

## **EASEMENT AGREEMENT**

This EASEMENT AGREEMENT ("Agreement"), made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016, is between The School Board of Broward County, Florida, a body corporate existing under the laws of the State of Florida, with offices at 600 S.E. 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301 ("Grantor"), and Broward County, a political subdivision of the State of Florida, whose address is Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County").

### **RECITALS:**

**WHEREAS**, Grantor is the owner of certain real property located in Broward County, Florida, and more particularly described as follows:

See Exhibit "A," attached hereto and made a part hereof ("Property"); and

**WHEREAS**, County desires a perpetual easement on, over, across, and through a portion of said Property, as more particularly described on Exhibit "B," attached hereto and made a part hereof, together with any incidental or necessary appurtenances thereto ("Easement Area"), for public utilities or other appropriate purposes incidental thereto ("Easement"); and

**WHEREAS**, Grantor is willing to grant the Easement to County upon the terms herein;

**NOW THEREFORE**, for good and valuable consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals set forth in the above WHEREAS clauses are true, accurate, and incorporated herein by this reference.
2. Grantor hereby grants unto County the Easement in accordance with the terms of this Agreement. The Easement allows County to construct, maintain, repair, install, and rebuild facilities for public utilities or other appropriate purposes incidental thereto.
3. The Easement, as described herein, shall include the right of ingress and egress over the Property for the purposes of the Easement.
4. Grantor may, for its own purposes, utilize the Property in any manner that does not unreasonably interfere with County's exercise of the Easement.

5. To the extent permitted by law, and without either party waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes, each party is responsible for all personal injury and property damage caused, either by commission or omission, by that party and the officers, employees, and agents thereof.
6. County covenants and agrees that if any portion of the Property or Easement Area is disturbed, damaged, or destroyed by County, at any time, County shall, at its sole expense, and as soon as reasonably possible, restore the disturbed, damaged, or destroyed portion of the Property or Easement Area to its original condition to allow for Grantor's use.
7. County shall, at its sole expense, properly and appropriately maintain and repair the facilities built on or within the Easement Area, in whole or in part, as necessary. Any and all costs and expenses associated with the operation of the Easement, to include, but not be limited to, liability insurance, maintenance, repair, refurbishment, replacement, and the like, shall be the sole responsibility of County.
8. Grantor acknowledges that it owns the Property and Easement Area.
9. This Easement may not be modified or rescinded in any respect, in whole or in part, except by the authorization of the Grantor, and then only by written instrument, duly executed, acknowledged, and recorded in the Public Records of Broward County, Florida, at County's expense.
10. County shall record this fully executed Agreement in its entirety in the Public Records of Broward County, Florida.
11. If County abandons or otherwise discontinues use of this Easement, then Grantor shall rescind this Easement by written instrument, duly executed, acknowledged, and recorded in the Public Records of Broward County, Florida, at County's expense; and County shall, at its sole expense, and as soon as reasonably possible, remove the public utilities from the Easement Area and restore the Easement Area to its original condition to allow for Grantor's use.
12. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
13. This Agreement contains the entire agreement between the parties relating to the Easement granted and obligations assumed pursuant to this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the party to be charged therewith.

IN WITNESS WHEREOF, Grantor has executed this Easement Agreement as of the date first above written.

GRANTOR

(Corporate Seal)

The School Board of Broward County, Florida

By: \_\_\_\_\_  
Dr. Rosalind Osgood, Chair

ATTEST

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*Rosalind Osgood*  
\_\_\_\_\_  
Office of the General Counsel

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

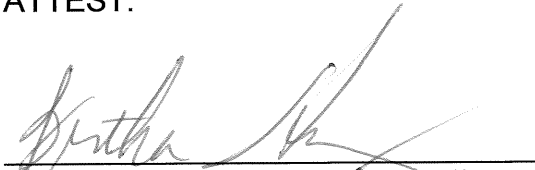
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for said County and State  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

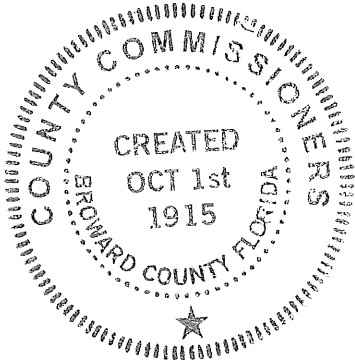
COUNTY

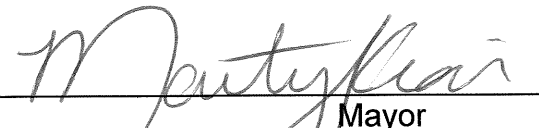
BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:




County Administrator and Ex-Officio  
Clerk of the Board of  
County Commissioners of  
Broward County, Florida




By  Mayor

1<sup>st</sup> day of December, 20 15.  
(Item #10)

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By  10/20/15  
Carlos A. Rodriguez-Cabarrocas (Date)  
Assistant County Attorney

APPROVED

By  10/20/15  
James D. Rowlee (Date)  
Senior Assistant County Attorney

CRC/dnt  
09/01/15  
Meli Park  
15-089.65

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION:**

The North 521' of the East 1/2 of Tract 13, together with the North 521' of Tracts 14 and 15, Tract 2, Section 32, Township 50 South, Range 42 East per "PLAT of SECTION's 28, 29, 31 and 32, Township 50 South, Range 42 East, as recorded in Plat Book 2, Page 32 of the Public Records of Dade County, Florida. Said land being in the City of Dania Beach, Broward County, Florida.

### **ADDITIONAL PROPERTY IDENTIFIERS:**

Street Address of Park:  
2900 S.W. 52nd Street, Dania Beach, FL 33312

Tax Folio Number: 5042-32-01-0541

**DESCRIPTION: UTILITY EASEMENT (EXHIBIT "B")**

A PORTION OF TRACTS 13 AND 14, OF BLOCK 2, SECTION 32, PLAT OF "SEC'S 28, 29, 31 AND 32", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF "PARKVIEW MANOR" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°59'14" WEST ALONG SOUTH LINE OF SAID PLAT, A DISTANCE OF 135.41 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 01°27'14" WEST, A DISTANCE OF 30.01 FEET; THENCE NORTH 89°59'14" WEST, A DISTANCE OF 6.35 FEET; THENCE SOUTH 01°01'54" WEST, A DISTANCE OF 170.81 FEET; THENCE SOUTH 01°56'51" WEST, A DISTANCE OF 313.07 FEET; THENCE SOUTH 85°13'02" EAST, A DISTANCE OF 87.61 FEET TO A POINT ON THE NORTH LINE OF PARK PARCEL, "RAVENSWOOD NORTH" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 108, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°58'58" WEST ALONG SAID NORTH LINE, A DISTANCE OF 112.57 FEET; THENCE NORTH 01°56'51" EAST, A DISTANCE OF 321.00 FEET; THENCE NORTH 01°01'54" EAST, A DISTANCE OF 170.17 FEET; THENCE NORTH 89°59'14" WEST ALONG A LINE PARALLEL WITH AND 30.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID "PARKVIEW MANOR", A DISTANCE OF A DISTANCE OF 328.66 FEET; THENCE NORTH 00°00'46" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF "ROSE MANOR" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 42, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°59'14" EAST, ALONG THE SOUTH LINES OF SAID "ROSE MANOR" AND SAID "PARKVIEW MANOR", A DISTANCE OF 360.77 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS LYING IN NORTHWEST QUARTER (1/4) OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND SITUATE IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 23,409 SQUARE FEET (0.537 ACRES) MORE OR LESS.

**NOTES:**

1. THE BEARINGS REFERENCED HEREON ARE BASED ON A BEARING OF NORTH 89° 58' 58" WEST ALONG THE NORTH BOUNDARY OF PARK PARCEL AS SHOWN ON THE PLAT OF "RAVENSWOOD NORTH", PLAT BOOK 108, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY RECORDS, FLORIDA.
2. THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.
3. UNLESS THIS SKETCH AND DESCRIPTION BEARS THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS SKETCH AND DESCRIPTION INVALID.

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NUMBER LB271

 **PRINTED ON**  
**MAY 14 2015**

RAYMOND YOUNG  
PROFESSIONAL SURVEYOR AND MAPPER NO. 5799  
STATE OF FLORIDA

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



# CRAVEN • THOMPSON & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD STREET FORT LAUDERDALE, FLORIDA 33309 (954) 739-6400

FAX: (954) 739-6409

 FOR: **SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

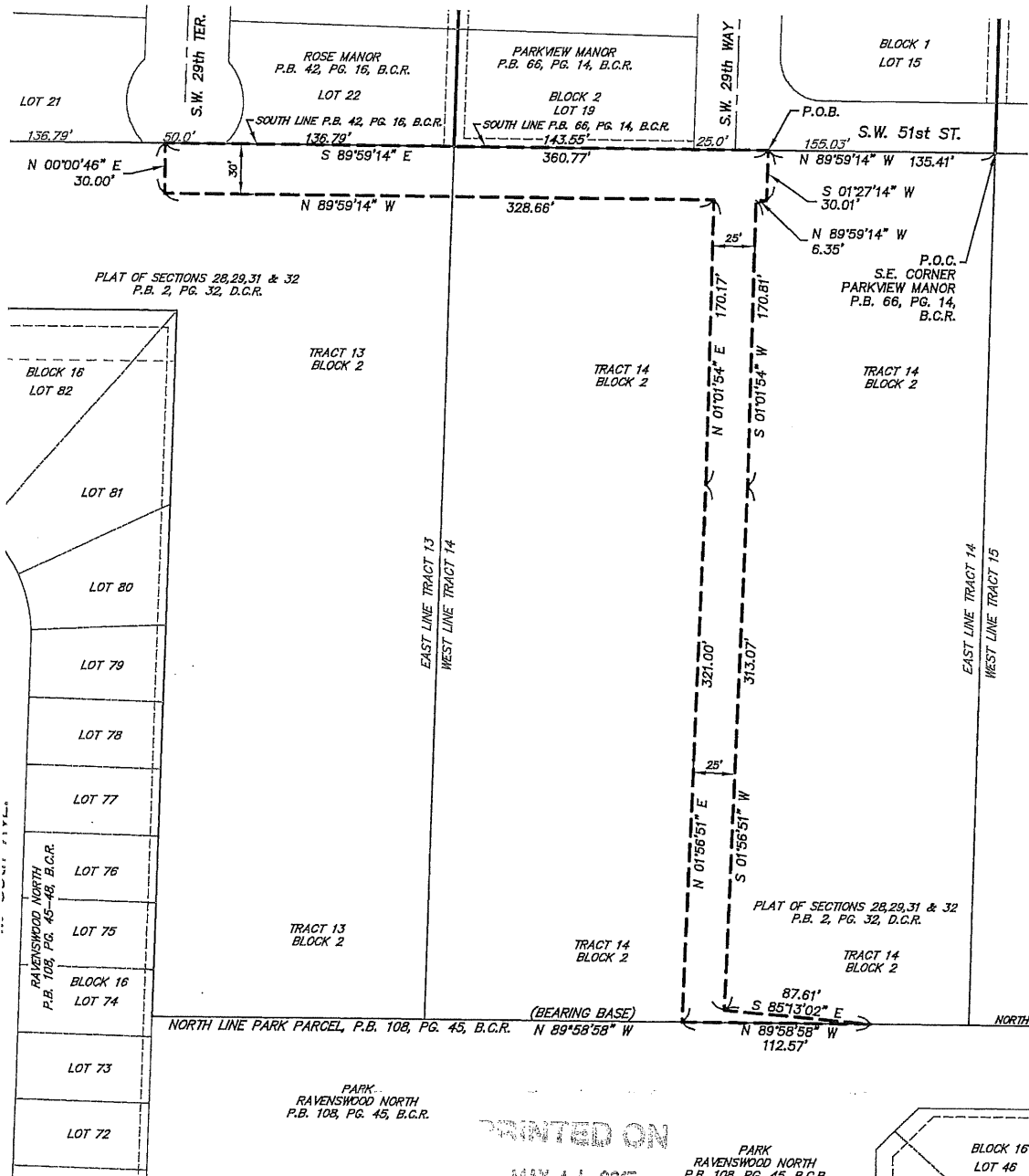
## SKETCH AND DESCRIPTION OF UTILITY EASEMENT (EXHIBIT "A")



SCALE 1" = 80'

### LEGEND:

B.C.R. = BROWARD COUNTY RECORDS  
 D.C.R. = DADE COUNTY RECORDS  
 L.S. = LIFT STATION  
 P.B. = PLAT BOOK  
 PG. = PAGE  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT


 PRINTED ON  
 MAY 14 2005

 PARK  
 RAVENSWOOD NORTH  
 P.B. 108, PG. 45, B.C.R.

SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	NOTE
1. DESCRIPTION	4-26-13	MRM	RDP	NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.
2. ADDED EXHIBIT	6-3-13	MRM	MRM	
3. SEPARATE-PROPERTIES	6-4-13	MRM	MRM	
4. REVISE CERTIFICATION	5-14-15	RY	RY	
				NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.
				G:\2005\05-0143-308_ASUILTS\DWG\UAZ-308-S-D.DWG
JOB NO.: 05-0143-308	DRAWN BY: MRM	CHECKED BY: RDP	F.B.NA	PG.NA
				DATED: 4/26/13