

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

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]

IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under its signature: PALM AIRE ASSOCIATES LIMITED PARTNERSHIP, through its General Partner, RESORT AT PALM AIRE, INC., 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

[Signature]
Witness

Palm Aire Associates Limited Partnership, a Delaware limited partnership

Kate Buisman
Print Name

By: Resort At Palm Aire, Inc., a Florida corporation, General Partner

[Signature]
Witness

By: [Signature]
Print Name: BENJAMIN D. GOLDMAN
Title: VICE PRESIDENT

PAIGE PHILLIPS
Print Name

Dated: 4/19/18

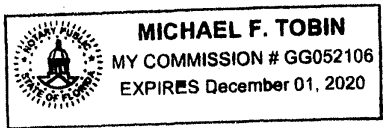
ACKNOWLEDGEMENT

STATE OF FLORIDA }
COUNTY OF BROWARD }
Palm Beach

The foregoing instrument was acknowledged before me this day of April 19th, 2018, by Benjamin D. Goldman as vice President of Resort At Palm Aire, Inc., a Florida corporation, as General Partner of Palm Aire Associates Limited Partnership, a Delaware limited partnership, [] who is personally known to me or [] who has produced a drivers license as identification.

Notary Public:
Signature: [Signature]
Print Name: Michael F. Tobin

State of Florida
My Commission Expires: 12/1/2020
Commission Number: GG052106
(Notary Seal)



DRAINAGE EASEMENT AGREEMENT BETWEEN PALM AIRE ASSOCIATES LIMITED PARTNERSHIP 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  5/16/18
Irma Qureshi (Date)
Assistant County Attorney


By  5/18/18
Annika E. Ashton (Date)
Senior Assistant County Attorney

EXHIBIT A

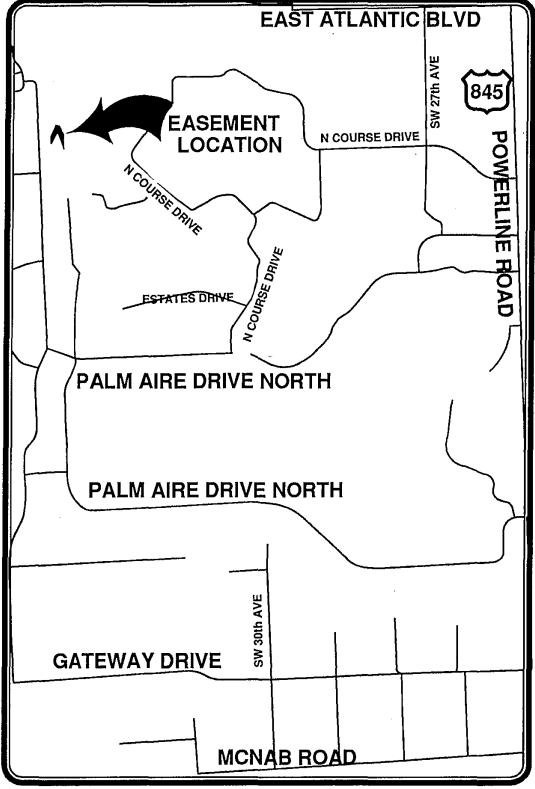
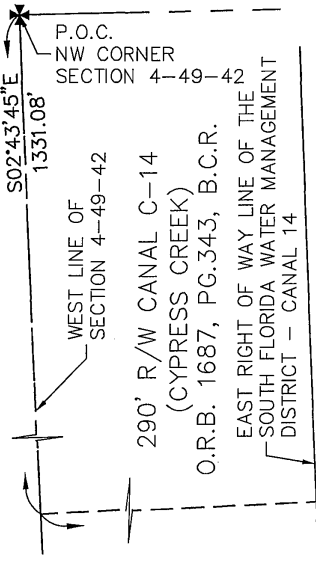
DESCRIPTION: (20 FEET DRAINAGE EASEMENT)

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.

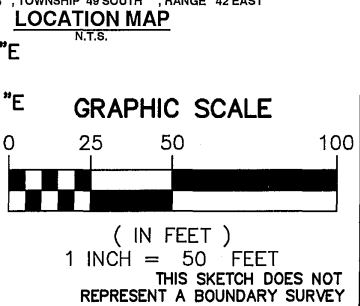
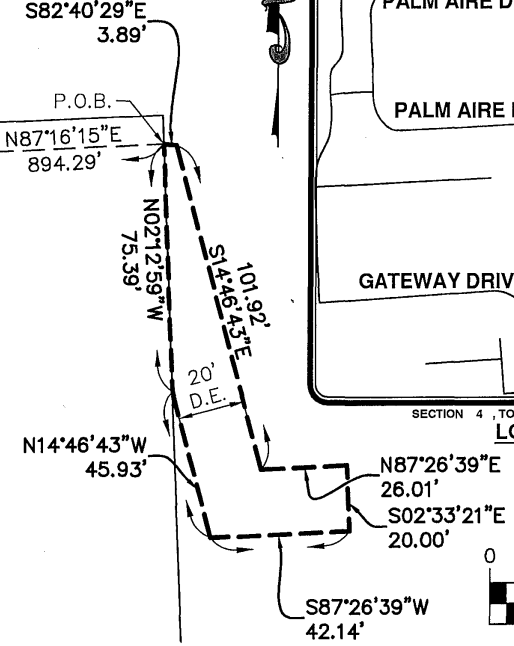
SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

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.

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: LB6580

DRAWN BY: LP CHECKED BY: MR

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

V:\PROJECTS\2015\13-00038 - PALM AIRE GOLF COURSE LAKE EX\13-00038_SD2.DWG 8/23/17 by LPDOLSK