

**RESOLUTION NO. 2010-032**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FISIKELLI PLAT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE PLAT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, the Fisikelli Plat is legally described as:

A REPLAT OF A PORTION OF TRACTS 36 ACCORDING TO THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORD OF DADE COUNTY, FLORIDA.

**WHEREAS**, the Fisikelli Plat contains two lots, Parcel A and Parcel B; and

**WHEREAS**, Parcel A is located on the eastern half of the plat with frontage on SW 166<sup>th</sup> Avenue, and contains 1.001 net acres and Parcel B is on the western half of the plat, and contains 1.003 net acres; and

**WHEREAS**, the Applicant is platting the site in order to construct a single-family home on Parcel B of the plat; and

**WHEREAS**, a portion of the plat has an Estate (1) Residential land use plan designation, and a portion has a Rural Estates land use plan designation, both of which allow residential development at a density of one unit per one (1) net acre; and

**WHEREAS**, the majority of Parcel B of the plat has a zoning designation of Rural Estate (RE); and

**WHEREAS**, Parcel A and a portion of Parcel B are within the Agricultural Estate District (A-1) zoning district; and

**WHEREAS**, Rural Estate (RE) District requires one (1) net acre per single-family residence, and the Agricultural Estate (A-1) District requires 2 net, or 2.5 gross acres per single-family residence; and

**WHEREAS**, the Applicant is requesting to change the Agricultural Estate (A-1) District to Rural Estate (RE) District to reflect the lot configuration shown on the plat; and

**WHEREAS**, the rezoning application is submitted for the Town Council's consideration concurrently with the plat application; and

**WHEREAS**, the plat approval is contingent upon the Town Council's approval of the rezoning application; and

**WHEREAS**, in 2006, 8.57 acres to the west of Parcel A and inclusive of Parcel B were rezoned from Agricultural Estate (A-1) District to Rural Estate (RE) District; and

**WHEREAS**, access to Parcel A is from both SW 166<sup>th</sup> Avenue and SW 69<sup>th</sup> Street; and

**WHEREAS**, access to Parcel B will be provided from SW 69<sup>th</sup> Street, which will function as a shared driveway until such time as it must comply with public street standards that apply to access for four (4) or more homes; and

**WHEREAS**, a temporary turnaround easement will be recorded just West of Parcel B by a separate instrument prior to plat recordation and the Applicant has provided the easement deed and recording fee to the Town Attorney's Office; and

**WHEREAS**, the Applicant intends to utilize the City of Pembroke Pines potable water system, which currently serves Parcel A; and

**WHEREAS**, sanitary sewer service will be via septic system; and

**WHEREAS**, South Broward Drainage District has issued preliminary approval for this plat and any additional required drainage easements or surface-water management areas will be designated by a separate instrument; and

**WHEREAS**, the plat creates a twelve (12) foot utility easement on the perimeter of the plat, which will be a utility/trail easement for the portion of the plat abutting SW 166<sup>th</sup> Avenue; and

**WHEREAS**, overlying the north-side of the utility easement, there is an existing ten (10) foot Florida Power & Light easement (O.R. Book 10042, Page 664 BCR); and

**WHEREAS**, according to the Town Engineer, adequate right-of-way already exists for SW 166<sup>th</sup> Avenue.

**NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:**

**Section 1.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** That, at a duly noticed public hearing held on January 21, 2010, following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves the Fisikelli Plat subject to the following stipulated conditions:

- a. The approval of the plat is contingent upon adoption of an Ordinance on second reading for the rezoning of Parcel A from the Agricultural Estates (A-1) District to the Rural Estates (RE) District.
- b. That the Applicant shall designate a utility/recreation and equestrian trail easement within the twelve (12) foot utility easement shown on the plat along SW 166<sup>th</sup> Avenue.
- c. That by April 21, 2010, the Applicant shall remove all structures located within twenty-five (25) feet of the new side lot lines created by Parcel B.
- d. That there is sufficient capacity of the regional roadway network as determined by Broward County. In the event that sufficient capacity is not met, then the plat shall be deemed denied by the Town of Southwest Ranches.
- e. That the Applicant shall eliminate of the term "+/-" when labeling the acreage and square footage of the parcels, with correct gross acreage.
- f. That the Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this plat, prior to second and final signoff of the plat. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, five (5) percent administrative fee, and any related expenses that the Town has or will incur as a direct result of this plat.

- g. That the Applicant shall ensure that both parcels standing independently meet the drainage requirements established by the applicable drainage district.
- h. That this Resolution shall be recorded in the public records of Broward County, Florida.
- i. That no flexibility units or any additional density may be assigned to Parcels A or B.
- j. That SW 69<sup>th</sup> Street shall remain a public right-of-way maintained solely by the property owners utilizing this right-of-way for access to their properties.
- k. All modifications required herein shall be made on the face of the plat prior to being submitted to the Town for the Mayor's signature.

**Section 3.** The Mayor, Town Administrator and Town Attorney are each authorized to execute said plat.

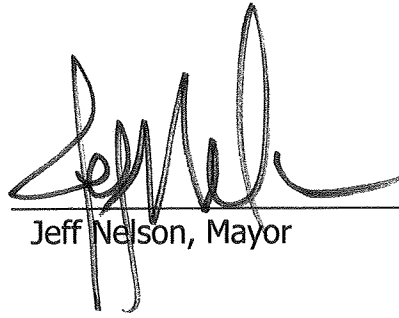
**Section 4.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of January, 2010, on a motion made by Council Member Breitkreuz and seconded by Vice Mayor Knight.

Nelson	<u>Y</u>
Knight	<u>Y</u>
Breitkreuz	<u>Y</u>
Fisikelli	<u>A</u>
McKay	<u>Y</u>

Ayes	<u>4</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>1</u>

**[Signatures on Following Page]**



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Jeff Nelson, Mayor

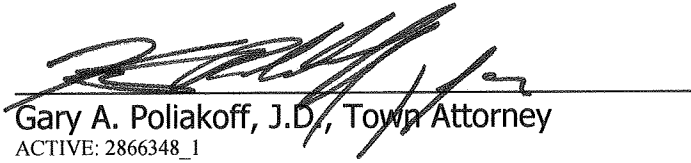
Attest:



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Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



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Gary A. Poliakoff, J.D., Town Attorney  
ACTIVE: 2866348\_1



Emerald Lake Corporate Park  
3111 Stirling Road  
Fort Lauderdale, FL 33312-6525  
Phone: (954) 987-7550 Fax: (954) 985-4170  
US Toll Free: (800) 432-7712

Mailing Address:  
P.O. Box 9057  
Ft. Lauderdale, FL 33310-9057

ADMINISTRATIVE OFFICE  
3111 STIRLING ROAD  
FORT LAUDERDALE, FL 33312  
954.987.7550

WWW.BECKER-POLIAKOFF.COM  
BP@BECKER-POLIAKOFF.COM

August 12, 2010

Reply To:  
Fort Lauderdale  
Carol Capri Kalliche, Esq.  
Direct dial: (954) 985-4104  
CKalliche@becker-poliakoff.com

U.S. MAIL  
Mark C. Olsen, Esquire  
Morgan, Olsen & Olsen, LLP  
633 South Federal Highway  
Suite 400A  
Fort Lauderdale, FL 33301

*Re: Town of Southwest Ranches  
Michael and Rebecca Fisikelli Plat*

- FLORIDA OFFICES
- BOCA RATON
- FORT MYERS
- FORT WALTON BEACH
- HOLLYWOOD
- HOMESTEAD
- MELBOURNE\*
- MIAMI
- NAPLES
- ORLANDO
- PORT ST. LUCIE
- SARASOTA
- TALLAHASSEE
- TAMPA BAY
- WEST PALM BEACH

Dear Mr. Olsen:

In connection with the above referenced matter, enclosed herein please find a copy of the Temporary Easement for Ingress/Egress and Turnaround recorded on August 12, 2010, in Official Records Book 47301, Page 1067, of the Public Records of Broward County, Florida.

Should you have any questions, please do not hesitate to call me.

Thank you for your continued cooperation and assistance in this matter.

Very truly yours,

Carol Capri Kalliche  
Deputy Town Attorney  
For the Firm

- U.S. & GLOBAL OFFICES
- BAHAMAS
- NEW JERSEY
- NEW YORK CITY
- PARIS\*
- PRAGUE
- TEL AVIV\*

CCK/th  
Enclosures

cc: Ms. Debra Dore'-Thomas, Town Clerk, Town of Southwest Ranches  
Keith Poliakoff, Esquire, Town Attorney  
Elizabeth Tsouroukdissian, The Mellgren Planning Group  
(above via e-mail with enclosure)

\* by appointment only

This instrument prepared by  
and record and return to:  
Carol Capri Kalliche, Attorney at Law  
Becker & Poliakoff, P.A.  
3111 Stirling Road  
Ft. Lauderdale, Florida 33312-6525

Folio #5140-05-01-0073  
#5140-05-01-0072

CFN # 109521291  
OR BK 47301 Pages 1067 - 1075  
RECORDED 08/12/10 12:32:16  
BROWARD COUNTY COMMISSION  
DOC-D: \$0.70  
DEPUTY CLERK 2090  
#1, 9 Pages

### TEMPORARY EASEMENT FOR INGRESS/EGRESS AND TURNAROUND

**THIS TEMPORARY EASEMENT FOR INGRESS/EGRESS AND TURNAROUND** ("Easement"), is made and executed this 6 day of November, 2009, by Michael J. Fisikelli and Rebecca Fisikelli, a/k/a Rebecca L. Fisikelli, husband and wife, having a mailing address of 16601 S.W. 69<sup>th</sup> Street, Southwest Ranches, Florida 33331 and Alfred A. Fisikelli and Sarah J. Fisikelli, husband and wife, having a mailing address of 16700 S.W. 68<sup>th</sup> Street, Southwest Ranches, Florida 33331, their heirs, executors, administrators, and assigns, all of which are hereinafter collectively referred to as "**Grantor**", and **TOWN OF SOUTHWEST RANCHES**, a municipal corporation of the State of Florida, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as "**Grantee**", having a mailing address of 6589 S.W. 160<sup>th</sup> Avenue, Southwest Ranches, Florida 33331.

#### WITNESSETH:

WHEREAS, Michael J. Fisikelli and Rebecca Fisikelli, a/k/a Rebecca L. Fisikelli are the owners in fee simple of the real property legally described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Alfred A. Fisikelli and Sarah J. Fisikelli are the owners in fee simple of the real property legally described on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, Grantors have agreed to provide the Town of Southwest Ranches with a Temporary Easement for Ingress/Egress and Turnaround for the purposes and upon the terms as set forth herein over, under and through the real property lying and situated in the Town of Southwest Ranches, Broward County, Florida, as shown and legally described on Exhibit "C" attached hereto and made a part hereof (the "Easement Area").

**NOW, THEREFORE**, in consideration of the sum of One (\$1.00) and 00/100 Dollar and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee a Temporary Easement for Ingress/Egress and Turnaround as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

ACTIVE: 2738146\_1

2. Grantor understands and agrees that the purpose of this Easement is to provide ingress/egress and a turnaround for emergency and service vehicles and for use by the personnel of the police and fire departments and any other governmental departments, agencies, employees, officials, and/or agents in the performance of their official duties and also for the installation and maintenance of facilities by utility companies or franchisees of the Town of Southwest Ranches, including, but not limited to, Broward County and the South Broward Drainage District.

3. Grantor understands and agrees that the ingress/egress and turnaround authorized hereunder, in every respect shall be maintained by Grantor and Grantor further agrees that this Easement shall be subject to regulation by the Town of Southwest Ranches, Florida and the right of the Town, in its sole discretion, to demand the future relocation of any utility to be constructed and maintained in the future within this Easement.

4. The rights granted herein shall not be construed to interfere with or restrict Grantor from the use of the Easement Area with respect to the construction and maintenance of property improvements within the Easement Area so long as the same do not impair the strength or interfere with the intended use and maintenance of this Easement.

5. Grantee, its employees and agents, shall have the right of ingress and egress at all times to enter upon the "Easement Area" for the purposes herein described.

6. It is intended that this Easement shall be recorded among the Public Records of Broward County, Florida, and that this Easement shall be construed and shall be enforced in accordance with the laws of the State of Florida in the courts of Broward County, Florida and the prevailing party in any action shall be entitled to attorney's fees and costs at all levels of trial.

7. The easement herein granted shall constitute a covenant running with the land and shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

8. Grantor hereby agrees to indemnify and hold harmless Grantee, its officials, employees and agents, from any and all claims by Grantor, its agents, guests and invitees for damages known and unknown, foreseen and unforeseen, arising by reason of the use of the Easement Area for the purposes herein described.

9. In the event that the Grantor dedicates, by a recorded plat of the properties described in both Exhibits "A" and "B", a perpetual Easement for Ingress/Egress and Turnaround purposes to the full extent granted herein, then, and only in that event, Grantee agrees to execute a document terminating this Temporary Easement For Ingress/Egress And Turnaround, which said document shall be recorded in the Public Records of Broward County, Florida.

THIS SPACE INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, Grantor has signed this Easement on the day and year first above written.

Witnesses:

Virginia Fritez  
Print Name Virginia Fritez

Michael J. Fisikelli  
Michael J. Fisikelli

Marisol Ingram  
Print Name Marisol Ingram

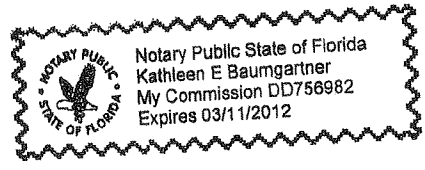
Rebecca Fisikelli  
Rebecca Fisikelli  
a/k/a Rebecca L. Fisikelli

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me this 6 day of Nov., 2009, by Michael J. Fisikelli and Rebecca Fisikelli, a/k/a Rebecca L. Fisikelli, his wife, who are personally known to me and did take an oath, or produced their Florida Driver's Licenses as identification.

My Commission Expires:

Kathleen E Baumgartner  
Notary Public, State of Florida  
KATHLEEN E. BAUMGARTNER  
Notary: Print Name



Witnesses:

Virginia Fritz  
Print Name Virginia Fritz

Alfred A. Fisikelli  
Alfred A. Fisikelli

Mansal Ingram  
Print Name Mansal Ingram

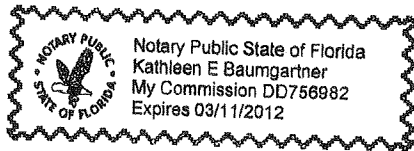
Sarah J. Fisikelli  
Sarah J. Fisikelli

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me this 6 day of Nov., 2009, by Alfred A. Fisikelli and Sarah J. Fisikelli, his wife, who are personally known to me and did take an oath, or produced their Florida Driver's Licenses as identification.

My Commission Expires:

Kathleen E. Baumgartner  
Notary Public, State of Florida  
KATHLEEN E. BAUMGARTNER  
Notary: Print Name



JOINER AND CONSENT OF MORTGAGEE

SARAH J. FISIKELLI AND ALFRED A. FISIKELLI, AS CO-TRUSTEES OF THE SARAH Y. FISIKELLI REVOCABLE TRUST DATED DECEMBER 21, 1987, whose address is 16700 SW 68<sup>th</sup> Street, Southwest Ranches, Florida 33331, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the Temporary Easement For Ingress/Egress and Turnaround to which this Joinder and Consent is attached.

IN WITNESS WHEREOF, SARAH J. FISIKELLI AND ALFRED A. FISIKELLI, AS CO-TRUSTEES OF THE SARAH Y. FISIKELLI REVOCABLE TRUST DATED DECEMBER 21, 1987 has caused these presents to be signed in her name as Trustee this 6 day of November, 2009.

Signed, sealed and delivered  
in the presence of:

Virginia Fritz  
Witness Signature

Virginia Fritz  
Witness Print Name:

Manisol Ingram  
Witness Signature:

Manisol Ingram  
Witness Print Name: Manisol Ingram

Sarah J. Fisikelli  
SARAH J. FISIKELLI, AS CO-TRUSTEE OF THE  
SARAH Y. FISIKELLI REVOCABLE TRUST  
DATED DECEMBER 21, 1987

Alfred A. Fisikelli  
ALFRED A. FISIKELLI, AS CO-TRUSTEE OF THE  
SARAH Y. FISIKELLI REVOCABLE TRUST  
DATED DECEMBER 21, 1987

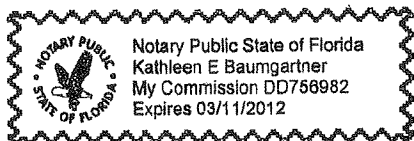
STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, a officer duly authorized in the state aforesaid and county aforesaid to take acknowledgments, personally appeared Sarah J. Fisikelli and Alfred A. Fisikelli, as Co-Trustees of the Sarah Y. Fisikelli Revocable Trust Dated December 21, 1987, () who is personally know to be or () who produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the county and state last aforesaid the 6 day of November, 2009.

Kathleen C. Baumgartner  
Notary Public

My Commission Expires



**LEGAL DESCRIPTION OF  
REAL PROPERTY OWNED BY  
MICHAEL J. FISIKELLI & REBECCA FISIKELLI**

THE EAST 196.35 FEET OF TRACT 36 IN SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE WEST 130.84 FEET OF THE EAST 327.19 FEET OF TRACT 36 IN SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

ALSO TOGETHER WITH:

THE WEST 21.00 FEET OF THE EAST 348.19 FEET OF TRACT 36 IN SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

LESS AND EXCEPTING THEREFROM:

THE WEST 14.00 FEET OF THE EAST 348.19 FEET OF TRACT 36 IN SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

ALL OF THE FOREGOING LYING, BEING AND SITUATE IN THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

**EXHIBIT "A"**  
SHEET 1 OF 1 SHEETS

**LEGAL DESCRIPTION OF  
REAL PROPERTY OWNED BY  
ALFRED A. FISIKELLI & SARAH J. FISIKELLI**

TRACT 36 IN SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

LESS AND EXCEPTING THEREFROM:

THE EAST 334.19 FEET OF TRACT 36 IN SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

ALL OF THE FOREGOING LYING, BEING AND SITUATE IN THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

**EXHIBIT "B"**  
SHEET 1 OF 1 SHEETS

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION TEMPORARY TURNAROUND EASEMENT

TRACT 45  
"FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1"  
OF SEC. 5, TWP. 51 S., RGE. 40 E. (P.B. 2, PG. 17, D.C.R.)  
N.01°46'12"W. 332.89'

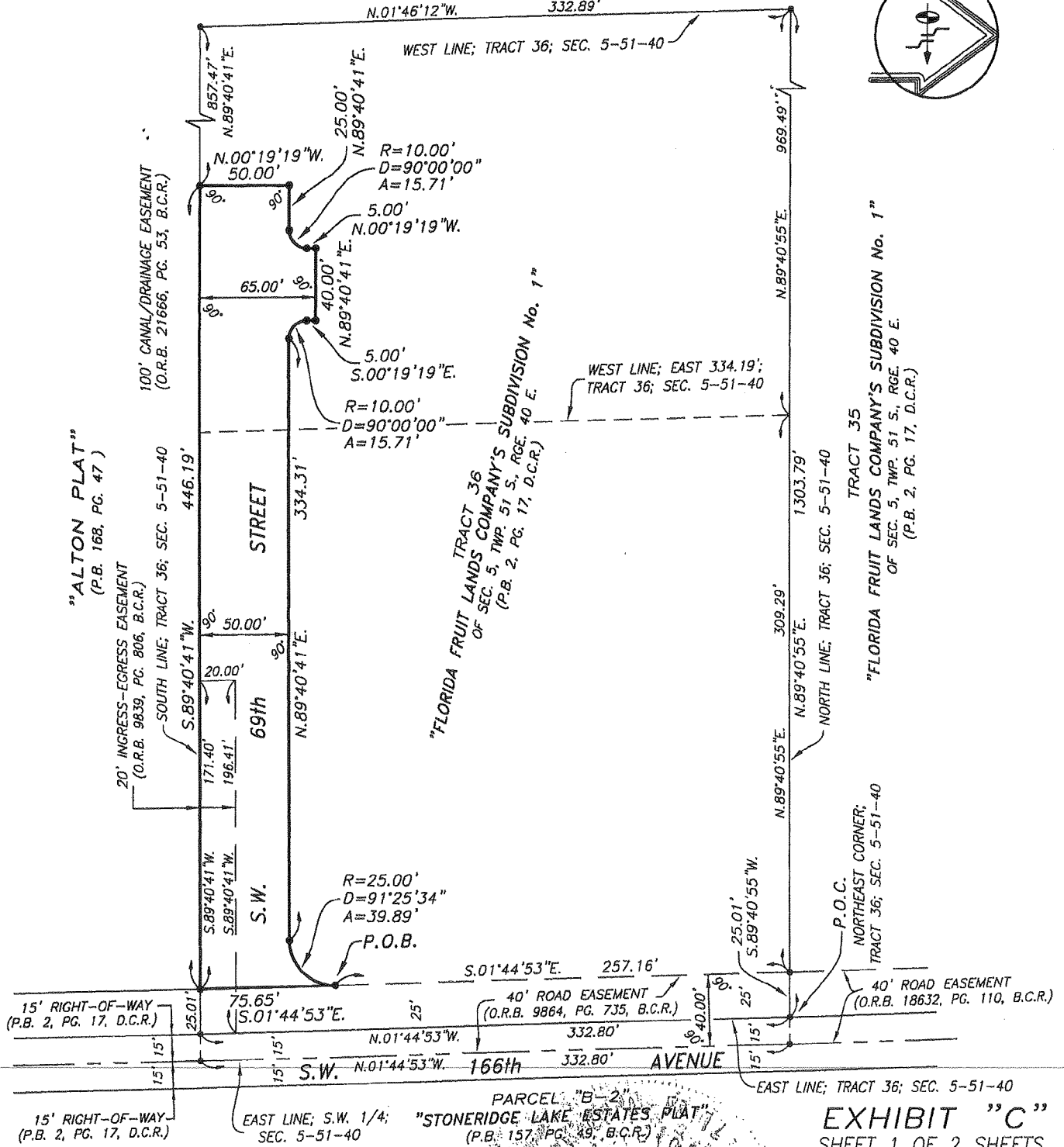
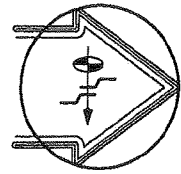


EXHIBIT "C"  
SHEET 1 OF 2 SHEETS

## SCHWEBKE-SHISKIN & ASSOCIATES, INC.

LAND SURVEYORS-ENGINEERS-LAND PLANNERS 3240 CORPORATE WAY-MIRAMAR, FL 33025  
PHONE No. (954)435-7010 FAX No. (954)438-3288

ORDER NO. 196951  
DATE: SEP. 17, 2009

THIS IS NOT A "BOUNDARY SURVEY"  
CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:  
*Ronald W. Fritz*  
RONALD W. FRITZ, ASSISTANT VICE-PRESIDENT  
FLA. PROF. LAND SURVEYOR No. 2767

### REVISIONS


# LEGAL DESCRIPTION TO ACCOMPANY SKETCH TEMPORARY TURNAROUND EASEMENT

A PORTION OF TRACT 36, IN SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 36; THENCE SOUTH 89 DEGREES 40 MINUTES 55 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACT 36, FOR 25.01 FEET; THENCE NORTH 01 DEGREES 44 MINUTES 53 SECONDS EAST, ALONG THE WEST LIMITS OF A 40 FOOT WIDE ROAD EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 9864 AT PAGE 735, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR 257.16 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING MORE PARTICULARLY DESCRIBED EASEMENT; SAID LAST DESCRIBED COURSE ALSO BEING ALONG A LINE THAT IS 40.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE CONTINUE SOUTH 01 DEGREES 44 MINUTES 53 SECONDS EAST, ALONG THE LAST DESCRIBED COURSE, FOR 75.65 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 41 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT 36, FOR 446.19 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 19 SECONDS WEST, AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES, FOR 50.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 41 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH AND 50.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID TRACT 36, FOR 25.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 19 MINUTES 19 SECONDS WEST FOR 5.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 41 SECONDS EAST, AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES, FOR 40.00 FEET; SAID LAST DESCRIBED COURSE BEING ALONG A LINE THAT IS PARALLEL WITH AND 65.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID TRACT 36; THENCE SOUTH 00 DEGREES 19 MINUTES 19 SECONDS EAST FOR 5.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 40 MINUTES 41 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH AND 50.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID TRACT 36, FOR 334.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 91 DEGREES 25 MINUTES 34 SECONDS FOR AN ARC DISTANCE OF 39.89 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING BEING A POINT OF TANGENCY WITH A LINE THAT IS 40.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5; ALL LYING AND BEING IN THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.


**NOTES:**

THE BEARINGS AS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 01 DEGREES 44 MINUTES 53 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

ORDERED BY: MICHAEL & REBECCA FISIKELLI.

AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.

**EXHIBIT "C"**  
SHEET 2 OF 2 SHEETS

	<p style="text-align: center;"><b>SCHWEBKE-SHISKIN &amp; ASSOCIATES, INC.</b>                  LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025                  PHONE No.(954)435-7010 FAX No. (954)438-3288                  ORDER NO. <u>196951</u> PREPARED UNDER MY SUPERVISION                  DATE: <u>SEP. 17, 2009</u>                  THIS IS NOT A "BOUNDARY SURVEY"                  CERTIFICATE OF AUTHORIZATION No. LB-87</p>	<p><b>REVISIONS</b></p> <table border="1" style="width: 100%; height: 100px;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>						