

RESOLUTION NO. R 2020-079

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, MEMORIALIZING THE ACCEPTANCE OF AN AMENDED DEED OF CONSERVATION EASEMENT CONCERNING THE DEVELOPMENT KNOWN AS ARBOR RESERVE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Town Resolution 2017-254, the Town of Davie acknowledged the acceptance of a Deed of Conservation Easement from Deseret Holdings, LLC, and its successors in interest, to Davie Area Land Trust, Inc.; and

WHEREAS, the Town Council desires to memorialize the acceptance of an Amended Deed of Conservation Easement executed by CC Homes at Davie, LLC, successor in interest to Deseret Holdings, LLC, in favor of the Davie Area Land Trust, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council of the Town of Davie hereby memorializes the acceptance of the Amended Deed of Conservation Easement executed by CC Homes at Davie, LLC, successor in interest to Deseret Holdings, LLC, in favor of Davie Area Land Trust, Inc., as set forth in attachment "A".

Section 3. This Agreement shall be recorded in the Public Records of Broward County.

Section 4. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 5. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 4TH DAY OF MARCH, 2020.


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 4TH DAY OF MARCH, 2020.

Approved as to Form and Legality:


TOWN ATTORNEY

This instrument prepared by:

Steven J. Vaider, Esq.
White & Case, LLP
Southeast Financial Center
200 S. Biscayne Boulevard
Suite 4900
Miami, Florida 33131

Space above this line for recorder's use

AMENDMENT TO DEED OF CONSERVATION EASEMENT

THIS AMENDMENT ("Amendment") is entered into on this 4 day MARCH, 2020 by and between CC HOMES AT DAVIE, LLC, a Florida limited liability company, successor in interest to DESERET HOLDINGS, LLC, a Utah limited liability company ("Grantor"), whose mailing address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida 33134, and DAVIE AREA LAND TRUST, INC., a Florida not for profit corporation, whose mailing address is 6591 Orange Drive, Davie, Florida 33314 ("Grantee", and together with the Grantor, collectively, the "Parties").

WHEREAS, Grantor and Grantor's predecessor in interest entered into that certain Deed of Conservation Easement (the "Conservation Easement"), which Conservation Easement was dated as of November 3, 2015, and recorded on April 22, 2016, under Instrument #113649245, of the Public Records of Broward County, Florida.

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

WHEREAS, it is the intention of the Parties that the Conservation Easement be modified and amended to substitute and replace the legal description of the conservation area ("Conservation Area") set forth on Exhibit "B" attached thereto.

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid by each party hereto unto the other, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

1. Conservation Area. The legal description of the Conservation Area described on Exhibit "B" to the Conservation Easement is hereby substituted and replaced with the attached Exhibit "B".
2. Ratification. Except as modified and amended hereby, the Conservation Easement is hereby ratified and affirmed and remains in full force and effect.

IN WITNESS WHEREOF, Grantor has executed this Amendment on the respective dates under each signature.

WITNESSED BY:

GRANTOR:

[Signature]
Name: RYAN PALONKA

CC HOMES AT DAVIE, LLC, a Florida limited liability company

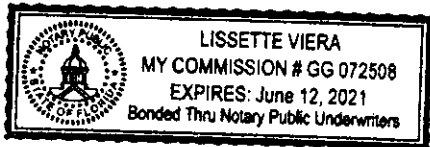
[Signature]
Name: Sean Richardson

By: [Signature]
Name: Andres Mynnes
Title: VP

Dated: DECEMBER 18, 2019

STATE OF FLORIDA)
COUNTY OF MIAMI Dade) SS:

The foregoing instrument was acknowledged before me this 18 day of Dec., 2019, by Andres Mynnes, as the manager of CC HOMES AT DAVIE, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me or who has produced a driver's licenses as identification.



[Signature]
Name: LISSETTE VIERA
Notary Public
State of Florida

My commission expires: 6.12.21

Exhibit "A"
The Property

A PORTION OF PARCEL "A" AND ALL OF PARCEL "B", "SHOTGUN EAST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 173, PAGES 75 AND 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A", ALSO BEING THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE ON THE EASTERLY BOUNDARY OF SAID PARCEL "A" AND THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 154TH AVENUE (SHOTGUN ROAD), THE FOLLOWING THREE (3) COURSES AND DISTANCES; 1) SOUTH 01°41'25" EAST ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 FOR 96.38' FEET; 2) SOUTH 05°09'09" WEST 100.72 FEET; 3) SOUTH 01°41'25" EAST 424.32 FEET; THENCE SOUTH 88°16'35" WEST 956.62 FEET TO THE INTERSECTION WITH THE WESTERLY BOUNDARY OF SAID PARCEL "A" AND THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 AS DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 88075-2403; THENCE ON SAID WESTERLY BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) NORTH 26°47'14" WEST 295.56 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 11,224.16 FEET, A CENTRAL ANGLE OF 2°10'18" FOR AN ARC DISTANCE OF 425.44 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 89°55'01" EAST ON THE NORTH LINE OF PARCELS "A" AND "B", ALSO BEING THE NORTH PLAT LIMITS OF SAID "SHOTGUN EAST", 1,267.58 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA CONTAINING 707,144 SQUARE FEET (16.2338 ACRES).

Exhibit "B"

DESCRIPTION OF CONSERVATION EASEMENT AREAS IN "ARBOR RESERVE"

LEGAL DESCRIPTION

PORTIONS OF PARCEL "A" AND ALL OF PARCEL "B", SHOTGUN EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 75, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT AREA #1

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 89°55'01" EAST, ALONG THE NORTH LINE OF SAID PARCELS "A" AND "B", A DISTANCE OF 1,267.58 FEET; THENCE ALONG THE EAST LINE OF SAID PARCEL "A" THE FOLLOWING THREE (3) COURSES: (1) SOUTH 01°41'25" EAST, A DISTANCE OF 96.38 FEET; (2) THENCE SOUTH 05°09'09" WEST, A DISTANCE OF 100.72 FEET; (3) THENCE SOUTH 01°41'25" EAST, A DISTANCE OF 190.24 FEET; THENCE SOUTH 88°18'35" WEST, A DISTANCE OF 18.03 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 46°01'10", A DISTANCE OF 20.08 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 34°58'09", A DISTANCE OF 37.84 FEET TO A POINT OF TANGENCY; THENCE NORTH 80°38'24" WEST, A DISTANCE OF 31.84 FEET; THENCE NORTH 01°41'25" WEST, A DISTANCE OF 331.22 FEET; THENCE SOUTH 89°55'01" WEST, ALONG A LINE 27.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF PARCEL "A", A DISTANCE OF 207.43 FEET; THENCE SOUTH 67°36'08" WEST, A DISTANCE OF 14.99 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS SOUTH 10°34'58" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 31°23'11", A DISTANCE OF 27.39 FEET; THENCE NORTH 46°41'25" WEST, A DISTANCE OF 11.73 FEET; THENCE SOUTH 89°55'01" WEST, ALONG SAID LINE 27.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF PARCEL "A", A DISTANCE OF 243.78 FEET; THENCE SOUTH 44°55'01" WEST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 18.18 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 45°00'00", A DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°04'59" EAST, A DISTANCE OF 60.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°55'01" WEST, A DISTANCE OF 160.88 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 61°53'16", A DISTANCE OF 54.01 FEET; THENCE SOUTH 75°28'09" WEST, A DISTANCE OF 145.83 FEET; THENCE SOUTH 69°17'29" WEST, A DISTANCE OF 130.85 FEET; THENCE SOUTH 26°32'48" EAST, A DISTANCE OF 197.01 FEET; THENCE SOUTH 49°52'29" EAST, A DISTANCE OF 104.33 FEET; THENCE SOUTH 01°41'25" EAST, A DISTANCE OF 24.64 FEET; THENCE SOUTH 63°18'59" WEST, A DISTANCE OF 45.30 FEET; THENCE SOUTH 26°47'14" EAST, ALONG A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 132.17 FEET; THENCE NORTH 88°18'35" EAST, A DISTANCE OF 420.00 FEET; THENCE SOUTH 01°41'25" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 88°18'35" WEST, A DISTANCE OF 451.79 FEET; THENCE NORTH 26°47'14" WEST, ALONG SAID WEST LINE OF PARCEL "A", A DISTANCE OF 295.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST LINE OF PARCEL "A", HAVING A RADIUS OF 11,224.16 FEET AND A CENTRAL ANGLE OF 02°10'18", A DISTANCE OF 425.44 FEET TO THE POINT OF BEGINNING.

AND

EASEMENT AREA #2

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°41'25" EAST, ALONG THE EAST LINE OF PARCEL "A", A DISTANCE OF 96.38 FEET; THENCE SOUTH 05°09'09" WEST, ALONG SAID THE EAST LINE, A DISTANCE OF 100.72 FEET; THENCE SOUTH 01°41'25" EAST, ALONG SAID EAST LINE, A DISTANCE OF 242.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°41'25" EAST, ALONG SAID EAST LINE, A DISTANCE OF 182.08 FEET; THENCE SOUTH 88°18'35" WEST, A DISTANCE OF 140.40 FEET; THENCE NORTH 01°41'25" WEST, A DISTANCE OF 126.58 FEET; THENCE NORTH 88°18'35" EAST, A DISTANCE OF 40.40 FEET; THENCE NORTH 01°41'25" WEST, A DISTANCE OF 41.89 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 35°39'39" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 38.00 FEET AND A CENTRAL ANGLE OF 74°35'09", A DISTANCE OF 49.47 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT;



HSQ GROUP, INC.
Engineers • Planners • Surveyors
1001 Yamato Rd., Suite 105
Boca Raton, Florida 33431 • 561.392.0221
CA26258 • LB7924

PROJECT: ARBOR RESERVE

PROJECT NO.: 190102

DATE: 10/17/19

SHEET 1 OF 3

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.00 FEET AND A CENTRAL ANGLE OF 37°14'05", A DISTANCE OF 43.54 FEET; THENCE NORTH 88°18'35" EAST, A DISTANCE OF 13.41 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA, AND CONTAIN 5.018 ACRES, MORE OR LESS.

NOTES:

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
3. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. SUCH INFORMATION SHOULD BE OBTAINED BY OTHERS THROUGH AN APPROPRIATE TITLE SEARCH.
4. THIS IS NOT A SURVEY. IT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.

ABBREVIATIONS:

A	= ARC LENGTH	P.O.B.	= POINT OF BEGINNING
D	= DELTA (CENTRAL ANGLE)	P.O.C.	= POINT OF COMMENCEMENT
D.C.R.	= DADE COUNTY RECORDS	R	= RADIUS
P.B.	= PLAT BOOK		
PG.	= PAGE		

SURVEYOR'S CERTIFICATION:

THEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE STANDARDS OF PRACTICE CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

DONNA C. WEST
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4290

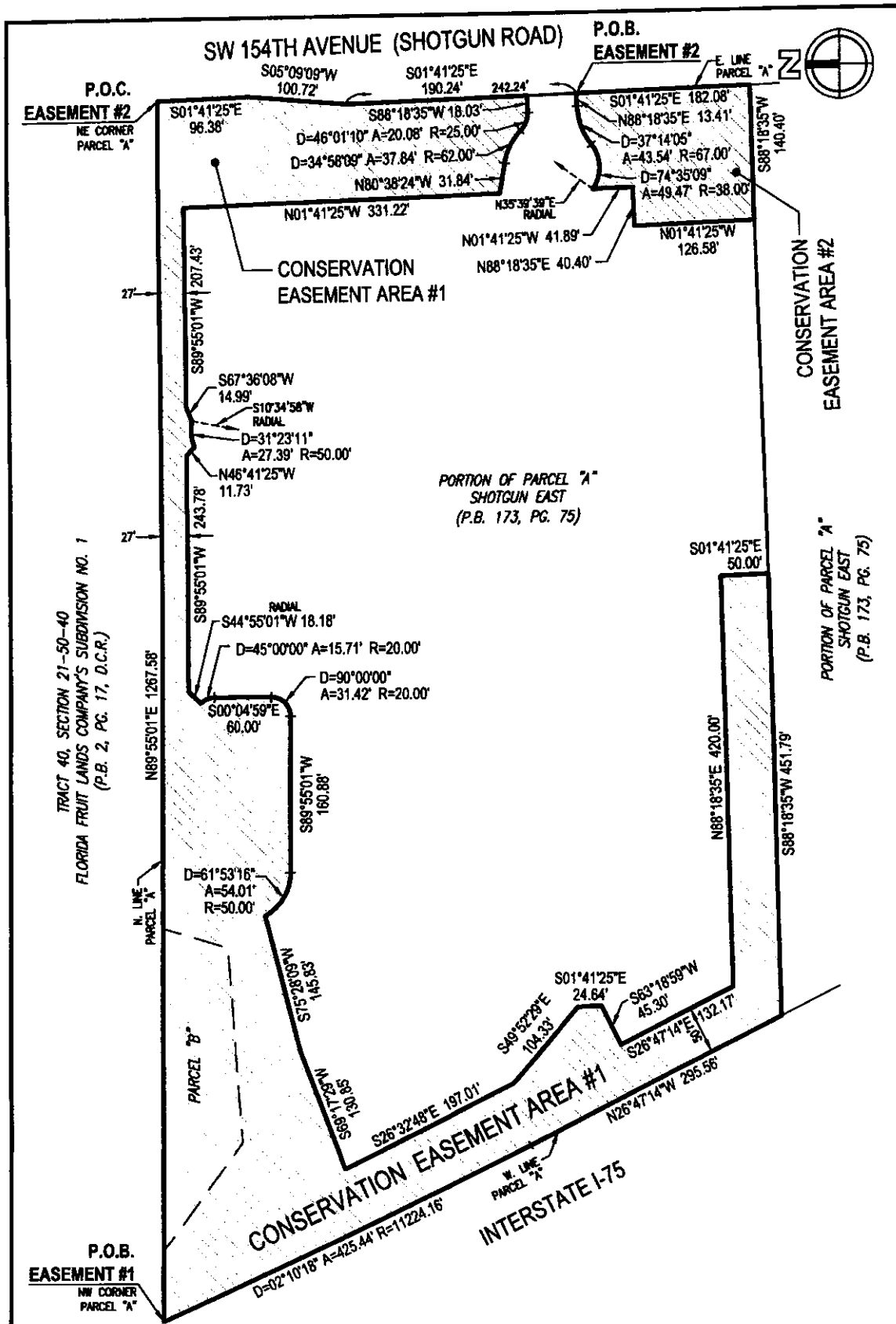
LAST DATE OF FIELD WORK: N/A

PROJECT: **ARBOR RESERVE**

PROJECT NO.: 190102

DATE: 10/17/19

SHEET 2 OF 3



REVISIONS	DATE	BY	CKD	FIELD BK
REVISE CONSERVATION EASEMENT AREAS	10/17/19	EC	DCW	N/A
CONSERVATION EASEMENT AREAS	8/26/18	EC	DCW	N/A
PROJECT:	ARBOR RESERVE		SCALE:	1" = 120'
PROJECT NO.:	190102		SHEET 3 OF 3	

This instrument prepared by:

Steven J. Vainder, , Esq.
White & Case, LLP
Southeast Financial Center
200 S. Biscayne Boulevard
Suite 4900
Miami, Florida 33131

Space above this line for recorder's use

AMENDMENT TO DEED OF CONSERVATION EASEMENT

THIS AMENDMENT ("Amendment") is entered into on this 4 day MARCH, 2026 by and between CC HOMES AT DAVIE, LLC, a Florida limited liability company, successor in interest to DESERET HOLDINGS, LLC, a Utah limited liability company ("Grantor"), whose mailing address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida 33134, and DAVIE AREA LAND TRUST, INC., a Florida not for profit corporation, whose mailing address is 6591 Orange Drive, Davie, Florida 33314 ("Grantee", and together with the Grantor, collectively, the "Parties").

WHEREAS, Grantor and Grantor's predecessor in interest entered into that certain Deed of Conservation Easement (the "Conservation Easement"), which Conservation Easement was dated as of November 3, 2015, and recorded on April 22, 2016, under Instrument #113649245, of the Public Records of Broward County, Florida.

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

WHEREAS, it is the intention of the Parties that the Conservation Easement be modified and amended to substitute and replace the legal description of the conservation area ("Conservation Area") set forth on Exhibit "B" attached thereto.

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid by each party hereto unto the other, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

1. Conservation Area. The legal description of the Conservation Area described on Exhibit "B" to the Conservation Easement is hereby substituted and replaced with the attached Exhibit "B".

2. Ratification. Except as modified and amended hereby, the Conservation Easement is hereby ratified and affirmed and remains in full force and effect.

IN WITNESS WHEREOF, Grantor has executed this Amendment on the respective dates under each signature.

WITNESSED BY:

GRANTOR:

[Signature]
Name: RYAN PALONKA

[Signature]
Name: Sean Richardson

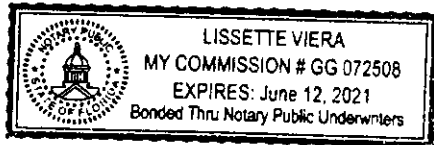
CC HOMES AT DAVIE, LLC, a Florida limited liability company

By: [Signature]
Name: Andres Maynes
Title: VP

Dated: DECEMBER 18, 2019

STATE OF FLORIDA)
COUNTY OF MIAMI Dade) SS:

The foregoing instrument was acknowledged, before me this 18 day of Dec, 2019, by Andres Maynes, as the manager of CC HOMES AT DAVIE, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me or who has produced a driver's licenses as identification.



[Signature]
Name: Lisette Viera
Notary Public
State of Florida

My commission expires: 6.12.21

IN WITNESS WHEREOF, the Grantee has made and executed this Amendment on the respective dates under each signature. The Town of Davie, through its Town Council, signing by and through the Town Administrator, duly authorized to execute this Agreement of Town Council action on March 4, 2020.

WITNESSED BY:

[Signature]
Name: David A. Vigli
[Signature]
Name: LISE BAZINET

GRANTEE:

DAVIE AREA LAND TRUST, INC., a Florida not for profit corporation

By: [Signature]
Name: John Ladue
Title: Pres.

Dated: 2 21, 2020

STATE OF FLORIDA)
) SS:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 21st day of February, 2020, by John Ladue, as the _____ of Davie Area Land Trust, Inc., a Florida not for profit corporation, on behalf of such corporation, who is personally known to me or who has produced a driver's licenses as identification.

[Signature]
Name: _____
Notary Public
State of Florida

My commission expires:



Exhibit "A"
The Property

A PORTION OF PARCEL "A" AND ALL OF PARCEL "B", "SHOTGUN EAST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 173, PAGES 75 AND 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A", ALSO BEING THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE ON THE EASTERLY BOUNDARY OF SAID PARCEL "A" AND THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 154TH AVENUE (SHOTGUN ROAD), THE FOLLOWING THREE (3) COURSES AND DISTANCES; 1) SOUTH 01°41'25" EAST ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 FOR 96.38' FEET; 2) SOUTH 05°09'09" WEST 100.72 FEET; 3) SOUTH 01°41'25" EAST 424.32 FEET; THENCE SOUTH 88°18'35" WEST 956.62 FEET TO THE INTERSECTION WITH THE WESTERLY BOUNDARY OF SAID PARCEL "A" AND THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 AS DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 86075-2403; THENCE ON SAID WESTERLY BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) NORTH 26°47'14" WEST 295.56 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 11,224.16 FEET, A CENTRAL ANGLE OF 2°10'18" FOR AN ARC DISTANCE OF 425.44 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 89°55'01" EAST ON THE NORTH LINE OF PARCELS "A" AND "B", ALSO BEING THE NORTH PLAT LIMITS OF SAID "SHOTGUN EAST", 1,267.58 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA CONTAINING 707,144 SQUARE FEET (16.2338 ACRES).

Exhibit "B"

DESCRIPTION OF CONSERVATION EASEMENT AREAS IN "ARBOR RESERVE"

LEGAL DESCRIPTION

PORTIONS OF PARCEL "A" AND ALL OF PARCEL "B", SHOTGUN EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 75, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT AREA #1

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 89°55'01" EAST, ALONG THE NORTH LINE OF SAID PARCELS "A" AND "B", A DISTANCE OF 1,267.58 FEET; THENCE ALONG THE EAST LINE OF SAID PARCEL "A" THE FOLLOWING THREE (3) COURSES: (1) SOUTH 01°41'25" EAST, A DISTANCE OF 96.38 FEET; (2) THENCE SOUTH 05°09'09" WEST, A DISTANCE OF 100.72 FEET; (3) THENCE SOUTH 01°41'25" EAST, A DISTANCE OF 190.24 FEET; THENCE SOUTH 88°18'35" WEST, A DISTANCE OF 18.03 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 46°01'10", A DISTANCE OF 20.08 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 34°58'09", A DISTANCE OF 37.84 FEET TO A POINT OF TANGENCY; THENCE NORTH 80°38'24" WEST, A DISTANCE OF 31.84 FEET; THENCE NORTH 01°41'25" WEST, A DISTANCE OF 331.22 FEET; THENCE SOUTH 89°55'01" WEST, ALONG A LINE 27.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF PARCEL "A", A DISTANCE OF 207.43 FEET; THENCE SOUTH 67°36'08" WEST, A DISTANCE OF 14.99 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS SOUTH 10°34'58" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 31°23'11", A DISTANCE OF 27.39 FEET; THENCE NORTH 46°41'25" WEST, A DISTANCE OF 11.73 FEET; THENCE SOUTH 89°55'01" WEST, ALONG SAID LINE 27.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF PARCEL "A", A DISTANCE OF 243.78 FEET; THENCE SOUTH 44°55'01" WEST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 18.18 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 45°00'00", A DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°04'59" EAST, A DISTANCE OF 60.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°55'01" WEST, A DISTANCE OF 160.88 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 61°53'16", A DISTANCE OF 54.01 FEET; THENCE SOUTH 75°28'09" WEST, A DISTANCE OF 145.83 FEET; THENCE SOUTH 69°17'29" WEST, A DISTANCE OF 130.85 FEET; THENCE SOUTH 26°32'48" EAST, A DISTANCE OF 197.01 FEET; THENCE SOUTH 49°52'29" EAST, A DISTANCE OF 104.33 FEET; THENCE SOUTH 01°41'25" EAST, A DISTANCE OF 24.64 FEET; THENCE SOUTH 63°18'59" WEST, A DISTANCE OF 45.30 FEET; THENCE SOUTH 26°47'14" EAST, ALONG A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 132.17 FEET; THENCE NORTH 88°18'35" EAST, A DISTANCE OF 420.00 FEET; THENCE SOUTH 01°41'25" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 88°18'35" WEST, A DISTANCE OF 451.79 FEET; THENCE NORTH 26°47'14" WEST, ALONG SAID WEST LINE OF PARCEL "A", A DISTANCE OF 295.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST LINE OF PARCEL "A", HAVING A RADIUS OF 11,224.16 FEET AND A CENTRAL ANGLE OF 02°10'18", A DISTANCE OF 425.44 FEET TO THE **POINT OF BEGINNING**.

AND

EASEMENT AREA #2

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°41'25" EAST, ALONG THE EAST LINE OF PARCEL "A", A DISTANCE OF 96.38 FEET; THENCE SOUTH 05°09'09" WEST, ALONG SAID THE EAST LINE, A DISTANCE OF 100.72 FEET; THENCE SOUTH 01°41'25" EAST, ALONG SAID EAST LINE, A DISTANCE OF 242.24 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 01°41'25" EAST, ALONG SAID EAST LINE, A DISTANCE OF 182.08 FEET; THENCE SOUTH 88°18'35" WEST, A DISTANCE OF 140.40 FEET; THENCE NORTH 01°41'25" WEST, A DISTANCE OF 126.58 FEET; THENCE NORTH 88°18'35" EAST, A DISTANCE OF 40.40 FEET; THENCE NORTH 01°41'25" WEST, A DISTANCE OF 41.89 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 35°39'39" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 38.00 FEET AND A CENTRAL ANGLE OF 74°35'09", A DISTANCE OF 49.47 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT;



HSQ GROUP, INC.
Engineers • Planners • Surveyors
1001 Yamato Rd., Suite 105
Boca Raton, Florida 33431 • 561.392.0221
CA26258 • LB7924

PROJECT: **ARBOR RESERVE**

PROJECT NO.: 190102

DATE: 10/17/19

SHEET 1 OF 3

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.00 FEET AND A CENTRAL ANGLE OF 37°14'05", A DISTANCE OF 43.54 FEET; THENCE NORTH 88°18'35" EAST, A DISTANCE OF 13.41 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA, AND CONTAIN 5.018 ACRES, MORE OR LESS.

NOTES:

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
3. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. SUCH INFORMATION SHOULD BE OBTAINED BY OTHERS THROUGH AN APPROPRIATE TITLE SEARCH.
4. THIS IS NOT A SURVEY. IT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.

ABBREVIATIONS:

A	= ARC LENGTH	P.O.B	= POINT OF BEGINNING
D	= DELTA (CENTRAL ANGLE)	P.O.C	= POINT OF COMMENCEMENT
D.C.R	= DADE COUNTY RECORDS	R	= RADIUS
P.B.	= PLAT BOOK		
PG	= PAGE		

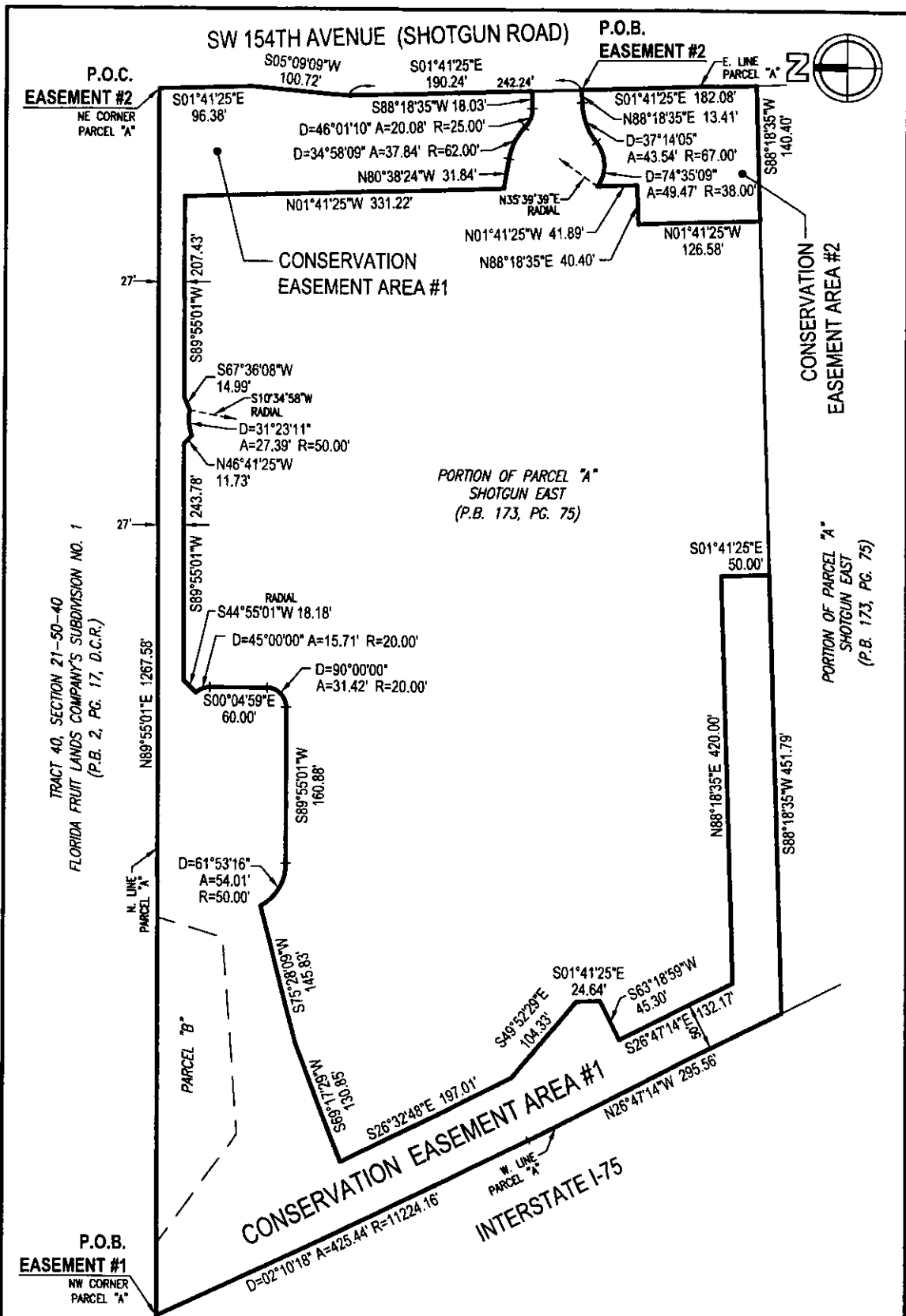
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE STANDARDS OF PRACTICE CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

DONNA C. WEST
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4290

LAST DATE OF FIELD WORK: N/A

PROJECT:	ARBOR RESERVE
PROJECT NO.:	190102
DATE:	10/17/19
SHEET 2 OF 3	



LEGEND:
 ☐ CATCH BASIN

REVISIONS	DATE	BY	CK'D	FIELD BK.
REVISE CONSERVATION EASEMENT AREAS	10/17/19	EC	DCW	N/A
CONSERVATION EASEMENT AREAS	8/26/19	EC	DCW	N/A
PROJECT: ARBOR RESERVE	SCALE: 1" = 120'			
PROJECT NO.: 190102	SHEET 3 OF 3			

RESOLUTION NO. R-2017-254

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, MEMORIALIZING THE ACCEPTANCE OF A DEED OF CONSERVATION EASEMENT TO THE DAVIE AREA LAND TRUST INC.; TO GRANT A PERPETUAL CONSERVATION EASEMENT ASSOCIATED WITH THE TEMPLE VIEW ESTATES DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a conservation easement for the Temple View Estates open space was initially proposed to be granted to the Town of Davie, and

WHEREAS, at the November 4, 2015 Town Council meeting, the applicant and the Town Council verbally agreed that the easement should instead be granted in favor of the Davie Area Land Trust Inc., and

WHEREAS, on November 30, 2015, the easement referencing the Town as grantee was erroneously recorded in the Official Records of Broward County, and

WHEREAS, on April 22, 2016, the applicant recorded a conservation easement correctly referencing the Davie Area Land Trust, Inc. as grantee (instrument #113649245), and

WHEREAS, the Town Council desires to memorialize the acceptance of a conservation easement in favor of the Davie Area Land Trust, Inc. and to acknowledge the correction of a prior recording error.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:


SECTION 1. The Town Council of the Town of Davie does hereby approve this resolution accepting a deed of conservation easement to the Davie Area Land Trust Inc. as provided in Exhibit 1.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final and recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 26TH DAY OF JULY, 2017.

ATTEST:


DEPUTY TOWN CLERK


MAYOR/COUNCILMEMBER

APPROVED THIS 26TH DAY OF JULY, 2017.

This Instrument prepared by:
Marcie Oppenheimer Nolan
Becker and Poliakoff, PA
1 Broward Blvd.
Fort Lauderdale, FL 33301

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 3 day of November, 2015, by DESERET HOLDINGS, LLC, ("Grantor") a Utah limited liability corporation, whose mailing address is 304 Indian Trace, Suite 172, Weston, FL. 33326, to DAVIE AREA LAND TRUST, INC, ("Grantee"), a Florida not for profit corporation, whose mailing address is 6591 Orange Dr, Davie, FL 33314 Davie, Florida, 33314. As used herein, the term "Grantor" shall include any and all heirs, assigns, successors, or successors-in-interest of the Grantor, and all subsequent owners of the "Property" and "Conservation Area(s)" (as hereinafter defined) and the term "Grantee" shall include any successor, successor-in-interest or assignee of Grantee.

WITNESSETH

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

WHEREAS, the Grantor is agreeable to granting and securing to the Grantee a perpetual Conservation Easement, as defined in Section 704.06, Florida Statutes over a portion of the Property;

NOW, THEREFORE, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Area which shall run with the land(s) as described in Exhibit B, 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 a part of this Conservation Easement.
2. Purpose. It is the purpose of the Conservation Easement to retain land of the Conservation Area in their natural, vegetative, hydrologic, scenic, open, archeological, or agricultural condition and to retain such uses and areas. To carry out this purpose, the following rights are conveyed to Grantee by this easement:
 - (a) To enter upon and cross such portions the Property and the Conservation Area in a reasonable manner and at reasonable times with any necessary

equipment or vehicles to ensure compliance and to enforce the rights herein granted.

(b) To enjoin any activity on or use of the Conservation Area that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity and/or use.

3. Prohibited Uses. Except for the activities provided in Sections 4. Permissible Uses and Section 5. Buildings and Structures, the following activities are prohibited in or on the Conservation Area:

- (a) Any interference within the Archeological Site inconsistent with the Agreement between Broward County, the Town of Davie and owner of the parcel recorded at OR BK 35220, PG 1667 in Broward County Records.
- (b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of nuisance or exotic vegetation consistent with the approved site plan for the development and tree pruning and removal for diseased or dying trees upon approval from the appropriate governmental entity;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- (e) Surface use except for purposes that permit the land to remain in its natural or enhanced vegetative and hydrologic condition;
- (f) Acts or uses detrimental to said aforementioned retention and maintenance of land areas; and
- (g) Acts or uses detrimental to the preservation of any features or aspects of the Conservation Area having geological significance.

4. Permissible Uses. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purposes of this Conservation Easement. Permissible uses that are not contrary to the purpose of this Conservation Easement may be permitted upon written approval by the Grantee.

- a. Grantor or grantor's lessee may use the open space for equestrian uses including but not limited to riding arena, stables and accessory uses supporting such equestrian uses.

- b. The Grantor may use the property for other uses if these uses do not conflict with the overall preservation of the site and upon written approval from Grantee.
- c. The Grantor may place recreation amenities within the easement.
- d. The construction and use of the approved permissible uses shall be subject to the following conditions:
 - i. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;
 - ii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;
 - iii. This Conservation Easement shall not constitute permit authorization for the construction and operation of any facility. Any such work shall be subject to all applicable federal, state, or local permitting requirements.

5. Buildings and Structures. New buildings or structures, consistent with the passive recreational use of this property, are permissible upon written approval of the Grantee. The Grantor shall be responsible for all costs related to the maintenance, repairs or replacement of all buildings or structures on this property.

6. Grantee' Liability. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep and maintenance of the Conservation Area and Grantor does hereby indemnify and hold harmless the Grantee from the same.

7. Acts Beyond Grantor's Control. Should the Conservation Area be impacted or changed from natural causes, including but not limited to fire, flood, storm and earth movement, the Grantor shall be provided notice and a reasonable opportunity to restore the affected Conservation Area to its condition prior to the natural event.

8. Property Taxes. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Conservation Area. Grantor shall keep the payment of taxes and assessments on the Conservation Area or Property current and shall not allow any lien on the Conservation Area or Property superior to this Conservation Easement. In the event Grantor fails to extinguish or obtain a subordination of such lien, in addition to any other remedy, the Grantee may, but shall not be obligated to, elect to pay the lien on behalf of the Grantor and Grantor shall reimburse Grantee for the amount paid by the Grantee, together with Grantee' reasonable attorney's fees and costs, with interest at the maximum rate allowed by law, no later than thirty days after such payment. In the event the Grantor does not so reimburse the Grantee, the debt owed to Grantee shall constitute a lien against the Conservation Area and/or Property which shall automatically relate back to the recording date of this Conservation Easement.

Grantee may foreclose this lien on the Conservation Area or Property in the manner provided for mortgages on real property.

9. Enforcement. The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other available remedies. In any action in which the Grantee prevails, the Grantee shall be entitled to recover the cost of restoring the Conservation Area to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Conservation Easement. Venue for said actions shall be exclusively in the Seventeenth Judicial Circuit, in and for Broward County, Florida. These remedies are in addition to any other remedy, fine or penalty which may be applicable under the most recent versions of Chapter 27 of the Broward County Code of Ordinances, Chapter 40E-4, F.A.C., et. Seq., Chapter 373, Florida Statutes, or as otherwise provided by law. Enforcement of the terms and provisions of the Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

10. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to the Town of Davie. Grantee agrees that the Grantor has final approval over this assignment, however, Grantor is required to approved a transfer to the Town of Davie.

11. Restoration. Grantor agrees to restore the Conservation Area to its previous condition if any third party exercises any easement right or property interest or conducts any other activity on the property that causes damage, degradation or negative impacts to the Conservation Area.

12. Maintenance. Grantor's obligation to retain and maintain the Conservation Area forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the property described in Exhibit A and shall be binding upon the Grantor, and shall inure to the benefit of the Grantee, and more particularly set forth herein. The intent of this Conservation Easement is that the responsibilities and liabilities associated with the Conservation Easement shall run with the land(s) described in Exhibit A, and be binding upon the fee simple title holder of the land(s) as required hereunder.

13. 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.

14. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

15. Terms and Restrictions. The terms, conditions, restrictions and purpose of this Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor conveys itself of any interest in the land(s) described in Exhibit A. Any future holder of the Grantor's interest in the land(s) described in Exhibit A shall be notified in writing by Grantor of this Conservation Easement.

16. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the Grantor and Grantee. The Grantor must obtain supermajority approval of the Town Council prior to modifying this easement.

TO HAVE AND TO HOLD unto Grantee forever. This Conservation Easement shall be recorded in the Public Records of Broward County and the covenants, terms, conditions, restrictions and purpose imposed with this Conservation Easement shall not only be binding upon Grantor, but also its agents, heirs, assigns, successors, and successor-in-interest and shall continue as a servitude running in perpetuity with the land(s) described in Exhibit A.

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

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the DESERET HOLDINGS, LLC has made and executed this Agreement on the respective dates under each signature.

DESERET HOLDINGS, LLC, a Utah limited liability corporation

[Signature]
WITNESS
Printed Name: Jorge Perez

By: [Signature]
Title: MANAGER
Print name: TOD WORKMAN

Address: 304 INDIAN TRACE
STE 172
WESTON, FL 33326

[Signature]
WITNESS
Printed Name: ROBERT BRINKMAN
(Seal)

Dated: 30th day of NOVEMBER, 2015

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 30th day of NOVEMBER, 2015, by TOD WORKMAN as MANAGER DESERET HOLDINGS, LLC, a Utah limited liability corporation, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

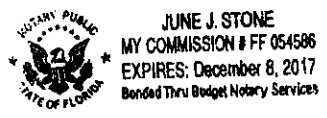
SWORN TO AND SUBSCRIBED before me this 30th day of NOVEMBER, 2015.

[Signature]
Notary Public Signature

JUNE J STONE

Printed Name:

My Commission Expires: 12/8/17
Commission Number: FF054586



IN WITNESS WHEREOF, DAVIE AREA LAND TRUST has made and executed this Agreement on the respective dates under each signature:

[Signature]
WITNESS
Printed Name: Giovanni Moss

DAVIE AREA LAND TRUST, INC., a
Florida not for profit corporation
By: [Signature]
Title: _____
Print name: John E Ladue
Address: 6591 Orange Drive
Davie, Florida 33314
Dated: 16 day of Nov., 2015

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16 day of NOV, 2015, by _____ as _____ for Davie Area Land Trust, Inc., a Florida not for profit corporation and says that the aforementioned is true and correct to the best of his knowledge.

SWORN TO AND SUBSCRIBED before me this 16 day of NOV, 2015.



[Signature]
Notary Public Signature
CAMILLO JACOME
Printed Name:
My Commission Expires: 12/27/2015
Commission Number: EE 155992

EXHIBIT A - TEMPLE VIEW ESTATES PARCEL

LEGAL DESCRIPTION:

A PORTION OF PARCEL "A" AND ALL OF PARCEL "B", "SHOTGUN EAST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 173, PAGES 75 AND 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A", ALSO BEING THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE ON THE EASTERLY BOUNDARY OF SAID PARCEL "A" AND THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 154TH AVENUE (SHOTGUN ROAD), THE FOLLOWING THREE (3) COURSES AND DISTANCES; 1) SOUTH $01^{\circ}41'25''$ EAST ON THE EAST LINE OF THE NORTHWEST $1/4$ OF SAID SECTION 28 FOR 96.38' FEET; 2) SOUTH $05^{\circ}09'09''$ WEST 100.72 FEET; 3) SOUTH $01^{\circ}41'25''$ EAST 424.32 FEET; THENCE SOUTH $88^{\circ}18'35''$ WEST 956.62 FEET TO THE INTERSECTION WITH THE WESTERLY BOUNDARY OF SAID PARCEL "A" AND THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 AS DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 86075-2403; THENCE ON SAID WESTERLY BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) NORTH $26^{\circ}47'14''$ WEST 295.56 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 11,224.16 FEET, A CENTRAL ANGLE OF $2^{\circ}10'18''$ FOR AN ARC DISTANCE OF 425.44 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH $89^{\circ}55'01''$ EAST ON THE NORTH LINE OF PARCELS "A" AND "B", ALSO BEING THE NORTH PLAT LIMITS OF SAID "SHOTGUN EAST", 1,267.58 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA CONTAINING 707,144 SQUARE FEET (16.2338 ACRES).



SKETCH AND LEGAL DESCRIPTION
 BY
PULICE LAND SURVEYORS, INC.
 5381 NOB HILL ROAD
 SUNRISE, FLORIDA 33351
 TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
 E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



LEGAL DESCRIPTION:

PORTIONS OF PARCEL "A" AND ALL OF PARCEL "B", "SHOTGUN EAST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 173, PAGES 75 AND 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A", BEING POINT OF BEGINNING 'A'; THENCE NORTH 89°55'01" EAST ALONG THE NORTH LINE OF SAID PARCEL "A" 55.66 FEET; THENCE SOUTH 28°08'47" EAST 805.04 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 45°11'11", FOR AN ARC DISTANCE OF 141.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 72°18'59" EAST 34.04 FEET; THENCE SOUTH 88°18'35" WEST 141.06 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "A" AND THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 AS DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 88075-2403; THENCE NORTH 26°47'14" WEST, THIS AND THE FOLLOWING COURSE BEING ALONG SAID WESTERLY LINE AND SAID EASTERLY RIGHT-OF-WAY LINE 295.56 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 11224.16 FEET, A CENTRAL ANGLE OF 02°10'18", FOR AN ARC DISTANCE OF 425.44 FEET TO POINT OF BEGINNING 'A'.

TOGETHER WITH:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL "B", BEING POINT OF BEGINNING 'B'; THENCE NORTH 89°55'01" EAST ALONG THE NORTH LINE OF SAID PARCELS "B" AND "A" 1192.47 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°41'25" EAST, THIS AND THE FOLLOWING TWO (2) COURSES BEING ALONG THE EAST LINE OF SAID PARCEL "A" AND THE WESTERLY RIGHT-OF-WAY LINE OF SW 154th AVENUE (SHOTGUN ROAD), 96.38 FEET; THENCE SOUTH 05°09'09" WEST 100.72 FEET; THENCE SOUTH 01°41'25" EAST 123.64 FEET TO REFERENCE POINT 'A'; THENCE SOUTH 88°18'35" WEST 105.32 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 33.50 FEET, A CENTRAL ANGLE OF 36°40'44", FOR AN ARC DISTANCE OF 21.45 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 01°41'25" WEST 267.05 FEET; THENCE SOUTH 88°18'35" WEST 864.67 FEET; THENCE SOUTH 01°41'25" EAST 183.50 FEET; THENCE SOUTH 88°18'35" WEST 16.00 FEET TO REFERENCE POINT 'B'; THENCE NORTH 01°41'25" WEST 183.50 FEET; THENCE SOUTH 88°18'35" WEST 127.34 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE SOUTH 85°33'58" WEST ALONG SAID SOUTH LINE 135.79 FEET; THENCE NORTH 53°50'13" WEST ALONG THE WESTERLY LINE OF SAID PARCEL "B" 140.62 FEET TO POINT OF BEGINNING 'B'.

TOGETHER WITH:

COMMENCING AT REFERENCE POINT 'A'; THENCE SOUTH 01°41'25" EAST ALONG THE AFOREMENTIONED EAST LINE AND WEST RIGHT-OF-WAY LINE 27.00 FEET TO POINT OF BEGINNING 'C'; THENCE CONTINUE ALONG SAID EAST LINE AND WEST RIGHT-OF-WAY LINE SOUTH 01°41'25" EAST 273.68 FEET; THENCE SOUTH 88°18'35" WEST 125.33 FEET; THENCE NORTH 01°41'25" WEST 267.05 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS SOUTH 38°22'09" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 33.50 FEET, A CENTRAL ANGLE OF 36°40'44", FOR AN ARC DISTANCE OF 21.45 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°18'35" EAST 105.32 FEET TO POINT OF BEGINNING 'C'.

TOGETHER WITH:

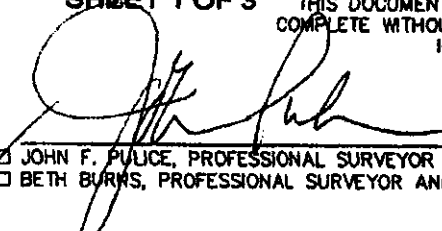
COMMENCING AT REFERENCE POINT 'B'; THENCE SOUTH 23°29'58" WEST 26.52 FEET TO POINT OF BEGINNING 'D'; THENCE NORTH 88°18'35" EAST 472.31 FEET TO A POINT OF CURVATURE; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°41'25" EAST 129.36 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°18'35" WEST 413.47 FEET TO A POINT OF CURVATURE; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 65°32'38", FOR AN ARC DISTANCE OF 40.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 28°08'47" WEST 142.11 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 114°27'22", FOR AN ARC DISTANCE OF 69.92 FEET TO POINT OF BEGINNING 'D'.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING A TOTAL OF 285,557 SQUARE FEET (6.5556 ACRES), MORE OR LESS.

FILE: DESERET HOLDINGS, LLC	
SCALE: N/A	DRAWN: L.S.
ORDER NO.: 59924	
DATE: 10/22/15	
CONSERVATION EASEMENT	
DAVIE, BROWARD COUNTY, FLORIDA	
FOR: TEMPLE VIEW ESTATES	

SHEET 1 OF 3

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 3, INCLUSIVE



JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136

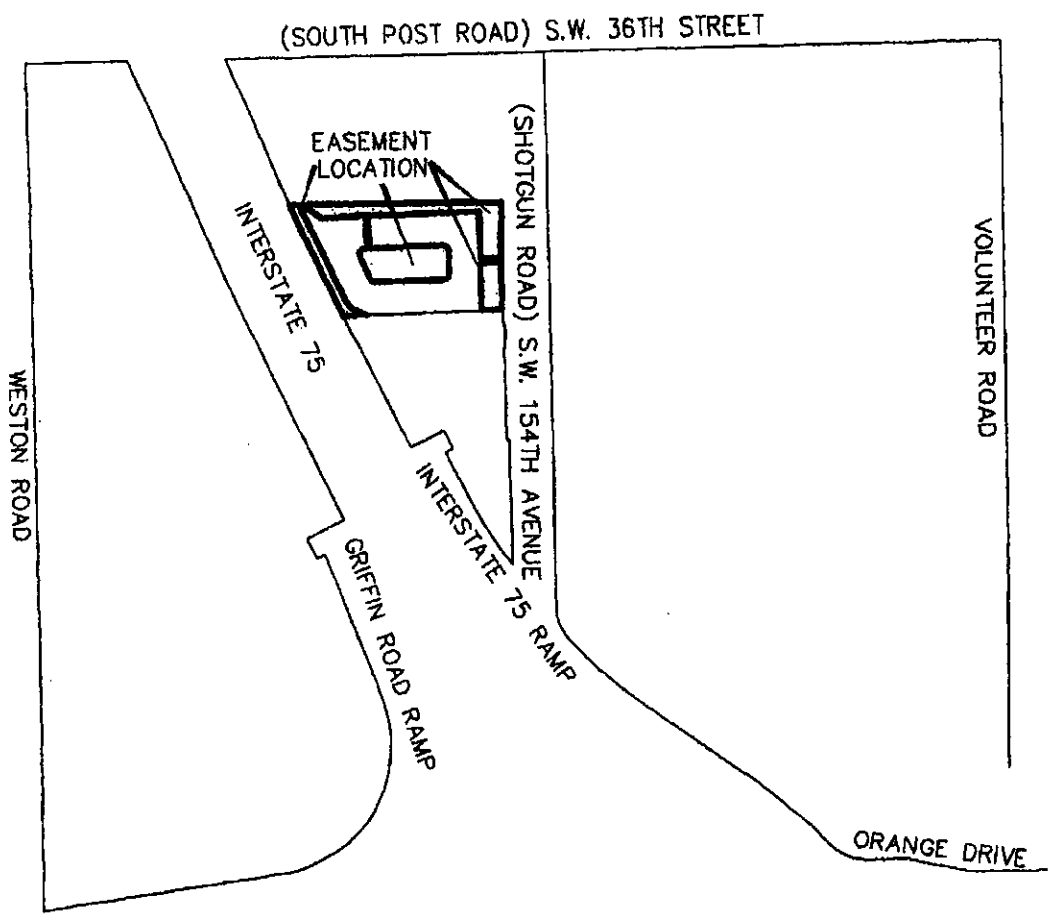


SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



LOCATION MAP
NOT TO SCALE

FILE: DESERET HOLDINGS, LLC	
SCALE: N/A	DRAWN: L.S.
ORDER NO.: 59924	
DATE: 10/22/15	
CONSERVATION EASEMENT	
DAVIE, BROWARD COUNTY, FLORIDA	
FOR: TEMPLE VIEW ESTATES	

SHEET 2 OF 3

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 3, INCLUSIVE

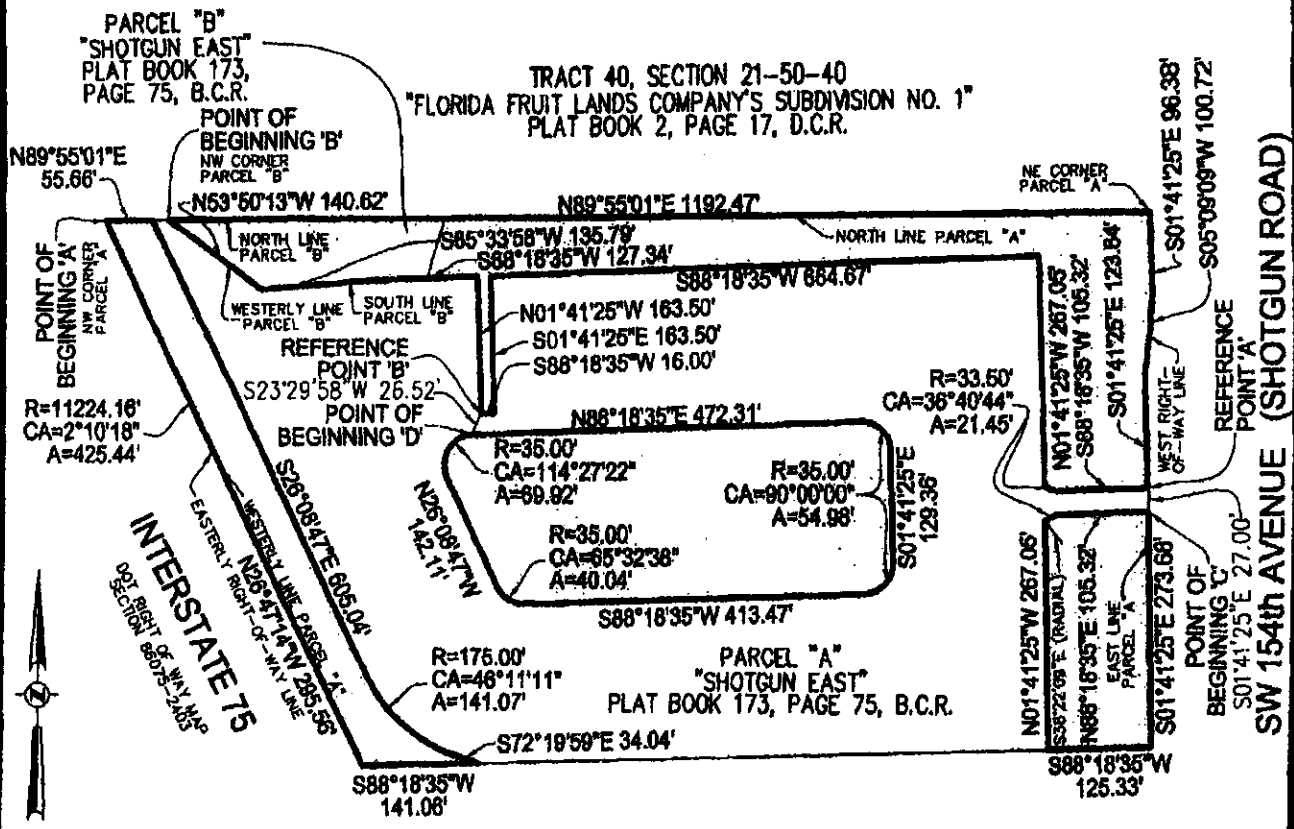


SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 FAX: (954) 572-1778

E-MAIL: surveys@puliceandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



- NOTES:
- 1) BEARINGS ARE BASED ON THE NORTH LINE OF PARCEL "A", BEING N89°55'01"E.
 - 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
 - 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FILE: DESERET HOLDINGS, LLC	
SCALE: 1"=200'	DRAWN: L.S.
ORDER NO.: 59924	
DATE: 10/22/15	
CONSERVATION EASEMENT	
DAVIE, BROWARD COUNTY, FLORIDA	
FOR: TEMPLE VIEW ESTATES	

SHEET 3 OF 3 THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 3, INCLUSIVE

LEGEND:
 R RADIUS
 CA CENTRAL ANGLE
 A ARC LENGTH
 B.C.R. BROWARD COUNTY RECORDS
 D.C.R. DADE COUNTY RECORDS