

Prepared by: Name: Alexandrich & Associates, Inc.
Land Surveyors & Mappers
Address: 9771 Richmond Circle
Boca Raton, Fl 33434

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

Property appraiser's PIN: 484218150010

UTILITY EASEMENT

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

THIS UTILITY EASEMENT is made and entered into this 18 day of August, 2020, by and between VILLAGE SHOPPES OF COCONUT CREEK INVESTMENTS LLC, a Florida Limited Liability Company which has its principal place of business 2199 PONCE DE LEON BLVD STE 301 CORAL GABLES FL 33134-8777, 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 4670 N STATE ROAD 7, COCONUT CREEK [city], 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, and provided, however, that Grantor reserves the right to use and enjoy the easement area (including, without limitation, the right to grant to others additional easement rights or interests within the easement area) so long as such use does not interfere with the rights and privileges conveyed herein to Grantee. 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. The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

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, 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 18th day of August, 2020.

GRANTOR:

(Corp seal)

VILLAGE SHOPPES OF COCONUT CREEK INVESTMENTS LLC, a (Florida Limited Liability Company)

ATTEST:

[Signature]
Cory Riepe - Secretary

by: [Signature]
Managers - Title
Alex Sirovnik - Print Name

Witness 1:

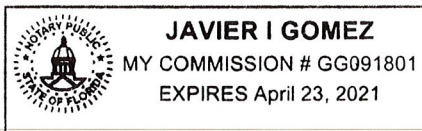
[Signature]
Jenise Maccano
(Print/type/stamp name of witness)

Witness 2:

[Signature]
Javier Gomez
(Print/type/stamp name of witness)

STATE OF Florida
COUNTY OF Miami-Dade

THE FOREGOING UTILITY EASEMENT was acknowledged before me by means of physical presence or online notarization, this 18th day of August, 2020 by Alex Sirovnik (name), Manager (title) of VILLAGE SHOPPES OF COCONUT CREEK INVESTMENTS LLC, a Florida Limited Liability Company. He/she is personally known to me or has produced _____ (type of ID), as identification.



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

MORTGAGEE CONSENT TO EASEMENT

This CONSENT is made as of the 6th day of August, 2020 by AMERANT BANK, N.A., a national banking association f/k/a Mercantil Commercebank, N.A. ("Mortgagee"), the owner and holder of that certain mortgage recorded on February 17, 2015 as Instrument Number 112814840 of the Public Records of Broward County, Florida ("Mortgage"), which Mortgage encumbers the real property legally described on Exhibit "A" attached hereto and made a part hereof (the "Property").

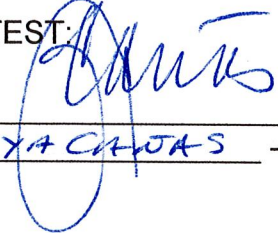
Mortgagee consents to the Easement attached hereto as Exhibit "B" without in any manner releasing, satisfying or discharging the Mortgage, Assignment of Rents and Leases and Agreements Affecting Real Estate and Uniform Commercial Code Financing Statements with respect to the Property encumbered thereby. Mortgagee makes no warranty or any representation of any kind or nature concerning the Easement, any of its terms or provisions or the legal sufficiency thereof, and disavows any such warranty or representation. Mortgagee acknowledges that the Easement shall remain in full force and effect unless released by the City of Coconut Creek, Florida, and shall survive termination, foreclosure or satisfaction of the Mortgage.

IN WITNESS WHEREOF, the Mortgagee, by its duly authorized officer, has caused these presents to be signed in its corporate name, and its seal to be affixed hereto, this 6th day of August, 2020.

MORTGAGEE:


AMERANT BANK, N.A., a national banking association f/k/a Mercantil Commercebank, N.A.

ATTEST:



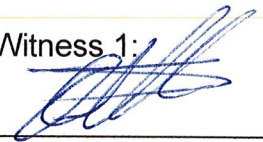
SONYA CAJIGAS - Secretary

by:



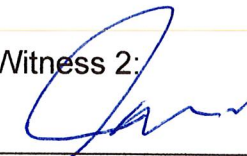
VICE PRESIDENT - Title
PETER A. RAMIREZ - Print Name

Witness 1:



Oscar Castillo
(Print/type/stamp name of witness)

Witness 2:



ALVARO SANDINO, M.M.
(Print/type/stamp name of witness)

STATE OF FLORIDA

COUNTY OF Miami - Dade

THE FOREGOING CONSENT was sworn and subscribed to before me by means of physical presence or online notarization, this 6 day of _____ August, 2020 by Peter Ramirez (name), VP (title) and by _____ (name), _____ (title) of AMERANT BANK, N.A., a national banking association, who acknowledged before me that they executed this Consent to Easement for and on behalf of said corporation. He/she is personally known to me or has produced _____ (type of ID), as identification.

[Signature]

Notary Public - State of
Keanny Ocegvera
(Print/type/stamp name of Notary Public)

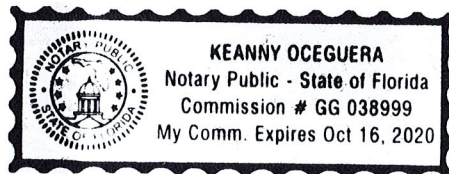
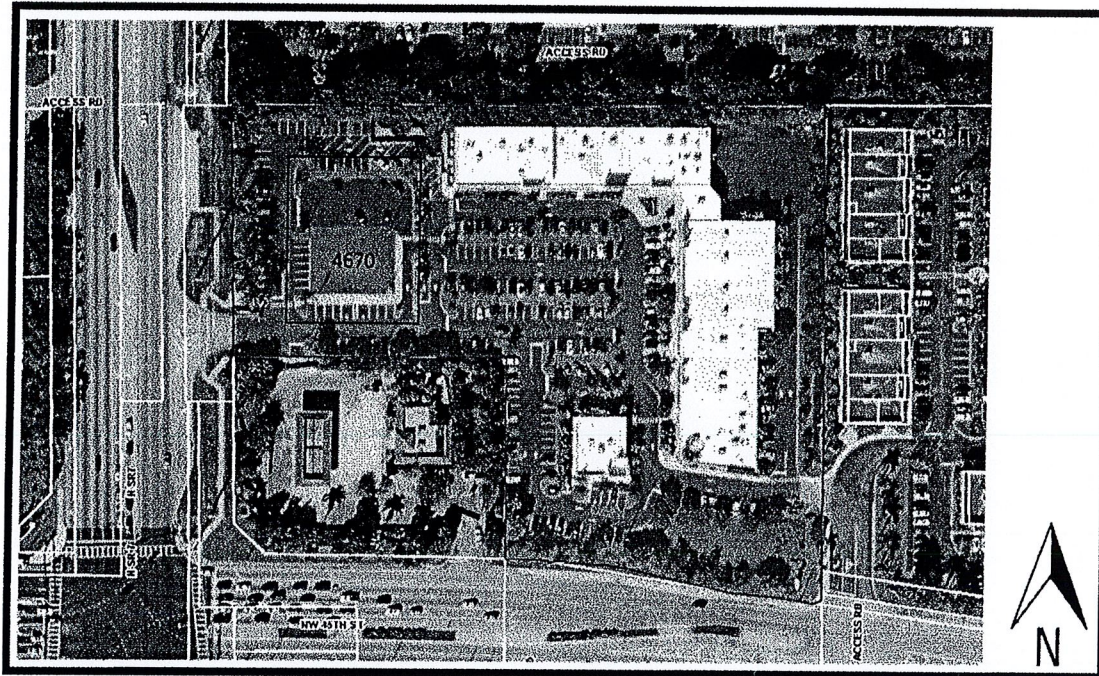


Exhibit A – Property

Location map:



LEGAL DESCRIPTION:

PARCEL 1:

A PARCEL OF LAND LYING WITHIN AND BEING A PORTION OF TRACT B, ALEXANDER-YOUNG PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 164, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT B, SAID ALEXANDER-YOUNG PLAT, THENCE NORTH 89°37'35" EAST ALONG THE NORTH LINE OF SAID TRACT B, A DISTANCE OF 208.01 FEET; THENCE SOUTH 01°00'19" EAST A DISTANCE OF 235.01 FEET; THENCE SOUTH 89°37'35" WEST A DISTANCE OF 208.01 FEET TO THE WEST LINE OF SAID TRACT B; THENCE NORTH 01°00'19" WEST ALONG SAID WEST LINE A DISTANCE OF 235.01 FEET TO THE POINT OF BEGINNING.

CONTAINING +/- 48,883 SQUARE FEET OR 1.1222 ACRES MORE OR LESS.

PARCEL 2:

TOGETHER WITH THOSE CERTAIN NON-EXCLUSIVE EASEMENTS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND VARIOUS UTILITIES FOR THE BENEFIT OF PARCEL 1 CREATED IN THAT CERTAIN EASEMENT GIVEN BY CHIANTI ASSOCIATES, LLC, IN FAVOR OF REGIONS BANK, DATED JULY 24, 2008, RECORDED MAY 28, 2009 IN OFFICIAL RECORDS BOOK 46261, PAGE 145, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEGAL DESCRIPTION
LEGAL DESCRIPTION TO ACCOMPANY SKETCH OF DESCRIPTION
THIS IS NOT A BOUNDARY SURVEY

A PORTION OF A UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 48592, PAGE 1809, LYONG WITHIN TRACT B, ALEXANDER-YOUNG PLAT, ACCORDING PLAT THEREOF, AS RECORDED IN PLAT BOOK 164, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT 12.00 FEET IN WIDTH LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. THE SIDES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED AS NECESSARY IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 12.00 FEET IN WIDTH AND TO INTERSECT AT ANGLE POINTS.

COMMENCE AT REFERENCE POINT "BB", SAID REFERENCE POINT BEING ON THE EXISTING CENTERLINE OF SAID UTILITY EASEMENT AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 48592, PAGE 1809, THENCE SOUTH 89°28'30" WEST, A DISTANCE OF 6.98 FEET TO THE POINT OF TERMINUS OF SAID EXISTING CENTERLINE AND THE POINT OF BEGINNING; THENCE SOUTH 89°28'30" WEST, A DISTANCE OF 51.54 FEET; THENCE NORTH 00°46'02" WEST, A DISTANCE OF 92.76 FEET TO THE POINT OF TERMINUS.

NOTES

1. DESCRIPTION NOT VALID UNLESS ACCOMPANIED SKETCH OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS ARE BASED ON THE SOUTH LINE OF SAID "TRACT B ALEXANDER- YOUNG PLAT" HAVING A BEARING OF NORTH 89°37'35" EAST.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON IS A GRAPHIC DEPICTION OF THE LANDS DESCRIBED AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
6. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR
7. IF ELECTRONICALLY SIGNED THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAYMOND C ALEXANDRICH LS4592 ON MAY 15, 2020

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 15, 2020.

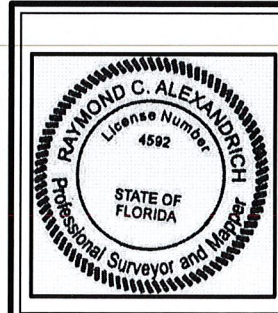
**Raymond C
 Alexandrich**

Digitally signed by Raymond C Alexandrich
 DN: c=US, o=Unaffiliated,
 ou=A01410C0000016D25C8FE500000895B,
 cn=Raymond C Alexandrich
 Date: 2020.05.28 16:28:07 -0400

RAYMOND C ALEXANDRICH
 PROFESSIONAL LAND SURVEYOR LS4592
 ALEXANDRICH & ASSOCIATES INC. CORPORATION CERTIFICATE OF AUTHORIZATION LB8287



ALEXANDRICH & ASSOCIATES, INC
LAND SURVEYORS & MAPPERS
 9771 RICHMOND CIRCLE
 BOCA RATON, FL. 33434
 PHONE (561) 306-2568
 FAX (561) 488-9183



DATE	05-18-20
DRAWN BY	RCA
F.B./ PG.	NA
SCALE	NA
PAGE NO.	1 OF 3

A PORTION OF TRACT B ALEXANDER-YOUNG PLAT
 (P.B. 164, PG.10. B.C.R.)
 UTILITY EASEMENT (SANITARY)

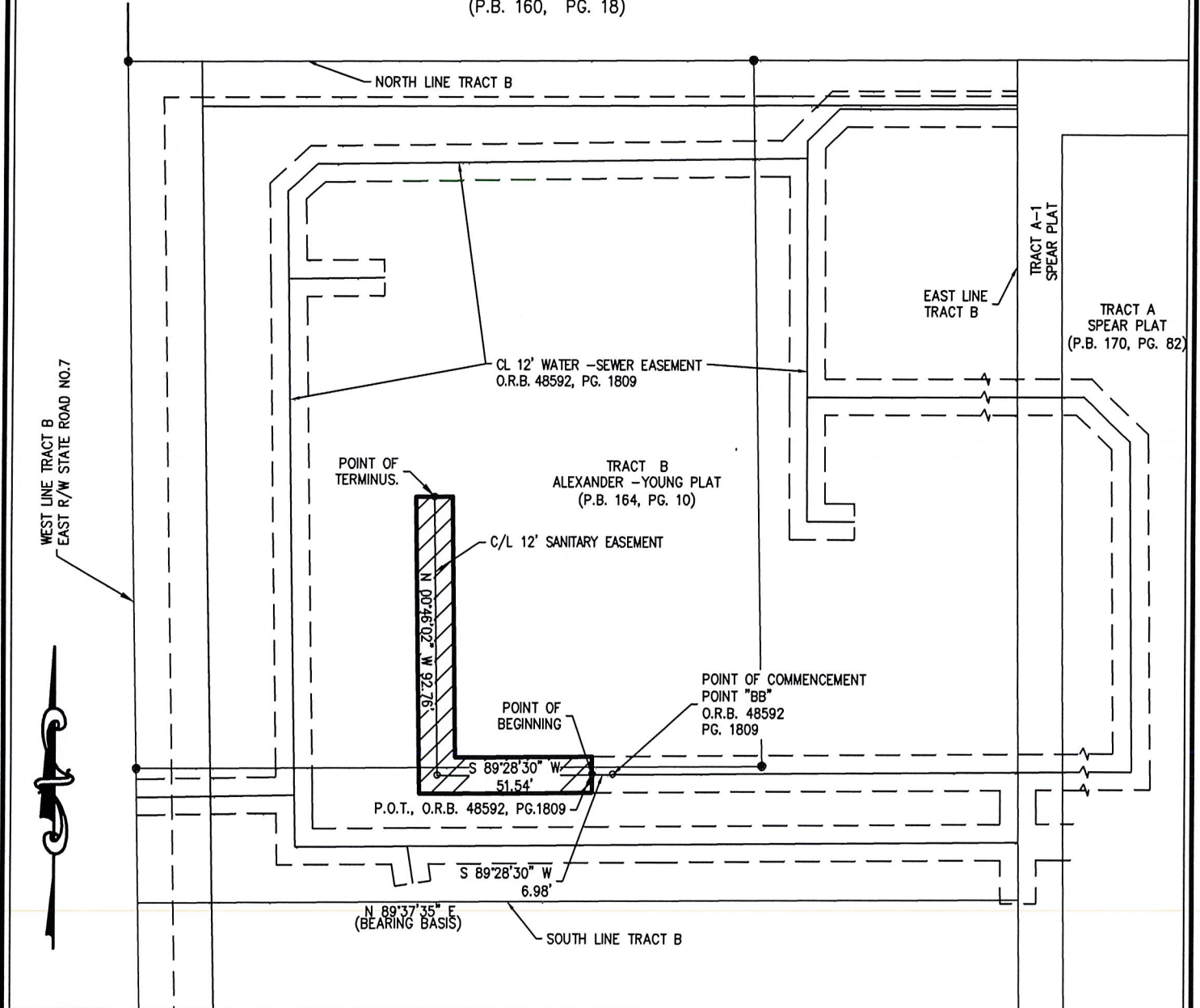
SKETCH OF DESCRIPTION SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY

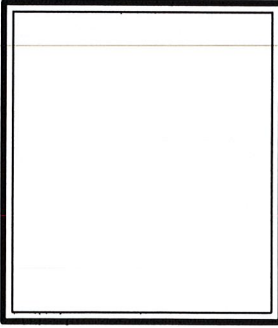
LEGEND:

- C/L CENTERLINE
- P.B. PLAT BOOK
- B.C.R. BROWARD COUNTY PUBLIC RECORDS
- L.B.E. LANDSCAPE BUFFER EASEMENT
- O.R.B. OFFICIAL RECORD BOOK
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- R/W RIGHT OF WAY
- U.E. UTILITY EASEMENT

WILES BUTLER PLAT No. 1
(P.B. 160, PG. 18)



	<p>ALEXANDRICH & ASSOCIATES, INC LAND SURVEYORS & MAPPERS 9771 RICHMOND CIRCLE BOCA RATON, FL. 33434 PHONE (561) 306-2568 FAX (561) 488-9183</p>
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DATE	05-18-20
DRAWN BY	RCA
F.B./ PG.	NA
SCALE	NTS
PAGE NO.	3 OF 3

A PORTION OF TRACT B ALEXANDER-YOUNG PLAT
 (P.B. 164, PG.10. B.C.R.)
 UTILITY EASEMENT (SANITARY)

LEGAL DESCRIPTION

LEGAL DESCRIPTION TO ACCOMPANY SKETCH OF DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY

A PORTION OF A UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 48592, PAGE 1809, LYONG WITHIN TRACT B, ALEXANDER-YOUNG PLAT, ACCORDING PLAT THEREOF, AS RECORDED IN PLAT BOOK 164, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT 12.00 FEET IN WIDTH LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. THE SIDES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED AS NECESSARY IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 12.00 FEET IN WIDTH AND TO INTERSECT AT ANGLE POINTS.

COMMENCE AT REFERENCE POINT "F", SAID REFERENCE POINT BEING ON THE CENTERLINE OF SAID UTILITY EASEMENT AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 48592, PAGE 1809, THENCE SOUTH 89°04'27" WEST, A DISTANCE OF 86.54 FEET; THENCE SOUTH 01°05'00" EAST TO A POINT ON SOUTH LINE OF SAID UTILITY EASEMENT, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°05'00"EAST, A DISTANCE OF 29.65 FEET TO THE POINT OF TERMINUS.

NOTES

1. DESCRIPTION NOT VALID UNLESS ACCOMPANIED SKETCH OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS ARE BASED ON THE SOUTH LINE OF SAID "TRACT B ALEXANDER- YOUNG PLAT" HAVING A BEARING OF NORTH 89°37'35" EAST.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON IS A GRAPHIC DEPICTION OF THE LANDS DESCRIBED AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
6. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR
7. IF ELECTRONICALLY SIGNED THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAYMOND C ALEXANDRICH LS4592 ON MAY 15, 2020

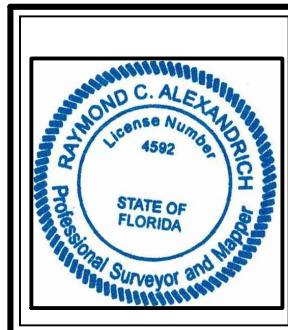
CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 15, 2020.

RAYMOND C ALEXANDRICH
 PROFESSIONAL LAND SURVEYOR LS4592
 ALEXANDRICH & ASSOCIATES INC. CORPORATION CERTIFICATE OF AUTHORIZATION LB8287



ALEXANDRICH & ASSOCIATES, INC
 LAND SURVEYORS & MAPPERS
 9771 RICHMOND CIRCLE
 BOCA RATON, FL. 33434
 PHONE (561) 306-2568
 FAX (561) 488-9183



DATE	05-18-20
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F.B./ PG.	NA
SCALE	NA
PAGE NO.	1 OF 2

A PORTION OF TRACT B ALEXANDER-YOUNG PLAT
 (P.B. 164, PG.10. B.C.R.)
 UTILITY EASEMENT (WATER)

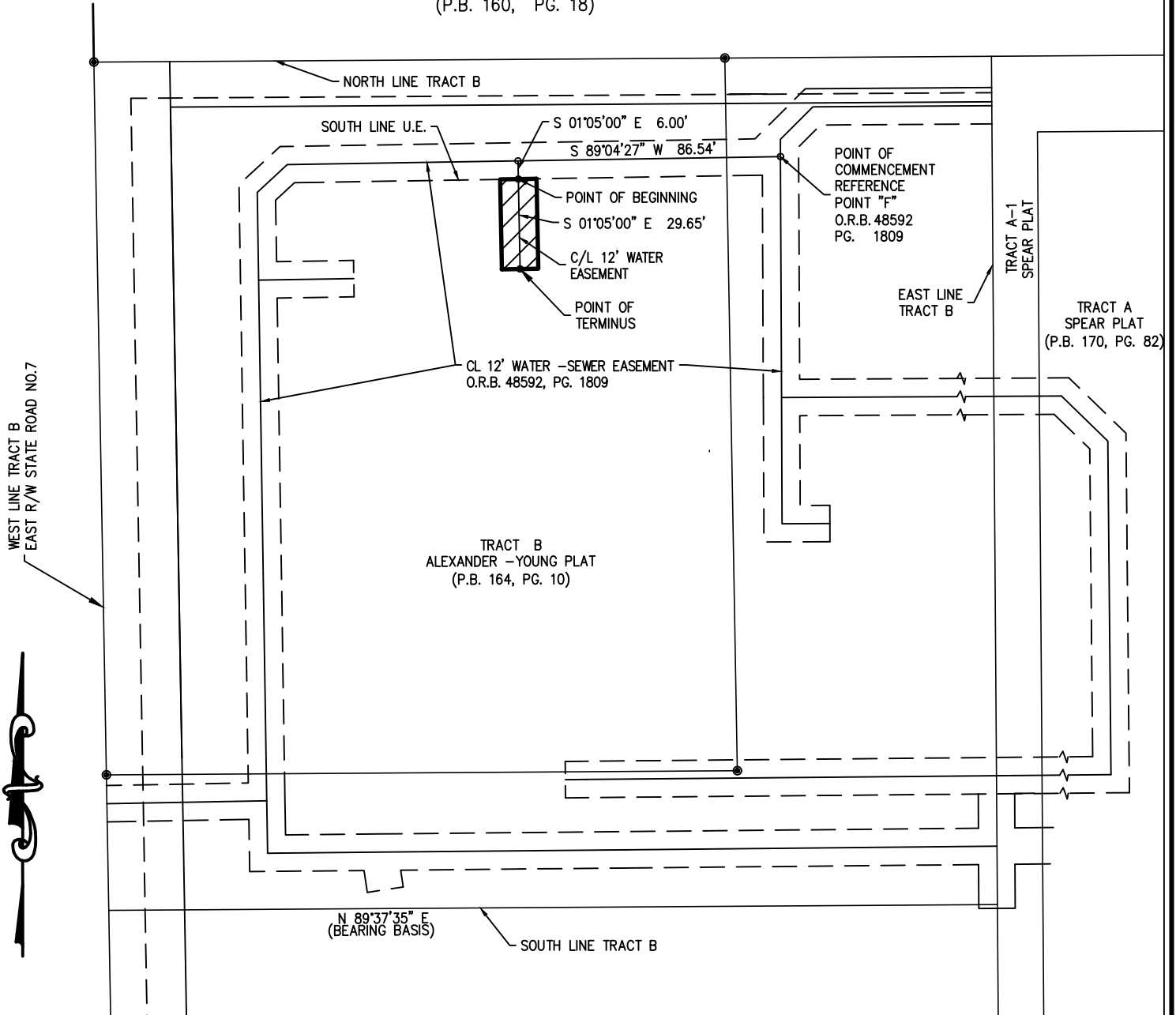
SKETCH OF DESCRIPTION SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY

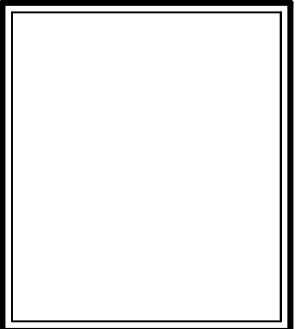
LEGEND:

- | | |
|--------|-------------------------------|
| C/L | CENTERLINE |
| P.B. | PLAT BOOK |
| B.C.R. | BROWARD COUNTY PUBLIC RECORDS |
| L.B.E. | LANDSCAPE BUFFER EASEMENT |
| O.R.B. | OFFICIAL RECORD BOOK |
| PG. | PAGE |
| P.O.B. | POINT OF BEGINNING |
| P.O.T. | POINT OF TERMINUS |
| R/W | RIGHT OF WAY |
| U.E. | UTILITY EASEMENT |

WILES BUTLER PLAT No. 1
(P.B. 160, PG. 18)



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DATE	05-18-20
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F.B./ PG.	NA
SCALE	NTS
PAGE NO.	2 OF 2

A PORTION OF TRACT B ALEXANDER-YOUNG PLAT
 (P.B. 164, PG. 10. B.C.R.)
 UTILITY EASEMENT (WATER)