

RESOLUTION NO. R-2017-408

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE DEED OF CONSERVATION EASEMENT BETWEEN CENTURION LAND GROUP, LLC AND THE DAVIE AREA LAND TRUST, INC, IN REGARD TO THE ZONA WEST DEVELOPMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Centurion Land Group, LLC has a proposed Zona West site plan; and

WHEREAS, Sec. 12-299.7 of the Town code requires that projects utilizing the Open Space Design Overlay and providing publically accessible open space shall be subject to a recorded restriction enforceable by the Town.

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 "A".

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 6TH DAY OF DECEMBER, 2017.

ATTEST:



TOWN CLERK

APPROVED THIS 6TH DAY OF DECEMBER, 2017.



MAYOR/COUNCILMEMBER

This Instrument prepared by:
Greenspoon Marder
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 30th day of October, 20 17, by CENTURION LAND GROUP, LLC ("Grantor"), a Florida limited liability corporation, whose mailing address is 333 S.E. 2nd Avenue, Miami, FL 33131, to DAVIE AREA LAND TRUST, INC, ("Grantee"), a Florida not-for-profit corporation, whose mailing address is 6591 Orange Drive, 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 if 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. Florida Power and Light has the right of entry to construct and maintain overhead and underground transmission and distribution lines.

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, CENTURION LAND GROUP, LLC has made and executed this Agreement on the respective dates under each signature.

WITNESS

CENTURION LAND GROUP, LLC, a Florida limited liability corporation

[Signature]
Printed Name: Jesus Fumero

[Signature]
Signature

[Signature]
Printed Name: Gordon Bell

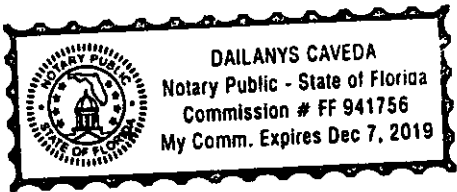
Title: President
Print name: Matthew Lebow
Address: 333 SE 2nd Ave, Miami, FL

33131

STATE OF FLORIDA)
Miami Dade) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10 day of November, 2017, by Matthew J. Lebow as President CENTURION LAND GROUP, LLC, a Florida limited liability corporation, who is 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 10 day of November, 2017.



[Signature]
Notary Public Signature
Printed Name: Dailany's Cavada
My Commission Expires: 12-7-19
Commission Number: _____

EXHIBIT A
GRANTOR PROPERTY

LEGAL DESCRIPTION:

PARCEL I:

A PARCEL OF LAND LYING IN THE EAST ONE-HALF (E1/2) OF THE NORTH ONE-HALF (N1/2) OF THE NORTH ONE-HALF (N1/2) OF SECTION 16, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE NORTH 89°53'08" WEST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 160.00 FEET; THENCE DUE SOUTH A DISTANCE OF 181.01 FEET; THENCE SOUTH 41°31'27" WEST, A DISTANCE OF 1252.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°02'25" WEST, ALONG THE WEST LINE OF THE EAST ONE-HALF (E1/2) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SAID SECTION 16, A DISTANCE OF 202.58 FEET TO A POINT ON THE SOUTH LINE, OF THE EAST ONE-HALF (E1/2) OF THE NORTH ONE-HALF (N1/2) OF THE NORTH ONE-HALF (N1/2) OF SAID SECTION 16; THENCE NORTH 89°49'20" WEST, ALONG THE SAID SOUTH LINE OF THE EAST ONE-HALF (E1/2) OF THE NORTH ONE-HALF (N1/2) OF THE NORTH ONE-HALF (N1/2), A DISTANCE OF 178.75 FEET; THENCE NORTH 41°31'27" EAST, A DISTANCE OF 269.85 FEET TO THE POINT OF BEGINNING. SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

AND

PARCEL II:

A PARCEL OF LAND LYING IN THE EAST ONE-HALF (E1/2) OF THE NORTH ONE-HALF (N1/2) OF THE NORTH ONE-HALF (N1/2) OF SECTION 16, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE NORTH 89°53'08" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 160.00 FEET; THENCE DUE SOUTH A DISTANCE OF 181.01 FEET; THENCE SOUTH 41°31'27" WEST, A DISTANCE OF 1252.61 FEET; THENCE SOUTH 0°02'25" WEST, ALONG THE WEST LINE OF THE EAST ONE-HALF (E1/2) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SAID SECTION 16, A DISTANCE OF 202.58 FEET TO A POINT ON THE SOUTH LINE OF THE EAST ONE-HALF (E1/2) OF THE NORTH ONE-HALF (N1/2) OF THE NORTH ONE-HALF (N1/2) OF SAID SECTION 16; THENCE SOUTH 89°49'20" EAST, ALONG THE SAID SOUTH LINE OF THE EAST ONE-HALF (E1/2) OF THE NORTH ONE-HALF (N1/2) OF THE NORTH ONE-HALF (N1/2), A DISTANCE OF 990.55 FEET TO THE SOUTHEAST CORNER OF SAID EAST ONE-HALF (E1/2) OF THE NORTH ONE-HALF (N1/2) OF THE NORTH ONE-HALF (N1/2) OF SAID SECTION 16; THENCE DUE NORTH ALONG THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 1324.15 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

EXHIBIT B
CONSERVATION EASEMENT AREA

LEGAL DESCRIPTION:

A PORTION OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 16, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE SOUTH 00°20'49" EAST ALONG THE EAST LINE OF SAID SECTION 16 FOR 32.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°20'49" EAST ALONG SAID EAST LINE 416.12 FEET; THENCE SOUTH 89°39'11" WEST 156.37 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY LINE OF THAT 180 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT PER ORDER OF TAKING, CASE No. 70-5165, MINUTES OF CIRCUIT COURT BOOK 205, PAGE 34, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 41°10'38" WEST ALONG SAID SOUTHEASTERLY LINE 184.22 FEET; THENCE SOUTH 23°33'15" EAST 15.59 FEET; THENCE SOUTH 41°10'38" WEST 532.75 FEET; THENCE SOUTH 00°10'09" EAST 57.07 FEET; THENCE SOUTH 89°49'51" WEST 70.20 FEET TO THE INTERSECTION WITH SAID SOUTHEASTERLY EASEMENT LINE; THENCE SOUTH 41°10'38" WEST ALONG SAID SOUTHEASTERLY LINE 231.09 FEET; THENCE SOUTH 24°29'45" EAST 65.63 FEET; THENCE SOUTH 03°47'47" EAST ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE 10.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW 17th STREET, BEING A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHERLY; THENCE WESTERLY, THIS AND THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTH RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1631.23 FEET, A CENTRAL ANGLE OF 03°31'31", FOR AN ARC DISTANCE OF 100.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1581.23 FEET, A CENTRAL ANGLE OF 07°14'49", FOR AN ARC DISTANCE OF 200.00 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID SECTION 16; THENCE SOUTH 89°55'30" WEST ALONG SAID SOUTH LINE 48.50 FEET TO THE SOUTHEAST CORNER OF PARCEL 'A', "BELMONT LAKES AT DAVIE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 164, PAGE 9, OF SAID PUBLIC RECORDS, SAID POINT BEING ON THE NORTHWESTERLY LINE OF THE AFOREMENTIONED 180 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT; THENCE NORTH 41°10'38" EAST ALONG SAID NORTHWESTERLY LINE, ALSO BEING THE SOUTHEASTERLY LINE OF SAID PARCEL 'A' AND ITS NORTHEASTERLY EXTENSION 1522.35 FEET; THENCE NORTH 00°20'49" WEST 149.01 FEET TO THE INTERSECTION WITH A LINE LYING 32.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 16, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF SW 14th STREET; THENCE NORTH 89°46'03" EAST ALONG SAID PARALLEL LINE 160.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 321,630 SQUARE FEET (7.3836 ACRES), MORE OR LESS.

SW 14th STREET 1



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:

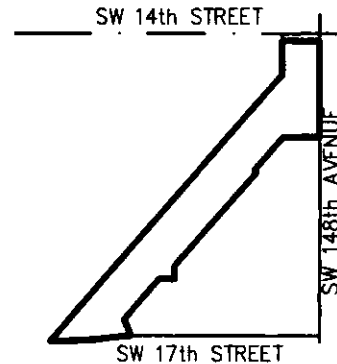
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SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 321,630 SQUARE FEET (7.3836 ACRES), MORE OR LESS.

NOTES:

- 1) BEARINGS ARE BASED ON THE EAST LINE OF SECTION 16-50-40, BEING S00°20'49"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.



LOCATION MAP
NOT TO SCALE



FILE: CENTURION LAND CORP

SCALE: N/A

DRAWN: L.S.

ORDER NO.: 63510

DATE: 8/3/17

OPEN SPACE DESIGNATION

DAVIE, BROWARD COUNTY, FLORIDA

FOR: ZONA WEST

SHEET 1 OF 4 THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THRU 4, INCLUSIVE

- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
- BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274 STATE OF FLORIDA



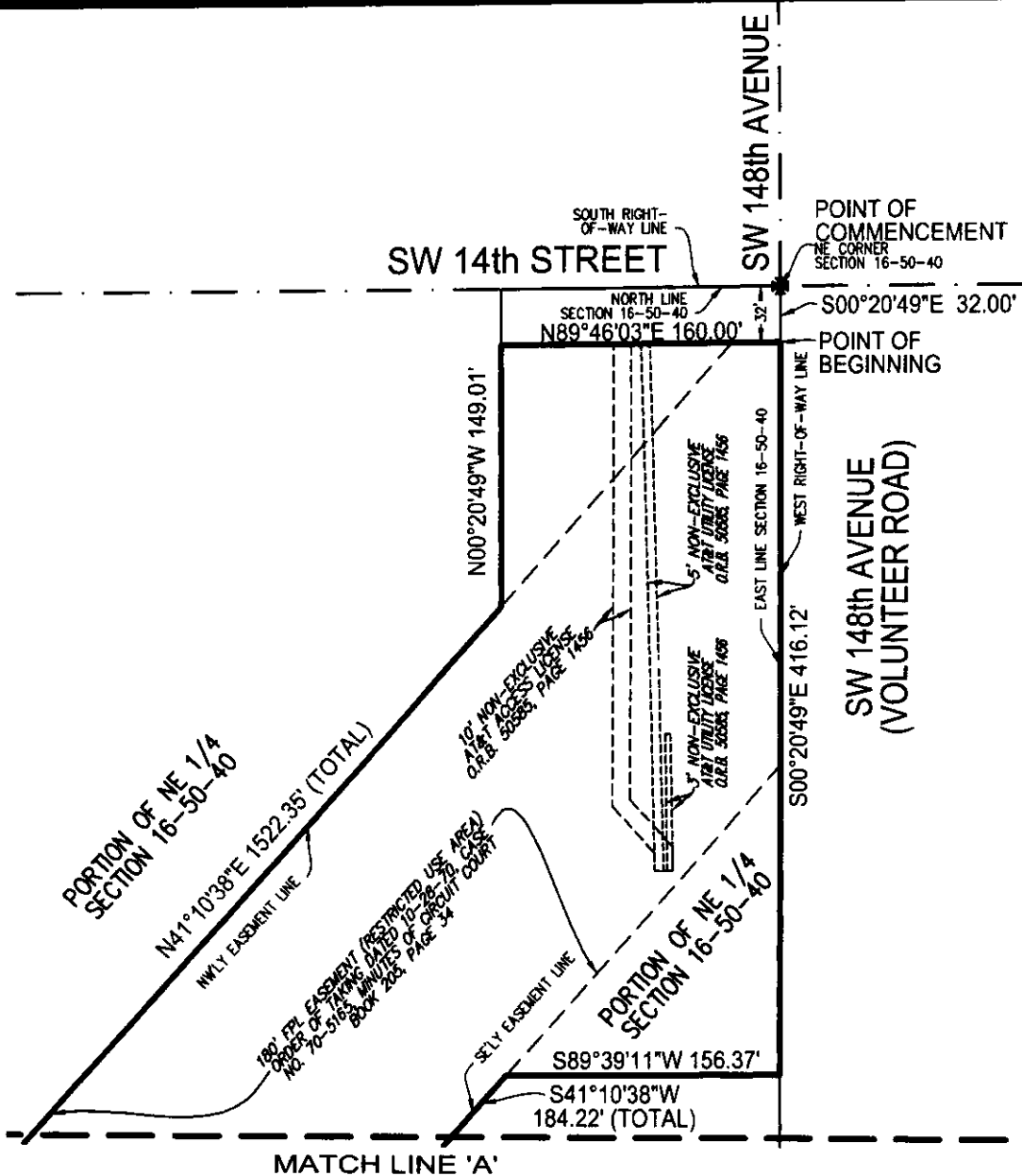
SKETCH AND LEGAL DESCRIPTION

BY
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SUNRISE, FLORIDA 33351

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

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



FILE: CENTURION LAND CORP

SCALE: 1"=100'

DRAWN: L.S.

ORDER NO.: 63510

DATE: 8/3/17

OPEN SPACE DESIGNATION

DAVIE, BROWARD COUNTY, FLORIDA

FOR: ZONA WEST

SHEET 2 OF 4 THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THRU 4, INCLUSIVE

LEGEND:

O.R.B.	OFFICIAL RECORDS BOOK
R	RADIUS
CA	CENTRAL ANGLE
A	ARC LENGTH



SKETCH AND LEGAL DESCRIPTION

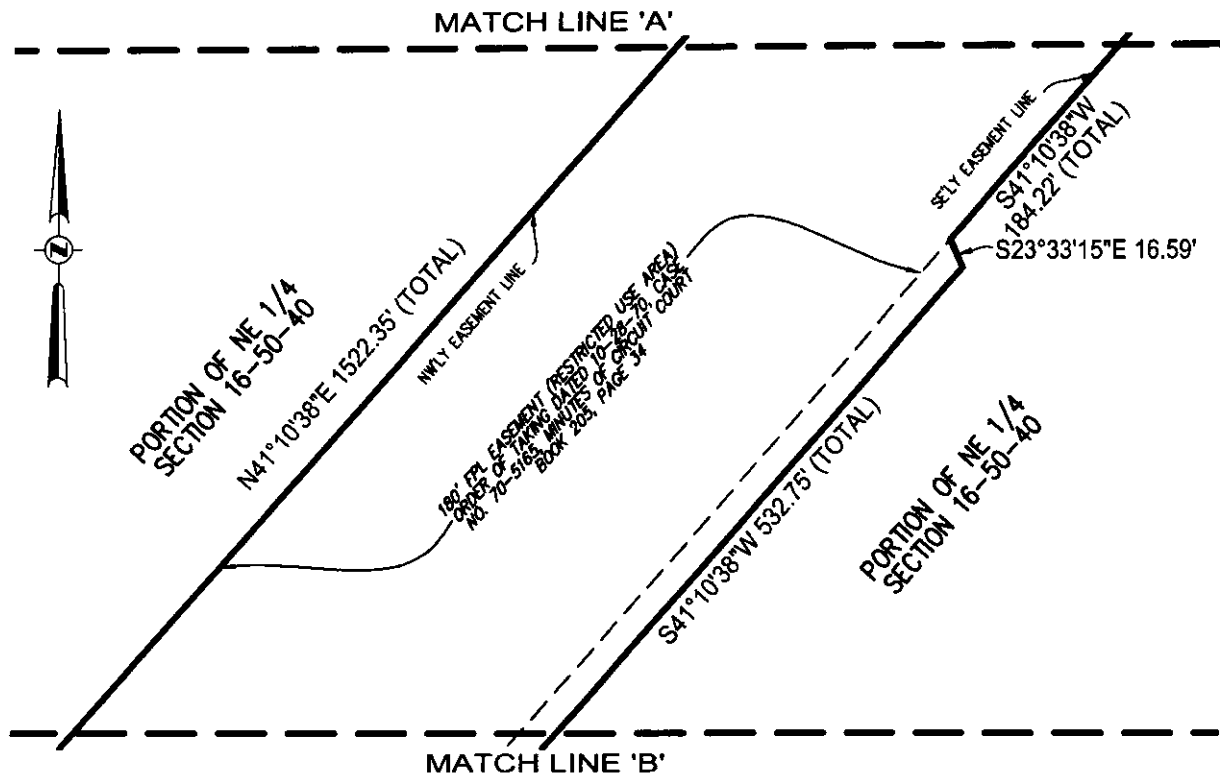
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FILE: CENTURION LAND CORP

SCALE: 1"=100'

DRAWN: L.S.

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DATE: 8/3/17

OPEN SPACE DESIGNATION

DAVIE, BROWARD COUNTY, FLORIDA

FOR: ZONA WEST

SHEET 3 OF 4 THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THRU 4, INCLUSIVE

LEGEND:

- O.R.B. OFFICIAL RECORDS BOOK
- R RADIUS
- CA CENTRAL ANGLE
- A ARC LENGTH



SKETCH AND LEGAL DESCRIPTION

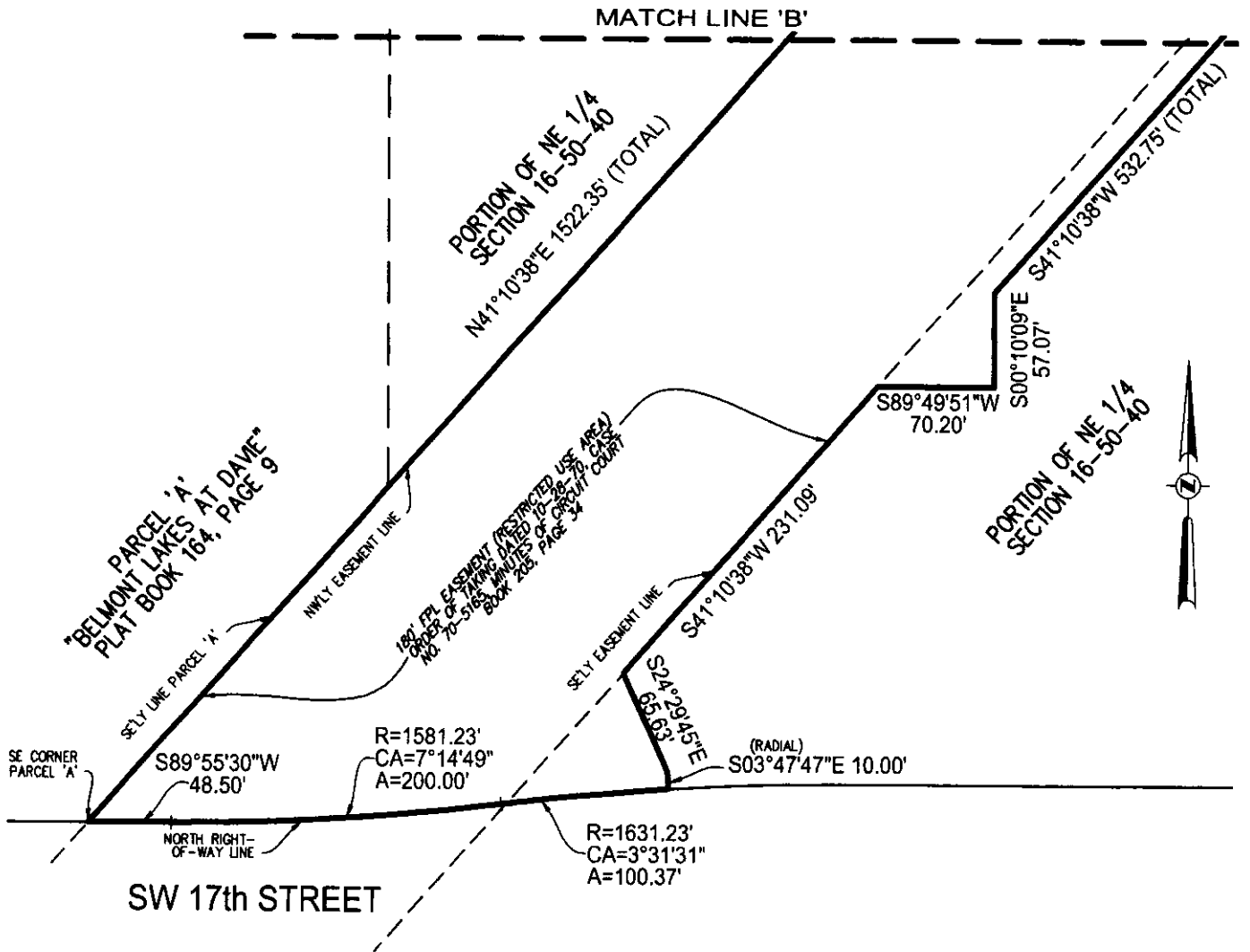
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FILE: CENTURION LAND CORP

SCALE: 1"=100'

DRAWN: L.S.

ORDER NO.: 63510

DATE: 8/3/17

OPEN SPACE DESIGNATION

DAVIE, BROWARD COUNTY, FLORIDA

FOR: ZONA WEST

SHEET 4 OF 4 THIS DOCUMENT IS NEITHER FULL NOR COMPLETE
WITHOUT SHEETS 1 THRU 4, INCLUSIVE

LEGEND:

- O.R.B. OFFICIAL RECORDS BOOK
- R RADIUS
- CA CENTRAL ANGLE
- A ARC LENGTH

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

Item Number: 38.

To: Mayor and Councilmembers
From: David Quigley, AICP, Planning and Zoning Manager (954) 797-1075
Prepared By: Lise Bazinet, Planner II (954) 797-1180 - Planning Zoning
Subject: Resolution
Affected District: District 4
Item Request: Schedule for Council Meeting
Title of Agenda Item: **EASEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE DEED OF CONSERVATION EASEMENT BETWEEN CENTURION LAND GROUP, LLC AND THE DAVIE AREA LAND TRUST, INC., IN REGARD TO THE ZONA WEST DEVELOPMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Zona West, Open Space Design Overlay District Proposed)**
Executive Summary: The proposed Deed of Conservation Easement is intended to satisfy a requirement of the Open Space Design Overlay in relation to the proposed Zona West development. Although the easement will be in favor of the Davie Area Land Trust, Inc., the Zona West Homeowner's Association will be responsible for maintenance of the open space parcel.
Key Points:

- The Zona West development was designed in accordance with the Open Space Design Overlay regulations, which requires publically accessible open space.
- The proposed Deed of Conservation Easement will ensure that the open space tract is protected from all forms of development, except as shown on the approved site plan
- The open space will be maintained by the Zona West homeowner's association

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
<input type="checkbox"/> Zona West Reso.pdf	Resolution
<input type="checkbox"/> zona_agreement.pdf	Exhibit A
<input type="checkbox"/> 003 - Parcel B - Open Space.pdf	Open Space Sketch and Legal