

MEMORANDUM

DATE: January 23, 2025

TO: South Broward Drainage District Commissioners

FROM: Luis Ochoa, P.E.
District Director

Subject: SBDD Resolution No. 2025-02 – Approval of Pembroke Rd Drainage Easement

Comments:

The Pembroke Road Expansion and Miramar Parkway Extension project is being constructed by the City of Miramar. One of the proposed drainage outfalls for the Pembroke Road expansion portion of the project outfalls into Lake Parcel 2 of the Pembroke Shores plat. The lakes described in the plat are dedicated to the SBDD. The City of Miramar (COM) and the City of Pembroke Pines (COPP) have requested a drainage easement over the proposed outfall.

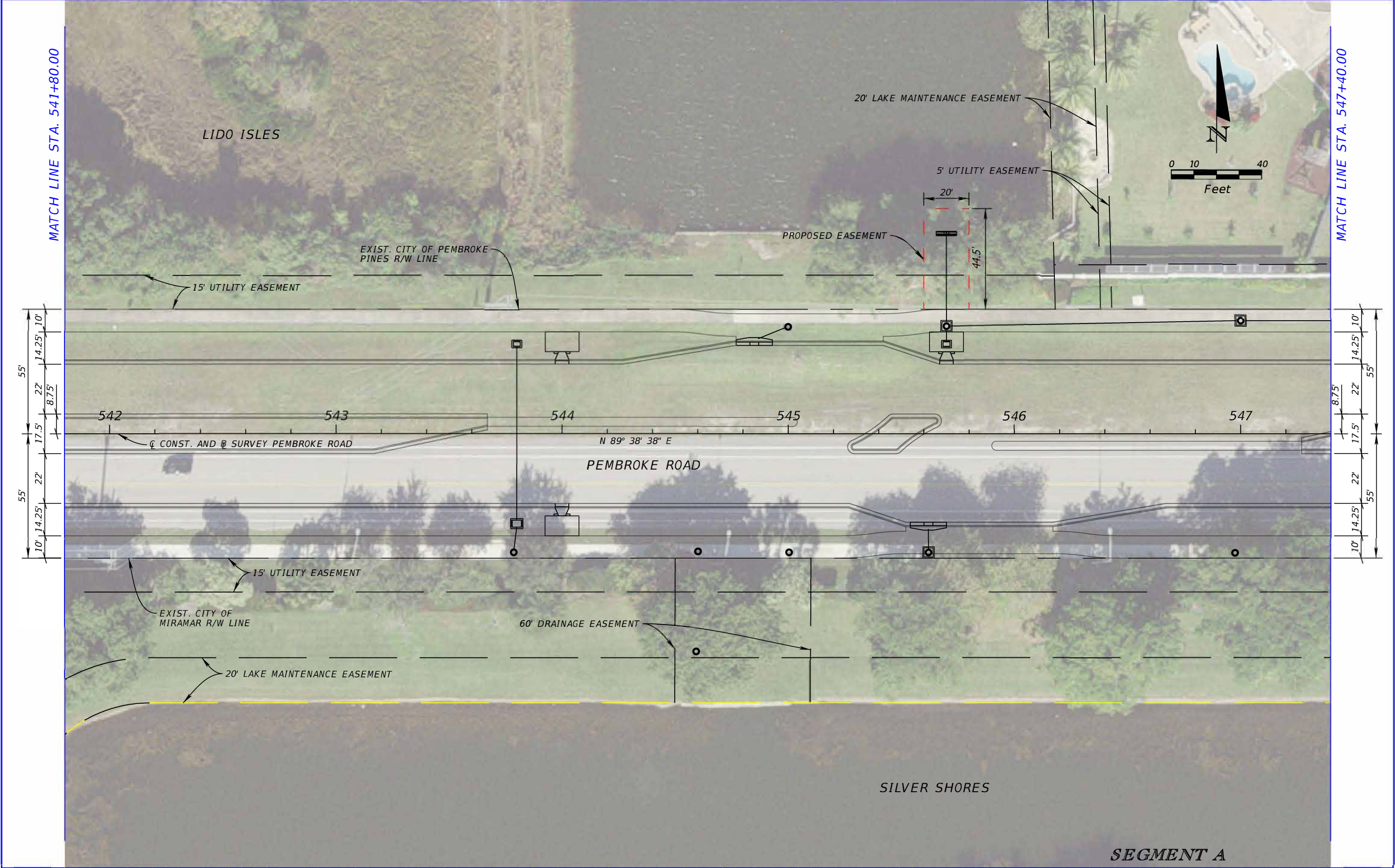
Proposed Resolution No. 2025-02 authorizes SBDD to dedicate a 20-foot Drainage Easement to the COM and the COPP. As outlined in the Drainage Easement, the Cities acknowledge that the COM and its successors and assigns shall be responsible for construction of all drainage facilities, and the COPP and its successors and assigns shall be responsible for the maintenance of all drainage facilities constructed within the Drainage Easement area.

SBDD staff has reviewed the request and have no objections to the dedication of the Drainage Easement.

Financial impacts to this Agenda Item: None.

This is to request approval of SBDD Resolution No. 2025-02 – Authorizing SBDD to dedicate a 20-foot Drainage Easement to the City of Miramar and the City of Pembroke Pines over the subject property for the Pembroke Road Expansion and Miramar Parkway Extension project.

LO
Attachment



REVISIONS		<div>Kimley»Horn</div> <div>Eric Regueiro, P.E. P.E. License No. 86211 1920 Wekiva Way, Suite 200 West Palm Beach, Florida 33411</div>	<div>MAP Broward</div> <div>Mobility Advancement Program Brought to you by the Penny For Transportation</div>	CITY OF MIRAMAR ENGINEERING & STRATEGIC DEVELOPMENT			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION			ROAD NAME	COUNTY	CITY PROJECT ID		81
						PEMBROKE ROAD	BROWARD	MIRA 001-004

SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION Nº 2025-02

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE SOUTH BROWARD DRAINAGE DISTRICT TO GRANT A 20-FOOT DRAINAGE EASEMENT TO THE CITY OF MIRAMAR AND CITY OF PEMBROKE PINES LOCATED ACROSS A PORTION OF PROPERTY OWNED BY SOUTH BROWARD DRAINAGE DISTRICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Broward Drainage District, hereinafter referred to as "District", is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, the Pembroke Road Expansion & Miramar Parkway Extension project identified as City of Miramar Project ID MIRA 001-004 ("Project") runs through portions of both the City of Miramar and the City of Pembroke Pines (hereinafter, collectively referred to as "Cities"); and

WHEREAS, as part of the Project, the drainage facilities will be constructed to provide drainage from the Pembroke Road Right-of-Way to the adjacent lake ("Drainage Facilities"); and

WHEREAS, both Cities seek a drainage easement from the District for the construction and maintenance of the Drainage Facilities. Said drainage easement is attached hereto as Exhibit "A" ("Drainage Easement"); and

WHEREAS, the legal description of said Drainage Easement is attached to said Drainage Easement as Exhibit "1" ("Subject Property"); and

WHEREAS, the Subject Property lies completely within the geographical boundaries of the District and is owned by the District and is further identified as part of Broward County Property Appraiser Property ID # 5140 1702 0070; and

WHEREAS, the City of Miramar, a Florida municipal corporation, is the responsible entity for the construction of the drainage facilities associated with the Pembroke Road Expansion & Miramar Parkway Extension project, and specifically that portion running through the Subject Property; and

WHEREAS, the City of Pembroke Pines, a Florida municipal corporation, is the responsible entity for the maintenance of the drainage facilities constructed within the Subject Property; and

WHEREAS, the District has determined that it would be beneficial for the District to grant the Drainage Easement to the City of Miramar and the City of Pembroke Pines; and

WHEREAS, a public hearing was held on the 30th day of January, 2025 at 9:00 A.M. at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the proposed Drainage Easement and authorizing the District to dedicate said Drainage Easement to the Cities;

NOW, THEREFORE, be it resolved by the Board of Commissioners of the South Broward Drainage District in meeting assembled that:

1. The foregoing statements are incorporated herein as if fully stated herein.
2. The granting of the Drainage Easement by the District to the City of Miramar

and the City of Pembroke Pines is approved.

3. The District's attorney and District Director are authorized and directed to submit the Drainage Easement to the City of Miramar and the City of Pembroke Pines for acknowledgement and execution.

4. The Drainage Easement shall be executed in the name of the District by the Chairperson of the District and countersigned and attested by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed thereto or reproduced thereof.

5. Upon execution of the Drainage Easement, the District's attorney and District Director are authorized and directed to record the Drainage Easement in the Broward County Public Records.

6. If any one or more of the covenants, agreements or provisions of this Resolution or the Drainage Easement shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution or the Drainage Easement.

7. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, the Chairperson of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has hereunto set his hand and the Secretary of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has caused to be set its seal.

ADOPTED AND DATED the _____ day of _____, 2025.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____

Attest:

Scott Hodges, Chairperson

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing Resolution No. 2025-02 was acknowledged before me this ____ day of _____, 2025 by SCOTT HODGES and ROBERT E. GOGGIN, IV as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 2025.

(NOTARY SEAL OR STAMP)

Notary Public - State of Florida at Large

EXHIBIT A

Prepared By and Return To:

South Broward Drainage District
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331
(954) 680-3337

Folio No: 514017020070

DRAINAGE EASEMENT {PEMBROKE ROAD EXPANSION}

THIS DRAINAGE EASEMENT is granted this ____ day of _____, 20____, by **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District" to **CITY OF MIRAMAR**, a Florida municipal corporation, whose address is 2200 Civic Center Place, Miramar, FL 33025, and **CITY OF PEMBROKE PINES**, a Florida municipal corporation, whose address is 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "Cities".

W I T N E S S E T H:

That the District, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, and convey:

(1) To the Cities, their successors and assigns, a perpetual and non-exclusive Drainage Easement for the construction and maintenance of drainage facilities, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real property described in Exhibit "1" attached hereto and made a part hereof ("Drainage Easement Area"), together with free ingress and egress across said Drainage Easement Area for the purpose of constructing, maintaining, and repairing the drainage system and appurtenances contained therein.

(2) The rights granted herein to the Cities may be released or modified by a written, recordable release or modification approved by the District and executed by the Cities.

(3) The Cities acknowledge that the City of Miramar and its successors and assigns shall be responsible for construction of all drainage facilities within the Drainage Easement Area, and the City of Pembroke Pines and its successors and assigns shall be responsible for the maintenance of all drainage facilities constructed within the Drainage Easement Area. The District shall have the right but not the obligation to maintain said drainage facilities.

(4) The Cities further acknowledge that in the event the District incurs any expenses in maintaining or repairing the drainage facilities within the Drainage Easement Area, City of Pembroke Pines and its successors and assigns shall reimburse District for said expenses including attorney's fees and costs to collect said expenses. However, before incurring any expenses, except in an emergency, District shall provide written notice to the City of Pembroke Pines at least five (5) working days prior to performing any work to maintain or repair said drainage facilities. During this period of time, the City of Pembroke Pines or its successors and assigns may perform the work proposed by District or notify District that they will perform said work to District's requirements.

(5) If any part of the Drainage Easement is found to be invalid, unconstitutional, or unenforceable by any court, such invalidity, unconstitutionality, or unenforceability shall not affect the other parts of this Drainage Easement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, the remaining provisions of this Drainage Easement shall be deemed to be separate, distinct, and independent provisions and such holding shall not affect the validity of the remaining portions hereof.

IN WITNESS WHEREOF, the District have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

"District"
(SOUTH BROWARD DRAINAGE DISTRICT)

Witness Signature

Witness Printed Name

By: Scott Hodges, Chairperson

Witness Address

Attest:

Witness Signature

Robert E. Goggin IV, Secretary

Witness Printed Name

(SEAL)

Witness Address

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Drainage Easement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____ by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida.

(NOTARY SEAL OR STAMP)

Notary Public - State of Florida at Large

Typed, Printed, or Stamped Name of Notary

They are __ Personally known OR __ Produced Identification

Type of Identification Produced: _____

IN WITNESS WHEREOF, the City acknowledges and accepts the dedication of this Drainage Easement and has caused these presents to be signed in its name by its proper officer, the day and year above written.

By: _____ (CITY STAFF NAME AND TITLE)

Witness #2 Address _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 2025, by _____ and _____, as _____ and _____, respectively, for City of Pembroke Pines. They are [] personally know to me, or [] produced _____ as identification.

Notary Public Signature

ACKNOWLEDGEMENT AN ACCEPTANCE BY CITY OF MIRAMAR

IN WITNESS WHEREOF, the City acknowledges and accepts the dedication of this Drainage Easement and has caused these presents to be signed in its name by its proper officer, the day and year above written.

By:_____ (CITY STAFF NAME AND TITLE)

By:_____ (CITY STAFF NAME AND TITLE)

Signed and sealed in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 2025, by _____ and _____, as _____ and _____, respectively, for the City of Miramar. They are [] personally know to me, or [] produced _____ as identification.

[NOTARY SEAL]

Notary Public Signature

LEGAL DESCRIPTION:

SHEET 1 OF 1

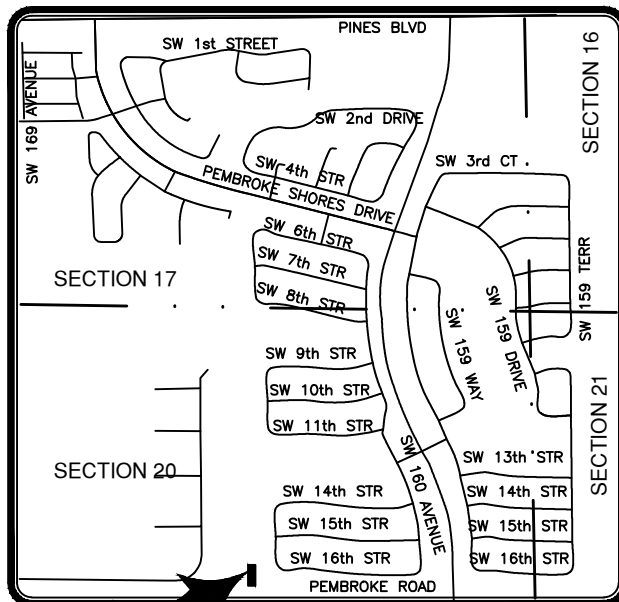
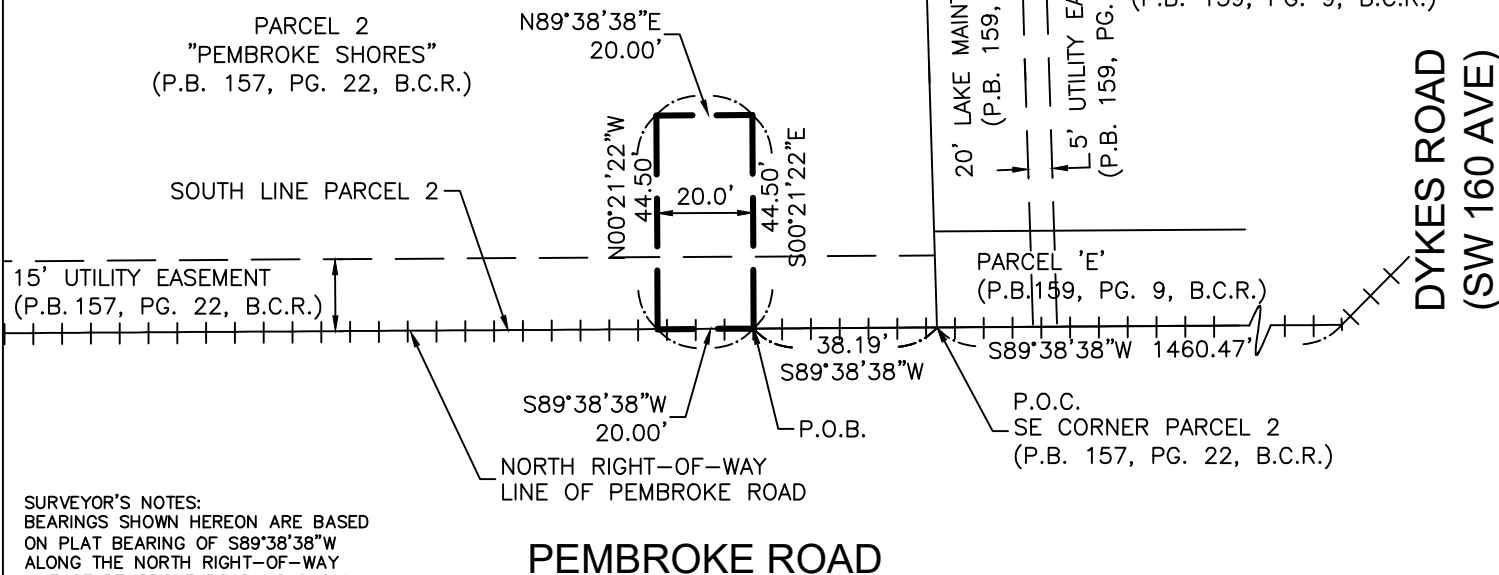
A PORTION OF PARCEL 2 PEMBROKE SHORES ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 157, PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL 2; THENCE ALONG SOUTH LINE OF SAID PARCEL 2 ALSO BEING A NORTH RIGHT-OF-WAY LINE OF PEMBROKE ROAD, SOUTH $89^{\circ}38'38''$ WEST 38.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE, SOUTH $89^{\circ}38'38''$ WEST 20.00 FEET; THENCE NORTH $00^{\circ}21'22''$ WEST 44.50 FEET; THENCE NORTH $89^{\circ}38'38''$ EAST 20.00 FEET; THENCE SOUTH $00^{\circ}21'22''$ EAST 44.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING 890 SQUARE FEET (0.020 ACRES) MORE OR LESS.

LEGEND & ABBREVIATIONS:

- P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
CL - CENTERLINE
N.T.S. - NOT TO SCALE
P.B. - PLAT BOOK
PG. - PAGE
B.C.R. - BROWARD COUNTY RECORDS
++++ - NON-VEHICULAR ACCESS LINE

SKETCH
LOCATIONTOWNSHIP 51 SOUTH, RANGE 40 E, SECTIONS 16, 17, 20, 21
LOCATION MAP
NOT TO SCALE

PEMBROKE ROAD

SKETCH & DESCRIPTION

THIS SKETCH DOES NOT
REPRESENT A BOUNDARY SURVEY

CERTIFIED TO:

CITY OF MIRAMAR PEMBROKE ROAD

No. 5857

MILLER LEGG
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDASouth Florida Office: 13680 NW 5th Street, Suite 200
Sunrise, Florida 33325
954-436-7000
www.millerlegg.com

I HEREBY CERTIFY THAT THIS SKETCH MEETS STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 402.027, FLORIDA STATUTES.
DATED: THIS 7th DAY OF NOVEMBER 2024 A.D.

Martin P. Rossi

MARTIN P. ROSSI

PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No. 5857
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
CERTIFICATE OF AUTHORIZATION: LB6680

PROJECT NO.

24-00350

FILE NO.

V-01

DATE REVISIONS DWN. CHK.

DRAWN BY: LP CHECKED BY: MR