

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Gary Shimun, Town Administrator / 954-797-1030

PREPARED BY: Phillip R. Holste, Program Manager / 954-797-1041

SUBJECT: Resolution

AFFECTED DISTRICT: 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE JOINT CONSERVATION EASEMENT FOR THE VAN KIRK PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The Town of Davie and Home Dynamics have a wetland mitigation agreement for the Van Kirk property through R2004-81. The project is currently in wetland permitting through the South Florida Water Management District (SFWMD). As part of the permitting, the Town needs to execute a joint conservation easement for the wetland portion of the project. Upon execution, this document will be sent to Broward County and SFWMD for approval. Florida Communities Trust (FCT), Broward County, and South Florida Water Management District (SFWMD) have reviewed the proposed easement language.

PREVIOUS ACTIONS: None

CONCURRENCES: Not Applicable

FISCAL IMPACT: No

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve

Attachment(s): Resolution, Conservation Easement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE JOINT CONSERVATION EASEMENT FOR THE VAN KIRK PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie and Home Dynamics have an agreement for wetland mitigation at the Van Kirk site; and

WHEREAS, the project is currently being permitted through SFWMD; and

WHEREAS, SFWMD requires the placement of a conservation easement over the proposed wetland; and

WHEREAS, this application will further the Van Kirk wetland permitting process.

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 hereby approves the joint conservation easement and authorizes the Mayor to execute the easement of which is attached as Exhibit "A", on behalf of the Town.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCILMEMB

ER
ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

Exhibit A: Conservation Easement

Document prepared by:

Return recorded document to:
Environmental Protection Department
115 S. Andrews Ave., Room A-240
Ft. Lauderdale, FL 33301

JOINT DEED OF CONSERVATION EASEMENT AND AGREEMENT

THIS JOINT DEED OF CONSERVATION EASEMENT AND AGREEMENT ("Conservation Easement") is given this _____ day of _____, 20_07_, by Town of Davie, ("Grantor") whose mailing address is 6591 Orange Drive, Davie, FL 33314, to the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, and Broward County, a political subdivision of the state of Florida, (collectively referred to as "Grantees"), 115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301. 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 "Grantees" shall include any successors, successors-in-interest or assignees of Grantees

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands 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 desires to construct wetland mitigation for Sierra Ranch ("Project") on the Property, which Project is subject to the regulatory jurisdiction of South Florida Water Management District ("District") and the Broward County Environmental Protection Department ("EPD or the County"); and

WHEREAS, EPD License No. _____ ("EPD License") as may be modified or reissued and District Permit No. _____ ("District Permit") as may be modified authorize certain activities which affect waters in or of the State of Florida, and/or regulated aquatic or wetland resources located in Broward County, Florida; and

WHEREAS, the Grantor has developed and proposed as part of the license and permit conditions a conservation tract, and buffers, as described in Exhibit B attached hereto and incorporated by reference, involving creation, restoration, enhancement and/or preservation of the wetland and/or upland systems ("Conservation Area"); and

WHEREAS, the Grantor, in consideration of the consent granted by the EPD License and District Permit, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes over the Conservation Area; and

WHEREAS, Grantor has acquired the property with partial funding from the Florida Communities Trust (FCT), and the Property is subject to certain limitations provided in the FCT Grant Award Agreement (as recorded in OR Book 38463, Pages 1861-1871 in Broward County) (the "Agreement,"); and

WHEREAS, as part and condition of the FCT funding, the Town provided and FCT approved a Management Plan for the project site, and together with the Agreement, the terms of which are hereby incorporated herein by reference; and

WHEREAS, Grantor intends that the conservation and recreation values of the Property be preserved and enhanced in accordance with the Management Plan, as it may be amended from time to time only after review and approval by FCT; and

WHEREAS, all activities by the Grantor and Grantees shall be consistent with the Agreement and Management Plan.

NOW, THEREFORE, in consideration of the issuance of the EPD License and District Permit, to construct and operate the permitted activity, and as an inducement to Grantees in issuing the EPD License and District Permit, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for and in favor of the Grantees upon the Conservation Area which shall run with the land(s) as described in Exhibits A and 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 and/or water of the Conservation Area in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. It is the purpose and intent of this Conservation Easement to assure that the Conservation Area will be retained and maintained forever predominantly in the vegetative and hydrologic condition as specified in the EPD License and District Permit. To carry out this purpose, the following rights are conveyed to Grantees by this easement:
 - (a) To enter upon and cross such portions of 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 restoration, creation, enhancement, maintenance, and monitoring activities, surface water management improvements, or other activities and improvements related to the Conservation Area that are permitted or required by the EPD License and the District Permit, or are otherwise provided for in Section 4. Passive Recreational Facilities, the following activities are prohibited in or on the Conservation Area:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- (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 as approved by EPD and District;
- (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 or water area to remain in its natural or enhanced vegetative and hydrologic condition as specified in the EPD License and District Permit;
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; including but not limited to ditching, diking and fencing;
- (g) Acts or uses detrimental to said aforementioned retention and maintenance of land or water areas; and
- (h) Acts or uses detrimental to the preservation of any features or aspects of the Conservation Area having historical, archeological or cultural significance.

4. Passive Recreational Facilities. 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 any District rule, criteria, permit or any County ordinance, license or approval, and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary

to the purpose of this Conservation Easement may be permitted upon written approval by the County and the District.

a. The Grantor may conduct limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or mulched walking trails.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

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

iii. 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;

iv. This Conservation Easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, District or local permitting requirements.

5. No Dedication. No right of access by the general public to any portion of the Conservation Area is conveyed by this Conservation Easement.

6. Grantees' Liability. Grantees 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 Grantees from the same.

7. Acts Beyond Grantor's Control. Should any Conservation Area be injured 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 a condition that satisfies the EPD licenses and District Permit requirements prior to either Grantees bringing any action for noncompliance with the EPD license and District Permit.

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 Grantees may, but shall not be obligated to, elect to pay the lien on behalf of the Grantor and Grantor shall reimburse Grantees for the amount paid by the Grantees, together with Grantees' 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 Grantees, the debt owed to Grantees shall constitute a lien against the Conservation Area and/or Property which shall automatically relate back to the recording date of this Conservation Easement. Grantees 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 Grantees by injunctive relief and other available remedies. In any action in which the Grantees prevail, the Grantees 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 or to the vegetative and hydrologic condition required by the aforementioned EPD License and District Permit. 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 Grantees, and any forbearance on behalf of Grantees 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. Grantees will hold this Conservation Easement exclusively for conservation purposes. Grantees will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

11. Restoration. Grantor agrees to restore the Conservation Area to the vegetative and hydrologic condition required by the aforementioned EPD License and District Permit 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 Exhibits A and B, and shall be binding upon the Grantor, and shall inure to the benefit of the Grantees, 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 Exhibits A and B, 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 Exhibits A or B. Any future holder of the Grantor's interest in the land(s) described in Exhibits A or B 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 Grantees.

TO HAVE AND TO HOLD unto Grantees 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 Exhibits A and B.

Grantor hereby covenants with said Grantees 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, _____ has hereunto set its authorized hand this ____ day of _____, 20 ____.

OWNER - CORPORATION/PARTNERSHIP

Witnesses (if partnership)

(Signature)
Print Name _____

(Signature)
Print Name _____

Name of Owner (corporation/partnership)

By _____
(Signature)

Print Name: _____

Title _____

Address _____

____ day of _____, 20 ____.

ATTEST (if corporation)

Corporate Secretary Signature
Print Name of Corporate Secretary _____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by _____ as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/partnership. He or she is:
[] personally known to me, or
[] produced identification. Type of identification produced _____.

NOTARY PUBLIC-STATE OF FLORIDA:

Signature of Notary Public-State of Florida

Print, type, or stamp Commissioned Name
My commission expires:
Affix Seal Below

Mortgage Subordination

By signing below mortgage holder agrees the lien of any mortgage on the real property described in Exhibit "A" and Exhibit "B" shall be subordinate to the subject conservation easement.

MORTGAGEE

Witnesses (if partnership)

(Signature)
Print Name _____

(Signature)
Print Name _____

Name of Mortgagee (corporation/partnership)

By _____
(Signature)

Print Name: _____

Title _____

Address _____

____ day of _____, 20 ____.

ATTEST (if corporation)

Corporate Secretary Signature
Print Name of Corporate Secretary _____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by _____ as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/partnership. He or she is:
[] personally known to me, or
[] produced identification. Type of identification produced _____.

NOTARY PUBLIC-STATE OF FLORIDA:

Signature of Notary Public-State of Florida

Print, type, or stamp Commissioned Name

My commission expires:

Affix Seal Below

ACCEPTANCE BY BROWARD COUNTY

The Broward County Board of County Commissioners hereby accepts this Conservation Easement for EPD License No. _____.

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 _____
Mayor

_____ day of _____, 20 _____.

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

Daphne E. Jones
Assistant County Attorney

DESCRIPTION

ALL OF BLOCK 1, LESS THE NORTH 1,196 FEET THEREOF, OF "VAN KIRK GROVE" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, AT PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

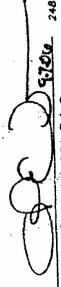
SAID PARCEL OF LAND CONTAINING 115.0504 ACRES.

EXHIBIT 'A'

CERTIFICATION

I HEREBY CERTIFY THAT THE HEREIN CAPTIONED SKETCH AND THE DESCRIPTION ON WHICH IT IS BASED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION, SUPERVISION AND RESPONSIBLE CHARGE. I FURTHER CERTIFY THAT THIS SKETCH MEETS THE APPLICABLE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS IN THE STATE OF FLORIDA, PURSUANT TO SECTION 472.027, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SUN-TECH ENGINEERING, INC.
DATE OF PREPARATION 09-07-2006


24833k2b29y.dwg

CHARLES E. ROSSI, P.L.S.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 4798
JOB No.: 01-2483

SURVEYOR'S NOTES

1. THE BASIS OF THIS SKETCH AND DESCRIPTION IS FROM VAN KIRK MITIGATION PLAN PREPARED BY J.J. GOLDASICH & ASSOCIATES. THE SURVEYOR HAS REVIEWED THE RIGHT TO UTILIZE ANY AND ALL INFORMATION PROVIDED IN THE PREPARATION OF THIS SKETCH OF DESCRIPTION FOR THE INTENDED PURPOSES.
2. THIS DRAWING MAY NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE PERMISSION OF SUN-TECH ENGINEERING, INC. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
3. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. SUN-TECH ENGINEERING, INC. IS AUTHORIZED TO PROVIDE SURVEYING AND MAPPING SERVICES BY THE STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF CHAPTER 472, REGULATION 61G17-6.006 FLORIDA ADMINISTRATIVE CODE.
5. THIS DRAWING AND ACCOMPANYING DESCRIPTION WAS PREPARED PURSUANT TO CHAPTER 61G17-6.006 FLORIDA ADMINISTRATIVE CODE. USES INCONSISTENT WITH ITS INTENDED PURPOSE ARE PROHIBITED. THIS SKETCH IS NOT TO BE REPRODUCED FOR ANY OTHER INTENDED PURPOSE ARE PROHIBITED. THIS SKETCH IS NOT TO BE REPRODUCED FOR ANY OTHER INTENDED PURPOSE ARE PROHIBITED. THIS SKETCH IS NOT TO BE REPRODUCED FOR ANY OTHER INTENDED PURPOSE ARE PROHIBITED.
6. LEGAL SHOWN HEREIN WAS PROVIDED BY THE CLIENT AND APPEARS HEREIN VERBATIM.

DATE

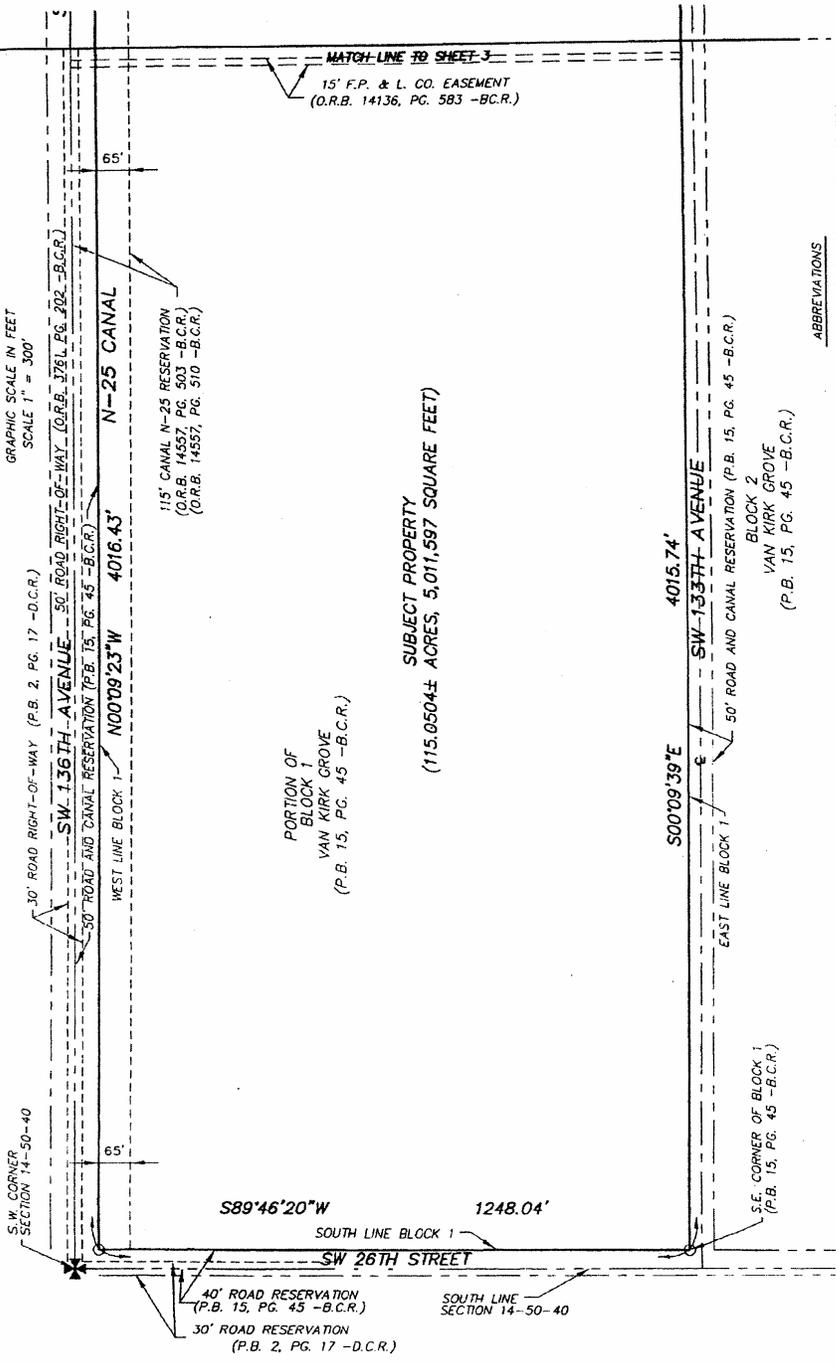
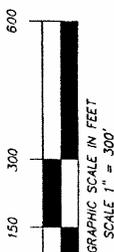
REVISION

BY

CHK.

TECH
Engineering - Surveying - Planning
Certificate of Authorization Number LB 7019
1600 West Oakland Park Boulevard Phone (954) 777-3123
Ft. Lauderdale, FL 33311 Fax (954) 777-3114

Sun-Tech Engineering, Inc.



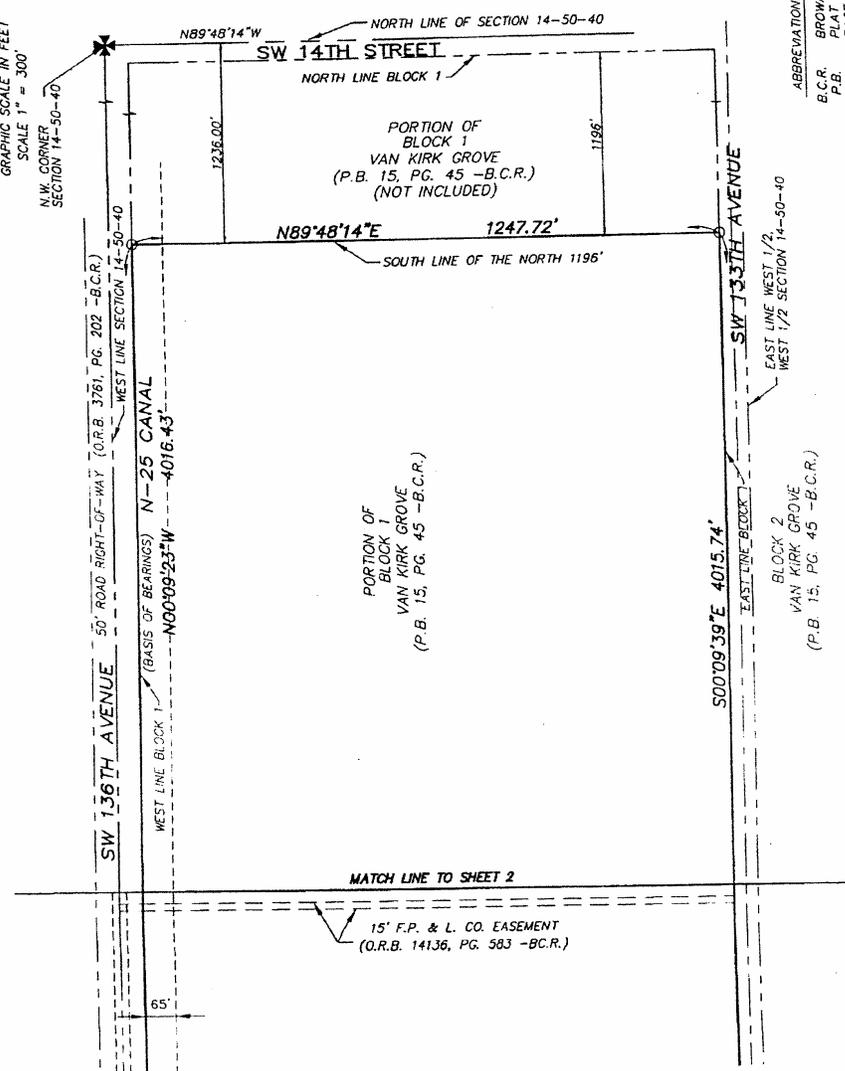
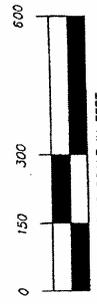
- ABBREVIATIONS
- B.C.R. BROWARD COUNTY RECORDS
 - P.B. PLAT BOOK
 - P.G. PAGE
 - D.C.R. DADE COUNTY RECORDS
 - P.O.C. POINT OF COMMENCEMENT
 - F.P. & L.CO. FLORIDA POWER & LIGHT COMPANY
 - O.R.B. OFFICIAL RECORDS BOOK

MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF

Sun-Tech Engineering, Inc.
 Engineering - Surveying - Planning
 Certificate & Authorization Number LP 9740

TECH

1600 West Oakland Park Boulevard
 Ft. Lauderdale, FL 33311
 Phone (954) 777-3123
 Fax (954) 777-3114



- ABBREVIATIONS
- B.C.R. BROWARD COUNTY RECORDS
 - P.B. PLAT BOOK
 - PG. PAGE
 - D.C.R. DADE COUNTY RECORDS
 - P.O.C. POINT OF COMMENCEMENT
 - F.P. & L.CO. FLORIDA POWER & LIGHT COMPANY
 - O.R.B. OFFICIAL RECORDS BOOK

MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF

TECH
Sun-Tech Engineering, Inc.
Engineering - Surveying - Planning
Certificate of Authorization Number LP 2019
1800 West Oakland Park Boulevard
Ft. Lauderdale, FL 33311
Phone (954) 777-3123
Fax (954) 777-3114

DESCRIPTION CONSERVATION EASEMENT

A PARCEL OF LAND, BEING A PORTION OF BLOCK 1, VAN KIRK GROVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 1; THENCE ALONG THE EAST LINE OF SAID BLOCK 1, NORTH 00°09'39" WEST, 25.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 25.00 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 1, SOUTH 89°46'20" WEST, 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE, SOUTH 89°46'20" WEST, 192.41 FEET TO A POINT ON THE ARC OF A TANGENT CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 84.50 FEET, A CENTRAL ANGLE OF 69°32'20", AN ARC DISTANCE OF 102.56 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 280.67 FEET, A CENTRAL ANGLE OF 142°32'11", AN ARC DISTANCE OF 698.24 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 72°59'51", AN ARC DISTANCE OF 70.07 FEET TO A POINT ON THE AFOREMENTIONED LINE BEING 25.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 1; THENCE ALONG SAID LINE, SOUTH 89°46'20" WEST, 277.50 FEET; THENCE ALONG A LINE PARALLEL WITH AND 90.00 FEET EAST OF THE WEST LINE OF SAID BLOCK 1, NORTH 0°09'23" WEST, 3,031.38 FEET; THENCE NORTH 89°48'14" EAST, 670.70 FEET TO A POINT ON THE ARC OF A TANGENT CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 96°37'06", AN ARC DISTANCE OF 91.06 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 6°43'41", AN ARC DISTANCE OF 117.43 FEET. THENCE TANGENT TO SAID CURVE, NORTH 00°05'11" WEST, 256.11 FEET; THENCE NORTH 88°01'24" EAST, 10.59 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 40°27'49" EAST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 53°13'36", AN ARC DISTANCE OF 37.16 FEET; THENCE TANGENT TO SAID CURVE, NORTH 3°41'25" WEST, 125.04 FEET; THENCE NORTH 18°39'00" WEST, 180.71 FEET TO A POINT ON THE ARC OF A TANGENT CURVE; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 177.00 FEET, A CENTRAL ANGLE OF 59°22'46", AN ARC DISTANCE OF 183.44 FEET. THENCE ALONG A LINE PARALLEL WITH AND 1,221.00 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 1, NORTH 89°48'14" EAST, 421.21 FEET. THENCE ALONG A LINE PARALLEL WITH AND 25.00 FEET WEST OF THE EAST LINE OF SAID BLOCK 1, SOUTH 00°09'39" EAST, 3,965.75 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND SITUATE IN BROWARD COUNTY, FLORIDA, AND CONTAINING 85.5535 ACRES (3,726,709 SQUARE FEET), MORE OR LESS.

EXHIBIT 'B'

DATE	REVISION	BY	CHK
9-13-06	ADDED EXHIBIT 'B'	VV	CER

SURVEYOR'S NOTES

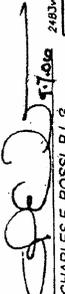
- THE BASIS OF THIS SKETCH AND DESCRIPTION IS FROM VAN KIRK MITIGATION PLAN PREPARED BY J.J. GOLDSMITH & ASSOCIATES.
- SUN-TECH ENGINEERING, INC. RESERVES THE RIGHT TO UTILIZE ANY AND ALL INFORMATION CONTAINED IN THE PREPARATION OF THIS SKETCH OF DESCRIPTION FOR ANY OTHER PURPOSES.
- THIS DRAWING MAY NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE PERMISSION OF SUN-TECH ENGINEERING, INC. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
- THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- SUN-TECH ENGINEERING, INC. IS AUTHORIZED TO PROVIDE SURVEYING AND MAPPING SERVICES BY THE STATE OF FLORIDA DEPARTMENT OF BUSINESS PROFESSIONAL REGULATION, LICENSE NO. 157018, PURSUANT TO THE PROVISIONS OF CHAPTER 472, BROWARD COUNTY.
- BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, AND ARE RELATIVE TO THE WEST LINE OF BLOCK 1, BEARING NORTH 00°09'23" WEST.
- THIS DRAWING AND ACCOMPANYING DESCRIPTION WAS PREPARED PURSUANT TO CHAPTER 81G17.6,06 FLORIDA ADMINISTRATIVE CODE. USES INCONSISTENT WITH ITS INTENDED PURPOSE ARE PROHIBITED. THIS SKETCH IS NOT A SURVEY.

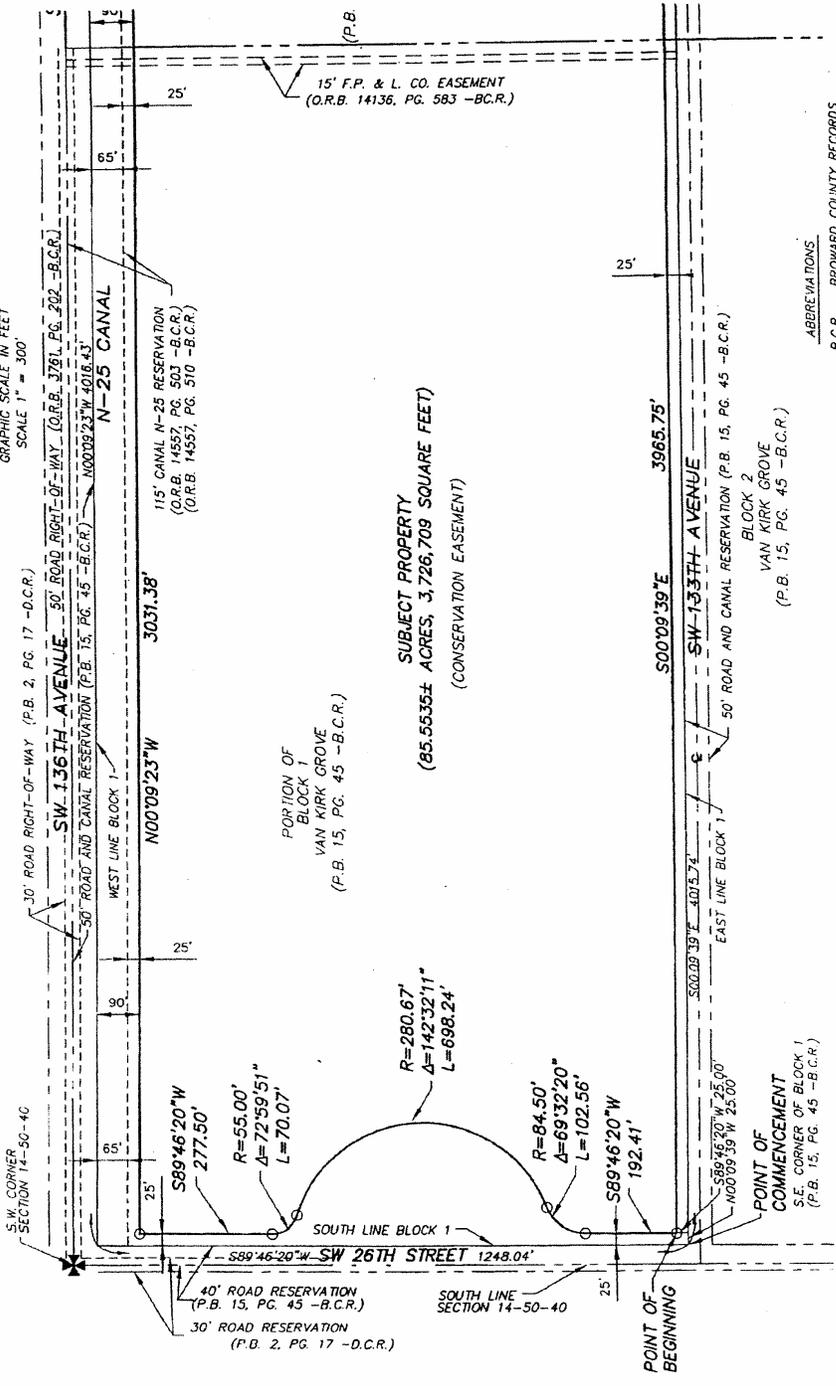
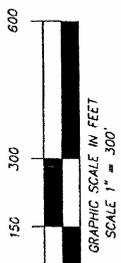
CERTIFICATION

I HEREBY CERTIFY THAT THE HEREIN CAPTIONED SKETCH AND THE DESCRIPTION ON WHICH IT IS BASED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND I AM RESPONSIBLE UNDER MY OATH AND PROFESSIONAL RESPONSIBILITY TO CHARGE UNDER MY DIRECTION THAT THIS SKETCH MEETS THE APPLICABLE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS IN THE STATE OF FLORIDA (CHAPTER 81G17-6 FLORIDA ADMINISTRATIVE CODE), PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

SUN-TECH ENGINEERING, INC.
DATE OF PREPARATION 08-03-2008

TECH
Sun-Tech Engineering, Inc.
Engineering - Surveying - Planning
Certificate of Authorization Number LB 7019
1600 West Oakland Park Boulevard Phone (954) 777-3123
Ft. Lauderdale, FL 33311 Fax (954) 777-3114


CHARLES E. ROSSI, P.L.S.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4736
2483-jan16k1em19p41.dwg
JOB NO.: 01-2483



- ABBREVIATIONS:
- B.C.R. BROWARD COUNTY RECORDS
 - P.B. PLAT BOOK
 - P.C. PAGE
 - D.C.R. DADE COUNTY RECORDS
 - P.O.C. POINT OF COMMENCEMENT
 - F.P. & L.CO. FLORIDA POWER & LIGHT COMPANY
 - O.R.B. OFFICIAL RECORDS BOOK

Sun-Tech Engineering, Inc.
 Engineering - Surveying - Planning
 Certificate of Authorization Number LP 7013
 1600 West Oakland Park Boulevard Phone (954) 777-3123
 Ft. Lauderdale, FL 33311 Fax (954) 777-3114

MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF

