

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1683.05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA ACCEPTING A GRANT OF A EASEMENT FROM CARLOS ALBERTO SASSON AND MONICA PEISACH SASSON UPON EXECUTION; 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 Easement from Carlos Alberto Sasson and Monica Peisach Sasson upon execution of same and subject to the approval of the Town Attorney, 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 That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.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.

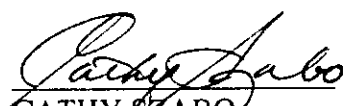
The Motion to adopt the foregoing resolution was offered by Mayor Singer seconded by Councilman Iglesias and on roll call the following vote ensued:

Mayor Singer	<u>AYE</u>
Vice Mayor Lusskin	<u>AYE</u>
Councilmember Einstein	<u>ABSENT</u>
Councilmember Iglesias	<u>AYE</u>
Councilmember Parus	<u>AYE</u>


PASSED AND ADOPTED by the Town Council of the Town of Golden Beach this 22 day of February, 2005.


MAYOR GLENN SINGER

ATTEST:


CATHY SZABO
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


PAUL D. EICHNER
TOWN ATTORNEY

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THIS INSTRUMENT PREPARED BY:
PAUL D. EICHNER, ESQUIRE

Bakalar & Eichner, P.A.
Westside Corporate Center
150 South Pine Island Road, Suite 540
Plantation, Florida 33324

GRANT OF EASEMENT

THIS EASEMENT granted and conveyed this 22 day of February 2005, by **CARLOS ALBERTO SASSON and MONICA PEISACH SASSON** as Grantors, whose address is 136 Golden Beach Drive, Golden Beach, FL 33160 in favor of **THE TOWN OF GOLDEN BEACH, FLORIDA, A MUNICIPAL CORPORATION**, Grantee or Town, 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 successors forever, a private, non-exclusive easement for the purposes set forth herein and located in, under, through, across and upon the following described property located in Miami Dade County, Florida (the "Easement Area"):

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 and its successors in title, 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 any 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. Prior to Grantor's acquisition of the Easement Area, Grantee installed in the Easement Area an underground drainage pipe which discharges stormwater into the Grand Canal. Grantee and its successors may use the Easement Area to maintain, repair, install, rebuild or replace the existing drainage pipe, and does hereby grant a perpetual easement in, over, under, through, across and upon the Easement Area for said purposes (hereinafter collectively referred

to as "Systems"). Grantor hereby reserves all rights of ownership in and to the Easement Area which are not wholly inconsistent with the easements herein granted.

4. The Town shall at all times maintain the Easement Area in good condition and in a clean and orderly manner during the course of the Town's Work (as hereinafter defined) in the Easement Area and agrees to own, maintain and repair the Systems all at the Town's sole cost and expense. The Town shall be responsible for any damage to improvements now or hereafter existing within the Easement Area, including, without limitation, sidewalks, pavement, shrubbery, landscaping or irrigation equipment or other machinery, which may result from the Town's installation, access to or repair or maintenance of the Systems. The Grantee agrees that if any use, construction, maintenance, repair or replacement of the Systems damages or disturbs Grantor's Property (as hereinafter defined), or any improvements thereon, the Grantee shall promptly restore the same to its condition prior to such damage or disturbance. The Grantee hereby agrees, to the extent permitted by law, to indemnify, defend and hold harmless the Grantor and their successors from any and against any and all liabilities, damages, claims, costs or expenses whatsoever, including, without limitation, any violations of applicable environmental laws (including all reasonable attorneys' fees and costs whether suit be brought or any appeals be taken therefrom) arising from, growing out of or connecting in any way with any use of the Easement Area by Grantee or anyone acting by, through or under Grantee. Grantee shall take any and all steps as may be necessary to ensure that Grantee's use of the Easement Area does not cause any noxious fumes on or about the Easement Area or the balance of Grantor's Property.

5. The Grantee shall perform all work in connection with the construction, installation, operation, maintenance, repairing and replacing of the Systems (collectively, "Work") within the Easement Area (i) upon the receipt of Grantor's consent, which consent shall not be unreasonably withheld, upon not less than seventy-two (72) hours notice, on Monday through Friday, between the hours of 8:00 a.m. and 5 p.m., except in the case of emergency repairs, (ii) in a good and workmanlike manner, (iii) in accordance with all applicable governmental requirements, (iv) free and clear of all liens, claims and encumbrances, provided that if any lien or encumbrance is imposed on the Easement Area resulting from the acts or omissions of Grantee or anyone acting by, through or under Grantee, the Grantee agrees that it shall promptly, within ten (10) business days of written demand from Grantor, either pay and/or bond off any such lien or encumbrance so that such lien or encumbrance is no longer a lien against any of Grantor's Property, and (v) in a manner which will minimize disruption or utilization of the surface of the Easement Area and the balance of Grantor's Property, recognizing that it is intended that all Work being performed by Grantee shall be performed within the Easement Area and in a manner to minimize disruption to Grantor's Property and its tenants, agents, invitees, guests, successors and/or assigns use and enjoyment of Grantor's residence, the Easement Area and/or any of any other improvements constructed and/or placed thereon.

6. This is a non-exclusive easement and Grantor specifically reserves the right to continue to use the Easement Area for all lawful purposes, including but not limited to the installation of landscaping, pavers, air conditioning units, pool pumps, etc. The non-exclusive easement granted hereby is granted in perpetuity; provided, however, that should Grantee or its successors, ever abandon the use of the Easement Area for the purposes above described, the

non-exclusive easement granted hereby shall forthwith terminate and be of no further force and effect. Upon such termination Grantee shall join in an appropriate release of this Easement and such release shall be recorded in the Public Records of Miami-Dade County, Florida.

7. In the event of any breach of this Easement by either party, the non-breaching party shall be entitled to any and all remedies available at law or in equity. In the event of any litigation with respect to this Easement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs through all trial and appellate levels.

8. The provisions of this Easement shall be binding on the Grantor and its successors and assigns as a covenant running with and binding upon the property more particularly described on Exhibit "B" attached hereto and hereby made a part hereof ("Grantor's Property"). This Easement and the rights and obligations hereunder may not be assigned by Grantee.

9. 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.

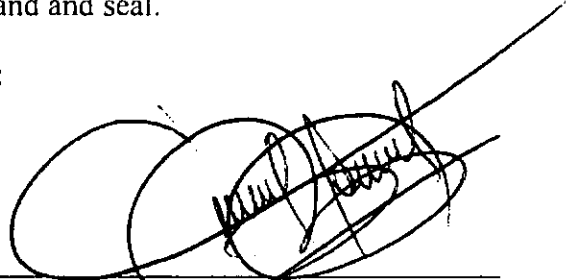
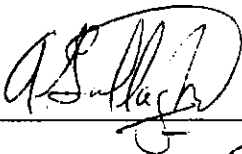
10. This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed pursuant to this instrument. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification reduced to writing, signed by the party to be charged therewith.

11. Grantee shall record this document in the Public Records of Miami-Dade County, Florida.

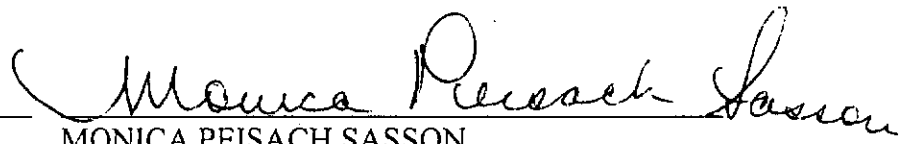
IN WITNESS WHEREOF, the party has set its hand and seal.

WITNESSES:

GRANTOR:



CARLOS ALBERTO SASSON

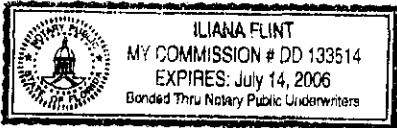


MONICA PEISACH SASSON

o: [unclear]

STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 22nd day of FEBRUARY 2005, by Carlos Alberto Sasson who is personally known to me or who has produced _____ as identification.



[Signature]
Notary Public-State of Florida
Print name: ILIANA FLINT

My commission expires:

STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 22nd day of FEBRUARY 2005, by Monica Peisach Sasson who is personally known to me or who has produced _____ as identification.



[Signature]
Notary Public-State of Florida
Print name: ILIANA FLINT

My commission expires:

Exhibit "B"

Legal Description of Grantor's Property

LOTS 12 AND 13, BLOCK H, ACCORDING TO THE PLAT THEREOF, RECORDED
IN PLAT BOOK 10, PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA.

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