

Return to:
Broward County Real Property
and Real Estate Development Division
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

Prepared and approved as to form by:
Christina A. Price, Senior Assistant County Attorney
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio Number: 514201014082, 514201024240

UTILITY EASEMENT

This Utility Easement Agreement ("Easement Agreement"), is made this ____ day of _____, 20__ ("Effective Date"), by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, in favor of City of Hollywood, a municipal corporation existing under the laws of the State of Florida ("Grantee"), whose address is 2600 Hollywood Blvd, Hollywood, Florida 33020. 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 water mains and for any other water installations which might be required for the purpose of providing water supply service for domestic or other use to and from properties, inclusive of the Property, which may or may not abut or be contiguous to the easement ("Easement"); and

- 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 hereby declares as follows:

1. The recitals set forth above are true and accurate, and fully incorporated by 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 facilities may be placed in the Easement Area without Grantee's prior consent.
4. Grantee shall, at its sole cost and expense, restore the surface of the Easement Area to the same condition which existed prior to the commencement of Grantee's access, maintenance, or repair to the Easement Area.
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 Agreement 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 Agreement 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.
8. This Easement Agreement 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 Agreement, 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 Agreement 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. Grantor, at its own expense, shall record this fully executed Easement Agreement in its entirety in the Official Records of Broward County, Florida.

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

GRANTOR

Witness #1:

Broward County, by and through its Board of County Commissioners

(Witness' Signature)

By: _____

Mayor/Vice Mayor

Print Name: _____

(Witness)

____ day of _____, 2025

Print Address: _____

ATTEST:

Witness #2:

By: _____

Broward County Administrator, as
ex officio Clerk of the Broward County Board
of County Commissioners

(Witness' Signature)

Print Name: _____

(Witness)

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

Print Address: _____

By Christina A. Price Digitally signed by Christina A. Price
Date: 2025.05.22 16:44:40 -04'00'

Christina A. Price (Date)
Senior Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2025.05.22 16:44:59 -04'00'

Annika E. Ashton (Date)
Deputy County Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Easement Agreement was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 20__, by _____, the Mayor/Vice Mayor of Broward County, a political subdivision of the State of Florida, through its Board of County Commissioners, and [] who is personally known to me or [] who has produced _____ as identification.

Notary Public:

Signature: _____

Print Name: _____

State of Florida

My Commission Expires: _____

Commission Number: _____

(Notary Seal)

PROFESSIONAL SKETCH FOR UTILITY EASEMENT

(THIS IS NOT A FIELD SURVEY)

LEGAL DESCRIPTION:

AN EASEMENT 15 FEET WIDE BEING A PARCEL OF LAND LYING WITHIN BLOCKS 59, 178, AND A PORTION OF VACATED RIGHT-OF-WAY (AS DESCRIBED IN OFFICIAL RECORDS BOOK 10885, PAGE 751) OF THE PLAT OF "HOLLYWOOD CENTRAL BEACH", AS RECORDED IN PLAT BOOK 4, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING IN SECTION 01, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AND BEING PART OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10929, PAGE 563 AND OFFICIAL RECORDS BOOK 10929, PAGE 565 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID BLOCK 178, RUN ON AN ASSUMED BEARING OF NORTH 85°25'14" EAST ALONG THE NORTH LINE OF BLOCK 178 AND ITS EASTERLY PROLONGATION A DISTANCE OF 81.36 FEET TO A POINT OF CURVATURE; THENCE, SOUTHEASTERLY ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 99°08'30", AN ARC DISTANCE OF 25.96 FEET TO A POINT OF TANGENCY ON THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A; THENCE SOUTH 4°33'45" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 556.33 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 15 FOOT EASEMENT (THE SIDELINES OF SAID EASEMENT TO BEGIN ALONG A LINE BEARING SOUTH 4°33'45" WEST THROUGH SAID POINT OF BEGINNING); THENCE NORTH 86°25'40" WEST 49.84 FEET; THENCE SOUTH 50°41'19" WEST 78.24 FEET; THENCE SOUTH 54°23'29" WEST 53.92 FEET TO A POINT DESCRIBED AS "A"; THENCE CONTINUE SOUTH 54°23'29" WEST 16.06 FEET TO A POINT DESCRIBED AS "B"; THENCE CONTINUE SOUTH 54°23'29" WEST FOR 7.50 FEET TO THE POINT OF TERMINUS, TOGETHER WITH; A 15 FOOT EASEMENT THE CENTER LINE OF WHICH BEGINS AT THE HEREINABOVE DESCRIBED POINT "A"; THENCE NORTH 35°20'53" WEST 30.80 FEET TO THE POINT OF TERMINUS, AND TOGETHER WITH; A 15 FOOT EASEMENT THE CENTER LINE OF WHICH BEGINS AT THE HEREINABOVE DESCRIBED POINT "B"; THENCE NORTH 35°20'53" WEST 22.69 FEET TO THE POINT OF TERMINUS. CONTAINING 3,661 SQUARE FEET, MORE OR LESS

SURVEYOR'S NOTES:

1. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL (UNLESS DIGITALLY SIGNED) OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS, SHOWN HEREON ARE REFERENCED TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A NORTH OF SHERIDAN STREET, SAID LINE BEARS NORTH 04°33'45" EAST AS SHOWN ON BOUNDARY SURVEY OF NORTH HOLLYWOOD BEACH MOORING FIELDS PROJECT BY CRAVEN THOMPSON AND ASSOCIATES, INC DATED 3/20/2018
3. THIS DOES NOT AND IS NOT INTENDED TO REPRESENT A SURVEY OR FIELD SURVEY PREPARED UNDER THE DIRECTION OF THE UNDERSIGNED.
4. THE PURPOSE OF THESE DOCUMENTS IS TO PROVIDE A LEGAL DESCRIPTION AND GRAPHICAL DEPICTION THEREOF FOR A UTILITY EASEMENT.
5. THE TEXT EXHIBITS AND THE GRAPHIC EXHIBITS INCLUDED HEREIN TOGETHER FORM THE CONTENTS OF THIS DOCUMENT, NEITHER EXHIBIT IS COMPLETE WITHOUT THE OTHER.
6. ADDITIONS, OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

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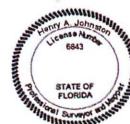


4/20/25

HENRY A. JOHNSTON P.L.S.#6843

JOHNSTON & JOHNSTON LAND SURVEYING SERVICES LB#7689
7777 DAVIE ROAD EXT. #302A-7

DAVIE, FL 33024
PHONE: 954-296-9516



THIS SKETCH OF DESCRIPTION IS COMPLIANT TO STANDARDS OF PRACTICE PURSUANT TO CHAPTER 5J17.052, FLORIDA ADMINISTRATIVE CODE.

SHEET 1 OF 2 JOB#MBR24-07E

PROFESSIONAL SKETCH FOR UTILITY EASEMENT (THIS IS NOT A FIELD SURVEY)

LEGEND AND ABBREVIATIONS

B.C.R. = BROWARD COUNTY RECORDS
C/L = CENTER LINE
Δ = DELTA ANGLE
E.F. = END FENCE
L = ARC LENGTH
M.H.W.L. = MEAN HIGH WATER LINE
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
P.C. = POINT OF CURVATURE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.T. = POINT OF TERMINUS
P.T. = POINT OF TANGENCY
R = RADIUS
R/W = RIGHT-OF-WAY
U.E. = UTILITY EASEMENT



SCALE 1"=60'

Henry Johnston

4/20/25

HENRY A. JOHNSTON P.L.S.#6843

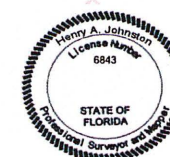
JOHNSTON & JOHNSTON LAND SURVEYING SERVICES LB#7689

7777 DAVIE ROAD EXT. #302A-7

DAVIE, FL 33024

PHONE: 954-296-9516

THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED AND DIGITALLY SIGNED AND
SEALED BY HENRY JOHNSTON FL PLS#6843
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SHEET 2 OF 2 AND NEITHER IS FULL AND COMPLETE WITHOUT THE OTHER | JOB#MBR24-07E

PRINTING ELECTRONICALLY
SIGNED DOCUMENT:

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