

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 UNINCORPORATED AREA OF BROWARD COUNTY, FLORIDA,
5 AND OWNED BY FP USA DANIA, LLC, A FLORIDA LIMITED LIABILITY COMPANY;
6 AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

7
8 WHEREAS, FP USA DANIA, LLC, a Florida limited liability company, is the owner
9 of certain real property located in the unincorporated area of Broward County, Florida
10 (“Property”), which Property is more particularly described in the legal description and
11 sketch made subject to the Road Easement, which is attached hereto and made a part
12 hereof as Attachment 1 (“Road Easement”);

13 WHEREAS, FP USA DANIA, 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:

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

23 Section 2. The Board hereby accepts the Road Easement attached as
24 Attachment 1.

25 Section 3. The Road Easement shall be properly recorded in the Official
26 Records of Broward County, Florida.

27 Section 4. Severability.

28 If any portion of this Resolution is determined by any court to be invalid, the invalid
29 portion will be stricken, and such striking will not affect the validity of the remainder of this
30 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
31 legally applied to any individual, group, entity, property, or circumstance, such
32 determination will not affect the applicability of this Resolution to any other individual,
33 group, entity, property, or circumstance.

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

This Instrument prepared by:
Name: FP USA DANIA LLC
Address: 31 SE 5TH ST CU-203 MIAMI, FL 33131

and approved as to form by:
Reno V. Pierre
Assistant County Attorney

Folio/Parcel ID #: 504205050250

ROAD EASEMENT

This Easement is given by FP USA DANIA, LLC, a FLORIDA LIMITED LIABILITY COMPANY ("Grantor"), whose principal place of business is 31 SE 5th St CU-203, Miami, FL 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 our 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 involved 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

FP USA DANIA LLC, a

FLORIDA LIMITED LIABILITY COMPANY
by FP USA Management LLC, a Delaware limited liability
company, its Manager.

By: 
Signature

Julio Emiliano Daniele

President

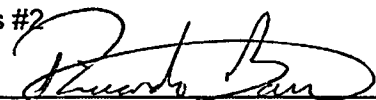
26 day of October, 2023

Witness #1:


Signature

Victor Lopez
Print Name of Witness

Witness #2


Signature

Ricardo Bossio
Print Name of Witness

(Acknowledgment on the Next Page)

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me, by means of [x] physical presence or [] online notarization, this 26 day of October, 2023, by Julio Emiliano Daniele the President, on behalf of FP USA Management LLC, a Delaware limited liability company, as Manager of FP USA Dania LLC, a Florida limited liability Company [x] who is personally known to me or [] who has produced _____ as identification.

(Notary Seal)



State of Florida
My Commission Expires: April 1, 2026
Commission Number: HH 203749

Notary Public:

Hina Ayes
Signature

Hina Ayes
Print Name

EXHIBIT "A"

LEGAL DESCRIPTION (ROAD EASEMENT):

A PORTION OF LOT 25 BLOCK 8, WASHINGTON PARK SECOND ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 17 OF THE PUBLIC RECORDS OF BROWARD COUNTY LYING NORTHEASTERLY OF THE CHORD OF AN ARC WHICH IS CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 20.00 FEET AND TANGENT TO THE NORTH LINE OF SAID LOT 25, AND TANGENT TO THE EAST LINE OF SAID LOT 25. SAID LAND SITUATED IN BROWARD COUNTY FLORIDA, AND CONTAINING 204.42 SQUARE FEET, MORE OR LESS.

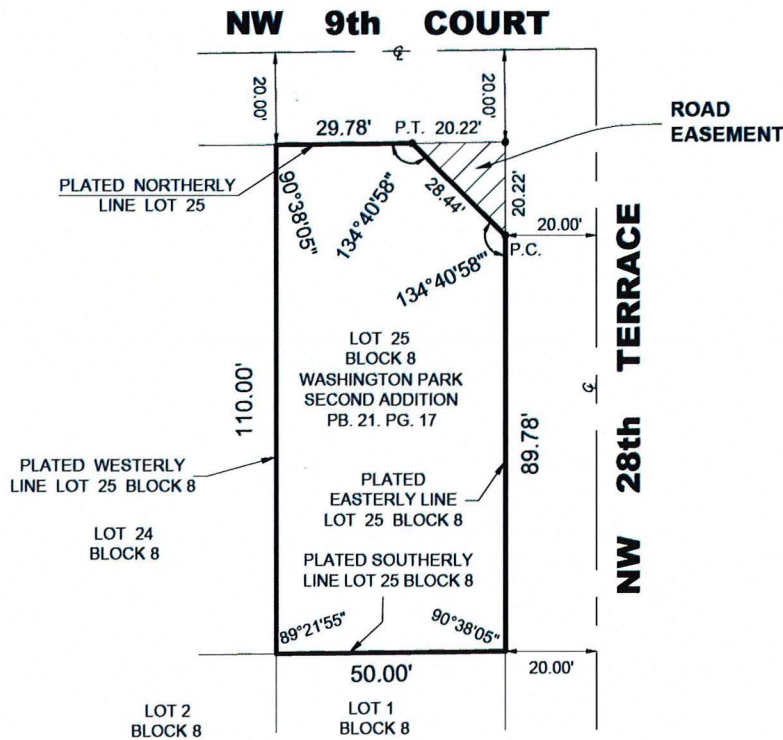
NOTES

DATE 09-20-2023

1. THIS IS NOT A SURVEY.

2. SAID PARCEL LIES IN SECTION 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL AND/OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



LEGEND

- P.O.B.= Point of Beginning
- R/W = Right of Way
- ⊕ = Center line
- PG = Page
- PB = Plat Book
- P.T. = Point of tangency
- P.C. = Point of curvature



Digitally signed by
Karl F. Kuhn
Date: 2023.10.25
11:55:34 -04'00'

KARL F. KUHN
PROFESSIONAL SURVEYOR AND MAPPER No. 5953
STATE OF FLORIDA

KARL F. KUHN

PROFESSIONAL SURVEYOR AND MAPPER No. 5953
1382 NE 178th STREET
N. MIAMI BEACH FL. 33162
PH : 786-202 4039
786-306 5348
lester.salicetti@gmail.com

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ROAD EASEMENT OF A PORTION OF LOT 25
BLOCK 8, PLAT BOOK 21, PAGE 17 OF THE PUBLIC RECORDS
OF BROWARD COUNTY, FLORIDA.

SCALE 1" - 40'

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

DN-2023-07

Right of way approved - Public RAW

Right of way approved - Private Road

By: Jorge Sobrino Sanchez Date: 10/26/23