

Prepared by and return to:
Marc J. Sternbaum
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, PA
150 W. Flagler St., Suite 2200
Miami, Florida 33130

Folio #: 504234013160

ACCESS AND UTILITY EASEMENT

This **ACCESS AND UTILITY EASEMENT** (this “Easement”) is granted this ____ day of _____, 2024 by CITY PLACE APARTMENTS, LTD., a Florida limited partnership, (“Grantor”), with an address of 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137 to the CITY OF DANIA BEACH, a Florida municipal corporation, having an address of 100 West Dania Beach Boulevard, Dania Beach, FL 33004 (“Grantee”).

(WHEREVER USED HERIN, THE TERMS “GRANTOR” AND “GRANTEE” INCLUDE ALL THE PARTIES TO THIS INSTRUMENT AND THEIR HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS OF INDIVIDUALS AND THE SUCCESSORS AND ASSIGNS OF CORPORATIONS, WHEREVER THE CONTEXT SO ADMITS OR REQUIRES)

WITNESSETH:

- A. Grantor is the fee title owner of that certain parcel of real property more particularly described on **Exhibit “A”** attached hereto and incorporated herein (collectively the “Property”), including the portion more particularly described on **Exhibit “B”** attached hereto (the “Easement Area”).
- B. Grantee is a municipality within whose jurisdiction the Property is located.
- C. Grantor has installed a potable water distribution line (“Water Line”), for provision of potable water to the Property. Grantor authorizes an access and utility easement through Grantor’s Property, in order to provide Grantee access for maintenance of the Water Line located therein.
- D. Grantor desires to grant and create, pursuant to the terms and conditions hereinafter set forth, and Grantee has agreed to accept, the access and utility easement as defined below.

NOW, THEREFORE, for Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agrees as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. Grant of Easement. Grantor hereby grants and conveys to Grantee, an access and utility easement over, across and upon the Easement Area for the purpose of providing Grantee access for maintenance of the Water Line (“Access and Utility Easement”) subject to the rights reserved by Grantor, as outlined below. The easement shall constitute a covenant running with the land and will be recorded, at the City’s expense, in the public records of Broward County, Florida, and shall remain in full force and effect and be binding upon the successors and assigns of the respective parties hereto, until such time as the same is released in writing as hereinafter provided. The grant of the Access and Utility Easement includes the right, privilege and exclusive easement in favor of Grantee to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect water transmission and distribution facilities and all appurtenances thereto, and all appurtenant equipment, together with the right of ingress thereto and egress therefrom to accomplish the work described in this section 2.
3. Maintenance and Repair. Grantor shall be responsible for maintaining the Easement Area in a state of good repair, reasonably safe condition and neat and reasonably attractive manner including, without limitation, the maintenance of support structures and all landscaping, irrigation and lighting located within the Easement Area. In the event the Easement Area is damaged or destroyed in part or in whole, Grantor shall repair and restore same to the original condition. If Grantee causes damage to the Easement Area due to installation, removal, replacement, maintenance or repair of the Water Line, the Grantee shall be responsible for restoring the Easement Area into the same condition which existed before any of Grantee’s actions.
4. Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified’ mail return receipt requested, postage paid to the address set in this paragraph, or such other address as a party may designate on notice to the other:

Grantor:

City Place Apartments, Ltd.
3050 Biscayne Boulevard, Suite 300
Miami, Florida 33137
Attn.: Francisco Rojo

With a copy to:

Stearns Weaver Miller Weissler
Alhadeff & Sitterson, PA
150 W. Flagler St., Suite 2200
Miami, Florida 33130
Attn.: Brian McDonough

Grantee:

City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

With a copy to:

Eve A. Boutsis
Dania Beach City Attorney
100 West Dania Beach Boulevard
Dania Beach, FL 33004

5. Reservation of Rights:

- a. Use of Easement Area. Grantor hereby reserves all rights of ownership in and to the Easement Area which are not inconsistent with the Easement, including, without limitation:
 - i. the right to grant further non-exclusive easements on, over, under and/or across the Easement Area (i.e., utility, access, etc.) which are not inconsistent with the purpose of this Easement; and
 - ii. the exclusive right, subject to Grantor's right to restore, to design, build, furnish and maintain any and all improvements located within and adjacent to the Easement Area.

6. Exhibits. All of the Exhibits attached to this Easement are incorporated in and made a part of this Easement.
7. Sovereign Immunity. Nothing in this Easement shall be interpreted to constitute a waiver of the sovereign immunity of the Grantee with respect to any negligence actions brought against the Grantee by third parties.
8. Form of Document. The provisions of this Easement do not imply obligations on the part of the Grantee other than the requirements to provide notice as specifically set forth herein. This Easement shall not cease to exist upon default by the Grantor or the Grantee's failure to give notice.
9. Inspections. As a further part of this easement, it is hereby understood and agreed that any official inspector of the City of Dania Beach, or its agents duly authorized, may have the

privilege at any reasonable time of entering and investigating the accessibility of the easement area.

10. Duration. The provisions of this instrument shall become effective upon their recordation in the public records of Broward County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each.
11. Enforcement. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Covenant shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
12. Severability. Invalidation of any of provision in this easement by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
13. Cumulative rights. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
14. Amendments. This Easement may not be amended or modified except by written instrument executed by all of the then fee owner(s) of the Easement Area and the Mayor and City Manager after review and approval by the City Commission of Grantee; provided however, that amendments or modifications to correct or amend **Exhibit "B"** of this Easement may be executed by the then fee owner(s) and City Manager of Grantee without a requirement of review and approval by the City Commission. Modifications or amendments shall be recorded in the Public Records of Broward County, Florida.
15. Termination. Termination of this Easement may only be accomplished through the City's easement vacation process as provided in the City's Code of Ordinance.
16. Entire Agreement. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.
17. Captions. The captions and paragraph headings contained in this Easement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Easement, nor the intent of any provision hereof.
18. Counterparts. This Easement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Easement.

19. Waiver. No waiver of any of the provisions of this Easement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.
20. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.
21. Recordation. Upon execution and delivery, Grantor shall record this Easement in the public records of Broward County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

WITNESSES:

GRANTOR:

Print name:

Address: 3050 Biscayne Boulevard, Suite 300,
Miami, Florida 33137

Print name:

Address: 3050 Biscayne Boulevard, Suite 300,
Miami, Florida 33137

CITY PLACE APARTMENTS, LTD., a Florida
limited partnership

By: City Place Apartments GP, LLC, its general
partner

By: _____

Francisco Rojo, Vice President

Address: 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 202_, by Francisco Rojo, as Vice President of City Place Apartments GP, LLC, the general partner of CITY PLACE APARTMENTS, LTD., a Florida limited partnership. He is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public, State of Florida

WITNESSES:

GRANTEE:

Print Name:

Address: 100 West Dania Beach Boulevard,
Dania Beach, Florida 33004

Print Name:

Address: 100 West Dania Beach Boulevard,
Dania Beach, Florida 33004

CITY OF DANIA BEACH, a Florida municipal corporation

By: _____

Joyce L. Davis, Mayor

Address: 100 West Dania Beach Boulevard, Dania Beach, Florida 33004

By: _____

Anna Garcia, ICMA-CM, City Manager

Address: 100 West Dania Beach Boulevard, Dania Beach, Florida 33004

ATTEST:

By: _____

Elora Riera, MMC, City Clerk

Address: 100 West Dania Beach Boulevard, Dania Beach, Florida
33004

APPROVED AS TO FORM AND ACCEPTED:

Signed: _____

Eve A. Boutsis, City Attorney, City of Dania Beach

Address: 100 West Dania Beach Boulevard, Dania Beach, Florida 33004

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 202_, by Joyce L. Davis and by Ana Garcia, as Mayor and City Manager, respectively, of the City of Dania Beach, on behalf of the City. They ___ are personally known to me or ___ have produced _____ as identification.

[SEAL]

Notary Public, State of Florida

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Parcel 1 - Fee Simple

Lots 10, 11, 12, 13, 14, 15 and 16, Block 21, TOWN OF DANIA (FORMERLY MODELO), according the Plat thereof recorded in Plat Book B, Page 49, of the Public Records of Miami-Dade County, Florida, said lands situate in Broward County, Florida.

LESS AND EXCEPT THEREFROM the land set forth in that Special Warranty Deed from City Place Apartments, Ltd., a Florida limited partnership to The City of Dania Beach, a Florida municipal corporation, dated January 5, 2023, recorded January 5, 2023 in Instrument #118605967.

Parcel 2 – Exclusive Easement

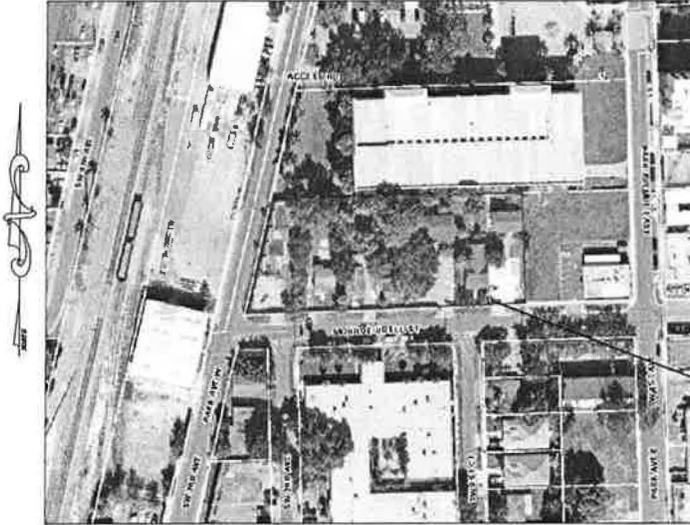
Together with an exclusive lift station easement for the benefit of Parcel 1 created by that Lift Station Easement and Operating Agreement by and between The City of Dania Beach, a Florida municipal corporation, and City Place Apartments, Ltd., a Florida limited partnership, dated December 16, 2022, recorded December 19, 2022 in Instrument # 118579650.

EXHIBIT "B"

SKETCH AND LEGAL DESCRIPTION OF EASEMENT AREA

(See three pages attached)

EXHIBIT "A"
5.00 FEET BY 10.00 FEET
WATER LINE EASEMENT
PARCEL IDENTIFICATION NO. 5042-34-01-3160



LOCATION MAP

A PORTION OF SECTION 34
TOWNSHIP 50 SOUTH, RANGE 42 EAST
BROWARD COUNTY FLORIDA
(NOT TO SCALE)

THIS
EASEMENT

SURVEYOR'S NOTES:

1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon. 2) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties. 3) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of TITLE COMMITMENT will be made to determine recorded instruments, if any affecting this property. 4) North arrow direction and Bearings shown hereon are based assumed value of S88°03'42"W, along the Center Line of S.W. 1st, STREET (MONORE UDELL STREET), Broward County, Florida. 5) No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17, Florida Administrative Code.

*Landmark Surveying & Associates,
Inc., LB #7633*

DATE: December 3rd, 2024



Digitally signed
by Ricardo
Rodriguez
Date: 2024.12.03
16:07:37 -05'00'

RICARDO RODRIGUEZ P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA REG. No. 5936

PARCEL IDENTIFICATION NO. 5042-34-01-3160	
LOCATION MAP, SURVEYOR'S NOTES SURVEYOR'S CERTIFICATE	
Project No.: 2303-0149.11	
Drawn by: R.R.	SKETCH AND LEGAL DESCRIPTION
Approved by: R.R.	SHEET 1 OF 3
DATE: 12-03-2024	Scale: AS SHOWN



8532 S.W. 8th STREET, SUITE "282"
MIAMI, FL 33144
PHONE: (305) 556-4002
FAX: (305) 556-4003
WWW.LMSURVEYING.COM
EMAIL-REQUEST@LMSURVEYING.COM

LEGAL DESCRIPTION:

A 5.00 FEET BY 10.00 FEET WATER LINE EASEMENT WITHIN LOT 16, BLOCK 21, OF TOWN OF DANIA (FORMERLY MODELO), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 10.00 FEET OF THE WEST 5.00 FEET OF THE EAST 49.50 FEET OF SAID LOT 16.
CONTAINING 50.00 SQUARE FEET MORE OR LESS.

PARCEL IDENTIFICATION NUMBER: 5042-34-01-3160

LEGEND/ABBREVIATION

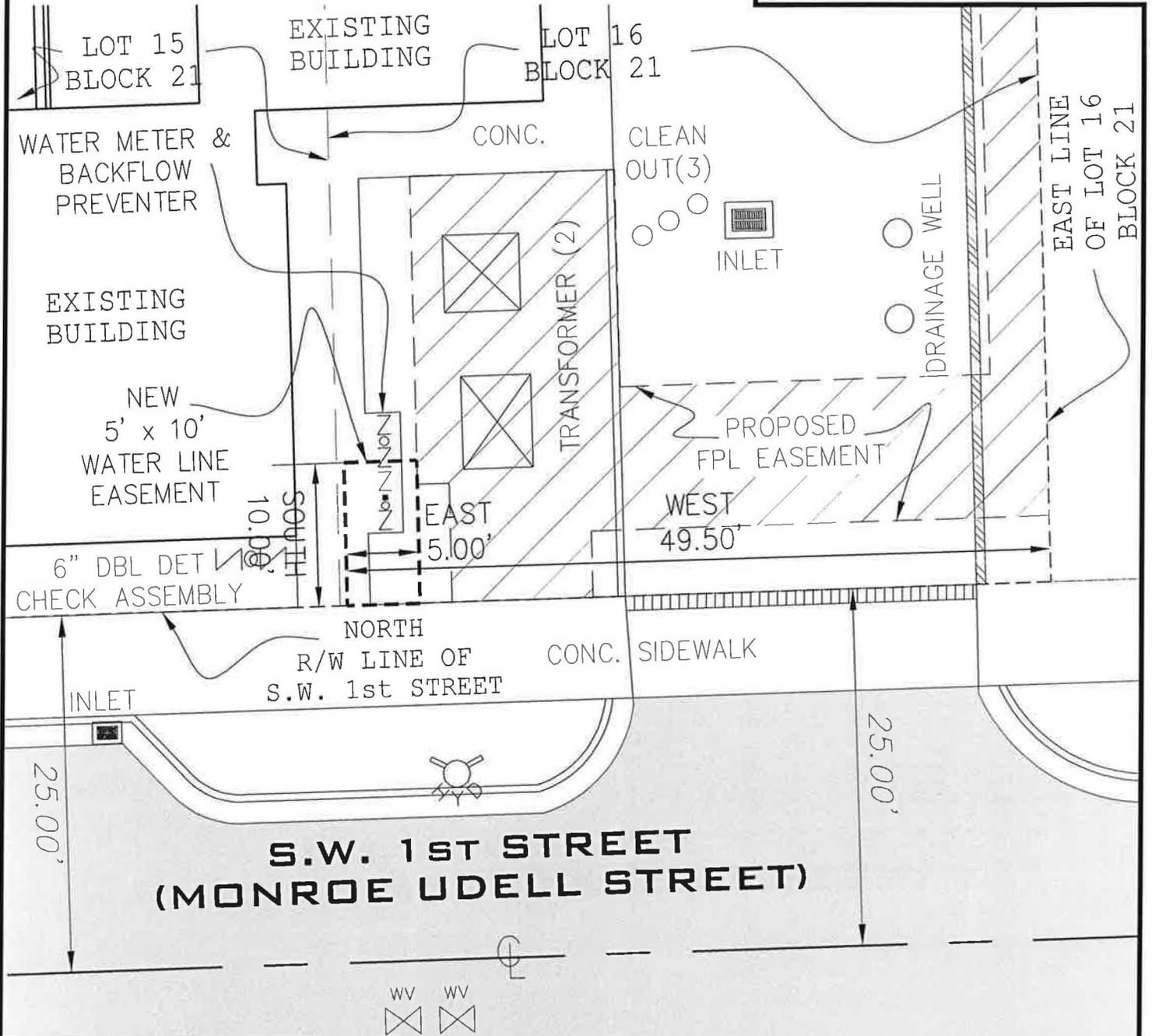
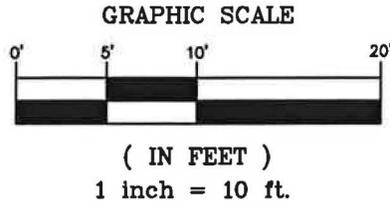
- ⊕ - CENTERLINE
- EASMT - EASEMENT
- P.B. - PLAT BOOK
- PG. - PAGE

PARCEL IDENTIFICATION NO. 5042-34-01-3160	
LEGAL DESCRIPTION TO ACCOMPANY SKETCH	
Project No.: 2303.0149-11	
Drawn by: R.R.	SKETCH AND LEGAL DESCRIPTION
Approved by: R.R.	SHEET 2 OF 3
DATE: 12-03-2024	Scale: AS SHOWN



LANDMARK
SURVEYING & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
L.B. No. 7633

8532 S.W. 8th STREET, SUITE "282"
MIAMI, FL 33144
PHONE: (305) 556-4002
FAX: (305) 556-4003
WWW.LMSURVEYING.COM
EMAIL-REQUEST@LMSURVEYING.COM



PARCEL IDENTIFICATION NO. 5042-34-01-3160	
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
Project No.: 2303.0149-11	
Drawn by: R.R.	SKETCH AND LEGAL DESCRIPTION
Approved by: R.R.	SHEET 3 OF 3
DATE: 12-03-2024	Scale: AS SHOWN

LANDMARK
SURVEYING & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
L.B. No. 7633

8532 S.W. 8th STREET, SUITE "282"
MIAMI, FL 33144
PHONE: (305) 556-4002
FAX: (305) 556-4003
WWW.LMSURVEYING.COM
EMAIL-REQUEST@LMSURVEYING.COM

JOINDER BY MORTGAGEE
(Broward County)

The undersigned, being the owner and holder of that certain Mortgage (the "Mortgage") given by City Place Apartment, Ltd., a Florida limited partnership, in favor of **Broward County**, a political subdivision of the State of Florida, dated as of January 25, 2023, and recorded January 26, 2023, in Instrument Number 118641430, of the Public Records of Broward County, Florida, covering all or a portion of the property described in the foregoing easement, hereby acknowledges and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of said easement.

IN WITNESS WHEREOF, these presents have been executed this ____ day of _____, 20__.

Signed, sealed and delivered in the presence of these witnesses:

Broward County, a political subdivision of the State of Florida, by and through its County Administrator

By: _____
Monica Cepero
County Administrator

Witness: _____
Print Name: _____
Address: _____

Approved as to form by:
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Telephone: (954) 357-7600

Witness: _____
Print Name: _____
Address: _____

By: _____
Karina D. Rodrigues (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on _____, 20__, by Monica Cepero as County Administrator of **Broward County**, a political subdivision of the State of Florida. She is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

JOINDER BY MORTGAGEE
(United Way of Broward County, Inc.)

The undersigned, being the owner and holder of that certain Mortgage (the "Mortgage") given by City Place Apartment, Ltd., a Florida limited partnership, in favor of **United Way of Broward County, Inc.**, a Florida not-for-profit corporation, dated January 25, 2023, recorded January 26, 2023, in Instrument Number 118640846, of the Public Records of Broward County, Florida, covering all or a portion of the property described in the foregoing easement, hereby acknowledges and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of said easement.

IN WITNESS WHEREOF, these presents have been executed this ____ day of _____, 20__.

Signed, sealed and delivered in the presence of these witnesses:

United Way of Broward County, Inc., a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____
Address: _____

Witness: _____
Print Name: _____
Address: _____

Witness: _____
Print Name: _____
Address: _____

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on _____, 20__, by _____, as _____, of **United Way of Broward County, Inc.**, a Florida not-for-profit corporation. He/she is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

