

1 RESOLUTION NO. 2020-

2 A RESOLUTION OF THE BOARD OF COUNTY
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
4 ACCEPTING A ROAD EASEMENT ON, OVER, ACROSS,
5 AND THROUGH A PORTION OF REAL PROPERTY
6 OWNED BY ROCCA INTERNATIONAL, LLC, AND
7 LOCATED IN THE BROWARD COUNTY MUNICIPAL
8 SERVICES DISTRICT, FLORIDA; AND PROVIDING FOR
9 SEVERABILITY AND AN EFFECTIVE DATE.

10 WHEREAS, Rocca International, LLC, a Florida limited liability company, is the
11 owner of certain real property located in the Broward County Municipal Services District,
12 Florida ("Property"), which Property is more particularly described in the legal description
13 and sketch made subject to the Road Easement, which is attached hereto and made a
14 part hereof as Attachment 1 ("Road Easement");

15 WHEREAS, Rocca International, LLC, is willing to grant the Road Easement to
16 Broward County, Florida ("County"), in accordance with the terms of the attached
17 Road Easement; and

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

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

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

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

3 Section 3. The Road Easement shall be properly recorded in the
4 Official Records of Broward County, Florida.

5 Section 4. Severability.

6 If any portion of this Resolution is determined by any court to be invalid, the invalid
7 portion will be stricken, and such striking will not affect the validity of the remainder of this
8 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
9 legally applied to any individual, group, entity, property, or circumstance, such
10 determination will not affect the applicability of this Resolution to any other individual,
11 group, entity, property, or circumstance.

12 Section 5. Effective Date.

13 This Resolution is effective upon adoption.

14
15 ADOPTED this day of , 2020.

16
17 Approved as to form and legal sufficiency:
18 Andrew J. Meyers, County Attorney

19 By: /s/ Claudia Capdesuner 11/04/2020
20 Claudia Capdesuner (date)
Assistant County Attorney

21 By: /s/ Annika E. Ashton 11/04/2020
22 Annika E. Ashton (date)
Deputy County Attorney

23 CC/mdw
24 Road Easement from Rocca International, LLC
11/04/2020
#536040v2

Return to:
Frank J. Guiliano, PSM
Highway Construction and
Engineering Division
1 N University Drive, Suite 300
Plantation, Florida 33324

Prepared by:
Name: Nikelle Barbosa
Address: 3040 NE 164 Street
North Miami Beach, Florida
33160

Attachment 1

Folio Number: 494232016090

ROAD EASEMENT

This Easement is given this 15 day of October, 2020, by ROCCA INTERNATIONAL LLC, a Florida limited liability company, ("Grantor") whose mailing address is 15476 NW 77 Court Ste 252 Miami Lakes FL 33016, in favor of Broward County, a political subdivision of the State of Florida ("Grantee"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

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

RECITALS

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

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

- B. Grantee desires a nonexclusive and perpetual easement over, across, under, and through the Easement Area, as defined in Section 2, for public road and other appropriate purposes incidental thereto ("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 does 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 agrees that no obstructions that would interfere with the maintenance or improvement of Grantee's Easement shall be placed in the Easement Area without Grantee's prior consent.
4. Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement.
5. This Easement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
6. 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.
7. This Easement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Easement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Easement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.
8. Grantee, at its own expense, shall record this fully executed Easement in its entirety in the Official Records of Broward County, Florida.

[Signature Pages on the Following Page]

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

GRANTOR

Witness #1:

Adriana Vieira Sousa
Signature

Adriana Vieira de Sousa
Print Name of Witness

By: Nikelle Barbosa
Signature

Nikelle Barbosa
Print Name

15 day of October, 2020

Witness #2:

Paula de Melo Coutinho
Signature

PAULA DE MELO COUTINHO
Print Name of Witness

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 15 day of October, 2020, by Nikelle Barbosa who is personally known to me or who has produced _____ as identification.

Notary Public:

Signature: Paula de Melo Coutinho

Print Name: PAULA DE MELO COUTINHO

State of Florida
My Commission Expires: Dec 17, 2021
Commission Number: 66168687

(Notary Seal)

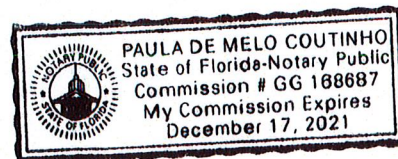


EXHIBIT "A" SKETCH & LEGAL DESCRIPTION

PREPARED BY:
 **GUNTER GROUP, INC.**
LAND SURVEYING - LAND PLANNING
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 4507
9350 S.W. 22nd TERRACE
MIAMI, FLORIDA 33165
(305) 220-0073

LEGAL DESCRIPTION:

A portion of Lot 20, in Block 59, of WASHINGTON PARK FOURTH ADDITION, according to the Plat thereof, as recorded in Plat Book 22, at Page 44 of the Public Records of Broward County, Florida, being more particularly described as follows:

All that portion of said Lot 20, in Block 59, of WASHINGTON PARK FOURTH ADDITION, according to the Plat thereof, as recorded in Plat Book 22, at Page 44 of the Public Records of Broward County, Florida, lying Southeasterly of a chord based on a circular curve, concave to the Northwest, having a radius of 20.00 feet, and being tangent to the South line of said Lot 20, and tangent to the East line of said Lot 20.

Said land situated and being in Broward County, Florida, and contains 193 square feet, more or less.

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey.
- 2) This instrument was conducted for the purpose of a "SKETCH & LEGAL DESCRIPTION" only and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other entity.
- 3) Bearings shown hereon are based on an assumed meridian of N00°00'00"W along the Easterly boundary line of Lot 20, Block 59, of WASHINGTON PARK FOURTH ADDITION, according to the Plat thereof, as recorded in Plat Book 22, at Page 44, of the Public Records of Broward County, Florida.
- 4) This instrument has been prepared for the exclusive use of the entities named hereon only and the certifications hereon do not extend to any unnamed parties.
- 5) Professional Land Surveyor and Mapper in responsible charge: Rolando Ortiz LS 4312, State of Florida.
- 6) This instrument is not valid without the signature and the raised seal of a Florida Licensed Land Surveyor and Mapper.

I hereby certify to that the Sketch & Legal Description of the described property is true and correct to the best of my knowledge and belief, as recently prepared under my direction; also that meets the Standards of Practice set in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Date: 09-24-2020
Job No.: 18-31250-A
Sketch No.: 28906-A

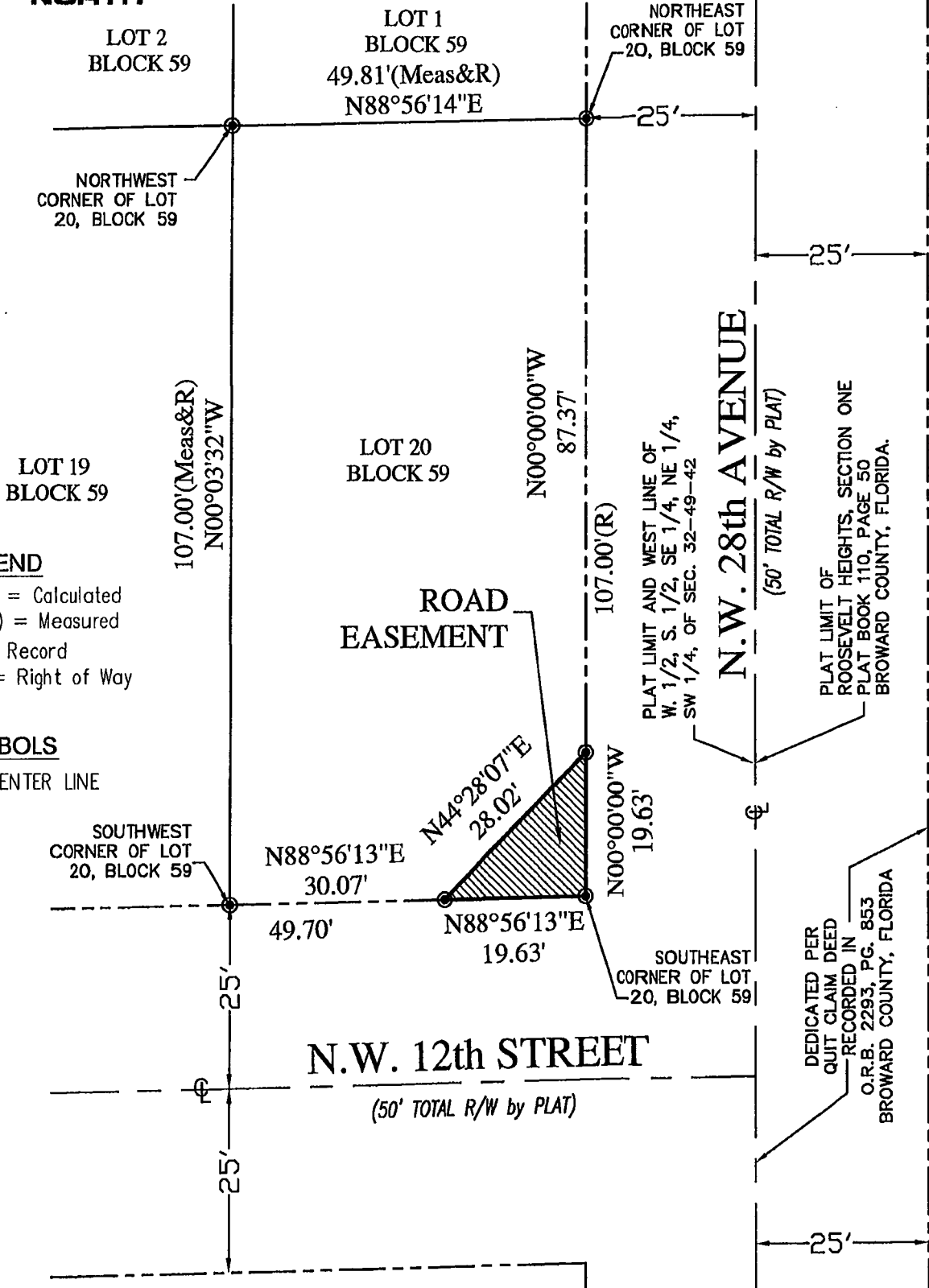

By: Rolando Ortiz LS 4312
Professional Land Surveyor
& Mapper, State of Florida.

NOT VALID WITHOUT SHEET 2 OF 2
(SHEET 2 OF 2 CONTAINS SKETCH & LEGAL DESCRIPTION)

SHEET 1 OF 2

EXHIBIT "A" SKETCH & LEGAL DESCRIPTION

SCALE: 1 inch = 20 feet



NOT VALID WITHOUT SHEET 1 OF 2
(SHEET 1 OF 2 CONTAINS LEGAL DESCRIPTIONS AND SURVEYORS NOTES)

SHEET 2 OF 2