DAVIE AREA
LAND TRUST, INC.

Conservation Easement Annual Monitoring Report

Arbor Reserve

Completed by Jessie Bastos

December 30, 2025

Contents

- Completed Conservation Easement Volunteer Monitoring Form
- Map of Arbor Reserve Conservation Easement
- Pictures of Easement
- BCPA Folio Details for Easement
- Arbor Reserve Deed of Conservation Easement

DAVIE AREA LAND TRUST, INC.
A community-based not-for-profit organization

Conservation Easement Volunteer Monitoring Form

CONSERVATION EASEMENT NAME: Arbor Reserve
Property Location (address, city): 3801 SW 154th Ave, Davie FL 33331

CONTACT INFORMATION:

Landowner/manager:
Monique Yearwood, LCAM
Mailing address:
Miami Management, Inc
1145 Sawgrass Corp Pkwy
Sunrise, FL 33323
Phone: 954-858-1812; 786-424-8989
E-mail: Myearwood@miamimanagment.com

Volunteer monitor name:
Jessie Bastos
Mailing address:
Phone: 954-600-3061
E-mail: jessiebastos@gmail.com

SITE VISIT DETAILS

Date of Site Visit: 12/30/25
Weather and ground conditions at time of visit:
Sunny, 65°. Dry ground, no recent rain.

Reviewed conservation easement deed before visit?
☑ Yes ☐ No
Contacted landowner/manager before visit?
☐ Yes ☑ No
Met with landowner/manager during visit?
☐ Yes ☑ No
Landowner/manager participated in site walk?
☐ Yes ☑ No
Others present during site walk:
N/A

AREA WALKED

Walked boundaries: ☐ All ☑ Some ☐ None ☐ N/A
% of boundary walked: 90%
Walked trails/woods roads: ☐ All ☑ Some ☐ None ☐ N/A
Walked interior: ☐ All ☑ Some ☐ None ☐ N/A

BOUNDARY CLARITY, ISSUES, AND POSTING LINES

☑ Well defined ☐ Need improvement ☐ Not defined

LAND TRUST SIGNS

☐ Well defined ☐ Need Improvement ☑ Not defined

Describe the boundary condition including status of flagging/blazing, presence of conservation easement signs, posting against uses and any other issues found:
Since prior year, locks have been placed on gates; new chain link fence with gate & lock at #10. Locked fence at #4; #4 fence is new.

OBSERVATIONS AND QUESTIONS

Provide a summary of communication with the landowner/manager):

N/A

Is there anything staff/officials should double-check or consider further, in the even that it might apply to the conservation easement?

☑ Yes ☐ No

Describe:

In 2024 there was open access to all of conservation easement. In 2025 a new fence was installed at #10 & locks placed at #10 & #4.

Any additional observations (such as significant ecological features, recommendations for next visit)?

N/A

Did you observe evidence of any major natural alterations (flooding, fire, blowdowns, other)?

☐ Yes ☑ No Describe:

Does the landowner have any questions or concerns?

N/A

Did you observe any evidence of human-caused alterations (new structures, trails, dredged ponds, agricultural use, timber harvest, trash dumping, soil erosion, signs, etc)?

☑ Yes ☐ No Describe: New chain-link fence at #10, new chain link fence at #4

Did you observe or learn of any third party activities or plans (such as abutters, town, public users) that affect or have potential to affect the property?

☐ Yes ☑ No Describe:

I have completed this Monitoring Field Form based on my personal site visit observations

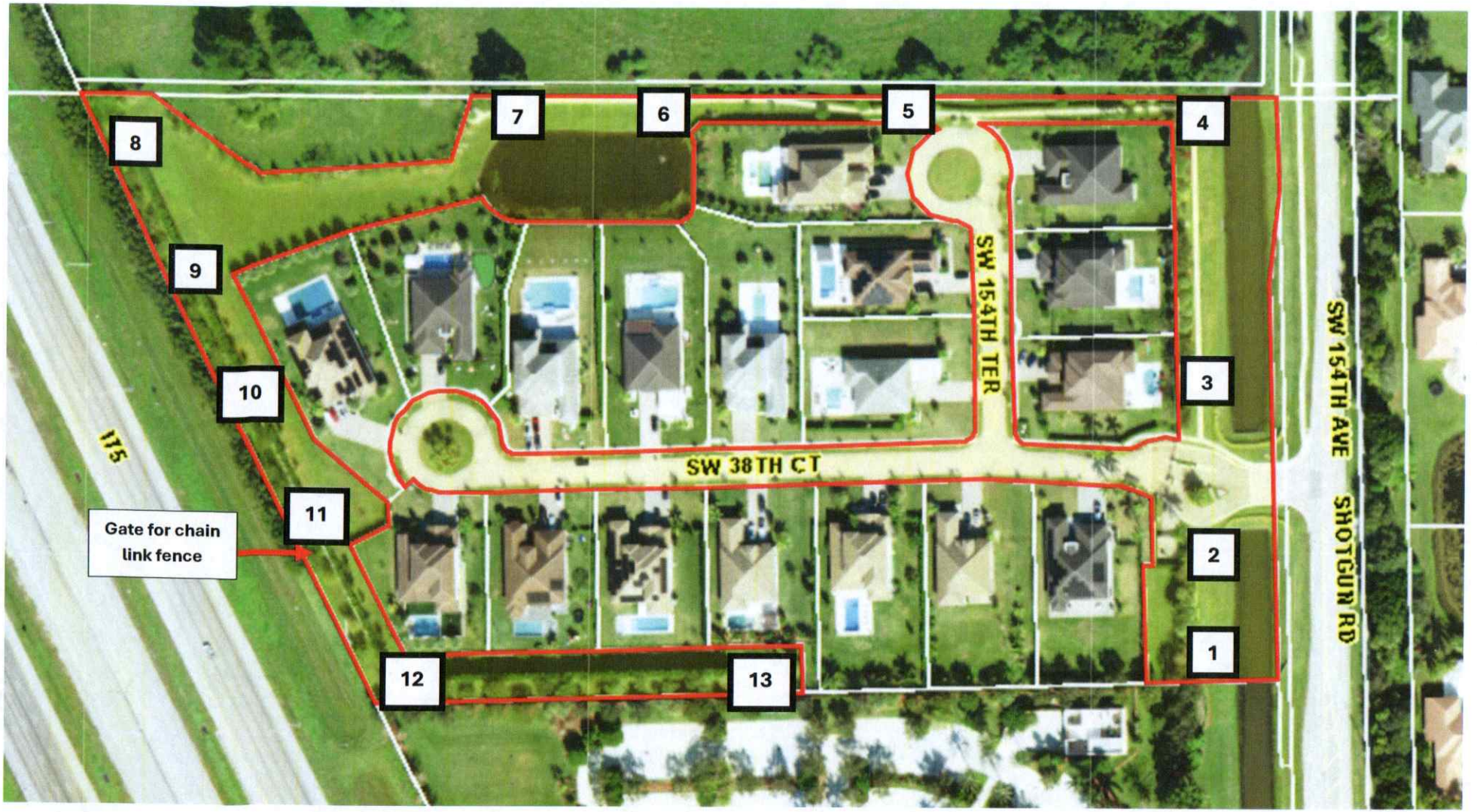
Signed Jessi Baxter Date 12/30/25

Thank you very much for your work! Please estimate the support you have donated for this visit:

Field Time (hours): 1 Total Time (hours): 2 Mileage (round trip, miles): 6

Reviewed by _____ Date _____

Arbor Reserve- map from BCPA on 10.16.24



Number on Map	Direction	Notes	2025 Pictures	2024 Pictures
1	North	Far Southeast corner of property		
1	East			
1	South			
1	West			
2	North			

2 East





2 South





2 West





3 North





3 East





South





3 West





4 East





4 South





4 West







5 North





5 East





5 South





5 West





6 East





8 North





8 East





8 South





9 North





9 East





9 South





9 West





10 North





10 East





10 South





10 West





11 North





11 East





11 South





11 West





12 North

IMAGE
NOT AVAILABLE



12 East

IMAGE
NOT AVAILABLE



12 West

IMAGE
NOT AVAILABLE



12 North

IMAGE
NOT AVAILABLE



12 South

IMAGE
NOT AVAILABLE



13 South



13 West





MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	3801 SW 154 AVENUE, DAVIE FL 33331
Property Owner	ARBOR RESERVE HOA INC
Mailing Address	%MIAMI MANAGEMENT INC 1145 SAWGRASS CORP PKWY SUNRISE FL 33323

ID #	5040 28 06 0010
Millage	2413
Use	09

Abbr Legal Description	SHOTGUN EAST 173-75 B PARCEL A LESS BEG AT SE COR OF PAR A, NWLY 431.46, NW 344.55,NE 50.02,NW 120,SW 220.07,NW 730.23 NW 132.45,E 956.62,S 90.68,E 12, S 45.28,SW 100.72,S 515,E 12,SE 733.43 TO POB LESS LOTS 1-18 ARBOR RESERVE

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2025 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025	$10		$10	$10	
2024	$10		$10	$10	
2023	$10		$10	$10	

2025 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$10	$10	$10	$10
Portability	0	0	0	0
Assessed/SOH	$10	$10	$10	$10
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 20	$10	$10	$10	$10
Taxable	0	0	0	0

Sales History

Date	Type	Price	Book/Page or CIN
5/5/2021	QC*-T	$100	117276874
9/12/2019	WD*-E	$1,800,000	116074528
5/16/2014	SW*-D	$375,000	112295758
3/24/2011	SW*-E	$4,500,000	47832 / 1335
5/20/2002	SW*	$1,577,500	33156 / 534

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$0.51	267,551	SF
Adj. Bldg. S.F.		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
24			B					
L			B					
1								

RESOLUTION NO. R-2017-254

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

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

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

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

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

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

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

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

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

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

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

Paul
MAYOR/COUNCILMEMBER

ATTEST:

DEPUTY TOWN CLERK

APPROVED THIS **26TH** DAY OF **JULY**, 2017.

EXHIBIT 1

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

DEED OF CONSERVATION EASEMENT

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

WITNESSETH

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

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

NOW, THEREFORE, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Area which shall run with the land(s) as described in Exhibit B, and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of the Conservation Easement to retain land of the Conservation Area in their natural, vegetative, hydrologic, scenic, open, archeological, or agricultural condition and to retain such uses and areas. To carry out this purpose, the following rights are conveyed to Grantee by this easement:

(a) To enter upon and cross such portions the Property and the Conservation Area in a reasonable manner and at reasonable times with any necessary

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

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

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

(a) Any interference within the Archeological Site inconsistent with the Agreement between Broward County, the Town of Davie and owner of the parcel recorded at OR BK 35220, PG 1667 in Broward County Records.

(b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

(c) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of nuisance or exotic vegetation consistent with the approved site plan for the development and tree pruning and removal for diseased or dying trees upon approval from the appropriate governmental entity;

(d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

(e) Surface use except for purposes that permit the land to remain in its natural or enhanced vegetative and hydrologic condition;

(f) Acts or uses detrimental to said aforementioned retention and maintenance of land areas; and

(g) Acts or uses detrimental to the preservation of any features or aspects of the Conservation Area having geological significance.

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

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

b. The Grantor may use the property for other uses if these uses do not conflict with the overall preservation of the site and upon written approval from Grantee.

c. The Grantor may place recreation amenities within the easement.

d. The construction and use of the approved permissible uses shall be subject to the following conditions:

i. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

ii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;

iii. This Conservation Easement shall not constitute permit authorization for the construction and operation of any facility. Any such work shall be subject to all applicable federal, state, or local permitting requirements.

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

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

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

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

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

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

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

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

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

13. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

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

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

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

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

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

(INTENTIONALLY LEFT BLANK)

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

DESERET HOLDINGS, LLC, a Utah limited liability corporation

WITNESS
Printed Name: Jorge Perez

By: _____
Title: MANAGER
Print name: TOD WORKMAN

Address: 304 INDIAN TRACE
STE 172
WESTON, FL 33326

WITNESS
Printed Name: ROBERT BRINKMAN
(Seal)

Dated: 3RD day of NOVEMBER, 2015

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledgers before me this 3RD day of NOVEMBER 2015, by TOD WORKMAN as MANAGER DESERET HOLDINGS, LLC, a Utah limited liability corporation, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

SWORN TO AND SUBSCRIBED before me this 3RD day of NOVEMBER 2015.

Notary Public Signature

JUNE J STONE

Printed Name:

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

JUNE J. STONE
MY COMMISSION # FF 054586
EXPIRES: December 8, 2017
Bonded Thru Budget Notary Services

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: Giovanni Ross

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

Dated: 16 day of Nov., 2015

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

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

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

Notary Public Signature
Camilo Jacome
Printed Name:

CAMILO JACOME
MY COMMISSION # EE 155992
EXPIRES: December 27, 2015
Bonded Thru Notary Public Underwriters

My Commission Expires: 12/27/2015
Commission Number: EE 155992

EXHIBIT A - TEMPLE VIEW ESTATES PARCEL

LEGAL DESCRIPTION:

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

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

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

SKETCH AND LEGAL DESCRIPTION
BY

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

LEGAL DESCRIPTION:

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

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A", BEING POINT OF BEGINNING 'A'; THENCE NORTH 89°55'01" EAST ALONG THE NORTH LINE OF SAID PARCEL "A" 55.66 FEET; THENCE SOUTH 26°08'47" EAST 605.04 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 46°11'11", FOR AN ARC DISTANCE OF 141.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 72°19'59" EAST 34.04 FEET; THENCE SOUTH 88°18'35" WEST 141.06 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "A" AND THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 AS DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 86075-2403; THENCE NORTH 26°47'14" WEST, THIS AND THE FOLLOWING COURSE BEING ALONG SAID WESTERLY LINE AND SAID EASTERLY RIGHT-OF-WAY LINE 295.56 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 11224.16 FEET, A CENTRAL ANGLE OF 02°10'18", FOR AN ARC DISTANCE OF 425.44 FEET TO POINT OF BEGINNING 'A'.

TOGETHER WITH:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL "B", BEING POINT OF BEGINNING 'B'; THENCE NORTH 89°55'01" EAST ALONG THE NORTH LINE OF SAID PARCELS "B" AND "A" 1192.47 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°41'25" EAST, THIS AND THE FOLLOWING TWO (2) COURSES BEING ALONG THE EAST LINE OF SAID PARCEL "A" AND THE WESTERLY RIGHT-OF-WAY LINE OF SW 154th AVENUE (SHOTGUN ROAD), 96.38 FEET; THENCE SOUTH 05°09'09" WEST 100.72 FEET; THENCE SOUTH 01°41'25" EAST 123.64 FEET TO REFERENCE POINT 'A'; THENCE SOUTH 88°18'35" WEST 105.32 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 33.50 FEET, A CENTRAL ANGLE OF 36°40'44", FOR AN ARC DISTANCE OF 21.45 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 01°41'25" WEST 267.05 FEET; THENCE SOUTH 88°18'35" WEST 664.67 FEET; THENCE SOUTH 01°41'25" EAST 163.50 FEET; THENCE SOUTH 88°18'35" WEST 16.00 FEET TO REFERENCE POINT 'B'; THENCE NORTH 01°41'25" WEST 163.50 FEET; THENCE SOUTH 88°18'35" WEST 127.34 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE SOUTH 85°33'58" WEST ALONG SAID SOUTH LINE 135.79 FEET; THENCE NORTH 53°50'13" WEST ALONG THE WESTERLY LINE OF SAID PARCEL "B" 140.62 FEET TO POINT OF BEGINNING 'B'.

TOGETHER WITH:

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

TOGETHER WITH:

COMMENCING AT REFERENCE POINT 'B'; THENCE SOUTH 23°29'58" WEST 26.52 FEET TO POINT OF BEGINNING 'D'; THENCE NORTH 88°18'35" EAST 472.31 FEET TO A POINT OF CURVATURE; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°41'25" EAST 129.36 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°18'35" WEST 413.47 FEET TO A POINT OF CURVATURE; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 65°32'38", FOR AN ARC DISTANCE OF 40.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 26°08'47" WEST 142.11 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 114°27'22", FOR AN ARC DISTANCE OF 69.92 FEET TO POINT OF BEGINNING 'D'.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING A TOTAL OF 285,557 SQUARE FEET (6.5555 ACRES), MORE OR LESS.

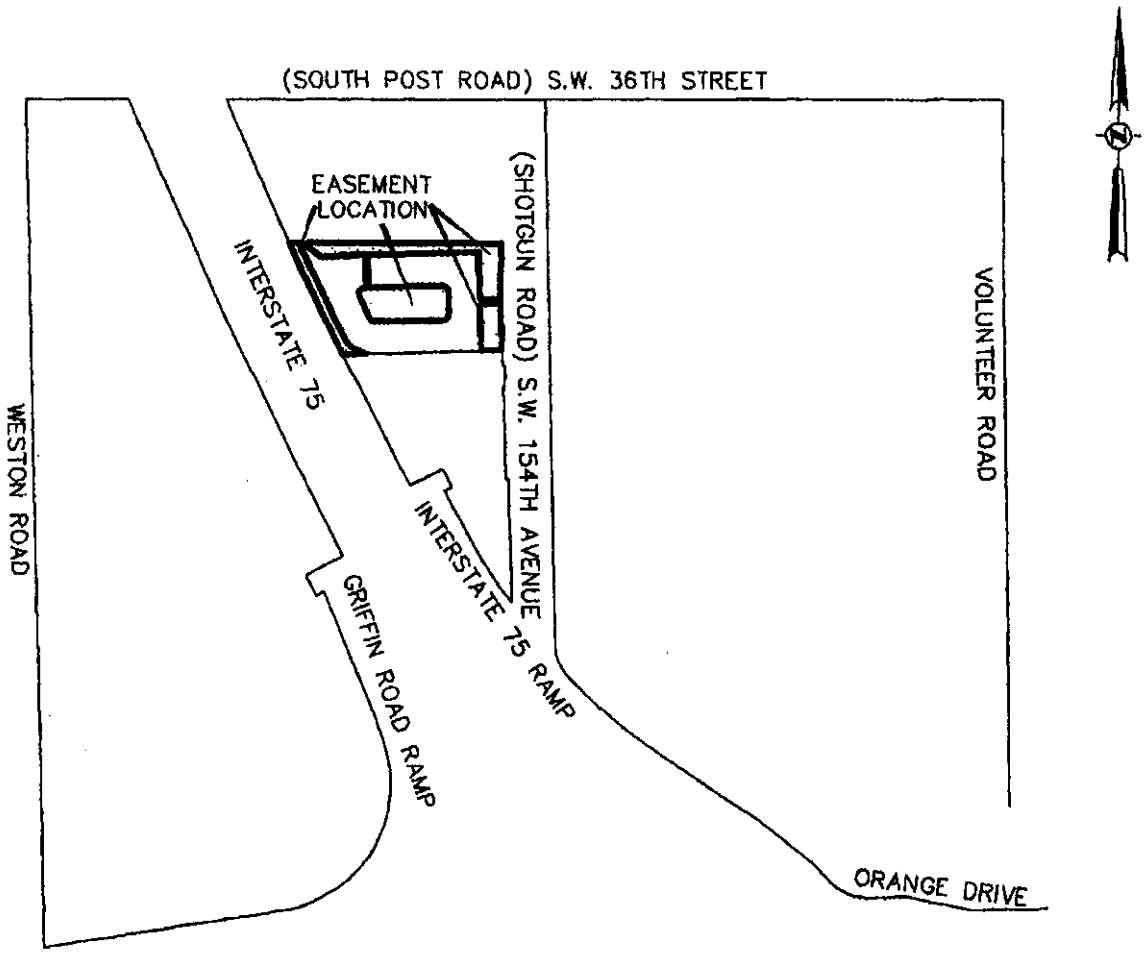
FILE: DESERET HOLDINGS, LLC
SCALE: N/A | DRAWN: L.S.
ORDER NO.: 59924
DATE: 10/22/15
CONSERVATION EASEMENT
DAVIE, BROWARD COUNTY, FLORIDA
FOR: TEMPLE VIEW ESTATES

SHEET 1 OF 3

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

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

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



LOCATION MAP
NOT TO SCALE

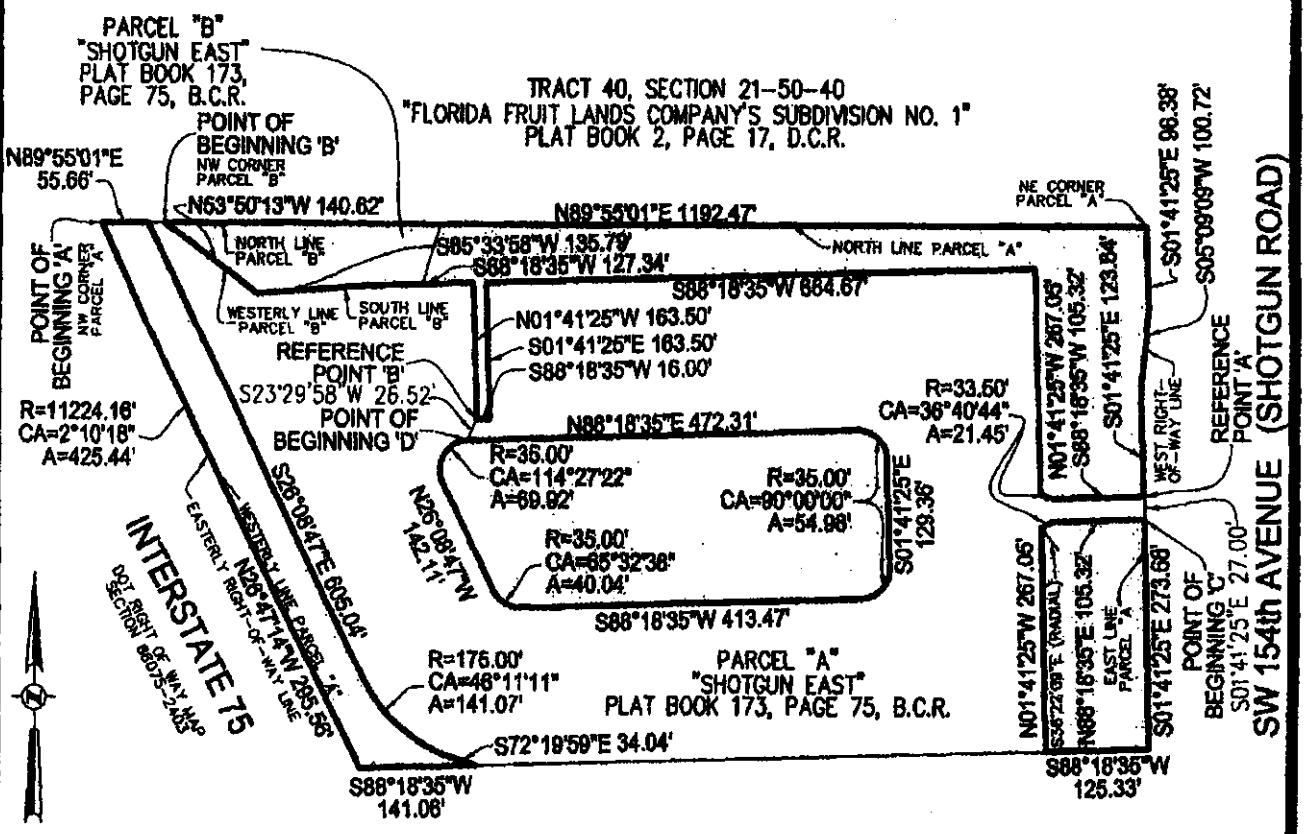
FILE: DESERET HOLDINGS, LLC	
SCALE: N/A	DRAWN: L.S.
ORDER NO.: 59924	
DATE: 10/22/15	
CONSERVATION EASEMENT	
DAVIE, BROWARD COUNTY, FLORIDA	
FOR: TEMPLE VIEW ESTATES	

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

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

SHEET 3 OF 3

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

LEGEND:

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

TOWN OF DAVIE
REGULAR MEETING
NOVEMBER 4, 2015

I. PLEDGE OF ALLEGIANCE

The meeting was called to order at 6:30 p.m. and was followed by the Pledge of Allegiance.

II. ROLL CALL

Present at the meeting were Mayor Paul, Vice-Mayor Starkey and Councilmembers Caletka, Hattan and Luis. Also present were Town Administrator Lemack, Assistant Town Administrator Lewis, Town Attorney Rayson and Town Clerk Roig recording the meeting.

III. OPEN PUBLIC MEETING

John Toole read a letter from Davie merchants opposing the Town's new procedures regarding textile donation collections.

David Nielsen, Broadview Park resident, said they did not wish to be annexed into Davie as they believed their level of service and quality of life would suffer.

Daniel Fitzgerald, Broadview Park resident, spoke in opposition to annexation into Davie.

Eric Swalley, member of the Agriculture and Environmental Advisory Committee, said he had given a presentation on the advantages of hydrogen at the committee's last meeting, which Mayor Paul had attended. He had exhibited the solar steam engine during the Fourth of July event at Bamford Park and wished to do it again at the Green Fair and Craft Show on November 21 and 22. He could also provide a demonstration on making hydrogen from wind. Mr. Swalley wanted the Town to send a proclamation to the Climate Summit in Paris at the end of November indicating their desire to encourage and develop hydrogen use.

IV. PRESENTATIONS

1. Southeast Florida Crime Prevention Association's 2015 Florida Crime Prevention Practitioner Officer of the Year, Tara Bradley
   Police Chief Patrick Lynn described Officer Bradley's activities in fire prevention

2. Kevin Alexander Cox Eagle Scout Award Recognition, Mayor Paul
   Mayor Paul presented Mr. Cox with a certificate of recognition.

Mayor Paul stated items 26, 28 and 41needed to be tabled to December 2

Councilmember Luis made a motion, seconded by Councilmember Caletka to table items 26, 28 and 41 to December 2. In a voice vote, all voted in favor. (Motion carried 5-0)

Mayor Paul said the applicant had requested items 39 and 45 be tabled to December 2.

Councilmember Hattan made a motion, seconded by Vice-Mayor Starkey to table items 39 and 45 to December 2. In a voice vote, all voted in favor. (Motion carried 5-0)

Councilmember Luis pulled item 9 from the Consent Agenda. Mayor Paul pulled item 33; Vice-Mayor Starkey pulled item 8 and Councilmember Caletka pulled item 3.

Councilmember Caletka made a motion, seconded by Vice-Mayor Starkey to approve the Consent Agenda, less items 3, 8, 9 and 33. In a voice vote, all voted in favor. (Motion carried 5-0)

V. APPROVAL OF CONSENT AGENDA

Minutes

1. September 3, 2015 Meeting Minutes (First Budget Hearing)
2. September 3, 2015 Meeting Minutes (Information Technology Workshop)
3. September 3, 2015 Meeting Minutes (Regular)
4. September 15, 2015 Meeting Minutes (Special Assessments Hearing)

5. September 15, 2015 Meeting Minutes (Second Budget Hearing)
6. September 15, 2015 Meeting Minutes (Regular)
7. October 7, 2015 Meeting Minutes (Regular)

Parade Permits

8. Forest Ridge Holly Day Parade Permit

Resolutions

Administration

9. **SUPPORT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, OPPOSING THE FLORIDA FISH AND WILDLIFE COMMISSION'S ACTION TO PERMIT BEAR HUNTING, URGING THE COMMISSION TO RECONSIDER ITS ADOPTED RULE AND THE GOVERNOR AND THE STATE LEGISLATURE TO INTERVENE; AND SUPPORTING THE EFFORTS OF SPEAK UP WEKIVA, INC. CHALLENGING THE ACTION OF THE COMMISSION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

10. **SUPPORT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SUPPORTING ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) AND PROVIDING FOR AN EFFECTIVE DATE.

Budget and Finance

11. **BUDGET TRANSFERS** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING BUDGET TRANSFERS WITHIN THE ESTIMATED REVENUES AND APPROPRIATIONS FOR FISCAL YEAR 2015 AND APPROVING THE FINAL BUDGET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Engineering

12. **UTILITY EASEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE UTILITY EASEMENT FROM COMMUNITY DEVELOPMENT CAPITAL GROUP, LLC FOR STERLING RANCHES AND TO ACCEPT CLOSEOUT DOCUMENTS INCLUDING UTILITIES BILL OF SALE, GENERAL RELEASE OF LIEN AND OPINION OF TITLE AND PROVIDING FOR AN EFFECTIVE DATE.

Fire Dept.

13. **BID SELECTION** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED TO MAUDLIN INTERNATIONAL TRUCKS, INC. UNDER FLORIDA SHERIFFS ASSOCIATION BID CONTRACT NO. 15-13-0904 TO PURCHASE TWO (2) NEW 2016 INTERNATIONAL DURASTAR 4400LP CHASSIS' AND RELATED EQUIPMENT/ACCESSORIES IN THE AMOUNT NOT TO EXCEED $180,460.00 AND PROVIDING FOR AN EFFECTIVE DATE.

Information Technology

14. **EXPENDITURE** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE PURCHASE OF SIXTY (60) LENOVO POLICE MOBILE LAPTOPS INCLUDING A FIVE YEAR WARRANTY FOR THE AMOUNT OF $114,899.40, ON THE WSCA CONTRACT 43211500-WSCA-15-ACS. **(tabled from October 21, 2015)**

Parks & Recreation

15. **CONTRACT EXTENSION** - A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE A CONTRACT EXTENSION WITH MOBILE MODULAR MANAGEMENT CORPORATION INC. TO EXTEND THE LEASE AGREEMENT A MINIMUM OF 12 MONTHS AND TO INCREASE THE MONTHLY PAYMENT FOR THE DAVIE GOLF AND COUNTRY CLUB MODULAR CLUB HOUSE FROM $800.00 PER MONTH TO $950.00 PER MONTH AND PROVIDING FOR AN EFFECTIVE DATE.

Planning and Zoning

16. **STORMWATER MASTER PLAN** - RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE STORMWATER MASTER PLAN OF THE TRANSIT ORIENTED CORRIDOR, AND PROVIDING AN EFFECTIVE DATE.

17. **FLEX UNITS** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SUPPORTING AN AMENDMENT TO THE TOWN CODE TO REQUIRE A SUPER-MAJORITY VOTE OF THE TOWN COUNCIL FOR ANY ALLOCATION OF "FLEX" UNITS PURSUANT TO THE BROWARD COUNTY LAND USE PLAN, AND PROVIDING FOR AN EFFECTIVE DATE.

Police

18. **INTERAGENCY AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING DAVIE POLICE DEPARTMENT TO ENTER INTO THIS INTERAGENCY AGREEMENT WITH THE SCHOOL BOARD OF BROWARD COUNTY, THE DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 17, THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, THE STATE ATTORNEY OF THE 17th CIRCUIT COURT IN AND FOR BROWARD COUNTY AND THE BROWARD SHERIFFS OFFICE.

19. **EXPENDITURE** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE PURCHASE OF FIRING RANGE MAINTENANCE THROUGH ACTION TARGET, INC., A SOLE SOURCE DISTRIBUTOR OF THE POLICE DEPARTMENTS FIRING RANGE SYSTEM.

Public Works

20. **BID SELECTION** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO APPROVE THE BIDS FROM ANGEL'S LANDSCAPING, INC. AS THE PRIMARY CONTRACTOR AND VISUALSCAPE, INC. AS THE SECONDARY CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF TREES AND SHRUBS AND PROVIDING FOR AN EFFECTIVE DATE.

21. **EXPENDITURE** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO APPROVE THE PURCHASE OF A UTILITY TRACTOR WITH A TILLER AND LOADER ATTACHMENT FROM BURKHARD'S TRACTOR & EQUIPMENT, INC. FOR $32,309.12 BY PIGGY-BACKING FROM THE FLORIDA AGRICULTURE & LAWN EQUIPMENT CONTRACT #21100000-15-1 AND PROVIDING FOR AN EFFECTIVE DATE.

22. **EXPENDITURE** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO APPROVE THE PURCHASE OF A PRO-CORE

AERATOR FROM TESCO SOUTH, INCORPORATED D.B.A. HECTOR TURF FOR $29,952.20 BY PIGGY-BACKING FROM THE NATIONAL IPA CONTRACT # 120535 AND PROVIDING FOR AN EFFECTIVE DATE.

23. **EXPENDITURE** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO APPROVE THE PURCHASE OF A NEW TRASH TRUCK FROM LOU BACHRODT CHEVROLET, INC. FOR $127,939 BY PIGGY-BACKING FROM THE FLORIDA SHERIFF'S BID # 15-13-0904 AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk

24. **EXPENDITURE** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE MARCH 2016 MUNICIPAL ELECTION, ELECTION SERVICES, AND LEGAL ADVERTISEMENTS IN THE AMOUNT OF $20,000.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Utilities

25. **CONTRACT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE EXTENDED WARRANTY CONTRACT WITH PANTROPIC POWER, INC. FOR MAINTENANCE OF CATERPILLAR ELECTRIC POWER GENSETS FOR LIFT STATION #1 (6101 SW 36 COURT), LIFT STATION #8 (6280 STIRLING ROAD) AND LIFT AND LIFT STATION #20 (3201 COLLEGE AVENUE).

Quasi-Judicial Consent Items

26. **DEVELOPER'S AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO EXECUTE A TERMINATION OF DECLARATION OF RESTRICTIVE COVENANTS AFFILIATED WITH THE PREVIOUS DEVELOPMENT APPLICATION KNOWN AS SITE PLAN SP 12-299 DAVIE COLLEGIATE; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (DA15-096, **35TH & Davie Apartments**, east side of Davie Road, between Nova Drive and Southwest 39th Street, zoned RAC-RTE). **(tabled from October 7, 2015) (see related item #27, 28, & 41)**
Tabled to December 2.

27. **DELEGATION REQUEST** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A DELEGATION REQUEST TO CHANGE THE RESTRICTIVE NOTE ON THE PLAT KNOWN AS I-595 COMMERCE CENTER PLAT, AND PROVIDING AN EFFECTIVE DATE. (DG15-297, I-595 Commerce Center Plat, **35th & Davie Apartments**, east side of Davie Road, south of Nova Drive, zoned RAC-RTE). **(see related item #26, 28, & 41)**

28. **Site Plan (SP)15-094, 35th & Davie Apartments** (located on the east side of Davie Road, between Nova Drive and Southwest 39th Street, zoned Regional Activity Center - Research Technology District East). **(tabled from October 7, 2015)(See related item #26, 27, & 41)**
Tabled to December 2.

29. **DEVELOPER'S AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE DEVELOPER'S AGREEMENT FOR FIELDSTONE

SHOPS OF DAVIE, AND PROVIDING AN EFFECTIVE DATE.(**Fieldstone Shops of Davie**, 1380 South Flamingo Road)

30. **DELEGATION REQUEST** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A DELEGATION REQUEST TO AMEND THE NON-VEHICULAR ACCESS LINE (NVAL) OPENING ON THE PLAT KNOWN AS "SHOTGUN EAST" AND PROVIDING AN EFFECTIVE DATE (DG 14-317, **Temple View Estates,** Open Space Overlay Proposed).**(See related items #31, 32, 33 & 40)**

31. **DELEGATION REQUEST** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A DELEGATION REQUEST TO CHANGE THE RESTRICTIVE NOTE ON THE PLAT KNOWN AS "SHOTGUN EAST", AND PROVIDING AN EFFECTIVE DATE (DG 14-318 **Temple View Estates)(See related items #30, 32, 33 & 40)**

32. **Site Plan SP 14-315, Temple View Estates**, 3801 SW 154th Avenue (Open Space Design Overlay proposed)**(See related items #30, 31, 33, & 40)**

33. **CONSERVATION EASEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A DEED OF CONSERVATION EASEMENT AGREEMENT BETWEEN THE TOWN OF DAVIE AND DESERET HOLDINGS, LLC; TO GRANT A PERPETUAL CONSERVATION EASEMENT TO THE TOWN ASSOCIATED WITH THE TEMPLE VIEW ESTATES DEVELOPMENT; TO ACKNOWLEDGE SUCH AGREEMENT BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. **(Temple View Estates**, Open Space Overlay Proposed). **(See related items #30, 31, 32, & 40)**

34. **Site Plan (SP) 15-111 Wendy's**, 2470 Davie Road, RAC-RTE. **(See related items #42)**

35. **Site Plan SP 15-125, WaterWalk** (generally located on the south side of Reese Road, east of Davie Road, zoned RAC-RTE)

36. **Temporary Use Permit TU 15-299, Home Depot Christmas Trees** (15885 Rick Case Honda Way, zoned BP).

37. **Temporary Use Permit TU 15-300, Home Depot Christmas Trees** (2301 South University Drive, zoned B-3).

38. **Temporary Use Permit TU 15-301, Home Depot Christmas Trees** (5801 South University Drive, zoned B-2).

APPLICANT IS REQUESTING THIS ITEM TO BE TABLED TO DECEMBER 2, 2015

39. **Site Plan (SP) 14-337 Aloft Hotel** (Southeast Corner of Dykes Road and SW 14th Street, proposed zoning is B-3). **(tabled from July 29, 2015)(see related item #45)**
Tabled to December 2.

VI. DISCUSSION OF CONSENT AGENDA ITEMS

3. September 3, 2015 Meeting Minutes (Regular)

Councilmember Caletka made a motion, seconded by Vice-Mayor Starkey to table to December 2. In a voice vote, all voted in favor. (Motion carried 5-0)

8. Forest Ridge Holly Day Parade Permit

Vice-Mayor Starkey hoped all Councilmembers would attend. She said the parade would take place on December 5, and would begin at noon. Suggested parking was at Silver Ridge Elementary.

Vice-Mayor Starkey made a motion, seconded by Councilmember Caletka to approve. In a voice vote, all voted in favor. (Motion carried 5-0)

9. **SUPPORT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, OPPOSING THE FLORIDA FISH AND WILDLIFE COMMISSION'S ACTION TO PERMIT BEAR HUNTING, URGING THE COMMISSION TO RECONSIDER ITS ADOPTED RULE AND THE GOVERNOR AND THE STATE LEGISLATURE TO INTERVENE; AND SUPPORTING THE EFFORTS OF SPEAK UP WEKIVA, INC. CHALLENGING THE ACTION OF THE COMMISSION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Councilmember Luis explained that Ron Bergeron, a commissioner on the Florida Fish and Wildlife Conservation Commission had not supported this because he believed the data and science were incorrect, not because he objected to hunting as a management tool. Mayor Paul remarked the resolution opposed this hunt because of the flawed data.

Councilmember Luis made a motion, seconded by Councilmember Caletka to approve. In a voice vote, all voted in favor. (Motion carried 5-0)

33. **CONSERVATION EASEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A DEED OF CONSERVATION EASEMENT AGREEMENT BETWEEN THE TOWN OF DAVIE AND DESERET HOLDINGS, LLC; TO GRANT A PERPETUAL CONSERVATION EASEMENT TO THE TOWN ASSOCIATED WITH THE TEMPLE VIEW ESTATES DEVELOPMENT; TO ACKNOWLEDGE SUCH AGREEMENT BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. **(Temple View Estates**, Open Space Overlay Proposed). **(See related items #30, 31, 32, & 40)**

Mayor Paul said the Davie Area Land Trust, not the Town, would hold the conservation easement.

David Quigley, Planning and Zoning Manager, confirmed that the Land Trust met the specifications in the code for an appropriate entity to hold the easement.

Councilmember Luis made a motion, seconded by Councilmember Hattan to approve. In a voice vote, all voted in favor. (Motion carried 5-0)

VII. PUBLIC HEARING

Quasi Judicial Public Hearing Items

Ordinance First Reading - (Second and Final Reading to be held on December 2, 2015)

40. **REZONING** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING APPLICATION ZB 14-316 TEMPLE VIEW ESTATES, CHANGING THE CLASSIFICATION OF CERTAIN LANDS WITHIN THE TOWN OF DAVIE FROM: AGRICULTURAL A-1 DISTRICT" TO OPEN SPACE DESIGN OVERLAY; AMENDING THE TOWN ZONING MAP TO COMPLY THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (ZB 14-316 **Temple View Estates**, 3801 SW 154th Avenue). **(tabled from October 7, 2015) (See related items #30, 31, 32, & 33)**

Mr. Rayson read the resolution by title and said the parties had waived the quasi-judicial

6 West





7 North





7 East





7 South





7 West





process.

Mayor Paul opened the public hearing portion of the meeting. As no one spoke, Mayor Paul closed the public hearing portion of the meeting.

Councilmembers disclosed communications they had regarding this item.

Councilmember Hattan made a motion, seconded by Vice-Mayor Starkey to approve. In a roll call vote, the vote was as follows: Mayor Paul - yes; Vice-Mayor Starkey - yes; Councilmember Hattan - yes; Councilmember Caletka - yes; Councilmember Luis - yes. (Motion Carried 5-0).

41. **VARIANCE** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING VARIANCE APPLICATION V 15-199 35th & DAVIE APARTMENTS; AND PROVIDING AN EFFECTIVE DATE (V15-199, **35th & Davie Apartments**, generally located on the east side of Davie Road, between Nova Drive and Southwest 39th Street, zoned RAC-RTE). **(tabled from October 7, 2015) (See related item #26, 27, & 28)**
Tabled to December 2.

42. **VARIANCE** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING VARIANCE APPLICATION "V 15-112 WENDY'S", AND PROVIDING AN EFFECTIVE DATE (V 15-112 **Wendy's**, 2470 Davie Road, RAC-RTE) **(See related items #34)**

Mr. Rayson read the resolution by title and said the parties had waived the quasi-judicial process.

Mayor Paul opened the public hearing portion of the meeting. As no one spoke, Mayor Paul closed the public hearing portion of the meeting.

Councilmembers disclosed communications they had regarding this item.

Councilmember Hattan made a motion, seconded by Councilmember Luis to approve. In a roll call vote, the vote was as follows: Mayor Paul - yes; Vice-Mayor Starkey - yes; Councilmember Hattan - yes; Councilmember Caletka - yes; Councilmember Luis - yes. (Motion Carried 5-0).

43. **VARIANCE** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING VARIANCE APPLICATION "V 15-122 GARCIA," AND PROVIDING FOR AN EFFECTIVE DATE (V 15-122 **Garcia**, 12820 Trotter Boulevard [A-1])

Mr. Rayson read the resolution by title and said the parties had waived the quasi-judicial process.

Mayor Paul opened the public hearing portion of the meeting.

Lazaro Garcia, applicant, invited questions.

As no one else spoke, Mayor Paul closed the public hearing portion of the meeting.

Vice-Mayor Starkey made a motion, seconded by Councilmember Luis to approve. In a roll call vote, the vote was as follows: Mayor Paul - yes; Vice-Mayor Starkey - yes; Councilmember Hattan - yes; Councilmember Caletka - yes; Councilmember Luis - yes. (Motion Carried 5-0).

44. **VARIANCE** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING VARIANCE APPLICATION V 15-187 SHOPPES AT STIRLING PLACE, AND PROVIDING AN EFFECTIVE DATE (V 15-187, **Shoppes at Stirling Place**, 6851 Stirling Road, zoned B-2)

Mr. Rayson read the resolution by title and said the parties had waived the quasi-judicial process.

Mayor Paul opened the public hearing portion of the meeting. As no one spoke, Mayor Paul

closed the public hearing portion of the meeting.

Councilmembers disclosed communications they had regarding this item.

Vice-Mayor Starkey made a motion, seconded by Councilmember Hattan to approve. In a roll call vote, the vote was as follows: Mayor Paul - yes; Vice-Mayor Starkey - yes; Councilmember Hattan - yes; Councilmember Caletka - yes; Councilmember Luis - yes. (Motion Carried 5-0).

APPLICANT IS REQUESTING THIS ITEM TO BE TABLED TO DECEMBER 2, 2015

45. **VARIANCE** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING VARIANCE APPLICATION "V 14-340 ALOFT HOTEL", AND PROVIDING AN EFFECTIVE DATE. (V 14-340 **Aloft Hotel**, southeast corner of Dykes Road) and SW 14th Street, proposed zoning is B-3) **(tabled from July 29, 2015) (See related item #39)**
Tabled to December 2.

VIII. APPOINTMENTS

46. Committee/Board Vacancies and Appointments

Mayor Paul said Rebecca Stonebetter was interested in serving on the YESAC.

IX. COMMITTEE RECOMMENDATIONS

None.

X. OLD BUSINESS

None.

XI. NEW BUSINESS

47. Robbins Park Playground

Mark Collins, Director of Public Works, provided a presentation for a proposal to renovate the playground. He stated the equipment would cost, $117,750; installation would be $48,250; site preparation would be $22,000 for a total of $188,000. There was currently $120,000 in District 3 Open Space funds so they needed $68,000. Vice-Mayor Starkey said this would be her gift to District 4. Mr. Collins agreed to move forward.

XII. SCHEDULE OF NEXT MEETING

None.

XIII. MAYOR/COUNCILMEMBER'S COMMENTS

COUNCILMEMBER CALETKA

SEMINOLE GAMING COMPACT. Councilmember Caletka reminded Council that the compact had ended in July and they had received a 90-day grace period that expired the previous weekend. The Seminoles had requested a hearing from the Bureau of Indian Affairs. Councilmember Caletka related the revenue distribution and pointed out that Davie had borders on the north and west of the Hard Rock Casino and so should receive more revenue. He wanted to direct Mr. Lemack to explore options. Council agreed, and Councilmember Starkey asked for suggestions on an outside consultant to represent the Town. Councilmember Caletka said any consultant must also sign a disclosure that they would not be working for any other neighboring community.

COUNCILMEMBER HATTAN

WOMEN IN DTSTRESS. Councilmember Hattan had attended a recent event and said it had been well-attended. She thanked the officers who had attended.

VICE-MAYOR STARKEY

ORANGE PARK COMMUNITY MEETING. Vice-Mayor Starkey had attended the event and noted Memorial Senior Services provided great senior activities and perhaps Memorial Senior Services could provide a bus for Orange Park's seniors. She related there were also problems with people putting out bulk trash too soon and she had discussed some solutions with Waste Management and Mr. Lemack. One idea was to distribute a flyer and put up signs indicating the pick-up dates and when the trash should be put out. There was also a resident in the community who illegally dumped the waste from his landscaping business in an empty lot.

MEETING PLACES. Vice-Mayor Starkey wanted the Town to encourage new hotels to include public meeting rooms that groups could rent.

COUNCILMEMBER LUIS

FIREWALL CENTER LUNCHEON. Councilmember Luis had attended the annual luncheon recently and been very impressed.

DIGITAL AGENDA. Councilmember Luis informed Council that he had mastered viewing the agenda on his computer instead of printing it out.

MAYOR PAUL

SUNRISE WATER SERVICE. Mayor Paul asked Mr. Rayson to review the statute that allowed Sunrise to add a 25% surcharge for Davie residents using their water and how the surcharge was used. She wished to devise a strategy for repealing that portion of Florida Statute 180.191

GROUP HOMES. Mayor Paul wanted to initiate a Zoning in Progress for 18 months while they worked on getting home rule back for municipalities to regulate group homes. Mr. Rayson said he and Mr. Lemack intended to prioritize the Sunrise water surcharge and group homes issues.

FLAKKA PRESENTATION. Mayor Paul wanted to schedule a Flakka presentation for the first YESAC meeting after January 1, 2016.

WESTERN HILLS MOBILE HOME PARK. Mayor Paul had heard from a resident of the park about some serious criminal activity and asked Police Chief Patrick Lynn and Mr. Lemack to contact the resident. Vice-Mayor Starkey asked to be copied in on any activity.

MAYOR'S GALA. Mayor Paul said this had been a great event and she had enjoyed celebrating World War II veteran Theodore Way's 95th birthday with him.

TOYS IN THE SUN RUN. Mayor Paul reminded everyone that the 28th annual Toys in the Sun Run would be held on December 6, starting at the Mardi Gras Casino. Dennis DeYoung and Styx would be the entertainment. There would also be a lottery to win a new Harley Davidson Street Glide Standard.

EXOTICS CLEARING. Mayor Paul reported they had removed all exotics from the south end of the Farm Park and the fence had been rebuilt. She had been soliciting donations from local nurseries for trees to plant along the fence line.

HAPPY THANKSGIVING. Mayor Paul wished everyone Happy Thanksgiving.

HAPPY VETERANS DAY. Mayor Paul wished everyone Happy Veterans Day and advised people to park at Bergeron Rodeo Grounds and use the shuttle to reach the event.

XIV. TOWN ADMINISTRATOR'S COMMENTS

Jeff Pohlman, Parks and Recreation Operations and Management Professional, provided an update on upcoming events:

- Veteran's Day at Veteran's Park on November 11
- Southeast Circuit Finals Rodeo at the Rodeo Grounds from November 12-14
- Concerts in the Park concert in November would be moved to the third Thursday

- Taste of Davie: Davie's Best Pizza will provide samples
- South Florida Cloggers will perform during the band breaks

- Craft Show and Green Fair on November 21 and 22 from 9 a.m. until 4 p.m.
- Holiday Tree and Menorah Decorating Contest on December 2 at Town Hall
- Holiday Lighting of the Greens on December 5 from 6 p.m. until 9 p.m. at Town Hall and the Rodeo Arena

Mr. Pohlman reported the rails had been realigned and they were repainting the caution lines and replacing signage at the rodeo grounds. The rails and bull shoots had been repainted. The west side bleachers were almost finished.

XV. TOWN ATTORNEY'S COMMENTS

NEW STAFF MEMBER. Mr. Rayson introduced his new staff member Allan Weinthal.

XVI. ADJOURNMENT

There being no further business to discuss and no objections, the meeting was adjourned at 7:41 pm.

Approved_____ _____
Mayor/Councilmember

_____
Town Clerk

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

Item Number: 43.

To:	Mayor and Councilmembers
From:	David Quigley, AICP, Planning and Zoning Manager/(954) 797-1103
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:	**EASEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, MEMORIALIZING THE ACCEPTANCE OF A DEED OF CONSERVATION EASEMENT TO THE DAVIE AREA LAND TRUST INC.; TO GRANT A PERPETUAL CONSERVATION EASEMENT ASSOCIATED WITH THE TEMPLE VIEW ESTATES DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (Generally located east of 154th Avenue and south of Southwest 36th Street (zoned Open Space Overlay District))
Executive Summary:	The proposed resolution is necessary only to memorialize the acceptance of a conservation easement in favor of the Davie Area Land Trust, Inc. and to acknowledge the correction of a prior recording error.
Key Points:	• A conservation easement for the Temple View Estates open space was initially proposed to be granted to the Town of Davie. • At the November 4, 2015 Town Council meeting, the applicant and the Town Council verbally agreed that the easement should instead by granted in favor of the Davie Area Land Trust Inc. • On November 30, 2015, the easement referencing the Town as grantee was erroneously recorded in the Official Records of Broward County. • On April 22, 2016, the applicant recorded a conservation easement correctly referencing the Davie Area Land Trust, Inc. as grantee (instrument #113649245).
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	Conservation_Easement_RESO_v2_.doc	Resolution
D	Conservation_Easement_Trust_113649245_Exhibit-1.pdf	Exhibit 1
D	TC_Meeting_110415.pdf	Town Council Meeting Minutes 11/4/15

RESOLUTION NO. R 2020-079

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

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

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

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

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

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

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

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

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

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

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

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS 4TH DAY OF MARCH, 2020.

Approved as to Form and Legality:

TOWN ATTORNEY

Deed Doc Stamps: $0.00

This instrument prepared by:

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

Space above this line for recorder's use

AMENDMENT TO DEED OF CONSERVATION EASEMENT

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

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

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

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

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

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

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

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

WITNESSED BY:

Name: RYAN PALONKA

Name: Sean Richardson

GRANTOR:

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

By:
Name: Andres Mayres
Title: VP

Dated: DECEMBER 18, 2019

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

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

LISSETTE VIERA
MY COMMISSION # GG 072508
EXPIRES: June 12, 2021
Bonded Thru Notary Public Underwriters

Name: Lissette Viera
Notary Public
State of Florida

My commission expires: 6.12.21

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

GRANTEE:

WITNESSED BY:

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

Name: David Quigley

By: _____

Name: John Ladue

Title: Pres.

Name: Lise Bazinet

Dated: 2 21, 2020

STATE OF FLORIDA)
) SS:
COUNTY OF Broward)

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

Name: _____
Notary Public
State of Florida

LORRAINE V. ROBINSON
MY COMMISSION # GG 147281
EXPIRES: January 28, 2022
Bonded Thru Notary Public Underwriters

My commission expires:

Exhibit "A"
The Property

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

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

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

Exhibit "B"

DESCRIPTION OF CONSERVATION EASEMENT AREAS IN "ARBOR RESERVE"

LEGAL DESCRIPTION

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

EASEMENT AREA #1

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

AND

EASEMENT AREA #2

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

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

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

NOTES:

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

ABBREVIATIONS:

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

SURVEYOR'S CERTIFICATION:

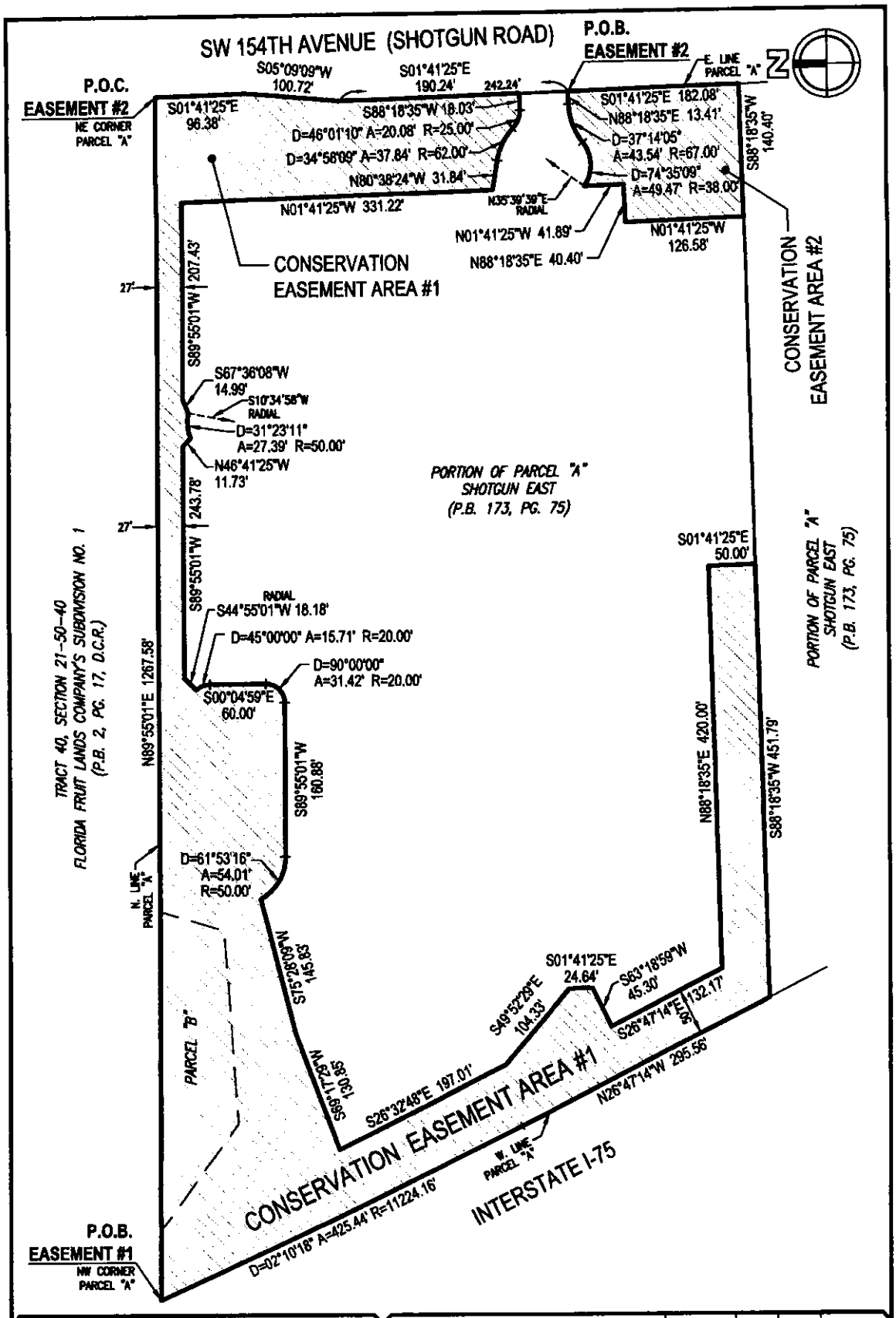
I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE STANDARDS OF PRACTICE CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

_____

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

LAST DATE OF FIELD WORK: N/A

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



LEGEND:
℄ CATCH BASIN

REVISIONS	DATE	BY	CK'D	FIELD BK.
REVISE CONSERVATION EASEMENT AREAS	10/17/19	EC	DCW	N/A
CONSERVATION EASEMENT AREAS	8/26/19	EC	DCW	N/A

PROJECT: ARBOR RESERVE	SCALE: 1" = 120'
PROJECT NO.: 190102	SHEET 3 OF 3

This instrument prepared by:

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

Space above this line for recorder's use

AMENDMENT TO DEED OF CONSERVATION EASEMENT

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

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

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

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

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

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

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

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

WITNESSED BY:

Name: RYAN PALONKA

Name: Sean Richardson

GRANTOR:

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

By:
Name: Andres Mayres
Title: VP

Dated: DECEMBER 18, 2019

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI Dade)

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

LISSETTE VIERA
MY COMMISSION # GG 072508
EXPIRES: June 12, 2021
Bonded Thru Notary Public Underwriters

Name: Lissette Viera
Notary Public
State of Florida

My commission expires: 6.12.21

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

WITNESSED BY:

Name: David Quigley

Name: Lise Bazinet

GRANTEE:

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

By:
Name: John Ladue
Title: Pres.

Dated: 2-21, 2020

STATE OF FLORIDA)
) SS:
COUNTY OF Broward)

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

Name:
Notary Public
State of Florida

My commission expires:

LORRAINE V. ROBINSON
MY COMMISSION # GG 147281
EXPIRES: January 29, 2022
Bonded Thru Notary Public Underwriters

Exhibit "A"
The Property

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

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

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

Exhibit "B"

DESCRIPTION OF CONSERVATION EASEMENT AREAS IN "ARBOR RESERVE"

LEGAL DESCRIPTION

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

EASEMENT AREA #1

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

AND

EASEMENT AREA #2

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

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

PROJECT:	**ARBOR RESERVE**
PROJECT NO.:	190102
DATE:	10/17/19
	SHEET 1 OF 3

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

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

NOTES:

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

ABBREVIATIONS:

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

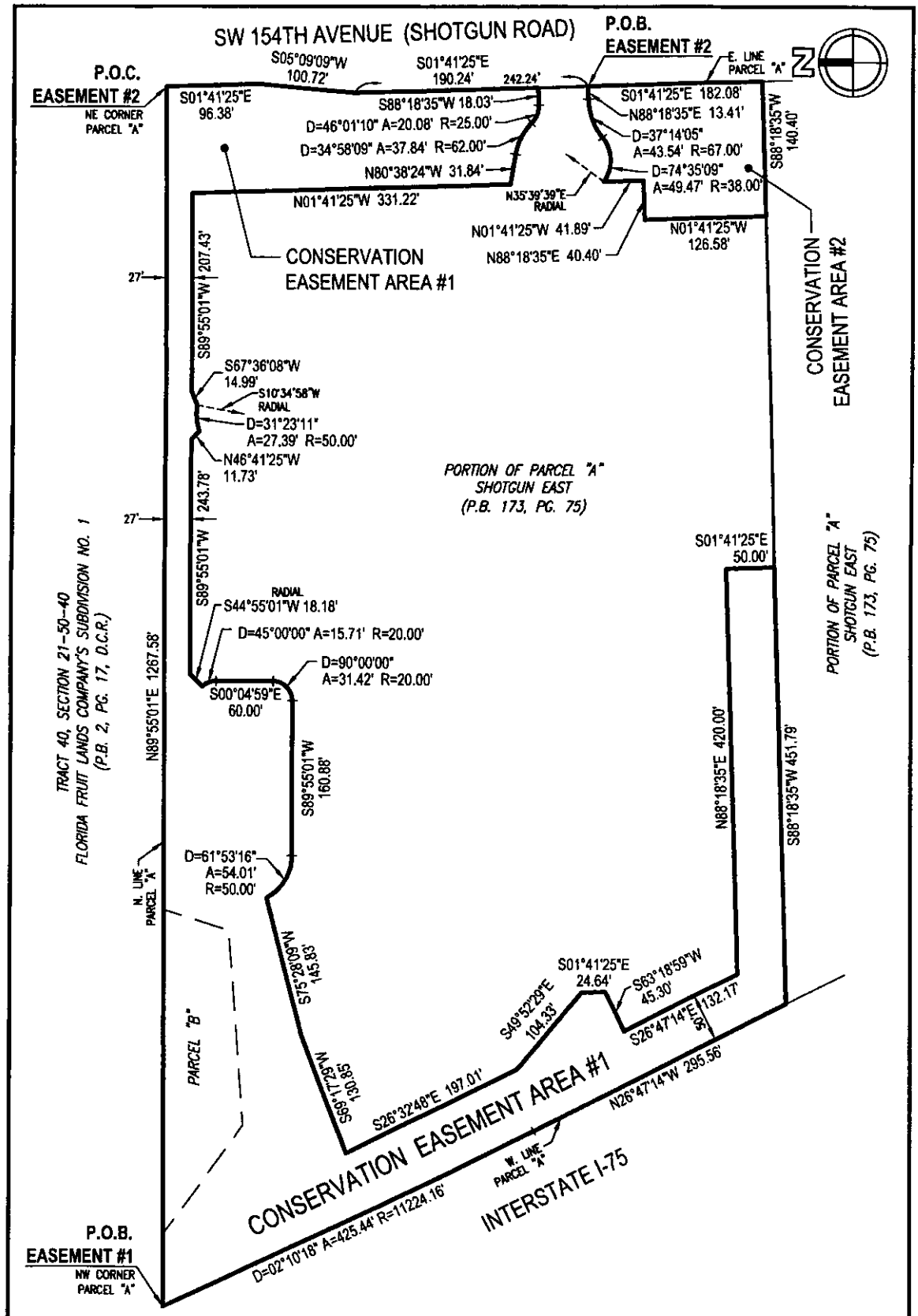
SURVEYOR'S CERTIFICATION:

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

LAST DATE OF FIELD WORK: N/A

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

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



LEGEND:
℄ CATCH BASIN

REVISE CONSERVATION EASEMENT AREAS	10/17/19	EC	DCW	N/A
CONSERVATION EASEMENT AREAS	8/26/19	EC	DCW	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.

PROJECT: **ARBOR RESERVE**	SCALE: 1" = 120'
PROJECT NO.: 190102	SHEET 3 OF 3

Z:\Survey Projects\2019\190102S Arbor Reserve\dwg\190102Sek.dwg

RESOLUTION NO. R-2017-254

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

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

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

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

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

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

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

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

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

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

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

Paul
MAYOR/COUNCILMEMBER

ATTEST:

DEPUTY TOWN CLERK

APPROVED THIS **26TH** DAY OF **JULY**, 2017.

INSTR # 113649245 Page 1 of 11, Recorded 04/22/2016 at 02:56 PM
Broward County Commission, Doc. D $0.70 Deputy Clerk 2090

EXHIBIT 1

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

DEED OF CONSERVATION EASEMENT

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

WITNESSETH

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

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

NOW, THEREFORE, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Area which shall run with the land(s) as described in Exhibit B, and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of the Conservation Easement to retain land of the Conservation Area in their natural, vegetative, hydrologic, scenic, open, archeological, or agricultural condition and to retain such uses and areas. To carry out this purpose, the following rights are conveyed to Grantee by this easement:

(a) To enter upon and cross such portions the Property and the Conservation Area in a reasonable manner and at reasonable times with any necessary

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

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

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

(a) Any interference within the Archeological Site inconsistent with the Agreement between Broward County, the Town of Davie and owner of the parcel recorded at OR BK 35220, PG 1667 in Broward County Records.

(b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

(c) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of nuisance or exotic vegetation consistent with the approved site plan for the development and tree pruning and removal for diseased or dying trees upon approval from the appropriate governmental entity;

(d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

(e) Surface use except for purposes that permit the land to remain in its natural or enhanced vegetative and hydrologic condition;

(f) Acts or uses detrimental to said aforementioned retention and maintenance of land areas; and

(g) Acts or uses detrimental to the preservation of any features or aspects of the Conservation Area having geological significance.

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

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

b. The Grantor may use the property for other uses if these uses do not conflict with the overall preservation of the site and upon written approval from Grantee.

c. The Grantor may place recreation amenities within the easement.

d. The construction and use of the approved permissible uses shall be subject to the following conditions:

i. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

ii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;

iii. This Conservation Easement shall not constitute permit authorization for the construction and operation of any facility. Any such work shall be subject to all applicable federal, state, or local permitting requirements.

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

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

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

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

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

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

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

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

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

13. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

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

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

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

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

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

(INTENTIONALLY LEFT BLANK)

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

DESERET HOLDINGS, LLC, a Utah limited liability corporation

WITNESS
Printed Name: Jorge Perez

By: _____
Title: MANAGER
Print name: TOD WORKMAN

Address: 304 INDIAN TRACE
STE 172
WESTON, FL 33326

WITNESS
Printed Name: ROBERT BRINKMAN
(Seal)

Dated: 3RD day of NOVEMBER, 2015

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledgers before me this 3RD day of NOVEMBER 2015, by TOD WORKMAN as MANAGER DESERET HOLDINGS, LLC, a Utah limited liability corporation, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

SWORN TO AND SUBSCRIBED before me this 3RD day of NOVEMBER 2015.

June J Stone
Notary Public Signature

JUNE J STONE

Printed Name:

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

JUNE J. STONE
MY COMMISSION # FF 054586
EXPIRES: December 8, 2017
Bonded Thru Budget Notary Services

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: Giovanni Mos

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

Dated: 16 day of Nov., 2015

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

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

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

Notary Public Signature
CAMILO JACOME
Printed Name:

CAMILO JACOME
MY COMMISSION # EE 155992
EXPIRES: December 27, 2015
Bonded Thru Notary Public Underwriters

My Commission Expires: 12/27/2015
Commission Number: EE 155992

EXHIBIT A - TEMPLE VIEW ESTATES PARCEL

LEGAL DESCRIPTION:

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

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

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

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

LEGAL DESCRIPTION:

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

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A", BEING POINT OF BEGINNING 'A'; THENCE NORTH 89°55'01" EAST ALONG THE NORTH LINE OF SAID PARCEL "A" 55.66 FEET; THENCE SOUTH 26°08'47" EAST 605.04 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 46°11'11", FOR AN ARC DISTANCE OF 141.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 72°19'59" EAST 34.04 FEET; THENCE SOUTH 88°18'35" WEST 141.06 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "A" AND THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 AS DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 86075-2403; THENCE NORTH 26°47'14" WEST, THIS AND THE FOLLOWING COURSE BEING ALONG SAID WESTERLY LINE AND SAID EASTERLY RIGHT-OF-WAY LINE 295.56 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 11224.16 FEET, A CENTRAL ANGLE OF 02°10'18", FOR AN ARC DISTANCE OF 425.44 FEET TO POINT OF BEGINNING 'A'.

TOGETHER WITH:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL "B", BEING POINT OF BEGINNING 'B'; THENCE NORTH 89°55'01" EAST ALONG THE NORTH LINE OF SAID PARCELS "B" AND "A" 1192.47 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°41'25" EAST, THIS AND THE FOLLOWING TWO (2) COURSES BEING ALONG THE EAST LINE OF SAID PARCEL "A" AND THE WESTERLY RIGHT-OF-WAY LINE OF SW 154th AVENUE (SHOTGUN ROAD), 96.38 FEET; THENCE SOUTH 05°09'09" WEST 100.72 FEET; THENCE SOUTH 01°41'25" EAST 123.64 FEET TO REFERENCE POINT 'A'; THENCE SOUTH 88°18'35" WEST 105.32 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 33.50 FEET, A CENTRAL ANGLE OF 36°40'44", FOR AN ARC DISTANCE OF 21.45 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 01°41'25" WEST 267.05 FEET; THENCE SOUTH 88°18'35" WEST 664.67 FEET; THENCE SOUTH 01°41'25" EAST 163.50 FEET; THENCE SOUTH 88°18'35" WEST 16.00 FEET TO REFERENCE POINT 'B'; THENCE NORTH 01°41'25" WEST 163.50 FEET; THENCE SOUTH 88°18'35" WEST 127.34 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE SOUTH 85°33'58" WEST ALONG SAID SOUTH LINE 135.79 FEET; THENCE NORTH 53°50'13" WEST ALONG THE WESTERLY LINE OF SAID PARCEL "B" 140.62 FEET TO POINT OF BEGINNING 'B'.

TOGETHER WITH:

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

TOGETHER WITH:

COMMENCING AT REFERENCE POINT 'B'; THENCE SOUTH 23°29'56" WEST 26.52 FEET TO POINT OF BEGINNING 'D'; THENCE NORTH 88°18'35" EAST 472.31 FEET TO A POINT OF CURVATURE; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°41'25" EAST 129.36 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°18'35" WEST 413.47 FEET TO A POINT OF CURVATURE; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 65°32'38", FOR AN ARC DISTANCE OF 40.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 26°08'47" WEST 142.11 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 114°27'22", FOR AN ARC DISTANCE OF 69.92 FEET TO POINT OF BEGINNING 'D'.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING A TOTAL OF 285,557 SQUARE FEET (6.5555 ACRES), MORE OR LESS.

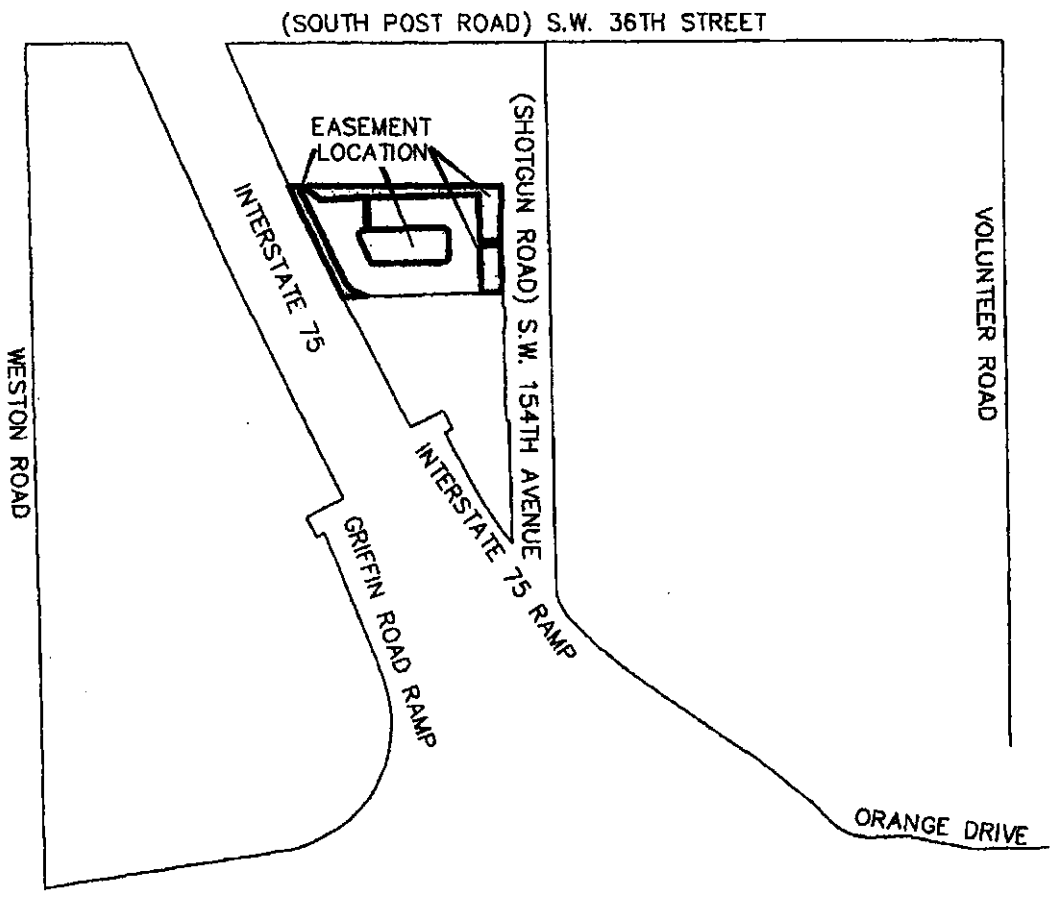
FILE: DESERET HOLDINGS, LLC
SCALE: N/A | DRAWN: L.S.
ORDER NO.: 59924
DATE: 10/22/15
CONSERVATION EASEMENT
DAVIE, BROWARD COUNTY, FLORIDA
FOR: TEMPLE VIEW ESTATES

SHEET 1 OF 3

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

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

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



LOCATION MAP
NOT TO SCALE

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

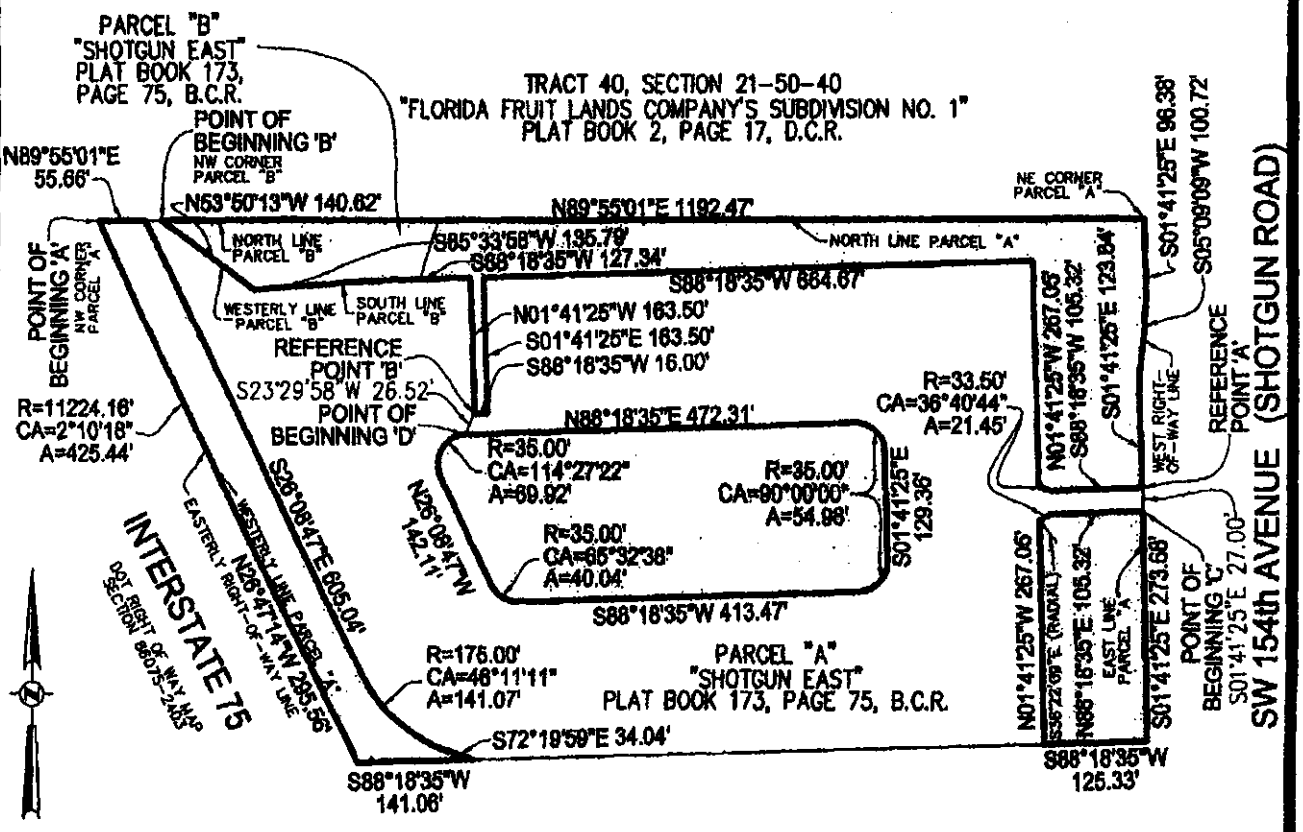
SHEET 2 OF 3

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

SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.

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SUNRISE, FLORIDA 33351
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NOTES:
1) BEARINGS ARE BASED ON THE NORTH LINE OF PARCEL "A", BEING N89°55'01"E.
2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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

SHEET 3 OF 3

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

LEGEND:

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