

Return recorded copy to:
Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

This instrument was prepared by:
Facility Planning and Real Estate
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

UTILITY AND ACCESS EASEMENT AGREEMENT
BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND
BROWARD COUNTY

On this _____ day of _____ 2021, this UTILITY AND ACCESS EASEMENT AGREEMENT (“Easement”) is entered between The School Board of Broward County, Florida, a body corporate existing under the laws of the State of Florida, with offices at 600 SE 3rd Avenue, Fort Lauderdale, Florida, 33301 (“Grantor”) and Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale 33301 (“Grantee”). Grantor and Grantee are also referred to collectively as “parties,” and referred to individually as “party.”

RECITALS:

WHEREAS, Grantor is the owner of the Property (as defined in section 2) located at 2900 SW 52nd Street, Dania Beach, Florida 33312; and

WHEREAS, Grantor and the City of Dania Beach (“City”) entered into a 40-year Master Recreation Lease Agreement (“Lease Agreement”) with the City for the purpose of enabling the City to lease the Property, and construct and operate a park facility currently known as Patrick J. Meli Park (“Meli Park”); and

WHEREAS, between 2008 and 2012, the Grantee constructed a new water and wastewater mainline system to provide adequate pressures for fire suppression and domestic use, and to replace the then existing septic tank system located throughout the proposed easement area on the Property without obtaining of an easement from the Grantor; and

WHEREAS, Grantor utilizes the water and wastewater main line system; and

WHEREAS, Grantee is hereby requesting for Grantor to grant the Easement for the purposes stated herein; and

WHEREAS, Grantor is willing to grant an Easement to Grantee upon the terms herein.

NOW THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS**: The foregoing recitals set forth in the above WHEREAS clauses are true, accurate, and incorporated herein by this reference.
2. **OWNERSHIP**: Grantor acknowledges that it owns the Property, as more particularly described in **Exhibit A**.
3. **GRANT OF UTILITY AND ACCESS EASEMENT**: In accordance with the terms of this Easement, Grantor hereby grants unto Grantee, an Easement on a portion of the Grantor's Property, for the Grantee's water and wastewater main lines for adequate fire suppression, domestic used, and public utilities, which Grantee previously constructed without the Grantor's consent, as more particularly described in **Exhibit B**, which is attached and incorporated hereto ("Easement Area").
4. **INGRESS AND EGRESS**: This Easement, as described herein, shall include the right of ingress and egress over the Property for the purposes outlined in this Easement.
5. **GRANTOR'S USE/CHANGE IN OWNERSHIP/LEASE OF PROPERTY**:
 - a. **GRANTOR'S USE**: Grantor retains the right to engage in any activities on, over, across or below the Easement Area and shall, for its own purposes, utilize the Property in any manner that does not unreasonably interfere with the Easement.
 - b. **CHANGE IN OWNERSHIP/ LEASE OF PROPERTY**: It is the intention of the Parties that the Grantor be fully compensated for any net decreased value of the Property as a result of the improvement of the water and wastewater main lines. Accordingly, solely, this section 5(b) shall be applicable only during the period that the Grantor is the owner of the Property. Upon sale of the Property, the provisions of, solely, this section 5(b) shall become null and void and have no effect; and all of the other portions of this Easement shall remain in full force and effect. In the event that the Grantor elects to renew the lease of the Property for its current use or a different use with the City for fair market value or above fair market value, or elects to lease the Property to another entity for fair market value or above fair market value, then Grantor may, at its sole discretion, perform an appraisal as specifically stated in this section. Alternatively, in the event that the Grantor elects to sell the Property, then Grantor will perform an appraisal, by a certified appraiser, on the Property. Such appraisal will include,

among other things, the fair market value of the Property. Grantee may also obtain an additional appraisal of the fair market value of the Property by a certified appraiser. If the Grantor performs an appraisal for the reasons stated in this section, then Grantor and Grantee shall perform the following:

- i. The Grantee, at its sole expense, shall timely procure a certified appraiser (“Review Appraiser”). The aforementioned appraisal(s) shall be reviewed by the Review Appraiser, who shall generate a written document, which is referred to as the Review Appraiser’s Statement (“RAS”). The RAS will provide a full and complete review of the appraisal(s), determine the effect of the Easement Area on the current fair market value of the Property, and provide a fair market value for the Property with the Easement and without the Easement. Selection of the Review Appraisers shall be determined as follows: (a) the Grantor will create a list of four (4) certified appraisers that are acceptable to the Grantor, (b) the Grantor’s list of certified appraisers will be provided to the Grantee, and (c) Grantee shall select a Review Appraiser, from the pool of potential Review Appraisers established by the Grantor, to prepare the RAS.
- ii. If the RAS shows that the Property decreased in value as a result of the Easement, then the Grantor, in its sole discretion, shall either: (1) request, in writing, that Grantee pay Grantor the value of the determined decrease and within thirty (30) calendar days, the Grantee shall pay Grantor the value of the determined decrease; or (2) request, in writing, that Grantee, at its sole expense, shall relocate the Easement Area, which includes the water main(s), wastewater force main(s), and appurtenances, to an area on the Property acceptable to the Grantor and Grantee shall, in writing, either provide a relocation site on the Property that is acceptable to the Grantor or indicate that it cannot provide a relocation site on the Property that is acceptable to the Grantor, or (3) terminate this Easement thereby rescinding the Easement. Grantor shall rescind this Easement by written instrument, duly executed, acknowledged, and recorded in the public records of Broward County, Florida at the Grantee’s expense.
 - (a) If the Grantor elects, in its sole discretion, to request, in writing, that Grantee pay Grantor the value of the determined decrease, should the Grantor receive any amounts for the determined decrease in value from any third party, then the amount due from Grantee will be offset by that amount Grantor received from said third party. It is not the intention of the Grantor to receive more than one hundred percent (100%) of the value of the determined decrease.

- (b) If the Grantor elects, in its sole discretion, to have Grantee relocate the Easement Area, which includes the water main(s), wastewater force main(s), and appurtenances, to an area on the Property acceptable to the Grantor, and the Grantee provides, in writing, a relocation site on the Property that is acceptable to the Grantor, then within the time period provided by the Grantor, Grantee, at its sole expense, shall so relocate the Easement Area. Additionally, this Easement will be amended to include the new location of the Easement Area.

- (c) If the Grantor elects, in its sole discretion, to terminate this Easement thereby rescinding the Easement, then within three hundred sixty-five (365) calendar days of the date that the aforementioned the written instrument rescinding this Easement is recorded, Grantee shall, at its sole expense, remove all water main(s), wastewater force main(s), and appurtenances, from the Easement Area and restore the Easement Area and any affected portion of the Property to its original condition to allow for Grantor's use. Grantee agrees that in the event of termination of this Easement, then all authorization granted hereunder shall cease and terminate.

6. GRANTEE'S USE OF EASEMENT AREA:

- a. This Easement, upon, across, and under the Easement Area on the Property depicted on **Exhibit B**, shall be for operation, maintenance, and repair of the existing water and wastewater main line system, within the Easement Area on the Property.
- b. Grantee shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Property and Easement Area.
- c. Grantee shall not remove water from any resource of the Property or Easement Area including, but not limited to, a watercourse, reservoir, spring or well without the prior written approval of Grantor.
- d. Grantee acknowledges that the Grantor's design criteria concerning sewage collection systems requires that all existing underground equipment, valves and sanitary, water or force mains not in service will be coordinated with utility agencies and removed from the Easement Area and Property location restored.
- e. Grantee, its agents, successors, or assigns shall not improperly dispose of any contaminants including, but not limited to, hazardous or toxic wastes and/or substances, petroleum, fuel oil, or petroleum by-products, chemicals or agents produced or used during Grantee's construction, maintenance, and operations, on this Easement Area, Property, or on any adjacent land or in any manner not permitted by law.

- f. Grantee shall be liable for all costs associated with any cleanup of the Property and Easement Area which is a result of Grantee's construction, maintenance, operations and use of the Property and Easement Area.
 - g. Grantee shall not use the Easement in a manner that unreasonably interferes with the Grantor's use of the Property.
7. NO ASSIGNMENT: This Easement shall not be assigned in whole or in part without the prior written consent of Grantor. Any assignment made either in whole or in part without the prior written consent of Grantor shall be void and without legal effect.
8. RIGHT OF INSPECTION: Grantor or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the Easement Area and the works of Grantee in any matter pertaining to this Easement Area.
9. LIABILITY, INSURANCE, AND INDEMNITY:
- a. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.
 - b. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time or any other law providing limitations on claims.
 - c. Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the Florida Legislature. Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28, Florida Statutes.
 - d. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to approval of each party's Board.
 - e. Up to the applicable limitations referenced in Section 768.28, Florida Statutes, Grantee agrees to indemnify, hold harmless and defend Grantor, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which Grantor, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the construction of the Grantee's water and wastewater mainlines on the Property; the Grantee's water and wastewater mainlines; any and all equipment of Grantee, its agents, servants or employees while such equipment is on premises owned or controlled by Grantor; or the negligence of Grantee, or the negligence of Grantee's employees, or the negligence of Grantee's agents when acting within the scope of their employment, whether such claims, judgments, costs

and expenses be for damages, damage to Property including Grantor Easement Area, and injury or death of any person whether employed by Grantee, Grantor or otherwise.

10. RESTORE: Grantee covenants and agrees that if any portion of the Property and Easement Area is disturbed, damaged, or destroyed by Grantee, at any time, Grantee shall, at its sole expense, promptly restore the disturbed, damaged, or destroyed portion of the Property to its original condition to allow for Grantor's use.
11. GRANTEE'S MAINTENANCE OF THE EASEMENT AREA: Grantee shall, at its sole expense, properly and appropriately maintain and repair the existing water and wastewater main line system within the Easement Area, as necessary. Any and all costs and expenses associated with the construction and operation of the Easement Area, to include, but not be limited to, liability insurance, maintenance, repair, refurbishment, replacement, and the like, shall be the sole responsibility of Grantee.
12. COMPLIANCE WITH LAWS: Grantee agrees that this Easement is contingent upon and subject to Grantee obtaining all applicable permits and complying with all applicable permits, regulations, Grantor's design criteria, Grantor policies, ordinances, rules and laws of the State of Florida or the United States or of any political subdivision or agency of either for the existing water and wastewater main line system within the Easement Area.
13. PROHIBITION AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this Easement is held by Grantor. Grantee shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the Easement Area of Grantor including, but not limited to, mortgages or construction liens against the Easement Area described in **Exhibit B** or against any interest of Grantor therein.
14. PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this Easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
15. ENTIRE UNDERSTANDING: This Easement sets forth the entire understanding between the parties relating to the easement granted and obligations assumed pursuant to this Easement. Any oral representations or modifications concerning this Easement shall be of no force and effect.
16. NO MODIFICATION: This Easement may not be modified or rescinded in any respect, in whole or in part, except solely by the authorization of the Grantor, and then only by written instrument, duly executed, acknowledged, and recorded in the Public Records of Broward County, Florida at Grantee's expense. Grantor waives its right to exercise its unilateral right to rescind or vacate this Easement.

17. ABANDONMENT AND TERMINATION: If Grantee abandons (does not otherwise use) the Easement Area or any portion thereof for the purposes outlined herein for one hundred eighty (180) calendar days or this Easement is terminated, then Grantor shall rescind this Easement by written instrument, duly executed, acknowledged, and recorded in the public records of Broward County, Florida at the Grantee's expense. Thereafter, Grantee shall, at its sole expense, remove all water main(s), wastewater force main(s), and appurtenances within three hundred sixty-five (365) calendar days, from the Easement Area and restore the Easement Area and any affected portion of the Property to its original condition to allow for Grantor's use. Grantee agrees that in the event of termination of this Easement, then all authorization granted hereunder shall cease and terminate.
18. TERMINATION: This Easement may be terminated for cause by either party during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Easement. Should this Easement be terminated by either party then Grantee shall, at its sole expense, remove all water main(s), wastewater force main(s), and appurtenances within three hundred sixty-five (365) calendar days, from the Easement Area and restore the Easement Area and any affected portion of the Property to its original condition to allow for Grantor's use. Grantee agrees that in the event of termination of this Easement, then all authorization granted hereunder shall cease and terminate.
19. RECORDING OF EASEMENT: Grantee, at its own expense, shall record this fully executed Easement in its entirety in the public records of Broward County, Florida, within fourteen (14) calendar days after receipt and shall provide to Grantor with ten (10) calendar days following recordation a copy of the recorded easement in its entirety which contains Official Records Book and Pages at which the easement is recorded.
20. GOVERNING LAW AND VENUE: This Easement shall be governed by and interpreted according to the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Easement shall exclusively be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida.
21. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this easement or any provisions thereof.
22. PUBLIC RECORDS: Both parties are required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Easement; (b) provide the public with access to public records on the same terms and conditions that

SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to the other party, all public records in that party's possession upon termination of this Easement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with the other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Easement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Easement and all attachments thereto are public records and do not constitute trade secrets.

23. **AUDIT:** Grantor may conduct an audit of Grantee's documents and records as they pertain to this Easement. In the event of such an audit Grantee agrees to provide Grantor's auditor or Grantor's appointed representative (e.g. external auditor) with reasonable access to Grantee's staff and documents and records. Documents and records, in any form, may include, but are not limited to correspondence, executed contracts, computer records and software, videos, photographs, and construction files.
24. **NOTICE:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To Grantor: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director
The Facility Planning and Real Estate Department
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To Grantee: Broward County Administrator
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Real Property Director
115 S. Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

25. EASEMENT ADMINISTRATION: Grantor has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Easement. Grantee has delegated authority to the County Administrator or his/her designee to take any actions necessary to implement and administer this Easement.
26. AUTHORITY: Each person signing this Easement on behalf of either party individually warrants that he or she has full legal power to execute this Easement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Easement.
27. MULTIPLE ORIGINALS; COUNTERPARTS: This Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Easement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has executed this Utility and Access Easement Agreement as of the date first written above.

FOR GRANTOR

(Corporate Seal)

The School Board of Broward County, Florida

By: _____

Dr. Rosalind Osgood, Chair

ATTEST

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR GRANTEE

BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2021 (Agenda Item # ____).

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By _____

Mayor

County Administrator and Ex Officio
Clerk of the Board of
County Commissioners of
Broward County, Florida

_____ day of _____, 20__.

Approved as to form by
Andrew Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____

Annika E. Ashton (Date)
Deputy County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION:

The North 521' of the East 1/2 of Tract 13, together with the North 521' of Tracts 14 and 15, Block 2, Section 32, Township 50 South, Range 42 East per "PLAT of SEC's 28, 29, 31 and 32, Township 50 South, Range 42 East, as recorded in Plat Book 2, Page 32 of the Public Records of Dade County, Florida. Said land being in the City of Dania Beach, Broward County, Florida.

ADDITIONAL PROPERTY IDENTIFIERS:

Street Address of Park:
2900 S.W. 52nd Street, Dania Beach, FL 33312

Tax Folio Number: 5042-32-01-0541

EXHIBIT "A"



SW 29TH TER

SW 29TH WAY

SW 29TH AVE

SW 51ST ST

SW 52ND ST

EXHIBIT "B"

DESCRIPTION: UTILITY EASEMENT

A PORTION OF TRACTS 13 AND 14, OF BLOCK 2, SECTION 32, PLAT OF "SEC'S 28, 29, 31 AND 32", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF "PARKVIEW MANOR" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°59'14" WEST ALONG SOUTH LINE OF SAID PLAT, A DISTANCE OF 135.41 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 01°27'14" WEST, A DISTANCE OF 30.01 FEET; THENCE NORTH 89°59'14" WEST, A DISTANCE OF 6.35 FEET; THENCE SOUTH 01°01'54" WEST, A DISTANCE OF 170.81 FEET; THENCE SOUTH 01°56'51" WEST, A DISTANCE OF 313.07 FEET; THENCE SOUTH 85°13'02" EAST, A DISTANCE OF 87.61 FEET TO A POINT ON THE NORTH LINE OF PARK PARCEL, "RAVENSWOOD NORTH" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 108, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°58'58" WEST ALONG SAID NORTH LINE, A DISTANCE OF 112.57 FEET; THENCE NORTH 01°56'51" EAST, A DISTANCE OF 321.00 FEET; THENCE NORTH 01°01'54" EAST, A DISTANCE OF 170.17 FEET; THENCE NORTH 89°59'14" WEST ALONG A LINE PARALLEL WITH AND 30.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID "PARKVIEW MANOR", A DISTANCE OF A DISTANCE OF 328.66 FEET; THENCE NORTH 00°00'46" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF "ROSE MANOR" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 42, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°59'14" EAST, ALONG THE SOUTH LINES OF SAID "ROSE MANOR" AND SAID "PARKVIEW MANOR", A DISTANCE OF 360.77 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS LYING IN NORTHWEST QUARTER (1/4) OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND SITUATE IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 23,409 SQUARE FEET (0.537 ACRES) MORE OR LESS.

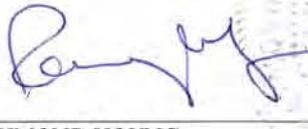
NOTES:

1. THE BEARINGS REFERENCED HEREON ARE BASED ON A BEARING OF NORTH 89° 58' 58" WEST ALONG THE NORTH BOUNDARY OF PARK PARCEL AS SHOWN ON THE PLAT OF "RAVENSWOOD NORTH", PLAT BOOK 108, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY RECORDS, FLORIDA.
2. THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.
3. UNLESS THIS SKETCH AND DESCRIPTION BEARS THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS SKETCH AND DESCRIPTION INVALID.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB271

 **PRINTED ON**
MAY 14 2015

RAYMOND YOUNG
PROFESSIONAL SURVEYOR AND MAPPER NO. 5799
STATE OF FLORIDA

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD STREET FORT LAUDERDALE, FLORIDA 33309 (954) 739-6400

FAX: (954) 739-6409

FOR: **SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

NOTE: THIS IS NOT 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.

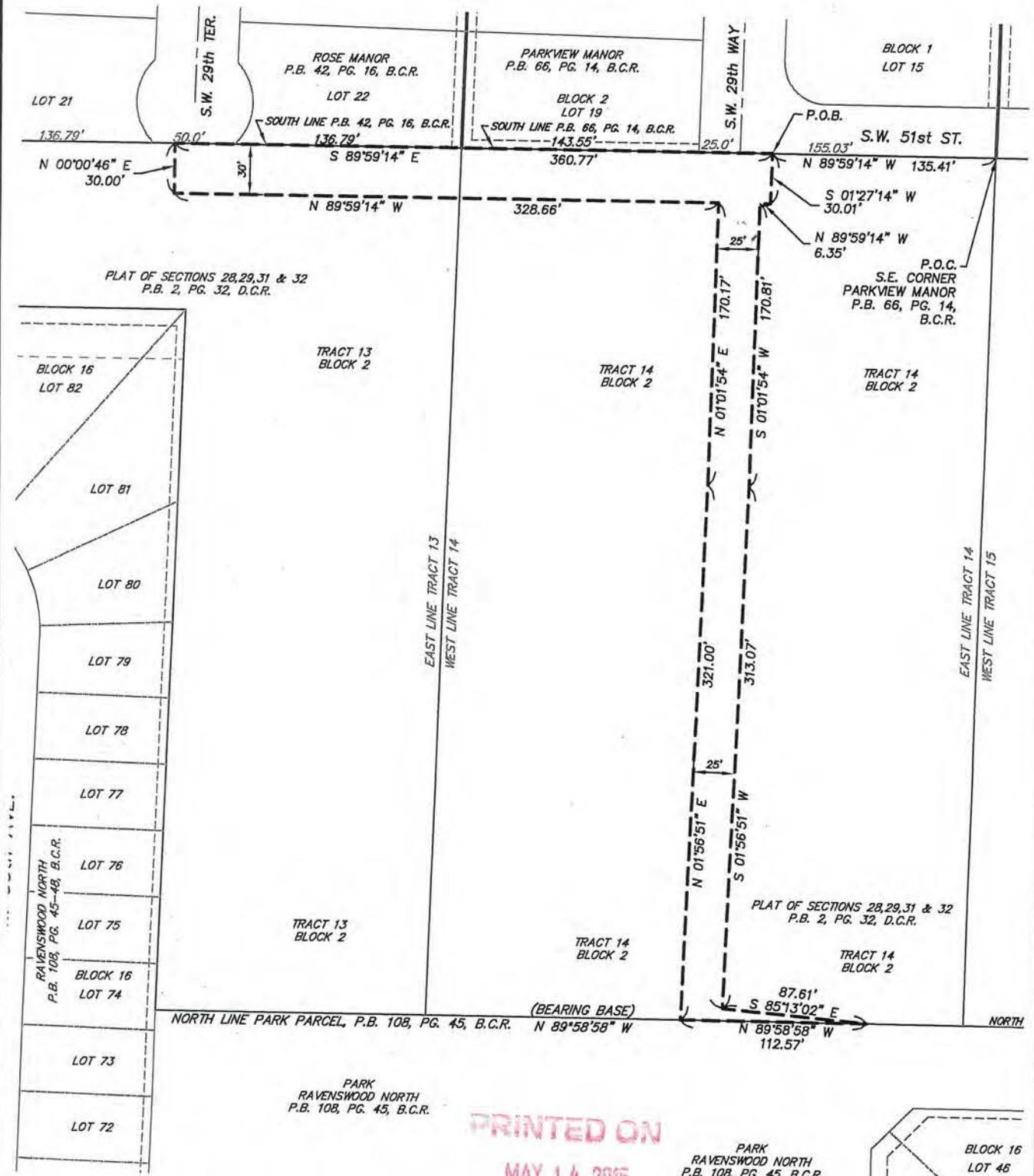
SKETCH AND DESCRIPTION OF UTILITY EASEMENT



SCALE 1" = 80'

LEGEND:

- B.C.R. = BROWARD COUNTY RECORDS
- D.C.R. = DADE COUNTY RECORDS
- L.S. = LIFT STATION
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT



PRINTED ON
MAY 14 2015

SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D
1. DESCRIPTION	4-26-13	MRM	RDP
2. ADDED EXHIBIT	6-3-13	MRM	MRM
3. SEPARATE-PROPERTIES	6-4-13	MRM	MRM
4. REVISE CERTIFICATION	5-14-15	RY	RY

NOTE The undersigned and CRAVEN-THOMPSON & 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.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

G: \2005\05-0143-308_ASUILTS\DWG\UAZ-308_S-D.DWG

JOB NO.: 05-0143-308	DRAWN BY: MRM	CHECKED BY: RDP	F.B. NA	PG. NA	DATED: 4/26/13
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