

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 MUNICIPAL SERVICES DISTRICT, AND OWNED BY
5 GK INNOVATIONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AND
6 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

7
8 WHEREAS, GK Innovations, 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 ("Easement");

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

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

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

Section 3. The 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 , 2025. **PROPOSED**

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

By: /s/ Reno V. Pierre 07/01/2025
Reno V. Pierre (date)
Assistant County Attorney

By: /s/ Annika E. Ashton 07/01/2025
Annika E. Ashton (date)
Deputy County Attorney

RVP/sr
Reso - Road Easement from GK Innovations, LLC
07/01/2025
iManage # 1175362v1

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

This Instrument prepared by:
Name: GK Innovations LLC
Address: 4134 Carambola Cir. S. #H403
Coconut Creek, FL 33066
and Approved as to form by:
Reno V. Pierre
Assistant County Attorney

Folio/Parcel ID #: 504205131570

ROAD EASEMENT

This Easement is given by GK Innovations LLC, a Florida Limited Liability Company, ("Grantor"), whose principal place of business is 4134 Carambola Circle South, #H403, Coconut Creek, Florida 33066 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.

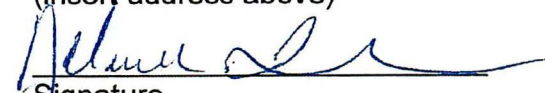
GRANTOR

WITNESSES:




Signature

Sabina Thatcher
(Print Name)
189 Sw 1st ct
Deerfield Beach FL 33441
(insert address above)



Signature
Yolanda Thomas
(Print Name)
180 NE 35th Ct.
Oakland Park FL 33554
(insert address above)

GK Innovations LLC,
a Florida limited liability company



By:

Tehinga Thatcher,
Manager

4 day of February, 20 25

(Acknowledgment on the Next Page)

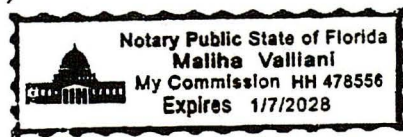
ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this 4 day of February, 2025 by Tehinga Thatcher the Manager, on behalf of GK Innovations LLC a Florida limited liability company, [✓] who is personally known to me or [] who has produced _____ as identification.

(Notary Seal)



Notary Public:

Maliha
Signature

Maliha Valliani
Print Name

State of Florida
My Commission Expires: _____
Commission Number: _____

SKETCH OF DESCRIPTION

SCALE: 1" = 25'

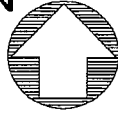
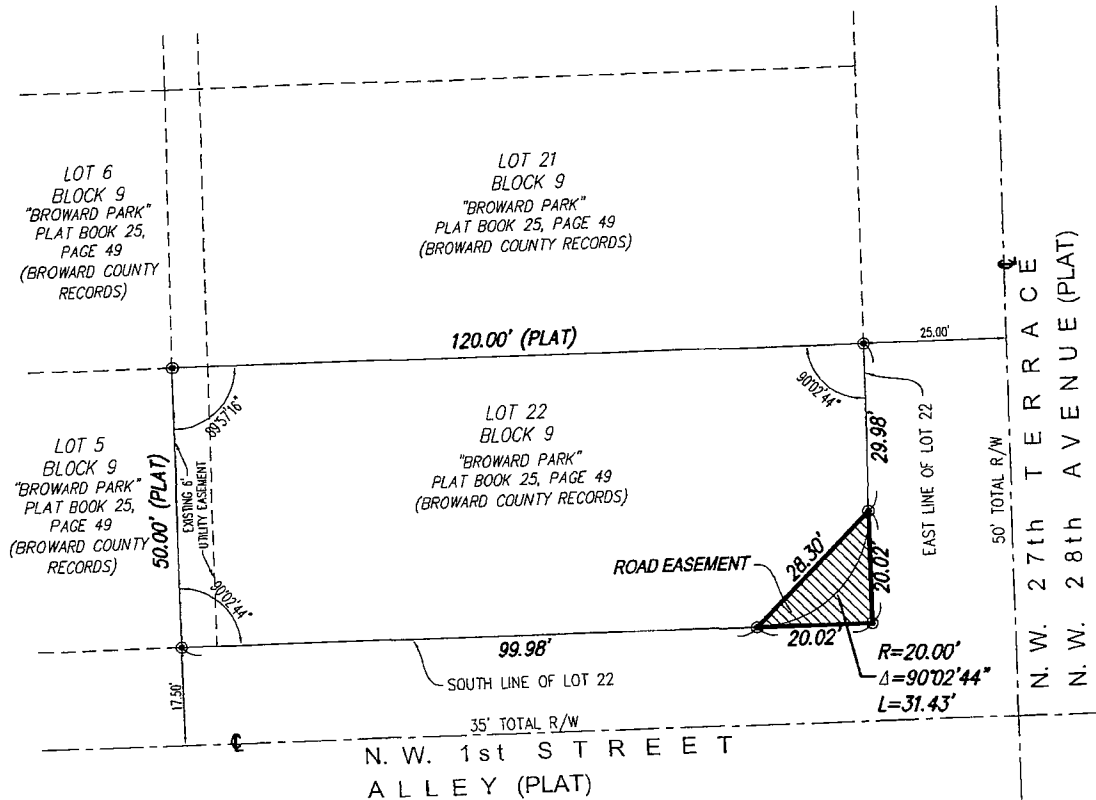


EXHIBIT 'A'

PARCEL ID: 5042 05 13 1570

PROPERTY ADDRESS

11 NW 27th TERRACE,
BROWARD MUNICIPAL SERVICES DISTRICT, FLORIDA 33311



NOTE: THIS SKETCH IS NOT A BOUNDARY SURVEY

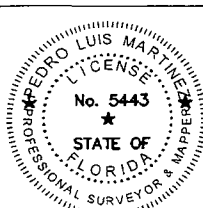
LEGAL DESCRIPTION:

ALL THAT EXTERNAL AREA OF A CHORD FORMED BY AT 20 FOOT RADIUS CURVE LYING WITHIN LOT 22 IN BLOCK 9, OF "BROWARD PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 20 FEET AND BEING TANGENT TO THE SOUTH LINE OF SAID LOT 22 AND TANGENT TO THE EAST LINE OF SAID LOT 22.

SAID PORTION CONTAINING APPROXIMATELY 200 SQUARE FEET.

PEDRO
LUIS
MARTINEZ


Digitally signed
by PEDRO LUIS
MARTINEZ
Date: 2025.02.04
17:57:55 -05'00'



LEGEND
R = RADIUS
L = LENGTH
N.W. = NORTHWEST
ID = IDENTIFICATION
C/L = CENTERLINE
R/W = RIGHT-OF-WAY
Δ = DELTA



MARTINEZ & MARTINEZ ENTERPRISES, INC.
LICENSE BUSINESS NO. 7702
6901 SW. 16 ST. PEMBROKE PINES, FL 33023
PH: (786) 277-4851 PLSPSM@GMAIL.COM
WEBSITE: MARTINEZ AND MARTINEZ.COM

SIGNED  01-30-2025 FOR THE FIRM
PEDRO LUIS MARTINEZ, IS NOT A LICENSED SURVEYOR OR MAPPER OF THE STATE OF FLORIDA. ANY ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.

Broward County Engineering Division
Right of Way Section
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

☒ PD-2025-03
☒ Right of way approved - Public R/W
☐ Right of way approved - Private Road

By: Jorge Sobrino Date: 02/05/25
Sanchez