

RESOLUTION NO. 2014-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ACCEPTING A TRAFFIC CONTROL DEVICES EASEMENT ON, OVER, ACROSS, AND THROUGH CERTAIN REAL PROPERTY OWNED BY WORLD CONEX, LLC, AND LOCATED IN THE CITY OF CORAL SPRINGS, FLORIDA, NEAR THE INTERSECTION OF UNIVERSITY DRIVE AND WILES ROAD; AUTHORIZING EXECUTION OF THE TRAFFIC CONTROL DEVICES EASEMENT AGREEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, World Conex, LLC, is the owner of certain real property ("Property") located in the City of Coral Springs, Broward County, Florida, which Property is more particularly described in the Traffic Control Devices Easement Agreement, attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, Broward County ("County") desires a perpetual, non-exclusive traffic control devices easement on, over, across, and through a portion of said Property ("Traffic Control Devices Easement"), in accordance with the terms of the attached Traffic Control Devices Easement Agreement; and

WHEREAS, World Conex is willing to grant the Traffic Control Devices Easement in accordance with the terms of the attached Traffic Control Devices Easement Agreement, NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

1 Section 1. The recitals set forth in the preamble to this resolution are true,  
2 accurate, and deemed as being incorporated by reference herein as though set forth in  
3 full hereunder.

4  
5 Section 2. The Board of County Commissioners of Broward County, Florida  
6 ("Board"), hereby accepts the Traffic Control Devices Easement and authorizes the  
7 execution and recordation of the Traffic Control Devices Easement Agreement,  
8 attached as Exhibit "A."

9  
10 Section 3. The Board is of the opinion that acceptance of the Traffic Control  
11 Devices Easement serves a public purpose and is in the best interest of the County.

12  
13 Section 4. The attached Traffic Control Devices Easement Agreement shall be  
14 properly recorded in the Public Records of Broward County, Florida.

15  
16 Section 5. SEVERABILITY.

17 If any portion of this Resolution is determined by any Court to be invalid, the  
18 invalid portion shall be stricken, and such striking shall not affect the validity of the  
19 remainder of this Resolution. If any Court determines that this Resolution, or any  
20 portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies),  
21 property(ies), or circumstance(s), such determination shall not affect the applicability  
22 hereof to any other individual group, entity, property, or circumstance.

1 Section 6. EFFECTIVE DATE. This Resolution shall become effective upon its  
2 adoption.

3  
4 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
5  
6  
7

8 Approved as to form and legal sufficiency:  
9 Joni Armstrong Coffey, County Attorney

10 By  3/4/14  
11 Carlos Rodriguez-Cabarrocas (Date)  
12 Assistant County Attorney  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

23 CRC:dmv  
24 03/04/14  
world conexreso to accept easement  
13-089.08

EXHIBIT "A"

This instrument prepared by:  
Barbara Matlack, Real Property Agent II of  
Broward County Real Property Section  
and approved as to form by:  
Broward County Attorney's Office  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301  
954-357-7600

**TRAFFIC CONTROL DEVICES EASEMENT AGREEMENT**

This TRAFFIC CONTROL DEVICES EASEMENT AGREEMENT ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between WORLD CONEX, LLC, a Florida Limited Liability Company ("WORLD CONEX"), BROWARD COUNTY, a political subdivision of the State of Florida ("COUNTY"), and the CITY OF CORAL SPRINGS, a Florida municipal Company ("CITY").

**WITNESSETH**

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

See Exhibit "A" with accompanying sketch of description, attached hereto and made a part hereof ("Property").

WHEREAS, COUNTY desires a perpetual, non-exclusive traffic control devices easement on, over, across, and through a portion of said Property, more particularly described on Exhibit "B", attached hereto and made a part hereof, together with any incidental or necessary appurtenances thereto ("Easement Area"), for the construction, maintenance, repair, and installation of traffic control devices, and any incidental or necessary uses thereto ("Traffic Easement");

WHEREAS, CITY has a utility easement through a portion of the Easement Area, as recorded at Official Records Book 18249, Page 252, Public Records of Broward County, Florida ("City Easement"); and

WHEREAS, WORLD CONEX is willing to grant the Traffic Easement to COUNTY on the conditions that (1) COUNTY shall not interfere with the utilities located within the City Easement and (2) CITY shall not interfere with the traffic control devices installed as a result of the Traffic Easement, except as otherwise provided herein; NOW, THEREFORE,

IN CONSIDERATION of the mutual promises and covenants, each to the other running, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby declare 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. WORLD CONEX hereby grants unto COUNTY, its successors, and assigns a perpetual and non-exclusive traffic control devices easement on, over, across, and through the Easement Area, as described in Exhibit "B," for the construction, maintenance, repair, and installation of traffic control devices, and any incidental or necessary uses thereto, subject to the conditions contained herein.
3. The Traffic Easement, as described herein, shall include the right of ingress and egress over the Property for the purpose of construction, installation, maintenance, repair, and rebuilding of the traffic control devices built thereon. Such construction, installation, maintenance, repair, and rebuilding of the traffic control devices shall be performed in a manner that uses reasonable care to minimize damage to WORLD CONEX's improvements within the Property, if any, and does not block WORLD CONEX's ingress/egress to the Property or in any way impede or interrupt WORLD CONEX's rights.
4. COUNTY 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 COUNTY shall promptly make all necessary or desirable repairs, maintenance and replacements thereto.
5. WORLD CONEX and CITY may, for their own purposes, and subject to the City Easement, utilize the Property in any manner that does not unreasonably interfere with COUNTY's exercise of the Traffic Easement.
6. COUNTY agrees not to interfere with the current and future utilities that may be located on the Property pursuant to the City Easement.
7. Except as provided in paragraph eight (8) herein, CITY agrees not to interfere with, or require the removal or relocation of, the traffic control devices built on the Property pursuant to the Traffic Easement, as more particularly described on Exhibit "B."
8. In the event CITY requires access to any utilities on the Easement Area that may damage the traffic control devices built thereon, CITY shall get written consent from COUNTY, which consent shall not be unreasonably withheld, and any damage done during such interference by CITY shall be repaired and restored, at CITY's sole cost and expense, in a diligent and timely manner. Notwithstanding the foregoing, CITY shall not be required to obtain written consent in the event of an emergency that causes a threat to the public health, safety, and/or welfare, including, but not limited to, a water line break. If CITY takes emergency action that damages or disrupts the traffic control devices built by COUNTY on the Easement Area, CITY shall notify COUNTY of such damage within one business day, and CITY shall repair and restore the traffic control devices, at CITY's sole

cost and expense, in a diligent and timely manner. The COUNTY contact person for this Traffic Easement and the person who needs to give consent to any access to the Easement Area by CITY is the Broward County Traffic Engineering Division Signal Operations and Maintenance Superintendent, (954) 847-2600.

9. WORLD CONEX and CITY will not encumber COUNTY's rights to the Traffic Easement.
10. This Agreement shall not be released or amended without the consent of all the parties as evidenced by a document in the Public Records of Broward County, Florida.
11. COUNTY, at its expense, shall record this fully executed Agreement in its entirety in the Public Records of Broward County, Florida.
12. This Agreement shall be governed by and interpreted according to the laws of the State of Florida.
13. This Agreement contains the entire agreement between the parties relating to the rights 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has signed and executed this Traffic Control Devices Easement Agreement on the respective date under its signature: WORLD CONEX, LLC, a Florida Limited Liability Company, signing by and through its Managing Member, duly authorized to execute same, on the 7 day of November, 2013.

WITNESSES:

[Signature]  
Witness 1 Signature

Lisa K. Hermann  
Witness 1 Print/Type Name

[Signature]  
Witness 2 Signature

Stephanie Mendieta  
Witness 2 Print/Type Name

GRANTOR  
WORLD CONEX, LLC

By: [Signature]  
Print Name: Darran Nusynski  
Title: Managing Member  
7 day of November, 2013.

STATE OF FLORIDA )

COUNTY OF BROWARD )



The foregoing instrument was acknowledged before me on this 7 day of November, 2013, by Darran Nusynski as President/Vice-President of WORLD CONEX, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.



[Signature]  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_


**TRAFFIC CONTROL DEVICES EASEMENT AGREEMENT among World Conex, LLC,  
Broward County, and the City of Coral Springs.**

**ATTEST:**

  
CITY CLERK  


CITY

CITY OF CORAL SPRINGS, FLORIDA

  
MAYOR VINCENT BOCCARD

**APPROVED AS TO FORM**

  
Andrew B. Dunkiel, Municipal Prosecutor



IN WITNESS WHEREOF, the parties hereto have made and executed this Traffic Control Devices Easement Agreement:

BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: \_\_\_\_\_  
Mayor

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

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

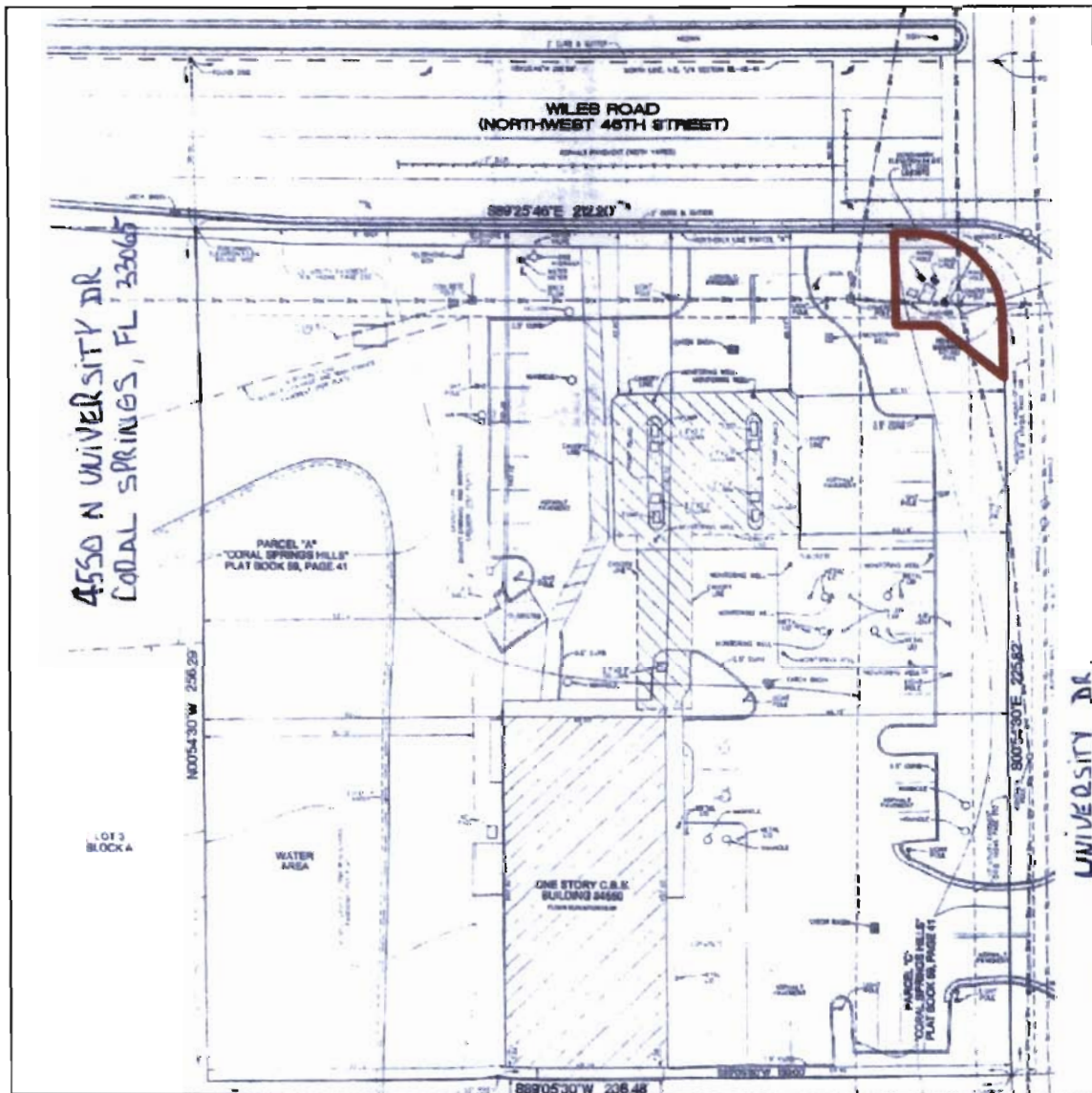
By:  2/14/14  
Carlos Cabarrocas-Rodriguez (Date)  
Assistant County Attorney

By:  2/14/14  
Noel M. Pfeffer (Date)  
Deputy County Attorney

CRC:dmv  
8/20/13  
13-089.08

**EXHIBIT "A"****Legal Description:**

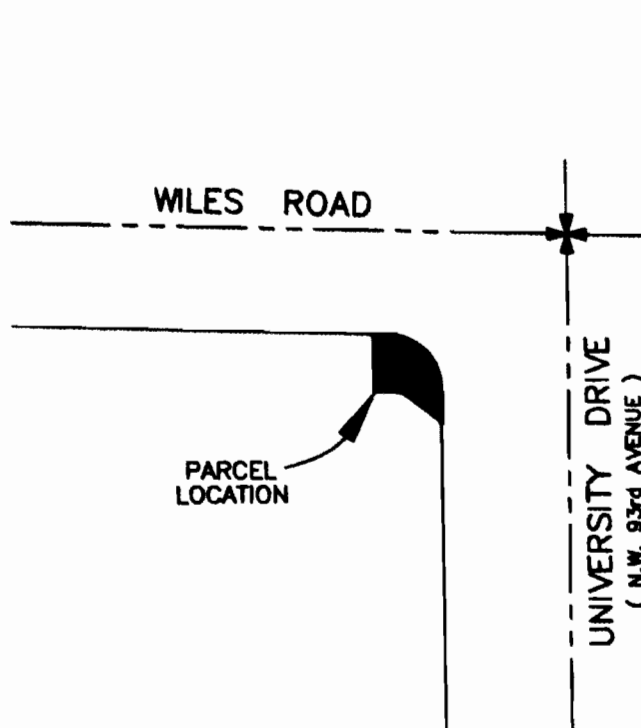
CORAL SPRINGS HILLS 59-41 B POR PARCEL A DESC AS BEG NE COR PAR A, S ALG E/L 256.29 M/L, W 196.47 TO PT ON E/L LOT 3 BLK A, N ALG E/L & NLY EXT 256.29 TO PT ON N/L PAR A, ELY ALG N/L TO POB TOGET WITH POR CORAL SPRINGS HILLS RESUB LOT 13 BLK A LOTS 1 & 39 BLK C & PAR C 63-44B DESC AS BEG N/L PAR C 47.01 W OF NE COR, RUN S 256.29; E 40.01; N 231.39 M/L TO P/C; NLY 7 WLY ARC DIST 39.27 M/L; W ALG N/L TO POB.



**EXHIBIT "B"**

SHEET 1 OF 3

SECTION 16, TOWNSHIP 48 SOUTH, RANGE 41 EAST



LOCATION SKETCH  
BROWARD COUNTY, FLORIDA  
NOT TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION CONSISTING OF SHEETS ONE THROUGH THREE IS TRUE, CORRECT AND COMPLETED ON 10-10-12 AND IS DONE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

*Frank J. Guiliano*

FRANK J. GUILIANO  
PROFESSIONAL SURVEYOR & MAPPER NO. 5768  
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

- 1) BEARINGS ARE BASED ON THE EAST LINE OF PARCEL "C" OF "CORAL SPRINGS HILLS" AS RECORDED IN PLAT BOOK 59, PAGE 4, B.C.R., BEARING N00°00'00"E.
- 2) DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
- 3) UNDERGROUND UTILITIES AND IMPROVEMENTS WERE NOT LOCATED.
- 4) THIS SKETCH REFLECTS ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE REFERENCED RECORDED PLAT(S). THE SUBJECT PARCEL WAS NOT ABSTRACTED FOR OTHER EASEMENTS, ROAD RESERVATIONS OR RIGHTS-OF-WAY OF RECORD.

**THIS IS NOT A SURVEY,**

but only a graphic depiction of the description shown hereon or attached hereto. There are no monuments set in connection with the preparation of the information shown hereon. Broward County makes no representation or guarantees as to the information shown hereon pertaining to easements, rights-of-ways, setback lines, reservations agreements, etc., nor is it the intent of this instrument to reflect all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

LEGEND:

B.C.R. = BROWARD COUNTY RECORDS  
O.R.B. = OFFICIAL RECORDS BOOK  
P.B. = PLAT BOOK  
PG. = PAGE

P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
R/W = RIGHT-OF-WAY

2.		
1. 11-26-12	Revise Parcel and Legal Description	JSH
DATE	REVISIONS	BY

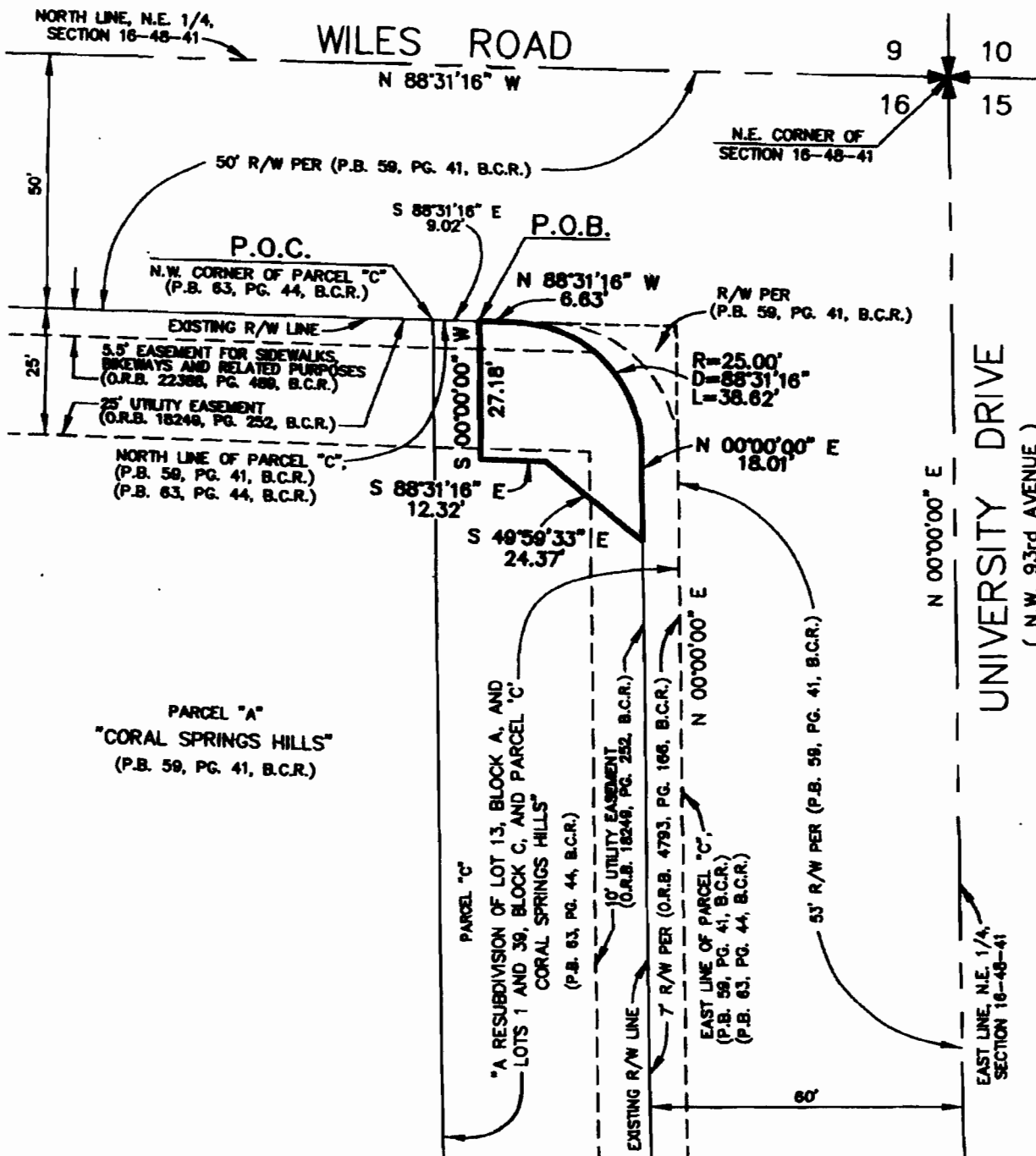
Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not to Scale	RPL Jr, JSH	10-10-12	F. Guiliano	10-10-12	E:\RW\ROW\Parcel Sketches\West Arm of University Dr and Wiles Rd\Parcel Sketch 1.dwg

**BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION**

**EXHIBIT "B"**

SHEET 2 OF 3

SECTION 16, TOWNSHIP 48 SOUTH, RANGE 41 EAST



3.		
2. 11-29-12	Insert Utility Easements (ORB 18249-252)	JSH
1. 11-26-12	Revise Parcel and Legal Description	JSH
DATE	REVISIONS	BY

Scale:	Drawn By:	Date:	Checked by:	Date:	File Location:
1"=30'	RPL Jr	10-10-12	F. Guilliano	10-10-12	E:\BROW\Parcel Sketches\West Arm at University Dr and Wiles Rd\Parcel Sketch 1.dwg

**BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION**

**EXHIBIT "B"**

SHEET 3 OF 3

SECTION 16, TOWNSHIP 48 SOUTH, RANGE 41 EAST

**LEGAL DESCRIPTION:**

A portion of Parcel "C" of, "A RESUBDIVISION OF LOT 13, BLOCK A, AND LOTS 1 AND 39, BLOCK C, AND PARCEL 'C', CORAL SPRINGS HILLS", according to the plat thereof as recorded in Plat Book 63, Page 44, of the Public Records of Broward County, Florida, in Section 16, Township 48 South, Range 41 East, more particularly described as follows:

COMMENCE at the Northwest Corner of said Parcel "C";  
thence along the North Line of said Parcel "C", S 88°31'16" E,  
9.02 feet to the POINT OF BEGINNING;  
thence S 00°00'00" W, 27.18 feet; thence S 88°31'16" E, 12.32 feet;  
thence S 49°59'33" E, 24.37 feet to a point on the West Line of the  
right-of-way as per the Quit-Claim Deed recorded in O.R.B. 4793,  
PG. 166, B.C.R.; thence along said West Line the following two (2)  
courses: N 00°00'00" E, 18.01 feet to a Point of Curvature of an arc  
on a curve concave to the Southwest, having a radius of 25.00 feet;  
thence along said curve through a central angle of 88°31'16",  
an arc distance of 38.62 feet to a point on the said North Line of  
Parcel "C"; thence along said North Line, N 88°31'16" W, 6.63  
feet to the Point of Beginning.

Said lands situate, lying and being in the City of Coral Springs,  
Broward County, Florida, and contains 858 square feet, more or less.

3.		
2. 11-28-12	Insert Utility Easements (ORB 18249-252)	JSH
1. 11-28-12	Revise Parcel and Legal Description	JSH
DATE	REVISIONS	BY

Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not to Scale	RPL Jr	10-10-12	F. Gulliano	10-10-12	E:\BROWARD\Parcel Sketches\West Arm at University Dr and Wilco Rd\Parcel Sketch 1.dwg

**BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION**