

**PROPOSED**

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD  
2 COUNTY, FLORIDA, ACCEPTING AN EASEMENT, RELATED TO THE PROVISION OF  
3 WATER AND WASTEWATER SERVICES, OVER, ACROSS, UNDER, AND THROUGH  
4 REAL PROPERTY LOCATED IN THE CITY OF LAUDERDALE LAKES, FLORIDA; AND  
5 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

6  
7 WHEREAS, Building Better Communities, Inc., a Florida not for profit corporation  
8 (“Grantor”), is the owner of certain property located in the City of Lauderdale Lakes,  
9 Florida (“Property”), which Property is more particularly described in the legal description  
10 and sketch made subject to the Easement Agreement, which is attached hereto and made  
11 a part hereof as Attachment 1;

12 WHEREAS, Broward County, Florida (“County”), requested from Grantor a  
13 nonexclusive and perpetual easement over, across, under, and through the Property for  
14 water mains, wastewater force mains, reclaimed water mains, and/or any other water and  
15 wastewater installations that may be required for purposes of providing water supply  
16 service for domestic, commercial, industrial, or other uses and for the collection of  
17 domestic, commercial, industrial, or other kinds of wastewater to and from the Property  
18 and other parcels of real property that may or may not abut and be contiguous to the  
19 Property (“Easement”);

20 WHEREAS, Grantor is willing to grant such Easement to the County as provided  
21 in the Easement Agreement; and

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

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

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

29           Section 2.    The Board hereby accepts the Easement as provided in the  
30 Easement Agreement attached to this Resolution as Attachment 1.

31           Section 3.    The Easement Agreement shall be properly recorded in the Official  
32 Records of Broward County, Florida.

33           Section 4.    Severability.

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



## Attachment 1

Return to:  
Broward County Water and  
Wastewater Services Engineering Division  
2555 West Copans Road  
Pompano Beach, Florida 33069

Prepared by:  
George Serbanescu, PE, Const. Project Manager  
Broward County Water and Wastewater Services  
2555 West Copans Road  
Pompano Beach, Florida 33069  
and approved as to form by:  
Stacey-Ann M. Rowe  
Senior Assistant County Attorney

Folio Number: 494125021680

### **EASEMENT AGREEMENT**

This Easement Agreement (“Easement Agreement”) is made this 18 day of July, 2024 (“Effective Date”), by Building Better Communities, Inc., a Florida not for profit Corporation, (“Grantor”), whose address is 4780 N. STATE ROAD 7, LAUDERDALE LAKES, FL 33319, 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, and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires).

### **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 water mains, wastewater force mains, reclaimed water mains, and/or for any other water and wastewater installations which may be required for the purpose of providing water supply service for domestic, commercial, industrial, or other use and for the collection of domestic, commercial, industrial, or other kinds of wastewater to and from properties, inclusive of the Property, which may or may not abut and being contiguous to the easement (“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 agrees that no obstructions that would interfere with the maintenance or improvement of Grantee's facilities may be placed in the Easement Area without Grantee's prior consent.
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. 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.
6. This Easement Agreement 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.
7. This Easement Agreement 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.
8. This Easement Agreement 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 Agreement, 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 Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.
9. Grantee, at its own expense, shall record this fully executed Easement Agreement in its entirety in the Official Records of Broward County, Florida.

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

**GRANTOR**

Witness #1

Signature

Tim Thomas  
Print Name of Witness

Address: 4780 N ST RD 7-  
Lauderdale Lakes, FL 33319

Witness #2:

Signature

Iryna Chapman  
Print Name of Witness

Address: 4780 N ST RD 7-  
Lauderdale Lakes, FL 3319

Building Better Communities, Inc., a  
Florida not for profit corporation

By: Signature

Patrick Parnell Joyce  
Print Name

Assistant Secretary  
Title

July 18, 2024

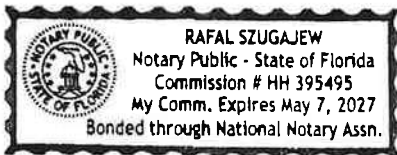
Approved as to form by the  
Office of the Broward County Attorney

By: Stacey-Ann M. Rowe Digitally signed by Stacey-Ann M. Rowe  
Date: 2024.10.02 11:47:23 -04'00'  
Stacey-Ann M. Rowe  
Senior Assistant County Attorney

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of [ X ] physical presence or [ ] online notarization, this 18 day of July, 2024, by Patrick Parnell Joyce, the Assistant Secretary, on behalf of Building Better Communities, Inc., a Florida not for profit corporation. [ X ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification.



Notary Public:

Signature

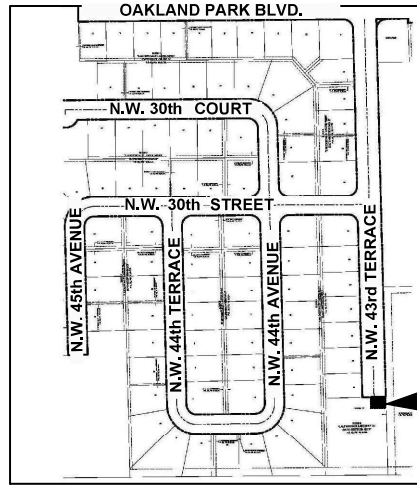
Rafal Szugajew---  
Print Name:

(Notary Seal)

My Commission Expires: May 7, 2027  
Commission Number: HH 395495

FOR: BROWARD COUNTY  
WATER & WASTEWATER SERVICES

**EXHIBIT A**  
**SKETCH AND DESCRIPTION**  
**UTILITY EASEMENT**



**LOCATION**

**LOCATION MAP**  
N.T.S.

**NOTES:**

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF PARCEL "A", "LAUDERDALE LAKES ~ WEST GATE ~ SECTION No. 3." ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 53, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FROM WHICH LINE BEARS SOUTH 88°33'11" WEST.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE GRID NORTH, AND ARE BASED ON SECTION LINE BEARINGS AND COORDINATES FROM THE "STONER-KEITH RESURVEY OF TOWNSHIP 49 SOUTH, RANGE 41 EAST", RECORDED IN MISCELLANEOUS PLAT BOOK PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS CONVERTED TO NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT BY BROWARD COUNTY ENGINEERING DIVISION USING NGS NADCON PROGRAM.
3. THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.  
LICENSED BUSINESS NUMBER #271



Digitally signed by Mark Ray  
Minter  
Date: 2024.09.16 13:23:03 -04'00'

MARK RAY MINTER, PSM  
PROFESSIONAL SURVEYOR AND MAPPER NO LS5785  
STATE OF FLORIDA

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

\\CTAFILE02\SURVEY\_PROJECTS\PROJECTS\2015\15-0038-123-01\_UAZ 123\DRAWINGS\SKETCH\_AND\_DESC\UTILITY EASEMENTS\_W-SS\_NEW\15-0038\_UAZ-123\_W-SS-1\_43RD-TE

<p>THIS IS <u>NOT</u> A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.</p> <p>The undersigned and CRAVEN-THOMPSON &amp; ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.</p>	UPDATES and/or REVISIONS	DATE	BY	CK'D
	15-0038_123_SS-1	6-29-24	MRM	MRM
	PER COMMENTS	7-23-24	MRM	MRM
	ADDED W.LINE-AS-BUILTS_W-SS-1	9-13-24	MRM	MRM
<p><b>CRAVEN • THOMPSON &amp; ASSOCIATES, INC.</b> ENGINEERS • PLANNERS • SURVEYOR'S 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING &amp; MAPPING BUSINESS No. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON &amp; ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (c) 2024</p>	JOB NO.: 15-0038_123	1 OF 2		
	DRAWN BY: MRM	F.B. N/A	PG. N/A	
	CHECKED BY: MRM	DATED: 6-29-2024		

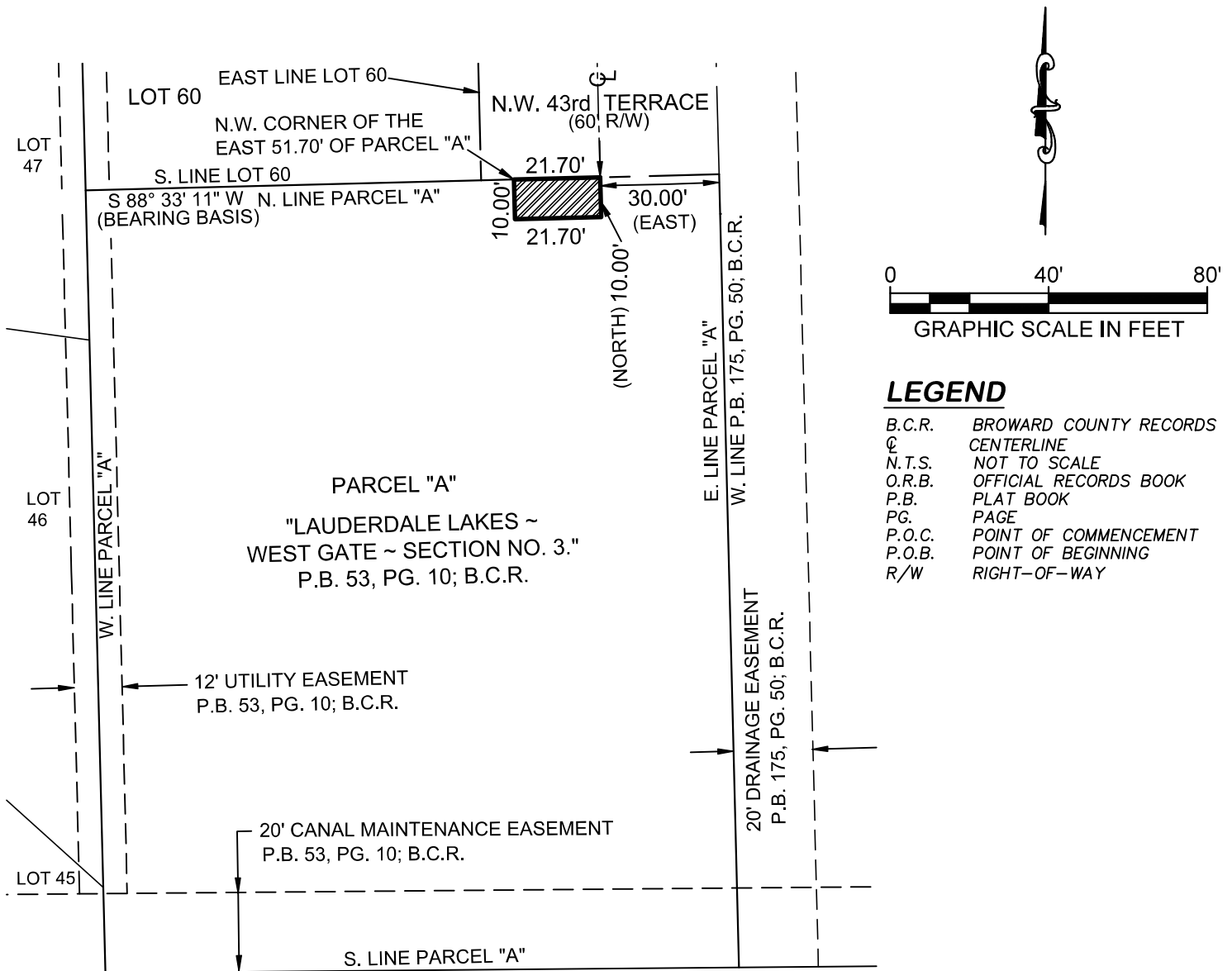
## EXHIBIT A SKETCH AND DESCRIPTION UTILITY EASEMENT

### LEGAL DESCRIPTION:

**PORTION OF PARCEL "A", "LAUDERDALE LAKES ~ WEST GATE ~ SECTION No. 3.", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 53, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTIONS LYING IN SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THE WEST 21.70 FEET OF THE EAST 51.70 FEET OF THE NORTH 10.00 FEET OF SAID PARCEL "A".**

**SAID LANDS SITUATE, LYING, BEING IN THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA AND CONTAINING 217 SQUARE FEET (0.005 ACRES), MORE OR LESS.**



\\CTAFILE02\SURVEY\_PROJECTS\PROJECTS\2015\15-0038-123-01\_UAZ 123\DRAWINGS\SKETCH\_AND\_DESC\UTILITY EASEMENTS\_W-SS\_NEW\15-0038\_UAZ-123\_W-SS-1\_43RD-TE.DWG

<b>Craven • Thompson &amp; Associates, Inc.</b> ENGINEERS • PLANNERS • SURVEYOR'S 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (c) 2024	JOB NO.: 15-0038-123	2 OF 2
	DRAWN BY: MRM	F.B. N/A      PG. N/A
	CHECKED BY:	DATED: 6-29-24