

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 FPL EASEMENT AND RIGHT-OF-WAY CONSENT AGREEMENT 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). Currently, FPL has a 15' easement and 20' temporary easement on the property. The proposed wetland plan includes the installation of structures throughout this easement. SFWMD requires FPL's approval of the wetland plan because of its use of the easement. Therefore, FPL has requested that the Town convert the temporary easement into a permanent one and shift the easement 7' north on the project site. FPL would release the southern 7 feet of its current 15' easement upon execution of the proposed easement. This action would involve no loss of property and provides FPL better access to its poles and lines. Finally, the proposed right-of-way consent agreement provides for FPL's consent to install 4 culverts and create a 25' wide channel through the easement on its western portion. Per the Town's FCT grant contract, these documents have been submitted for their review and approval.

PREVIOUS ACTIONS: None

CONCURRENCES: Not Applicable

FISCAL IMPACT: No

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve

Attachment(s): Resolution, Exhibit A: FPL Easement, Exhibit B: Partial Release of Easement, Exhibit C: Right-of-Way Consent Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE FPL EASEMENT AND RIGHT-OF-WAY CONSENT AGREEMENT FOR THE VAN KIRK PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Van Kirk project is currently being permitting through the South Florida Management District (SFWMD); and

WHEREAS, SFWMD requires FPL's consent to construct the portions of the project in its easement; and

WHEREAS, FPL has requested a modification to the Van Kirk FPL easement that will shift the easement 7' to the north and result in no loss of property; and

WHEREAS, FPL grants the Town a consent agreement for use of the easement.

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 FPL easement and the right-of-way consent agreement and authorizes the Mayor to execute the easement, attached as Exhibit "A", and agreement, attached as Exhibit "C", on behalf of the Town.

SECTION 2. 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: FPL EASEMENT

Prepared by: Harry F Kestner
FPL
P.O. Box 8248
Ft. Lauderdale, FL 33340-8248

RWO/SIO/TWO/ER _____
Sec.14, Twp_50S, Rge 40E
Parcel ID# _____

EASEMENT
(Corporate)

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, a Florida corporation, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility transmission and distribution lines (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 27 feet in width described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Together with the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____ day of _____, 2007.

Signed, sealed and delivered
in the presence of:

TOWN OF DAVIE, a Florida
Municipal Corp.

Signature:
Print Name: _____

By: _____
Print Name: Tom Truex
Its: Mayor

Signature:
Print Name: _____

Attest: _____ (Seal)
Print Name: Russell Muniz
Its: Town Clerk
Address:

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2007 before me, the undersigned notary public, personally appeared _____, _____(title) and _____, _____(title) of _____, a _____ corporation, personally known to me to be the persons who subscribed to the foregoing instrument or who have produced _____ and _____, respectively as identification, and acknowledged that they executed the same on behalf of said corporation and that they were duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Name (Print):

DESCRIPTION

Florida Power & Light Company Easement - Proposed

An easement lying over and across 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, 2572.98 feet to the **POINT OF BEGINNING**; thence South 89°48'14" West, 1247.84 feet to a point on the West line of said Block 1; thence along said line, North 00°09'23" West, 35.00 feet; thence North 89°48'14" East, 1247.83 feet to a point on the aforementioned East line of Block 1; thence along said line, South 00°09'39" East, 35.00 feet to the Point of Beginning.

Said lands lying and situate in the Town of Davie, Broward County, Florida, and containing 1.0026 acres (43,674 square feet), more or less.

SURVEYOR'S NOTES

SHEET 1 OF 2

- The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
- Measurements shown hereon are expressed in feet and decimal parts thereof.
- The 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, as depicted on the Map of Survey referenced in Surveyor's note 9.B.
- This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
- Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
- The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
- Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional Regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
- Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
- Sources of information utilized in the preparation of this sketch and description are as follows:
 - Record Plat entitled "**VAN KIRK GROVE**", Plat Book 15, Page 45, Broward County Public Records;
 - Boundary Survey prepared by Pulice Land Surveyors, Inc. dated 08/28/02, Order no. 43391.
 - Van Kirk Mitigation Plan prepared by J.J. Goldaslich & Associates, drawing dated June, 2006.
- Block 1, VAN KIRK is not shown in its entirety for the purposes of this Sketch of Description.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY that the herein captioned Sketch of Description is true and correct to the best of my knowledge and belief, as prepared under my direction, supervision and responsible charge.

Sun-Tech Engineering, Inc.

Date of Preparation: October 22, 2007



 Date 10-22-07

Charles E. Rossi, P.L.S.
Professional Surveyor and Mapper
Florida Registration No. 4798

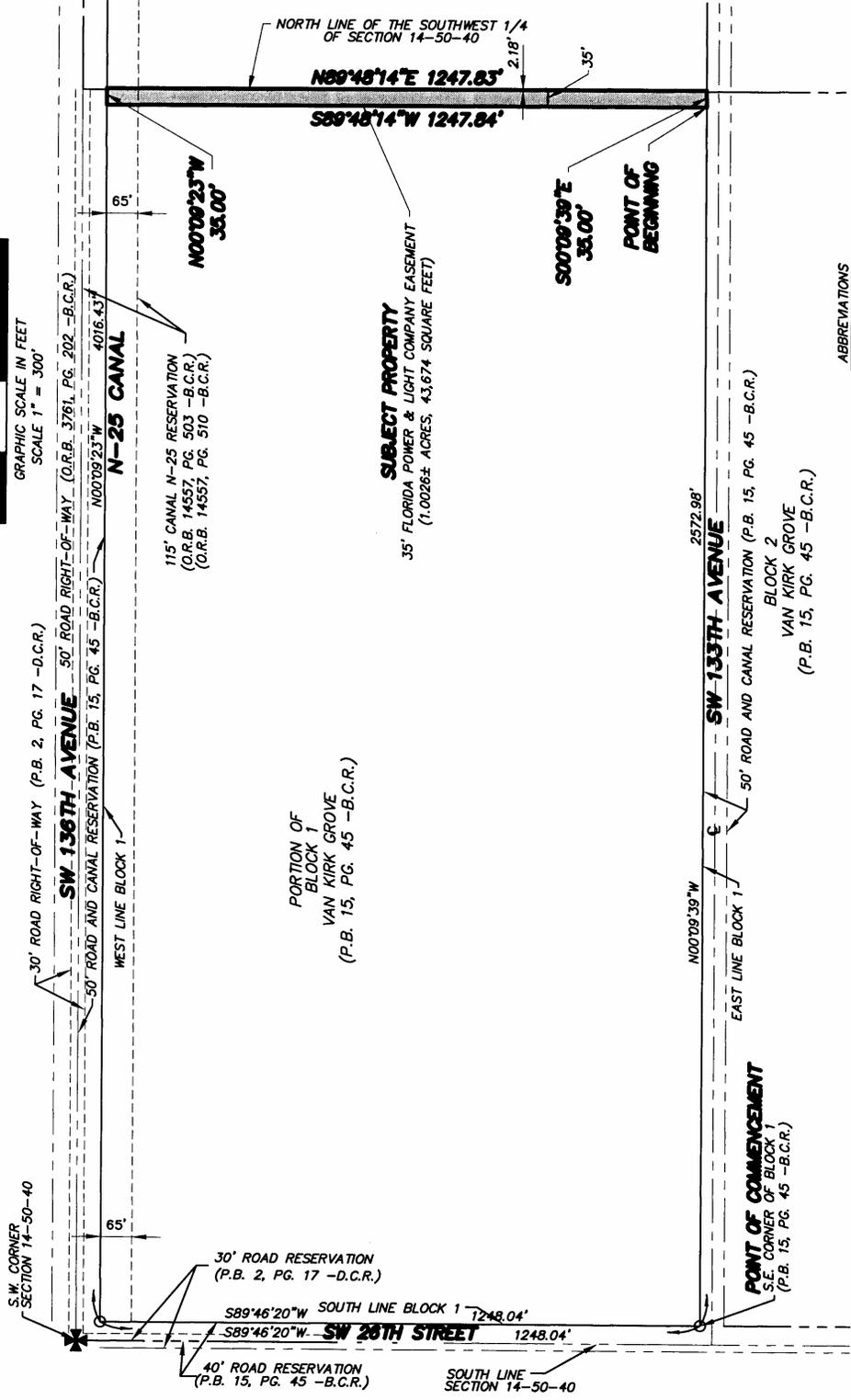
EXHIBIT "A"

ABBREVIATIONS

- B.C.R. BROWARD COUNTY RECORDS
- P.B. PLAT BOOK
- PG. PAGE
- RAW RIGHT OF WAY
- F.P.&L.CO. FLORIDA POWER & LIGHT COMPANY



Sun-Tech Engineering, Inc.
 Engineering - Surveying - Planning
 Certificate of Authorization Number LA 7019
 1600 West Oakland Park Boulevard Phone (954) 777-3123
 Ft. Lauderdale, FL 33311 Fax (954) 777-3174



- 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

EXHIBIT "A"

MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF

SUN 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

EXHIBIT B: PARTIAL RELEASE OF EASEMENT

This instrument was prepared by:
Harry F. Kestner, Jr.
Florida Power & Light
Post Office Box 14000
Juno Beach, Florida 33408-0420

PARTIAL RELEASE OF EASEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, the owner and holder of an Easement dated January 21, 1987 and recorded in Official Records Book 14136, Page 583 of the Public Records of Broward County, Florida, for and in consideration of certain benefits accruing to it, does hereby release so much of said Easement as lies within the following described property:

That portion of Block 1 of VAN KIRK GROVE, according to the Plat thereof recorded in Plat Book 15 at Page 35 of the Public Records of Broward County, Florida, that lies within the following described strip of land:

The South 7 feet of the North 40 feet of the Southwest ¼ of Section 14, Township 50 South, Range 40 East, said lands lying and being in Broward County, Florida.

and hereby agrees that from and after the date hereof the herein described property shall be freed to said Easement and the rights and privileges granted therein. This release applies only to the property specifically described herein and in no way affects other lands, if any, covered by said Easement.

IN WITNESS WHEREOF, the said FLORIDA POWER & LIGHT COMPANY has caused this Partial Release of Easement to be signed in its name by its proper officers and its corporate seal to be affixed, this 13th day of AUGUST 2006.

Signed, sealed and delivered
in the presence of:

Michelle Kahmann
Signature: **Michelle Kahmann**

Name (Print)
William R. Mauser
Signature: **WILLIAM R. MAUSER**
Name (Print)

FLORIDA POWER & LIGHT COMPANY

By: J. T. Corson
Its: Corporate Real Estate Manager

Print Name: J. T. Corson

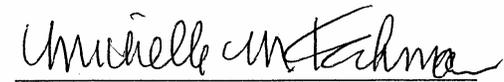
(Acknowledgment continued on next page.)

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

On this 11th day of August, 2006 before me, the undersigned notary public, personally appeared J. T. Corson, Corporate Real Estate Manager of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC, STATE OF FLORIDA

 Michelle M. Kahmann
Name (Print): _____ My Commission DD242883
Commission No.: _____ Expires September 18, 2007
My Commission Expires: _____

EXHIBIT C: RIGHT-OF-WAY CONSENT AGREEMENT

Line Name: Andytown-Conservation #3-230kV
Structure #86S3 - 86S7
Section 14, Township 50 South, Range 40 East

RIGHT-OF-WAY CONSENT AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereinafter referred to as "Company", hereby consents to Town of Davie, a Florida Municipal Corp., whose mailing address is 6591 Orange Drive, Davie, FL 33314, hereinafter referred to as "Licensee", using an area within Company's right-of-way granted by that certain Agreement recorded in OR Book 14136, at Page 583 & OR Book _____, at Page _____, Public Records of Broward County, Florida. The said area within Company's right-of-way, hereinafter referred to as "Lands", is more particularly described on Exhibit "A" attached hereto. The use of the Lands by Licensee, shall be solely for the purpose of installing four (4) 24 inch culverts and a 25' wide channel in the westerly portion of the easement as shown on the plans and specifications by Licensee, attached hereto as Exhibit "B".

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.
2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within thirty (30) days of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.
3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.
4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a forty (40) foot wide setback, twenty (20) feet on each side, from Company's facilities.
5. Trees, shrubs, and other foliage planted or to be planted upon the Lands by Licensee are not to exceed, at maturity, a height of fourteen (14) feet above existing grade. Licensee hereby agrees to maintain the height of all vegetation on the Lands at a height not to exceed fourteen (14) feet above existing grade.
6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.
8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities.
9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.
10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.
11. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.
12. To the extent permitted by law and subject to the limitations set forth in Section 768.28(5) Florida Statutes, Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as FPL Entities), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property whether or not due to or caused by the negligence of FPL Entities, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense. Nothing in this Agreement is intended to waive any applicable rights of sovereign immunity.
13. Licensee shall, during the period of this Agreement, maintain at its sole expense a liability policy with minimum limits of \$1,000,000 for bodily injury or death of person(s) and \$1,000,000 for property damage arising out of a single occurrence. Said policy shall be endorsed to insure against obligations assumed by Licensee in the indemnity (Paragraph 12). A certificate of insurance shall be furnished to Company evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.
14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.
15. The use granted herein as shown on Exhibit "B" shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction stopped for a period of two (2) months or more in immediate termination of this Agreement in accordance with Paragraph 14 herein for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.
16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

17. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this Consent Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.

18. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the company, which consent shall not be unreasonably withheld.

19. This Agreement includes and is subject to the provisions described on the attached Addendum.

The parties have executed this Agreement this _____ day of _____, 2007.

Witnesses:

FLORIDA POWER & LIGHT COMPANY

Signature: _____
Print Name: _____

By: _____
Its: Area Real Estate Project Manager
Print Name: J. T. Corson

Signature: _____
Print Name: _____

Witnesses:

LICENSEE:

Signed, sealed and delivered
In the presence of:

TOWN OF DAVIE, A Florida
Municipal Corp.

Signature: _____
Print Name: _____

By: _____
Its: Mayor
Print Name: Thomas Truex

Signature: _____
Print Name: _____

ATTEST (MUNICIPAL SEAL):

Signature: _____
Print Name: _____

BY: _____
Russell Muniz
Town Clerk

Signature: _____
Print Name: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
John Rayson
Town Attorney

ADDENDUM

1. Licensee shall provide FPL complete unrestricted access to its easement area and facilities at all times, and will allow FPL to install its Company lock in series with licensee's lock on any locked gates that would restrict Company access to its easement and facilities.

2. It is understood and agreed that should the Company, in the course of maintaining its existing facilities, or the installation of new facilities within the Company easement, damage any of the Licensee's improvements the Company will not be liable for repairing or replacing any such improvements within the easement area.

DESCRIPTION

Florida Power & Light Company Easement - Proposed

An easement lying over and across 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, 2572.98 feet to the **POINT OF BEGINNING**; thence South 89°48'14" West, 1247.84 feet to a point on the West line of said Block 1; thence along said line, North 00°09'23" West, 35.00 feet; thence North 89°48'14" East, 1247.83 feet to a point on the aforementioned East line of Block 1; thence along said line, South 00°09'39" East, 35.00 feet to the Point of Beginning.

Said lands lying and situate in the Town of Davis, Broward County, Florida, and containing 1.0026 acres (43,674 square feet), more or less.

SURVEYOR'S NOTES

SHEET 1 OF 2

- The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited. Measurements shown hereon are expressed in feet and decimal parts thereof.
- The 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, as depicted on the Map of Survey referenced in Surveyor's note 9.B.
- This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
- Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
- The undersigned Surveyor has not been provided a current title commitment or abstract or matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional Regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
- Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
- Sources of information utilized in the preparation of this sketch and description are as follows:
 - Record Plat entitled "**VAN KIRK GROVE**", Plat Book 15, Page 45, Broward County Public Records;
 - Boundary Survey prepared by Pulice Land Surveyors, Inc. dated 08/28/02, Order no. 43391.
 - Van Kirk Mitigation Plan prepared by J.J. Goldasich & Associates, drawing dated June, 2006.
- Block 1, VAN KIRK is not shown in its entirety for the purposes of this Sketch of Description.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY that the herein captioned Sketch of Description is true and correct to the best of my knowledge and belief, as prepared under my direction, supervision and responsible charge.

Sun-Tech Engineering, Inc.

Date of Preparation: October 22, 2007

[Signature]
Date **10-22-07**

Charles E. Rossi, P.L.S.
Professional Surveyor and Mapper
Florida Registration No. 4798

EXHIBIT "A"

ABBREVIATIONS

- B.C.R. BROWARD COUNTY RECORDS
- P.B. PLAT BOOK
- P.G. PAGE
- R/W RIGHT OF WAY
- F.P.&L.C.O. FLORIDA POWER & LIGHT COMPANY

2483645@fla.com

1/02/06

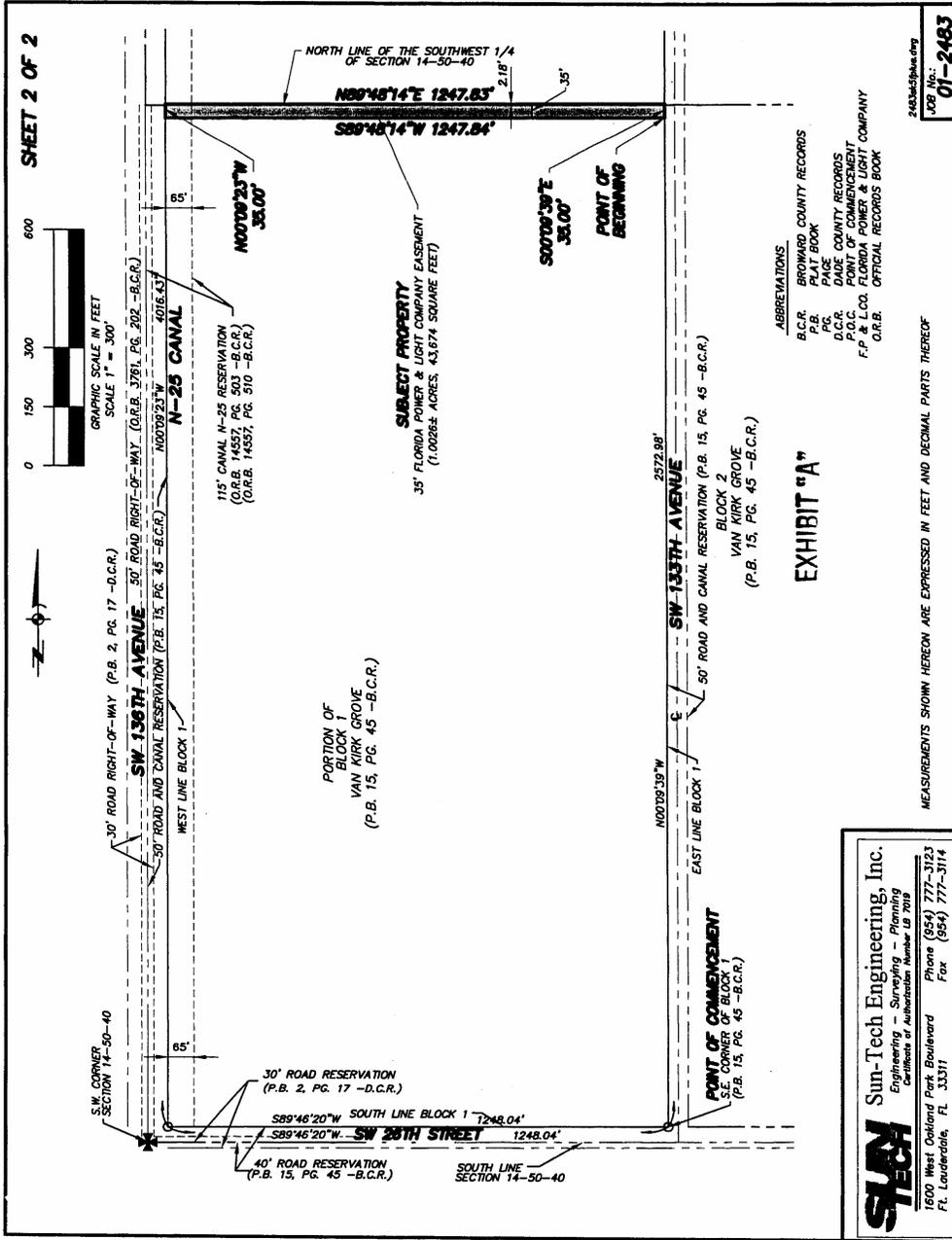
01-2483

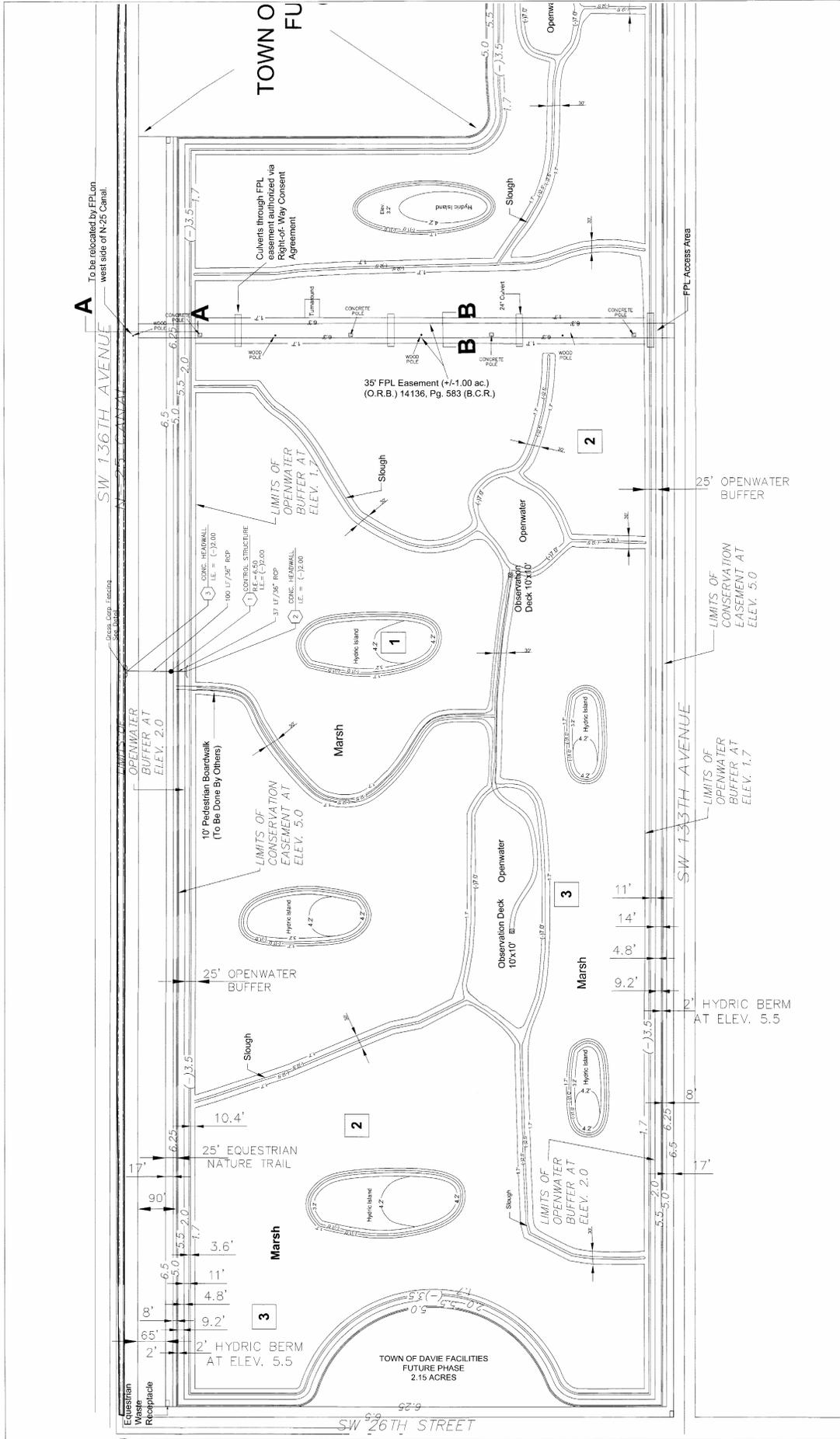
DATE	REVISION	BY	CHK
8-07-07	REVISED BEARING	WV	CER
9-20-07	REVISED SKETCH & DESCRIPTION	WV	CER
10-22-07	REVISED SKETCH & DESCRIPTION	WV	CER

SUN-TECH Sun-Tech Engineering, Inc.

Engineering - Surveying - Planning
Department of Administration - Bureau of Public Works
1600 West Oakland Park Boulevard Phone (954) 777-3123
Fl. Lauderdale, Fl. 33311 Fax (954) 777-3114

EXHIBIT "A"





DATE	7/05	SCALE: 1" = 100'	SHEET	1 of 2
DATE	6/06	Revision		
	9/07	Contours added per SFWMD		
		Easement revised per FPL		

VAN KIRK PROPERTY
 Town of Davie/Home Dynamics Corp.
 Offsite Mitigation Plan View
 Section 14, Township 50, Range 40
 Davie, Broward County

J.J. Goldasich & Associates, Inc.
 (561) 883-9555
 Fax (561) 883-0054
 Environmental Consultants
 Professional Wetland Scientists

