

**Prepared by and Return to:**

Robert B. Lochrie III, Esq.  
Lochrie & Chakas, P.A.  
1401 E. Broward Boulevard, Suite 303  
Ft. Lauderdale, FL 33301

THE SPACE ABOVE IS RESERVED FOR RECORDING PURPOSES

**PEDESTRIAN INGRESS AND EGRESS EASEMENT FOR  
1333 S. OCEAN BOULEVARD (WEST PARCEL)**

**THIS PEDESTRIAN INGRESS AND EGRESS EASEMENT FOR 1333 S. OCEAN BOULEVARD (WEST PARCEL)** (this "Easement") is granted this \_\_\_\_ day of \_\_\_\_\_, 2017 by **CRP/AR Oceanside Owner, L.L.C.**, a Delaware limited liability company, having a principal address of 1001 Pennsylvania Avenue NW, Washington, DC 20004 ("Grantor"), to the **CITY OF POMPANO BEACH**, a Florida municipal corporation, having an address at 100 West Atlantic Boulevard, Pompano Beach, FL 33301 ("Grantee" or "City").

**W I T N E S S E T H:**

- A. Grantor is the fee title owner of that certain parcel of real property more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
- B. On July 14, 2015, Grantee adopted Ordinance No. 2015-63 ("Rezoning Ordinance"), which approved the rezoning of the Property to Planned Development Infill ("PDI").
- C. As part of the approval process for the Rezoning Ordinance, Grantor's predecessor in interest WH Pompano, LP, elected, at their sole discretion, to convey a non-exclusive pedestrian ingress and egress easement over and across a portion of Grantor's Property more particularly described in **Exhibit "B"** attached hereto (the "Easement Area") to provide pedestrian access from South Ocean Boulevard (A1A) to the Spanish River waterway overlook on the northwest corner of the Property.
- D. Grantor desires to grant and create, pursuant to the terms and conditions hereinafter set forth, and Grantee has agreed to accept, a perpetual non-exclusive easement in favor of the general public for pedestrian ingress and egress over and across the Easement Area.

**NOW THEREFORE**, for Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

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

2. Grant of Easement. Grantor hereby grants and conveys to Grantee, a non-exclusive perpetual public pedestrian ingress and egress easement (“Accessway”) over and across the Easement Area for pedestrian only access to and from South Ocean Boulevard (A1A) and the Spanish River waterway, subject to the rights reserved by Grantor, as outlined below, and subject to the improvements shown on the Site Plan approved by the City’s Planning and Zoning Board on August 24, 2016 as Planning and Zoning case number 16-1200030 as the same may be amended from time to time (“Site Plan”). The Easement Area shall be accessible to the public as provided in this paragraph, with the understanding that Grantor shall have the right to prohibit the public’s access to the Easement Area between sunset and sunrise. Grantor’s closure of the Easement Area to the public between sunset and sunrise shall not affect the municipality’s right to enforce all applicable laws as outlined in Section 5 below. Grantor shall also have the right to temporarily close the Easement Area for safety reasons as outlined in Section 4 below for maintenance and repair. Grantor hereby covenants with Grantee that Grantor is lawfully seized of fee simple title to the Easement Area and that Grantor hereby fully warrants and defends the title to this area hereby granted and conveyed against the lawful claims of all persons whomsoever.

3. Construction of Accessway. Grantor shall design and construct the Accessway, at its expense, within the Easement Area, in accordance with the Site Plan

4. Maintenance and Repair. Grantor shall be responsible for maintaining the Accessway and Easement Area, at its expense, in a state of good repair and condition and neat and reasonably attractive manner. In the event the Accessway is damaged or destroyed in part or in whole, Grantor shall repair and restore same to the original condition. It is understood that Grantor may, from time to time, in the course of its maintenance and operational activities, temporarily restrict the public’s use of the Easement Area.

5. Security and Compliance with Laws. Grantor shall have no obligation to provide security with respect to or over any portion of the Easement Area. All persons entering the Easement Area shall enter at their own risk. Grantee shall enforce all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations for which it has the authority to enforce.

6. Reservation of Rights. Grantor hereby reserves all rights of ownership in and to the Accessway and Easement Area which are not inconsistent with this Easement, including, without limitation: (i) the right to grant further non-exclusive easements on, over, under and/or across the Easement Area (i.e., utility, access, etc.) which are not inconsistent with the purpose of this Easement; and (ii) the exclusive right, subject to Grantee’s rights, to restore, to design, build, furnish and maintain any and all improvements located within and adjacent to the Easement Area and as shown on the Site Plan.

7. Successors and Assigns. This Easement shall be binding upon the successors and assigns of the Grantor and Grantee, and the fee owner(s) from time to time of the Easement Area and the Property, or both. Grantor’s rights and obligations hereunder may be assigned in writing to a condominium, homeowners’ or property owners’ association, or any other entity to be established by Grantor for the Property in which event Grantor shall have no further rights or obligations hereunder; provided however, that such entity accepts, consents and agrees to the assignment and to be bound by the terms of this Easement

8. Amendments. This Easement may not be amended, modified or terminated except by written instrument executed by all of the then fee owner(s) of the Easement Area and the City. Modifications or amendments shall be recorded in the Public Records of Broward County, Florida.

9. Governing Law: This Easement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.

10. Recordation. Upon execution and delivery, this Easement shall be recorded in the public records of Broward County, Florida.

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[Signatures begin on next page]

**GRANTEE**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** 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

**WITNESSES:**

[Witness Signature]

*[Handwritten Signature]*

[Witness print/type name]

Robert Hall

[Witness Signature]

*[Handwritten Signature]*

[Witness print/type name]

Bobby Anderson

**CRP/AR Oceanside Owner, L.L.C.**, a Delaware limited liability company

By: CRP/AR Oceanside Venture, L.L.C., a Delaware limited liability company

By: Broadstone Pompano Beach Investor, LLC, a Delaware limited liability company, its administrative member

By: Broadstone Pompano Beach Alliance, LLC, a Delaware limited liability company, its manager

By: *[Handwritten Signature]*  
Mike Ging, Member

**ACKNOWLEDGEMENT**

STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 2017 by Mike Ging, as member of Broadstone Pompano Beach Alliance, LLC He is personally known to me or has produced \_\_\_\_\_ as identification and did / did not (circle one) take an oath.



MELANIE ANNE HOFFMANN  
Commission # GG 109615  
Expires May 30, 2021  
Bonded Thru Budget Notary Services

Signature of Notary  
Notary Public, State of Florida

*[Handwritten Signature]*

Printed Name

Melanie Hoffmann

My Commission Expires:

5/30/21

APPROVED AS TO FORM:

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Asst. City Attorney, City of Pompano

**JOINDER, CONSENT and SUBORDINATION BY MORTGAGEE/LIENHOLDER**

THIS INDENTURE, made this 16 day of August, 2017 by and between:

**Santander Bank, N.A.**  
(hereinafter "MORTGAGEE",)

and

THE CITY OF POMPANO BEACH,  
of the County of Broward, State of Florida (hereinafter "CITY").

**WITNESSETH:**

That MORTGAGEE, the holder of those certain mortgages executed by CRP/AR Oceanside Owner, L.L.C., a Delaware limited liability company dated August 2017 recorded as Instrument Number 114554519 of the Public Records of Broward County, Florida, being in the principal sum of \$46,700,000 in consideration of Ten Dollars (\$10.00) and other good and valuable considerations received from CITY, consents to and subordinates the lien of its mortgage in the foregoing Declaration Regarding Maintenance Obligation

IN WITNESS OF THE FOREGOING, the Mortgagee has set Mortgagee's hand and seal the day and year first written above.

**WITNESSES:**  
Ashley Amaya  
[Witness Signature]  
Ashley Amaya  
[Witness print/type name]

**MORTGAGEE:**  
Santander Bank, N.A.  
By: [Signature]  
Benjamin Flanders, Senior Vice President

[Signature]  
[Witness Signature]  
Genny Martinez  
[Witness print/type name]

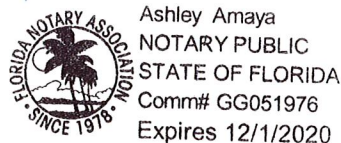
**ACKNOWLEDGMENT**

STATE OF Florida  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2017 by Benjamin Flanders, as Senior Vice President of SANTANDER BANK, N.A., Mortgagee. He is [ ] personally known to me or [ X ] has produced FL/DL as identification.

My Commission Expires:  
12/01/2020

Ashley Amaya  
Signature, Notary Public  
Printed Name: Ashley Amaya



**EXHIBIT "A"**

**PROPERTY**

Parcel B of Ocean Land Pompano Beach Resort, according to the Plat thereof, as recorded in Plat Book 178, at Page 127, of the Public Records of Broward County, Florida.

**EXHIBIT "B"**

**EASEMENT AREA**



# COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011  
 DAVIE, FLORIDA 33314  
 CERTIFICATE OF AUTHORIZATION : LB # 6448  
 PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 2876-99

CLIENT :

ALLIANCE RESIDENTIAL

## LAND DESCRIPTION AND SKETCH

LEGAL DESCRIPTION: (EASEMENT AREA)

A PORTION OF PARCEL B OF "OCEAN LAND POMPANO BEACH RESORT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, AT PAGE 127, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL B;

THENCE NORTH 89°33'52" EAST ALONG THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 12.69 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89°33'52" EAST ALONG THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 14.24 FEET;

THENCE SOUTH 16°48'59" EAST, A DISTANCE OF 10.30 FEET;

THENCE NORTH 89°37'04" EAST, A DISTANCE OF 374.92 FEET;

THENCE NORTH 45°34'14" EAST, A DISTANCE OF 4.42 FEET;

THENCE SOUTH 00°38'33" EAST ALONG THE EASTERLY LINE OF SAID PARCEL B, A DISTANCE OF 11.07 FEET;

THENCE SOUTH 89°37'04" WEST, A DISTANCE OF 362.41 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 88°43'16" AND AN ARC DISTANCE OF 15.48 FEET TO A POINT ON A NON-TANGENT LINE, A RADIAL LINE THROUGH SAID LINE BEARS SOUTH 89°06'12" EAST;

THENCE SOUTH 73°36'52" WEST, A DISTANCE OF 14.13 FEET;

THENCE NORTH 16°48'59" WEST, A DISTANCE OF 32.88 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	05/17/17	----	AM	REC
REVISED LAND DESCRIPTION & SKETCH	08/02/17	----	AM	REC

LAND DESCRIPTION  
& SKETCH FOR  
EASEMENT AREA

PROPERTY:  
BROADSTONE OCEANSIDE  
POMPANO BEACH, FLORIDA

SCALE: N/A

SHEET 1 OF 3

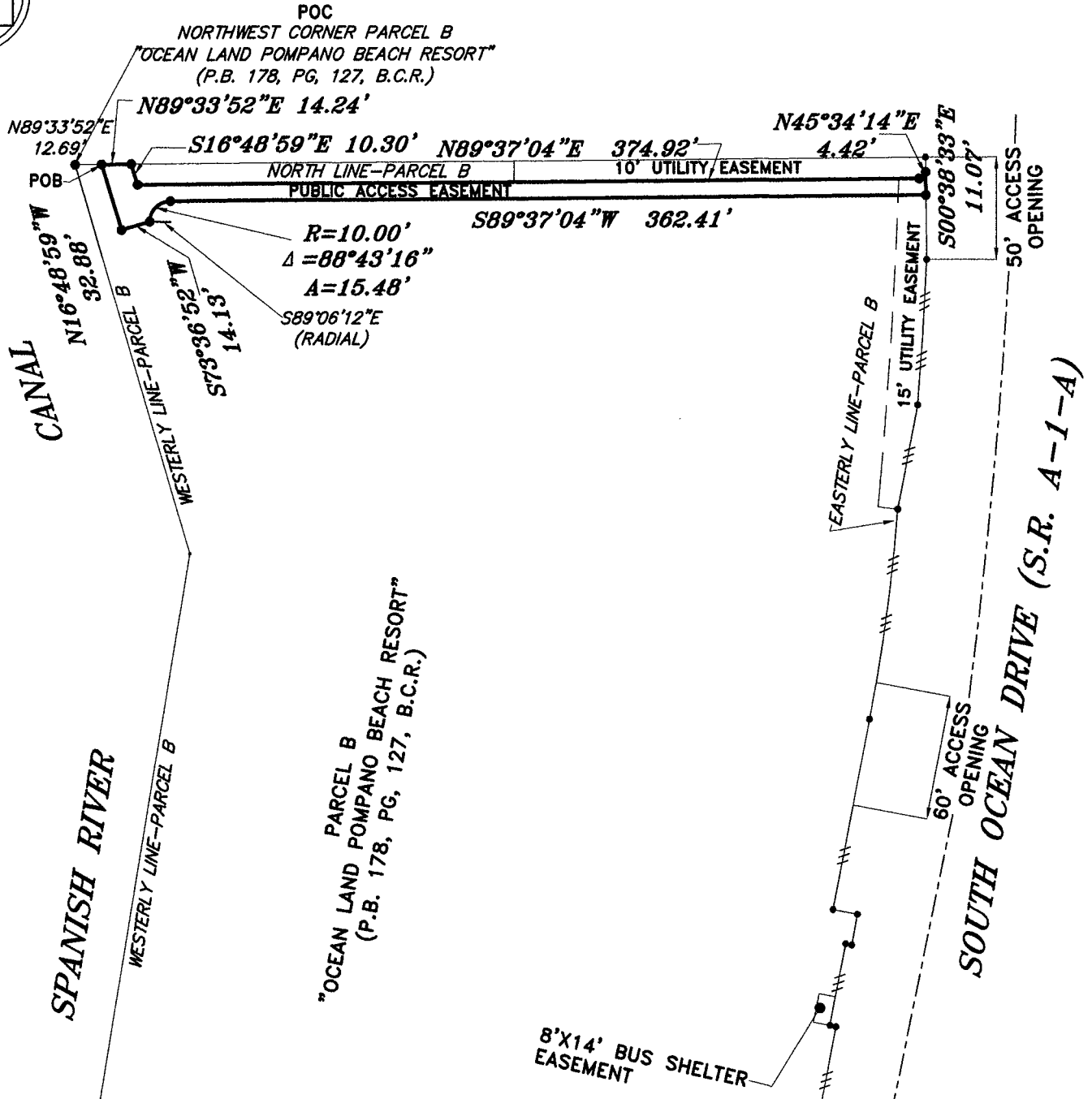
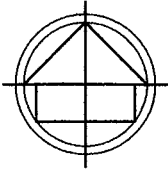
# COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011  
 DAVIE, FLORIDA 33314  
 CERTIFICATE OF AUTHORIZATION : LB # 6448  
 PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 2876-99

CLIENT :  
 ALLIANCE RESIDENTIAL



## LAND DESCRIPTION AND SKETCH

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	05/17/17	----	AM	REC
REVISED LAND DESCRIPTION & SKETCH	08/02/17	----	AM	REC

LAND DESCRIPTION  
 & SKETCH FOR  
 EASEMENT AREA

PROPERTY:  
 BROADSTONE OCEANSIDE  
 POMPANO BEACH, FLORIDA

SCALE: 1" = 70'

SHEET 2 OF 3

# COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011  
 DAVIE, FLORIDA 33314  
 CERTIFICATE OF AUTHORIZATION : LB # 6448  
 PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 2876-99

CLIENT :  
 ALLIANCE RESIDENTIAL

## LAND DESCRIPTION AND SKETCH

LEGEND:

CKD CHECKED BY  
 DWN DRAWN BY  
 FB/PG FIELD BOOK AND PAGE  
 POB POINT OF BEGINNING  
 POC POINT OF COMMENCEMENT  
 P.B. PLAT BOOK  
 POT POINT OF TERMINATION  
 B.C.R. BROWARD COUNTY RECORDS  
 R RADIUS  
 A ARC DISTANCE  
 Δ CENTRAL ANGLE

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF PARCEL B, "OCEAN LAND POMPANO BEACH RESORT", P.B. 178, PG. 127, B.C.R. SAID LINE BEARS S89°33'52"W.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION IN AUGUST, 2017. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: -----

RICHARD E. COUSINS  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA REGISTRATION NO. 4188

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	05/17/17	----	AM	REC
REVISED LAND DESCRIPTION & SKETCH	08/02/17	----	AM	REC

LAND DESCRIPTION  
 & SKETCH FOR  
 EASEMENT AREA

PROPERTY:  
 BROADSTONE OCEANSIDE  
 POMPANO BEACH, FLORIDA

SCALE: N/A

SHEET 3 OF 3