

Composite Exhibit "1"

Prepared by: Name: Michael Gai Sun-Tech Engineering, Inc
Address: 4577 Nob Hill Road Suite 102
Sunrise, Florida 33351

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

Property appraiser's PIN: 484206450010 & 484206400011
484206450020 & 484206450030

UTILITY EASEMENT

(Water, Wastewater, and General Utilities)

(From a Florida Corporation)

THIS UTILITY EASEMENT is made and entered into this 9th day of June, 2021, by and between Elite Aluminum Corporation, a (Florida Corporation I) which has its principal place of business 4650 Technology Parkway Coconut Creek, Florida 33073, 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 5255 Johnson Road [street address], 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. 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 below their respective signatures to this Agreement, 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 9th day of June, 2021.

GRANTOR:

(Corp seal)

Elite Aluminum Corporation,
a (Florida Corporation)

ATTEST:

[Signature]

- Secretary
XIRAL ZADOK

by: [Signature],

Vice President - Title
Jeff Strohecker - Print Name

Witness 1:

[Signature]

Robin Umbach

(Print/type/stamp name of witness)

Witness 2:

[Signature]

Christine Cole

(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 9 day of June, 2021 by Jeffrey Strohecker (name), vice president (title) of Elite Aluminum Corporation, a _____ (FL/Foreign Corp/LLC/Individual). He/she is personally known to me or has produced _____ (type of ID), as identification.



Jennifer Boehmer

Notary Public-State of
Jennifer Boehmer

(Print/type/stamp name of Notary Public)

EXHIBIT "A"

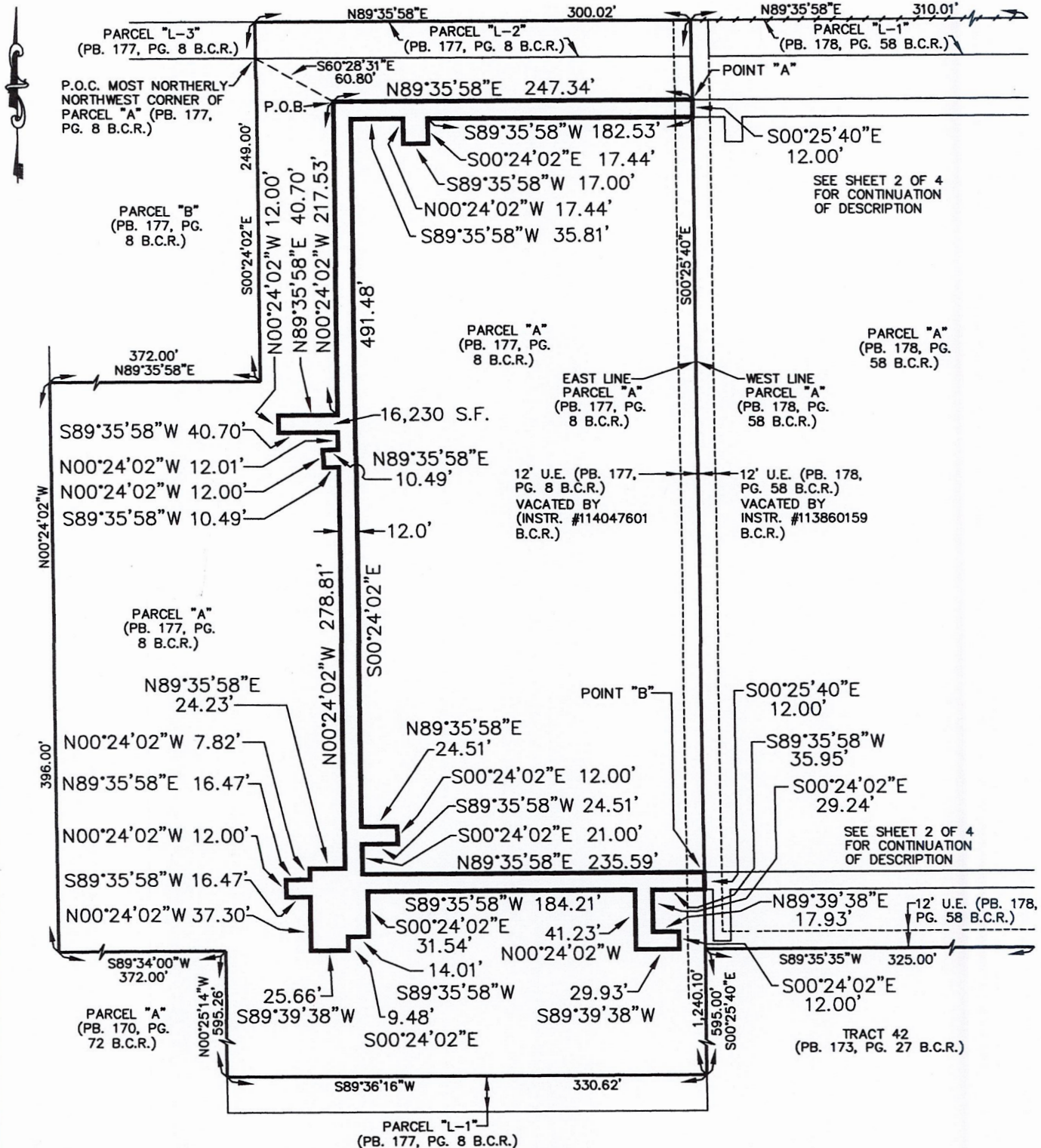
PARCELS "A", "L-1" & "L-2", ELITE PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGES 58 & 59, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
TOGETHER WITH: PARCELS "A", "L-1" & "L-2", JOHNSON ROAD COMMERCE CENTRE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 177, PAGES 8 THROUGH 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID PARCEL "A".

LESS OUT PORTION OF PARCEL "A": BEGINNING AT THE MOST WESTERLY, NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 89°35'58" EAST, ON THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 372.00 FEET; THENCE SOUTH 00°24'02" EAST, ON A LINE 372.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 395.79 FEET; THENCE SOUTH 89°34'00" WEST, A DISTANCE OF 372.00 FEET TO THE MOST WESTERLY SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 00°24'02" WEST, ON THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 396.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 603,387 SQUARE FEET OR 13.8519 ACRES MORE OR LESS

SKETCH AND DESCRIPTION

NW 69 STREET
(60' WIDE R/W)



NOTES:

1. THIS IS A SKETCH AND DESCRIPTION AND NOT A MAP OF BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF JOHNSON ROAD COMMERCE CENTRE (PB. 177, PGS. 8 TO 12 B.C.R.)
3. THIS SKETCH AND DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND EMBOSSED SEAL OF THE CERTIFYING SURVEYOR.

LEGEND:

- ORB. = OFFICIAL RECORD BOOK
- PG. = PAGE
- S.F. = SQUARE FEET
- P.O.B. = POINT OF BEGINNING
- B.C.R. = BROWARD COUNTY RECORDS
- P.O.C. = POINT OF COMMENCEMENT
- U.E. = UTILITY EASEMENT
- INSTR. = INSTRUMENT
- R/W = RIGHT-OF-WAY
- CL = CENTERLINE
- D.E. = DRAINAGE EASEMENT
- A.E. = ACCESS EASEMENT
- PB. = PLATBOOK

SHEET 1 OF 4

CERTIFICATION:

I HEREBY CERTIFY THAT THE ABOVE SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONFORMS WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS, ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AS AMENDED.

DATE: 4/20/22

PAUL E. BREWER
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 3240

NOTE:

THE UNDERSIGNED AND PAUL E. BREWER & ASSOCIATES, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND OR EASEMENTS OF RECORD

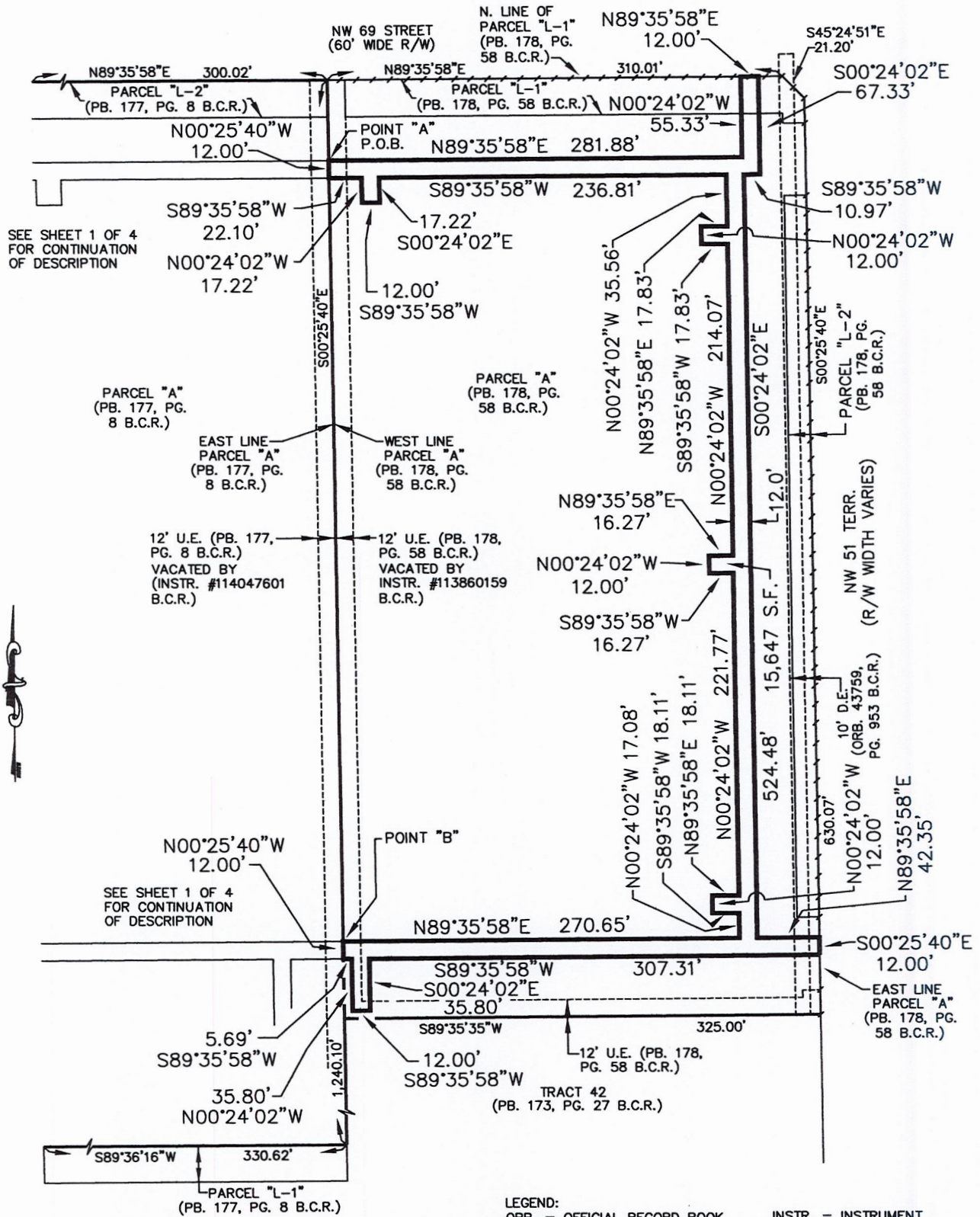


PAUL E. BREWER & ASSOCIATES, INC.
12321 N. W. 35th Street
Coral Springs, FL 33065
E-MAIL: brewer.in@bellsouth.net
PH.: (954) 753-5210

SCALE: 1" = 100'
FB/PG: N/A
DRAWN BY: W.D.K.
CKD. BY: [Signature]
REF: 14-87
JOB NO: 19-60-H20-1

REVISIONS	DATE	BY	CKD	FB/PG

SKETCH AND DESCRIPTION



- NOTES:**
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 3. THIS SKETCH AND DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND EMBOSSED SEAL OF THE CERTIFYING SURVEYOR.

- LEGEND:**
- | | |
|---------------------------------|--------------------------|
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| P.O.C. = POINT OF COMMENCEMENT | PB. = PLATBOOK |
| U.E. = UTILITY EASEMENT | |

SHEET 2 OF 4

NOTE:

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 FB/PG: N/A
 DRAWN BY: W.D.K.
 CKD. BY: *[Signature]*
 REF: 14-87
 JOB NO: 19-60-H20-1

REVISIONS	DATE	BY	CKD	FB/PG

SKETCH AND DESCRIPTION

DESCRIPTION:

A STRIP OF LAND LYING WITHIN PARCEL "A", JOHNSON ROAD COMMERCE CENTRE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 177, PAGES 8 TO 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND ALSO LYING WITHIN PARCELS "A" AND "L-1", ELITE PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGES 58 AND 59, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID PARCEL "A";
 THENCE SOUTH 60°28'31" EAST, A DISTANCE OF 60.80 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH 89°35'58" EAST, A DISTANCE OF 247.34 FEET TO A POINT HEREINAFTER DESCRIBED AS POINT "A". SAID POINT "A" LYING ON THE EAST LINE OF PARCEL "A", JOHNSON ROAD COMMERCE CENTRE, AS RECORDED IN PLAT BOOK 177, PAGES 8 TO 12, BROWARD COUNTY RECORDS AND LYING ON THE WEST LINE OF PARCEL "A", ELITE PLAT, AS RECORDED IN PLAT BOOK 178, PAGES 58 AND 59, BROWARD COUNTY RECORDS;

THENCE SOUTH 00°25'40" EAST, ALONG SAID EAST LINE OF PARCEL "A", JOHNSON ROAD COMMERCE CENTRE AND ALONG SAID WEST LINE OF PARCEL "A", ELITE PLAT, A DISTANCE OF 12.00 FEET;

- THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 182.53 FEET;
- THENCE SOUTH 00°24'02" EAST, A DISTANCE OF 17.44 FEET;
- THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 17.00 FEET;
- THENCE NORTH 00°24'02" WEST, A DISTANCE OF 17.44 FEET;
- THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 35.81 FEET;
- THENCE SOUTH 00°24'02" EAST, A DISTANCE OF 491.48 FEET;
- THENCE NORTH 89°35'58" EAST, A DISTANCE OF 24.51 FEET;
- THENCE SOUTH 00°24'02" EAST, A DISTANCE OF 12.00 FEET;
- THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 24.51 FEET;
- THENCE SOUTH 00°24'02" EAST, A DISTANCE OF 21.00 FEET;
- THENCE NORTH 89°35'58" EAST, A DISTANCE OF 235.59 FEET TO A POINT HEREINAFTER

DESCRIBED AS POINT "B". SAID POINT "B" LYING ON THE AFORESAID EAST LINE OF PARCEL "A", JOHNSON ROAD COMMERCE CENTRE AND THE AFORESAID WEST LINE OF PARCEL "A", ELITE PLAT;

THENCE SOUTH 00°25'40" EAST, ALONG SAID EAST LINE OF PARCEL "A", JOHNSON ROAD COMMERCE CENTRE AND ALONG SAID WEST LINE OF PARCEL "A" ELITE PLAT, A DISTANCE OF 12.00 FEET;

- THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 35.95 FEET;
- THENCE SOUTH 00°24'02" EAST, A DISTANCE OF 29.24 FEET;
- THENCE NORTH 89°39'38" EAST, A DISTANCE OF 17.93 FEET;
- THENCE SOUTH 00°24'02" EAST, A DISTANCE OF 12.00 FEET;
- THENCE SOUTH 89°39'38" WEST, A DISTANCE OF 29.93 FEET;
- THENCE NORTH 00°24'02" WEST, A DISTANCE OF 41.23 FEET;
- THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 184.21 FEET;
- THENCE SOUTH 00°24'02" EAST, A DISTANCE OF 31.54 FEET;
- THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 14.01 FEET;
- THENCE SOUTH 00°24'02" EAST, A DISTANCE OF 9.48 FEET;
- THENCE SOUTH 89°39'38" WEST, A DISTANCE OF 25.66 FEET;
- THENCE NORTH 00°24'02" WEST, A DISTANCE OF 37.30 FEET;
- THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 16.47 FEET;
- THENCE NORTH 00°24'02" WEST, A DISTANCE OF 12.00 FEET;
- THENCE NORTH 89°35'58" EAST, A DISTANCE OF 16.47 FEET;
- THENCE NORTH 00°24'02" WEST, A DISTANCE OF 7.82 FEET;
- THENCE NORTH 89°35'58" EAST, A DISTANCE OF 24.23 FEET;
- THENCE NORTH 00°24'02" WEST, A DISTANCE OF 278.81 FEET;
- THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 10.49 FEET;
- THENCE NORTH 00°24'02" WEST, A DISTANCE OF 12.00 FEET;
- THENCE NORTH 89°35'58" EAST, A DISTANCE OF 10.49 FEET;
- THENCE NORTH 00°24'02" WEST, A DISTANCE OF 12.01 FEET;
- THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 40.70 FEET;
- THENCE NORTH 00°24'02" WEST, A DISTANCE OF 12.00 FEET;
- THENCE NORTH 89°35'58" EAST, A DISTANCE OF 40.70 FEET;
- THENCE NORTH 00°24'02" WEST, A DISTANCE OF 217.53 FEET TO THE POINT OF BEGINNING.

SAID STRIP OF LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 16,230 SQUARE FEET MORE OR LESS.

SHEET 3 OF 4



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SCALE: N/A						
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DRAWN BY: W.D.K.						
CKD. BY: <i>[Signature]</i>						
REF: 14-87						
JOB NO: 19-60-H20-1						

SKETCH AND DESCRIPTION

TOGETHER WITH THE FOLLOWING:

BEGINNING AT THE AFOREDESCRIBED POINT "A";
 THENCE NORTH 89°35'58" EAST, A DISTANCE OF 281.88 FEET;
 THENCE NORTH 00°24'02" WEST, A DISTANCE OF 55.33 FEET TO A POINT ON THE NORTH LINE OF PARCEL "L-1", OF THE AFORESAID ELITE PLAT;
 THENCE NORTH 89°35'58" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 12.00 FEET;
 THENCE SOUTH 00°24'02" EAST, A DISTANCE OF 67.33 FEET;
 THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 10.97 FEET;
 THENCE SOUTH 00°24'02" EAST, A DISTANCE OF 524.48 FEET;
 THENCE NORTH 89°35'58" EAST, A DISTANCE OF 42.35 FEET TO A POINT ON THE EAST LINE OF PARCEL "A", OF THE AFORESAID ELITE PLAT;
 THENCE SOUTH 00°25'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 12.00 FEET;
 THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 307.31 FEET;
 THENCE SOUTH 00°24'02" EAST, A DISTANCE OF 35.80 FEET;
 THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 12.00 FEET;
 THENCE NORTH 00°24'02" WEST, A DISTANCE OF 35.80 FEET;
 THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 5.69 FEET TO A POINT ON THE WEST LINE OF PARCEL "A", OF THE AFORESAID ELITE PLAT;
 THENCE NORTH 00°25'40" WEST, ALONG SAID WEST LINE, A DISTANCE OF 12.00 FEET TO THE AFOREDESCRIBED POINT "B";
 THENCE NORTH 89°35'58" EAST, A DISTANCE OF 270.65 FEET;
 THENCE NORTH 00°24'02" WEST, A DISTANCE OF 17.08 FEET;
 THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 18.11 FEET;
 THENCE NORTH 00°24'02" WEST, A DISTANCE OF 12.00 FEET;
 THENCE NORTH 89°35'58" EAST, A DISTANCE OF 18.11 FEET;
 THENCE NORTH 00°24'02" WEST, A DISTANCE OF 221.77 FEET;
 THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 16.27 FEET;
 THENCE NORTH 00°24'02" WEST, A DISTANCE OF 12.00 FEET;
 THENCE NORTH 89°35'58" EAST, A DISTANCE OF 16.27 FEET;
 THENCE NORTH 00°24'02" WEST, A DISTANCE OF 214.07 FEET;
 THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 17.83 FEET;
 THENCE NORTH 00°24'02" WEST, A DISTANCE OF 12.00 FEET;
 THENCE NORTH 89°35'58" EAST, A DISTANCE OF 17.83 FEET;
 THENCE NORTH 00°24'02" WEST, A DISTANCE OF 35.56 FEET;
 THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 236.81 FEET;
 THENCE SOUTH 00°24'02" EAST, A DISTANCE OF 17.22 FEET;
 THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 12.00 FEET;
 THENCE NORTH 00°24'02" WEST, A DISTANCE OF 17.22 FEET;
 THENCE SOUTH 89°35'58" WEST, A DISTANCE OF 22.10 FEET TO A POINT ON THE WEST LINE OF PARCEL "A" OF THE AFORESAID ELITE PLAT;
 THENCE NORTH 00°25'40" WEST, ALONG SAID WEST LINE, A DISTANCE OF 12.00 FEET TO THE AFOREDESCRIBED POINT "A" AND THE POINT OF BEGINNING.

SAID STRIP OF LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 15,647 SQUARE FEET MORE OR LESS.

SHEET 4 OF 4



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