

RESOLUTION NO. 2017-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ACCEPTING A CANAL MAINTENANCE EASEMENT OVER, ACROSS, THROUGH, AND UPON A PORTION OF REAL PROPERTY OWNED BY WASTE MANAGEMENT INC. OF FLORIDA AND LOCATED IN POMPANO BEACH, FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Waste Management Inc. of Florida ("Property Owner"), owns title to certain real property identified as folio number 4842-28-28-0010 ("Property"), as more particularly described in the legal description within the Canal Maintenance Easement, attached hereto and made a part hereof as Exhibit 1 ("Canal Maintenance Easement"); and

WHEREAS, Property Owner filed a petition with Broward County ("County") to vacate two public drainage easements on the Property ("Petition") pursuant to Section 25.101 of the Administrative Code of Broward County, Florida ("Administrative Code"); and

WHEREAS, the Real Property Section of the County accepted the Petition on March 28, 2017, and submitted the Petition to the County's agencies for review and approval in accordance with Section 25.101 of the Administrative Code; and

WHEREAS, Broward County Water and Wastewater Services ("Agency") reviewed the Petition and requested that the Property Owner grant to the County a perpetual and nonexclusive canal maintenance easement over, across, through, and upon the Property ("Easement"); and

WHEREAS, the Property Owner will grant the Easement to the County in accordance with the terms and conditions of the Canal Maintenance Easement, which has been executed by the Property Owner and approved by the Agency; and

WHEREAS, the Board of County Commissioners of Broward County, Florida ("Board"), has determined that acceptance of the Canal Maintenance Easement serves a public purpose and is in the best interest of the County, NOW, THEREFORE,

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

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

Section 2. The Board hereby accepts the Canal Maintenance Easement.

Section 3. The Canal Maintenance Easement shall be properly recorded in the Public Records of Broward County, Florida.

Section 4. SEVERABILITY.

If any portion of this Resolution is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution. If any Court determines that this Resolution, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies),

property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual group, entity, property, or circumstance.

Section 5. EFFECTIVE DATE.

This Resolution shall become effective upon adoption.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

By /s/ Irma Qureshi 09/12/17  
Irma Qureshi (date)  
Assistant County Attorney

IQ/dnt  
09/12/17  
Canal Maintenance Easement  
#17-008  
#17-089  
226544

Return To:  
Broward County Real Property Section  
115 S Andrews Ave, Room 501  
Fort Lauderdale, FL 33301-1801

Prepared by:  
Catherine A. Donn  
Craven Thompson & Associates, Inc.  
3563 NW 53 ST  
Fort Lauderdale, FL 33306-6311

Folio #: 484228280010

**CANAL MAINTENANCE EASEMENT**

THIS CANAL MAINTENANCE EASEMENT ("Easement Agreement") is granted this \_\_\_\_ day of \_\_\_\_\_, 2017, by WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, whose address is 2700 Wiles Road, Pompano Beach, FL 33073, hereinafter referred to as "Grantor", to Broward County, Florida, a political subdivision of the State of Florida, whose address is 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as "Grantee".

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey:

To Grantee, its successors and assigns, a perpetual and non-exclusive canal maintenance easement for ingress, egress and access to and maintenance of an adjacent canal together with any appurtenances incidental and necessary thereto, over, across, through and upon the real property, owned in fee simple by Grantor and located in Broward Water Control District 3, County of Broward, State of Florida, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Canal Maintenance Easement Area"), which easement shall include the right to traverse with equipment across the Canal Maintenance Easement Area to accomplish said maintenance.

The foregoing easement is subject to the following terms, conditions and covenants:

1. No improvements or encroachments shall be placed within the Canal Maintenance Easement Area by Grantor without the approval of Grantee.
2. The rights granted herein to Grantee (a) may be released by a recordable release executed by Grantee; or (b) modified by a written, recordable modification executed by Grantor and Grantee.
3. Grantee acknowledges that Grantee shall be responsible for maintenance or repair of the Canal Maintenance Easement Area arising from Grantee's use thereof, and that Grantor shall have the right, but not the obligation, to maintain or repair said Canal Maintenance Easement Area arising from Grantee's use.
4. This Easement Agreement and the easement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running

with the land, binding the lands described herein and binding upon and inuring to the benefit of the parties specified herein, their respective legal representatives, heirs, successors and assigns.

5. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation or administrative proceeding shall be exclusively in Broward County, Florida. In the event of litigation, each party shall be responsible for its own costs, including attorneys' fees.

6. This Easement Agreement may be executed in counterparts, each of which will be deemed an original as against any party whose signature appears hereon, and all of which shall constitute one and the same agreement. This Easement Agreement shall be recorded by Grantee after its execution.

7. This Easement Agreement, together with the Exhibit "A" attached hereto, contains the entire agreement of the parties and may only be modified, amended or terminated as set forth herein. If any term or provision of this Easement Agreement or the application thereof to any purpose or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall remain valid and enforceable. Each term and provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **JURY WAIVER.** EACH PARTY WAIVES RIGHT TO A JURY IN ANY LITIGATION IN CONNECTION WITH THIS EASEMENT AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS EASEMENT AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL.

9. In order for a notice to a party to be effective under this Easement Agreement, notice must be sent via United States Post Office mail with acknowledgement of delivery to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this paragraph.

**FOR GRANTEE:**

Facilities Management Division - Real Property Section  
Broward County Governmental Center  
115 South Andrews Avenue, Room 501  
Fort Lauderdale, FL 33301

**FOR GRANTOR:**

Waste Management Inc. of Florida  
Attn: Director of Real Estate  
720 East Butterfield Road  
Lombard, IL 60148

**WITH A COPY TO:**

Waste Management Inc. of Florida  
Attn: Legal Department  
2700 Wiles Road  
Pompano Beach, FL 33070

10. To the extent permitted by law, and without Grantee 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.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the day and year first written above.

WITNESSES:

WASTE MANAGEMENT INC. OF FLORIDA

  
\_\_\_\_\_

RONALD M. KAPLAN, ASST. SEC.

Print Name: \_\_\_\_\_

  
\_\_\_\_\_

TIMOTHY B. HAWKINS, President

  
\_\_\_\_\_

Print Name: DENISE LOGUE

STATE OF FLORIDA

COUNTY OF BROWARD

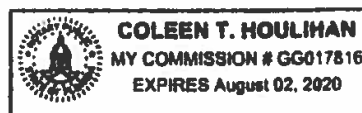
I hereby certify that on this day, before me, an officer duly authorized in the aforesaid State and County to take acknowledgements, personally appeared TIMOTHY B. HAWKINS, well known to me to be the President of WASTE MANAGEMENT INC. OF FLORIDA, who acknowledged that he freely and voluntarily executed the same under authority vested in him by said Corporation.

Witness my hand and official seal in Broward County, Florida this 31 day of August, 2017.

  
\_\_\_\_\_

Notary Public, State of Florida

My Commission:



FOR: BRIDGE DEVELOPMENT

SKETCH AND DESCRIPTION

EXHIBIT "A"

**DESCRIPTION: 15-FOOT CANAL MAINTENANCE EASEMENT**

A PORTION OF TRACT A, DELTA POMPANO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 179, PAGE 67, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT A; THENCE SOUTH 88°20'03" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACT A, A DISTANCE OF 1,226.86 FEET; THENCE NORTH 01°39'57" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 88°20'03" EAST, ALONG A LINE 15.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH SAID SOUTH BOUNDARY, A DISTANCE OF 1,226.86 FEET; THENCE SOUTH 01°17'11" EAST, ALONG THE EAST BOUNDARY OF SAID TRACT A, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA. CONTAINING 18,402 SQUARE FEET OR 0.422 ACRES MORE OR LESS.

THE BEARINGS REFERENCED HEREIN ARE BASED ON A BEARING OF SOUTH 88°20'03" WEST, ALONG THE SOUTH BOUNDARY OF TRACT A, DELTA POMPANO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 179, PAGE 67, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 5J-17.050 - .052 (FLORIDA ADMINISTRATIVE CODE), STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL LAND SURVEYORS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

**CRAVEN THOMPSON & ASSOCIATES, INC.**  
CERTIFICATE OF AUTHORIZATION LB271

Douglas M. Davie, PSM  
4343

Digitally signed by Douglas M. Davie, PSM 4343  
DN: cn=Douglas M. Davie, PSM 4343, o=Craven Thompson & Associates, Inc., ou=Survey, email=ddavie@craventhompson.com, c=US  
Date: 2017.04.11 10:09:22 -04'00'

**DOUGLAS M. DAVIE**  
PROFESSIONAL SURVEYOR AND MAPPER NO. 4343  
STATE OF FLORIDA


THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

G:\1977\77-1061-05-DELTA-POMP\DRAWINGS\77-1061-SD-SOUTH CANAL EASEMENT

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D
REV PER COUNTY COMMENTS	4/11/17	DMD	DMD



**CRAVEN • THOMPSON & ASSOCIATES, INC.**  
ENGINEERS • PLANNERS • SURVEYOR'S  
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400  
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271  
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2017

JOB NO.: 77-1061-006	SHEET 1 OF 3 SHEETS
DRAWN BY: DMD	F.B. N/A PG. N/A
CHECKED BY: RAY	DATED: 04-04-17





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ENGINEERS • PLANNERS • SURVEYORS

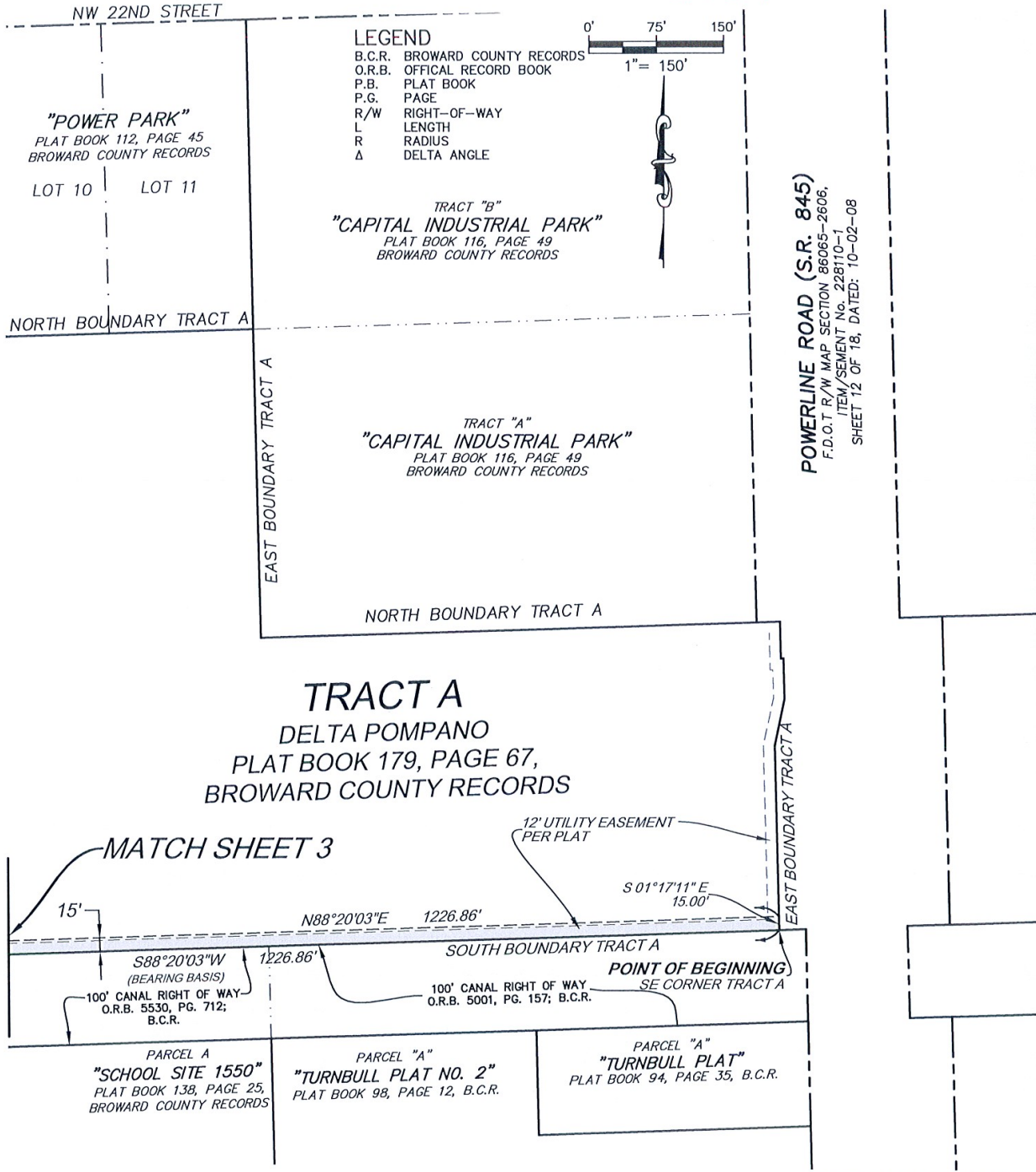
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400  
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271  
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2004

FOR: BRIDGE DEVELOPMENT

**SKETCH AND DESCRIPTION**

EXHIBIT "A"



G:\1977\77-1061-05-DELTA-POMP\DRAWINGS\77-1061-SD-SOUTH CANAL EASEMENT.DWG

SHEET 2 OF 3 SHEETS

JOB NO.: 77-1067-006	DRAWN BY: DMD	CHECKED BY: RAY	F.B.N/A	PG.N/A	DATED: 04-04-17
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**CRAVEN • THOMPSON & ASSOCIATES, INC.**  
ENGINEERS • PLANNERS • SURVEYORS

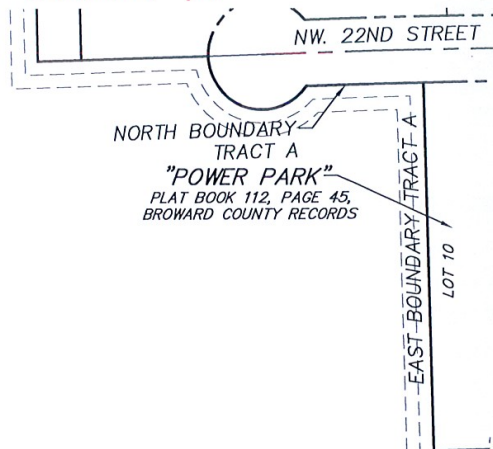
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400  
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FOR: BRIDGE DEVELOPMENT

SKETCH AND DESCRIPTION

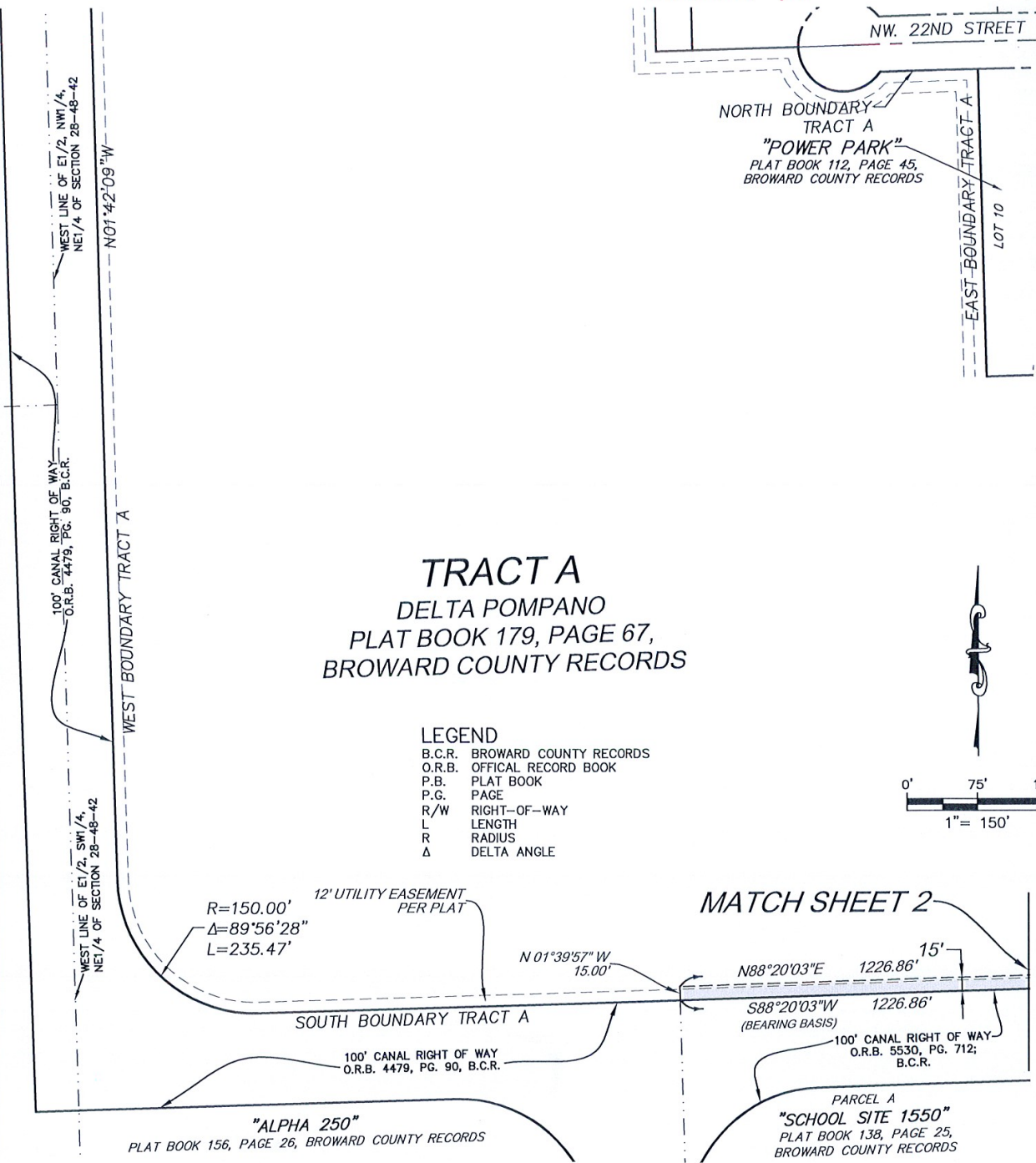
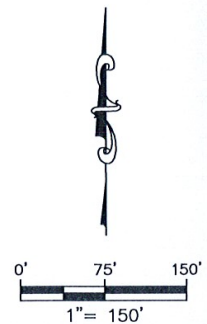
EXHIBIT "A"



**TRACT A**  
DELTA POMPANO  
PLAT BOOK 179, PAGE 67,  
BROWARD COUNTY RECORDS

LEGEND

- B.C.R. BROWARD COUNTY RECORDS
- O.R.B. OFFICAL RECORD BOOK
- P.B. PLAT BOOK
- P.G. PAGE
- R/W RIGHT-OF-WAY
- L LENGTH
- R RADIUS
- Δ DELTA ANGLE



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SHEET 3 OF 3 SHEETS

JOB NO.: 77-1067-006	DRAWN BY: DMD	CHECKED BY: RAY	F.B. N/A	PG. N/A	DATED: 04-04-17
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