

**PROPOSED**

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD  
2 COUNTY, FLORIDA, ACCEPTING, FOR DRAINAGE PURPOSES, A DRAINAGE  
3 EASEMENT ON, OVER, ACROSS, AND THROUGH A PORTION OF REAL PROPERTY  
4 LOCATED IN POMPANO BEACH, FLORIDA, AND OWNED BY POMPANO  
5 INDUSTRIAL OWNER 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND  
6 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

7  
8 WHEREAS, Pompano Industrial Owner 1, LLC, a Delaware limited liability  
9 company, is the owner of certain real property located in Pompano Beach, Florida  
10 ("Property"), which Property is more particularly described in the legal description and  
11 sketch made subject to a drainage easement, which is attached hereto and made a part  
12 hereof as Attachment 1 ("Easement");

13 WHEREAS, Pompano Industrial Owner 1, LLC, is willing to grant the Easement to  
14 Broward County, Florida ("County"), in accordance with the terms of the Easement; and

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

18 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
19 BROWARD COUNTY, FLORIDA:



Return to:  
Highway Construction and  
Engineering Division  
1 N University Drive, Suite 300  
Plantation, FL 33324-2038

This Instrument prepared by:  
Gray J. Crow, Esq.  
Assistant County Attorney  
115 S. Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301

Folio/Parcel ID #: 4942-03-41-0070

### **DRAINAGE EASEMENT**

**THIS DRAINAGE EASEMENT** ("Easement Instrument") is made this 30<sup>th</sup> day of January, 2026 ("Effective Date"), by Pompano Industrial Owner 1 LLC, a Delaware limited liability company, ("Grantor"), whose address is 3953 Maple Avenue, Suite 300, Dallas, Texas 75219, 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, successors, and assigns).

### **RECITALS**

- A. Grantor is the owner of certain property located in Broward County, Florida, more particularly described in **Exhibit A**, attached hereto and made part hereof ("Property").
- B. Grantee desires a perpetual, non-exclusive easement on, under, over, across, and through the Easement Area, as defined in Section 2, for the drainage of stormwater and surface water runoff ("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, the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor does hereby declare as follows:

1. **Recitals**. The recitals set forth above are true and correct, and fully incorporated by reference herein.

2. **Grant of Easement.** Grantor hereby grants unto Grantee, its licensees, agents, independent contractors, successors, and assigns the Easement on, over, under, across, and through a portion of the Property, as more particularly described in **Exhibit B**, attached hereto and made part hereof, together with any incidental or necessary appurtenances thereto (“Easement Area”) including for the installation, maintenance, repair, and replacement of Grantee’s Drainage Pipe (as defined below).
3. **Grantor’s Use of the Property.** 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. Grantor agrees that no obstructions that would interfere with the maintenance or improvement of Grantee’s Easement shall be placed in the Easement Area without Grantee’s prior written consent through its Director of Highway Construction and Engineering Division, which consent shall not be unreasonably withheld, denied, or delayed.
4. **Repair and Maintenance.** Grantee shall be solely responsible for the installation, maintenance, repair, and replacement of its drainage pipe within the Easement Area (the “Drainage Pipe”) at its sole cost and expense. With the exception of the Drainage Pipe, Grantor shall be responsible for maintaining the Property, including the Easement Area, at its sole cost and expense. Accordingly, Grantor shall be responsible for maintenance tasks that may include, but are not limited to:
  - a. Monitoring and inspecting any drainage basin or retention areas within the Easement Area to ensure adequate storage, conveyance, treatment, and discharge of stormwater; and
  - b. Regular mowing and vegetation control of the Property to prevent overgrowth that could impede function or visibility of the Drainage Pipe.

Grantor acknowledges that stormwater from the adjacent County roadway will discharge through the Drainage Pipe into Grantor’s Property and Grantor accepts all responsibility for managing such stormwater. The frequency of any vegetation control tasks shall be adequate so that the Drainage Pipe shall be visible at all times, sufficiently so to allow for inspection of same.

Should any adverse conditions (i.e. excess vegetation or sedimentation) be present affecting Grantee’s Easement, function of the Drainage Pipe, or the capacity or function of the Easement Area, Grantor shall cure any such defects and restore the Easement Area to its original capacity and function no later than ten (10) days after notification by County of such defects.

5. **Amendments.** This Easement Instrument 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.

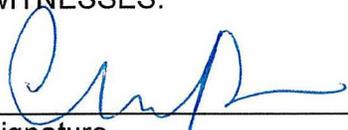
6. **Binding Effect.** This Easement Instrument shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. **Law, Jurisdiction, Venue.** This Easement Instrument shall be interpreted 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 Instrument, 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 Instrument shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.
8. **Recording.** Grantee, at its own expense, shall record this fully executed Easement Instrument in its entirety in the Official Records of Broward County, Florida.

(The remainder of this page is intentionally left blank.)

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

**GRANTOR**

WITNESSES:

  
\_\_\_\_\_  
Signature

Caroline J. Posner  
\_\_\_\_\_  
(Print Name)

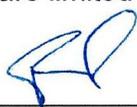
500 Boylston Street  
Boston, MA 02116  
(insert address above)

  
\_\_\_\_\_  
Signature

Allen M. Pomroy  
\_\_\_\_\_  
(Print Name)

500 Boylston Street  
Boston, MA 02116  
(insert address above)

Pompano Industrial Owner 1 LLC, a  
Delaware limited liability company

By:   
\_\_\_\_\_  
Ron J. Hoyl  
Vice-President

30th day of January, 2026

(Acknowledgment on the Next Page)

**ACKNOWLEDGMENT**

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

The foregoing instrument was sworn to (or affirmed) and subscribed before me, by means of [ X ] physical presence or [ ] online notarization, this 30th day of January, 2026, by Ron J. Hoyl, the Vice-President on behalf of Pompano Industrial Owner 1, a Delaware limited liability company, [ X ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification.

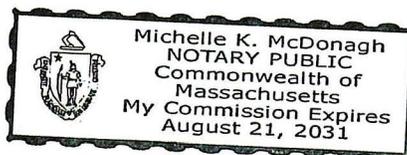
(Notary Seal)

**Notary Public:**

  
Signature

Michelle K. McDonagh  
Print Name

State of Massachusetts  
My Commission Expires: 8/21/2031  
Commission Number: \_\_\_\_\_



**EXHIBIT A**  
**Description of Property**

A PORTION OF PARCEL "A", POMPANO PARK RACINO PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 181, PAGES 22 TO 27, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND A PORTION OF TRACT "B", ARVIDA OF POMPANO PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 137, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND ALSO A PORTION OF PARCEL "A", POMPANO PARK RACINO II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 531 AND 532, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "B"; THENCE SOUTH 10°45'59" WEST, ON THE WEST LINE OF SAID TRACT "B" AND ON THE EAST LINE OF SAID PARCEL "A", POMPANO PARK RACINO II, BEING THE WEST RIGHT-OF-WAY LINE OF SEABOARD COAST LINE RAILROAD, A DISTANCE OF 1110.24 FEET; THENCE NORTH 79°14'12" WEST, A DISTANCE OF 1095.43 FEET; THENCE SOUTH 26°22'28" WEST, A DISTANCE OF 159.59 FEET TO A POINT ON A CURVE; THENCE NORTHERLY ON SAID CURVE TO THE LEFT (A RADIAL BEARING TO SAID POINT BEARS SOUTH 89°23'04" WEST); HAVING A RADIUS OF 1146.77 FEET, A CENTRAL ANGLE OF 03°26'49", AND AN ARC DISTANCE OF 68.99 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 03°18'14" WEST, 123.98 FEET TO A POINT ON A CURVE TO THE LEFT (A RADIAL BEARING TO SAID POINT BEARS SOUTH 82°40'20" EAST); THENCE NORTHWESTERLY AND WESTERLY ON SAID CURVE, HAVING A RADIUS OF 56.64 FEET, A CENTRAL ANGLE OF 98°21'45", AND AN ARC DISTANCE OF 97.24 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 87°29'45" WEST, 468.72 FEET; THENCE SOUTH 87°38'32" WEST, 8.59 FEET TO A POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ON SAID CURVE, HAVING A RADIUS OF 17.27 FEET; A CENTRAL ANGLE OF 92°12'41", AND AN ARC DISTANCE OF 27.79 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 00°08'56" WEST, 344.95 FEET; THENCE NORTH 14°28'51" EAST, 419.79 FEET TO A POINT ON A LINE LYING 12.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "B", ALSO BEING THE SOUTH RIGHT OF WAY LINE OF POMPANO PARK PLACE (ALSO KNOWN AS SW 3RD STREET AND RACE TRACK ROAD); THENCE NORTH 89°40'35" EAST ON SAID PARALLEL LINE, 111.42 FEET; THENCE NORTH 00°19'25" WEST, 12.75 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "B", ALSO BEING THE SOUTH RIGHT OF WAY LINE OF POMPANO PARK PLACE (ALSO KNOWN AS SW 3RD STREET AND RACE TRACK ROAD); THENCE NORTH 89°40'35" EAST, ON SAID NORTH LINE AND SAID SOUTH RIGHT OF WAY LINE, 224.45 FEET; THENCE SOUTH 78°59'48" EAST, 63.64 FEET TO A POINT ON A LINE LYING 12.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "B", ALSO BEING THE SOUTH RIGHT OF WAY LINE OF POMPANO PARK PLACE (ALSO KNOWN AS SW 3RD STREET AND RACE TRACK ROAD); THENCE NORTH 89°40'35" EAST ON SAID PARALLEL LINE,

212.64 FEET; THENCE NORTH 00°19'25" WEST, 12.50 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "B", ALSO BEING THE SOUTH RIGHT OF WAY LINE OF POMPANO PARK PLACE (ALSO KNOWN AS SW 3RD STREET AND RACE TRACK ROAD); THENCE ON SAID NORTH LINE AND SAID SOUTH RIGHT OF WAY LINE, NORTH 89°40'35" EAST, 113.69'; THENCE NORTH 89°34'58" EAST ON SAID NORTH LINE, A DISTANCE OF 220.52 FEET; THENCE SOUTH 79°06'07" EAST, 65.00 FEET TO A POINT ON A LINE LYING 12.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "B", ALSO BEING THE SOUTH RIGHT OF WAY LINE OF POMPANO PARK PLACE (ALSO KNOWN AS SW 3RD STREET AND RACE TRACK ROAD); THENCE NORTH 89°34'58" EAST ON SAID PARALLEL LINE, 225.05 FEET; THENCE NORTH 00°25'02" WEST, 12.75 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "B", ALSO BEING THE SOUTH RIGHT OF WAY LINE OF POMPANO PARK PLACE (ALSO KNOWN AS SW 3RD STREET AND RACE TRACK ROAD); THENCE NORTH 89°34'58" EAST ON SAID NORTH LINE AND SAID SOUTH RIGHT OF WAY LINE, 578.57 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**  
Easement Area

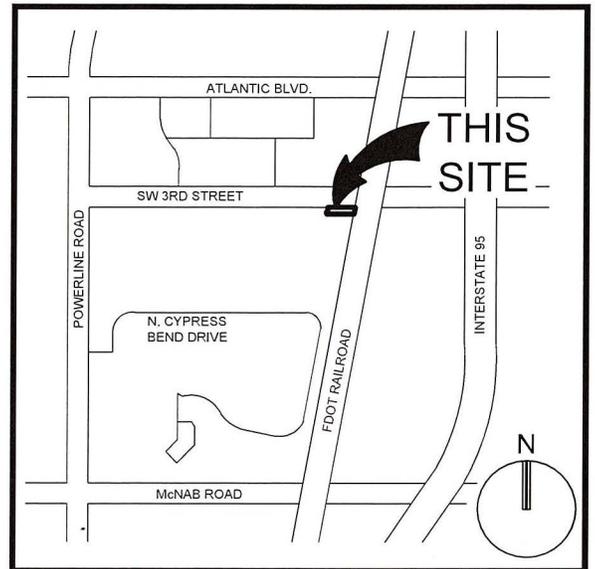
(see attached)

**LEGAL DESCRIPTION:**

AN EASEMENT LYING, OVER, UNDER AND ACROSS, A PORTION OF TRACT B, ARVIDA POMPANO PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT B; THENCE SOUTH 10°45'59" WEST ALONG THE EAST LINE OF SAID TRACT B, ALSO BEING THE WEST RIGHT OF WAY LINE OF THE SEABOARD COAST LINE RAILROAD, 69.53 FEET; THENCE NORTH 90°00'00" WEST, 282.41 FEET; THENCE NORTH 00°29'21" WEST, 22.74 FEET; THENCE NORTH 89°35'14" EAST, 14.02 FEET; THENCE NORTH 00°32'04" WEST, 43.41 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT B, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF POMPANO PARK PLACE (SW 3RD STREET/RACE TRACK ROAD); THENCE NORTH 89°34'58" EAST ALONG SAID NORTH LINE OF TRACT B AND SAID SOUTH RIGHT OF WAY LINE, 281.98 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND SITUATED IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 18,826 SQUARE FEET (0.432 ACRES) MORE OR LESS.



**LOCATION MAP:**  
NOT TO SCALE

**SURVEY NOTES:**

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS LB #6860.
3. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING ALONG THE NORTH LINE OF TRACT B, ARVIDA POMPANO PARK, AS RECORDED IN PLAT BOOK 137, ON PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LINE BEARS NORTH 89°34'58" EAST .
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 80' OR SMALLER .

**CERTIFICATION:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JANUARY 28, 2025 MEETS THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
CONSULTING ENGINEERS



Digitally signed  
by DONALD A  
SPICER  
Date:  
2025.11.19  
16:41:54-05'00'

DONALD A. SPICER  
PROFESSIONAL SURVEYOR AND MAPPER  
REGISTRATION NO. 4677  
STATE OF FLORIDA  
(FOR THE FIRM)

**SKETCH & DESCRIPTION**

DRAINAGE EASEMENT

A PORTION OF TRACT B,  
ARVIDA POMPANO PARK,  
PLAT BOOK 137, PAGE 33, B.C.R.

CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 10230.35 SK&D-DRAINAGE EASEMENT.dwg

DATE 01/28/25

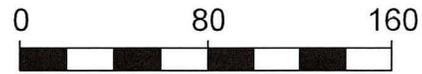
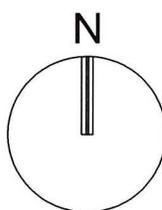
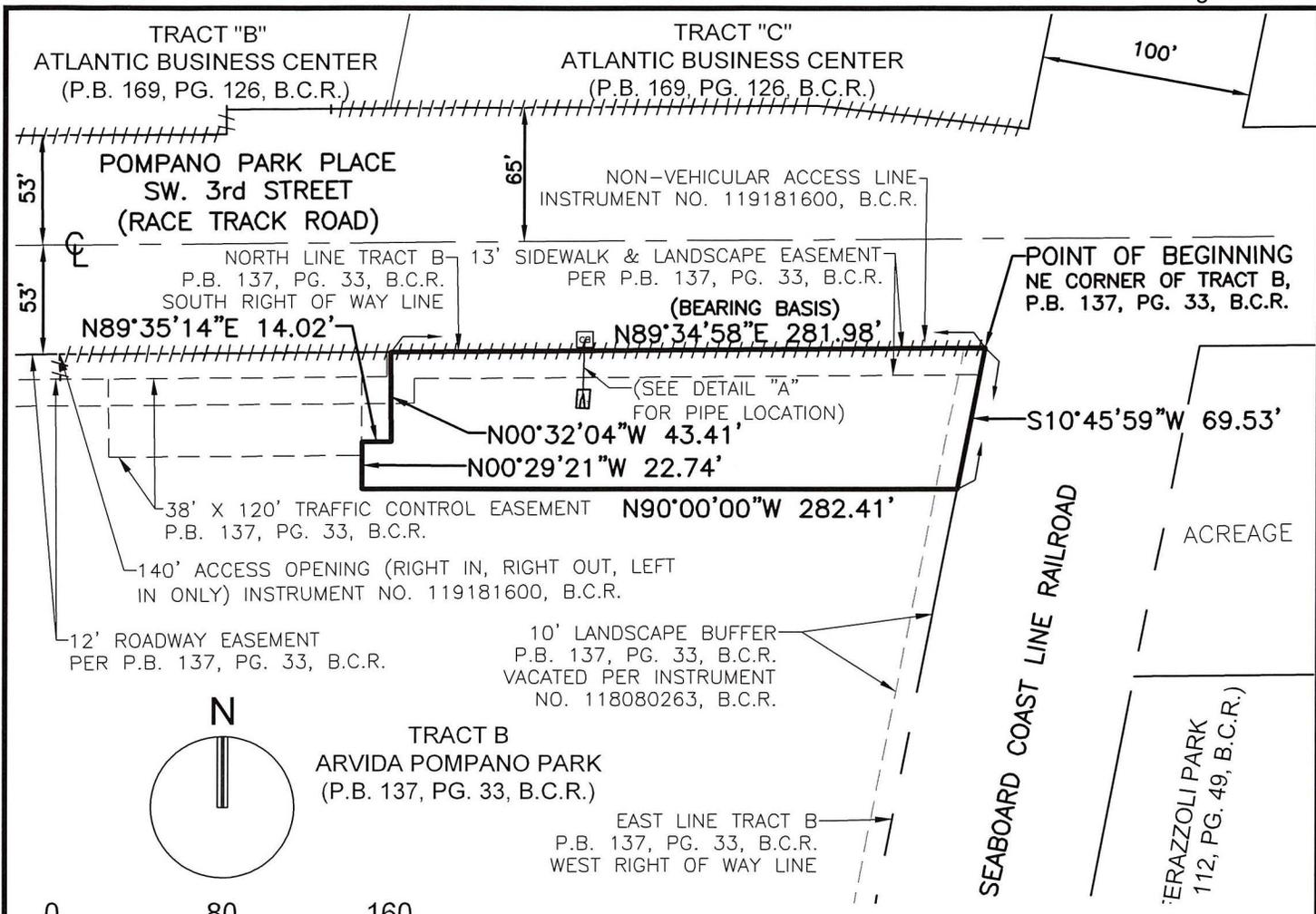
SCALE AS SHOWN

FIELD BK. N/A

DWNG. BY ZPB

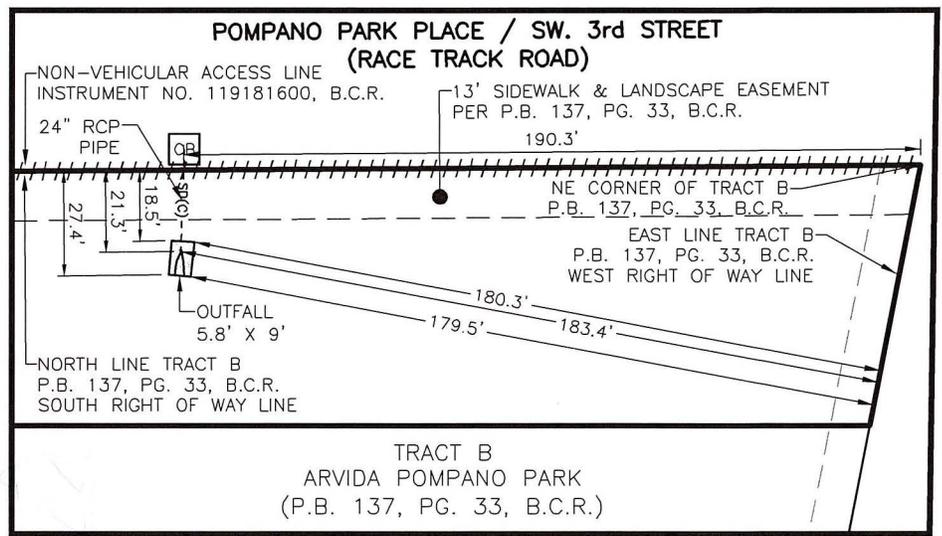
CHK. BY DAS

DATE	REVISIONS
10/21/25	REV. BNDY.
11/06/25	REV. BNDY.
11/19/25	COMMENTS



**LEGEND:**

- B.C.R. BROWARD COUNTY RECORDS
- BK. BOOK
- BNDY. BOUNDARY
- CHK. CHECKED
- DWNG. DRAWING
- LB. LICENSED BUSINESS
- N/A. NOT APPLICABLE
- NE. NORTHEAST
- NO. NUMBER
- P.B. PLAT BOOK
- PG. PAGE
- RCP. REINFORCED CONCRETE PIPE
- REV. REVISED
- SW. SOUTHWEST
- CB. CATCH BASIN
- CL. CENTERLINE
- ### NON-VEHICULAR ACCESS LINE



**DETAIL "A":  
NOT-TO-SCALE**

<b>SKETCH &amp; DESCRIPTION</b>	
DRAINAGE EASEMENT	
A PORTION OF TRACT B, ARVIDA POMPANO PARK, PLAT BOOK 137, PAGE 33, B.C.R.	
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA	

**KEITH**

301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 10230.35 SK&D-DRAINAGE EASEMENT.dwg

DATE	<u>01/28/25</u>	DATE	REVISIONS
SCALE	<u>AS SHOWN</u>	10/21/25	REV. BNDY.
FIELD BK.	<u>N/A</u>	11/06/25	REV. BNDY.
DWNG. BY	<u>ZPB</u>	11/19/25	COMMENTS
CHK. BY	<u>DAS</u>		

Broward County Engineering Division  
Right of Way Section  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

- PD-2025-05
- Right of way approved - Public R/W
- Right of way approved - Private Road

By: Jorge Sobrino Date: 11-20-25  
Sánchez