

Composite Exhibit "1"

Prepared by:
William B. Mason, Esq.
Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
200 East Las Olas Boulevard, Suite 2100
Fort Lauderdale, Florida 33301

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

Property appraiser's PIN: 4842 05 09 0010

UTILITY EASEMENT

(Water, Wastewater, and General Utilities)

THIS UTILITY EASEMENT is made and entered into this ____ day of _____, 2025, by and between 4161 HILLSBORO, LLC, a Florida limited liability company, which has its principal place of business at 1199 South Federal Highway, Suite 395, Boca Raton, Florida 33432, 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 4161 W. Hillsboro Boulevard, 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, the utility easements (collectively, the "Utility Easement") specifically: a perpetual non-exclusive Utility Easement only on the land more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Easement Area"), solely 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 non-exclusive ingress and egress as Grantee may deem necessary over, across, through, in and under the Easement Area in order to install and maintain such utilities. Grantor

specifically reserves the right to allow other utility lines to be installed over, under, across, through and within the Easement Area, provided those utility lines are duly permitted by Grantee and do not materially interfere with the installations of Grantee.

3. Grantor shall not by its own actions, nor shall it permit another person or entity to undertake any actions in the Easement Area 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, sod, small shrubs, standard asphalt, standard concrete, and standard pavers shall also be allowed with the prior written consent of Grantee (which consent shall not be unreasonably withheld, conditioned, delayed or denied), without liability to the Grantee for any damage to same. 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 Property is disturbed by Grantee's exercise of any of its easement rights under this Utility Easement, 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 Utility 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. 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 below their respective signature to this Utility Easement, 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 Court.

[Signatures to follow]

IN WITNESS WHEREOF, GRANTOR, has caused this Utility Easement to be executed in its name, by its duly authorized Manager this 23 day of April, 2025.

GRANTOR:

4161 HILLSBORO, LLC,
a Florida limited liability company

By: [Signature]
Sean M. Leder, Manager

Witness 1:

[Signature]
William B. Mason

(Print/type/stamp name of witness)

Address: 200 East Las Olas Blvd. #2100
Fort Lauderdale, FL 33301

Witness 2:

[Signature]
Dawn Ann Fontana

(Print/type/stamp name of witness)

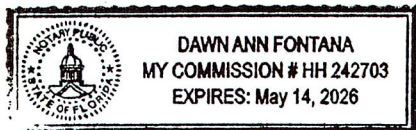
Address: 200 East Las Olas Blvd. #2100
Fort Lauderdale, FL 33301

STATE OF FLORIDA

COUNTY OF Broward

THE FOREGOING UTILITY EASEMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of April, 2025 by Sean M. Leder, as Manager of 4161 Hillsboro, LLC, a Florida limited liability company, on behalf of the limited liability company. He ☒ is personally known to me or ☐ has produced _____ (type of ID), as identification.

Public-State of Florida



Notary

[Signature]
(Print/type/stamp name of Notary Public)
Dawn Ann Fontana

MORTGAGEE CONSENT TO UTILITY EASEMENT

This MORTGAGEE CONSENT TO UTILITY EASEMENT is made as of April 30th, 2025 by CITY NATIONAL BANK OF FLORIDA ("Mortgagee") the owner and holder of that certain Mortgage, Assignment of Rents and Security Agreement recorded on February 28, 2024 in Instrument #119418002 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 Utility Easement attached hereto as Exhibit "B" without in any manner releasing, satisfying or discharging the Mortgage, the Collateral Assignment of Leases, Rents and Licenses recorded as Instrument #119418003, the Collateral Assignment of Contract and License Rights recorded as Instrument #119418004 and Uniform Commercial Code Financing Statement recorded as Instrument #119418005, all of the Public Records of Broward County, Florida, with respect to the Property encumbered thereby. Mortgagee makes no warranty or any representation of any kind or nature concerning the Utility Easement, any of its terms or provisions or the legal sufficiency thereof, and disavows any such warranty or representation. Mortgagee acknowledges that the Utility 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 30th day of April 2025.

MORTGAGEE:

CITY NATIONAL BANK OF FLORIDA

By: [Signature]

Print Name: David Albr. Jnt

Title: SVP

Witness 1:

[Signature]
Andres Cruz

(Print/type/stamp name of witness)

Address: 21045 Commercial Trail
Boca Raton, FL 33486

Witness 2:

[Signature]
Betty Violante

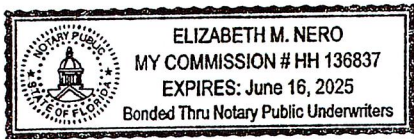
(Print/type/stamp name of witness)

Address: 21045 Commercial Trail
Boca Raton, FL 33486

STATE OF FLORIDA

COUNTY OF Palm Beach

THE FOREGOING CONSENT was sworn to, subscribed and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of April, 2025 by David Albright as SVP of City National Bank of Florida who acknowledged before me that he/she executed this Mortgagee Consent to Easement for and on behalf of City National Bank of Florida. He/she ☒ is personally known to me or [] has produced _____ (type of ID), as identification.



Elizabeth M. Nero
Notary Public-State of

Elizabeth Nero
(Print/type/stamp name of Notary Public)

Exhibit "A"

Property

Parcel "A" OF WORKINGMAN'S NURSERY, according to the plat thereof recorded in Plat Book 126, page 22 of the public records of Broward County, Florida, LESS that portion conveyed to the State of Florida Department of Transportation by the Warranty Deed recorded in Official Records Book 33601, page 1736 of the public records of Broward County, Florida.

Exhibit "B"

**SKETCH & DESCRIPTION
UTILITY EASEMENT**

A PORTION OF PARCEL 'A' (P.B. 126/22, B.C.R.) &
A PORTION OF PARCEL 'A' (P.B. 166/43, B.C.R.)
BROWARD COUNTY, FLORIDA

**NOT VALID WITHOUT
SHEETS 1 AND 4**

LAND DESCRIPTION:

A portion of Parcel 'A', WORKINGMAN'S NURSERY, according to the Plat thereof, as recorded in Plat Book 126, Page 22, of the Public Records of Broward County, Florida; being described as follows:

A strip of land 12.00 feet wide, 6.00 feet on each side of the following described centerline.

Commence at the Northwest corner of said Parcel 'A'; thence S00°22'32"E, along the West line of said Parcel 'A', 15.98 feet; thence N89°39'32"E, 10.00 feet to the **Point of Beginning** of said centerline; thence continue N89°39'32"E, 21.38 feet; thence S51°42'07"E, 53.91 feet; thence N88°24'14"E, 62.59 feet; thence S01°00'22"E, 16.63 feet; thence N01°00'22"E, 16.63 feet; thence N88°24'14"E, 8.79 feet; thence S42°01'47"E, 21.41 feet; thence S00°03'17"E, 239.18 feet to a point hereinafter referred to as Reference Point 'A'; thence continue S00°03'17"E, 181.08 feet; thence S44°42'38"W, 34.57 feet; thence S89°35'57"W, 72.09 feet; thence N04°39'14"E, 35.33 feet; thence S04°39'14"W, 35.33 feet; thence S89°35'57"W, 44.31 feet; thence S43°10'02"W, 8.34 feet; thence S86°31'32"W, 10.09 feet to a point hereinafter referred to as Reference Point 'B' being on the West line of Parcel 'A', also being the **Point of Termination** of said centerline.

Said sidelines shall lengthen or shorten to form a continuous strip of land and be common with the West line of said Parcel 'A'.

TOGETHER WITH:

A portion of Parcel 'A', WORKINGMAN'S NURSERY, according to the Plat thereof, as recorded in Plat Book 126, Page 22, of the Public Records of Broward County, Florida; being described as follows:

A strip of land 20.00 feet wide, 10.00 feet on each side of the following described centerline.

Begin at the aforementioned Reference Point 'A'; thence S89°56'43"W, 11.00 feet to the **Point of Termination** of said centerline.

Said sidelines shall lengthen or shorten to form a continuous strip of land.

TOGETHER WITH:

A portion of Parcel 'A', LEDER HILLSBORO COMPANY LIMITED – PART 2, according to the Plat thereof, as recorded in Plat Book 166, Page 43, of the Public Records of Broward County, Florida; being described as follows:

A strip of land 12.00 feet wide, 6.00 feet on each side of the following described centerline.

Commence at the aforementioned Reference Point 'B'; thence N00°22'32"W, along the East line of said Parcel 'A', 15.75 feet to the **Point of Beginning** of said centerline; thence S89°19'42"W, 17.80 feet to the **Point of Termination** of said centerline.

Said sidelines shall lengthen or shorten to form a continuous strip of land and be common with the East line of said Parcel 'A'.

Said lands lying in Broward County, Florida.

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #:	11186-5 UE
SCALE:	--
DATE:	01/17/2025
BY:	W.R.E.
CHECKED:	J.T.D.
F.B.	-- PG. --
SHEET:	1 OF 4

**SKETCH & DESCRIPTION
UTILITY EASEMENT**
A PORTION OF PARCEL 'A' (P.B. 126/22, B.C.R.) &
A PORTION OF PARCEL 'A' (P.B. 166/43, B.C.R.)
BROWARD COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the plat, WORKINGMAN'S NURSERY, based on the West line of Parcel 'A' having a bearing of S00°22'23"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; F.B. = Field Book; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination; PT. = Point; REF. = Reference.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.


Date: 1/22/2025



JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

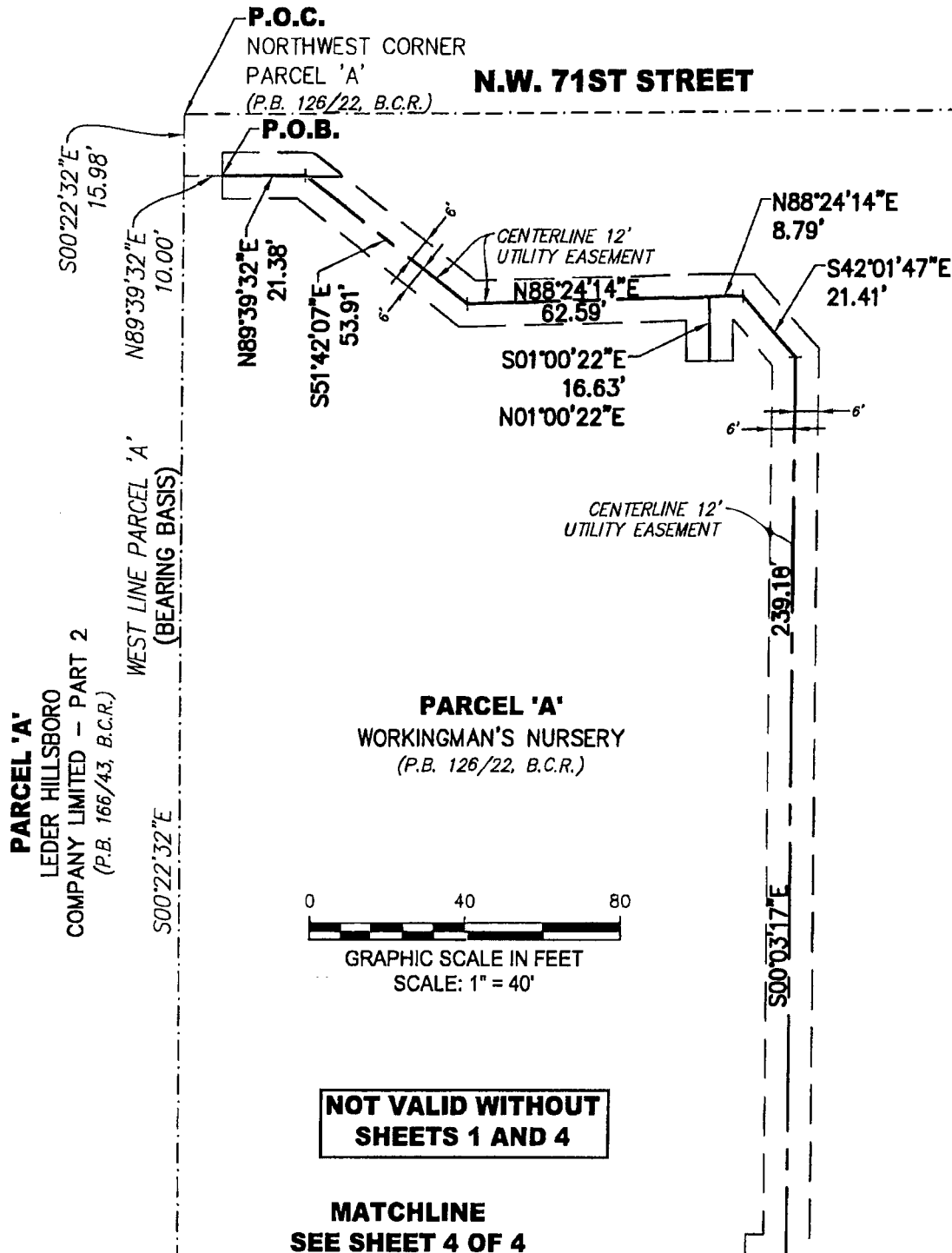
**NOT VALID WITHOUT
SHEETS 1 AND 4**

REVISIONS

		AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com <small>© 2025 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small>	JOB #: 11186-5 UE
			SCALE: -
			DATE: 01/17/2025
			BY: W.R.E.
			CHECKED: J.T.D.
			F.B. - PG. --
			SHEET: 2 OF 4


SKETCH & DESCRIPTION
UTILITY EASEMENT

A PORTION OF PARCEL 'A' (P.B. 126/22, B.C.R.) &
A PORTION OF PARCEL 'A' (P.B. 166/43, B.C.R.)
BROWARD COUNTY, FLORIDA



**NOT VALID WITHOUT
SHEETS 1 AND 4**

**MATCHLINE
SEE SHEET 4 OF 4**

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			SCALE:	1" = 40'
			DATE:	01/17/2025
			BY:	W.R.E.
			CHECKED:	J.T.D.
			F.B.	PG. --
SHEET: 3 OF 4				

SKETCH & DESCRIPTION UTILITY EASEMENT

A PORTION OF PARCEL 'A' (P.B. 126/22, B.C.R.) &
A PORTION OF PARCEL 'A' (P.B. 166/43, B.C.R.)
BROWARD COUNTY, FLORIDA

