

RESOLUTION NO. 2018-

1
2 A RESOLUTION OF THE BOARD OF COUNTY
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
4 ACCEPTING AN EASEMENT ON, OVER, ACROSS, AND
5 THROUGH A PORTION OF REAL PROPERTY OWNED BY PP
6 OMNI VENTURES, LLC, AND LOCATED IN PEMBROKE PINES,
7 FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN
8 EFFECTIVE DATE.

9 WHEREAS, PP Omni Ventures, LLC, a Florida limited liability company
10 ("Property Owner"), owns title to certain real property identified as folio number
11 5140-15-09-0010 ("Property"), as more particularly described in the legal description
12 within the Easement Agreement, attached hereto and made a part hereof as
13 Attachment 1 ("Easement Agreement"); and

14 WHEREAS, Broward County ("County") has requested that the Property Owner
15 grant to the County an unrestricted and perpetual easement on, over, across, and
16 through a portion of the Property for the installation, operation, maintenance, repair, and
17 replacement of a traffic signal ("Easement"); and

18 WHEREAS, the Property Owner will grant the Easement to the County in
19 accordance with the terms and conditions of the Easement Agreement, which has been
20 executed by the Property Owner and approved by the County; and

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

24 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 incorporated by reference herein as though set forth in full hereunder.

3 Section 2. The Board hereby accepts the Easement Agreement.

4 Section 3. The Easement Agreement shall be properly recorded in the Public
5 Records of Broward County, Florida.

6 Section 4. SEVERABILITY.

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

13 Section 5. EFFECTIVE DATE.

14 This Resolution shall become effective upon adoption.

15
16 ADOPTED this _____ day of _____, 2018.

17
18 Approved as to form and legal sufficiency:
19 Andrew J. Meyers, County Attorney

20 By /s/ Irma Qureshi 02/21/2018
21 Irma Qureshi (date)
22 Assistant County Attorney

23 IQ
24 02/21/2018
Easement Agreement with PP Omni Ventures, LLC
275056

Return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

Folio Number: 5140-15-09-0010

EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT ("Agreement") between PP Omni Ventures, LLC, a Florida limited liability company, whose address is 15951 S.W. 41st Street, Suite 800, Davie, Florida 33331 ("Grantor"), and Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 151 S. Andrews Avenue, Fort Lauderdale, Florida 33301 ("Grantee"), is entered into and effective as of the date this Agreement is accepted by Grantee. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS

Grantor is the owner of the Property (as defined below) located at 304, 306, and 440 S.W. 145th Avenue, Pembroke Pines, Florida 33027.

Grantee desires a perpetual easement on, over, across, and through a portion of the Property for the installation, operation, maintenance, repair, and replacement of a traffic signal.

Grantor is willing to grant such an Easement, as specifically defined in Section 3, to Grantee pursuant to this Agreement.

EASEMENT

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby declare as follows:

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein.
2. **Description of Property.** Grantor is the owner of that certain real property, as more particularly described in **Exhibit A**, attached hereto and made a part hereof ("Property").
3. **Grant of Easement.** Grantor hereby grants to Grantee an unrestricted and perpetual easement on, over, across, and through a portion of the Property, as 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 installation, operation, maintenance, repair, and replacement of a traffic signal ("Easement").

4. **Use of Easement Area.** The grant of said Easement, as described herein, shall be limited to the right (i) of ingress, egress, and access on, over, under, across, and through the Easement Area; and (ii) to install, operate, maintain, repair, and replace the traffic signal structures and appurtenant equipment within the Easement Area.

5. **Grantor's Use of Property.** Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purposes, utilize the Property in any manner that does not unreasonably interfere with the Easement.

6. **Amendments.** This Agreement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Public Records of Broward County, Florida

7. **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8. **Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, GRANTOR AND GRANTEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

10. **Incorporation by Reference.** Attached **Exhibits A and B** are incorporated into and made a part of this Agreement.

11. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12. **Recording.** Grantee, at its own expense, shall record this fully executed Easement in its entirety in the Public Records of Broward County, Florida.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under its signature: PP OMNI VENTURES, LLC, signing by and through its duly authorized representative, 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 _____, 20__ (Agenda Item # ____).

Signed, sealed and delivered
in the presence of:

GRANTOR

PP OMNI VENTURES, LLC

[Signature]
Witness

By: [Signature]

Nick Howard
Print Name

Print Name: Jack Flechner

Title: Manager

[Signature]
Witness

^{13TH} day of February, 2018

AUSTIN HESTER
Print Name

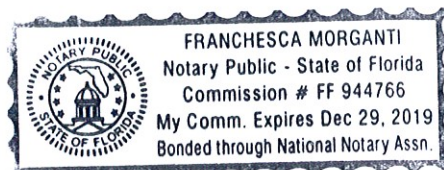
ACKNOWLEDGEMENT

STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me this day of February 13, 2018, by Jack Flechner as Manager of PP Omni Ventures, LLC, [X] who is personally known to me or [] who has produced _____ as identification.

Notary Public:
Signature: [Signature]
Print Name: _____

State of Florida
My Commission Expires: _____
Commission Number: _____
(Notary Seal)



EASEMENT AGREEMENT BETWEEN PP OMNI VENTURES, LLC, AND BROWARD COUNTY.

Accepted By:

GRANTEE

BROWARD COUNTY, through its Board of
County Commissioners

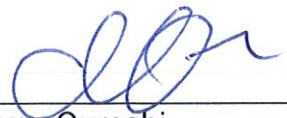
By: _____
Mayor or Vice-Mayor

_____ day of _____, 20____

ATTEST:

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

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

By  2/20/18
Irma Qureshi (Date)
Assistant County Attorney

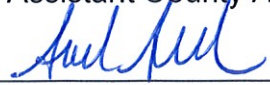
By  2/20/18
Annika E. Ashton (Date)
Senior Assistant County Attorney

EXHIBIT 'A'

LEGAL DESCRIPTION

PARCEL "A", "DUKE REALTY PEMBROKE TWO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 181, PAGE 185, OF THE PUBLIC RECORDS OF BROWARD COUNTY.



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870

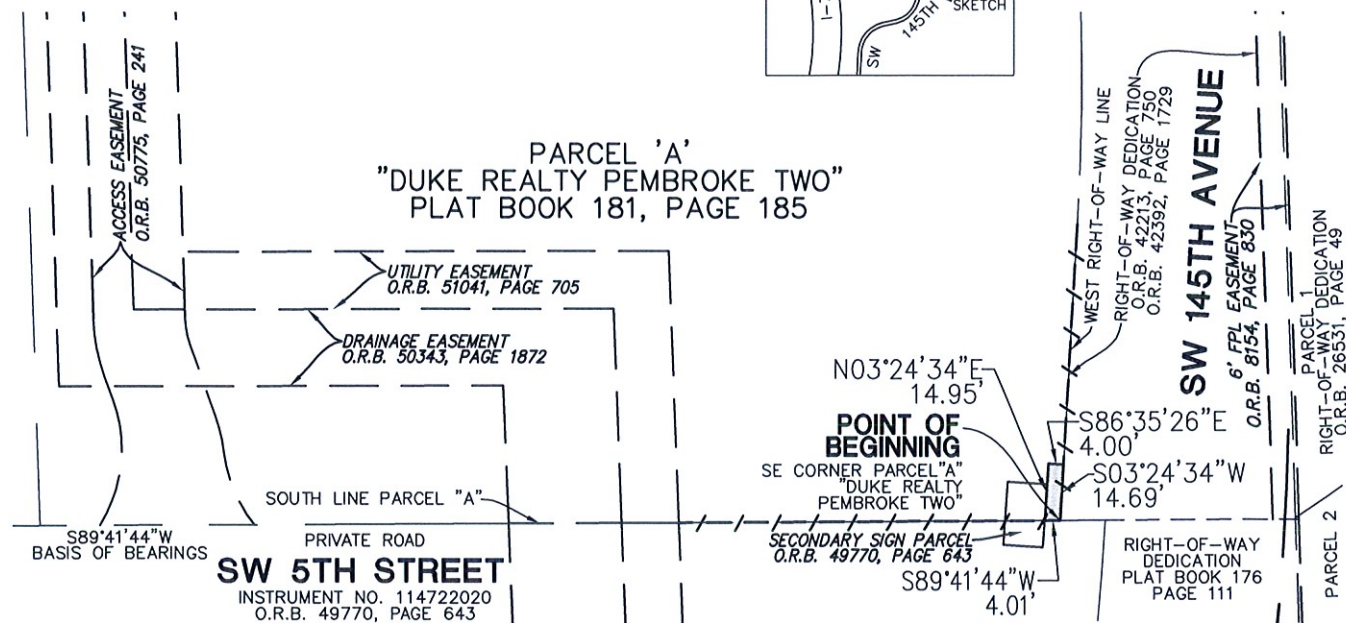
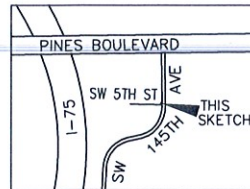


LEGAL DESCRIPTION: TRAFFIC SIGNAL EASEMENT

A PORTION OF PARCEL 'A', "DUKE REALTY PEMBROKE TWO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 181, PAGE 185, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL 'A'; THENCE SOUTH 89°41'44" WEST ON THE SOUTH LINE OF SAID PARCEL 'A', ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST 5TH STREET (PRIVATE ROAD) AS RECORDED IN INSTRUMENT NUMBER 114722020, AND OFFICIAL RECORDS BOOK 49770, PAGE 643, BOTH OF SAID PUBLIC RECORDS, 4.01 FEET; THENCE NORTH 03°24'54" EAST 14.95 FEET; THENCE SOUTH 86°35'26" EAST 4.00 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID PARCEL 'A', ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 145TH AVENUE, RECORDED IN OFFICIAL RECORDS BOOK 42213, PAGE 750, AND OFFICIAL RECORDS BOOK 42392, PAGE 1729, OF SAID PUBLIC RECORDS; THENCE SOUTH 03°24'34" WEST ON SAID EAST LINE AND ON SAID WEST RIGHT-OF-WAY LINE 14.69 FEET TO POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, AND CONTAINING 59 SQUARE FEET, MORE OR LESS.



NOTES:

- 1) BEARINGS ARE BASED ON THE SOUTH LINE OF PARCEL 'A' BEING S89°41'44"W.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND:

- / — NON-VEHICULAR ACCESS LINE
- O.R.B. OFFICIAL RECORDS BOOK
- S.F.W.M.D. SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- F.D.O.T. FLORIDA DEPT. OF TRANSPORTATION

FILE: THOMAS ENGINEERING GROUP

SCALE: 1"=50' DRAWN BY: B.E.

ORDER NO.: 63987

DATE: 11/17/17, REV. 12/21/17

TRAFFIC SIGNAL EASEMENT

PEMBROKE PINES, BROWARD COUNTY, FLORIDA

FOR: PEMBROKE CENTRE

JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
 VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
 STATE OF FLORIDA