RESOLUTION NO.

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

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

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

WHEREAS, Grantor is willing to grant such Easement to the County as provided 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 The recitals set forth in the preamble to this Resolution are true, Section 1. 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.

40 Section 5. Effective Date.

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: <u>/s/ Stacey-Ann M. Rowe</u> 07/23/2025 Stacey-Ann M. Rowe (date) Senior Assistant County Attorney

By: /s/ Annika E. Ashton 07/23/2025
Annika E. Ashton (date)
Deputy County Attorney

SMR/sr Resolution Accepting Easement - Griffin Road Owner LLC 07/23/2025 iManage #1176359v1

Attachment 1

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

Prepared by:
Margarita Jaramillo
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: <u>5041-25-35-0070</u>

EASEMENT AGREEMENT

This Ease	ement Agree	ement ("Eas	ement Agreei	ment") is	made 1	:his 25	day of
May	, 2025 ("Effective Da	ate"), by Griffin F	Road Owner	LLC		, a
Delaware Limited Liabilit	y Company (("Grantor") w	hose address	s is 375 Par	k Avenue, Suite	3000, New Yor	rk, NY 10152
, in fav	or of Browa	rd County,	a political su	bdivision	of the	State of	Florida
("Grantee"), who	se address i	is Governme	ental Center,	115 Sou	th Andre	ws Aven	ue, Fort
Lauderdale, Flor	ida 33301. (Grantor and	Grantee are I	hereinaft	er referr	ed to coll	ectively
as the "Parties,"	and individua	ally 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.
- 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:		
h1/	Griffin Road Owner LLC	, a
Signature	Delaware Limited Liability Company	
Leonard Luckman		
Print Name of Witness		
Address: 375 Park Ave Floor 30	By A	
New York NY 10152	Signature	
Witness #2	Maurice Kaufman	
Villess #2	Print Name	
Signature		
Signature	Member of Griffin Road Owner LLC	
Daniel Kaskel	Title	
Print Name of Witness		
Address: 1550 Madruga Ave Suite 502		
Coral Gables Florida 33146	21 day of MAY , 20	25
ACKNOWLEDGMENT		
STATE OF Horida		
COUNTY OF Green - Deall		
The foregoing instrument was acknowledged b	efore me, by means of physical present	ce or
online notarization, this 21 day of MAY	, 20 25 , by Maurice Kaufman	
the MEMBER	, on behalf of Griffin Road Owner LLC	<u>,</u>
a Delaware Limited Liability Company or who has produced Drivers License 740 660 408	as identification.	n to me
of vivil thas produced binds Election 140 000 400	Notary Public Signature:	
State of Mills My Commission Expires: MITMB Commission Number: ## 523596	Print Mariae: NATALIA PINTO MY COMMISSION # HI EXPIRES: August 17	1523596
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: 2025.07.23 12:19:54-04'00'		
Stacev-Ann M. Rowe		

Senior Assistant County Attorney

EXHIBIT "A"

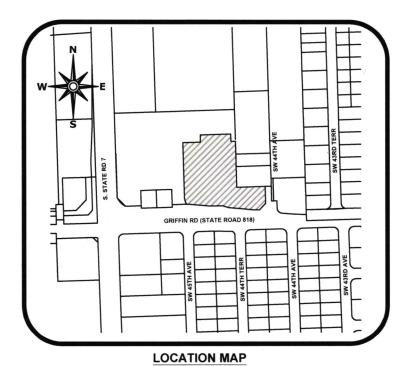
SKETCH & LEGAL DESCRIPTION FOR WATER & SEWER EASEMENT

THIS IS NOT A BOUNDARY SURVEY

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

PROPERTY ADDRESS: 4465 GRIFFIN ROAD, HOLLYWOOD, FL 33314

PARCEL ID: 504125350070



SURVEYOR'S NOTES:

- 1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY JOHN IBARRA & ASSOCIATES, INC.
- 2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
- 3. BEARINGS SHOWN HEREON ARE BASED ON PLAT.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THIS "SKETCH OF LEGAL DESCRIPTION" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

JOHN IBARRA

(DATE)

SHEET 1 OF 6. NOT VALID WITHOUT SHEETS 1 THRU 6. PROFESSIONAL LAND SURVEYOR NO.: 5204 STATE OF FLORIDA

(NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

DRAWN BY:	JB
DATE :	05/20/2025
SCALE:	NONE
SURVEY NO:	22-002572-42
SHEET:	1 OF 6

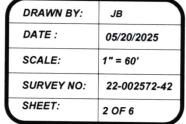


JOHN IBARRA & ASSOC., INC.

Professional Land Surveyors & Mappers www.ibarralandsurveyors.com

777 N.W. 72nd AVENUE SUITE 3025 MIAMI, FLORIDA 33126 PH: (305) 262-0400

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Professional Land Surveyors & Mappers WWW.IBARRALANDSURVEYORS.COM

777 N.W. 72nd AVENUE **SUITE 3025** MIAMI, FLORIDA 33126 PH: (305) 262-0400

WATER & SEWER EASEMENT SKETCH TO ACCOMPANY LEGAL DESCRIPTION SECTION 25 TOWNSHIP 50 SOUTH RANGE 41 EAST LYING AND BEING IN HOLLYWOOD, BROWARD COUNTY, FLORIDA **GRAPHIC SCALE** 15 30 (IN FEET) 1 INCH = 30 FEET EXIST. 25' DESIGNATED TRAFFIC AND UTILITY EASEMENT (INSTRUMENT 115829712) TRACT 30 N8819'02"E NEWMAN'S SURVEY 4.00' S01°41'01"E SECTION 25-50-41 18.61' P.B. 2, PG. 26, D.C.R. N01°41'01"W Δ=90°09'30" R=25.00' 28.00' L=39.34 N8819'02"E EXIST. 25' DESIGNATED TRAFFIC 2.95' **AVENUE** AND UTILITY EASEMENT (INSTRUMENT 115829712) S01°42'56"E N88°09'28"E 136.91 N01°41'01"W 7.50 7.76 44th S88°09'28"W 154.45' N44*57'32"W P.O.B. 21.13' SW **EASEMENT #1** Y EASEMENT 655, B.C.R.) A PORTION OF PARCEL "A" P.O.C. -SE CORNER (P.B. 183, PG. 198) OF PARCEL "A" PER P.B. 183, PG. 198 EXIST. ABBREVIATIONS: CENTER LINE I € P.B. PG. PLAT BOOK PAGE SQ. FT. SQUARE FEET SEC. SECTION TOWNSHIP RGE. RANGE

SHEET 3 OF 6. NOT VALID WITHOUT SHEETS 1 THRU 6.

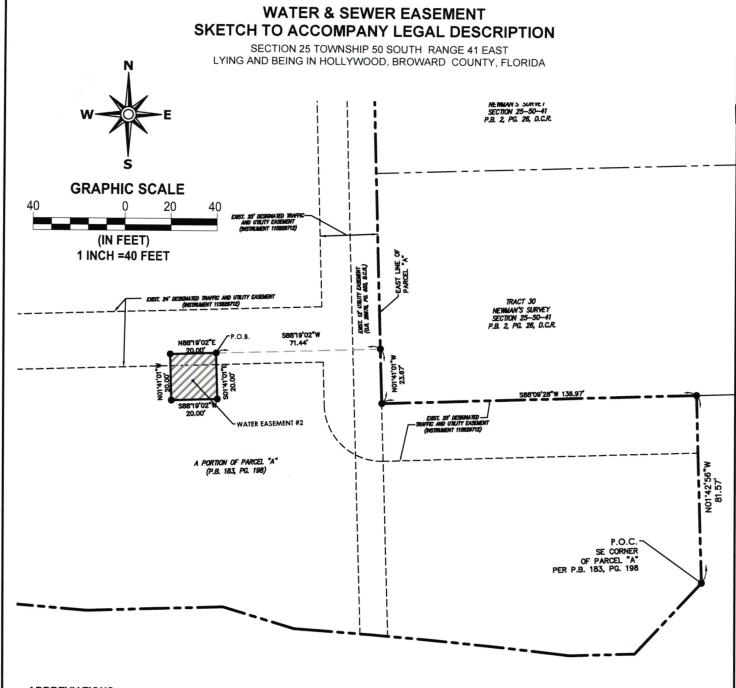
DRAWN BY:	JB
DATE :	05/20/2025
SCALE:	1" = 30'
SURVEY NO:	22-002572-42
SHEET:	3 OF 6



JOHN IBARRA & ASSOC., INC.

Professional Land Surveyors & Mappers
www.ibarrallandsurveyors.com

777 N.W. 72nd AVENUE SUITE 3025 MIAMI, FLORIDA 33126 PH: (305) 262-0400



ABBREVIATIONS:

Ę Ę.Β. PG.

SQ. FT.

CENTER LINE PLAT BOOK PAGE SQUARE FEET

SEC. TWP RGE. SECTION TOWNSHIP RANGE

STATE ROAD 818

FLO.C.T. RICHT- OF- WAY WAP SECTION SECTS- 2523

GRIFFIN ROAD (RIGHT-OF-WAY WIDTH VARIES)

SHEET 4 OF 6. NOT VALID WITHOUT SHEETS 1 THRU 6.

DRAWN BY:	JB
DATE :	05/20/2025
SCALE:	1" = 40'
SURVEY NO:	22-002572-42
SHEET:	4 OF 6



JOHN IBARRA & ASSOC., INC.

Professional Land Surveyors & Mappers

777 N.W. 72nd AVENUE SUITE 3025 MIAMI, FLORIDA 33126 PH: (305) 262-0400

SURVEY NO:

SHEET:

22-002572-42

5 OF 6

MIAMI, FLORIDA 33126 PH: (305) 262-0400

Exhibit 1

WATER & SEWER EASEMENT LEGAL DESCRIPTION TO ACCOMPANY SKETCH

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

EASEMENT #1 - LEGAL DESCRIPTION:

A PORTION OF LAND BEING A PORTION OF PARCEL "A", GRIFFIN CENTRE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 197 AND 198, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°42′56" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 49.07 FEET TO THE POINT OF BEGINNING; THENCE S88°09′28"W FOR A DISTANCE 154.45 FEET; THENCE N44°57′32"W FOR A DISTANCE OF 21.13 FEET; THENCE N01°41′01"W FOR A DISTANCE OF 7.76 FEET; THENCE N88°19′02"E FOR A DISTANCE 2.95 FEET; THENCE N01°41′01"W FOR A DISTANCE 28.00 FEET; THENCE N88°19′02"E FOR A DISTANCE 4.00 FEET; THENCE S01°41′01"E FOR A DISTANCE 18.61 FEET TO A POINT OF CURVATURE, CONCAVE TO THE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°09′30" AND AN ARC DISTANCE OF 39.34 FEET TO THE POINT OF TANGENCY; THENCE N88°09′28"E FOR A DISTANCE OF 136.91 FEET; THENCE S01°42′56"E FOR A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 1511 SQ.FT.

EASEMENT #2 - LEGAL DESCRIPTION:

A PORTION OF LAND BEING A PORTION OF PARCEL "A", GRIFFIN CENTRE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 197 AND 198, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°42′56" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 81.57 FEET TO THE POINT; THENCE S88°09′28"W FOR A DISTANCE 136.97 FEET; THENCE N01°41′01"W FOR A DISTANCE 23.67 FEET; THENCE S88°19′02"W FOR A DISTANCE 71.44 FEET TO POINT OF BEGINNING; THENCE S01°41′01"E FOR A DISTANCE 20.00 FEET; THENCE S88°19′02"W FOR A DISTANCE OF 20.00 FEET; THENCE N01°41′01"W FOR A DISTANCE OF 20.00 FEET; THENCE N88°19′02"E FOR A DISTANCE 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 400 SQ.FT.

EASEMENT #3- LEGAL DESCRIPTION:

A PORTION OF LAND BEING A PORTION OF PARCEL "A", GRIFFIN CENTRE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 197 AND 198, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01'42'56" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 81.57 FEET TO THE POINT; THENCE S88'09'28"W FOR A DISTANCE 136.97 FEET; THENCE N01'41'01"W FOR A DISTANCE 18.61 FEET; THENCE S88'19'02"W, FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE S88'19'02"W FOR A DISTANCE 228.71 FEET; THENCE N01'40'58"W FOR A DISTANCE OF 24.00 FEET; THENCE N88'19'02"E FOR A DISTANCE OF 228.71 FEET; THENCE S01'40'58"E FOR A DISTANCE 24.00 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 5,489 SQ.FT.

SHEET 6 OF 6. NOT VALID WITHOUT SHEETS 1 THRU 6.

DRAWN BY:	JB
DATE :	05/20/2025
SCALE:	NONE
SURVEY NO:	22-002572-42
SHEET:	6 OF 6



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

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

Folio Number: 504125-35-0070

MORTGAGE SUBORDINATION AGREEMENT

The undersigned ("Mortgagee") is the owner and holder of that certain mortgage dated the $\underline{^{20}}$ day of $\underline{^{October}}$, $\underline{^{2022}}$, and recorded on $\underline{^{October}2^{1,2022}}$, as Instrument Number $\underline{^{118473530}}$ or in the Official Records Book $\underline{\phantom{^{118473530}}}$ pages $\underline{\phantom{^{118473530}}}$, in the Official Records of Broward County, Florida ("Mortgage").

Wherein, Griffin Road Owner LLC, a Delaware limited liability company
whose Post Office address is 375 Park Avenue, Suite 3000 New York NY 10152, is
Mortgagor and which Mortgage encumbers all or part of the property described in the Easement to Broward County, Florida, attached hereto as Exhibit A, and by this reference made a part hereof. Mortgagee hereby agrees that the lien of said Mortgage and any and all instruments of security incident to said Mortgage and all right, title, and interest of Mortgagee in the property described in the attached Easement is hereby made subject, subordinate, and inferior to the attached Easement. The subordination of the right, title, and interest of Mortgagee in the aforesaid property is without restriction or limitation to the amount of indebtedness, whether principal, interest, future advances, capitalized interest or otherwise.

[Signatures on the following page]

IN WITNESS WHEREOF, the unde Subordination Agreement, this 12 day of	ersigned Mortgagee has executed this Mortgage f May , 2025.
Signed, sealed and delivered in the presence of: Witness signature CMACLA AULA Print/Type Name Address: 9327 SW 446 LV MINHAL FI 33174 Witness signature MinhAL Witness signature Almano Mis Soula Print/Type Name	Ocean Bank, a Florida banking corporation Mortgagee By: Authorized Signor Robert Norona, Senior Vice President Print/Type Name and Title day of May 20 25
Address: 1311 S-w. 25 12 Miami, R. 33173	5
ACKNOW	<u>/LEDGEMENT</u>
STATE OF Florida) COUNTY OF Miami Dade)	
	or who produced Person known to tme as
KATY MORALES MY COMMISSION # HH 299437 EXPIRES: December 10, 2026	Signature) Katy Yorals
	Print Name) / 「
(SEAL)	My commission expires: 12/10/2024

Exhibit AEasement to Broward County

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

Prepared by:
Margarita Jaramillo
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: <u>5041-25-35-0070</u>

EASEMENT AGREEMENT

This Ease	ement Agree	ement ("Eas	ement Agreei	ment") is	made 1	:his 25	day of
May	, 2025 ("Effective Da	ate"), by Griffin F	Road Owner	LLC		, a
Delaware Limited Liabilit	y Company (("Grantor") w	hose address	s is 375 Par	k Avenue, Suite	3000, New Yor	rk, NY 10152
, in fav	or of Browa	rd County,	a political su	bdivision	of the	State of	Florida
("Grantee"), who	se address i	is Governme	ental Center,	115 Sou	th Andre	ws Aven	ue, Fort
Lauderdale, Flor	ida 33301. (Grantor and	Grantee are I	hereinaft	er referr	ed to coll	ectively
as the "Parties,"	and individua	ally 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.
- 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.
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- 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:		
hal	Griffin Road Owner LLC	, a
Signature	Delaware Limited Liability Company	
Leonard Luckman		
Print Name of Witness	<i>y</i>	
Print Name of Witness	, 0/	
Address: 375 Park Ave Floor 30	By A	
New York NY 10 52	Signature	_
701 3 0	Cignature	
Witness #2	Maurice Kaufman	
~ / k2	Print Name	_
The state of the s		
Signature		
ŭ	Member of Griffin Road Owner LLC	
Daniel Kaskel	Title	
Print Name of Witness		
Address: 1550 Madruga Ave Suite 502		
Coral Gables Florida 33146	21 day of MAY , 20 ₂₅	_
ACKNOWLEDGMENT		
STATE OF Florida		
COUNTY OF Green - Deall		
The foregoing instrument was acknowledged	before me, by means of hybridal presence	or
online notarization, this 21 day of MAY		
the MEMBER	, on behalf of Griffin Road Owner LLC	
a Delaware Limited Liability Company	who is personally known	to me
or who has produced Drivers License 740 660 408	as identification.	
	5	
	Notary Publication	
01	Signature:	
State of Phills	NATALIA PINTOS	23506
My Commission Expires:	MY COMMISSION # HH 5 EXPIRES: August 17, 2	028
Commission Number: ## 523596	(Notary Seal)	لـــــا
, , , , , , , , , , , , , , , , , , ,		
Approved as to form by the Office of the		
Broward County Attorney		
- Stacov App M Power Digitally signed by Stacey-Ann M. Rowe		
By: Stacey-Ann M. Rowe Digitally signed by Stacey-Ann M. Rowe Date: 2025.07.23 12:19:54-0400		
Stacey-Ann M. Rowe		

Senior Assistant County Attorney

EXHIBIT "A"

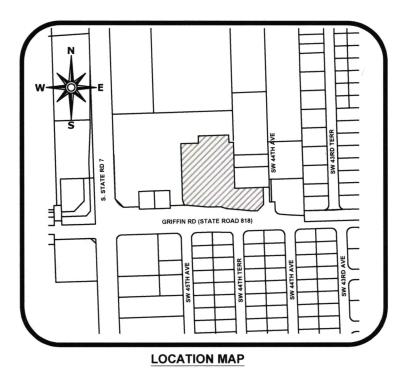
SKETCH & LEGAL DESCRIPTION FOR WATER & SEWER EASEMENT

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

PROPERTY ADDRESS: 4465 GRIFFIN ROAD, HOLLYWOOD, FL 33314

PARCEL ID: 504125350070



SURVEYOR'S NOTES:

- 1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY JOHN IBARRA & ASSOCIATES, INC.
- 2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
- 3. BEARINGS SHOWN HEREON ARE BASED ON PLAT.

I HEREBY CERTIFY: THIS "SKETCH OF LEGAL DESCRIPTION" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

JOHN IBARRA

SURVEYOR'S CERTIFICATION:

(DATE)

SHEET 1 OF 6. NOT VALID WITHOUT SHEETS 1 THRU 6.

SHEET:

PROFESSIONAL LAND SURVEYOR NO.: 5204 STATE OF FLORIDA

(NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

 DRAWN BY:
 JB

 DATE:
 05/20/2025

 SCALE:
 NONE

 SURVEY NO:
 22-002572-42

1 OF 6



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Professional Land Surveyors & Mappers www.ibarralandsurveyors.com

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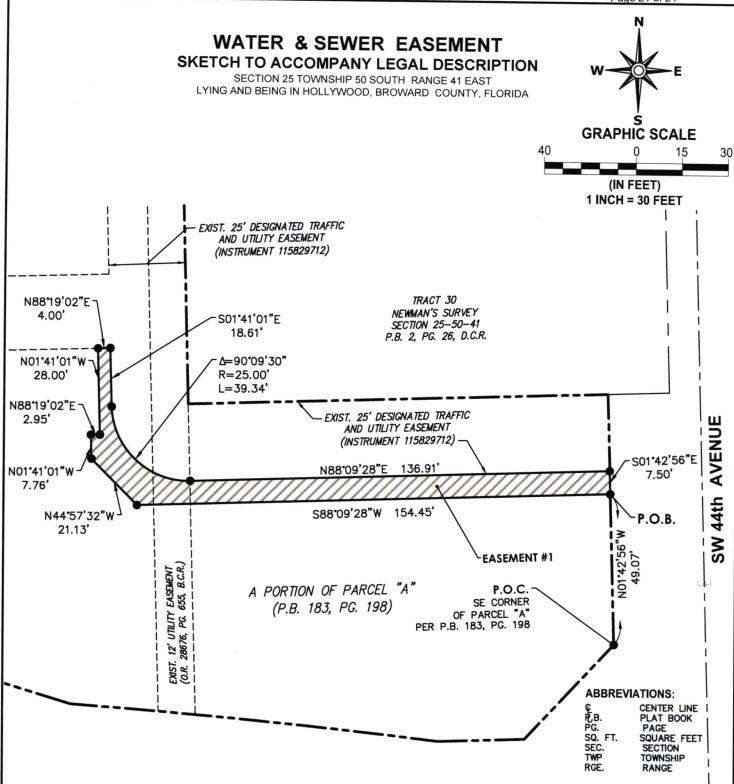
DRAWN BY:	JB
DATE :	05/20/2025
SCALE:	1" = 60'
SURVEY NO:	22-002572-42
SHEET:	2 OF 6



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SHEET 3 OF 6. NOT VALID WITHOUT SHEETS 1 THRU 6.

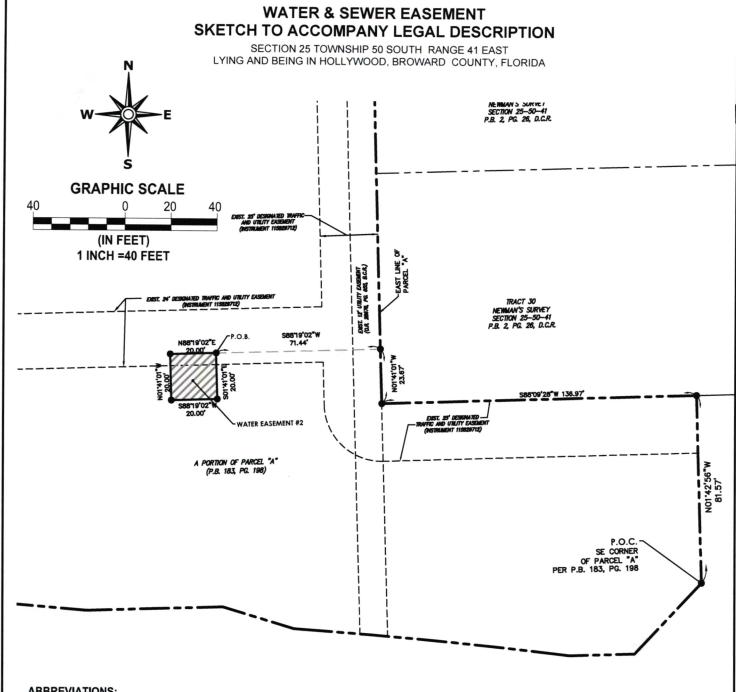
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DATE :	05/20/2025
SCALE:	1" = 30'
SURVEY NO:	22-002572-42
SHEET:	3 OF 6



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ABBREVIATIONS:

Ę Ę.Β. PG.

SQ. FT.

CENTER LINE PLAT BOOK PAGE SQUARE FEET

SEC. TWP RGE.

SECTION TOWNSHIP RANGE

STATE ROAD 818

FLO.C.T. RICHT- OF- WAY WAP SECTION SECTS- 2523

GRIFFIN ROAD (RIGHT-OF-WAY WIDTH VARIES)

SHEET 4 OF 6. NOT VALID WITHOUT SHEETS 1 THRU 6.

DRAWN BY:	JB
DATE :	05/20/2025
SCALE:	1" = 40'
SURVEY NO:	22-002572-42
SHEET:	4 OF 6



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DRAWN BY:	JB
DATE :	05/20/2025
SCALE:	1" = 70'
SURVEY NO:	22-002572-42
SHEET:	5 OF 6



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WATER & SEWER EASEMENT LEGAL DESCRIPTION TO ACCOMPANY SKETCH

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

EASEMENT #1 - LEGAL DESCRIPTION:

A PORTION OF LAND BEING A PORTION OF PARCEL "A", GRIFFIN CENTRE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 197 AND 198, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°42′56" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 49.07 FEET TO THE POINT OF BEGINNING; THENCE S88°09′28"W FOR A DISTANCE 154.45 FEET; THENCE N44°57′32"W FOR A DISTANCE OF 21.13 FEET; THENCE N01°41′01"W FOR A DISTANCE OF 7.76 FEET; THENCE N88°19′02"E FOR A DISTANCE 2.95 FEET; THENCE N01°41′01"W FOR A DISTANCE 28.00 FEET; THENCE N88°19′02"E FOR A DISTANCE 4.00 FEET; THENCE S01°41′01"E FOR A DISTANCE 18.61 FEET TO A POINT OF CURVATURE, CONCAVE TO THE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°09′30" AND AN ARC DISTANCE OF 39.34 FEET TO THE POINT OF TANGENCY; THENCE N88°09′28"E FOR A DISTANCE OF 136.91 FEET; THENCE S01°42′56"E FOR A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 1511 SQ.FT.

EASEMENT #2 - LEGAL DESCRIPTION:

A PORTION OF LAND BEING A PORTION OF PARCEL "A", GRIFFIN CENTRE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 197 AND 198, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°42′56" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 81.57 FEET TO THE POINT; THENCE S88°09′28"W FOR A DISTANCE 136.97 FEET; THENCE N01°41′01"W FOR A DISTANCE 23.67 FEET; THENCE S88°19′02"W FOR A DISTANCE 71.44 FEET TO POINT OF BEGINNING; THENCE S01°41′01"E FOR A DISTANCE 20.00 FEET; THENCE S88°19′02"W FOR A DISTANCE OF 20.00 FEET; THENCE N01°41′01"W FOR A DISTANCE OF 20.00 FEET; THENCE N88°19′02"E FOR A DISTANCE 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 400 SQ.FT.

EASEMENT #3- LEGAL DESCRIPTION:

A PORTION OF LAND BEING A PORTION OF PARCEL "A", GRIFFIN CENTRE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 197 AND 198, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01'42'56" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 81.57 FEET TO THE POINT; THENCE S88'09'28"W FOR A DISTANCE 136.97 FEET; THENCE N01'41'01"W FOR A DISTANCE 18.61 FEET; THENCE S88'19'02"W, FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE S88'19'02"W FOR A DISTANCE 228.71 FEET; THENCE N01'40'58"W FOR A DISTANCE OF 24.00 FEET; THENCE N88'19'02"E FOR A DISTANCE OF 228.71 FEET; THENCE S01'40'58"E FOR A DISTANCE 24.00 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 5,489 SQ.FT.

SHEET 6 OF 6. NOT VALID WITHOUT SHEETS 1 THRU 6.

DRAWN BY:	JB
DATE :	05/20/2025
SCALE:	NONE
SURVEY NO:	22-002572-42
SHEET:	6 OF 6

