

PREPARED BY AND RETURN TO:

Robert B. Dunckel, Esq.  
City Attorney's Office  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33302

Space Reserved for Recording Information

Folio No. 5042-05-07-0190

**UTILITY PUMP STATION EASEMENT DEED**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by and between:

**THE HARBORAGE ASSOCIATION, INC.**, a Florida non-profit corporation whose principal address is: 21 Harborage Isle Fort Lauderdale, FL 33316, its successors and assigns, hereinafter, "GRANTOR",

and

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation existing under the laws of the State of Florida, whose Post Office address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301; Federal Tax I.D. No. 59-6000319, hereinafter "GRANTEE".

**WITNESSETH:**

That said GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations to said GRANTOR in hand paid by said GRANTEE, the receipt of which is hereby acknowledged, has assigned unto the said GRANTEE, its successors and assigns a Utility Pump Station Easement for the purpose of constructing, placing, using, maintaining, operating, repairing, replacing and reconstructing Pump Station D-45, more particularly described and set forth in the plans, specifications and details for **City of Fort Lauderdale D-45 Pump Station Replacement, Project 11881** on file with the Office of the City Engineer, City of Fort Lauderdale (hereinafter, "Utility Pump Station") such Utility Pump Station, includes, but is not limited to pump station and landscaping, valve vault, control panel, backflow preventer with hose connection, such easement rights being over, along, through, in, above and under that certain parcel of land situated, lying and being in Fort Lauderdale, Broward County, Florida, described as follows:

Utility Pump Station Easement Deed  
Pump Station Replacement Project #11881  
Grantor: The Harborage Association, Inc.  
Grantee: City of Fort Lauderdale

CAM #16-1341

Exhibit 2

1 of 9

SEE SKETCH AND DESCRIPTION ATTACHED HERETO  
AS

(Hereinafter, "Easement Area")

SAVING AND RESERVING unto the said GRANTOR, its successors and assigns, the reversion thereof (said reversionary interest being subordinate and inferior to any public dedications existing at the time of this conveyance), whenever such Utility Pump Station Easement is vacated pursuant to City Code § 47-24.7, it being the intent of the parties hereto that in the event the Utility Pump Station Easement use is ever vacated as aforesaid, then the easement rights conveyed herein shall automatically and forthwith terminate, extinguish and revert to GRANTOR, its successors and assigns, and that such termination, extinguishment and reversion shall not operate to terminate or extinguish any other public dedications in existence at the time of execution and delivery of this Utility Pump Station Easement Deed and that any right, title or interest that GRANTOR takes through reversion shall be subject to those other public dedications in existence at the time of the execution and delivery of this Easement Deed. Pursuant to City Code § 47-24.7 upon vacation of the Utility Pump Station Easement, Grantee shall promptly execute and record in the public records of Broward County, Florida, at Grantee's sole cost and expense, the vacating Resolution in accordance with City Code § 47-24.7.

By acceptance hereof, GRANTEE acknowledges that as between GRANTOR and GRANTEE, GRANTOR shall have no duty, responsibility or obligation with respect to the design, construction, operation, maintenance, repair or reconstruction of the Utility Pump Station Features to be placed within the Easement Area.

By acceptance hereof, GRANTEE represents to GRANTOR that GRANTEE will use its best efforts during the construction period to coordinate with the contractor for **City of Fort Lauderdale D-45 Pump Station Replacement, Project 11881** (a) the minimization of aesthetic impacts to GRANTOR's property as well as the swale area adjacent to GRANTOR'S property; and (b) maximizing of safe ingress and egress to and from GRANTOR's property by the homeowners of the Harborage Association and their respective invitees and guests.

("Grantor" and "Grantee" are used for singular or plural, masculine, feminine or neuter, as the context requires.)

Grantee shall promptly restore, at Grantee's sole cost and expense any of Grantor's property and landscaping affected by any work performed by Grantee pursuant to Grantee's easement rights, and repair any damages to Grantor's property caused by such work, so that Grantor's property/landscaping is returned to the original condition such property was in immediately prior to the work performed by Grantee.

To the extent Grantee places any items above ground on Grantor's property, Grantee shall also provide and install, at Grantee's sole cost and expense

sufficient landscaping, and thereafter maintain such landscaping, so that the above ground items installed by Grantee are to the greatest extent practicable not visible outside the Easement Area. In an effort to make the pump station, to the greatest extent practicable, not visible outside the Easement Area, Grantee agrees, at its sole cost and promptly to (i) locate the control panel of the pump station to the back of the Easement Area (this places the panel approximately thirty (30) feet from the new pump station); (ii) cause the control panel to the pump station to be stainless steel and to be painted to blend with the surroundings; (iii) cause the control panel to the pump station to at all times be screened with landscaping in accordance with the City's approved specifications for landscaping as such landscaping may be supplemented by landscaping installed by Grantor; and (iv) screen the pump station itself at all time with hedge material within the City's approved specification for hedge material as such hedge material may be supplemented by hedge material and landscaping installed by Grantor. Grantor acknowledges that it has reviewed City of Fort Lauderdale D-45 Pump Station Replacement, Project 11881, Landscape Plan, Sheet L-01 of 1 ("Landscape Plan") and Grantor agrees and accepts that Landscape Plan as meeting the criteria set forth above.

Grantee shall, at its sole cost and expense, possess, use, construct, install, operate, maintain and repair the Pump Station within the Easement Area and perform such acts and do such things as may be lawfully required by any public body have jurisdiction over the Pump Station and the Easement Area.

Upon vacation of the Easement in accordance with City Code § 47-24.7 and recordation of the vacating Resolution, Grantee shall remove all of its Utility Pump Station and appurtenant equipment and facilities from the Easement Area within ninety (90) days of the vacation and recordation of the vacating Resolution

In connection with any litigation or other administrative proceeding arising out of or in any manner relating to this Easement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys', paralegals' and/or legal assistants' fees and disbursements (including disbursements which would not otherwise be taxable as costs in the proceeding) and expert witness fees through and including all post judgment and appellate levels. The venue and jurisdiction for any action shall be in the appropriate court located in Broward County, Florida.

The agreements and conditions herein, during the term of this Easement, shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Parties, their personal representatives, heirs, successors and assigns.

By execution hereof, GRANTORS verify, under penalty of perjury, that the Easement Area herein is not the Homestead of the GRANTORS.

By counter-execution hereof, GRANTEE agrees to be bound by the provisions hereof.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, GRANTOR has hereunto set her hand and seal the day and year first above written.

WITNESSES:

**THE HARBORAGE ASSOCIATION, INC.,**  
a Florida not for profit corporation

\_\_\_\_\_  
[Witness print/type name]

\_\_\_\_\_  
[Print/type name]

\_\_\_\_\_  
[Witness print/type name]

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2016, by \_\_\_\_\_ as \_\_\_\_\_ of THE HARBORAGE ASSOCIATION, INC., a Florida non-profit corporation. He / She is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
Signature of Notary taking  
Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

**GRANTEE:**

**WITNESSES:**

**CITY OF FORT LAUDERDALE**

\_\_\_\_\_

By \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

\_\_\_\_\_  
[Witness type or print name]

By \_\_\_\_\_  
Lee R. Feldman, City Manager

\_\_\_\_\_  
[Witness type or print name]

**ATTEST:**

(CORPORATE SEAL)

By \_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

**APPROVED AS TO FORM:**  
Cynthia A. Everett, City Attorney

By \_\_\_\_\_  
Robert B. Dunckel,  
Assistant City Attorney

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2016, by **John P. "Jack" Seiler**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped  
My Commission Expires:

\_\_\_\_\_  
Commission Number

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2016, by **Lee R. Feldman**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

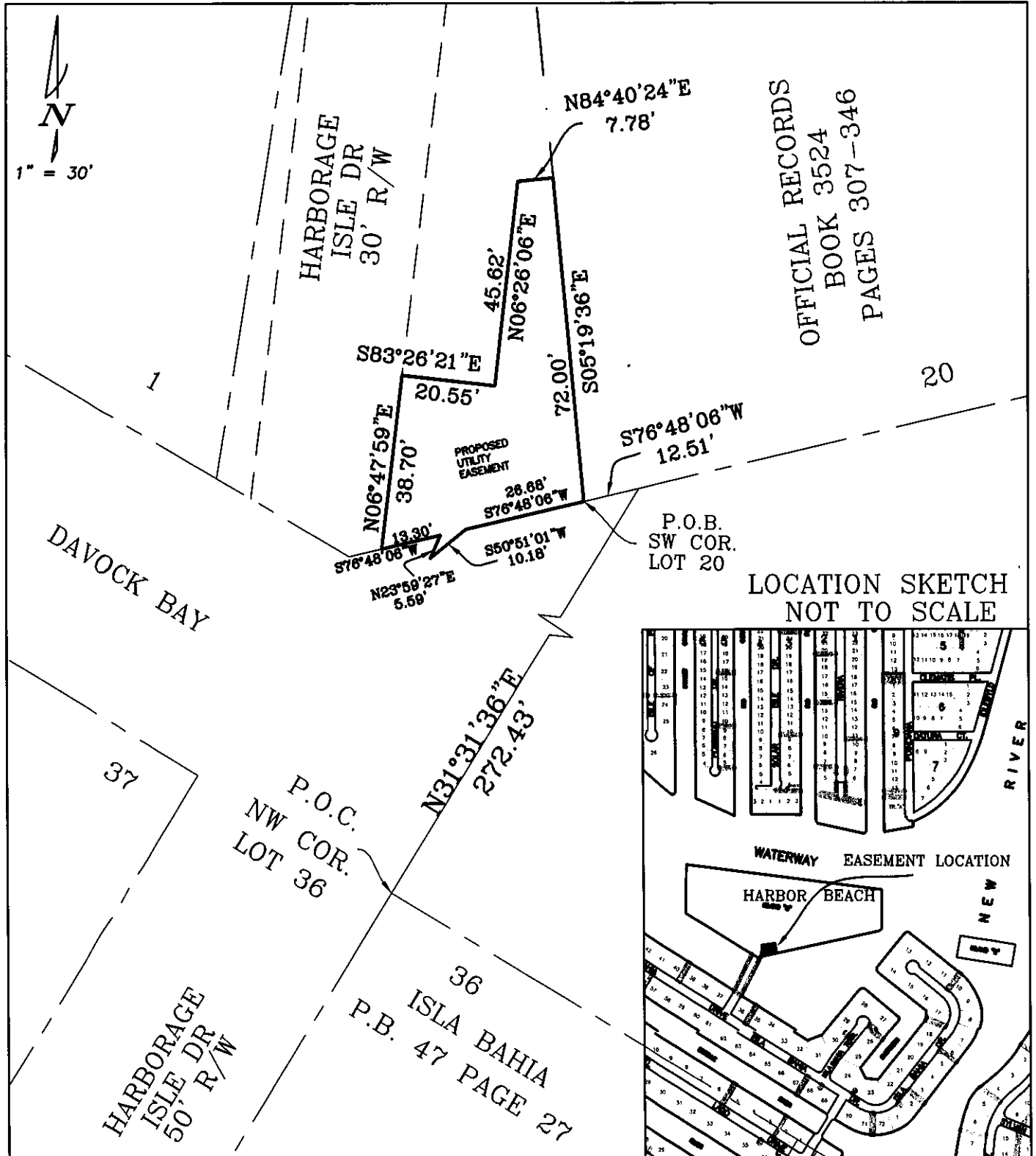
\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped  
My Commission Expires:

\_\_\_\_\_  
Commission Number

L:\REALPROPEASEMENT\UTILITY\2016\Harborage Association, Inc..Docx

THIS IS NOT A SURVEY

# SKETCH AND DESCRIPTION



PAGE 1 OF 2

## LEGEND

P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
R/W = RIGHT OF WAY  
P.B. = PLAT BOOK

CITY OF FORT LAUDERDALE

SKETCH AND DESCRIPTION

UTILITY EASEMENT  
PROJECT 11881  
FILE NUMBER 4-135-78

BY: SMP

CHK'D MD

ENGINEERING  
DIVISION

DATE: 7/30/14

SCALE: 1"=30'

CAM #16-1341

Exhibit 2

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# SKETCH AND DESCRIPTION

## DESCRIPTION: UTILITY EASEMENT

A PORTION OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 36, "ISLA BAHIA" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 47, PAGE 27, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 31°31'36" EAST ALONG THE NORTHEASTERLY PROJECTION OF THE WEST BOUNDARY LINE OF SAID LOT 36, A DISTANCE OF 272.43 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 20, OF THE HARBORAGE, AS SHOWN ON THAT DRAWING PREPARED BY MCLAUGHLIN ENGINEERING CO, ATTACHED TO EXHIBIT "A" AS FILED IN THE OFFICE OF THE CIRCUIT COURT OF BROWARD COUNTY, FLORIDA, IN OFFICIAL RECORDS BOOK 3524, PAGES 307 THROUGH 346; THENCE SOUTH 76°48'06" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 20, A DISTANCE OF 12.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 76°48'06" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID DRAWING PREPARED BY MCLAUGHLIN ENGINEERING CO, A DISTANCE OF 26.68 FEET; THENCE SOUTH 50°51'01" WEST, A DISTANCE OF 10.18 FEET; THENCE NORTH 23°59'27" EAST, A DISTANCE OF 5.59 FEET; THENCE SOUTH 76°48'06" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 20, A DISTANCE OF 13.30 FEET TO THE EAST RIGHT OF WAY LINE OF HARBOR ISLE DR.; THENCE NORTH 06°47'59" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 38.70 FEET; THENCE SOUTH 83°26'21" EAST, A DISTANCE OF 20.55 FEET; THENCE NORTH 06°26'06" EAST, A DISTANCE OF 45.62 FEET; THENCE NORTH 84°40'24" EAST, A DISTANCE OF 7.78 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 20; THENCE SOUTH 05°19'36" EAST ALONG THE WESTERLY BOUNDARY OF SAID LOT 20, A DISTANCE OF 72.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 1873 SQUARE FEET OR 0.0430 ACRES, MORE OR LESS.

### NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATES (1983/90) BASED ON THE WEST LINE OF LOT 36, "ISLA BAHIA" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 47, PAGE 27, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING N 31°31'36" E.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESRTICTIONS OF RECORD, IF ANY.
- 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: MAY 20, 2015

PAGE 2 OF 2

MICHAEL DONALDSON  
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490  
STATE OF FLORIDA

CITY OF FORT LAUDERDALE		
SKETCH AND DESCRIPTION		
UTILITY EASEMENT PROJECT 11881 FILE NUMBER 4-135-78		
BY: SMP	ENGINEERING	DATE: 5/20/15
CHK'D MD	DIVISION	SCALE: N/A

CAM #16-1341

Exhibit 2

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