PROPOSED

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE FACILITIES ON, UNDER, OVER, ACROSS, AND THROUGH CERTAIN REAL PROPERTY LOCATED IN UNINCORPORATED BROWARD COUNTY, FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Bible Church of God Inc., a Florida corporation ("Grantor"), is the owner of certain property located at 2862 NW 6th Street, in unincorporated Broward County, Florida ("Property"), which Property is more particularly described in the legal description and sketch made subject to the easement instrument, which is attached hereto and made part hereof as Attachment 1;

WHEREAS, Broward County, Florida ("County"), requested from Grantor a nonexclusive, perpetual easement on, under, over, across, and through the Property for the installation and ongoing maintenance of underground drainage facilities serving the Property and adjacent lands ("Easement");

WHEREAS, Grantor is willing to grant the Easement to the County as provided in the easement instrument; and

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

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

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

Section 2. The Board hereby accepts the Easement as provided in the easement instrument attached to this Resolution as Attachment 1.

Section 3. The easement instrument shall be properly recorded in the Official Records of Broward County, Florida.

Section 4. Severability.

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

Section 5. Effective Date.

This Resolution is effective upon adoption.

ADOPTED this day of , 2025. **PROPOSED**

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

By: */s/ Christina A. Price* 04/15/2025
Christina A. Price (date)
Senior Assistant County Attorney

By: */s/ Annika E. Ashton* 04/15/2025
Annika E. Ashton (date)
Deputy County Attorney

Attachment 1

Return to:
Broward County Real Property
and Real Estate Development Division
115 S Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

Prepared by:
Annika E. Ashton
Deputy County Attorney
115 S Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio Number:504205340010

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT ("Easement Instrument") is made this 30 day of March, 20 25 ("Effective Date"), by Bible Church of God Inc., a Florida corporation ("Grantor"), whose address is 2862 NW 6th St, Fort Lauderdale, FL 33311, 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 owner of certain property located in Broward County, Florida, more particularly described in **Exhibit A**, attached hereto and made part hereof ("Property").

B. Grantee desires a perpetual, non-exclusive easement on, under, over, across, and through the Easement Area, as defined in Section 2, to construct, install, maintain, repair, and rebuild underground drainage facilities ("Easement").

C. Grantor is willing to grant the Easement to Grantee subject to the terms and conditions contained herein.

Now, therefore, for and in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct, and fully incorporated by reference herein.

2. **Grant of Easement.** Grantor hereby grants to Grantee, its licensees, agents, independent contractors, successors, and assigns a perpetual, non-exclusive easement on, over, under,

across, and through a portion of the Property, as more particularly described in **Exhibit B**, attached hereto and made part hereof, together with any incidental or necessary appurtenances thereto ("Easement Area") to construct, install, maintain, repair, and rebuild underground drainage facilities.

3. **Grantor's Use of the Property.** Grantor retains the right to engage in any activities on, under, 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. Grantor agrees that no obstructions that would interfere with the maintenance or improvement of Grantee's facilities, including trees, landscaping or utilities may be placed in the Easement Area without Grantee's prior written consent through its Real Estate and , which consent shall not be unreasonably withheld, denied, or delayed.

4. **Amendments.** This Easement Instrument 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.

5. **Jurisdiction, Venue.** This Easement Instrument 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 Instrument, 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 Instrument shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.

6. **Binding Effect.** This Easement Instrument 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. **Recording.** Grantee, at its own expense, shall record this fully executed Easement Instrument in its entirety in the Official Records of Broward County, Florida.

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

GRANTOR

WITNESSES:

Signature

Dennis W. Walker

Print Name of Witness above

Witness Address: 1387 NW 27th Ave Ft. Land. Fl. 33311

Signature

Cynthia London

Print Name of Witness above

Witness Address: 3015 SE Galt Circle part St. Lucie Fl 34984

BIBLE CHURCH OF GOD., INC, a Florida corporation

By: Leroy London

PASTOR

Title

30 day of MARCH, 2025

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, on this 30 day of March, 2025 by Leroy London, as Pastor for Bible Church of God Inc., a Florida corporation, who is [ ] personally known to me or [✓] who has produced Drivers License as identification.

Notary Public:
Signature: Alverine Brihm
Print Name: Alverine Brihm

State of Florida
My Commission Expires: March 31, 2029
Commission Number: HH 617873

(Notary Seal)

ALVERINE BRIHM
MY COMMISSION # HH 617873
EXPIRES: March 31, 2029

EXHIBIT A

Lots 1 and 2 of BENGOCHEA PLAT, according to the Plat thereof as recorded in Plat Book 80, Page 36 of the Public Records of Broward County, Florida.

EXHIBIT B

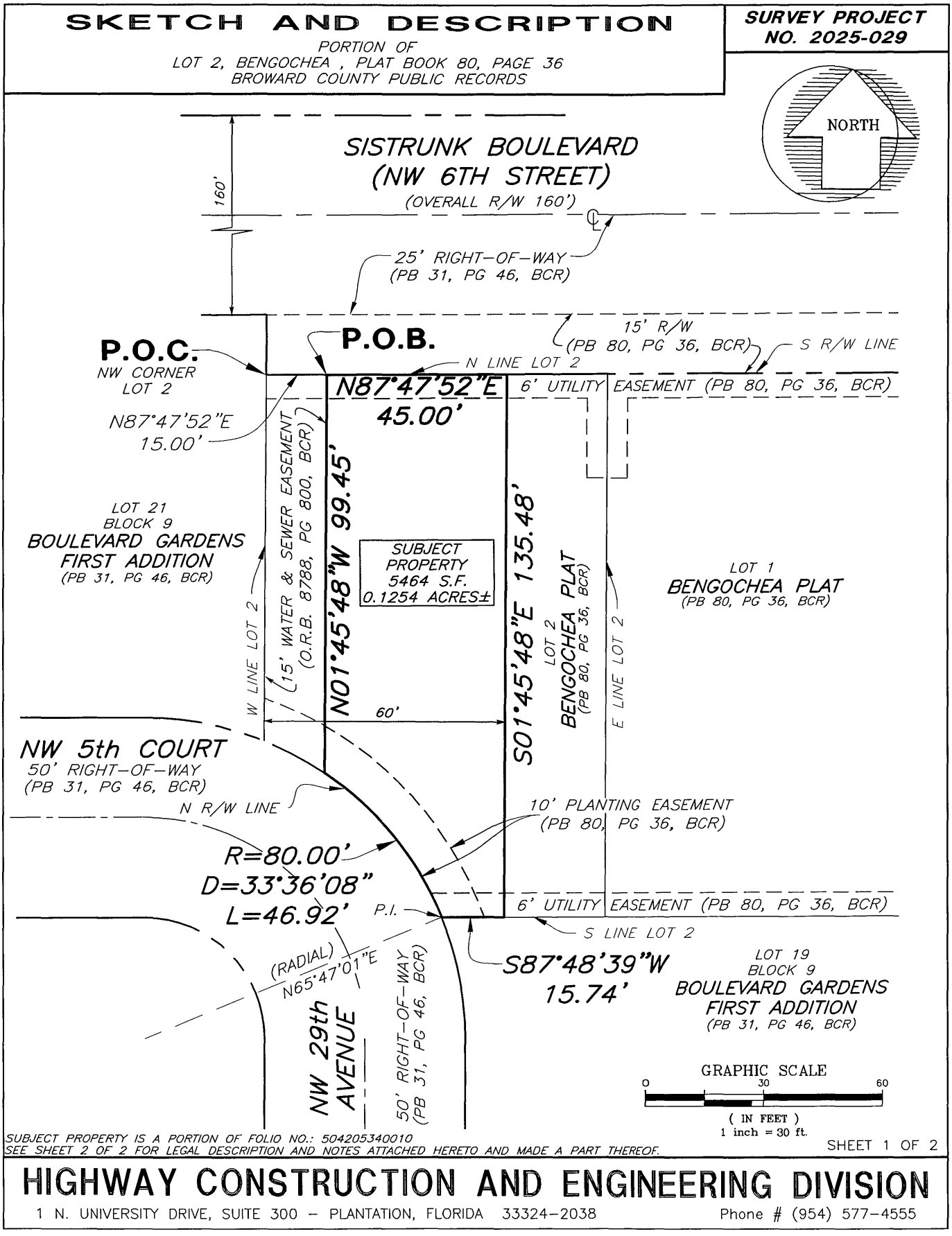
SKETCH AND DESCRIPTION
PORTION OF
LOT 2, BENGOCHEA , PLAT BOOK 80, PAGE 36
BROWARD COUNTY PUBLIC RECORDS
SURVEY PROJECT
NO. 2025-029
NORTH
SISTRUNK BOULEVARD
(NW 6TH STREET)
(OVERALL R/W 160')
160'
25' RIGHT-OF-WAY
(PB 31, PG 46, BCR)
P.O.C.
NW CORNER
LOT 2
N87°47'52"E
15.00'
P.O.B.
15' R/W
(PB 80, PG 36, BCR)
S R/W LINE
N LINE LOT 2
N87°47'52"E
45.00'
6' UTILITY EASEMENT (PB 80, PG 36, BCR)
LOT 21
BLOCK 9
BOULEVARD GARDENS
FIRST ADDITION
(PB 31, PG 46, BCR)
SUBJECT
PROPERTY
5464 S.F.
0.1254 ACRES±
W LINE LOT 2
15' WATER & SEWER EASEMENT
(O.R.B. 8788, PG 800, BCR)
N01°45'48"W 99.45'
S01°45'48"E 135.48'
LOT 2
BENGOCHEA PLAT
(PB 80, PG 36, BCR)
E LINE LOT 2
LOT 1
BENGOCHEA PLAT
(PB 80, PG 36, BCR)
60'
NW 5th COURT
50' RIGHT-OF-WAY
(PB 31, PG 46, BCR)
N R/W LINE
10' PLANTING EASEMENT
(PB 80, PG 36, BCR)
R=80.00'
D=33°36'08"
L=46.92'
P.I.
6' UTILITY EASEMENT (PB 80, PG 36, BCR)
S LINE LOT 2
(RADIAL)
N65°47'01"E
S87°48'39"W
15.74'
LOT 19
BLOCK 9
BOULEVARD GARDENS
FIRST ADDITION
(PB 31, PG 46, BCR)
NW 29th
AVENUE
50' RIGHT-OF-WAY
(PB 31, PG 46, BCR)
GRAPHIC SCALE
0
30
60
(IN FEET)
1 inch = 30 ft.
SUBJECT PROPERTY IS A PORTION OF FOLIO NO.: 504205340010
SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION AND NOTES ATTACHED HERETO AND MADE A PART THEREOF.
SHEET 1 OF 2
HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION
1 N. UNIVERSITY DRIVE, SUITE 300 – PLANTATION, FLORIDA 33324-2038
Phone # (954) 577-4555

EXHIBIT B

SKETCH AND DESCRIPTION

PORTION OF
LOT 2, BENGOCHEA , PLAT BOOK 80, PAGE 36
BROWARD COUNTY PUBLIC RECORDS

SURVEY PROJECT NO. 2025-029

LEGEND

R/W – RIGHT-OF-WAY
PB – PLAT BOOK
R – RADIUS
PG – PAGE
BCR – BROWARD COUNTY RECORDS
L – ARC LENGTH
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
D – INTERIOR ANGLE
P.I. – POINT OF INTERSECTION

LEGAL DESCRIPTION

A PORTION OF LOT 2, ACCORDING TO THE PLAT OF "BENGOCHEA PLAT", AS RECORDED IN PLAT BOOK 80, PAGE 36, BROWARD COUNTY PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE N 87°47'52" E, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 87°47'52" E, ALONG SAID NORTH LINE, A DISTANCE OF 45.00 FEET; THENCE S 01°45'48" E, ALONG A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 2, A DISTANCE OF 135.48 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE S 87°48'39" W, ALONG SAID SOUTH LINE, A DISTANCE OF 15.74 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 80.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS N 65°47'01" E; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°36'08", AN ARC DISTANCE OF 46.92 FEET; THENCE N 01°45'48" W, ALONG A LINE 15.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 2, A DISTANCE OF 99.45 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING WITHIN BROWARD COUNTY, FLORIDA AND CONTAINING 5464 SQUARE FEET, (0.1254 ACRES) MORE OR LESS.

SURVEY NOTES

1. THE LAND "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE REVIEWING SURVEYOR BASED ON THE INSTRUCTIONS FROM THE BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION.

2. BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED MERIDIAN AND ARE RELATIVE TO THE NORTH LINE OF LOT 2, "BENGOCHEA PLAT", BEARING NORTH 87°47'52" EAST, AS SHOWN HEREON.

3. SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION:

   a. PLAT OF "BOULEVARD GARDENS FIRST ADDITION", AS RECORDED IN PLAT BOOK 31, PAGE 46, BROWARD COUNTY PUBLIC RECORDS.

   b. PLAT OF "WASHINGTON PARK THIRD ADDITION", AS RECORDED IN PLAT BOOK 21, PAGE 43, BROWARD COUNTY PUBLIC RECORDS.

   c. PLAT OF "BENGOCHEA PLAT", AS RECORDED IN PLAT BOOK 80, PAGE 36, BROWARD COUNTY PUBLIC RECORDS.

   d. RIGHT-OF-WAY MAP FOR NW 6th STREET/SISTRUNK BOULEVARD, PROJECT NO. 5075, LATEST DATE OF REVISION 10/7/98 AND SIGNED ON 2/16/99.

SHEET 2 OF 2

CERTIFICATE

SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND DO NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE REQUIREMENTS OF THE STANDARDS OF PRACTICE SET FORTH UNDER RULE 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ERIC BRIAN AUGUSTO — LICENSED FLORIDA PROFESSIONAL SURVEYOR & MAPPER — No. 5695

Eric B Augusto
Digitally signed by Eric B Augusto
Date: 2025.02.05 16:39:27 -05'00'

PROFESSIONAL SURVEYOR AND MAPPER #5695, STATE OF FLORIDA
ERIC B AUGUSTO

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND THE SIGNATURE OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE OF SKETCH	DRAWN BY	CHECKED BY	MANAGER
2/4/2025	M.N.	EBA	EBA

SKETCH NO. 2025-029.DWG

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION
1 N. UNIVERSITY DRIVE, SUITE 300 – PLANTATION, FLORIDA 33324-2038 Phone # (954) 577-4555