

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: 4842-05-06-0010 and a portion of 4842-05-24-0010

UTILITY EASEMENT
(Water, Wastewater, and General Utilities)

THIS UTILITY EASEMENT is made and entered into this 17th day of August, 2020, by and between **LEDER HILLSBORO, LLC**, a Florida limited liability company successor by conversion of **LEDER HILLSBORO COMPANY, LTD.**, a Florida limited partnership, which has its principal place of business 4755 Technology Way, Suite 203, Boca Raton, Florida 33431, 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 4181 and 4191 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 following utility easements (collectively, the "Utility Easement" or "Easement Area") 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, 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 Utility Easement in order to install and maintain such utilities. Grantor specifically reserves the right to allow other utility lines to be installed

under, across, and within the Utility Easement, 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 any vertical improvements 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, small shrubs, standard asphalt, standard concrete, and standard pavers shall also be allowed with the prior written consent of Grantee, 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. 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 Utility 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 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 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 Utility 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 Manager, this 17th day of August, 2020.

GRANTOR:

LEDER HILLSBORO, LLC
a Florida limited liability company

By: _____
Sean M. Leder, Manager

Witness 1:

Angela Small

Angela Small

(Print/type/stamp name of witness)

Witness 2:

William Small

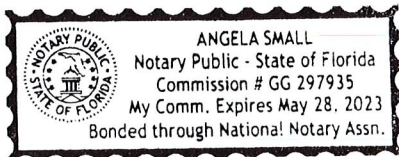
William Small

(Print/type/stamp name of witness)

STATE OF FLORIDA

COUNTY OF Palm Beach

THE FOREGOING UTILITY EASEMENT was acknowledged before me by means of physical presence or online notarization, this 17th day of August, 2020 by Sean M. Leder, as Manager of Leder Hillsboro, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or [] has produced _____ (type of ID), as identification.



Angela Small

Notary Public - State of Florida
Angela Small

(Print/type/stamp name of Notary Public)

MORTGAGEE CONSENT TO UTILITY EASEMENT

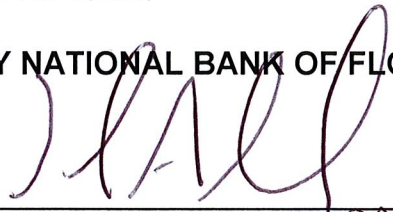
This MORTGAGEE CONSENT TO UTILITY EASEMENT is made as of August 17th, 2020 by CITY NATIONAL BANK OF FLORIDA ("Mortgagee") the owner and holder of that certain Mortgage, Assignment of Rents and Security Agreement recorded on October 29, 2018 in Instrument Number 115411593 of the Public Records of Broward 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 foregoing Utility Easement without in any manner releasing, satisfying or discharging the Mortgage, the Collateral Assignment of Leases, Rents and Licenses as recorded in Instrument # 115411594, the Collateral Assignment of Contract and License Rights as recorded in Instrument # 115411595 and Uniform Commercial Code Financing Statement as recorded in Instrument # 115411596, 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.

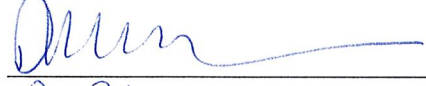
IN WITNESS WHEREOF, the Mortgagee, by its duly authorized officer, has caused these presents to be signed in its corporate name, and its seal to be affixed hereto, this 17 day of August 2020.

MORTGAGEE:

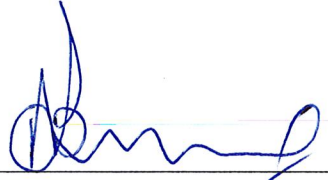
CITY NATIONAL BANK OF FLORIDA

By: 
Print Name: DAVID ALBRIGHT
Title: SVP

Witness:


D. Bhagwender
(Print/type/stamp name of witness)

Witness:

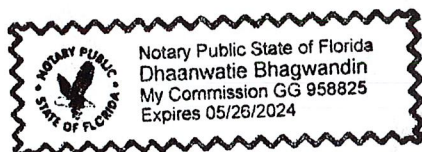

Arun Barua
(Print/type/stamp name of witness)

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 8/17/20 day of 2020 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.

[Signature]



Notary Public-State of D. BHAGWANDIN
(Print/type/stamp name of Notary Public)

Exhibit "A"

ALL OF PARCEL "A", AND A 25 FOOT LANDSCAPE BUFFER PARCEL, "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, LESS THE PROPERTY DESCRIBED BELOW CONVEYED TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 33445, PAGE 162, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA:

A PORTION OF PARCEL "A", "LEDER HILLSBORO COMPANY LIMITED - PART 2", AS RECORDED IN PLAT BOOK 166, PAGE 43, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 83°27'53" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", 47.48 FEET; THENCE NORTH 89°38'54" EAST, 47.13 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL "A"; THENCE ALONG SAID EAST LINE, SOUTH 00°22'32" EAST, 5.69 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

ALL OF TRACT "A", "LEDER HILLSBORO COMPANY LIMITED - PART 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, PAGE 31, AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS THEREFROM:

A PORTION OF TRACT "A", LEDER HILLSBORO COMPANY LIMITED - PART 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, ON PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 00°22'32" WEST ALONG THE WEST LINE OF SAID TRACT "A", A DISTANCE OF 12.00 FEET; THENCE DEPARTING SAID WEST LINE AND ALONG A LINE BEING 12.00 FEET NORTH OF AND PARALLEL WITH THE MOST SOUTHERLY LINE OF SAID TRACT "A" NORTH 89°38'46" EAST, A DISTANCE OF 195.00 FEET; THENCE DEPARTING SAID PARALLEL LINE SOUTH 00°22'32" EAST, A DISTANCE OF 12.00 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°38'46" WEST, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

SKETCH & DESCRIPTION
12' WATER EASEMENT

PORTION OF TRACT 'A'
(P.B. 125, PG. 31, B.C.R.)

COCONUT CREEK, BROWARD COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Tract 'A', LEDER HILLSBORO COMPANY LIMITED – PART 1, according to the Plat thereof as recorded in Plat Book 125, Page 31, of the Public Records of Broward County, Florida being described as follows:

A 12 foot strip of land for a Waterline Easement being 6 feet on each side of the following described centerline:

Commence at the Southwest corner of said Tract 'A'; thence N89°38'46"E, along the south line of said Tract 'A', 31.00 feet; thence N00°22'32"W, 12.00 feet to the Point Of Beginning of said centerline; thence continue N00°22'32"W, 22.55 feet; thence N10°52'28"E, 46.99 feet; thence N00°22'32"W, 29.64 feet; thence S00°22'32"E, 12.94 feet; thence S90°00'00"E, 23.83 feet; thence N00°22'32"W, 15.70 feet to the Point Of Termination of said centerline.

Side lines of said Easement to be extended or shortened as needed to form a continuous strip of land.

Said land lying in Broward County, Florida and contains 1,593 square feet, more or less.


SURVEYOR'S REPORT:

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, LEDER HILLSBORO COMPANY LIMITED – PART 1, based on the south line of Tract 'A' having a bearing of N89°38'46"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; LB = Licensed Business; O.R.B. = Official Records Book; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; 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; R/W = Right-of-Way.

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: 8/10/2020


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

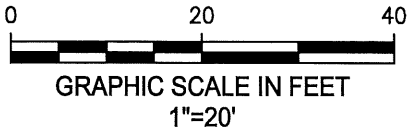
NOT VALID WITHOUT
SHEETS 1 AND 2

REVISIONS
REVISED 06/22/20 KSB
REVISED 07/30/20 WRE
REVISED 08/03/20 WRE
REVISED 08/06/20 WRE



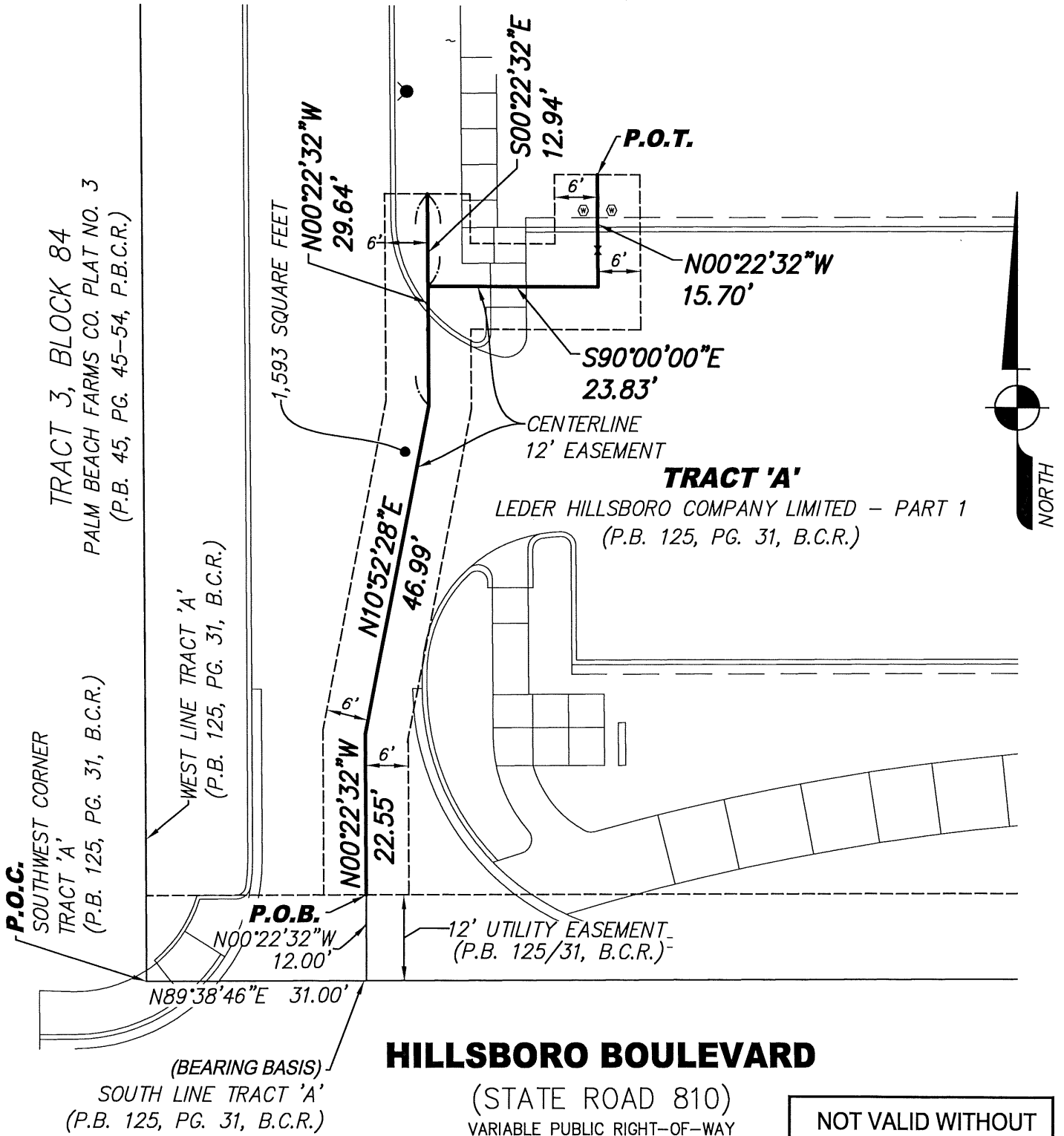
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JOB #:	11070-WE3
SCALE:	1" = 20'
DATE:	06/16/2020
BY:	KSB
CHECKED:	J.T.D.
F.B.	--- PG. --
SHEET:	1 OF 2



SKETCH & DESCRIPTION
12' WATER EASEMENT

PORTION OF TRACT 'A'
 (P.B. 125, PG. 31, B.C.R.)
 COCONUT CREEK, BROWARD COUNTY, FLORIDA



REVISIONS

REVISED 06/22/20	KSB
REVISED 07/30/20	WRE
REVISED 08/03/20	WRE
REVISED 08/06/20	WRE



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JOB #:	11070-WE3
SCALE:	1" = 20'
DATE:	06/16/2020
BY:	KSB
CHECKED:	J.T.D.
F.B. -- PG. --	
SHEET:	2 OF 2

SKETCH & DESCRIPTION
12' WATER EASEMENT
 PORTION OF TRACT 'A'
 (P.B. 125, PG. 31, B.C.R.)
 COCONUT CREEK, BROWARD COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Tract 'A', LEDER HILLSBORO COMPANY LIMITED – PART 1, according to the Plat thereof as recorded in Plat Book 125, Page 31, of the Public Records of Broward County, Florida being described as follows:

COMMENCE at the northwest corner of said Tract 'A'; thence N89°37'09"E, along the north line of said Tract 'A', 213.43 feet; thence S00°23'17"E, 26.45 feet to a point on an existing easement, said point also being POINT OF BEGINNING; thence S89°59'59"E, along said existing easement, 12.00 feet; thence S00°23'17"E, 13.49 feet; thence S68°34'57"W, 30.87 feet; thence N21°25'03"W, 12.00 feet; thence N68°34'57"E, 22.63 feet; thence N00°23'17"W, 5.32 feet to the POINT OF BEGINNING.

Said land lying in Broward County, Florida and contains 434 square feet, more or less.


SURVEYOR'S REPORT:

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.
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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; LB = Licensed Business; O.R.B. = Official Records Book; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R/W = Right-of-Way; SQ FT = Square Feet.

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: 06/16/2020



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

**NOT VALID WITHOUT
SHEETS 1 AND 2**

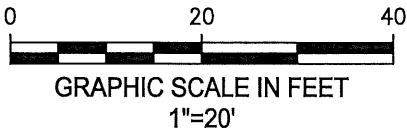
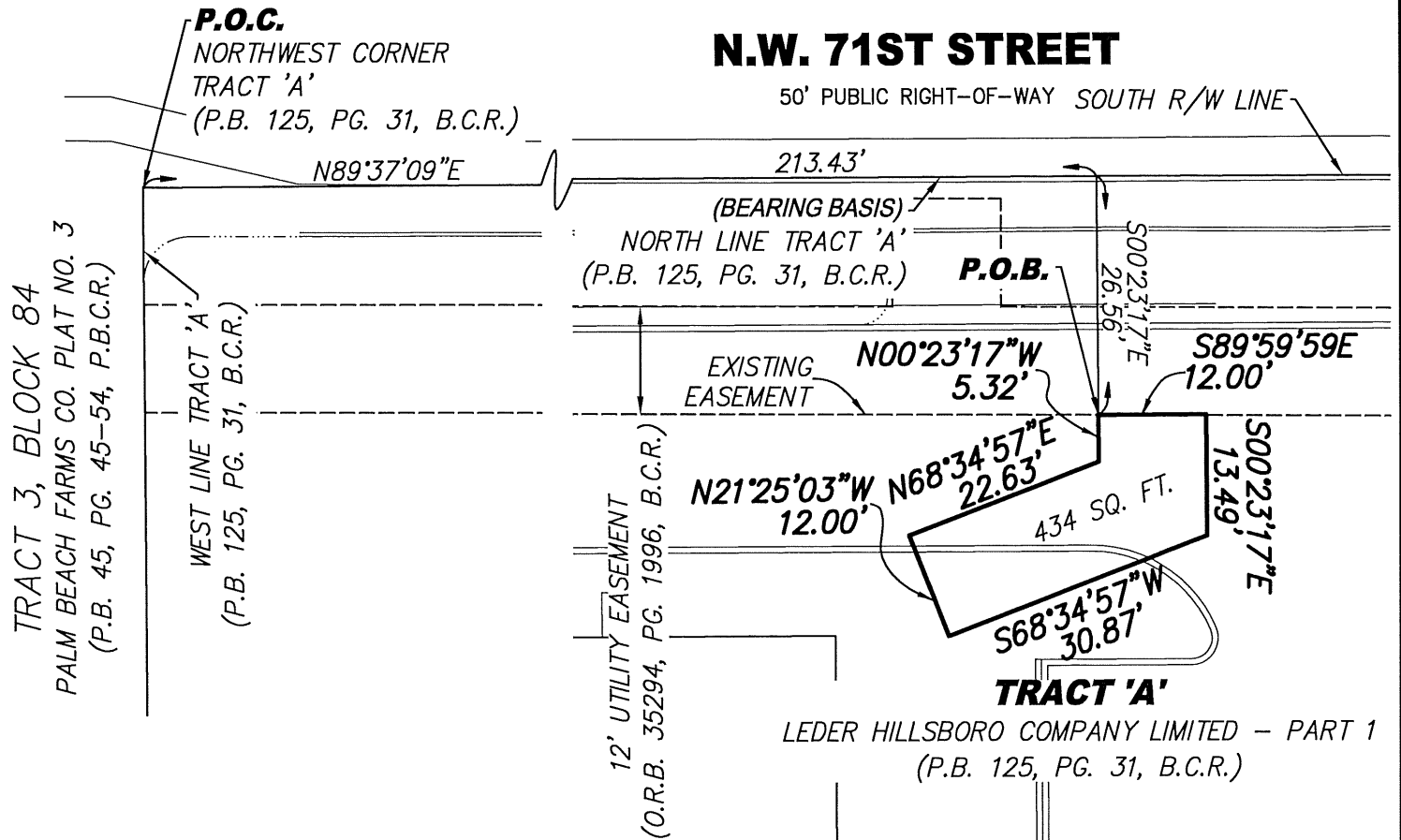
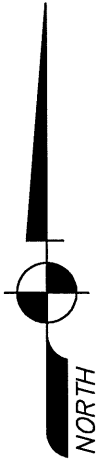
REVISIONS		
REVISED	W.R.E.	08/06/2020



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JOB #:	11070-WE1
SCALE:	1" = 20'
DATE:	06/16/2020
BY:	KSB
CHECKED:	J.T.D.
F.B.	--- PG. ---
SHEET:	1 OF 2

SKETCH & DESCRIPTION
12' WATER EASEMENT
 PORTION OF TRACT 'A'
 (P.B. 125, PG. 31, B.C.R.)
 COCONUT CREEK, BROWARD COUNTY, FLORIDA



NOT VALID WITHOUT
SHEETS 1 AND 2

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REVISED	W.R.E.	08/06/2020



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JOB #:	11070-WE1
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BY:	KSB
CHECKED:	J.T.D.
F.B.	PG. --
SHEET:	2 OF 2

SKETCH & DESCRIPTION
12' WATER EASEMENT
 PORTION OF TRACT 'A'
 (P.B. 125, PG. 31, B.C.R.)
 COCONUT CREEK, BROWARD COUNTY, FLORIDA

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COMMENCE at the northwest corner of said Tract 'A'; thence N89°37'09"E, along the north line of said Tract 'A', 273.50 feet; thence S00°23'17"E, 46.00 feet to a point on an existing easement, said point also being POINT OF BEGINNING; thence S89°59'59"E, along said existing easement, 12.00 feet; thence S00°00'01"E, 16.79 feet; thence N89°59'59"W, 12.00 feet; thence N00°00'01"W, 16.79 feet to the POINT OF BEGINNING.

Said land lying in Broward County, Florida and contains 201 square feet, more or less.


SURVEYOR'S REPORT:

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CERTIFICATION:

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Date: 8/6/2020



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

**NOT VALID WITHOUT
SHEETS 1 AND 2**

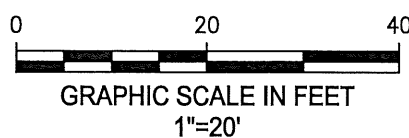
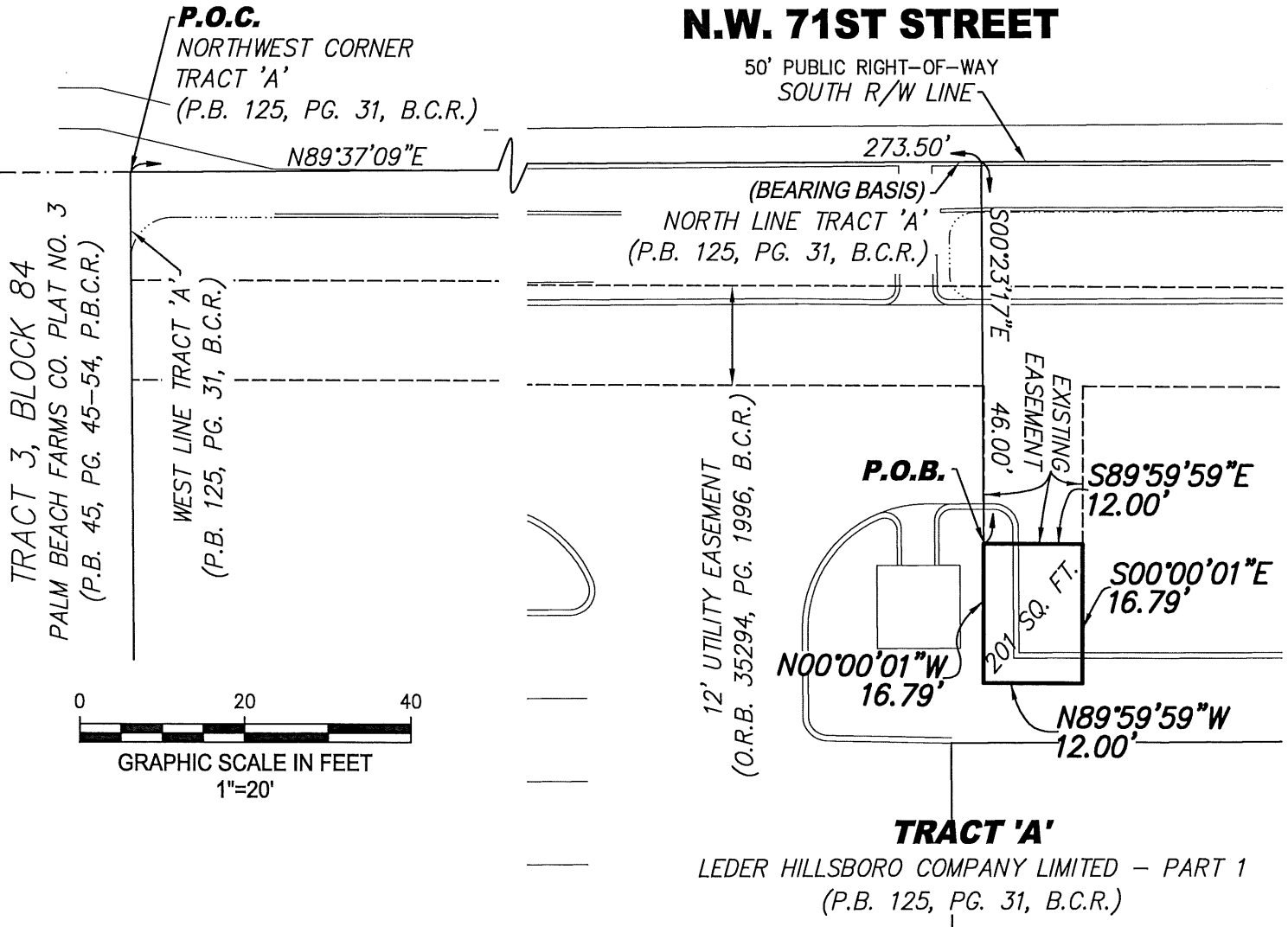
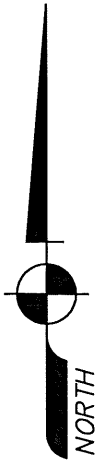
REVISIONS		
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JOB #:	11070-WE2
SCALE:	1" = 20'
DATE:	06/16/2020
BY:	KSB
CHECKED:	J.T.D.
F.B.	--- PG. ---
SHEET:	1 OF 2

SKETCH & DESCRIPTION
12' WATER EASEMENT
 PORTION OF TRACT 'A'
 (P.B. 125, PG. 31, B.C.R.)
 COCONUT CREEK, BROWARD COUNTY, FLORIDA



NOT VALID WITHOUT SHEETS 1 AND 2

REVISIONS		
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JOB #:	11070-WE2
SCALE:	1" = 20'
DATE:	06/16/2020
BY:	KSB
CHECKED:	J.T.D.
F.B. -- PG. --	
SHEET:	2 OF 2

SKETCH & DESCRIPTION
12' SEWER EASEMENT
 PORTION OF TRACT 'A'
 (P.B. 125, PG. 31, B.C.R.)
 COCONUT CREEK, BROWARD COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Tract 'A', LEDER HILLSBORO COMPANY LIMITED – PART 1, according to the Plat thereof as recorded in Plat Book 125, Page 31, of the Public Records of Broward County, Florida being described as follows:

COMMENCE at the northwest corner of said Tract 'A'; thence N89°37'09"E, along the north line of said Tract 'A', 139.41 feet to the POINT OF BEGINNING; thence continue N89°37'09"E, 12.00 feet; thence S00°00'13"E, 44.10 feet; thence S89°37'09"W, 12.00 feet; thence N00°00'13"W, 44.10 feet to the POINT OF BEGINNING.

Said land lying in Broward County, Florida and contains 529 square feet, more or less.


SURVEYOR'S REPORT:

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, LEDER HILLSBORO COMPANY LIMITED – PART 1, based on the north line of Tract 'A' having a bearing of N89°37'09"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; LB = Licensed Business; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R/W = Right-of-Way; SQ FT = Square Feet.

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: 8/6/2020



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

**NOT VALID WITHOUT
SHEETS 1 AND 2**

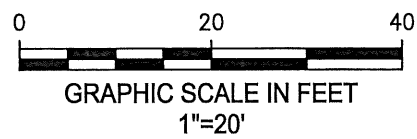
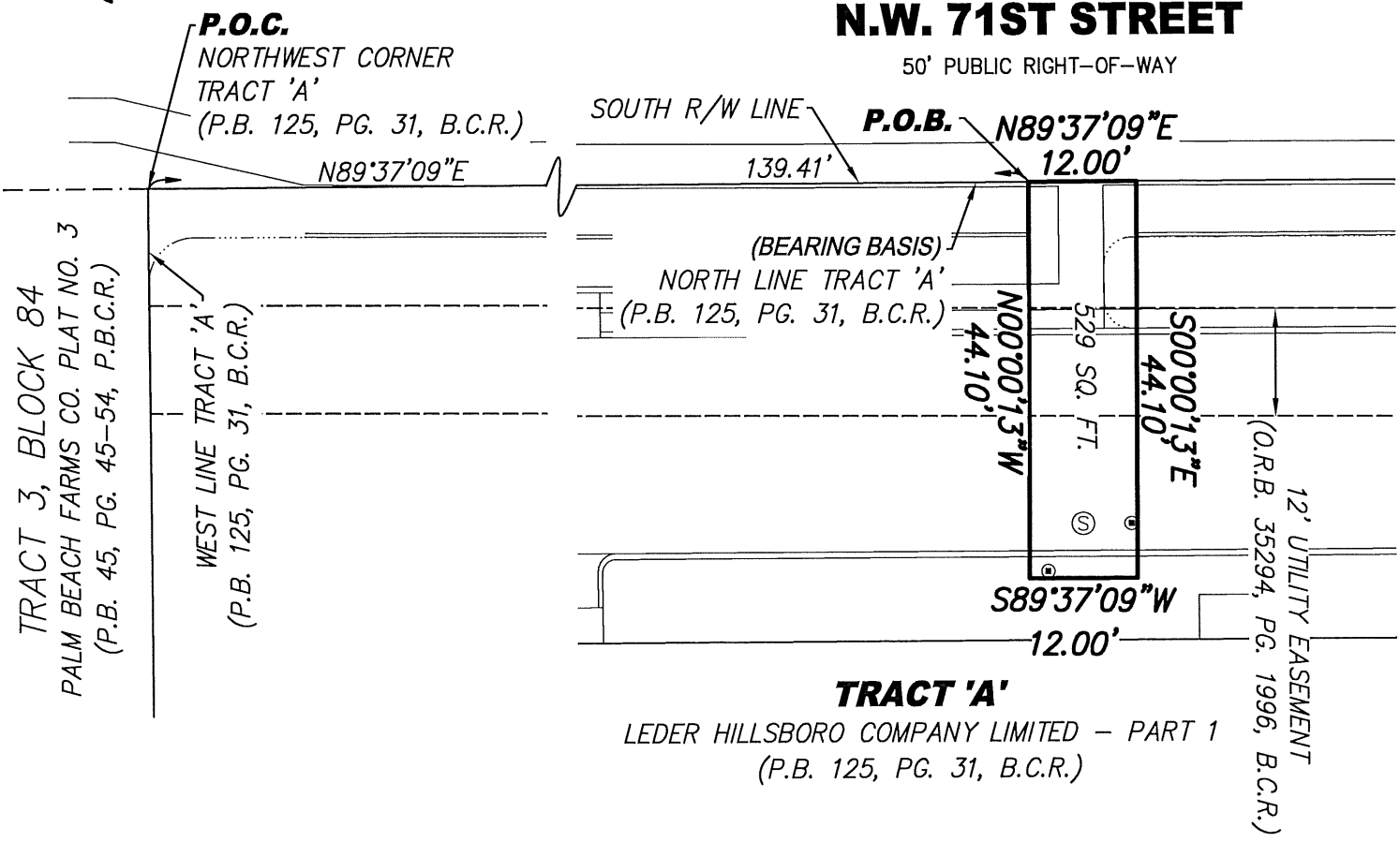
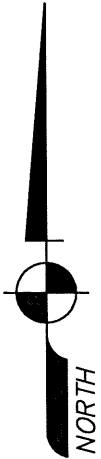
REVISIONS		
REVISED	W.R.E.	08/06/2020



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 #:	11070-SE
SCALE:	1" = 20'
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CHECKED:	J.T.D.
F.B. --- PG. --	
SHEET:	1 OF 2

SKETCH & DESCRIPTION
12' SEWER EASEMENT
 PORTION OF TRACT 'A'
 (P.B. 125, PG. 31, B.C.R.)
 COCONUT CREEK, BROWARD COUNTY, FLORIDA



NOT VALID WITHOUT SHEETS 1 AND 2

REVISIONS		
REVISED	W.R.E.	08/06/2020



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F.B.	--- PG. --
SHEET:	2 OF 2