

COMPOSITE EXHIBIT "1"

Prepared by: Sodl & Ingram PLLC
Name: Andrew M. Sodl, Esquire
Address: 233 E Bay Street, Suite 1113
Jacksonville, Florida 32202

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

Property appraiser's PIN: 4842 06 08 0010

UTILITY EASEMENT

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

THIS UTILITY EASEMENT is made and entered into this 9th day of November, 2022, by and between **CORAL CREEK R2G OWNER LLC**, a Delaware limited liability company which has its principal place of business 19 W 44th Street, Suite 1002, New York, NY 10036, 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 6630 N State Road 7, Coconut Creek, in Broward County, Florida, 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 over those portions of the Property more particularly described in **Exhibit "B,"** attached hereto and by this reference made a part hereof (the "**Easement Area**"), 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 portion of the Property comprising the Easement Area situate, lying and being in Broward County, Florida.

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 Area. 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 Area or to access the utilities in the Easement Area. 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. However, Grantor may use and occupy the Easement Area for any lawful purpose which does not unreasonably interfere with Grantee's use and enjoyment of the rights herein granted. Grantor shall be responsible for any losses, claims, damages or penalties resulting from its failure to comply with this obligation.

4. This 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 the Easement Area or any other portion of the 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 Utility Easement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Utility Easement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

7. To the extent permitted by law, Grantee will indemnify and hold harmless Grantor from and against all claims, demands, involving injury to person, property or otherwise, solely including direct costs and reasonable attorney's fees, arising from use of the easement by the Grantee, and its agents, employees, or contractors where same are directly caused by the negligent actions or omissions of the Grantee, its agents, employees, or contractors. Nothing herein shall waive the Grantee's sovereign immunity or any limitation of liability provided to the Grantee by law; nor shall anything included herein be construed as consent to be sued by any third parties in any matter arising herefrom.

8. Notices. Any notice permitted or required by this Utility Easement 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 on the first page of this Utility Easement, or to such other address designated in writing to the other parties.

9. 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 Court.

[Signatures to follow]

IN WITNESS WHEREOF, GRANTOR, has caused this Utility Easement to be executed in its name, by its duly authorized officers, this _____ day of _____, 202__.

GRANTOR:

CORAL CREEK R2G OWNER LLC, a Delaware limited liability company

By: **CORAL CREEK R2G REIT LLC**, a Delaware limited liability company, its Managing Member

BY: _____
Print Name: Raymond S Merik
Its: Chief Accounting Officer

Witness 1: [Signature]
LaShanna Harmon
(Print/type/stamp name of witness)

Witness 2: [Signature]
MARY ANN WINNEGA
(Print/type/stamp name of witness)

STATE OF Michigan
COUNTY OF Oakland

THE FOREGOING UTILITY EASEMENT was acknowledged before me by means of physical presence or online notarization, this 9th day of November, 2022 by Raymond S Merik, as the CHIEF ACCOUNTING OFFICER of CORAL CREEK R2G REIT LLC, a Delaware limited liability company, the Managing Member of CORAL CREEK R2G OWNER LLC, a Delaware limited liability company. He/she is personally known to me or has produced _____ (type of ID), as identification.

[Signature]
Notary Public-State of _____
MARY ANN WINNEGA
(Print/type/stamp name of Notary Public)

MARY ANN WINNEGA
Notary Public, State of Michigan
County Of Oakland
My Commission Expires 09-17-2023
Acting in the County of Oakland

(NP Seal)

Exhibit A

The Property

(See Attached)

PARCEL A, PARCEL B, PARCEL C, PARCEL D, PARCEL E, PARCEL F AND PARCEL G AS FOLLOWS:

PARCEL A:

All of Tract A, SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", according to the Plat thereof, as recorded in Plat Book 144, Page 33, of the Public Records of Broward County, Florida.

LESS THEREFROM A PORTION OF TRACT "A" DESCRIBED AS FOLLOWS:

COMMENCING at the Southwest corner of said Tract A; thence North 00° 47' 49" West along the Easterly right of way line of U.S. No. 441 (State Road 7), as shown on said SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", a distance of 20.00 feet to the POINT OF BEGINNING; thence continue North 00° 47' 49" West along said Easterly right of way line, a distance of 195.0 feet; thence North 89° 36' 20" East along a line 215.0 feet Northerly of and parallel with the South line of Tract "A" at said Southwest corner, a distance of 176.37 feet; thence South 0° 23' 40" East a distance of 195.0 feet; thence South 89° 36' 20" West along a line 20.00 feet Northerly of and parallel with said South line of said Tract "A" at said Southwest corner, a distance of 175.0 feet to the POINT OF BEGINNING.

ALSO LESS THEREFROM A PORTION OF TRACT "A" DESCRIBED AS FOLLOWS:

That parcel of land set forth in that Special Warranty Deed from Coral Creek Joint Venture, a Texas general partnership to Exxon Mobil Corporation, a New Jersey corporation, dated May 7, 2001, recorded May 10, 2001 in Official Records Book 31581, Page 873, being more particularly described as follows:

A parcel of land in Tract "A" of SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", as recorded in Plat Book 144, Page 33, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Southwest corner of Tract "A" of SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", as recorded in Plat Book 144, Page 33, of the Public Records of Broward County, Florida; thence North 0° 47' 49" West along the Easterly right-of-way line of U.S. No. 441 (State Road 7) as shown on said SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", a distance of 215.00 feet to the POINT OF BEGINNING; thence continue North 0° 47' 49" West along said Easterly right-of-way line, a distance of 40.04 feet; thence North 00° 45' 33" West along said Easterly right-of-way line, distance of 164.97 feet; thence North 89° 36' 20" East along a line 420.00 feet Northerly of and parallel with the South line of Tract "A" at said Southwest corner, a distance of 177.70 feet; thence South 0° 23' 40" East, a distance of 205.0 feet; thence South 89° 36' 20" West along a line 215.0 feet Northerly of and parallel with said South line of said Tract "A" at said Southwest corner, a distance of 176.37 feet to the POINT OF BEGINNING.

(CONTINUED)

PARCEL B:

A parcel of land lying in Section 6, Township 48 South, Range 42 East, City of Coconut Creek, Broward County, Florida, being a portion of Tract 64, in Block 85 of THE PALM BEACH FARMS CO. PLAT NO. 3, according to the Plat thereof, as recorded in Plat Book 2, at Page 53, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 6; thence run North 00° 56' 45" West along the West line of said Section 6, for 1949.72 feet to a point; thence run North 89° 03' 16" East for 123.92 feet to a point of intersection with the East right-of-way line of U.S. Highway No. 441 (State Road 7); thence run North 89° 36' 20" East for 214.48 feet to a point; thence run South 00° 23' 40" East for 30.00 feet to a point; thence run North 89° 36' 20" East for 494.46 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence run North 00° 24' 45" West for 285.03 feet to a point; thence run North 89° 36' 20" East for 76.41 feet to a point; thence run South 00° 24' 45" East for 285.03 feet to a point; thence run South 89° 36' 20" West for 76.41 feet to the POINT OF BEGINNING.

PARCEL C:

Non-exclusive easement set forth in Retention Right Agreement with the Broward County Expressway Authority, recorded June 7, 1989 in Official Records Book 16501, Page 93, of the Public Records of Broward County, Florida.

PARCEL D:

Drainage easement with the Broward County Expressway Authority, recorded June 7, 1989 in Official Records Book 16501, Page 99, of the Public Records of Broward County, Florida.

PARCEL E:

Non-exclusive ingress and egress easement pursuant to Easement Relocation Agreement, dated March 7, 1995, recorded April 17, 1995 in Official Records Book 23348, Page 88, as amended by Amendment To Easement Relocation Agreement, dated January 26, 1996, recorded January 26, 1996 in Official Records Book 24425, Page 36, of the Public Records of Broward County, Florida.

(CONTINUED)

PARCEL F:

Non-exclusive ingress and egress easement set forth in that Cross-Ingress/Egress Access Agreement with Alma Joint Venture, a Florida general partnership, recorded July 3, 1989 in Official Records Book 16571, Page 770, of the Public Records of Broward County, Florida.

PARCEL G:

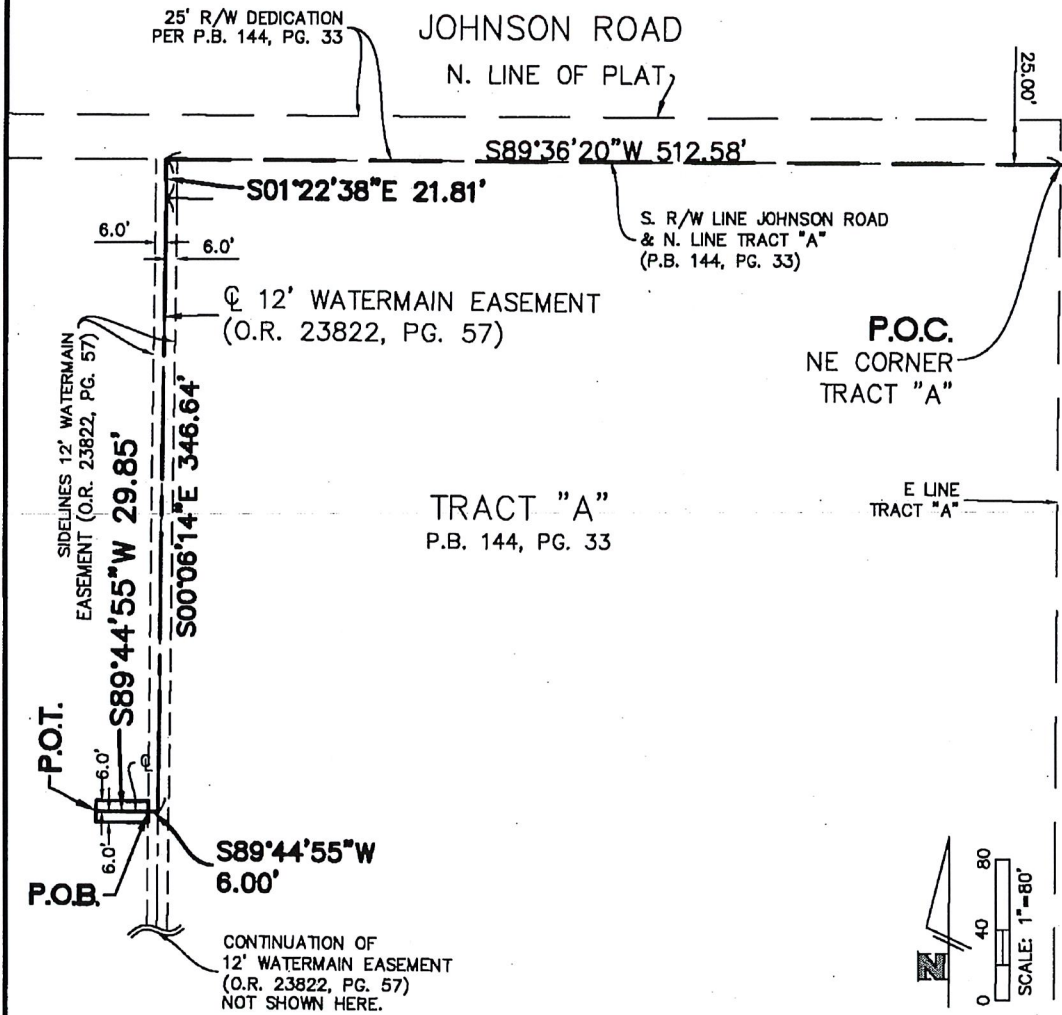
Non-exclusive drainage easement between Alma Joint Venture, a Florida general partnership and Johnson Square Associates, Ltd., a Florida limited partnership, recorded December 11, 1990 in Official Records Book 17981, Page 721, of the Public Records of Broward County, Florida.

Exhibit B

Legal Description of Easement Area

(See Attached)

**SKETCH AND LEGAL DESCRIPTION FOR A PORTION OF TRACT "A"
SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B" (P.B. 144, PG. 33)**



ABBREVIATIONS LEGEND

P.O.C. = POINT OF COMMENCEMENT	O.R. = OFFICIAL RECORDS BOOK
P.O.B. = POINT OF BEGINNING	PG. = PAGE
P.O.T. = POINT OF TERMINATION	LB = LICENSED BUSINESS
R/W = RIGHT OF WAY	P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
C/L OR C = CENTERLINE	
PL OR P = PROPERTY LINE	
P.B. = PLAT BOOK	

<p align="center"><i>WrightPSM, LLC</i> PROFESSIONAL SURVEYING AND MAPPING 1248 SE 12TH AVE DEERFIELD BEACH, FL 33441 (772) 538-1858 www.wrightpsm.com CERTIFICATE OF AUTHORIZATION NO. L.B.8186</p>	SCALE: 1"=80'	DATE: 08/02/2020
	JOB NO. 19-1013	PAGE 2 OF 2

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**SKETCH AND LEGAL DESCRIPTION FOR A PORTION OF TRACT "A"
SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B" (P.B. 144, PG. 33)**

LEGAL DESCRIPTION:

A PORTION OF TRACT "A" OF THE SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION "B", AS RECORDED IN PLAT BOOK 144 AT PAGE 33 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID PARCEL BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT "A", THENCE S89°36'20"W, ALONG THE SOUTH RIGHT OF WAY LINE OF JOHNSON ROAD AND THE NORTH LINE OF SAID TRACT "A", FOR A DISTANCE OF 299.62 FEET TO A POINT; THENCE RUN S00°23'40"E FOR A DISTANCE OF 24.00 FEET TO A POINT ON THE SOUTH LINE OF A 12' WIDE SANITARY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 23822, PAGE 57 AND THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED CENTERLINE; THENCE S56°36'43"W FOR A DISTANCE OF 195.24 FEET TO A POINT; THENCE RUN S41°02'59"W FOR A DISTANCE OF 99.83 FEET TO A REFERENCE POINT "A"; THENCE CONTINUE S41°02'59"W FOR A DISTANCE OF 12.06 FEET TO A **POINT OF TERMINATION** OF THE HEREIN CENTERLINE, WITH THE SIDE LINES OF SAID STRIP OF LAND LENGTHENED OR SHORTENED SO AS TO TERMINATE WITH THE INTERSECTION WITH THE SOUTH LINE OF SAID 12' SANITARY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 23822, PAGE 57.

TOGETHER WITH THE CENTERLINE CONTINUED, **BEGINNING** AT POINT "A"; THENCE RUN S86°16'13"W FOR A DISTANCE OF 20.89 FEET TO A **POINT OF TERMINATION** OF THE HEREIN DESCRIBED CENTERLINE.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE REFERENCED TO THE PLAT OF SAWGRASS PARK OF COMMERCE COMMERCIAL SECTION, PER P.B. 144, PG. 33.
2. NO TITLE SEARCH WAS PERFORMED BY THIS FIRM.
3. THIS EXHIBIT CONSISTS OF 2 PAGES. SURVEY IS NOT VALID WITHOUT ALL PAGES.
4. IF THIS EXHIBIT IS IN PAPER FORMAT, IT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
5. IF THIS EXHIBIT IS IN AN ELECTRONIC FORMAT, IT IS ONLY VALID IF IT CONTAINS AN ELECTRONIC SIGNATURE AS SPECIFIED IN CHAPTER 5J-17.062(3) OF THE FLORIDA ADMINISTRATIVE CODE.
6. THIS IS A SKETCH AND LEGAL DESCRIPTION EXHIBIT; ~~THIS IS NOT A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17, OF THE FLORIDA ADMINISTRATIVE CODE.~~

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY HAS BEEN MADE UNDER MY DIRECTION, AND COMPLIES WITH STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

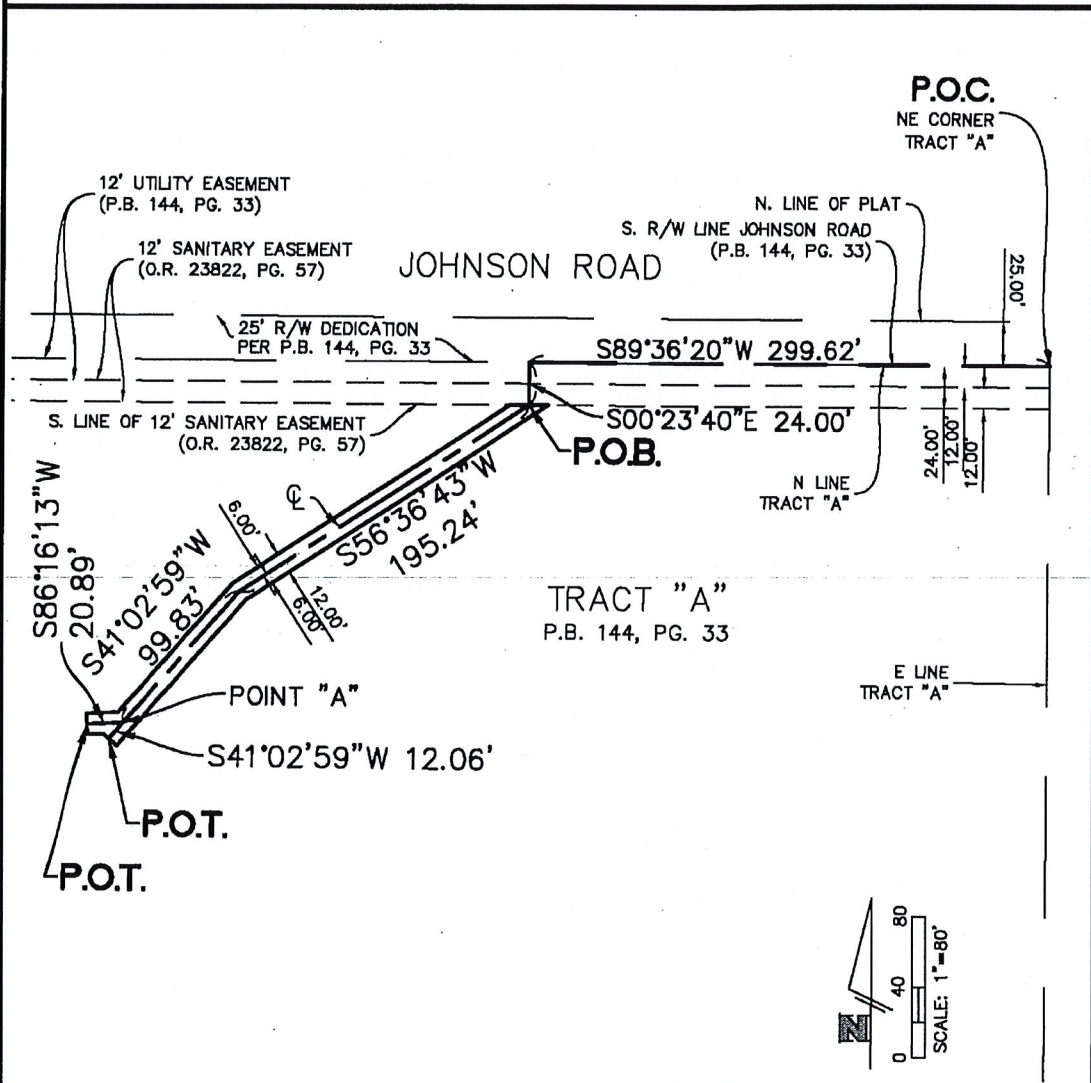
WILLIAM J WRIGHT, P.S.M.
LICENSE NO. 6868, STATE OF FLORIDA
ELECTRONIC VERSION OF THIS SURVEY SIGNED AND
SEALED BY WILLIAM J WRIGHT, P.S.M., ON DATE
SHOWN USING AN SHA-1 AUTHENTICATION CODE.
AUTHENTICATION CODE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.

PAPER COPIES OF THIS SURVEY NOT VALID WITHOUT
ORIGINAL INK SIGNATURE AND RAISED SEAL.

WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
1248 SE 12TH AVE DEERFIELD BEACH, FL 33441
(772) 538-1858 www.wrightpsm.com
CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE:	1"=80'	DATE:	08/02/2020
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