

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 DAVIE, FLORIDA, AND OWNED BY ESTATES OF ALPINE WOODS
5 ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION; AND
6 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

7
8 WHEREAS, Estates of Alpine Woods Association, Inc., a Florida not for profit
9 corporation, is the owner of certain real property located in Davie, Florida ("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, Estates of Alpine Woods Association, Inc., is willing to grant the
14 Easement to Broward County, Florida ("County"), in accordance with the terms of the
15 Easement; and

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

19 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
20 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 05/02/2025
Reno V. Pierre (date)
Assistant County Attorney

By: /s/ Annika E. Ashton 05/02/2025
Annika E. Ashton (date)
Deputy County Attorney

RVP/sr
Reso - Road Easement from Estates of Alpine Woods Association Inc
05/02/2025
iManage # 1166265v1

Attachment 1

Return to:
Highway Construction & Engineering Division
1 N University Drive, Suite 300
Plantation, Florida 33324-2038

Prepared by:
Reno V. Pierre
Assistant County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio/Parcel ID #: Right of Way

ROAD EASEMENT

This Easement is given by **ESTATES OF ALPINE WOODS ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Grantor"), whose principal address is 8646 Bridle Path Ct., Davie, Florida 33328, in favor of **BROWARD COUNTY**, a political subdivision of the State of Florida ("Grantee"), whose address is 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 on, over, across, under, and through the Easement Area (as defined in Section 2 herein) for public road, sidewalk, and other appropriate purposes incidental thereto ("Easement").
- C. Grantor is willing to grant the Easement to Grantee subject to the terms and conditions 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, successors, and assigns the Easement on, over, under, across, and through a portion of the Property, as more particularly described in **Exhibit A**, attached hereto and made part hereof, together with any incidental or necessary appurtenances thereto ("Easement Area").
3. 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.
4. Grantee, its licensees, agents, independent contractors, successors, and assigns shall have access to the Easement Area for purposes of the Easement, and Grantee shall not access or use any other portion of the Property.
5. Grantor agrees that no obstructions that would interfere or restrict Grantee's use of the Easement or Easement Area shall be placed upon the Property without Grantee's prior written consent. Grantee's use of the Easement shall not impede upon Grantor's, Grantor's agents, employees, representatives, or guests, use of and/or access to the Property. Except for the Easement Area, Grantee shall not disturb Grantor's parking areas, building areas, landscaping, and/or signage on the Property.
6. Grantee, in its use of the Easement, and at its sole cost and expense, may make any non-structural or structural changes, alterations, additions, and improvements to the Easement Area ("Improvements"), as Grantee deems necessary or expedient in Grantee's use of the Easement. Grantee shall provide Grantor with at least forty-eight (48) hours advance notice prior to commencing any Improvements upon the Easement Area. Upon completion of any Improvements on the Easement Area, Grantee shall remove all debris, except as otherwise necessary for the purposes of the Easement.
7. During the term of the Easement, Grantee shall ensure that the Easement and any Improvements installed upon the Easement Area comply with all applicable federal, state, and local laws, including but not limited to any local zoning or code ordinances ("Applicable Laws"). If Grantee, in its use of the Easement, causes the Easement Area to become non-compliant with any Applicable Laws, Grantee, at its sole cost and expense, shall cure the non-compliance within thirty (30) days after receiving written notice from Grantor detailing the non-compliance.
8. Grantee, at its sole cost and expense, shall maintain and repair the Easement and any Improvements installed upon the Easement Area, as determined by Grantee, and shall not cause any damage to the Property.
9. In the event of any existing plant species located upon the Easement Area, including any areca palms ("Plants"), Grantee, at its sole expense, shall relocate the Plants to a location agreed upon by the Parties.

10. Upon request by Grantor, Grantee shall provide Grantor with a boundary survey of the Property and Easement Area.
11. Grantee, in its use of the Easement, shall not cause or permit a lien to attach to the Property.
12. 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.
13. 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.
14. 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 involved 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.
15. 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 below has made and executed this Easement on the respective date under its signature and certifies that he/she has the authority to execute this Easement.

GRANTOR

WITNESSES:


Signature of Witness 1

Pamela Lanier
Print Name of Witness 1

8607 Bridle Path Ct, Davie, FL 33321
Witness 1 (Address)


Signature of Witness 2

Roberto Borge
Print Name of Witness 2

8637 Bridle Path Court, Davie, FL 33328
Witness 2 (Address)

**ESTATES OF ALPINE WOODS
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

By: 

Print Name: Elena Sagitova

Title: President

7th day of February, 2025

ACKNOWLEDGEMENT

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7 day of FEBRUARY, 2025, by ELENA SAGITOVA, as PRESIDENT of ESTATES OF ALPINE WOODS ASSOCIATION, INC., a Florida not-for-profit corporation, ☒ who is personally known to me or ☐ who has produced FL DL as identification.

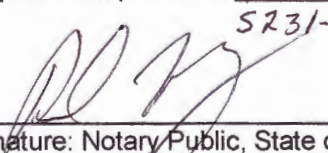
(SEAL)



RICHARD MARKOWITZ
Commission # HH 170814
Expires September 15, 2025
Bonded Thru Budget Notary Services



RICHARD MARKOWITZ
Commission # HH 170814
Expires September 15, 2025
Bonded Thru Budget Notary Services


Signature: Notary Public, State of Florida

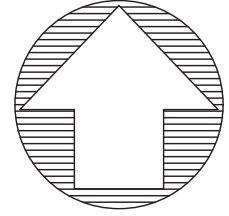
RICHARD MARKOWITZ
Name of Notary Typed, Printed or Stamped

EXHIBIT A
DESCRIPTION OF PROPERTY AND EASEMENT

SKETCH AND DESCRIPTION

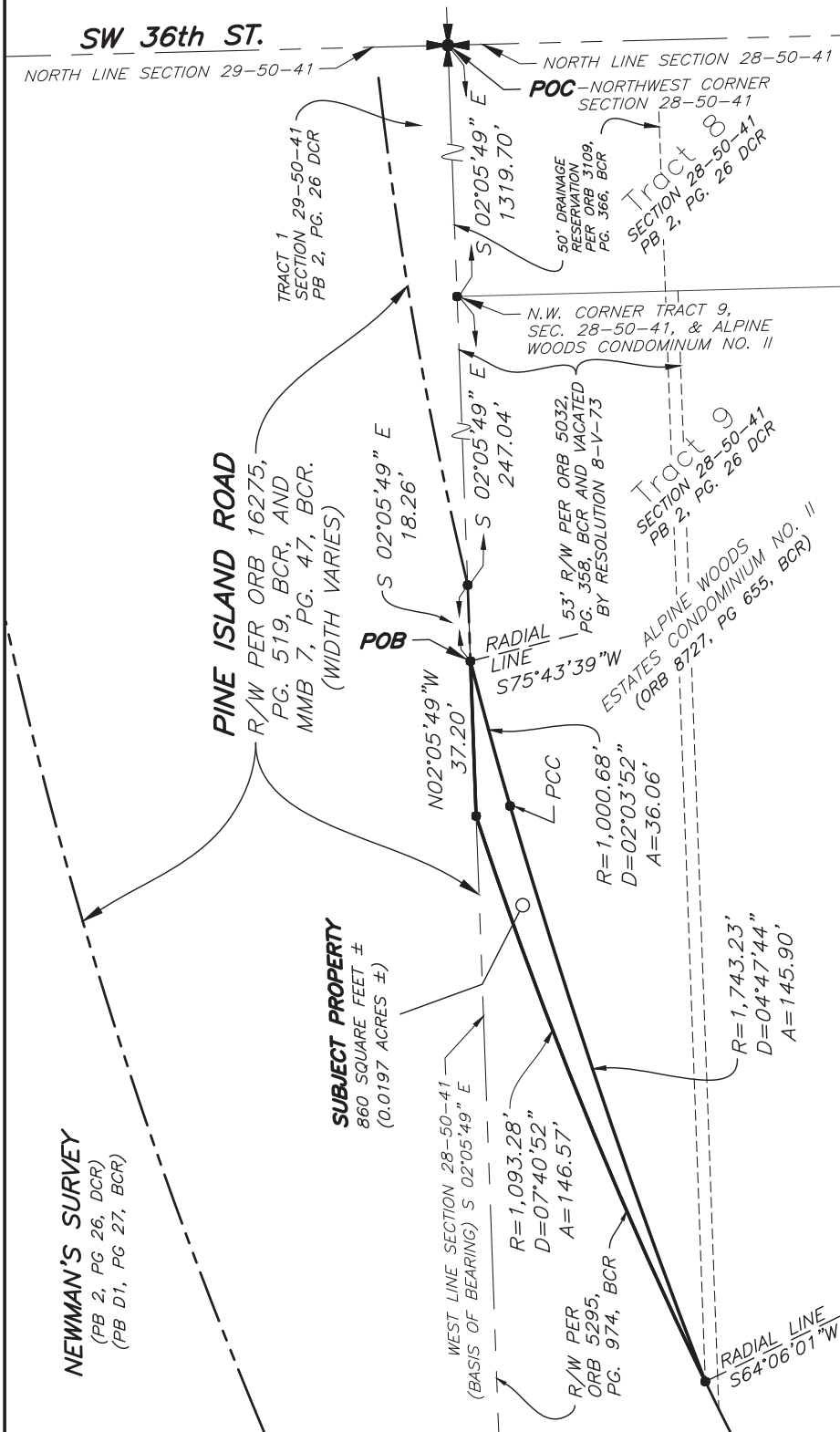
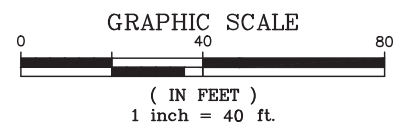
A PORTION OF TRACT 9, SECTION 28, TOWNSHIP 50 SOUTH, RANGE 41 EAST,
"NEWMAN'S SUBDIVISIONS ONE AND TWO", PLAT BOOK 2, PAGE 26, DADE COUNTY RECORDS

**SURVEY PROJECT
NO. 2023-031**



LEGEND

R/W - RIGHT-OF-WAY
ORB - OFFICIAL RECORD BOOK
PB - PLAT BOOK
PG - PAGE
BCR - BROWARD COUNTY RECORDS
DCR - BROWARD COUNTY RECORDS
R - RADIUS
D - CURVE DELTA
A - ARC LENGTH
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PCC - POINT OF COMPOUND CURVATURE



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION AND NOTES ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 1 OF 2

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION

A PORTION OF TRACT 9, SECTION 28, TOWNSHIP 50 SOUTH, RANGE 41 EAST,
"NEWMAN'S SUBDIVISIONS ONE AND TWO", PLAT BOOK 2, PAGE 26, DADE COUNTY RECORDS

**SURVEY PROJECT
NO. 2023-031**

DESCRIPTION

A PORTION OF TRACT 9, SECTION 28, TOWNSHIP 50 SOUTH, RANGE 41 EAST, "NEWMAN'S SUBDIVISIONS ONE AND TWO", AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 28, THENCE SOUTH 02°05'49" EAST ALONG THE WEST LINE OF SECTION 28, A DISTANCE OF 1,319.70 FEET TO NORTHWEST CORNER OF TRACT 9 OF SAID SECTION 28, BEING ALSO THE NORTHWEST CORNER OF "ALPINE WOODS CONDOMINIUM NO II", AS RECORDED IN OFFICIAL RECORDS BOOK 8727, PAGE 655, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUE SOUTH 02°05'49" EAST ALONG SAID WEST LINE, A DISTANCE OF 247.04 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PINE ISLAND ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 16275, PAGE 519, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUE SOUTH 02°05'49" EAST ALONG SAID WEST LINE AND EAST RIGHT OF WAY LINE A DISTANCE OF 18.26 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID LINE, ALONG THE ARC OF A NON-TANGENT CURVE (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 75°43'39" WEST) SOUTHEASTERLY AND CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1,000.68 FEET, THROUGH A CENTRAL ANGLE OF 02°03'52", FOR AN ARC DISTANCE OF 36.06 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A CURVE SOUTHEASTERLY AND CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,743.23 FEET, THROUGH A CENTRAL ANGLE OF 04°47'44", AN ARC DISTANCE OF 145.90 FEET TO A POINT ON A NON-TANGENT CURVE ON THE EAST RIGHT OF WAY LINE OF PINE ISLAND ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 5295, PAGE 974, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND CURVE (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 64°06'01" WEST) NORTHWESTERLY AND CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,093.28 FEET, A CENTRAL ANGLE OF 07°40'52", AN ARC DISTANCE OF 146.57 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID SECTION 28; THENCE CONTINUE NORTH 02°05'49" WEST ALONG THE WEST LINE OF SECTION 28 AND EAST RIGHT OF WAY LINE OF PINE ISLAND ROAD, ALSO BEING THE WEST LINE OF SAID TRACT 9, A DISTANCE OF 37.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 860 SQUARE FEET, (0.0197 ACRES) MORE OR LESS.

SURVEY NOTES

1. THE LAND "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE REVIEWING SURVEYOR.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF SECTION 28, TOWNSHIP 50 SOUTH, RANGE 41 EAST, AND IS ASSUMED TO BE SOUTH 02°05'49" EAST.

SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 2 OF 2

CERTIFICATE

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND DO NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE REQUIREMENTS OF THE STANDARDS OF PRACTICE SET FORTH UNDER RULE 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Brian A Harris

Digitally signed by Brian A Harris
Date: 2025.04.02 15:34:11 -04'00'

BRIAN A. HARRIS

PROFESSIONAL SURVEYOR AND MAPPER #5771, STATE OF FLORIDA

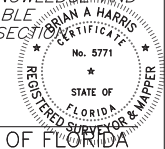
NOT VALID WITHOUT THE RAISED SEAL AND
SIGNATURE OR DIGITAL SIGNATURE OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

DATE OF SKETCH
1/31/2023

DRAWN BY
B.H.

CHECKED BY
EBA

MANAGER
EBA



SKETCH NO. 2023-031 LEGAL.DWG

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 — PLANTATION, FLORIDA 33324-2038

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