

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 TOWN OF PEMBROKE PARK, FLORIDA; AND
5 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

6
7 WHEREAS, on the date of execution of the Easement Agreement, which is
8 attached hereto and made a part hereof as Attachment 1, AG EHC II (LEN) MULTI STATE
9 2, LLC, a Delaware limited liability company ("Grantor"), was the owner of certain property
10 located in the Town of Pembroke Park, Florida ("Property"), which Property is more
11 particularly described in the legal description and sketch made subject to the Easement
12 Agreement;

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

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

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

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

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

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

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

34 Section 4. Severability.

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

41 Section 5. Effective Date.

42 This Resolution is effective upon adoption.

ADOPTED this day of , 2025. **PROPOSED**

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

By: /s/ Stacey-Ann M. Rowe 02/24/2025
Stacey-Ann M. Rowe (date)
Senior Assistant County Attorney

By: /s/ Annika E. Ashton 02/24/2025
Annika E. Ashton (date)
Deputy County Attorney

SMR/sr
Resolution Accepting Easement – AG EHC II (LEN) MULTI STATE 2, LLC
02/24/2025
iManage #1152080v1

Attachment 1

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

Prepared by:
Luis Gaslonde
Broward County Water and Wastewater Services
2555 West Copans Road
Pompano Beach, Florida 33069
and approved as to form by:
Stacey-Ann M. Rowe
Senior Assistant County Attorney

Folio Number: 514230400500

EASEMENT AGREEMENT

This Easement Agreement ("Easement Agreement") is made this 6 day of November, 2024 ("Effective Date"), by AG EHC II (LEN) MULTI STATE 2, LLC, a Delaware limited liability company ("Grantor") whose address is c/o LENNAR HOMES - 5505 Waterford District Drive, 5th Floor, Miami, FL 33126, 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 Exhibit 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 **Exhibit 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. Grantee, 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

Jeanette Lakavage

Print Name of Witness

Address: 8585 E Hartford Dr., Ste 118
Scottsdale, AZ 85255

Witness #2


Signature

Wendy Stoeckel

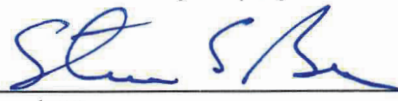
Print Name of Witness

Address: 8585 E Hartford Dr., Ste 118
Scottsdale, AZ 85255

AG EHC II (LEN) MULTI STATE 2, LLC, a

Delaware limited liability company

BY: Essential Housing Asset Management, LLC, an
Arizona limited liability company

By 
Signature

Steven S. Benson

Print Name

Manager of Essential Housing Asset Management, LLC,
an Arizona limited liability company, the Authorized
Agent of AG EHC II (LEN) Multi State 2, LLC

Title

6 day of November, 2024

ACKNOWLEDGMENT

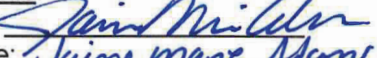
STATE OF ARIZONA

COUNTY OF MARICOPA

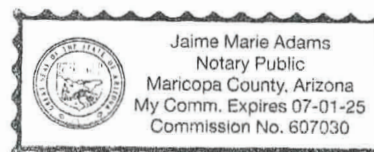
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 6 day of November, 2024, by Steven S. Benson,
the Manager of Essential Housing Asset Management, LLC, the Authorized Agent, on behalf of AG EHC II (LEN) Multi State 2, LLC,
a Delaware limited liability company ☒ who is personally known to me
or ☐ who has produced _____ as identification.

State of Arizona
My Commission Expires: 07/01/2025
Commission Number: 607030

Notary Public:

Signature: 
Print Name: Jaime Marie Adams

(Notary Seal)



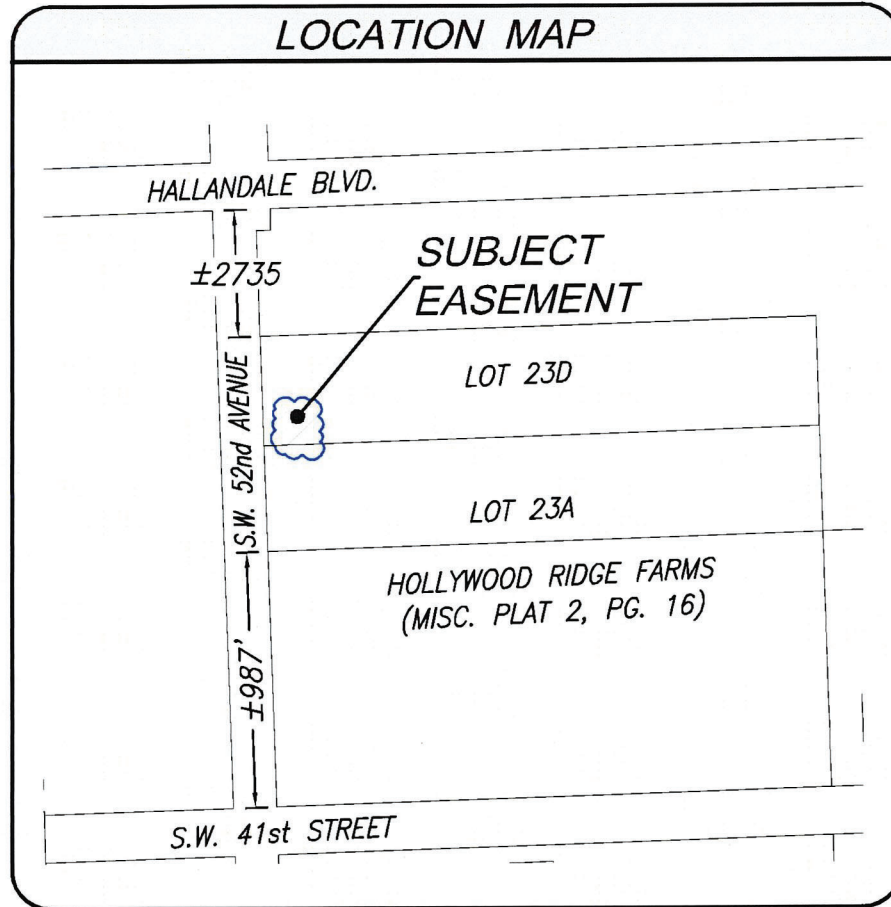
Approved as to form by the Office of the
Broward County Attorney

By: Stacey-Ann M. Rowe Digitally signed by Stacey-Ann M. Rowe
Date: 2025.02.24 17:25:36 -05'00'
Stacey-Ann M. Rowe
Senior Assistant County Attorney

**EXHIBIT A
EASEMENT**

EXHIBIT "A" UTILITY EASEMENT

SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST



A PORTION OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST,
PEMBROKE PARK, BROWARD COUNTY, FLORIDA
SCALE 1"=200'

1. PREPARED FOR: AG EHC II (LEN) MULTI STATE 2, LLC.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS EASEMENT STRIP FORMS A CLOSED GEOMETRIC FIGURE
4. STATE PLANE COORDINATES, AS SHOWN HEREON, BASED ON NORTH AMERICAN DATUM OF 1983 (N.A.D. 83/90), ZONE 0901, FLORIDA EAST AND ARE EXPRESSED IN FEET.
5. 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.
6. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEY AND MAPPER.



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

DRAWN BY: J.A.C.

DATE: 07/30/24

CHECKED BY: J.G.H.

SHEET 1 OF 3 SHEETS

JOB NUM.: 154456

F.B. N/A PG. N/A

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:

JOSE G. HERNANDEZ, PRESIDENT

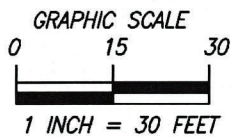
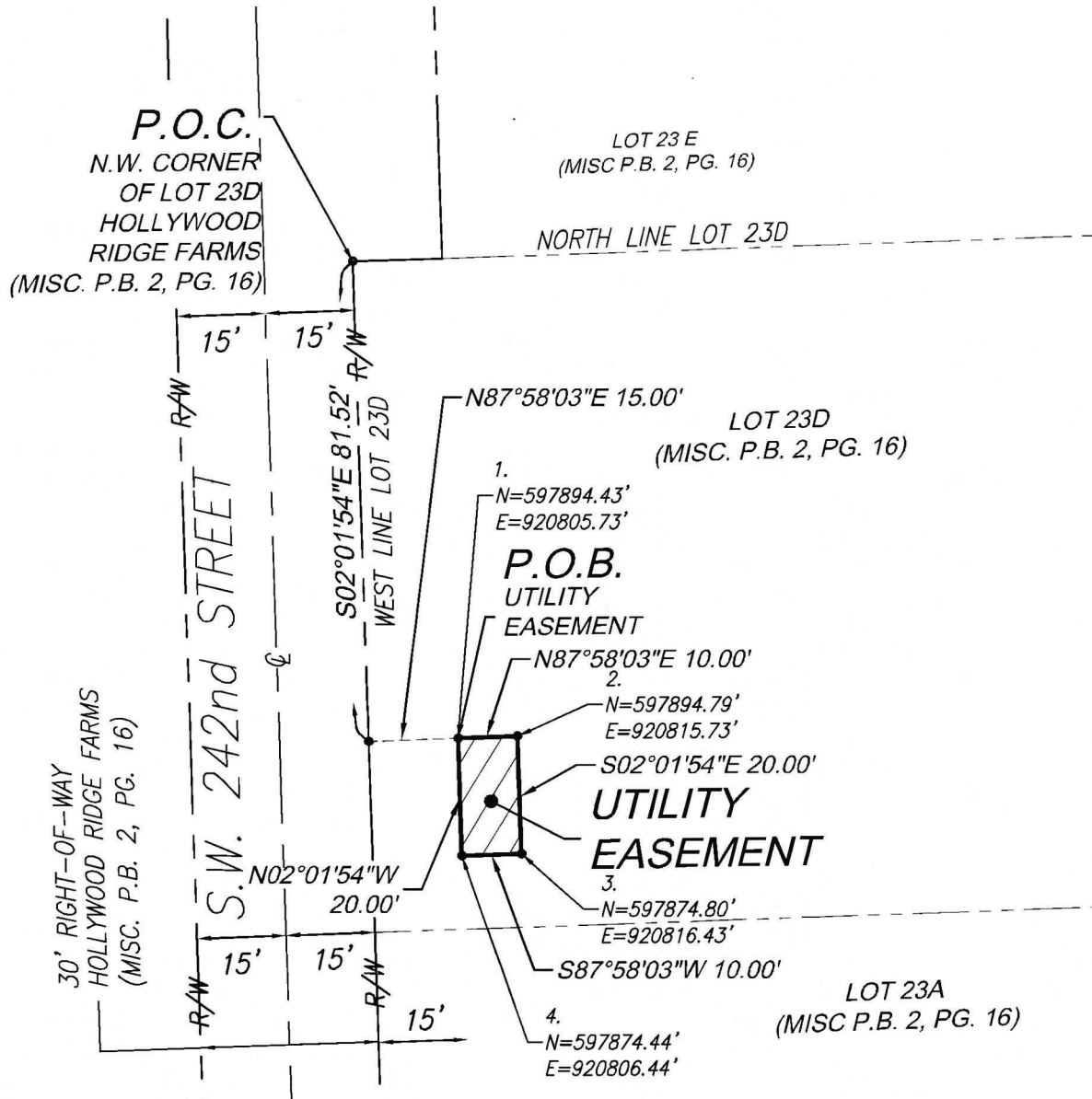
PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.

EXHIBIT "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

UTILITY EASEMENT

Exhibit 1
Page 9 of 10



Point Table		
Point #	Northing	Easting
1	597894.43	920805.73
2	597894.79	920815.73
3	597874.80	920816.43
4	597874.44	920806.44



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

DRAWN BY: J.A.C.
DATE: 07/30/24

CHECKED BY: J.G.H.
SHEET 2 OF 3 SHEETS

JOB NUM.: 154456
F.B. N/A PG. N/A

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:

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

EXHIBIT "A"
LEGAL DESCRIPTION TO ACCOMPANY SKETCH
UTILITY EASEMENT

A PORTION OF LOT 23D, HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MISCELLANEOUS PLAT 2 AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 23D, THENCE RUN, SOUTH 02 DEGREES 01 MINUTES 54 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 23D, FOR A DISTANCE OF 81.52 FEET; THENCE, NORTH 87 DEGREES 58 MINUTES 03 SECONDS EAST FOR A DISTANCE 15.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE, NORTH 87 DEGREES 58 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 10.00 FEET; THENCE, SOUTH 02 DEGREES 01 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 20.00 FEET; THENCE, SOUTH 87 DEGREES 58 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 10.00 FEET; THENCE, NORTH 02 DEGREES 01 MINUTES 54 SECONDS WEST ALONG A LINE PARALLEL WITH AND 15.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID LOT 23D, FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 200 SQUARE FEET MORE OR LESS.

LYING AND BEING IN SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST, PEMBROKE PARK, BROWARD COUNTY, FLORIDA.

LEGEND

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

P.O.B. DENOTES POINT OF BEGINNING
MISC. DENOTES MISCELLANEOUS

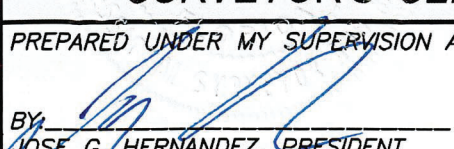


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3300 NW 112TH AVE. SUITE #10, MIAMI, FL 33172
(P) 305-526-0606 (E) info@jhasurveys.com

DRAWN BY: J.A.C. CHECKED BY: J.G.H. JOB NUM.: 154456
DATE: 07/30/24 SHEET 3 OF 3 SHEETS F.B. N/A PG. N/A

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION:

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