

PROPOSED

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ACCEPTING AN EASEMENT RELATED TO THE PROVISION OF WATER AND WASTEWATER SERVICES, OVER, ACROSS, UNDER, AND THROUGH REAL PROPERTY LOCATED IN THE CITY OF LAUDERHILL, FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Lauderhill ("City") is the owner of certain property located in the City of Lauderhill, Florida ("Property"), which Property is more particularly described in the legal description and sketch made subject to the Easement agreement in Attachment 1;

WHEREAS, Broward County, Florida ("County"), requested from City, a nonexclusive and perpetual easement, over, across, under, and through the Property for water mains, wastewater force mains, reclaimed water mains, and/or any other water and wastewater installations which may be required, for purposes of providing water supply service for domestic, commercial, industrial, or other use and for the collection of domestic, commercial, industrial, or other kinds of wastewater to and from the Property and other parcels of real property which may or may not abut and be contiguous to the Property ("Easement");

WHEREAS, City is willing to grant such Easement to the County as provided in the Easement agreement in Attachment 1; and

22 WHEREAS, the Board of County Commissioners of Broward County, Florida
23 (“Board”), has determined that acceptance of the Easement agreement serves a public
24 purpose and is in the best interest of the County, NOW, THEREFORE,

25 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
26 BROWARD COUNTY, FLORIDA:

27 Section 1. The recitals set forth in the preamble to this Resolution are true,
28 accurate, and incorporated by reference herein as though set forth in full hereunder.

29 Section 2. The Board hereby accepts the Easement agreement attached to this
30 Resolution as Attachment 1.

31 Section 3. The Easement agreement in Attachment 1 shall be properly
32 recorded in the Public Records of Broward County, Florida.

33 Section 4. Severability.

34 If any portion of this Resolution is determined by any court to be invalid, the invalid
35 portion will be stricken, and such striking will not affect the validity of the remainder of this
36 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
37 legally applied to any individual, group, entity, property, or circumstance, such
38 determination will not affect the applicability of this Resolution to any other individual,
39 group, entity, property, or circumstance.

Return to:
Broward County Real Property Section
115 S Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

Prepared and approved as to form by:
Christina A. Blythe
Assistant County Attorney

Folio Number: 5042-0624-2140

EASEMENT AGREEMENT

This Easement Agreement (“Easement Agreement”) is made this ____ day of _____, 20__ (“Effective Date”), by the City of Lauderhill, a municipal corporation of the State of Florida (“Grantor”), whose address is 5581 W. Oakland Park Blvd., Lauderhill, Florida 33313, in favor of Broward County, a political subdivision of the State of Florida (“Grantee”), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Grantor and Grantee are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

(Wherever used herein the terms, “Grantor” and “Grantee” shall include heirs, legal representatives, successors, and assigns).

RECITALS

- A. Grantor is the fee simple owner of the following property located in Broward County, Florida (the “Property”):

See Exhibit A with accompanying sketch of description attached hereto and made a part hereof

- B. Grantee desires a nonexclusive and perpetual easement over, across, under, and through the Easement Area, as defined in Section 2, for water mains, wastewater force mains, reclaimed water mains, and/or for any other water and wastewater installations (collectively, “Facilities”) which may be required for the purpose of providing water supply service for domestic, commercial, industrial, or other use and for the collection of domestic, commercial, industrial, or other kinds of wastewater to and from properties, inclusive of the Property, which may or may not abut and being contiguous to the easement (“Easement”).

- C. Grantor is willing to grant the Easement to Grantee under the terms herein.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. The recitals set forth above are true and accurate, and fully incorporated by reference herein.
2. Grantor hereby grants unto Grantee, its licensees, agents, and independent contractors the Easement together with any incidental or necessary appurtenances thereto ("Easement Area"), which Easement Area is further described in **Exhibit A** attached hereto and made a part hereof.
3. Grantor hereby approves the drawings, plans, and/or specifications for certain existing and proposed Facilities in the Easement Area, as more particularly described in **Exhibit B** attached hereto and made a part hereof ("Preapproved Facilities"). Before any Facilities are constructed or installed within the Easement Area, except for the Preapproved Facilities, Grantee shall provide construction plans and drawings for Grantor's review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
4. Grantor agrees that no obstructions that would interfere with the maintenance or improvement of Grantee's Facilities may be placed in the Easement Area without Grantee's prior consent.
5. Grantee shall, at its sole cost and expense, repair any damage to the Easement Area caused by Grantee's use of the Easement Area pursuant to this Easement Agreement.
6. Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement.
7. This Easement Agreement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
8. This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. This Easement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Easement Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Easement Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.

10. Grantee, at its own expense, shall record this fully executed Easement Agreement in its entirety in the Official Records of Broward County, Florida.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under its signature and certifies that he/she has the authority to execute this Instrument.

GRANTOR

Witness #1:

City of Lauderhill, a municipal corporation of the State of Florida

Signature

By _____
Signature

Print Name of Witness

Print Name

Witness #2

Signature

Title

Print Name of Witness

____ day of _____, 20__

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 20__, by _____ as _____ for the City of Lauderhill [] who is personally known to me or [] who has produced _____ as identification.

Notary Public:

Signature: _____

Print Name: _____

State of Florida
My Commission Expires: _____
Commission Number: _____

(Notary Seal)

20 FOOT UTILITY EASEMENT

LAND DESCRIPTION:

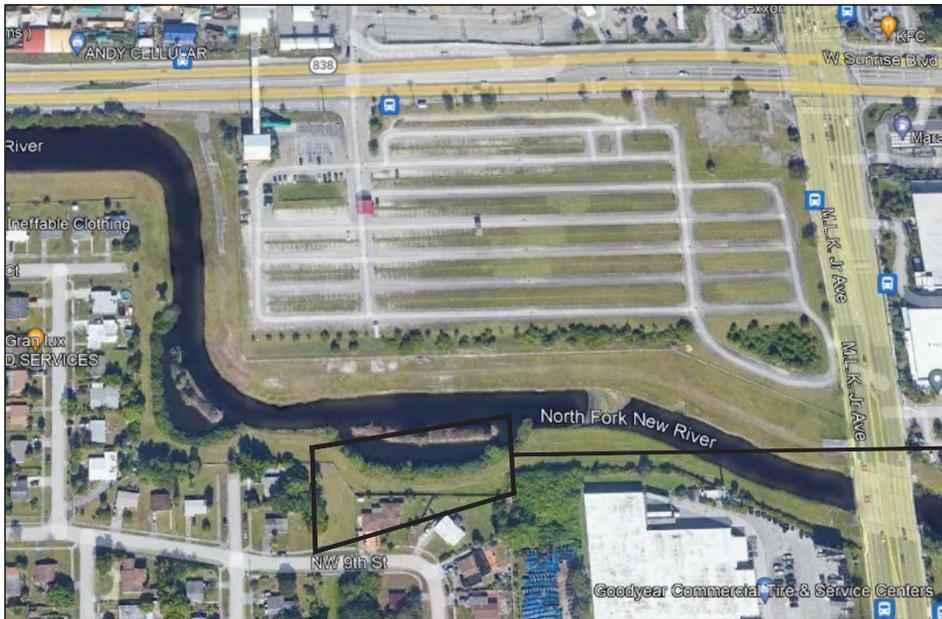
A PORTION OF DRAINAGE CANAL, ACCORDING TO SUNRISE HEIGHTS, AS RECORDED IN PLAT BOOK 48, PAGE 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 46 OF SAID PLAT,
 THENCE ALONG THE EAST LINE OF SAID BLOCK 46 NORTH 00°31'00" EAST A DISTANCE OF 77.28 FEET;
 THENCE NORTH 47°47'19" EAST A DISTANCE OF 48.79 FEET;
 THENCE SOUTH 89°31'51" EAST A DISTANCE OF 173.57 FEET;
 THENCE NORTH 47°47'19" EAST A DISTANCE OF 43.53 FEET;
 THENCE SOUTH 88°57'23" EAST A DISTANCE OF 73.62 FEET TO THE EAST LINE OF SAID PLAT;
 THENCE ALONG THE SOUTH LINE OF SAID PLAT SOUTH 00°31'00" WEST A DISTANCE OF 20.00 FEET;
 THENCE NORTH 88°57'23" WEST A DISTANCE OF 65.88 FEET;
 THENCE SOUTH 47°47'19" WEST A DISTANCE OF 43.41 FEET TO A POINT ON THE NORTH LINE OF BLOCK 30 OF SAID PLAT;
 THENCE ALONG THE NORTH LINE OF BLOCK 30 NORTH 89°31'51" WEST A DISTANCE OF 173.57 FEET;
 THENCE SOUTH 47°47'19" WEST A DISTANCE OF 32.22 FEET;
 THENCE SOUTH 00°31'00" WEST A DISTANCE OF 68.56 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF NORTH WEST 9TH STREET;
 THENCE ALONG THE NORTH RIGHT OF WAY OF NORTH WEST 9TH STREET NORTH 89°22'47" WEST A DISTANCE OF 20.00 FEET,
 TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA CONTAINING 8,004.2822 SQUARE FEET (0.1838 ACRES) MORE OR LESS.

SURVEY NOTES AND QUALIFICATIONS:

1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid
2. Bearings shown hereon are relative to the plat of SUNRISE HEIGHTS, PB 48, PG 37, BCR.
3. Data shown hereon was compiled from instruments of record and does not constitute a field survey as such.



LEGEND

- BCR - Broward County Records
- ORB - Official Records Book
- PB - plat book
- PG - page
- POB - point of beginning
- POC - point of commencement
- ROW - right-of-way

SITE LOCATION



Scott J. Douglass
 Digitally signed by Scott J. Douglass
 Date: 2022.03.11 10:56:44 -05'00'
 For the Firm: Scott J. Douglass
 Professional Surveyor & Mapper
 Florida Registration No 4532

PREPARED FOR:

BROWARD COUNTY
 WATER & WASTEWATER ENGINEERING DIVISION
 2555 W. COPANS ROAD
 POMPANO BEACH, FLORIDA 33069

LOCATION MAP:
 SCALE: NOT TO SCALE



PREPARED BY:

DOUGLASS, LEAVY & ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS
 7914 WILES ROAD
 CORAL SPRINGS, FLORIDA 33067
 OFFICE: (954) 344-7994 FAX: (954) 344-2636
 LICENSED BUSINESS No. 6727

REVISIONS:	Description	Date	Fb/Pg

DRAWING DATA:
 Drawing date: 2/15/2022
 fb/pg source: NONE
 Drafter: SJD
 Checked: SJD
 CADD dwg no: 22008EASEMENT

SHEET: 1/2

EXHIBIT B
PREAPPROVED FACILITIES

400 Linear Feet of 8" ductile iron water main