

This instrument prepared by:
Purvi A. Bhogaita, Assistant County Attorney
Office of the County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
954-357-7600

UTILITY EASEMENT

This UTILITY EASEMENT made this ___ day of _____, 2009, by BROWARD COUNTY, a political subdivision of the State of Florida, whose address is: Governmental Center, 115 South Andrews Avenue, Ft. Lauderdale, Florida 33301-1801, hereinafter "GRANTOR", to the FLORIDA POWER & LIGHT COMPANY, its successors and assigns, hereinafter "GRANTEE":

WITNESSETH

WHEREAS, GRANTOR is the owner of property situate in Broward County, Florida, and more particularly described as follows:

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

WHEREAS, GRANTEE desires a utility easement for, in, on, over, under, across, and through a portion of said Property, and more particularly described as follows:

See Exhibit "B" attached hereto and made a part hereof, ("Easement Area"); and

WHEREAS, GRANTOR is willing to grant such an easement; NOW, THEREFORE,

IN CONSIDERATION of the mutual promises and covenants each to the other running and the sum of Ten Dollar (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR hereby declares as follows:

1. The foregoing recitals set forth in the above WHEREAS clauses are true, accurate and deemed as being incorporated herein by this reference.
2. GRANTOR hereby grants unto the GRANTEE, its successors and assigns, a perpetual, non-exclusive utility easement ("Easement") for, in, on, over, under, across, and through the Easement Area, subject to Section 8.13 of the Charter of Broward County, Florida.
3. The grant of said Easement, as described herein, shall be limited to the non-exclusive right of ingress and egress over the Easement Area to construct, maintain, repair, and install electric utilities within the Property ("Project") and

shall be subject to Section 8.13 of the Charter of Broward County, Florida. Such construction, maintenance, repair, and installation of the Project shall be performed in a manner that uses reasonable care to minimize damage to the GRANTOR's improvements, if any, within the Property and does not block GRANTOR's ingress/egress to the Property or in any way impede or interrupt GRANTOR's rights.

4. GRANTEE shall not dispose of any contaminants, including but not limited, to hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals, or other agents produced or used in GRANTEE's operations of this Easement, on the Property, on adjacent lands, or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any clean-up of the Easement Area on Property which is a result of GRANTEE's operations and use of the Easement Area.
5. GRANTEE agrees to own, maintain, and repair its utility systems at GRANTEE's sole cost. GRANTEE shall be responsible for any damage to improvements now or hereafter existing within the Easement Area, including but not limited to, sidewalks, pavement, landscaping, signage, irrigation equipment, or machinery, or any other improvements, including other facilities within the Easement Area constructed by other utilities, including without limitation BellSouth, Advanced Cable Communications, AT&T Corporation, and COMCAST Communications, or any other cable company, and any water or waste water utilities which may result from the GRANTEE's access to the Easement Area and, if it is necessary, to excavate within the area of such systems in order to repair or maintain same. The GRANTEE's obligations after completion of the Project shall also include to adequately fill and compact any such excavation to a finish grade to be determined by GRANTOR in its sole and absolute discretion, restore the property to the condition that existed prior to the commence of work by GRANTEE, its agents and employees, including the replacement of any and all landscaping that was damaged as a result of work performed by GRANTEE, its agents and employees.
6. GRANTEE shall insure that all improvements which it constructs or installs in the Easement Area are kept in a good, clean and safe condition at all times and GRANTEE shall promptly make all necessary or desirable repairs, maintenance and replacements thereto.
7. GRANTOR may, for its own purposes, utilize the Easement Area and shall retain a right of free ingress and egress in, over, under, through, upon and/or across the Easement Area which do not unreasonably interfere with GRANTEE's exercise of this Easement.
8. This Easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

9. GRANTOR or its duly authorized agents, representatives, or employees shall have the right at any and all times to inspect this Easement and the works of GRANTEE in any matter pertaining to this Easement.
10. GRANTEE shall at all times hereafter indemnify, hold harmless and, at GRANTOR's option, defend or pay for an attorney selected by the County Attorney of Broward County to defend GRANTOR, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of GRANTEE, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Easement, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the termination of this Easement, as provided herein. To the extent considered necessary by GRANTOR and the County Attorney of Broward County, any sums due GRANTEE under this Easement may be retained by GRANTOR until all of GRANTOR's claims for indemnification pursuant to this Easement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by GRANTOR.
11. To ensure the indemnification obligation contained above, GRANTEE shall, upon the request of GRANTOR, provide, pay for, and maintain in force at all times during the term of this Easement reasonable insurance coverage in such form and amount as may be required by GRANTOR. If GRANTOR elects to require insurance coverage, this Easement in favor of GRANTEE may only be exercised by GRANTEE so long as GRANTEE maintains in force such required insurance coverage. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. GRANTEE shall specifically protect GRANTOR and the Broward County Board of County Commissioners by naming GRANTOR and the Broward County Board of County Commissioners as additional insureds under insurance policy.
12. GRANTEE agrees that this Easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable regulations, ordinances, rules, and laws.
13. This Easement shall not be released or amended without the consent of the parties as evidenced by a document in the Public Records of Broward County, Florida.
14. GRANTEE, at its own expense, shall record this fully executed Easement in its entirety in the Public Records of Broward County, Florida.

15. The Easement shall be governed by and interpreted according to the laws of the State of Florida.
16. This instrument contains the entire agreement between the parties relating to the rights granted and obligations assumed pursuant to this instrument. Any oral representations or modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the party to be charged therewith.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the undersigned has signed and executed this Utility Easement on the respective date under its signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the ____ day of _____, 2009.

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

By: _____
Mayor
____ day of _____, 20____.

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Rm 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By:  _____ 11/2/09
Purvi A. Bhogaita (Date)
Assistant County Attorney

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, Mayor or Vice-Mayor, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

Exhibit A

Legal Description

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 28; THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), (BEARING BASIS) SOUTH 01°44'27" EAST 819.61 FEET TO THE NORTH RIGHT OF WAY LINE OF SOUTH NEW RIVER CANAL PER CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT RIGHT OF WAY MAP DWG. NO. C-11-3 SHEET 2 OF 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 88°37'04" WEST 407.96 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SHOTGUN ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 9527, PAGE 976 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: (1) NORTH 78°35'03" WEST 337.59 FEET; (2) SOUTH 88°37'13" WEST 210.41 FEET TO A POINT OF CURVATURE OF A 270.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH; (3) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°12'08" AN ARC DISTANCE OF 213.01 FEET TO A POINT OF TANGENCY; (4) NORTH 46°10'46" WEST 150.09 FEET TO A POINT OF CURVATURE OF A 2199.86 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (5) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°21'56" AN ARC DISTANCE OF 397.98 FEET TO A POINT OF TANGENCY; (6) NORTH 56°32'42" WEST 605.65 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF SECTION 28; THENCE ALONG SAID NORTH LINE, NORTH 89°49'30" EAST 2041.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 1,186,359 SQUARE FEET (27.235 ACRES) MORE OR LESS.

AND

PORTIONS OF TRACTS 33, 34, 35, 46 AND 47, IN SECTION 27, TOWNSHIP 50 SOUTH, RANGE 40 EAST OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO 1" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

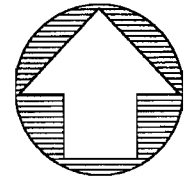
COMMENCE AT THE WEST QUARTER (W 1/4) CORNER OF SAID SECTION 27; THENCE ALONG THE WEST LINE OF SAID SECTION 27, (BEARING BASIS) SOUTH 01°44'27" EAST 330.13 FEET TO THE NORTH LINE OF SAID TRACT 47 AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE, NORTH 89°43'35" EAST 1321.12 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 33; THENCE ALONG THE WEST LINE OF SAID TRACT 33, NORTH 01°45'35" WEST 315.04 FEET TO A LINE PARALLEL WITH AND 15.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 27; THENCE ALONG SAID PARALLEL LINE, NORTH 89°43'41" EAST 936.00 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL NO.1 IN THE FINAL JUDGMENT RECORDED IN OFFICIAL RECORD BOOK 6408, PAGE 758 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID PARCEL NO.1, SOUTH 01°46'29" EAST 360.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL NO.1; THENCE ALONG THE SOUTH LINE OF SAID PARCEL NO.1, NORTH 89°43'41" EAST 315.00 FEET TO THE SOUTHEAST CORNER OF SAID

PARCEL NO.1, SAID CORNER LYING ON THE WEST RIGHT OF WAY LINE OF SW 142ND AVENUE (BOY SCOUT ROAD) AS DESCRIBED IN OFFICIAL RECORD BOOK 2856, PAGE 978 OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 01°46'29" EAST 411.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SOUTH NEW RIVER CANAL PER CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT RIGHT OF WAY MAP DWG. NO. C-11-3 SHEET 2 OF 3; THE FOLLOWING FOUR (4) COURSES RUN ALONG SAID NORTH RIGHT OF WAY LINE; (1) SOUTH 88°28'27" WEST 12.41 FEET; (2) NORTH 01°46'28" WEST 20.00 FEET; (3) SOUTH 88°28'27" WEST 1485.88 FEET; (4) SOUTH 88°37'03" WEST 1073.37 FEET TO THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 27; THENCE ALONG SAID WEST LINE, NORTH 01°44'27" WEST 489.48 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE. LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 1,472,809 SQUARE FEET (33.811 ACRES) MORE OR LESS.

**FP&L EASEMENT
SKETCH AND DESCRIPTION**
PORTION OF THE SOUTHWEST 1/4 OF SECTION 27-50-40
VISTA VIEW PARK

SURVEY PROJECT NO. 2009-295



NORTH

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

POINT OF COMMENCEMENT

NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 27-50-40

NORTH LINE SE 1/4 SECTION 28-50-40

NORTH LINE SW 1/4 SECTION 27-50-40

TRACT 47

(VISTA VIEW PARK)
SW 1/4 OF SECTION 27-50-40

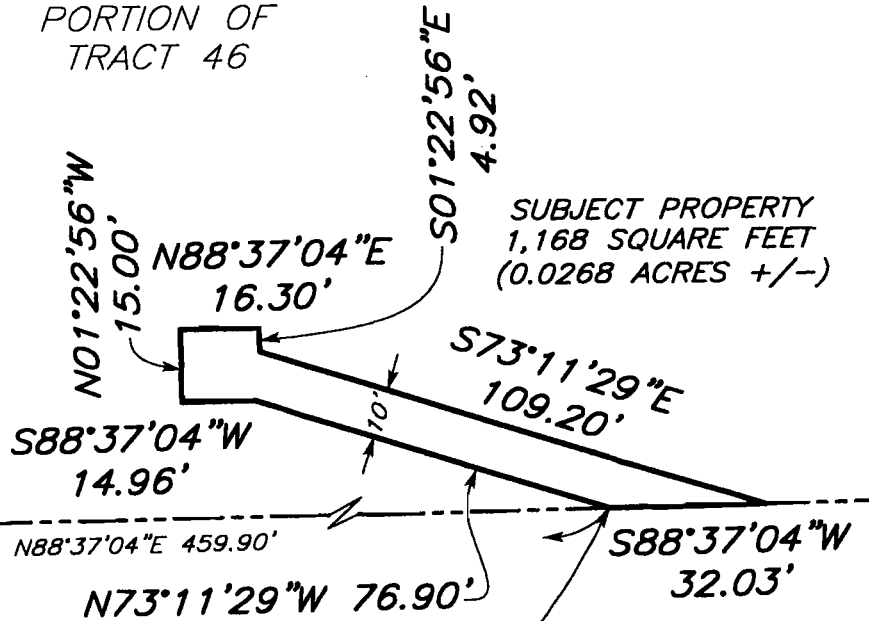
FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1
(PB 2, PG 17, DCR)

PORTION OF TRACT 46

SE 1/4 OF SECTION 28-50-40
(VISTA VIEW PARK)
ACRAGE

WEST LINE OF THE SW 1/4 OF SECTION 27-50-40
S01°44'27"E 819.61'
15' R/W PER COURT ORDER (MINUTES OF THE CIRCUIT COURTS BOOK 156, PG 230) (PB 2, PG 17, DCR)

SUBJECT PROPERTY
1,168 SQUARE FEET
(0.0268 ACRES +/-)



NORTH R/W LINE

ORANGE DRIVE

RIGHT-OF-WAY WIDTH VARIES
(ORB 28727, PG 204, BCR)
(ORB 28727, PG 282, BCR)

POINT OF BEGINNING

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, LEGEND AND NOTES ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 1 OF 2

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 NORTH UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

**FP&L EASEMENT
SKETCH AND DESCRIPTION**
PORTION OF THE SOUTHWEST 1/4 OF SECTION 27-50-40
VISTA VIEW PARK

SURVEY PROJECT NO. 2009-295

LEGEND

Ⓞ	= CENTERLINE	DCR	= DADE COUNTY RECORDS
R/W	= RIGHT-OF-WAY	BCR	= BROWARD COUNTY RECORDS
PB	= PLAT BOOK	PSM	= PROFESSIONAL SURVEYOR AND MAPPER
ORB	= OFFICIAL RECORDS BOOK	"BCED"	= BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION
PG	= PAGE		

DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF TRACT 46 OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 40 EAST, OF THE PLAT ENTITLED "FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1" AS RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH 01°44'27" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 819.61 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ORANGE DRIVE AS DESCRIBED IN OFFICIAL RECORDS BOOK 28727 AT PAGE 282 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 88°37'04" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 459.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 73°11'29" WEST, A DISTANCE OF 76.90 FEET; THENCE NORTH 88°37'04" WEST, A DISTANCE OF 14.96 FEET; THENCE NORTH 01°22'56" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 88°37'04" EAST, A DISTANCE OF 16.30 FEET; THENCE SOUTH 01°22'56" EAST, A DISTANCE OF 4.92 FEET; THENCE SOUTH 73°11'29" EAST, A DISTANCE OF 109.20 FEET; THENCE SOUTH 88°37'04" WEST, A DISTANCE OF 32.03 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 1,168 SQUARE FEET (0.0268 ACRES) MORE OR LESS.

SURVEY NOTES

- 1) THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE REVIEWING SURVEYOR.
- 2) BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 40 EAST. SAID LINE BEARS SOUTH 01°44'27" EAST AS PER THE "STONER/KEITH RESURVEY NO. II OF TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN MISCELLANEOUS MAP BOOK 4 AT PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 2 OF 2

CERTIFICATE

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH UNDER RULE 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Eric B August 9/01/2009
PROFESSIONAL SURVEYOR AND MAPPER #5695, STATE OF FLORIDA
ERIC B AUGUSTO BROWARD COUNTY SURVEYOR

DATE OF SKETCH 9-01-09	DRAWN BY SY	CHECKED BY EBA	MANAGER EBA
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SKETCH NO. 2009-295.DWG

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 NORTH UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038 Phone # (954) 577-4555