

RESOLUTION NO. 2026-042

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF PEMBROKE PINES PROVIDING WATER AND SEWER SERVICES TO FOLIO NUMBERS 503934-01-0420; 503934-01-0430; 503934-01-0431; 503934-01-0570; 503934-01-0340; 503927-02-0160; 503927-02-0210; 503927-02-0220; 503934-01-0020; 503934-01-0100; 503934-01-0170; 503934-01-0280 ALONG US 27, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF PEMBROKE PINES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bergeron SW Ranches US 27 LLC and Bergeron US 27 LLC ("Owner"), has real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Owner is desirous of obtaining water and sewer services for the property, however, water and sewer services are not available from the Town of Southwest Ranches; and

WHEREAS, the City of Pembroke Pines, a neighboring municipality, has capacity to provide these properties with water and sewer services, and is willing to provide such services to the Owner; and

WHEREAS, the Owner is desirous of obtaining water and sewer services from the City of Pembroke Pines, and has requested the Town's consent for the connection; and

WHEREAS, the Town of Southwest Ranches consents to the connection provided that no further expansion of service occurs without the specific written consent of the Town; and

WHEREAS, Owner agrees that he shall solely be responsible for all costs of connecting to the water and sewer facilities from the City of Pembroke Pines, including all ongoing costs of water and maintenance of the utility connections.

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

Section 1: Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Pembroke Pines providing water and sewer services to Folio Numbers 503934-01-0420; 503934-01-0430; 503934-01-0431; 503934-01-0570; 503934-01-0340; 503927-02-0160; 503927-02-0210; 503927-02-0220; 503934-01-0020; 503934-01-0100; 503934-01-0170; 503934-01-0280 along US 27, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

Section 3. A certified copy of this Resolution shall be provided to the City of Pembroke Pines.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

{Signatures on the following page}

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 28th day of May, 2026 on a motion by

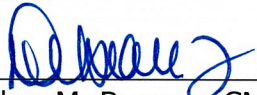
C/M KUCZENSKI and seconded by C/M ALLBRITTON.

Breitkreuz	<u>YES</u>
Jablonski	<u>YES</u>
Allbritton	<u>YES</u>
Hartmann	<u>YES</u>
Kuczenski	<u>YES</u>

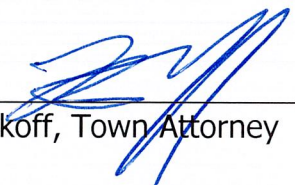
Ayes	<u>5</u>
Nays	<u>/</u>
Absent	<u>/</u>
Abstaining	<u>/</u>


Steve Breitkreuz, Mayor

Attest:


Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney
1001.056.1001

Prepared by and return to:

Heather Jo Allen, Esq.
Keiser Legal, PLLC
55 SE 2nd Avenue, Suite 102
Delray Beach, FL 33444
Phone: 561-349-6900

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WATER AND SEWER AGREEMENT

FOR: **BERGERON SW RANCHES US 27, LLC and BERGERON US 27, LLC**
(collectively, "BERGERON")

LOCATION: See Exhibit "A"

THIS AGREEMENT effective this 28 day of May, 2026, made and entered into by and between:

The Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and **BERGERON**, corporations with a business address of 19612 SW 69th Place, Fort Lauderdale, Florida 33332, hereinafter referred to as the "OWNER." TOWN and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, BERGERON owns certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to the property described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, BERGERON desires to procure water and sewer service from the City of Pembroke Pines for the PROPERTY; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on MAY 24, 2026.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of TOWN and BERGERON and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I – INTENTIONALLY OMITTED

PART II. - MUTUAL COVENANTS

B. TOWN NOT LIABLE FOR BERGERON’S OR CONSUMER’S PROPERTY

TOWN shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on the PROPERTY or water service lines within granted easements to utility provider pursuant to this Agreement. OWNER shall obtain the necessary permits to construct the connection from the responsible governmental entities, including the TOWN.

B. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the Town Council Meeting at which it was approved.

C. SYSTEM ON CONSUMER’S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water and sewer service within the PROPERTY shall keep all water and sewer pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the portion of the PROPERTY occupied by the consumer, in good order and condition.

Service shall not commence on the PROPERTY without the explicit written consent of the TOWN.

Other than the infrastructure required to connect to Pembroke Pines, service shall not be extended beyond the boundaries of the PROPERTY without the explicit written consent of the TOWN.

D. SEVERABILITY

If a section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

E. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the PROPERTY. This Agreement shall be recorded by BERGERON among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants within the PROPERTY connected to or to be connected to the water and sewer systems within the Property upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if BERGERON and occupants of portions of the PROPERTY had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real property within the PROPERTY connected to or to be connected to said water and sewer systems shall be deemed conclusive evidence of the fact that the said owners of all or portions of the PROPERTY or occupants of all or portions of the PROPERTY have consented to and accepted the Agreement herein contained and have become bound thereby.

The Parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees and the costs of such litigation, including appellate proceedings.

PART III - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice to the Town in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR BERGERON:

Bergeron SW Ranches US 27, LLC
19612 SW 69th Place
Fort Lauderdale, Florida 33332
Telephone No. (954) 680-0223
Facsimile No. (954) 680-0218

Bergeron US 27, LLC
19612 SW 69th Place
Fort Lauderdale, Florida 33332

Telephone No. (954) 680-0223
Facsimile No. (954) 680-0218

Copy To: Aleida Ors Waldman, Esq.
19612 SW 69th Place
Fort Lauderdale, Florida 33332
Telephone No. (954) 524-1100
Facsimile No. (888) 760-2991

Copy To: Andrea M. Keiser, Esq.
KEISER LEGAL, PLLC
55 SE 2nd Avenue, Suite 102
Delray Beach, Florida 33444
Telephone No. (561) 349-6990
Facsimile No. (561) 900-3344
andrea@keiserlegal.com

FOR THE TOWN OF SOUTHWEST RANCHES
Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART IV - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

(Continued on next page)

OWNER

BERGERON US 27, LLC, a Florida limited liability company

BY: _____

Ronald M. Bergeron, Sr.
Managing Member

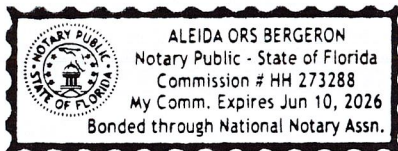
DATE: _____

May 19, 2026

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 19 day of May, 2026, by Ronald M. Bergeron, Sr., Managing Member of **BERGERON US 27, LLC**, a Florida limited liability company, on behalf of the company. He/She personally known to me or has produced _____ as identification.

My commission expires:



NOTARY PUBLIC, State of Florida

OWNER

BERGERON SW RANCHES US 27, LLC, a Delaware limited liability company

BY: _____

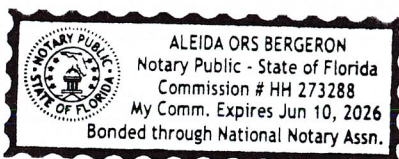
Ronald M. Bergeron, Sr.
Managing Member

DATE: _____

May 19, 2026

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 19 day of May, 2026, by Ronald M. Bergeron, Sr., Managing Member of **BERGERON SW RANCHES US 27, LLC**, a Delaware limited liability company, on behalf of the company. He/She personally known to me or has produced _____ as identification.



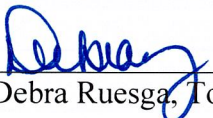
My commission expires:

NOTARY PUBLIC, State of Florida

Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:


Debra Ruesga, Town Clerk

BY: 
Steve Breitkreuz, Mayor

Approved as to legal form:

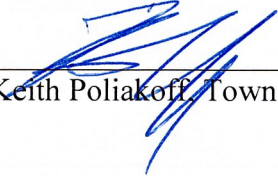

Keith Poliakoff, Town Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

A PORTION OF TRACTS 51, 52, 61, AND 62, OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89°46'19" WEST, ALONG THE SOUTH LINE OF SAID SECTION 27 FOR 1317.07 FEET; THENCE NORTH 01°19'41" WEST, ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 27, FOR 874.72 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE NORTH 89°57'39" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 90.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°20'39" EAST, 322.40 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD AND A POINT ON A CIRCULAR CURVE CONCAVE NORTHERLY FROM WHICH A RADIAL LINE BEARS NORTH 24°26'02" WEST; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1849.86 FEET AND A CENTRAL ANGLE OF 24°12'21", AN ARC DISTANCE OF 781.52 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°46'15" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE 97.45 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 45°14'08" WEST, 69.95 FEET; 2) NORTH 00°50'31" WEST 150.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; 3) NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1442.00 FEET AND A CENTRAL ANGLE OF 11°36'38", AN ARC DISTANCE OF 292.21 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE SOUTH 89°57'39" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 933.35 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2

A PORTION OF TRACTS 61 AND 62, OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89°46'19" WEST ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 1,754.27 FEET; THENCE NORTH 00°12'20" WEST ALONG THE WESTERLY BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY,

FLORIDA, 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'19" WEST ALONG THE SOUTH LINE OF SAID TRACTS 61 AND 62 FOR 565.42 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516, BEING THE ARC OF A CIRCULAR CURVE CONCAVE WESTERLY FROM WHICH A RADIAL LINE BEARS NORTH 88°28'43" WEST; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1442.00 FEET, A CENTRAL ANGLE OF 02°21'48", FOR AN ARC DISTANCE OF 59.48 FEET TO A POINT OF TANGENCY; 2) NORTH 00°50'31" WEST 150.00 FEET; 3) NORTH 44°45'52" EAST 71.46 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD; THENCE NORTH 89°46'15" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 94.04 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1969.86 FEET, A CENTRAL ANGLE OF 12°22'13", FOR AN ARC DISTANCE OF 425.30 FEET TO A POINT ON SAID WEST BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK"; THENCE SOUTH 00°12'20" EAST ALONG SAID WEST BOUNDARY LINE 305.73 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 3

A PORTION OF TRACTS 6, 7, 8, 25 AND 26, OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 E, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°46'19" WEST ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1,754.27 FEET; THENCE SOUTH 00°12'20" EAST ALONG THE WESTERLY BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°12'20" EAST ALONG SAID WESTERLY BOUNDARY LINE 339.38 FEET; THENCE SOUTH 89°46'19" WEST ALONG THE NORTH LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE", AS RECORDED IN PLAT BOOK 110, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 350.00 FEET TO THE NORTHWEST CORNER OF SECTION "B" OF SAID PLAT; THENCE SOUTH 89°23'54" WEST 27.00 FEET TO A POINT ON A LINE 27.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH 00°11'26" EAST ALONG SAID PARALLEL LINE 712.00 FEET; THENCE NORTH 89°23'54" EAST 27.00 FEET TO A POINT ON SAID WEST LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH 00°11'26" EAST ALONG SAID WEST LINE 249.22 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 26; THENCE SOUTH 89°47'45" WEST ALONG THE SOUTH LINE OF SAID TRACTS 25 AND 26 FOR 299.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) NORTH 00°50'31" WEST 610.84 FEET TO A POINT OF CURVATURE OF

A CIRCULAR CURVE TO THE RIGHT; 2) NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1358.00 FEET, A CENTRAL ANGLE OF $11^{\circ}47'41''$, FOR AN ARC DISTANCE OF 279.55 FEET TO A POINT OF TANGENCY; 3) NORTH $10^{\circ}57'10''$ EAST 200.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; 4) NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1442.00 FEET, A CENTRAL ANGLE OF $08^{\circ}38'10''$, FOR AN ARC DISTANCE OF 217.35 FEET; THENCE NORTH $89^{\circ}46'19''$ EAST ALONG THE NORTH LINE OF SAID TRACTS 6, 7 AND 8, FOR 566.16 FEET TO THE POINT OF BEGINNING.

PARCEL 4

A PORTION OF TRACTS 39, 40, 57, AND 58, OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 SAID SECTION 34; THENCE SOUTH $89^{\circ}49'12''$ WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 34 FOR 2106.07 FEET TO A POINT ON THE WEST LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; THENCE NORTH $00^{\circ}11'26''$ WEST ALONG SAID WEST LINE 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $89^{\circ}49'12''$ WEST, ALONG THE SOUTH LINE OF TRACTS 57 AND 58, 284.27 FEET; THENCE NORTH $00^{\circ}50'31''$ WEST 1300.56 FEET; THENCE NORTH $89^{\circ}47'45''$ EAST ALONG THE NORTH LINE OF SAID TRACTS 39 AND 40, FOR 299.06 FEET TO A POINT ON SAID WEST LINE; THENCE SOUTH $00^{\circ}11'26''$ EAST ALONG SAID WEST LINE 1300.59 FEET TO THE POINT OF BEGINNING.

PARCEL 5

PORTION OF TRACTS 72 AND 89, AND TRACTS 71 AND 90 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTH $89^{\circ}49'10''$ WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 34 FOR 1977.86 FEET; THENCE SOUTH $00^{\circ}11'00''$ EAST 10.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 71 AND THE POINT OF BEGINNING; THENCE SOUTH $00^{\circ}11'00''$ EAST ALONG THE EAST LINE OF SAID TRACTS 71 AND 90 FOR 1300.68 FEET; THENCE SOUTH $89^{\circ}50'34''$ WEST, ALONG THE SOUTH LINE OF SAID TRACTS 89 AND 90, 397.30 FEET TO A POINT ON A LINE 278.00 FEET EAST OF AND PARALLEL WITH THE BASELINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE NORTH $00^{\circ}50'31''$ WEST ALONG SAID PARALLEL LINE, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 25, FOR 1300.61 FEET; THENCE NORTH $89^{\circ}49'12''$ EAST ALONG THE NORTH LINE OF SAID TRACTS 71 AND 72, FOR 412.25 FEET TO THE POINT OF BEGINNING.

PARCEL 6

PORTION OF TRACTS 104 AND 121, AND TRACTS 103 AND 122, OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°51'57" WEST ALONG THE SOUTH LINE OF SAID SECTION 34 FOR 1980.10 FEET; THENCE NORTH 00°11'00" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 122 AND THE POINT OF BEGINNING; THENCE SOUTH 89°51'57" WEST ALONG THE SOUTH LINE OF SAID TRACTS 121 AND 122 FOR 331.49 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 02°25'14" WEST 45.04 FEET; 2) NORTH 45°29'17" WEST 70.27 FEET; 3) NORTH 00°50'31" WEST 1206.27 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 104; THENCE NORTH 89°50'51" EAST ALONG THE NORTH LINE OF SAID TRACTS 103 AND 104 FOR 397.07 FEET TO THE NORTHEAST CORNER OF SAID TRACT 103; THENCE SOUTH 00°11'00" EAST ALONG THE EAST LINE OF SAID TRACTS 103 AND 122 FOR 1300.68 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING A TOTAL OF 2,430,932 SQUARE FEET (55.8065 ACRES), MORE OR LESS.