

RESOLUTION NO. 2014-001

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ENTER INTO AND EXECUTE A TRAFFIC CONTROL DEVICES EASEMENT AGREEMENT BETWEEN THE CITY, WORLD CONEX, LLC, AND BROWARD COUNTY; PROVIDING FOR RECORDATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, World Conex, LLC is the owner of certain real property located in Broward County, Florida, which is more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Property"); and

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

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

WHEREAS, World Conex, LLC is willing to grant the Traffic Easement to the County; and

WHEREAS, for World Conex, LLC to grant the Traffic Easement to the County, the City must consent to the Traffic Easement; and

WHEREAS, the City's professional staff reviewed the Traffic Easement and the City Easement and have determined that the granting of the Traffic Easement is favorable to the City provided: (1) the County shall not interfere with the utilities located within the City Easement; and (2) the City shall not interfere with the traffic control devices installed as a result of the

1 Traffic Easement, except as otherwise provided in the Traffic Control Devices Easement
2 Agreement, attached hereto and incorporated herein as Exhibit "C"; and

3 WHEREAS, the City Commission finds it to be in the best interests of its residents and
4 visitors to consent to the Traffic Easement; now therefore

5 BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL
6 SPRINGS, FLORIDA.

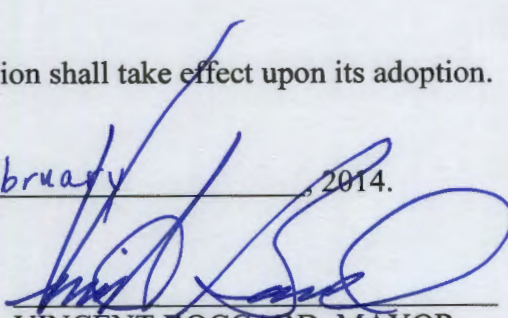
7 Section 1. The foregoing recitals contained in the preamble to this Resolution are
8 incorporated by reference herein.

9 Section 2. The appropriate City officials are hereby authorized to enter into and
10 execute the Traffic Control Devices Easement Agreement between the City of Coral Springs,
11 World Conex, LLC and Broward County, Florida, which Agreement is attached hereto as Exhibit
12 "C".

13 Section 3. This Resolution shall be recorded in the Public Records of Broward
14 County.

15 Section 4. Effective Date. This Resolution shall take effect upon its adoption.

16
17 PASSED AND ADOPTED the 5th day of February, 2014.

18
19
20
21 ATTEST: 
22 VINCENT BOCCARD, MAYOR

23
24
25 
26 JOSEPHINE CHAVEZ, CITY CLERK

27
28 Unanimous ☒
29 Motion/2nd Yes No
30 _____ Mayor Boccard _____
31 _____ Vice Mayor Vignola _____
32 ☒ _____ Commissioner Bruck _____
33 _____ ☒ _____ Commissioner Powers _____
34 _____ Commissioner Daley _____

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.

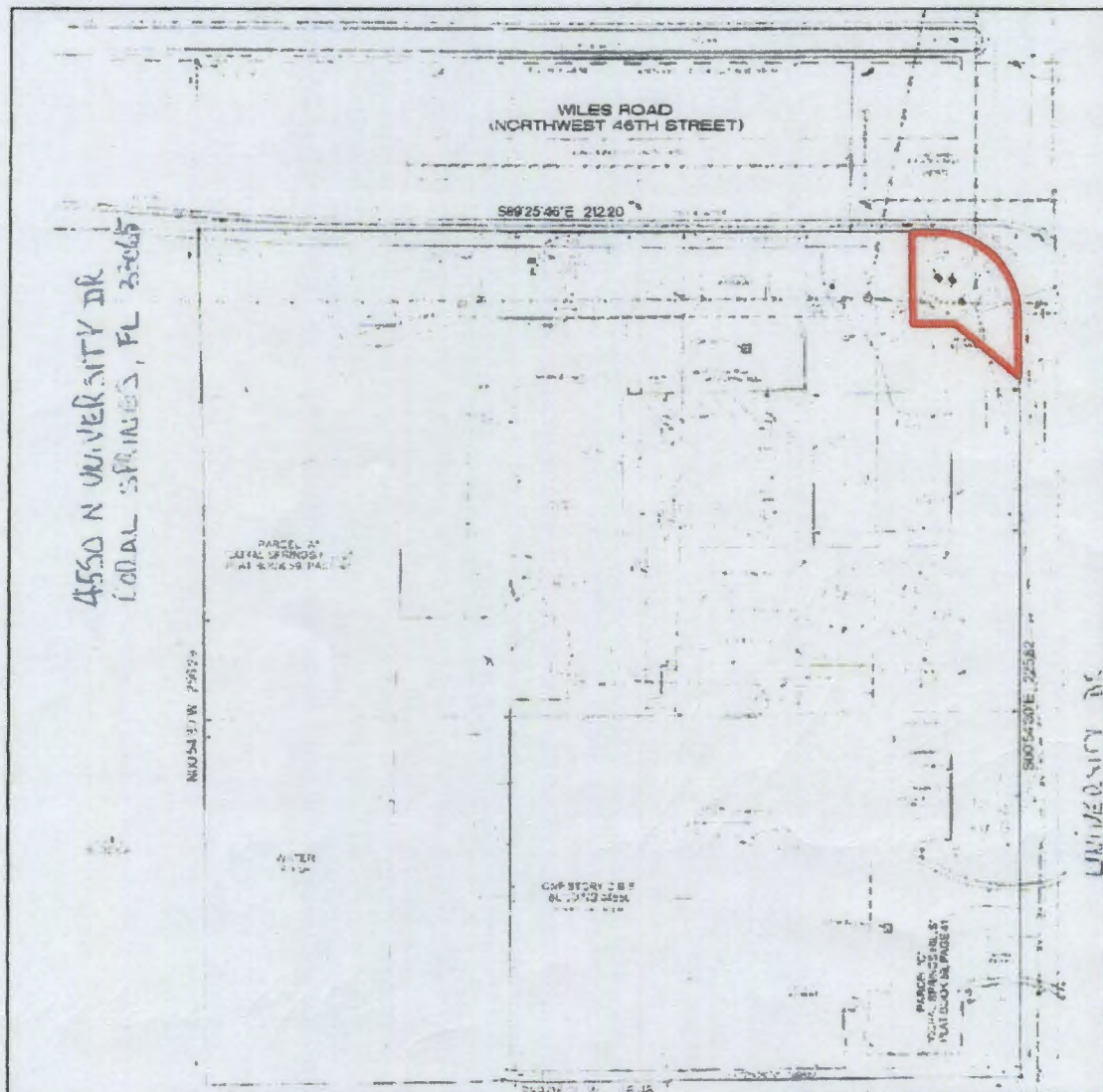
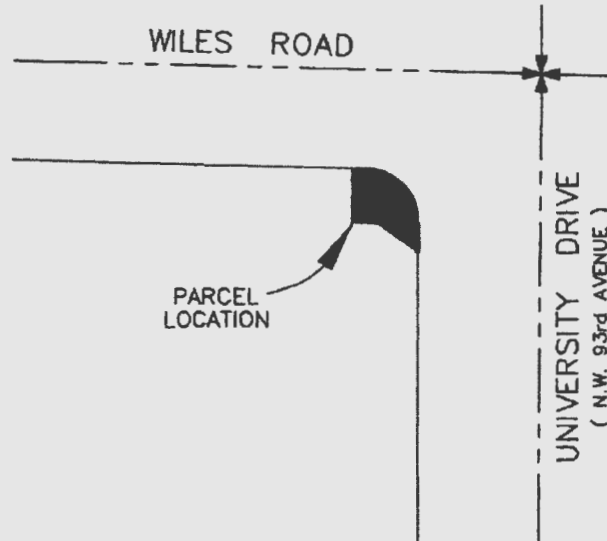


EXHIBIT "B"

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-12, 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 $N00^{\circ}00'00"E$.
- 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
P.C. = 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\Moat Arm at University Dr and Wiles Rd\Parcel Sketch 1.dwg

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

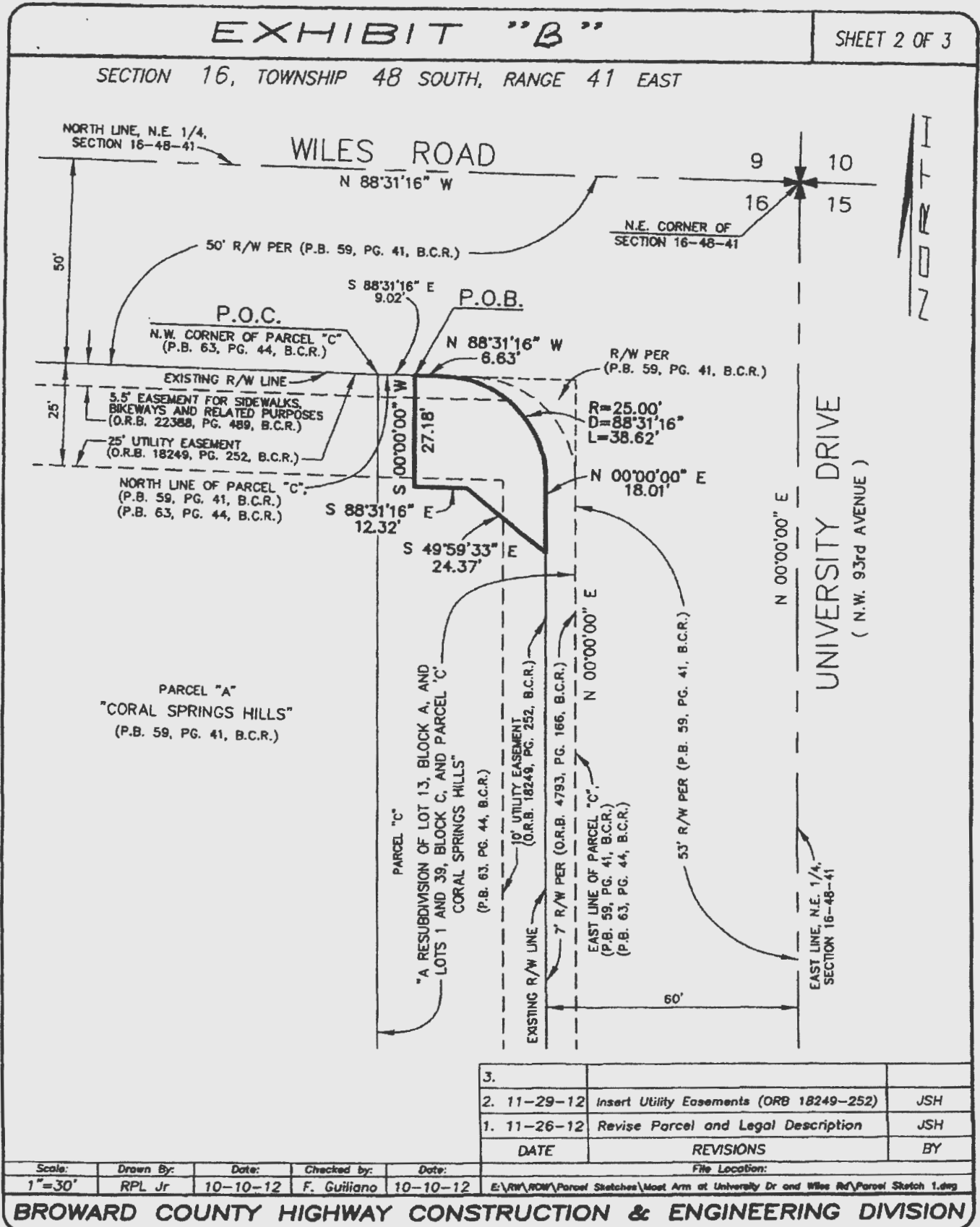


EXHIBIT "B"

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. 11-29-12	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:
Not to Scale	RPL Jr	10-10-12	F. Guiliano	10-10-12	E:\RW\ROW\Parcel Sketches\Must Ann at University Dr and Wiles Rd\Parcel Sketch 1.dwg

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

EXHIBIT "A"

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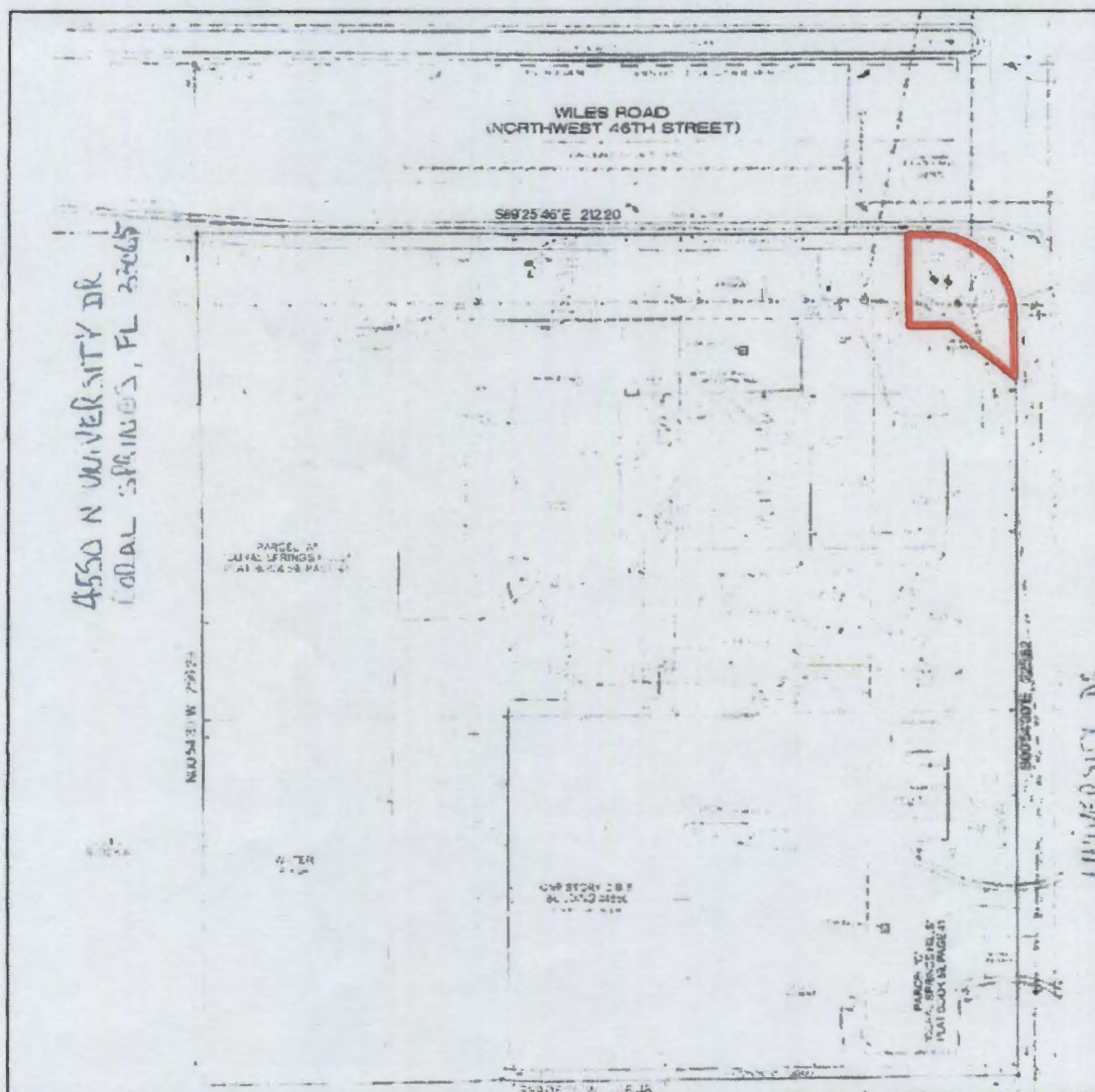
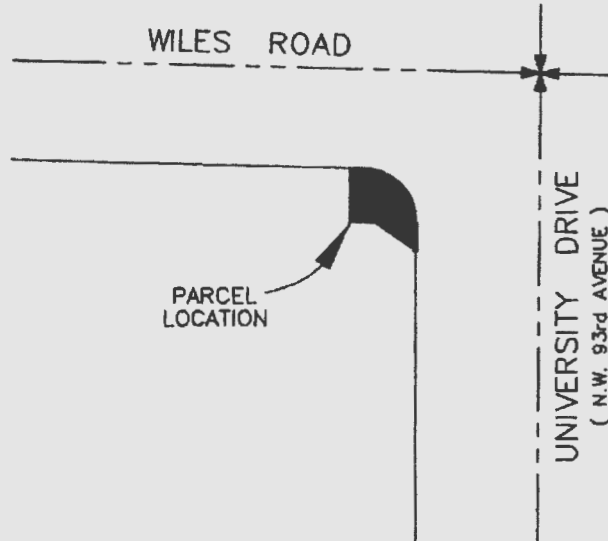


EXHIBIT "B"

SHEET 1 OF 3

SECTION 16, TOWNSHIP 48 SOUTH, RANGE 41 EAST



LOCATION SKETCH
BROWARD COUNTY, FLORIDA
NOT TO SCALE

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Frank J. Guiliano
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NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL
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NOTES:

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DATE	REVISIONS	BY

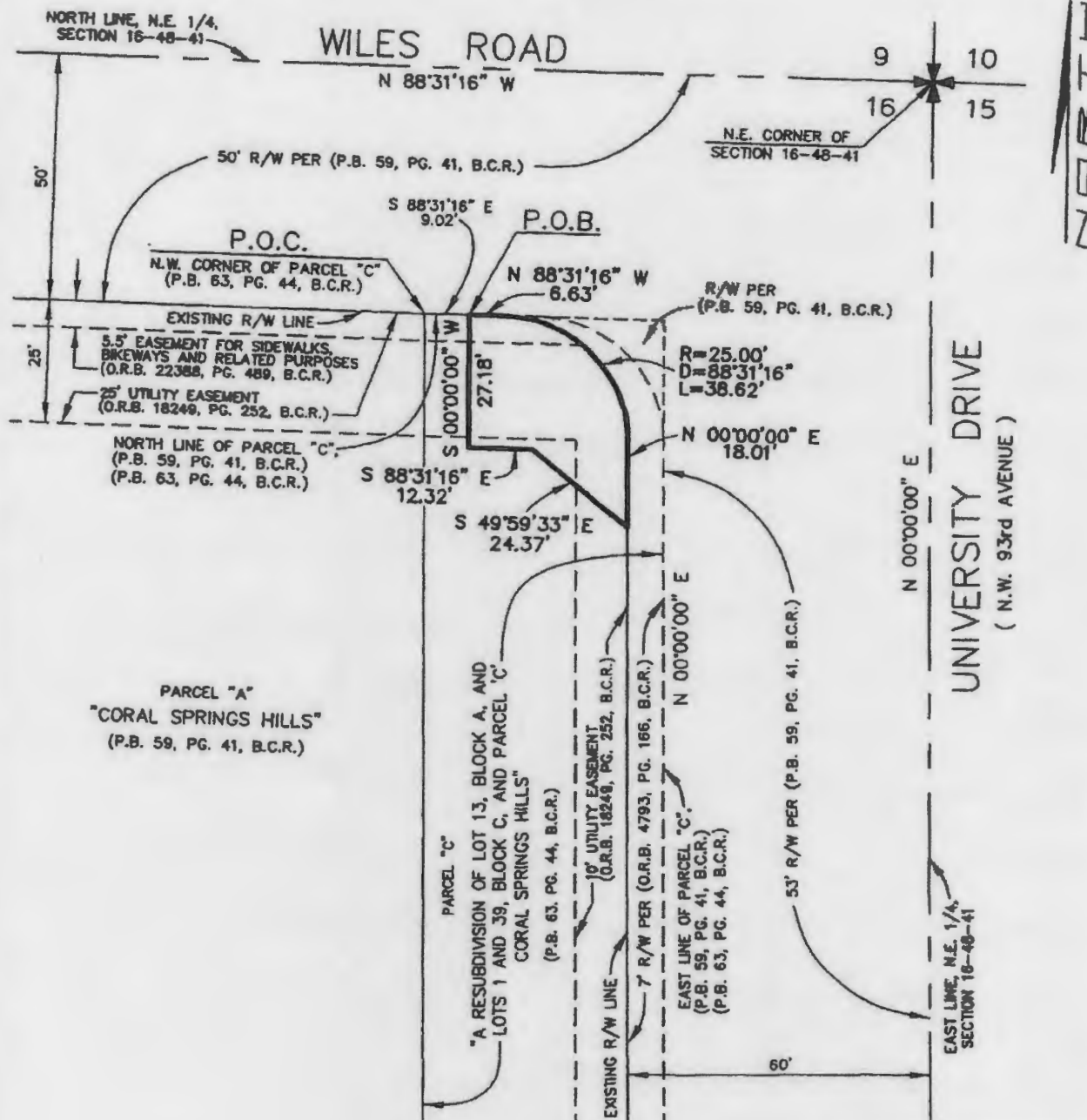
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Not to Scale	RPL Jr, JSH	10-10-12	F. Guiliano	10-10-12	E:\RW\ROW\Parcel Sketches\West Arm at University Dr and Wiles Rd\Parcel Sketch 1.dwg

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. Guiliano	10-10-12	E:\RM\RDW\Parcel Sketches\Moat Arm at University Dr and Wilce 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:

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DATE	REVISIONS	BY

Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not to Scale	RPL Jr	10-10-12	F. Guiliano	10-10-12	E:\RW\ROW\Parcel Sketches\Most Ann at University Dr and Miles Rd\Parcel Sketch 1.dwg

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

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 20th day of November, 20 13.

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: Damian Nusynski
Title: Managing Member
20th day of November, 20 13.

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on this 20th day of November, 20 13, by Damian 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:

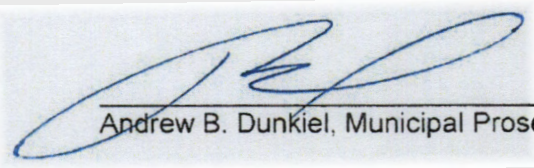
CITY

CITY OF CORAL SPRINGS, FLORIDA

CITY CLERK

MAYOR

APPROVED AS TO FORM

A handwritten signature in blue ink, appearing to read "AD", is written over a horizontal line.

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: _____
Carlos Cabarrocas-Rodriguez (Date)
Assistant County Attorney

By: _____
Noel M. Pfeffer (Date)
Deputy County Attorney

CRC:dmv
8/20/13
13-089.08