

PROPOSED

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ACCEPTING A PERPETUAL SIDEWALK EASEMENT AND BUS SHELTER EASEMENT FROM BRICKBOX OAKLAND PARK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR PUBLIC USE AS AN EXPANDED SIDEWALK AND BUS SHELTER, AND LOCATED IN OAKLAND PARK, FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Brickbox Oakland Park, LLC, a Florida limited liability company, is the owner of certain real property located in Oakland Park, Florida ("Property"), which Property is more particularly described in the legal description and sketch made subject to the expanded sidewalk easement and bus shelter easement, which are attached hereto and made a part hereof as Attachment 1 ("Easements");

WHEREAS, Brickbox Oakland Park, LLC, is willing to grant the Easements to Broward County, Florida ("County"), in accordance with the terms of the Easements; and

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

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF 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 Easements attached hereto as Attachment 1.

Section 3. The Easements 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 , 2023. **PROPOSED**

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

By: /s/ Reno V. Pierre 01/24/2023
Reno V. Pierre (date)
Assistant County Attorney

By: /s/ Annika E. Ashton 01/24/2023
Annika E. Ashton (date)
Deputy County Attorney

Return To:
Kurt Petgrave
Capital Programs Division
Broward County Transportation Department
1 North University Drive, Suite 3100A
Plantation, Florida 33324

Prepared By: KEITH
301 E Atlantic Blvd
Pompano Beach, FL 33060
and Approved as to form by:
Reno V. Pierre
Assistant County Attorney

Folio Number: 494224150010

EXPANDED SIDEWALK EASEMENT

This EXPANDED SIDEWALK EASEMENT, is made and effective this 7th day of March, 2022, ("Effective Date"), by BRICKBOX OAKLAND PARK, LLC., a Florida Limited Liability Company, ("Grantor") whose principal place of business is 3101 N Federal Highway, Suite 400, Oakland Park, FL 33306, in favor of Broward County, a political subdivision of the State of Florida ("Grantee"), whose address is Government 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 perpetual easement on, over, across, and through the Property, for the purpose of constructing an expanded sidewalk for a bus stop on the Property, allowing public use of the expanded sidewalk on the bus stop built on the Property, and any 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 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:

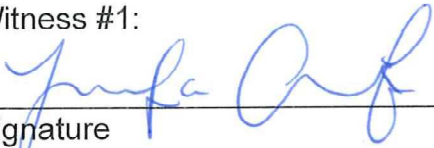
1. The recitals set forth above are true and accurate, and fully incorporated by this reference herein.
2. Grantor hereby grants unto Grantee, its licensees, agents, and independent contractors the Easement together with any incidental or necessary appurtenances thereto ("Easement Area"), which Easement Area is further described in **Exhibit A** attached hereto and made a part hereof.
3. Grantor may, for its own purposes, utilize the Property, and shall retain a right of free ingress and egress in, over, through, upon and across the Property that does not unreasonably interfere with Grantee's exercise of the Easement.
4. 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 written consent. Grantor shall bear all costs that Grantee may incur as a result of any obstructions or disturbances to the Easement and/or Easement Area.
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. Grantee, at its own expense, shall record this fully executed Easement in its entirety in the Official Records of Broward County, Florida.

(Signature Pages on the Following Page)

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

GRANTOR

Witness #1:

Signature 
Print Name of Witness Vaacov Assaraf

Witness #2:

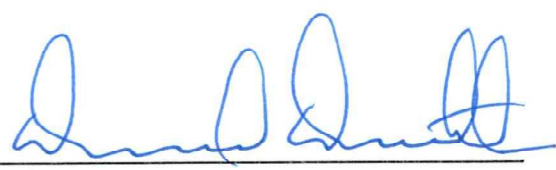
Signature 
Print Name of Witness COREY SCHWARTZ

Witness #3:

Signature _____
Print Name of Witness _____

Witness #4:

Signature _____
Print Name of Witness _____

By: 
Signature

Daniel Deitchman
Print Name

Managing Member
Title

7 day of March, 2022

By: _____
Signature

Print Name

Title

____ day of _____, 20____

(Acknowledgment on the Next Page)

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of March, 2022, by Daniel Deitchman, on behalf of Brickbox Oakland Park, a Florida LLC, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public:

Signature: Kimberly Hadlock

Print Name: Kimberly Hadlock

State of Florida
My Commission Expires: May 29, 2022
Commission Number: GG 222 820

(Notary Seal)



KIMBERLY HADLOCK
Commission # **GG 222820**
Expires **May 29, 2022**
Bonded Thru Budget Notary Services

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, on behalf of _____, a _____, ☐ 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: _____

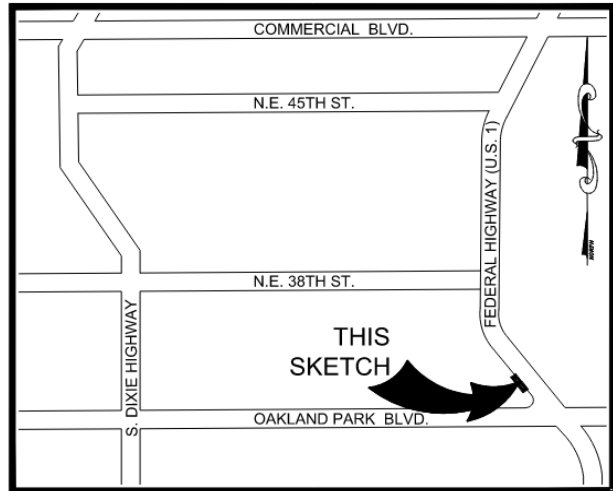
(Notary Seal)

EXHIBIT A

Description of Property & Easement Area

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
4. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. BEARINGS ARE ASSUMED, BASED ON A REFERENCE BEARING OF S 34°06'44" E ALONG THE EAST LINE OF NASSAU POINT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGE 2, BROWARD COUNTY RECORDS.
6. LANDS SHOWN HEREON WERE ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, AND/OR OTHER INSTRUMENTS OF RECORD BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER 21048424, WITH AN EFFECTIVE DATE OF MAY 3, 2021 @ 11:00 PM.



LOCATION MAP:
NOT TO SCALE

LEGAL DESCRIPTION:

A PORTION OF LOTS 2 AND 3, NASSAU POINT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGE 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 4, SAID NASSAU POINT, THENCE ALONG THE EAST LINE OF SAID NASSAU POINT, SOUTH 34°06'44" EAST, 203.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, SOUTH 34°06'44" EAST, 40.00 FEET; THENCE SOUTH 55°53'16" WEST, 3.00 FEET; THENCE NORTH 34°06'44" WEST, 40.00 FEET; THENCE NORTH 55°53'16" EAST, 3.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND SITUATED IN THE CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA AND CONTAINING 120 SQUARE FEET MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON DECEMBER 20, 2021. MEETS THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

TIMOTHY H. GRAY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6604
STATE OF FLORIDA



Digitally signed
by Timothy H
Gray
Date:
2021.12.27
11:44:02-05'00'

SKETCH & DESCRIPTION

A PORTION OF LOTS 2 AND 3
NASSAU POINT
P.B. 58, PG. 2, B.C.R.

CITY OF OAKLAND PARK BROWARD COUNTY FLORIDA



301 EAST ATLANTIC BOULEVARD
POMPAHO BEACH, FLORIDA 33060-6643
(954) 788-3400

EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 11913.00_BUS SHELTER SWK SKD, DWG

DATE 12/20/2021

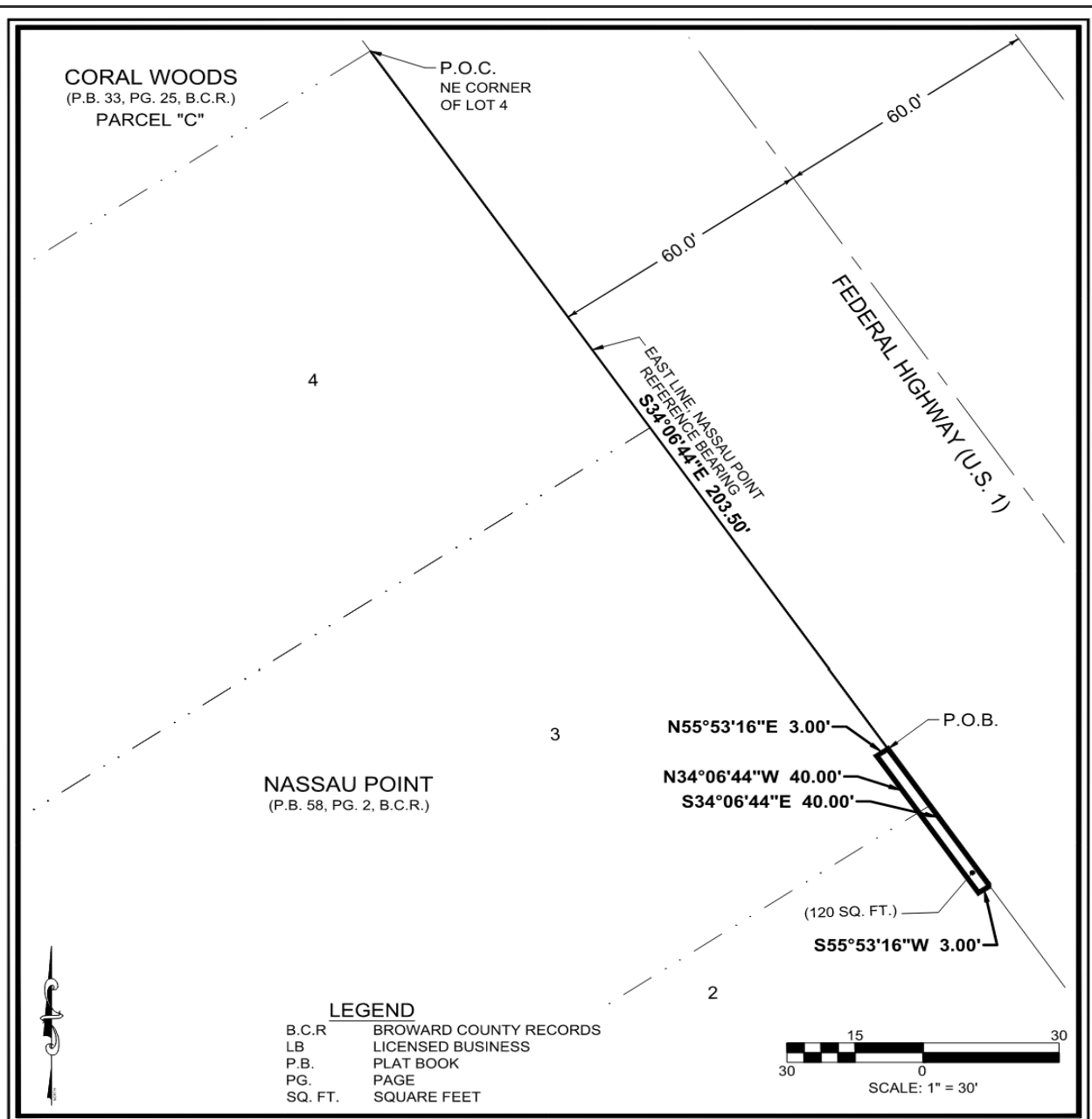
SCALE N/A

FIELD BK. N/A

DWNG. BY TG

CHK. BY TG

DATE REVISIONS



SKETCH & DESCRIPTION

A PORTION OF LOTS 2 AND 3
NASSAU POINT
P.B. 58, PG. 2, B.C.R.

CITY OF OAKLAND PARK BROWARD COUNTY FLORIDA



301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 11913.00_BUS SHELTER SWK SKD. DWG

DATE 12/20/2021

SCALE 1" = 30'

FIELD BK. N/A

DWNG. BY TG

CHK. BY TG

DATE REVISIONS

Return To:
Noemi R. Hew
Capital Programs Division
Broward County Transportation Department
1 North University Drive, Suite 3100A
Plantation, Florida 33324

Prepared By: KEITH
301 E Atlantic Blvd
Pompano Beach, FL 33060
and Approved as to form by:
Reno V. Pierre
Assistant County Attorney

Folio Number: 494224150010

BUS SHELTER EASEMENT

This BUS SHELTER EASEMENT, is made and effective this 7th day of March, 2022, ("Effective Date"), by BRICKBOX OAKLAND PARK, LLC., a Florida Limited Liability Company, ("Grantor") whose principal place of business is 3101 N Federal Highway, Suite 400, Oakland Park, FL 33306, in favor of Broward County, a political subdivision of the State of Florida ("Grantee"), whose address is Government 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 perpetual easement on, over, across, and through the Property, for the purpose of constructing a bus shelter on the Property, maintaining and repairing the bus shelter built on the Property, allowing public use of the bus shelter built on the Property, and any 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 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:

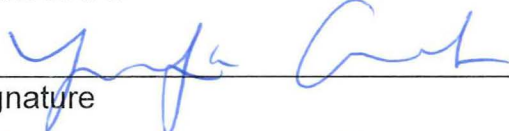
1. The recitals set forth above are true and accurate, and fully incorporated by this reference herein.
2. Grantor hereby grants unto Grantee, its licensees, agents, and independent contractors the Easement together with any incidental or necessary appurtenances thereto ("Easement Area"), which Easement Area is further described in **Exhibit A** attached hereto and made a part hereof.
3. Grantor may, for its own purposes, utilize the Property, and shall retain a right of free ingress and egress in, over, through, upon and across the Property that does not unreasonably interfere with Grantee's exercise of the Easement.
4. 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 written consent. Grantor shall bear all costs that Grantee may incur as a result of any obstructions or disturbances to the Easement and/or Easement Area.
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. Grantee, at its own expense, shall record this fully executed Easement in its entirety in the Official Records of Broward County, Florida.

(Signature Pages on the Following Page)

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

GRANTOR

Witness #1:


Signature

Yaakov Assaraf
Print Name of Witness

By: 
Signature

Daniel Deitchman
Print Name

Witness #2:


Signature

COREY SCHWARTZ
Print Name of Witness

Managing Member
Title

7 day of March, 2022

By: _____
Signature

Witness #3:

Signature

Print Name of Witness

Print Name

Title

____ day of _____, 20____

Witness #4:

Signature

Print Name of Witness

(Acknowledgment on the Next Page)

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of March, 2022, by Daniel Deitchman, on behalf of Brickbox Oakland Park, a Florida LLC, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public:

Signature: Kimberly Hadlock

Print Name: Kimberly Hadlock

State of Florida

My Commission Expires: May 29, 2022

Commission Number: 222820

(Notary Seal)



KIMBERLY HADLOCK
Commission # GG 222820
Expires May 29, 2022
Bonded Thru Budget Notary Services

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, on behalf of _____, a _____, ☐ 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: _____

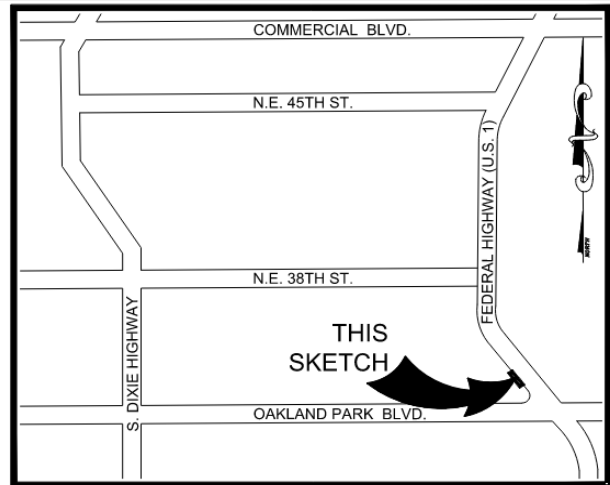
(Notary Seal)

EXHIBIT A

Description of Property & Easement Area

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR, BASED ON LIMITS PROVIDED BY THE CLIENT.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
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6. LANDS SHOWN HEREON WERE ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, AND/OR OTHER INSTRUMENTS OF RECORD BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER 21048424, WITH AN EFFECTIVE DATE OF MAY 3, 2021 @ 11:00 PM.



LOCATION MAP:
NOT TO SCALE

LEGAL DESCRIPTION:

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COMMENCING AT THE NORTHEAST CORNER OF LOT 4, SAID NASSAU POINT, THENCE ALONG THE EAST LINE OF SAID NASSAU POINT, SOUTH 34°06'44" EAST, 218.50 FEET; THENCE SOUTH 55°53'16" WEST, 3.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34°06'44" EAST, 25.00 FEET; THENCE SOUTH 55°53'16" WEST, 4.00 FEET; THENCE NORTH 34°06'44" WEST, 25.00 FEET; THENCE NORTH 55°53'16" EAST, 4.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND SITUATED IN THE CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA AND CONTAINING 100 SQUARE FEET MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON DECEMBER 20, 2021. MEETS THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

TIMOTHY H. GRAY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6604
STATE OF FLORIDA



Digitally signed
by Timothy H
Gray
Date: 2021.12.27
11:43:13-05'00'

SKETCH & DESCRIPTION

A PORTION OF LOTS 2 AND 3
NASSAU POINT
P.B. 58, PG. 2, B.C.R.

CITY OF OAKLAND PARK BROWARD COUNTY FLORIDA



301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 11913.00 BUS SHELTER SKD. DWG

DATE 12/20/2021

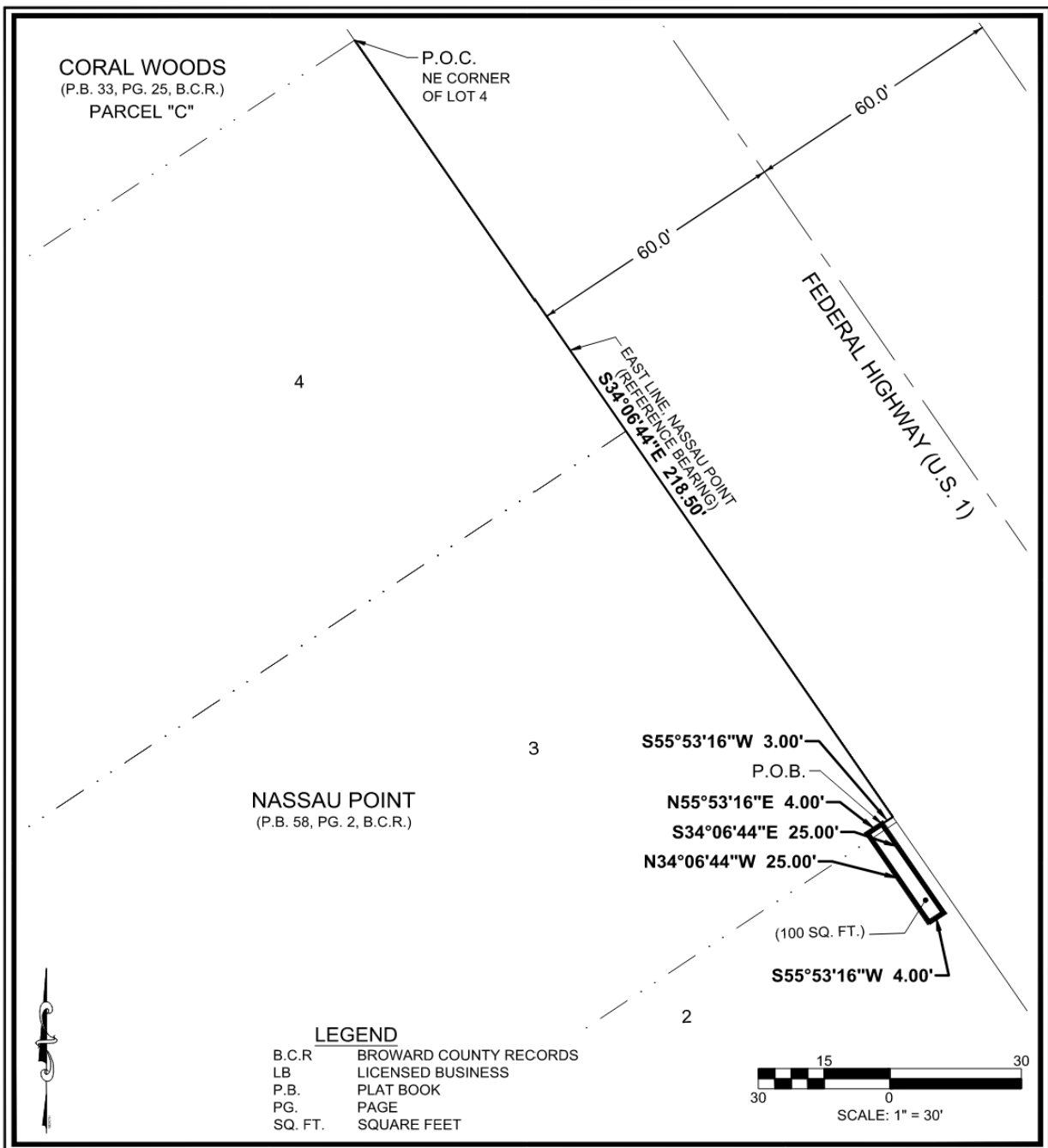
SCALE N/A

FIELD BK. N/A

DWNG. BY TG

CHK. BY TG

DATE REVISIONS



SKETCH & DESCRIPTION A PORTION OF LOTS 2 AND 3 NASSAU POINT P.B. 58, PG. 2, B.C.R. CITY OF OAKLAND PARK BROWARD COUNTY FLORIDA	 KEITH 301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FLORIDA 33060-6643 (954) 788-3400 EMAIL: mail@KEITHteam.com LB NO. 6860 SHEET <u>2</u> OF <u>2</u> DRAWING NO. <u>11913.00 BUS SHELTER SKD. DWG</u>	DATE <u>12/20/2021</u> SCALE <u>1" = 30'</u> FIELD BK. <u>N/A</u> DWNG. BY <u>TG</u> CHK. BY <u>TG</u>	<table><tr><th>DATE</th><th>REVISIONS</th></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table>	DATE	REVISIONS										
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