



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize the Amended and Restated Utility Easement with The School Board of Broward County to modify the existing easement boundary. 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 for this item is to amend and restate an existing utility easement between Broward College and The School Board of Broward County to allow 13<sup>th</sup> Floor Adler Broward South (Central Campus Developer) to construct a new right turn lane.

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 13<sup>th</sup> Floor Adler Broward South from constructing a new right-turn lane off Davie Road into the campus. By adjusting the easement boundaries, 13<sup>th</sup> 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, 13<sup>th</sup> Floor Adler Broward South, LLC would be fully responsible for the design, construction, and all cost associated with the shifting of the easement boundary. A subsequent agreement between Broward College and 13<sup>th</sup> Floor Adler Broward South, LLC defining the roles and responsibilities to perform the work required to relocate utility lines within the easement will be presented to the BOT in a separate item. Please noted, the Amended and Restated Utility Easement 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**

Return to: (enclose self-addressed stamped envelope)

**Name:** Elizabeth Somerstein, Esq.

**Address:**

Greenspoon Marder LLP  
200 East Broward Boulevard, Suite 1800  
Fort Lauderdale, Florida 33301

**This Instrument Prepared by:**

Elizabeth Somerstein, Esquire  
Greenspoon Marder LLP  
200 East Broward Boulevard, Suite 1800  
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**AMENDED AND RESTATED UTILITY EASEMENT**

THIS AMENDED AND RESTATED UTILITY EASEMENT (“Amended Easement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE FLORIDA** (“Grantor”), whose mailing address is 3501 Southwest Davie Road, Davie, Florida 33314 and **SCHOOL BOARD OF BROWARD COUNTY** (“Grantee”), whose mailing address is 600 Southeast Third Street, Fort Lauderdale, Florida 33301. Grantor and Grantee are collectively referred to herein as “Parties.”

(Whenever used herein the terms “Grantor” and “Grantee” 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 the Grantee over a portion of Grantor’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, the Parties desire to amend and restate the Easement to modify the Original Easement Area in accordance with the terms herein.

**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. Vacation and Amendment:

- (a) The portion of the Original Easement Area described in **Exhibit 2** is hereby vacated (“Vacated Area”).
- (b) Exhibit A to the Easement is hereby amended to remove the Vacated Area and be replaced with and superseded by that real property described in **Exhibit 3** herein (“New Easement Area”).

3. There is an underground communication line within the Vacated Area that will be relocated to the New Easement Area by Grantor at Grantor’s sole cost and expense. This relocation shall be completed within two (2) years of the recording date of this Amended Easement. The Grantee shall not incur any costs or expenses in relation to the relocation of the underground communication line.

4. Except where specifically modified by this Amended Easement, the original Easement shall remain unmodified and in full force and effect.

5. This Amended Easement 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.

6. If any provision of this Amended Easement 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.

7. This Amended Easement amends, restates, and supersedes the Easement as detailed herein, and 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.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**



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

**GRANTOR:**

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:

**GRANTEE:**

SCHOOL BOARD OF BROWARD COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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 **SCHOOL BOARD OF BROWARD COUNTY**, 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**  
**EASEMENT WITH ORIGINAL EASEMENT AREA**

2025543766930

NO. 500480 18881  
BY 10-15-11 MILLER  
S. W. 29  
DAVAL STANCO-BELL  
MAYEL, BROWARD CTY  
P. REG. CO/TERRELL  
TERRELL CENTER.

**DOCUMENT COVER PAGE**

Please show this to recorder to insure proper use.

**Document Title:** UTILITY EASEMENT  
(Where: Deed, Mortgage, Affidavit, etc.)

**Executed By:** BROWARD COUNTY COLLEGE  
1281 SOUTHWEST BARRIE ROAD  
DAVAL, FLORIDA 33414

**To:** THE SCHOOL BOARD OF BROWARD COUNTY  
600 SOUTHWEST 1ST AVENUE  
FORT LAUDERDALE, FLORIDA 33301

**Brief Legal Description:** A portion of Tracts 4, 5, 6, and 9, Tier 11, "Deacon's Runway",  
if available according to the plat thereof, as recorded in Plat Book 2,  
Page 26 of the Public Records of Dale County, Florida, together  
with portions of Tracts 25 and 26 of "Dale Tract, Enclosed  
Land Sale", according to the plat thereof, as recorded in Plat  
Book 2, Page 26, of the Public Records of Dale County, together  
with a portion of that certain 20' right-of-way lying north of  
said Tracts 25 and 26 of said "Dale Tract, Enclosed Land Sale".

⇒ **Return Recorded Document to:**  
Sandra Tracie  
School Board of Broward County  
600 S.W. 1st Avenue, 11th Floor  
Fort Lauderdale, FL 33301

2/14

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.

Page 1

*J. Latona*

96-194(18)

OK 25543260931



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.

EX 25543260932

AGENDA ITEM 0-3

ENCLOSURE 6-3

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

EX-551,326,933

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. Mergenthal  
Witness Peter S. Mergenthal

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.

112555131609314

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.



# 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, PLAN 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 HSC, PLAT BOOK 5, PAGE 9 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, NORTH 87° 10' 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 SHOW.
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, 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 66 OF DAVID 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 66 OF SAID DAVID 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 164.95 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14° 40' 34" EAST, 981.29 FEET; THENCE NORTH 15° 00' 35" EAST, 1116.67 FEET; THENCE NORTH 14° 46' 19" EAST, 439.56 FEET; THENCE SOUTH 75° 16' 13" EAST, 600 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, 974.56 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 23; THENCE CONTINUE SOUTH 14° 40' 34" WEST, 247.34 FEET; THENCE NORTH 75° 16' 13" WEST, 600 FEET; THENCE NORTH 14° 46' 34" EAST, 245.32 FEET TO THE POINT OF BEGINNING.

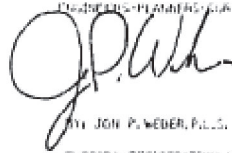
SAID LANDS LYING IN THE TOWN OF DAVID, BROWARD COUNTY, FLORIDA, CONTAINING 16,722,904 SQUARE FEET (68.34 ACRES), MORE OR LESS.

**CERTIFICATE**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OR DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS PREPARED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS INDICATED HEREON BY DIRECTOR ON FEBRUARY 26, 1996. I FURTHER CERTIFY THAT THIS SKETCH OR DESCRIPTION MEETS THE PROFESSIONAL TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 60G07-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.002, FLORIDA STATUTE SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.


LAND SURVEYORS - PLANNING - CIVIL ENGINEERS



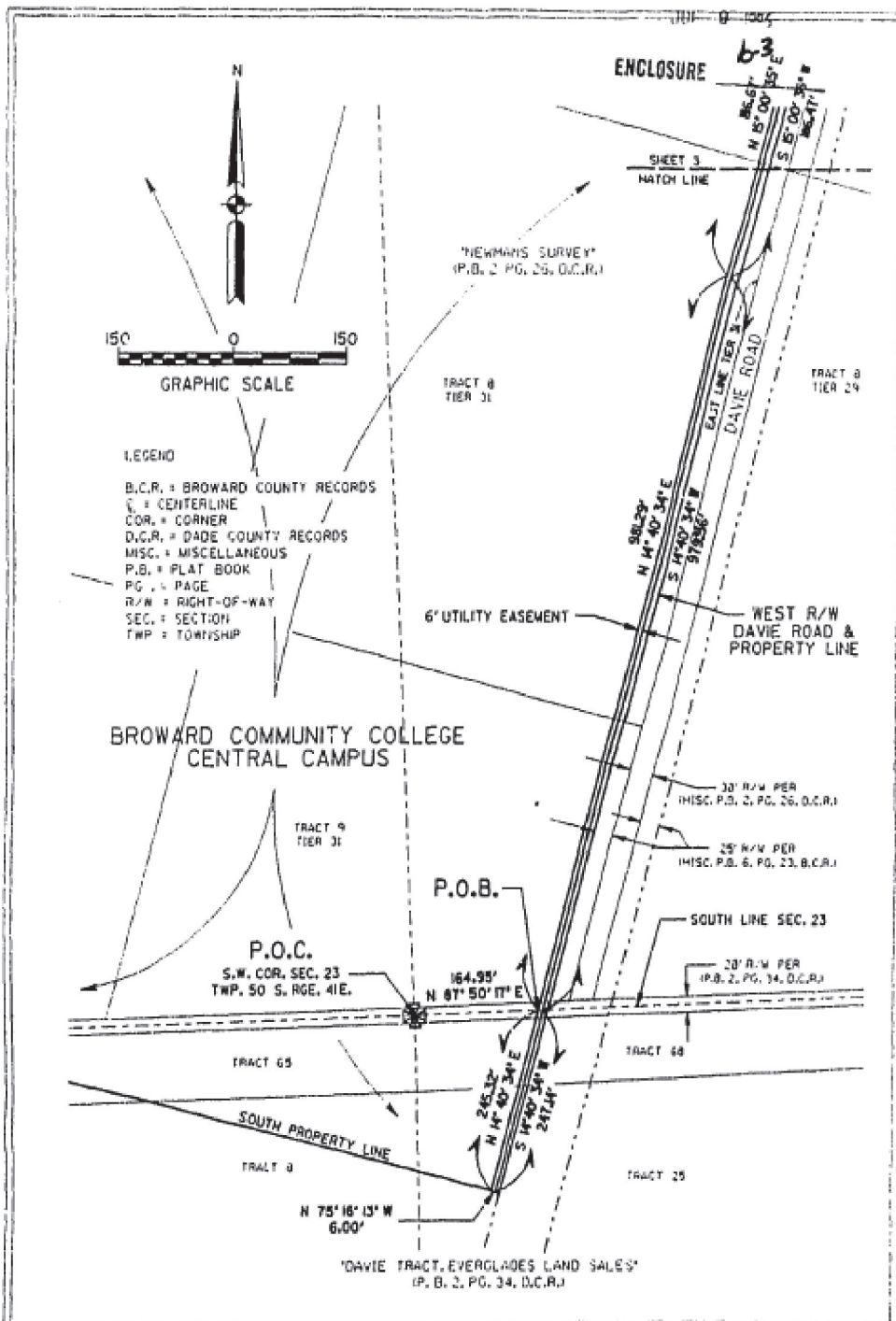
BY: JON P. WEBER, P.L.S.

FLORIDA REGISTRATION NO. 4323


5825543.60935

<p><b>BROWARD COMMUNITY COLLEGE CENTRAL CAMPUS</b></p> <p><b>SKETCH OF DESCRIPTION</b></p> <p>A PORTION OF SECTIONS 23, 26, TOWNSHIP 50 SOUTH, RANGE 41 EAST DAVID, BROWARD COUNTY, FLORIDA</p>	DATE: 7-9-96	DATE DRAWN:	REVISIONS:	 <p><b>KEITH and SCHNARS, P.A.</b> LAND SURVEYORS - PLANNING - CIVIL ENGINEERS 130 S. W. 16th Street, Ft. Lauderdale, FL 33304</p> <p>Sheet No. 1 of 1 SHEETS</p> <p>DRAWING NO. 441.00</p>
	SCALE AS SHOWN			
	FIELD BY: J.P.W.			
	DRAWN BY: G.M.L.			
	CHK. BY: J.P.W.			





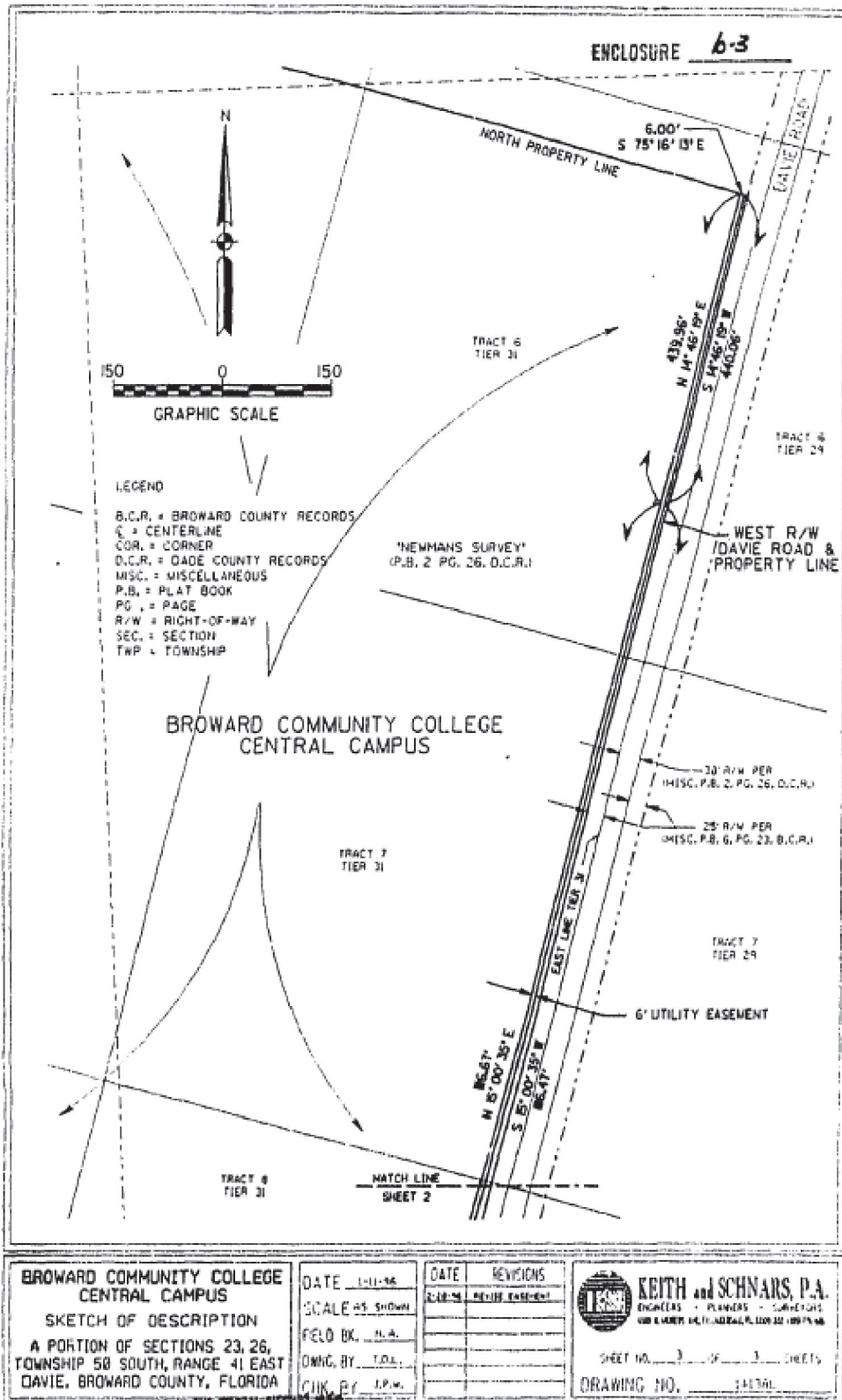
<p><b>BROWARD COMMUNITY COLLEGE CENTRAL CAMPUS</b></p> <p>SKETCH OF DESCRIPTION</p> <p>A PORTION OF SECTIONS 23, 26, TOWNSHIP 50 SOUTH, RANGE 41 EAST DAVIE, BROWARD COUNTY, FLORIDA</p>	DATE 1-11-76	DATE	REVISIONS
	SCALE AS SHOWN	2-18-76	AS PER AGREEMENT
	FIELD BK. 16, A.		
	DWG. BY T.D.L.		
CHK. BY J.P.M.			



**KEITH and SCHNARS, P.A.**  
ENGINEERS - PLANNERS - SURVEYORS  
100 S. W. 10th Avenue, Suite 100, Ft. Lauderdale, FL 33304

SHEET NO. 2 OF 3 SHEETS

DRAWING NO. 141706



**EXHIBIT 2  
LEGAL DESCRIPTION OF VACATED AREA**

4341 S.W. 62nd Avenue Davie, Florida 33314	<p style="font-size: 24pt; font-weight: bold; margin: 0;">STONER</p> <p style="font-weight: bold; margin: 0;">SURVEYORS • MAPPERS</p> <p style="font-style: italic; margin: 0;">Licensed Business No. 6633</p>	TEL (954) 585-0997 www.stonersurveyors.com
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**LEGAL DESCRIPTION OF:  
VACATION OF A PORTION OF A 6 FOOT WIDE SCHOOL BOARD EASEMENT  
BROWARD COLLEGE CENTRAL CAMPUS  
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA**

**LEGAL DESCRIPTION:**

A PORTION OF THAT CERTAIN UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2551, PAGE 931, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID EASEMENT BEING A PORTION OF TRACTS 8, TIER 31, 'NEWMAN'S SUBDIVISION ONE AND TWO', ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH PORTION OF TRACTS 25 AND 68 OF 'DAVIE TRACT, EVERGLADES LAND SALES CO. SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-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 N.87°50'17" E., ALONG THE SOUTH LINE OF SAID SECTION 23, A DISTANCE OF 164.96 FEET TO THE POINT OF BEGINNING;  
THENCE N.14°40'34"E., A DISTANCE OF 607.70 FEET;  
THENCE S.75°15'40"E., A DISTANCE OF 6.00 FEET;  
THENCE S.14°40'34"W., A DISTANCE OF 852.48 FEET MORE OR LESS, TO THE SOUTHERLY BOUNDARY LINE OF BROWARD COLLEGE;  
THENCE N.75°15'45"W., ALONG SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 6.00 FEET;  
THENCE N.14°40'34"E., A DISTANCE OF 244.78 FEET MORE OR LESS, TO THE TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 0.117 ACRES (5,115 SQUARE FEET), MORE OR LESS.

**NOTES:**

1. THE PROPERTY SHOWN HEREON WAS NOT SUBJECTED TO A TITLE SEARCH FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING OF N.87°50'17"E ALONG THE SOUTH LINE OF OF THE SOUTHWEST ONE-QUARTER (SW 1/4), OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 41 EAST.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS LEGAL DESCRIPTION WAS PREPARED BY STONER & ASSOCIATES, INC. WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE COULD BE MATTERS OF RECORD THAT ARE NOT SHOWN HEREON.
6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

F:\WORK\17TH FLOOR INVESTMENTS\20-0108 BROWARD COLLEGE CENTRAL CAMPUS\18-SCHOOL BOARD EASEMENT\03 SCHOOL BOARD EASEMENT\VACATION OF SCHOOL BOARD EASEMENT WITH DAVIS SOUTH PLAT

**CERTIFICATE:**

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

REVISIONS	DATE	BY

DATE OF SIGNATURE: 11/13/24

**JAMES D. STONER**

PROFESSIONAL SURVEYOR AND MAPPER NO. 4039 — STATE OF FLORIDA

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC. COPYRIGHT © 2024

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
11/13/24	DRL	JDS	N/A



SHEET 1 OF 2

SKETCH NO. 20-0108\_USE-VAC.D. PLAT







**EXHIBIT 3**  
**LEGAL DESCRIPTION OF NEW EASEMENT AREA**

4341 S.W. 62nd Avenue  
Davie, Florida 33314



**STONER**  
**SURVEYORS • MAPPERS**  
Licensed Business No. 6633

TEL (954) 585-0997  
www.stonersurveyors.com

**LEGAL DESCRIPTION OF:**  
**DEDICATION OF A 6 FOOT WIDE SCHOOL BOARD EASEMENT**  
**BROWARD COLLEGE CENTRAL CAMPUS**  
**TOWN OF DAVIE, BROWARD COUNTY, FLORIDA**

**LEGAL DESCRIPTION:**

A 6 FOOT WIDE UTILITY EASEMENT BEING A PORTION OF TRACTS 8, TIER 31, 'NEWMAN'S SUBDIVISION ONE AND TWO', ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH PORTION OF TRACTS 25 AND 68 OF 'DAVIE TRACT, EVERGLADES LAND SALES CO. SUBDIVISION', ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-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 N.87°50'17" E., ALONG THE SOUTH LINE OF SAID SECTION 23, A DISTANCE OF 166.57 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT;

THENCE N.31°43'02"E., A DISTANCE OF 2.52 FEET;

THENCE N.14°44'20"E., A DISTANCE OF 167.39 FEET;

THENCE N.37°34'47"W., A DISTANCE OF 14.70 FEET;

THENCE N.14°40'34"E., A DISTANCE OF 30.90 FEET;

THENCE N.67°04'43"E., A DISTANCE OF 14.74 FEET;

**LEGAL DESCRIPTION: (CONTINUED)**

THENCE N.14°44'20"E., A DISTANCE OF 382.55 FEET;

THENCE N.75°15'40"W., A DISTANCE OF 2.94 FEET;

THENCE N.14°40'34"E., A DISTANCE OF 6.00 FEET;

THENCE S.75°15'40"E., A DISTANCE OF 8.95 FEET;

THENCE S.14°44'20"W., A DISTANCE OF 391.50 FEET;

THENCE S.67°04'43"W., A DISTANCE OF 14.73 FEET;

THENCE S.14°40'34"W., A DISTANCE OF 25.00 FEET;

THENCE S.37°34'47"E., A DISTANCE OF 14.70 FEET;

THENCE S.14°44'20"W., A DISTANCE OF 169.98 FEET;

THENCE S.31°21'20"W., A DISTANCE OF 49.43 FEET;

THENCE S.14°44'20"W., A DISTANCE OF 200.65 FEET, TO THE SOUTHERLY BOUNDARY LINE OF BROWARD COLLEGE;

THENCE N.75°15'45"W., ALONG SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 6.00 FEET;

THENCE N.14°44'20"E., A DISTANCE OF 201.36 FEET;

THENCE N.31°43'02"E., A DISTANCE OF 45.89 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 0.119 ACRES (5,204 SQUARE FEET), MORE OR LESS.

**NOTES:**

1. THE PROPERTY SHOWN HEREON WAS NOT SUBJECTED TO A TITLE SEARCH FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING OF N.87°50'17"E ALONG THE SOUTH LINE OF OF THE SOUTHWEST ONE-QUARTER (SW 1/4), OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 41 EAST.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS LEGAL DESCRIPTION WAS PREPARED BY STONER & ASSOCIATES, INC. WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE COULD BE MATTERS OF RECORD THAT ARE NOT SHOWN HEREON.
6. SEE SHEET 2 OF 3 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

F:\DRAW\13TH FLOOR INVESTMENTS\20-9108 BROWARD COLLEGE CENTRAL CAMPUS\18-SCHOOL BOARD EASEMENT\JDS SCHOOL BOARD EASEMENT\DEDICATION OF SCHOOL BOARD EASEMENT WITHIN DAVIS SOUTH PLAT

**CERTIFICATE:**

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF SIGNATURE: 2.26.2025

**JAMES D. STONER**

PROFESSIONAL SURVEYOR AND MAPPER NO. 4039 - STATE OF FLORIDA

REVISIONS	DATE	BY
REVISE ESMT.	2-25-25	DRL

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DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
11/13/24	DRL	JDS	N/A

**SEAL**

SHEET 1 OF 3

SKETCH NO. 20-9108\_UE-DED\_D\_PLAT



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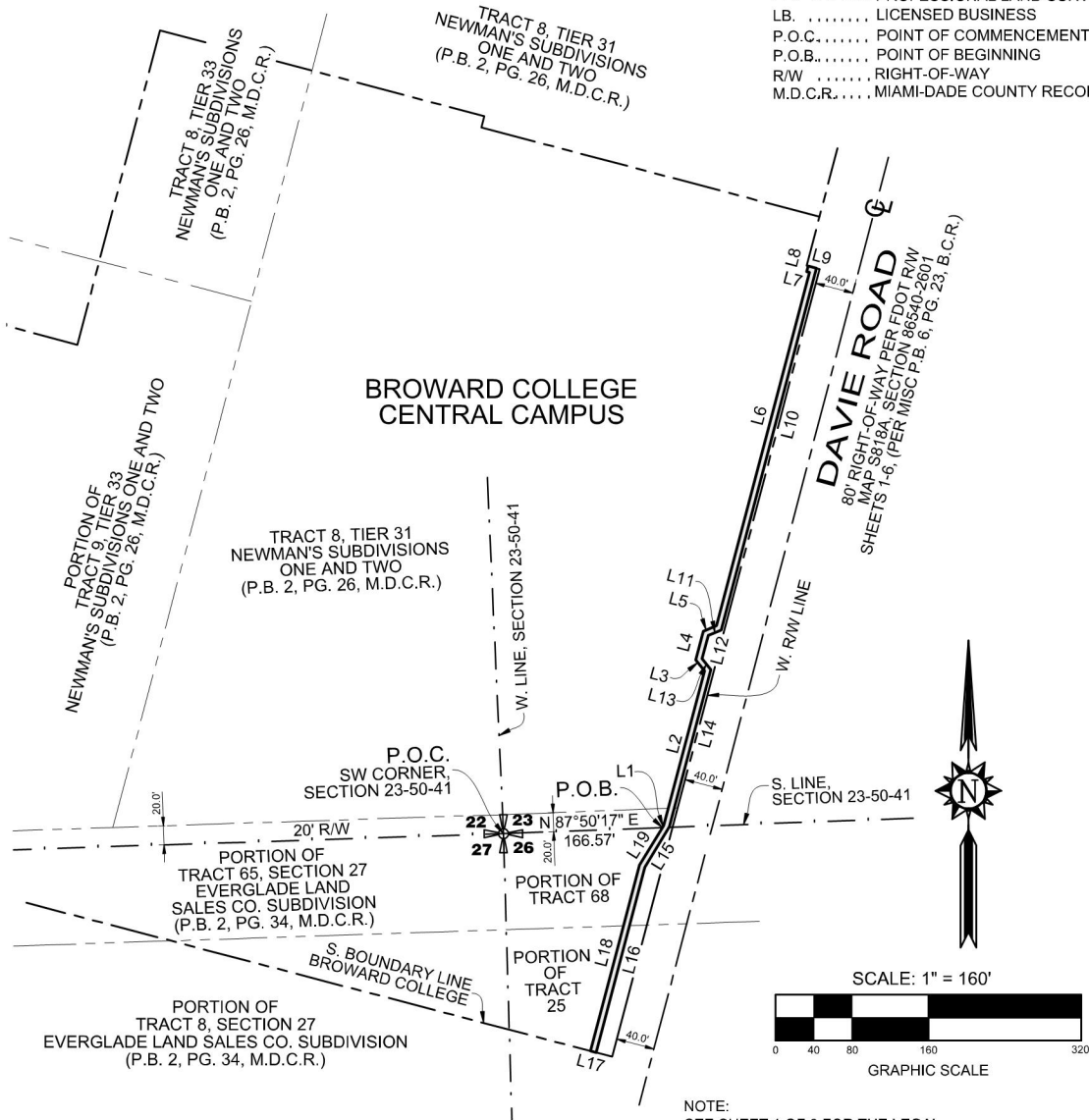
4341 S.W. 62nd Avenue  
 Davie, Florida 33314

TEL (954) 585-0997  
 www.stonersurveyors.com

**SKETCH OF DESCRIPTION**  
**DEDICATION OF A 6 FOOT WIDE SCHOOL BOARD EASEMENT**  
**BROWARD COLLEGE CENTRAL CAMPUS**  
**TOWN OF DAVIE, BROWARD COUNTY, FLORIDA**

**LEGEND:**

- B.C.R. .... BROWARD COUNTY RECORDS
- P.B. .... PLAT BOOK
- O.R.B. .... OFFICIAL RECORD BOOK
- PG. .... PAGE
- PLS ..... PROFESSIONAL LAND SURVEYOR
- LB. .... LICENSED BUSINESS
- P.O.C. .... POINT OF COMMENCEMENT
- P.O.B. .... POINT OF BEGINNING
- R/W ..... RIGHT-OF-WAY
- M.D.C.R. .... MIAMI-DADE COUNTY RECORDS



**NOTE:**  
 SEE SHEET 1 OF 3 FOR THE LEGAL  
 DESCRIPTION OF THE PROPERTY  
 SHOWN GRAPHICALLY HEREON.

SHEET 2 OF 3

SKETCH NO. 20-9108\_UE-DED\_D\_PLAT



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**SKETCH OF DESCRIPTION  
DEDICATION OF A 6 FOOT WIDE SCHOOL BOARD EASEMENT  
BROWARD COLLEGE CENTRAL CAMPUS  
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N.31°43'02"E.	2.52'
L2	N.14°44'20"E.	167.39'
L3	N.37°34'47"W.	14.70'
L4	N.14°40'34"E.	30.90'
L5	N.67°04'43"E.	14.74'
L6	N.14°44'20"E.	382.55'
L7	N.75°15'40"W.	2.94'
L8	N.14°40'34"E.	6.00'
L9	S.75°15'40"E.	8.95'
L10	S.14°44'20"W.	391.50'
L11	S.67°04'43"W.	14.73'
L12	S.14°40'34"W.	25.00'
L13	S.37°34'47"E.	14.70'
L14	S.14°44'20"W.	169.98'
L15	S.31°21'20"W.	49.43'
L16	S.14°44'20"W.	200.65'
L17	N.75°15'45"W.	6.00'
L18	N.14°44'20"E.	201.36'
L19	N.31°43'02"E.	45.89'

SHEET 3 OF 3

SKETCH NO.  
20-9108\_UF-DED\_D\_PLAT