

EXHIBIT "2"

Prepared by: Name: Dina + Kirk Robertson
Address: 7301 NW 39th Ave
Coconut Creek, FL 33073

Return to:
City Clerk, City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

Property appraiser's PIN: 4742 32 01 0174

UTILITY EASEMENT

(Water, Wastewater, and General Utilities)
(From a FL/Foreign Corp/LLC/Individual)

THIS UTILITY EASEMENT is made and entered into this 23 day of march, 2022 by and between Dina T. Kessarlis and Kirk Richardo Robertson , having a principal address of 7301 NW 39th Avenue, Unincorporated Broward County, Fl 33073, hereinafter called the Grantor, and the **CITY OF COCONUT CREEK**, a Florida municipal corporation, which has a post office address of 4800 West Copans Road, Coconut Creek, Florida 33063, hereinafter referred to as Grantee:

WITNESSETH:

1. Grantor is the owner of fee simple title to a parcel of real property generally located at 7301 NW 39th Avenue, Unincorporated Broward County in Broward County, Florida 33073 as more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof (hereinafter the "Property") and is in possession thereof.

2. That, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants unto the Grantee, its successors and assigns, forever, a perpetual utility easement more particularly described in Exhibit "B," attached hereto and by this reference made a part hereof, for water purposes, wastewater purposes and for any other utility purposes that the Grantee may deem necessary, granting unto said Grantee full and free right and authority to install, construct, operate, maintain, repair, replace and reconstruct any utilities, as well as ingress and egress as Grantee may deem necessary over, across, through, in and under the Property situate, lying and being in

3. Grantor shall not by its own actions, nor shall it permit another person or entity to undertake any actions in the easement which disturb or damage the utilities placed or maintained by the Grantee in the easement. Nor shall Grantor construct or permit to be constructed anything which may hinder the ability of the Grantee to repair or replace utilities in the easement or to access the utilities in the easement. Further, the easement shall not contain permanent improvements including but not limited to patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, trees, shrubs, hedges, plants and landscaping, except that utilities, public improvements and sod are allowed. Grantor shall be responsible for any losses, claims, damages or penalties resulting from its failure to comply with this obligation.

4. The Utility Easement shall commence on the date first written above and shall remain in full force and effect until Grantee has abandoned the use or improvements set forth herein.

5. In the event the surface of any Utility Easement or Property is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the time the utilities were installed by the Grantee, however Grantee shall not be responsible for replacing any structures, landscaping, decorative features or other improvements placed in or over the easement area in violation of the requirements of this easement.

6. Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

7. Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

8. Florida law shall apply to all disputes as to the interpretation and use of this Utility Easement; and venue for any legal action shall be exclusively in Broward County Circuit

IN WITNESS WHEREOF, GRANTOR, has caused this Utility Easement to be executed in its name, by its duly authorized officers, this 23 day of March, 2022



Print Name: Kirk Robertson
Date: 03/23/2022

GRANTORS:



Print Name: Dina Kessarlis
Date: 03/23/2022

Witness 1:



Christopher Rodriguez
(Print/type/stamp name of witness)

Witness 2:

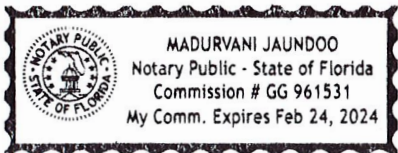


Eric Homer
(Print/type/stamp name of witness)

STATE OF FLORIDA

COUNTY OF BROWARD

THE FOREGOING UTILITY EASEMENT was acknowledged before me by means of physical presence or online notarization, this 23rd day of March, 2022 by Kirk Robertson & Dina Kessarlis, owners (name and title), of _____ (name of corporation/LLC), a _____ (state or place of original registration) corporation/LLC, who is personally known to me or has produced FLORIDA DRIVER LICENSE (type of ID), as identification.



Madvurani Jaundoo
Notary Public-State of FLORIDA

MADURVANI JAUNDOO
(Print/type/stamp name of Notary Public)

EXHIBIT A – Description of Property

Legal Description:

A portion of Tract 41, Block 83, Palm Beach Farms Company Plat No. 3, as recorded in Plat Book 2, pages 45 thru 54 of the Public Records of Palm Beach County, Florida; more particularly described as follows:

Commencing at the Southwest corner of said Tract 41; thence run on an assumed bearing of East 433.89 feet along the South line of said Tract 41 to the Point of Beginning; thence run N 0°30'00" W 220.00 feet to a point; thence run East 191.69 feet to a point on the East line of said Tract 41; thence run S 2°08'00" E 220.17 feet along said East line of Tract 41 to the Southeast corner of said Tract 41; thence run West 198.00 feet along said South line of Tract 41 to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

Location Map & Site Address:



Parcel ID:

4742 32 01 0174

Address:

7301 NW 39 AVENUE,
UNINCORPORATED FL 33073

SKETCH AND DESCRIPTION

DESCRIPTION:

A PORTION OF THE LANDS DESCRIBED IN QUITCLAIM DEED AS RECORDED IN INSTRUMENT NUMBER 113320948, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

QUITCLAIM DEED DESCRIPTION:

A PORTION OF TRACT 41, BLOCK 83, OF PALM BEACH FARMS CO. PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 41;
 THENCE RUN ON AN ASSUMED BEARING OF EAST 433.89 FEET ALONG THE SOUTH LINE OF SAID TRACT 41 TO THE POINT OF BEGINNING;
 THENCE RUN NORTH 00°30'00" WEST 220.00 FEET TO A POINT;
 THENCE RUN EAST 191.69 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 41;
 THENCE RUN SOUTH 02°08'00" EAST 220.17 FEET ALONG SAID EAST LINE OF TRACT 41 TO THE SOUTHEAST CORNER OF SAID TRACT 41;
 THENCE RUN WEST 198.00 FEET ALONG SAID SOUTH LINE OF TRACT 41 TO THE POINT OF BEGINNING;

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PORTION DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED QUITCLAIM DEED LANDS. SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE AFORESAID TRACT 41;
 THENCE SOUTH 90°00'00" WEST ALONG THE SOUTH LINE OF THE AFORESAID TRACT 41, A DISTANCE OF 6.00 FEET;
 THENCE NORTH 02°08'00" WEST, A DISTANCE OF 6.00 FEET;
 THENCE NORTH 90°00'00" EAST, A DISTANCE OF 6.00 FEET TO THE EAST LINE OF THE AFORESAID TRACT 41;
 THENCE SOUTH 02°08'00" EAST, ALONG SAID EAST LINE OF TRACT 41, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 36 SQUARE FEET MORE OR LESS.

SHEET 2 OF 2



**PAUL E. BREWER
& ASSOCIATES, INC.**
 12321 N.W. 35th Street
 Coral Springs, FL 33065
 PH: (954) 753-5210
 E-MAIL: brewer in@bellsouth.net

SCALE:	N/A	REVISIONS	DATE	BY	CKD	FB/PG
FB/PG:	N/A					
DRAWN BY:	W.D.K.					
CKD. BY:	<i>W.D.K.</i>					
JOB NO:	19-40					