

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, Miami ER & Hospital Holdco, LLC, a Florida limited liability company  
8 ("Grantor"), is the owner of certain property located in the Town of Pembroke Park, 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 a  
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.

40 | Section 5. Effective Date.

41 This Resolution is effective upon adoption.

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

By: /s/ Stacey-Ann M. Rowe 01/06/2025  
Stacey-Ann M. Rowe (date)  
Senior Assistant County Attorney

By: /s/ Annika E. Ashton 01/06/2025  
Annika E. Ashton (date)  
Deputy County Attorney

SMR/sr  
Resolution Accepting Easement - Miami ER & Hospital Holdco, LLC  
01/06/2025  
iManage #1122118

## 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: 514220170078

### **EASEMENT AGREEMENT**

This Easement Agreement ("Easement Agreement") is made this 29 day of July, 2024 ("Effective Date"), by Miami ER & Hospital Holdco, LLC, a Florida Limited Liability Company ("Grantor") whose address is 1449 SW 74th Drive, Suite 200, Gainesville, FL 32607, 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 be 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.

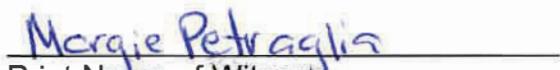
**IN WITNESS WHEREOF**, the undersigned has signed and sealed this Easement Agreement on the respective date under its signature and certifies that he/she has the authority to execute this Instrument.

**GRANTOR**

Witness #1:



Signature



Print Name of Witness

Address: 3304 Sawgrass Village Cir  
Ponte Vedra BCH, FL 32082

Witness #2



Signature

**STEPHANIE BURCH**

Print Name of Witness

Address: 3304 Sawgrass Village Cir  
Ponte Vedra BCH, FL 32082

Miami ER & Hospital Holdco, LLC, a  
Florida limited liability company  
By: Concept Development, Inc., a Florida  
corporation, its Manager

By   
Seth Lane, Executive Vice President

29<sup>th</sup> day of July, 2024

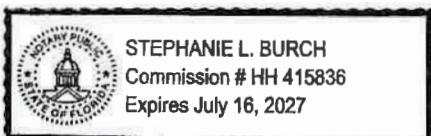
Approved as to form by the Office of the  
Broward County Attorney

By: Stacey-Ann M. Rowe Digitally signed by Stacey-Ann M. Rowe  
Date: 2024.12.31 11:13:52 -05'00'  
Stacey-Ann M. Rowe  
Senior Assistant County Attorney

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 29<sup>th</sup> day of July, 2024, by Seth Lane, the Executive Vice President on behalf of Concept Development, Inc., a Florida Corporation, Manager of Miami ER & Hospital Holdco, LLC, a Florida 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:

Print Name: **STEPHANIE BURCH**

(Notary Seal)

## EXHIBIT "A"

### DESCRIPTION(S) OF UTILITY EASEMENTS (NOT A SURVEY)

#### LEGAL DESCRIPTION(S)

##### 20 FOOT UTILITY EASEMENT #1:

A 20 FOOT UTILITY EASEMENT BEING ON A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165 AT PAGE 9 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL B; THENCE NORTH 01°33'39" WEST ALONG THE WEST LINE OF SAID PARCEL B FOR 10.00 FEET, THE FOLLOWING THREE (3) COURSES BEING ALONG THE NORTH RIGHT OF WAY LINE OF HALLANDALE BEACH BOULEVARD (STATE ROAD-858); 1) THENCE NORTH 88°18'07" EAST FOR 280.03 FEET; 2) THENCE NORTH 01°41'53" WEST FOR 12.00 FEET; 3) THENCE NORTH 88°18'07" EAST FOR 261.14 FEET; THENCE DEPARTING SAID NORTH LINE NORTH 02°42'49" WEST FOR 333.88 FEET; THENCE NORTH 88°18'54" EAST FOR 335.49 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20 FOOT UTILITY EASEMENT, MEASURING 10.00 FEET ON BOTH SIDES; THENCE SOUTH 01°39'28" EAST FOR 26.08 FEET TO THE POINT OF TERMINUS.

##### 20 FOOT UTILITY EASEMENT #2:

A 20 FOOT UTILITY EASEMENT BEING ON A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165 AT PAGE 9 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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##### 20 FOOT UTILITY EASEMENT #3:

A 20 FOOT UTILITY EASEMENT BEING ON A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165 AT PAGE 9 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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#### NOTES:

1. THE SITE LIES IN SECTION 29, TOWNSHIP 51 SOUTH, RANGE 42 EAST, TOWN OF PEMBROKE PARK, BROWARD COUNTY.
2. BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF SOUTH 88°21'41" WEST FOR THE NORTH RIGHT OF WAY LINE OF HALLANDALE BEACH BOULEVARD.
3. THIS IS NOT A "BOUNDARY SURVEY" BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
4. THE PURPOSE OF THIS DOCUMENT IS TO SHOW AND DESCRIBE VARIOUS UTILITY EASEMENTS.
5. UNDERGROUND UTILITIES HAVE BEEN FIELD LOCATED PER THIS SURVEY TO VERIFY PLACEMENT FOR THE UTILITY EASEMENT.
6. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAY OF RECORDS.

#### SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS "SKETCH AND DESCRIPTION" WAS MADE UNDER MY RESPONSIBLE CHARGE ON FEBRUARY 8, 2024, AND MEETS THE APPLICABLE CODES AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



Digitally signed by Collin Woodyard  
DN: c=US,  
serialNumber=MAS20230809916  
239, st=Florida, l=Boca Raton,  
o=BOHLER ENGINEERING FL, LLC,  
cn=Collin Woodyard,  
email=cwoodyard@bohlereng.co  
m  
Date: 2024.02.08 10:14:17 -05'00'

COLLIN WOODYARD  
LS. 7423  
02/08/2024

"NOT VALID WITHOUT THE  
SIGNATURE AND THE ORIGINAL  
RAISED SEAL OR DIGITAL  
SIGNATURE OF THE FLORIDA  
LICENSED SURVEYOR AND MAPPER"

SHEET 1 OF 3

SCALE: N.T.S.	DATE: 02/08/2024	DRAWN: CW	PROJECT: FLM200202	SEC. 29 TWP. 51 S. RNG. 42 E.	1900 NW CORPORATE BLVD., SUITE 101E BOCA RATON, FL 33431 561.571.0280 CERT. OF AUTHORIZATION: LB#8085	<b>BOHLER</b> ™
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## EXHIBIT "A"

### DESCRIPTION(S) OF UTILITY EASEMENTS (NOT A SURVEY)



### LOCATION MAP

NOT TO SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01° 39' 28"E	26.08'
L2	S01° 41' 06"E	34.20'
L3	S01° 41' 06"E	10.00'
L4	N88° 18' 54"E	29.99'
L5	S01° 38' 19"E	22.83'
L6	S43° 27' 50"E	18.98'
L7	S03° 03' 30"E	43.67'

SEE SHEET 3 FOR SKETCH

SHEET 2 OF 3

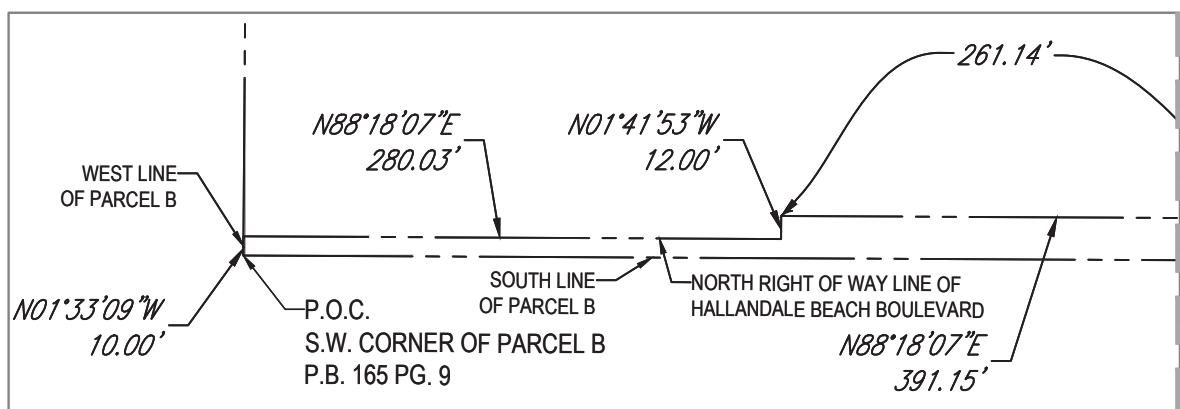
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## EXHIBIT "A"

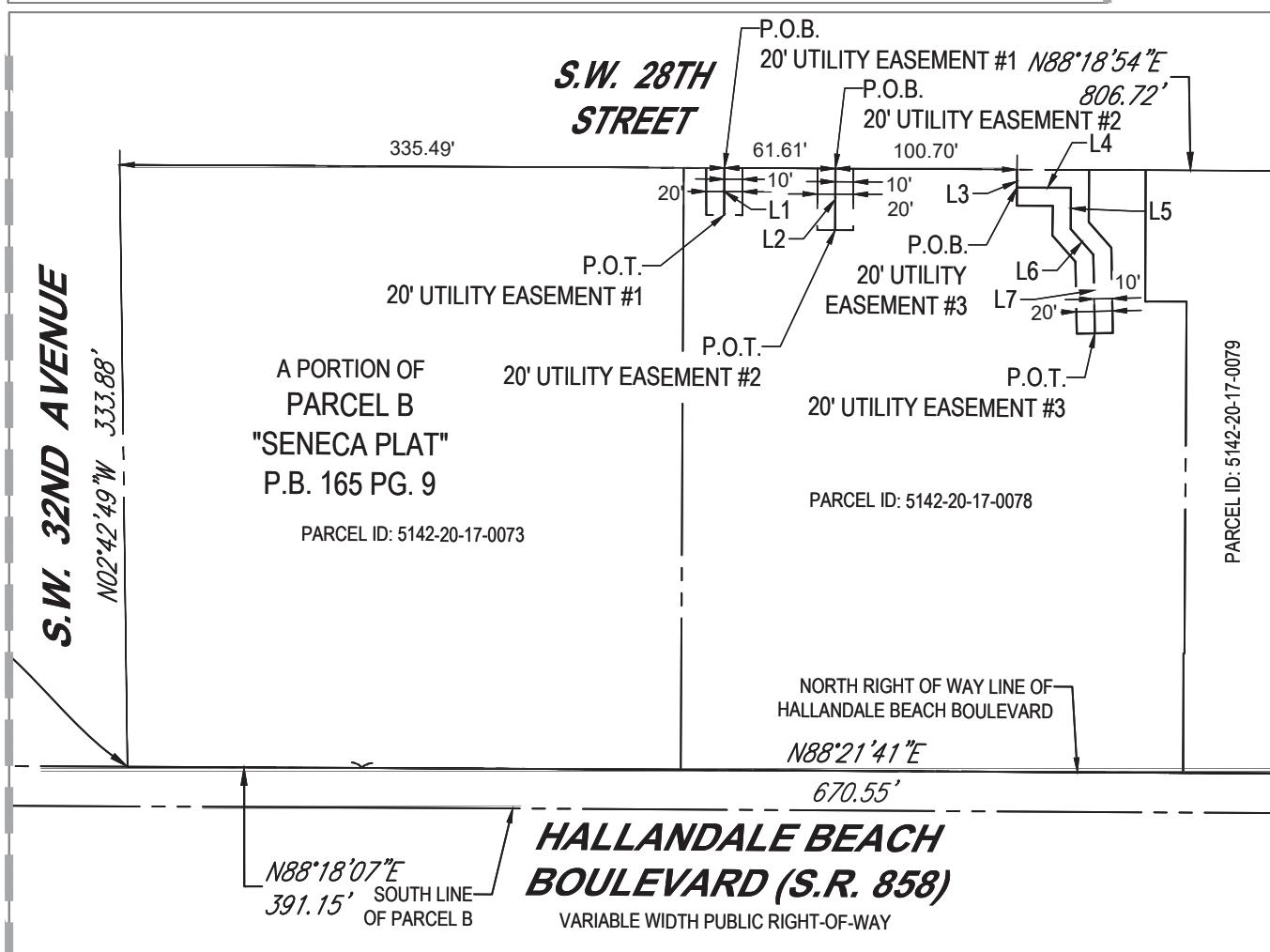
### SKETCH OF UTILITY EASEMENTS (NOT A SURVEY)



MATCH LINE THIS SHEET



MATCH LINE THIS SHEET



#### LEGEND

SEC.	SECTION	NAD	NORTH AMERICAN DATUM
TWP.	TOWNSHIP	N	NORTH
RNG.	RANGE	E	EAST
P.O.B.	POINT OF BEGINNING	S	SOUTH
P.O.C.	POINT OF COMMENCEMENT	W	WEST
P.O.T.	POINT OF TERMINUS	P.B.	PLAT BOOK
NO.	NUMBER	PG.	PAGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER	F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION



1"= 100'

SHEET 3 OF 3

SCALE: 1"=100'	DATE: 02/08/2024	DRAWN: CW	PROJECT: FLM200202	SEC. 29 TWP. 51 S. RNG. 42 E.	1900 NW CORPORATE BLVD., SUITE 101E BOCA RATON, FL 33431 561.571.0280 CERT. OF AUTHORIZATION: LB#8085	BOHLER
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## OPINION OF TITLE

### **To: Broward County Board of County Commissioners**

With the understanding that this Opinion of Title is furnished to the Broward County Board of County Commissioners, as an inducement for accepting a proposed easement located on the real property hereinafter described, it is hereby certified that I have reviewed Providence Title Company, LLC's Title Commitment No. 10907665 which report reflects a comprehensive search of the Official Records affecting the real property covering the period from the beginning to September 30, 2024 at 5:00pm inclusive, of the following described real property; and I recognize that the County is relying on this Opinion of Title with regard to accepting the easement:

### **Legal Description:**

#### **20 FOOT UTILITY EASEMENT #1:**

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#### **20 FOOT UTILITY EASEMENT #2:**

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#### **20 FOOT UTILITY EASEMENT #3:**

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I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Miami ER & Hospital Holdco, LLC, a Florida limited liability company, by virtue of that certain Warranty Deed recorded as Instrument Number 119662012 in the Official Records of Broward County, Florida.

### **Subject to the following:**

#### **Mortgage(s) of Record:**

Mortgage in favor of Southstate Bank, N.A. in the original principal amount of \$2,437,500.00, dated April 26, 2022 and recorded in Instr # 118115947, Amended and

Restated Mortgage, Assignment of Rents, Security Agreement and Financing Statement recorded in Instr # 119662013 as modified in Instr # 119662014.

**List of easements and rights-of-way lying within the subject property:**

1. Drainage Easement as per Plat of "SENECA PLAT", recorded in Plat Book 165, Page 9; as affected by: Agreement for Amendment of Notation on Plat recorded in Official Records Book 28918, Page 1507; Resolution recorded in Official Records Book 29694, Page 1935; Agreement for Amendment of Notation on Plat recorded in Official Records Book 44386, Page 573, and together with "Sketch" recorded as Official Instrument # 114294390, as affected by Release of Easement recorded under Clerks No. 118016798, Agreement for Amendment of Notation on Plat recorded in Instr # 118857609.
2. Declaration of Easements recorded in Official Records Book 29242, Page 1892.
3. Easement in favor of Florida Power & Light Company recorded in Official Records Book 30054, Page 1806.
4. Easement in favor of Broward County, Florida, for water and sewer lines, recorded in Official Records Book 30166, Page 1787.
5. Declaration of Covenants, Conditions, and Restrictions for Seneca Industrial Park recorded in Official Records Book 30326, Page 1967; as affected by Supplements recorded in Official Records Book 30607, Page 1593; Book 31418, Page 941; Book 44254, Page 1115; and as amended in Book 46507, Page 209.
6. Easement recorded in Official Records Book 36971, Page 242.
7. Reciprocal Easement Agreement with Covenants, Conditions and Restrictions recorded in Instr # 118113905.
8. Easement in favor of Florida Power & Light Company set forth in instrument recorded in Instr # Book 118113906.

**I HEREBY CERTIFY** that the aforementioned report reflects a comprehensive search of the Official Records of Broward County, Florida, affecting the above-described real property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 9th day of October, 2024.



Brian A. Block, Esq.  
Florida Bar No.: 361940  
1449 SW 74th Drive, Suite 200  
Gainesville, FL 32607  
(352) 258-2228

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: 514220170078

### **MORTGAGE SUBORDINATION AGREEMENT**

The undersigned ("Mortgagee") is the owner and holder of that certain mortgage dated the 26th day of April, 2024 and recorded on July 1, 2024 as Instrument Number 119662013 in the Official Records of Broward County, Florida ("Mortgage").

**Wherein**, Concept Development, Inc., a Florida corporation and Miami ER & Hospital Holdco, LLC, a Florida limited liability company whose Post Office addresses are 1449 SW 74th Drive, Suite 200, Gainesville, FL 32607, are collectively 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 undersigned Mortgagee has executed this Mortgage Subordination Agreement, this 29<sup>th</sup> day of July, 2024.

Signed, sealed and delivered  
in the presence of:



Witness signature

Maria Lavin - Sanhudo

Print/Type Name

Address: 175 Cypress Pt Pkwy  
Palm Coast, FL 32164

Patti A. Wilcher

Witness signature

Patti A. Wilcher

Print/Type Name

Address: 175 Cypress Pt Pkwy  
Palm Coast FL 32164

SouthState Bank, N.A.

Mortgagee

By:

Garry Lubi - SENIOR VICE-PRESIDENT

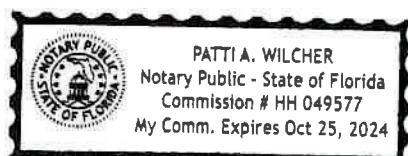
Print/Type Name and Title

29<sup>th</sup> day of July 2024

#### ACKNOWLEDGEMENT

STATE OF Florida )  
COUNTY OF Flagler )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 29<sup>th</sup> day of July, 2024, by Garry Lubi as Senior VP of SouthState Bank, known to me to be the person described herein, or who produced personally known as identification, and who did/did not take an oath.



NOTARY PUBLIC:

Patti A. Wilcher  
(Signature)  
Patti A. Wilcher  
(Print Name)

(SEAL)

My commission expires: \_\_\_\_\_

**Exhibit A**  
Easement 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: 514220170078

## **EASEMENT AGREEMENT**

This Easement Agreement ("Easement Agreement") is made this 29 day of July, 2024 ("Effective Date"), by Miami ER & Hospital Holdco, LLC, a Florida Limited Liability Company ("Grantor") whose address is 1449 SW 74th Drive, Suite 200, Gainesville, FL 32607, 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 be 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.

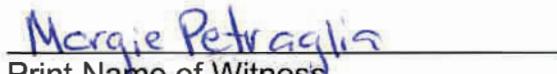
**IN WITNESS WHEREOF**, the undersigned has signed and sealed this Easement Agreement on the respective date under its signature and certifies that he/she has the authority to execute this Instrument.

**GRANTOR**

Witness #1:



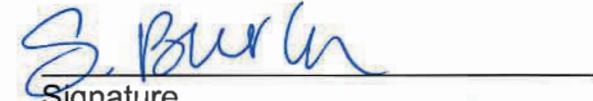
Signature



Print Name of Witness

Address: 3304 Sawgrass Village Cir  
Ponte Vedra BCH, FL 32082

Witness #2



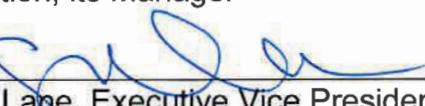
Signature



Print Name of Witness

Address: 3304 Sawgrass Village Cir  
Ponte Vedra BCH, FL 32082

Miami ER & Hospital Holdco, LLC, a  
Florida limited liability company  
By: Concept Development, Inc., a Florida  
corporation, its Manager

By   
Seth Lane, Executive Vice President

29<sup>th</sup> day of July, 2024

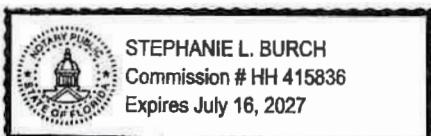
Approved as to form by the Office of the  
Broward County Attorney

By: Stacey-Ann M. Rowe Digitally signed by Stacey-Ann M. Rowe  
Date: 2024.12.31 11:13:52 -05'00'  
Stacey-Ann M. Rowe  
Senior Assistant County Attorney

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 29<sup>th</sup> day of July, 2024, by Seth Lane, the Executive Vice President on behalf of Concept Development, Inc., a Florida Corporation, Manager of Miami ER & Hospital Holdco, LLC, a Florida 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:

Print Name: STEPHANIE BURCH

(Notary Seal)

## EXHIBIT "A"

### DESCRIPTION(S) OF UTILITY EASEMENTS (NOT A SURVEY)

#### LEGAL DESCRIPTION(S)

##### **20 FOOT UTILITY EASEMENT #1:**

A 20 FOOT UTILITY EASEMENT BEING ON A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165 AT PAGE 9 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL B; THENCE NORTH 01°33'39" WEST ALONG THE WEST LINE OF SAID PARCEL B FOR 10.00 FEET, THE FOLLOWING THREE (3) COURSES BEING ALONG THE NORTH RIGHT OF WAY LINE OF HALLANDALE BEACH BOULEVARD (STATE ROAD-858); 1) THENCE NORTH 88°18'07" EAST FOR 280.03 FEET; 2) THENCE NORTH 01°41'53" WEST FOR 12.00 FEET; 3) THENCE NORTH 88°18'07" EAST FOR 261.14 FEET; THENCE DEPARTING SAID NORTH LINE NORTH 02°42'49" WEST FOR 333.88 FEET; THENCE NORTH 88°18'54" EAST FOR 335.49 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20 FOOT UTILITY EASEMENT, MEASURING 10.00 FEET ON BOTH SIDES; THENCE SOUTH 01°39'28" EAST FOR 26.08 FEET TO THE POINT OF TERMINUS.

##### **20 FOOT UTILITY EASEMENT #2:**

A 20 FOOT UTILITY EASEMENT BEING ON A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165 AT PAGE 9 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL B; THENCE NORTH 01°33'39" WEST ALONG THE WEST LINE OF SAID PARCEL B FOR 10.00 FEET, THE FOLLOWING THREE (3) COURSES BEING ALONG THE NORTH RIGHT OF WAY LINE OF HALLANDALE BEACH BOULEVARD (STATE ROAD-858); 1) THENCE NORTH 88°18'07" EAST FOR 280.03 FEET; 2) THENCE NORTH 01°41'53" WEST FOR 12.00 FEET; 3) THENCE NORTH 88°18'07" EAST FOR 261.14 FEET; THENCE DEPARTING SAID NORTH LINE NORTH 02°42'49" WEST FOR 333.88 FEET; THENCE NORTH 88°18'54" EAST FOR 397.10 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20 FOOT UTILITY EASEMENT, MEASURING 10.00 FEET ON BOTH SIDES; THENCE SOUTH 01°41'06" EAST FOR 34.20 FEET TO THE POINT OF TERMINUS.

##### **20 FOOT UTILITY EASEMENT #3:**

A 20 FOOT UTILITY EASEMENT BEING ON A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165 AT PAGE 9 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL B; THENCE NORTH 01°33'39" WEST ALONG THE WEST LINE OF SAID PARCEL B FOR 10.00 FEET, THE FOLLOWING THREE (3) COURSES BEING ALONG THE NORTH RIGHT OF WAY LINE OF HALLANDALE BEACH BOULEVARD (STATE ROAD-858); 1) THENCE NORTH 88°18'07" EAST FOR 280.03 FEET; 2) THENCE NORTH 01°41'53" WEST FOR 12.00 FEET; 3) THENCE NORTH 88°18'07" EAST FOR 261.14 FEET; THENCE DEPARTING SAID NORTH LINE NORTH 02°42'49" WEST FOR 333.88 FEET; THENCE NORTH 88°18'54" EAST FOR 497.80 FEET; THENCE SOUTH 01°41'06" EAST FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20 FOOT UTILITY EASEMENT, MEASURING 10.00 FEET ON BOTH SIDES; THENCE NORTH 88°18'54" EAST FOR 29.99 FEET; THENCE SOUTH 01°39'19" EAST FOR 22.83 FEET; THENCE SOUTH 43°27'50" EAST FOR 18.98; THENCE SOUTH 03°03'30" EAST FOR 43.67 FEET TO THE POINT OF TERMINUS.

#### NOTES:

1. THE SITE LIES IN SECTION 29, TOWNSHIP 51 SOUTH, RANGE 42 EAST, TOWN OF PEMBROKE PARK, BROWARD COUNTY.
2. BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF SOUTH 88°21'41" WEST FOR THE NORTH RIGHT OF WAY LINE OF HALLANDALE BEACH BOULEVARD.
3. THIS IS NOT A "BOUNDARY SURVEY" BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
4. THE PURPOSE OF THIS DOCUMENT IS TO SHOW AND DESCRIBE VARIOUS UTILITY EASEMENTS.
5. UNDERGROUND UTILITIES HAVE BEEN FIELD LOCATED PER THIS SURVEY TO VERIFY PLACEMENT FOR THE UTILITY EASEMENT.
6. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAY OF RECORDS.

#### SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS "SKETCH AND DESCRIPTION" WAS MADE UNDER MY RESPONSIBLE CHARGE ON FEBRUARY 8, 2024, AND MEETS THE APPLICABLE CODES AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



Digitally signed by Collin Woodyard  
DN: c=US,  
serialNumber=MAS20230809916  
239, st=Florida, l=Boca Raton,  
o=BOHLER ENGINEERING FL, LLC,  
cn=Collin Woodyard,  
email=cwoodyard@bohlereng.co  
m  
Date: 2024.02.08 10:14:17 -05'00'

COLLIN WOODYARD  
LS. 7423  
02/08/2024

"NOT VALID WITHOUT THE  
SIGNATURE AND THE ORIGINAL  
RAISED SEAL OR DIGITAL  
SIGNATURE OF THE FLORIDA  
LICENSED SURVEYOR AND MAPPER"

SHEET 1 OF 3

SCALE: N.T.S.	DATE: 02/08/2024	DRAWN: CW	PROJECT: FLM200202	SEC. 29 TWP. 51 S. RNG. 42 E.	1900 NW CORPORATE BLVD., SUITE 101E BOCA RATON, FL 33431 561.571.0280 CERT. OF AUTHORIZATION: LB#8085	<b>BOHLER</b> ™
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**EXHIBIT "A"****DESCRIPTION(S) OF UTILITY EASEMENTS  
(NOT A SURVEY)****LOCATION MAP**

NOT TO SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01° 39' 28"E	26.08'
L2	S01° 41' 06"E	34.20'
L3	S01° 41' 06"E	10.00'
L4	N88° 18' 54"E	29.99'
L5	S01° 38' 19"E	22.83'
L6	S43° 27' 50"E	18.98'
L7	S03° 03' 30"E	43.67'

SEE SHEET 3 FOR SKETCH

SHEET 2 OF 3

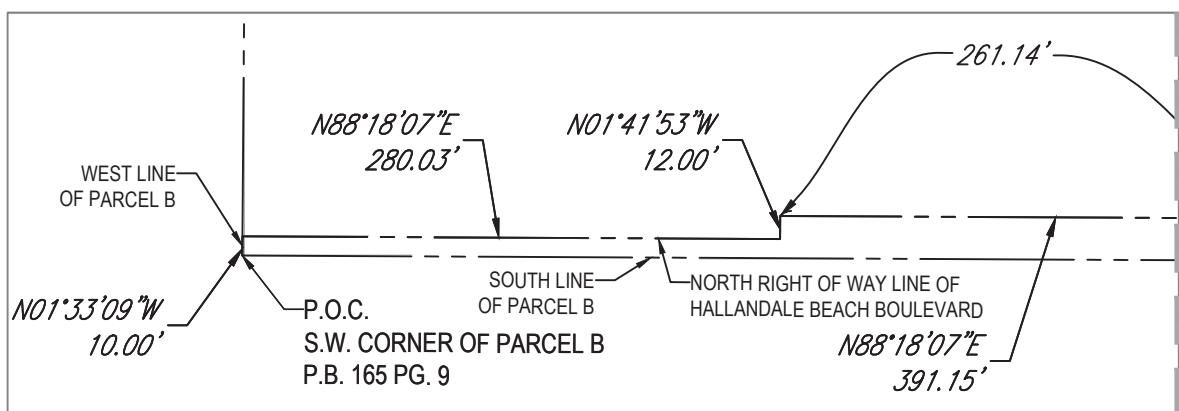
SCALE: N.T.S.	DATE: 02/08/2024	DRAWN: CW	PROJECT: FLM200202	SEC. 29 TWP. 51 S. RNG. 42 E.	1900 NW CORPORATE BLVD., SUITE 101E BOCA RATON, FL 33431 561.571.0280 CERT. OF AUTHORIZATION: LB#8085	<b>BOHLER</b> <sup>TM</sup>
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## EXHIBIT "A"

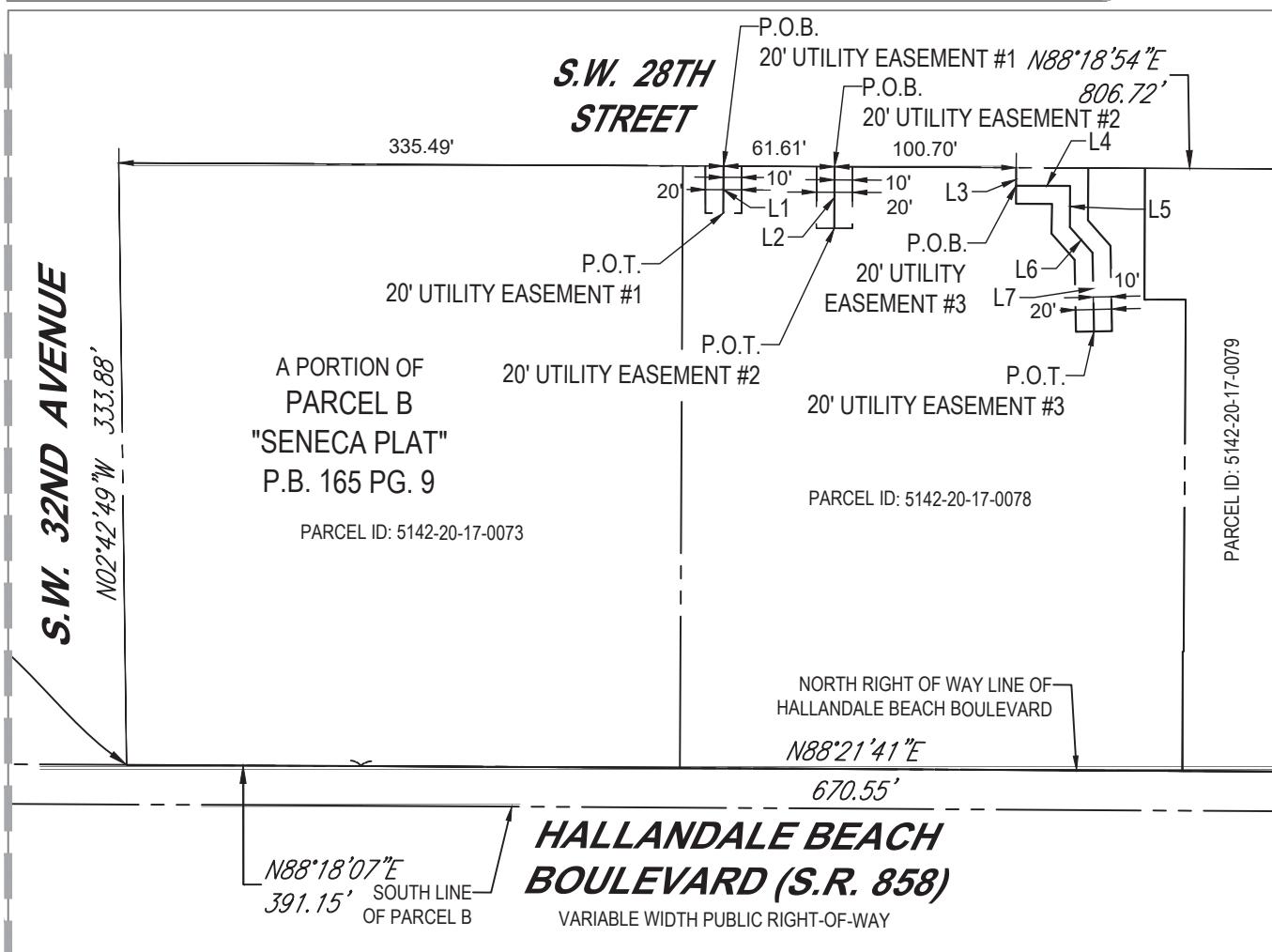
### SKETCH OF UTILITY EASEMENTS (NOT A SURVEY)



**MATCH LINE THIS SHEET**

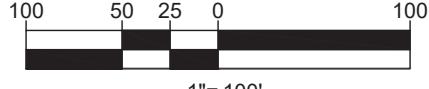


**MATCH LINE THIS SHEET**



#### LEGEND

SEC.	SECTION	NAD	NORTH AMERICAN DATUM
TWP.	TOWNSHIP	N	NORTH
RNG.	RANGE	E	EAST
P.O.B.	POINT OF BEGINNING	S	SOUTH
P.O.C.	POINT OF COMMENCEMENT	W	WEST
P.O.T.	POINT OF TERMINUS	P.B.	PLAT BOOK
NO.	NUMBER	PG.	PAGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER	F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION



SHEET 3 OF 3

SCALE: 1"=100'	DATE: 02/08/2024	DRAWN: CW	PROJECT: FLM200202	SEC. 29 TWP. 51 S. RNG. 42 E.	1900 NW CORPORATE BLVD., SUITE 101E BOCA RATON, FL 33431 561.571.0280 CERT. OF AUTHORIZATION: LB#8085	<b>BOHLER</b>
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