

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, 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

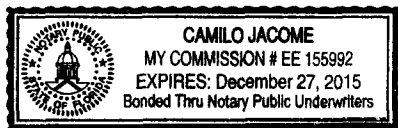
By: [Signature]
Title: _____
Print name: John E Ladue
Address: 6591 Orange Drive
Davie, Florida 33314

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 26°08'47" EAST 605.04 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 46°11'11", FOR AN ARC DISTANCE OF 141.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 72°19'59" 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 86075-2403; 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 664.67 FEET; THENCE SOUTH 01°41'25" EAST 163.50 FEET; THENCE SOUTH 88°18'35" WEST 16.00 FEET TO REFERENCE POINT 'B'; THENCE NORTH 01°41'25" WEST 163.50 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'.

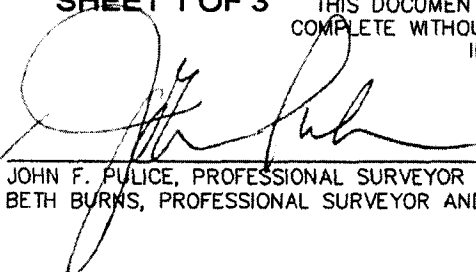
TOGETHER WITH:

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 26°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 (6.5555 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

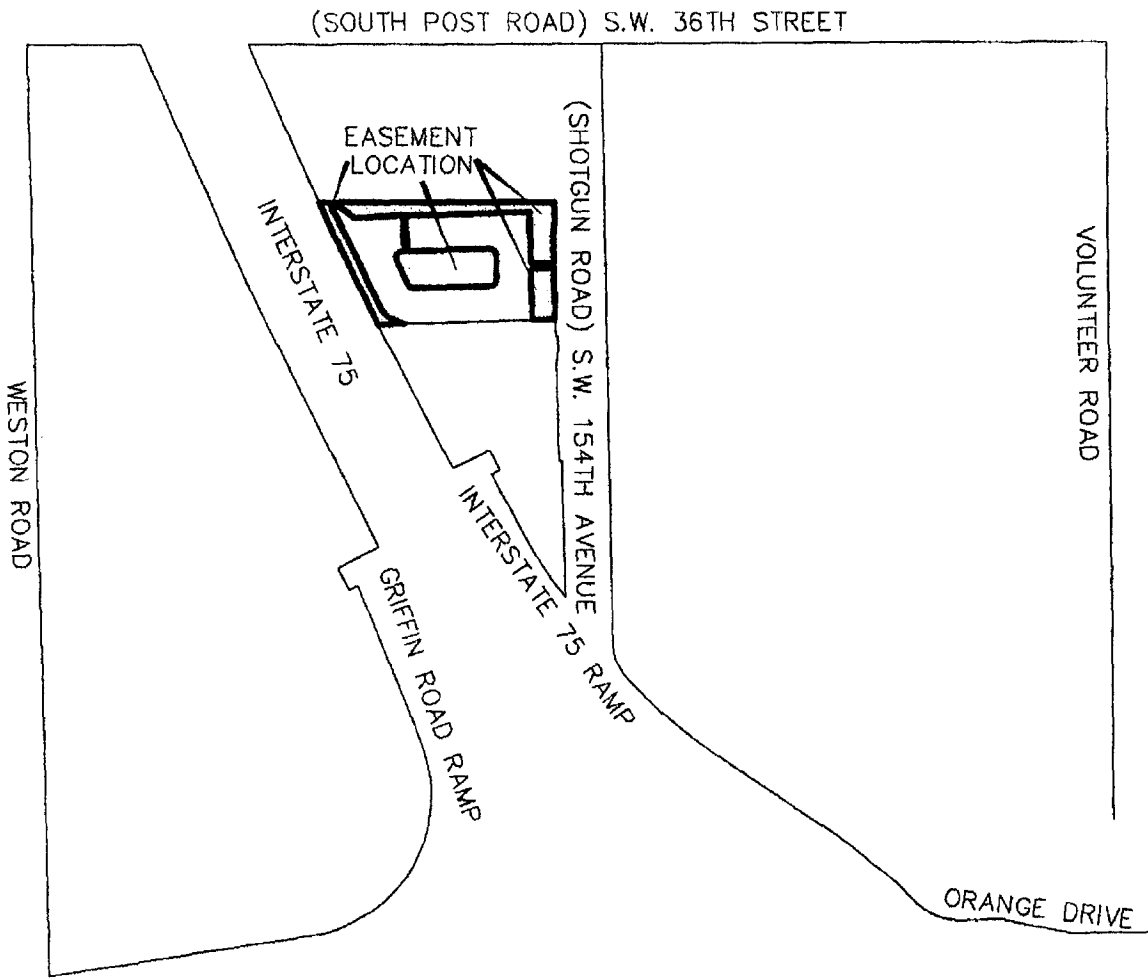


SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

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

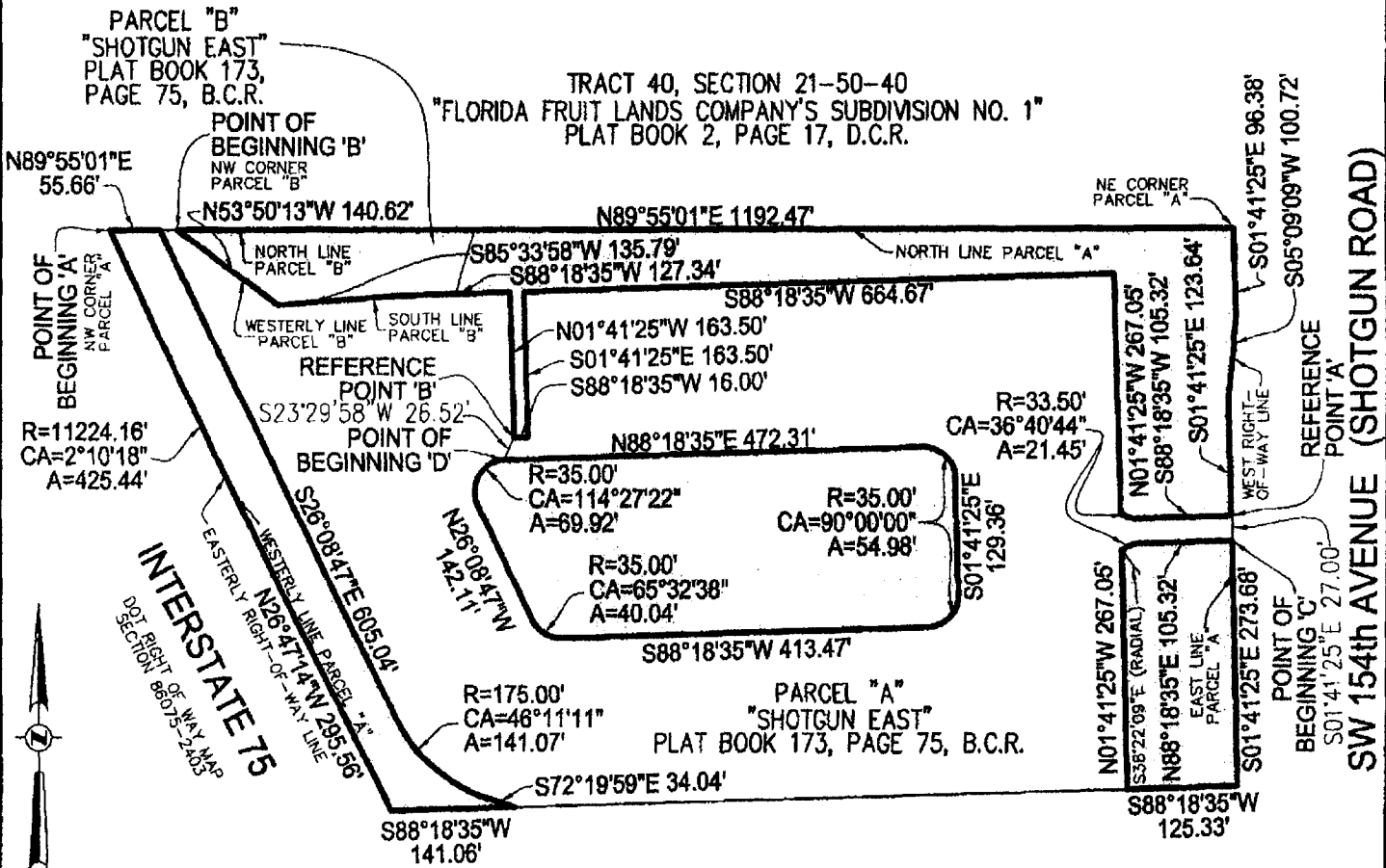


SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

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

E-MAIL: surveys@pulicelandsurveyors.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