

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, ON, OVER, ALONG, ACROSS, UNDER,
4 AND THROUGH REAL PROPERTY LOCATED IN THE CITY OF POMPANO BEACH,
5 FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

6
7 WHEREAS, CG FL QOZB LLC, a Florida limited liability company (“Grantor”), is
8 the owner of certain real property located in the City of Pompano Beach, 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 on, over, along, across, under, and through the
14 Property for water mains, wastewater force mains, reclaimed water mains, and/or for any
15 other water and wastewater installations, as the County may deem necessary from time
16 to time, for the purpose of providing water supply service for domestic, commercial,
17 industrial, or other use and for the collection of domestic, commercial, industrial, or other
18 kinds of wastewater to and from the Property and other parcels of real property that may
19 or may not abut and be contiguous to the Property, and other appropriate purposes
20 incidental thereto (“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.

Attachment 1

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

Prepared by:
Alicia Dunne
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: 4842-32-00-0143

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Easement Agreement”) is made this ^{27th} day of March, 2026 (“Effective Date”), by **CG FL QOZB LLC**, a Florida limited liability company (“Grantor”) whose mailing address is 200 SE Mizner Boulevard, Unit 903, Boca Raton, Florida 33432, in favor of **BROWARD COUNTY**, a political subdivision of the State of Florida (“Grantee”), whose mailing 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 entities wherever the context so admits or requires).

RECITALS

- A. Grantor is the fee simple owner of certain real property located in Broward County, Florida, as more particularly described in **Exhibit “A”**, attached hereto and made a part hereof (“Property”).
- B. Grantee desires a nonexclusive and perpetual easement on, over, along, 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, as Grantee may deem necessary from time to time, 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 or be contiguous to the easement, and other appropriate purposes incidental thereto (“Easement”).
- C. Grantor is willing to grant the Easement to Grantee subject to the terms and conditions contained 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. **Recitals**. The recitals set forth above are true and accurate, and fully incorporated by reference herein.
2. **Grant of Easement**. Grantor hereby grants and conveys unto Grantee, its licensees, agents, and independent contractors, successors, and assigns, the Easement on, over, along, across, under, and through a portion of the Property, as legally described and more particularly described as "East Utility Easement" and "West Utility Easement" in **Exhibit "B"**, attached hereto and made a part hereof, together with access thereto on, over, along, across, and through the Property, and together with any incidental or necessary appurtenances thereto (collectively, "Easement Area").
3. **Use of the Property**. Grantor retains the right to engage in any activities on, over, across, under, 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. Grantor agrees that no obstructions that would restrict Grantee's use of the Easement Area and/or interfere with the maintenance or improvement of Grantee's facilities, as determined by Grantee in its sole and absolute discretion, including without limitation, improvements, lighting poles and/or installations, ground and/or floor coverings (pavers, stamped concrete, color or specialty paving), fencing, signage, landscaping, trees, irrigation facilities or utilities, may be placed in the Easement Area by Grantor or any other easement holder without Grantee's prior written consent granted through its Water and Wastewater Services Engineering Division. Notwithstanding the foregoing, Grantor shall be permitted to install and maintain within certain limited portions of the Easement Area, in full compliance with the terms of this Easement Agreement and all applicable laws, the following: (i) on the northeastern portion of the "East Utility Easement" portion of the Easement Area, an asphalt roadway to be used solely and exclusively by emergency vehicles (police, fire, and medical only) to respond to emergencies ("Roadway"), (ii) on the northern portion of the "East Utility Easement" portion of the Easement Area, two (2) air conditioning concrete pads upon each of which one (1) air conditioning unit will be wholly contained and located, with no overhang, (iii) on the southern portion of the "East Utility Easement" portion of the Easement Area, an aluminum fence up to six (6) feet in height, with a fence post of up to one (1) foot in width and buried no deeper than three (3) feet, and (iv) on the southern portions of the "East Utility Easement" and the "West Utility Easement" portions of the Easement Area, (a) landscaping irrigation lines buried no deeper than two (2) feet, and (b) plants and trees with full and mature sizes and heights of less than three (3) feet. Grantee shall not be permitted to use the Easement Area for any type of construction activity, and no construction cranes, vehicles, materials or other items shall ever be placed on, over, across, or through the Easement Area. Grantor shall install and maintain at all times, signage upon and throughout the Property (but not within the Easement

Area) authorizing and limiting the use of the Roadway to emergency vehicles only and prohibiting the use of the Roadway by any others.

4. **Indemnification**. Grantor shall indemnify, hold harmless, and defend Grantee and all of Grantee's current, past, and future officers, agents, licensees, independent contractors, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, caused or alleged to be caused, in whole or in part, by any breach of this Easement Agreement by Grantor, or any intentional, reckless, or negligent act or omission of Grantor, its officers, employees, or agents, arising from, relating to, or in connection with this Easement Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Grantor shall, upon written notice from Grantee, defend each Indemnified Party with counsel satisfactory to Grantee or, at Grantee's option, pay for an attorney selected by Grantee to defend the Indemnified Party. The obligations of this Section shall survive the termination of this Easement Agreement.
5. **Prior Agreements**. This Easement Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Easement Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Easement Agreement are contained herein.
6. **Amendments**. 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. **Law, Jurisdiction, Venue, Waiver of Jury Trial**. This Easement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Easement Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS EASEMENT AGREEMENT.**
8. **Waiver**. A waiver of any breach of a provision of this Easement Agreement by a Party shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Easement Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.
9. **Severability**. If any part of this Easement Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to applicable law, that part shall be deemed severed from this Easement Agreement and the balance of this Easement Agreement shall remain in full force and effect.

10. **Binding Effect.** 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, transferees, successors, and assigns.
11. **Recording.** Grantee, at its own expense, shall record this fully executed Easement Agreement in its entirety in the Official Records of Broward County, Florida.

(Signatures and Acknowledgement on the following page)

IN WITNESS WHEREOF, Grantor has executed this Easement Agreement as of the day and year first above written.

GRANTOR:

WITNESSES:

CG FL QOZB LLC, a Florida limited liability company

Garrity Smith
Signature of Witness 1

By: *Carl Gordon*
Carl Gordon, Authorized Member

GARRITY SMITH
Print Name of Witness 1

Address: 4236 Sea Grape Dr UNIT 3A
Lauderdale, FL 33308
LBIS, FL 33308

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: 2026.04.06 13:47:40 -04'00'
Stacey-Ann M. Rowe
Senior Assistant County Attorney

Neal Feinberg
Signature of Witness 2

Neal Feinberg
Print Name of Witness 2

Address: 9238 Meridian Dr W
Bankland, FL 33076

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Easement Agreement was acknowledged before me, by means of physical presence or online notarization, this 27 day of March, 2026, by Carl Gordon, as Authorized Member of CG FL QOZB LLC, a Florida limited liability company, on behalf of said limited liability company, who (check one) is personally known to me or has produced a valid FDL as identification.

[Notary Seal]



Rebecca Mae Smith
Notary Public, State of Florida
Print Name: Rebecca Mae Smith
My Commission Expires: 9/20/29
My Commission No.: HH 720459

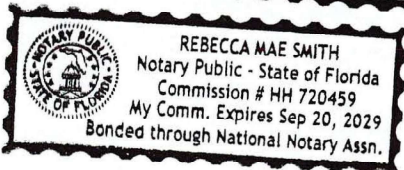


EXHIBIT "A"

Property
Legal Description

A PORTION OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH 88°48'29" WEST, ON THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 183.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°48'29" WEST, ON SAID SOUTH LINE, A DISTANCE OF 483.59 FEET; THENCE NORTH 01°20'37" WEST, A DISTANCE OF 45.12 FEET; THENCE SOUTH 88°55'15" WEST, A DISTANCE OF 666.73 FEET; THENCE SOUTH 01°19'28" EAST, A DISTANCE OF 46.43 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 32; THENCE SOUTH 88°48'29" WEST, ON SAID SOUTH LINE, A DISTANCE OF 401.70 FEET; THENCE NORTH 02°42'34" WEST, ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, A DISTANCE OF 62.24 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST ATLANTIC BOULEVARD (STATE ROAD #814, RIGHT-OF-WAY VARIES); THENCE EASTERLY ON SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: 1) NORTH 88°55'15" EAST, A DISTANCE OF 50.57 FEET TO A POINT OF CURVE; 2) THENCE EASTERLY ON SAID CURVE TO THE LEFT, WITH A RADIUS OF 2351.83 FEET, A CENTRAL ANGLE OF 09°34'34", AN ARC DISTANCE OF 393.07 FEET TO A POINT OF TANGENCY; 3) THENCE NORTH 81°43'56" EAST, A DISTANCE OF 224.69 FEET; 4) NORTH 73°54'56" EAST, A DISTANCE OF 182.75 FEET; 5) NORTH 76°39'36" EAST, A DISTANCE OF 218.02 FEET; 6) NORTH 77°44'19" EAST, A DISTANCE OF 264.67 FEET; 7) NORTH 88°06'27" EAST, A DISTANCE OF 239.35 FEET TO THE TERMINATION OF SAID SEVEN (7) COURSES AND DISTANCE; THENCE SOUTH 01°11'31" EAST, A DISTANCE OF 268.37 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
Easement Area
Legal Description and Sketch



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870



LEGAL DESCRIPTION:

(EAST UTILITY EASEMENT)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH 88°46'53" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 32 FOR 183.16 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 88°46'53" WEST ALONG SAID SOUTH LINE 483.58 FEET; THENCE NORTH 01°22'13" WEST 42.94 FEET; THENCE NORTH 88°52'59" EAST 483.70 FEET; THENCE SOUTH 01°12'55" EAST 42.08 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH:

(WEST UTILITY EASEMENT)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 02°44'10" WEST 60.72 FEET; THENCE NORTH 88°46'53" EAST 298.32 FEET; THENCE SOUTH 86°51'54" EAST 105.17 FEET; THENCE SOUTH 01°21'04" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 FOR 52.71 FEET; THENCE SOUTH 88°46'53" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 32 FOR 401.70 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENTS LYING AND BEING IN CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING A TOTAL OF 44,567 SQUARE FEET, MORE OR LESS.

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32-48-42 BEING S88°46'53"E
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY PUBLIC RECORDS.

CERTIFICATION:

I HEREBY CERTIFY: THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CLIENT: FLORIDA INDOOR TENNIS, LLC

SCALE: N/A

DRAWN: B.Q.

ORDER NO.: 75249

DATE: 12/30/25

UTILITY EASEMENT

POMPANO BEACH, BROWARD COUNTY, FLORIDA

FOR: FLORIDA INDOOR RACQUET CLUB

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

Digitally signed by Michael M Mossey

Date: 2025.12.31 12:42:16 -05'00'

- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
- MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660
STATE OF FLORIDA

