

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1430.03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA ACCEPTING A GRANT OF EASEMENT FROM INTERNATIONAL BUILDERS ASSOCIATES, INC. DATED SEPTEMBER 7, 2002; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE.

**~~NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN~~
OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

Section 1. That the Town Council hereby accepts the Grant of Easement from International Builders Associates, Inc. dated September 7, 2002, a copy of which is attached hereto.

Section 2. Severability. That the provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses, sentences and phrases of this Resolution but they shall remain in effect, notwithstanding the invalidity of any part.

Section 3. Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Effective Date. That this Resolution shall become effective immediately upon approval of the Town Council.

Sponsored by Administration.

The Motion to adopt the foregoing resolution was offered by Councilmember Paruas, seconded by Mayor Addicott and on roll call the following vote ensued:

Resolution No. 1430.03

Mayor Addicott	<u>AYE</u>
Vice Mayor Einstein	<u>AYE</u>
Councilmember Feinman	<u>AYE</u>
Councilmember Paruas	<u>AYE</u>
Councilmember Singer	<u>ABSENT</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach this 15TH day of October, 2002.



MAYOR MICHAEL ADDICOTT

ATTEST:



CATHY SZABO
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



EDWARD PAUL KREILING
TOWN ATTORNEY

THIS INSTRUMENT PREPARED BY;
EDWARD PAUL KREILING, ESQUIRE
ROSEN, KREILING & EICHNER, P.A.
2500 Weston Road, Suite 220
Weston, Florida 33331

GRANT OF EASEMENT

THIS EASEMENT granted and conveyed this 07 day of Sept, 2002, by
INTERNATIONAL BUILDERS ASSOCIATES, INC., as Grantor, whose address is 777 NW 72nd
Ave., Ste. 2J2, Miami, FL 33126, in favor of ~~THE TOWN OF GOLDEN BEACH, FLORIDA, A~~
MUNICIPAL CORPORATION, Grantee, whose address is One Golden Beach Dr., Golden
Beach, Florida 33160 ;

That for and in consideration of the sum of Ten Dollars and other good and valuable considerations to them paid, receipt of which is hereby acknowledged, Grantor does hereby convey unto Grantee, and its heirs, successors and assigns forever, a private, non-exclusive easement for ingress and egress for utility purposes over and across the following described property located in Miami Dade County, Florida:

See Exhibit "A" attached hereto

The easement granted hereunder shall be subject to the following terms and conditions:

1. This Easement and the undertakings of the Grantor herein shall inure to the benefit of Grantee, its heirs, successors in title, and assigns, PROVIDED that Grantor makes no warranties as to quality of title, and Grantee shall receive only such rights as Grantor is entitled to give based on the rights it holds..

2. This Easement shall be construed and enforced in accordance with the laws of Florida, and the courts of the State of Florida shall have jurisdiction to hear and decide all such disputes. Venue for any action or proceeding arising under this Easement shall be in Miami Dade County, Florida, where the real property is located. In any action to enforce the obligations of any party to this Easement, or to recover damages for violation of this Easement, suit may be filed by or against any one or more parties either jointly or severally, and it shall not be a defense to any action hereunder that all other parties have not been joined in the action, so long as all those who are in violation of the Easement or are harmed by such violation are joined. No action shall lie against Grantor for title defects, as set forth more specifically in the preceding paragraph of this Easement.

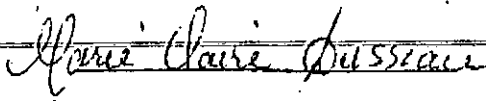
3. The Town of Golden Beach will be responsible to maintain this easement as it relates to landscaping and repair of storm water piping in a manner as prescribed within the Town of Golden Beach code of ordinances.

IN WITNESS WHEREOF, the party has set its hand and seal.

WITNESSES:



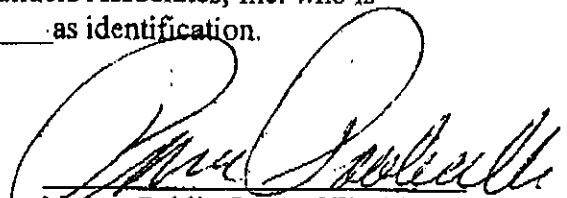
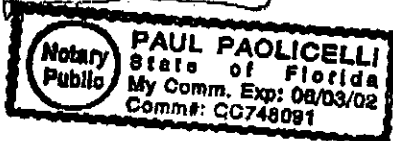
GRANTOR
INTERNATIONAL BUILDERS
ASSOCIATES, INC.



By 
CLAUDE SCEMLA, as its President

STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 07 day of Sept 2002, by Claude Scemla, as President of International Builders Associates, Inc. who is personally known to me or who have produced _____ as identification.



Notary Public State of Florida
Print Name:

My commission expires:

EXHIBIT "A"
LEGAL DESCRIPTION
EASEMENT
INTERNATIONAL BUILDERS TO GOLDEN BEACH
322 S. PARKWAY

A portion of Golden Beach Section E, as recorded in Plat book 8, page 122 a/k/a lot 34 and west 3 feet of lot 35 of Block G, and more particularly described as follows:

Commencing at the southeast corner of the property, thence running along the property line parallel to South Parkway for a distance of five feet (5'), thence running northwest a distance of one hundred seventy five feet (175') parallel to the property line to the grand canal, thence running east along the northwest property line to the edge of the property, thence running southeast along the property line to the point of beginning. It is the intention of the parties to create a five foot easement running the length of the property along the east property line from the point of beginning to the grand canal.



HARRY M. ROSEN
Board Certified Civil Trial Lawyer
EDWARD PAUL KREILING
PAUL D. EICHNER

February 21, 2003

Mrs. Cathy Szabo
Town Clerk
Town of Golden Beach
One Golden Beach Drive
Golden Beach, FL 33160

Re: International Builders Associates, Inc.

Dear Cathy:

I enclose the original Grant of Easement which has been executed by International Builders Associates, Inc. Please contact me if you have any questions.

Very truly yours,

EDWARD PAUL KREILING

EPK:lm

Enc.

20963PG1393

Record + Return to:

THIS INSTRUMENT PREPARED BY;
EDWARD PAUL KREILING, ESQUIRE
ROSEN, KREILING & EICHNER, P.A.
2500 Weston Road, Suite 220
Weston, Florida 33331

03R044991 2003 JAN 22 07:24

DOCSTPDEE 0.60 SURTX 0.45
HARVEY RUVIN, CLERK DADE COUNTY, FL

GRANT OF EASEMENT

THIS EASEMENT granted and conveyed this 07 day of Sept, 2002, by
INTERNATIONAL BUILDERS ASSOCIATES, INC., as Grantor, whose address is 777 NW 72nd
Ave., Ste 2J2, Miami, Fl. 33126 in favor of **THE TOWN OF GOLDEN BEACH, FLORIDA, A
MUNICIPAL CORPORATION**, Grantee, whose address is One Golden Beach Dr., Golden
Beach, Florida 33160 ;

That for and in consideration of the sum of Ten Dollars and other good and valuable
considerations to them paid, receipt of which is hereby acknowledged, Grantor does hereby convey
unto Grantee, and its heirs, successors and assigns forever, a private, non-exclusive easement for
ingress and egress for utility purposes over and across the following described property located in
Miami Dade County, Florida:

See Exhibit "A" attached hereto

The easement granted hereunder shall be subject to the following terms and conditions:

1. This Easement and the undertakings of the Grantor herein shall inure to the benefit of
Grantee, its heirs, successors in title, and assigns, PROVIDED that Grantor makes no warranties as
to quality of title, and Grantee shall receive only such rights as Grantor is entitled to give based on
the rights it holds..

2. This Easement shall be construed and enforced in accordance with the laws of Florida,
and the courts of the State of Florida shall have jurisdiction to hear and decide all such disputes.
Venue for any action or proceeding arising under this Easement shall be in Miami Dade County,
Florida, where the real property is located. In any action to enforce the obligations of any party to
this Easement, or to recover damages for violation of this Easement, suit may be filed by or against
any one or more parties either jointly or severally, and it shall not be a defense to any action
hereunder that all other parties have not been joined in the action, so long as all those who are in
violation of the Easement or are harmed by such violation are joined. No action shall lie against
Grantor for title defects, as set forth more specifically in the preceding paragraph of this Easement.

15

3. The Town of Golden Beach will be responsible to maintain this easement as it relates to landscaping and repair of storm water piping in a manner as prescribed within the Town of Golden Beach code of ordinances.

IN WITNESS WHEREOF, the party has set its hand and seal.

WITNESSES:

[Signature]

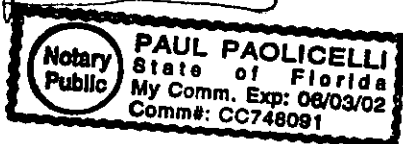
Marie Claire Dussan

GRANTOR
INTERNATIONAL BUILDERS
ASSOCIATES, INC.

By [Signature]
CLAUDE SCEMLA, as its President

STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 07 day of Sept 2002, by Claude Scemla, as President of International Builders Associates, Inc. who is personally known to me or who have produced _____ as identification.



[Signature]

Notary Public State of Florida
Print Name:

My commission expires:

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LEGAL DESCRIPTION
EASEMENT
INTERNATIONAL BUILDERS TO GOLDEN BEACH
322 S. PARKWAY

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RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

**OFFICIAL RECEIPT
CLERK OF CIRCUIT & COUNTY COURT**

**OFFICE OF THE RECORDER
DADE COUNTY, FLORIDA**

CLK/CT 611 REV. 7/01

RECORDING FEES	
INTANGIBLE TAX	
DOC STAMPS	
SURTAX	
REFUND	
PAYMENT ACCT REC	
TOTAL	

RECORDER'S USE ONLY

(DO NOT USE THIS SPACE)

OFFICIAL RECORDING RECPT# 310409
03R044991/992 DEPT 21
 2003 JAN 22 7:24 OP:07 TR:003
 RECORDING FEE 25.50
 DOC STMP DEED 0.60
 CNTY SURTAX 0.45
 RECORDING TOTAL 26.55
 CHECK TEND 25.50
 CHECK TEND 1.05
 CHANGE 0.00

THIS RECEIPT NOT VALID UNLESS VALIDATED

Clerk's web address: www.miami-dadeclerk.com