



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the nonstandard agreement with 13th Floor Adler Broward South, LLC to define roles and responsibilities for the relocation of underground communication lines. Fiscal Impact: \$0.00, Cumulative amount: \$0.00, Revenue: \$0.00

Presenter(s): Deborah Czubkowski, Vice President of Facilities Management

1. Describe the purpose of this purchase of goods, services, information technology, construction, or use of space. The purpose of this Agreement is to outline the roles and responsibilities of 13th Floor Adler Broward South, LLC in relocating underground communication lines that are located within the existing School Board of Broward County Utility Easement.

On July 9, 1996, Broward College granted The School Board of Broward County a perpetual easement along Davie Road that extended the entire length of the College Campus. This easement was granted for the purpose of laying, installing, maintaining, operating, and modifying utility lines. Because the easement is located next to a public right-of-way, it prevents 13th Floor Adler Broward South, LLC from constructing a new right-turn lane off Davie Road into the campus. By adjusting the easement boundaries, 13th Floor Adler Broward South, LLC can now meet Broward County's criteria for a public right-of-way, allowing the construction of a right-turn lane while preserving the original purpose of the easement.

If approved, 13th Floor Adler Broward South, LLC would be fully responsible for the design, construction, and all cost associated with the relocation of the communication lines found underground within The School Board of Broward County easement. Please note, this Agreement has been reviewed and approved by the Law Office of Tripp Scott.

2. Describe the competitive solicitation method used or, if none, the exemption relied on for bid waiver.

Not Applicable

3. Describe business rationale for the purchase and how it was procured.

(A) What is the benefit of the purchase. If there is an ROI, describe the ROI and how calculated. Not Applicable

(B) How does the purchase support the Strategic Business Plan. Not Applicable

(C) If applicable, what is the rationale for the use of piggybacks, existing contract extensions, bid waivers in lieu of the College conducting a competitive solicitation. Not Applicable

(D) If a competitive solicitation process was conducted by the College, describe the process. Not Applicable

This Executive Summary is approved by:

**Deborah Czubkowski
Vice President of Facilities Management**

AGREEMENT

THIS _____ AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between **DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE FLORIDA** (“College”), whose mailing address is 3501 Southwest Davie Road, Davie, Florida 33314 and **13TH FLOOR ADLER BROWARD SOUTH, LLC**, a (“Developer”), whose mailing address is 2850 Tigertail Av., Suite#701, Miami, Florida 33133. College and Developer are collectively referred to herein as “Parties.”

(Whenever used herein the terms “College” and “Developer” include all the parties to this instrument and their heirs, legal representatives, assigns and successors in title.)

RECITALS:

WHEREAS, pursuant to that certain Utility Easement dated July 9, 1996, and recorded at Book 25543, Page 930 in the Public Records of Broward County, Florida (“Easement”), there is an existing easement for utility purposes for the benefit of SCHOOL BOARD OF BROWARD COUNTY (“School Board”) over a portion of College’s Property as described within Exhibit A of the Easement (“Original Easement Area”). A copy of the Easement which details the Original Easement Area is attached hereto as **Exhibit 1**.

WHEREAS, pursuant to that certain Amended and Restated Utility Easement dated _____ and recorded at _____ in the Public Records of Broward County, Florida (“Amended Easement”), the Original Easement Area was vacated and replaced with the New Easement Area as defined in Exhibit 3 of the Amended Easement. A copy of the Amended Easement is attached hereto as **Exhibit 2**. Unless otherwise defined herein, defined terms shall have that same meaning as defined in the Amended Easement.

WHEREAS, detailed in the Amended Easement, there is an underground communication line within the Vacated Area (“Communication Line”) that will be relocated to the New Easement Area. The relocation of the Communication Line to the New Easement Area shall be performed by the relocating party at that party’s sole cost and expense. Collectively, this relocation shall be referred to herein as the “Communication Line Relocation.”

WHEREAS, Developer voluntarily agrees that it shall be responsible for the Communication Line Relocation as detailed within this Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by this reference.
2. Communication Line Relocation:

(a) The Communication Line Relocation shall be performed by the Developer at the Developer's sole cost and expense. The Developer shall complete the Communication Line Relocation within two (2) years of the recording date of the Amended Easement.

(b) The Developer shall be liable for any damage to the Original Easement Area or New Easement Area during the removal and reinstallation of the Communication Line. The Developer will make such repairs or take such other action as may be necessary to restore the Original Easement Area or New Easement Area to a condition comparable to its condition before Communication Line Relocation.

3. Severability. If any provision of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

4. Complete Agreement. This Agreement contains the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings relating thereto are superseded hereby.

5. WAIVER. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

6. AMENDMENTS. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by the parties or their respective successors and/or assigns.

7. FURTHER ASSURANCE. The parties agree to execute such further documents as may be reasonably requested by the other to carry out the intent and purpose of this Agreement.

8. MISCELLANEOUS. Neither of the parties shall be considered the author of this Agreement. Therefore, the terms of this Agreement shall not be more strictly construed against either party based upon one party having initially drafted this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

9. GOVERNING LAW AND SELECTION OF FORUM. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any litigation arising hereunder shall be Broward County, Florida.

10. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

11. CAPTIONS. The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement.

Witnesses:
Signed, sealed and delivered
in the presence of:

COLLEGE:

DISTRICT BOARD OF TRUSTEES OF BROWARD
COLLEGE, FLORIDA

Signature

By: _____

Name: _____

Its: _____

Printed Name of Witness

Address

Printed Name of Witness

Signature

Address

STATE OF FLORIDA)
COUNTY OF BROWARD) ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of physical presence or online notarization, by _____, as _____ of **DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2025.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

DEVELOPER:

13TH FLOOR ADLER BROWARD SOUTH, LLC

By: _____

Name: _____

Its: _____

Signature

Printed Name of Witness

Address

Printed Name of Witness

Signature

Address

STATE OF FLORIDA)
COUNTY OF BROWARD) ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of physical presence or online notarization, by _____, as _____ of **13TH FLOOR ADLER BROWARD SOUTH, LLC**, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2025.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

Exhibit 1
Original Utility Easement

3K25543PG11930

96-522092 14001
10-10-96 02:33PM

\$ 0.70
DOCU. STAMPS-DEED

RECVD. BROWARD CTY
B. JACK OSTERHOLT

COUNTY ADMIN.

DOCUMENT COVER PAGE

(Specs above this line reserved for recording office use.)

Document Title:

UTILITY EASEMENT

(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By:

BROWARD COMMUNITY COLLEGE

3501 SOUTHWEST DAVIE ROAD

DAVIE, FLORIDA 33314

To:

THE SCHOOL BOARD OF BROWARD COUNTY

600 SOUTHEAST 3RD AVENUE

FORT LAUDERDALE, FLORIDA 33301

Brief Legal Description:

(if applicable)

A portion of Tracts 6, 7, 8, and 9, Tier 31, "Newman's Survey",

according to the plat thereof, as recorded in Plat Book 2,

Page 26 of the Public Records of Dade County, Florida, together

with portions of Tracts 25 and 68 of "Davie Tract, Everglades

Land Sales", according to the plat thereof, as recorded in Plat Book 2, Page 34, of the Public Records of Dade County, together with a portion of that certain 20' right-of-way lying north of said tracts 25 and 68 of said "Davie Tract, Everglades Land Sales".



Return Recorded Document to:

Sandra Truitt

School Board of Broward County

600 S.E. 3rd Avenue, 14th Floor

Fort Lauderdale, Fl. 33301

(12)
KLL

This Instrument Prepared By:
Name: Jack Latona
Attorney for Broward
Community College
225 E. Las Olas Boulevard
Fort Lauderdale, FL 33301
Property Appraisers Parcel
I.D. No.: 0137-01-158

96 SEP 17 PM 2:14

AGENDA ITEM 0-3

SEP 9 1996

ENCLOSURE 6-3

UTILITY EASEMENT

FOR: THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

On this 9th day of July, 1996.

BROWARD COMMUNITY COLLEGE, having an address of 3501 Southwest Davie Road, Davie, Florida 33314, (hereinafter "Grantor") expressly grants an easement to the School Board of Broward County, a body corporate existing under the laws of the State of Florida, having an address of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 (hereinafter "Grantee"), subject to the following provisions and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid by Grantee to Grantor, receipt of which is hereby acknowledged by both parties.

Grantor is the fee simple owner of that parcel of real property, a legal description of which is attached hereto as Exhibit "A," and incorporated by reference herein.

Grantor hereby grants, bargains and sells to Grantee, its successors and assigns, a perpetual easement under, over and upon said property as described in Exhibit "A" (hereinafter "the easement area").

Grantee may use the easement area for the laying, installing, maintaining, operating and altering of utility lines and appurtenant facilities.

(Signature)

96-194/87

0825543260931

Grantee's right to utilize the easement area shall be exclusive to the extent that Grantor shall grant no easement or license, nor make any covenants, having the effect of permitting use of the easement area by one other than Grantee, except Grantor may furnish an easement to Florida Power and Light, Southern Bell or franchised cable television that crosses this easement at right angles.

Grantor may, for its own purposes, utilize the easement area and shall retain a right of free ingress and egress under, over and upon the easement area; provided that, in no event, shall any of the rights herein reserved to Grantor impede the easement herein granted or the exercise of the rights of use thereunder.

Grantee shall have the right to remove any natural or man made obstructions placed on the easement which impede the easement herein granted or the exercise of the rights thereunder.

Grantor grants to Grantee, a perpetual non-exclusive easement whereby Grantee shall have reasonable access necessary to fully exercise Grantee's rights within the easement area.

The provisions of the easement shall be binding on the parties hereto and their respective successors and assigns as a covenant running with and binding upon the easement area.

This easement shall not be released or amended without consent of the Grantee as evidenced by a document signed with the same formalities as this document.

Grantee shall record this document in the Public Records of Broward County, Florida.

AGENDA ITEM 0-3

ENCLOSURE 6-3

EX 25543260932

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed pursuant to this instrument. Any oral representations or modifications concerning this instrument, shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the party to be charged therewith.

AGENDA ITEM D-3

JUL 9 1996

ENCLOSURE b-3

EX25543760933

AGENDA ITEM D-3

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal
on the day and year first above written. JUL 9 1996

BROWARD COMMUNITY COLLEGE
(Grantor)

ENCLOSURE 6-3

Peter S. Morganthal
Witness Peter S. Morganthal

Willis Holcombe
Willis Holcombe

Witness

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

I HEREBY CERTIFY that on this day, before me, an Officer duly
authorized in the State aforesaid and in the County aforesaid to take
acknowledgments, personally appeared

Willis Holcombe

to me known to be the person(s) described in and who executed the
foregoing instrument and _____ acknowledged before me
that _____ executed the same.

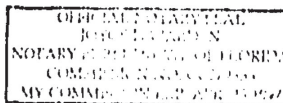
WITNESS my hand and official seal this 10th day of

July, 1996.

Joyce H. Warden
NOTARY PUBLIC, State of
Florida at Large

Joyce H. Warden
(Signature of Notary Public)
Print
Commission No. _____

- Personally known to me, or
- Produced Identification
- Type of I.D. Produced
- DID take an oath, or DID NOT take an oath.



EX25543060934

EXHIBIT "A"

SURVEY NOTES

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
2. LANDS SHOWN ON HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO FLORIDA COORDINATE SYSTEM EAST ZONE, GRID NORTH, TRANSVERSE MERCATOR PROJECTION (STONER/KEITH RESURVEY AS RECORDED IN MISC. PLAT BOOK 5, PAGE 9 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA), (NORTH 87° 50' 17" EAST, ALONG THE SOUTH LINE OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 41 EAST).
4. THE LAND DESCRIPTION HEREON WAS PREPARED BY THE SURVEYOR.
5. INTERIOR IMPROVEMENTS ARE NOT SHOWN.
6. THIS SKETCH DOES NOT CONSTITUTE A FIELD SURVEY OF SUCH.
7. THIS SKETCH IS NOT A BOUNDARY SURVEY AS SUCH.

AGENDA ITEM 0-3

JUL 9 1996

ENCLOSURE 6-3

LAND DESCRIPTION:

A PORTION OF TRACTS 6, 7, 8, AND 9, TIER 31, 'HEWMAIR'S SURVEY', ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF TRACTS 25 AND 68 OF 'DAVIE TRACT, EVERGLADES LAND SALES', ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 34, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT CERTAIN 20' RIGHT-OF-WAY LYING NORTH OF SAID TRACTS 25 AND 68 OF SAID 'DAVIE TRACT, EVERGLADES LAND SALES' MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA; THENCE NORTH 87° 50' 17" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 23, A DISTANCE OF 164.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14° 40' 34" EAST, 981.29 FEET; THENCE NORTH 10° 00' 35" EAST, 1116.67 FEET; THENCE NORTH 14° 46' 19" EAST, 439.96 FEET; THENCE SOUTH 75° 16' 13" EAST, 6.00 FEET; THENCE SOUTH 14° 46' 19" WEST, 440.06 FEET; THENCE SOUTH 15° 00' 35" WEST, 1116.47 FEET; THENCE SOUTH 14° 40' 34" WEST, 979.56 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 23; THENCE CONTINUE SOUTH 14° 40' 34" WEST, 247.14 FEET; THENCE NORTH 75° 16' 13" WEST, 6.00 FEET; THENCE NORTH 14° 40' 34" EAST, 249.32 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA, CONTAINING 16,721,904 SQUARE FEET (3,8034 ACRES), MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS DELIVERED UNDER MY DIRECTION ON FEBRUARY 23, 1996. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.227, FLORIDA STATUTE SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.

ENGINEERS - PLANNERS - SURVEYORS

[Handwritten Signature]
BY: JON P. WEBER, P.L.S.

FLORIDA REGISTRATION NO. 4323

EX25513100935

**BROWARD COMMUNITY COLLEGE
CENTRAL CAMPUS**
SKETCH OF DESCRIPTION
A PORTION OF SECTIONS 23, 26,
TOWNSHIP 50 SOUTH, RANGE 41 EAST
DAVIE, BROWARD COUNTY, FLORIDA

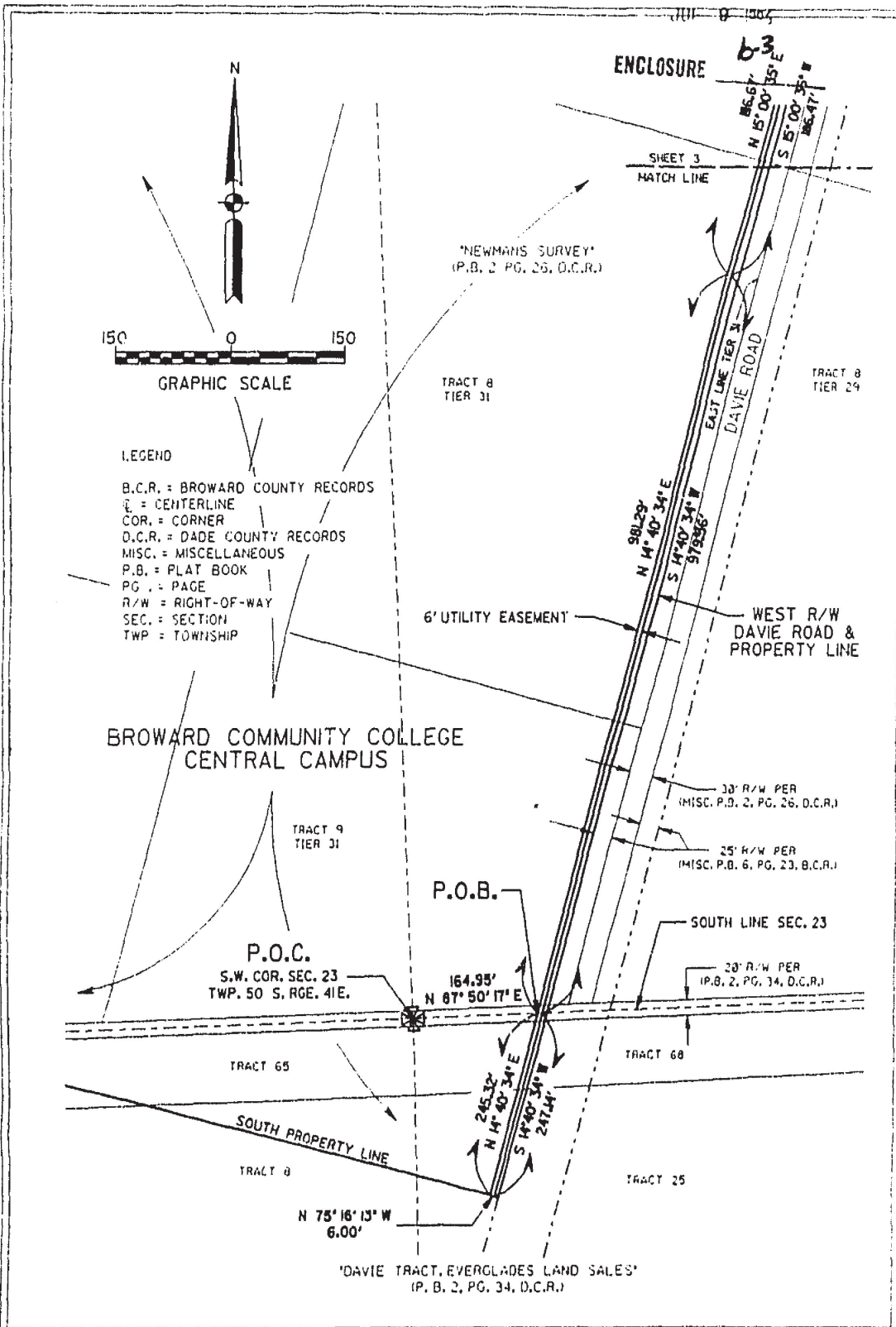
DATE: 1-11-96
SCALE AS SHOWN
FIELD BY: H.A.
DWG. BY: J.P.W.
CHK. BY: J.P.W.

DATE	REVISIONS
2-28-96	REVISE EASEMENT



KEITH and SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS
100 N. W. 10th St., Ft. Lauderdale, FL 33304-0001

SHEET NO. 1 OF 1 SHEET
DRAWING NO. 141.dwg



**BROWARD COMMUNITY COLLEGE
CENTRAL CAMPUS**
SKETCH OF DESCRIPTION
A PORTION OF SECTIONS 23, 26,
TOWNSHIP 50 SOUTH, RANGE 41 EAST
DAVIE, BROWARD COUNTY, FLORIDA

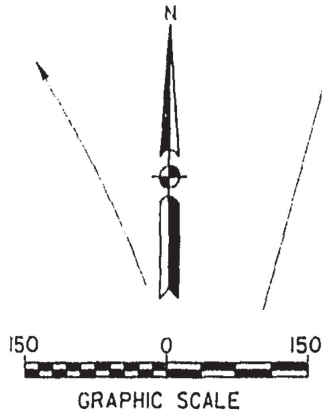
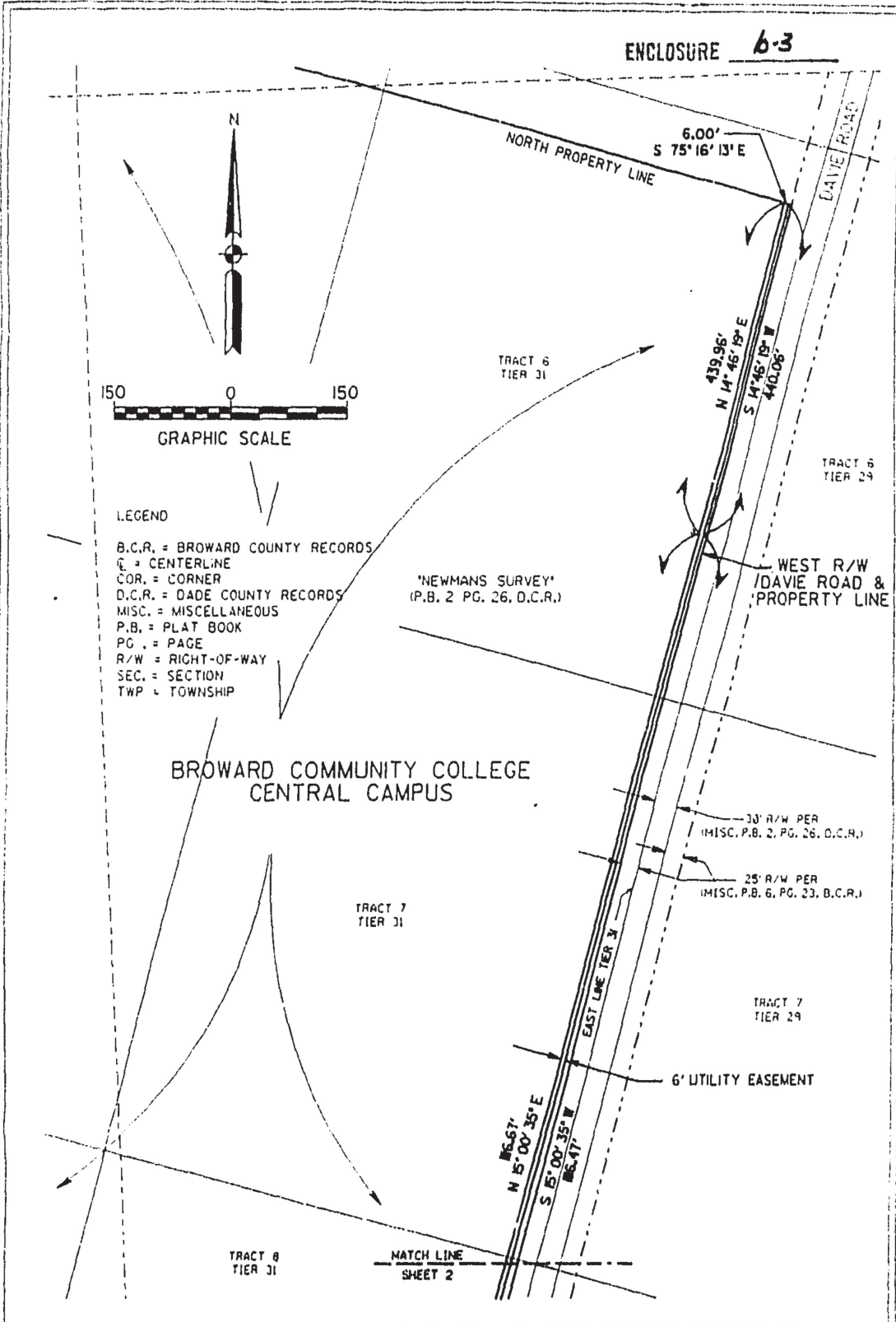
DATE	1-11-96
SCALE	AS SHOWN
FIELD BK.	N.A.
OWNG. BY	F.D.A.
CHK. BY	J.P.W.

DATE	REVISIONS
2-20-98	REVISE EASEMENT

KEITH and SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS
1500 N. WOOD ST. FT. LAUDERDALE, FL 33309-2371 (954) 774-1100

SHEET NO. 2 OF 3 SHEETS
DRAWING NO. 141381

ENCLOSURE **6-3**



- LEGEND**
- B.C.R. = BROWARD COUNTY RECORDS
 - C = CENTERLINE
 - COR. = CORNER
 - D.C.R. = DADE COUNTY RECORDS
 - MISC. = MISCELLANEOUS
 - P.B. = PLAT BOOK
 - PG. = PAGE
 - R/W = RIGHT-OF-WAY
 - SEC. = SECTION
 - TWP = TOWNSHIP

**BROWARD COMMUNITY COLLEGE
CENTRAL CAMPUS**

<p>BROWARD COMMUNITY COLLEGE CENTRAL CAMPUS SKETCH OF DESCRIPTION A PORTION OF SECTIONS 23, 26, TOWNSHIP 50 SOUTH, RANGE 41 EAST DAVIE, BROWARD COUNTY, FLORIDA</p>	DATE 1-11-96	DATE 2-28-96	REVISIONS	<p>KEITH and SOHNARS, P.A. ENGINEERS - PLANNERS - SURVEYORS 1500 N. W. 10th St., Ft. Lauderdale, FL 33309 SHEET NO. 3 OF 3 SHEETS DRAWING NO. 141261</p>
	SCALE AS SHOWN		REVISED EASEMENT	
	FIELD BK. N.A.			
	DWNG. BY T.O.L.			
	CHK BY J.P.W.			

RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA COUNTY ADMINISTRATOR

Exhibit 2
Amended and Restated Utility Easement

AGREEMENT

THIS _____ AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between **DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE FLORIDA** (“College”), whose mailing address is 3501 Southwest Davie Road, Davie, Florida 33314 and **13TH FLOOR ADLER BROWARD SOUTH, LLC**, a (“Developer”), whose mailing address is 2850 Tigertail Av., Suite#701, Miami, Florida 33133. College and Developer are collectively referred to herein as “Parties.”

(Whenever used herein the terms “College” and “Developer” include all the parties to this instrument and their heirs, legal representatives, assigns and successors in title.)

RECITALS:

WHEREAS, pursuant to that certain Utility Easement dated July 9, 1996, and recorded at Book 25543, Page 930 in the Public Records of Broward County, Florida (“Easement”), there is an existing easement for utility purposes for the benefit of SCHOOL BOARD OF BROWARD COUNTY (“School Board”) over a portion of College’s Property as described within Exhibit A of the Easement (“Original Easement Area”). A copy of the Easement which details the Original Easement Area is attached hereto as **Exhibit 1**.

WHEREAS, pursuant to that certain Amended and Restated Utility Easement dated _____ and recorded at _____ in the Public Records of Broward County, Florida (“Amended Easement”), the Original Easement Area was vacated and replaced with the New Easement Area as defined in Exhibit 3 of the Amended Easement. A copy of the Amended Easement is attached hereto as **Exhibit 2**. Unless otherwise defined herein, defined terms shall have that same meaning as defined in the Amended Easement.

WHEREAS, detailed in the Amended Easement, there is an underground communication line within the Vacated Area (“Communication Line”) that will be relocated to the New Easement Area. The relocation of the Communication Line to the New Easement Area shall be performed by the relocating party at that party’s sole cost and expense. Collectively, this relocation shall be referred to herein as the “Communication Line Relocation.”

WHEREAS, Developer voluntarily agrees that it shall be responsible for the Communication Line Relocation as detailed within this Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by this reference.
2. Communication Line Relocation:

(a) The Communication Line Relocation shall be performed by the Developer at the Developer's sole cost and expense. The Developer shall complete the Communication Line Relocation within two (2) years of the recording date of the Amended Easement.

(b) The Developer shall be liable for any damage to the Original Easement Area or New Easement Area during the removal and reinstallation of the Communication Line. The Developer will make such repairs or take such other action as may be necessary to restore the Original Easement Area or New Easement Area to a condition comparable to its condition before Communication Line Relocation.

3. Severability. If any provision of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

4. Complete Agreement. This Agreement contains the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings relating thereto are superseded hereby.

5. WAIVER. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

6. AMENDMENTS. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by the parties or their respective successors and/or assigns.

7. FURTHER ASSURANCE. The parties agree to execute such further documents as may be reasonably requested by the other to carry out the intent and purpose of this Agreement.

8. MISCELLANEOUS. Neither of the parties shall be considered the author of this Agreement. Therefore, the terms of this Agreement shall not be more strictly construed against either party based upon one party having initially drafted this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

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10. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

11. CAPTIONS. The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement.

Witnesses:
Signed, sealed and delivered
in the presence of:

COLLEGE:

DISTRICT BOARD OF TRUSTEES OF BROWARD
COLLEGE, FLORIDA

Signature

By: _____

Name: _____

Its: _____

Printed Name of Witness

Address

Printed Name of Witness

Signature

Address

STATE OF FLORIDA)
COUNTY OF BROWARD) ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of physical presence or online notarization, by _____, as _____ of **DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2025.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

DEVELOPER:

13TH FLOOR ADLER BROWARD SOUTH, LLC

Signature

Printed Name of Witness

Address

Printed Name of Witness

Signature

Address

By: _____

Name: _____

Its: _____

STATE OF FLORIDA)
COUNTY OF BROWARD) ss

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WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2025.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

Exhibit 1
Original Utility Easement

Exhibit 2
Amended and Restated Utility Easement