

This instrument prepared by:
Carlos Rodriguez-Cabarrocas, 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 is made this ___ day of _____, 2015 ("Effective Date"), by BROWARD COUNTY, a political subdivision of the State of Florida whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301-1801 ("**COUNTY**"), to CITY OF OAKLAND PARK, a municipal corporation existing under the laws of the State of Florida whose address is 3650 N.E. 12 Avenue, Oakland Park, Florida 33334 ("**CITY**").

WITNESSETH

WHEREAS, COUNTY holds title to certain property situate in Broward County, Florida, as more particularly described on Exhibit "A," attached hereto and made a part hereof ("**Property**"); and

WHEREAS, CITY desires a utility easement for, in, on, over, under, and across the Property; and

WHEREAS, COUNTY is willing to grant such an easement consistent with the terms 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, COUNTY 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. COUNTY hereby grants unto CITY a non-exclusive, perpetual utility easement for, in, on, over, under, and across the Property, with the full and free right of ingress and egress, for the purposes of the construction, installation, reconstruction, rebuilding, replacement, repairing, operation, distribution, and maintenance of lift stations, force mains, water lines, gravity sewers, storm drainage systems, natural gas lines, LP gas lines and tanks, messages or communication lines, and all appurtenances relative to such facilities or systems ("**Utility Easement**").
3. CITY shall have the right and privilege, from time to time, to alter, improve, enlarge, add to, replace, remove, or relocate such facilities or systems built in, upon, over, under, through, or across the Property, along with all rights and privileges necessary or convenient for the full benefit and use thereof, for purposes described in this instrument. CITY shall also have the right to clear obstructions

within the Property that might interfere with the purposes for which such facilities or systems were or will be built, and shall have a right of ingress and egress for personnel and equipment of CITY, its contractors, agents, successors, or assigns, over the adjoining lands of COUNTY for the purpose of maintaining the above facilities and systems located in the Property.

4. COUNTY may, for its own purposes, utilize the Property and shall retain a right of free ingress and egress in, over, through, upon, and across the Property that does not unreasonably interfere with CITY's exercise of this Utility Easement.
5. Except as otherwise provided herein, this Utility Easement shall not be assigned, in whole or in part, without the prior written consent of COUNTY, which consent may not be unreasonably withheld or delayed. Any assignment made, either in whole or in part, without the prior written consent of COUNTY shall be void and without legal effect.
6. To the extent permitted by law, and without either party waiving its sovereign immunity, each party is responsible for all personal injury and property damage attributable to the negligent, reckless, or intentional acts or omissions of that party and the officers, employees, and agents thereof.
7. This Utility Easement shall not be released or amended without the consent of both parties as evidenced by a document in the Public Records of Broward County, Florida, except that this Utility Easement may be terminated by COUNTY upon abandonment of this Utility Easement by CITY.
8. CITY, at its own expense, shall record this fully executed Utility Easement in its entirety in the Public Records of Broward County, Florida.
9. This Utility Easement shall be governed by and interpreted according to the laws of the State of Florida.
10. 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.
11. All provisions of this Utility Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
12. CITY acknowledges that the Utility Easement granted herein is subject to all easements, restrictions, reservations, and other matters of record.
13. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of

delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Real Property Section
Broward County Governmental Center, Room 326
115 South Andrews Avenue
Fort Lauderdale, FL 33301

FOR CITY:

City of Oakland Park
Director of Public Works
3650 N.E. 12 Avenue
Oakland Park, FL 33334

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the undersigned has signed and executed this 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 _____, 2015.

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 _____, 2015.

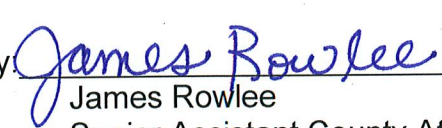
Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
Approved by Broward County
Risk Management Division

By:  1/6/15
Signature (Date)
Risk Management Division

Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By:  1/7/15
Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

By:  1/7/15
James Rowlee (Date)
Senior Assistant County Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, Mayor or Vice-Mayor, who is personally known to me or who has produced _____ as identification.

Notary Public in and for the
County and State last aforesaid.

My Commission Expires: _____

CRC/tlr
Easterlin Park Utility Easement
09/25/14 14-089.47

REF: Approved BCC _____ Item No: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

All that part of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 21, Township 49 South, Range 42 East, lying West of the West Right-of-Way line of the Seaboard Coast Line Railroad and North of the North Right-of-Way line of the C-13 Canal of the Central and Southern Florida Flood Control District, as shown on the plat thereof, recorded in Plat Book 15, Page 4, of the Public Records of Broward County, Florida.

together with

All that part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, lying West of and adjacent to the West right-of-way line of the Seaboard Coast Line Railroad, in Section 21, Township 49 South, Range 42 East.

EXHIBIT "B"

**SKETCH & DESCRIPTION
10' UTILITY EASEMENT**

PART OF THE SOUTHEAST ONE-QUARTER OF
SECTION 21, TOWNSHIP 49 SOUTH, RANGE 42 EAST
CITY OF OAKLAND PARK

LAND DESCRIPTION:

A portion of the Southeast One-Quarter(1/4) of Section 21, Township 49 South, Range 42 East, lying in Broward County, Florida, described as follows:

A strip of land 10 feet in width, lying 5 feet of each side on the following described Centerline:

COMMENCE at the East 1/4 Corner of said Section 21, thence S 87°23'18" W along the North line of the Southeast 1/4 of Said Section 21, a distance of 1,916.89 feet to the POINT OF BEGINNING of said Centerline; thence S 00°53'27" W, 9.70 feet; thence S 07°05'47" W, 101.58 feet; thence S 09°26'57" W, 94.21 feet; thence S 12°25'57" W, 96.34 feet; thence S 21°09'17" W, 31.37 feet; thence S 09°09'26" E, 93.59 feet to the POINT OF TERMINATION of said Centerline.

Side lines of said 10 foot strip are to be prolonged or shortened to form a continuous strip of land.

Said lands situate and being in the City of Oakland Park, Broward County, Florida.

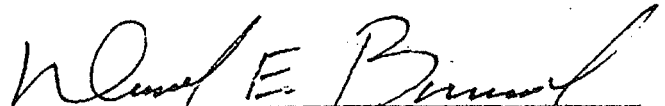
SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the North line of the Southeast 1/4 of Section 21 having a bearing of S 87°23'18" W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: F.B. = Field Book; L.B. = Licensed Business; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination.


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: 8/12/14



DAVID ERIC BREAU, Jr, P.L.S.
Florida Registration No. 5957
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

REVISIONS		AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL (561) 392-2594, FAX (561) 394-7125 www.AVIROMSURVEY.com <small>©2014 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>	JOB #:	9691-1
			SCALE:	1" = 60'
			DATE:	08/06/2014
			BY:	D.E.B.
			CHECKED:	D.E.B.
			F.B.	1625 PG. 21
SHEET:	1 OF 2			

SKETCH & DESCRIPTION
10' UTILITY EASEMENT
PART OF THE SOUTHEAST ONE-QUARTER OF
SECTION 21, TOWNSHIP 49 SOUTH, RANGE 42 EAST
CITY OF OAKLAND PARK

NORTHWEST 1/4
SECTION 22

NORTHEAST 1/4
SECTION 21

P.O.B.

S 87°23'18" W 1916.89'

S 00°53'27" W
9.70'

P.O.C.
EAST 1/4 CORNER
SECTION 21-49-42

NORTH LINE OF
SOUTHEAST 1/4
OF SECTION 21
(BEARING BASIS)

S 07°05'47" W
101.58'

5'
5'

S 09°26'57" W
94.21'

SOUTHWEST 1/4
SECTION 22

SOUTHEAST 1/4
SECTION 21

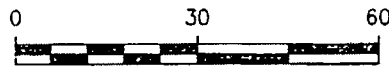
S 12°25'57" W
96.34'

CENTERLINE 10'
UTILITY EASEMENT

S 21°09'17" W
31.37'

S 09°09'26" E
93.59'

P.O.T.



GRAPHIC SCALE IN FEET
1" = 60'

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
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JOB #:	9691-1
SCALE:	1" = 60'
DATE:	08/06/2014
BY:	D.E.B.
CHECKED:	D.E.B.
F.B. 1625 PG.	21
SHEET:	2 OF 2