

**PROPOSED**

RESOLUTION NO. 2021-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ACCEPTING A BUS SHELTER EASEMENT ON, OVER, ACROSS, AND THROUGH A PORTION OF REAL PROPERTY OWNED BY HTG FIORI, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND LOCATED IN HOLLYWOOD, FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, HTG FIORI, LLC, a Florida limited liability company, is the owner of certain real property located in Hollywood, Florida ("Property"), which Property is more particularly described in the legal description and sketch made subject to the Bus Shelter Easement, which is attached hereto and made a part hereof as Attachment 1 ("Bus Shelter Easement");

WHEREAS, HTG FIORI, LLC, is willing to grant the Bus Shelter Easement to Broward County, Florida ("County"), in accordance with the terms of the Bus Shelter Easement; and

WHEREAS, the Board of County Commissioners of Broward County, Florida ("Board"), has determined that acceptance of the Bus Shelter Easement serves a public purpose and is in the best interest of the County, NOW, THEREFORE,

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

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

Section 2. The Board hereby accepts the Bus Shelter Easement attached as Attachment 1.



This instrument was prepared by:  
Richard E. Deutch, Jr., Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

### BUS SHELTER EASEMENT

This BUS SHELTER EASEMENT, made and effective this 2nd day of July, 2021 (“Effective Date”), is by HTG FIORI, LLC, a Florida limited liability company, whose address is 3225 Aviation Avenue, 6th Floor, Miami, Florida 33133 (“Grantor”), to BROWARD COUNTY, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301-1801 (“County”).

### RECITALS

**WHEREAS**, Grantor is the owner of certain real property located in Broward County, Florida, and more particularly described as follows:

See Exhibit “A,” attached hereto and made a part hereof (“Property”); and

**WHEREAS**, County desires a perpetual easement on, over, across, and through the Property for the purposes of constructing a bus shelter on the Property, maintaining and repairing the bus shelter built on the Property by County, allowing the public to use the bus shelter built on the Property by County, and any other incidental purposes necessary thereto (“Easement”); and

**WHEREAS**, Grantor is willing to grant the Easement to County upon the terms contained herein;

**NOW THEREFORE**, for good and valuable consideration, including the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals set forth in the above WHEREAS clauses are true, accurate, and incorporated herein by this reference.

2. Grantor hereby grants unto County the Easement in accordance with the terms contained herein. This Easement grants County the right to construct a bus shelter on the Property, maintain and repair the bus shelter built on the Property by County, allow the public to use the bus shelter built on the Property by County, and perform any other incidental activities necessary thereto. County’s agents, contractors, and subcontractors may also use the Property for the above stated purposes.

3. Grantor may, for its own purposes, utilize the Property, and shall retain a right of free ingress and egress in, over, through, upon, and across the Property that does not unreasonably interfere with County's exercise of the Easement.

4. Grantor represents and warrants that it owns the Property.

5. To the extent permitted by law, and without County waiving its sovereign immunity, each party is responsible for all personal injury and property damage attributable to the negligent, reckless, or intentional acts or omissions of itself and its officers, employees, and agents.

6. This Easement shall not be released or amended without the consent of both parties as evidenced by a document recorded in the Public Records of Broward County, Florida.

7. County, at its own expense, shall record this fully executed Easement in its entirety in the Public Records of Broward County, Florida.

8. This Easement shall be governed by and interpreted according to the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Easement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

9. This instrument contains the entire agreement between the parties relating to the rights granted and obligations assumed pursuant to this instrument. Any oral representations or modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the party to be charged therewith.

10. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

11. In order for a notice to a party to be effective under this Easement, notice must be sent via U.S. first-class mail with a contemporaneous copy sent via e-mail to the addresses listed below and shall be effective upon mailing, or by any nationally recognized overnight mail delivery service, such as Fed Ex. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

**FOR GRANTOR:**

3225 Aviation Avenue, 6th Floor, Miami, Florida 33133

Email Address: mattr@htgf.com

**FOR COUNTY:**

Broward County Real Property Section, Attn: Director, Real Property

Governmental Center, Room 501-RP

115 South Andrews Avenue

Fort Lauderdale, Florida 33301

Email Address: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in its name on the day and year first written above.

Signed, sealed and delivered  
in the presence of:

GRANTOR

HTG FIORI, LLC,  
a Florida limited liability company

Carrie Schaffer  
Printed Name: Carrie Schaffer

By: HTG FIORI MANAGER, LLC,  
a Florida limited liability company, its  
Manager

Glenda Brown  
Printed Name: Glenda Brown

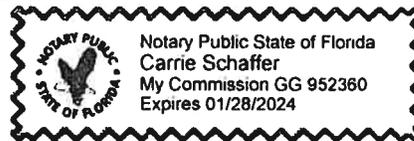
By: Matthew A. Rieger  
Matthew A. Rieger, Manager

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE   ) ss

The foregoing instrument was acknowledged before me this 02<sup>ND</sup> day of JULY, 2021 by means of  physical presence or  online notarization, by Matthew A. Rieger, as Manager of HTG Fiori Manager, LLC, a Florida limited liability company, the Manager of HTG Fiori, LLC, a Florida limited liability company, on behalf of the companies. Such person is personally known to me.

Carrie Schaffer  
Notary Public, State of Florida at Large  
My Commission Expires: 01/28/2024

[NOTARY SEAL]



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE BUS SHELTER EASEMENT**

A PORTION OF LOT 1, BLOCK 8, "HOLLYWOOD SOUTH SIDE ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 87°55'25" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF DEWEY STREET, ALSO BEING THE SOUTH LINE OF SAID BLOCK 8 FOR 15.50 FEET; THENCE NORTH 01°18'58" WEST ALONG A LINE LYING 9.00 FEET EAST OF AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF FEDERAL HIGHWAY (U.S. HIGHWAY NO. 1) (STATE ROAD NO. 5) (SOUTH 18TH AVENUE) FOR 36.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°55'25" WEST 6.00 FEET; THENCE NORTH 01°18'58" WEST ALONG A LINE LYING 3.00 FEET EAST OF AND PARALLEL TO SAID RIGHT-OF-WAY LINE 15.73 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, BEING 3.00 FEET EAST OF AND CONCENTRIC WITH THE AFOREMENTIONED EAST RIGHT-OF-WAY, HAVING A RADIUS OF 103.00 FEET, A CENTRAL ANGLE OF 01°21'21", FOR AN ARC DISTANCE OF 2.44 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 87°55'25" EAST 6.00 FEET TO THE BEGINNING OF A CIRCULAR NON- TANGENT CURVE CONCAVE WESTERLY FROM WHICH A RADIAL LINE BEARS SOUTH 87°21'39" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, BEING 9.00 FEET EAST OF AND CONCENTRIC WITH THE AFOREMENTIONED EAST RIGHT-OF-WAY, HAVING A RADIUS OF 109.00 FEET, A CENTRAL ANGLE OF 01°19'23", FOR AN ARC DISTANCE OF 2.52 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°18'58" EAST ALONG A LINE LYING 9.00 FEET EAST OF AND PARALLEL TO THE AFOREMENTIONED EAST RIGHT-OF-WAY 15.66 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 109 SQUARE FEET, MORE OR LESS.