

COMPOSITE EXHIBIT "1"

Prepared by: Name: Jay Huebner – HSQ Group, Inc.
Address: 1001 Yamato Road, Suite 105
Boca Raton, FL 33431

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

Property appraiser's PIN: 484218030022

UTILITY EASEMENT

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

THIS UTILITY EASEMENT is made and entered into this 4 day of August, 2020, by and between TT of Sample, a FL Corp which has its principal place of business 505 S. Flagler Dr, Suite 1400, West Palm Beach, FL 33401, 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 located 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 water, sewer, or drainage 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. 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 or decorative features placed over the easement area.

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. Florida law shall apply to all disputes as to the interpretation 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 7 day of August, 2020.

GRANTOR:

(Corp seal)

TT of Sample, Inc.
a FL Corp

ATTEST:

- Secretary

by: [Signature]
Assistant Secretary - Title
Stephen Terry - Print Name

Witness 1:

[Signature]
Adams Chinner
(Print/type/stamp name of witness)

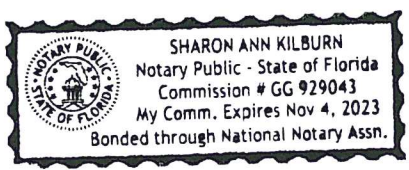
Witness 2:

[Signature]
Yvette M. Sharp
(Print/type/stamp name of witness)

STATE OF Florida

COUNTY OF Palm Beach

THE FOREGOING UTILITY EASEMENT was acknowledged before me this 4th day of August, 2020 by Stephen Terry (name), Assistant Secretary (title) of TT of Sample, Inc, a _____ (FL/Foreign Corp/LLC/Individual). He/she is personally known to me or has produced _____ (type of ID), as identification.



[Signature]
Notary Public-State of
Sharon A Kilburn
(Print/type/stamp name of Notary Public)

EXHIBIT "B"

DESCRIPTION:

A PORTION OF TRACT "B", COMMERCE CENTER OF COCONUT CREEK, AS RECORDED IN PLAT BOOK 131, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 48 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT "B"; THENCE, ALONG THE NORTH LINE OF SAID TRACT "B", S89°37'19"W, A DISTANCE OF 616.29 FEET; THENCE, DEPARTING SAID NORTH LINE, S00°22'41"E, A DISTANCE OF 174.58 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"W, A DISTANCE OF 20.70 FEET; THENCE N90°00'00"W, A DISTANCE OF 21.26 FEET; THENCE S00°22'42"E, A DISTANCE OF 122.98 FEET; THENCE N89°34'45"E, A DISTANCE OF 9.72 FEET TO THE WEST LINE OF AN EXISTING WATER EASEMENT AS RECORDED IN O.R.B. 16525, PAGE 891 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S00°25'15"E, ALONG THE WEST LINE OF SAID EXISTING EASEMENT, A DISTANCE OF 12.00 FEET; THENCE S89°34'45"W, A DISTANCE OF 21.73 FEET; THENCE N00°22'42"W, A DISTANCE OF 147.07 FEET; THENCE S90°00'00"E, A DISTANCE OF 16.58 FEET; THENCE N00°00'00"E, A DISTANCE OF 8.70 FEET; S90°00'00"E, A DISTANCE OF 16.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,282.4 SQUARE FEET OR 0.0524 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED LANDS LYING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF THE REGISTERED LAND SURVEYOR.
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 A PLAT BEARING OF S89°37'19"W ALONG THE NORTH LINE OF TRACT "B", COMMERCE CENTER OF COCONUT CREEK, AS RECORDED IN PLAT BOOK 131, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THE "LAND DESCRIPTION" WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
6. RECORDING INFORMATION SHOWN HEREON IS OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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 SURVEYED UNDER MY DIRECTION ON OCTOBER 31, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 2



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

TRACT "B" COMMERCE CENTER OF COCONUT CREEK
UTILITY EASEMENT
SKETCH OF DESCRIPTION

JEFFREY R. WAGNER
REGISTERED LAND
SURVEYOR NO. 5302
STATE OF FLORIDA
LB# 3591

DATE 3/30/2021

DRAWN BY ACE

F.B./ PG. NONE

SCALE NONE

JOB NO. 8163-1-UE-2

EXHIBIT "B"

TRACT 65
PALM BEACH FARMS COMPANY PLAT NO. 3

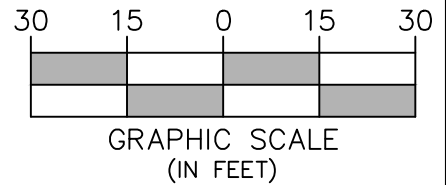
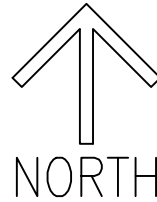
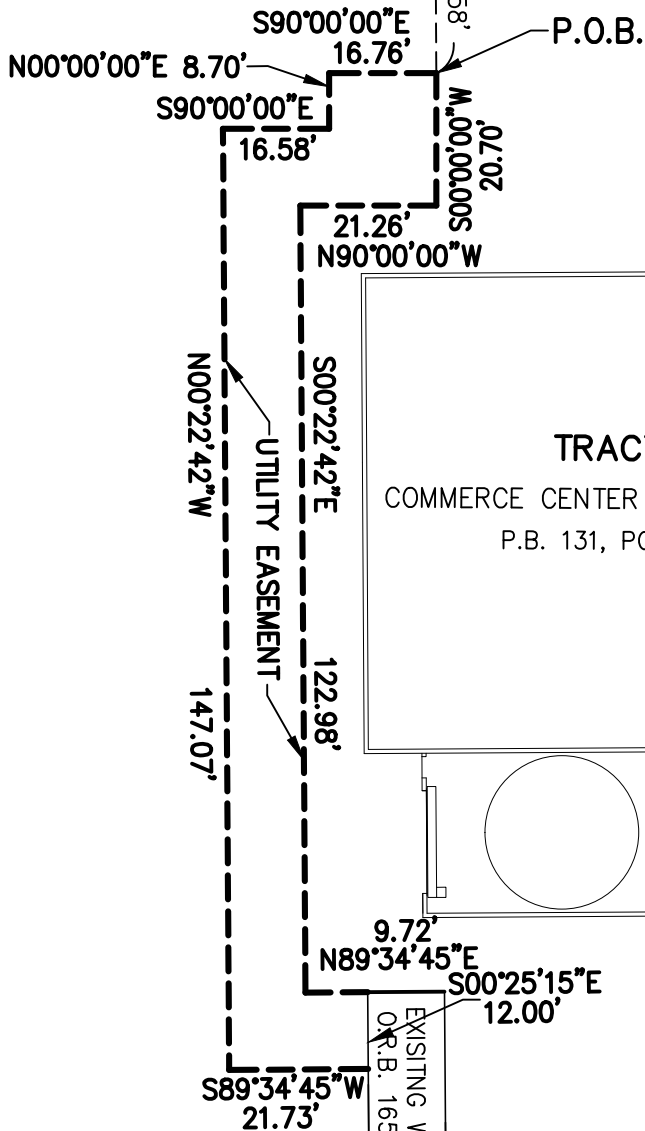
TRACT "D"

S89°37'19"W

616.29'

N LINE TRACT "B"
(BASIS OF BEARINGS)

P.O.C.
NE CORNER
TRACT "B"



TRACT "B"
 COMMERCE CENTER OF COCONUT CREEK
 P.B. 131, PGS. 27-30

LEGEND:

- LB LICENSED BUSINESS NUMBER
- P.B. PLAT BOOK
- PG(S). PAGE(S)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

**TRACT "B" COMMERCE CENTER OF COCONUT CREEK
 UTILITY EASEMENT
 SKETCH OF DESCRIPTION**

DATE	3/30/2021
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	1"=30'
JOB NO.	8163-1-UE-2