

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ACCEPTING AN EASEMENT RELATED TO THE PROVISION OF GROUNDWATER MANAGEMENT, OVER, ACROSS, UNDER, AND THROUGH REAL PROPERTY LOCATED IN THE CITY OF POMPANO BEACH, FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach ("City") is the owner of certain real property located in the City ("Property"), which Property is more particularly described in the legal description and sketch made subject to the Easement agreement in Attachment 1;

WHEREAS, Broward County, Florida ("County"), requested from the City, a nonexclusive and perpetual easement, over, across, under, and through the Property for the purpose of installing, maintaining, and repairing a gaging station, groundwater monitoring well, and other installations required to monitor groundwater salinity ("Easement");

WHEREAS, the City is willing to grant such Easement to the County as provided in the Easement agreement in Attachment 1; and

WHEREAS, the Board of County Commissioners of Broward County, Florida ("Board"), has determined that acceptance of the Easement agreement 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 Easement agreement attached to
2 this Resolution as Attachment 1.

3 Section 3. The Easement agreement in Attachment 1 shall be properly
4 recorded in the Public 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
7 invalid portion will be stricken, and such striking will not affect the validity of the
8 remainder of this Resolution. If any court determines that this Resolution, in whole or in
9 part, cannot be legally applied to any individual, group, entity, property, or circumstance,
10 such determination will not affect the applicability of this Resolution to any other
11 individual, group, entity, property, or circumstance.

12 Section 5. Effective Date.

13 This Resolution is effective upon adoption.

14
15 ADOPTED this day of , 2022.

16
17 Approved as to form and legal sufficiency:
18 Andrew J. Meyers, County Attorney

19 By: /s/ Christina A. Blythe 3/30/2022
20 Christina A. Blythe (Date)
21 Assistant County Attorney

22 By: /s/ Annika E. Ashton 3/30/2022
23 Annika E. Ashton (Date)
24 Deputy County Attorney

CAB/sr
Resolution Accepting Well Monitoring Easement – Pompano Beach
3/30/2022

Attachment 1

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

Prepared and Approved as to form by:
Christina A. Blythe
Broward County Attorney's Office
115 S Andrews Avenue
Fort Lauderdale, Florida 33301

Folio Number: 484307040020

EASEMENT

This Easement ("Easement"), is made this 1 day of February, 2022 ("Effective Date"), by the City of Pompano Beach, a municipal corporation of the State of Florida ("Grantor"), whose address is 100 W Atlantic Boulevard, Pompano Beach, Florida 33060, 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 defined in Section 2 to install, maintain, and repair a gaging station, groundwater monitoring well, and other installations required to monitor groundwater salinity ("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 declares as set forth below.

1. The recitals set forth above are true, accurate, and fully incorporated by reference herein.
2. Grantor hereby grants unto Grantee, its licensees, agents, independent contractors, and other authorized persons the right to construct, maintain, repair, and remove saltwater monitoring facilities in the area described and identified in **Exhibit A** attached hereto and made a part hereof ("Easement Area") together with any incidental or necessary appurtenances thereto. This Easement includes the right of ingress and egress over the Property and Easement Area.
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. Upon Grantor's request, Grantee shall, at its sole cost and expense, relocate facilities placed in the Easement Area by Grantee to a mutually agreed upon location in the Easement Area and restore the surface of the Easement Area to the same condition which existed prior to Grantee's commencement of any such access, maintenance, or repair.
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 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 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. Any person or entity that acquires interest in the Property shall be deemed to have notice of, and be bound by, the terms of this Easement.
8. 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.
9. Grantee, at its own expense, shall record this fully executed Easement in its entirety in the Official Records of Broward County, Florida.

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

CITY OF POMPANO BEACH

Attest:

By: 
REX HARDIN, MAYOR


ASCELETA HAMMOND, CITY CLERK

By: 
GREGORY P. HARRISON, CITY MANAGER

Dated: 2/1/22

APPROVED AS TO FORM:


MARK E. BERMAN, CITY ATTORNEY

(SEAL)

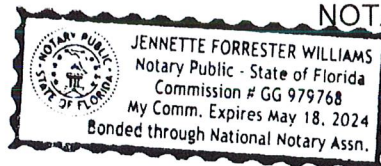
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence, this 1 day of February, 2022, by REX HARDIN as Mayor, GREGORY P. HARRISON as City Manager and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.



NOTARY PUBLIC, STATE OF FLORIDA

l:agr/recr/2022-229f



(NOTARY'S SEAL)

Exhibit A
Easement

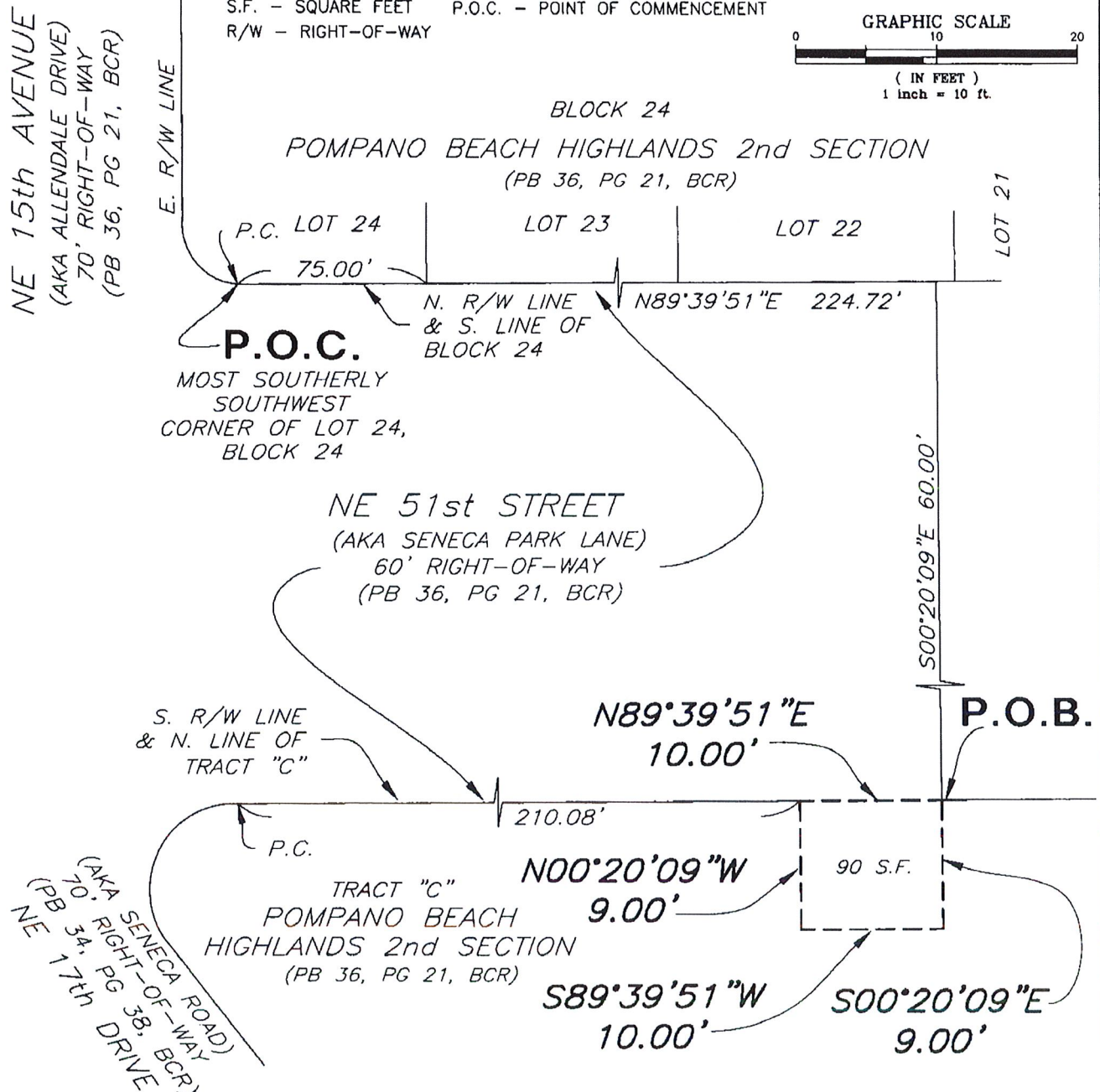
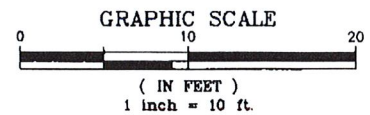
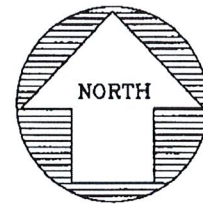
SKETCH AND DESCRIPTION

PORTION OF TRACT C, "POMPANO BEACH HIGHLANDS 2nd SECTION"
ACCORDING TO PLAT BOOK 36, PAGE 21, BROWARD COUNTY PUBLIC
RECORDS, CITY OF POMPAÑO BEACH

SURVEY PROJECT
NO. 2021-041

LEGEND

PB - PLAT BOOK	P.C. - POINT OF CURVATURE
PG - PAGE	BCR - BROWARD COUNTY RECORDS
AKA - ALSO KNOWN AS	P.O.B. - POINT OF BEGINNING
S.F. - SQUARE FEET	P.O.C. - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY	



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 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

**Exhibit A
Easement**

SKETCH AND DESCRIPTION

PORTION OF TRACT C, "POMPANO BEACH HIGHLANDS 2nd SECTION"
ACCORDING TO PLAT BOOK 36, PAGE 21, BROWARD COUNTY PUBLIC
RECORDS, CITY OF POMPANO BEACH

**SURVEY PROJECT
NO. 2021-041**

DESCRIPTION

A PORTION OF TRACT C, ACCORDING TO THE PLAT OF "POMPANO BEACH HIGHLANDS 2nd SECTION", AS RECORDED IN PLAT BOOK 36, PAGE 21, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS LYING IN SECTION 7, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 24, BLOCK 24, OF SAID PLAT, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST 51st STREET (AKA SENECA PARK LANE) OF SAID PLAT; THENCE N 89°39'51" E ALONG SAID LINE, A DISTANCE OF 224.72 FEET; THENCE S 00°20'09" E, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT C, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 51st STREET (AKA SENECA PARK LANE) AND BEING THE POINT OF BEGINNING; THENCE CONTINUE S 00°20'09" E, A DISTANCE OF 9.00 FEET; THENCE S 89°39'51" W, A DISTANCE OF 10.00 FEET; THENCE N 00°20'09" W, A DISTANCE OF 9.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT C, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 51st STREET (AKA SENECA PARK LANE) OF SAID PLAT; THENCE N 89°39'51" E ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 90 SQUARE FEET, (0.0207 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 WATER MANAGEMENT DIVISION.
- 2) BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED MERIDIAN. THE SOUTH LINE OF BLOCK 24/NORTH RIGHT-OF-WAY LINE OF NORTHEAST 51st STREET IS ASSUMED TO BEAR N 89°36'51" E.
- 3) SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION:
 - a. PLAT OF "POMPANO BEACH HIGHLANDS 2nd ADDITION", AS RECORDED IN PLAT BOOK 36, PAGE 21, BROWARD COUNTY PUBLIC RECORDS.

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

SHEET 2 OF 2

CERTIFICATE

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 STANDARD FOR PRACTICE SET FORTH UNDER RULE 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Eric B Augusto

Digitally signed by Eric B Augusto
Date: 2021.07.22 14:39:59 -04'00'

No. 5695
NOT VALID WITHOUT THE SIGNATURE AND
THE RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

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

DATE OF SKETCH
7/14/2021

DRAWN BY
M.N.

CHECKED BY
EBA

MANAGER
EBA

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 200, PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH NO.
2021-041 LEGAL.DWG