

Return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

Prepared and approved as to form by:
Christina A. Price
Broward County Attorney's Office
115 S Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio Number: 4841-34-00-0023

******This document amends, restates, renews, and replaces in its entirety the Easement Agreement recorded on June 18, 2019, as Instrument #115877544, in the Official Records of Broward County, Florida.**

**AMENDED AND RESTATED UTILITY AND ACCESS EASEMENT AGREEMENT
BETWEEN CITY OF TAMARAC AND BROWARD COUNTY**

This Amended and Restated Utility and Access Easement Agreement ("Easement Agreement") between City of Tamarac, a Florida municipal corporation ("Grantor"), whose address is 7525 Northwest 88 Avenue, Tamarac, Florida 33321, and Broward County, a political subdivision of the State of Florida ("Grantee"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, is entered into and effective as of the date this Easement Agreement is accepted and executed by Grantee. 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 property located at 6601 Southgate Boulevard, Tamarac, Florida 33321, as more particularly described in Exhibit A, attached hereto and made a part hereof ("Property").
- B. Grantee desires an unrestricted, perpetual, and nonexclusive utility and access easement on, over, under, across, and through the Easement Area, as defined in Section 2, for the construction, installation, operation, maintenance, repair, and replacement of wastewater pipes ("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, successors, and assigns, the Easement together with any incidental or necessary appurtenances thereto ("Easement Area"), which Easement Area is further described in **Exhibit B** attached hereto and made a part hereof.
3. This grant of the Easement shall be limited to the right (i) of ingress, egress, and access on, over, under, across, and through the Easement Area; and (ii) to install, operate, maintain, repair, and replace wastewater pipes and appurtenance equipment within the Easement Area.
4. 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.
5. 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.
6. 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.
7. This Easement Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Easement Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
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.

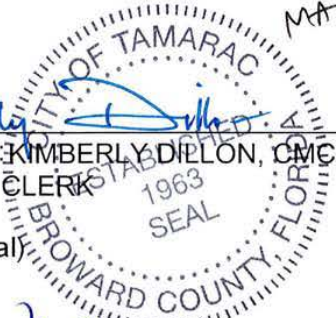
9. Grantee, at its own expense, shall record this fully executed Easement Agreement in its entirety in the Official Records of Broward County, Florida.
10. Each individual executing this Easement Agreement on behalf of a Party hereto represents and warrants that he or she is, on the date he or she signs this Easement Agreement, duly authorized by all necessary and appropriate action to execute this Easement Agreement on behalf of such Party and does so with full legal authority.
11. This Easement Agreement amends, restates, renews, and replaces in its entirety the Easement Agreement recorded on June 18, 2019, as Instrument #115877544, in the Official Records of Broward County, Florida.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Easement Agreement on the respective date under its signature: CITY OF TAMARAC, signing by and through its Mayor, authorized to execute same, and BROWARD COUNTY, through its Board of County Commissioners, signing by and through it Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 2024 (Agenda Item # ___).

GRANTOR

ATTEST:

Kimberly Dillon
Print Name: KIMBERLY DILLON, CMC
Title: CITY CLERK
(Official Seal)



CITY OF TAMARAC a Florida municipal corporation

By: *Michelle J. Gomez*
Print Name: MICHELLE J. GOMEZ
Title: MAYOR

19 day of JANUARY, 2024

APPROVED AS TO FORM:

Hans Ottinot
By: _____
Print Name: HANS OTTINOT
Title: CITY ATTORNEY

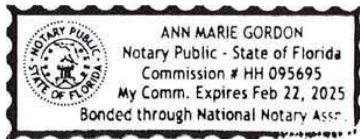
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 19th day of JANUARY, 2024, by MICHELLE J. GOMEZ, the MAYOR of CITY OF TAMARAC, a Florida municipal corporation who is personally known to me or who has produced _____ as identification.

Notary Public:

Ann Marie Gordon
Signature: ANN MARIE GORDON
Print _____ Name: _____



State of Florida
My Commission Expires: 2/22/2024
Commission Number: _____

**AMENDED AND RESTATED UTILITY AND ACCESS EASEMENT AGREEMENT
BETWEEN CITY OF TAMARAC AND BROWARD COUNTY**

Accepted by:

BROWARD COUNTY

<p>ATTEST:</p> <p>_____ Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners</p>	<p>BROWARD COUNTY, by and through its Board of County Commissioners</p> <p>By _____ Mayor</p> <p>____ day of _____, 2024</p>
	<p>Approved as to form by Andrew J. Meyers Broward County Attorney 115 South Andrews Avenue, Suite 423 Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641</p> <p>By _____ Christina A. Price (Date) Assistant County Attorney</p> <p>By _____ Annika E. Ashton (Date) Deputy County Attorney</p>

EXHIBIT A

Legal Description:

A portion of that certain 100 foot Canal, lying East and North of Parcel "B", SOUTHGATE GARDENS, according to the plat thereof, as recorded in Plat Book 77, Page 27, of the public records of Broward County, Florida, being a portion of the Southeast one-quarter (SE ¼) of Section 34, Township 48 South, Range 41 East, Broward County, Florida, more fully described as follows:

Commencing at the Southwest corner of said Section 34; thence South 88°46'37" East, on the South line of said Section 34, a distance of 2918.43 feet; thence North 00°14'17" West, on the Southerly extension of the West line of said 100 foot Canal, a distance of 242.79 feet to the Point of Beginning; thence continuing North 00°14'17" West, on said West line, a distance of 298.04 feet; thence South 89°33'35" East, on the South right-of-way line of the C-14 Canal, a distance of 100.01 feet; thence South 00°14'17" East, on the East line of said 100 foot Canal, a distance of 332.17 feet; thence North 70°47'08" West, on the North right-of-way line of Southgate Boulevard (106 foot right-of-way), a distance of 106.05 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Tamarac, Broward County, Florida.

Site Address:

6601 Southgate Boulevard, Tamarac, Florida 33321

Folio Number:

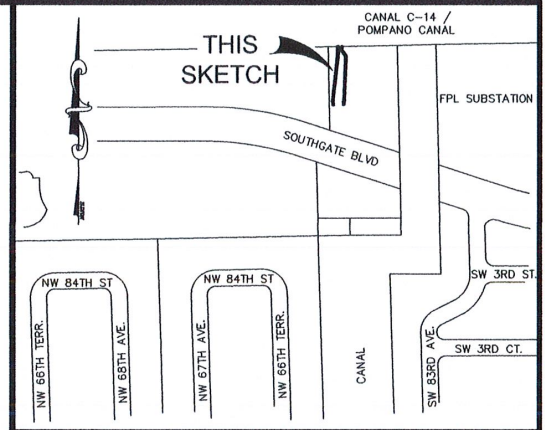
4841 34 00 0023

EXHIBIT B

EASEMENT AREA

LEGEND:

- ± MORE OR LESS
- B.C.R. BROWARD COUNTY RECORDS
- FP&L FLORIDA POWER & LIGHT COMPANY
- LB FLORIDA LICENSED BUSINESS NUMBER
- NTS NOT TO SCALE
- O.R.B. OFFICIAL RECORDS BOOK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT OF WAY
- P.B. PLAT BOOK
- PG. PAGE



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR, BASED UPON THE LOCATIONS AND DIMENSIONS AS PER THE SOUTHGATE METER RECORD DRAWINGS, PROJECT NUMBER 6005-110235, SHEET C-6, AS PREPARED BY CDM SMITH, DATED APRIL 2021, AND PROVIDED BY THE CLIENT.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. 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. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 72°12'14" WEST ALONG THE NORTH LINE OF SOUTHGATE BOULEVARD, AS RECORDED IN OFFICIAL RECORDS BOOK 4901, PAGE 372, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 30' OR SMALLER.

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 SEPTEMBER 3, 2021 MEETS THE STANDARDS OF PRACTICE AS PER 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:
2021.09.08
13:29:54-04'00'

UTILITY EASEMENT

SKETCH & DESCRIPTION

A PORTION OF THE
SOUTHEAST QUARTER
SECTION 34,
TOWNSHIP 48 S., RANGE 41 E.

CITY OF TAMARAC, BROWARD COUNTY, FLORIDA



CONSULTING ENGINEERS
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 3

DRAWING NO. 11000.02 - SOUTHGATE CA1 SKETCH AND LEGAL

DATE 10/12/17

SCALE N/A

FIELD BK. N/A

DWNG. BY THG

CHK. BY LP

DATE	REVISIONS
2/22/18	UPDATED FPL RECORDING DATA
9/03/21	UPDATE PER AS-BUILT LOC'N

EXHIBIT B

EASEMENT AREA

LEGAL DESCRIPTION:

PORTIONS OF THE SOUTHEAST ONE-QUARTER (S.E. ¼) OF SECTION 34, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "A", "NORTH LAUDERDALE VILLAGE SECTION TWO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77, PAGE 4, BROWARD COUNTY PUBLIC RECORDS, THENCE, ALONG THE WEST LINE OF A 120' CANAL RIGHT OF WAY AS DESCRIBED IN O.R.B. 4151, PAGE 969, BROWARD COUNTY RECORDS, NORTH 01'14'18" WEST, 202.78' TO THE INTERSECTION WITH THE NORTH LINE OF SOUTHGATE BOULEVARD, A 106' RIGHT OF WAY AS DESCRIBED IN O.R.B. 4901, PAGE 372, BROWARD COUNTY RECORDS; THENCE, ALONG SAID NORTH LINE, NORTH 72'12'14" WEST, 227.76'; THENCE NORTH 01'14'18" WEST, 79.33' TO THE INTERSECTION WITH THE SOUTH LINE OF AN 180' FP&L EASEMENT AS RECORDED IN O.R.B. 4010, PG. 477, BROWARD COUNTY RECORDS; THENCE ALONG SAID SOUTH LINE, NORTH 89'01'18" EAST, 10.89' TO THE POINT OF BEGINNING OF THE HEREON DESCRIBED PROPERTY;

THENCE NORTH 08'02'42" WEST, 12.05'; THENCE NORTH 08'50'28" EAST, 16.78'; THENCE NORTH 06'05'55" EAST, 129.55'; THENCE NORTH 00'02'43" EAST, 12.57'; THENCE NORTH 00'58'42" WEST, 10.38' TO THE SOUTH LINE OF THE C-14 CANAL (BROWARD COUNTY FOLIO NUMBER 4841-34-00-0110); THENCE, ALONG SAID SOUTH LINE, NORTH 89'01'18" EAST, 4.00'; THENCE SOUTH 00'58'42" EAST, 10.42'; THENCE SOUTH 00'02'43" WEST, 12.81'; THENCE SOUTH 06'05'55" WEST, 129.86'; THENCE SOUTH 08'50'28" WEST, 16.28'; THENCE SOUTH 08'02'42" EAST, 11.95' TO SAID SOUTH LINE OF SAID 180' FP&L EASEMENT, THENCE, ALONG SAID SOUTH LINE, SOUTH 89'01'18" WEST, 4.03' TO THE POINT OF BEGINNING;

SAID LANDS LYING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA AND CONTAINING 725 SQUARE FEET, MORE OR LESS.

PARCEL 2:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "A", "NORTH LAUDERDALE VILLAGE SECTION TWO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77, PAGE 4, BROWARD COUNTY PUBLIC RECORDS, THENCE, ALONG THE WEST LINE OF A 120' CANAL RIGHT OF WAY AS DESCRIBED IN O.R.B. 4151, PAGE 969, BROWARD COUNTY RECORDS, NORTH 01'14'18" WEST, 202.78' TO THE INTERSECTION WITH THE NORTH LINE OF SOUTHGATE BOULEVARD, A 106' RIGHT OF WAY AS DESCRIBED IN O.R.B. 4901, PAGE 372, BROWARD COUNTY RECORDS; THENCE, ALONG SAID NORTH LINE, NORTH 72'12'14" WEST, 227.76'; THENCE NORTH 01'14'18" WEST, 79.33' TO THE INTERSECTION WITH THE SOUTH LINE OF AN 180' FP&L EASEMENT AS RECORDED IN O.R.B. 4010, PG. 477, BROWARD COUNTY RECORDS AND FURTHER RE-RECORDED IN O.R.B. 4678, PAGE 714, BROWARD COUNTY RECORDS; THENCE ALONG SAID SOUTH LINE, NORTH 89'01'18" EAST, 43.28' TO THE POINT OF BEGINNING OF THE HERON DESCRIBED PROPERTY;

THENCE NORTH 05'20'36" EAST, 10.79'; THENCE NORTH 03'29'08" EAST, 18.04"; THENCE NORTH 02'18'40" EAST, 120.80'; THENCE NORTH 35'25'19" WEST, 22.97'; THENCE NORTH 00'58'42" WEST, 11.74' TO THE SOUTH LINE OF THE C-14 CANAL (BROWARD COUNTY FOLIO NUMBER 4841-34-00-0110); THENCE, ALONG SAID SOUTH LINE, NORTH 89'01'18" EAST, 4.00'; THENCE SOUTH 00'58'42" EAST, 10.42'; THENCE SOUTH 35'25'19" EAST, 23.10'; THENCE SOUTH 02'18'40" WEST, 122.21'; THENCE SOUTH 03'29'08" WEST, 18.15"; THENCE SOUTH 05'20'36" WEST, 10.41' TO SAID SOUTH LINE OF SAID 180' FP&L EASEMENT, THENCE, ALONG SAID SOUTH LINE, SOUTH 89'01'18" WEST, 4.02' TO THE POINT OF BEGINNING;

SAID LANDS LYING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA AND CONTAINING 737 SQUARE FEET, MORE OR LESS.

UTILITY EASEMENT

SKETCH & DESCRIPTION

A PORTION OF THE
SOUTHEAST QUARTER
SECTION 34,
TOWNSHIP 48 S., RANGE 41 E.

CITY OF TAMARAC, BROWARD COUNTY, FLORIDA



CONSULTING ENGINEERS
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 3

DRAWING NO. 11000.02 - SOUTHGATE CA1 SKETCH AND LEGAL

DATE 10/12/17

SCALE N/A

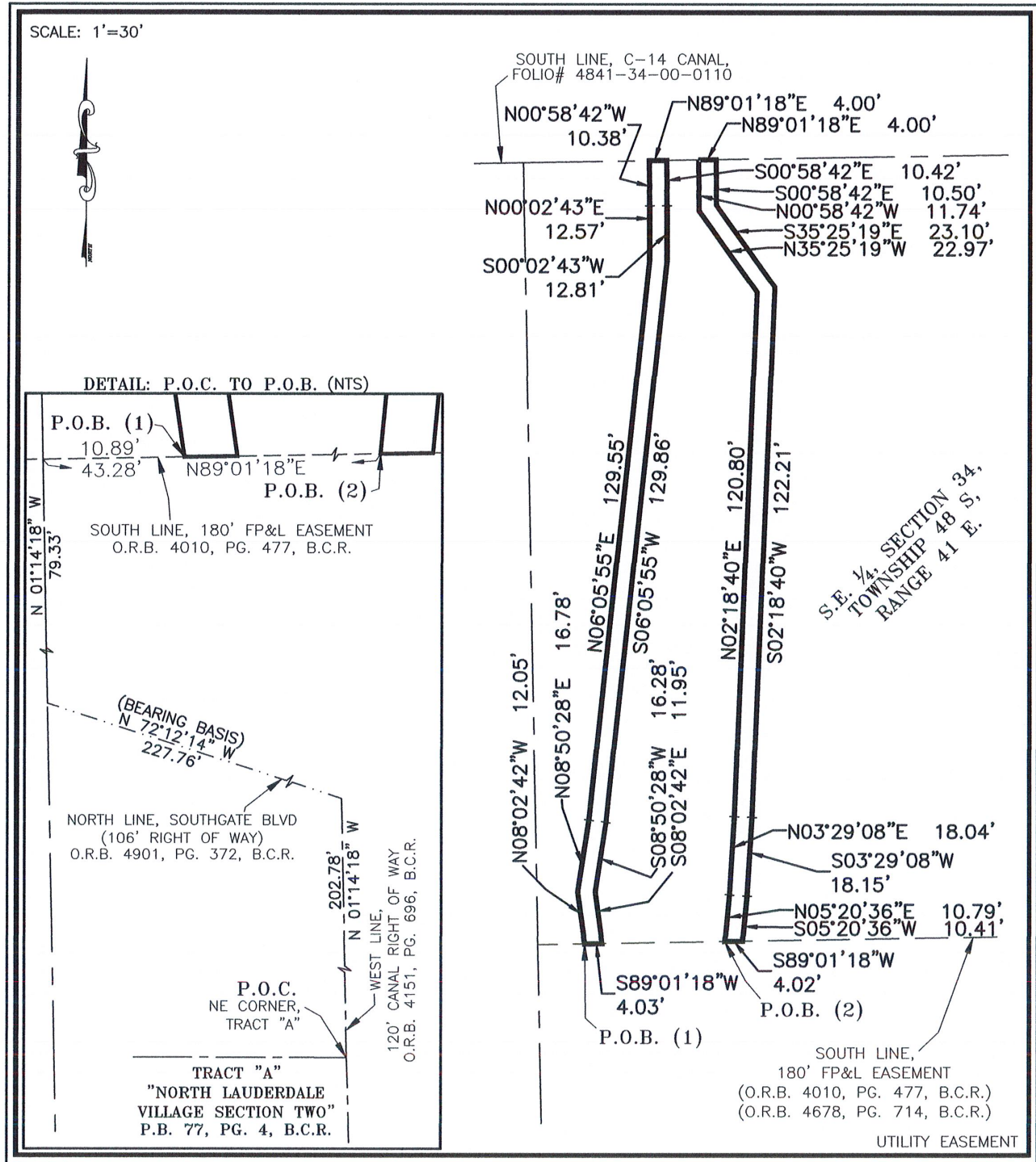
FIELD BK. N/A

DWNG. BY THG

CHK. BY LP

DATE	REVISIONS
2/22/18	UPDATED FPL RECORDING DATA
9/03/21	UPDATE PER AS-BUILT LOC'N

EXHIBIT B
EASEMENT AREA



SKETCH & DESCRIPTION

A PORTION OF THE
SOUTHEAST QUARTER
SECTION 34,
TOWNSHIP 48 S., RANGE 41 E.

CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

KEITH ASSOCIATES INC.
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EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 3 OF 3
DRAWING NO. 11000.02 - SOUTHGATE CA1 SKETCH AND LEGAL

DATE 10/12/17
SCALE 1"=30'
FIELD BK. N/A
DWNG. BY THG
CHK. BY LP

DATE	REVISIONS
2/22/18	UPDATED FPL RECORDING DATA
9/03/21	UPDATE PER AS-BUILT LOC'N