

EASEMENT AGREEMENT

**This Instrument Prepared by
and after recording return to:**

Keith M. Poliakoff, Esq.
Government Law Group
200 South Andrews Avenue, Suite 601
Fort Lauderdale, Florida 33301

Folio Numbers: 4942-10-00-0083
4942-10-13-0012

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Easement Agreement”), is made on this ____ day of _____, 2026, by POLIAKOFF BECKER & STREITFELD LLP, a Florida limited liability partnership (“Grantor”), whose mailing address is 14601 Marvin Lane, Southwest Ranches, Florida 33330, 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, successors, and assigns).

W I T N E S S E T H:

WHEREAS, 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”).

WHEREAS, Grantee desires perpetual, non-exclusive easements on, over, along, across, under, and through the Easement Area, as defined in Section 2, to access, construct, install, inspect, test, operate, maintain, repair, rebuild, relocate, and replace (i) drainage facilities servicing the Property and adjacent properties, and other appropriate purposes incidental thereto, as Grantee may deem necessary from time to time, and (ii) water mains, wastewater force mains, reclaimed water mains, and/or 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 the Property and/or other properties, which may or may not abut or be contiguous to the easement, and other appropriate purposes incidental thereto (collectively, the "Easements").

WHEREAS, Grantor is willing to grant the Easements 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 other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

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

2. **Grant of Easements.** Grantor hereby grants and conveys to Grantee, its licensees, agents, independent contractors, successors, and assigns, (i) the Easements on, over, along, across, under, and through a portion of the Property, as more particularly described in **Exhibit "B"**, attached hereto and made a part hereof, together with any incidental or necessary appurtenances thereto ("Easement Area"), and (ii) the right of ingress and egress on, over, across, and through the Property for the purpose of accessing the Easement Area.

3. **Grantor's 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 Easements. Grantor agrees that no obstructions that would restrict Grantee's use of the Easement Area, including without limitation, improvements, trees, landscaping or utilities, may be placed in the Easement Area by Grantor or any other easement holder without Grantee's prior written consent.

4. **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.

5. **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.

6. **Jurisdiction, Venue.** 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.

7. **Counterparts.** This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which, taken together, shall constitute one and the same 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.

(Signature and Acknowledgement on the following page)

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

GRANTOR:

WITNESSES:

POLIAKOFF, BECKER & STREITFELD
LLP, a Florida limited liability partnership

Signature of Witness 1

By: _____

Name: _____

Title: _____

Print Name of Witness 1

Address: _____

Signature of Witness 2

Print Name of Witness 2

Address: _____

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

The foregoing Easement Agreement was acknowledged before me, by means of
☐ physical presence or ☐ online notarization, this ____ day of _____,
2026, by _____, as _____ of POLIAKOFF, BECKER
& STREITFELD LLP, a Florida limited liability partnership, on behalf of said limited liability
partnership, who (check one) [☐] is personally known to me or [☐] has produced a valid
_____ as identification.

[Notary Seal]

Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

Property
Legal Description

PARCEL 1

A PORTION OF PARCELS "G" & "H", AND A PORTION OF THAT CERTAIN 60 FOOT ROAD RIGHT OF WAY (N.E. 1ST WAY), NOW VACATED, AS SHOWN ON THE PLAT OF "PINE CREST ISLES", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL A, DON L. CLYMER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH $61^{\circ}06'44''$ EAST, ALONG A RADIAL LINE 5.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH ANDREWS AVENUE, ALSO BEING A POINT ON A CURVE TO THE RIGHT AND THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID CURVE AND RIGHT OF WAY LINE, HAVING A RADIUS OF 1855.08 FEET, THROUGH A CENTRAL ANGLE OF $04^{\circ}58'44''$ AND AN ARC DISTANCE OF 161.20 FEET; THENCE SOUTH $62^{\circ}36'03''$ EAST, 168.94 FEET; THENCE NORTH $90^{\circ}00'00''$ EAST, 224.71 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CANAL, AS SHOWN ON SAID PINE CREST ISLES; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO COURSES; (1) SOUTH $00^{\circ}12'30''$ EAST, 98.83 FEET TO A POINT ON A CURVE TO THE LEFT, A RADIAL LINE FROM SAID POINT BEARS NORTH $89^{\circ}47'32''$ EAST; (2) SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE $44^{\circ}57'30''$ AND AN ARC DISTANCE OF 19.62 FEET; THENCE SOUTH $44^{\circ}49'16''$ WEST, 104.75 FEET, THENCE SOUTH $59^{\circ}03'29''$ WEST, 81.65 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH $61^{\circ}06'44''$ WEST, ALONG THE NORTH LINE OF SAID PARCEL "A", 365.94 FEET TO THE POINT OF BEGINNING.

PARCEL 2

A PORTION OF LAND LYING WITHIN THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 10, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA, ALSO BEING A PORTION OF THAT PARTICULAR ROAD RIGHT OF WAY OF NORTH ANDREWS AVENUE AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD (I-95) 9, BROWARD COUNTY, FLORIDA (SECTION 86070-2413).

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL A, DON L. CLYMER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, ON PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 62°36'03" WEST ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 49.68 FEET; THENCE NORTH 41°33'43" EAST, A DISTANCE OF 93.64 FEET; THENCE NORTH 56°31'59" EAST, A DISTANCE OF 47.16 FEET; THENCE NORTH 42°19'51" EAST, A DISTANCE OF 27.56 FEET; THENCE NORTH 84°59'52" EAST, A DISTANCE OF 4.36 FEET TO A POINT ON A CURVE TO THE LEFT, SAID CURVE ALSO BEING THE ORIGINAL WESTERLY LINE OF PARCEL "G", PINE CREST ISLES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT HAVING A RADIAL BEARING FROM SAID POINT OF SOUTH 57°38'13" EAST AND A RADIUS OF 1860.08 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 04°57'51" AND AN ARC DISTANCE OF 161.16 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

PARCEL 3

A PORTION OF LAND LYING WITHIN PARCEL "G", "PINE CREST ISLES" AND A PORTION OF THAT CERTAIN 60-FOOT RIGHT OF WAY (N.E. 1ST WAY), NOW VACATED, AS SHOWN ON "PINE CREST ISLES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL A, DON L. CLYMER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, ON PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID CORNER BEING ON A CIRCULAR CURVE TO THE RIGHT WITH A RADIAL LINE THROUGH SAID POINT BEARS NORTH 62°36'03" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1,860.08 FEET, THROUGH A CENTRAL ANGLE OF 4°57'51" AND AN ARC DISTANCE OF 161.16 FEET TO A NON-TANGENT LINE; THENCE NORTH 84°59'52" EAST, 0.08 FEET; THENCE SOUTH 62°36'03" EAST, 4.95 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF NORTH ANDREWS AVENUE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8019, PAGE 278, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT BEING ON A CIRCULAR CURVE TO THE LEFT, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 57°37'19" WEST, THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1855.08 FEET, THROUGH A CENTRAL ANGLE OF 4°58'44" AND AN ARC DISTANCE OF 161.20 FEET, TO THE NORTH LINE OF SAID PARCEL A; THENCE ALONG SAID NORTH LINE, NORTH 62°36'03" WEST, 5.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

EXHIBIT "B"

Easement Area
Legal Description and Sketch

PARCEL 1

A PORTION OF LAND LYING WITHIN THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 10, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA, ALSO BEING A PORTION OF THAT PARTICULAR ROAD RIGHT OF WAY OF NORTH ANDREWS AVENUE AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD (I-95) 9, BROWARD COUNTY, FLORIDA (SECTION 86070-2413).

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL A, DON L. CLYMER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, ON PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 62°36'03" WEST ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 49.68 FEET; THENCE NORTH 41°33'43" EAST, A DISTANCE OF 93.64 FEET; THENCE NORTH 56°31'59" EAST, A DISTANCE OF 47.16 FEET; THENCE NORTH 42°19'51" EAST, A DISTANCE OF 27.56 FEET; THENCE NORTH 84°59'52" EAST, A DISTANCE OF 4.36 FEET TO A POINT ON A CURVE TO THE LEFT, SAID CURVE ALSO BEING THE ORIGINAL WESTERLY LINE OF PARCEL "G", PINE CREST ISLES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT HAVING A RADIAL BEARING FROM SAID POINT OF SOUTH 57°38'13" EAST AND A RADIUS OF 1860.08 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 04°57'51" AND AN ARC DISTANCE OF 161.16 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

PARCEL 2

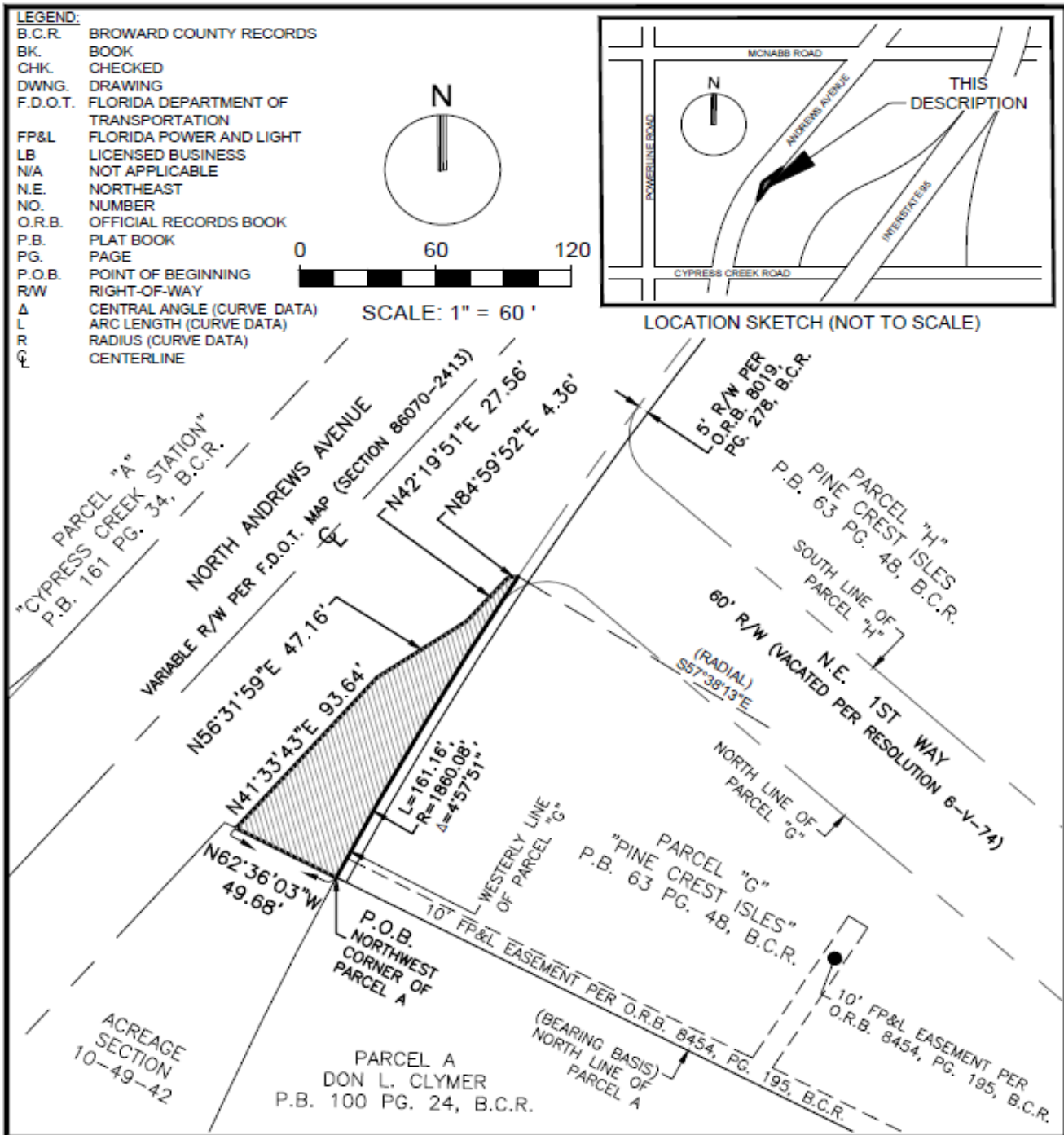
A PORTION OF LAND LYING WITHIN PARCEL "G", "PINE CREST ISLES" AND A PORTION OF THAT CERTAIN 60-FOOT RIGHT OF WAY (N.E. 1ST WAY), NOW VACATED, AS SHOWN ON "PINE CREST ISLES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

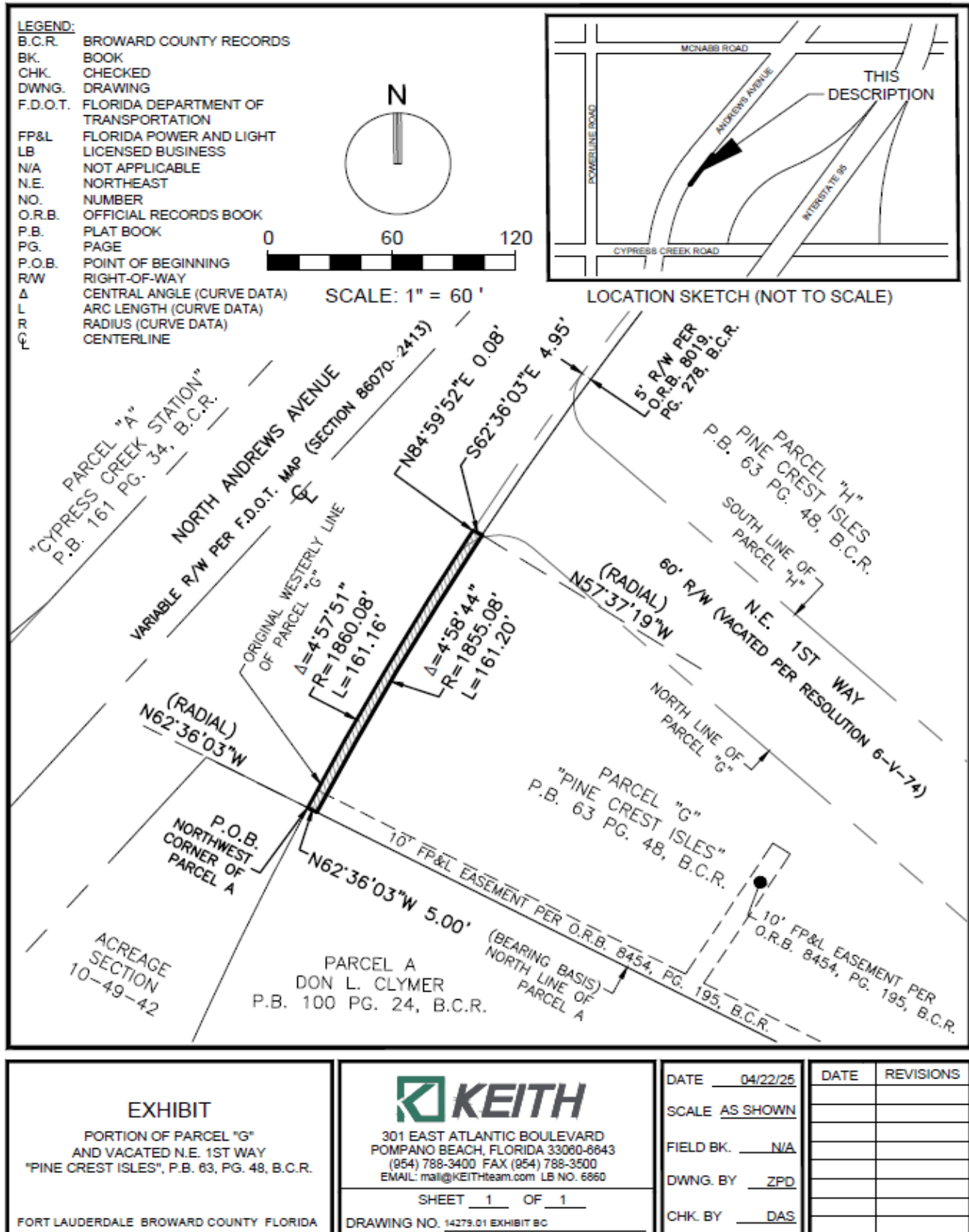
BEGINNING AT THE NORTHWEST CORNER OF PARCEL A, DON L. CLYMER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, ON PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID CORNER BEING ON A CIRCULAR CURVE TO THE RIGHT WITH A RADIAL LINE THROUGH SAID POINT BEARS NORTH 62°36'03" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1,860.08 FEET, THROUGH A CENTRAL ANGLE OF 4°57'51" AND AN ARC DISTANCE OF 161.16 FEET TO A NON-TANGENT LINE; THENCE NORTH 84°59'52" EAST, 0.08 FEET; THENCE SOUTH 62°36'03" EAST, 4.95 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF NORTH ANDREWS AVENUE, AS DESCRIBED IN OFFICIAL

RECORDS BOOK 8019, PAGE 278, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT BEING ON A CIRCULAR CURVE TO THE LEFT, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 57°37'19" WEST, THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1855.08 FEET, THROUGH A CENTRAL ANGLE OF 4°58'44" AND AN ARC DISTANCE OF 161.20 FEET, TO THE NORTH LINE OF SAID PARCEL A; THENCE ALONG SAID NORTH LINE, NORTH 62°36'03" WEST, 5.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.



<div>EXHIBIT</div> <div>A PORTION OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 49 SOUTH, RANGE 42 EAST, IN BROWARD COUNTY, FLORIDA</div> <div>FORT LAUDERDALE BROWARD COUNTY FLORIDA</div>	<div> KEITH</div> <div>301 EAST ATLANTIC BOULEVARD POMPAHO BEACH, FLORIDA 33060-6643 (954) 788-3400 FAX (954) 788-3500 EMAIL: mail@KEITHteam.com LB NO. 6660</div> <div>SHEET 1 OF 1</div> <div>DRAWING NO.14279.01 EXHIBIT FDOT</div>	DATE 04/22/25	DATE	REVISIONS
		SCALE AS SHOWN		
		FIELD BK. NONE		
		DWNG. BY Z.P.B.		
		CHK. BY D.S.		



EXHIBIT

PORTION OF PARCEL "G"
AND VACATED N.E. 1ST WAY
"PINE CREST ISLES", P.B. 63, PG. 48, B.C.R.

FORT LAUDERDALE BROWARD COUNTY FLORIDA



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

SHEET 1 OF 1

DRAWING NO. 14279.01 EXHIBIT BC

DATE 04/22/25

SCALE AS SHOWN

FIELD BK. N/A

DWNG. BY ZPD

CHK. BY DAS

DATE REVISIONS
