

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers
FROM/PHONE: Mark A. Kutney, AICP (797-1101)
SUBJECT: Resolution - Developers Agreement

Application No., Project Name and Location:
DA 8-1-01, Long Lake Estates Plat - 3201 Hiatus Road, 3304 Hiatus Road,
and 3501 Nob Hill Road.

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS WITH BROWARD COUNTY, AND G.L. HOMES ASSOCIATES II, LTD., RELATING TO THE PRESERVATION OF AN ARCHAEOLOGICAL SITE 8BD2147 WITHIN THE "LONG LAKE RANCHES" PROJECT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURE TO SAID AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

On September 6, 2000, Town Council approved a boundary plat known as "Long Lake Estates II Plat" by Resolution No. 2000-210 and subsequently on July 18, 2001, Town Council approved the site development plan for "Long Lake Ranches" a 372 single family home project, subject to various conditions including four sided architectural treatment of the homes and the clubhouse tower being recessed to provide depth to the building.

The attached agreements between the Town of Davie, Broward County and G.L. Homes of Davie, Inc., provides for the management and approval of certain improvements within the archaeological site, which is currently designated as a "Local Area of Particular Concern", located within Parcel "A" of the "Long Lake Ranches" project.

Broward County requires the Town to participate in this agreement, which stipulates the provisions for the course of action to be taken by the Town should the developer fail to comply with the requirements as set forth in the Agreement, being that the Town shall withhold the issuance of any future building permits until the developer complies with the County's mitigation process for any violations of this Agreement.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: Not Applicable

RECOMMENDATION(S): Motion to approve.

Attachment(s): Resolution, Agreements, Justification Letter, Plat, Land Use map, Subject Site map, and Aerial.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS WITH BROWARD COUNTY, AND GL HOMES ASSOCIATES II, LTD., RELATING TO THE PRESERVATION OF AN ARCHAEOLOGICAL SITE 8BD2147 WITHIN THE "LONG LAKE RANCHES" PROJECT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURE TO SAID AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie has approved the boundary plat known as "Long Lake Estates II Plat" by Resolution No. R 2000-210 on September 6, 2000; and

WHEREAS, an archaeological survey of the property underlying the Plat was conducted in 1999 by the Archaeological and Historical Conservancy, Inc. of Miami, Florida, resulting in the report entitled "An Archaeological and Historical Survey and Assessment of the Zachar/Continental Citrus Parcels, Broward County, Florida, and

WHEREAS, Broward County has determined that significant archaeological resources will be affected by the development proposed for the Plat and requires that the applicant, as a condition to the Plat approval, enter into an agreement with Broward County and the Town of Davie that specifies the management plan for these archaeological resources (Archaeological Condition of Approval).

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

SECTION 1. SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into Agreements, attached hereto as Exhibit "A", with the Broward County and G.L. Homes of Davie, Inc., for the management of the archaeological site 8BD2147 within the "Long Lake Estates Plat" project in Broward County, Florida.

SECTION 2. The Mayor and Town Administrator are authorized to sign such agreement on behalf of the Town and the Town Clerk is directed to affix the Town's seal to such Agreement.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2001.

**RUDEN
MCCLOSKEY
SMITH
SCHUSTER &
RUSSELL, P.A.
ATTORNEYS AT LAW**

200 EAST BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301

2021 OFFICE SUITE 1400
FORT LAUDERDALE, FLORIDA 33302

TEL: 352-293-1100
FAX: 352-352-4111
WWW.RUDENMC.COM

August 8, 2001

Via Facsimile

Ms. Geri Baluss
Town of Davie
6591 Orange Drive
Davie, FL 33314

*Re: Agreement Between Broward County and the Town of
Davie and G.L. Homes Associates II, Ltd., for
Archaeological Site 8BD2147 Shown on the Long Lake
Estates II Plat ("Agreement")*

Dear Geri:

Broward County has determined that certain archeological resources will be affected by development proposed for the Long Lake Estates II Plat ("Plat") and has therefore required applicant GL Homes Associates II, Ltd ("GL Homes"), as a condition to Plat approval, to enter into an agreement with Broward County and the Town of Davie that specifies the management plan for these archeological resources. As you are aware, we hand delivered an original executed copy of the Agreement to Mark Kutney on Friday, August 3, 2001, for review and execution by the Town of Davie. In response to your request, we are providing a detailed justification of the details surrounding the Agreement.

An archeological survey of the property underlying the Plat was conducted in 1999 by the Archeological and Historical Conservancy, Inc. of Miami, Florida, resulting in the report entitled "An Archaeological and Historical Survey and Assessment of the Zachar/Continental Citrus Parcels, Broward County, Florida." This report indicated that three archeological sites exist within the Plat which are associated with the Pine Island Ridge/Long Key complex. Site 8BD2147 is currently designated as a Local Area of Particular Concern. The Agreement details the management plan through which

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FORT LAUDERDALE ■ MIAMI ■ NAPLES ■ PORT ST. LUCIE ■ SARASOTA ■ ST. PETERSBURG ■ CALENDAR ■ TAMPA ■ WEST PALM BEACH

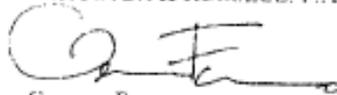
Geri Baluss
August 8, 2001
Page 2

applicant GI Homes Associates II, Ltd , will ensure the preservation of the archeological site at issue. Mr. Scott Lewis, of the Broward County Historical Commission, has already reviewed and approved the Agreement.

In light of the foregoing, please place the Agreement on the next available Town Council agenda. In the interim, if you have any questions, or need any additional information, please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,

RUDEN, MCCLOSKEY, SMITH,
SCHUSTER & RUSSELL, P.A.



Genevra Ferrero

cc: Dennis D. Mele, Esq
Mark Kutney, Development Services Director
Toni Willi, Town Administrator

AGREEMENT

Among

BROWARD COUNTY

and

TOWN OF DAVIE

and

G.L. HOMES OF DAVIE ASSOCIATES, II, LTD.

for

Archaeological Site Shown On

LONG LAKE ESTATES II PLAT

CAF#047
08/22/96
11:00:56.1

AGREEMENT

Among

BROWARD COUNTY

and

TOWN OF DAVIE

and

G.L. HOMES OF DAVIE ASSOCIATES II, LTD.

for

Archaeological Site Shown On

LONG LAKE ESTATES II PLAT

This is an Agreement among: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

The TOWN OF DAVIE, a municipal corporation created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "TOWN",

AND

G.L. HOMES OF DAVIE ASSOCIATES II, LTD., its successors and assigns, hereinafter referred to as "DEVELOPER."

WITNESSETH:

WHEREAS, the LONG LAKE ESTATES II Plat, hereinafter referred to as the "Plat," was approved by the COUNTY COMMISSION on _____, a copy of the approved Plat being attached hereto as Exhibit "A", and

WHEREAS, the Plat was approved by the TOWN on September 6, 2000; and

WHEREAS, the Plat depicts the proposed development of the real property described in Exhibit "B" attached hereto, hereinafter referred to as the "Property"; and

CAF#247
08/22/96
111301576.1

WHEREAS, the Plat shows the Archaeological Site # 8B02147 on that portion of the Property described in Exhibit "C" attached hereto, hereinafter referred to as the "Archaeological Site"; and

WHEREAS, the approval of the Plat by the COUNTY COMMISSION was conditioned upon DEVELOPER agreeing to prevent destruction of the Archaeological Site during development of the Property and to preserve the Archaeological Site as private open space, and

WHEREAS, the Plat is located within the boundaries of TOWN; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions and promises hereinafter set forth, COUNTY, CITY and DEVELOPER agree as follows:

1. DEVELOPER agrees that the development of the Archaeological Site shall be prohibited, except as necessary for a private road access as shown on the attached site plan, Exhibit "D", and as specified under paragraph number 11 to this Agreement, and that the Archaeological Site shall be preserved as private open space in perpetuity. The recording of this agreement in the Public Records of Broward County shall constitute a covenant running with the Archaeological Site in favor of COUNTY. This covenant shall touch and concern the land and shall bind the DEVELOPER, its successors, vendors, assigns, heirs, partners, subsidiaries, and affiliates. In addition to the above:
 - (a) DEVELOPER shall place a note on the face of the plat stating: "This plat contains an Archaeological Site, Florida Site File #8B02147, to be preserved as private open space in perpetuity," and
 - (b) DEVELOPER shall delineate the Archaeological Site on the plat and identify it as "Archaeological Site #8B02147."
2. DEVELOPER agrees to retain the services of a professional archaeologist (the "Archaeologist"), who shall be approved, in writing, by the State Archaeologist, Division of Historical Resources, Florida Department of State, to monitor development activities within the Property that may adversely and materially affect the Archaeological Site.
3.
 - (a) DEVELOPER agrees to erect a physical barrier consisting of wood or other substantial material around the Archaeological Site in order to prevent damage to the Archaeological Site during development of the Property. Such barrier shall be constructed prior to the commencement of any filling, grading, excavation or construction activities occurring on the Property. The barrier shall be erected to a height of no less than four (4) feet and shall be brightly colored or have brightly colored flags attached
 - (b) DEVELOPER shall notify COUNTY's Development Management Division in writing, when the barrier has been erected. Within five (5) working days

following receipt of this notice, appropriate personnel of COUNTY's Development Management Division shall inspect the barrier and confirm, in writing, to DEVELOPER that the barrier has been erected in accordance with the terms of this Agreement.

- (c) DEVELOPER agrees to permit appropriate personnel of COUNTY's Development Management Division to periodically inspect the barrier to ensure continued compliance with the terms of this Agreement. Such inspections shall be made at reasonable times following at least twenty-four (24) hours verbal notice to DEVELOPER.
 - (d) DEVELOPER agrees to maintain the physical barrier in place until all filling, grading, excavation or construction activities immediately adjacent to the Archaeological Site have been completed.
4. DEVELOPER agrees to deposit not less than a twelve-inch layer of clean fill and to place lawn-type sod over the entire Archaeological Site prior to construction activities occurring on the Property. Such fill shall be placed on the Archaeological Site with rubber-wheeled equipment. In addition, DEVELOPER may plant trees upon and irrigate the Archaeological Site. Excavation associated with the above activities shall not exceed the depth of the fill material.
 5. After placement of the fill, installation of irrigation, and landscaping of the Archaeological Site is complete, DEVELOPER shall notify COUNTY's Development Management Division in writing, that all required activities and site development have been completed on and immediately adjacent to the Archaeological Site. Within ten (10) working days of this written notification, COUNTY's Development Management Division staff shall verify that said work has been completed and shall confirm this, in writing, to DEVELOPER. The protective barriers shall not be removed until such confirmation is received by DEVELOPER from COUNTY's Development Management Division.
 6. DEVELOPER agrees that any proposed change of grade immediately adjacent to the Archaeological Site shall be monitored by the Archaeologist referred to in Paragraph 2 above. In the event that any potentially significant artifacts are uncovered, DEVELOPER agrees to cease any development activities in the immediate vicinity of the discovery site and a reconnaissance level survey and assessment of the discovery site shall be conducted by the Archaeologist. Said survey and assessment shall be submitted by the DEVELOPER to the Development Management Division, the local government having jurisdiction and the State Division of Historical Resources for review and approval of the assessment, which approval shall not be unreasonably withheld. If the Archaeologist determines, and the reviewing agencies concur, that the discovery site is not significant, development activities may resume, with the appropriate archaeological monitoring. If the reviewing agencies do not notify DEVELOPER in writing that the discovery site is significant within thirty (30) days after receipt of the survey and assessment, then, in that event, the discovery site shall be deemed insignificant and

development activities may resume with appropriate archaeological monitoring. If the discovery site is determined to be significant according to the approved Archaeologist's assessment, DEVELOPER shall, within thirty (30) days of the approval of such assessment by reviewing agencies, take one of the following actions:

- (a) Preserve the discovery site by modifying the approved Plat to include the location of the discovery site within the Archaeological Site, or enter into an agreement, in a form acceptable to COUNTY and TOWN, which agreement shall include the location of the discovery site within the Archaeological Site. Upon a modification of the Plat or execution of the agreement by COUNTY and TOWN, development activities may resume with appropriate archaeological monitoring. DEVELOPER agrees to follow those procedures described in paragraphs 2 through 5 above to protect the new Archaeological Site; or
 - (b) Delay construction activities in the location of the discovery site in order to initiate an excavation to recover all significant artifacts at that location. Such excavation shall be supervised by the Archaeologist referred to in Paragraph 2 above and shall be conducted pursuant to all applicable federal, state and local regulations.
7. The Developer obligations contained in Paragraphs 2 through 6 of this Agreement shall terminate and be of no further force and effect when the Developer has fulfilled the obligations contained in Paragraph 4 of this Agreement and when all excavation activity of the land immediately adjacent to the Archaeological Site has been completed.
 8. The continued maintenance of the Archaeological Site shall be the responsibility of the Developer. The site shall be maintained in the same manner as other common areas within the development.
 9. DEVELOPER agrees that the development of the Archaeological Site shall be prohibited, except as necessary for a private road access as shown on the attached site plan, Exhibit "D", and as specified under paragraph number 11 to this Agreement, and that the Archaeological Site shall be preserved as private open space in perpetuity.
 10. Excavation of the Archaeological Site shall be permitted only if the activity is part of a bona fide archaeological survey conducted by a professional archaeologist and permission has been obtained, in writing, from the State Archaeologist and the Broward County Historical Commission concurs.
 11. This Agreement, together with the Long Lake Estates II Plat, pertains to development activities within and adjacent to Archaeological Site #SPD0147, referenced as Parcel D on the Long Lake Estates II Plat, which is to be preserved as private open space and in perpetuity. All development activities

within or adjacent to the Archeological Site shall be in accordance with this Agreement and consistent with the site plan attached hereto as Exhibit "E". Improvements permitted within the Archeological Site include: (a) a six (6) foot concrete meandering sidewalk; (b) the private road access drive with associated curbing; (c) the fill area as noted to maintain a gradual slope for gravity flow drainage from the highest point of the Archeological Site to grade; (d) a six (6) inch plastic conduct pipe utility crossing (consisting of EPL, BellSouth, CTV, and Irrigation) located within the road right-of-way which shall maintain, at a minimum, a two (2) foot separation between the bottom of any archaeological artifacts and the top of the pipe; (e) fencing/signage required by the South Florida Water Management District to protect the Conservation Easement Area west of private road; and (f) groundcover with horizontal/non-invasive root systems.

12. (a) If DEVELOPER fails to comply with the provisions of this Agreement, COUNTY shall provide to DEVELOPER and TOWN written notice of such failure to comply, in which event DEVELOPER shall have ten (10) working days from the date of the notice in which to cure such non-compliance. In the event DEVELOPER does not cure such non-compliance within said ten-day period, TOWN may withhold additional building permits or certificates of occupancy for further development until the default is corrected. If COUNTY or TOWN determines that such a default may be endangering the archaeological resource, COUNTY or TOWN shall be entitled to an injunction to prevent DEVELOPER from damaging or permitting the damage of the archaeological resource.
 - (b) The parties agree that if the archaeological resources of the site are damaged as a result of any default of this Agreement by DEVELOPER, COUNTY or TOWN may require DEVELOPER to take action to mitigate such damage. Necessary mitigation shall be determined by COUNTY in consultation with the Archaeologist described in paragraph 2 and the Division of Historical Resources.
13. COUNTY agrees that this Agreement satisfies the requirements of Section 5-198(j)2 of the Broward County Land Development Code with respect to the protection of archaeological sites.
 14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
 15. All notices required by this Agreement shall be delivered by U.S. Mail or hand-delivered to the parties at the following addresses:

To COUNTY:

Broward County Development Management Division

Governmental Center, Room 329
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

To TOWN:

Tom Willi
Town Administrator
Town of Davie
6591 Orange Drive
Davie, FL 33314-3399

To DEVELOPER:

G.I. Homes of Davie Associates II, Ltd.
c/o Steve Helfman, General Counsel
1401 University Drive, Suite 200
Coral Springs, FL 33071

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the _____ day of _____, 2001, and TOWN, signing by and through its _____, duly authorized to execute same, and DEVELOPER signing by and through its legal representative duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By: _____
Chair

____ day of _____, 2001

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Assistant County Attorney

AGREEMENT AMONG BROWARD COUNTY AND THE TOWN OF DAVIE AND G.L. HOMES OF DAVIE ASSOCIATES II, LTD. FOR ARCHAEOLOGICAL SITE SHOWN ON LONG LAKE ESTATES II PLAT

TOWN

WITNESSES:

TOWN OF DAVIE

By: _____
Mayor-Commissioner
____ day of _____, 2001

ATTEST:

Town Clerk

By: _____
Town Administrator
____ day of _____, 2001

(CORPORATE SEAL)

APPROVED AS TO FORM

By: _____
City Attorney

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

BEFORE ME personally appeared _____ as _____ of TOWN OF DAVIE, known to me to be the person(s) described in and who executed the foregoing Agreement and acknowledged to and before me that they executed same for the purposes expressed herein. They are personally known to me or have produced _____ as identification and did/did not take an oath.

(Seal)

NOTARY PUBLIC:

My Commission Expires:

Print Name _____
Commission No: _____

AGREEMENT AMONG BROWARD COUNTY AND THE TOWN OF DAVIE AND G.L.
HOMES OF DAVIE ASSOCIATES II, LTD. FOR ARCHAEOLOGICAL SITE SHOWN
ON LONG LAKE ESTATES II

MORTGAGEE - LONG LAKE ESTATES II PLAT

Witnesses:

GMAC Residential Funding Corp.

William Tyson

William Tyson

Print name

Anita Tomascak

Anita Tomascak

Print name

By: Tad MacDonnell

Print Name Tad MacDonnell

Title: Managing Director

Address: 4800 Montgomery Lane,
Suite 300, Bethesda, MD 20814

this 17th day of August 2001

(CORPORATE SEAL)

STATE OF Maryland,
COUNTY OF Montgomery) SS

The foregoing instrument was acknowledged before me this 17th day of August 2001, by Tad MacDonnell, as Managing Director of GMAC Residential Funding Corp., a foreign corporation, on behalf of the corporation/partnership. He/she is personally known to me or has produced n/a as identification.

NOTARY PUBLIC:

(Seal)

My commission expires:

Belona Teresita Kidd

Print name:

Commission No:

BELONA TERESITA KIDD
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 1, 2005

DESCRIPTION: LONG LAKE ESTATES II

A PORTION OF BLOCK 1, BLOCK 1A AND BLOCK 4, MARTHA BRIGHT FARMS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK 4, THENCE ALONG THE NORTH LINE OF SAID BLOCK 4, BEING THE NORTH LINE OF SECTION 30, TOWNSHIP 50 SOUTH, RANGE 41 EAST, SOUTH 88°31'35" WEST 120.01 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF CANAL RIGHT OF WAY PARCEL 102-A AS DESCRIBED IN OFFICIAL RECORD BOOK 19867, PAGE 565 OF SAID PUBLIC RECORDS; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 102-A, THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 02°09'25" EAST 1.52 FEET; (2) SOUTH 01°59'28" EAST 443.38 FEET TO A POINT OF CURVATURE OF A 2396.83 FOOT RADIUS CURVE CONCAVE TO THE EAST; (3) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°41'08" AN ARC DISTANCE OF 488.83 FEET TO A POINT OF REVERSE CURVATURE OF A 2186.83 FOOT RADIUS CURVE CONCAVE TO THE WEST; (4) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'49" AN ARC DISTANCE OF 115.02 FEET TO A POINT OF NON-TANGENCY; (5) SOUTH 01°59'28" EAST 74.61 FEET TO A POINT ON A 2176.83 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS SOUTH 81°16'43" WEST; (6) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°45'07" AN ARC DISTANCE OF 180.54 FEET TO A POINT OF TANGENCY; (7) SOUTH 03°58'10" EAST 271.04 FEET TO THE NORTHERLY BOUNDARY OF A 50 FOOT CANAL RESERVATION AS SHOWN ON SAID PLAT; THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°19'48" WEST 2553.86 FEET TO THE WESTERLY BOUNDARY OF SAID BLOCK 4; THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 01°57'16" WEST 1472.62 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 4 AND THE SOUTHWEST CORNER OF SAID BLOCK 1A; THENCE ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 1A, NORTH 01°58'29" WEST 1270.46 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 1A, ALSO BEING THE SOUTHWEST CORNER OF BUCKRAM OAK FARM, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 150, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK 1A, ALSO BEING THE SOUTHERLY BOUNDARY OF SAID BUCKRAM OAK FARM, NORTH 88°31'35" EAST 1286.75 FEET; THENCE ALONG SAID SOUTHERLY BOUNDARY, DEPARTING SAID NORTHERLY BOUNDARY OF BLOCK 1A, NORTH 80°24'58" EAST 1169.54 FEET TO THE SOUTHEAST CORNER OF SAID BUCKRAM OAK FARM, ALSO BEING THE NORTHWEST CORNER OF CANAL RIGHT OF WAY PARCEL 104-A AS DESCRIBED IN OFFICIAL RECORD BOOK 19867, PAGE 565 OF SAID PUBLIC RECORDS, SAID POINT BEING ON A 2350.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS SOUTH 83°32'57" WEST; THENCE SOUTHERLY, ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 104-A AND THE WESTERLY BOUNDARY OF CANAL RIGHT OF WAY PARCEL 103-A AS DESCRIBED IN OFFICIAL RECORD BOOK 19867, PAGE 565 OF SAID PUBLIC RECORDS, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°17'38" AN ARC DISTANCE OF 176.11 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID WESTERLY BOUNDARY OF PARCEL 103-A, SOUTH 02°09'25" EAST 1259.64 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
Page 2 of 2

TOGETHER WITH A PORTION OF BLOCK 2 OF SAID MARTHA BRIGHT FARMS,
DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE ALONG THE EAST BOUNDARY OF SAID BLOCK 2, NORTH 01°58'29" WEST 66.50 FEET TO THE POINT OF BEGINNING ON A LINE PARALLEL WITH AND 66.50 FEET NORTHERLY OF THE SOUTH BOUNDARY OF SAID BLOCK 2; THENCE ALONG SAID PARALLEL LINE, SOUTH 88°31'35" WEST 2982.26 FEET TO A LINE PARALLEL WITH AND 15.00 FEET EASTERLY OF THE WEST BOUNDARY OF SAID BLOCK 2; THENCE ALONG SAID PARALLEL LINE, NORTH 00°08'03" WEST 1974.74 FEET TO THE SOUTHERLY BOUNDARY OF DAVIE FARMETTES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 72, PAGE 10 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY AND ITS EASTERLY PROLONGATION AND THE SOUTHERLY BOUNDARY OF HIATUS RANCHETTES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 92, PAGE 36 OF SAID PUBLIC RECORDS, AND ITS EASTERLY PROLONGATION, NORTH 88°30'46" EAST 2918.83 FEET TO THE EAST BOUNDARY OF SAID BLOCK 2; THENCE ALONG SAID EAST BOUNDARY, SOUTH 01°58'29" EAST 1974.97 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF SECTION 24, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE ALONG THE SOUTH LINE OF SAID SECTION 24, SOUTH 89°41'46" WEST 1319.68 FEET TO THE WEST LINE OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF SAID SECTION 24; THENCE ALONG SAID WEST LINE, NORTH 00°08'26" WEST 5279.13 FEET TO THE NORTH LINE OF SAID SECTION 24, THENCE ALONG SAID NORTH LINE, NORTH 89°39'55" EAST 1320.29 FEET TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 24, SOUTH 00°08'03" EAST 2639.92 FEET TO THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 24; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 24, SOUTH 00°08'03" EAST 2639.92 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 19,800,337 SQUARE FEET (454.553 ACRES) MORE OR LESS.

Description: ARCHAEOLOGICAL CULTURAL RESOURCE SITE NO. BB02147
 PINE ISLAND RIDGE / LONG KEY COMPLEX

A portion of Block 1A, MARTHA BRIGHT FARMS, according to the plat thereof, as recorded in Plat Book 15, Page 16 of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the Southeast corner of said Block 1A; thence along the East line of said Block 1A, North 02°09'25" West 588.53 feet; thence South 87°50'35" West 272.07 feet to the POINT OF BEGINNING; thence South 72°34'20" West 156.76 feet; thence South 66°33'31" West 102.35 feet; thence South 03°35'45" East 38.57 feet; thence South 36°55'06" West 150.75 feet; thence South 75°41'03" West 172.26 feet; thence North 51°00'26" West 76.16 feet; thence North 10°48'07" East 113.52 feet; thence North 69°05'43" East 126.59 feet; thence North 57°08'14" East 115.25 feet; thence North 04°39'02" East 65.50 feet; thence North 47°23'18" East 73.34 feet; thence South 85°15'41" East 110.66 feet; thence South 5°33'14" East 45.63 feet; thence South 70°29'13" East 69.90 feet; thence South 57°31'31" East 59.47 feet to the POINT OF BEGINNING.

Said lands situate, lying, and being in the Town of Davie, Broward County, Florida and containing 84,695 square feet (1.944 acres) more or less.

LEGEND:
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 P.B. = PLAT BOOK
 PG. PAGE
 B.C.R. = BROWARD COUNTY RECORDS
 O.R.B. = OFFICIAL RECORD BOOK

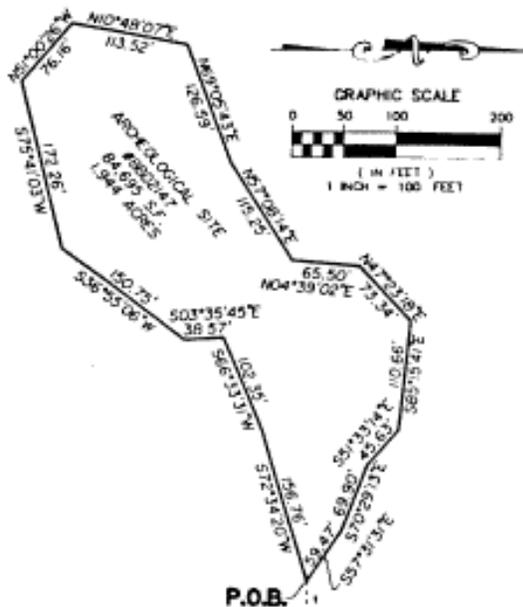
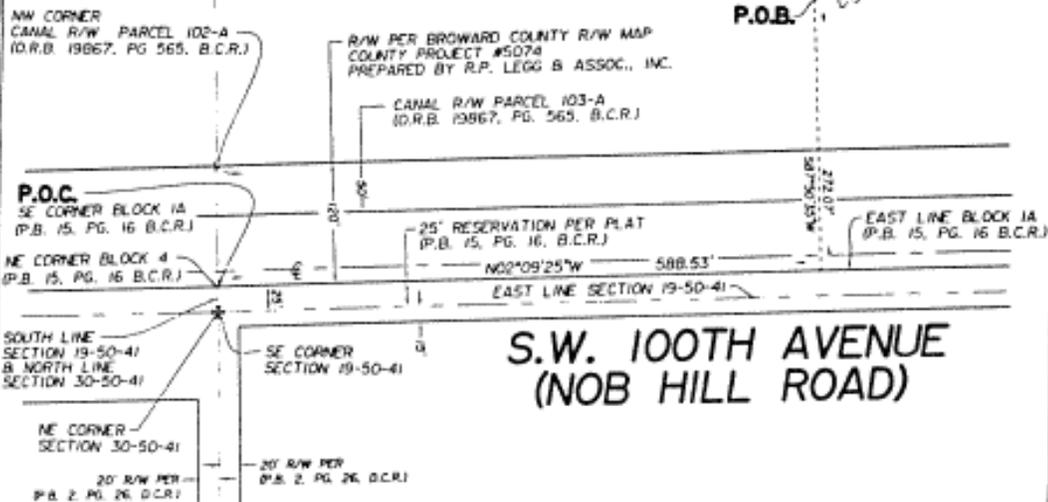


EXHIBIT C



SKETCH AND DESCRIPTION

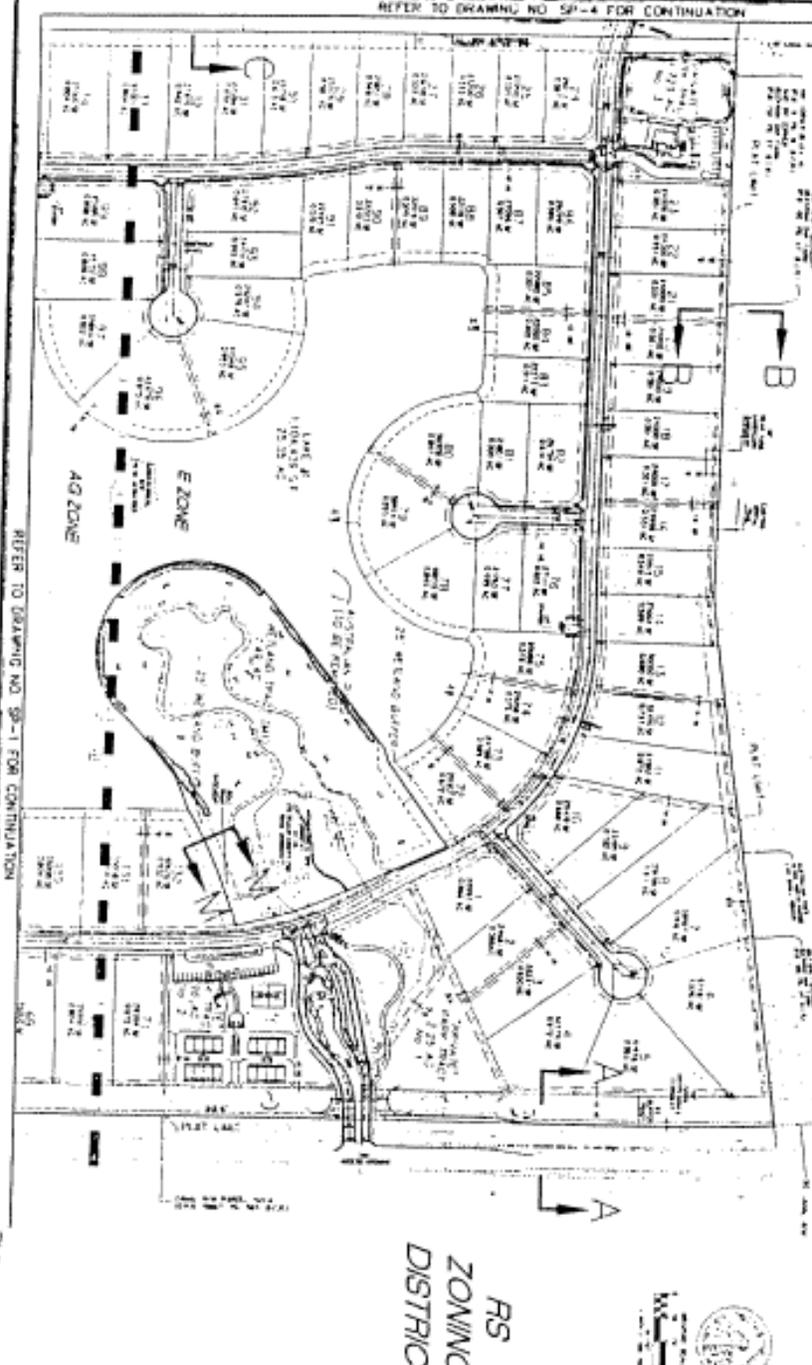
NOTE: THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.

CERTIFIED TO: G. L. HOMES		I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 49P17-4, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 475.007, FLORIDA STATUTES. DATED THE 17th DAY OF JANUARY, 2001 A.D.
MILLER LEGG ENGINEERS - PLANNERS - SURVEYORS LANDSCAPE ARCHITECTS ENVIRONMENTAL PROFESSIONALS 1800 N. DOUGLAS ROAD, SUITE 700 PLUMMER HAVEN, FLORIDA 33064 (305) 988-7000 FAX (305) 988-7008 OFFICE OF SURVEYING AND MAPPING		
DRAWN BY: RZ CHECKED BY: MR	REVISIONS:	PROJECT NO: 944108
		PLAN NO: 11-1A-41B

REFER TO DRAWING NO. SP-4 FOR CONTINUATION

E
ZONING
DISTRICT

PAGE 1
BUCKRAV OAK FAHM



REFER TO DRAWING NO. SP-1 FOR CONTINUATION

RS
ZONING
DISTRICT



EXHIBIT D

MILLER LEGG

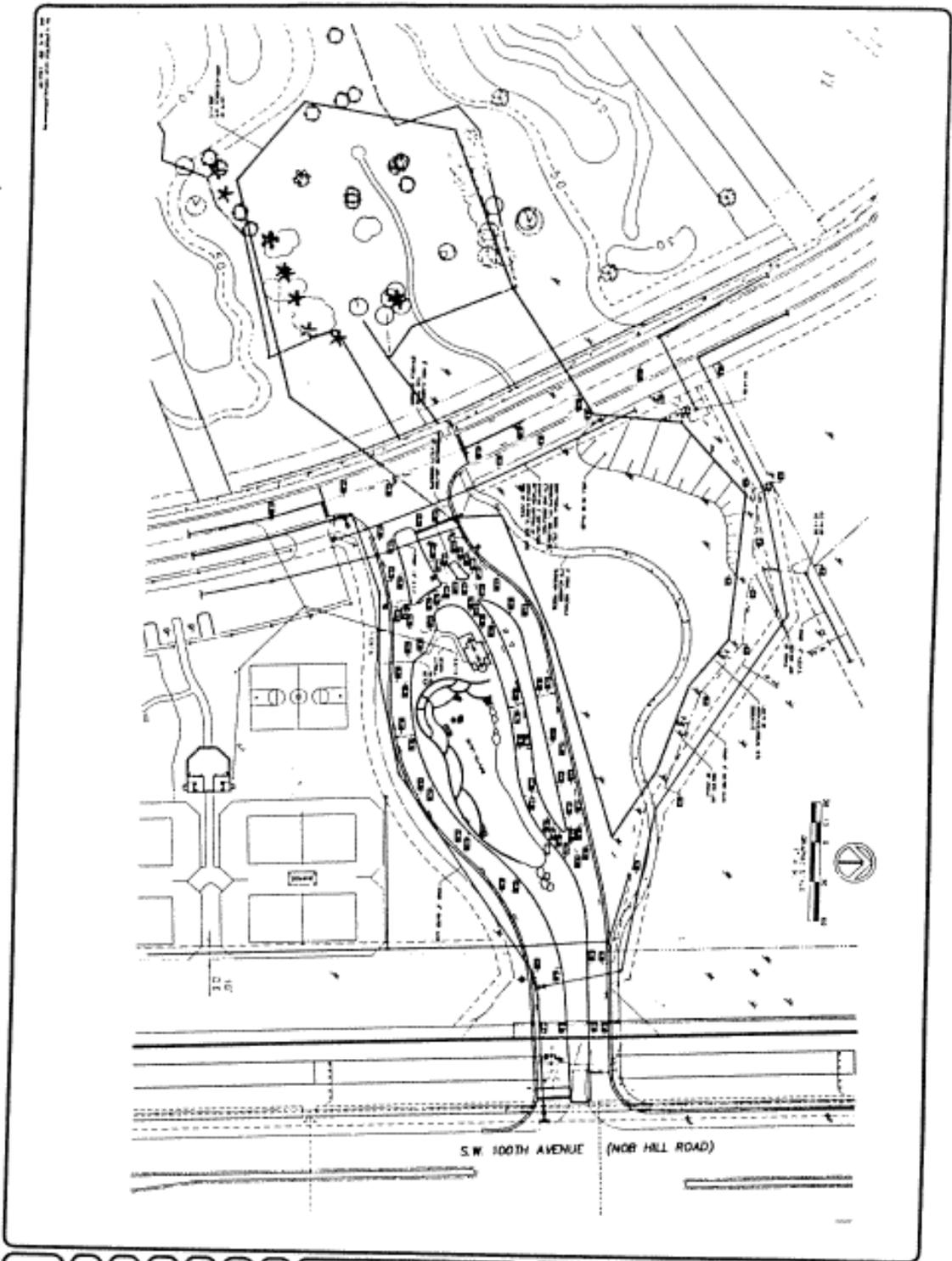
SITE PLAN

DATE: 11/11/11
SCALE: AS SHOWN

PROJECT: LONG LAKE RANCHES
TOWN OF DAVIE, FLORIDA
FOR: G.L. HOMES

LONG LAKE RANCHES
TOWN OF DAVIE, FLORIDA
FOR: G.L. HOMES

EXHIBIT E



NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10

LONG LAKE RANCHES

NO. 100

MAIN ENTRANCE PLAN

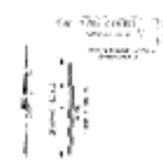
DATE	BY	CHKD.	APP'D.

TECH Sun-Tech Engineering, Inc.

1000 N. W. 10th St. Suite 1000
Fort Lauderdale, FL 33304
Phone: (305) 441-1111
Fax: (305) 441-1112

"LONG LAKE ESTATES II"

THIS PLAN IS A PART OF THE RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND IS SUBJECT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT, CHAPTER 464, CIVIL CODE, CALIFORNIA, AS AMENDED.

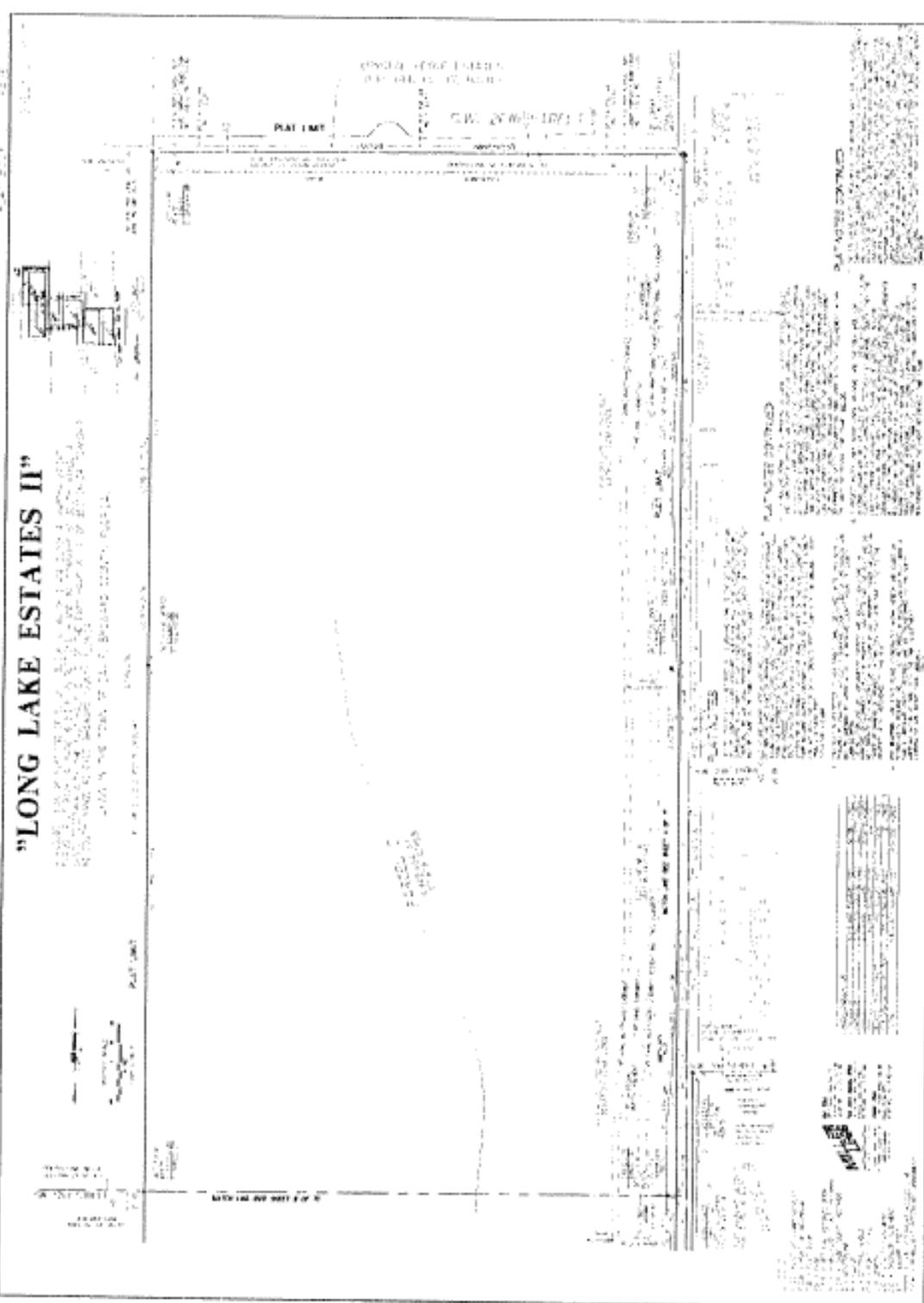


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96	0.12	...
97	0.12	...
98	0.12	...
99	0.12	...
100	0.12	...

PLAT LIMIT
 LONG LAKE ESTATES II
 SUBDIVISION MAP
 1958

"LONG LAKE ESTATES II"

THIS PLAN IS SUBJECT TO THE DEED OF CONVEYANCE TO THE TRUST OF THE "LONG LAKE ESTATES II" TRUST, DATED 10/15/1971, AND TO THE DEED OF CONVEYANCE TO THE TRUST OF THE "LONG LAKE ESTATES II" TRUST, DATED 10/15/1971.



SEE PLAN 100-100-100-100

"LONG LAKE ESTATES II"

THIS PLAN IS THE SECOND OF A SERIES OF PLANS FOR THE DEVELOPMENT OF THE TRACT OF LAND DESCRIBED IN THE FOREGOING PLAT.



MINIMUM CLEARANCE OF 8 FEET



EXISTING DRIVE



PLAT 1074

PLAT 1074

PLAT 1074
LAW, JOHN STREET

AS SHOWN ON P. 19 C.

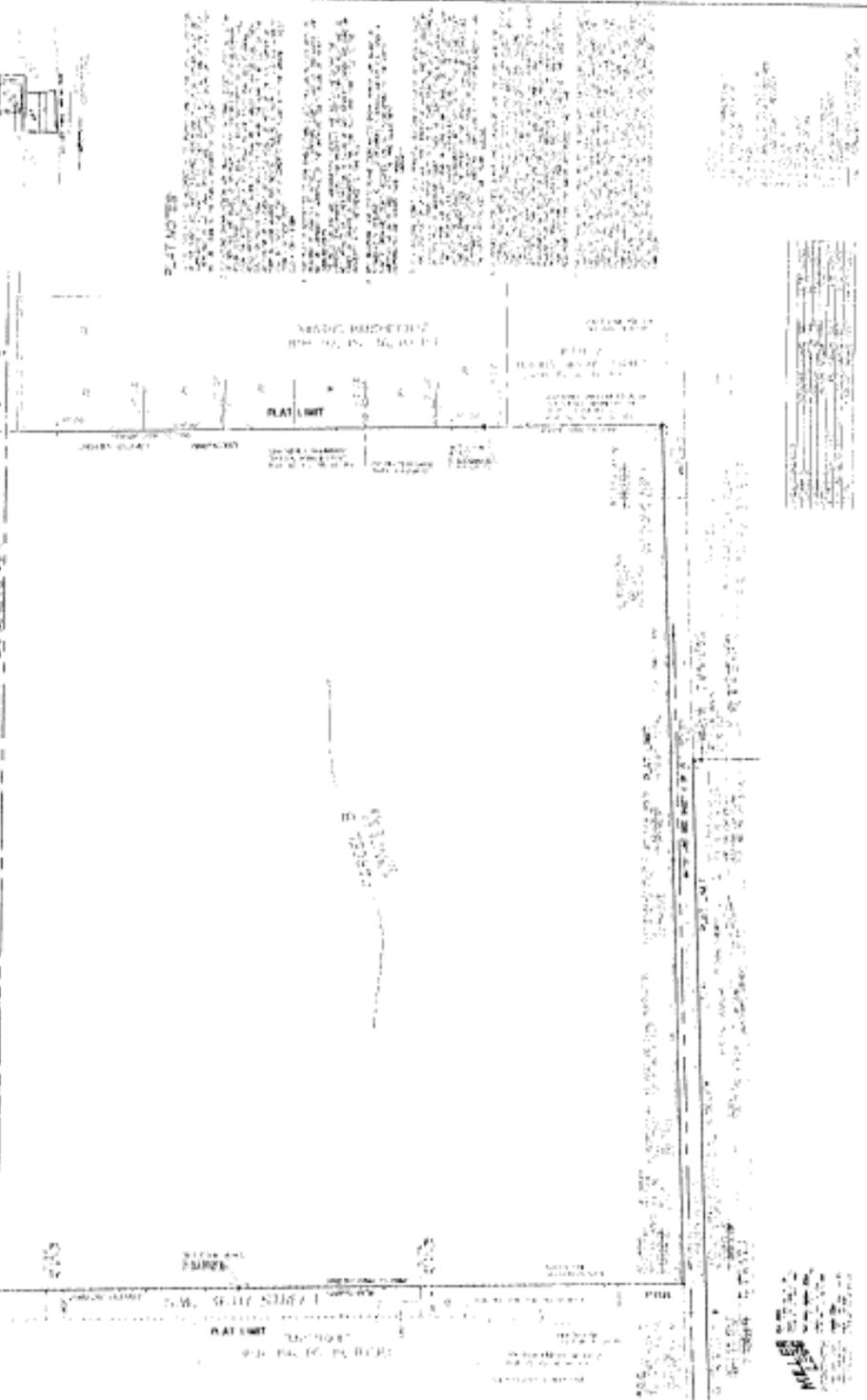
PLAT 1074

"LONG LAKE ESTATES II"

PLAT OF THE TRACT OF LAND BEING "LONG LAKE ESTATES II" IN THE COUNTY OF BREVARD, FLORIDA.



DATE OF SURVEY: 10/15/2010
BY: [Signature]



PLAT NOTES

1. THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN PLAT NO. 1 OF "LONG LAKE ESTATES II" BEING RECORDED IN PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BOOK 10, PAGE 10.

2. THE BOUNDARIES OF THIS TRACT ARE AS SHOWN ON THE SURVEY MAP ATTACHED HERETO.

3. THE AREA OF THIS TRACT IS 10.00 ACRES, MORE OR LESS.

4. THE TRACT IS BOUND BY THE TRACT KNOWN AS "LONG LAKE ESTATES I" BEING RECORDED IN PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BOOK 10, PAGE 10.

5. THE TRACT IS BOUND BY THE TRACT KNOWN AS "LONG LAKE ESTATES III" BEING RECORDED IN PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BOOK 10, PAGE 10.

6. THE TRACT IS BOUND BY THE TRACT KNOWN AS "LONG LAKE ESTATES IV" BEING RECORDED IN PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BOOK 10, PAGE 10.

7. THE TRACT IS BOUND BY THE TRACT KNOWN AS "LONG LAKE ESTATES V" BEING RECORDED IN PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BOOK 10, PAGE 10.

8. THE TRACT IS BOUND BY THE TRACT KNOWN AS "LONG LAKE ESTATES VI" BEING RECORDED IN PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BOOK 10, PAGE 10.

9. THE TRACT IS BOUND BY THE TRACT KNOWN AS "LONG LAKE ESTATES VII" BEING RECORDED IN PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BOOK 10, PAGE 10.

10. THE TRACT IS BOUND BY THE TRACT KNOWN AS "LONG LAKE ESTATES VIII" BEING RECORDED IN PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BOOK 10, PAGE 10.

11. THE TRACT IS BOUND BY THE TRACT KNOWN AS "LONG LAKE ESTATES IX" BEING RECORDED IN PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BOOK 10, PAGE 10.

12. THE TRACT IS BOUND BY THE TRACT KNOWN AS "LONG LAKE ESTATES X" BEING RECORDED IN PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BOOK 10, PAGE 10.

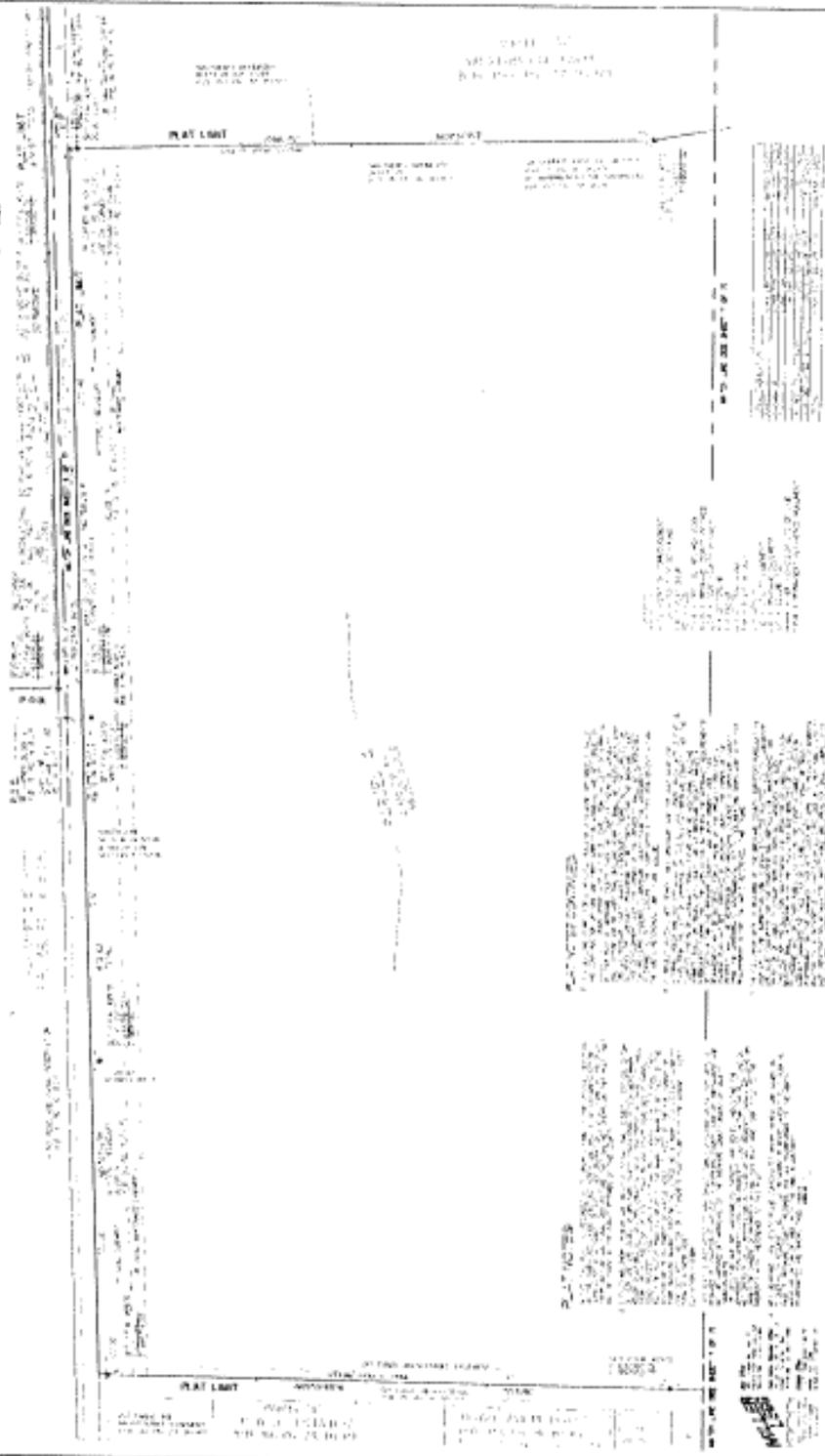
WATER

LOT NO.	ACRES
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2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
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96	1.00
97	1.00
98	1.00
99	1.00
100	1.00

WATER

"LONG LAKE ESTATES II"

THIS IS THE PLAN OF SALES BEING MADE BY THE
 DEVELOPER OF THE SALES BEING MADE BY THE
 DEVELOPER OF THE SALES BEING MADE BY THE
 DEVELOPER OF THE SALES BEING MADE BY THE



UNIT NO.	AREA (SQ. FT.)	PRICE
1	1,200	\$120,000
2	1,200	\$120,000
3	1,200	\$120,000
4	1,200	\$120,000
5	1,200	\$120,000
6	1,200	\$120,000
7	1,200	\$120,000
8	1,200	\$120,000
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10	1,200	\$120,000
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97	1,200	\$120,000
98	1,200	\$120,000
99	1,200	\$120,000
100	1,200	\$120,000

PLAT NOTES

1. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ATTACHED HERETO AS A PART OF THIS PLAN.

2. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ATTACHED HERETO AS A PART OF THIS PLAN.

3. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ATTACHED HERETO AS A PART OF THIS PLAN.

4. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ATTACHED HERETO AS A PART OF THIS PLAN.

5. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ATTACHED HERETO AS A PART OF THIS PLAN.

6. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ATTACHED HERETO AS A PART OF THIS PLAN.

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8. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ATTACHED HERETO AS A PART OF THIS PLAN.

9. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ATTACHED HERETO AS A PART OF THIS PLAN.

10. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ATTACHED HERETO AS A PART OF THIS PLAN.

LONG LAKE ESTATES II

DEVELOPER: [Name]

DATE: [Date]

"LONG LAKE ESTATES II"

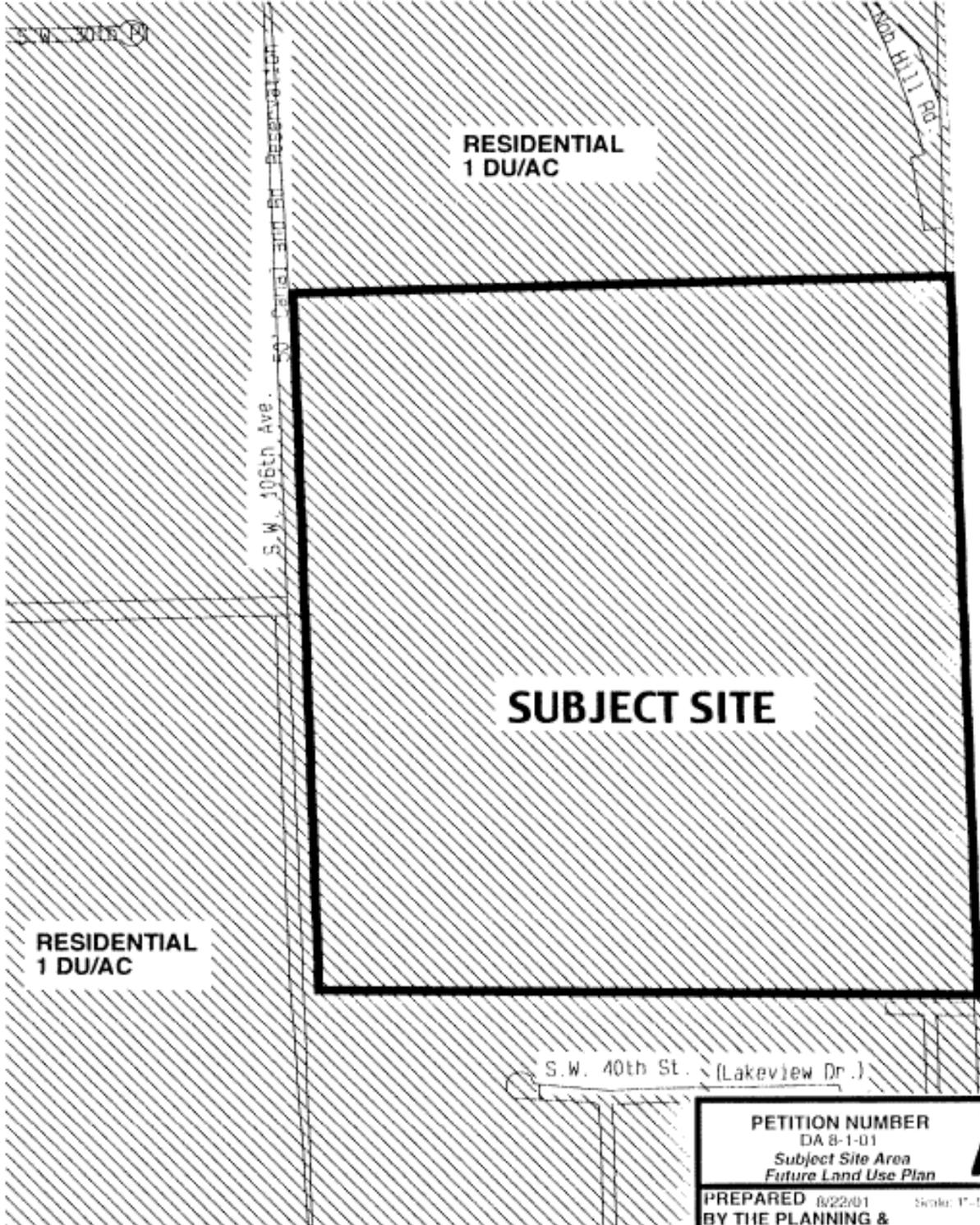
THIS PLAN IS THE SECOND OF TWO PLANS FOR THE DEVELOPMENT OF THE TRACT OF LAND DESCRIBED IN THE FIRST PLAN OF THIS SERIES, AND IS SUBJECT TO THE RESTRICTIONS AND COVENANTS THEREIN.

THE TRACT OF LAND DESCRIBED IN THIS PLAN IS SITUATED IN THE TOWNSHIP OF SOUTH, COUNTY OF SHERBURNE, VERMONT.



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VERMONT ENGINEERS ASSOCIATION
REGISTERED ENGINEER
NO. 12345
DATE: 10/15/2023



**RESIDENTIAL
1 DU/AC**

SUBJECT SITE

**RESIDENTIAL
1 DU/AC**

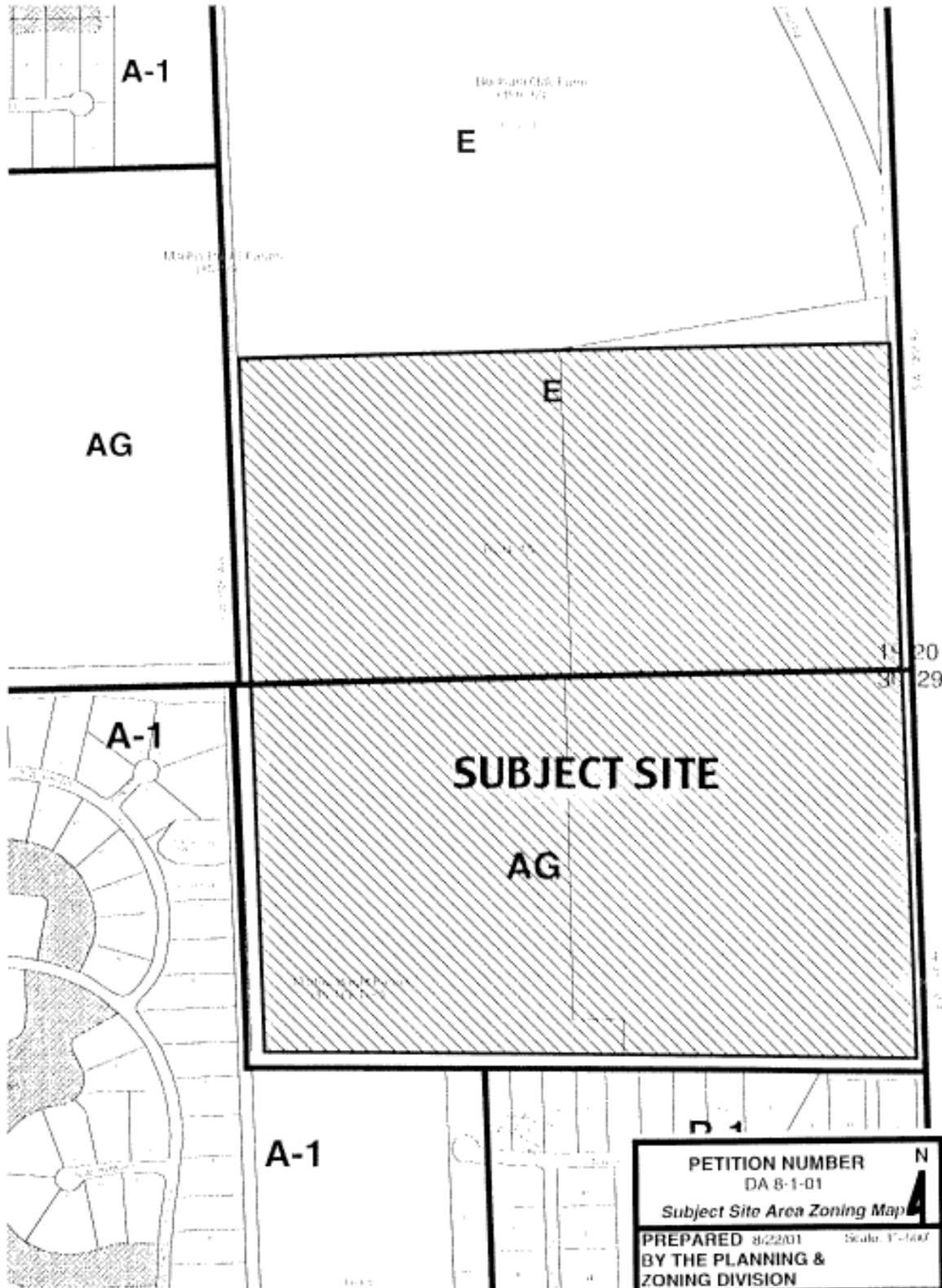
S.W. 40th St. (Lakeview Dr.)

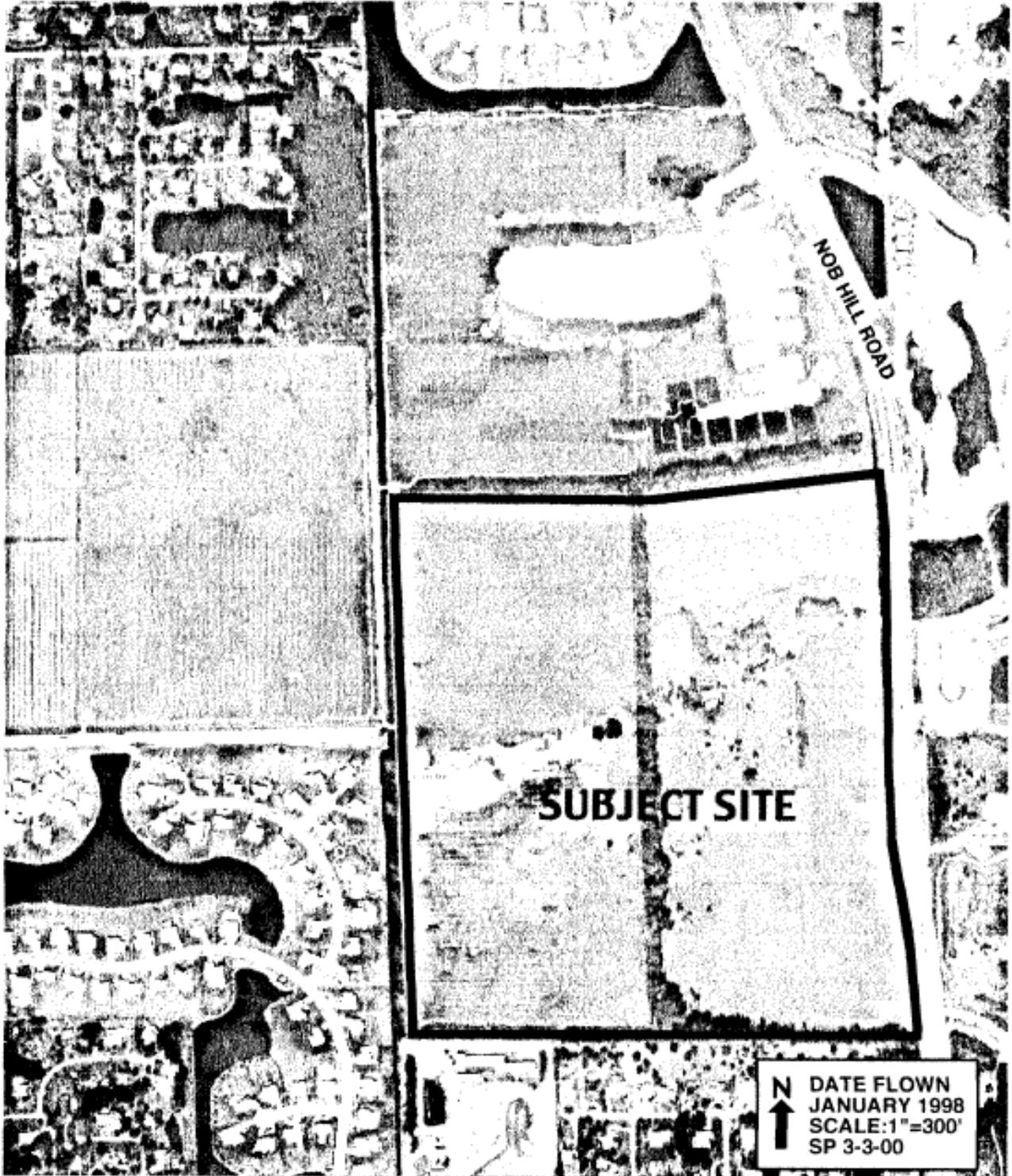
PETITION NUMBER		N 4
DA 8-1-01		
<i>Subject Site Area Future Land Use Plan</i>		
PREPARED	8/22/01	Scale: 1"=500'
BY THE PLANNING & ZONING DIVISION		

S.W. 106th Ave.

S.W. 100th Ave.

MOB. HILL RD.





NOB HILL ROAD

SUBJECT SITE

N
↑
DATE FLOWN
JANUARY 1998
SCALE: 1"=300'
SP 3-3-00