

COMPOSITE EXHIBIT "1"

Prepared by:  
Louis P. Archambault, Esq.  
Saul Ewing Arnstein & Lehr, LLP  
701 Brickell Avenue, 17th Floor  
Miami, FL 33131

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

Property appraiser's PIN: 484206-28-0020

**UTILITY EASEMENT**

(Water, Wastewater, and General Utilities)  
(From a FL LLC)

**THIS UTILITY EASEMENT** is made and entered into this 30<sup>th</sup> day of April, 2021, by and between **FR LYONS ROAD, LLC**, a Delaware Limited Liability Company, which has its principal place of business at c/o First Industrial Realty Trust, Inc., One North Wacker Drive, Suite 4200, Chicago, IL 60606; Attn: Chris Willson, 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 6301 Lyons Road, Coconut Creek, FL 33073, 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 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

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. 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. To the extent permitted by law, Grantee will indemnify and hold harmless Grantor from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easement by the Grantee, and its agents, employees, contractors, guests and invitees where such demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise are caused by the negligent actions or omissions of the Grantee, its agents, employees, contractors, guests or invitees. Nothing

herein shall waive the Grantee's sovereign immunity or any limitation of liability provided to the Grantee by law.

8. 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 above to 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 Easement; and venue for any legal action shall be exclusively in Broward County Circuit Court.

**[REMAINDER INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, GRANTOR, has caused this Utility Easement to be executed in its name, by its duly authorized officers, this 30<sup>th</sup> day of April, 2021.

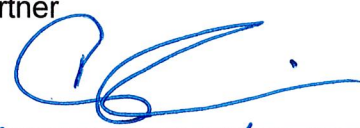
GRANTOR:

(Corp seal)

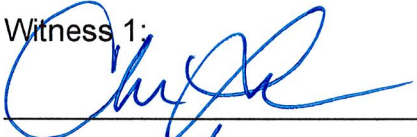
FR LYONS ROAD, LLC, a Delaware limited liability company

By: First Industrial, L.P., a Delaware limited partnership, its sole member

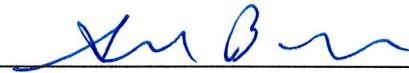
By: First Industrial Realty Trust, Inc., a Maryland corporation, its sole general partner

By:   
\_\_\_\_\_  
Chris Willson - Title  
Chris Willson - Print Name

Witness 1:

  
\_\_\_\_\_  
Chris Lawrence  
(Print/type/stamp name of witness)

Witness 2:

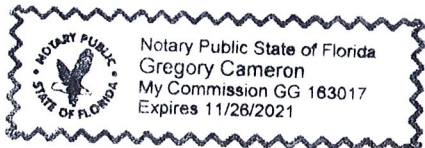
  
\_\_\_\_\_  
Scheen Beemer  
(Print/type/stamp name of witness)



STATE OF Florida

COUNTY OF Broward

THE FOREGOING UTILITY EASEMENT was acknowledged before me by means of  physical presence or  online notarization, this 30<sup>th</sup> day of April, 2021 by Chris Willson (name), SR Regional Director (title) of First Industrial Realty Trust, Inc., a Maryland corporation, sole general partner of First Industrial, L.P., a Delaware limited partnership, sole member of FR LYONS ROAD, 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  
Gregory Cameron  
\_\_\_\_\_  
(Print/type/stamp name of Notary Public)

## EXHIBIT "A"

### PROPERTY

A portion of Parcel "A" and Tract "GB-1", SPRINGS - MCKENZIE PLAT, according to the Plat thereof, as recorded in Plat Book 165, Page 7, of the Public Records of Broward County, Florida, more particularly described as follows:

Beginning at the Southeast corner of said Tract "GB-1"; thence S 89°37'06" W along the South line of said Plat, a distance of 648.00 feet to the Southwest corner of said Plat; thence N 00°24'54" W along the West line of said Plat, a distance of 503.77 feet; thence N 90°00'00" E, a distance of 487.66 feet; thence S 00°00'00" E, a distance of 99.76 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left having a radius of 24.33 feet, a central angle of 90° 00'00", an arc distance of 38.22 feet; thence N 90°00'00" E, a distance of 148.92 feet to a point of intersection with the East line of said Plat; thence S 00°24'54" E along said East line, a distance of 108.28 feet; thence S 06°25'40" W along the East line of said Tract "GB-1", a distance of 100.72 feet; thence S 00°24'54" E along the East line of said Tract "GB-1", a distance of 167.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Coconut Creek, Broward County, Florida.

Containing 307,113 Square Feet or 7.0503 Acres, More or Less.

**EXHIBIT "B"**  
**UTILITY EASEMENT**



**DESCRIPTION: UTILITY EASEMENT #1**

A PORTION OF PARCEL "A", SPRINGS - MCKENZIE PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165, PAGE 7 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE, ALONG THE SOUTH LINE OF SAID PARCEL "A", SOUTH 89°37'06" WEST, A DISTANCE OF 89.92 FEET TO POINT OF BEGINNING #1; THENCE, CONTINUING ALONG SAID SOUTH LINE, SOUTH 89°37'06" WEST, A DISTANCE OF 12.00 FEET; THENCE, DEPARTING SAID SOUTH LINE, NORTH 00°59'37" EAST, A DISTANCE OF 30.89 FEET; THENCE SOUTH 89°08'30" WEST, A DISTANCE OF 136.07 FEET; THENCE SOUTH 00°51'30" EAST, A DISTANCE OF 29.75 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH LINE OF PARCEL "A"; THENCE, ALONG SAID SOUTH LINE, SOUTH 89°37'06" WEST, A DISTANCE OF 12.00 FEET; THENCE, DEPARTING SAID SOUTH LINE, NORTH 00°51'30" WEST, A DISTANCE OF 29.65 FEET; THENCE SOUTH 89°08'30" WEST, A DISTANCE OF 105.86 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE 12 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 45025 AT PAGES 221 AND 229 OF SAID PUBLIC RECORDS; THENCE, ALONG SAID EAST LINE, NORTH 01°22'54" WEST, A DISTANCE OF 12.00 FEET TO POINT "A"; THENCE, DEPARTING SAID EAST LINE, NORTH 89°08'30" EAST, A DISTANCE OF 41.91 FEET; THENCE NORTH 00°32'43" EAST, A DISTANCE OF 31.91 FEET; THENCE SOUTH 89°27'17" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 00°32'43" WEST, A DISTANCE OF 31.61 FEET; THENCE NORTH 89°08'30" EAST, A DISTANCE OF 52.39 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 13.97 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 8.17 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 12.25 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 7.63 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 6.41 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 6.28 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 19.48 FEET; THENCE NORTH 89°08'30" EAST, A DISTANCE OF 131.66 FEET; THENCE NORTH 89°29'30" EAST, A DISTANCE OF 34.90 FEET; THENCE NORTH 47°13'22" EAST, A DISTANCE OF 11.67 FEET; THENCE NORTH 43°23'15" WEST, A DISTANCE OF 20.55 FEET; THENCE NORTH 46°36'45" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 43°23'15" EAST, A DISTANCE OF 32.68 FEET; THENCE SOUTH 47°13'22" WEST, A DISTANCE OF 28.44 FEET; THENCE SOUTH 89°29'30" WEST, A DISTANCE OF 33.68 FEET; THENCE SOUTH 00°59'37" WEST, A DISTANCE OF 30.95 FEET TO POINT OF BEGINNING #1.

CONTAINING 5,672 SQUARE FEET OR 0.1302 ACRES, MORE OR LESS.

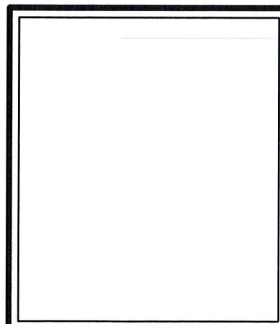
**DESCRIPTION: UTILITY EASEMENT #2**

A PORTION OF PARCEL "A", SPRINGS - MCKENZIE PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165, PAGE 7 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AFORESAID POINT "A"; THENCE NORTH 86°50'24" WEST, A DISTANCE OF 167.04 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID 12 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 45025 AT PAGES 221 AND 229 AND POINT OF BEGINNING #2; THENCE, ALONG SAID NORTH LINE, SOUTH 89°39'00" WEST, A DISTANCE OF 33.05 FEET; THENCE, DEPARTING SAID NORTH LINE, NORTH 00°00'00" EAST, A DISTANCE OF 19.65 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 7.62 FEET; THENCE NORTH 89°52'15" EAST, A DISTANCE OF 8.87 FEET; THENCE NORTH 00°51'42" WEST, A DISTANCE OF 317.87 FEET; THENCE SOUTH 89°06'40" WEST, A DISTANCE OF 71.90 FEET; THENCE NORTH 00°53'20" WEST, A DISTANCE OF 117.21 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 15.22 FEET TO A POINT OF INTERSECTION WITH WEST LINE OF SAID 12 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 45025 AT PAGES 221 AND 229; THENCE, ALONG SAID WEST LINE, SOUTH 00°01'22" EAST, A DISTANCE OF 12.00 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 90°00'00" WEST, A DISTANCE OF 3.04 FEET; THENCE SOUTH 00°53'20" EAST, A DISTANCE OF 93.02 FEET; THENCE NORTH 89°06'40" EAST, A DISTANCE OF 59.90 FEET; THENCE NORTH 89°30'44" EAST, A DISTANCE OF 314.11 FEET; THENCE NORTH 49°14'09" EAST, A DISTANCE OF 20.18 FEET; THENCE NORTH 43°09'19" WEST, A DISTANCE OF 6.65 FEET; THENCE NORTH 47°56'32" EAST, A DISTANCE OF 10.13 FEET; THENCE SOUTH 43°09'19" EAST, A DISTANCE OF 1.47 FEET; THENCE NORTH 49°14'09" EAST, A DISTANCE OF 25.55 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 12.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 11.61 FEET; THENCE NORTH 01°54'43" EAST, A DISTANCE OF 40.84 FEET; THENCE SOUTH 88°05'17" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 01°54'43" WEST, A DISTANCE OF 55.50 FEET; THENCE SOUTH 49°14'09" WEST, A DISTANCE OF 75.56 FEET; THENCE SOUTH 89°30'44" WEST, A DISTANCE OF 290.57 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 14.19 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 15.65 FEET; THENCE SOUTH 00°51'42" EAST, A DISTANCE OF 315.89 FEET TO POINT OF BEGINNING #2.

CONTAINING 12,322 SQUARE FEET OR 0.2829 ACRES, MORE OR LESS.



**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING - LAND PLANNING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	09/16/20
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	8281 12UE

**PARCEL "A" SPRINGS - MCKENZIE PLAT  
 UTILITY EASEMENTS  
 SKETCH OF DESCRIPTION**



EXHIBIT "B"

**NOTES:**

1. THIS SKETCH OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF PARCEL "A", SPRINGS - MCKENZIE PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165, PAGES 6 AND 7 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEARING N89°37'06"E.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**LEGEND:**

- ⊙ - DENOTES CENTERLINE
- BCR - DENOTES BROWARD COUNTY RECORDS
- ORB - DENOTES OFFICIAL RECORD BOOK
- PBCR - DENOTES PALM BEACH COUNTY RECORDS
- POB - DENOTES POINT OF BEGINNING
- POC - DENOTES POINT OF COMMENCEMENT
- U.E. - DENOTES UTILITY EASEMENT
- - DENOTES NON VEHICULAR ACCESS LINE
- NAL - DENOTES NON VEHICULAR ACCESS LINE

**CERTIFICATE:**

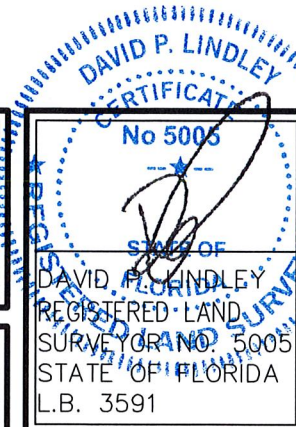
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON SEPTEMBER 16, 2020. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 2 OF 4



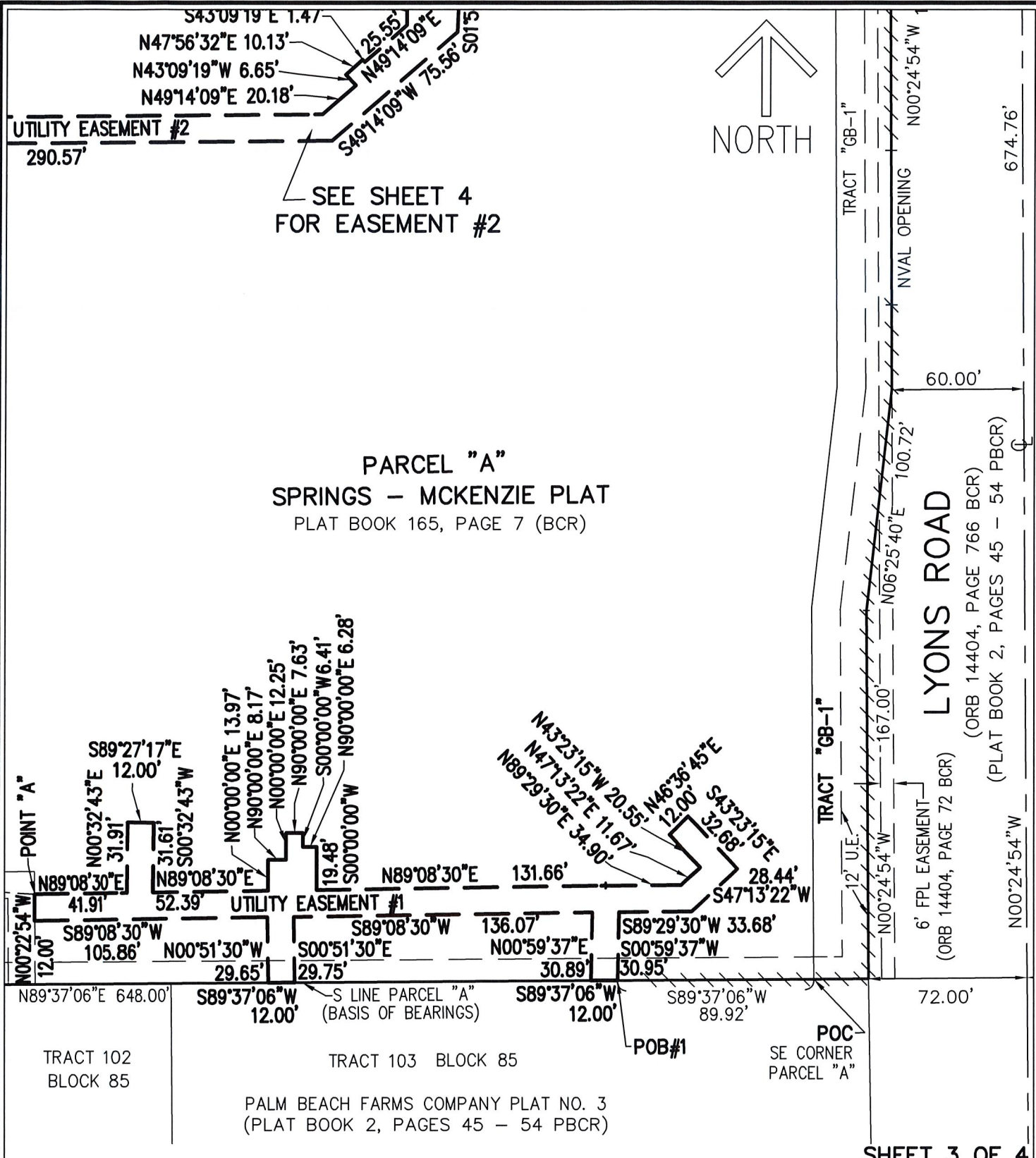
**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING - LAND PLANNING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	09/16/20
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	8281 12UE

**PARCEL "A" SPRINGS - MCKENZIE PLAT  
 UTILITY EASEMENTS  
 SKETCH OF DESCRIPTION**

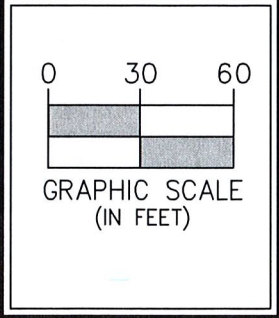


**PARCEL "A"**  
**SPRINGS - MCKENZIE PLAT**  
 PLAT BOOK 165, PAGE 7 (BCR)

**SHEET 3 OF 4**



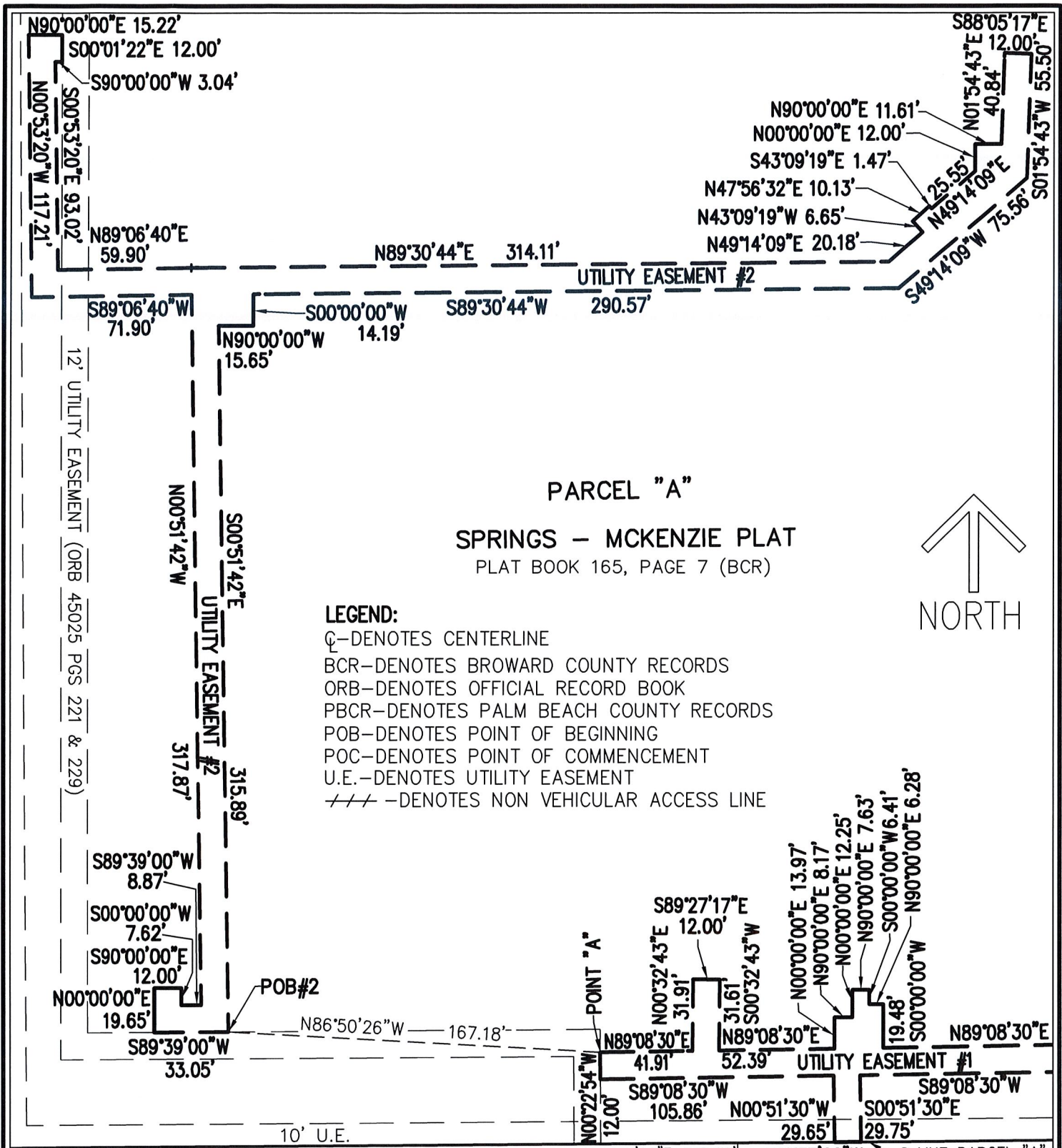
**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING - LAND PLANNING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	09/16/20
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	1"=60'
JOB NO.	8281 12UE

**PARCEL "A" SPRINGS - MCKENZIE PLAT**  
**UTILITY EASEMENTS**  
**SKETCH OF DESCRIPTION**





**PARCEL "A"**  
**SPRINGS - MCKENZIE PLAT**  
 PLAT BOOK 165, PAGE 7 (BCR)



**LEGEND:**

- ⊙ - DENOTES CENTERLINE
- BCR - DENOTES BROWARD COUNTY RECORDS
- ORB - DENOTES OFFICIAL RECORD BOOK
- PBCR - DENOTES PALM BEACH COUNTY RECORDS
- POB - DENOTES POINT OF BEGINNING
- POC - DENOTES POINT OF COMMENCEMENT
- U.E. - DENOTES UTILITY EASEMENT
- - DENOTES NON VEHICULAR ACCESS LINE

**SHEET 4 OF 4**

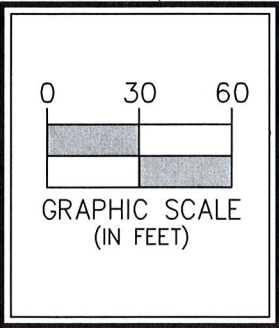
TRACT 102 BLOCK 85  
 PALM BEACH FARMS COMPANY PLAT NO. 3

N89°37'06"E 648.00'

S89°37'06"W 12.00'

S LINE PARCEL "A"  
 (BASIS OF BEARINGS)

**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING - LAND PLANNING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
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DATE	09/16/20
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	1"=60'
JOB NO.	8281 12UE

**PARCEL "A" SPRINGS - MCKENZIE PLAT**  
**UTILITY EASEMENT**  
**SKETCH OF DESCRIPTION**