

**THIS INSTRUMENT PREPARED BY:**  
Hans Ottinot, Interim City Attorney  
City of Lauderhill City Hall  
5581 W. Oakland Park Blvd.  
Lauderhill, FL 33313

**AFTER RECORDING, RETURN TO :**  
Hans Ottinot, Interim City Attorney  
City of Lauderhill City Hall  
5581 W. Oakland Park Blvd.  
Lauderhill, FL 33313

**6.02 CITY OF LAUDERHILL**

**UTILITIES EASEMENT DEDICATION**

On this 24<sup>th</sup> day of APRIL, 2025,  
Ascension Peace Presbyterian Church of Lauderhill, Inc. ("GRANTOR"), expressly grants an easement for the purposes described herein to THE CITY OF LAUDERHILL, FLORIDA, having an address at 5581 W. Oakland Park Blvd., Lauderhill, Florida 33313, ("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 certain parcel of real property which is more particularly identified as Parcel ID 494125400010.

GRANTOR hereby grants, bargains and sells to GRANTEE, its successors and assigns, a perpetual, non-exclusive easement in, under, over, through, across and upon that certain portion of the Property, a legal description of which is attached hereto as **Exhibit "A"** and incorporated by reference herein ("**Easement Area**"), for the purposes described herein.

GRANTOR hereby grants unto GRANTEE, its successors and assigns, full and free right and authority to construct, maintain, repair, install, and rebuild the water and sanitary sewer facilities ("**Utility Improvements**") in, over, under, through, upon or across the Easement Area.

GRANTEE agrees to own, maintain and repair the Utility Improvements at GRANTEE'S sole cost and expense. GRANTEE shall not be responsible for any damage to improvements now or hereafter existing on the Easement Area, including, but not limited to sidewalks, pavement, shrubbery landscaping, signage or irrigation equipment and machinery, which may result from GRANTEE'S repair or maintenance of the Utility Improvements.

If it is necessary to excavate the Easement Area in order to repair or maintain the Utility Improvements, GRANTEE shall adequately fill and compact any such excavation and return the Property to the same condition it existed prior to the maintenance, repair and/or excavation. Subject to any improvements which may exist as of the effective date hereof, GRANTOR agrees not to install any permanent improvements, except asphalt, concrete curbing, irrigation lines or sidewalks within a five-foot (5') strip on either side of the Utility Improvements.

GRANTOR may for its own purposes utilize the Easement Area and shall have the right of free ingress and egress on and over 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 herein granted to GRANTEE.

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

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.


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

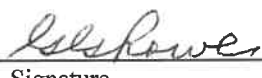
[SIGNATURE PAGE ONLY TO FOLLOW]


Signed, Sealed and delivered

in the presence of:

GRANTOR

  
\_\_\_\_\_  
Signature  
Vivette White  
\_\_\_\_\_  
Print Name of Witness

  
\_\_\_\_\_  
Signature  
GERARD G. ROWE - TRUSTEE CHAIR  
\_\_\_\_\_  
Print Name and Title

  
\_\_\_\_\_  
Signature  
Desmie Rowe  
\_\_\_\_\_  
Print Name of Witness

STATE OF FLORIDA )

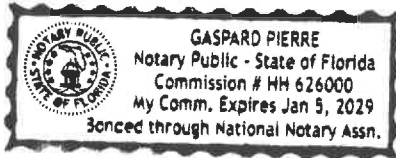
) SS:

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, by MR GERARD ROWE as Trustee Chair of PRESBYTERIAN CHURCH, a Florida limited liability company, who is personally known to me or who has produced DL #R000287-42-46-8 as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of APRIL, 2025, 202\_\_.

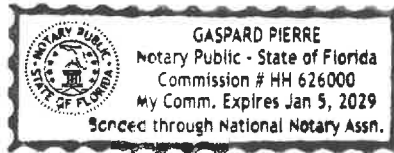
*G. Rowe*



GASPARD PIERRE. Broward County.  
Notary Public - State of Florida

GASPARD PIERRE.  
Typed, printed or stamped name of Notary Public

My Commission Expires: JAN 5, 2029





plat thereof as recorded in Plat Book 164, Page 3 of the Public Records of Broward County, Florida and being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel A;

THENCE South 89°28'42" West on the South line of said Parcel A, a distance of 128.67 feet to Reference Point "A";

THENCE North 00°31'18" West, 12.00 feet to the intersection with the North line of an existing 12.00 foot Utility Easement as shown on said ASCENSION PEACE PRESBYTERIAN CHURCH PLAT, said point also being the POINT OF BEGINNING;

THENCE South 89°28'42" West on said North line of an existing 12.00 foot Utility Easement, a distance of 12.00 feet;

THENCE North 00°25'15" West 116.66 feet;

THENCE South 89°28'42" West on the North face of an existing building and it's Easterly projection, a distance of 137.14 feet;

THENCE South 00°31'18" East on the West face of said building and it's Southerly projection, a distance of 116.66 feet to the intersection with said North line of an existing 12.00 foot Utility Easement;

THENCE South 89°28'42" West on said North Line of an existing 12.00 foot Utility Easement, a distance of 12.00 feet;

THENCE North 00°31'18" West 51.81 feet;

THENCE South 89°07'31" West 5.90 feet;

THENCE North 00°52'29" West 12.00 feet;

THENCE North 89°07'31" East 5.97 feet;

THENCE North 00°31'18" West 64.85 feet;

THENCE North 89°28'42" East 161.16 feet;

THENCE South 00°25'15" East 23.77 feet;

THENCE North 89°34'45" East 6.00 feet;

THENCE South 00°25'15" East 12.00 feet;

THENCE South 89°34'45" West 6.00 feet;

THENCE South 00°25'15" East 92.89 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Prepared by:  
CALVIN, GORDANO AND ASSOCIATES, INC.  
P.O. Box 13141  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
November 10, 1999

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12.00 foot Utility Easement as shown on said ASCENSION PEACE PRESBYTERIAN CHURCH PLAT, said point also being the POINT OF BEGINNING;

THENCE South 89°28'42" West on said North line of an existing 12.00 foot Utility Easement, a distance of 12.00 feet;

THENCE North 00°20'13" West 49.91 feet;

THENCE North 89°39'47" East 12.00 feet;

THENCE South 00°20'13" East 49.87 feet to the POINT OF BEGINNING.

Said lands lying in the City of Lauderdale, Broward County, Florida and containing a total combined area of 5,376 square feet (0.1234 acres) more or less.

#### NOTES:

1. Not valid without the signature and original raised seal of a licensed Florida Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the Surveyor, for ownership, easements, rights-of-way or other matters that may appear in the Public Records of Broward County, Florida.
3. Bearings shown hereon are relative to ASCENSION PEACE PRESBYTERIAN CHURCH PLAT, as recorded in Plat Book 164, Page 3, Broward County Records with the South line of said plat having a bearing of South 89°28'42" West.
4. Information shown hereon and on the attached sketch does not represent a Boundary Survey.

CALVIN, GIORDANO & ASSOCIATES, INC.



Date: 11-10-99

Gregory J. Clements  
Professional Surveyor and Mapper  
Florida Registration Number 4479

Prepared by:

CALVIN, GIORDANO AND ASSOCIATES, INC.

P.O. Box 13141

1800 Eller Drive, Suite 600

Fort Lauderdale, Florida 33316

November 10, 1999

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