

RESOLUTION NO. 2017-

1
2 A RESOLUTION OF THE BOARD OF COUNTY
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
4 ACCEPTING A DRAINAGE EASEMENT ON, OVER, AND
5 ACROSS A PORTION OF REAL PROPERTY OWNED BY THE
6 CITY OF CORAL SPRINGS AND LOCATED IN CORAL SPRINGS,
7 FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN
8 EFFECTIVE DATE.

9 WHEREAS, the City Of Coral Springs, a Florida municipal corporation, is the
10 owner of certain real property located in Coral Springs, Florida ("Property"), which
11 Property is more particularly described in the legal description and sketch made subject
12 to a Drainage Easement Agreement, which is in substantially final form and is attached
13 hereto and made a part hereof as Exhibit "1" ("Easement"); and

14 WHEREAS, the City Of Coral Springs is willing to grant the Easement to Broward
15 County, Florida ("County"), consistent with the terms of the attached Easement; and

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

19
20 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
21 BROWARD COUNTY, FLORIDA:

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

24 Section 2. The Board hereby accepts the Easement attached as
Exhibit "1."

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

3 Section 4. SEVERABILITY.

4 If any portion of this Resolution is determined by any Court to be invalid, the
5 invalid portion shall be stricken, and such striking shall not affect the validity of the
6 remainder of this Resolution. If any Court determines that this Resolution, or any
7 portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies),
8 property(ies), or circumstance(s), such determination shall not affect the applicability
9 hereof to any other individual group, entity, property, or circumstance.

10 Section 5. EFFECTIVE DATE.

11 This Resolution shall become effective upon adoption.

12

13 ADOPTED this _____ day of _____, 2017.

14

15

16

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

18

19 By /s/ Annika E. Ashton 08/10/17
20 Annika E. Ashton (date)
21 Assistant County Attorney

21

22

23 AEA/dnt
08/10/17
Coral Springs Drainage Easement
#17-008
#17-089
218909
24

Exhibit 1

Return recorded copy to:
M. Andrée Hammond, Real Estate Officer
Broward County Real Property Section
115 S. Andrews Avenue, Rm 501
Fort Lauderdale, FL 33301

Document prepared by:
M. Andrée Hammond, Real Estate Officer

Within Folio No: 4841-11-08-0030

DRAINAGE EASEMENT AGREEMENT

This DRAINAGE EASEMENT AGREEMENT ("Agreement"), made and effective on this _____ day of _____, 2017, is by and between the City of Coral Springs, a municipal corporation created and existing under the laws of the State of Florida, whose address is 9551 West Sample Road, Coral Springs, Florida 33065 ("City"), and 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") (collectively, the "Parties").

RECITALS:

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

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

WHEREAS, County desires a perpetual, nonexclusive drainage easement on, over, under, across, and through a portion of said Property, as more particularly described on Exhibit "B," attached hereto and made a part hereof ("Drainage Easement Area"), for the drainage, retention, and outflow of surface water generated from Wiles Road ("Drainage Easement"); and

WHEREAS, City is willing to grant the Drainage Easement to County in accordance with the terms of this Agreement,

NOW, THEREFORE, for good and valuable consideration, including the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals set forth in the above WHEREAS clauses are true, accurate, and incorporated herein by this reference.

2. City hereby grants unto County, including its licensees, agents, independent contractors, successors, and assigns, the Drainage Easement in accordance with the terms of this Agreement.
3. The Drainage Easement shall include the right of ingress and egress over the Property for the purposes of the Drainage Easement.
4. The Drainage Easement shall include the right to undertake any necessary construction, maintenance, repair, inspection, and replacement of the drainage structures to be built on the Drainage Easement Area.
5. City may, for its own purposes, utilize the Property, and shall retain a right of free ingress and egress on, over, under, across, and through the Property that does not unreasonably interfere with County's exercise of the Drainage Easement.
6. City represents and warrants that it owns the Property.
7. This Agreement may not be modified or rescinded in any respect, in whole or in part, except by the agreement of County and City, and then only by written instrument, duly executed, acknowledged, and recorded in the Public Records of Broward County, Florida.
8. 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 itself and its officers, employees, and agents.
9. County, at its own expense, shall record this fully executed Agreement in its entirety in the Public Records of Broward County, Florida.
10. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
11. 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.
12. All provisions of this Agreement, 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.

13. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via email 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 Section.

FOR GRANTOR:

City of Coral Springs
Parks and Recreation
9551 West Sample Road
Coral Springs, Florida 33065
Email address: _____

FOR COUNTY:

Broward County Real Property Section
Attn: Purvi Bhogaita, Director, Real Property Section
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: pbhogaita@broward.org

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: CITY OF CORAL SPRINGS, signing by and through its Mayor or Vice-Mayor, authorized to execute same, and 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 _____, 2016.

CITY

ATTEST:

CITY OF CORAL SPRINGS

Debra Thomas
City Clerk

By [Signature]
Mayor

19th day of July, 2017.

(SEAL)

[Signature]
City Manager

19th day of July, 2017.

APPROVED AS TO FORM:

By [Signature]
Attorney

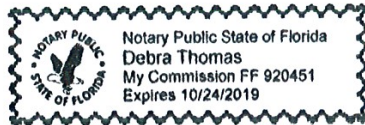
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of July, 2017, by Walter G. Campbell Jr, Mayor or Vice-Mayor, who is personally known to me or who has produced _____ as identification.

Debra Thomas

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



DRAINAGE EASEMENT AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS
AND BROWARD COUNTY.

COUNTY

ATTEST:

BROWARD COUNTY, by and 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__

Insurance requirements
approved by Broward County
Risk Management Division

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

By WJF 11-9-17
Signature (Date)

By: Annika E. Ashton 01/01/2017
Assistant County Attorney (Date)

WAYNE FLETCHER Risk MGR.
Print Name and Title above

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

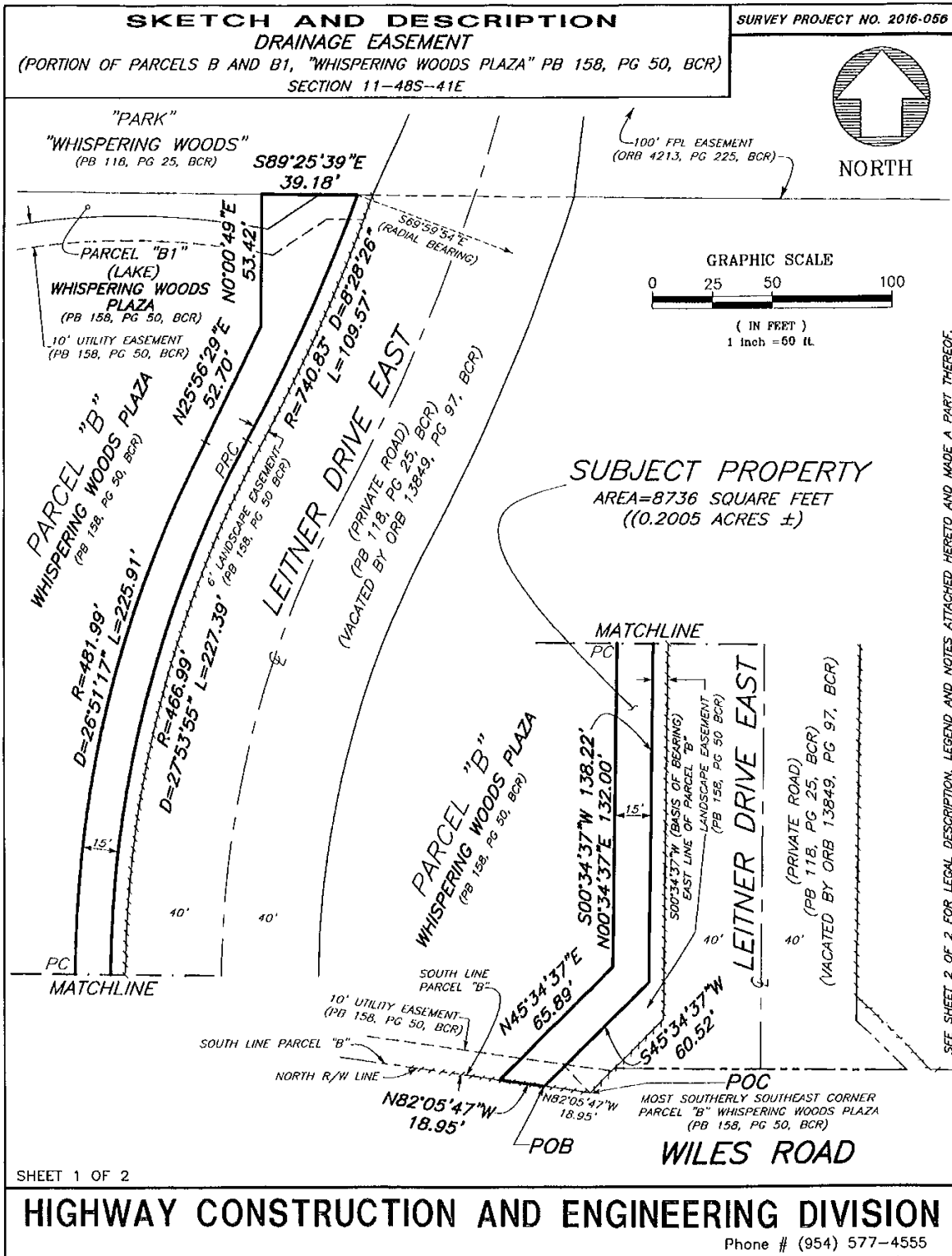
Parcel B of WHISPERING WOODS PLAZA, Plat Book 158, Page 50, of the Public
Records of Broward County, Florida

**EXHIBIT "B"
EASEMENT AREA**

A PORTION OF PARCELS "B" AND "B1", "WHISPERING WOODS PLAZA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 158, PAGE 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL "B", SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY UNE OF WILES ROAD; THENCE NORTH 82° 05' 47" WEST, ALONG SAID LINE, A DISTANCE OF 18.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE, NORTH 82° 05' 47" WEST, A DISTANCE OF 18.95 FEET; THENCE NORTH 45° 34' 37" EAST, A DISTANCE OF 65.89 FEET; THENCE NORTH 00° 34' 37" EAST, A DISTANCE OF 132.00 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 481.99 FEET, THROUGH A CENTRAL ANGLE OF 26° 51' 17", AN ARC DISTANCE OF 225.91 FEET; THENCE NORTH 25° 56' 29" EAST, A DISTANCE OF 52.70 FEET; THENCE NORTH 0° 00' 49" EAST, A DISTANCE OF 53.42 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "B1"; THENCE SOUTH 89° 25' 39" EAST, ALONG SAID LINE AND THE NORTH LINE OF SAID PARCEL "B", A DISTANCE OF 39.18 FEET TO A POINT ON A NON-TANGENT CURVE (A RADIAL LINE TO SAID POINT BEARS SOUTH 69° 59' 54" EAST); THENCE SOUTHERLY LONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 740.83 FEET, THROUGH A CENTRAL ANGLE OF 8° 28' 26", AN ARC DISTANCE OF 109.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 466.99 FEET, THROUGH A CENTRAL ANGLE OF 27° 53' 55", AN ARC DISTANCE OF 227.39 FEET; THENCE SOUTH 00° 34' 37" WEST, A DISTANCE OF 138.22 FEET; THENCE SOUTH 45° 34' 37" WEST, A DISTANCE OF 60.52 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA AND CONTAINING 8736 SQUARE FEET (0.2005 ACRES), MORE OR LESS.



SKETCH AND DESCRIPTION DRAINAGE EASEMENT (PORTION OF PARCELS B AND B1, "WHISPERING WOODS PLAZA" PB 158, PG 50, BCR) SECTION 11--48S--41E	SURVEY PROJECT NO. 2016-056
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LEGEND

- | | |
|--|---|
| <p>"BCED" = BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION
 BCR = BROWARD COUNTY RECORDS
 CL = CENTERLINE
 FPL = FLORIDA POWER AND LIGHT COMPANY
 ORB = OFFICIAL RECORDS BOOK
 PB = PLAT BOOK
 PC = POINT OF CURVATURE
 POB = POINT OF BEGINNING</p> | <p>POC = POINT OF COMMENCING
 PG = PAGE
 PRC = POINT OF REVERSE CURVATURE
 PSM = PROFESSIONAL SURVEYOR AND MAPPER
 R/W = RIGHT-OF-WAY
 R = RADIUS
 D = DELTA
 L = LENGTH OF CURVE</p> |
|--|---|

LAND DESCRIPTION

A PORTION OF PARCELS "B" AND "B1", "WHISPERING WOODS PLAZA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 158, PAGE 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL "B", SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF WILES ROAD; THENCE NORTH 82°05'47" WEST, ALONG SAID LINE, A DISTANCE OF 18.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE, NORTH 82°05'47" WEST, A DISTANCE OF 18.95 FEET; THENCE NORTH 45°34'37" EAST, A DISTANCE OF 65.89 FEET; THENCE NORTH 00°34'37" EAST, A DISTANCE OF 132.00 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 481.99 FEET, THROUGH A CENTRAL ANGLE OF 26°51'17", AN ARC DISTANCE OF 225.91 FEET; THENCE NORTH 25°56'29" EAST, A DISTANCE OF 52.70 FEET; THENCE NORTH 0°00'49" EAST, A DISTANCE OF 53.42 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "B1"; THENCE SOUTH 89°25'39" EAST, ALONG SAID LINE AND THE NORTH LINE OF SAID PARCEL "B", A DISTANCE OF 39.18 FEET TO A POINT ON A NON-TANGENT CURVE (A RADIAL LINE TO SAID POINT BEARS SOUTH 69°59'54" EAST); THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 740.83 FEET, THROUGH A CENTRAL ANGLE OF 8°28'26", AN ARC DISTANCE OF 109.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 466.99 FEET, THROUGH A CENTRAL ANGLE OF 27°53'55", AN ARC DISTANCE OF 227.39 FEET; THENCE SOUTH 00°34'37" WEST, A DISTANCE OF 138.22 FEET; THENCE SOUTH 45°34'37" WEST, A DISTANCE OF 60.52 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA AND CONTAINING 8736 SQUARE FEET (0.2005 ACRES), MORE OR LESS

SURVEY NOTES

- 1) THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE REVIEWING SURVEYOR.
- 2) BEARINGS SHOWN HEREON ARE RELATIVE THE EAST LINE OF PARCEL B, "WHISPERING WOODS PLAZA" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 158, PAGE 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LINE BEARS SOUTH 00°34'37" WEST.

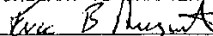
SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 2 OF 2

CERTIFICATE

I HEREBY 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 STANDARDS OF PRACTICE AS SET FORTH UNDER (CHAPTER 5J-17 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


 3-14-2016
 PROFESSIONAL SURVEYOR AND MAPPER #LS5585, STATE OF FLORIDA
 BROWARD COUNTY SURVEYOR

DATE OF SKETCH	DRAWN BY	CHECKED BY	MANAGER
3-10-16	SY	EBA	EBA

SKETCH NO. 2016-056.DWG

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

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