

PROPOSED

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, ACCEPTING, FOR RIGHT-OF-WAY PURPOSES, A ROAD
3 EASEMENT ON, OVER, ACROSS, AND THROUGH A PORTION OF REAL PROPERTY
4 LOCATED IN THE BROWARD COUNTY MUNICIPAL SERVICES DISTRICT; AND
5 OWNED BY CDH PLANNING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND
6 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

7
8 WHEREAS, CDH PLANNING, LLC, a Florida limited liability company, is the owner
9 of certain real property located in the Broward Municipal Services District ("Property"),
10 which Property is more particularly described in the legal description and sketch made
11 subject to the Road Easement, which is attached hereto and made a part hereof as
12 Attachment 1 ("Road Easement");

13 WHEREAS, CDH PLANNING, LLC, is willing to grant the Road Easement to
14 Broward County, Florida ("County"), in accordance with the terms of the Road Easement;
15 and

16 WHEREAS, the Board of County Commissioners of Broward County, Florida
17 ("Board"), has determined that acceptance of the Road Easement serves a public
18 purpose and is in the best interest of the County, NOW, THEREFORE,

19 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
20 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 Road Easement attached hereto as Attachment 1.

Section 3. The Road 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 , 2024. **PROPOSED**

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

By: /s/ Claudia Capdesuner 01/25/2024
 Claudia Capdesuner (date)
 Assistant County Attorney

By: /s/ Annika E. Ashton 01/25/2024
 Annika E. Ashton (date)
 Deputy County Attorney

CC/sr
Resolution CDH PLANNING, LLC
01/25/2024
#1064392v3

Attachment 1

Return to: Timothy Gray
Highway Construction and Engineering
Division
1 N University Drive, Suite 300
Plantation, FL 33324-2038

This Instrument prepared by:

Name: Lino Lizier
Address: 1395 Brickell Ave. Suite 780
Miami, FL 33131
and Approved as to form by: Reno V.
Pierre
Assistant County Attorney

ROAD EASEMENT

Folio/Parcel ID #: 504205040920

This Easement is given by CDH PLANNING LLC, a Florida Limited Liability Company ("Grantor"), whose principal place of business is 1395 Brickell Ave, suite 780. Miami, Florida, 33131, in favor of **BROWARD COUNTY**, a political subdivision of the State of Florida, ("Grantee"), whose address is Broward County 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, as defined in Section 2, for public road and 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 the 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 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 consent.
4. 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.
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. 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.
8. Grantee, at its own expense, is required to record this fully executed Easement in its entirety in the Official Records of Broward County, Florida.

[SIGNATURES ON THE FOLLOWING PAGE(S)]

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

GRANTOR

CDH PLANNING LLC, a
FLORIDA LIMITED LIABILITY COMPANY

Witness #1:

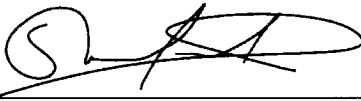
MABELLA ISABEL GONZALO

Signature

MABELLA ISABEL GONZALO

Print Name of Witness


By:



SEBASTIAN CHIRINOS

Print Name

Witness #2



Signature

CRISTOBAL LIZIER

Print Name of Witness

SEBASTIAN CHIRINOS

Title MANAGER

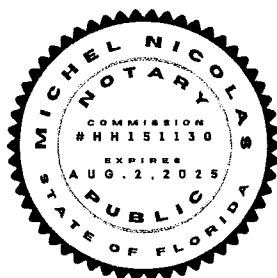
1 day of MAY, 2023

(Acknowledgment on the Next Page)

ACKNOWLEDGMENTSTATE OF FLORIDACOUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me, by means of [] physical presence or [X] online notarization, this 01 day of May, 2023, by SEBASTIAN CHIRINOS, the MANAGER, on behalf of CDH PLANNING LLC, a Florida limited liability company [] who is personally known to me or [X] who has produced FLORIDA DRIVER LICENSE as identification.

(Notary Seal)



State of Florida
My Commission Expires: 08/02/25
Commission Number: HH151130

Notary Public:

A handwritten signature in black ink, appearing to be "MICHEL NICOLAS", written over a horizontal line.

Signature
MICHEL NICOLAS

Print Name

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

GRANTOR

CDH PLANNING LLC, a
FLORIDA LIMITED LIABILITY COMPANY

Witness #1:

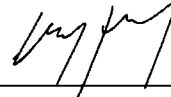
MABELLA ISABEL GONZALO

Signature

MABELLA ISABEL GONZALO

Print Name of Witness

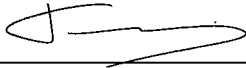
By:



JUAN PABLO CHIRINOS

Print Name

Witness #2



Signature

CRISTOBAL LIZIER

Print Name of Witness

JUAN PABLO CHIRINOS

Title MANAGER

18 day of SEP, 2023

(Acknowledgment on the Next Page)

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me, by means of [] physical presence or [X] online notarization, this 18 day of Sep , 2023, by JUAN PABLO CHIRINOS, the MANAGER, on behalf of CDH PLANNING LLC, a Florida limited liability company [] who is personally known to me or [X] who has produced FLORIDA DRIVER LICENSE as identification.

(Notary Seal)



State of Florida
My Commission Expires: 08/02/25
Commission Number: HH151130

Notary Public:

A handwritten signature in black ink, appearing to be "Michel Nicolas", written over a horizontal line.

Signature
MICHEL NICOLAS

Print Name

EXHIBIT "A"

A PORTION OF SECTION 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST,
BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF LOT 21, BLOCK 3, WASHINGTON PARK FIRST ADDITION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 19, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE N02°21'38" W ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 20.22 FEET; THENCE S47°40'41"E, A DISTANCE OF 28.44 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 21; THENCE S87°00'17"W ALONG THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 20.22 FEET TO THE POINT OF BEGINNING

SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 204.5 SQUARE FEET, MORE OR LESS.

GENERAL NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR. CARDINAL POINTS SERVICES, CORP LICENSE BUSINESS NUMBER IS LB #8452
2. THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. THIS DOCUMENT IS COVERED UNDER PROFESSIONAL LIABILITY INSURANCE.
6. BEARINGS SHOWN ARE REFERRED TO AN ASSUMED VALUE FOR THE SOUTH LINE OF LOT 21, BLOCK 3, AS RECORDED IN PLAT BOOK 19, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPER AS REFERENCED IN RULE 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472-027 FLORIDA STATUTES.

LINE LEGEND:

----- RIGHT OF WAY LINE
----- CENTERLINE

THIS DOCUMENT CONSISTS OF 2 SHEETS AND NEITHER SHALL BE
CONSIDERED FULL, VALID AND COMPLETE WITHOUT THE OTHER.

SHEET 01 OF 02



INSTRUMENT PREPARED BY:

CARDINAL POINT SERVICES CORP. LB# 8452
1397 WEST 63 STREET,
HIALEAH, FLORIDA 33012
CELL PHONE (786) 631 7053
EMAIL: fernandezpsm@gmail.com

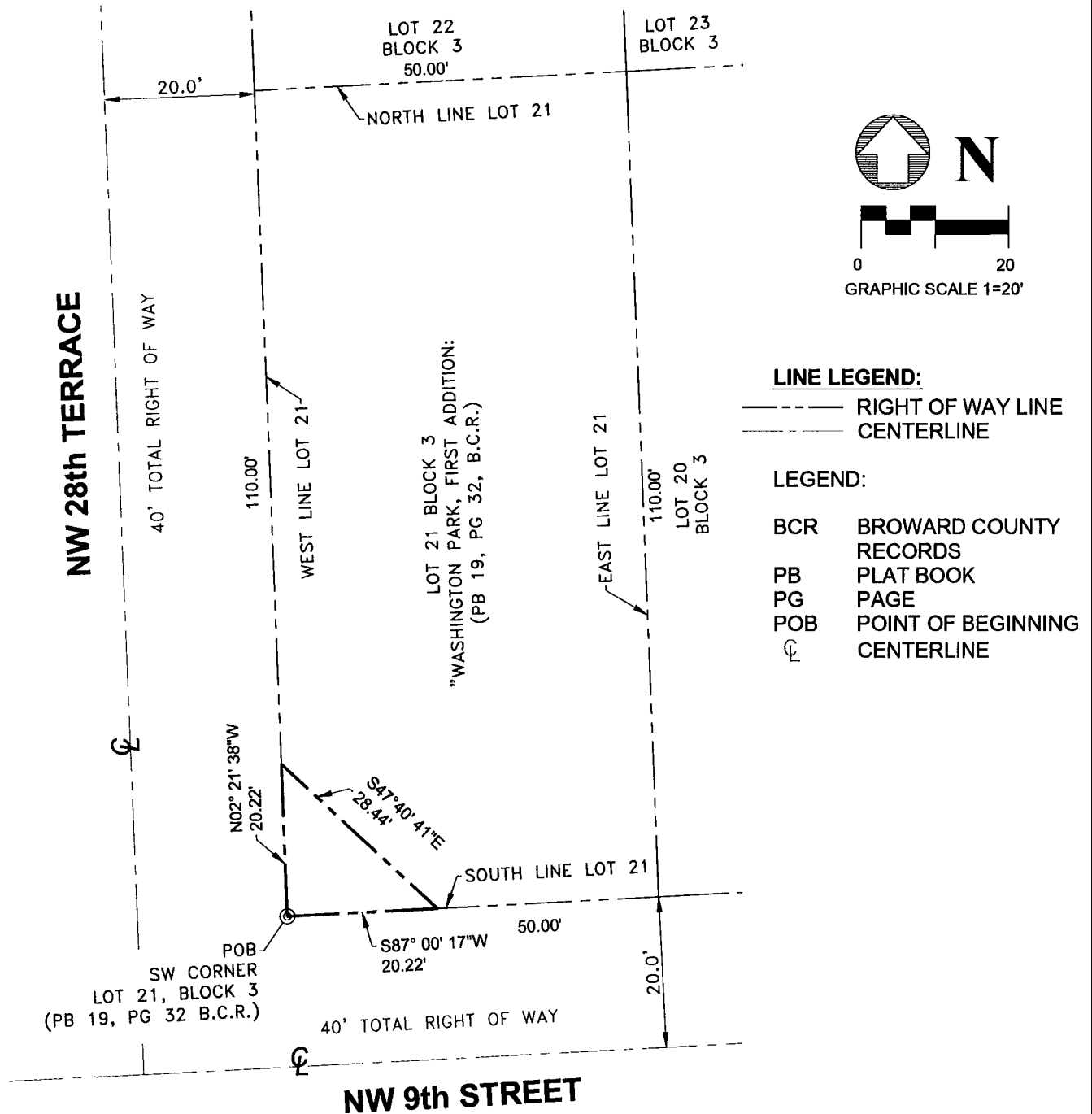
Fernando Fernandez

Digitally signed by Fernando Fernandez
Date: 2023.01.31 13:21:45 -05'00'

FERNANDO FERNANDEZ
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE LS 6765
DATE PREPARED: 01.23.2023

EXHIBIT "A"

A PORTION OF SECTION 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST,
BROWARD COUNTY, FLORIDA



THIS DOCUMENT CONSISTS OF 2 SHEETS AND NEITHER SHALL BE
CONSIDERED FULL, VALID AND COMPLETE WITHOUT THE OTHER.

SHEET 02 OF 02



INSTRUMENT PREPARED BY:

CARDINAL POINT SERVICES CORP. LB# 8452
1397 WEST 63 STREET,
HIALEAH, FLORIDA 33012
CELL PHONE (786) 631 7053
EMAIL: fernandezpsm@gmail.com

Fernando Fernandez Digitally signed by Fernando Fernandez
Date: 2023.01.31 13:21:59 -05'00'

FERNANDO FERNANDEZ
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE LS 6765
DATE PREPARED: 01.23.2023

Broward County Engineering Division
Right of Way Section
1 North University Drive, Suite 3008
Plantation, FL 33324-2038

☐ DN-2020-02
☒ Right of way approved - Public ROW
☐ Right of way approved - Private Road

By: Jorge Sobrino Sanchez Date: 03/23/23