

**CORAL REEF COMMONS**

**HABITAT CONSERVATION PLAN AMENDMENT NO. 1**

**October 2019**

**PREPARED FOR:**

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# TABLE OF CONTENTS

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1.0	Introduction .....	1
1.1	Overview of the Project .....	3
2.0	Environmental Setting of the Project .....	5
3.0	Species That May Occur in HCP Plan Area .....	5
4.0	Alternatives Analysis .....	5
5.0	Habitat Functional Assessment for the CRC Property .....	9
6.0	Conservation Program: Biological Goals and Objectives .....	11
7.0	Conservation Program: On-site and Off-site Mitigation Plan, Monitoring and Reporting .....	11
8.0	Potential Effects of Proposed Actions .....	13
9.0	Consideration of Critical Habitat and Plants for Section 7 Consultation Purposes.....	14
10.0	Incidental Take Permit Administration, Data Management and Compliance .....	14
11.0	Cost Estimates, Funding Assurances and Long-Term Assurances .....	14
12.0	Adaptive Management, Changed Circumstances and Unforeseen Circumstances .....	15
13.0	References Cited .....	15

## **Tables**

Table 1.0	Amended Description of the Project.....	4
Table 4.1	Amended Summary of Alternatives.....	6
Table 4.2	Amended Summary of Land Use Within the Development Areas.....	9
Table 5.2	Amended Summary of Habitat Functional Assessment.....	10
Table 7.1	Amended On-Site Preserves Existing and Proposed Conditions.....	12

**Exhibits**

Exhibit A – 2019 Amended Alternative 6 Site Plan

Exhibit B – Photos of East Preserve Management and Letter from Florida Forest Service

Exhibit C – Stepping Stones Comparison Exhibit

Exhibit D – Revised Figure J3-1 – On-Site Preserve Management Units and Firebreaks –  
Proposed Modification and Amended Table J3-1 Summary of Management Units

Exhibit E – Amended Appendix G – Habitat Functional Assessment Detailed Results – On-site  
and Revised Figure G

Exhibit F – Escrow Agreement for Years 2-5

Exhibit G – Revised Conservation Easement and 2019 Conservation Area Survey and Legal  
Descriptions

Exhibit H – FPL Proposed Utility Easement Graphic

# HABITAT CONSERVATION PLAN AMENDMENT No. 1

## Coral Reef Commons Miami Dade County, Florida

### Terms and Definitions

Defined terms from the 2017 HCP are used in this 2019 HCP Amendment for consistency. For the purposes of this document the following additional terms and definitions have been developed.

2017 HCP – Refers to Incidental Take Permit #TE15009C-0 effective date December 5, 2017 and the accompanying Habitat Conservation Plan (October 2017).

2019 HCP Amendment – Refers to this Habitat Conservation Plan Amendment No. 1 and ITP amendment application.

2019 Amended Alternative 6 Site Plan – The preferred alternative in the 2017 HCP was the *Amended Alternative 6 – Reduced Commercial/ Increased Preserve*. The 2019 Amended Alternative 6 Site Plan shows the minor changes to the preferred alternative (Exhibit A).

Permittees – Refers to Coral Reef Retail, LLC, Coral Reef Resi Ph 1, LLC, and Ramdev, LLC and University of Miami.

### 1.0 Introduction

This amendment document is submitted to support the requested amendment to the Incidental Take Permit (ITP) (ITP Permit # TE15009C-0) issued to Coral Reef Retail, LLC, Coral Reef Resi Ph 1, LLC, and Ramdev, LLC (collectively Ram Coral Reef) and the University of Miami on December 5, 2017 for the Coral Reef Commons (CRC) Property and the accompanying Habitat Conservation Plan. (2017 HCP). This amendment document includes the proposed amendments to the 2017 HCP and an analysis of these proposed amendments on the Covered Species (2019 HCP Amendment). Meetings were held with U.S. Fish and Wildlife Service (“USFWS”) on May 21, 2018, November 2, 2018 and March 12, 2019 to discuss proposed minor changes to the CRC Project and this 2019 HCP Amendment.

The proposed changes affect the Stepping Stones, the Southern Corridor and the firebreaks evaluated and approved in the 2017 HCP. The proposed amendments to the Southern Corridor and Stepping Stones are a result of changes associated with the settlement of an appeal to the local Miami-Dade County Natural Forest Community (NFC) permit and a federal lawsuit challenging the 2017 HCP. The requested changes to the firebreaks will enhance the On-site Conservation Areas as described in Appendix J (CRC Fire Reintroduction and Prescribed Burn Plan – On-site (“CRC Burn Plan”)) and clarify and improve the long-term implementation of the CRC Burn Plan. Details of these modifications are described further below in Section 4.0. As described in Section 8.0, the proposed changes described in this amendment are minor and do not result in additional take of the Covered Species that was not already analyzed in the 2017 HCP and supporting documents. The 2019 HCP Amendment will result in reduced Development Areas and increased On-site Conservation Areas. Ram CRC is also seeking to amend the Funding Assurances in Section 11.0 of the 2017 HCP to include the option of continuing to use an escrow account for financial

assurance for Years 2-5 as an equally protective, if not more protective, source of funding assurance for the Conservation Program activities.

After issuance of the 2017 HCP, clearing was initiated on December 5, 2017 and was subsequently suspended on December 8, 2017 due to entry of a Temporary Restraining Order. Construction activities were reinitiated in March 2018 upon the lifting of the Temporary Restraining Order and denial of the motion for preliminary injunction. Restoration activities began in May 2018. The federal lawsuit has since been resolved through a settlement agreement and dismissed. Since May 2018, pine thinning and exotic removal has been conducted throughout each Burn Unit<sup>1</sup> (BU) of the On-site Conservation Areas. Additionally, Ram Coral Reef conducted prescribed burns consistent with the CRC Burn Plan within the On-Site Conservation Areas BU 1-5, 8 and 10 as of January 15, 2019. USFWS conducted site visits on August 30, 2018 and October 29, 2018 to review the progress of the preserve management. See attached photos showing the progress of the pine thinning and burn activities and a letter dated September 4, 2018 from the Florida Department of Agriculture and Consumer Services, Florida Forest Service regarding success achieved thus far in the management of the On-site Conservation Areas (Exhibit B).

The 2019 HCP Amendment was submitted to the USFWS on June 6, 2019. Following submission of the 2019 HCP Amendment, the applicant received the final sketches and legal descriptions for the On-site Conservation Areas that are to be encumbered by the conservation easement, including the expanded Southern Corridor. The acreages in the 2017 HCP and this 2019 HCP Amendment are based on GIS calculations and were approximate. The On-site Conservation Area acreages in the final survey sketches and legal descriptions contain a nominal difference of -0.16 acre in the overall On-site Conservation Area as compared to the 2017 and 2019 HCP GIS acreages. However, with the expansion of the Southern Corridor, there is an overall net increase of +1.22 acres on the On-site Conservation Area acreages for a total of 52.63 acres, and a net decrease in development from 86.49 acres to 85.27 acres. The On-site Conservation Area acreages in the final survey sketches and legal descriptions, Exhibit G, will supersede the GIS acreages in the 2017 and 2019 HCP and will be used in the recording of the conservation easement in the public records of Miami-Dade County. The chart below summarizes these nominal acreage changes:

On-site Conservation Area Acreages Comparison

2017 HCP in GIS Acres	2019 HCP Amendment in GIS Acres	2019 Final Survey Sketches and Legal Descriptions
On-site Conservation Area	On-site Conservation Area with Expanded Southern corridor	On-site Conservation Areas with Expanded Southern Corridor -
55.29	56.68	56.52
On-Site Conservation Area includes East and West Preserve, Southern Corridor and Stepping Stones. Stepping Stones not included in the Conservation Easement.		

The format of this 2019 HCP Amendment follows the same general format of the 2017 HCP with the changes, if needed, described in each section. Tables have also been updated to reflect these changes. Since the 2017 HCP was issued, Ram Coral Reef retained Kimley-Horn and Associates, Inc. as the Preserve

<sup>1</sup> Burn Unit location, number and descriptions are provided in Appendix J of the 2017 HCP.

Biologist responsible for overseeing the implementation of the management plan, the monitoring and required reporting.

This 2019 HCP Amendment is submitted in accordance with 2017 HCP Section 10.5 and 2017 ITP Condition I.3. and HCP Handbook Section 17.4.1.2. As noted above and explained herein, the levels of incidental take are not proposed to increase, and the activities proposed are not expected to change the analysis in the original EA or Biological Opinion associated with the 2017 HCP.

## 1.1 Overview of the Project

The CRC Project remains consistent with what was approved in the 2017 HCP, except that the Southern Corridor will be expanded resulting in additional On-site Conservation Areas. This expansion overlaps with some of the Stepping Stones adjacent to the original Southern Corridor. Additional Stepping Stones have been designed to replace those that overlapped with the Southern Corridor expansion. Ram Coral Reef also proposes minor reconfiguration of the Stepping Stones, but the general locations and total overall acreage of the Stepping Stones have not changed. The acreage has been increased slightly from 3.88 to 3.89 acres. Exhibit A, shows the Proposed 2019 Amended Alternative 6 Site Plan with the expanded Southern Corridor, and Exhibit C shows the expanded Southern Corridor and the comparison of the Stepping Stones in the 2017 HCP and in the 2019 HCP Amendment.

Ram Coral Reef is also requesting an amendment to the firebreaks to enhance accessibility and facilitate future prescribed burning. The 2017 HCP included a mixture of existing firebreaks, created firebreaks within the On-site Preserves, and firebreaks outside of the On-site Preserves within the Development Area. Ram Coral Reef is proposing to create a 10-foot-wide firebreak within the East Preserve along the western boundary of BU 1, 2, 3, 4 and 5 and within the West Preserve, along the eastern boundary of BU 12. The 2017 HCP also contemplated a paved firebreak in the Development Area, along the West Preserve, on the eastern boundary of BU 8, southern boundaries of BU 10, 11 and 12 and the remaining eastern boundary of BU 12. Instead of paving this firebreak, Ram Coral Reef now proposes an unpaved, pervious mowed firebreak in the same location. This will reduce the paved area in the Development Area. The revised Figure J3-1 – *On-Site Preserve Management Units and Firebreaks - Proposed Modification*, is included in Exhibit D showing the proposed changes to the firebreaks. *Table 1-0 Amended Description of the Project* has been updated to reflect these changes.

<b>Table 1-0 Amended Description of the Project</b>			
<b>Description of the Project</b>	<b>HCP Acreage</b>	<b>Amendment Acreage</b>	<b>Change from 2017 HCP</b>
<b>Total Project Area</b>	<b>188.86</b>	<b>188.86</b>	No change
<b>CRC Property (Total)</b>	<b>137.90</b>	<b>137.90</b>	No change
<b>Off-site Mitigation Area – UM Richmond Campus</b>	<b>50.96</b>	<b>50.96</b>	No change
<b>On-Site Conservation Areas – On-site Preserves and Stepping Stones</b>	<b>55.29</b>	<b>56.68<sup>1</sup></b>	<b>+1.39</b>
West Preserve	23.92	23.92	No change
East Preserve	21.61	21.61	No change
Southern Corridor	2.16	3.54	+1.38
Rockland Hammock	3.72	3.72	No change
Stepping Stones (On-site Mitigation within the Development Areas)	3.88	3.89	+0.01
<b>Development Areas (less Stepping Stones)</b>	<b>78.72</b>	<b>77.33</b>	<b>-1.39</b>
Total Development Areas	86.49	85.11	-1.38
<b>Mitigation Areas for Project (On-site Preserves, Stepping Stones and Off-site Total)</b>	<b>106.25</b>	<b>107.64</b>	<b>+1.39</b>
<sup>1</sup> Creation of firebreaks in BU 1-5 and portions of BU 12 result in an additional approximately 3,334 linear feet of firebreaks (approximately 0.8 acres) which is included in the On-site Preserves acreage			

## **2.0 Environmental Setting of the Project**

No amendment is proposed from that approved in the 2017 HCP.

## **3.0 Species That May Occur in HCP Plan Area**

No amendment is proposed from that approved in the 2017 HCP.

## **4.0 Alternatives Analysis**

*Amended Alternative 6 – Reduced Commercial/ Increased Preserve* was the preferred alternative in the 2017 HCP. The proposed changes in the 2019 HCP Amendment are shown on Exhibit A –2019 Amended Alternative 6 Site Plan. These amendments increase the acreage of the On-site Conservation Areas by the expansion of the Southern Corridor (See Exhibit A) and decrease the Development Areas. The Development Area is decreased by 1.38 acres and the On-Site Conservation Areas are increased by 1.39 acres (1.38 additional acres of Southern Corridor and 0.01 acres of Stepping Stones). *Table 4-1. Amended Summary of Alternatives* has been updated to include the Proposed 2019 Amended Alternative 6 Site Plan.

**Table 4-1  
Amended Summary of Alternatives**

Alternative	Description	Commercial (sq ft)	Residential Units	Development Areas (acres)	Stepping Stones (acres)	On-site Preserves (acres)	Mitigation Areas - Preserves & Stepping Stones	Overall Habitat Unit Value Delta	Net Conservation Gain
1	No Action	0	0	0	0	0	0	N/A**	No
2	Redevelopment Only / No Restoration	80,000	250	25.44	0	0	0	N/A**	No
3	Maximum Build-out*	370,000	1,056	100.12	0	37.96	37.96	N/A**	No
4	County Approved in 2013	370,000	900	94.07	0	43.36	43.36	-4.02	No
5	County Approved/ Stepping Stones and Southern Corridor	370,000	900	91.80	2.86	45.52	48.38	-0.64	No
6	Preferred Alternative	289,000	900	86.49	3.88	51.41	106.25	+3.10	Yes
6	Proposed 2019 Amended Alternative	289,000	900***	85.11	3.89	52.79	107.64	+4.15	Yes
<p>*Requires canopy and subcanopy replacement for 4.9 acres to be included in landscape plan.  **Habitat functional analysis not performed for these alternatives.  ***Expansion of the Southern Corridor affected the parking and drive aisles only; thus, no change to the number of units.  Shaded text and numbers represent changes from the 2017 HCP.</p>									

### ***Southern Corridor Expansion and Stepping Stone Modifications***

Proposed amendments to the On-site Conservation Area since the issuance of the 2017 HCP include the expansion of the Southern Corridor and revisions to the Stepping Stones, resulting in the net increase of 1.38 acres of the Southern Corridor and 0.01 acre of Stepping Stones. The expanded Southern Corridor occurs in areas that were cleared when Ram Coral Reef began implementation of the 2017 HCP. These newly added portions of the expanded Southern Corridor will be planted with plant species identified in the “Dade County Native Plant Communities” for pine rocklands and rockland hammocks (Appendix I of the 2017 HCP) and Bartram’s scrub-hairstreak butterfly forage species identified in in Table 7-2 of the 2017 HCP. The expanded Southern Corridor will be managed in the same manner as the Southern Corridor in the 2017 HCP with a focus on open space areas and pineland croton plantings.

The Stepping Stones modifications are minor reconfigurations of some of the Stepping Stones within the landscape islands. The largest Stepping Stones, particularly along Tract 1, which connect the East and West Preserves through the center of the site, have been expanded (see Exhibit C).

### ***Firebreak Amendments to the On-site Preserves***

Ram Coral Reef proposes to relocate firebreaks from the Development Area by creating firebreaks within the On-site Preserves in BU 1-5 and portions of BU 12 resulting in an additional 3,334 linear feet of created firebreaks. The firebreaks would be constructed through mastication and mowing, consistent with the Best Management Practices (BMPs) and CRC Burn Plan approved in the 2017 HCP (Appendix J – Section 3.4 Firebreak Establishment). Table J3-1 has been updated to reflect the changes in the Summary of Management Units. Figure J3-1. *On-Site Preserve Management Units and Firebreaks - Proposed Modification* has been revised to reflect the proposed changes (Exhibit D).

Ram Coral Reef’s fire experts and Preserve Biologist propose creating the firebreaks in the East Preserve and the portion of BU 12, noting the following benefits:

- Having access directly in the On-site Preserves allows for improved access during a burn, enhancing the burning success.
- The firebreaks inside the On-site Preserves provide open canopy in the pine rocklands and habitat areas for some of the herbaceous species such as pineland croton and deltoid spurge. Natural regrowth of pineland croton is an enhancement to the On-site Preserves as the host plant for the Bartram’s scrub-hairstreak butterfly. Based on the management activities conducted to date, this has already occurred where pineland croton has recolonized the firebreak areas. See Photo 4-1 below.



**Photo 4-1 Croton Recruitment in Fire Break – Burn Unit 5**

The proposed change for the firebreaks along the West Preserve BUs (BU 8, 9,10,11 and portions of 12) will not be paved and instead will be mowed. This results in less impervious area in the Development Area and approximately 0.59 acres of additional pervious area adjacent to the On-site Preserves. As described above, these areas are expected to recolonize with native pine rockland species.

The expanded Southern Corridor and amended Stepping Stones locations are expected to improve the connectivity of the East and West Preserves by expanding the width and total acreage of On-site Conservation Areas and reducing the size of the Development Areas. The proposed amendment to the firebreaks will enhance the ability of Ram Coral Reef’s prescribed burn managers to implement future burns successfully and will enhance the potential recruitment of pine rockland species into the pervious, mowed firebreaks within the Development Area and the On-site Preserves.

*Table 4-2 Amended Summary of Land Use within the Development Areas* has been amended to reflect the changes described above.

<b>Table 4-2 Amended Summary of Land Use Within the Development Areas</b>			
<b>Land Use Categories with Subcategories</b>	<b>Subtotal Acres</b>	<b>Total Acreages</b>	
		<b>2017 HCP</b>	<b>2019 HCP Amendment</b>
<b>Developed Land</b>		32.80	<b>32.40</b>
<i>Impervious surface</i>	11.59		
<i>Impervious surface (historic structure)</i>	1.06		
<i>Cleared and sodded</i>	<del>16.14</del> / <u>15.74</u> *		
<i>Monkey Cages</i>	4.01		
<b>Disturbed Upland</b>		20.78	<b>20.78</b>
<i>Exotic hardwood dominated</i>	10.1		
<i>Historically marl prairie</i>	8.92		
<i>Scraped, dominated by turf species</i>	1.76		
<b>Pine Rockland</b>		32.91	<b>31.93</b>
<i>Less than 50% Burma reed</i>	6.59		
<i>Burma reed dominated</i>	6.75		
<i>Historically scraped w/o canopy</i>	<del>6.58</del> / <u>6.28</u> *		
<i>Historically scraped but with pine canopy</i>	0.9		
<i>Historically scraped but with pine canopy, dominated by Burma reed</i>	4.37		
<i>Fire suppressed</i>	0.77		
<i>Severely fire suppressed, dominated by Burma reed</i>	<del>6.95</del> / <u>6.27</u> *		
	<b>Total Acreage</b>	86.49	<b>85.11</b>
*Strike through is from 2017 HCP. Underline is the proposed acres in 2019 HCP Amendment.			

## 5.0 Habitat Functional Assessment for the CRC Property

With the implementation of the 2019 HCP Amendment, there will be an increase in the net functional gain, from 3.10 units to 4.15 units. The 2019 HCP Amendment proposes a net increase of 1.38 acres of On-site Conservation Areas. Ram Coral Reef also proposes to amend the created firebreaks within the On-site Preserves to add approximately 3,334 linear feet. These firebreaks will only apply to the perimeter of the burn units proposed for modification, and there will be no reduction of connectivity between burn units.

These firebreaks will allow for further light penetration into the On-site Preserves from a reduced canopy coverage and will allow increased growth opportunities to native herbaceous plant species and provide habitat for Covered Species.

There will also be an additional 2,596 feet of mowed firebreak created within the Development Areas where there had previously been plans for paved firebreaks (West Preserve BUs 8, 9,10,11 and portions of 12). The mowed firebreaks will create further habitat for native herbaceous plant species growth, a factor that the paved firebreaks would not have allowed. Though this additional habitat is a benefit to the overall preserves, this area is part of the Development Areas and thus not scored separately in the revised functional assessment.

The functional assessment calculated in the 2017 HCP considered the percentage of overall canopy coverage, percentage of non-native plants, fire frequency, soil conditions, presence of pine rockland herbaceous species, and the connectivity of each burn unit. With the 2019 HCP Amendment, the On-site Preserves acreage will increase through the expansion of the Southern Corridor, the Development Area is reduced, and habitat and connectivity of the On-site Preserves for the Covered Species is anticipated to increase. As such, the Habitat Functional Assessment will experience an increase in functional gain, from 3.10 to 4.15. *Table 5-2* has been updated to show the amended summary of the Habitat Functional Assessment.

<b>Table 5-2 Amended Summary of the Habitat Functional Assessment</b>								
<b>Area</b>	<b>Habitat Value Unit (HVU)</b>							
	<b>Acres</b>		<b>Existing Value</b>		<b>Post Value</b>		<b>Functional Gain</b>	
	2017 HCP	2019 Amendment	2017 HCP	2019 Amendment	2017 HCP	2019 Amendment	2017 HCP	2019 Amendment
CRC Property	137.89	137.89	40.72	40.72	43.82	44.87	3.10	4.15
Development Areas	86.49	85.11	14.37	14.18 <sup>1</sup>	0	0	N/A	N/A
On-Site Preserves	51.41	52.79	26.35	26.54 <sup>1</sup>	43.82	44.87	17.47	18.24

<sup>1</sup> The existing values shown are different from the 2017 HCP because with this 2019 HCP Amendment the Development Area's acreage is reduced, and the Southern Corridor is expanded.

The post-condition functional assessment has been updated in the attached amended Appendix *G – Habitat Functional Assessment Detailed Results – On-site* (Exhibit E). The updated functional assessment included a change in the acreage for the Southern Corridor. The functional assessment in the 2017 HCP gave a maximum value for each scoring metric in the Southern Corridor. The changes for each polygon are highlighted and color coded with the map attached in the updated Appendix G. The revised functional assessment demonstrates that with the 2019 HCP amendment, there is an overall additional functional gain and the impacts of the Project are still fully offset with the Conservation Program.

## **6.0 Conservation Program: Biological Goals and Objectives**

Changes proposed from what was approved in the 2017 HCP include a change in the On-site Conservation Area acreages (Section 6.2.1.2). The Conservation Program will preserve and restore 52.79 acres of On-site Preserves, including the 3.54-acre Southern Corridor and create 3.89 acres of Stepping Stones. The Best Management Practices approved in the 2017 HCP will remain the same. No federal listed plant species were documented previously or observed during the restoration activities in the proposed firebreak areas.

## **7.0 Conservation Program: On-site and Off-site Mitigation Plan, Monitoring and Reporting**

*Table 7-1 On-site Preserves Existing and Proposed Conditions* is amended below to reflect the changes described in this amendment. There are no changes to the monitoring, success criteria, BMPs, long term management, or Off-site Mitigation Area Mitigation Plan. The On-site Preserves conservation encumbrance (Section 7.9 and Appendix N of the 2017 HCP) is being updated to include the expanded Southern Corridor acreages along with the final survey sketches and legal descriptions.

In addition, there are two locations where Florida Power and Light (FPL) has existing overhead lines that cross the Southern Corridor conservation easement. These existing lines serve the Department of Defense but are not currently in a utility easement. FPL is requesting to put these overhead utilities in an easement. Ram Coral Reef is requesting the USFWS approve these two minor FPL utility easements in this HCP amendment. These FPL utility easements do not interfere with the management of the Southern Corridor or the obligations contained in the ITP or the HCP. The FPL utility easements consist of overhead lines only, with no poles or other disturbances to the ground within the Southern Corridor. There are no trees in the FPL utility easement area currently and Ram Coral Reef does not intend to plant any trees in this utility easement area. If FPL needs to access the area, this access would be temporary with minimal effects to the Southern Corridor. In the unlikely event there was a disturbance to the Southern Corridor, Ram Coral Reef would report and document this to the USFWS in its annual report and restore the area in accordance with its ITP and its HCP management plan. A map of the proposed FPL utility easements was provided to the USFWS for its review on September 12, 2019 and is attached as Exhibit H.

A draft of the conservation easement slated to be placed on the Miami-Dade County Commission for approval was provided to the USFWS on October 10, 2019.

<b>Table 7-1 Amended On-Site Preserves Existing and Proposed Conditions</b>			
<b>Pine Rockland Enhancement and Preservation</b>			
<b>Existing Land Use</b>	<b>Proposed Land Use</b>	<b>2017 HCP Acreage</b>	<b>2019 Amendment Acreage</b>
<i>Less than 50% Burma reed</i>	<i>Pine Rockland Enhancement and Preservation</i>	15.22	15.22
<i>Burma reed dominated</i>	<i>Pine Rockland Enhancement and Preservation</i>	19.22	19.22
<i>Historically scraped with pine canopy</i>	<i>Pine Rockland Enhancement and Preservation</i>	5.33	5.33
<i>Historically scraped with pine canopy, Burma reed dominated</i>	<i>Pine Rockland Enhancement and Preservation</i>	4.68	4.68
<i>Fire suppressed</i>	<i>Pine Rockland Enhancement and Preservation</i>	1.13	1.13
<i>Severely fire suppressed, dominated by Burma reed</i>	<i>Pine Rockland Enhancement and Preservation</i>	1.16	1.84 <sup>1</sup>
<i>Historically scraped w/o canopy</i>	<i>Pine Rockland Enhancement and Preservation</i>	0.32	0.62
<b>Pine Rockland Total</b>		<b>47.06</b>	<b>48.04</b>
<b>Pine Rockland Plantings</b>			
<b>Existing Land Use</b>	<b>Proposed Land Use</b>	<b>2017 HCP Acreage</b>	<b>2019 Amendment Acreage</b>
<i>Cleared and sodded</i>	<i>Pine Rockland Plantings</i>	0.39	0.79
<b>Pine Rockland Plantings Total</b>		<b>0.39</b>	<b>0.79</b>
<b>Upland Enhancement and Preservation</b>			
<b>Existing Land Use</b>	<b>Proposed Land Use</b>	<b>2017 HCP Acreage</b>	<b>2019 Amendment Acreage</b>
<i>Historically marl prairie, exotic dominated</i>	<i>Upland Enhancement and Preservation</i>	0.13	0.13
<i>Rockland hammock Burma reed dominated</i>	<i>Upland Enhancement and Preservation</i>	3.72	3.72
<b>Upland Enhancement and Preservation Total</b>		<b>3.85</b>	<b>3.85</b>

<b>Table 7-1 Amended On-Site Preserves Existing and Proposed Conditions</b>			
<b>Firebreak/Preserve Access</b>			
<b>Existing Land Use</b>	<b>Proposed Land Use</b>	<b>2017 HCP Acreage</b>	<b>2019 Amendment Acreage</b>
<i>Impervious surface</i>	<i>Firebreak/Preserve Access</i>	0.11	0.11
<b>Firebreak/Preserve Access Total</b>		<b>0.11</b>	<b>0.11</b>
<b>Total On-site Preserves</b>		<b>51.41</b>	<b>52.79</b>
<sup>1</sup> Includes expanded Southern Corridor that will be planted with Pine Rockland species.			

## 8.0 Potential Effects of Proposed Actions

The 2017 HCP assessed the adverse effects of the Proposed Action on the Covered Species and the beneficial effects resulting from the Conservation Program. Potential adverse effects identified in the 2017 HCP included (1) Construction of the Development; (2) Operation of the residential and commercial community; and (3) Land management activities for the On-site Preserves and Off-site Mitigation Area. The Land Management Activities were analyzed in the adverse effects, but it was acknowledged that the management activities would have long term benefits to the Covered Species.

The 2019 HCP Amendment does not result in any increase in the Development Areas, and instead provides a 1.38 acre decrease in the Development Areas through the expansion of the Southern Corridor. As shown in the Habitat Functional Assessment described in Section 5.0, there is a net increase in habitat value with this increase in the Conservation Areas. This net increase in habitat value provides additional benefit to the Covered Species by providing additional habitat and expanding the connectivity between the East and West Preserves. The net beneficial effects on the Covered Species is the preservation and enhancement of approximately 107.64<sup>2</sup> acres of habitat versus the previous 106.25 acres. Land management activities will occur in the expanded Southern Corridor and the anticipated effects on the Covered Species are the same as those analyzed in Section 8.0 of the 2017 HCP.

There is no change in the effects analyzed for the operation of the residential and commercial community except that the elimination of the paved firebreak along BU 8, 10, 11 and 12 provides for increased opportunity for natural recruitment of pine rockland species, which is considered a benefit to the Covered Species.

Land management activities for the On-site Preserves includes the creation of an additional 3,334 linear feet of firebreaks. The firebreaks have been minimized to 10 feet. As described in this amendment, this will enhance the ability of Ram Coral Reef to implement successful prescribed burns and provide additional bare soil, open canopy areas where herbaceous pine rockland habitat is expected to recolonize. Thus, any potential adverse effect is temporary, but the long-term effect is beneficial to the

<sup>2</sup> This acreage includes 1.38 acres of additional On-Site Preserve Area through the expansion of the Southern Corridor and 0.01 acre of additional Stepping Stones.

Covered Species. A similar effect was analyzed for the created firebreaks in the 2017 HCP and found that the long-term effect is beneficial to the Covered Species. In the proposed fire breaks, there are no documented occurrences of federal listed plant species in the 2017 HCP and none have been observed during the restoration activities. Impacts to federally listed plant species are not anticipated with implementation of this amendment.

The On-site Conservation Area is increased from 55.29 acres to 56.68 acres. The Development Areas have been decreased by 1.38 acres and an additional 0.59 acres of proposed firebreak in the Development Areas will be mowed as opposed to paved. Overall, the changes show a net increase in the Habitat Value Unit Functional Gain from 3.10 to 4.15. The changes described in this amendment are not expected to result in any additional take of the Covered Species and increases the net beneficial effect to the Covered Species.

#### **9.0 Consideration of Critical Habitat and Plants for Section 7 Consultation Purposes**

No amendment is proposed from that approved in the 2017 HCP.

#### **10.0 Incidental Take Permit Administration, Data Management and Compliance**

No amendment is proposed from that approved in the 2017 HCP.

#### **11.0 Cost Estimates, Funding Assurances and Long-Term Assurances**

The cost estimates in the 2017 HCP remain the same, except for the cost of additional plantings. See Section 11.1.4 Mitigation Plan Activities Costs. As stated in the 2017 HCP, the actual planting costs will be based on plant availability and size. The approximate additional cost for planting the expanded Southern Corridor is \$16,884. This slight increase in cost is adequately addressed in the approved financial assurances in the 2017 HCP because the 2017 HCP accounted for possible replanting.

Ram CRC is also seeking to amend the Funding Assurances to include the option of continuing to use an escrow account for financial assurance for Years 2-5 as an equally protective, if not more protective, source of funding assurance for the Conservation Program activities. This would be an alternative to establishing a letter of credit for Years 2 through 5. Section 11.2.1 of the 2017 HCP states, “The Applicant will establish an escrow account for the Year 1 costs for the On-site Conservation Areas. The escrow account will be drawn upon for funding the Conservation Program activities in Year 1. In addition, the Applicant will establish a letter of credit that will ensure sufficient funding to cover all the work detailed in the sections above for Years 2 through 5.” Ram CRC would amend the 2017 HCP to add the following sentence after the phrase quoted above ending in “Years 2 through 5”, “Alternatively, the Permittees may continue to fund, in accordance with the cost estimate in Table 11-1, an escrow account for Years 2 through 5, with two years of funding deposited each year until Year 5. The escrow account will be drawn upon for funding the Conservation Program activities in each year of Years 2 through 5.” Attached is the Escrow Agreement addressing Years 2-5 (Exhibit F) for the USFWS review and approval. Ram Coral Reef will implement the Escrow Agreement for Years 2-5 upon approval.

## **12.0 Adaptive Management, Changed Circumstances and Unforeseen Circumstances**

No amendment is proposed from that approved in the 2017 HCP.

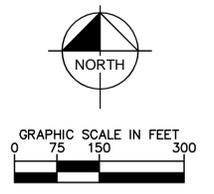
## **13.0 References Cited**

No amendment is proposed from that approved in the 2017 HCP.

**Exhibit A**

**2019 Amended Alternative 6 Site Plan**

Plotted By: Meeks, Liz Sheet: Set: Kha Layout: Preferred Alternative Site Plan April 22, 2019 08:25:30am K:\VRB\_LDE\A\7544009\_Coral Reef Commons\CA03\Exhibits\East\West Connector Road Removal Exhibit Alternative 6 Site Plan.dwg  
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**Exhibit B**

**Photos of East Preserve Management and Florida Forest Service Letter**



# Coral Reef Commons

Preserve Success Photos

# BU-4 Burn Day vs. Two Weeks Post-Burn



## BU-4 Now



## BU-5 One Week and One Month Post-Burn



## BU-5 Now



# BU-2 Burn Day vs. Two Weeks Post-Burn



BU-2 Recent



FLORIDA FOREST SERVICE  
EVERGLADES DISTRICT  
(954) 453-2800  
(954) 453-2801 FAX



3315 S.W. COLLEGE AVENUE  
DAVIE, FLORIDA 33314

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
**COMMISSIONER ADAM H. PUTNAM**

---

September 4, 2018

Mr. Jim Sopher  
Project Manager  
Ram Realty Advisors  
4801 PGA Boulevard  
Palm Beach Gardens, FL 33418

Dear Jim,

I would like to take this opportunity recognize the great work Ram Realty Advisors is doing with the pine rockland preserve located within your Coral Reef Commons development. The introduction of prescribed fire in the preserve will ensure the long-term health of the pine rockland and all the flora and fauna species that are part of this rare ecosystem.

Thus far you have conducted three prescribed burns and I had the opportunity to visit the site during the second burn completed on August 14<sup>th</sup>. The prescribed burn contractor, Kissimmee Valley Foresters conducted the burn in a professional manner adhering to the prescribed burn plan for the burn unit and accomplishing the plan objectives. Given the proximity to major roadways and urban interface the contractor is doing an excellent job of smoke management which is so important with urban prescribed burns.

The Florida Forest Service conducts numerous prescribed burns on our state forest properties and assists other public-sector agencies with prescribed burning on their managed lands. It is great to see a private-sector company making the investment by utilizing prescribed burning as a land management tool to maintain the health of the forest.

Keep up the great work with your prescribed burning and if you have any questions please feel free to contact me.

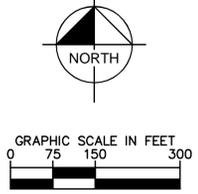
Sincerely,

ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

Scott L. Peterich  
Wildfire Mitigation Specialist

**Exhibit C**  
**Stepping Stones Comparison Exhibit**

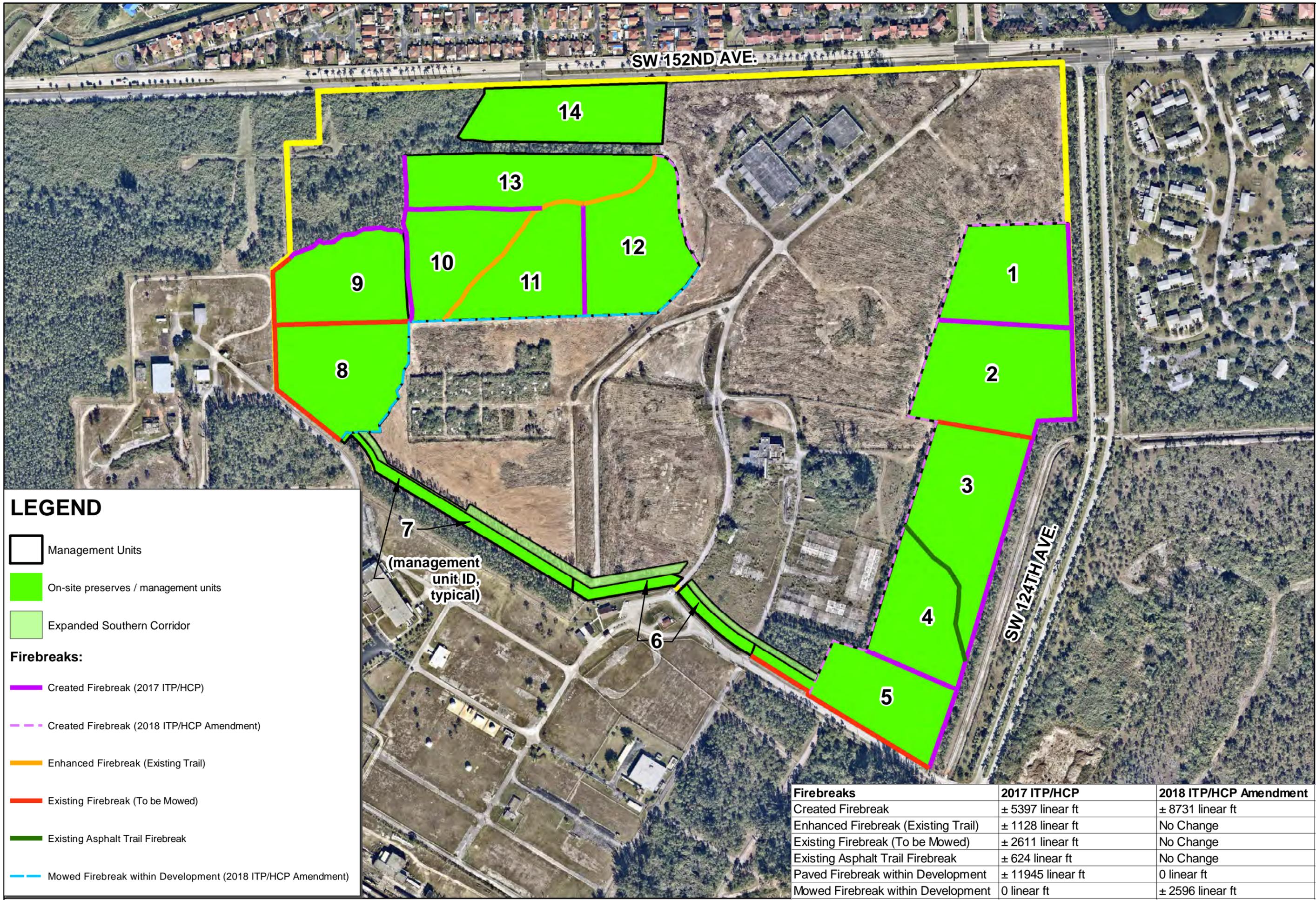
Plotted By: Meeks, Liz Sheet Set: KHA Layout: Stepping Stones Comparison April 22, 2019 07:45:56am K:\VRB\_LDEV\17544009\_Coral Reef Commons\CADD\Exhibits\HCP\Stepping Stones Overlay.dwg  
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**Exhibit D**

**Amended Appendix J CRC Fire Reintroduction and Prescribed Burn Plan – On-site  
 (“CRC Burn Plan”)**

**Revised Figure J3-1 On-Site Preserve Management Units and Firebreaks - Proposed  
 Modification and Amended Table J3-1 Summary of Management Units**



**LEGEND**

- Management Units
- On-site preserves / management units
- Expanded Southern Corridor

**Firebreaks:**

- Created Firebreak (2017 ITP/HCP)
- Created Firebreak (2018 ITP/HCP Amendment)
- Enhanced Firebreak (Existing Trail)
- Existing Firebreak (To be Mowed)
- Existing Asphalt Trail Firebreak
- Mowed Firebreak within Development (2018 ITP/HCP Amendment)

Firebreaks	2017 ITP/HCP	2018 ITP/HCP Amendment
Created Firebreak	± 5397 linear ft	± 8731 linear ft
Enhanced Firebreak (Existing Trail)	± 1128 linear ft	No Change
Existing Firebreak (To be Mowed)	± 2611 linear ft	No Change
Existing Asphalt Trail Firebreak	± 624 linear ft	No Change
Paved Firebreak within Development	± 11945 linear ft	0 linear ft
Mowed Firebreak within Development	0 linear ft	± 2596 linear ft

**Kimley»Horn**

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**On-Site Preserve Management Units and Firebreaks - Proposed Modification**

**Coral Reef Commons**  
**Miami-Dade County, Florida**  
ITP # TE15009C-0

DATE: **OCTOBER 2018**

SCALE: 1 inch = 300 feet

PROJECT NUMBER: 047544009

FIGURE A

**Table J3-1. Amended Summary of Management Units**

					Firebreak			
Management Unit	Predominant Habitat	Management Activities	Size (Acres)	Burn size (Acres)	North		South	West
1	Pine Rockland	B, C, M	4.11	4.11	Create Mast./Mow	Create Mast./Mow	Create Mast/Mow	Create Mast./Mow
2	Pine Rockland	B, C, M	5.44	5.44	Create Mast./Mow	Create Mast./Mow	Existing Firebreak - Mow	Create Mast./Mow
3	Pine Rockland	B, C, M	5.21	5.21	Existing Firebreak - Mow	Create Mast./Mow	Existing Asphalt Trail	Create Mast./Mow
4	Pine Rockland, with Burma Reed	B, C, M	3.35	3.35	Existing Asphalt Trail	Create Mast./Mow	Create Mast/Mow	Create Mast./Mow
5	Pine Rockland, with Burma Reed	B, C, M	3.76	3.76	Create Mast./Mow	Create Mast/Mow	Existing Firebreak - Mow	Create Mast./Mow
6	Pine Rockland, scraped w/o Canopy	G, C, M, P	<del>0.81</del> /1.59 <sup>l</sup>	NA	NA	NA	NA	NA
7	Pine Rockland – Severely Fire Suppressed	C, M	<del>1.09</del> /1.74 <sup>l</sup>	NA	NA	NA	NA	NA
8	Pine Rockland	B, C, M	4.35	4.35	Existing Firebreak - Mow	Mowed Firebreak within Development	Existing Firebreak - Mow	Existing Firebreak - Mow
9	Pine Rockland, with Burma Reed	B, C, M	3.84	3.84	Create Mast./Mow	Create Mast./Mow	Existing Firebreak - Mow	Existing Firebreak - Mow

**Table J3-1. Amended Summary of Management Units**

					Firebreak			
Management Unit	Predominant Habitat	Management Activities	Size (Acres)	Burn size (Acres)	North		South	West
10	Pine Rockland, scraped w/pine Canopy	B,C,M	3.24	3.24	Create Mast./Mow	Enhance – Degraded Trail	Mowed Firebreak within Development	Create Mast./Mow
11	Pine Rockland, scraped w/pine Canopy	B,C,M	3.61	3.61	Enhance – Degraded Trail	Create Mast./Mow	Mowed Firebreak within Development	Enhance – Degraded Trail
12	Pine Rockland, scraped w/pine Canopy	B,C,M	4.56	4.45	Enhance – Degraded Trail	Mowed Firebreak within Development	Mowed Firebreak within Development	Create Mast./Mow
13	Pine Rockland, with Burma Reed	B,C,M	4.27	4.14	Pavement	Enhance – Degraded Trail	Create Mast./Mow	Create Mast./Mow
14	Rockland Hammock/Hist. Marl Prairie	C	3.72	NA	NA	NA	NA	NA
Total			<del>51.41</del> /52.79	45.24				

B=Burn; G=Grade; M=Mechanical/Mastication; P=Plant; C=Chemical  
<sup>1</sup>2017 HCP Acreage/Amendment Acreage; Strike through is from 2017 HCP. Underline is the proposed acres in 2019 HCP Amendment.  
 Shaded text highlights changes from 2017 HCP for the firebreak treatment.

**Exhibit E**

**Appendix G**

**Amended Habitat Functional Assessment Detailed Results – On-Site and Revised Figure**

**Appendix G - Amended Habitat Functional Assessment Detailed Results - On-site**

Polygon Id	Land Use Category	Land Use Subcategory	Burma/Exotic Cover	Canopy Cover	ExoticFS	CanopyFS	FireFS	SoilFS	HerbFS	ConnectF S	Lag Factor	Acres	Habitat Value	Habitat Value Units
1	Developed (S. Cor.)	Cleared and sodded	>89%	<1%	1.00	1.00	0.00	0.20	1.00	0.24	0.97	0.79	0.64	0.50
36	Developed	Impervious surface	N/A	N/A	1.00	1.00	1.00	0.20	1.00	0.63	0.93	0.11	0.80	0.09
59	Disturbed Upland	Historically marl prairie, exotic dominated	>89%	75-89%	1.00	1.00	1.00	0.20	1.00	0.38	0.97	0.13	0.80	0.10
60	Pine Rockland	Less than 50% Burma reed	5-24%	25-49%	1.00	1.00	1.00	1.00	1.00	0.80	0.90	1.70	0.87	1.48
60	Pine Rockland	Less than 50% Burma reed	5-24%	25-49%	1.00	1.00	1.00	1.00	1.00	0.80	0.93	2.14	0.90	1.93
61	Pine Rockland	Less than 50% Burma reed	5-24%	<15%	1.00	1.00	1.00	1.00	1.00	0.81	0.93	2.01	0.90	1.82
61	Pine Rockland	Less than 50% Burma reed	5-24%	<15%	1.00	1.00	1.00	1.00	1.00	0.81	0.97	0.13	0.94	0.12
62	Pine Rockland	Less than 50% Burma reed	5-24%	<15%	1.00	1.00	1.00	1.00	1.00	0.55	0.97	3.26	0.90	2.95
62	Pine Rockland	Less than 50% Burma reed	5-24%	<15%	1.00	1.00	1.00	1.00	1.00	0.55	0.97	0.03	0.90	0.03
62	Pine Rockland	Less than 50% Burma reed	5-24%	<15%	1.00	1.00	1.00	1.00	1.00	0.55	0.97	0.01	0.90	0.01
64	Pine Rockland (S. Cor.)	Severly fire suppressed, dominated by Burma reed	75-89%	>89%	1.00	1.00	0.00	0.60	1.00	0.12	0.97	0.04	0.66	0.03
64	Pine Rockland (S. Cor.)	Severly fire suppressed, dominated by Burma reed	75-89%	>89%	1.00	1.00	1.00	0.60	1.00	0.12	0.97	0.06	0.80	0.05
64	Pine Rockland (S. Cor.)	Severly fire suppressed, dominated by Burma reed	75-89%	>89%	1.00	1.00	1.00	0.60	1.00	0.12	0.97	1.74	0.80	1.40
65	Pine Rockland	Burma reed dominated	50-74%	25-49%	1.00	1.00	1.00	1.00	1.00	0.87	0.90	0.01	0.88	0.01
65	Pine Rockland	Burma reed dominated	50-74%	25-49%	1.00	1.00	1.00	1.00	1.00	0.87	0.93	1.99	0.91	1.81
66	Pine Rockland	Burma reed dominated	50-74%	25-49%	1.00	1.00	1.00	1.00	1.00	0.71	0.97	0.01	0.93	0.01
66	Pine Rockland	Burma reed dominated	50-74%	25-49%	1.00	1.00	1.00	1.00	1.00	0.71	0.97	0.35	0.93	0.32
66	Pine Rockland	Burma reed dominated	50-74%	25-49%	1.00	1.00	1.00	1.00	1.00	0.71	0.93	0.95	0.89	0.85
66	Pine Rockland	Burma reed dominated	50-74%	25-49%	1.00	1.00	1.00	1.00	1.00	0.71	0.97	2.59	0.93	2.40
66	Pine Rockland	Burma reed dominated	50-74%	25-49%	1.00	1.00	1.00	1.00	1.00	0.71	0.97	0.01	0.93	0.01
67	Pine Rockland	Burma reed dominated	>89%	75-89%	1.00	1.00	1.00	0.60	1.00	0.55	0.93	0.01	0.83	0.01
67	Pine Rockland	Burma reed dominated	>89%	75-89%	1.00	1.00	1.00	0.60	1.00	0.77	0.97	2.85	0.90	2.56
67	Pine Rockland	Burma reed dominated	>89%	75-89%	1.00	1.00	1.00	0.60	1.00	0.77	0.93	0.57	0.86	0.49
67	Pine Rockland	Burma reed dominated	>89%	75-89%	1.00	1.00	1.00	0.60	1.00	0.77	0.97	0.84	0.90	0.75
67	Pine Rockland	Burma reed dominated	>89%	75-89%	1.00	1.00	1.00	0.60	1.00	0.77	0.93	0.05	0.86	0.04
67	Pine Rockland	Burma reed dominated	>89%	75-89%	1.00	1.00	1.00	0.60	1.00	0.55	0.93	0.02	0.83	0.02
67	Pine Rockland	Burma reed dominated	>89%	75-89%	1.00	1.00	1.00	0.60	1.00	0.77	0.97	0.01	0.90	0.01
67	Pine Rockland	Burma reed dominated	>89%	75-89%	1.00	1.00	1.00	0.60	1.00	0.77	0.93	0.01	0.86	0.01
68	Pine Rockland	Historically scraped but with pine canopy	5-24%	25-49%	1.00	1.00	1.00	0.60	1.00	0.81	0.90	1.63	0.84	1.37

68	Pine Rockland	Historically scraped but with pine canopy	5-24%	25-49%	1.00	1.00	1.00	0.60	1.00	0.81	0.93	0.01	0.87	0.01
68	Pine Rockland	Historically scraped but with pine canopy	5-24%	25-49%	1.00	1.00	1.00	0.60	1.00	0.81	0.97	0.01	0.90	0.01
68	Pine Rockland	Historically scraped but with pine canopy	5-24%	25-49%	1.00	1.00	1.00	0.60	1.00	0.81	0.93	1.69	0.87	1.46
68	Pine Rockland	Historically scraped but with pine canopy	5-24%	25-49%	1.00	1.00	1.00	0.60	1.00	0.81	0.97	1.95	0.90	1.76
68	Pine Rockland	Historically scraped but with pine canopy	5-24%	25-49%	1.00	1.00	1.00	0.60	1.00	0.81	0.93	0.01	0.87	0.01
68	Pine Rockland	Historically scraped but with pine canopy	5-24%	25-49%	1.00	1.00	1.00	0.60	1.00	0.81	0.93	0.01	0.87	0.01
68	Pine Rockland	Historically scraped but with pine canopy	5-24%	25-49%	1.00	1.00	1.00	0.60	1.00	0.81	0.90	0.01	0.84	0.01
68	Pine Rockland	Historically scraped but with pine canopy	5-24%	25-49%	1.00	1.00	1.00	0.60	1.00	0.81	0.97	0.01	0.90	0.01
69	Rockland Hammock	Rockland Hammock	75-89%	>89%	1.00	0.00	0.00	1.00	1.00	0.00	0.97	3.72	0.49	1.80
70	Pine Rockland (S. Cor.)	Historically scraped w/o canopy	25-49%	0%	1.00	1.00	1.00	0.60	1.00	0.06	0.97	0.62	0.79	0.49
71	Pine Rockland	Burma reed dominated	75-89%	25-49%	1.00	1.00	1.00	0.60	1.00	0.88	0.93	0.01	0.88	0.01
71	Pine Rockland	Burma reed dominated	75-89%	25-49%	1.00	1.00	1.00	0.60	1.00	0.88	0.97	1.26	0.91	1.15
76	Pine Rockland	Historically scraped but with pine canopy, dominated by Burma reed	75-89%	25-49%	1.00	1.00	1.00	0.60	1.00	0.62	0.90	0.02	0.81	0.02
76	Pine Rockland	Historically scraped but with pine canopy, dominated by Burma reed	75-89%	25-49%	1.00	1.00	1.00	0.60	1.00	0.62	0.90	0.01	0.81	0.01
76	Pine Rockland	Historically scraped but with pine canopy, dominated by Burma reed	75-89%	25-49%	1.00	1.00	1.00	0.60	1.00	0.62	0.93	0.01	0.84	0.01
76	Pine Rockland	Historically scraped but with pine canopy, dominated by Burma reed	75-89%	25-49%	1.00	1.00	1.00	0.60	1.00	0.62	0.90	1.32	0.81	1.07
76	Pine Rockland	Historically scraped but with pine canopy, dominated by Burma reed	75-89%	25-49%	1.00	1.00	1.00	0.60	1.00	0.62	0.93	0.54	0.84	0.45
76	Pine Rockland	Historically scraped but with pine canopy, dominated by Burma reed	75-89%	25-49%	1.00	1.00	1.00	0.60	1.00	0.62	0.97	0.41	0.88	0.36
79	Pine Rockland	Burma reed dominated	75-89%	25-49%	1.00	1.00	1.00	1.00	1.00	0.79	0.90	0.01	0.87	0.01
79	Pine Rockland	Burma reed dominated	75-89%	25-49%	1.00	1.00	1.00	1.00	1.00	0.79	0.90	0.81	0.87	0.71
79	Pine Rockland	Burma reed dominated	75-89%	25-49%	1.00	1.00	1.00	1.00	1.00	0.79	0.90	0.01	0.87	0.01
79	Pine Rockland	Burma reed dominated	75-89%	25-49%	1.00	1.00	1.00	1.00	1.00	0.79	0.90	0.01	0.87	0.01





**PRE-DEVELOPMENT ASSESSMENT**

Polygon Id	Habitat Value	Polygon Id	Habitat Value
1	0.03	78	0.20
52	0.03	79	0.46
53	0.02	80	0.06
54	0.02	81	0.72
55	0.02	82	0.87
56	0.12	83	0.36
57	0.24	84	0.32
58	0.11	85	0.43
59	0.08	86	0.02
60	0.71	87	0.02
61	0.79	88	0.02
62	0.79	89	0.42
63	0.25	90	0.46
64	0.13	92	0.00
65	0.54	93	0.02
66	0.52	94	0.25
67	0.24	95	0.00
68	0.65	96	0.00
69	0.21	97	0.00
70	0.30	98	0.00
71	0.43	99	0.00
72	0.41	100	0.09
73	0.39	101	0.00
74	0.35	102	0.00
75	0.54	103	0.68
76	0.45	104	0.02
77	0.64		

continued at top right  
Figure 5-1.xlsx

**POST-DEVELOPMENT ASSESSMENT**

polygon ID	Habitat Value
1	0.50
36	0.09
59	0.10
60	3.41
61	1.94
62	2.99
64	1.48
65	1.82
66	3.59
67	3.89
68	4.65
69	1.80
70	0.49
71	1.16
76	1.92
79	0.74
81	1.71
82	2.55
83	0.23
84	0.22
85	2.09
89	0.97
90	3.37
94	2.22
103	0.95

**LEGEND**

- Management Units
- On-site Preserves / Management Units
- Expanded Southern Corridor
- Additional Created Firebreaks Within Preserve

CRC Functional Assessment- Pre and Post Habitat Values

**Coral Reef Commons  
Miami-Dade County, Florida**

ITP # TE15009C-0



PROJECT NUMBER: 047544009

DATE: December 2018

SCALE: 1 inch = 300 feet

**Kimley»Horn**

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K:\VRB\_LDEV\7544009\_Coral Reef Commons\GIS\Functional Assessment\figure amended\HCP\_updated\numbers.mxd

**Exhibit F –Escrow Agreement for Years 2 -5**

## **ESCROW AGREEMENT**

**THIS ESCROW AGREEMENT** (the "Agreement") is made as of \_\_ day of \_\_, 2019, by and among Coral Reef Retail LLC ("CR Retail"), Coral Reef Resi PH I LLC ("CR Resi" and together with CR Retail, the "CR Group"), the United States Fish and Wildlife Service ("USFWS"), and Gunster, Yoakley & Stewart, P.A. (the "Escrow Agent").

**WHEREAS**, the USFWS issued an Incidental Take Permit and Habitat Conservation Plan relating to the development of Coral Reef Commons ("CRC") in Miami-Dade County, Florida (the "Permit"), and in accordance with the Permit, the CR Group will agree to implement and maintain the On-site Conservation Program as described in the Permit and Habitat Conservation Plan;

**WHEREAS**, the CR Group, USFWS, and Escrow Agent successfully implemented an escrow agreement to provide financial assurance while undertaking the On-site Conservation Program as described in the Permit and Habitat Conservation Plan for Year 1 of the On-site Conservation Program (the "Year 1 Work") at the estimated cost of \$707,032.00;

**WHEREAS**, the CR Group anticipates the USFWS will issue an amended Permit, and in accordance with the amended Permit, the CR Group will agree to implement and maintain the On-site Conservation Program as described in the Permit and Habitat Conservation Plan, and in doing so, undertake the activities described in the amended Permit pertaining to Years 2, 3, 4, and 5 of the On-site Conservation Program (the "Years 2-5 Work") at the estimated costs for each year described below in Table 1;

**WHEREAS**, the CR Group has agreed to place with Escrow Agent certain funds as specified herein, which will be held in escrow pursuant to the terms hereof and serve as financial assurance to the USFWS of the CR Group's performance of the Years 2-5 Work;

**WHEREAS**, the Preserve Biologist is a defined person in the Permit and will assist the CR Group in determining when each year of the Years 2-5 Work is completed; and

**WHEREAS**, the Escrow Agent has consented to act as escrow agent and to receive and hold the funds in escrow for the benefit of the CR Group and to satisfy the terms and conditions of the Permit, upon the terms hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Escrow Deposit.

Table 1 describes the estimated costs for each year of Years 2-5 Work.

Table 1.

Year	Estimated Cost
Year 2 (ending on or before March 15, 2020)	\$184,680
Year 3 (ending on or before March 15, 2021)	\$137,500
Year 4 (ending on or before March 15, 2022)	\$47,700
Year 5 (ending on or before March 15, 2023)	\$52,700

Simultaneously with the execution of this Agreement, the CR Group will deposit with Escrow Agent funds in the amount of Three Hundred and Twenty Two Thousand and One Hundred and Eighty U.S. Dollars (\$322,180.00) by wire transfer to the account designated on Exhibit A (the “Escrowed Funds for Years 2-3”). On March 16, 2020, the CR Group will deposit with Escrow Agent funds in the amount of Forty Seven Thousand and Seven Hundred U.S. Dollars (\$47,700) by wire transfer to the account designated on Exhibit A (the “Escrowed Funds for Year 4”). On March 16, 2021, the CR Group will deposit with Escrow Agent funds in the amount of Fifty Two Thousand and Seven Hundred U.S. Dollars (\$52,700) by wire transfer to the account designated on Exhibit A (the “Escrowed Funds for Year 5”). Collectively, the deposits shall be referred to as the “Escrowed Funds.” The Escrow Agent shall hold the Escrowed Funds in escrow, in an account which is not required to be insured by the Federal Deposit Insurance Corporation (“FDIC”) and which shall not bear interest.

2. Disbursement of Escrowed Funds.

Escrow Agent shall disburse the Escrowed Funds as follows:

(a) Instructions for Disbursing Funds to Reimburse for Completion of Years 2-5 Work. Monthly disbursements to the CR Group for completed work are anticipated so that the CR Group may pay invoices for Years 2-5 Work, as such work is completed and certified in accordance with this Agreement. For all Years 2-5 Work, invoices will be submitted to the CR Group on a monthly basis for the work required by the Permit. The CR Group (either CR Retail or CR Resi, or both) and the Preserve Biologist will submit a monthly written certification to Escrow Agent, certifying that the portion of Years 2-5 Work and related invoice undertaken in that month were completed in compliance with the Permit requirements. The written certification to the Escrow Agent shall request a disbursement of Escrow Funds in the amount of the submitted certified invoice. When the Escrow Agent receives a written certification, the Escrow Agent shall distribute to CR Retail, CR Resi, or both (as appropriate) the amount of funds from the Escrow to pay the certified invoice. Invoices that are not certified by at least one entity in the CR Group and the Preserve Biologist shall be rejected by the Escrow Agent. To the extent there are Escrow Funds in excess of \$137,500.00 that are not distributed to pay certified invoices

by the earlier of the end of Year 2 Work or March 14, 2020, these excess Escrow Funds shall be distributed to an entity in the CR Group upon the written certification from at least one entity in the CR Group and Preserve Biologist that all Year 2 Work was completed in compliance with Permit requirements.

To the extent there are Escrow Funds greater than \$47,700.00 that are not distributed to pay certified invoices by the earlier of the end of Year 3 Work or March 14, 2021, these remaining Escrow Funds shall be distributed to an entity in the CR Group upon the written certification from at least one entity in the CR Group and Preserve Biologist that all Year 3 Work was completed in compliance with Permit requirements.

To the extent there are Escrow Funds greater than \$52,700.00 that are not distributed to pay certified invoices by the earlier of the end of Year 4 Work or March 14, 2022, these remaining Escrow Funds shall be distributed to an entity in the CR Group upon the written certification from at least one entity in the CR Group and Preserve Biologist that all Year 4 Work was completed in compliance with Permit requirements.

To the extent there are any remaining Escrow Funds that are not distributed to pay certified invoices by the earlier of the end of Year 5 Work or March 14, 2023, these remaining Escrow Funds shall be distributed to an entity in the CR Group upon the written certification from at least one entity in the CR Group and Preserve Biologist that all Year 5 Work was completed in compliance with Permit requirements.

Upon CR Group's request, excess Escrow Funds from Years 2-4 may be rolled over into the next Year's Escrow Fund and the deposit for the next Year may be decreased by the same amount.

(b) Instructions for When No Written Certification has been Delivered. Except as may be otherwise provided in this Agreement, if Escrow Agent has not received written certification as described above, Escrow Agent shall hold the Escrowed Funds until Escrow Agent shall receive a final, non-appealable order (the "Order") of a court of competent jurisdiction concerning the disposition of the Escrowed Funds, in which event Escrow Agent shall disburse the Escrowed Funds in accordance with the Order. This provision is not intended to limit Escrow Agent's rights under Paragraph 6 or 10 hereof.

(c) Instructions for Disbursing Escrow Funds for Failure to Satisfy Years 2-5 Work. Notwithstanding the foregoing, Escrow Agent will, upon receipt of written instruction from USFWS that the CR Group has failed to satisfy the Years 2-5 Work and is in violation of the Permit, disburse any remaining Escrowed Funds to an entity USFWS designates in writing to the Escrow Agent.

### 3. Agreement with Escrow Agent.

To induce Escrow Agent to act hereunder, the CR Group and USFWS further acknowledge and agree that:

(a) Escrow Agent shall not be under any duty to give the escrowed property held by it hereunder any greater degree of care than it gives its own similar property.

(b) This Agreement expressly sets forth all the duties of Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against Escrow Agent. Escrow Agent shall not be bound by the provisions of any agreement between the CR Group and the USFWS except this Agreement.

(c) Escrow Agent shall have no liability with regard to any duty under this Agreement and shall not be responsible for the loss of the escrowed property, errors of judgment, any act done or step taken or omitted by Escrow Agent, mistakes in fact or law, or anything Escrow Agent may do or refrain from doing in connection herewith, except in the event of willful and intentional misconduct on the part of Escrow Agent.

(d) Escrow Agent may act pursuant to the advice of counsel (including lawyers employed by Escrow Agent) with respect to any matter relating to this Agreement, and shall not be liable for any action taken or omitted in accordance with such advice.

(e) Escrow Agent does not have any interest in the escrowed property deposited hereunder but is serving as escrow holder only.

(f) Escrow Agent makes no representation as to the validity, value, genuineness or the collectability of any security or other documents or instrument held by or delivered to Escrow Agent.

(g) Escrow Agent shall have no responsibility for the contents of any writing of any third party contemplated herein as a means to resolve disputes, and may rely without any liability upon the contents thereof.

(h) Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of the CR Group to perform or comply with any provisions of this Agreement.

(i) If Escrow Agent is faced with inconsistent claims or demands of the parties to this Agreement, Escrow Agent may refuse to take further action until directed to do so by joint instruction of the CR Group and the USFWS, or until Escrow Agent shall have received instructions from a court of competent jurisdiction.

(j) Escrow Agent's duties and responsibilities shall be determined only with reference to this Agreement. Escrow Agent is not charged with any duties or responsibilities in connection with any other document or agreement. Escrow Agent is not charged with any knowledge of any other document or agreement.

(k) Escrow Agent may execute any of its powers or responsibilities hereunder either directly or by or through its officers, employees, agents or attorneys.

#### 4. Reliance on Documents by the Escrow Agent.

The Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument, Release Notice, Notice of Objection or other writing delivered to Escrow Agent hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. The Escrow Agent may act in reliance upon

any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, or other document has been so duly authorized. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in the escrow created by this Agreement, nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the safekeeping of monies, instruments, or other documents received by it as Escrow Agent under this Agreement, and for the disposition of the same in accordance with the terms and conditions of this Agreement.

5. Indemnification of Escrow Agent.

Except in cases of the Escrow Agent's willful misconduct, CR Retail and CR Resi each, jointly and severally, agrees to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees, or charges of any character or nature which Escrow Agent may incur or with which it may be threatened by reason of Escrow Agent's actions as Escrow Agent under this Agreement; and, in connection therewith, except in cases of willful misconduct, to indemnify the Escrow Agent against any and all expenses, including without limitation reasonable attorneys' fees and expenses (including but not limited to all fees and costs incident to any appeals which may result). The Escrow Agent may itself defend any suit brought against it and shall be equally entitled to receive reasonable attorneys' fees and expenses (including but not limited to all fees and costs incident to any appeals which may result), except in cases of the Escrow Agent's willful misconduct.

6. Discretion of Escrow Agent to File an Interpleader Action in the Event of Dispute.

If the parties, including the Escrow Agent, are in disagreement about the interpretation of this Agreement, or about the rights and obligations of or the propriety of any action contemplated by the Escrow Agent under this Agreement, or if the Escrow Agent receives any conflicting demands or claims regarding any monies, instruments or documents delivered to the Escrow Agent, the Escrow Agent may, but shall not be required to, file an action in interpleader to resolve any disagreement in a court of competent jurisdiction in Palm Beach County, Florida. The Escrow Agent shall be indemnified for all costs, including without limitation reasonable attorneys' fees and expenses (including but not limited to all fees and costs incident to any appeals that may result), in connection with any interpleader action, and shall be fully protected in suspending all or a part of its activities under this Agreement until a final and unappealable judgment or order in the interpleader action is rendered.

7. Consultation with Counsel.

The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection to act or not to act in accordance with the opinion of such counsel as to any matters in connection with this Agreement to the extent that any act or failure to act undertaken on the advice of counsel is undertaken in good faith and is not contrary to the specific provisions of this Agreement.

8. Standard of Care.

The Escrow Agent shall not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind, unless caused by willful misconduct.

9. Representation by Escrow Agent.

Escrow Agent is the law firm representing the CR Group and may continue to represent any entity or entities in the CR Group in this or any other matter, including litigation arising from the Permit.

10. Resignation of Escrow Agent.

The Escrow Agent may resign upon ten (10) days written notice to any entity in the CR Group and USFWS. If a successor Escrow Agent ("Successor Escrow Agent") is not appointed within this ten (10) day period, the Escrow Agent may petition a court of competent jurisdiction in Palm Beach County, Florida to name a successor. Any Successor Escrow Agent shall have the same rights and obligations under this Agreement as the Escrow Agent; provided, however, that any Successor Escrow Agent shall not be held liable for any acts or omissions of the Escrow Agent or any prior Successor Escrow Agent.

11. Notices.

Any notice, request, demand, waiver, consent, approval, or other communication which is required or permitted under this Agreement shall be in writing and shall be deemed given: (a) on the date established by the sender as having been delivered personally; (b) on the date delivered by a private courier, as established by the sender by evidence obtained from the courier; (c) on the date sent by email, with confirmation of transmission, if sent during normal business hours of the recipient or, if not, then on the next business day; or (d) on the fourth (4th) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. To be valid, a notice or other communication must be addressed as follows:

**If to the CR Group:**

Coral Reef Resi PH I LLC  
Coral Reef Retail LLC  
4801 PGA Boulevard  
Palm Beach Gardens, FL 33418  
Attention: Kerry-Ann Wilson  
Email: Kwilson@ramrealestate.com  
Phone: 561-630-6110

With a simultaneous copy to:  
Coral Reef Resi PH I LLC  
Coral Reef Retail LLC  
4801 PGA Boulevard  
Palm Beach Gardens, FL 33418  
Attention: Karen D. Geller, FL 33418  
Email: kgeller@ramrealestate.com  
Phone: 561-630-6110

**If to USFWS:**

United States Fish and Wildlife Service  
South Florida Ecological Services Office  
1339 20<sup>th</sup> Street  
Vero Beach, FL 32960-3559  
Attention: Ashleigh Blackford  
Email: Verobeach@fws.gov  
Phone: 772-562-3909

**If to the Escrow Agent:**

Gunster, Yoakley & Stewart, P.A.  
450 E. Las Olas Boulevard  
Suite 1400  
Fort Lauderdale, FL 33301  
Attention: Luna E. Phillips, Esq.  
Email: lphillips@gunster.com  
Phone: 954-712-1478

or to such other address or to the attention of such person as the recipient party has specified by prior written notice to the sending party (or in the case of counsel, to such other readily ascertainable business address as such counsel may hereafter maintain). If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above shall control.

12. The CR Group's Designated Representatives.

Each entity constituting the CR Group hereby authorizes each of Karen Geller, Esq., Hugo Pacanins, and Kerry-Ann Wilson to be its designated representative, or any one of them with individual power of substitution, with full power and authority to provide any notice on behalf of the CR Group permitted or required hereunder, including any notices to Escrow Agent with respect to the disposition of the Escrowed Funds.

13. USFWS's Designated Representative.

USFWS hereby authorizes the person holding the title Supervisory Wildlife Biologist, Planning and Resource Conservation East and/or Roxanna Hinzman, Project Leader, to be its designated representative, with full power and authority to provide any notice on behalf of USFWS permitted or required hereunder, including any notices to Escrow Agent with respect to the disposition of the Escrowed Funds.

14. Successors and Assigns.

The rights created by this Agreement shall inure to the benefit of, and the obligations created hereby shall be binding upon, the legal representatives, administrators, successors and assigns of the parties to this Agreement.

15. Entire Agreement.

This Agreement and all exhibits and schedules attached to this Agreement, if any, represent the entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and supersedes all other negotiations, understandings and representations (if any), whether oral or written, made by and between such parties.

16. Amendments.

The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.

17. Assignments.

No party shall assign his or its rights and/or obligations hereunder without the prior written consent of each other party to this Agreement.

18. Survival.

All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

19. Waivers.

The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

20. Governing Law.

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

21. Enforcement Costs.

If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

22. Remedies Cumulative.

Except as otherwise expressly provided in this Agreement, no remedy in this Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy under this Agreement shall preclude any other or further exercise thereof.

23. Severability.

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

24. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Emailed or facsimile signatures shall be valid as originals for all purposes.

25. Termination.

This Escrow Agreement shall terminate and the Escrow Agent shall be discharged of all responsibility hereunder at such time as the Escrow Agent shall have performed its duties in accordance with Paragraph 2 of this Agreement.

26. Jurisdiction and Venue.

The parties acknowledge that a substantial portion of the negotiations and anticipated performance of this Agreement occurred or shall occur in Palm Beach County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Palm Beach County or the United States District Court, Southern District of Florida.

Each party consents to the jurisdiction of such Florida court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such Florida court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

27. **Waiver of Jury Trial.**

**IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THE TRANSACTION GOVERNED BY THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THIS PARAGRAPH 27, WHICH CONCERNS THE WAIVER OF EACH PARTY'S RIGHT TO TRIAL BY JURY.**

**[NO FURTHER TEXT; SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

Coral Reef Retail LLC  
By: Coral Reef Commons Ram LLC, as Manager

By: \_\_\_\_\_  
Keith L. Cummings, as Manager

Coral Reef Resi PH I LLC  
By: Coral Reef Commons Ram LLC, as Manager

By: \_\_\_\_\_  
Keith L. Cummings, as Manager

United States Fish and Wildlife Service  
By: Roxanna Hinzman, Project Leader

By: \_\_\_\_\_  
Roxanna Hinzman, Project Leader  
for the South Florida Ecological Services  
Office

GUNSTER, YOAKLEY & STEWART, P.A.

By: \_\_\_\_\_  
Luna E. Phillips, Esq.  
Gunster Law Firm

**Exhibit A**

**Wire Transfer Instructions**

[Add GYS Escrow Instructions]

**Exhibit G – Revised Conservation Easement and 2019 Conservation Area Survey and Legal Descriptions**

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:**

CORAL REEF RETAIL LLC,  
a Delaware limited liability company

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

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

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

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

**Witnesses:**

\_\_\_\_\_  
(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 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

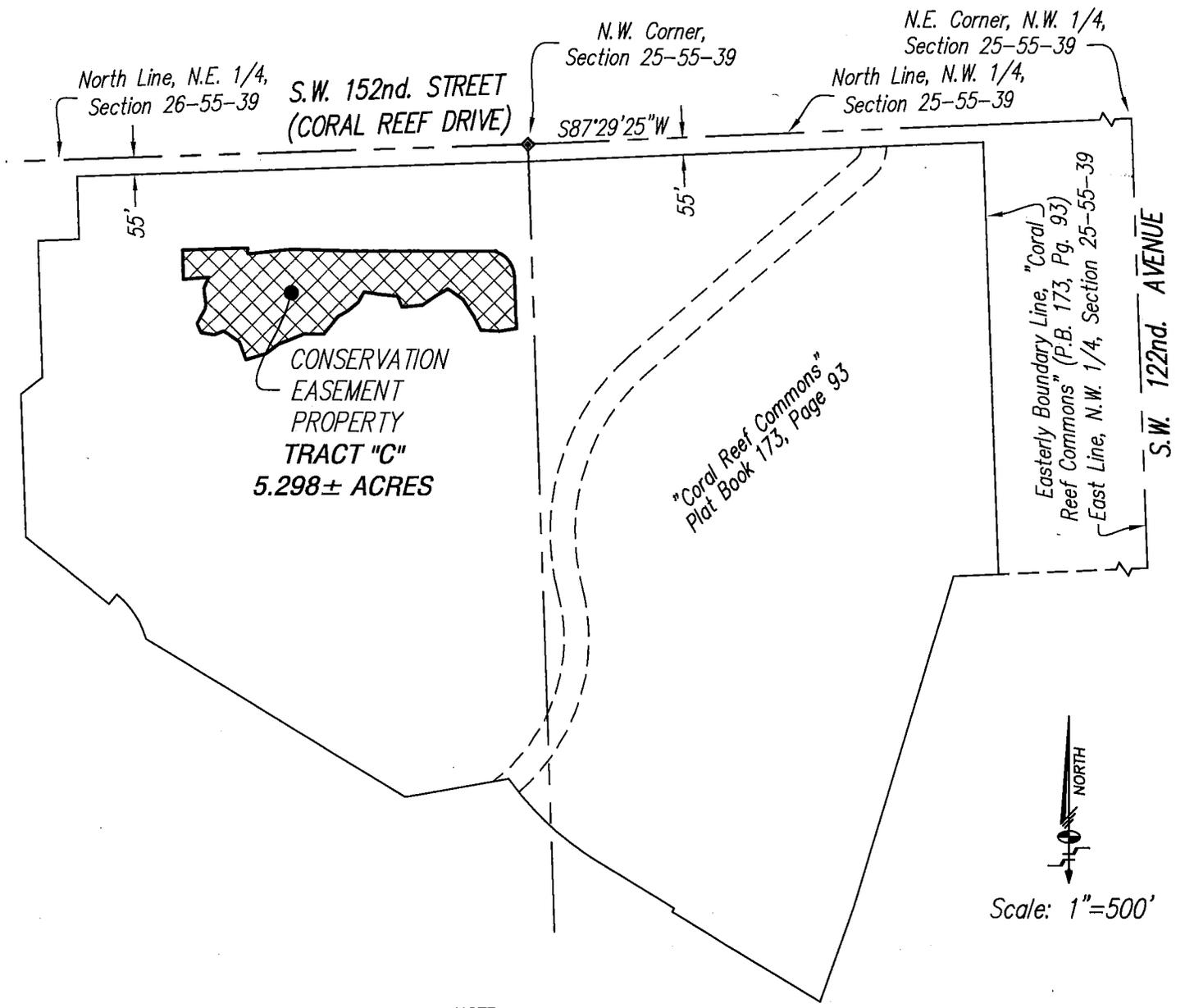
[NOTARY SEAL]



**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.

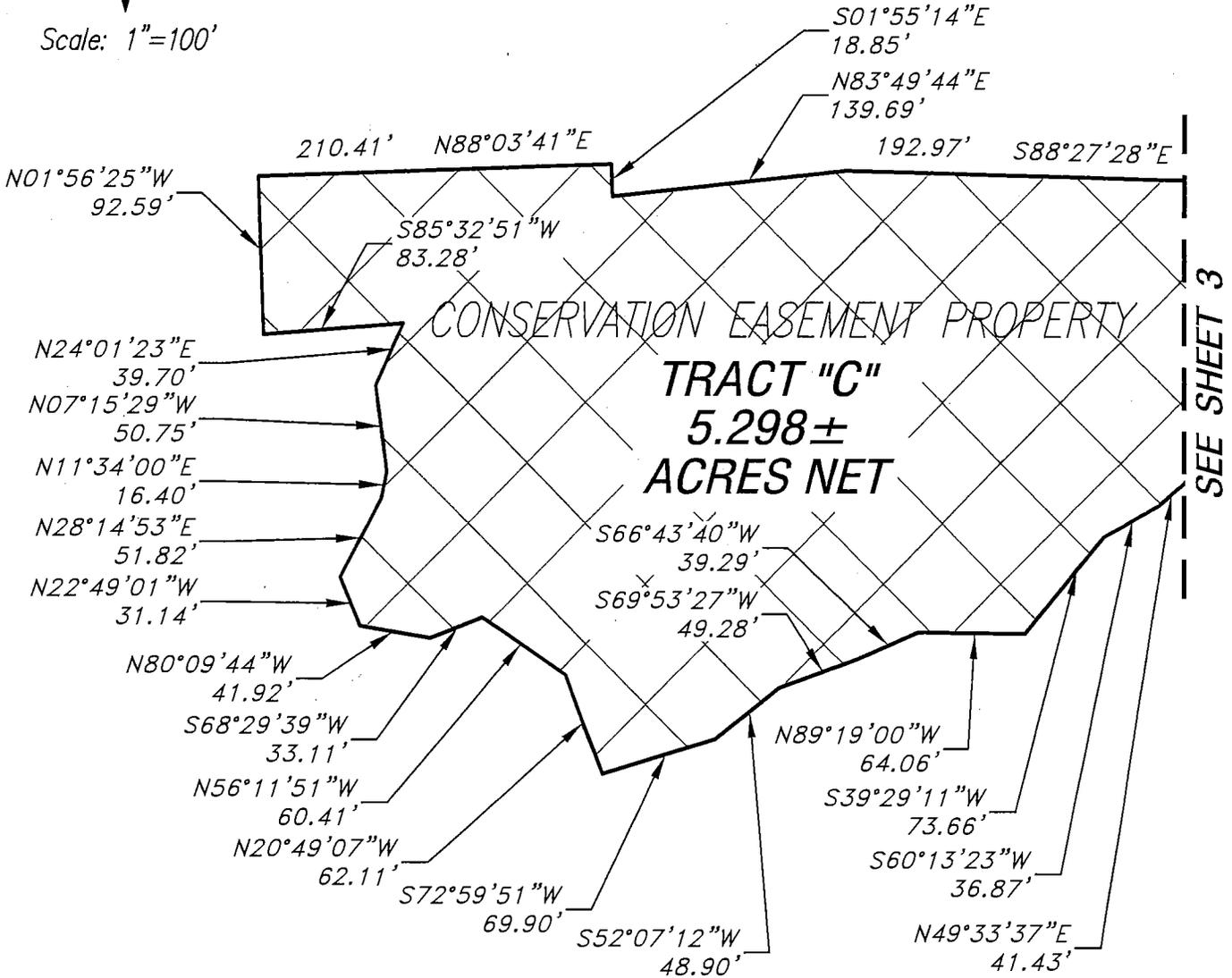


# SKETCH

## 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

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(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 207877

DATE: NOVEMBER 16, 2017

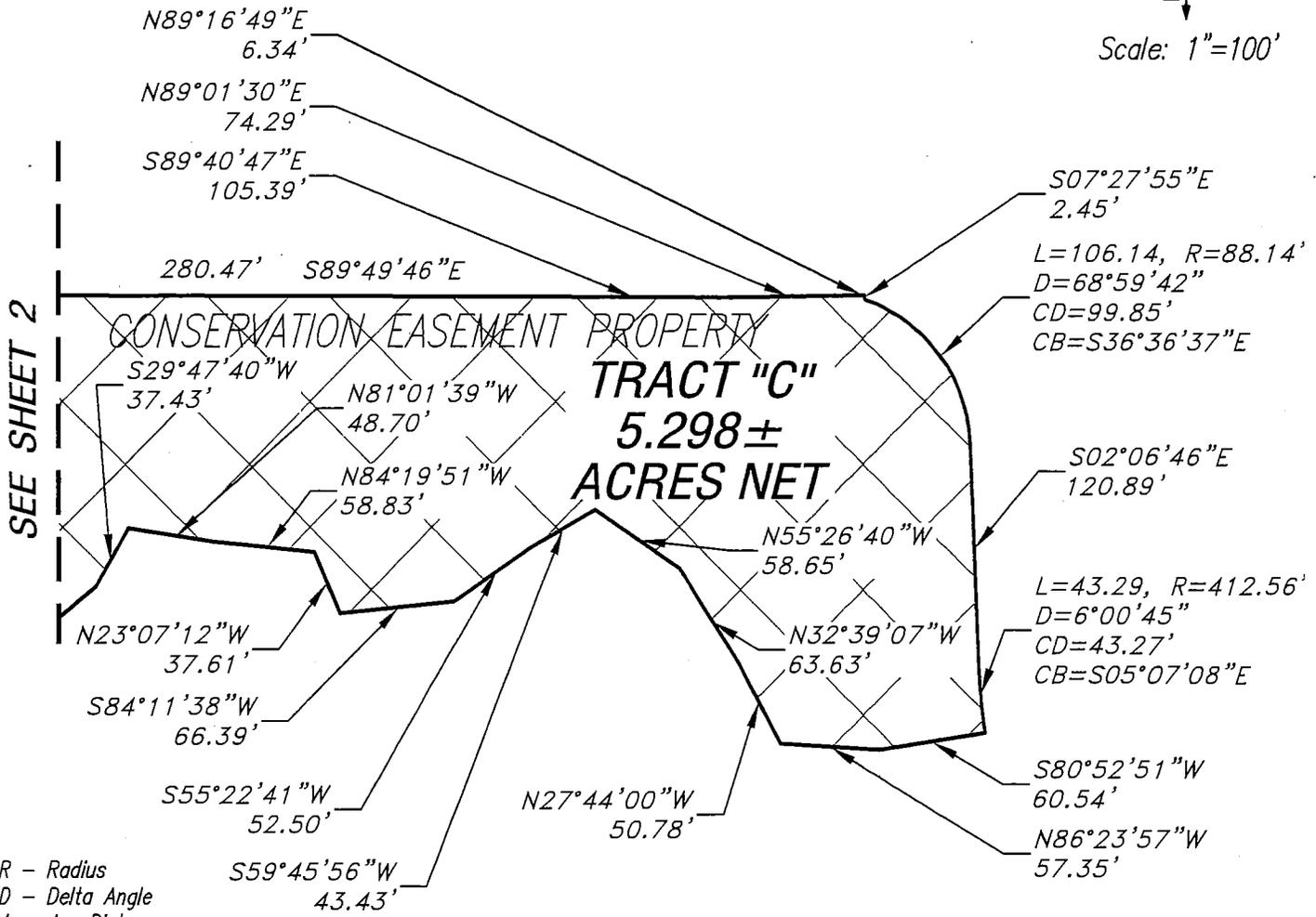
SHEET 2 OF 4 SHEET(S)

F.B.: N.A.

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



Scale: 1"=100'



SEE SHEET 2

**TRACT "C"**  
**5.298±**  
**ACRES NET**

- R - Radius
- D - Delta Angle
- A - Arc Distance
- CB - Chord Bearing
- CD - Chord Distance

**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

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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

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

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THIS IS NOT A "LAND SURVEY."

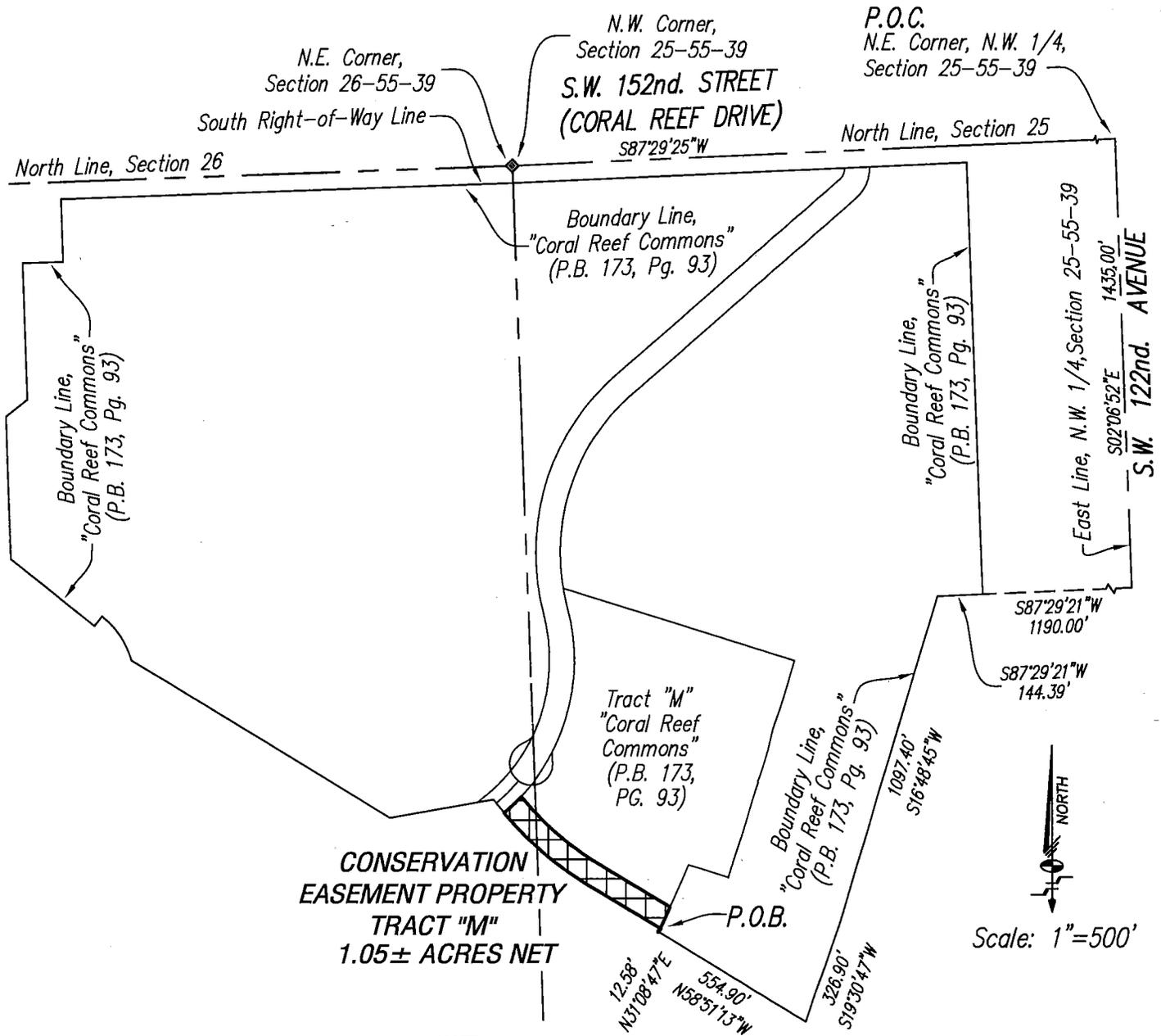
ORDER NO.: 207877

DATE: NOVEMBER 16, 2017

SHEET 4 OF 4 SHEET(S)

F.B.: N.A.

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



**CONSERVATION  
 EASEMENT PROPERTY  
 TRACT "M"  
 1.05± ACRES NET**

**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.**

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(LB-87)

THIS IS NOT A "LAND SURVEY."

ORDER NO.: 209930

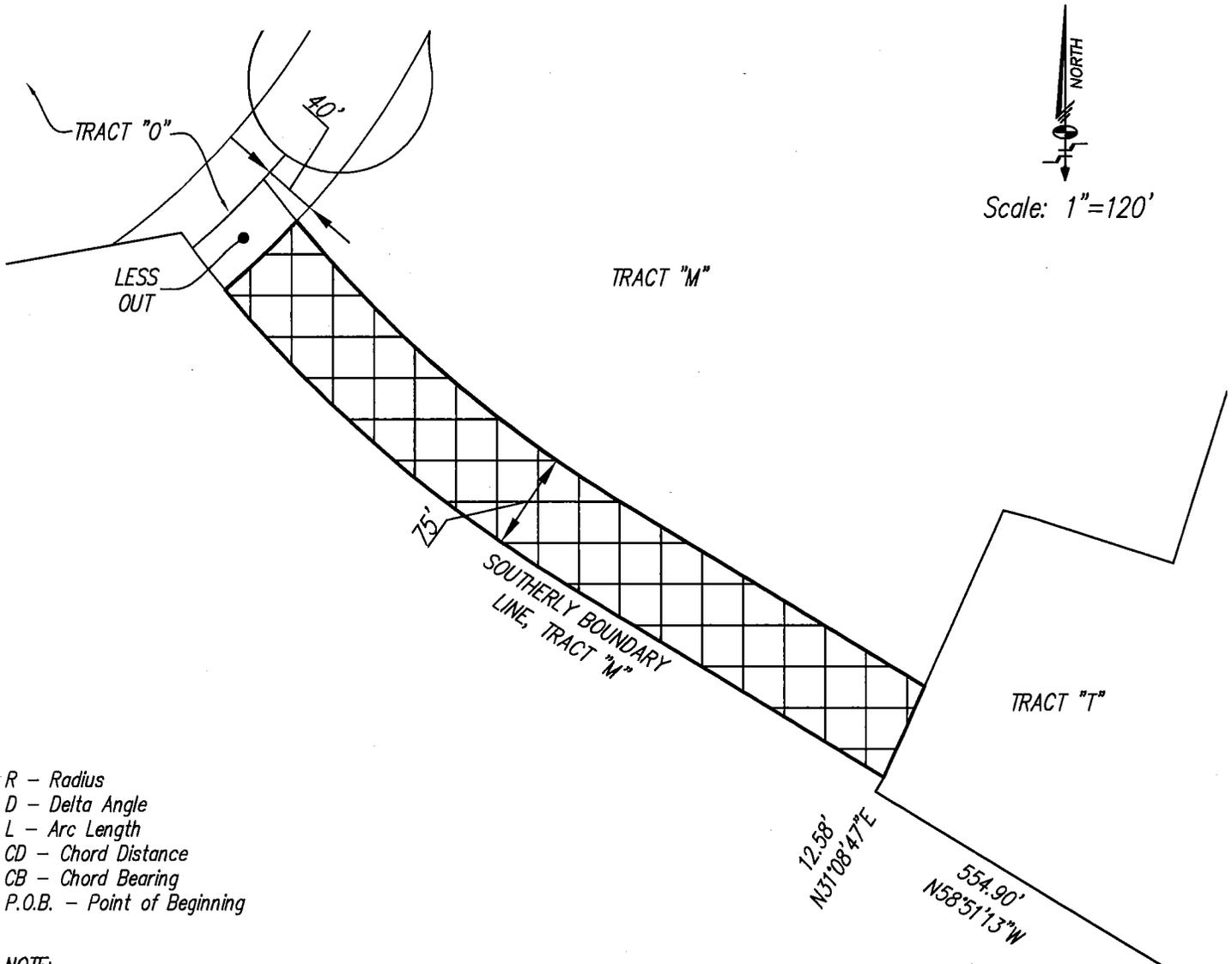
DATE: MARCH 7, 2019

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

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(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.***

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3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

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

(LB-87)



THIS IS NOT A "LAND SURVEY."

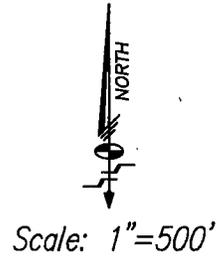
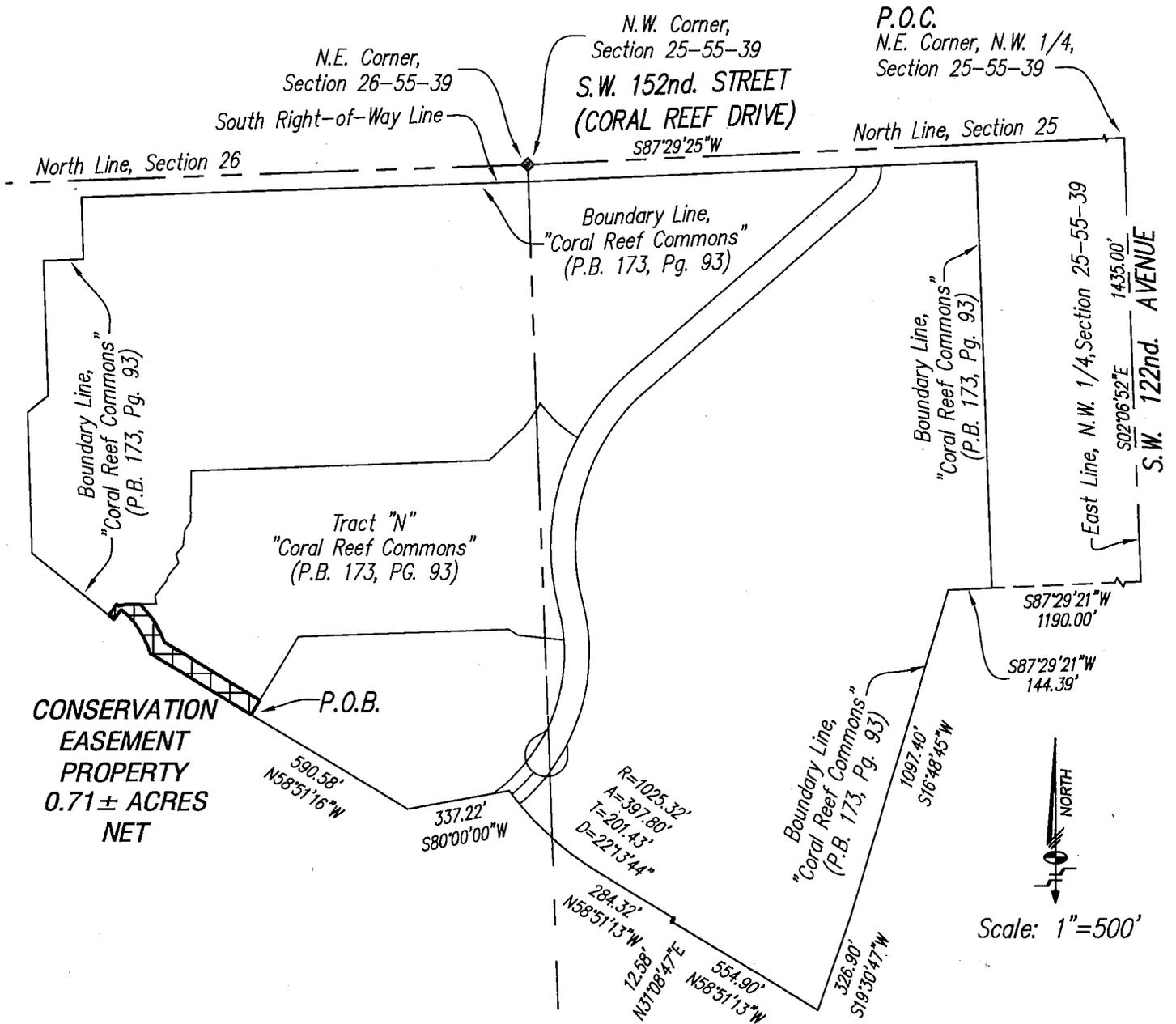
ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 3 OF 3 SHEET(S)

F.B.: N.A.

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



**NOTE:**

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.

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

See Sheet 3 of 3 for Legal Description.

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

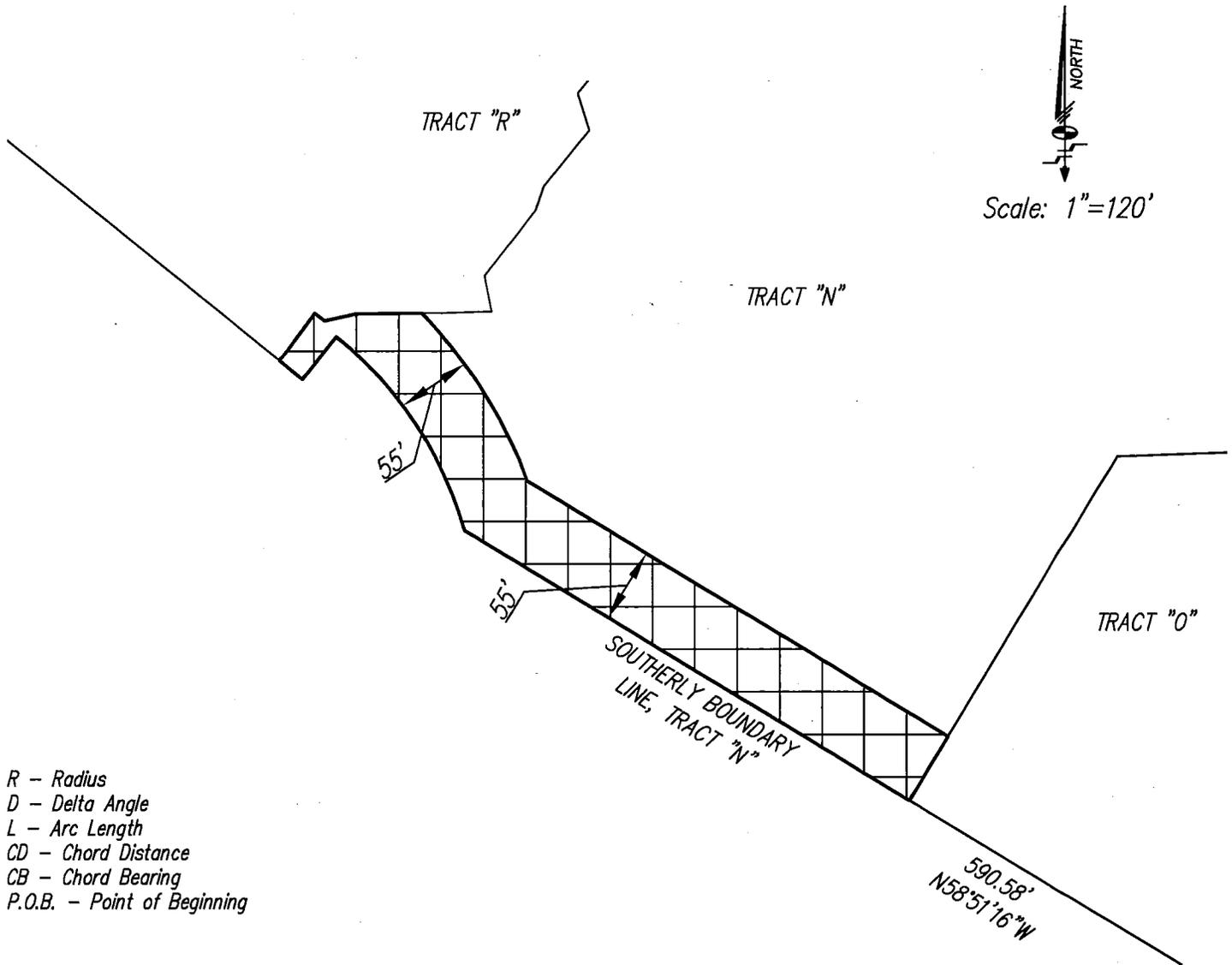
LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS  
 3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

(LB-87)

THIS IS NOT A "LAND SURVEY."  
 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

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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

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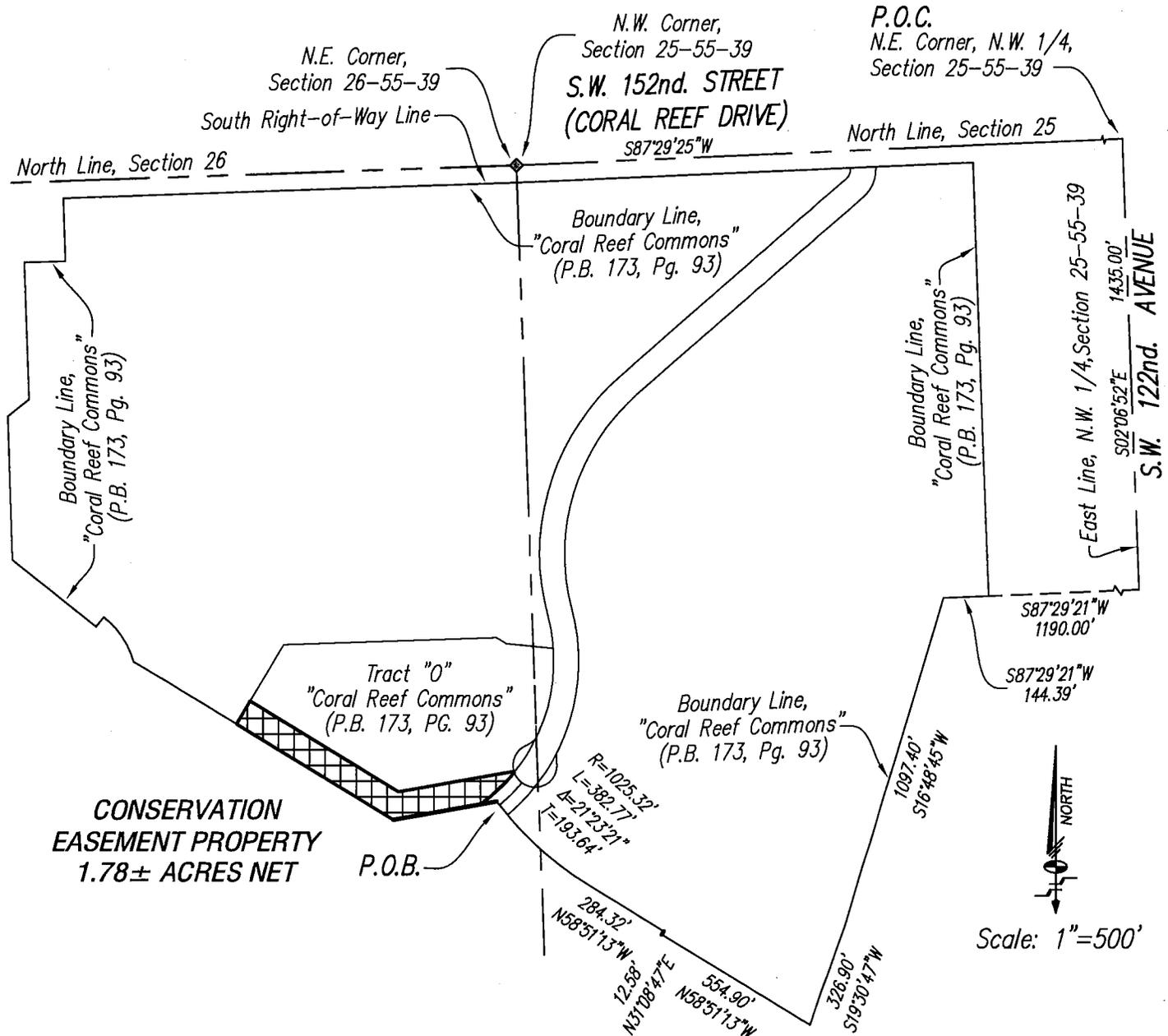


THIS IS NOT A "LAND SURVEY."  
ORDER NO.: 209930

DATE: MARCH 7, 2019

SHEET 3 OF 3 SHEET(S)  
F.B.: N.A.

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



**CONSERVATION  
 EASEMENT PROPERTY  
 1.78± ACRES NET**

**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.**

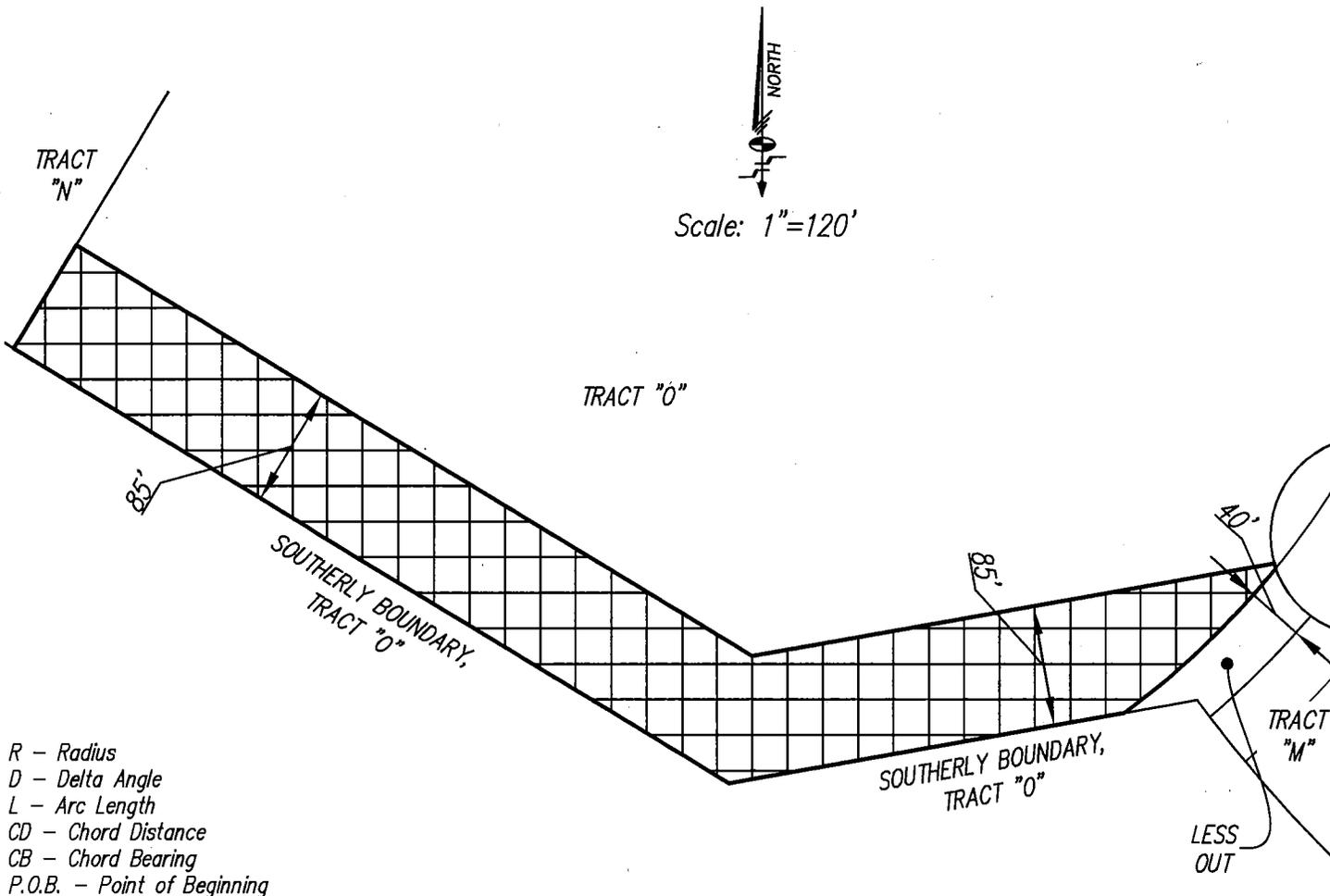
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(LB-87)

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 ORDER NO.: 209930  
 DATE: MARCH 7, 2019  
 SHEET 1 OF 3 SHEET(S) F.B.: N.A.



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



- 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

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(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

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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'



N.E. Corner,  
Section 26-55-39

N.W. Corner,  
Section 25-55-39

N.E. Corner, N.W. 1/4,  
Section 25-55-39

South Right-of-Way Line

S.W. 152nd. STREET  
(CORAL REEF DRIVE)

North Line, Section 25

North Line, Section 26

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

CONSERVATION  
EASEMENT PROPERTY  
TRACT "P"  
3.720 ± ACRES NET

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  
S.W. 122nd. AVENUE

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.

(LB-87)

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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

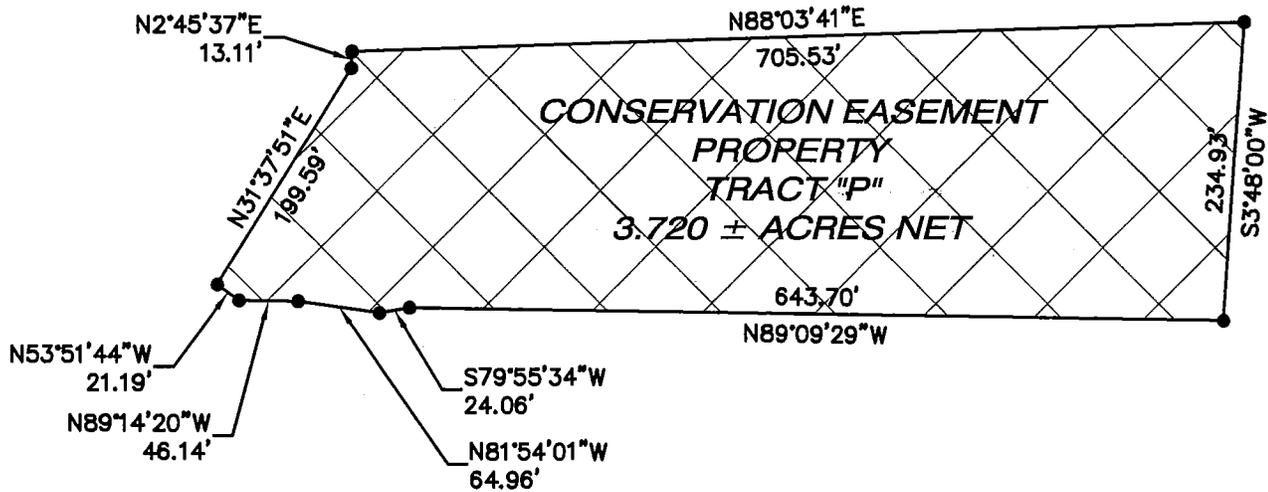
SHEET 1 OF 2 SHEET(S)

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

NOTE: Prepared For: RAM REALTY ADVISORS

Update: August 31, 2017, Order No. 207548

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

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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'



N.E. Corner,  
Section 26-55-39

N.W. Corner,  
Section 25-55-39

N.E. Corner, N.W. 1/4,  
Section 25-55-39

South Right-of-Way Line

S.W. 152nd. STREET  
(CORAL REEF DRIVE)

North Line, Section 25

North Line, Section 26

N88°03'41"E

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

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

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

S.W. 122nd. AVENUE

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

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

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ORDER NO.: 201600

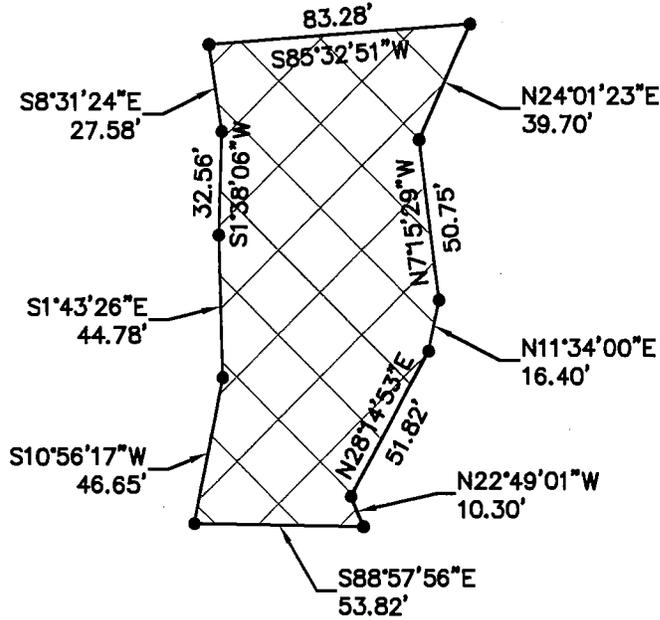
DATE: July 22, 2013

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

NOTE: Prepared For: RAM REALTY ADVISORS

Update: August 31, 2017, Order No. 207548

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(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'



N.E. Corner,  
Section 26-55-39

N.W. Corner,  
Section 25-55-39

N.E. Corner, N.W. 1/4,  
Section 25-55-39

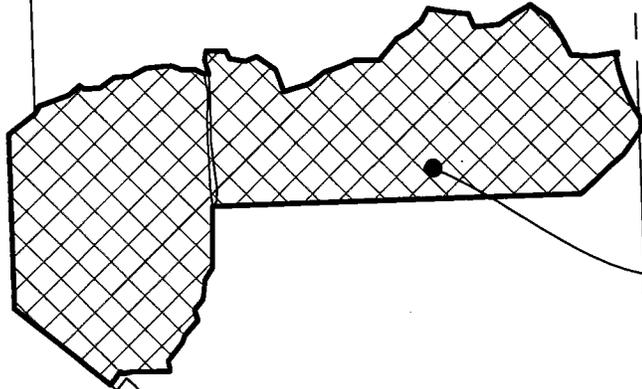
South Right-of-Way Line

S.W. 152nd. STREET  
(CORAL REEF DRIVE)

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)

CONSERVATION  
EASEMENT PROPERTY  
TRACT "R"  
18.290 ±  
ACRES NET

Boundary Line,  
"Coral Reef Commons"  
(P.B. 173, Pg. 93)  
East Line, N.W. 1/4, Section 25-55-39  
S02°06'52"E

S.W. 122nd. AVENUE

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

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.**

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ORDER NO.: 201600

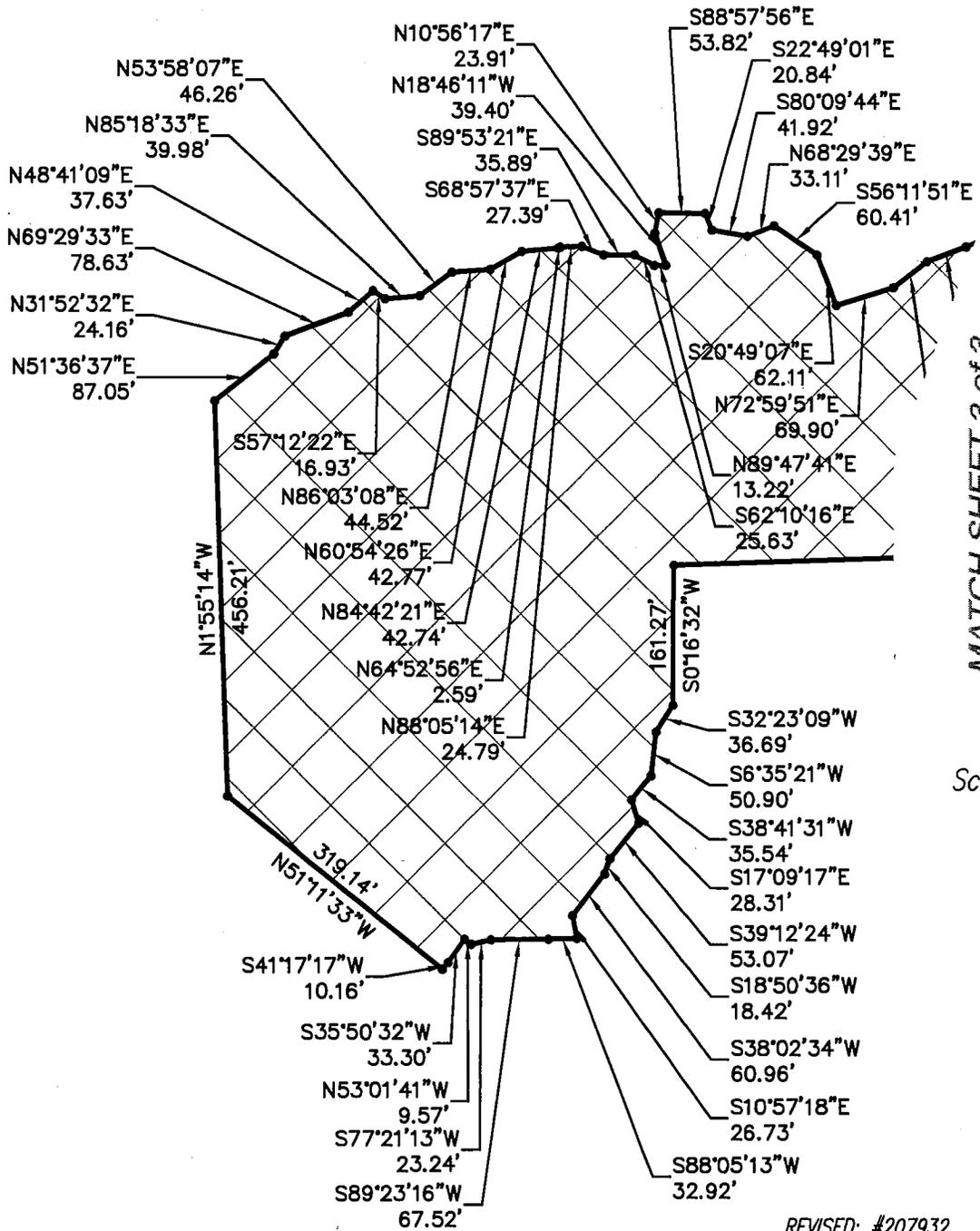
DATE: July 22, 2013

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

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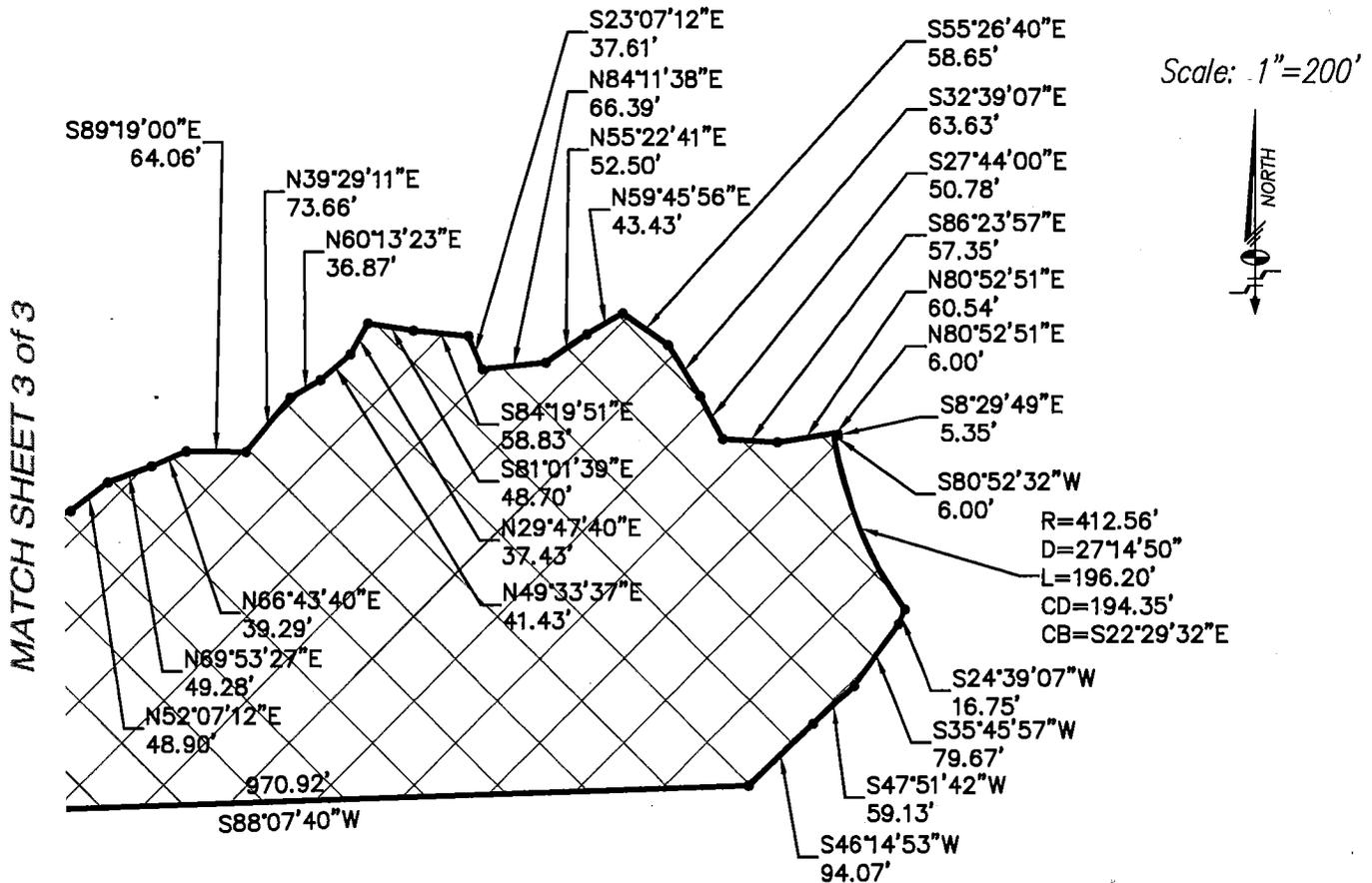
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: BROWARD: (954) 435-7010 FAX: (954) 438-3288

THIS IS NOT A "LAND SURVEY."  
 ORDER NO.: 201600  
 DATE: July 22, 2013  
 SHEET 2 OF 3 SHEET(S) F.B.: N.A.

(LB-87)



**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

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THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: July 22, 2013

SHEET 3 OF 3 SHEET(S)

F.B.: N.A.



SKETCH

CONSERVATION EASEMENT PROPERTY-TRACT "S"

Scale: 1"=500'



N.E. Corner,  
Section 26-55-39

N.W. Corner,  
Section 25-55-39

N.E. Corner, N.W. 1/4,  
Section 25-55-39

South Right-of-Way Line  
North Line, Section 26

S.W. 152nd. STREET  
(CORAL REEF DRIVE)

North Line, Section 25

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

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

**CONSERVATION  
EASEMENT PROPERTY  
TRACT "S"  
9.452±  
ACRES NET**

Boundary Line,  
"Coral Reef Commons"  
(P.B. 173, Pg. 93)  
East Line, N.W. 1/4, Section 25-55-39  
S02°06'52"E

S.W. 122nd. AVENUE

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

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

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ORDER NO.: 201600

DATE: June 17, 2013

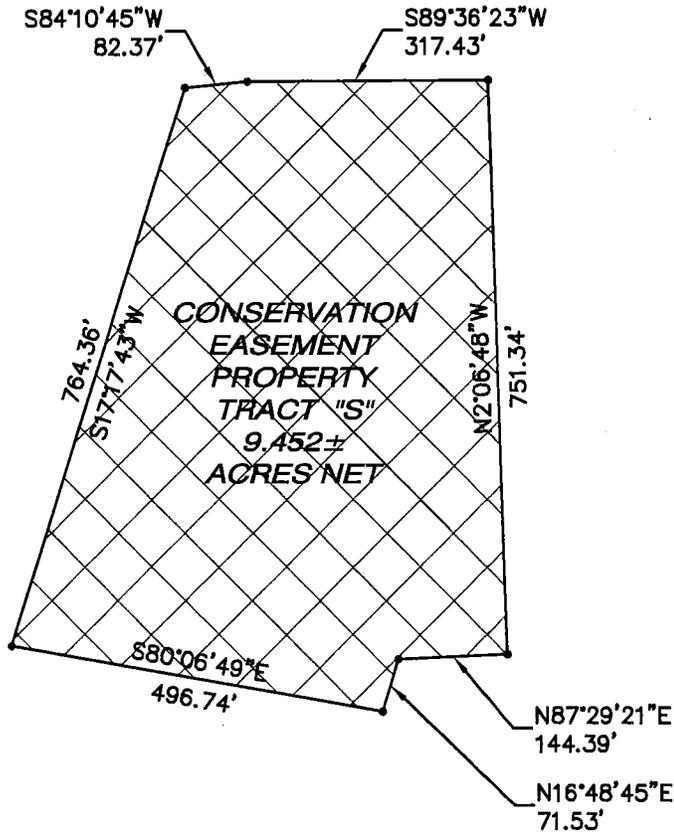
SHEET 1 OF 2 SHEET(S)

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

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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"



N.E. Corner,  
Section 26-55-39

N.W. Corner,  
Section 25-55-39

N.E. Corner, N.W. 1/4,  
Section 25-55-39

South Right-of-Way Line

S.W. 152nd. STREET  
(CORAL REEF DRIVE)

North Line, Section 25

North Line, Section 26

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

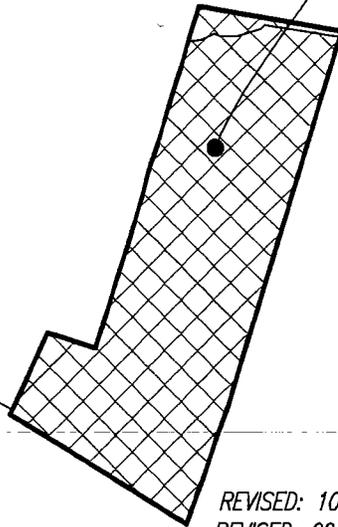
Boundary Line,  
"Coral Reef Commons"  
(P.B. 173, Pg. 93)

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

Boundary Line,  
"Coral Reef Commons"  
(P.B. 173, Pg. 93)  
East Line, N.W. 1/4, Section 25-55-39  
S02°06'52"E

S.W. 122nd. AVENUE

CONSERVATION  
EASEMENT PROPERTY  
TRACT "T"  
12.106± ACRES NET



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

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THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: July 22, 2013

SHEET 1 OF 2 SHEET(S)

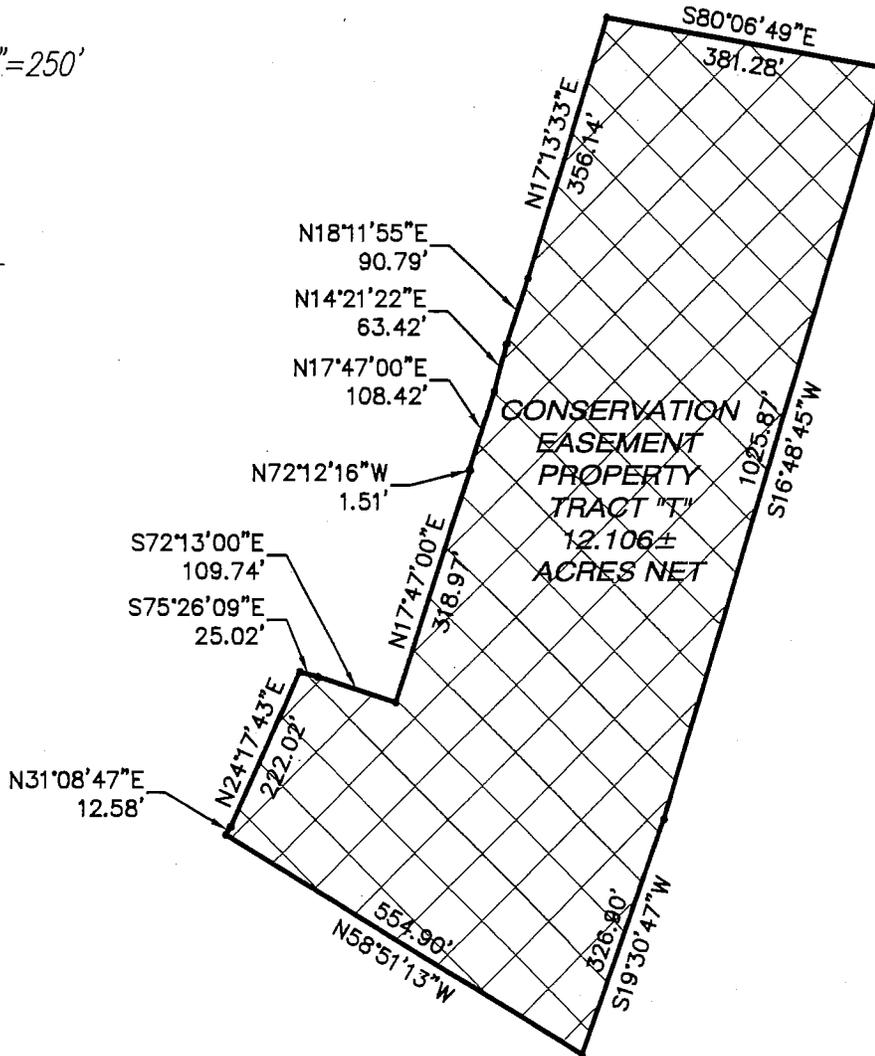
F.B.: N.A.



# 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.

NOTE: Prepared For: RAM REALTY ADVISORS

REVISED: 10-02-2019, #210928

REVISED: 09-04-2019

REVISED: #207932

REVISED: 05-29-2019, #210292

Update: August 31, 2017, Order No. 207548

# Schwebke-Shiskin & Associates, Inc.

(LB-87)

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THIS IS NOT A "LAND SURVEY."

ORDER NO.: 201600

DATE: July 22, 2013

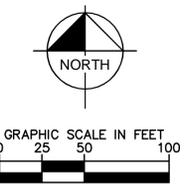
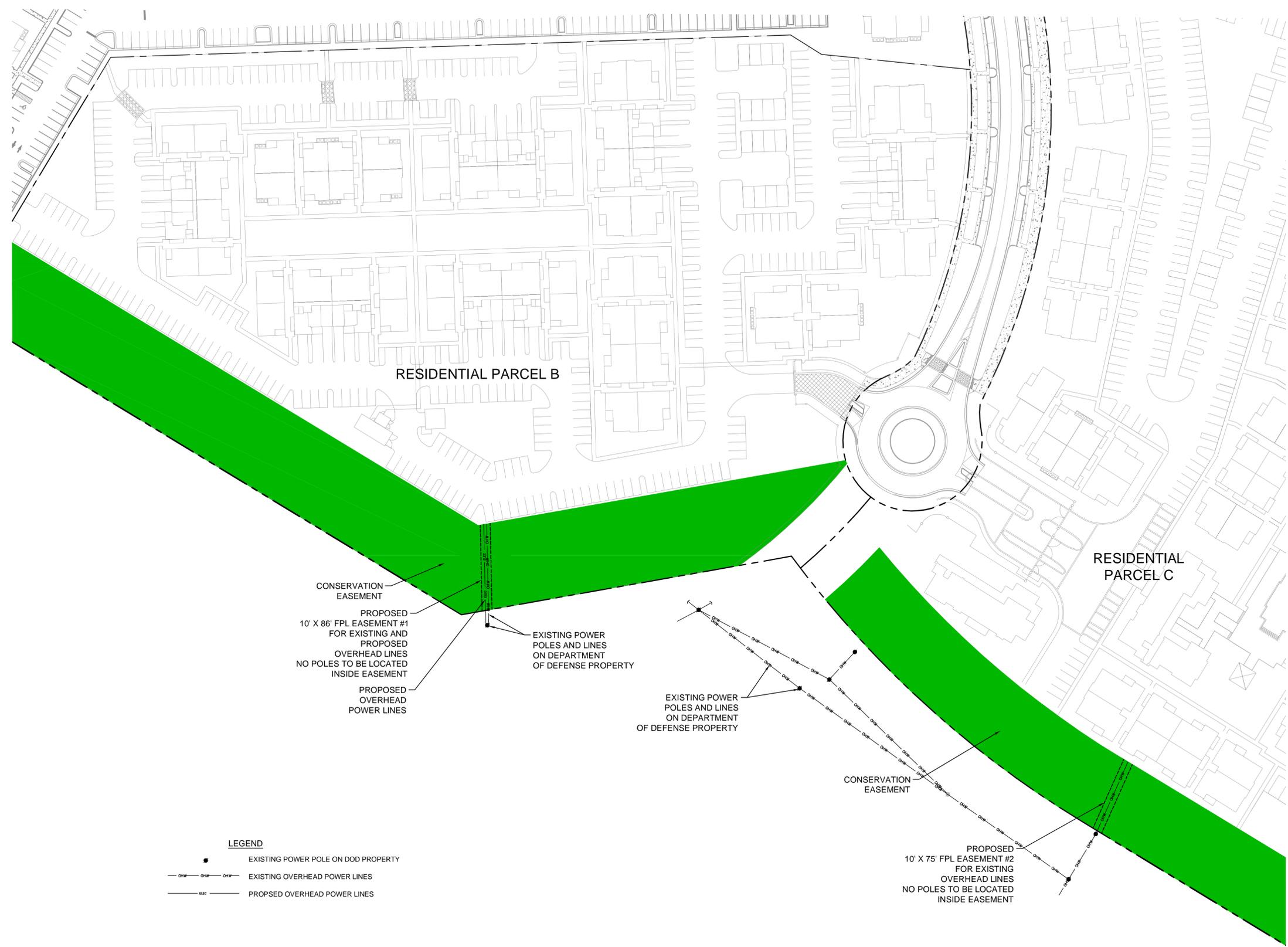
SHEET 2 OF 2 SHEET(S)

F.B.: N.A.



**Exhibit H – FPL Proposed Utility Easement Graphic**

Plotted By: Meeks, Liz Sheet: Set: Kna Layout: FPL Easement Exhibit - September 10, 2019 02:41:25pm K:\VRE\_LDEV\47544009\_Coral Reef Commons\CADD\Exhibits\FPL Easement\FPL Easement\_VFL Easement\_Exhibit.dwg  
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- LEGEND**
- EXISTING POWER POLE ON DOD PROPERTY
  - OHP — OHP — OHP — EXISTING OVERHEAD POWER LINES
  - OPC — OPC — OPC — PROPOSED OVERHEAD POWER LINES