

RESOLUTION NO. R-2015-301

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING THE DEED OF CONSERVATION EASEMENT BETWEEN STONEBRIDGE ESTATES, LLC AND THE DAVIE AREA LAND TRUST, INC WITHIN THE OAK PARK DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie Code of Ordinances Sec. 12-299.7 requires that property rezoned as Open Space Overlay with dedicated open space provide an irrevocable conveyance; and

WHEREAS, said conveyance is proposed in the form of a Deed of Conservation Easement to protect dedicated public open space from all forms of development; and

WHEREAS, the Deed of Conservation Easement is in accordance with Florida law to convey property designated as open space.


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 the Deed of Conservation Easement to be granted to the Davie Area Land Trust as provided in Exhibit 1.

SECTION 2. The Deed of Conservation Easement shall be recorded in the Public Records of Broward County.

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

PASSED AND ADOPTED THIS 2nd DAY OF December, 2015.

ATTEST:


TOWN CLERK



MAYOR/COUNCILMEMBER

APPROVED THIS 2nd DAY OF December, 2015.

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 2nd day of December, 2015, by STONEBRIDGE ESTATES, LLC, ("Grantor") a Florida limited liability corporation, whose mailing address is 12555 Orange Drive #266, Davie, FL. 33330, to DAVIE AREA LAND TRUST, INC, ("Grantee"), a Florida not for profit corporation, whose mailing address is _____ 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.

W I T N E S S E T H

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, upon notification to Grantor.

(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) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- (b) 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;
- (c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface, unless part of the initial approved plans;
- (d) Surface use except for purposes that permit the land to remain in its natural or enhanced vegetative and hydrologic condition;
- (e) Acts or uses detrimental to said aforementioned retention and maintenance of land areas; and
- (f) 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.

- 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.

- 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 STONEBRIDGE ESTATES, LLC has made and executed this Agreement on the respective dates under each signature.

[Signature]
WITNESS
Printed Name: 11-19-15
Natalia Torres

STONEBRIDGE ESTATES, LLC, a Florida limited liability corporation

By: [Signature]
Title: Manager
Print name: Julian Consuegra
Address: 12555 Darnley Dr. suite 266
DAVIE, FL 33330

WITNESS
Printed Name: Gloria El-Rada
(Seal)

Dated: 19 day of November, 2015

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ STONEBRIDGE ESTATES, LLC, a Florida 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 19 day of NOV, 2015.

[Signature]
Notary Public Signature

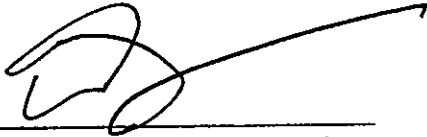
Amarilis Ramos

Printed Name:

My Commission Expires: 03/15/19
Commission Number: FF209583




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



WITNESS

Printed Name: David Wigley

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

By: 
Title: President

Print name: John Ladva
Address: 6591 Orange Drive
Davie, Florida 33314

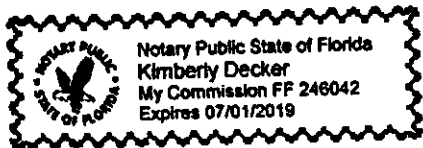
Dated: 18 day of Dec, 2015

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 18 day of Dec, ~~2015~~, 2017 by John Ladva Jr as President 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 18 day of Dec, 2015, 2017


Notary Public Signature
Kimberly Decker
Printed Name:



My Commission Expires: 7/1/19
Commission Number: 246042



Exhibit A
Parent Parcel

Handwritten signature or initials in the bottom right corner of the page.

PARENT PARCEL
OAK PARK
LEGAL DESCRIPTION

TRACT 1, SECTION 23, TOWNSHIP 50 SOUTH, RANGE 40 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THERE OF, RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

AND:

TRACT 2, SECTION 23, TOWNSHIP 50 SOUTH, RANGE 40 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THERE OF, RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT (AS TO BOTH TRACTS 1 AND 2) ROAD RIGHTS OF WAY EVIDENCED IN PLAT OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, RECORDED IN PLAT BOOK 2, PAGE 17; AND ALSO DEPICTED AT PLAT BOOK 14, PAGE 17.

Exhibit B
Open Space Parcel

ACTIVE: 7839997_1





GENERAL CONTRACTING • LIC #QB-0015697
 DESIGN / BUILD • CONSTRUCTION MANAGEMENT
 CONSULTING ENGINEERS • PLANNERS • SURVEYORS

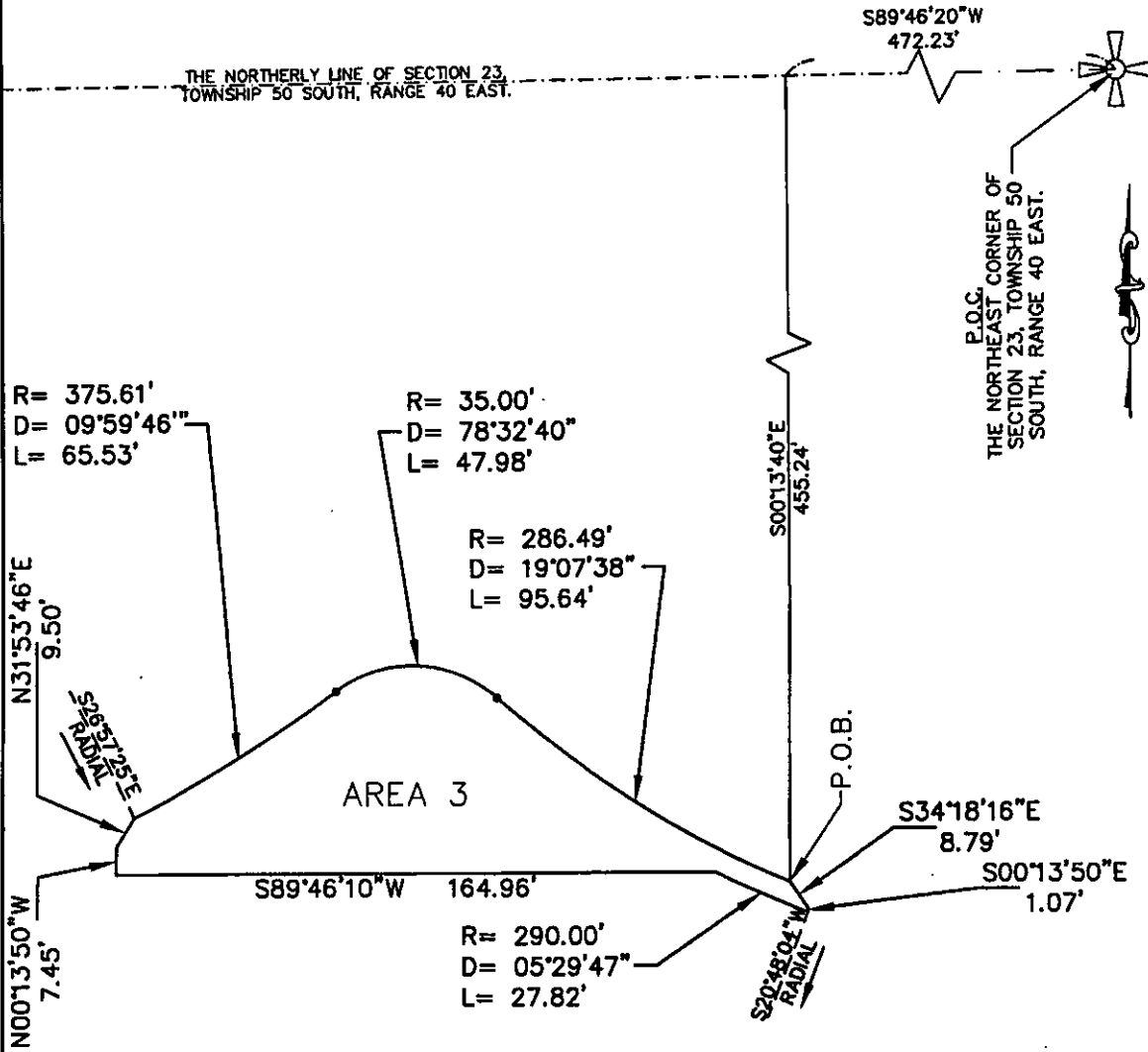
LB #7024

5230 SOUTH UNIVERSITY DRIVE, SUITE 104
 DAVIE, FLORIDA 33328

OFFICE: 954-680-6533 • FAX: 954-680-0323

- SKETCH AND DESCRIPTION -

(SEE ATTACHED DESCRIPTION - SHEET 0 OF 0)
 NOTE: THIS IS NOT A SURVEY.



UPDATES / REVISIONS	DATE	BY	CHK'D

NOTE: THE UNDERSIGNED AND PILLAR CONSULTANTS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE COMPLETENESS OF THE INFORMATION REFLECTED HEREIN PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SET-BACK LINES, RESERVATIONS, AGREEMENTS OR OTHER MATTERS OF RECORD. THIS INSTRUMENT IS INTENDED TO REFLECT OR SET FORTH ONLY THOSE ITEMS SHOWN IN THE REFERENCES ABOVE. PILLAR CONSULTANTS, INC. DID NOT RESEARCH THE PUBLIC RECORDS FOR MATTERS AFFECTING THE LANDS SHOWN.

NOTE: THIS INSTRUMENT IS THE PROPERTY OF PILLAR CONSULTANTS, INC. HAPPING, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF PILLAR CONSULTANTS, INC.



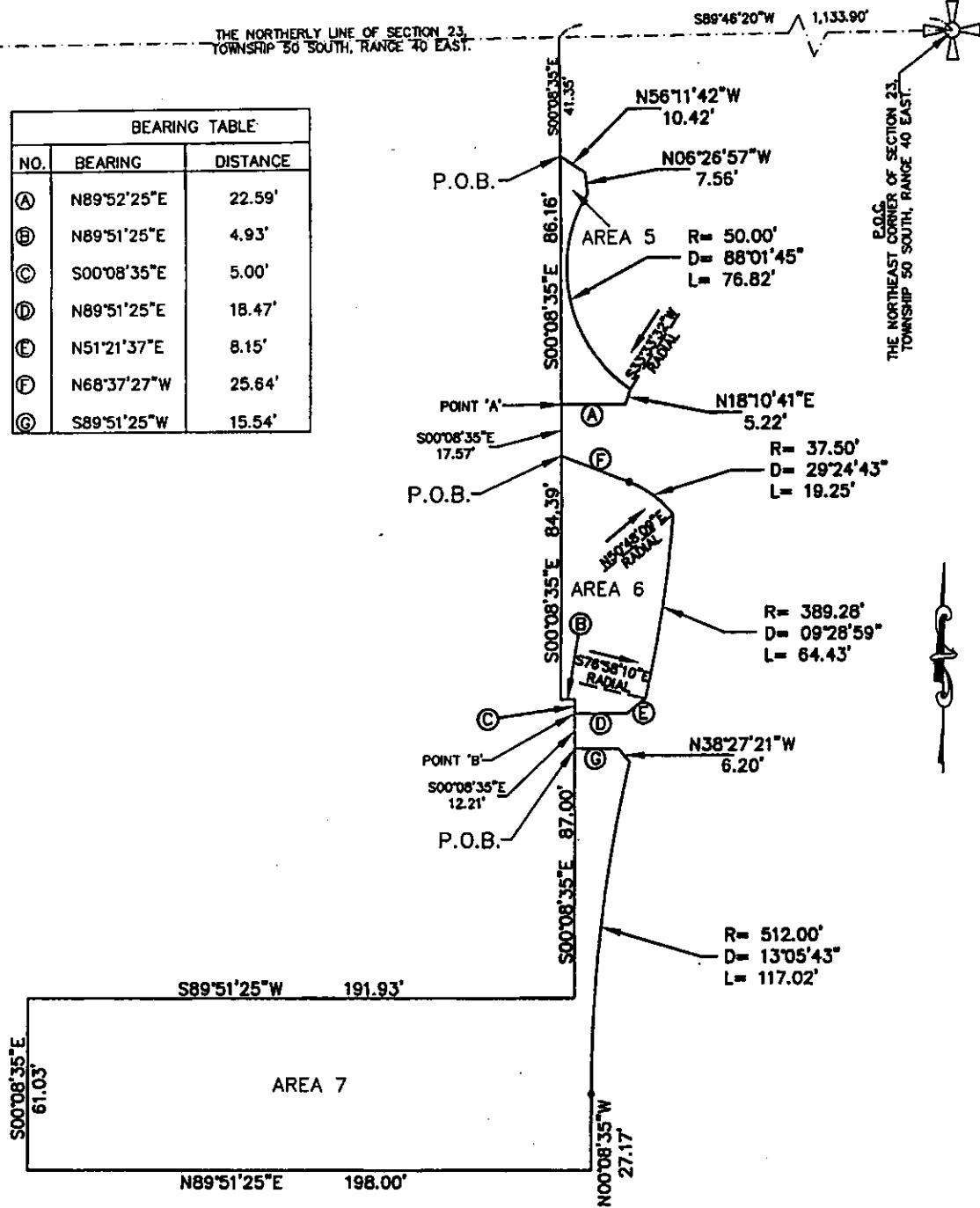
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BEARING TABLE		
NO.	BEARING	DISTANCE
(A)	N89°52'25"E	22.59'
(B)	N89°51'25"E	4.93'
(C)	S00°08'35"E	5.00'
(D)	N89°51'25"E	18.47'
(E)	N51°21'37"E	8.15'
(F)	N68°37'27"W	25.64'
(G)	S89°51'25"W	15.54'



UPDATES / REVISIONS	DATE	BY	CHK'D

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— SKETCH AND DESCRIPTION —

(SEE ATTACHED SKETCH - SHEET 0 OF 0)
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LEGAL DESCRIPTION: CONSERVATION AREA

A PORTION OF TRACTS 1 AND 2, SECTION 23, TOWNSHIP 50 SOUTH, RANGE 40 EAST, FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AREA 1

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 23; THENCE SOUTH 89°46'20" WEST, ALONG THE NORTHERLY LINE OF THE SAID SECTION 23, A DISTANCE OF 50.02 FEET; THENCE SOUTH 00°13'40" EAST, A DISTANCE OF 15.00 FEET TO POINT A, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 00°08'27" EAST, ALONG A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF THE SAID SECTION 23, A DISTANCE OF 644.89 FEET; THENCE SOUTH 89°43'10" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 00°08'48" WEST, A DISTANCE OF 337.40 FEET; THENCE SOUTH 89°46'10" WEST, A DISTANCE OF 164.76 FEET; THENCE SOUTH 45°28'10" WEST, A DISTANCE OF 35.05 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, SAID POINT HAVING A RADIAL BEARING OF NORTH 45°28'01" EAST, SAID CURVE HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 59°30'32"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 83.09 FEET; THENCE NORTH 39°09'09" WEST, A DISTANCE OF 7.57 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 78°27'45" EAST, SAID CURVE HAVING A RADIUS OF 74.00 FEET AND A CENTRAL ANGLE OF 80°30'30"; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 103.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 104°25'03"; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC, A DISTANCE OF 127.57 FEET; THENCE SOUTH 52°47'38" EAST, A DISTANCE OF 1.95 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID POINT HAVING A RADIAL BEARING OF NORTH 55°19'56" WEST, SAID CURVE HAVING A RADIUS OF 44.38 FEET AND A CENTRAL ANGLE OF 33°27'48"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 25.92 FEET; THENCE SOUTH 52°47'38" EAST, A DISTANCE OF 24.46 FEET; THENCE NORTH 37°12'22" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 52°47'38" WEST, A DISTANCE OF 17.59 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 20°46'17" EAST, SAID CURVE HAVING A RADIUS OF 75.79 FEET AND A CENTRAL ANGLE OF 69°27'34"; THENCE NORTHERLY 00°13'40" WEST, A DISTANCE OF 19.64 FEET TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 36.00 FEET AND A CENTRAL ANGLE OF 37°26'00"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 23.52 FEET; THENCE NORTH 37°12'22" EAST, A DISTANCE OF 63.11 FEET TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 177.26 FEET AND A CENTRAL ANGLE OF 46°44'32"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 144.61 FEET; THENCE NORTH 89°46'20" EAST, A DISTANCE OF 41.13 FEET TO THE POINT OF BEGINNING.

LESS:

COMMENCE AT THE SAID POINT "A"; THENCE SOUTH 00°08'27" EAST, ALONG THE EASTERLY BOUNDARY OF THE SAID AREA 1, A DISTANCE OF 105.11 FEET; THENCE SOUTH 89°51'33" WEST, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°08'27" EAST, A DISTANCE OF 158.93 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 89°54'24"; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC, A DISTANCE OF 18.83 FEET;

SHEET 6 OF 11

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTE
				NOTE: THE UNDERSIGNED AND PILLAR CONSULTANTS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE COMPLETENESS OF THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SET-BACK LINES, RESERVATIONS, AGREEMENTS OR OTHER MATTERS OF RECORD. THIS INSTRUMENT IS INTENDED TO REFLECT OR SET FORTH ONLY THOSE ITEMS SHOWN IN THE REFERENCES ABOVE. PILLAR CONSULTANTS, INC. DID NOT RESEARCH THE PUBLIC RECORDS FOR MATTERS AFFECTING THE LANDS SHOWN.
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- SKETCH AND DESCRIPTION -

(SEE ATTACHED SKETCH - SHEET 0 OF 0)

NOTE: THIS IS NOT A SURVEY.

LEGAL DESCRIPTION: CONSERVATION AREA (CONTINUED)

LESS (CONTINUED)

THENCE SOUTH 89°46'10" WEST, A DISTANCE OF 110.15 FEET TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 104°39'40"; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 29.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 121.79 FEET AND A CENTRAL ANGLE OF 63°52'55"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 135.79 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 50°39'32"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 10.61 FEET; THENCE NORTH 37°12'22" EAST, A DISTANCE OF 31.32 FEET TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 52°34'08"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 11.01 FEET; THENCE NORTH 89°46'20" EAST, A DISTANCE OF 45.90 FEET TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 90°05'51"; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC, A DISTANCE OF 18.87 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

AREA 2

COMMENCE AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE SOUTH 89°46'20" WEST, ALONG THE NORTHERLY LINE OF THE SAID SECTION 24, A DISTANCE OF 177.85 FEET; THENCE SOUTH 00°13'40" EAST, A DISTANCE OF 15.00 FEET TO POINT "A", SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89°46'20" WEST, ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTHERLY LINE OF SECTION 23, A DISTANCE OF 218.14 FEET; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 115.98 FEET; THENCE SOUTH 89°51'25" WEST, A DISTANCE OF 45.52 FEET; THENCE SOUTH 00°08'35" EAST, A DISTANCE 120.79 FEET; THENCE SOUTH 89°51'25" WEST, A DISTANCE OF 164.43 FEET; THENCE NORTH 13°11'06" WEST, A DISTANCE OF 5.13 FEET; THENCE SOUTH 89°51'25" WEST, A DISTANCE OF 5.12 FEET; THENCE SOUTH 38°37'00" WEST, A DISTANCE OF 6.40 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 76°45'48" WEST, SAID CURVE HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 76°59'40"; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC A DISTANCE OF 349.39 FEET; THENCE NORTH 89°46'10" EAST, A DISTANCE OF 15.62 FEET TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 158°43'56"; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 138.52 FEET, THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 104°25'03"; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC, A DISTANCE OF 127.57 FEET; THENCE NORTH 52°47'38" WEST, A DISTANCE OF 2.03 FEET; THENCE NORTH 39°52'39" EAST, A DISTANCE OF 11.98 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 36.00 FEET AND A CENTRAL ANGLE OF 56°08'02"; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC, A DISTANCE OF 35.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 42.00 FEET AND A CENTRAL ANGLE OF 96°56'20"; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 71.06 FEET, TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 36.00 FEET, AND A CENTRAL ANGLE OF 43°07'52"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 27.10 FEET;

SHEET 7 OF 11

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTES
				NOTE: THE UNDERSIGNED AND PILLAR CONSULTANTS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE COMPLETENESS OF THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SET-BACK LINES, RESERVATIONS, AGREEMENTS OR OTHER MATTERS OF RECORD. THIS INSTRUMENT IS INTENDED TO REFLECT OR SET FORTH ONLY THOSE ITEMS SHOWN IN THE REFERENCES ABOVE. PILLAR CONSULTANTS, INC. DID NOT RESEARCH THE PUBLIC RECORDS FOR MATTERS AFFECTING THE LANDS SHOWN.
				NOTE: THIS INSTRUMENT IS THE PROPERTY OF PILLAR CONSULTANTS, INC. MAPPING, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF PILLAR CONSULTANTS, INC.



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 DAVIE, FLORIDA 33328
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- SKETCH AND DESCRIPTION -

(SEE ATTACHED SKETCH - SHEET 0 OF 0)
 NOTE: THIS IS NOT A SURVEY.

LEGAL DESCRIPTION: CONSERVATION AREA (CONTINUED)

AREA 2 (CONTINUED)

THENCE NORTH 37°12'22" EAST, A DISTANCE OF 91.91 FEET, TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 21°47'41"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 78.36 FEET TO THE POINT OF BEGINNING.

LESS

BEGIN AT THE SAID POINT "A"; THENCE SOUTH 89°46'20" WEST ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTHERLY LINE OF SECTION 23, A DISTANCE OF 100.30 FEET; THENCE SOUTH 00°13'40" EAST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'20" WEST, A DISTANCE OF 72.90 FEET TO THE POINT OF A CURVATURES OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 89°54'24"; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC, A DISTANCE OF 18.83 FEET;

TOGETHER WITH:

AREA 3

COMMENCE AT THE NORTHEASTS CORNER SECTION 23, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE SOUTH 89°46'20" WEST, ALONG THE NORTHERLY LINE OF THE SAID SECTION 23, A DISTANCE OF 472.23 FEET; THENCE SOUTH 00°13'40" EAST, A DISTANCE OF 455.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34°18'16" EAST, A DISTANCE OF 8.79 FEET; THENCE SOUTH 00°13'50" EAST, A DISTANCE OF 1.07 FEET TO THE POINT OF FA CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 20°48'04" WEST, SAID CURVE HAVING A RADIUS OF 290.00 FEET AND A CENTRAL ANGLE OF 05°29'47"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 27.82 FEET TO A POINT; THENCE SOUTH 89°46'10" WEST, A DISTANCE OF 164.96 FEET; THENCE NORTH 00°13'50" WEST, A DISTANCE OF 7.45 FEET; THENCE NORTH 31°53'46" EAST, A DISTANCE OF 9.45 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 25°57'2", SAID CURVE HAVING A RADIUS OF 375.61 FEET AND A CENTRAL ANGLE OF 09°59'46"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 65.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 78°32'40"; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 47.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 286.49 FEET AND A CENTRAL ANGLE OF 19°07'38"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 95.64 FEET TO A POINT, BEING THE POINT OF BEGINNING.

TOGETHER WITH:

AREA 4

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 23; THENCE SOUTH 89°46'20" WEST, ALONG THE NORTHERLY LINE OF THE SAID SECTION 23, A DISTANCE OF 584.38 FEET; THENCE SOUTH 00°13'40" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 23°44'31" WEST, A DISTANCE OF 30.57 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTH, SAID POINT HAVING A RADIAL BEARING OF NORTH 23°44'29" EAST; SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 54°26'22";

SHEET 8 OF 11

UPDATES / REVISIONS	DATE	BY	CHK'D

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- SKETCH AND DESCRIPTION -

(SEE ATTACHED SKETCH - SHEET 0 OF 0)
 NOTE: THIS IS NOT A SURVEY.

LEGAL DESCRIPTION: CONSERVATION AREAS (CONTINUED)

AREA 4 (CONTINUED)

THENCE NORHTWESTERLY AND SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 47.51 FEET;
 THENCE SOUTH 89°46'30" WEST, A DISTANCE OF 193.86 FEET; THENCE SOUTH 00°08'35" EAST, A
 DISTANCE OF 112.57 FEET; THENCE NORTH 89°51'25" EAST, A DISTANCE OF 16.31 FEET;
 THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 118.17 FEET;
 THENCE NORTH 89°51'25" EAST, A DISTANCE OF 5.62 FEET;
 THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 108.18 FEET;
 THENCE NORTH 89°06'06" EAST, A DISTANCE OF 149.59 FEET;
 THENCE NORTH 57°21'43" EAST, A DISTANCE OF 67.05 FEET TO A POINT OF CURVATURE OF A
 NON-TANGENT CIRCULAR CURVRE, CONCAVE TO THE SOUTHWEST, SAID POINT HAVING A REDIA
 BEARING OF NORTH 71°04'10" EAST, SAID CURVE HAVING A RADIUS OF 29.00 FEET AND A CENTRAL
 ANGLE OF 12°28'00"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 6.31 FEET TO THE
 POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE
 HAVING A RADIUS OF 290.00 FEET AND A CENTRAL ANGLE OF 09°24'37"; THENCE NORTHWESTERLY
 ALONG THE ARC, A DISTANCE OF 47.63 FEET; THENCE SOUTH 60°43'10" EAST, A DISTANCE OF 9.76
 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE
 NORTHEAST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 66°29'24" WEST, SAID CURVE HAVING
 A RADIUS OF 283.00 FEET AND A CENTRAL ANGLE OF 07°54'07"; THENCE SOUTHEASTERLY ALONG
 THE ARC, A DISTANCE OF 39.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR
 CURVE, CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 35.00 FEET AND A CENTRAL
 ANGLE OF 89°10'18"; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF
 52.12 FEET TO THE POINT OF A COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE
 NORTHWEST, SAID CURVE HAVING A RADIUS OF 351.00 FEET AND A CENTRAL ANGLE OF 35°51'11";
 THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC, A DISTANCE OF 219.64 FEET;
 THENCE SOUTH 89°46'10" WEST, A DISTANCE OF 164.96 FEET;
 THENCE NORTH 45°13'50" WEST, A DISTANCE OF 7.07 FEET;
 THENCE NORTH 00°13'50" WEST, A DISTANCE OF 5.00 FEET;
 THENCE NORTH 89°46'10" EAST, A DISTANCE OF 49.72 FEET TO THE POINT OF CURVATURE OF A
 CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 70.00 FEET AND
 A CENTRAL ANGLE OF 34°07'55"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 41.70
 FEET; THENCE NORTH 00°13'50" WEST, A DISTANCE OF 174.69 FEET; THENCE
 SOUTH 89°45'27" WEST, A DISTANCE OF 205.97 FEET TO THE POINT OF A CURVATURE OF A
 NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, SAID POINT HAVING A RADIAL
 BEARING OF NORTH 76°39'33" WEST, SAID CURVE HAVING A RADIUS OF 478.00 FEET AND A
 CENTRAL ANGLE OF 13°29'01"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 112.49 FEET;
 THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 40.28 FEET TO THE POINT OF CURVATURE OF A
 CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 35.00 FEET AND
 A CENTRAL ANGLE OF 90°05'15"; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC, A
 DISTANCE OF 55.03 FEET; THENCE NORTH 89°46'10" EAST, A DISTANCE OF 57.04 FEET;
 THENCE SOUTH 00°13'50" EAST, A DISTANCE OF 5.00 FEET;
 THENCE SOUTH 44°46'10" WEST, A DISTANCE OF 52.04 FEET TO THE POINT OF A CURVATURE OF A
 CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 45.00 FEET AND
 A CENTRAL ANGLE OF 90°05'15"; THENCE NORTHWESTERLY AND NORTHERLY ALONG TO ARC, A
 DISTANCE OF 70.75 FEET; THENCE NORTH 00°08'35" WEST, A DISTANCE OF 40.28 FEET TO THE
 POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 488.00 FEET AND CENTRAL ANGLE OF 14°35'05"; THENCE NORTHERLY ALONG THE ARC,
 A DISTANCE OF 124.22 FEET TO THE POINT OF A REVERSE CURVATURE OF A CIRCULAR CURVE,
 CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OR 412.00 FEET AND A CENTRAL
 ANGLE OF 13°10'41"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 94.76 FEET TO THE
 POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE
 HAVING A RADIUS OR 35.00 FEET AND A CENTRAL ANGLE OF 55°08'06";

SHEET 9 OF 11

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTES
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- SKETCH AND DESCRIPTION -

(SEE ATTACHED SKETCH - SHEET 0 OF 0)
 NOTE: THIS IS NOT A SURVEY.

LEGAL DESCRIPTION: CONSERVATION AREAS (CONTINUED)

AREA 4 (CONTINUED)

THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 33.68 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 175°31'53"; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC, A DISTANCE OF 153.18 FEET; THENCE NORTH 83°54'19" WEST, A DISTANCE OF 7.99 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, SAID POINT HAVING A RADIAL BEARING OF NORTH 41°13'18" EAST, SAID CURVE HAVING A RADIUS OF 65.47 FEET AND A CENTRAL ANGLE OF 20°22'24"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 23.28 FEET; THENCE NORTH 00°08'35" WEST, A DISTANCE OF 9.38 FEET; THENCE NORTH 89°46'20" EAST, ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTHERLY LINE OF SECTION 23, A DISTANCE OF 549.54 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

AREA 5

COMMENCE AT THE SAID NORTHEAST CORNER OF SECTION 23, THENCE SOUTH 89°46'20" WEST, ALONG THE NORTHERLY LINE OF THE SAID SECTION 23, A DISTANCE OF 1,133.90 FEET; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 41.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°08'35" EAST, A DISTANCE OF 86.16 FEET TO POINT "A"; THENCE NORTH 89°51'25" EAST, A DISTANCE OF 22.59 FEET; THENCE NORTH 18°10'41" EAST, A DISTANCE OF 5.22 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE EAST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 33°33'32" WEST, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 88°01'45"; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 76.82 FEET; THENCE NORTH 06°26'57" WEST, A DISTANCE OF 7.56 FEET; THENCE NORTH 56°11'42" WEST, A DISTANCE OF 10.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

AREA 6

COMMENCE AT THE SAID POINT "A"; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 17.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°08'35" EAST, A DISTANCE OF 84.39 FEET; THENCE NORTH 89°51'25" EAST, A DISTANCE OF 4.93 FEET; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 5.00 FEET TO POINT "B"; THENCE NORTH 89°51'25" EAST, A DISTANCE OF 18.57 FEET; THENCE NORTH 51°21'37" EAST, A DISTANCE OF 8.15 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 76°58'10" EAST, SAID CURVE HAVING A RADIUS OF 389.28 FEET AND A CENTRAL ANGLE OF 09°28'59"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 64.43 FEET TO THE POINT COMPOUND CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, SAID POINT HAVING A RADIAL BEARING OF NORTH 50°48'09" EAST, SAID CURVE HAVING A RADIUS OF 37.50 FEET AND A CENTRAL ANGLE OF 29°24'43"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 19.25 FEET; THENCE NORTH 68°37'27" WEST, A DISTANCE OF 25.64 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

UPDATES / REVISIONS	DATE	BY	CHK'D

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- SKETCH AND DESCRIPTION -

(SEE ATTACHED SKETCH - SHEET 0 OF 0)
 NOTE: THIS IS NOT A SURVEY.

LEGAL DESCRIPTION: CONSERVATION AREAS (CONTINUED)

AREA 7

COMMENCE AT THE SAID POINT "B"; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 12.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°08'35" EAST, A DISTANCE OF 87.00 FEET; THENCE SOUTH 89°51'25" WEST, A DISTANCE OF 191.93 FEET; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 61.03 FEET; THENCE NORTH 89°51'25" EAST, A DISTANCE OF 198.00 FEET; THENCE NORTH 00°08'35" WEST, A DISTANCE OF 27.17 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 512.00 FEET AND CENTRAL ANGLE OF 13°05'43"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 117.02 FEET; THENCE NORTH 38°27'21" WEST, A DISTANCE OF 6.20 FEET; THENCE SOUTH 89°51'25" WEST, A DISTANCE OF 15.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA. CONTAINING 245,463.2 SQUARE FEET (5.6 ACRES) MORE OR LESS.

NOTES:

1. THIS IS NOT A SURVEY. ITS IS A DESCRIPTION OF THE LANDS AS SHOWN HEREON.
2. THE DESCRIPTION, AS SHOWN HEREON, IS BASED ON A WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 50405, PAGE 766, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
3. BEARING REFERENCE:

THE BEARINGS, AS SHOWN HEREON, ARE REFERENCED TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 40 EAST, AS RECORDED IN MISCELLANEOUS PLAT BOOK 4, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
SAID LINE BEARS: SOUTH 00°08'27" EAST.
4. NO FIELD WORK WAS PERFORMED DURING THE PRODUCTION OF THIS SKETCH AND DESCRIPTION.

LEGEND:

- P.O.C. - POINT OF COMMENCEMENT
 P.O.B. - POINT OF BEGINNING
 M-D.C.R. - MIAMI-DADE COUNTY RECORDS
 B.C.R. - BROWARD COUNTY RECORDS

SHEET 11 OF 11

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTES
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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 _____ day of _____, 20__, by STONEBRIDGE ESTATES, LLC, ("Grantor") a Florida limited liability corporation, whose mailing address is 12555 Orange Drive #266, Davie, FL. 33330, to DAVIE AREA LAND TRUST, INC, ("Grantee"), a Florida not for profit corporation, whose mailing address is _____ 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, upon notification to Grantor.

(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) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- (b) 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;
- (c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface, unless part of the initial approved plans;
- (d) Surface use except for purposes that permit the land to remain in its natural or enhanced vegetative and hydrologic condition;
- (e) Acts or uses detrimental to said aforementioned retention and maintenance of land areas; and
- (f) 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.

- 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.

- 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 STONEBRIDGE ESTATES, LLC has made and executed this Agreement on the respective dates under each signature.

[Signature]
WITNESS
Printed Name: Natalia Torres

STONEBRIDGE ESTATES, LLC, a Florida limited liability corporation

By: [Signature]
Title: Manager
Print name: Julian Consuegra
Address: 12555 Orange Dr. Suite 266
DAVIE, FL 33330

WITNESS
Printed Name: Maria El-Rachid
(Seal)

Dated: 19 day of November, 2015

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ STONEBRIDGE ESTATES, LLC, a Florida 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 19 day of NOV, 2015.

[Signature]
Notary Public Signature

Amarilis Ramos

Printed Name:

My Commission Expires: 03/15/19
Commission Number: FF 209583



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

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

WITNESS

Printed Name: _____

By: _____

Title: _____

Print name: _____

Address: 6591 Orange Drive

Davie, Florida 33314

Dated: __ day of _____, 2015

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 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 ____ day of _____, 2015.

Notary Public Signature

Printed Name:

My Commission Expires: _____

Commission Number: _____

Exhibit A

Parent Parcel

PARENT PARCEL
OAK PARK
LEGAL DESCRIPTION

TRACT 1, SECTION 23, TOWNSHIP 50 SOUTH, RANGE 40 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THERE OF, RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

AND:

TRACT 2, SECTION 23, TOWNSHIP 50 SOUTH, RANGE 40 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THERE OF, RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT (AS TO BOTH TRACTS 1 AND 2) ROAD RIGHTS OF WAY EVIDENCED IN PLAT OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, RECORDED IN PLAT BOOK 2, PAGE 17; AND ALSO DEPICTED AT PLAT BOOK 14, PAGE 17.

Exhibit B
Open Space Parcel

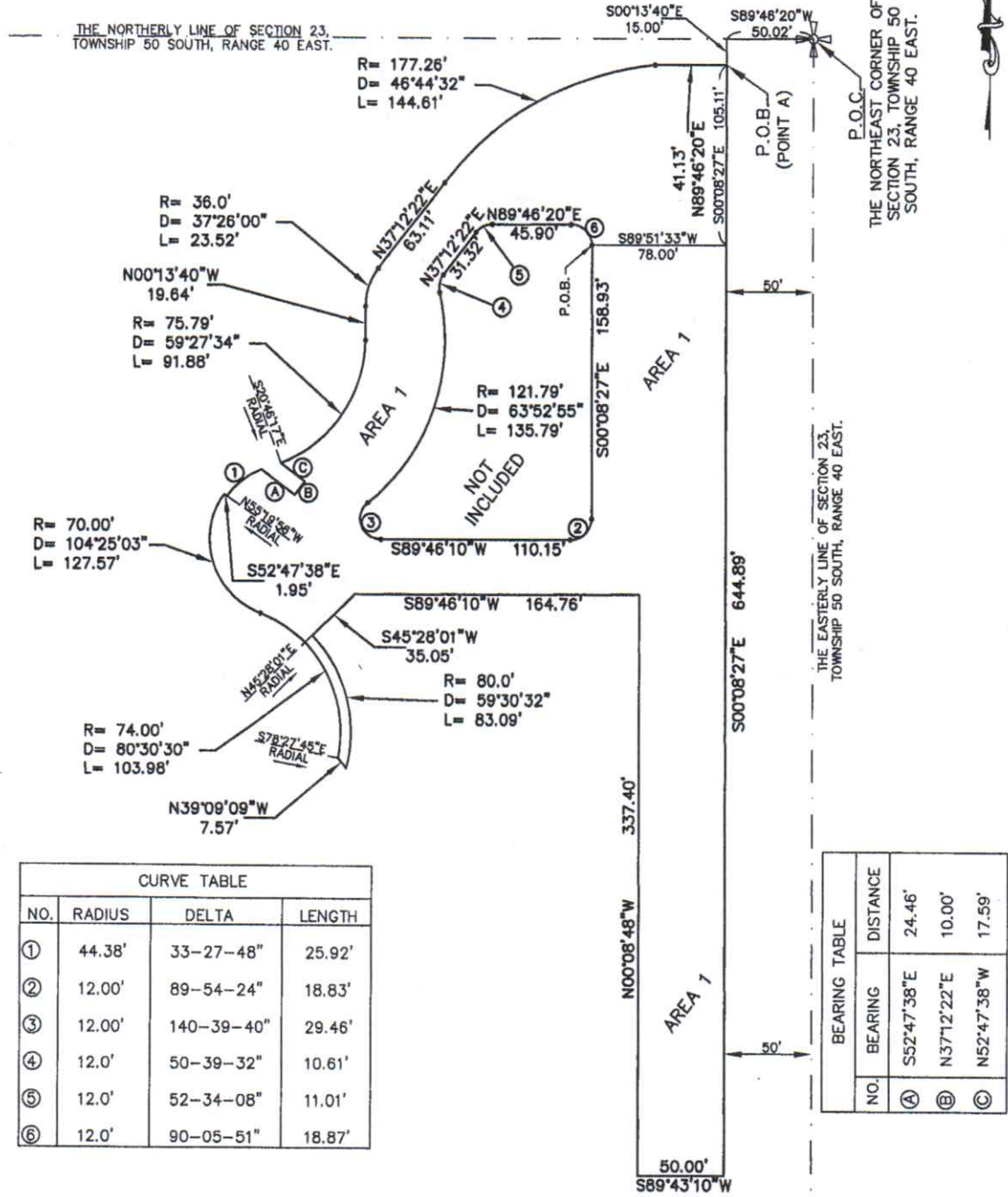
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 LB #7024
 5230 SOUTH UNIVERSITY DRIVE, SUITE 104
 DAVIE, FLORIDA 33328
 OFFICE: 954-680-6533 • FAX: 954-680-0323

- SKETCH AND DESCRIPTION -

(SEE ATTACHED DESCRIPTION - SHEET 0 OF 0)
 NOTE: THIS IS NOT A SURVEY.



NO.	RADIUS	DELTA	LENGTH
①	44.38'	33-27-48"	25.92'
②	12.00'	89-54-24"	18.83'
③	12.00'	140-39-40"	29.46'
④	12.0'	50-39-32"	10.61'
⑤	12.0'	52-34-08"	11.01'
⑥	12.0'	90-05-51"	18.87'

NO.	BEARING	DISTANCE
A	S52°47'38"E	24.46'
B	N37°12'22"E	10.00'
C	N52°47'38"W	17.59'

PREPARED BY:
 TROY N. TOWNSEND
 PROFESSIONAL SURVEYOR AND MAPPER NO. LS 6425
 STATE OF FLORIDA

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

SHEET 1 OF 11

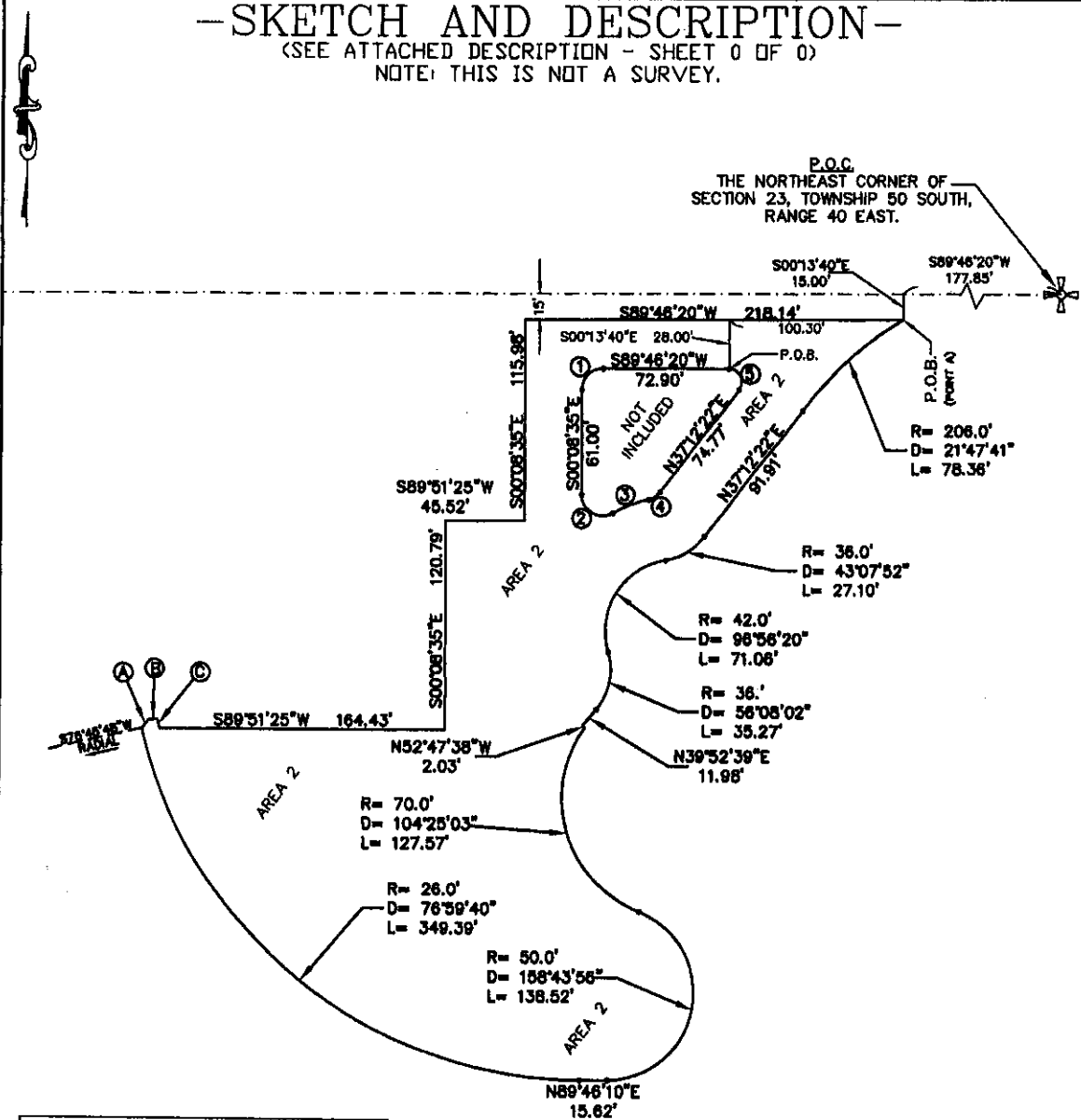
UPDATES / REVISIONS	DATE	BY	CHK'D	NOTES
				NOTE: THE UNDERSIGNED AND PILLAR CONSULTANTS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE COMPLETENESS OF THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SET-BACK LINES, RESERVATIONS, AGREEMENTS OR OTHER MATTERS OF RECORD. THIS INSTRUMENT IS INTENDED TO REFLECT OR SET FORTH ONLY THOSE ITEMS SHOWN IN THE REFERENCES ABOVE. PILLAR CONSULTANTS, INC. DID NOT RESEARCH THE PUBLIC RECORDS FOR MATTERS AFFECTING THE LANDS SHOWN.
				NOTE: THIS INSTRUMENT IS THE PROPERTY OF PILLAR CONSULTANTS, INC. MAPPING, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF PILLAR CONSULTANTS, INC.



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— SKETCH AND DESCRIPTION —

(SEE ATTACHED DESCRIPTION - SHEET 0 OF 0)
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CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
①	12.0'	89°54'24"	18.83'
②	12.0'	118°56'11"	24.91'
③	78.0'	16°18'53"	22.21'
④	12.0'	40°00'42"	8.38'
⑤	7.40'	127°22'01"	16.45'

BEARING TABLE		
NO.	BEARING	DISTANCE
Ⓐ	N13°11'06"W	5.13'
Ⓑ	S89°51'25"W	5.12'
Ⓒ	S38°37'00"W	6.40'

SHEET 2 OF 11

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTE
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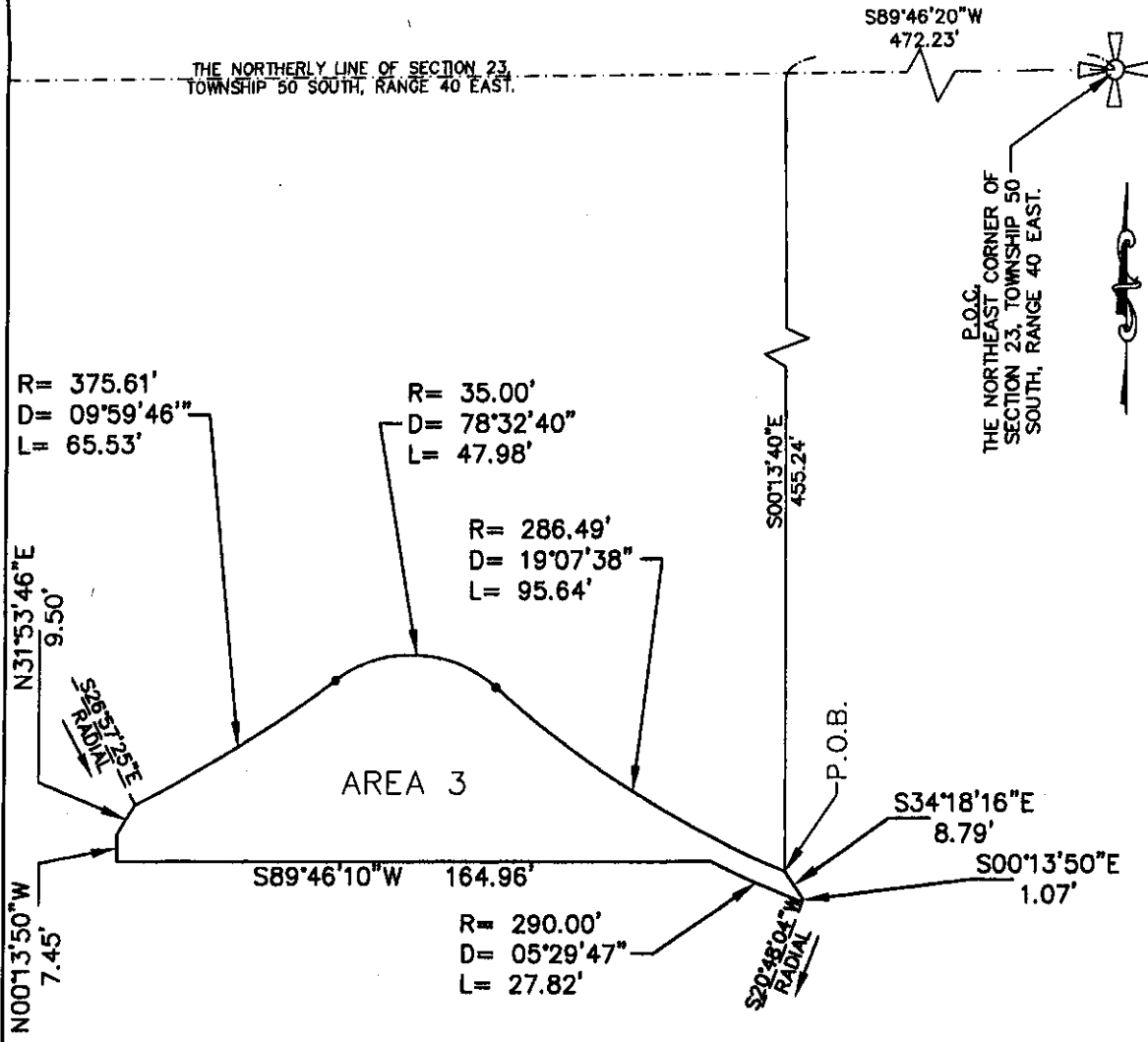
Job No. 14011 Drawn By: T.N.T. Checked By: TNT Scale: NOT TO SCALE



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— SKETCH AND DESCRIPTION —

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SHEET 3 OF 11

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTE:
				NOTE: THE UNDERSIGNED AND PILLAR CONSULTANTS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE COMPLETENESS OF THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SET-BACK LINES, RESERVATIONS, AGREEMENTS OR OTHER MATTERS OF RECORD. THIS INSTRUMENT IS INTENDED TO REFLECT OR SET FORTH ONLY THOSE ITEMS SHOWN IN THE REFERENCES ABOVE. PILLAR CONSULTANTS, INC. DID NOT RESEARCH THE PUBLIC RECORDS FOR MATTERS AFFECTING THE LANDS SHOWN.
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Job No. 14011	Drawn By: T.N.T.		Checked By: TNT	Scale: NOT TO SCALE

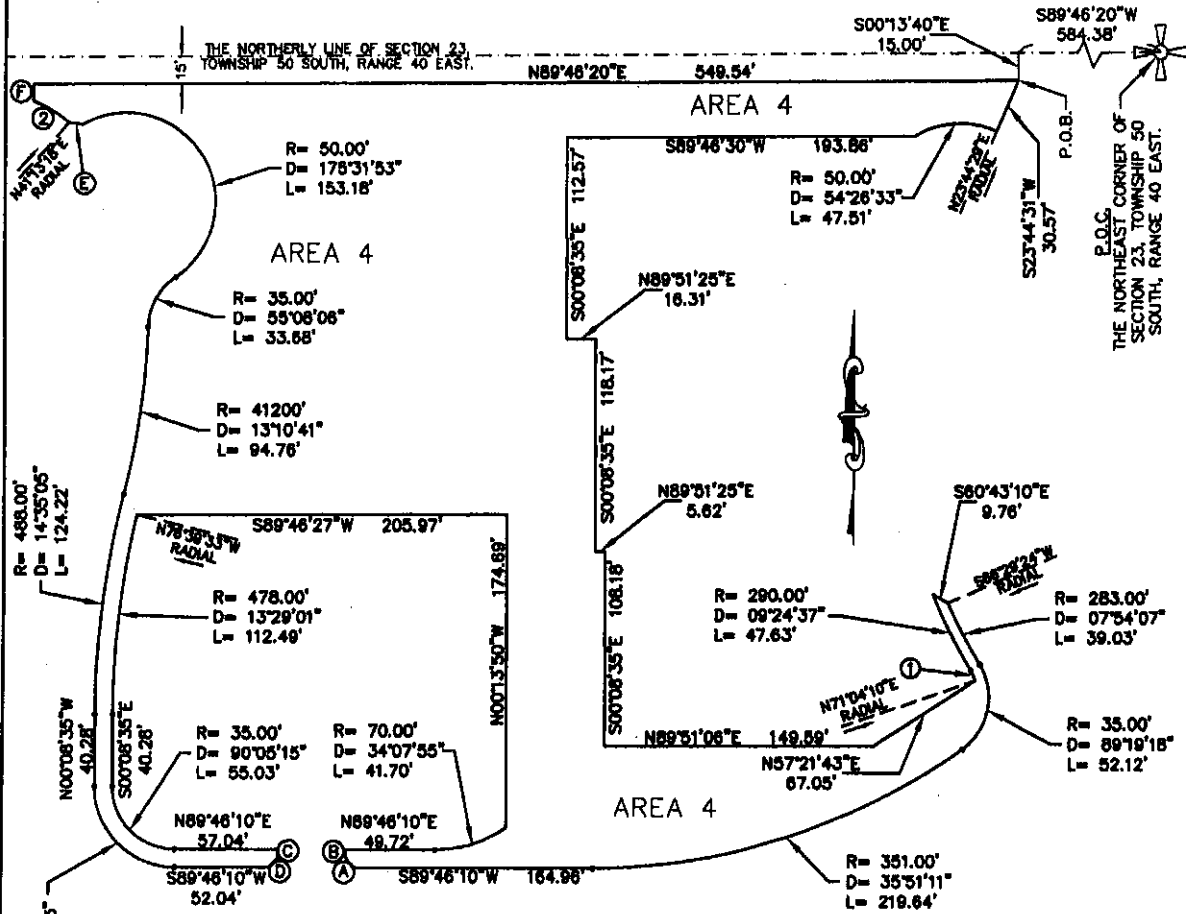


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— SKETCH AND DESCRIPTION —

(SEE ATTACHED DESCRIPTION - SHEET 0 OF 0)
 NOTE: THIS IS NOT A SURVEY.



BEARING TABLE		
NO.	BEARING	DISTANCE
A	N45°13'50"W	7.07'
B	N00°13'50"W	5.00'
C	S00°13'50"E	5.00'
D	S44°46'10"W	7.07'
E	N83°54'19"W	7.99'
F	N00°08'35"W	9.36'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
①	29.00'	12°28'00"	6.31'
②	65.47'	20°22'24"	23.28'

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTES
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Job No: 14011		Drawn By: T.N.T.	Checked By: TNT	Scale: NOT TO SCALE



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LB #7024

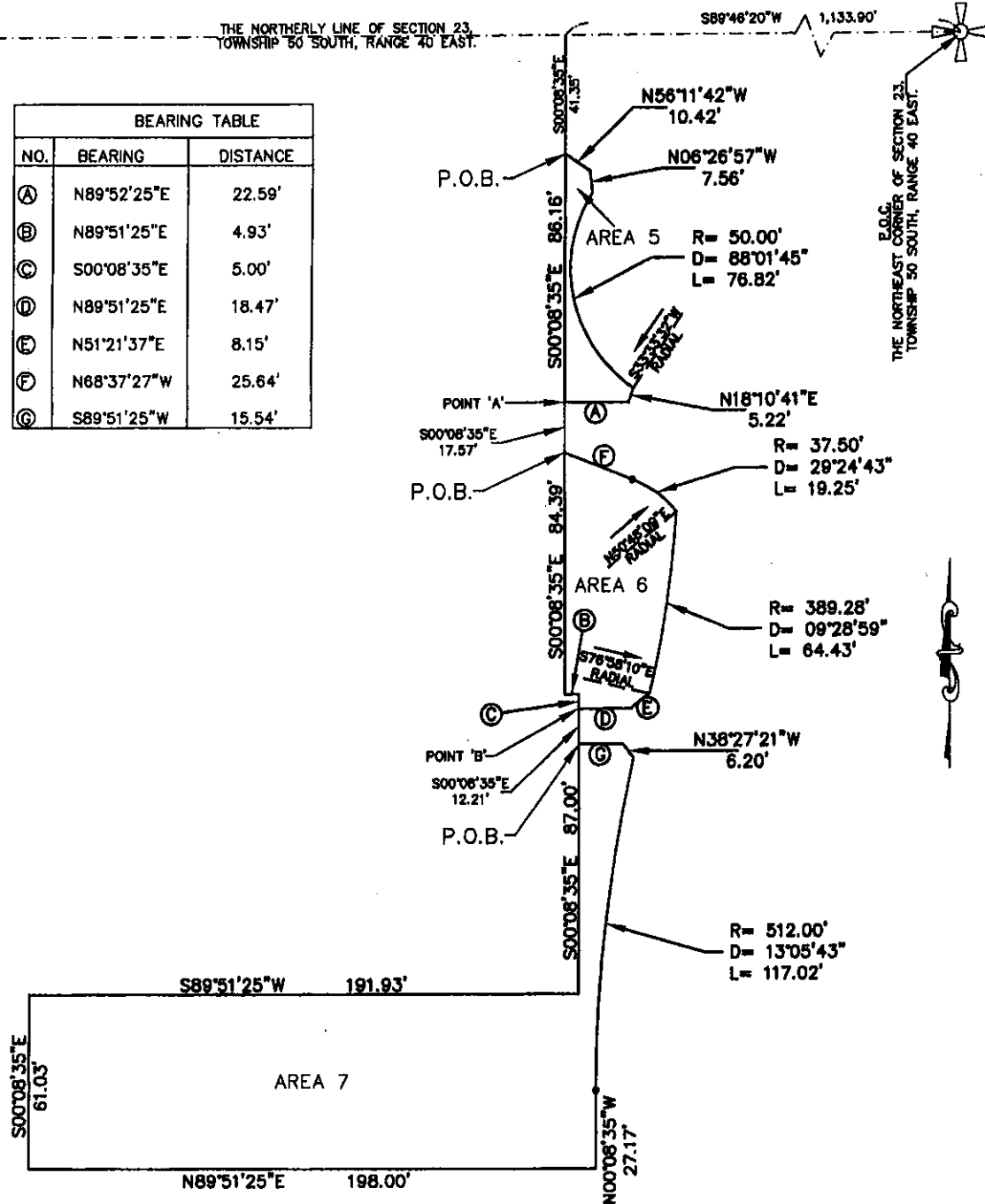
5230 SOUTH UNIVERSITY DRIVE, SUITE 104
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— SKETCH AND DESCRIPTION —

(SEE ATTACHED DESCRIPTION - SHEET 0 OF 0)
 NOTE: THIS IS NOT A SURVEY.

BEARING TABLE		
NO.	BEARING	DISTANCE
(A)	N89°52'25"E	22.59'
(B)	N89°51'25"E	4.93'
(C)	S00°08'35"E	5.00'
(D)	N89°51'25"E	18.47'
(E)	N51°21'37"E	8.15'
(F)	N68°37'27"W	25.64'
(G)	S89°51'25"W	15.54'



SHEET 5 OF 11

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTE
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Job No: 14011 Drawn By: T.N.T. Checked By: TNT Scale: NOT TO SCALE



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— SKETCH AND DESCRIPTION —

(SEE ATTACHED SKETCH - SHEET 0 OF 0)

NOTE: THIS IS NOT A SURVEY.

LEGAL DESCRIPTION: CONSERVATION AREA

A PORTION OF TRACTS 1 AND 2, SECTION 23, TOWNSHIP 50 SOUTH, RANGE 40 EAST, FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AREA 1

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 23; THENCE SOUTH 89°46'20" WEST, ALONG THE NORTHERLY LINE OF THE SAID SECTION 23, A DISTANCE OF 50.02 FEET; THENCE SOUTH 00°13'40" EAST, A DISTANCE OF 15.00 FEET TO POINT A, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 00°08'27" EAST, ALONG A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF THE SAID SECTION 23, A DISTANCE OF 644.89 FEET; THENCE SOUTH 89°43'10" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 00°08'48" WEST, A DISTANCE OF 337.40 FEET; THENCE SOUTH 89°46'10" WEST, A DISTANCE OF 164.76 FEET; THENCE SOUTH 45°28'10" WEST, A DISTANCE OF 35.05 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, SAID POINT HAVING A RADIAL BEARING OF NORTH 45°28'01" EAST, SAID CURVE HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 59°30'32"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 83.09 FEET; THENCE NORTH 39°09'09" WEST, A DISTANCE OF 7.57 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 78°27'45" EAST, SAID CURVE HAVING A RADIUS OF 74.00 FEET AND A CENTRAL ANGLE OF 80°30'30"; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 103.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 104°25'03"; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC, A DISTANCE OF 127.57 FEET; THENCE SOUTH 52°47'38" EAST, A DISTANCE OF 1.95 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID POINT HAVING A RADIAL BEARING OF NORTH 55°19'56" WEST, SAID CURVE HAVING A RADIUS OF 44.38 FEET AND A CENTRAL ANGLE OF 33°27'48"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 25.92 FEET; THENCE SOUTH 52°47'38" EAST, A DISTANCE OF 24.46 FEET; THENCE NORTH 37°12'22" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 52°47'38" WEST, A DISTANCE OF 17.59 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 20°46'17" EAST, SAID CURVE HAVING A RADIUS OF 75.79 FEET AND A CENTRAL ANGLE OF 69°27'34"; THENCE NORTHERLY 00°13'40" WEST, A DISTANCE OF 19.64 FEET TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 36.00 FEET AND A CENTRAL ANGLE OF 37°26'00"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 23.52 FEET; THENCE NORTH 37°12'22" EAST, A DISTANCE OF 63.11 FEET TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 177.26 FEET AND A CENTRAL ANGLE OF 46°44'32"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 144.61 FEET; THENCE NORTH 89°46'20" EAST, A DISTANCE OF 41.13 FEET TO THE POINT OF BEGINNING.

LESS:

COMMENCE AT THE SAID POINT "A"; THENCE SOUTH 00°08'27" EAST, ALONG THE EASTERLY BOUNDARY OF THE SAID AREA 1, A DISTANCE OF 105.11 FEET; THENCE SOUTH 89°51'33" WEST, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°08'27" EAST, A DISTANCE OF 158.93 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 89°54'24"; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC, A DISTANCE OF 18.83 FEET;

SHEET 6 OF 11

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTES
				NOTE: THE UNDERSIGNED AND PILLAR CONSULTANTS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE COMPLETENESS OF THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SET-BACK LINES, RESERVATIONS, AGREEMENTS, OR OTHER MATTERS OF RECORD. THIS INSTRUMENT IS INTENDED TO REFLECT OR SET FORTH ONLY THOSE ITEMS SHOWN IN THE REFERENCES ABOVE. PILLAR CONSULTANTS, INC. DID NOT RESEARCH THE PUBLIC RECORDS FOR MATTERS AFFECTING THE LANDS SHOWN.
				NOTE: THIS INSTRUMENT IS THE PROPERTY OF PILLAR CONSULTANTS, INC. PILLAR CONSULTANTS, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF PILLAR CONSULTANTS, INC.
Job No: 14011		Drawn By: T.N.T.		Checked By: TNT
				Scale: NOT TO SCALE



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 CONSULTING ENGINEERS • PLANNERS • SURVEYORS
 LB #7024

5230 SOUTH UNIVERSITY DRIVE, SUITE 104
 DAVIE, FLORIDA 33328
 OFFICE: 954-680-6533 • FAX: 954-680-0323

- SKETCH AND DESCRIPTION -

(SEE ATTACHED SKETCH - SHEET 0 OF 0)
 NOTE: THIS IS NOT A SURVEY.

LEGAL DESCRIPTION: CONSERVATION AREA (CONTINUED)

LESS (CONTINUED)

THENCE SOUTH 89°46'10" WEST, A DISTANCE OF 110.15 FEET TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 104°39'40"; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 29.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 121.79 FEET AND A CENTRAL ANGLE OF 63°52'55"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 135.79 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 50°39'32"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 10.61 FEET; THENCE NORTH 37°12'22" EAST, A DISTANCE OF 31.32 FEET TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 52°34'08"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 11.01 FEET; THENCE NORTH 89°46'20" EAST, A DISTANCE OF 45.90 FEET TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 90°05'51"; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC, A DISTANCE OF 18.87 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

AREA 2

COMMENCE AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE SOUTH 89°46'20" WEST, ALONG THE NORTHERLY LINE OF THE SAID SECTION 24, A DISTANCE OF 177.85 FEET; THENCE SOUTH 00°13'40" EAST, A DISTANCE OF 15.00 FEET TO POINT "A", SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89°46'20" WEST, ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTHERLY LINE OF SECTION 23, A DISTANCE OF 218.14 FEET; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 115.98 FEET; THENCE SOUTH 89°51'25" WEST, A DISTANCE OF 45.52 FEET; THENCE SOUTH 00°08'35" EAST, A DISTANCE 120.79 FEET; THENCE SOUTH 89°51'25" WEST, A DISTANCE OF 164.43 FEET; THENCE NORTH 13°11'06" WEST, A DISTANCE OF 5.13 FEET; THENCE SOUTH 89°51'25" WEST, A DISTANCE OF 5.12 FEET; THENCE SOUTH 38°37'00" WEST, A DISTANCE OF 6.40 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 76°45'48" WEST, SAID CURVE HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 76°59'40"; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC A DISTANCE OF 349.39 FEET; THENCE NORTH 89°46'10" EAST, A DISTANCE OF 15.62 FEET TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 158°43'56"; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 138.52 FEET, THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 104°25'03"; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC, A DISTANCE OF 127.57 FEET; THENCE NORTH 52°47'38" WEST, A DISTANCE OF 2.03 FEET; THENCE NORTH 39°52'39" EAST, A DISTANCE OF 11.98 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 36.00 FEET AND A CENTRAL ANGLE OF 56°08'02"; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC, A DISTANCE OF 35.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 42.00 FEET AND A CENTRAL ANGLE OF 96°56'20"; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 71.06 FEET, TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 36.00 FEET, AND A CENTRAL ANGLE OF 43°07'52"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 27.10 FEET;

SHEET 7 OF 11

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTES
				NOTE: THE UNDERSIGNED AND PILLAR CONSULTANTS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE COMPLETENESS OF THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SET-BACK LINES, RESERVATIONS, AGREEMENTS OR OTHER MATTERS OF RECORD. THIS INSTRUMENT IS INTENDED TO REFLECT OR SET FORTH ONLY THOSE ITEMS SHOWN IN THE REFERENCES ABOVE. PILLAR CONSULTANTS, INC. DID NOT RESEARCH THE PUBLIC RECORDS FOR MATTERS AFFECTING THE LANDS SHOWN. NOTE: THIS INSTRUMENT IS THE PROPERTY OF PILLAR CONSULTANTS, INC. PILLAR CONSULTANTS, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF PILLAR CONSULTANTS, INC.
Job No. 14011		Drawn By: T.N.T.	Checked By: TNT	Scale: NOT TO SCALE



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— SKETCH AND DESCRIPTION —

(SEE ATTACHED SKETCH - SHEET 0 OF 0)
 NOTE: THIS IS NOT A SURVEY.

LEGAL DESCRIPTION: CONSERVATION AREA (CONTINUED)

AREA 2 (CONTINUED)

THENCE NORTH 37°12'22" EAST, A DISTANCE OF 91.91 FEET, TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 21°47'41"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 78.36 FEET TO THE POINT OF BEGINNING.

LESS

BEGIN AT THE SAID POINT "A"; THENCE SOUTH 89°46'20" WEST ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTHERLY LINE OF SECTION 23, A DISTANCE OF 100.30 FEET; THENCE SOUTH 00°13'40" EAST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'20" WEST, A DISTANCE OF 72.90 FEET TO THE POINT OF A CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 89°54'24"; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC, A DISTANCE OF 18.83 FEET;

TOGETHER WITH:

AREA 3

COMMENCE AT THE NORTHEASTS CORNER SECTION 23, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE SOUTH 89°46'20" WEST, ALONG THE NORTHERLY LINE OF THE SAID SECTION 23, A DISTANCE OF 472.23 FEET; THENCE SOUTH 00°13'40" EAST, A DISTANCE OF 455.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34°18'16" EAST, A DISTANCE OF 8.79 FEET; THENCE SOUTH 00°13'50" EAST, A DISTANCE OF 1.07 FEET TO THE POINT OF FA CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 20°48'04" WEST, SAID CURVE HAVING A RADIUS OF 290.00 FEET AND A CENTRAL ANGLE OF 05°29'47"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 27.82 FEET TO A POINT; THENCE SOUTH 89°46'10" WEST, A DISTANCE OF 164.96 FEET; THENCE NORTH 00°13'50" WEST, A DISTANCE OF 7.45 FEET; THENCE NORTH 31°53'46" EAST, A DISTANCE OF 9.45 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 25°57'2", SAID CURVE HAVING A RADIUS OF 375.61 FEET AND A CENTRAL ANGLE OF 09°59'46"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 65.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 78°32'40"; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 47.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 286.49 FEET AND A CENTRAL ANGLE OF 19°07'38"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 95.64 FEET TO A POINT, BEING THE POINT OF BEGINNING.

TOGETHER WITH:

AREA 4

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 23; THENCE SOUTH 89°46'20" WEST, ALONG THE NORTHERLY LINE OF THE SAID SECTION 23, A DISTANCE OF 584.38 FEET; THENCE SOUTH 00°13'40" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 23°44'31" WEST, A DISTANCE OF 30.57 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTH, SAID POINT HAVING A RADIAL BEARING OF NORTH 23°44'29" EAST; SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 54°26'22";

SHEET 8 OF 11

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTES
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— SKETCH AND DESCRIPTION —

(SEE ATTACHED SKETCH - SHEET 0 OF 0)
 NOTE: THIS IS NOT A SURVEY.

LEGAL DESCRIPTION: CONSERVATION AREAS (CONTINUED)

AREA 4 (CONTINUED)

THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 47.51 FEET;
 THENCE SOUTH 89°46'30" WEST, A DISTANCE OF 193.86 FEET; THENCE SOUTH 00°08'35" EAST, A
 DISTANCE OF 112.57 FEET; THENCE NORTH 89°51'25" EAST, A DISTANCE OF 16.31 FEET;
 THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 118.17 FEET;
 THENCE NORTH 89°51'25" EAST, A DISTANCE OF 5.62 FEET;
 THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 108.18 FEET;
 THENCE NORTH 89°06'06" EAST, A DISTANCE OF 149.59 FEET;
 THENCE NORTH 57°21'43" EAST, A DISTANCE OF 67.05 FEET TO A POINT OF CURVATURE OF A
 NON-TANGENT CIRCULAR CURVRE, CONCAVE TO THE SOUTHWEST, SAID POINT HAVING A REDIA
 BEARING OF NORTH 71°04'10" EAST, SAID CURVE HAVING A RADIUS OF 29.00 FEET AND A CENTRAL
 ANGLE OF 12°28'00"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 6.31 FEET TO THE
 POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE
 HAVING A RADIUS OF 290.00 FEET AND A CENTRAL ANGLE OF 09°24'37"; THENCE NORTHWESTERLY
 ALONG THE ARC, A DISTANCE OF 47.63 FEET; THENCE SOUTH 60°43'10" EAST, A DISTANCE OF 9.76
 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE
 NORTHEAST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 66°29'24" WEST, SAID CURVE HAVING
 A RADIUS OF 283.00 FEET AND A CENTRAL ANGLE OF 07°54'07"; THENCE SOUTHEASTERLY ALONG
 THE ARC, A DISTANCE OF 39.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR
 CURVE, CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 35.00 FEET AND A CENTRAL
 ANGLE OF 89°10'18"; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF
 52.12 FEET TO THE POINT OF A COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE
 NORTHWEST, SAID CURVE HAVING A RADIUS OF 351.00 FEET AND A CENTRAL ANGLE OF 35°51'11";
 THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC, A DISTANCE OF 219.64 FEET;
 THENCE SOUTH 89°46'10" WEST, A DISTANCE OF 164.96 FEET;
 THENCE NORTH 45°13'50" WEST, A DISTANCE OF 7.07 FEET;
 THENCE NORTH 00°13'50" WEST, A DISTANCE OF 5.00 FEET;
 THENCE NORTH 89°46'10" EAST, A DISTANCE OF 49.72 FEET TO THE POINT OF CURVATURE OF A
 CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 70.00 FEET AND
 A CENTRAL ANGLE OF 34°07'55"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 41.70
 FEET; THENCE NORTH 00°13'50" WEST, A DISTANCE OF 174.69 FEET; THENCE
 SOUTH 89°45'27" WEST, A DISTANCE OF 205.97 FEET TO THE POINT OF A CURVATURE OF A
 NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, SAID POINT HAVING A RADIAL
 BEARING OF NORTH 76°39'33" WEST, SAID CURVE HAVING A RADIUS OF 478.00 FEET AND A
 CENTRAL ANGLE OF 13°29'01"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 112.49 FEET;
 THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 40.28 FEET TO THE POINT OF CURVATURE OF A
 CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 35.00 FEET AND
 A CENTRAL ANGLE OF 90°05'15"; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC, A
 DISTANCE OF 55.03 FEET; THENCE NORTH 89°46'10" EAST, A DISTANCE OF 57.04 FEET;
 THENCE SOUTH 00°13'50" EAST, A DISTANCE OF 5.00 FEET;
 THENCE SOUTH 44°46'10" WEST, A DISTANCE OF 52.04 FEET TO THE POINT OF A CURVATURE OF A
 CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 45.00 FEET AND
 A CENTRAL ANGLE OF 90°05'15"; THENCE NORTHWESTERLY AND NORTHERLY ALONG TO ARC, A
 DISTANCE OF 70.75 FEET; THENCE NORTH 00°08'35" WEST, A DISTANCE OF 40.28 FEET TO THE
 POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 488.00 FEET AND CENTRAL ANGLE OF 14°35'05"; THENCE NORTHERLY ALONG THE ARC,
 A DISTANCE OF 124.22 FEET TO THE POINT OF A REVERSE CURVATURE OF A CIRCULAR CURVE,
 CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OR 412.00 FEET AND A CENTRAL
 ANGLE OF 13°10'41"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 94.76 FEET TO THE
 POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE
 HAVING A RADIUS OR 35.00 FEET AND A CENTRAL ANGLE OF 55°08'06";

SHEET 9 OF 11

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTES	
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— SKETCH AND DESCRIPTION —

(SEE ATTACHED SKETCH - SHEET 0 OF 0)
 NOTE: THIS IS NOT A SURVEY.

LEGAL DESCRIPTION: CONSERVATION AREAS (CONTINUED)

AREA 4 (CONTINUED)

THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 33.68 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 175°31'53"; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC, A DISTANCE OF 153.18 FEET; THENCE NORTH 83°54'19" WEST, A DISTANCE OF 7.99 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, SAID POINT HAVING A RADIAL BEARING OF NORTH 41°13'18" EAST, SAID CURVE HAVING A RADIUS OF 65.47 FEET AND A CENTRAL ANGLE OF 20°22'24"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 23.28 FEET; THENCE NORTH 00°08'35" WEST, A DISTANCE OF 9.38 FEET; THENCE NORTH 89°46'20" EAST, ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTHERLY LINE OF SECTION 23, A DISTANCE OF 549.54 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

AREA 5

COMMENCE AT THE SAID NORTHEAST CORNER OF SECTION 23, THENCE SOUTH 89°46'20" WEST, ALONG THE NORTHERLY LINE OF THE SAID SECTION 23, A DISTANCE OF 1,133.90 FEET; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 41.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°08'35" EAST, A DISTANCE OF 86.16 FEET TO POINT "A"; THENCE NORTH 89°51'25" EAST, A DISTANCE OF 22.59 FEET; THENCE NORTH 18°10'41" EAST, A DISTANCE OF 5.22 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE EAST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 33°33'32" WEST, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 88°01'45"; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 76.82 FEET; THENCE NORTH 06°26'57" WEST, A DISTANCE OF 7.56 FEET; THENCE NORTH 56°11'42" WEST, A DISTANCE OF 10.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

AREA 6

COMMENCE AT THE SAID POINT "A"; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 17.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°08'35" EAST, A DISTANCE OF 84.39 FEET; THENCE NORTH 89°51'25" EAST, A DISTANCE OF 4.93 FEET; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 5.00 FEET TO POINT "B"; THENCE NORTH 89°51'25" EAST, A DISTANCE OF 18.57 FEET; THENCE NORTH 51°21'37" EAST, A DISTANCE OF 8.15 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, SAID POINT HAVING A RADIAL BEARING OF SOUTH 76°58'10" EAST, SAID CURVE HAVING A RADIUS OF 389.28 FEET AND A CENTRAL ANGLE OF 09°28'59"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 64.43 FEET TO THE POINT COMPOUND CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, SAID POINT HAVING A RADIAL BEARING OF NORTH 50°48'09" EAST, SAID CURVE HAVING A RADIUS OF 37.50 FEET AND A CENTRAL ANGLE OF 29°24'43"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 19.25 FEET; THENCE NORTH 68°37'27" WEST, A DISTANCE OF 25.64 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

SHEET 10 OF 11

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTE
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— SKETCH AND DESCRIPTION —

(SEE ATTACHED SKETCH - SHEET 0 OF 0)

NOTE: THIS IS NOT A SURVEY.

LEGAL DESCRIPTION: CONSERVATION AREAS (CONTINUED)

AREA 7

COMMENCE AT THE SAID POINT "B"; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 12.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°08'35" EAST, A DISTANCE OF 87.00 FEET; THENCE SOUTH 89°51'25" WEST, A DISTANCE OF 191.93 FEET; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 61.03 FEET; THENCE NORTH 89°51'25" EAST, A DISTANCE OF 198.00 FEET; THENCE NORTH 00°08'35" WEST, A DISTANCE OF 27.17 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 512.00 FEET AND CENTRAL ANGLE OF 13°05'43"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 117.02 FEET; THENCE NORTH 38°27'21" WEST, A DISTANCE OF 6.20 FEET; THENCE SOUTH 89°51'25" WEST, A DISTANCE OF 15.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA. CONTAINING 245,463.2 SQUARE FEET (5.6 ACRES) MORE OR LESS.

NOTES:

1. THIS IS NOT A SURVEY. ITS IS A DESCRIPTION OF THE LANDS AS SHOWN HEREON.
2. THE DESCRIPTION, AS SHOWN HEREON, IS BASED ON A WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 50405, PAGE 766, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
3. BEARING REFERENCE:

THE BEARINGS, AS SHOWN HEREON, ARE REFERENCED TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 40 EAST, AS RECORDED IN MISCELLANEOUS PLAT BOOK 4, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
SAID LINE BEARS: SOUTH 00°08'27" EAST.
4. NO FIELD WORK WAS PERFORMED DURING THE PRODUCTION OF THIS SKETCH AND DESCRIPTION.

LEGEND:

- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- M-D.C.R. - MIAMI-DADE COUNTY RECORDS
- B.C.R. - BROWARD COUNTY RECORDS

SHEET 11 OF 11

UPDATES / REVISIONS	DATE	BY	CHK'D	NOTES
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Job No: 14011		Drawn By: T.N.T.		Checked By: TNT
				Scale: NOT TO SCALE

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

Item Number: 44.

To: Mayor and Councilmembers

From: David Quigley, AICP, Planning and Zoning Manager (954) 797-1075

Prepared By: David Abramson, Deputy Planning and Zoning Manager (954) 797-1048 - Planning Zoning

Subject: Resolution

Affected District: District 4

Item Request: Schedule for Council Meeting

Title of Agenda Item: **Deed of Conservation Easement - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING THE DEED OF CONSERVATION EASEMENT BETWEEN STONEBRIDGE ESTATES, LLC AND THE DAVIE AREA LAND TRUST, INC WITHIN THE OAK PARK DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (Oak Park, 2651 Flamingo Road, zoned Open Space Overlay District)**

Executive Summary: The proposed Deed of Conservation Easement is intended to satisfy a requirement of the Open Space Overlay district, as related to the recently approved for the Oak Park Development on Flamingo Road.

Key Points:

- The Oak Park residential development was approved by Town Council on March 4, 2015.
- The development was designed in accordance with the Open Space Overlay regulations.
- As required by Town code, designated open space within development is to be dedicated as public land.
- The proposed Deed of Conservation Easement will assure that this open space is protected from all forms of development, except as shown on the development approved site plan.
- The easement indicates permissible and prohibited uses of the open space.
- The open space will be maintained by the homeowner's association but the proposed easement will be held by the Davie Area Land Trust.

Previous Actions: N/A

Concurrences: N/A

Fiscal Impact:

Has request been budgeted? N/A

If yes expected cost:

Account name and number:

If no, amount needed:

Account name funds will be appropriated from

Additional Comments

Recommendation: Motion to approve**Strategic Goals This Item Supports:**

None

ATTACHMENTS:

File Name	Description
D QP_CE_Reso.docx	Resolution
D Exhibit-1 Deed Conservation Easement Signed.pdf	Exhibit 1 - Deed of Conservation Easement
D Exhibit-A Parent Parcel.pdf	Exhibit A - Parent Parcel
D Exhibit-B Open-Space Parcel.pdf	Exhibit B - Open Space Parcel
D QP_Open_Space_Plan.pdf	Oak Park - Open Space Site Plan