

PROPOSED

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, ACCEPTING A TRAFFIC CONTROL DEVICE EASEMENT ON,
3 OVER, ACROSS, AND THROUGH A PORTION OF REAL PROPERTY LOCATED IN
4 THE CITY OF FORT LAUDERDALE, FLORIDA, AND OWNED BY PINE CREST
5 PREPARATORY SCHOOL, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION;
6 AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

7
8 WHEREAS, Pine Crest Preparatory School, Inc., a Florida not-for-profit
9 corporation ("Grantor"), is the owner of certain real property located in the City of Fort
10 Lauderdale, Florida ("Property"), which Property is more particularly described in the legal
11 description and sketch made subject to the Traffic Control Device Easement Agreement,
12 which is attached hereto and made a part hereof as Attachment 1 ("Easement");

13 WHEREAS, Grantor is willing to grant the Easement to Broward County, Florida
14 ("County"), in accordance with the terms of the Easement; and

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

18 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
19 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 , 2026. **PROPOSED**

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

By: /s/ Sunnaz Toreihi 06/16/2026
Sunnaz Toreihi (date)
Assistant County Attorney

By: /s/ Annika E. Ashton 06/16/2026
Annika E. Ashton (date)
Deputy County Attorney

Return recorded copy to:
Broward County
Real Property and Real Estate Development
1 N. University Drive, Mailbox 102A
Plantation, Florida 33324

This document prepared by:
Sunnaz Toreihi
Assistant County Attorney
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

Folio Number: 4942-11-06-0010

TRAFFIC CONTROL DEVICE EASEMENT AGREEMENT

This Traffic Control Device Easement Agreement ("Easement Agreement") is made this 27 day of May, 2026 ("Effective Date"), by Pine Crest Preparatory School, Inc., a Florida not-for-profit corporation ("Grantor"), whose address is 1501 N.E. 62nd Street, Fort Lauderdale, Florida 33334, 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, 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, under, across, and through the Easement Area (as defined in Section 2 herein), for traffic control devices and other appropriate purposes incidental thereto ("Easement").
- C. Grantor is willing to grant the Easement to Grantee subject to the terms and conditions contained 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 reference herein.
2. Grantor hereby grants unto Grantee, its licensees, agents, 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 a part hereof, together with any incidental or necessary appurtenances thereto ("Easement Area").
3. Grantor acknowledges this Easement Agreement overlaps in part with the Sidewalk Easement recorded on September 1, 2010, and identified by Book 47347 Page 481, which provided Grantee with an easement to use the public sidewalk area.
4. Grantor agrees that no obstructions that would interfere with the maintenance or improvement of the Easement shall be placed in the Easement Area without Grantee's prior written consent.
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. Grantee, at its own expense, is required to record this fully executed Easement Agreement in its entirety in the Official Records of Broward County, Florida.

[SIGNATURES ON THE FOLLOWING PAGE]

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

GRANTOR:**WITNESSES:**

Pine Crest Preparatory School, Inc., a
Florida not-for-profit corporation

By: Carrie Andersen,
its General Counsel

By: Carrie Andersen
Name: Carrie Andersen
Title: General Counsel

Date: 5-27-26

[Signature]
Signature of Witness 1

Lisa Stier
Print Name of Witness 1

Address: 13338 SW 41st Street
Dane, FL 33330

[Signature]
Signature of Witness 2

Joanna L. Crank
Print Name of Witness 2

Address: 8 Via Lago
Boynton Beach, FL 33435

[ACKNOWLEDGEMENT ON THE FOLLOWING PAGE]

ACKNOWLEDGEMENT

STATE OF Florida)
) SS:
 COUNTY OF Broward)

The foregoing Easement Agreement was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27th day of May, 2026, by Carrie Andersen, as _____ of _____, a _____, the General Counsel of Pine Crest Preparatory School, Inc., a Florida not-for-profit corporation, on behalf of said _____, who is ☒ is personally known to me or ☐ has produced a valid _____ as identification.

[Notary Seal]



Heather Martin
 Notary Public, State of Florida
 Print Name: Heather Martin
 My Commission Expires: 7-22-29
 My Commission No.: HH701287

EXHIBIT A

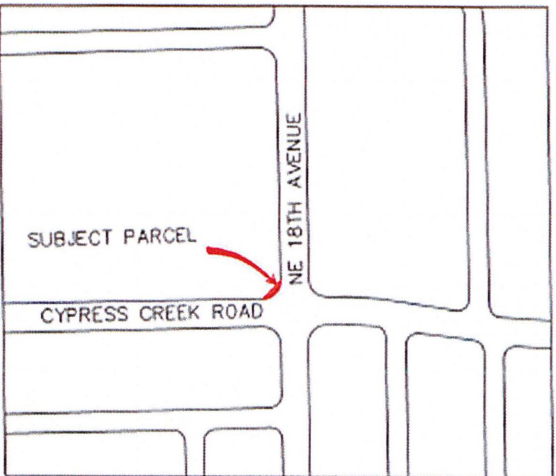
EXHIBIT "A"					SHEET 1 OF 3																
																					
SUBJECT PARCEL CYPRESS CREEK ROAD NE 18TH AVENUE			VICINITY MAP BROWARD COUNTY, FLORIDA NOT TO SCALE																		
<u>CERTIFICATION:</u> I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.																					
 TIMOTHY H. GRAY, PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION No. 6604 STATE OF FLORIDA																					
<u>SURVEY NOTES:</u> 1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR. THIS SKETCH IS NOT A BOUNDARY SURVEY. 2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. 4. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID. 5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD. 6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 89°59'42" EAST, ALONG THE SOUTH LINE OF PARCEL 'A', CORAL RIDGE ISLES, AS RECORDED IN PLAT BOOK 45, PAGE 47 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.																					
THIS IS NOT A SURVEY, <i>but only a graphic depiction of the description shown hereon or attached hereto. There are no monuments set in connection with the preparation of the information shown hereon. Broward County makes no representation or guarantees as to the information shown hereon pertaining to easements, rights-of-ways, setback lines, reservations agreements, etc., nor is it the intent of this instrument to reflect all such matters. Such information should be obtained and confirmed by others through appropriate title verification.</i>			<u>LEGEND:</u> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">B.C.R. = BROWARD COUNTY RECORDS</td> <td style="width: 50%;">(P) = PLAT</td> </tr> <tr> <td>SQ. FT. = SQUARE FEET</td> <td>PS = PLAT BOOK</td> </tr> <tr> <td>± = MORE OR LESS</td> <td>PG = PAGE</td> </tr> <tr> <td>P.O.B. = POINT OF BEGINNING</td> <td>R/W = RIGHT-OF-WAY</td> </tr> </table>			B.C.R. = BROWARD COUNTY RECORDS	(P) = PLAT	SQ. FT. = SQUARE FEET	PS = PLAT BOOK	± = MORE OR LESS	PG = PAGE	P.O.B. = POINT OF BEGINNING	R/W = RIGHT-OF-WAY								
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BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION																					

EXHIBIT "A"

SHEET 2 OF 3

LEGAL DESCRIPTION:

A PORTION OF PARCEL "A", CORAL RIDGE ISLES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 45, PAGE 47 OF PUBLIC RECORDS OF BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF SAID PARCEL "A", THENCE NORTH 00°00'18" WEST, 5.00 FEET; THENCE NORTH 42°53'22" EAST, 36.70 FEET, THENCE SOUTH 01°10'45" EAST, 6.81 FEET TO THE POINT OF CURVATURE OF A RADIAL CURVE, CONCAVE TO THE RIGHT, WITH A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°10'27" AND AN ARC DISTANCE OF 39.35 FEET TO THE POINT OF BEGINNING.

ALL SAID LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING 327 SQUARE FEET, MORE OR LESS.

3.		
2.		
1.02/27/2026	REVISE LIMITS	TG
DATE	REVISIONS	BY

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BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

