

**Return to:**

City Clerk  
City of Pompano Beach, Florida  
100 W. Atlantic Blvd., 2<sup>nd</sup> Floor  
Pompano Beach, Florida 33060

**Prepared and Approved as to form by:**

James E. Saunders III, Asst. City Attorney  
Office of City Attorney  
100 W. Atlantic Blvd., Ste. 467  
Pompano Beach, Florida 33060

Folio Number: 4943 06 11 0500

**DRAINAGE EASEMENT AGREEMENT**

This Drainage Easement Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2023, (“Effective Date”) by 113 S RIVERSIDE LLC, whose office address is 660 S. Federal Highway, Tuite 103, Pompano Beach, Florida 33062 and ROYAL QUALITY HOMES OF FLORIDA LLC, whose office address is 3625 Park Central Boulevard N., Pompano Beach, Florida 33064, with full power and authority to protect, conserve, sell, lease, encumber or otherwise manage or dispose of the real property (“Grantor”), in favor of the CITY OF POMPANO BEACH, a Florida municipal (“Grantee”), whose address is 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060, collectively referred to as the “Parties,” and individually referred to as a “Party.”

(Wherever used the terms, “Grantor” and “Grantee” shall include heirs, legal representatives, successors, and assigns).

**RECITALS**

A. Grantors are the fee simple owners of the following property located in Broward County, Florida (the “Property”):

**See Exhibit A with accompanying sketch of description attached and made a part of this Agreement.**

B. Grantee desires a nonexclusive and perpetual easement over, across, under, and through the Easement Area defined in Section 2 to install, maintain, and repair a drainage outfall pipe and pump station, and other installations required to maintain their operations (“Easement”).

C. Grantors are willing to grant the Easement to Grantee under the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions, and the sum of Seventy-Five Thousand Dollars (**\$75,000.00**), and other good and valuable consideration, the sufficiency of which are acknowledged, Grantors declare as set forth below.

1. The recitals set forth above are true, accurate, and fully incorporated by reference.

2. Grantors, by this Agreement, give and grant to Grantee, its licensees, agents, independent contractors, and other authorized persons, a perpetual easement for underground drainage utility purposes, including the right to construct, maintain, repair, and remove such utilities in, across and under the area described and identified in **Exhibit A** attached and made a part of this Agreement (“Easement Area”) together with any incidental or necessary appurtenances. This Easement includes the right of ingress and egress over the Property and Easement Area.

3. Grantors agree 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 written consent.

4. Upon Grantors’ request, and at Grantors’ sole cost and expense, Grantee may relocate facilities placed in the Easement Area by Grantee to a mutually agreed upon location on the Property and restore the surface of the Easement Area to the same condition which existed prior to Grantee’s commencement of any such access, maintenance, or repair.

5. Grantors retain the right to engage in any activities on, over, 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 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 shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. Any person or entity that acquires interest in the Property shall be deemed to have notice of, and be bound by, the terms of this Easement.

8. This Agreement is entered into with the understanding that to the extent permitted by law, and subject to the limitations of Section 768.28, Florida Statutes, as amended, the Grantee agrees it will exercise its privileges under this Agreement and agrees to indemnify and save harmless Grantors, their successors and assigns, all liability, loss, costs, and expenses, including attorney's fees which may be sustained by Grantors, their successors and assigns, as to any person, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the negligence of the Grantee or its agents or employees or assigns, in the installation, operation or maintenance of any utility installed by Grantee or by Grantee's agents within the Easement Area. Grantee agrees to defend at its sole cost and expense and at no cost or expense to Grantors, their successors and assigns, any and all suits or actions instituted against Grantors for the imposition of such liability, loss, cost and expense not caused by the actions of Grantors, their successors and assigns, that arise out of the installation and operation of the drainage utility. Nothing in this Agreement shall constitute a waiver by the Grantee of the limits of sovereign immunity found in Section 768.28, Florida Statutes. This Agreement is granted with

the express condition that Grantors shall have no responsibility for improving or maintaining the utility installed within the Easement Area.

9. Grantors specially warrant the title that Grantors have the right to grant the Drainage Easement and Grantors will defend the same against the lawful claims of all persons claiming by or through it, that Grantors have good right and lawful authority to grant the above-described easement.

10. This Easement 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, and any action involving the enforcement or interpretation of any related rights, 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 shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.

11. Grantee, at its own expense, shall record this fully executed Easement in its entirety in the Official Records of Broward County, Florida.

12. Grantee agrees to remove and dispose at its sole cost and expense, all existing landscape located within the Easement Area, including obtaining applicable permits and approvals from each local authority having jurisdiction.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under his signature and certifies that he has the authority to execute this Instrument.

**GRANTORS**

**113 S RIVERSIDE LLC**

**Witness #1:**

Sheryl Visosky  
Signature

SHERYL VISOSKY  
Print Name of Witness

By [Signature]  
Raymond A. Karam, Jr, Manager

8 day of August, 2023

**Witness #2**

[Signature]  
Signature

James Nett  
Print Name of Witness

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 8 day of August, 2023, by RAYMOND A. KARAM, JR. as Manager of 113 S RIVERSIDE LLC, a Florida limited liability company on behalf of the company. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

LAETITIA MARRO  
(Name of Acknowledger Typed, Printed or Stamped)

08/04/2024  
Commission Number

IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under his signature and certifies that he has the authority to execute this Instrument.

**GRANTORS**

113 S RIVERSIDE LLC

Witness #1:

Sheril Visosky  
Signature

SHERIL VISOSKY  
Print Name of Witness

By [Signature]  
Leonard A. Karam, Manager

8 day of AUGUST, 2023

Witness #2

[Signature]  
Signature

James Nett  
Print Name of Witness

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 8 day of August, 2023, by LEONARD A. KARAM as Manager of 113 S RIVERSIDE LLC, a Florida limited liability company on behalf of the company. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

LAETITIA MARRO  
(Name of Acknowledger Typed, Printed or Stamped)

08/04/2024  
Commission Number

IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under her signature and certifies that she has the authority to execute this Instrument.

**GRANTORS**

**113 S RIVERSIDE LLC**

**Witness #1:**

Sheryl Visosky  
Signature

SHERYL VISOSKY  
Print Name of Witness

By Janet M. Karam  
Janet M. Karam, Manager

08 day of August, 2023

**Witness #2**

[Signature]  
Signature

James Nott  
Print Name of Witness

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by JANET M. KARAM as Manager of 113 S RIVERSIDE LLC, a Florida limited liability company on behalf of the company. She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

LAETITIA MARRO  
(Name of Acknowledger Typed, Printed or Stamped)

08/04/2024  
Commission Number

IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under her signature and certifies that she has the authority to execute this Instrument.

**GRANTORS**

**113 S RIVERSIDE LLC**

**Witness #1:**

Sheryl Visosky  
Signature

SHERYL VISOSKY  
Print Name of Witness

By Jane M. Karam  
Jane M. Karam, Manager

8 day of August, 2023

**Witness #2**

James Nutt  
Signature

James Nutt  
Print Name of Witness

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 8 day of August, 2023, by JANE M. KARAM as Manager of 113 S RIVERSIDE LLC, a Florida limited liability company on behalf of the company. She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Laetitia Marro  
NOTARY PUBLIC, STATE OF FLORIDA

LAETITIA MARRO  
(Name of Acknowledger Typed, Printed or Stamped)

08/04/2024  
Commission Number

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

**GRANTORS**

**ROYAL QUALITY HOMES OF  
FLORIDA LLC**

**Witness #1:**

Lgnul  
Signature

Lale Gunal  
Print Name of Witness

By [Signature]  
Tolga Adak, Manager and Member

7 day of August, 2023

**Witness #2**

[Signature]  
Signature

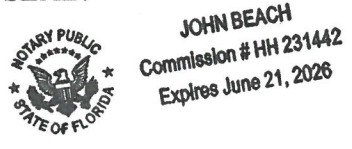
John. K. Tenis  
Print Name of Witness

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 7<sup>th</sup> day of August, 2023, by TOLGA ADAK as Manager and Member of ROYAL QUALITY HOMES OF FLORIDA LLC, a Florida limited liability company on behalf of the company. He/She is personally known to me or who has produced N/A. (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under her signature and certifies that she has the authority to execute this Instrument.

**GRANTORS**

**ROYAL QUALITY HOMES OF FLORIDA LLC**

**Witness #1:**

Signature [Signature]  
Print Name of Witness Late Goral

By [Signature]  
Mina Buyukhanli Fasce  
Manager and Member

7 day of August, 2023

**Witness #2**

Signature [Signature]  
Print Name of Witness John K. Teris

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 7<sup>th</sup> day of August, 2023, by MINA BUYUKHANLI FASCE as Manager and Member of ROYAL QUALITY HOMES OF FLORIDA LLC, a Florida limited liability company on behalf of the company. She is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
(Name of Acknowledger Typed, Printed or Stamped)  
Commission Number

IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under his signature and certifies that he has the authority to execute this Instrument.

**GRANTORS**

**ROYAL QUALITY HOMES OF  
FLORIDA LLC**

**Witness #1:**

Signature Manuel

Print Name of Witness Manuel Fasce

By Manuel Fasce  
Manuel Fasce, Manager

7 day of August, 2023

**Witness #2**

Signature John K. Teris

Print Name of Witness John K. Teris

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 7<sup>th</sup> day of August, 2023, by MANUEL FASCE as Manager of ROYAL QUALITY HOMES OF FLORIDA LLC, a Florida limited liability company on behalf of the company. He is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:



**JOHN BEACH**  
Commission # HH 231442  
Expires June 21, 2026

Signature John Beach  
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

IN WITNESS WHEREOF, the Grantee, the City of Pompano Beach, through its Board, signing by and through its Mayor or Vice-Mayor and City Manager, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, does accept this Easement Agreement and agrees to its terms.

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Rex Hardin, Mayor

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
Gregory P. Harrison, City Manager

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Attest:

\_\_\_\_\_  
Kervin Alfred, City Clerk

(SEAL)

Approved As To Form:

\_\_\_\_\_  
Mark E. Berman, City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **KERVIN ALFRED** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

JES:jm  
7/12/23  
L:agr/engr/2023-822



**LEGAL DESCRIPTION OF  
 5-FOOT' DRAINAGE EASEMENT**  
**LOT 7, BLOCK 5, LAKESIDE**  
**PLAT BOOK 21, PAGE 20, B.C.R.**  
 117 S. RIVERSIDE DRIVE  
 POMPANO BEACH, FL 33062  
 SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST

**LEGAL DESCRIPTION:**

A 5-FOOT DRAINAGE EASEMENT BEING A PORTION OF LOT 7, BLOCK 5, POMPANO BEACH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 5 FEET OF SAID LOT 7, BLOCK 5.

SAID EASEMENT SITUATE, LYING, AND BEING WITHIN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 750 SQUARE FEET, MORE OR LESS.

**NOTES:**

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL EMBOSSED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. IF THIS SURVEY HAS BEEN DELIVERED IN PORTABLE DOCUMENT FORMAT (PDF) AND DIGITALLY SIGNED AND SEALED, A VALID SERIAL NUMBER MUST BE PRESENT FOR THE SURVEY TO BE CONSIDERED VALID.
3. THIS LEGAL DESCRIPTION AND SKETCH DOES NOT REPRESENT A FIELD SURVEY. SURFACE IMPROVEMENTS ARE NOT SHOWN HEREON.
4. THIS IS NOT A SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON OR ATTACHED HERETO. THERE ARE NO MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.
5. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREON.

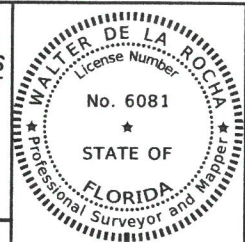
DATE: Jun 27, 2023 - 10:32am EST

FILE: F:\Draw\Chen Moore\2020\20-9055 South Riverside Dr - Pompano\01-Drawing\20-9055 DE.dwg

**CERTIFICATE:**

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by Walter De La Rocha  
 DN: cn=Walter De La Rocha, o=Stoner & Associates, Inc., ou=PSM 6081, email=Wdelarocha@stonersurveyors.com, c=US  
 Date: 2023.06.27 10:33:40 -04'00'



REVISIONS	DATE	BY

**Walter De La Rocha**

PROFESSIONAL SURVEYOR AND MAPPER NO. 6081-STATE OF FLORIDA

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC. COPYRIGHT © 2023

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
06.27.2023	WDLR	JDS/LAS	N/A

SHEET 1 OF 2

SKETCH NO. 20-9055 DE



**SKETCH OF DESCRIPTION**  
**5-FOOT' DRAINAGE EASEMENT**

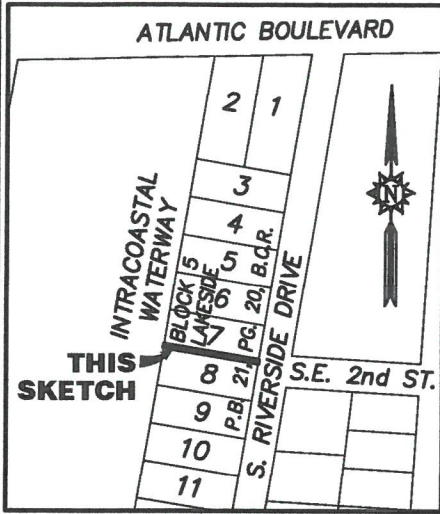
**LOT 7, BLOCK 5, LAKESIDE**  
**PLAT BOOK 21, PAGE 20, B.C.R.**

117 S. RIVERSIDE DRIVE  
 POMPANO BEACH, FL 33062  
 SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST

**LEGEND:**

- B.C.R. .... BROWARD COUNTY RECORDS
- ⊕ ..... CENTERLINE
- LB ..... LICENSED BUSINESS
- (P) ..... DATA PER PLAT
- P.B. .... PLAT BOOK
- PG. .... PAGE
- R/W ..... RIGHT OF WAY

**NOTE:**  
 SEE SHEET 1 OF 2 FOR THE LEGAL DESCRIPTION  
 OF THE SKETCH GRAPHICALLY SHOWN HEREON.



**LOCATION MAP**  
 NOT TO SCALE



SCALE: 1" = 30'

