

RESOLUTION NO. 2020-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ACCEPTING A ROAD EASEMENT ON, OVER, ACROSS, AND THROUGH A PORTION OF REAL PROPERTY OWNED BY CULVER'S OF MARGATE, LLC, AND LOCATED IN THE CITY OF MARGATE, FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Culver's of Margate, LLC, a Florida limited liability company, is the owner of certain real property located in the City of Margate, Florida ("Property"), which Property is more particularly described in the legal description and sketch made subject to the Road Easement, which is attached hereto and made a part hereof as Attachment 1 ("Road Easement");

WHEREAS, Culver's of Margate, LLC, is willing to grant the Road Easement to Broward County, Florida ("County"), in accordance with the terms of the attached Road Easement; and

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

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

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

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

18       By: /s/ Claudia Capdesuner 07/31/2020  
19               Claudia Capdesuner               (date)  
              Assistant County Attorney

20       By: /s/ Annika E. Ashton 07/31/2020  
21               Annika E. Ashton               (date)  
22               Deputy County Attorney

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

## Attachment 1

Prepared by:  
Name: James J. Hurchalla, Esquire  
1700 E Las Olas Blvd., #206  
Fort Lauderdale, FL 33301

Folio Number: 4842 30 05 0020

### ROAD EASEMENT

This Easement is given this 27 day of June, 2020, by CULVER'S OF MARGATE, LLC, a Florida limited liability company, ("Grantor") whose mailing address is 1700 E Las Olas Blvd., #206, Fort Lauderdale, FL 33301, 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:

James J. Hurchalla  
Signature

James J. Hurchalla  
Print Name of Witness

By: Eric J. Pierce  
Signature:

Eric J. Pierce  
Print Name

07 day of June, 2020.

Witness #2:

Ryan Jarkowski  
Signature

Ryan Jarkowski  
Print Name of Witness

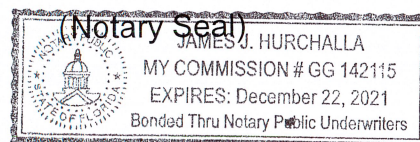
**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of [ ☒ ] physical presence or [ ☐ ] online notarization, this 27 day of June, 2020, by Eric J. Pierce [ ☐ ] who is personally known to me or [ ☐ ] who has produced \_\_\_\_\_ as identification.

Notary Public: James J. Hurchalla  
Signature: James J. Hurchalla  
Print Name: James J. Hurchalla

State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



**EXHIBIT A**  
**SKETCH AND DESCRIPTION**  
**A PORTION OF TRACT A**  
MARGATE DISTRICT HEADQUARTERS  
(P.B. 88, PG. 14, B.C.R.)  
CITY OF MARGATE

EXHIBIT 1  
Page 6 of 7

**LAND DESCRIPTION:**

A portion of Tract A, MARGATE DISTRICT HEADQUARTERS, according to the Plat thereof. as recorded in Plat Book 88, Page 14, of the Public Records of Broward County, being more particularly described as follows:

BEGIN at the Northeast corner of said Tract A; thence S 01°08'38" E, along the east line line of said Tract A, 29.64 feet; thence N 45°47'48" W, 42.17 feet to the north line of said Tract A; thence N 89°33'02" E, along said north line of said Tract A, 29.64 feet to the POINT OF BEGINNING;

Said land lying in Broward County, Florida and containing 439 square feet more or less.

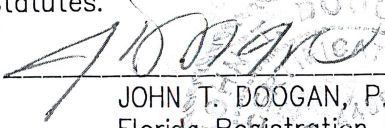
**SURVEYOR'S REPORT:**

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the plat, MARGATE DISTRICT HEADQUARTERS, based on the north line of Tract A having a bearing of N 89°33'02" E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; R/W = Right-of-Way.

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

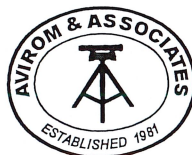
Date: 06/19/2020

  
JOHN T. DOOGAN, P.L.S.  
Florida Registration No. 4409  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300

**NOT VALID WITHOUT  
SHEETS 1 AND 2**

**REVISIONS**

REVISED	W.R.E.	06/19/2020



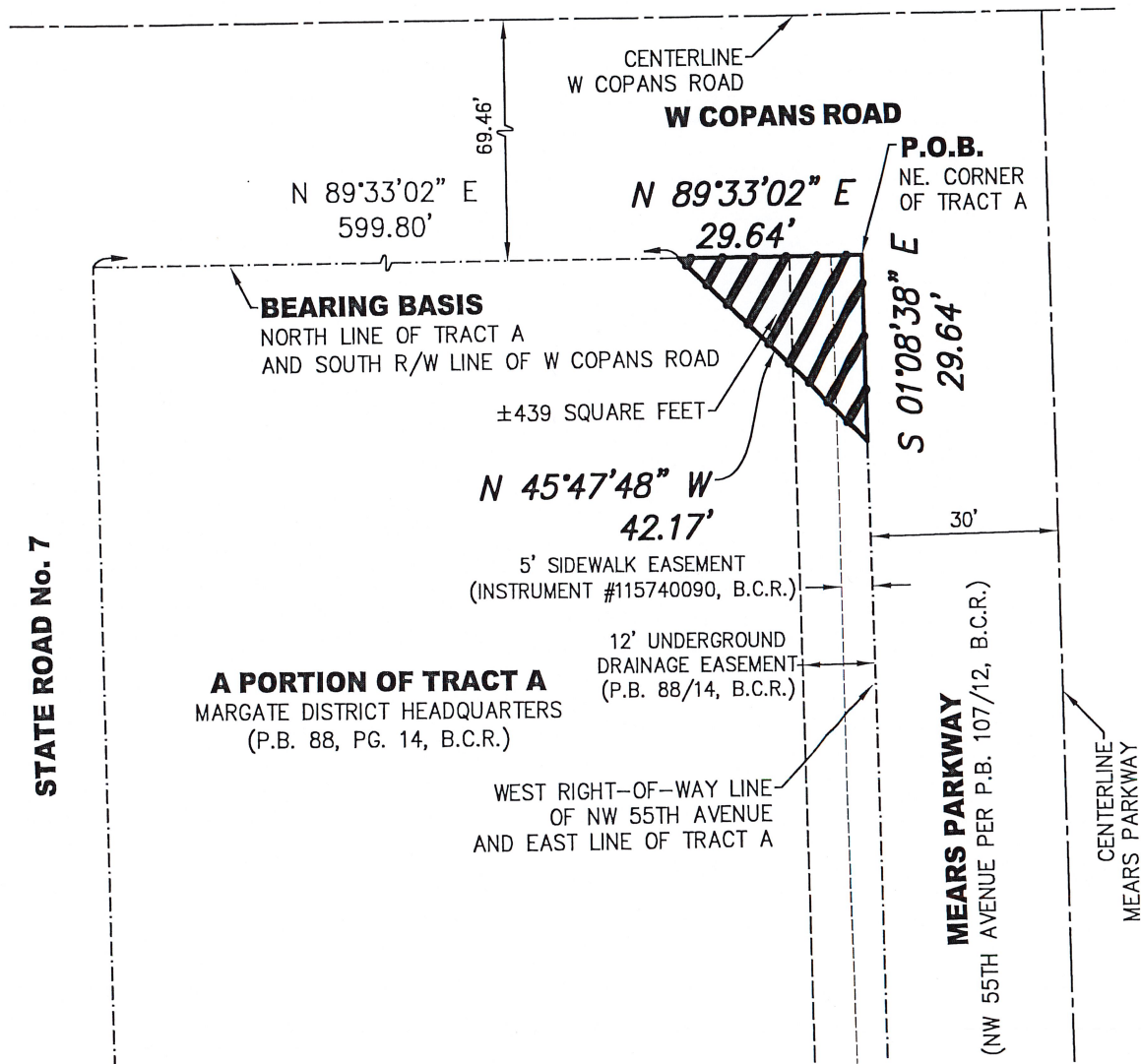
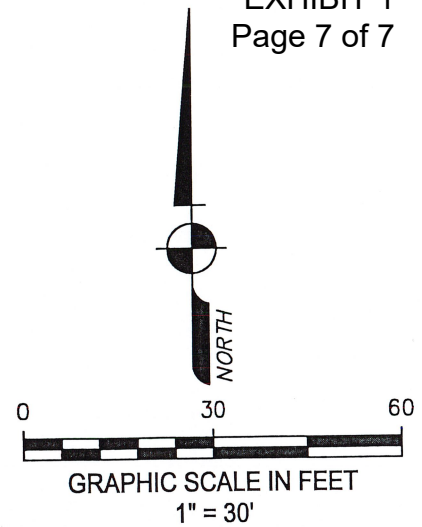
**AVIROM & ASSOCIATES, INC.**  
**SURVEYING & MAPPING**  
50 S.W. 2nd AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
(561) 392-2594 / [www.AVIROMSURVEY.com](http://www.AVIROMSURVEY.com)  
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JOB #:	10482-8
SCALE:	1" = 30'
DATE:	07/12/2019
BY:	S.R.L.
CHECKED:	J.T.D.
F.B.	PG.
SHEET:	1 OF 2



**EXHIBIT A**  
**SKETCH AND DESCRIPTION**  
**A PORTION OF TRACT A**  
MARGATE DISTRICT HEADQUARTERS  
(P.B. 88, PG. 14, B.C.R.)  
CITY OF MARGATE

EXHIBIT 1  
Page 7 of 7



**NOT VALID WITHOUT  
SHEETS 1 AND 2**

**REVISIONS**

REVISED W.R.E. 06/19/2020



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JOB #: **10482-8**

SCALE: 1" = 30'

DATE: 07/12/2019

BY: S.R.L.

CHECKED: J.T.D.

F.B. PG.

SHEET: **2 OF 2**