

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

Prepared by:
Annika E. Ashton
Office of the County Attorney, Broward County
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio Number: 4841-34-00-0023

UTILITY AND ACCESS EASEMENT AGREEMENT BETWEEN CITY OF TAMARAC AND BROWARD COUNTY

This UTILITY AND ACCESS EASEMENT AGREEMENT (“Easement Agreement”) between the City of Tamarac, a Florida municipal corporation, whose address is 7525 Northwest 88 Avenue, Tamarac, Florida 33321 (“Grantor”), and Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301 (“Grantee”), is entered into and effective as of the date this Easement Agreement is accepted by Grantee. Grantor and Grantee are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

RECITALS

- A. Grantor is the owner of the Property, as defined in Section 2, located at 6601 Southgate Boulevard, Tamarac, Florida 33321.
- B. Grantee desires a utility and access easement on, over, under, across, and through a portion of the Property for a sewage flow meter.
- C. Grantor is willing to grant such an Easement, as specifically defined in Section 3, to Grantee pursuant to this Easement Agreement.

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:

EASEMENT

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, its licensees, agents, independent contractors, successors, and assigns, an unrestricted and perpetual nonexclusive utility and access easement on, over, under, across, and through a portion of the Property, as more particularly described in **Exhibit B**, attached hereto and made a part hereof, together with any incidental or necessary appurtenances thereto (“Easement Area”), for the construction, installation, operation, maintenance, repair, and replacement of a sewage flow meter to monitor the amount of sewage received from Tamarac, Florida (“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 a sewage flow meter and appurtenant equipment within the Easement Area for monitoring and recording the amount of sewage received from Tamarac, Florida.

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 Easement 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 Easement 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 Easement 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 Easement 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 Easement 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 Easement 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 EASEMENT 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 EASEMENT AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR**

A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS EASEMENT 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 Easement 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 Easement Agreement.

11. **Representation of Authority.** Each individual executing this Easement Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Easement Agreement, duly authorized by all necessary and appropriate action to execute this Easement 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 Agreement in its entirety in the Public Records of Broward County, Florida.

[Signatures and Exhibits on Following Pages]

IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under its signature: CITY OF TAMARAC, signing by and through its _____, 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 _____, 20____ (Agenda Item # _____).

GRANTOR

ATTEST:

City of Tamarac, a Florida municipal corporation

By: _____
Print Name: MICHELLE J. GOMEZ
Title: MAYOR

PATRICIA TEUFEL, CMC
CITY CLERK

____ day of _____, 20____

APPROVED AS TO FORM

SAMUEL S. GOREN
CITY ATTORNEY

ACKNOWLEDGEMENT

STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of CITY OF TAMARAC, a Florida municipal corporation, [] who is personally known to me or [] who has produced _____ as identification.

Notary Public:
Signature: _____
Print Name: _____

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

UTILITY AND ACCESS EASEMENT AGREEMENT BETWEEN CITY OF TAMARAC AND
BROWARD COUNTY.

Accepted By:

GRANTEE

BROWARD COUNTY, through its Board of
County Commissioners

By: _____
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: _____
Annika E. Ashton (Date)
Senior Assistant County Attorney

EXHIBIT A

Legal Description:

A portion of that certain 100 foot Canal, lying East and North of Parcel "B", SOUTHGATE GARDENS, according to the plat thereof, as recorded in Plat Book 77, Page 27, of the public records of Broward County, Florida, being a portion of the Southeast one-quarter (SE ¼) of Section 34, Township 48 South, Range 41 East, Broward County, Florida, more fully described as follows:

Commencing at the Southwest corner of said Section 34; thence South 88°46'37" East, on the South line of said Section 34, a distance of 2918.43 feet; thence North 00°14'17" West, on the Southerly extension of the West line of said 100 foot Canal, a distance of 242.79 feet to the Point of Beginning; thence continuing North 00°14'17" West, on said West line, a distance of 298.04 feet; thence South 89°33'35" East, on the South right-of-way line of the C-14 Canal, a distance of 100.01 feet; thence South 00°14'17" East, on the East line of said 100 foot Canal, a distance of 332.17 feet; thence North 70°47'08" West, on the North right-of-way line of Southgate Boulevard (106 foot right-of-way), a distance of 106.05 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Tamarac, Broward County, Florida.

Site Address:

6601 Southgate Boulevard, Tamarac, Florida 33321

Folio Number:

4841 34 00 0023

EXHIBIT B

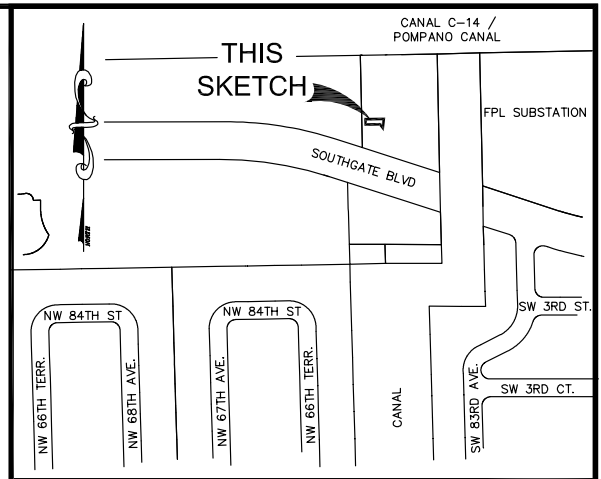
LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST ONE-QUARTER (S.E. ¼) OF SECTION 34, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "A", "NORTH LAUDERDALE VILLAGE SECTION TWO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77, PAGE 4, BROWARD COUNTY PUBLIC RECORDS, THENCE, ALONG THE WEST LINE OF A 120' CANAL RIGHT OF WAY AS DESCRIBED IN O.R.B. 4151, PAGE 969, BROWARD COUNTY RECORDS, NORTH 01°14'18" WEST, 202.78' TO THE INTERSECTION WITH THE NORTH LINE OF SOUTHGATE BOULEVARD, A 106' RIGHT OF WAY AS DESCRIBED IN O.R.B. 4901, PAGE 372, BROWARD COUNTY RECORDS; THENCE, ALONG SAID NORTH LINE, NORTH 72°12'14" WEST, 227.76'; THENCE NORTH 01°14'18" WEST, 79.33' TO THE INTERSECTION WITH THE SOUTH LINE OF AN 180' FP&L EASEMENT AS RECORDED IN O.R.B. 4010, PG. 477, BROWARD COUNTY RECORDS; THENCE ALONG SAID SOUTH LINE, NORTH 89°01'18" EAST, 10.42' TO THE POINT OF BEGINNING OF THE HERON DESCRIBED PROPERTY;

THENCE CONTINUE ALONG SAID SOUTH LINE, NORTH 89°01'18" EAST, 51.04'; THENCE SOUTH 02°58'39" WEST, 14.70' TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 36.50'; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°27'04" AND AN ARC DISTANCE OF 6.66'; THENCE SOUTH 13°25'43" WEST, 3.88' TO A POINT OF CUSP OF A CURVE WITH A RADIUS OF 8.00' AND A RADIAL BEARING OF NORTH 76°34'17" WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 104°24'25" AND AN ARC DISTANCE OF 14.58'; THENCE SOUTH 89°01'18" WEST, 40.21'; THENCE NORTH 01°08'06" WEST, 15.00' TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA AND CONTAINING 781 SQUARE FEET, MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR, BASED UPON THE LOCATIONS AND DIMENSIONS AS PER THE SOUTHGATE METER PROPOSED SITE PLAN, PROJECT NUMBER 6005-110235, SHEET C-6, AS PREPARED BY CDM SMITH, DATED MARCH 2017, AND PROVIDED BY THE CLIENT.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 72°12'14" WEST ALONG THE NORTH LINE OF SOUTHGATE BOULEVARD, AS RECORDED IN OFFICIAL RECORDS BOOK 4901, PAGE 372, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 10' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON OCTOBER 12, 2017 MEETS THE STANDARDS OF PRACTICE AS PER RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

TIMOTHY H. GRAY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6604
STATE OF FLORIDA

UTILITY EASEMENT

SKETCH & DESCRIPTION

A PORTION OF THE
SOUTHEAST QUARTER
SECTION 34,
TOWNSHIP 48 S., RANGE 41 E.

CITY OF TAMARAC, BROWARD COUNTY, FLORIDA



CONSULTING ENGINEERS
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 08400.23 - CA1 SKETCH AND LEGAL

DATE 10/12/17

SCALE N/A

FIELD BK. N/A

DWNG. BY THG

CHK. BY LP

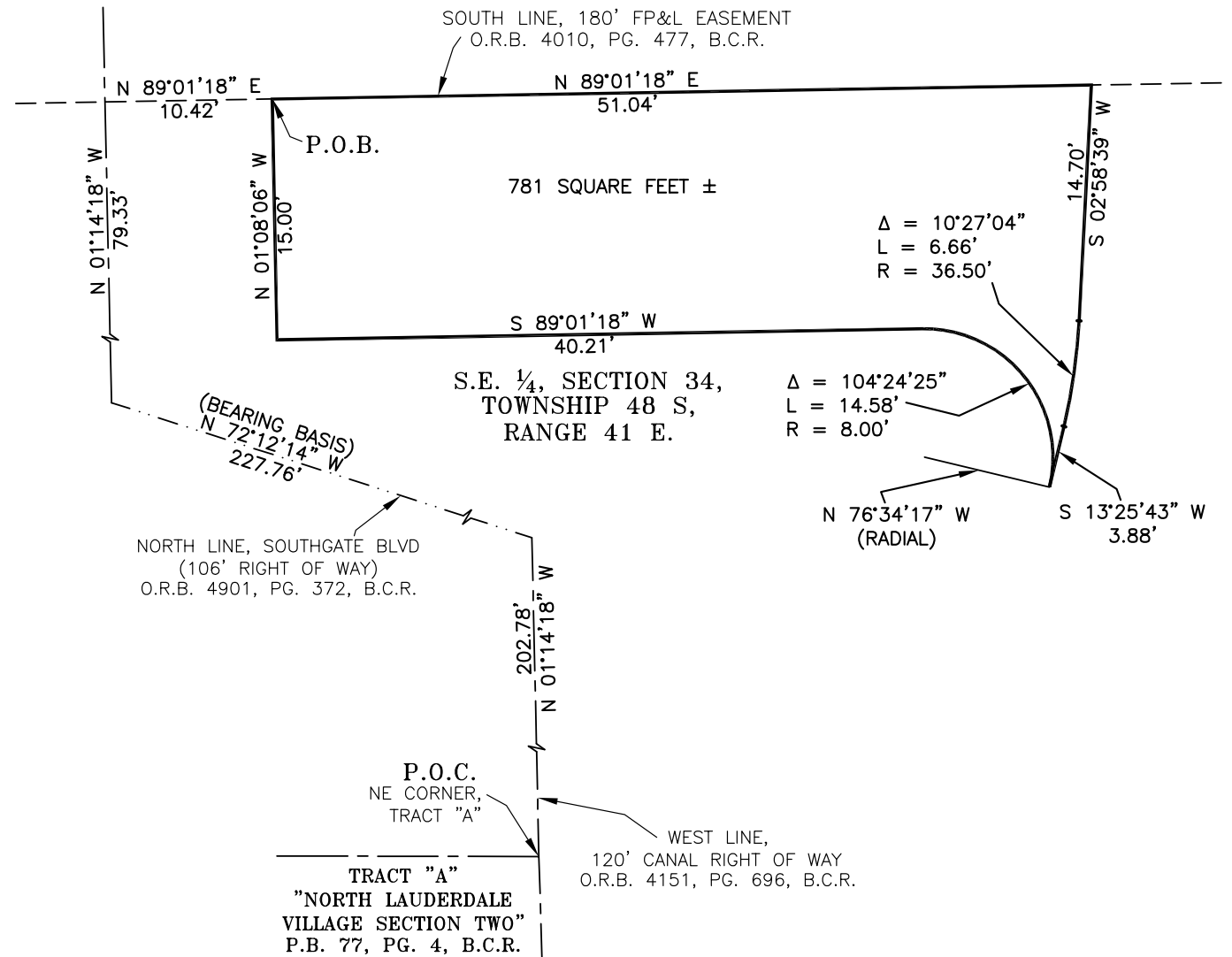
DATE	REVISIONS



LEGEND:

- | | | | |
|--------|----------------------------------|--------|-----------------------|
| ± | MORE OR LESS | P.O.B. | POINT OF BEGINNING |
| Δ | CENTRAL ANGLE | P.O.C. | POINT OF COMMENCEMENT |
| B.C.R. | BROWARD COUNTY RECORDS | R/W | RIGHT OF WAY |
| FP&L | FLORIDA POWER & LIGHT COMPANY | P.B. | PLAT BOOK |
| L | ARC LENGTH | PG. | PAGE |
| LB | FLORIDA LICENSED BUSINESS NUMBER | R | RADIUS |
| O.R.B. | OFFICIAL RECORDS BOOK | | |

SCALE: 1"=10'



SKETCH & DESCRIPTION

A PORTION OF THE
SOUTHEAST QUARTER
SECTION 34,
TOWNSHIP 48 S., RANGE 41 E.

CITY OF TAMARAC, BROWARD COUNTY, FLORIDA



CONSULTING ENGINEERS
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 08400.23 - CA1 SKETCH AND LEGAL

DATE 10/12/17

SCALE 1"=10'

FIELD BK. N/A

DWG. BY THG

CHK. BY LP

DATE	REVISIONS