

PROPOSED

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ACCEPTING A BUS SHELTER EASEMENT ON, OVER, ACROSS, AND THROUGH A PORTION OF REAL PROPERTY OWNED BY CITY OF POMPANO, AND LOCATED IN POMPANO BEACH, FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, City of Pompano Beach, a municipal corporation of the State of Florida, is the owner of certain real property located in Pompano Beach, Florida ("Property"), which Property is more particularly described in the legal description and sketch made subject to the Bus Shelter Easement, which is attached hereto and made a part hereof as Attachment 1 ("Bus Shelter Easement");

WHEREAS, City of Pompano Beach is willing to grant the Bus Shelter Easement to Broward County, Florida ("County"), in accordance with the terms of the Bus Shelter Easement; and

WHEREAS, the Board of County Commissioners of Broward County, Florida ("Board"), has determined that acceptance of the Bus Shelter 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 Bus Shelter Easement attached as Attachment 1.

Section 3. The Bus Shelter Easement 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 , 2022. **PROPOSED**

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

By: /s/ Reno V. Pierre 06/30/2022
Reno V. Pierre (date)
Assistant County Attorney

By: /s/ Annika E. Ashton 06/30/2022
Annika E. Ashton (date)
Deputy County Attorney

Return To:
Eric Rush, P.E.
Capital Programs Division
Broward County Transportation Department
1 North University Drive, Suite 3100A
Plantation, Florida 33324

Prepared By: Eric Rush, P.E.
Capital programs Division
Broward County Transportation Department
1 North University Drive, Suite 3100A
Plantation, FL 33324
and Approved as to form by:
Reno V. Pierre
Assistant County Attorney

Folio Number: **494201000400**

BUS SHELTER EASEMENT

This BUS SHELTER EASEMENT, is made and effective this 24 day of May, 2022, ("Effective Date"), by and between the **CITY OF POMPANO BEACH, a municipal corporation of the State of Florida** ("Grantor") whose address is 100 West Atlantic Boulevard, Pompano Beach, FL 33060, in favor of Broward County, a political subdivision of the State of Florida ("Grantee"), whose address is Government 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 and description attached hereto and made a part hereof

- B. Grantee desires a perpetual easement on, over, across, and through the Property, for the purpose of constructing a bus shelter on the Property, allowing public use of the bus shelter built on the Property, and any 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 mutual terms and conditions contained herein, the sum of One Dollar (\$1.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor does hereby declare as follows:

1. The recitals set forth above are true and accurate, and fully incorporated by this 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 may, for its own purposes, utilize the Property, and shall retain a right of free ingress and egress in, over, through, upon and across the Property that does not unreasonably interfere with Grantee's exercise of the Easement.
4. 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 written consent. Grantor shall bear all costs that Grantee may incur as a result of any obstructions or disturbances to the Easement and/or Easement Area.
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. 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)

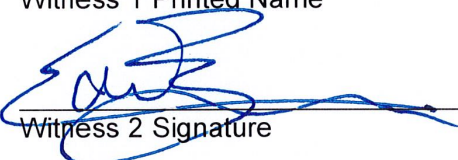
IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under its signature and certifies that he/she has the authority to execute this Instrument



Witness 1 Signature

Alexandre Colo

Witness 1 Printed Name



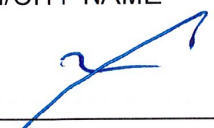
Witness 2 Signature

Emilie Burnell

Witness 2 Printed Name

Pompano Beach

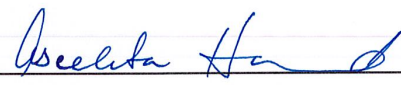
TOWN/CITY NAME

By: 

Title: Mayor

Rex Hardin

Printed Name

Attest:


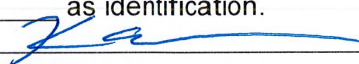
City Clerk

[SEAL]

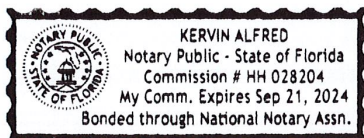
STATE OF Florida
COUNTY OF Broward

ACKNOWLEDGMENT

I **HEREBY CERTIFY**, that on this 24th day of May, 2022, an officer duly authorized in the State and County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Rex Hardin as Mayor of the [City/Town] of Pompano Beach. He/she is ☒ personally known to me or ☐ who has produced _____ as identification.
(SEAL)



Notary Public



Kervin Alfred

(Typed, printed, or stamped name of Notary)

REF: Approved BCC _____ Item No: _____

EXHIBIT A

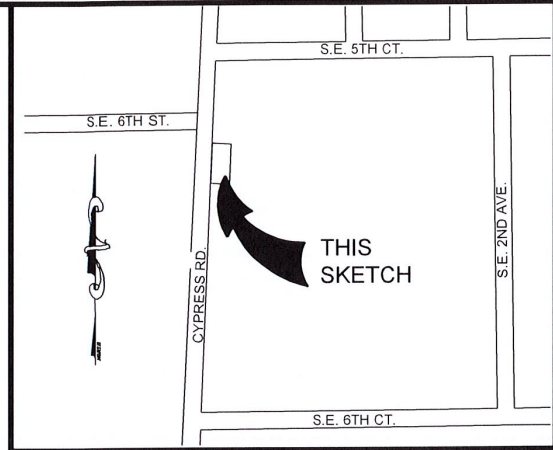
(Signed and sealed Sketch and Description to follow this page.

LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTH 80 ACRES OF THE NW 1/4 OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT "E", GARDEN ISLES SECTION TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 49, PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE EAST 155' OF THE WEST 190' OF SAID SOUTH 80 ACRES OF SAID NORTHWEST 1/4 OF SAID SECTION 1, SOUTH 02°26'01" WEST, 150.14'; THENCE ALONG THE SOUTH LINE OF THE NORTH 150' OF SAID SOUTH 80 ACRES OF SAID NORTHWEST 1/4 OF SAID SECTION 1, NORTH 90°00'00" EAST, 5.00'; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF CYPRESS ROAD, SOUTH 02°26'01" WEST, 85.58' TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, 7.00'; THENCE SOUTH 02°26'01" WEST, 20.00'; THENCE SOUTH 90°00'00" WEST, 7.00'; THENCE NORTH 02°26'01" EAST, 20.00' TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 140 SQUARE FEET, MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR BASED ON LIMITS PROVIDED BY THE CLINT.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. FEATURES AND LINE WORK SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN HORIZONTAL DATUM OF 1983 WITH THE 2011 ADJUSTMENT APPLIED (NAD 83/11), TRANSVERSE MERCATOR, FLORIDA EAST ZONE.
7. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 90°00'00" EAST ALONG THE SOUTH LINE OF TRACT "E", GARDEN ISLES SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 49, PAGES 6, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
8. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
9. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=50' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON MAY 7, 2021 MEETS THE STANDARDS OF PRACTICE, RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.

TIMOTHY H. GRAY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6604
STATE OF FLORIDA



Digitally signed by
Timothy H Gray
Date: 2022.02.15
13:59:11-05'00'

SKETCH & DESCRIPTION

A PORTION OF THE NW 1/4 OF THE
WEST 1/2 OF THE SOUTH 80 ACRES,
SECTION 1, TOWNSHIP 49 S.
RANGE 42 E.

CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 09654.12 SKETCH & DESCRIPTION-02.dwg

DATE 05/07/21

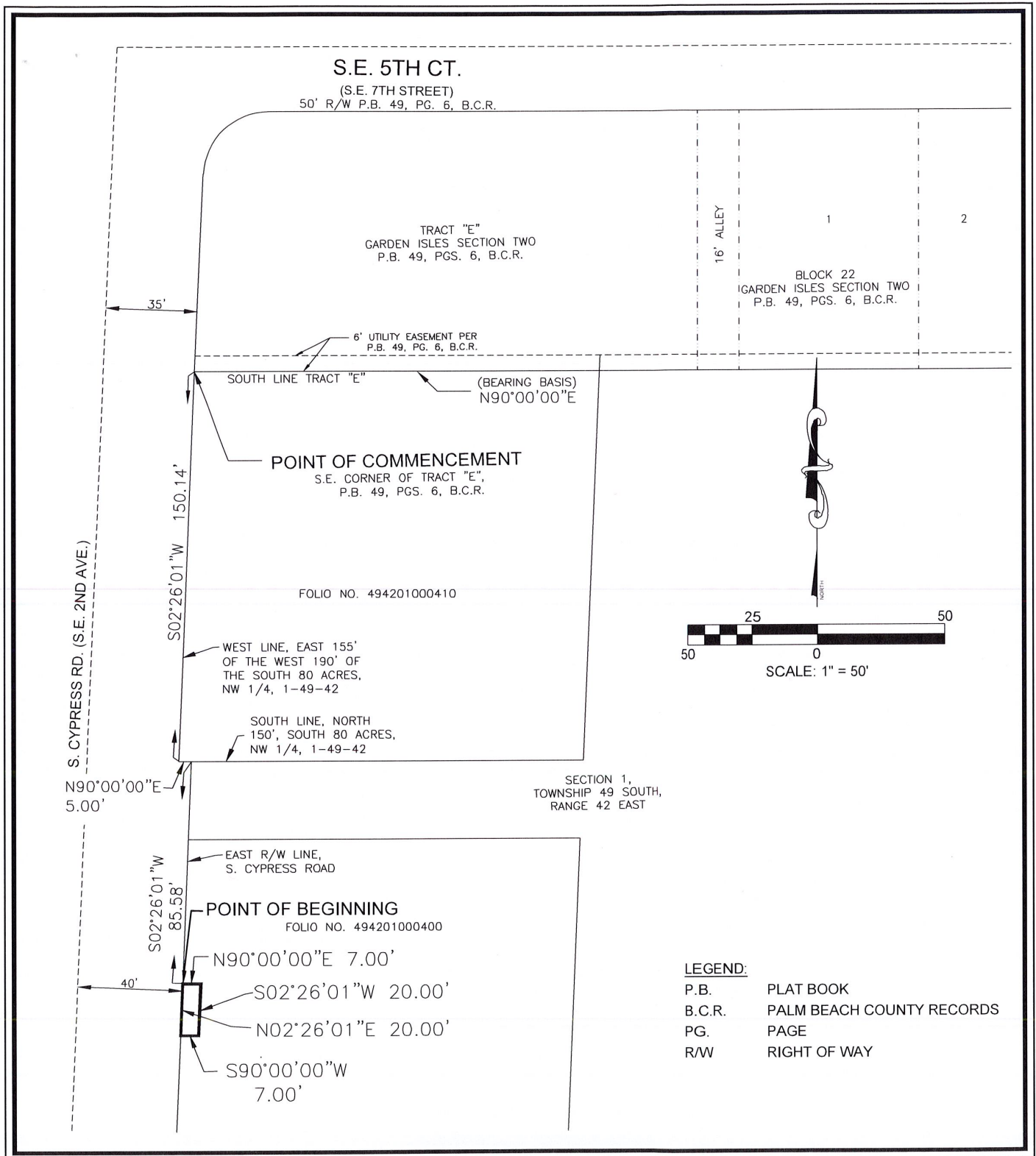
SCALE 1" = 50'

FIELD BK. N/A

DWNG. BY PD

CHK. BY TG

DATE REVISIONS



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SECTION 1, TOWNSHIP 49 S.
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CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



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SHEET 2 OF 2

DRAWING NO. 09654.12 SKETCH & DESCRIPTION-02.dwg

DATE 05/07/21

SCALE 1" = 50'

FIELD BK. N/A

DWNG. BY PD

CHK. BY TG

DATE REVISIONS
