

PROPOSED

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING AN AGREEMENT TO TRANSFER PROPERTY; AUTHORIZING THE ACCEPTANCE OF A QUITCLAIM DEED FROM THE CITY OF SUNRISE FOR CERTAIN REAL PROPERTY LOCATED IN THE CITY OF SUNRISE; GRANTING A UTILITY EASEMENT TO THE CITY OF SUNRISE; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") has adopted a work program that includes a project to widen and improve State Road 869, the Sawgrass Expressway, in Broward County, Florida, from south of Sunrise Boulevard to Atlantic Boulevard ("Project");

WHEREAS, Broward County ("County") and the City of Sunrise ("City") have asked FDOT to consider the design and construction of a fully directional interchange at Pat Salerno Drive and the Sawgrass Expressway, with ramps accommodating traffic movements both to and from the south and to and from the north ("Full Interchange") as part of the overall Project, and FDOT has agreed to add the Full Interchange to the Project, subject to certain conditions, including transfer of certain property (as defined below) owned by the City;

WHEREAS, the City holds title to real property located in the City of Sunrise, Florida, and identified as folio numbers 4940 23 01 0011, 4940 23 01 0012, 4940 23 01 0013, and 4940 26 07 0070 ("Parcels"), which Parcels are more particularly described in

the legal description within the quitclaim deed attached hereto and made a part of this Resolution as Exhibit A to Attachment A ("Quitclaim Deed");

WHEREAS, the City wishes to transfer the Parcels to the County to facilitate the construction of the Full Interchange, and the Board of County Commissioners of Broward County ("Board") wishes to accept the Parcels and the Quitclaim Deed;

WHEREAS, the County and the City wish to enter into an Agreement to Transfer Property related to the Sawgrass Expressway Pat Salerno Drive Interchange ("Agreement") in the form attached to this Resolution as Attachment A to provide the terms pursuant to which the City and County have agreed to transfer the Parcels;

WHEREAS, the City has installed water main improvements in certain of the Parcels and has requested that the County grant the City an easement in the form attached as Attachment B to the Resolution ("Easement"); and

WHEREAS, the Board wishes to grant the Easement to City, 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 deemed incorporated by reference herein as though set forth in full hereunder.

Section 2. The Board approves the Agreement, authorizes the Broward County Mayor to execute the Agreement in the same form as Attachment A, and authorizes the County Administrator to attest to such execution.

44 Section 3. The Board approves the acceptance of the Quitclaim Deed in the
45 same form as Exhibit A to Attachment A and authorizes the recording of the Quitclaim
46 Deed in the Public Records of Broward County, Florida.

47 Section 4. The Board authorizes the conveyance of the Easement at no cost to
48 the City for the sole purposes of the construction, reconstruction, rebuilding, replacement,
49 repair, operation, distribution, and maintenance of the City's water main and all
50 appurtenances thereto.

51 Section 5. The Board authorizes the Broward County Mayor to execute the
52 Easement in the same form as Attachment B to this Resolution and authorizes the County
53 Administrator to attest to such execution.

54 Section 6. The Easement shall be properly recorded in the Public Records of
55 Broward County, Florida.

56 Section 7. Severability.

57 If any portion of this Resolution is determined by any court to be invalid, the invalid
58 portion will be stricken, and such striking will not affect the validity of the remainder of this
59 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
60 legally applied to any individual, group, entity, property, or circumstance, such
61 determination will not affect the applicability of this Resolution to any other individual,
62 group, entity, property, or circumstance.

64 | This Resolution is effective upon adoption.

By: /s/ Annika E. Ashton 10/03/2022
Annika E. Ashton (date)
Deputy County Attorney

AGREEMENT TO TRANSFER PROPERTY RELATED TO THE SAWGRASS EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE

This Agreement to Transfer Property related to the Sawgrass Expressway Pat Salerno Drive Interchange ("Agreement") is entered into by Broward County, a political subdivision of the State of Florida ("County"), whose address is 115 South Andrews Avenue, Rm. 501, Fort Lauderdale Florida 33301, and the City of Sunrise, a Florida municipal corporation ("City"), whose address is 10770 W Oakland Park Blvd Sunrise, Florida 33351 (collectively, the County and City are referred to as the "Parties").

RECITALS

A. The Florida Department of Transportation ("FDOT") has adopted a work program which includes a project to widen and improve State Road 869, the Sawgrass Expressway, in Broward County, Florida, from south of Sunrise Boulevard to Atlantic Boulevard, as described in the Department's Five-Year Adopted Work Program as Financial Project Number (FPN) 437155-1 ("Project").

B. A partial interchange currently exists within the Project limits at Pat Salerno Drive, an arterial roadway under the jurisdiction of the City, and State Road 869, with ramps accommodating traffic movements to and from the south.

C. The County and the City have asked FDOT to consider design and construction of a fully directional interchange at Pat Salerno Drive and the Sawgrass Expressway, with ramps accommodating traffic movements both to and from the south and to and from the north ("Full Interchange") as part of the overall Project.

D. The City wishes to transfer certain properties to the County to facilitate the construction of the Full Interchange.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

The following terms, as used herein, shall have the following meanings:

- 1.1. Board means the Board of County Commissioners of Broward County, Florida.
- 1.2. County Administrator means the administrative head of the County appointed by the Board.
- 1.3. Effective Date shall be the date on which this Agreement is executed by the last of the Parties executing this Agreement.

ARTICLE 2. TRANSFER OF PARCELS

2.1 Interchange Parcels. The City is the owner of certain properties located in the City of Sunrise, Florida, which are needed to complete the Full Interchange ("Interchange Parcels"), which Interchange Parcels are more particularly described in the legal description made subject to the Quitclaim Deed, attached as **Exhibit A** to this Agreement ("Quitclaim Deed").

2.2 Transfer of Parcels. The City hereby transfers jurisdiction and ownership of the Interchange Parcels to the County by the Quitclaim Deed, at no cost to the County, provided that the County shall be responsible for recording the Quitclaim Deed. The City is transferring the Interchange Parcels, including any improvements, in their "as-is, where-is" condition, with all faults and without any warranty of any kind or nature, except that City represents and warrants that, as of the date hereof, to the best of City's knowledge, the Interchange Parcels are free and clear of any hazardous materials, toxins, contaminants, and pollutants the presence or discharge of which is controlled or regulated under any federal or state law. The County hereby accepts the Quitclaim Deed and the Interchange Parcels and authorizes the recording of the Quitclaim Deed, attached as **Exhibit A**, in the Public Records of Broward County, Florida.

2.3 Utility Easements. There are known City utilities located within the parcel identified as Folio: 4940 2301 0012 ("Right-of-Way Parcel"). As a condition of, and simultaneously with, the transfer of the Interchange Parcels, the County shall grant the City a non-exclusive perpetual utility easement for the purposes of the construction, reconstruction, rebuilding, replacement, repair, operation, distribution, and maintenance of City's water main and all appurtenances relative to the water main, as more particularly described in **Exhibit C**. There may be additional non-City utilities located within the Right-of-Way Parcel, either known or unknown presently or those that may require installation in the future. The County agrees to bring to the Board of County Commissioners, as appropriate, an item granting appropriate easements and related rights for the existing non-City utilities on, over, and through the Right-of-Way Parcel.

2.4 Reversion. If the Full Interchange's construction has not started within ten (10) years from the date of recordation of the Quit Claim Deed, the City has the right to demand, within two (2) years after the expiration of such ten (10) year period, that the Interchange Parcels be transferred back to the City. In such event, the County shall fully cooperate and transfer the Interchange Parcels by quitclaim deed to the City no later than six months after the date of the City's demand. Upon transfer of Interchange Parcels to the City pursuant to this section, all naming rights shall revert to the City. The provisions of this section will survive the transfer of the Quitclaim Deed to the County.

2.5 Renaming of Roadway. The Parties acknowledge that upon transfer of the Interchange Parcels, the County will have the right to rename all or a portion of the Interchange Parcels, including the roadway currently known as Pat Salerno Drive. The County agrees to consult with the City with respect to any proposed renaming of Pat Salerno Drive. However, the County retains full discretion as to the ultimate naming of the Interchange Parcels and Pat Salerno Drive, provided any such renaming is related to

facilitating access to the developments, facilities, and neighborhoods in the area, including the Broward County arena, Sawgrass Mills Mall, or the West Sunrise Business and Entertainment District.

2.6 Termination of License Agreement. Upon transfer of the Interchange Parcels to the County, the License Agreement between City and County for Use, Construction and Maintenance ("License Agreement") relating to certain portion of the Interchange Parcels, attached hereto as **Exhibit B**, is hereby terminated and the Parties shall have no further rights or obligations under the License Agreement.

ARTICLE 3. MISCELLANEOUS

3.1. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the transfer of the Interchange Parcels and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

3.2. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the County and the City

3.3. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract. Each Party is a state agency, or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

3.4. Law, Jurisdiction, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

3.5. Third-Party Beneficiaries. Neither the City nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge

that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

3.6. Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. Any purported assignment, transfer, subcontract, or encumbrance in violation of this section will be void.

3.7. Notices. In order for a notice to a Party to be effective under this Agreement, the notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Administrator

Attn: Monica Cepero

115 S. Andrews Ave., Suite 409

Fort Lauderdale, Florida 33301

E-mail address: mcepero@broward.org (with copy to ameyers@broward.org)

NOTICE TO CITY:

City Manager

Attn: Mark Lubelski

10770 West Oakland Park Boulevard

Sunrise, FL 33351

Email Address: CityManager@sunrisefl.gov

3.8. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against any Party.

3.9. Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any reference to days shall be deemed to refer to calendar days unless otherwise expressly stated.

3.10. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

3.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent

breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

3.12. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or due to statutory modification, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect. The Parties shall promptly meet and confer to negotiate mutually agreeable language to reform for the impacted provision.

3.13. Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, and THE CITY OF SUNRISE, signing by and through its _____, duly authorized to execute same.

COUNTY

AEA/sr
10/04/2022
Sunrise Interchange Parcels Transfer

**AGREEMENT TO TRANSFER PROPERTY RELATED TO THE
SAWGRASS EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE**

CITY

Exhibit A To Agreement

QUITCLAIM DEED

Return recorded copy to:

Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Annika Ashton, Deputy County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folios: 4940 23 01 0011
4940 23 01 0012
4940 23 01 0013
4940 26 07 0070

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this ____ day of _____, 2022, by CITY OF SUNRISE, a Florida municipal corporation ("Grantor"), whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351, and BROWARD COUNTY, a political subdivision of the State of Florida ("Grantee"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

(The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

W I T N E S S E T H:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida, to wit:

See Exhibit A, attached hereto and made a part hereof ("Property").

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO all zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; and real estate taxes for 2022 and all subsequent years.

THIS DEED AND CONVEYANCE IS EXPRESSLY MADE SUBJECT TO THE FOLLOWING RESTRICTIONS AND RIGHT OF REVERTER:

1. Use of Property. The Property shall be used solely for an Interchange, right-of-way purposes, or other ancillary purposes, including drainage, landscaping, and underground or above-ground utilities that do not interfere with use of the right-of-way.

2. Completion of Construction. Grantee shall begin construction of a fully directional interchange at Pat Salerno Drive and the Sawgrass Expressway, with ramps accommodating traffic movements both to and from the south and to and from the north ("Full Interchange") no later than ten (10) years after the date this deed is recorded, unless Grantor consents to an extension.

3. Reverter Right. By acceptance of this Deed, Grantee covenants and agrees for itself, its successors and assigns, that it will not intentionally, whether by action or inaction, permit or allow the breach or violation of the restrictions set forth in this Deed. If Grantee fails to begin construction of the Full Interchange as provided in this Deed, Grantee shall execute and deliver to Grantor a Quit Claim Deed conveying the Property free and clear of liens and encumbrances other than those existing on the date of this conveyance to Grantee or as otherwise deemed acceptable to Grantor within six (6) months from the date Grantor notifies Grantee of the failure to construct the Full Interchange, provided such notice is given within two (2) years after the expiration of the period to begin construction of the Full Interchange provided in Section 2 hereof. Upon transfer of Property to the Grantor pursuant to this section, all naming rights shall revert to the Grantor.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year aforesaid.

GRANTOR

--	--

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, on this ____ day of _____, 2022 by _____, as _____ for City of Sunrise, a Florida municipal corporation, who is [] personally known to me or [] who has produced _____ as identification.

Notary Public:

Signature: _____

Print _____ Name: _____

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

(Notary Seal)

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

EXHIBIT A TO DEED

LEGAL DESCRIPTION OF INTERCHANGE PARCELS

Folio: 4940 23 01 0011

Right-of-Way

Being a parcel of land lying in Sections 23 & 26, Township 49 South, Range 40 East, City of Sunrise, Broward County, Florida, and being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 23, Township 49 South, Range 40 East, as delineated on a plat of subdivision entitle "Sawgrass Lakes", as recorded among the Public Records of Broward County, Florida, in Plat Book 154, at Page 2, THENCE; North 88°40'46" West along the South line of said Section 23 a distance of 1512.27 feet; thence North 22°57'23" West running with the East line of a 30' Road Right of Way as delineated on the aforementioned plat of subdivision a distance of 32.91 feet to a point; thence North 88°40'46" West along the North line of said 30' Road Right of Way a distance of 27.50 feet to the **POINT OF BEGINNING**; THENCE North 88°40'46" West with the aforesaid North line a distance of 1064.11 feet; thence continuing North 88°40'46" West a distance of 1308.43 feet to a point; thence South 00°01'11" East along the East line of Parcel "B", of said plat of Sawgrass Lakes a distance of 30.00 feet to a point on the South line of the aforementioned Section 23; thence North 88°40'46" West with said South line of Section 23 a distance of 283.07 feet to a point on the southeast right of way line of the Sawgrass Expressway as described in Official Record Book 12491, Page 372, of the Public Records of Broward County, Florida; thence 243.55 feet along the arc of a curve, concave southeasterly, having a radius 24,395.33 feet, a central angle of 00°34'19", and a chord bearing of North 47°41'36" East; thence South 85°45'46" East a distance of 888.67 feet; thence South 04°14'14" West a distance of 1.00 feet; thence South 85°45'46" East a distance of 140.38 feet; thence 542.87 feet along the arc of a curve, concave northwesterly, having a radius of 1,852.86 feet, a central angle of 16°47'14", and a chord bearing of North 85°50'37" East; thence North 77°27'00" East a distance of 288.33; feet thence 700.64 feet along the arc of a curve, concave southwesterly, having a radius of 629.96 feet, a central angle of 63°43'28", and a chord bearing of South 70°41'16" East to the POINT OF BEGINNING; Containing 7.82291 acres, more or less.

Folio: 4940 23 01 0012

Landscape Buffer

Being a parcel of land lying in Sections 23 & 26, Township 49 South, Range 40 East, City of Sunrise, Broward County, Florida, and being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 23, Township 49 South, Range 40 East, as delineated on a plat of subdivision entitle "Sawgrass Lakes", as recorded among the Public Records of Broward County, Florida, in Plat Book 154, at Page 2, THENCE; North $88^{\circ}40'46''$ West along the South line of said Section 23 a distance of 1467.65 feet to the **POINT OF BEGINNING**; THENCE continuing with said South Line North $88^{\circ}40'46''$ West for a distance of 44.62 feet; thence North $22^{\circ}57'23''$ West a distance 32.91 feet; thence North $88^{\circ}40'46''$ West a distance of 27.50 feet, thence 700.64 feet along the arc of a curve, concave southwesterly, having a radius of 629.96 feet, a central angle of $63^{\circ}43'28''$, and a chord bearing of North $70^{\circ}41'16''$ West; thence South $77^{\circ}27'00''$ West a distance of 288.33 feet; thence 542.87 feet along the arc of a curve, concave northwesterly, having a radius of 1852.86 feet, a central angle of $16^{\circ}47'14''$, and a chord bearing of South $85^{\circ}50'37''$ West; thence North $85^{\circ}45'46''$ West a distance of 140.38 feet; thence North $04^{\circ}14'14''$ East a distance of 1.00 feet; thence North $85^{\circ}45'46''$ West a distance of 888.67 feet; thence 89.30 feet along the arc of a curve, concave southeasterly, having a radius of 24,395.33 feet, a central angle of $00^{\circ}09'46''$, and a chord bearing of North $48^{\circ}03'39''$ West; thence South $85^{\circ}45'46''$ East a distance of 840.68 feet; thence South $04^{\circ}14'14''$ West a distance of 1.00 feet; thence South $85^{\circ}45'46''$ East a distance of 140.38 feet; thence 528.22 feet along the arc of a curve, concave northwesterly, having a radius of 1802.86 feet, a central angle of $16^{\circ}47'14''$, and a chord bearing of North $85^{\circ}57'37''$ East; thence North $77^{\circ}27'00''$ East a distance of 288.33 feet; thence 791.07 feet along the arc of a curve, concave southwesterly, having a radius of 679.96 feet, a central angle of $66^{\circ}39'30''$, and a chord bearing of South $69^{\circ}13'15''$ East; thence 43.46 feet along the arc of a curve, concave southwesterly, having a radius of 1252.92 feet, a central angle of $1^{\circ}59'15''$, and a chord bearing of South $34^{\circ}53'53''$ East to the POINT OF BEGINNING; Containing 2.98724 acres, more or less.

Folio: 4940 23 01 0013

“30’ Road Right-of-Way” parcel lying along the most southerly limit of Parcel A, all according to the plat of “Sawgrass Lakes” as recorded in Plat Book 154, Page 2 of the Public Records of Broward County, Florida;

Together with

“30’ Road R/W” parcel according to the plat of “Greateon Plat No.1” as recorded in Plat Book 161, Page 14 of the Public Records of Broward County, Florida.

Folio: 4940 26 07 0070

Thoroughfare parcel "N.W. 127th Avenue" according to the plat of "Savannah P.U.D. Plat 7" as recorded in Plat Book 149, Page 3 of the Public Records of Broward County, Florida.

Exhibit B To Agreement

LICENSE AGREEMENT

Meeting Date
12/16/97

AGENDA REPORT

Agenda Item #

7

To

THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

MOTION TO APPROVE License Agreement between City of Sunrise, Florida and Broward County, Florida for Use, Construction and Maintenance of Panther Drive; authorize Chair and Clerk to execute same.

**THE PUBLIC WORKS DEPARTMENT/OFFICE OF TRANSPORTATION
RECOMMENDS APPROVAL OF THIS MOTION.**

In order to preserve the tax exempt status of the arena bonds, it is necessary that Panther Drive be under the jurisdiction of the City of Sunrise, not Broward County. However, the City of Sunrise wishes Broward County to be responsible for use, construction and maintenance of this facility. An agreement is being prepared to provide for Arena Operating Company to undertake responsibility for maintenance of landscaping and irrigation of this facility. Broward County will handle maintenance of the roadway. It is necessary that the agreement with the City of Sunrise be executed on December 16, 1997 since the City of Sunrise will meet in the evening on December 16, 1997 and will not meet thereafter until January 13, 1998. This agreement must be executed in order for the interchange contractor to mobilize within the right-of-way before the end of December, 1997.

The agreement has been reviewed as to form by Maite Azcoitia, Assistant County Attorney.

Recommended By:

R. H. Brown
Department Director's Signature

DEC 18 1997

Date

Source of Additional Information:

Sam E. Willingham
Office Director

352-6408

Exhibits Attached for Board

Copy of license agreement between City of Sunrise and Broward County

Requirements for Minutes Only

3 Original Agreements (with Sunrise) for Board execution. Please return all 3 to Public Works for execution by Sunrise. PWD will retain a fully executed Agreement to Minutes.

6-11-97 10-77

Board Action for Minutes Only

PAGE 2

12/16/67- #7

CITY CLERK
CITY OF SUNRISE
9/15/68 AM 11:11

LICENSE AGREEMENT

Between

CITY OF SUNRISE, FLORIDA

And

BROWARD COUNTY, FLORIDA

For

USE, CONSTRUCTION AND MAINTENANCE

RECEIVED
CITY OF SUNRISE
9/15/68 AM 11:11

PAGE 02

CITY CLERK
CITY OF SUNRISE

9/11/22 AM 11:11

LICENSE AGREEMENT

Between

CITY OF SUNRISE

And

BROWARD COUNTY, FLORIDA

For

USE, CONSTRUCTION AND MAINTENANCE

THIS IS A LICENSE AGREEMENT made and entered into by and between the CITY OF SUNRISE, FLORIDA, a municipal corporation of the state of Florida, (hereinafter referred to as "CITY") and BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY").

WHEREAS, the CITY owns or controls certain land upon which the COUNTY wishes to construct road, drainage, landscaping and lighting improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS, the COUNTY must obtain a license from the CITY for the use and occupancy of the land owned by the CITY (the "PROPERTY") in order to construct the PROJECT; and

WHEREAS, after completion of the PROJECT, the COUNTY wishes to convey the PROJECT to the CITY; and

WHEREAS, the CITY has agreed to such use and occupancy and to accept the conveyance of the PROJECT upon completion conditioned on COUNTY's assumption of all maintenance responsibilities and future liability for the PROJECT; and

WHEREAS, the CITY has agreed to grant the COUNTY a license subject to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein and other considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RECITALS

The above recitals are true and correct.

2. LICENSE GRANTED

2.1 The CITY hereby grants to the COUNTY the right, license, and privilege to use, subject to the terms and conditions contained in this Agreement, the land which is more particularly described on Exhibit "A," a copy of which is attached.

2.2 The CITY shall and, by execution of this Agreement, does hereby grant to the COUNTY, its agents, employees, contractors, subcontractors and material persons the right to use the PROPERTY to construct and maintain the PROJECT consistent with that certain set of construction plans for roadway, landscaping and lighting prepared by Miller Consulting, Inc., and Reisinger, Bach & Associates, Inc., for State Project No. 97861-3308, Broward County S.P. 069/Panther Drive Interchange, (the "PLANS"), as approved by the CITY, with comments, if any.

3. COMMENCEMENT

This Agreement shall become effective on the date it is executed by both parties.

4. TERM; CANCELLATION

This License shall be for an initial term of thirty (30) years from the date this Agreement becomes effective. The initial term shall automatically renew for successive ten (10) year terms unless thirty (30) days prior to the expiration of any one term either party notifies the other of its intention to terminate. Within the initial term and any renewal of the initial term, this Agreement may only be canceled by a party upon a breach of any of the terms and conditions of this Agreement. The party must give ten (10) days written notice to the other of its desire to terminate this License Agreement. The notice shall specify the alleged breach giving rise to the notice of termination. Unless extended by the parties, the breaching party shall have thirty (30) days to cure the alleged breach.

5. PERMITS

The COUNTY shall acquire, at its sole cost and expense, all necessary permits, including all environmental and wetland permits, in accordance with all applicable local, state and federal permit requirements. It shall be the COUNTY's responsibility to ensure compliance with all permit requirements.

6. NO REPRESENTATION OR WARRANTY

The CITY makes no representation or warranty of any nature whatsoever as to the suitability of the PROJECT for its proposed use by the COUNTY.

7. ACCESS TO PROJECT

The CITY, its employees, agents or representatives, shall at all times have reasonable access to the PROJECT during construction.

8. CONVEYANCE; CITY CONTROL

8.1 Upon completion of the PROJECT, the COUNTY shall convey, and the CITY shall accept, the PROJECT as a CITY street. Incident to the CITY's acceptance of the conveyance of the PROJECT, the CITY shall have the exclusive right to name the CITY street. CITY also shall approve any and all points of ingress and egress to and from the street to adjoining property.

8.2 A portion of the PROJECT is being constructed on land, which is part of Savannah F.O.D. Parcel 7, and is owned by COUNTY ("COUNTY LAND"). Upon completion of the PROJECT, and concurrent with COUNTY's conveyance of the PROJECT to the CITY, COUNTY also shall convey to the CITY the COUNTY LAND, which is more particularly described on Exhibit "B," a copy of which is attached, and all improvements constructed on COUNTY LAND as part of the PROJECT.

9. RESPONSIBILITIES OF THE COUNTY

9.1 It shall be the responsibility of the COUNTY to insure that the PROJECT is constructed in accordance with the PLANS and the requirements of the Sunrise City Code.

9.2 The COUNTY shall be responsible for all costs associated with constructing the PROJECT.

9.3 At the completion of the PROJECT and written confirmation from the CITY Planning and Development director, or his designee, that the PROJECT has been constructed in accordance with the PLANS and all CITY requirements, the COUNTY shall convey to CITY by Absolute Bill of Sale all improvements installed or constructed by the COUNTY as part of the PROJECT.

9.4 The conveyance of the improvements notwithstanding, the COUNTY shall maintain the roadway, drainage system, landscape buffer, irrigation, and lighting in accordance with the

PLANS, the Sonoma City Code and this Agreement and pay all costs associated with maintaining the improvements including payment of all utility costs.

9.5 COUNTY shall provide traffic engineering services pursuant to the agreement for traffic engineering services dated February 24, 1984.

10. LANDSCAPE BUFFER AND WATER RETENTION AREA

10.1 Consistent with the PLANS, the PROJECT includes a landscape buffer and water retention area, which is more particularly described on Exhibit "C," a copy of which is attached to this Agreement. The COUNTY shall improve the buffer and water retention area by installing grass, vegetation and irrigation in accordance with the approved PLANS.

10.2 The COUNTY, as part of its maintenance responsibilities for the PROJECT, shall maintain the landscape buffer, water retention area and associated irrigation system. Maintenance shall include, but is not limited to, fertilizing all grass and vegetation; keeping all grass and vegetation as free from disease and harmful insects as practicable; properly mulching any vegetation beds; keeping all grass and vegetation free from weeds; periodically cutting the grass in order to maintain a neat and proper appearance; pruning all plants so as to remove all dead or diseased parts of plants and all parts of plants which present a visual hazard or physical obstacle to the use of any street, drive, or water retention area; removing and replacing all grass and vegetation which is dead or diseased or which otherwise falls below the initial level or beautification of the landscape buffer or water retention area, such replacement to be accomplished by the use of grass or plants of the same grade as specified in the original approved plans and specifications and the same size as those existing at the time of replacement; keeping litter removed from the landscape buffer and water retention area; maintaining the slopes of the water retention area; maintaining irrigation parts in working order according to the original approved plans and specifications, including the maintenance and replacement of pumps, pipes, sprinkler heads and any other mechanical features.

10.3 If at any time subsequent to the completion of the PROJECT, it is determined by the CITY that the COUNTY is not reasonably maintaining the landscape buffer and water retention area pursuant to the terms of this Agreement, the CITY shall notify the COUNTY in writing of such deficient maintenance. If the COUNTY does not correct and improve such deficient maintenance within thirty (30) days of receipt of the CITY's written notice, the CITY may declare the COUNTY to be in breach of this Agreement and may cause such deficiencies to be corrected and improved and, in addition to any other rights and remedies it may have, the CITY may bill the COUNTY for the reasonable costs which shall not exceed the actual costs of such correction and improvement. The COUNTY shall then remit to the CITY the amount so billed within thirty (30) days of the COUNTY's receipt thereof.

10.4 Notwithstanding the provisions of Paragraph 13.1, the COUNTY may assign its obligation to maintain the landscape buffer and water retention area to Arena Operating Company, Ltd., upon providing written notice to the CITY.

11. INSURANCE AND INDEMNIFICATION

11.1 The COUNTY shall not commence work under this Agreement until the following requirements are met:

- a. Commercial General Liability. The COUNTY shall provide and maintain during the life of this Agreement, at its own expense, Commercial General Liability Insurance, including protection for liability arising from premises/operations, independent contractors, products/completed operations and contracts. The policy shall also include personal injury liability and broad form property damage liability.

The minimum limits of liability shall be as follows:

General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000 aggregate
Personal & Advertising Injury	\$1,000,000 aggregate \$1,000,000 each occurrence
Umbrella Coverage Not Less Than	\$5,000,000 aggregate \$5,000,000 each occurrence

The CITY shall be named as an additional insured on the Commercial General Liability policy.

- b. Comprehensive Automobile Liability. The COUNTY shall also carry comprehensive Automobile Liability Insurance which shall include coverage for "any auto" with minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

Workers' Compensation. The COUNTY shall annually furnish proof of Workers' Compensation and Employer's Liability insurance to the CITY in no less than the minimum limits required by the State of Florida.

Certificates of Insurance. The COUNTY shall annually furnish the CITY proof of the insurance required. To be acceptable to the CITY, each insurance certificate shall name the CITY as an additional insured and should contain a clause substantially as follows:

"Should any of the above-described policies be canceled or undergo material change before the expiration date, the issuing insurance company will mail thirty (30) days' written notice to the Risk Manager of the City of Sunrise, 16770 W. Oakland Park Boulevard, Sunrise, Florida 33351.

11.2 The parties acknowledge that COUNTY is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The COUNTY shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.29, Florida Statutes.

11.3 To the extent permitted by law, COUNTY agrees to indemnify, reimburse, defend and hold harmless CITY and CITY's officers, agents and employees for, from and against all claims, actions, liabilities, costs, and expenses, including, reasonable costs, attorneys and paralegals fees, imposed on or incurred by CITY in connection with all loss of life, bodily injury, personal injury, damage to property, administrative fines and penalties of any governmental agency occurring upon, or about or arising out of or relating to, the COUNTY's construction and maintenance of the PROJECT.

11.4 In connection with the PROJECT, the COUNTY shall ensure that CITY is named as an additional insured on any prime contractors' general liability policy, and that the prime contractor(s) indemnifies the CITY in the language set forth in Exhibit "D," a copy of which is attached. The CITY shall be named as an Obligor on any prime contractors' performance bond.

12. NO BLASTING

The COUNTY shall refrain from using any blasting device whatsoever in the construction of the PROJECT.

13. THIRD PARTY BENEFICIARY

The parties acknowledge and agree that Sawgrass Land Corp., a Florida corporation (hereinafter referred to as "SLC"), or its successors in title is a designated third party beneficiary of this License Agreement and the rights and benefits accruing to the CITY hereunder, including, without limitation, the rights and remedies set forth in paragraphs ten (10) and eleven (11) hereof. No waiver, modification, or termination of this License Agreement shall be given, or consented to by the CITY without the prior written approval of SLC.

14. ASSIGNMENT/DEEDS/ACT OF ASSIGNMENT

14.1 This Agreement, or any portion thereof, shall not be assigned by the COUNTY without prior written consent of the CITY.

14.2 Amendments which are consistent with the purpose of this Agreement may be made with mutual consent of the parties which consent shall be contained in a written document executed with the same formality herewith.

15. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16. NOTICES

Whenever either party desires to give notice unto the other it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party from whom it is intended, at the place last specified, and the place for giving of notice in compliance with provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CITY

Mayor
City of Sunrise
1975 W. Oakland Park Blvd.
Sunrise, Florida 33351

Copy To

City Attorney's Office
10710 W. Oakland Park Blvd.
Sunrise, Florida 33351

COUNTY

County Administrator
Broward County
115 S. Andrews Avenue, Room 409
Fort Lauderdale, FL 33301

Copy To

Office of the County Attorney
Broward County
115 S. Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

17. CONSENT TO JURISDICTION

The parties hereby irrevocably submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to the Agreement, and hereby unanimously agree that all claims and respect of such action or proceeding may be heard and determined in such court. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida.

18. HEADINGS

Headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

19. SEVERABILITY

Should any provision of this Agreement declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the part declared to be invalid.

PAGE 02

10. COMPLIANCE

The COUNTY shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal agencies that are applicable to their obligations under the terms of this Agreement. Furthermore, the COUNTY shall secure all applicable permits necessary for the fulfillment of its obligations under the terms and conditions of this Agreement.

11. ENTIRE AGREEMENT

The parties to this Agreement hereby acknowledge they have fully reviewed this document and have had the opportunity to consult with legal counsel of their choice, have participated in the negotiation of this Agreement, and therefore, this Agreement is not to be construed against any party and they were the drafters of this Agreement.

12. GOVERNING LAW

This Agreement shall be deemed to have been executed and entered into within the State of Florida, and any dispute arising hereunder shall be governed, interpreted and construed according to the laws of the State of Florida.

13. WAIVER

No delay or failure on the part of the CITY to exercise any right or remedy occurring to the CITY upon the occurrence of an event or violation of this Agreement shall affect any such right or remedy, held to be in abandonment thereof or preclude the CITY from the exercise thereof at any time during the continuance of any event or violation. No waiver of a single event or violation by the CITY shall be deemed to be a waiver of any subsequent event or violation. Furthermore, no waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates.

14. NO INTEREST OR ESTATE

This Agreement is merely a right to use the land in accordance with the terms and conditions hereof. COUNTY agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the land, by virtue of this Agreement or their occupancy or use hereunder.

BY AND FOR THE WHEREAS, the parties hereto have made and executed this Agreement on the respective dates under their signatures: The CITY signing by and through its Mayor, authorized to execute same, and the COUNTY through its Board of County Commissioners, signing by and through its Chair or Vice Chair, authorized to execute the same by Board action on the 16 day of December, 1997.

SIX

By: [Signature]
Mayor Steven B. Forer

5th day of January, 1998

AUTHENTICATION

[Signature]
Gregory J. Leana
City Clerk
20111

Approved as to form and legal sufficiency
by Office of the City Attorney for the City of
Sunrise, Florida

JENTREY D. OLSON

City Attorney

10770 W. Oakland Park Boulevard

Sunrise, Florida 33351

Telephone: (954) 746-3300

Telecopier (954) 746-3307

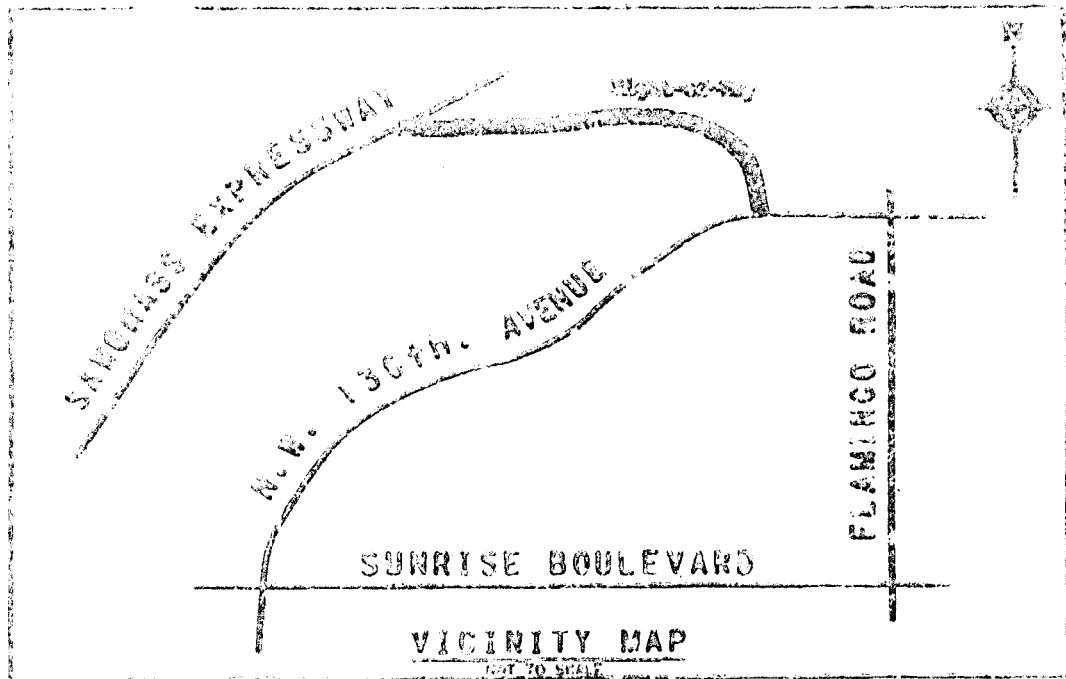
By:

[Signature]
John R. Olson, Jr.
Assistant City Attorney

PAGE 02

LEGAL DESCRIPTION AND SKETCH RIGHT OF WAY AND LANDSCAPE BUFFERS

PART OF SECTION 23
TOWNSHIP 49 SOUTH, RANGE 40 EAST



SHEET INDEX

SHEET	1	COVER
SHEETS	2-3	SKETCH OF RIGHT OF WAY
SHEET	4	DESCRIPTION OF RIGHT OF WAY
SHEETS	5-6	SKETCH LANDSCAPE BUFFER
SHEET	7	DESCRIPTION LANDSCAPE BUFFER

ABBREVIATIONS

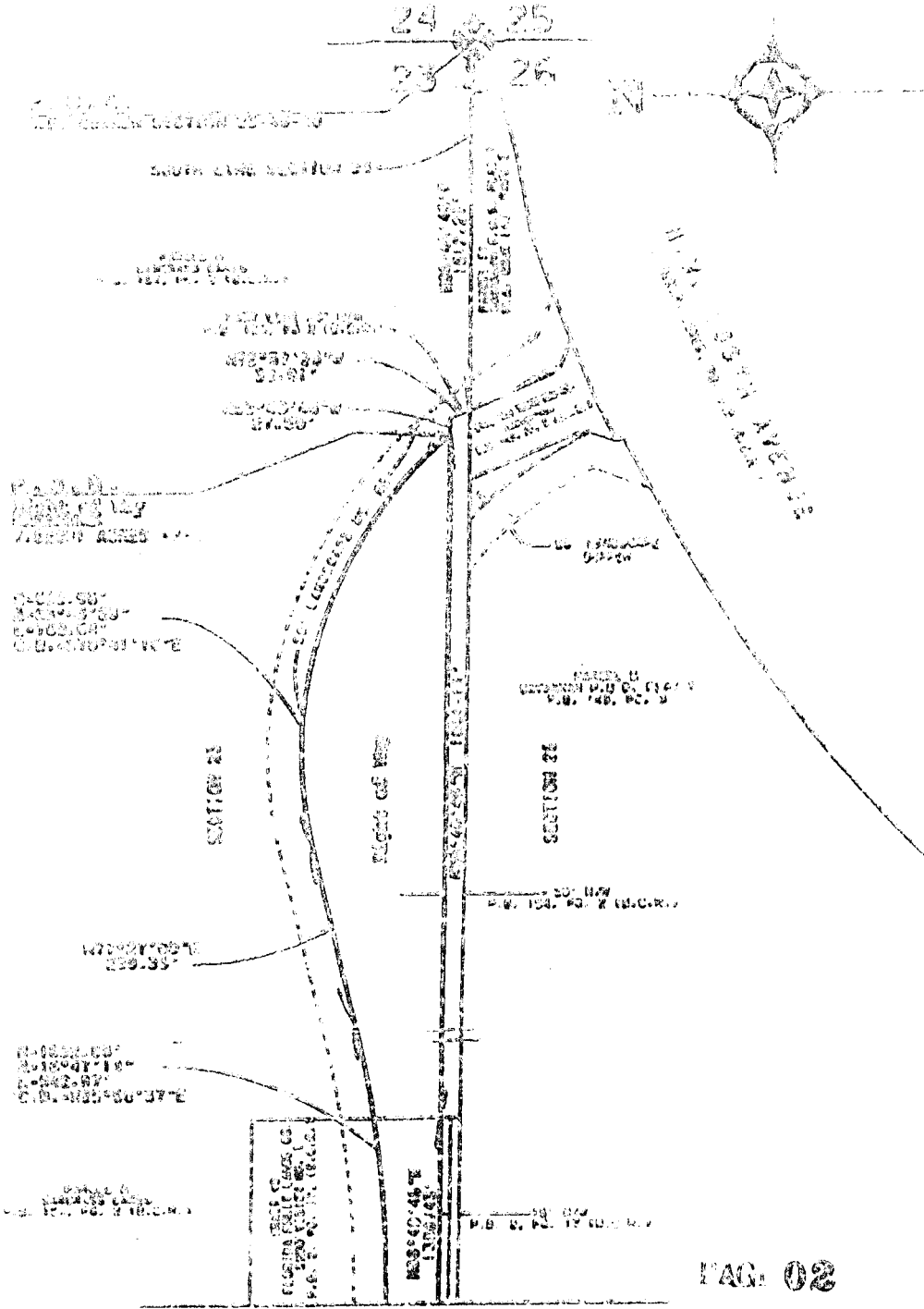
P.O.C.	POINT OF CONCURRENCE
P.O.B.	POINT OF BEGINNING
P.B.	PLAT BOOK
P.G.	PAGE
O.R.D.	OFFICIAL RECORD BOOK
B.C.R.	BROWARD COUNTY RECORDS
P.U.D.	PLANNED UNIT DEVELOPMENT
R.O.W.	RIGHT OF WAY
R	CURVE RADIUS
A	DELTA ANGLE
L	ARC LENGTH
C.B.	CHORD BEARING

PAGE 02

Exhibit "A"
Page 1 of 9

BURDETTE & ASSOCIATES, INC. 13027 DOUBLETREE TRAIL WEST PALM BEACH, FLORIDA 33414 TEL. 1561-1793-3229 FAX 1561-1793-4496	MILLER CONSULTING, INC. COVER SHEET	WCA-001 1 of 9
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SKETCH OF DESCRIPTION



PAG. 02

MATCH LINE SEE SHEET 3 OF 7

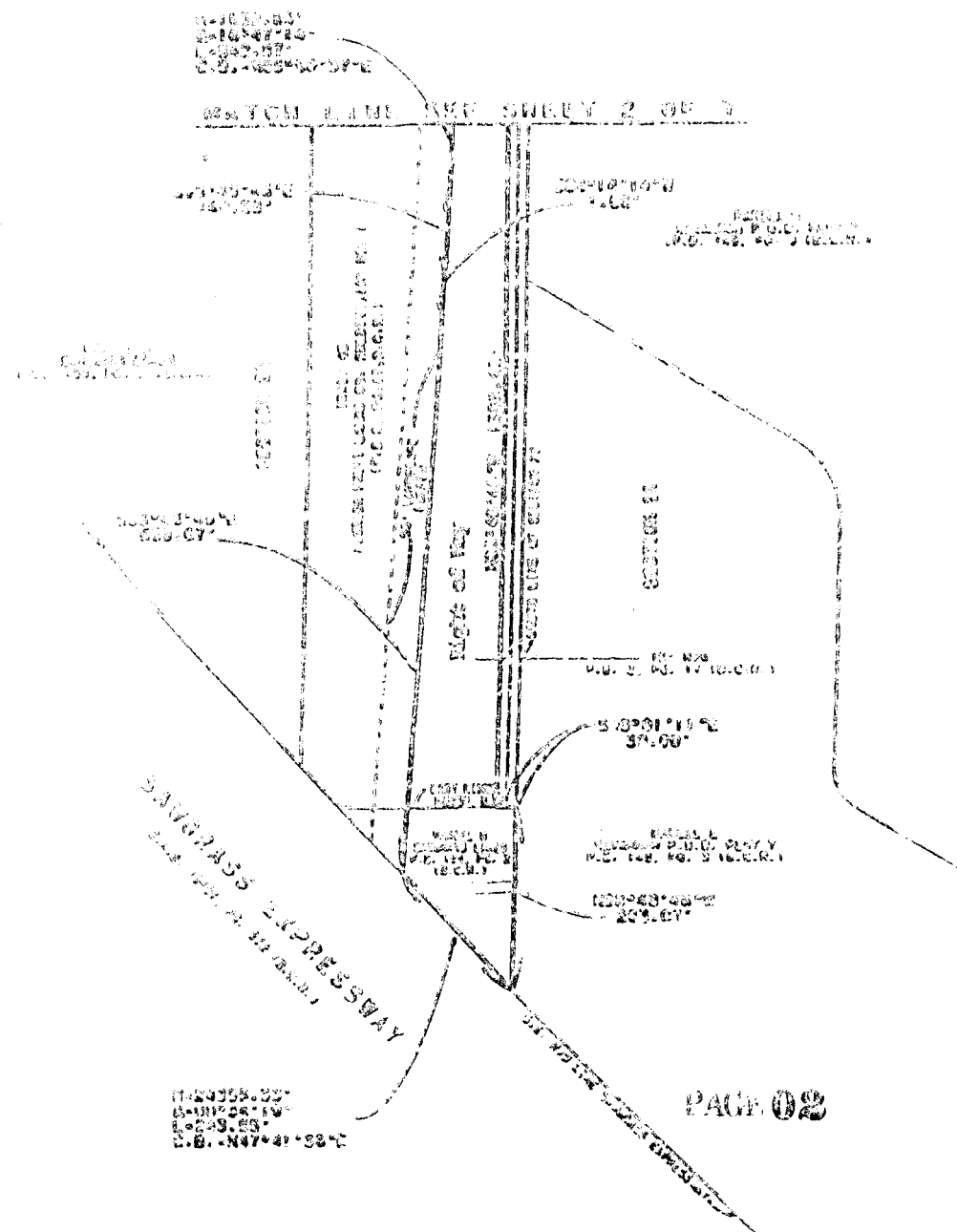
200 100 0 200 400
FEET

Exhibit "A"
Page 2 of 9

NOTE: THIS SKETCH IS NOT A SURVEY

DATE: 11/11/11 BY: [Signature] CHECKED BY: [Signature]	BURDETTE & ASSOCIATES, INC. 13927 DOUBLETREE TRAIL WEST PALM BEACH, FLORIDA 33414 TEL. (561) 791-2220 FAX (561) 791-4496	WILLER CONSULTING, INC. PANTHER DRIVE	MCA-007 2 of 7
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DEVELOPMENT DESCRIPTION



PAGE 02

Exhibit "A"
Page 3 of 9

NOTE: THIS SKETCH IS NOT A SURVEY

DATE: 10/10/00 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]	GURDETTE & ASSOCIATES, INC. 15027 DOUBLETREE TRAIL WEST PALM BEACH, FLORIDA 33414 TEL: (561) 775-3229 FAX (561) 775-4496	HILLER CONSULTING, INC. PANTHER DRIVE	WCA-001 3 - 7
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LEGAL DESCRIPTION

Right of Way

A PARTY OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 42 EAST

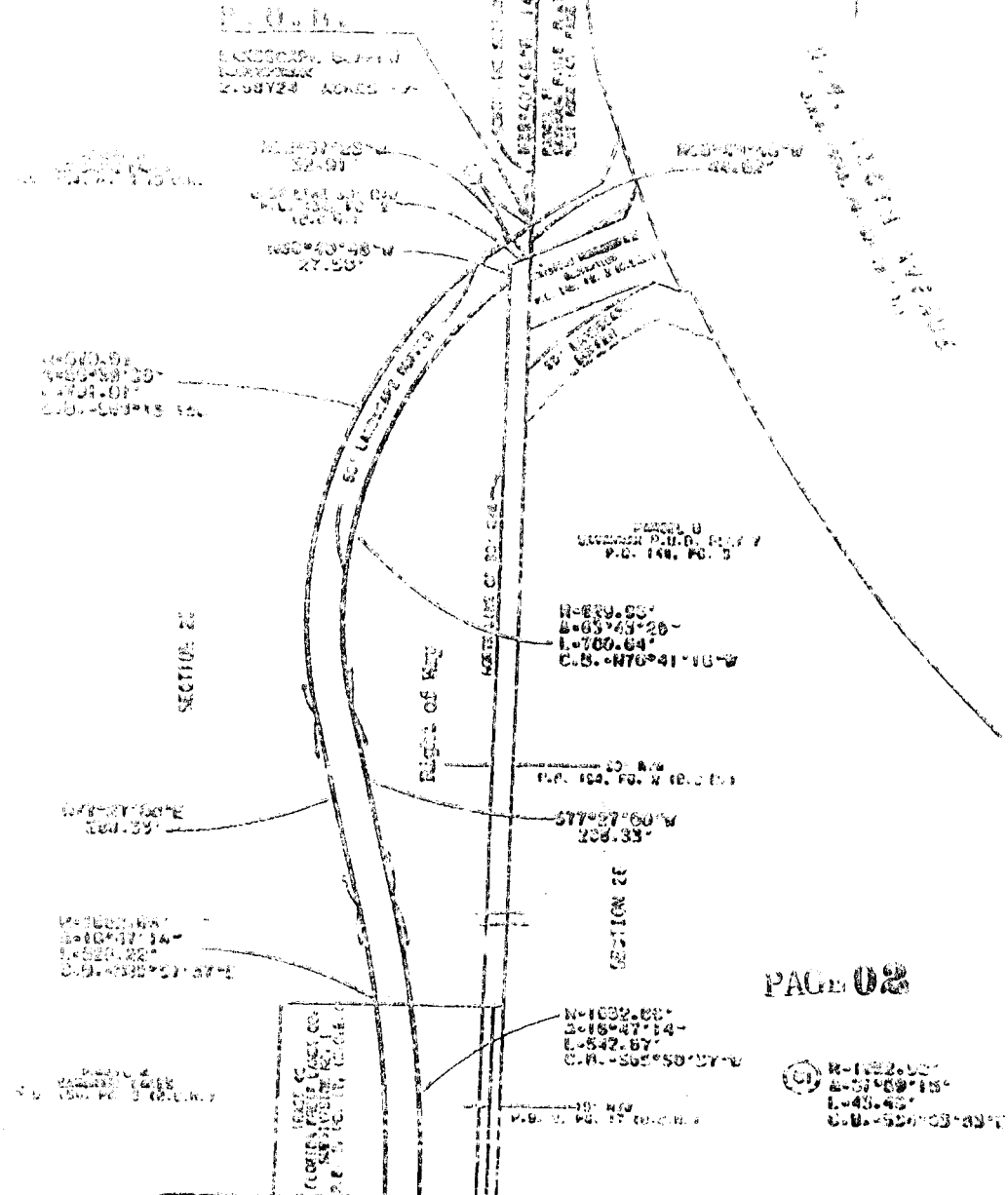
Being a portion of land lying in Sections 22 & 23,
Township 42 South, Range 42 East, City of Oviedo,
Polk County, Florida, and being more particularly
described as follows:

COMMENCING at the Southwest corner of said Section 22,
Township 42 South, Range 42 East, as shown on a plat
of subdivision entitled "Orange Lakes", as recorded
among the Public Records of Broward County, Florida, in
File Book 932, at Page 2, 71-284722; North 89° 30' 18" West
along the South line of said Section 22 a distance of
151.27 feet; thence North 89° 30' 18" West meeting with the
East line of a 37' Right of Way as shown on the
aforesaid plat of subdivision a distance of 22.91 feet
to a point; thence North 89° 30' 18" West along the North
line of said 37' Right of Way a distance of 47.60 feet
to the POINT OF BEGINNING; thence
North 89° 30' 18" West with the aforesaid North line a
distance of 1010.11 feet; thence southeasterly North 89° 30'
18" West a distance of 1520.49 feet to a point; thence
South 89° 30' 18" East along the East line of aforesaid 37'
Right of Way a distance of 50.63 feet to a
point on the South line of the aforesaid Section 22;
thence North 89° 30' 18" West with said South line of
Section 22 a distance of 284.87 feet to a point on the
aforesaid 37' Right of Way line of the aforesaid Engineering and
Surveying in Official Record Book 12027, Page 372, of the
Public Records of Broward County, Florida, volume 209, 113
feet along the arc of a curve, center southeasterly, bearing
a radius of 34,345.25 feet, a central angle of 05° 24' 08", and a
chord bearing of North 47° 41' 36" East; thence
South 47° 41' 36" East a distance of 625.67 feet; thence
South 47° 41' 36" West a distance of 1.00 foot; thence
South 89° 30' 18" East a distance of 143.82 feet; thence
342.87 feet along the arc of a curve, center southeasterly,
bearing a radius of 1,622.00 feet, a central angle of
16° 47' 24", and a chord bearing of North 80° 50' 37" East;
thence North 77° 27' 08" East a distance of 1258.33 feet;
thence 722.84 feet along the arc of a curve, center
southeasterly, bearing a radius of 622.70 feet, a central
angle of 04° 40' 28", and a chord bearing of
South 70° 41' 16" East to the POINT OF BEGINNING;
Containing 7.32351 acres, more or less.

PAGE 02

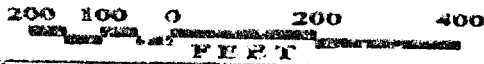
 Exhibit "A"
Page 4 of 9

BURDETTE & ASSOCIATES, INC. 13927 DOUGLASS TRAIL WEST PALM BEACH, FLORIDA 33414 TEL. (561) 754-3228 FAX (561) 753-4456	MILLER CONSULTING, INC. LEGAL DESCRIPTION PANTHER DRIVE	002-007 4 - 1
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PAGE 02

MATCH LINE SEE SHEET 6 OF 7

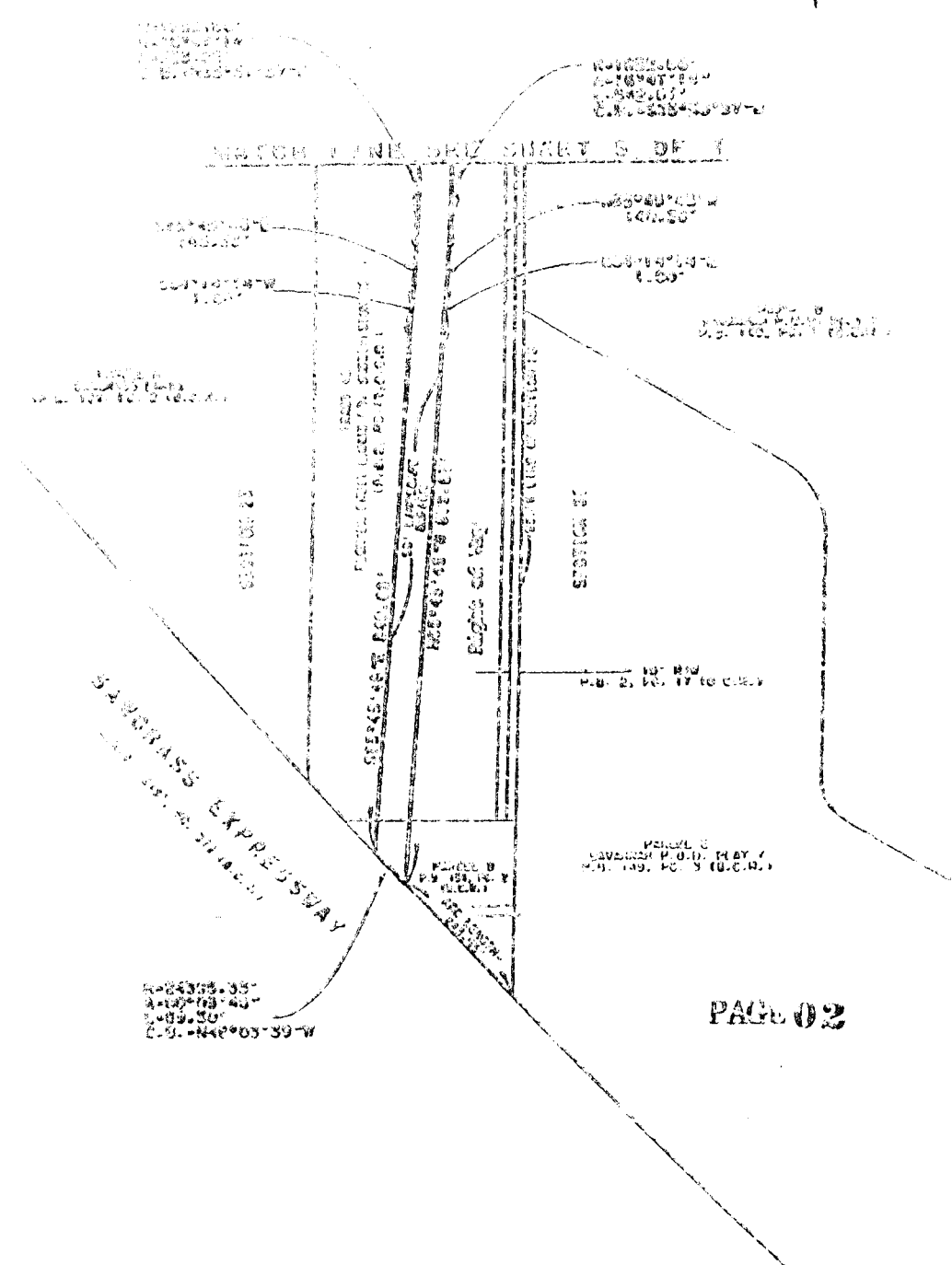


NOTE: THIS SKETCH IS NOT A SURVEY.

Exhibit "A"
Page 5 of 8

100-100 100-100 100-100 100-100 100-100 100-100	BURDETTE B ASSOCIATES, INC. 13927 DOUBLETREE TRAIL WEST PALM BEACH, FLORIDA 33414 TEL: (561) 793-3229 FAX (561) 793-4496	MILLER CONSULTING, INC. LANDSCAPE BUFFER	WCB-007 5 = 1
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LANDSCAPE BUFFER



PAGE 02

200 200 200 400
 FEET
 NOTE: THIS SKETCH IS NOT A SURVEY.

Exhibit "A"
 Page 6 of 9

DATE: 12/1/97 DRAWN BY: [illegible] CHECKED BY: [illegible]	SURDETTE B ASSOCIATES, INC. 13527 DOUBLETREE TRAIL WEST PALM BEACH, FLORIDA 33414 TEL. (561) 793-3229 FAX (561) 793-4496	WILLER CONSULTING, INC. LANDSCAPE BUFFER	DCA-GOT 6 x 7
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LEGAL DESCRIPTION
LANDSCAPE SUFFIX
A PART OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 40 EAST

Being a parcel of land lying in Sections 23 & 24,
 Township 43 South, Range 40 East, City of Sunrise,
 Broward County, Florida, and being more particularly
 described as follows:

COMMENCING at the Southwest corner of said Section 23,
 Township 43 South, Range 40 East, as determined on a plat
 of subdivision entitled "Sunrise Lakes", as recorded
 among the Public Records of Broward County, Florida, in
 Plat Book 154, at Page 2, THENCE; North 89° 40' 40" West
 along the South line of said Section 23 a distance of
 1487.65 feet to the POINT OF BEGINNING; THENCE
 continuing with said South Line North 89° 40' 40" West for a
 distance of 44.32 feet; thence North 22° 57' 22" West a
 distance of 22.51 feet; thence North 79° 40' 40" West a distance
 of 27.59 feet; thence 709.34 feet along the arc of a curve,
 concave southeasterly, having a radius of 650.00 feet,
 a central angle of 50° 45' 16", and a chord bearing of North
 70° 41' 15" West; thence South 77° 27' 00" West a distance of
 263.33 feet; thence 642.67 feet along the arc of a curve,
 concave northwesterly, having a radius of 1232.00
 feet, a central angle of 18° 47' 14", and a chord bearing of
 South 50° 53' 07" West; thence North 85° 45' 46" West a
 distance of 140.30 feet; thence North 04° 14' 14" West a
 distance of 1.00 feet; thence North 60° 45' 45" West a
 distance of 103.87 feet; thence 82.50 feet along the arc of a
 curve, concave southeasterly, having a radius of 24,393.33
 feet, a central angle of 00° 04' 45", and a chord bearing of
 North 45° 03' 38" West; thence South 60° 45' 45" East a
 distance of 840.88 feet; thence South 04° 14' 14" West a
 distance of 1.00 feet; thence South 60° 45' 45" East a
 distance of 140.30 feet; thence 820.22 feet along the arc of
 a curve, concave northwesterly, having a radius of 1503.00
 feet, a central angle of 18° 47' 14", and a chord bearing of
 North 50° 57' 07" East; thence North 77° 27' 00" East a
 distance of 263.33 feet; thence 781.07 feet along the arc of
 a curve, concave southeasterly, having a radius of 679.00
 feet, a central angle of 63° 20' 32", and a chord bearing of
 South 68° 12' 13" East; thence 43.43 feet along the arc of a
 curve, concave southwesterly, having a radius of 1232.00
 feet, a central angle of 1° 50' 15", and a chord bearing of
 South 14° 13' 03" East to the POINT OF BEGINNING;
 Containing 2.05724 acres, more or less.

PAGE 02

Exhibit "A"
 Page 7 of 9

NO. 1 11/22/1937 9517934498	BURDETTE & ASSOCIATES, INC. 17827 DOUSLETREE TRAIL WEST PALM BEACH, FLORIDA 33411 TEL. 1561-7725-3229 FAX 1561-7793-1496	MILLER CONSULTING, INC. LEGAL DESCRIPTION LANDSCAPE SUFFIX	NCJ-007 7 - 7
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SKETCH OF DESCRIPTION

P.O.B.
PERPETUAL EASEMENT
FOR POND 1
2.53434 ACRES +/-

N



S65°45'749"E
140.39'

N04°14'14"E
1.00'

R-1852.86'
A-16°47'14"
L-542.87'
C.B.-N05°59'37"E

DETAIL "A"
NOT TO SCALE

MATCH LINE SEE SHEET 2 OF 4

N09°45'46"E
12.00'

S04°14'14"W
105.00'

N03°14'02"W
158.02'

PARCEL A
SAVANA LOTS
P.B. 194, PG. 2 (C.C.R.)

SECTION 23

FLORIDA LOT LOTS 23 COMMISSION NO. 1
P.B. 194, PG. 17 (C.C.R.)

ARENA DRIVE

N05°45'46"E
140.36'

SEE
DETAIL
"A"

PARCEL B
SAVANA LOTS
P.B. 194, PG. 2 (C.C.R.)

N04°14'14"E
1.00'

S04°14'14"W
40.00'

N08°40'46"W
1300.41'

SECTION 20

N25°45'46"W
723.45'

S25°45'46"E
735.77'

P.B. 2, PG. 17 (C.C.R.)

S00°01'11"E
15.00'

SAWGRASS EXPRESSWAY
P.O.B. 126, PG. 2 (C.C.R.)

EAST LINE
PARCEL B

PARCEL B
SAVANA LOTS
P.B. 194, PG. 2 (C.C.R.)

PARCEL A
SAVANA LOTS
P.B. 194, PG. 2 (C.C.R.)

N08°40'46"W
265.07'

R-24395.33'
A-00°27'14"
L-193.21'
C.B.-N48°13'48"E

R-24395.33'
A-00°27'14"
L-253.24'
C.B.-N47°42'17"E

PAGE 02

200 100 0 200 400

DATE: 10/1/01 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]	BURDETTE & ASSOCIATES, INC. 13927 DOONLEIGH TRAIL WEST PALM BEACH, FLORIDA 33414 TEL: (561) 799-3729 FAX: (561) 799-4496	MILLER CONSULTING, INC. ARENA DRIVE PERPETUAL EASEMENT POND 1	SEA-000 120 3 of 4
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EXHIBIT "A"
Page 5 of 9

NOTE: THIS EXHIBIT IS NOT A SURVEY

A PART OF SECTION 23, TOWNSHIP 42 SOUTH, RANGE 40 EAST

COMMENCING at the Southeast corner of said Section 23, Township 40 North, Range 40 East, as delineated on a plat of subdivision entitled "Congress Lakes", recorded among the Public Records of Steward County, Florida, in Plat Book 154, at Page 2, THENCE: North 89° 43' 48" West along the South line of said Section 23 a distance of 1512.25 feet to a point; thence North 27° 57' 50" West a distance of 22.07 feet; thence North 88° 40' 02" West a distance of 27.50 feet; thence 760.94 feet along the arc of a curve, concave southeasterly, having a radius of 602.66 feet, a central angle of 60° 43' 28", and a chord bearing of North 50° 14' 14" West; thence South 77° 27' 50" West a distance of 268.33 feet; thence 542.67 feet along the arc of a curve, concave northwesterly, having a radius of 1882.25 feet, a central angle of 10° 47' 14", and a chord bearing of North 85° 50' 37" West; thence North 35° 45' 40" West a distance of 150.23 feet; thence North 64° 54' 14" East a distance of 1.00 foot to the POINT OF BEGINNING; thence North 83° 14' 02" West a distance of 158.65 feet; thence North 65° 45' 40" West a distance of 723.48 feet; thence 193.21 feet along the arc of a curve, concave southeasterly, having a radius of 24,305.32 feet, a central angle of 0° 27' 14", and a chord bearing of North 40° 13' 45" East; thence South 65° 45' 40" East a distance of 725.77 feet; thence South 04° 14' 14" West a distance of 156.00 feet; thence North 85° 45' 40" East a distance of 12.00 feet; thence South 04° 14' 14" West a distance of 40.00 feet, to the POINT OF BEGINNING; Containing 2.8434 acres, more or less.

PAGE 02

Exhibit "A"
Page 9 of 9

BURDETTE & ASSOCIATES, INC. 18521 COMPLEETREE TRAIL WEST PALM BEACH, FLORIDA 33414 TEL. 754-1793 FAX 754-1793-4436	MILLER CONSULTING, INC. APOCA DRIVE PERPETUAL EASEMENT ROAD	MOBILE WEST
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MCA-007
4 - 1

P.O.C.
 100' 00" 00"
 100' 00" 00"



P.O.C.
 100' 00" 00"
 100' 00" 00"

100' 00" 00"
 100' 00" 00"
 100' 00" 00"

100' 00" 00"
 100' 00" 00"
 100' 00" 00"

100' 00" 00"
 100' 00" 00"
 100' 00" 00"

PANTHER DRIVE

100' 00" 00"
 100' 00" 00"
 100' 00" 00"

PAGE 02

Exhibit "B"
 Page 2 of 3

GURDETTE & ASSOCIATES, INC. 1927 DOUGLASS TRAIL WEST PALM BEACH, FLORIDA 33411 407-855-1111	MILLER CONSULTING, INC. PANTHER DRIVE PART THREE	5 - 12
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South 21°12'35" West a distance of 7.57 feet; thence 144.02 feet along the arc of a curve, concave to the southwest, having a radius of 1028.02 feet, a central angle of 7°34'53", and a chord bearing of North 32°05'03" West; thence 86.40 feet along the arc of a curve, concave to the southwest, having a radius of 515.00 feet, a central angle of 9°35'41", and a chord bearing of North 40°41'26" West; thence South 89°40'42" East a distance of 52.72 feet to the POINT OF BEGINNING; containing 4785 square feet or 0.11172 acres, more or less.

AND

COMMENCING at the Southwest corner of said Section 22, Township 46 South, Range 48 East, as delineated on a plat of subdivision entitled "Savannah Lakes", as recorded among the Public Records of Broward County, Florida, in Plat Book 149, at Page 2; THENCE North 82°40'46" West along the South line of said Section 22 a distance of 1812.27 feet to a point; thence THENCE South 22°57'23" East with the easterly right of way line of a road designated for thoroughfare as delineated on a plat of subdivision entitled, "Savannah P.U.D. Plat 7", as recorded among the Public Records of Broward County, Florida, in Plat Book 149 at Page 3, a distance of 78.72 feet to the POINT OF BEGINNING, PART THREE; THENCE 2128 feet along the arc of a curve, concave southeasterly, having a radius of 1202.22 feet, a central angle of 3°57'11", and a chord bearing of South 20°33'55" East; thence North 25°57'56" West a distance of 13.74 feet; thence North 22°57'23" West with the aforementioned easterly right of way line a distance of 72.54 feet to the POINT OF BEGINNING; containing 358 square feet or 0.0082 acres of land, more or less.

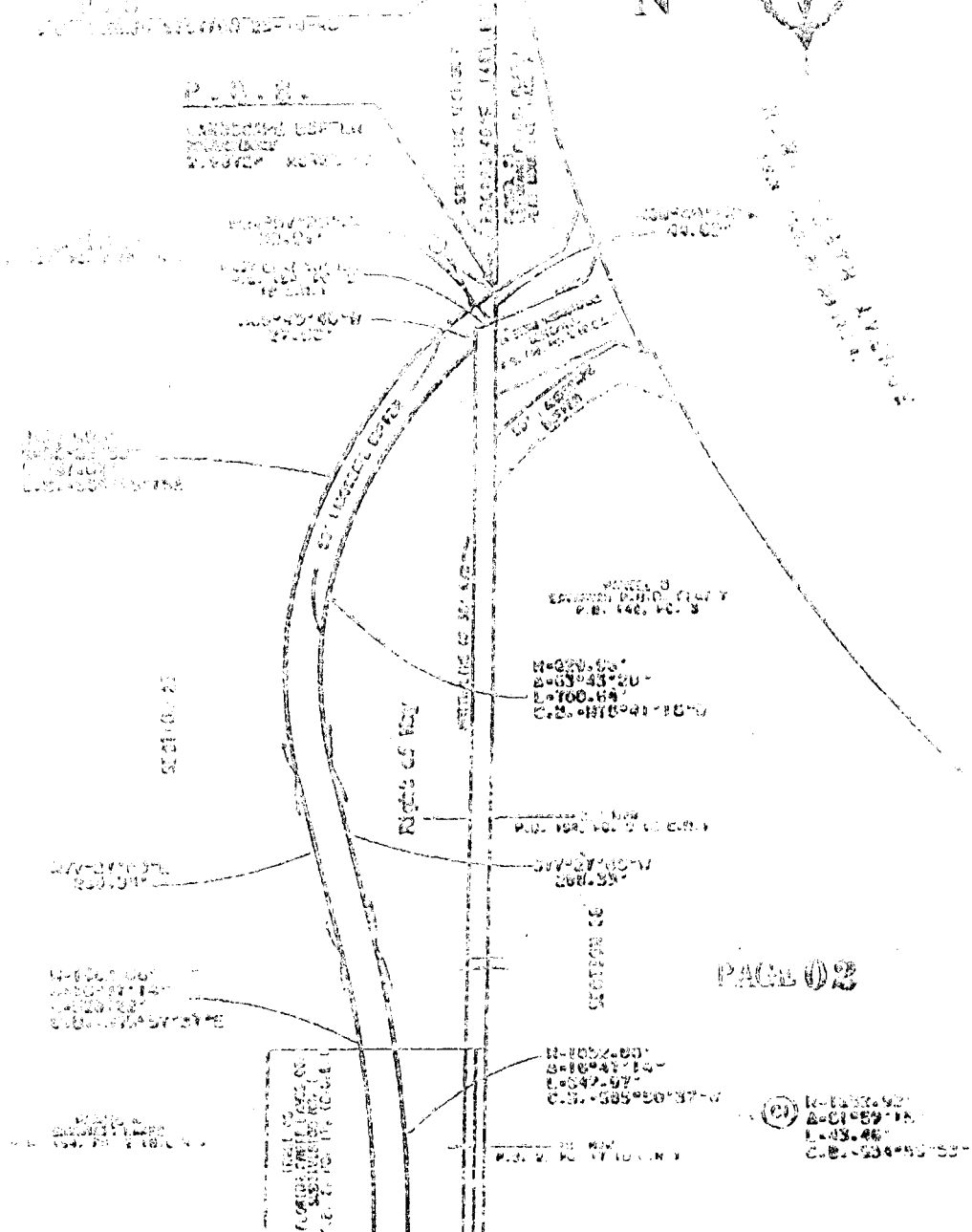
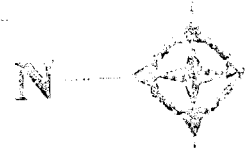
ALL OF THE ABOVE LESS AND EXCEPT ANY PORTION THEREOF LYING AND BEING IN PARCEL B OR PARCEL B1 OF SAVANNAH P.U.D. PLAT 7, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 149, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PAGE 02

Exhibit "B"
Page 3 of 3

	BURDETTE & ASSOCIATES, INC. REAL ESTATE BROKERS 1111 N. W. 11th St., Suite 100 Fort Lauderdale, Florida 33304	MILLER CONSULTING, INC. LEGAL DESCRIPTION PANTHER DRIVE PARTS ONE, TWO & THREE	PCA 001 7-12
--	--	--	-----------------

24	25
25	26



PAGE 02

MATCH LINE SEE SHEET 5 OF 7

200 100 0 100 400
feet

NOTE: THIS SECTION IS NOT A SURVEY.

Exhibit "C"
Page 1 of 5

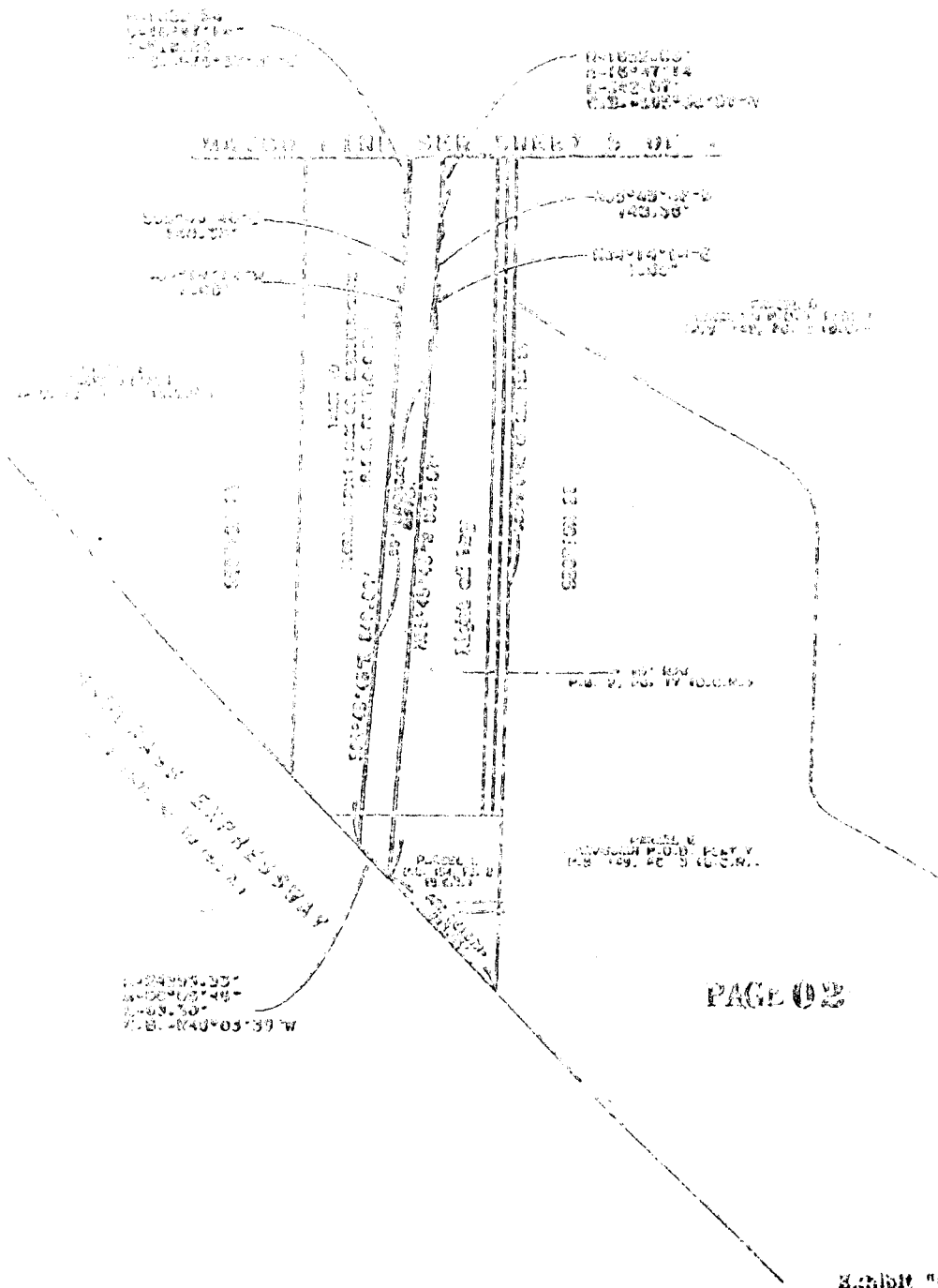
0-1000

GURDETTE & ASSOCIATES, INC.
13927 DOUBLETREE TRAIL
WEST PALM BEACH, FLORIDA 33414
(561) 723-3223 FAX (561) 723-4426

MILLER CONSULTING, INC.
LANDSCAPE BUFFER

100-443887
 MCA-00
 100-443887
 100-443887

LANDSCAPE BUFFER



PAGE 02

200 100 0 200 400

Exhibit "B"
Page 3 of 5

NOTE: THIS SKETCH IS NOT A SURVEY

DATE: 10/1/01 BY: [Signature] CHECKED: [Signature] APP: [Signature]	BIRDEYTE & ASSOCIATES, INC. 13927 DOUBLETREE TRAIL WEST PALM BEACH, FLORIDA 33414 TEL: (561) 793-5225 FAX: (561) 793-4456	MILLER CONSULTING, INC. LANDSCAPE BUFFER	SCALE: 1" = 100' SHEET: 6
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LEGAL DESCRIPTION

LANDSCAPE BUFFER

A PART OF SECTION 23, TOWNSHIP 40 SOUTH, RANGE 40 EAST

Being a parcel of land lying in Sections 23 & 24,
Township 40 South, Range 40 East, City of Sunrise,
Broward County, Florida, and being more particularly
described as follows:

BEGINNING at the Southeast corner of said Section 23,
Township 40 South, Range 40 East, as delineated on a plat
of subdivision entitled "Beverly Lakes", as recorded
among the Public Records of Broward County, Florida, in
Plat Book 154, of Page 2, THENCE: North 80° 45' 45" West
along the South line of said Section 23 a distance of
1437.85 feet to the POINT OF BEGINNING; THENCE:
continuing with said South line North 80° 45' 45" West for a
distance of 44.92 feet; thence North 22° 57' 23" West a
distance 32.91 feet; thence North 30° 40' 45" West a distance
of 27.85 feet; thence 700.64 feet along the arc of a curve,
concave westerly, having a radius of 628.36 feet, a
central angle of 63° 43' 28", and a chord bearing of North
70° 41' 15" West; thence South 77° 27' 07" West a distance of
238.33 feet; thence 542.87 feet along the arc of a curve,
concave northwesterly, having a radius of 1052.88
feet, a central angle of 18° 47' 14", and a chord bearing of
South 85° 50' 37" West; thence North 85° 45' 40" West a
distance of 140.38 feet; thence North 04° 14' 14" East a
distance of 1.60 feet; thence North 80° 43' 50" West a
distance of 659.87 feet; thence 66.30 feet along the arc of a
curve, concave southeasterly, having a radius of 24,363.33
feet, a central angle of 00° 05' 40", and a chord bearing of
North 48° 21' 37" West; thence South 85° 45' 40" East a
distance of 840.00 feet; thence South 04° 14' 14" West a
distance of 1.60 feet; thence South 03° 45' 40" East a
distance of 140.38 feet; thence 629.22 feet along the arc of
a curve, concave northwesterly, having a radius of 1512.88
feet, a central angle of 15° 47' 14", and a chord bearing of
North 53° 57' 37" East; thence North 77° 27' 07" East a
distance of 238.33 feet; thence 791.07 feet along the arc of
a curve, concave southeasterly, having a radius of 371.93
feet, a central angle of 60° 35' 30", and a chord bearing of
South 02° 15' 13" East; thence 43.45 feet along the arc of a
curve, concave southeasterly, having a radius of 1252.92
feet, a central angle of 1° 59' 15", and a chord bearing of
South 34° 23' 53" East to the POINT OF BEGINNING;
Containing 2.90724 acres, more or less.

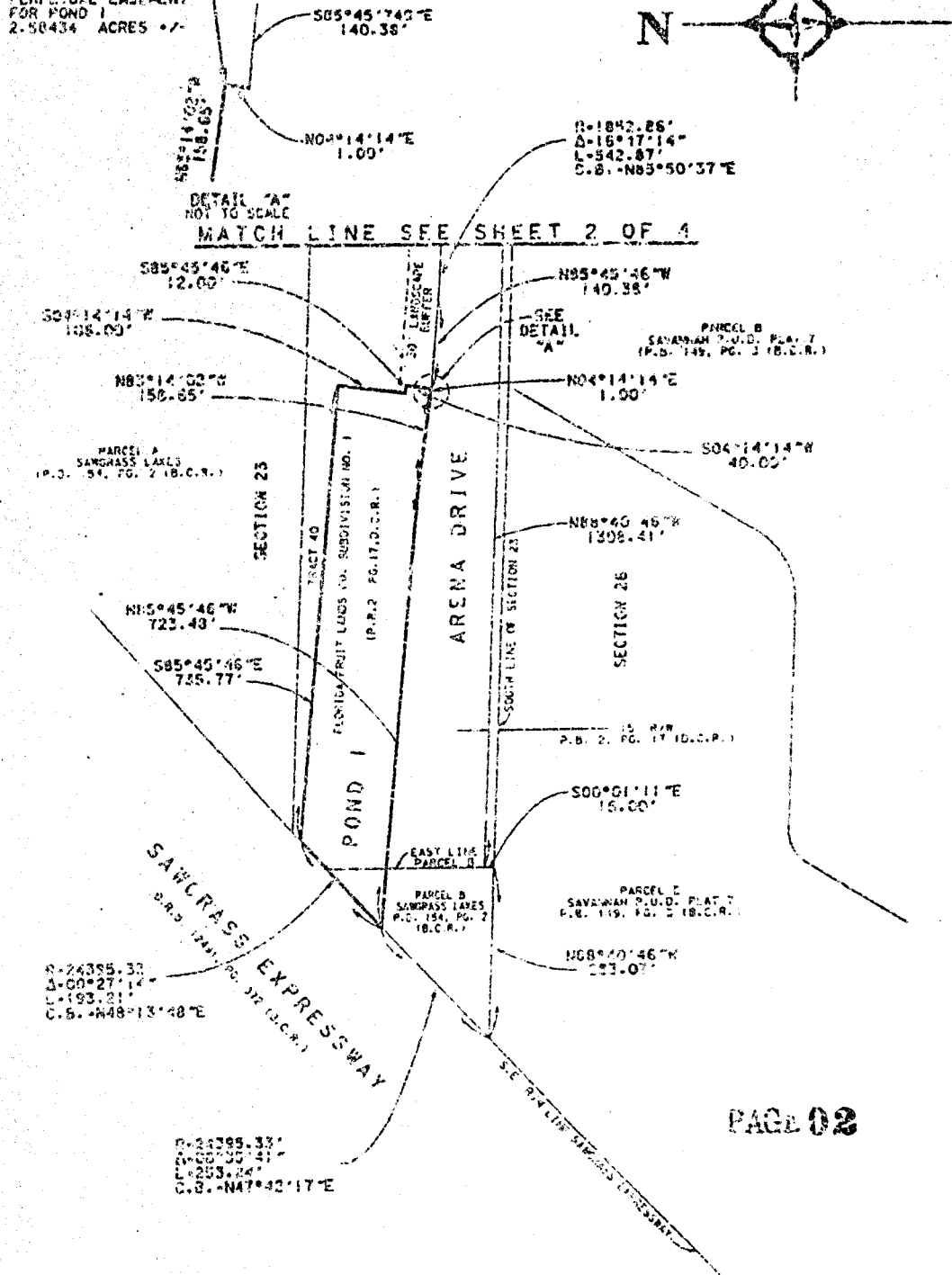
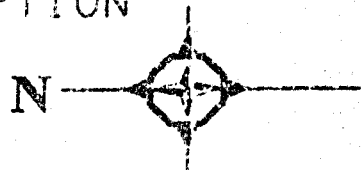
PAGE 02

Exhibit "C"
Page 3 of 3

BY: DATE: TITLE:	BURDETTE & ASSOCIATES, INC. 13927 DOUBLETREE TRAIL WEST PALM BEACH, FLORIDA 33414 TEL. (561) 793-3229 FAX (561) 793-4495	BY: DATE: TITLE:	MCA: DATE:
	MEYER CONSULTING, INC. LEGAL DESCRIPTION		

SKETCH OF DESCRIPTION

P.O.B.
PERPETUAL EASEMENT
FOR POND 1
2.50434 ACRES +/-



PAGE 02

200 300 0 200 400
FEET

NOTE: THIS SKETCH IS NOT A SURVEY.

Exhibit "C"
Page 4 of 5

DATE: 11/11/11	BURDETTE & ASSOCIATES, INC. 301 DOUBLETREE TRAIL WEST PALM BEACH, FLORIDA 33414 TEL: (561) 793-3226 FAX (561) 793-4496	MILLER CONSULTING, INC. ARENA DRIVE PERPETUAL EASEMENT POND 1	MCA-007 SHEET 3 - 4
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LEGAL DESCRIPTION

ARENA DRIVE

PERPETUAL EASEMENT POND 1

A PART OF SECTION 23, TOWNSHIP 39 SOUTH, RANGE 40 EAST

Being a parcel of land lying in Section 23, Township 39 South, Range 40 East, City of Sunrise, Broward County, Florida, and being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 23, Township 39 South, Range 40 East, as delineated on a plat of subdivision entitled "Sawgrass Lakes", as recorded among the Public Records of Broward County, Florida, in Plat Book 154, at Page 2, THENCE; North 88° 40' 46" West along the South line of said Section 23 a distance of 1512.27 feet to a point; thence North 22° 57' 23" West a distance of 32.91 feet; thence North 85° 40' 42" West a distance of 27.50 feet; thence 700.94 feet along the arc of a curve, concave southwesterly, having a radius of 829.93 feet, a central angle of 63° 43' 23", and a chord bearing of North 70° 41' 48" West; thence South 77° 27' 00" West a distance of 285.33 feet; thence 542.27 feet along the arc of a curve, concave northwesterly, having a radius of 1852.03 feet, a central angle of 16° 47' 14", and a chord bearing of South 85° 50' 37" West; thence North 85° 45' 45" West a distance of 140.38 feet; thence North 04° 14' 14" East a distance of 1.00 feet to the POINT OF BEGINNING; thence North 85° 14' 02" West a distance of 158.55 feet; thence North 85° 45' 46" West a distance of 723.48 feet; thence 163.21 feet along the arc of a curve, concave southeasterly, having a radius of 24,395.35 feet, a central angle of 00° 27' 14", and a chord bearing of North 48° 13' 45" East; thence South 85° 45' 46" East a distance of 735.77 feet; thence South 04° 14' 14" West a distance of 106.00 feet; thence South 85° 45' 48" East a distance of 12.00 feet; thence South 04° 14' 14" West a distance of 40.00 feet; to the POINT OF BEGINNING; Containing 2.50434 acres, more or less.

PAGE 02

Exhibit "C"
Page 5 of 5

BY [Signature] [Name]	BURDETTE & ASSOCIATES, INC. 13927 DOUBLETREE TRAIL WEST PALM BEACH, FLORIDA 33414 TEL: 734-3200 FAX: 734-1793-4496	BY [Signature] [Name] ARENA DRIVE PERPETUAL EASEMENT POND 1	DATE [Date] SHEET 4 of 4
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INDEMNIFICATION/HOLD HARMLESS CLAUSE:

The Contractor shall indemnify, defend, and hold harmless, the City of Sunrise ("CITY"), and all of its officers, agents and employees in the amount of the construction contract price, from all suits, actions, loss, damage, cost, charge, expense or claims arising out of any acts, action, neglect or omission by the Contractor during the performance of the construction contract, whether direct or indirect, and whether to any person or property to which CITY or said parties may be subject, except that neither the Contractor nor any of its subcontractors will be liable for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the CITY or any of its officers, agents or employees. This indemnification shall be capped and limited to the amount of this construction contract.

The Contractor's obligation to indemnify, defend, and pay for the defense or at the CITY's option, to participate and associate with the CITY in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within 7 days of receipt by the Contractor of the CITY's notice of claim for indemnification to the Contractor. The notice of claim for indemnification shall be served by certified mail. The Contractor's obligation to defend and indemnify within 7 days of receipt of such notice shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines the CITY is solely negligent. Only a final adjudication or judgment finding CITY solely negligent shall excuse performance of this provision by the Contractor. If a judgment finding the CITY solely negligent is appealed and the finding of sole negligence is reversed the Contractor will be obligated to indemnify the CITY for the cost of the appeal(s). The Contractor shall pay all costs and fees related to this obligation and its enforcement by the CITY.

Exhibit C To Agreement

WATER MAIN DESCRIPTION FOR EASEMENT

Exhibit C To Agreement

WATER MAIN DESCRIPTION FOR EASEMENT

A non-exclusive, perpetual easement in, on, over, under, throughout, and across a portion of the Property as more fully described on Exhibit "C," incorporated herein by reference, with the full and free right of ingress and egress for the purposes of the construction, reconstruction, rebuilding, replacement, repairing, operation, distribution, and maintenance of Declarant's water main and all appurtenances relative to said water main ("Facilities").

EXHIBIT C

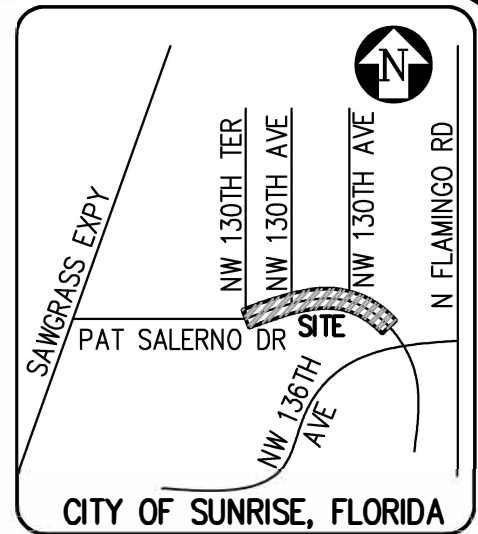
SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 2, 3 & 4

LEGEND

PB	PLAT BOOK	R	RADIUS
PG	PAGE	Δ	DELTA
ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH
POC	POINT OF COMMENCEMENT	(R)	RADIAL
POB	POINT OF BEGINNING	R/W	RIGHT-OF-WAY
SLY	SOUTHERLY	PID	PARCEL IDENTIFICATION
-E-WM-	WATER LINE	⌘	QUARTER SECTION CORNER
⊕	SECTION CORNER	23-49-40	SECTION 23, TOWNSHIP 49 SOUTH, RANGE 40 EAST



NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC. **LOCATION MAP** N.T.S.
2. THIS SKETCH IS BASED ON WATER DISTRIBUTION AS-BUILT INFORMATION (PROJECT NO. 10035) FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE AND UNDERGROUND UTILITIES MARKED AND LOCATED BY ENGENUITY GROUP.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF S88°40'45"E ALONG THE SOUTHERLY LINE OF SECTION 23, TOWNSHIP 49 SOUTH, RANGE 40 EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
7. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR, FLORIDA EAST ZONE 901, USING THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT (NAD 83-90).
SCALE FACTOR: 0.9999981
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON SEPTEMBER 12, 2022. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

Jennifer Malin Digitally signed by Jennifer Malin
Date: 2022.09.12 17:35:45 -04'00'

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FDR:

UTILITY EASEMENT

SCALE: N/A
DRAWN BY: JTS
CHECKED BY: JCM
DATE: 9-12-2022



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK # SHEET: 1/4
JOB # 19010.23
FLORIDA R.L.S. #

EXHIBIT C
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION

NOT VALID WITHOUT ACCOMPANYING SHEETS 1, 3 & 4

A PARCEL OF LAND BEING A PORTION OF THE LANDSCAPE BUFFER (50 FOOT WIDE), AS RECORDED IN OFFICIAL RECORD BOOK 27278, PAGE 55, AND ALSO BEING A PORTION OF PARCEL "A", AS SHOWN ON PLAT OF SAWGRASS LAKES, AS RECORDED IN PLAT BOOK 154, PAGE 2, BOTH OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 49 SOUTH, RANGE 40 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 49 SOUTH, RANGE 40 EAST; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 23, S88°40'45"E, A DISTANCE OF 20.21 FEET; THENCE LEAVING SAID SOUTHERLY LINE, N01°19'15"E, A DISTANCE OF 189.73 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LANDSCAPE BUFFER (50 FOOT WIDE), SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE S08°33'23"E, A DISTANCE OF 46.69 FEET; THENCE N77°27'00"E, A DISTANCE OF 412.91 FEET TO THE POINT OF BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 637.46 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°29'07" AN ARC DISTANCE OF 695.20 FEET; THENCE N48°25'43"E, A DISTANCE OF 42.51 FEET TO A POINT ON SAID NORTHERLY LINE OF LANDSCAPE BUFFER (50 FOOT WIDE), SAID POINT BEING ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 679.96 FEET AND WHOSE CENTER BEARS S49°50'28"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°15'51" AN ARC DISTANCE OF 15.00 FEET; THENCE LEAVING SAID NORTHERLY LINE OF LANDSCAPE BUFFER (50 FOOT WIDE), S48°25'43"W, A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 652.46 FEET AND WHOSE CENTER BEARS S48°35'00"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°21'48" AN ARC DISTANCE OF 379.93 FEET; THENCE N14°07'40"E, A DISTANCE OF 19.89 FEET; THENCE N76°13'13"W, A DISTANCE OF 32.80 FEET; THENCE S14°07'40"W, A DISTANCE OF 19.89 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 652.46 FEET AND WHOSE CENTER BEARS S12°20'21"W; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°53'21" AN ARC DISTANCE OF 283.43 FEET TO A POINT OF TANGENCY; THENCE S77°27'00"W, A DISTANCE OF 66.66 FEET; THENCE N12°33'00"W, A DISTANCE OF 21.00 FEET; THENCE S77°27'00"W, A DISTANCE OF 36.58 FEET; THENCE S12°33'00"E, A DISTANCE OF 21.00 FEET; THENCE S77°27'00"W, A DISTANCE OF 29.01 FEET; THENCE N00°16'29"E, A DISTANCE OF 28.20 FEET TO A POINT ON SAID NORTHERLY LINE OF LANDSCAPE BUFFER (50 FOOT WIDE); THENCE ALONG AND COINCIDENT WITH SAID NORTHERLY LINE, S77°27'00"W, A DISTANCE OF 15.38 FEET; THENCE LEAVING SAID NORTHERLY LINE, S00°16'29"W, A DISTANCE OF 28.20 FEET; THENCE S77°27'00"W, A DISTANCE OF 249.19 FEET; THENCE N08°33'23"W, A DISTANCE OF 30.70 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,802.86 FEET AND WHOSE CENTER BEARS N09°10'06"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°28'36" AN ARC DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 19,452 SQUARE FEET MORE OR LESS.

FOR:

UTILITY EASEMENT

SCALE:	N/A
DRAWN BY:	JTS
CHECKED BY:	JCM
DATE:	9-12-2022



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

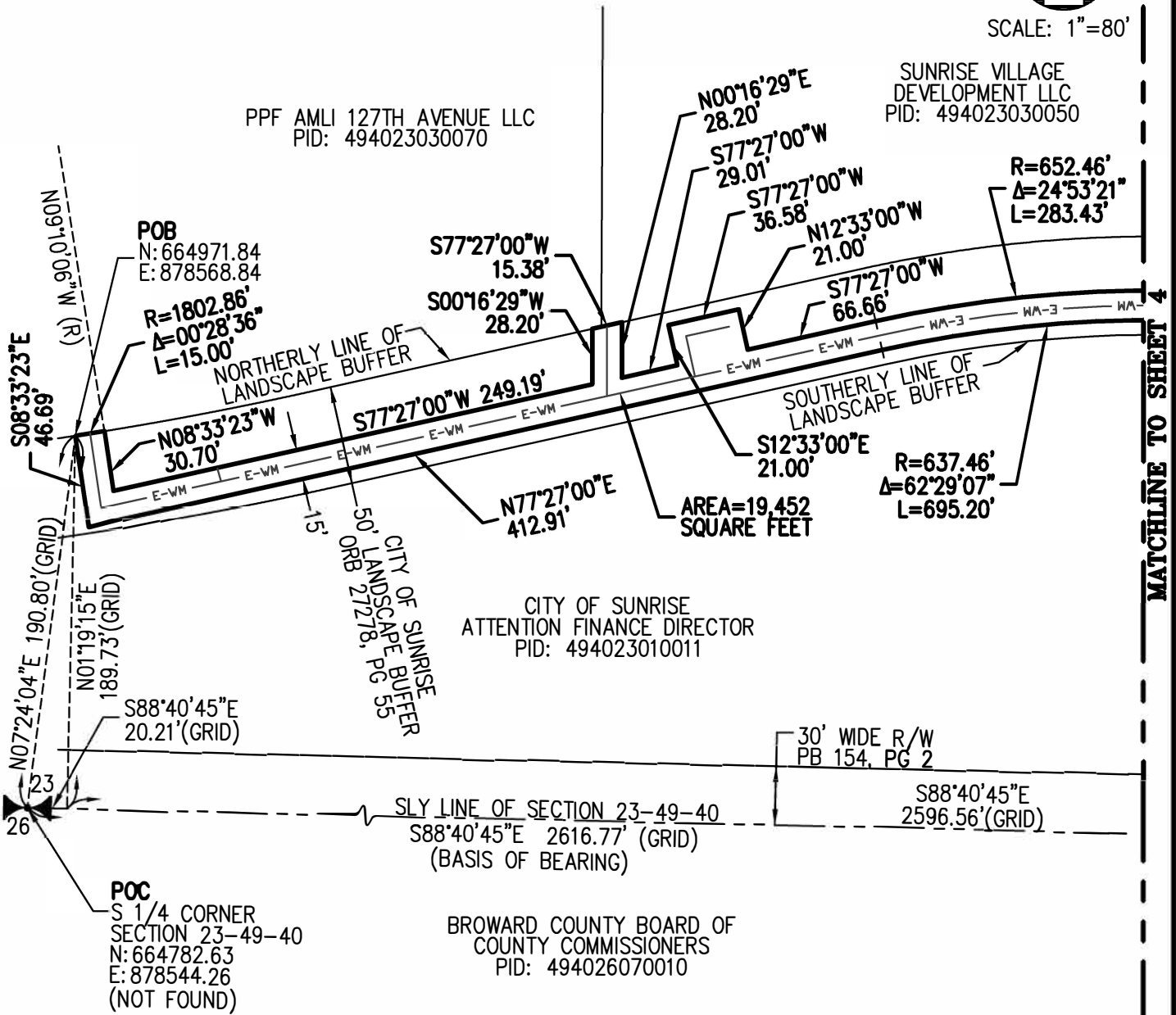
FIELD BOOK #	SHEET: 2 / 4
FLORIDA R.L.S. #	JOB NO 19010.23

EXHIBIT C SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1, 2 & 4



SCALE: 1"=80'



FOR:

UTILITY EASEMENT

SCALE: 1"=80'
DRAWN BY: JTS
CHECKED BY: JCM
DATE: 9-12-2022



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK 3
SHEET 3/4
JOB NO 19010.23
FLORIDA R.L.S. #

Return to:
Kimberly A. Kisslan
City Attorney's Office
10770 West Oakland Park Boulevard
Fort Lauderdale, FL 33351

Prepared by:
Annika Ashton
Deputy County Attorney
115 South Andrews Ave, Rm 423
Fort Lauderdale, Florida 33301

Folio Number: 4940 2301 0012

EASEMENT

This Easement ("Easement"), is made this ____ day of _____, 2022 ("Effective Date"), by Broward County, a political subdivision of the State of Florida ("Grantor") whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, in favor of the City of Sunrise, a municipal corporation of the State of Florida ("Grantee"), whose address is 10770 W Oakland Park Blvd Sunrise, Florida 33351. 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, with the full and free right of ingress and egress for the purposes of the construction, reconstruction, rebuilding, replacement, repairing, operation, distribution, and maintenance of Declarant's water main and all appurtenances relative to said water main ("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 retains the right to use and conduct operations of the property that do not unreasonably interfere with the Easement.
4. Grantee shall, at its sole cost and expense, restore the surface of the Easement Area to the same condition which existed prior to the commencement of Grantee's access, maintenance, or repair to the Easement Area.
5. This Easement 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.
6. Grantor, at its own expense, shall record this fully executed Easement in its entirety in the Official Records of Broward County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY, BROWARD COUNTY through its BOARD OF COUNTY
COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same
by Board action on the _____ day of _____, 2022.

COUNTY

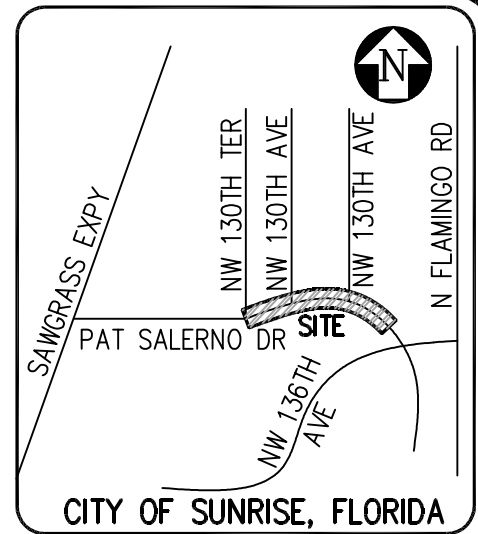
EXHIBIT A
EASEMENT

EXHIBIT A SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 2, 3 & 4

LEGEND

PB	PLAT BOOK	R	RADIUS
PG	PAGE	Δ	DELTA
ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH
POC	POINT OF COMMENCEMENT	(R)	RADIAL
POB	POINT OF BEGINNING	R/W	RIGHT-OF-WAY
SLY	SOUTHERLY	PID	PARCEL IDENTIFICATION
-E-WM-	WATER LINE	⌘	QUARTER SECTION CORNER
⊕	SECTION CORNER	23-49-40	SECTION 23, TOWNSHIP 49 SOUTH, RANGE 40 EAST



NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC. **LOCATION MAP** N.T.S.
 2. THIS SKETCH IS BASED ON WATER DISTRIBUTION AS-BUILT INFORMATION (PROJECT NO. 10035) FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE AND UNDERGROUND UTILITIES MARKED AND LOCATED BY ENGENUITY GROUP.
 3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
 4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF S88°40'45"E ALONG THE SOUTHERLY LINE OF SECTION 23, TOWNSHIP 49 SOUTH, RANGE 40 EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
 5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
 6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
 7. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR, FLORIDA EAST ZONE 901, USING THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT (NAD 83-90).
- SCALE FACTOR: 0.9999981
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON SEPTEMBER 12, 2022. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FDR:

UTILITY EASEMENT

SCALE: N/A
DRAWN BY: JTS
CHECKED BY: JCM
DATE: 9-12-2022



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK: 10
SHEET: 1 / 4
JOB NO: 19010.23
FLORIDA R.L.S. #

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1, 3 & 4

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LANDSCAPE BUFFER (50 FOOT WIDE), AS RECORDED IN OFFICIAL RECORD BOOK 27278, PAGE 55, AND ALSO BEING A PORTION OF PARCEL "A", AS SHOWN ON PLAT OF SAWGRASS LAKES, AS RECORDED IN PLAT BOOK 154, PAGE 2, BOTH OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 49 SOUTH, RANGE 40 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 49 SOUTH, RANGE 40 EAST; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 23, S88°40'45"E, A DISTANCE OF 20.21 FEET; THENCE LEAVING SAID SOUTHERLY LINE, N01°19'15"E, A DISTANCE OF 189.73 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LANDSCAPE BUFFER (50 FOOT WIDE), SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE S08°33'23"E, A DISTANCE OF 46.69 FEET; THENCE N77°27'00"E, A DISTANCE OF 412.91 FEET TO THE POINT OF BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 637.46 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°29'07" AN ARC DISTANCE OF 695.20 FEET; THENCE N48°25'43"E, A DISTANCE OF 42.51 FEET TO A POINT ON SAID NORTHERLY LINE OF LANDSCAPE BUFFER (50 FOOT WIDE), SAID POINT BEING ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 679.96 FEET AND WHOSE CENTER BEARS S49°50'28"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°15'51" AN ARC DISTANCE OF 15.00 FEET; THENCE LEAVING SAID NORTHERLY LINE OF LANDSCAPE BUFFER (50 FOOT WIDE), S48°25'43"W, A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 652.46 FEET AND WHOSE CENTER BEARS S48°35'00"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°21'48" AN ARC DISTANCE OF 379.93 FEET; THENCE N14°07'40"E, A DISTANCE OF 19.89 FEET; THENCE N76°13'13"W, A DISTANCE OF 32.80 FEET; THENCE S14°07'40"W, A DISTANCE OF 19.89 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 652.46 FEET AND WHOSE CENTER BEARS S12°20'21"W; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°53'21" AN ARC DISTANCE OF 283.43 FEET TO A POINT OF TANGENCY; THENCE S77°27'00"W, A DISTANCE OF 66.66 FEET; THENCE N12°33'00"W, A DISTANCE OF 21.00 FEET; THENCE S77°27'00"W, A DISTANCE OF 36.58 FEET; THENCE S12°33'00"E, A DISTANCE OF 21.00 FEET; THENCE S77°27'00"W, A DISTANCE OF 29.01 FEET; THENCE N00°16'29"E, A DISTANCE OF 28.20 FEET TO A POINT ON SAID NORTHERLY LINE OF LANDSCAPE BUFFER (50 FOOT WIDE); THENCE ALONG AND COINCIDENT WITH SAID NORTHERLY LINE, S77°27'00"W, A DISTANCE OF 15.38 FEET; THENCE LEAVING SAID NORTHERLY LINE, S00°16'29"W, A DISTANCE OF 28.20 FEET; THENCE S77°27'00"W, A DISTANCE OF 249.19 FEET; THENCE N08°33'23"W, A DISTANCE OF 30.70 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,802.86 FEET AND WHOSE CENTER BEARS N09°10'06"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°28'36" AN ARC DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 19,452 SQUARE FEET MORE OR LESS.

FOR:

UTILITY EASEMENT

SCALE:	N/A
DRAWN BY:	JTS
CHECKED BY:	JCM
DATE:	9-12-2022

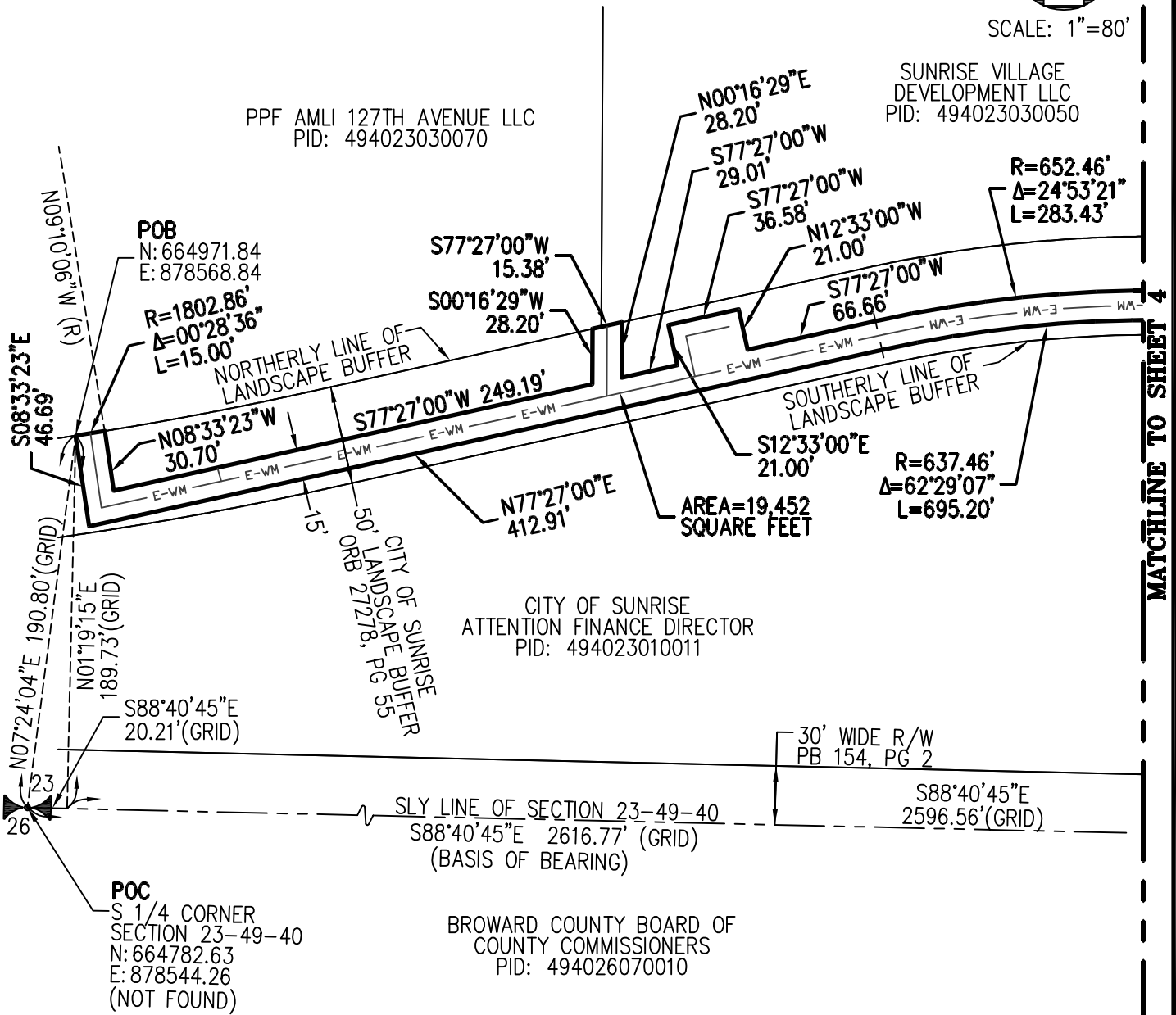


FIELD BOOK	SHEET: 2 / 4
FLORIDA R.L.S. #	JOB NO 19010.23

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEETS 1, 2 & 4



SCALE: 1"=80'



FOR:

UTILITY EASEMENT

SCALE: 1"=80'
 DRAWN BY: JTS
 CHECKED BY: JCM
 DATE: 9-12-2022



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FIELD BOOK #
 SHEET: 3 / 4
 JOB #
 FLORIDA R.L.S. # 19010.23

SCALE: 1"=80'

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