



TAMARAC PUBLIC SERVICES
BLANKET PUBLIC INGRESS/EGRESS EASEMENT

PROJECT: Shaker Village Community Center
(NAME OF PROJECT)

This BLANKET PUBLIC INGRESS/EGRESS EASEMENT made this ____ day of _____, 2025, by SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., having an address of 40 Meacham Lane, Tamarac, Florida (the "Grantor"), and the CITY OF TAMARAC, a Florida municipal corporation having an address at 7525 Northwest 88th Avenue, Tamarac, Florida 33321 (the "Grantee").

WHEREAS, the Grantee is acquiring from the Grantor fee simple title to that certain real property situated in Broward County, Florida, having Property ID No. 494111-01-170 to construct a community center and which is more particularly described in the legal description attached hereto as Exhibit "A" (the "Community Center Property");

WHEREAS, Grantor is the fee simple owner of the real property described on Exhibit "B" (the "Easement Property"), attached hereto; and

WHEREAS, Grantor desires to create a non-exclusive easement in favor of Grantee for ingress and egress over the Easement Property upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid to Grantor, the receipt and adequacy of which is hereby acknowledged, and for other good

and valuable considerations, Grantor does hereby create, establish and grant this Blanket Public Ingress/Egress Easement to Grantee for the specific purpose to provide public ingress/egress over and across the above-described Easement Property for the Grantee to provide municipal, recreational, and other public services.

1. Purpose of Easement. It is the purpose of this non-exclusive Public Ingress/Egress Easement to grant a permanent non-exclusive access easement over, on upon, and across the Easement Property for the purpose of vehicular and pedestrian ingress and egress to and from the Community Center Property.
2. Recitals. The foregoing recitals are hereby incorporated herein and made a part of this Agreement.
3. Grant of Easement. Subject to the conditions set forth herein, Grantor does hereby create, establish and grant this non-exclusive Blanket Public Ingress/Egress Easement to Grantee over, on upon, and across the Easement Property for the specific purpose to provide municipal, recreational, and other public services.
4. Perpetual. The provisions of this Easement shall be binding on the parties hereto and the respective successors and assigns as a covenant running with and binding upon the Easement Property. This Easement shall not be released or altered without the written consent of the Grantor and Grantee.
5. Maintenance. Grantor shall at all times maintain the Easement Property in safe and clean condition. If the Easement Property is damaged by Grantee, its agents or employees, Grantee shall promptly repair any damage caused by the Grantee, its agents, or employees.

6. Indemnification. To the extent permitted by Florida law, the Grantee hereby agrees to indemnify and hold the Grantor harmless for acts, omissions and negligence of Grantee, its agents, employees, contractors, successors, and assigns, and for any damages, causes of action, costs, expenses and liability which may result from such acts, omissions or negligence.
7. Attorney's Fees and Court Costs. In connection with any litigation, administrative proceeding, arbitration, or other action arising out of this Easement Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' and paralegals' fees and cost through all trial, appellate, and post-judgment proceedings and arbitration proceedings, including attorney's fees to be awarded.
8. Entire Agreement. This Easement Agreement and the Exhibits attached hereto contain the Easement Agreement among the parties regarding the subject matter hereof, and replace and all prior or contemporaneous agreements, understandings representation, and statements, oral or written, that may exist among the Parties are merged in this Easement Agreement. No other prior or present agreements or representations shall be binding upon the Parties unless included in this Easement Agreement.
9. Authorization. The Grantor and Grantee warrant and represent that: (a) they have taken all steps necessary for the authorization, approval, execution, and delivery of this Easement Agreement; (b) each has the full right, power, and authority without any other party to grant, execute, and deliver the rights herein under to the respective Parties; and (c) that the person signing this Easement

Agreement on behalf of each Party has the full, right power and authority to execute this Easement Agreement and bind each respective Party.

10. Counterparts. This Easement 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 on and the same Easement Agreement. Electronic transmission of the signatures of either Party or their counsel to this Easement Agreement or any amendment to this Easement Agreement contemplated by this Easement Agreement shall be deemed to be an original signature and binding on such Party.

[SIGNATURES ON FOLLOWING PAGES.]

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

Shaker Village Condominium Association, Inc., a Florida not for profit corporation

x _____
Witness
Type Name _____

By: _____
Name: _____
Title: _____

Witness Address: _____

x _____
Witness
Type Name _____

Witness Address: _____

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of January, 2025, by _____, as President of SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He/she is personally known or has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed
Name: _____

My Commission
Expires: _____

ACCEPTED BY CITY OF TAMARAC
GRANTEE

ATTEST:

By: _____
Kimberly Dillon, CMC
City Clerk

By: _____
Levent Sucuoglu
City Manager

Date: _____

Approved as to form:

By: _____
Hans Ottinot,
City Attorney

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of January, 2025, by LEVENT SOCUOGLU, as City Manager of the CITY OF TAMARAC, a Florida municipal corporation, on behalf of the corporation. He/she is personally known or has produced a driver's license as identification.

[NOTARY SEAL]

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

AFFIDAVIT SHALL BE COMPLETED WHEN MORTGAGEE SIGNATURE IS NOT APPLICABLE

I, _____ do hereby affirm that I am the President of SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, and that I have executed the foregoing Blanket Public Ingress/Egress Easement with the City of Tamarac for and that the Grantor is the owner of the property covered by said Blanket Public Ingress/Egress Easement.

There are no mortgages held on the property, which is the subject of said Blanket Ingress/Egress Easement.

FURTHER AFFIANT SAYETH NOT.

(Signature)

State of Florida
County of Broward

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of January, 2025, by _____, as President of SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He/she is personally known or has produced a driver's license as identification.

[NOTARY SEAL]

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

COMMUNITY CENTER PROPERTY

A parcel of land in Section 11, Township 49 South, Range 41 East; said parcel including a portion of Tract 15 in said Section 11, according to the Plat of FORT LAUDERDALE TRUCK FARMS, as recorded in Plat Book 4, Page 31, Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing on the South line of said Section 11, at an intersection with the Southerly projection of a line 880 feet East of, as measured at right angles, and parallel with the West line of said Tract 15; thence run North 0° 06' 02" West, (on an assumed bearing), 163.03 feet along said parallel line and its projection; thence run North 89° 02' 05" West 40.01 feet parallel with said South line of Section 11, to the Point of Beginning; thence continue North 89° 02' 05" West 360.61 feet along said parallel line, to a point of intersection with a curve running Northwesterly to the left, a radial at said point bearing South 86° 00' 40" West; thence run Northwesterly 159.31 feet along the arc of said curve to the left, having a radius of 921.83 feet, a central angle of 9° 54' 07" to an intersection with a line 455 feet East of, as measured at right angles and parallel to said West line of Tract 15; thence run North 0° 06' 02" West 135.28 feet along said parallel line; thence run South 89° 02' 05" East 385.06 feet parallel with said South line of said Section 11, to an intersection with a line 840 feet East of as measured at right angles, and parallel to said West line of Tract 15; thence run South 0° 06' 02" East 292.05 feet along said parallel line, to the Point of Beginning.

AKA: Recreation Parcel No. 1 Shaker Village Condominium Phase I

EXHIBIT "B"

EASEMENT PROPERTY

A portion of "THE COMMON INGRESS AND EGRESS EASEMENT" recorded in Official Records Book 6375, Page 674, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Easement, said corner being a point along the North right-of-way of Commercial Boulevard, thence N 89°32'50" E along said right-of-way and along the South line of said Easement, a distance of 60.01 feet to the Southeast corner of said Easement; thence N 00°06'02" W along the East line of said Easement, a distance of 47.54 feet to the point of curvature for a curve to the left, said curve being the East line of said Easement and having a radius of 921.79 feet and a central angle of 13°47'29", thence Northwesterly along said curve, a distance of 221.88 feet; thence S 79°15'47" W along a line radial to the West line of said Easement, a distance of 53.88 feet to a point on said line being a non-tangent curve concave to the Southwest whose radius point bears S 79°15'47" W, said curve having a radius of 1136.63 and a central angle of 10°38'11", thence southeasterly along said curve a distance of 211.00 feet; thence S 00°06'02" E along said West line, a distance of 46.43 feet to the point of beginning.