

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 HOLLYWOOD, FLORIDA; AND
5 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

6
7 WHEREAS, Kaliff Corp., a Florida corporation ("Grantor"), is the owner of certain
8 property located in the City of Hollywood, Florida ("Property"), which Property is more
9 particularly described in the legal description and sketch made subject to the Easement
10 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.
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ADOPTED this day of , 2024. **PROPOSED**

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

By: /s/ Christina A. Price 12/13/2023
Christina A. Price (date)
Assistant County Attorney

By: /s/ Annika E. Ashton 12/13/2023
Annika E. Ashton (date)
Deputy County Attorney

Attachment 1

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

Prepared by: Margarita Jaramillo
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 5041 3610 0750

EASEMENT

This Easement, is made this 14th day of August, 2023 ("Effective Date"), by Kel-SF Corp, a Florida corporation, ("Grantor") whose address is 2301 SE 88th Ct, Pompano Beach, FL 33069 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 or 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 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 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 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.
9. Grantee, at its own expense, shall record this fully executed Easement in its entirety in the Official Records of Broward County, Florida.

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

Witness #2

Signature

Print Name of Witness

Business Name

Business Type

By
Signature

Print Name

Title

14th day of August, 2023

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 14th day of August, 2023 by Scott Milgram, the President, on behalf of Keliff Corp, a Florida Corporation, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public:

Signature: Glorimar Santiago

Print Name:

State of Florida

My Commission Expires: 04/10/27

Commission Number: 384893

(Notary Seal)



Glorimar Santiago
Comm.: HH 384893
Expires: April 10, 2027
Notary Public - State of Florida

Approved as to form by the Office of the
Broward County Attorney

By: Christina A. Price
Christina A. Price
Assistant County Attorney

Digitally signed by Christina A. Price
Date: 2023.12.13 16:32:45 -05'00'

Exhibit "A"

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766

PROJECT NUMBER : 8177-16

CLIENT : JOSEPH B. KALLER
+ ASSOCIATES PA

LAND DESCRIPTION AND SKETCH

LAND DESCRIPTION :

A PORTION OF PARCELS "B" AND "C" OF "C & S SUBDIVISION" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 89, PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 'B';

THENCE SOUTH 89°48'30" WEST ALONG THE NORTH LINE OF SAID PARCEL 'B', A DISTANCE OF 142.88 FEET;

THENCE SOUTH 89°25'30" WEST, A DISTANCE OF 16.21 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°11'30" EAST, A DISTANCE OF 52.51 FEET;

THENCE NORTH 89°48'30" EAST, A DISTANCE OF 25.97 FEET;

THENCE SOUTH 00°11'30" EAST, A DISTANCE OF 16.45 FEET;

THENCE NORTH 89°48'30" EAST, A DISTANCE OF 11.64 FEET;

THENCE SOUTH 00°11'30" EAST, A DISTANCE OF 136.28 FEET;

THENCE SOUTH 89°48'30" WEST, A DISTANCE OF 204.39 FEET;

THENCE NORTH 45°03'39" WEST, A DISTANCE OF 63.62 FEET;

THENCE SOUTH 89°56'21" WEST, A DISTANCE OF 29.32 FEET TO A POINT ON A NON TANGENT CURVE (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 82°18'41" WEST);

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 7, HAVING A RADIUS OF 2964.93 FEET, A CENTRAL ANGLE OF 00°23'24" AND AN ARC DISTANCE OF 20.18 FEET;

THENCE NORTH 89°56'21" EAST, A DISTANCE OF 34.95 FEET;

LAND DESCRIPTION CONTINUED...

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	06/27/23	----	AM	REC

LAND
DESCRIPTION &
SKETCH FOR
UTILITY EASEMENT

PROPERTY ADDRESS :
5530 S STATE ROAD 7

SCALE: N/A

SHEET 1 OF 3

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766

PROJECT NUMBER : 8177-16

CLIENT : JOSEPH B. KALLER
+ ASSOCIATES PA

LAND DESCRIPTION AND SKETCH

LAND DESCRIPTION CONTINUED...

THENCE SOUTH 45°03'39" EAST, A DISTANCE OF 63.59 FEET;

THENCE NORTH 89°48'30" EAST, A DISTANCE OF 176.08 FEET;

THENCE NORTH 00°11'30" WEST, A DISTANCE OF 98.75 FEET;

THENCE SOUTH 89°48'30" WEST, A DISTANCE OF 37.61 FEET;

THENCE NORTH 00°11'30" WEST, A DISTANCE OF 66.60 FEET;

THENCE SOUTH 89°48'30" WEST, A DISTANCE OF 204.97 FEET TO A POINT ON A NON-TANGENT CURVE (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 85°02'19" WEST);

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE EAST RIGHT-OF WAY LINE OF STATE ROAD 7, HAVING A RADIUS OF 2964.93 FEET, A CENTRAL ANGLE OF 00°23'17" AND AN ARC DISTANCE OF 20.07 FEET;

THENCE NORTH 89°48'30" EAST ALONG THE NORTH LINE OF SAID PARCEL 'B', A DISTANCE OF 97.48 FEET;

THENCE SOUTH 00°11'30" EAST, A DISTANCE OF 0.95 FEET;

THENCE NORTH 89°25'30" EAST, A DISTANCE OF 125.76 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF "C & S SUBDIVISION", P.B. 89, PG. 40, B.C.R. SAID LINE BEARS S89°52'12"W.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION IN JUNE, 2023. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE STANDARD OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY:

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	06/27/23	----	AM	REC

LAND
DESCRIPTION &
SKETCH FOR
UTILITY EASEMENT

PROPERTY ADDRESS :
5530 S STATE ROAD 7

SCALE: N/A

SHEET 2 OF 3

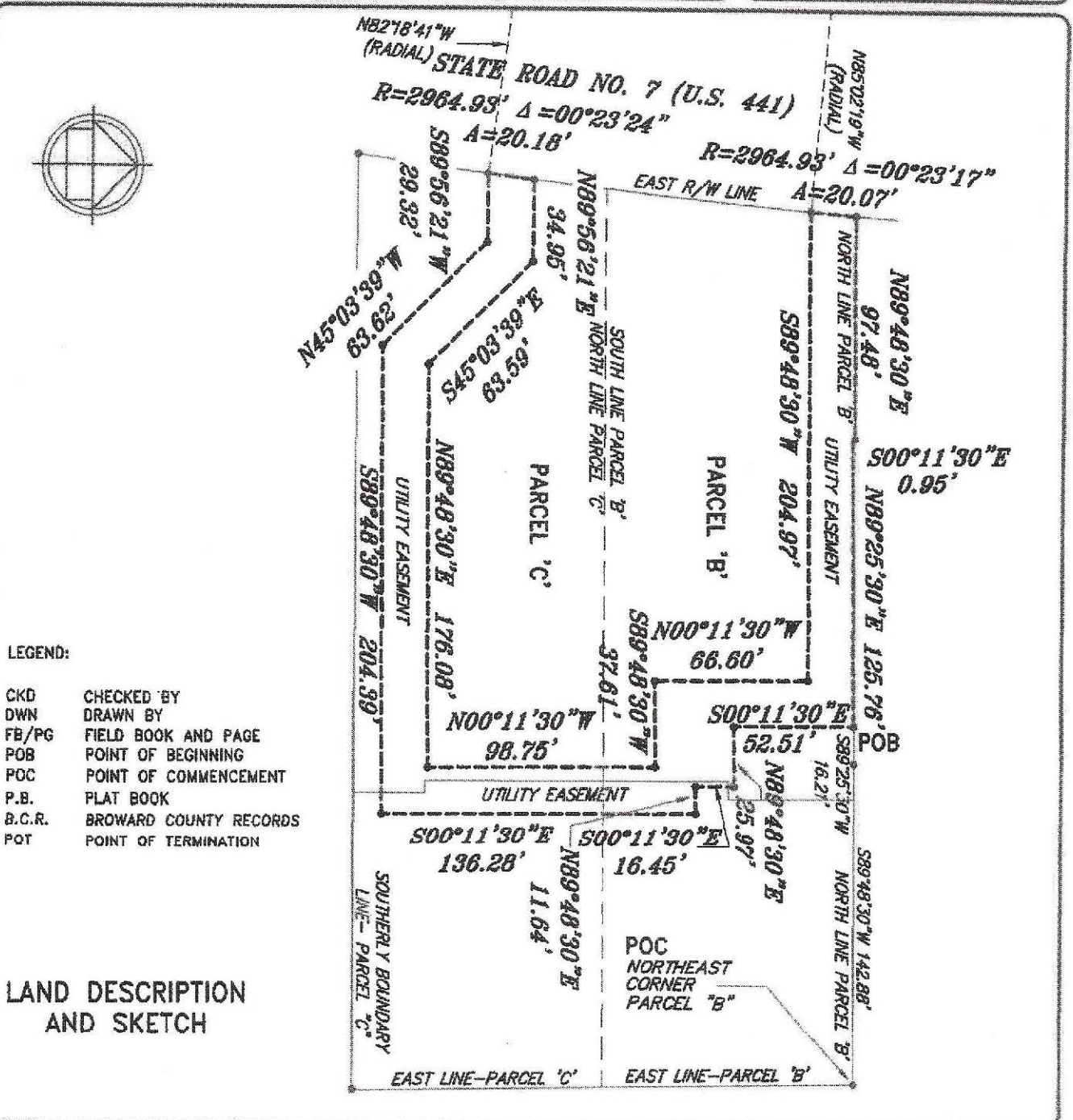
COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 8177-16

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+ ASSOCIATES PA



REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	06/27/23	----	AM	REC

LAND
DESCRIPTION &
SKETCH FOR
UTILITY EASEMENT

PROPERTY ADDRESS :
5530 S STATE ROAD 7

SCALE: 1" = 60'

SHEET 3 OF 3