

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Susan Dean, Programs Manager, 797-1042

DOCUMENT PREPARED BY: Susan Dean

SUBJECT: Resolution

AFFECTED DISTRICT: Annexed areas of Pine Island Ridge and United Ranches

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING AN ASSIGNMENT AGREEMENT TO TRANSFER CONTROL OF COMCAST OF FLORIDA, f/k/a COMMUNITY CABLE TELEVISION, FROM THE CURRENT FRANCHISOR, BROWARD COUNTY, TO THE TOWN OF DAVIE; RELATING TO THE FRANCHISE AGREEMENT FOR THOSE AREAS OF BROWARD COUNTY KNOWN AS PINE ISLAND RIDGE AND UNITED RANCHES WHICH HAVE BEEN ANNEXED INTO THE TOWN OF DAVIE; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: On September 15, 2006, Pine Island Ridge and United Ranches will be annexed into the Town of Davie. Currently they are being serviced by Comcast of Florida under a Franchise Agreement between Broward County and Comcast of Florida. This document will transfer that agreement from Broward County to the Town of Davie.

PREVIOUS ACTIONS:

None

CONCURRENCES: None

FISCAL IMPACT:

No budget required

RECOMMENDATION(S): Motion to approve Resolution

Attachment(s):

Assignment Agreement

Available on demand

- 1) The enabling Cable Ordinance as passed by the County is 2002
- 2) Resolution 2002-684 referred to in the Assignment Agreement
- 3) Resolution 2002-254 referred to in the Assignment Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING AN ASSIGNMENT AGREEMENT TO TRANSFER CONTROL OF COMCAST OF FLORIDA, f/k/a COMMUNITY CABLE TELEVISION, FROM THE CURRENT FRANCHISOR, BROWARD COUNTY, TO THE TOWN OF DAVIE; RELATING TO THE FRANCHISE AGREEMENT FOR THOSE AREAS OF BROWARD COUNTY KNOWN AS PINE ISLAND RIDGE AND UNITED RANCHES WHICH HAVE BEEN ANNEXED INTO THE TOWN OF DAVIE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 14, 2006, the registered voters within the area of Pine Island Ridge voted to join the Town of Davie (ASSIGNEE), effective September 15, 2006; and,

WHEREAS, on July 5, 2006 the registered voters within the area of United Ranches inclusive of the Rio Ranches neighborhood voted to join the Town of Davie effective September 15, 2006; and,

WHEREAS, the areas of Pine Island Ridge and United Ranches are currently serviced by a Franchise Agreement between Broward County (ASSIGNOR) and Comcast of Florida, (FRANCHISEE); and,

WHEREAS, the ASSIGNEE agrees that the ASSIGNOR will continue to regulate the cable television services to the annexed areas from the date of Annexation on September 15, 2006, through September 30, 2006, and shall be entitled to collect all revenues due for such serviced annexation areas through September 30; and

WHEREAS, the ASSIGNOR agrees to assign, and the ASSIGNEE agrees to acquire the rights duties and obligations under the Franchise from ASSIGNOR to ASSIGNEE solely for the annexed service areas; and

WHEREAS, the FRANCHISEE desires to consent to this Assignment Agreement.

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 authorizes the Assignment Agreement, a copy of which is attached hereto as Exhibit A.

SECTION 2. This Resolution shall take effect September 15, 2006.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2006.

EXHIBIT A

ASSIGNMENT AGREEMENT

among

BROWARD COUNTY

and

TOWN OF DAVIE

and

COMCAST OF FLORIDA
f/k/a COMMUNITY CABLE TELEVISION

for

ASSIGNMENT OF CABLE TELEVISION FRANCHISE

This is an Assignment Agreement, made and entered into by and among: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as ASSIGNOR,

and

The TOWN OF DAVIE, a Florida municipal corporation,

and

COMCAST OF FLORIDA, a Wyoming General Partnership, f/k/a Community Cable Television, a wholly owned subsidiary of its parent company, Comcast Corporation, hereinafter referred to as FRANCHISEE.

WHEREAS, the State of Florida enacted HB 1045, Chapter 2005-317, Laws of Florida (2005), which provides for annexation of a certain portion of the unincorporated area in Broward County, known as the Pine Island Ridge Area, into the municipal boundary of the TOWN OF DAVIE or to remain unincorporated, pursuant to an election on March 14, 2006; and

WHEREAS, on March 14, 2006, the registered voters within the Pine Island Ridge Area voted to join the TOWN OF DAVIE, effective September 15, 2006; and

WHEREAS, the State of Florida enacted HB 1477, Chapter 2005-340, Laws of Florida (2005), which provides for annexation of a certain portion of the unincorporated area in Broward County, known as the United Ranches Area, into the municipal boundary of either the TOWN OF DAVIE or the City of Cooper City, pursuant to an election on July 5, 2006; and

WHEREAS, Chapter 2005-340, Laws of Florida (2005) also provides that the registered voters residing in a certain portion of the United Ranches Area, known as the Rio Ranches neighborhood, will independently vote to have the Rio Ranches neighborhood annexed into the municipal boundary of either the TOWN OF DAVIE or the City of Cooper City, pursuant to an election on July 5, 2006; and

WHEREAS, on July 5, 2006, the registered voters within the United Ranches Area, inclusive of the Rio Ranches neighborhood, voted to join the TOWN OF DAVIE, hereinafter referred to as ASSIGNEE, effective September 15, 2006; and

WHEREAS, the ASSIGNOR and the ASSIGNEE have or will enter into an interlocal agreement(s) ("Interlocal Agreement") pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, as amended, to implement annexation of the Pine Island Ridge and United Ranches Areas, as more particularly described in the Exhibit(s) of such Interlocal Agreement, into the ASSIGNEE's jurisdiction; and

WHEREAS, the ASSIGNEE represents to the ASSIGNOR and the FRANCHISEE that the Pine Island Ridge and United Ranches Areas described in the Exhibit(s) of said Interlocal Agreement will be annexed into the ASSIGNEE's municipal boundaries effective September 15, 2006; and

WHEREAS, ASSIGNOR, by Resolution No. 2002-254, adopted on March 12, 2002, effective April 1, 2002, authorized and granted FRANCHISEE a non-exclusive renewal franchise (the "Franchise") to construct, operate and maintain a cable television system in certain unincorporated areas of Broward County, bounded on the North by Oakland Park Boulevard, on the East by the Atlantic Ocean, on the South by Sheridan Street, and on the West by U.S. Highway 27, excluding incorporated municipalities (the "Franchise Area"); and

WHEREAS, pursuant to Resolution No. 2002-684, effective on July 9, 2002, the ASSIGNOR consented to, ratified and approved the merger of AT&T Broadband Corp., with Comcast Corporation to create a new company to be known as AT&T Comcast Corporation, and consented to, ratified and approved the change of control from AT&T Corp. to AT&T Comcast Corporation as the ultimate parent corporation of the FRANCHISEE; and

WHEREAS, on July 18, 2002, the ASSIGNOR and FRANCHISEE entered into an agreement amending the Franchise ("Upgrade Agreement") to extend the expiration

date from December 31, 2005 to December 31, 2012, and requiring upgrades to the cable system and service areas; and

WHEREAS, on May 13, 2003, the ASSIGNOR and FRANCHISEE entered into a first amendment to the Upgrade Agreement regarding upgrade reporting requirements; and

WHEREAS, on July 8, 2003, the ASSIGNOR and FRANCHISEE entered into a second amendment to the Upgrade Agreement regarding upgrade reporting requirements; and

WHEREAS, the FRANCHISEE's ultimate parent company is currently Comcast Corporation, an active for-profit corporation organized and existing under the laws of the State of Pennsylvania, formerly known as AT&T Comcast Corporation; and

WHEREAS, certain portions of the Franchise Area as more particularly described in Exhibit "1" to this Assignment Agreement (the "Annexed Service Areas") will be incorporated into the ASSIGNEE's municipality effective September 15, 2006; and

WHEREAS, the ASSIGNEE agrees that the ASSIGNOR will continue to administer and regulate the cable television services in the Annexed Service Areas from the effective date of annexation on September 15, 2006, through September 30, 2006, and further agrees that ASSIGNOR shall be entitled to collect all revenues due for such Annexed Service Areas through September 30, 2006; and

WHEREAS, the ASSIGNOR agrees to assign, and the ASSIGNEE agrees to acquire, the rights, duties, and obligations for the Annexed Service Areas under the Franchise pursuant to the terms and conditions described in ASSIGNOR's Resolution No. 2002-254 adopted on March 12, 2002, as amended; and

WHEREAS, the FRANCHISEE desires to consent to the assignment of such rights, duties, and obligations under the Franchise from ASSIGNOR to ASSIGNEE solely for the Annexed Service Areas ("Assignment"); and

WHEREAS, the ASSIGNOR and the ASSIGNEE desire that this Assignment Agreement shall become effective on September 15, 2006, the effective date of annexation, although the ASSIGNOR shall be entitled to collect all revenues through September 30, 2006, as stated in Section 3, "Administration of Franchise," of this Assignment Agreement; NOW, THEREFORE,

In consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, ASSIGNOR and ASSIGNEE agree, and FRANCHISEE consents, as follows:

1. ANNEXED SERVICE AREAS: ASSIGNOR hereby grants, bargains, sells, conveys, transfers, assigns, and sets over to ASSIGNEE its entire rights, duties,

and obligations under the Franchise for the Annexed Service Areas set forth and described in Exhibit "1".

2. HOLD HARMLESS: ASSIGNEE hereby accepts, assumes, and undertakes all of the rights, duties, and obligations of the ASSIGNOR for the Annexed Service Areas under the Franchise and agrees to hold the ASSIGNOR harmless to the extent permitted by law for any claims or demands made subsequent to the effective date of this Assignment Agreement, and resulting from this Assignment. ASSIGNEE and FRANCHISEE hereby release ASSIGNOR from any and all claims by each of them respectively related to the Assignment and this Assignment Agreement.
3. ADMINISTRATION OF FRANCHISE: The parties agree that the ASSIGNOR will be responsible for administering and regulating the Franchise for the Annexed Service Areas from the effective date of the annexation on September 15, 2006, through September 30, 2006, the end of the ASSIGNOR's fiscal year, and that ASSIGNOR shall be entitled to receive all revenues due for such period under applicable state of Florida and/or applicable federal law.
4. CONSENT TO ASSIGNMENT: FRANCHISEE consents to this Assignment from ASSIGNOR to ASSIGNEE upon the terms and conditions contained in this Assignment Agreement.
5. RENEWAL OF FRANCHISE: The parties acknowledge that the Franchise being assigned expires on December 31, 2012. FRANCHISEE and ASSIGNEE agree that any renewal of the Franchise will be conducted by the ASSIGNEE and FRANCHISEE, pursuant to the provisions of Section 626 of the Cable Act, as amended.
6. REMAINING FRANCHISE AREA: The parties agree that this Assignment Agreement only applies to the Annexed Service Areas and that the Franchise of FRANCHISEE for any and all other areas remaining under the Franchise, if any, shall remain in full force and effect and shall continue to be subject to the authority of ASSIGNOR. The ASSIGNOR, ASSIGNEE, and FRANCHISEE agree that to the full extent possible the Annexed Service Areas are assigned as separate and apart from the remaining Franchise Area. The parties agree that the ASSIGNOR shall continue to have authority over the remaining Franchise Area, if any, but specifically excluding the Annexed Service Areas described on the attached Exhibit "1".
7. INCORPORATION BY REFERENCE: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit "1" is incorporated into and made a part of this Assignment Agreement.
8. GOVERNING LAW AND VENUE: This Assignment Agreement shall be interpreted and construed in accordance with the laws of the state of Florida.

Venue for any claims, actions or litigation arising out of this Assignment Agreement shall be exclusively in state court in Broward County, Florida.

9. EFFECTIVE DATE: This Assignment Agreement shall be deemed effective as of the effective date of annexation on September 15, 2006, except as otherwise stated in Section 3, "Administration of Franchise" of this Assignment Agreement. This Assignment Agreement shall expire on December 31, 2012, the expiration date of the Franchise, except that the provisions stated in Section 2, "Hold Harmless," and Section 8, "Governing Law and Venue" herein shall survive the expiration of this Assignment Agreement.

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IN WITNESS WHEREOF, the parties have made and executed this Assignment Agreement of Cable Television Franchise on the respective dates under each signature: ASSIGNOR, BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action; the ASSIGNEE, the TOWN OF DAVIE, signing by and through its Mayor or Councilmember, duly authorized to execute same; and FRANCHISEE, COMCAST OF FLORIDA f/k/a Community Cable Television, signing by and through Richard A. Seamon, as Vice President/General Manager of COMCAST OF FLORIDA, duly authorized to execute this Agreement on behalf of FRANCHISEE.

ASSIGNOR

BROWARD COUNTY, a political subdivision of the state of Florida, by and through its Board of County Commissioners

ATTEST:

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

By _____
Mayor

____ day of _____, 2006

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

By _____ (Date)
Jose Raul Gonzalez
Assistant County Attorney

ASSIGNMENT AGREEMENT AMONG BROWARD COUNTY, TOWN OF DAVIE, AND
COMCAST OF FLORIDA f/k/a Community Cable Television FOR CABLE TELEVISION
FRANCHISE

ASSIGNEE

ATTEST:

TOWN OF DAVIE, a Florida Municipal
Corporation

By _____
Mayor/Councilmember

By _____
Town Clerk

____ day of _____, 2006

Approved as to Legal Sufficiency:

By _____

ASSIGNMENT AGREEMENT AMONG BROWARD COUNTY, TOWN OF DAVIE, AND
COMCAST OF FLORIDA f/k/a Community Cable Television FOR CABLE TELEVISION
FRANCHISE

FRANCHISEE

WITNESSES:

COMCAST OF FLORIDA, a Wyoming General
Partnership, f/k/a Community Cable Television
and a wholly-owned subsidiary of Comcast Corporation

Signature

Print/Type Name above

Signature

Print/Type Name above

By: _____
Authorized Signature

Print Name: _____

Title: _____
On behalf of Comcast of Florida,
a Wyoming General Partnership
f/k/a Community Cable Television

____ day of _____, 2006.

ATTEST:

Corporate Secretary

(Corporate Seal)

ASSIGNMENT AGREEMENT AMONG BROWARD COUNTY, TOWN OF DAVIE, AND
COMCAST OF FLORIDA f/k/a Community Cable Television FOR CABLE TELEVISION
FRANCHISE

EXHIBIT "1"

Legal description of the Pine Island Ridge Area:

That portion of Section 17, Township 50 South, Range 41 East, Broward
County, Florida, described as follows:

Beginning at a point on the municipal boundary of the Town of Davie,
as established by Chapter 84-420, Laws of Florida, being the point of
intersection of the West right-of-way line of Pine Island Road (Southwest
88 Avenue) and the South line of said Section 17;

Thence along said municipal boundary of the Town of Davie the following
seven (7) courses;

Thence Northerly along said West right-of-way line to a point of intersection
with the Southerly right-of-way line of Orange Grove Drive;

Thence Westerly and Southwesterly along said Southerly right-of-way
line to a point of inter-section with the Southeasterly projection of the
Southerly line of Tract "C", PINE ISLAND PLAZA ASSOCIATES, according
to the Plat thereof, as recorded in Plat Book 115, Page 35, of the
Public Records of Broward County, Florida;

Thence Northwesterly along said Southeasterly projection and the
Southerly line of said Tract "C" and the Northwesterly projection to a
point of intersection with the Westerly right-of-way line of Pine Ridge
Drive;

Thence Northeasterly along said westerly right-of-way line to the Southeast
corner of Tract "Q", RIDGE PLAZA, according to the Plat thereof,
as recorded in Plat Book 116, Page 27 of the Public Records of Broward
County, Florida;

Thence Northwesterly along the Southerly line of said Tract "Q" to the
Southwest corner of said Tract "Q" and a point on the boundary of Tract
"A", PINE ISLAND RIDGE SECTION TWO, according to the Plat
thereof, as recorded in Plat Book 83, Page 20, of the Public Records of
Broward County, Florida;

Thence Southwesterly and Westerly along said boundary of Tract "A" to
the Westerly line of Tract 1, Tier 81, NEWMAN'S SURVEY, according
to the Plat thereof, as recorded in Plat Book 2, Page 26 of the Public
Records of Dade County, Florida and the Southwesterly projection of the

Westerly line of ROUTE 84 SQUARE, according to the Plat thereof, as recorded in Plat Book 117, Page 11 of the Public Records of Broward County, Florida;

Thence Northeasterly along said Westerly line to the Southerly line of the Northerly 330.00 feet of the land included within the existing 100 foot wide canal easement, per Official Records Book 5192, Page 899, of the Public Records of Broward County, Florida, in said Tract "A", PINE ISLAND RIDGE SECTION TWO and the municipal boundary of the Town of Davie, as established by Ordinance 85-60 of the Town of Davie;

Thence along said municipal boundary the following two (2) courses;

Thence Northwesterly along said Southerly line to the Westerly line of said existing 100 foot wide canal easement;

Thence Northeasterly along said Westerly line to the Southerly right-of way line of State Road 84 and the municipal boundary of the Town of Davie, as established by aforesaid Chapter 84-420, Laws of Florida;

Thence continuing along said municipal boundary the following two (2) courses;

Thence Northwesterly along said Southerly right-of-way line to a point of intersection with the Easterly line of T. BRYAN'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 32, Page 16 of the Public Records of Broward County, Florida and the East line of Tracts "A" and "B", "CALUSA RIDGE", according to the Plat thereof, as recorded in Plat Book 147, Page 47, of the Public Records of Broward County, Florida;

Thence Southerly along said Easterly line to the Southerly line of said T. BRYAN'S SUBDIVISION;

Thence along the municipal boundary of the Town of Davie, as established by Ordinance 87-30 of the Town of Davie, the following three (3) courses and distances;

Thence Southerly along the Southerly extension of the East line of said T. BRYAN'S SUBDIVISION a distance of 1.24 feet to a point of intersection with a 655 foot radius non-tangent curve concave to the Southeast, a radial line through said point bears North 14°31'36" West;

Thence Southwesterly along said curve through a central angle of 63°20'39" an arc distance of 724.14 feet to an intersection with a line being parallel with and 500.00 feet Southerly of the South line of said T. BRYAN'S SUBDIVISION;

Thence North $89^{\circ}43'11''$ West along said parallel line to an intersection with the Easterly right-of-way line of Nob Hill Road (Southwest 100 avenue) and a point on the municipal boundary of the Town of Davie, as established by aforesaid Chapter 84-420, Laws of Florida;

Thence along said municipal boundary the following two (2) courses;

Thence Southerly along said Easterly right-of-way line and the Southerly projection of said Easterly right-of-way line to a point of intersection with the South line of said Section 17;

Thence Easterly along said South line to the POINT OF BEGINNING.

Legal description of the United Ranches Ares, inclusive of the Rio Ranches neighborhood:

Portions of Tracts 25, 27 and 28, in Section 30, Township 50 South, Range 41 East, of "John W. Newman's Survey", according to the plat thereof as recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida, together with that portion of the hiatus lying West of said Section 30 and together with that portion of the South New River Canal right-of-way lying adjacent to said tracts and hiatus, more particularly described as follows:

COMMENCING at the Southeast corner of the Southwest one-quarter (SW 1/4) of said Section 30; thence Westerly along the South line of said Southwest one-quarter (SW 1/4) to an intersection with a line parallel with and 15 feet West of the East line of the Southwest one-quarter (SW 1/4) of said Section 30; thence Northerly along said parallel line to the South line of said Tract 28 and the POINT OF BEGINNING; thence along the municipal limits of Cooper City per Chapter 59-1195, Laws of Florida, as amended by Chapter 61-2050, Laws of Florida, the following nine (9) courses; thence Westerly along the South line of said Tracts 28 and 27 to the Southwest corner of said Tract 27; thence Northerly along the West line of said Tract 27 to the Northwest corner thereof; thence Westerly along the Easterly prolongation of the North line of Tract 26 of said "John W. Newman's Survey" to the Northeast corner of said Tract 26; thence Southerly along the East line of said Tract 26 to the Southeast corner thereof; thence Westerly along the South line of said Tracts 26 and 25 to the Southwest corner of said Tract 25; thence Northerly along the West line of said Tract 25, being on a line parallel with and 15 feet East of the West line of said Section 30, and along a portion of the municipal limits of Cooper City per Ordinance number 87-2-2 to the Northwest corner of said Tract 25; thence Westerly along the Westerly prolongation of the North line of said Tract 25 to the West line of said Section 30; thence Southerly along said West line to the Westerly prolongation of the South line of said Tract 25; thence Westerly along said Westerly prolongation to the East line of the municipal limits of Cooper City per Ordinance number 2001-4-2; thence Northerly along said municipal limits line and along the Northerly prolongation thereof to the centerline of the South New River Canal right-of-way; thence Easterly along said centerline and along the municipal limits of the Town of Davie per Chapter 84-420, Laws of Florida, to the Northerly prolongation of the East line of said Tract 28; thence Southerly along said prolongation and along a portion of the municipal limits of Cooper City per Chapter 59-1195, Laws of Florida, as amended by Chapter 61-2050, Laws of Florida, to the POINT OF BEGINNING;

LESS therefrom the following:

That portion of Cooper City per Ordinance number 85-6-1 described as follows; the North 378 feet of that portion of Tract 28, Section 30, Township 50 South, Range 41 East according to, John W. Newman's Survey, lying South of the South right of way line of South New River Canal, as recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida, said lands situate, lying and being in Broward County, Florida; less the East 45 feet for road right-of-way.

And also LESS:

That portion of Cooper City per Ordinance number 87-2-2 being a part of Tract 25, Section 30, Township 50 South, Range 41 East, "John W. Newman's Survey", as recorded in Plat Book 2, Page 26 Dade County Records, more particularly described as follows:

COMMENCE at the Southeast corner of said Tract 25; thence on an assumed bearing of North $00^{\circ}16'37.2''$ East along the East line of said Tract 25 a distance of 907.59 feet to the POINT OF BEGINNING; thence North $89^{\circ}15'43.2''$ West 340.58 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of South $83^{\circ}45'04.2''$ East; thence Northerly along the arc of said curve to the left, having a central angle of $01^{\circ}42'38.2''$ and a radius of 620.00 feet for an arc distance of 18.51 feet to a point on a non-tangent line; thence North $89^{\circ}43'23.2''$ West 306.07 feet to the West line of said Tract 25; thence North $00^{\circ}16'37.2''$ East along the said West line a distance of 284.02 feet to a line 50.00 feet South of and parallel with the North line of said Tract 25; thence South $89^{\circ}15'43.2''$ East along the said parallel line a distance of 645.01 feet to the said East line; thence South $00^{\circ}16'37.2''$ West along the said East line a distance of 300.01 feet to the POINT OF BEGINNING.

And also LESS:

All of Tract 26 and a portion of Tract 27, in Section 30, Township 50 South, Range 41 East, of "John W. Newman's Survey", according to the plat thereof as recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida, together with portions of the South New River Canal right-of-way lying adjacent to said tracts, more particularly described as follows:

COMMENCING at the Southeast corner of the Southwest one-quarter (SW 1/4) of said Section 30; thence Westerly along the South line of said Southwest one-quarter (SW 1/4) to an intersection with a line parallel with and 15 feet West of the East line of the Southwest one-quarter (SW 1/4) of said Section 30; thence Northerly along said parallel line to the South line of Tract 28 of said "John W. Newman's Survey"; thence along the municipal limits of Cooper City per Chapter 59-1195, Laws of Florida, as amended by Chapter 61-2050, Laws of Florida, the following two

(2) courses; thence Westerly along the South line of said Tracts 28 and 27 to the Southwest corner of said Tract 27; thence Northerly along the West line of said Tract 27 to a point on the South line of a parcel of land described in Official Records Book 33192, Page 1763 of the Public Records of Broward County, Florida and the POINT OF BEGINNING; thence Easterly along the South line of said parcel and along the Easterly prolongation thereof to the centerline of S.W. 108 Avenue; thence Northerly along said centerline to the centerline of the South New River Canal right-of-way; thence Westerly along said centerline and along the municipal limits of the Town of Davie, per Chapter 84-420, Laws of Florida to the Northerly prolongation of the West line of said Tract 26; thence Southerly along said Northerly prolongation and along said West line of Tract 26, a portion of which is along the municipal limits of Cooper City per Ordinance number 87-2-2, to the Southwest corner of said Tract 26; thence along the municipal limits of Cooper City per Chapter 59-1195, Laws of Florida, as amended by Chapter 61-2050, Laws of Florida, the following four (4) courses; thence Easterly along the South line of said Tract 26 to the Southeast corner thereof; thence Northerly along the East line of said Tract 26 to the Northeast corner thereof; thence Easterly along the Westerly prolongation of the North line of said Tract 27 to the Northwest corner of said Tract 27; thence Southerly along the West line of said Tract 27 to the POINT OF BEGINNING.

TOGETHER WITH:

Portions of Section 31, Township 50 South, Range 41 East and a portion of Section 25, Township 50 South, Range 40 East of "Florida Fruit Lands Company's Subdivision No. 1", as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, together with a portion of "F.M. Brown's Subdivision of Section 36, Township 50 South, Range 40 East", as recorded in Plat Book 4, Page 5 of the Public Records of Broward County, Florida, and also together with a portion of the hiatus between Range 41 East and Range 40 East, more particularly described as follows:

BEGINNING at the Southeast corner of the Southwest one-quarter (SW 1/4) of said Section 31; thence Westerly along the South line of said Section 31, also being the municipal limits of Cooper City per Ordinance number 83-6-4, to the East line of the West one-half (W 1/2) of Tracts 41, 42, 43 and 44 of said, "Florida Fruit Lands Company's Subdivision No. 1"; thence Northerly along said East line and along the municipal limits of Cooper City per Ordinance number 98-9-3 to the South line of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of said Section 31; thence Westerly along said South line and along said municipal limits to the Southwest corner of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of said Section 31; thence Northerly along the West line of said Section 31, also being the East line of the hiatus between Range 40 East and Range 41 East and along the municipal limits of Cooper City per Ordinance number 89-5-3 to a point 3901.54

feet South of the Northwest corner of said Section 31 (as measured along said Section line); thence Westerly along said municipal limits to the East line of Block 2 of the aforesaid "F.M. Brown's Subdivision of Section 36, Township 50 South, Range 40 East"; thence Northerly along said East line and along the municipal limits of Cooper City per Ordinance number 84-3-1 and Chapter 59-1195, Laws of Florida, as amended by Chapter 61-2050, Laws of Florida, to the Northeast corner of Lot 22 of said Block 2 and the Southeast corner of "Rio Ranches", according to the plat thereof as recorded in Plat Book 91, Page 30 of the Public Records of Broward County, Florida; thence Easterly along the Easterly prolongation of the South line of said "Rio Ranches" to the East line of said Section 36; thence Northerly along said East line to a point of intersection with the Easterly prolongation of the North line of said "Rio Ranches", being 40 feet South of the North line of said Section 36; thence Westerly along said Easterly prolongation to a point on the municipal limits of Cooper City per Ordinance number 95-10-1 said point being on a line parallel with and 55.00 feet west of the East line of said Section 36; thence Northerly along said parallel line, and said municipal limits to the North line of said Section 36; thence Easterly along said North line and along the municipal limits of Cooper City per Ordinance number 93-9-1 to a line parallel with and 50 feet West of the East line of said Section 25; thence Northerly along said parallel line and along said municipal limits to the South line of Tract 55 in said Section 25; thence Easterly along said South line and along the municipal limits of Cooper City per Ordinance number 2001-4-2 to the East limits of said Cooper City per Ordinance number 2001-4-2; thence Northerly along said East limits to the Westerly prolongation of the North line of said Section 31; thence Easterly along said Westerly prolongation and along the North line of said Section 31 and along the municipal limits of Cooper City per Chapter 59-1195, Laws of Florida, as amended by Chapter 61-2050, Laws of Florida, to the East line of the Northwest one-quarter (NW 1/4) of said Section 31; thence Southerly along said East line and along the municipal limits of Cooper City per Ordinance numbers 73-11-2 and 74-1-5 to the North line of Tract 20 in said Section 31; thence Westerly along said North line and along the municipal limits of Cooper City per Ordinance number 83-5-3 to the Northwest corner of said Tract 20; thence Southerly along the West line of said Tract 20 and along the West line of Tract 21 of said Section 31 and along the municipal limits of Cooper City per Ordinance numbers 83-5-3 and 76-9-2 to the Southwest corner of said Tract 21; thence Easterly along the South line of said Tract 21 and along the municipal limits of Cooper City per Ordinance numbers 76-9-2 and 89-9-1 to the East line of the Northwest one-quarter (NW 1/4) of said Section 31; thence Southerly along the East line of said Northwest onequarter (NW 1/4) and along the municipal limits of Cooper City per Chapter 59-1195, Laws of Florida, as amended by Chapter 61-2050, Laws of Florida, to the Northeast corner of the Southwest One-Quarter (SW 1/4) of said Section 31; thence Southerly along the East line of said Southwest one-quarter (SW 1/4), a portion of which is along the municipal limits of

Cooper City per Ordinance number 2002-03-01 and Ordinance number 84-8-7, to the POINT OF BEGINNING.

LESS therefrom the following:

That portion of Cooper City per Ordinance number 92-8-1 described as follows; the West 156.875 feet of the East 470.625 feet of the North 216.25 feet of the South 256.25 feet of tract 41 in Section 31, Township 50 South, Range 41 East of said "Florida Fruit Lands Company's Subdivision No. 1".

And also LESS:

That portion of Cooper City per Ordinance number 2001-5-1 described as follows; the South 143.50 feet of the West 125.00 feet of the East 1172.50 feet of tract 39, and the West 125.00 feet of the East 1172.50 feet less the South 35.00 feet of tract 40 in Section 31, Township 50 South, Range 41 East of said "Florida Fruit Lands Company's Subdivision No. 1".

And also LESS:

That portion of Cooper City per Ordinance number 89-5-6 described as follows; the South 215.37 feet of the West 450.00 feet of the East 1047.50 feet of tract 40 in Section 31, Township 50 South, Range 41 East of said "Florida Fruit Lands Company's Subdivision No. 1", less the South 55.00 feet; and less the East 287.49 feet thereof.

And also LESS:

That portion of Cooper City per Ordinance number 2000-3-2 described as follows; Parcel A, "Nur-ul Islam", according to the plat thereof, as recorded in Plat Book 149, at Page 28, of the Public Records of Broward County, Florida. Together with: the South 143.5 feet of the East 75 feet of Tract 39, and the North 190.5 feet of the East 75 feet of Tract 40 in Section 31, Township 50 South, Range 41 East (as measured from the East line of the Northeast quarter of Section 31) of said "Florida Fruit Lands Company's Subdivision No. 1"; less: the East 15 feet thereof.

And also LESS:

All of Tracts 24, 33 and 34 and a portion of Tracts 35 and 36 of Section 31, Township 50 South, Range 41 East of "Florida Fruit Lands Company's Subdivision No. 1", as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, and all of the plat of "Indian Pond", as recorded in Plat Book 139, Page 21 of the Public Records of Broward County, Florida, more particularly described as follows:

BEGIN at the Northeast corner of said Tract 24; thence Southerly along the East line of the Northwest one-quarter (NW 1/4) of said Section 31 and along the municipal limits of Cooper City per Chapter 59-1195, Laws of Florida, as amended by Chapter 61-2050, Laws of Florida, to the Northeast corner of the Southwest One-Quarter (SW 1/4) of said Section 31; thence Southerly along the East line of said Southwest One-Quarter (SW 1/4), a portion of which is along the municipal limits of Cooper City per Ordinance number 2002-03-01, to the Southeast corner of said Tract 36; thence Westerly along the South line of said Tract 36 and along the South line of said "Indian Pond" to the Southwest corner of said Tract 36, also being the Southwest corner of said "Indian Pond"; thence Northerly along the West line of "Indian Pond" and along the West line of said Tracts 34, 33 and 24 to the Northwest corner of said Tract 24; thence Easterly along the North line of said Tract 24 to the POINT OF BEGINNING.

And also LESS:

A portion of "Pleasant Acres", according to the plat thereof, as recorded in Plat Book 131, Page 48, of the public records of Broward County, Florida, and a portion of "Florida Fruit Lands Company's Subdivision No. 1", as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, in Section 31, Township 50 South, Range 41 East, more particularly described as follows:

BEGIN at the Southeast corner of Tract B of said "Pleasant Acres"; thence Westerly along the South line of said Tract B to the Southwest corner thereof; thence Northerly along the West line of said Tract B and along the Northerly prolongation thereof to the North line of said Section 31; thence Easterly along said North line and along the municipal limits of Cooper City per Chapter 59-1195, Laws of Florida, as amended by Chapter 61-2050, Laws of Florida, to a point of intersection with the Northerly prolongation of the East line of said Tract B; thence Southerly along said prolongation and along said East line to the POINT OF BEGINNING.

TOGETHER WITH:

A portion of "F.M. Brown's Subdivision of Section 36, Township 50 South, Range 40 East", as recorded in Plat Book 4, Page 5 of the Public Records of Broward County, Florida and all of "Rio Ranches", according to the plat thereof as recorded in Plat Book 91, Page 30 of the Public Records of Broward County, Florida, more particularly described as follows:

BEGIN at the intersection of the East line of said Section 36 with the Easterly prolongation of the South boundary of said "Rio Ranches"; thence Westerly along said Easterly prolongation to the Northeast corner of Lot 22, Block 2 of said "F.M. Brown's Subdivision of Section 36, Township 50 South, Range 40 East"; thence Westerly along the North line of said Lot 22 and the South line of said "Rio Ranches" and along the

municipal limits of Cooper City per Ordinance number 84-3-1 and per Chapter 59-1195, Laws of Florida, as amended by Chapter 61-2050, Laws of Florida to the Southeast corner of Lot 42 of said "Rio Ranches"; thence Northerly along the East line of said Lot 42 and along the municipal limits of Cooper City per Ordinance number 89-5-4 to the Northeast corner of said Lot 42; thence Westerly along the North line of said Lot 42 and along said municipal limits to the Northwest corner of said Lot 42; thence Southerly along the West line of said Lot 42 and along said municipal limits to the Southwest corner of said Lot 42 and the North line of the aforesaid Lot 22; thence Westerly along said North line and along the municipal limits of Cooper City per Ordinance number 84-3-1 to the Northwest corner of said Lot 22; thence Northerly along the West line of said "Rio Ranches" and along the municipal limits of Cooper City per Chapter 59-1195, Laws of Florida, as amended by Chapter 61-2050, Laws of Florida, to the Northwest corner of said "Rio Ranches"; thence Easterly along the North line of said "Rio Ranches", being 40 feet South of the North line of said Section 36, and along the municipal limits of Cooper City per Ordinance number 95-10-1 and along the Easterly prolongation thereof to the East line of said Section 36; thence Southerly along said East line to the POINT OF BEGINNING.

Said lands situate, lying and being in Broward County, Florida.

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