

This instrument was prepared by:
Facility Planning and Real Estate
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement"), made and effective this ____ day of _____, 2017, 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. 3rd Avenue, Fort Lauderdale, Florida 33301 ("SBBC"), and the City of Lauderhill, Florida, a political subdivision of the State of Florida, whose address is 5581 W. Oakland Park Boulevard, Lauderhill, Florida 33313 ("City").

RECITALS:

WHEREAS, SBBC 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, City desires a perpetual easement on, over, across, and through a portion of said Property, as more particularly described on **Exhibit A**, attached hereto and made a part hereof, together with any incidental or necessary appurtenances thereto ("Easement Area"), for appropriate purposes of constructing, maintaining, repairing, installing and rebuilding an emergency generator for public utilities use ("Easement"); and

WHEREAS, SBBC is willing to grant the Easement to City 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. SBBC hereby grants unto City the Easement in accordance with the terms of this Agreement. The Easement allows City to construct, maintain, repair, install, and rebuild an emergency generator for public utilities use 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. SBBC may, for its own purposes, utilize the Property in any manner that does not unreasonably interfere with City'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. City covenants and agrees that if any portion of the Property or Easement Area is disturbed, damaged, or destroyed by City, at any time, City 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 SBBC's use.
7. City, its agents, successors, or assigns shall not improperly dispose of any contaminants including, but not limited to, hazardous or toxic wastes and/or substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used during City's construction, maintenance, and operations, on this Easement Area, Property, or on any adjacent land or in any manner not permitted by law. Should the City dispose of any contaminants including, but not limited to, hazardous or toxic wastes and/or substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used during City's construction, maintenance, and operations on the Easement Area, Property, or on any adjacent land, then City shall, at its sole expense, fully clean up and restore the Easement Area, Property, or adjacent land; and be responsible for any related costs, fees, and/or penalties.
8. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time or any other law providing limitations on claims. Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the Florida Legislature. Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Council or Board. City agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods, services or work furnished by City, its agents, servants or employees; the equipment of City, its agents, servants or employees while such equipment is on

premises owned or controlled by SBBC; or the negligence of City or the negligence of City's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to Property including SBBC Easement Area, and injury or death of any person whether employed by City, SBBC or otherwise.

9. City shall, at its sole expense, properly and appropriately construct, maintain, repair, install, and rebuild an emergency generator for public utilities use 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 City.
10. City acknowledges that SBBC is the owner of the Property.
11. This Easement may not be modified or rescinded in any respect, in whole or in part, except solely by the authorization of the SBBC, and then only by written instrument, duly executed, acknowledged, and recorded in the Public Records of Broward County, Florida, at City's expense. Should the SBBC decide to exercise its unilateral right to rescind or vacate this Easement, then the SBBC may, at its sole discretion, request, in writing, that the City remove the emergency generator or any related structure(s) from the Property and restore the Property to its original condition to allow for SBBC's use.
12. City, at its own expense, shall record this fully executed Agreement in its entirety in the public records of Broward County, Florida, within fourteen (14) days after receipt and shall provide to SBBC with ten (10) days following recordation a copy of the recorded easement in its entirety which contains Official Records Book and Pages at which the easement is recorded.
13. If City abandons or otherwise discontinues use of this Easement, then SBBC shall rescind this Easement by written instrument, duly executed, acknowledged, and recorded in the Public Records of Broward County, Florida, at City's expense; and City shall, at its sole expense, and as soon as reasonably possible, remove the emergency generator for public utilities use from the Easement Area and restore the Easement Area to its original condition to allow for SBBC's use.
14. This Easement 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 exclusively be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
15. This Easement contains the entire agreement between the parties relating to the Easement granted and obligations assumed pursuant to this Easement. Any oral representations or modifications concerning this Easement shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the party to be charged therewith.

16. PUBLIC RECORDS: The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The City shall keep and maintain public records required by SBBC to perform services required under this agreement. Upon request from SBBC's custodian of public records, the City shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The City shall ensure that public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the City does not transfer the public records to SBBC. Upon completion of the Agreement, the City shall transfer, at no cost, to SBBC all public records in possession of the City or keep and maintain public records required by SBBC to perform the services required under the Agreement. If the City transfer all public records to SBBC upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATION TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT REQUEL BELL, 754-321-2620, REQUEL.BELL@BROWARDSCHOOLS.COM, 600 SE 3RD AVENUE FORT LAUDERDALE, FL 33301

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

SBBC

(Corporate Seal)

The School Board of Broward County, Florida

By: _____
Abby M. Freedman, Chair

ATTEST

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

CITY

CITY OF LAUDERHILL, FLORIDA through its
BOARD OF CITY COMMISSIONERS

ATTEST:

By _____
Mayor

City Manager of the City of Lauderhill, Florida _____ day of _____, 20__.

Approved as to form and Legal Content by:
W. Earl Hall, Esq
Hall & Rosenberg, P.L.
8850 W. Oakland Park Blvd., Suite 101
Fort Lauderdale, Florida 33301

By _____
W. Earl Hall, Esq.

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: _____

**SKETCH AND DESCRIPTION
LIFT STATION EASEMENT**
A PORTION OF TRACT A, PIEDRA DEL SOL
(P.B. 82, PG. 39, B.C.R.)
CITY OF LAUDERHILL, BROWARD COUNTY, FLORIDA

EXHIBIT A

LAND DESCRIPTION:

A portion of Tract A, PIEDRA DEL SOL, according to the plat thereof as recorded in Plat Book 82, Page 39, of the Public Records of Broward County, Florida being described as follows:

COMMENCE at the northeast corner of said Tract A, said point also being on the west right-of-way line of Northwest 56th Avenue; thence N89°58'30"W, a distance of 30.00 feet to the POINT OF BEGINNING; thence continue N89°58'30"W, 7.00 feet; thence N00°57'54"W, 14.00 feet; thence S89°58'30"E, 7.00 feet; thence S00°57'54"E, along a east line of said Tract "A", a distance of 14.00 feet to the POINT OF BEGINNING.

Said land lying in Broward County, Florida and contains 98 square feet, more or less.

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. The land description shown hereon was prepared by the Surveyor.
3. Bearings shown hereon are relative to the plat, PIEDRA DEL SOL, based on the east line of Tract A having a bearing of S00°57'54"E.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
5. Abbreviation Legend: B.C.R. = Broward County Records; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R/W = Right-of-Way; U.E. = Utility Easement.


CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date 3/22/2017

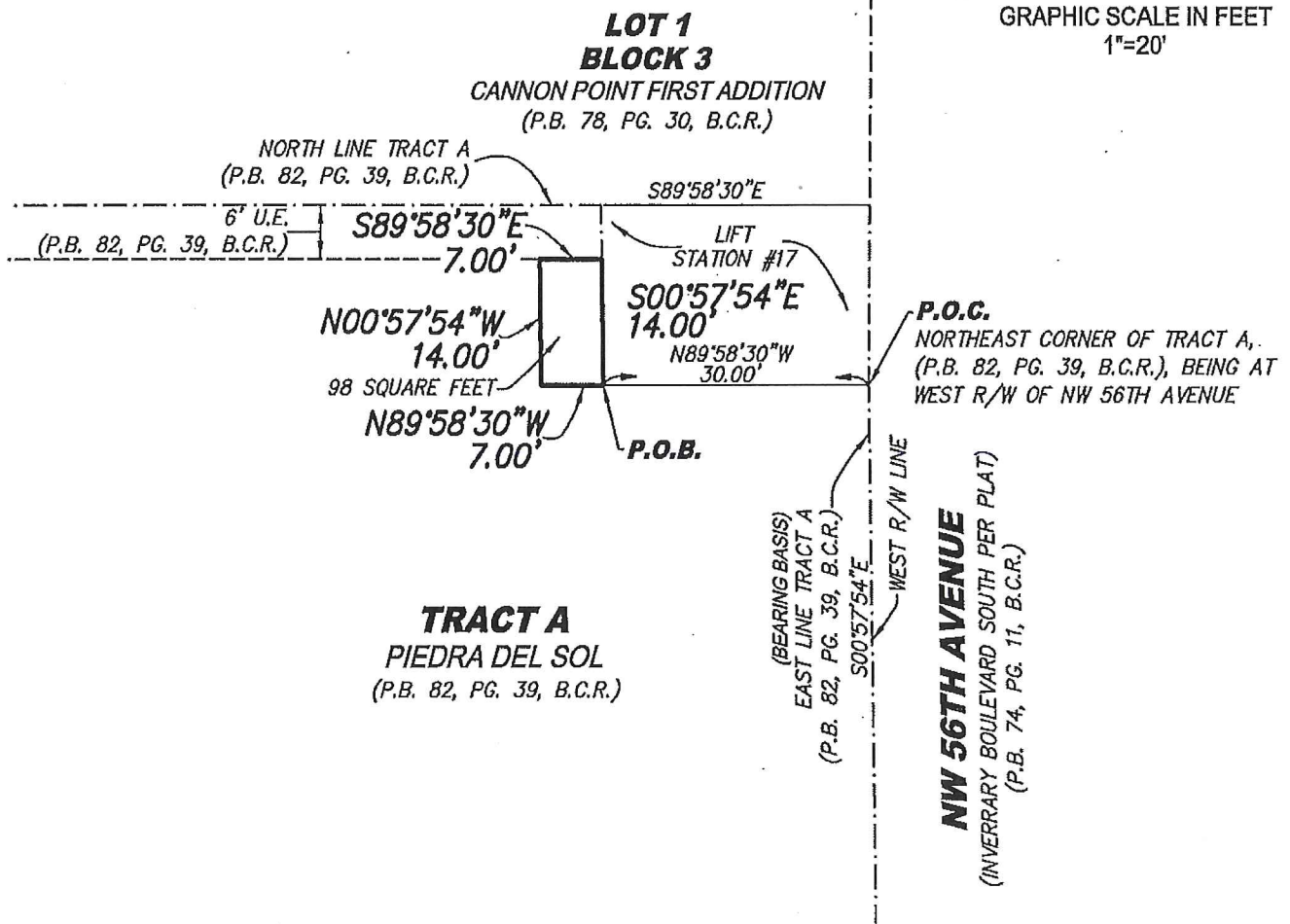
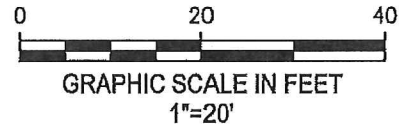



JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

<p>REVISIONS</p> <table border="1" style="width: 100%; height: 40px;"> <tr><td> </td><td> </td></tr> </table>			 <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com <small>©2017 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>JOB #:</td><td>10455</td></tr> <tr><td>SCALE:</td><td>1" = 20'</td></tr> <tr><td>DATE:</td><td>03/22/2017</td></tr> <tr><td>BY:</td><td>KSB</td></tr> <tr><td>CHECKED:</td><td>J.T.D.</td></tr> <tr><td>F.B.</td><td>PG. --</td></tr> <tr><td>SHEET:</td><td>1 OF 2</td></tr> </table>	JOB #:	10455	SCALE:	1" = 20'	DATE:	03/22/2017	BY:	KSB	CHECKED:	J.T.D.	F.B.	PG. --	SHEET:	1 OF 2
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LIFT STATION EASEMENT**
A PORTION OF TRACT A, PIEDRA DEL SOL
(P.B. 82, PG. 39, B.C.R.)
CITY OF LAUDERHILL, BROWARD COUNTY, FLORIDA

EXHIBIT A



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**PROPOSED EASEMENT AREA
LOCATED AT ACCESS ROAD AND 56th AVENUE**

EXHIBIT A

Folio No.: 4941 26 28 0080



Prepared By: Facility Planning and Real Estate Department

5/16/2017



PROPOSED EASEMENT ADDITION
FOR EMERGENCY GENERATOR LOCATION
2701 NW 56 AVENUE, LAUDERHILL, FL



1 inch = 20 feet

