

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, New Life Pentecostal Church Miracle Center Inc., a Florida not for
8 profit corporation (“Grantor”), is the owner of certain property located in the City of
9 Hollywood, 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.

ADOPTED this day of , 2024. **PROPOSED**

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

By: /s/ Christina A. Price 01/29/2024
Christina A. Price (date)
Assistant County Attorney

By: /s/ Annika E. Ashton 01/29/2024
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: 5141-13-18-0260

EASEMENT

This Easement Agreement (“Easement Agreement”) is made this 14 day of December, 2023 (“Effective Date”), by New Life Pentecostal Church Miracle Center, a Florida Corporation (“Grantor”) whose address is 116 SW 61st Terrace, Hollywood, FL 33023, 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 being 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 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, shall record this fully executed Easement Agreement 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]
Signature
RAF JIMADU
Print Name of Witness

Witness #2
[Signature]
Signature
Gerson M. No
Print Name of Witness

New Life Pentecostal Church
Miracle Center, inc.
Business Name
Florida Corporation
Business Type
By [Signature]
Signature
Isaac Falodun
Print Name
President/Pastor (PD)
Title

14 day of Dec, 2023

Approved as to form by the Office of he Broward County Attorney
By: Christina A. Price Digitally signed by Christina A. Price
Date: 2024.01.29 16:10:31 -05'00'
Christina A. Price
Assistant County Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 14 day of Dec, 2023, by Isaac Falodun, the President/Pastor (PD), on behalf of New Life Pentecostal Church Miracle Center, Inc., a Florida Corporation who is personally known to me or who has produced Drivers License as identification.

Notary Public:
[Signature]
Signature: Brad Braccio
Print Name:

State of Florida
My Commission Expires: 3/2/2027
Commission Number: HH368351

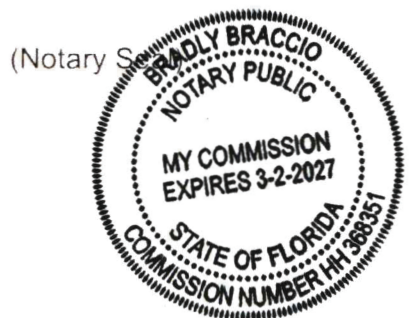


EXHIBIT A

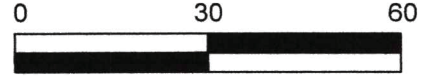
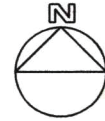
Description:

A portion of Lot 25, LYNDON PARK, according to the plat thereof as recorded in Plat Book 29, page 25, Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the most Northerly Corner of said lot 24, said corner bears North $67^{\circ}46'27''$ West, (assumed meridian) (plat bearing North $64^{\circ}44'03''$ West) to the radius point of the next described curve and common the northerly line of said Lot 25 and the southerly right of way line for Van Buren Street; thence southeasterly along the northerly line of said Lot 25, a circular curve to the left, having a radius of 100.00 feet, a chord bearing of South $22^{\circ}33'08''$ West, a central angle of $00^{\circ}39'00''$, for an arc distance of 1.13 feet to the Point of Beginning; thence continue along said northerly line, circular curve to the left, having a radius of 100.00 feet, a chord bearing of South $30^{\circ}12'38''$ West, a central angle of $14^{\circ}44'00''$, for an arc distance of 25.53 feet; thence South $68^{\circ}44'11''$ East, 12.68 feet; thence North $26^{\circ}35'21''$ East, 25.33 feet; thence North $68^{\circ}44'11''$ West, 14.30 feet to the Point of Beginning

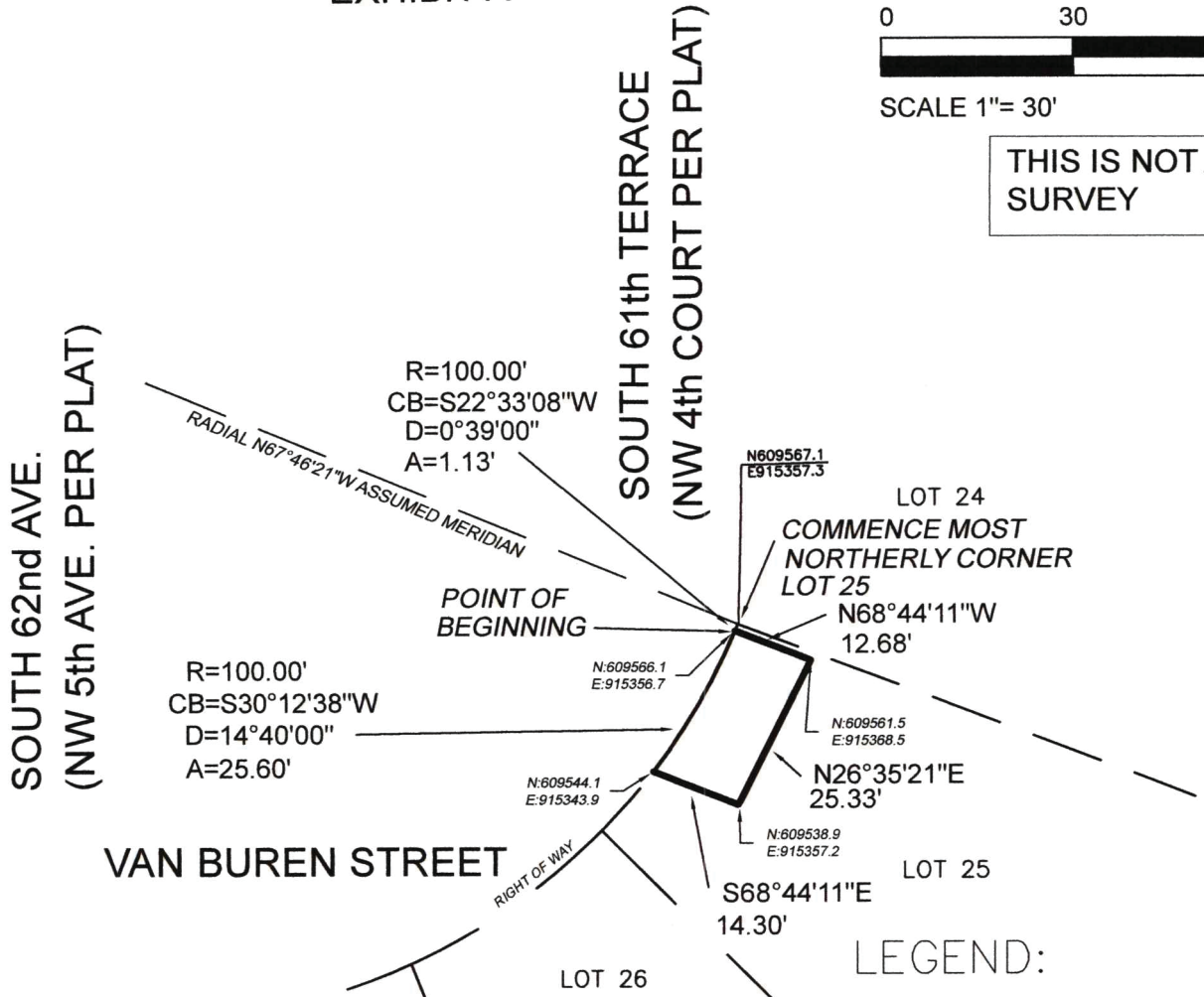
And containing 326.2 Square Feet or 0.007 Acres more or less

EXHIBIT A



SCALE 1"= 30'

THIS IS NOT A SURVEY



LEGEND:

- R=Radius
- D=Central Angle
- A=Arc Distance
- CB=Chord Bearing

Surveyor:
This description was prepared for the purpose of granting an EASEMENT and should be considered incomplete without both SHEETS 1 AND 2.
Not valid without an original signature and embossed seal of the undersigned. Pursuant to F.S. 5J-17.062 (2),(3) an electronic signature and seal may be authorized by the surveyor and placed hereon. Modifications or revisions are not permitted.
Florida Department of Agriculture Certificate of Authorization number is LB-7737.

TEAM SURVEYING SOLUTIONS

Gregory Mire
Professional Surveyor and Mapper No 4437 State of Florida
Date 8/20/2023



Prepared by:
TEAM SURVEYING SOLUTIONS

1120 Southwest 19th Avenue
Fort Lauderdale, Florida 33312
(954) 709-5995