

RESOLUTION NO. 2018-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ACCEPTING AN EASEMENT ON, OVER, UNDER, ACROSS, AND THROUGH A PORTION OF REAL PROPERTY OWNED BY PALM AIRE ASSOCIATES LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, AND LOCATED IN POMPANO BEACH, FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Palm Aire Associates Limited Partnership, a Delaware limited partnership ("Property Owner"), owns title to certain real property identified as folio number 4942-04-00-0062 ("Property"), as more particularly described in the Drainage Easement Agreement, attached hereto and made a part hereof as Attachment 1 ("Agreement"); and

WHEREAS, Broward County ("County") has requested that the Property Owner grant to the County an unrestricted and perpetual nonexclusive drainage easement on, over, under, across, and through a portion of the Property for the installation, operation, maintenance, repair, and replacement of drainage structures that serve the drainage, retention, and outflow of surface water ("Easement"); and

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

1 WHEREAS, the Board of County Commissioners of Broward County, Florida
2 (“Board”), has determined that acceptance of the Agreement serves a public purpose
3 and is in the best interest of the County, NOW, THEREFORE,
4

5 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
6 BROWARD COUNTY, FLORIDA:
7

8 Section 1. The recitals set forth in the preamble to this Resolution are true,
9 accurate, and incorporated by reference herein as though set forth in full hereunder.
10

11 Section 2. The Board hereby accepts the Drainage Easement Agreement.
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13 Section 3. The Drainage Easement Agreement shall be properly recorded in
14 the Public Records of Broward County, Florida.
15

16 Section 4. SEVERABILITY.

17 If any portion of this Resolution is determined by any court to be invalid, the
18 invalid portion shall be stricken, and such striking shall not affect the validity of the
19 remainder of this Resolution. If any court determines that this Resolution, or any portion
20 hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies),
21 or circumstance(s), such determination shall not affect the applicability hereof to any
22 other individual group, entity, property, or circumstance.
23
24

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

EXHIBIT A

Prepared by:
Richard Weber
11240 NW 27th CT
Plantation, Florida 33323

Folio Number: 4942-04-00-0062

DRAINAGE EASEMENT AGREEMENT

This DRAINAGE EASEMENT AGREEMENT ("Agreement") between Palm Aire Associates Limited Partnership, a Delaware limited partnership, whose address is 15751 Sheridan Street, PMB #125, 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 in Section 2, located at North Course Lane, Pompano Beach, Florida 33069.

Grantee desires a drainage and access easement on, over, under, across, and through a portion of the Property.

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 the special warranty deed recorded on October 14, 1994, in Official Records Book 22722, Page 784, of the Public Records of Broward County, Florida ("Property").

3. **Grant of Easement.** Grantor hereby grants to Grantee, its licensees, agents, independent contractors, successors and assigns, an unrestricted and perpetual non-exclusive drainage easement on, over, under, across, and through a portion of the Property, as more particularly described on **Exhibit A**, 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 drainage structures that serve the drainage, retention, and outflow of surface water ("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 drainage structures and appurtenant equipment within the Easement Area for drainage, retention, and outflow of surface water.

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 **Exhibit A** is 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]

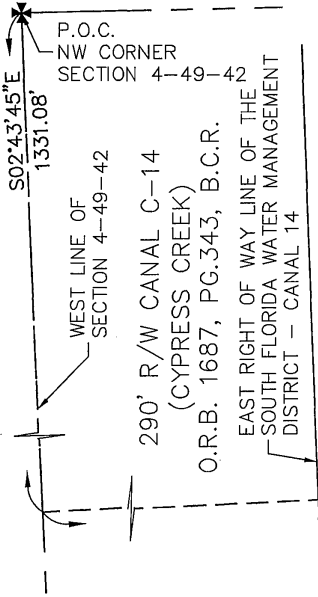
EXHIBIT A

DESCRIPTION: (20 FEET DRAINAGE EASEMENT)

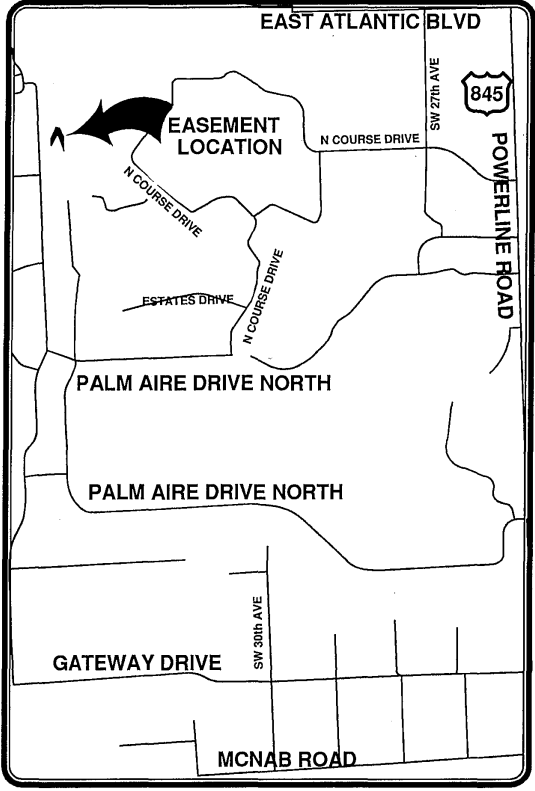
SHEET 1 OF 1

A PORTION OF SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE ALONG WEST LINE OF SAID SECTION 4, SOUTH 02°43'45" EAST 1331.08 FEET; THENCE NORTH 87°16'15" EAST 894.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82°40'29" EAST 3.89 FEET; THENCE SOUTH 14°46'43" EAST 101.92 FEET; THENCE NORTH 87°26'39" EAST 26.01 FEET; THENCE SOUTH 02°33'21" EAST 20.00 FEET; THENCE SOUTH 87°26'39" WEST 42.14 FEET; THENCE NORTH 14°46'43" WEST 45.93 FEET; THENCE NORTH 02°12'59" WEST 75.39 FEET TO THE POINT OF BEGINNING.

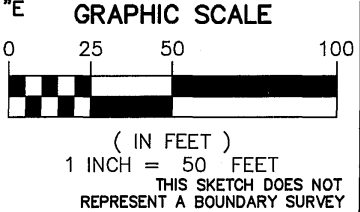
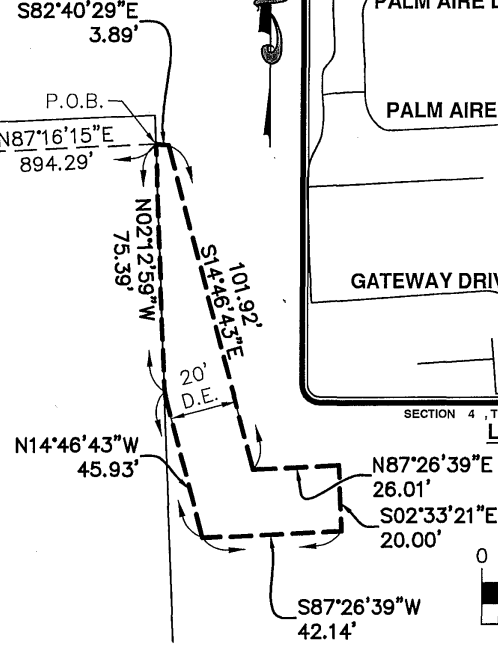
SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.



- ABBREVIATIONS:**
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 R/W = RIGHT OF WAY
 D.E. = DRAINAGE EASEMENT
 PG. = PAGE
 B.C.R. = BROWARD COUNTY RECORDS
 P.B. = PLAT BOOK
 O.R.B. = OFFICIAL RECORD BOOK



- SURVEYOR'S NOTES:**
- SUBJECT PROPERTY WAS NOT ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS OR OTHER MATTERS OF RECORD.
 - BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH, PER THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 0901, NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT 2007, PER THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, WITH A BEARING OF N 88° 56' 16" E. SAID LINE WAS RECOVERED IN THE FIELD AND LOCATED VIA MULTIPLE INDEPENDENT REAL-TIME KINEMATIC GPS OBSERVATIONS, AND IS CONSIDERED TO BE A WELL ESTABLISHED AND MONUMENTED LINE.



SKETCH & DESCRIPTION

DATE	REVISIONS			OWN.	CHK.
	LP	CHECKED BY:	MR		

CERTIFIED TO:
PALM AIRE GOLF & COUNTRY CLUB

MILLER LEGG
 South Florida Office: 5747 N. Andrews Way
 Ft. Lauderdale, Florida · 33309-2364
 954-436-7000 · Fax: 954-436-8664
 www.millerlegg.com

I HEREBY CERTIFY THAT THIS SKETCH MEETS STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES. DATED THIS 22nd DAY OF AUGUST, 2017 A.D.

Martin P. Rossi
MARTIN P. ROSSI
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA REGISTRATION No. 5857
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
 CERTIFICATE OF AUTHORIZATION: LB6680

PROJECT NO. 13-00038	FILE NO. SH-1
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