

**PROPOSED**

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD  
2 COUNTY, FLORIDA, ACCEPTING AN EASEMENT RELATED TO THE PROVISION OF  
3 WATER AND WASTEWATER SERVICES, OVER, ACROSS, UNDER, AND THROUGH  
4 REAL PROPERTY LOCATED IN THE CITY OF HOLLYWOOD, FLORIDA; AND  
5 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

6  
7 WHEREAS, Griffin Road Owner LLC, a Delaware limited liability company  
8 ("Grantor"), is the owner of certain property located in the City of Hollywood, Florida  
9 ("Property"), which Property is more particularly described in the legal description and  
10 sketch made subject to the Easement Agreement, which is attached hereto and made  
11 part hereof as Attachment 1;

12 WHEREAS, Broward County, Florida ("County"), requested from Grantor a  
13 nonexclusive and perpetual easement over, across, under, and through the Property for  
14 water mains, wastewater force mains, reclaimed water mains, and/or any other water and  
15 wastewater installations that may be required for purposes of providing water supply  
16 service for domestic, commercial, industrial, or other uses and for the collection of  
17 domestic, commercial, industrial, or other kinds of wastewater to and from the Property  
18 and other parcels of real property that may or may not abut and be contiguous to the  
19 Property ("Easement");

20 WHEREAS, Grantor is willing to grant such Easement to the County as provided  
21 in the Easement Agreement; and

22 WHEREAS, the Board of County Commissioners of Broward County, Florida  
23 ("Board"), has determined that acceptance of the Easement serves a public purpose and  
24 is in the best interest of the County, NOW, THEREFORE,

25 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
26 BROWARD COUNTY, FLORIDA:

27 Section 1. The recitals set forth in the preamble to this Resolution are true,  
28 accurate, and incorporated by reference herein as though set forth in full hereunder.

29 Section 2. The Board hereby accepts the Easement as provided in the  
30 Easement Agreement attached to this Resolution as Attachment 1.

31 Section 3. The Easement Agreement shall be properly recorded in the Official  
32 Records of Broward County, Florida.

33 Section 4. Severability.

34 If any portion of this Resolution is determined by any court to be invalid, the invalid  
35 portion will be stricken, and such striking will not affect the validity of the remainder of this  
36 Resolution. If any court determines that this Resolution, in whole or in part, cannot be  
37 legally applied to any individual, group, entity, property, or circumstance, such  
38 determination will not affect the applicability of this Resolution to any other individual,  
39 group, entity, property, or circumstance.

41 | This Resolution is effective upon adoption.

Approved as to form and legal sufficiency:  
Andrew J. Meyers, County Attorney

By: /s/ Annika E. Ashton 10/11/2024  
Annika E. Ashton (date)  
Deputy County Attorney

Attachment 1

Broward County Water and  
Wastewater Services Engineering Division  
2555 West Copans Road  
Pompano Beach, Florida 33069

Prepared and approved as to form by:  
Christina A. Price  
Broward County Attorney's Office  
115 S Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301

Folio Number: 5041 25 35 0070

**EASEMENT AGREEMENT**

This Easement Agreement ("Easement Agreement") is made this 11 day of NOVEMBER, 2024 ("Effective Date"), by Griffin Road Owner LLC, a Delaware limited liability company ("Grantor"), whose address is 333 Earle Ovington Boulevard, Suite 900, Uniondale, New York 11553, in favor of Broward County, a political subdivision of the State of Florida ("Grantee"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

(Wherever used herein the terms, "Grantor" and "Grantee" shall include heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires).

**RECITALS**

- A. Grantor is the fee simple owner of the following property located in Broward County, Florida (the "Property"):

**See Attachment A with accompanying sketch of description attached hereto and made a part hereof**

- B. Grantee desires a nonexclusive and perpetual easement over, across, under, and through the Easement Area, as defined in Section 2, for water mains, wastewater force mains, reclaimed water mains, and/or for any other water and wastewater installations which may be required for the purpose of providing water supply service for domestic, commercial, industrial, or other use and for the collection of domestic, commercial, industrial, or other kinds of wastewater to and from properties, inclusive of the Property, which may or may not abut and being contiguous to the easement ("Easement").

- C. Grantor is willing to grant the Easement to Grantee under the terms herein.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:



1. The recitals set forth above are true and accurate, and fully incorporated by reference herein.
2. Grantor hereby grants unto Grantee, its licensees, agents, and independent contractors, the Easement together with any incidental or necessary appurtenances thereto ("Easement Area"), which Easement Area is further described in **Attachment A** attached hereto and made a part hereof.
3. Grantor agrees that no obstructions that would interfere with the maintenance or improvement of Grantee's facilities may be placed in the Easement Area without Grantee's prior consent.
4. Grantee shall, at its sole cost and expense, restore the surface of the Easement Area to the same condition which existed prior to the commencement of Grantee's access, maintenance, or repair to the Easement Area.
5. Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement.
6. This Easement Agreement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
7. This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Easement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Easement Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Easement Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.
9. Grantor, at its own expense, shall record this fully executed Easement Agreement in its entirety in the Official Records of Broward County, Florida.

**IN WITNESS WHEREOF**, the undersigned has signed and sealed this Easement Agreement on the respective date under its signature and certifies that he/she has the authority to execute this Instrument.

**GRANTOR**

Witness #1:

[Signature]  
Signature

LEONARD LUCKMAN  
Print Name of Witness

Address: 375 PARK AVE  
FL 30  
NY NY 10152

Witness #2

[Signature]  
Signature

SAM NOLAN  
Print Name of Witness

Address: 375 PARK AVE FL 30  
NY NY 10152

Griffin Road Owner LLC, a Florida  
Limited liability company

By [Signature]  
Signature

MAURICE KAUFMAN  
Print Name

AUTHORIZED SIGNATORY  
Title

Address: 375 PARK AVE  
FLOOR 30  
NY NY 10152


21 day of NOVEMBER, 2024

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 21 day of NOVEMBER, 2024, by MAURICE KAUFMAN, the GRiffin Road Owner LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

Notary Public: [Signature]  
Signature: Natalia Pintos  
NATALIA PINTOS  
MY COMMISSION # HH 523596  
EXPIRES: August 17, 2028  


Approved as to form by the Office of the  
Broward County Attorney

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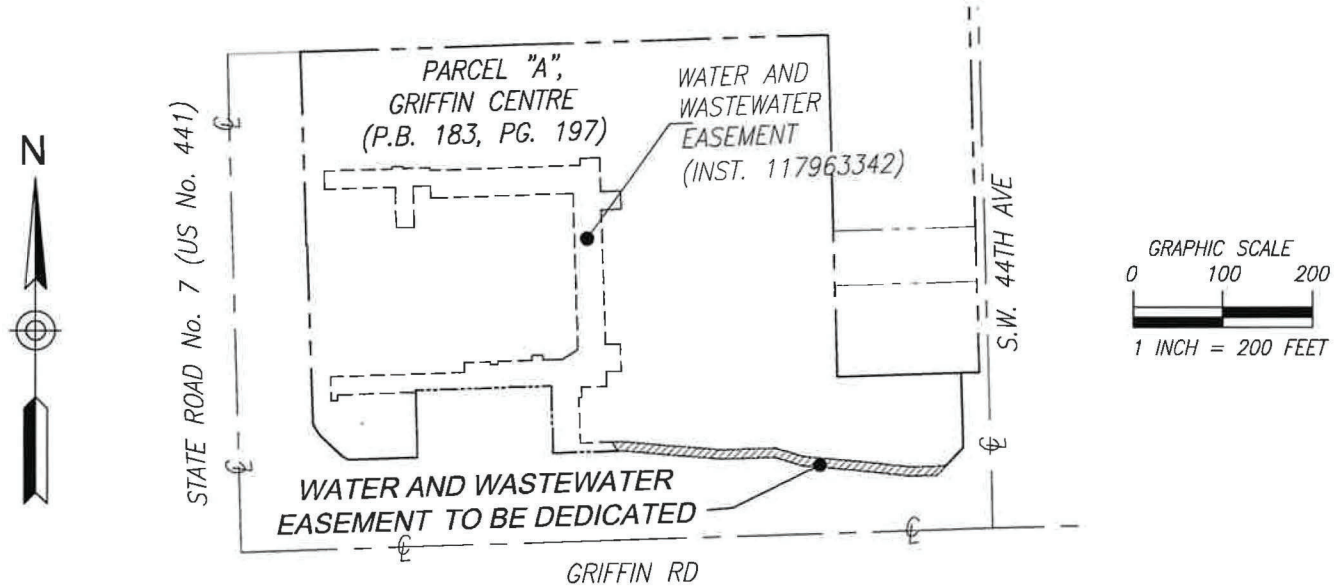
By: Christina A. Price Digitally signed by Christina A. Price  
Date: 2025.04.21 15:48:09 -04'00'  
Christina A. Price  
Senior Assistant County Attorney

**ATTACHMENT A**  
**EASEMENT**



**EXHIBIT "C"**  
**LOCATION MAP**  
**WATER AND WASTEWATER**  
**EASEMENT TO BE DEDICATED**

SECTION 25, TOWNSHIP 50 SOUTH, RANGE 41 EAST



**SURVEYOR'S NOTES:**

1. PREPARED FOR: GRIFFIN ROAD OWNER LLC
2. THIS IS NOT A BOUNDARY SURVEY
3. THIS EASEMENT STRIP FORMS A CLOSED GEOMETRIC FIGURE
4. BEARINGS BASED ON AN ASSUMED BEARING OF NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST, ALONG THE SOUTH LINE OF PARCEL "A", AS SHOWN ON SAID PLAT OF GRIFFIN CENTRE.
5. THIS SURVEY IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. I HEREBY CERTIFY THAT THIS "SKETCH AND LEGAL DESCRIPTION" OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SKETCH AND LEGAL DESCRIPTION COMPLIES WITH STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
9. THE ELECTRONIC SEAL AND SIGNATURE APPEARING ON THIS SURVEY WAS AUTHORIZED BY JOSE G. HERNANDEZ, PROFESSIONAL LAND SURVEYOR NO. 6952 OF THE STATE OF FLORIDA ON MARCH 28, 2024.

**LEGEND**

— DENOTES EASEMENT  
—C— DENOTES CENTER LINE  
—R/W— DENOTES RIGHT-OF-WAY LINE  
P.B. DENOTES PLAT BOOK  
PG. DENOTES PAGE  
O.R.B. DENOTES OFFICIAL RECORDS BOOK

P.O.C. DENOTES POINT OF COMMENCEMENT  
P.O.B. DENOTES POINT OF BEGINNING  
P.O.T. DENOTES POINT OF TERMINATION  
D DENOTES CURVE DELTA  
R DENOTES CURVE RADIUS  
A DENOTES CURVE ARC LENGTH



**J. Hernandez & Associates Inc**  
**LAND SURVEYORS AND MAPPERS**

CERTIFICATE OF AUTHORIZATION No. LB8092  
3300 NW 112th AVE. SUITE 10, DORAL, FL 33172  
(P) 305-526-0606 (E) info@jhasurveys.com

**SURVEYOR'S CERTIFICATE**

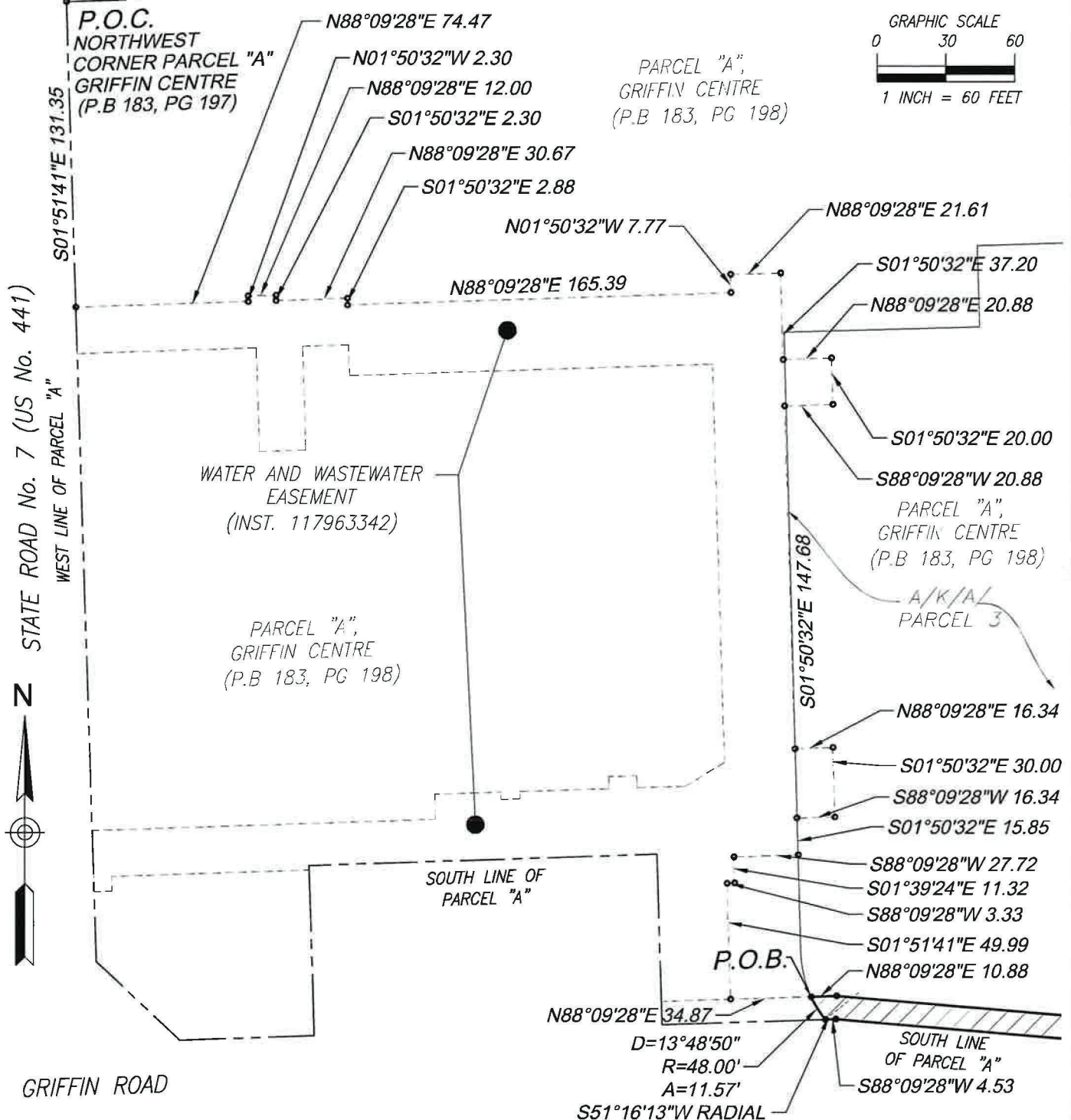
PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:

JOSE G. HERNANDEZ, PRESIDENT  
PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.

DRAWN BY: J.C.C. CHECKED BY: J.G.H. JOB NUM.: 154085  
DATE: 03/27/24 SHEET 1 OF 4 SHEETS F.B. N/A PG. N/A

# **EXHIBIT "C"** **SKETCH TO ACCOMPANY LEGAL DESCRIPTION** **WATER AND WASTEWATER** **EASEMENT TO BE DEDICATED**



**J. Hernandez & Associates Inc**  
**LAND SURVEYORS AND MAPPERS**

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3300 NW 112th AVE. SUITE 10, DORAL, FL 33172  
(P) 305-526-0606 (E) info@jhasurveys.com

## **SURVEYOR'S CERTIFICATE**

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:   
JOSE G. HERNANDEZ, PRESIDENT  
PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.

DRAWN BY: J.C.C. CHECKED BY: J.G.H. JOB NUM.: 154085  
DATE: 03/27/24 SHEET 2 OF 4 SHEETS F.B. N/A PG. N/A







# **EXHIBIT "C"** **LEGAL DESCRIPTION TO ACCOMPANY SKETCH** **WATER AND WASTEWATER** **EASEMENT TO BE DEDICATED**

A PORTION OF PARCEL "A", "GRIFFIN CENTRE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGE 197 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCEMENT AT THE MOST NORTHWEST CORNER PARCEL "A" AS SHOWN ON SAID PLAT OF GRIFFIN CENTRE; THENCE, SOUTH 01 DEGREES 51 MINUTES 41 SECONDS EAST, ALONG THE WEST LINE PARCEL "A", FOR A DISTANCE OF 131.35 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 74.47 FEET; THENCE, NORTH 01 DEGREES 50 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 2.30 FEET; THENCE, NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 12.00 FEET; THENCE, SOUTH 01 DEGREES 50 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 2.30 FEET; THENCE, NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 30.67 FEET; THENCE, SOUTH 01 DEGREES 50 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 2.88 FEET; THENCE, NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 165.39 FEET; THENCE, NORTH 01 DEGREES 50 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 7.77 FEET; THENCE, NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 21.61 FEET; THENCE, SOUTH 01 DEGREES 50 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 37.20 FEET; THENCE, NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 20.88 FEET; THENCE, SOUTH 01 DEGREES 50 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 20.00 FEET; THENCE, SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 20.88 FEET; THENCE, SOUTH 01 DEGREES 50 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 147.68 FEET; THENCE, NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 16.34 FEET; THENCE, SOUTH 01 DEGREES 50 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 30.00 FEET; THENCE, SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 16.34 FEET; THENCE, SOUTH 01 DEGREES 50 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 15.85 FEET; THENCE, SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 27.72 FEET; THENCE, SOUTH 01 DEGREES 39 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 11.32 FEET; THENCE, SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 3.33 FEET; THENCE, SOUTH 01 DEGREES 51 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 49.99 FEET (LAST MENTIONED TWENTY-TWO COURSES BEING ALONG THE NORTHERLY AND EASTERLY BOUNDARY LINE OF WATER AND WASTEWATER EASEMENT RECORDED IN OFFICIAL INSTRUMENT NUMBER 117963342 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA); THENCE, NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 34.87 FEET TO A POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE, NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 10.88 FEET; THENCE, SOUTH 85 DEGREES 14 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 109.45 FEET; THENCE, NORTH 88 DEGREES 15 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 60.42 FEET; THENCE, SOUTH 73 DEGREES 17 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 32.89 FEET TO A POINT; SAID POINT BEARS A BEARING OF NORTH 03 DEGREES 52 MINUTES 08 SECONDS EAST FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2347.83 FEET; THENCE ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 119.03 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 54 MINUTES 17 SECONDS TO A POINT; THENCE NORTH 88 DEGREES 09 MINUTES 28 SECONDS EAST A DISTANCE OF 37.53 FEET TO A POINT ALONG THE BOUNDARY LINE OF SAID PARCEL "A"; THENCE, SOUTH 43 DEGREES 13 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 14.16 FEET; THENCE, SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 28.26 FEET TO A POINT; SAID POINT BEARS A BEARING OF NORTH 06 DEGREES 47 MINUTES 32 SECONDS EAST FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2337.83 FEET; THENCE ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 120.40 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 57 MINUTES 03 SECONDS TO A POINT; THENCE, NORTH 73 DEGREES 17 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 32.39 FEET; THENCE, SOUTH 88 DEGREES 15 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 59.36 FEET; THENCE, NORTH 85 DEGREES 14 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 109.44 FEET; THENCE, SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 4.53 FEET (THE LAST MENTIONED SIX COURSE BEING COINCIDENT WITH THE BOUNDARY LINE OF PARCEL "A" OF SAID PLAT OF GRIFFIN CENTRE) TO A POINT; SAID POINT BEARS A BEARING OF SOUTH 51 DEGREES 16 MINUTES 13 SECONDS WEST FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 48.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 11.57 FEET THROUGH A CENTRAL ANGLE OF 13 DEGREES 48 MINUTES 50 SECONDS TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 3,626 SQUARE FEET

LYING AND BEING IN SECTION 25, TOWNSHIP 50 SOUTH, RANGE 41 EAST, CITY HOLLYWOOD, BROWARD COUNTY, FLORIDA.



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## **SURVEYOR'S CERTIFICATE**

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:

*[Signature of Jose G. Hernandez]*

JOSE G. HERNANDEZ, PRESIDENT  
PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.

DRAWN BY: J.C.C.  
DATE: 03/27/24

CHECKED BY: J.G.H.  
SHEET 4 OF 4 SHEETS

JOB NUM.: 154085  
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