

This instrument was prepared by:
Marie Andrée Hammond
Real Estate Officer
Public Works/Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

UNDERGROUND CABLE EASEMENT AGREEMENT

This UNDERGROUND CABLE EASEMENT AGREEMENT ("Agreement") is made and entered into on this ___ day of _____, 20__ ("Effective Date"), by and between BROWARD COUNTY, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), and Comcast Corporation ("Grantee") (collectively, the "Parties").

RECITALS

WHEREAS, County is the owner of certain real property located within the City of Lauderdale, Broward County, Florida, and more particularly described as follows:

See Exhibit "A," attached hereto and made a part hereof ("Property"); and

WHEREAS, Grantee desires a perpetual, non-exclusive easement on, over, across, and through the Property for the purposes of installing, operating, maintaining, and repairing underground service cables, as more particularly described on Exhibit "B," attached hereto and made a part hereof ("Easement"); and

WHEREAS, County is willing to grant the Easement to Grantee upon the terms contained in this Agreement;

NOW THEREFORE, for good and valuable consideration, including the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals set forth in the above WHEREAS clauses are true, accurate, and incorporated herein by this reference.
2. County hereby grants unto Grantee the Easement in accordance with the terms of this Agreement.
3. Grantee must maintain a minimum twelve (12) inch vertical and horizontal separation from existing utilities and tree roots when installing any underground cables.

4. The Easement, as described herein, shall include the right of ingress and egress over the Property for the purposes of the Easement.
5. Grantee covenants and agrees that if any portion of the Property is disturbed, damaged, or destroyed by Grantee, including, but not limited to, sidewalks, pavements, and landscaping, at any time, Grantee shall, at its sole expense, and as soon as reasonably possible, restore the disturbed, damaged, or destroyed portion of the Property to its original condition to allow for County's use.
6. Grantee shall, at its sole expense, maintain and repair the underground service cables installed by Grantee on the Property, as more particularly described on Exhibit "B," in whole or in part, as necessary.
7. County may, for its own purposes, utilize the Property, and shall retain a right of free ingress and egress on, over, across, and through the Property that does not unreasonably interfere with Grantee's exercise of the Easement.
8. If Grantee abandons or otherwise discontinues use of the Easement, then County may rescind the Easement by written instrument, duly executed, acknowledged, and recorded in the Public Records of Broward County, Florida, and Grantee shall, at its sole expense, and as soon as reasonably possible, remove the underground service cables from the Property and restore the Property to its original condition to allow for County's use.
9. Grantee shall maintain the minimum insurance coverage and limits designated in Exhibit "C," attached hereto and made a part hereof, at all times during the term of this Agreement, and shall include County as an additional insured on Grantee's general liability policy. Proof of any coverage required in this Agreement shall be provided to County within five (5) calendar days of a written request.
10. To the extent permitted by law, and without County waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes, each party is responsible for all personal injury and property damage attributable to the negligent, reckless, or intentional acts or omissions of itself and its officers, employees, and agents.
11. Except as stated in paragraph 8, this Agreement may not be modified or rescinded in any respect, in whole or in part, except by the agreement of County and Grantee, and then only by written instrument, duly executed, acknowledged, and recorded in the Public Records of Broward County, Florida.
12. County, at its own expense, shall record this fully executed Agreement in its entirety in the Public Records of Broward County, Florida.

13. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
14. This Agreement contains the entire agreement between the Parties relating to the rights granted and obligations assumed pursuant to this Agreement. 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.
15. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.
16. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR GRANTEE:

Richard Thomas
Senior Director Engineer, Network Engineering
2601 S.W. 145th Avenue
Miramar, Florida 33027
Phone: 954-447-8452
Email address: Richard_Thomas@cable.comcast.com

FOR COUNTY:

Broward County Real Property Section
Attn: Director of Real Property
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: pbhogaita@broward.org

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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___, and Grantee, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By [Signature] 3/9/16
Signature _____ (Date)
Risk Management Division

By [Signature] 3/14/16
Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

jacqueline A. Binns
Print Name and Title above
Risk insurance and
Contracts Manager

James D. Rowlee 3/14/16
James D. Rowlee (Date)
Senior Assistant County Attorney

CRC/dnt
03/01/16
Comcast Easement
16-089.07

EASEMENT AGREEMENT BETWEEN THE COUNTY AND

Signed, sealed and delivered in the presence of:

"Grantee"

Mary Cassidy
Witness 1 Signature

Mary Cassidy
Witness Printed Name

Michael C. Regan
Witness 2 Signature

Michael C. Regan
Witness Printed Name

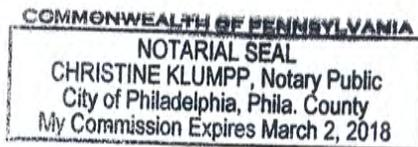
By: Brian A Rankin
BRIAN A. RANKIN
VICE PRESIDENT, SENIOR DEPUTY
Name and Title GENERAL COUNSEL

STATE OF Pennsylvania
COUNTY OF Philadelphia) SS.

The foregoing instrument was acknowledged before me this 3rd day of March, 2016, by Brian A Rankin who is
 personally known to me, or
 produced identification. Type of identification produced _____

NOTARY PUBLIC: Christine Klumpp

(Seal)



Christine Klumpp
Print name:

My commission expires:
MARCH 2, 2018

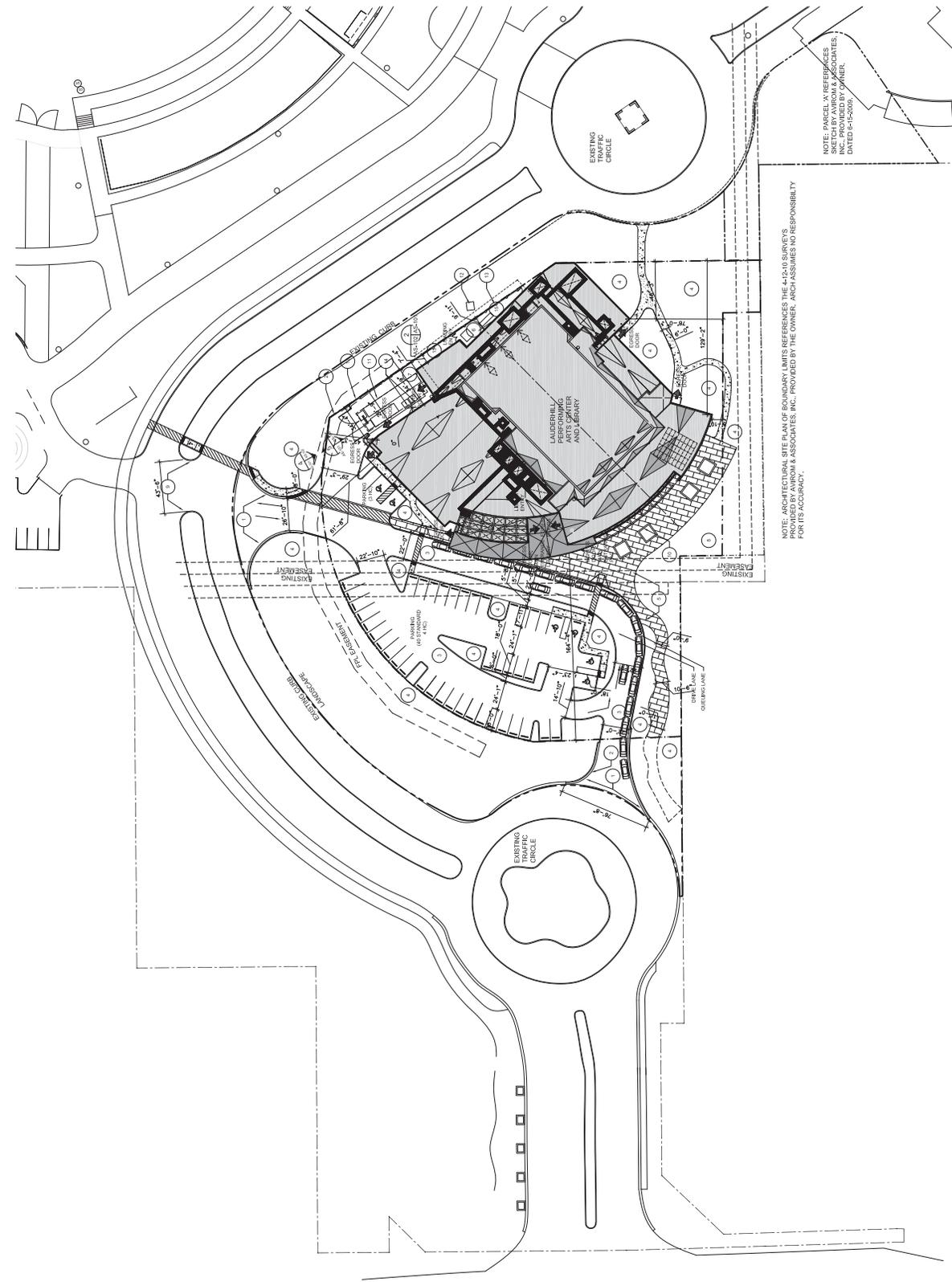


No.	Date	Description
01	02/10/23	Issue for Bid
02	04/17/23	Revised for Permit

- Legend**
- KEY NOTE SYMBOL
 - CITY AND LIBRARY PARCEL LIMITS
 - PROPERTY LINE
 - ||||| Hardscape Pavers
 - ▨ Concrete Decking
 - ▨ Accessible Route

- General Notes:**
1. MAIL TO BE DELIVERED INSIDE THE BUILDING
 2. COMPLETE SITE IMPROVEMENTS

- Plan Key Notes:**
1. NEW CONCRETE CURB
 2. NEW CONCRETE CURB
 3. NEW CONCRETE CURB
 4. LANDSCAPED AREA
 5. APPROVED DRAINAGE
 6. APPROVED DRAINAGE
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 13. APPROVED DRAINAGE
 14. APPROVED DRAINAGE
 15. APPROVED DRAINAGE



NOTE: ARCHITECTURAL SITE PLAN OF BOUNDARY LIMITS REFERENCES THE 4412-10 SURVEY'S PROVIDED BY ANTHONY M & ASSOCIATES, INC., PROVIDED BY THE OWNER. ARCH ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

NOTE: PARCEL A) REFERENCES SKETCH BY ANTHONY M & ASSOCIATES, INC. DATED 05-15-2009.



1 SITE PLAN
SCALE: 1/8" = 1'-0"

© Westlake Reed Leskosky
Lauderhill Performing Arts Center
and Library

Commission # 09047
Lauderhill, Florida

Westlake Reed Leskosky
Washington, D.C. Studio
1634 Eye Street NW, Suite 900
Washington, DC 20006 202.296.4344
www.wrls.com

Barranco Gonzalez

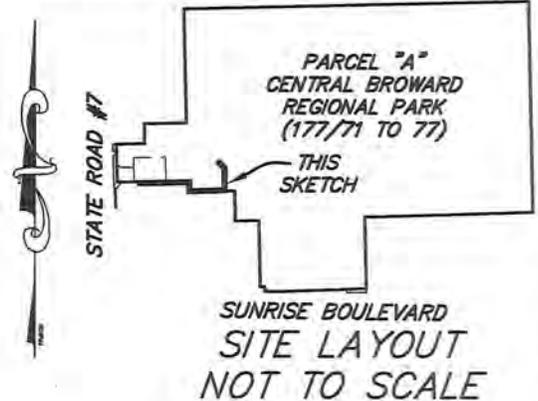
Site Plan



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

SKETCH AND DESCRIPTION
14' COMCAST EASEMENT
CENTRAL BROWARD REGIONAL PARK
(P.B. 177, PG.S 71-77, B.C.R.)
SHEET 2 OF 2 SHEETS



LEGAL DESCRIPTION:

A portion of Parcel "A", CENTRAL BROWARD REGIONAL PARK, according to the plat thereof, as recorded in Plat Book 177, Pages 71 to 77, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of CARISHOCA PLAT, according to the Plat thereof, as recorded in Plat Book 179, Pages 161 to 163, of the public records of Broward County, Florida; thence South 88°11'06" West, on a South line of said Parcel "A", CENTRAL BROWARD REGIONAL PARK, a distance of 68.13 feet to the Point of Beginning; thence North 00°55'57" West, a distance of 179.98 feet; thence North 45°28'01" West, a distance of 67.32 feet; thence South 44°31'59" West, a distance of 14.00 feet; thence South 45°28'01" East, a distance of 61.59 feet; thence South 00°55'57" East, a distance of 160.46 feet; thence South 88°11'06" West, a distance of 253.99 feet; thence North 01°26'24" West, a distance of 70.54 feet; thence South 88°36'43" West, a distance of 384.00 feet; thence South 01°26'24" East, on a West line of said Parcel "A", CENTRAL BROWARD REGIONAL PARK, a distance of 14.00 feet; thence North 88°36'43" East, on a South line of said Parcel "A", a distance of 370.00 feet; thence South 01°26'24" East, on a West line of said Parcel "A", a distance of 70.64 feet; thence North 88°11'06" East, on a South line of said Parcel "A", a distance of 281.87 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Lauderdale, Broward County, Florida and containing 13,303 square feet or 0.3054 acres more or less.

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 30th day of March, 2016.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown refer to record plat (177-71 to 78, B.C.R.) assume the most West, South line, as North 88°35'57" West.

McLAUGHLIN ENGINEERING COMPANY


JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. EFB

DRAWN BY: JMMjr

JOB ORDER NO. V-1283

CHECKED BY: _____

REF. DWG.: 00-3-047

C: \JMMjr\2016\V1283(COMCAST)

EXHIBIT "C"
Minimum Insurance Requirements

Commercial General Liability Insurance

Combined single limit for bodily injury and property damage:

\$1,000,000.00 (One Million Dollars) minimum limits per occurrence

\$2,000,000.00 (Two Million Dollars) minimum limits per aggregate

Policy shall include coverage for:

Premises and/or operations

Independent contractors

Explosion, Collapse, and Underground Hazards

Products and/or Completed Operations for contract

Broad Form Contractual Coverage applicable to this specific

Agreement including any hold harmless and/or indemnification
agreement

Personal Injury

Mobile Equipment

Business Automobile Liability Insurance

Combined single limit for bodily injury and property damage:

\$1,000,000.00 (One Million Dollars) minimum limits per occurred

Policy shall include coverage for:

Owned Vehicles.

Hired and Non-Owned Vehicles.

Employers' Non-Ownership

Workers' Compensation Insurance

In compliance with state statutes and all federal laws

Operations in Florida comply with Chapter 440 FSS as amended

Employer's Liability Insurance

\$1,000,000.00 (One Million Dollars) minimum limits each accident