

## PROPOSED

### RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD  
2 COUNTY, FLORIDA, ACCEPTING AN EASEMENT RELATED TO THE PROVISION OF  
3 WATER AND WASTEWATER SERVICES, OVER, ACROSS, UNDER, AND THROUGH  
4 REAL PROPERTY LOCATED IN THE CITY OF LAUDERDALE LAKES, FLORIDA; AND  
5 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

6

7 WHEREAS, Kahlua Gardens Condominium, Inc., a Florida not for profit  
8 corporation ("Grantor"), is the owner of certain property located in the City of Lauderdale  
9 Lakes, Florida ("Property"), which Property is more particularly described in the legal  
10 description and sketch made subject to the Easement agreement in Attachment 1;

11 WHEREAS, Broward County, Florida ("County"), requested from Grantor a  
12 nonexclusive and perpetual easement over, across, under, and through the Property for  
13 water mains, wastewater force mains, reclaimed water mains, and/or any other water and  
14 wastewater installations that may be required for purposes of providing water supply  
15 service for domestic, commercial, industrial, or other uses and for the collection of  
16 domestic, commercial, industrial, or other kinds of wastewater to and from the Property  
17 and other parcels of real property that may or may not abut and be contiguous to the  
18 Property ("Easement");

19 WHEREAS, Grantor is willing to grant such Easement to the County as provided  
20 in the Easement agreement in Attachment 1; and

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

24        BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
25 BROWARD COUNTY, FLORIDA:

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

28        Section 2. The Board hereby accepts the Easement as provided in the  
29 Easement agreement attached to this Resolution as Attachment 1.

30        Section 3. The Easement agreement in Attachment 1 shall be properly  
31 recorded in the Official Records of Broward County, Florida.

32        Section 4. Severability.

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

## 39 | Section 5. Effective Date.

40 | This Resolution is effective upon adoption.

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

By: /s/ Christina A. Price 01/04/2024  
Christina A. Price (date)  
Assistant County Attorney

By: /s/ Annika E. Ashton 01/04/2024  
Annika E. Ashton (date)  
Deputy County Attorney

CAP/sr  
Resolution Accepting Easement – Kahlua Gardens Condominium, Inc.  
12/12/2023  
iManage #1074645v1

Attachment 1

Return to:  
Broward County Water and  
Wastewater Services Engineering Division  
2555 West Copans Road  
Pompano Beach, Florida 33069

Prepared by:  
George Serbanescu  
Broward County Water and Wastewater Services  
2555 West Copans Road  
Pompano Beach, Florida 33069  
and Approved as to form by:  
Christina A. Price  
Assistant County Attorney

Folio Number: 4941-2400-0125, -0104

**EASEMENT AGREEMENT**

This Easement Agreement ("Easement Agreement") is made this 4th day of April, 2023 ("Effective Date"), by Kahlua Gardens Condominium, Inc., a Florida Not for Profit Corporation ("Grantor") whose address is 5100 W Copans Rd, Suite 100, Margate, FL 33063, in favor of Broward County, a political subdivision of the State of Florida ("Grantee"), whose address is 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, and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires).

**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, wastewater force mains, reclaimed water mains, and/or for any other water and wastewater installations which may be required for the purpose of providing water supply service for domestic, commercial, industrial, or other use and for the collection of domestic, commercial, industrial, or other kinds of wastewater to and from properties, inclusive of the Property, which may or may not abut and be contiguous to the easement ("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, 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 public 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. Grantee, at its own expense, shall record this fully executed Easement Agreement in its entirety in the public 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 Instrument.

**GRANTOR**

**Witness #1:**

Signature

JEAN-FRANCOIS TENGAS

Print Name of Witness

**Witness #2:**

Signature

GERARD RENAUD

Print Name of Witness

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 4th day of April, 2023, by RICHARD HAINS, the President, on behalf of Kahlua Gardens Condominium, Inc., a Florida Not for Profit Corporation,  who is personally known to me or  who has produced a Quebec, Canada Drivers license as identification.

Notary Public:

Signature: Catherine A. Donn

Print Name: Catherine A. Donn

State of Florida

My Commission Expires: August 29, 2026

(Notary Seal)

Commission Number: HH297245



CATHERINE A. DONN  
Commission # HH 297245  
Expires August 29, 2026

FOR: BROWARD COUNTY  
WATER & WASTEWATER SERVICES**EXHIBIT A**  
**SKETCH AND DESCRIPTION**  
**UTILITY EASEMENT****LEGAL DESCRIPTION:**

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 49 SOUTH, RANGE 41 EAST, IN THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 52nd AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 3711, PAGE 216 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°28'17" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE AND THE WESTERLY EXTENSION OF NORTHWEST 34th STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 7119, PAGE 447 OF SAID PUBLIC RECORDS, A DISTANCE OF 504.90 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 51st AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 7119, PAGE 447 OF SAID PUBLIC RECORDS; THENCE SOUTH 01°24'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1028.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE SOUTH 01°24'45" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 88°35'15" WEST, A DISTANCE OF 26.00 FEET; THENCE NORTH 01°24'45" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 88°35'15" EAST, A DISTANCE OF 26.00 FEET TO SAID WEST RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA AND CONTAINING 390 SQUARE FEET (0.008 ACRES) MORE OR LESS.

**NOTES:**

BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH RIGHT-OF-WAY LINE FOR N.W. 34th STREET AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 7119, PAGE 447 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 49 SOUTH, RANGE 41 EAST, WHICH IS ASSUMED TO BEAR NORTH 89°28'17" EAST.

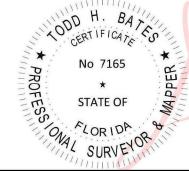
THE BEARINGS SHOWN HEREON ARE RELATIVE GRID NORTH, AND ARE BASED ON SECTION LINE BEARINGS AND COORDINATES FROM THE "STONER-KEITH RESURVEY OF TOWNSHIP 49 SOUTH, RANGE 41 EAST", RECORDED IN MISCELLANEOUS PLAT BOOK 3, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS CONVERTED TO NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT BY BROWARD COUNTY ENGINEERING DIVISION USING NGS NADCON PROGRAM.

THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.  
LICENSED BUSINESS NUMBER #271



Digitally signed  
by Todd H. Bates  
Date: 2023.06.05  
16:13:30 -04'00'

TODD H. BATES  
PROFESSIONAL SURVEYOR AND MAPPER NO LS7165  
STATE OF FLORIDA

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE  
SIGNATURE AND ORIGINAL SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A  
FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES  
5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

R:\SURVEY\2015\15-0038-122-01\_UAZ 122\DRAWINGS\15-0038-122- SW- EASEMENT R

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.

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

UPDATES and/or REVISIONS	DATE	BY	CK'D
MISC. MINOR REVISIONS	4/07/23	THB	CD
ADD H.O.A. PARCELS AND LABELS	02/28/22	THB	MRM
REF. W-27_SW	12/01/20		



**CRAVEN • THOMPSON & ASSOCIATES, INC.**

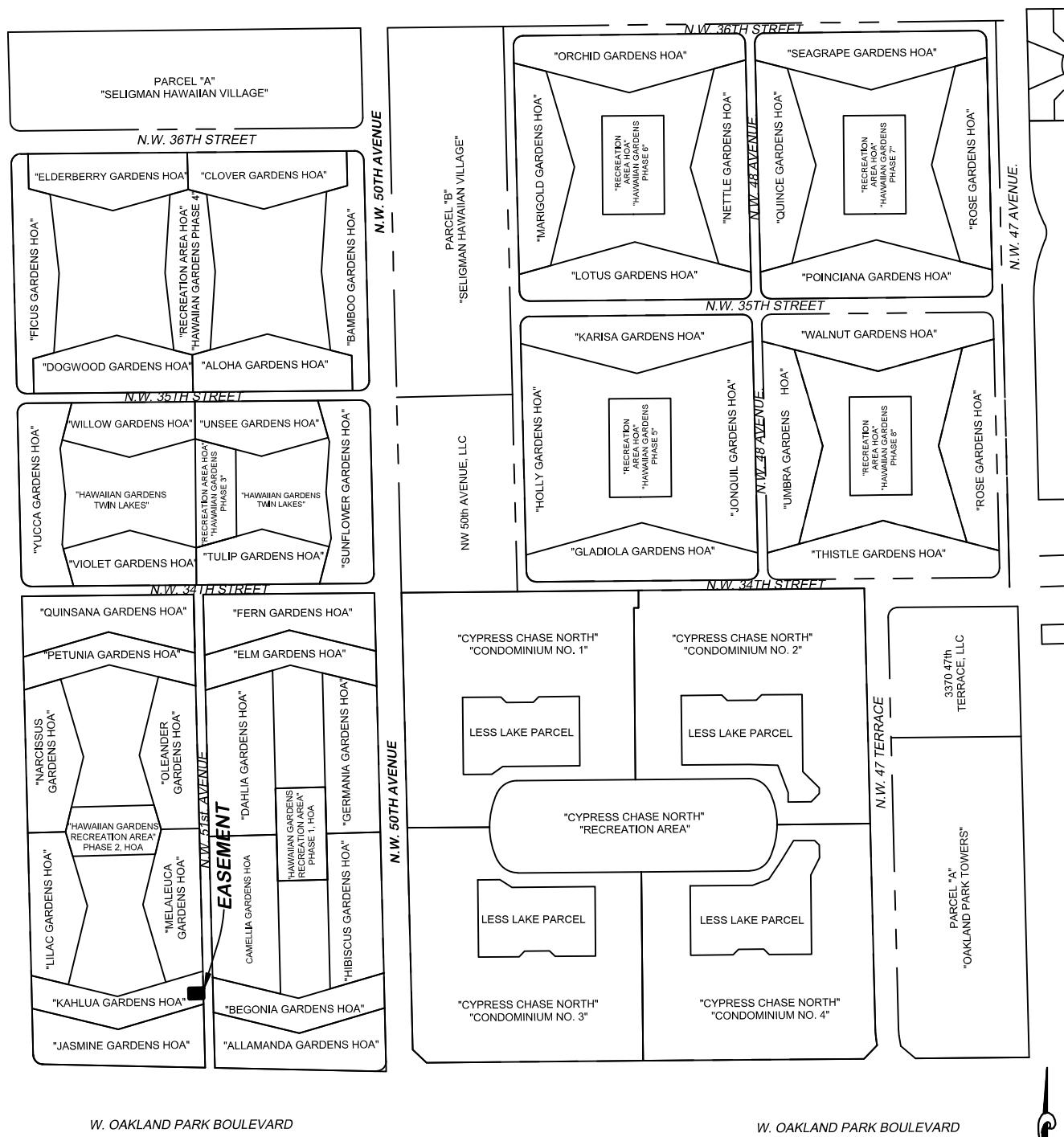
ENGINEERS • PLANNERS • SURVEYOR'S

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL: (954) 739-8400  
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271

MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL  
NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2023

JOB NO.: 15-0038-122	SHEET 1 OF 3 SHEETS		
DRAWN BY: THB	F.B. N/A	PG. N/A	
CHECKED BY: MRM	DATED: 12/01/20		

**LOCATION MAP**  
TO ACCOMPANY SKETCH AND DESCRIPTION



W. OAKLAND PARK BOULEVARD

W. OAKLAND PARK BOULEVARD

SCALE: 1"=400'



<b>CRAVEN • THOMPSON &amp; ASSOCIATES, INC.</b>		
ENGINEERS	PLANNERS	SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309	FAX: (954) 739-6409	TEL: (954) 739-6400
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JOB NO.: 15-0038-122	SHEET 2 OF 3 SHEETS	
DRAWN BY: THB	F.B. N/A	PG. N/A
CHECKED BY: MRM	DATED: 12/01/20	

**SKETCH TO ACCOMPANY DESCRIPTION  
UTILITY EASEMENT**



SCALE: 1"=10'

**P.O.C.**

N.W. CORNER OF THE  
S.W. QUARTER OF THE S.W.  
QUARTER OF SECTION 24,  
TOWNSHIP 49 SOUTH,  
RANGE 41 EAST

**NW 34th STREET**

25' RIGHT OF WAY PER  
O.R.B. 7119, PG. 447; B.C.R.

S. R/W LINE  
EXTENDED

(BEARING BASE)  
 $N89^{\circ}28'17"E$  504.90'

S. R/W LINE

WEST R/W LINE

**NW 52nd AVENUE**  
60' RIGHT OF WAY PER  
O.R.B. 3711, PG. 216; B.C.R.

PORTION OF THE SOUTHWEST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 24-49-41

25'

KAHLUA GARDENS HOA  
"HAWAIIAN GARDENS PHASE 2"  
O.R.B. 4318 PG. 155, B.C.R.

**NW 51st AVENUE**  
25' RIGHT OF WAY PER  
O.R.B. 7119, PG. 447; B.C.R.

**P.O.B.**