

Exhibit 1 to Resolution

Prepared by: Eve M. Lewis, Assistant City Attorney
City Hall, 4800 W. Copans Rd.
Coconut Creek, FL 33063

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

Property appraiser's PIN: 484205010070

FIRE SUPPRESSION ACCESS EASEMENT

THIS FIRE SUPPRESSION ACCESS EASEMENT is made and entered into this ____ day of _____, 20____, by and between Deerfield Lake Associates Limited Partnership, a Florida limited partnership, which has its principal place of business 31550 Northwestern Hwy, #200, Farmington Hills, MI 48334, 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 4400 NW 69 Court, Coconut Creek, FL, in Broward County, Florida, as more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof (hereinafter the "Property"), Parcel ID: 484205010070, 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 fire suppression access easement more particularly described in Exhibit "B," attached hereto and by this reference made a part hereof, over and upon the property for access to the nearest fire hydrant, and for any other fire suppression purposes that the Grantee may deem necessary, granting unto said Grantee full and free right and authority to temporarily install, operate, maintain fire suppression equipment within the fire suppression access easement, as well as ingress and egress as Grantee may deem necessary over, across, and through 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 diminish the rights given to Grantee in the easement. Nor shall Grantor construct or permit to be constructed anything which may hinder the ability of the Grantee to use the easement as intended. 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 those that provide an unobstructed, clear path to afford access. Grantee further agrees to install and maintain a gate at its

northwestern property line, nearest the existing fire hydrant, to facilitate the City's access to the nearest water source for fire suppression purposes. Grantor shall be responsible for any losses, claims, damages or penalties resulting from its failure to comply with this obligation.

4. Grantee shall indemnify, defend and hold harmless Grantor (and Grantor's respective general and limited partners, directors, managers, officers, employees, representatives and affiliates) (each, an "Indemnified Party") from and against any and all claims, demands, suits, legal proceedings, liabilities, losses, damages related to property or persons (collectively, the "Losses"), which any such Indemnified Party shall incur, sustain or suffer as a direct result Grantee and/or a person or entity acting with authority and on behalf of Grantee in connection with or arising from Grantee's exercise of the rights granted to Grantee pursuant to this Easement to temporarily install, operate, maintain fire suppression equipment within the fire suppression access easement, as well as ingress and egress as Grantee may deem necessary over, across, and through the Property. The Indemnified Party shall retain the right to employ its own counsel and to participate in the defense of any third party claim for Losses, but in such event the Indemnified Party shall bear and shall be solely responsible for its own costs and expenses in connection with such participation. In the event Grantor files legal proceedings to enforce the provisions of the Indemnity set forth in this paragraph 4, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and such mediator fees, regardless of whether such costs are otherwise taxable. Nothing contained herein is intended nor shall be construed to waive Grantee's (City's) rights and immunities under the common law or Section 768.28, Fla. Stat., as amended from time to time; nor shall anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Fire Suppression Access Easement.

5. The Fire Suppression Access 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.

6. In the event the surface of the Property is disturbed by Grantee's exercise of any of its easement rights under this grant, such area shall be restored to the condition in which it existed before such disturbance 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.

7. Authorized Representative. The individual signing on behalf of the Grantor hereby states that he or she is the duly authorized representative of the signing party and that his or her signature on this grant has been duly authorized by, and creates the binding and enforceable obligation of, the

party on whose behalf the representative is signing.

8. Florida law shall apply to all disputes as to the interpretation and use of this Fire Suppression Access Easement; and venue for any legal action shall be exclusively in Broward County Circuit Court.

9. This Fire Suppression Access Easement shall be recorded in the Broward County Official Records Books by Grantor, at its sole expense. This Easement contains the entire agreement between the parties hereto and can only be modified in writing executed by the parties hereto.

IN WITNESS WHEREOF, GRANTOR, has caused this Fire Suppression Access Easement to be executed in its name, by its duly authorized officers, this _____ day of _____, 20____.

GRANTOR:

(Corp seal)

Deerfield Lake Associates Limited Partnership,
a Florida limited partnership
d/b/a Deerfield Lake Mobile Home Community

ATTEST:

_____- Secretary

by: _____,
_____- Title
_____- Print Name

Witness 1:

Witness 2:

(Print/type/stamp name of witness)

(Print/type/stamp name of witness)

STATE OF _____

COUNTY OF _____

THE FOREGOING FIRE SUPPRESSION ACCESS EASEMENT was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____ by _____, _____ (name and title), of _____ (name of corporation/LLC), a _____ (state or place of original registration) corporation/LLC, who is personally known to me or has produced _____, (type of ID), as identification.

Notary Public-State of

(stamp)

MORTGAGEE CONSENT TO EASEMENT

This CONSENT is made as of the day of _____, 20__ by _____, (“Mortgagee”) the owner and holder of that certain mortgage recorded on _____, 20__ in Official Record Book _____, Page _____, and/or Instrument Number _____ 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 ____ day of _____ 20__.

MORTGAGEE:

_____,
a _____ corporation
(Insert state of incorporation)

(Corp seal)
ATTEST:

_____, Secretary

By: _____
_____, President

Witness:

(Print/type/stamp name of witness)

Witness:

(Print/type/stamp name of witness)

STATE OF _____

COUNTY OF _____

THE FOREGOING CONSENT was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___ by _____, _____ (name and title), of _____ (name of corporation/LLC), a _____ (state or place of original registration) corporation/LLC, who is personally known to me or has produced _____, (type of ID), as identification.

Notary Public-State of

(Print/type/stamp name of Notary Public)

EXHIBIT "A"

Legal Description of real property generally located at 4400 NW 69 Court, Coconut Creek, FL:

All that part of the following, lying and being in Block 84, PALM BEACH FARMS PLAT NO. 3, according to the Plat thereof, recorded in Plat Book 2, Pages 45 to 54, inclusive, Public Records of Palm Beach County, Florida (Block 84 is now lying in Broward County, Florida).

PARCEL 1:

Tract 5, Less and Except the following four (4) parcels:

- a) The Northerly 53.0 feet thereof of Tract 5, Block 84, PALM BEACH FARMS COMPANY PLAT NO. 3, according to the Plat thereof, recorded in Plat Book 2, Pages 45 to 54, inclusive, of the Public Records of Palm Beach County, Florida
- b) The Westerly 25.0 feet thereof, Less the Northerly 53.0 feet of Tract 5;
- c) All that portion of said Tract 5 lying Northwesterly of an arc having a radius of 25.0 feet which is tangent to a line 53.0 feet South of and parallel to the North boundary of said Tract 5 and tangent to a line 25.0 feet East of and parallel to the West boundary of said Tract 5.
- d) All that portion of said Tract 5 platted as GOMBOS PLAT, according to the Plat thereof recorded in Plat Book 104, Page 50.

PARCEL 2:

Tract 6, Less and Except the Northerly 53 feet thereof; Less and Except that portion of Tract 6 Platted as GOMBOS PLAT, according to the Plat thereof, recorded in Plat Book 104, Page 50, and Less and Except DLC PLAT, according to the Plat thereof, recorded in Plat Book 88, Page 23.

PARCEL 3:

Tracts 7 and 8, Less and Except the Northerly 60 feet thereof; Less and Except that portion platted as GOMBOS PLAT, according to the Plat thereof, recorded in Plat Book 104, Page 50.

PARCEL 4:

Vacated Road Right-of-Way running Easterly from Lyons road and lying between Tracts 5, 6, 7, 8 and Tracts 19, 20, 21, 22, all in Block 84 of PALM BEACH FARMS COMPANY, PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida, Less the West 25 feet thereof. (NOTE: Block 84 is now lying in Broward County, Florida.)

PARCEL 5:

Tracts 19, 20, 21 and 22, Less and Except the Westerly 25 feet of Tract 22.

PARCEL 6:

Tract 23, Less and Except the Westerly 25 feet thereof, and all of Tracts 24, 25, and 26.

REC 125UL

EXHIBIT "B"

LEGAL DESCRIPTION

An Easement over a Portion of Tract 85, Block 84, THE PALM BEACH FARMS COMPANY according to the Plat thereof, as recorded in Plat Book 2 at Page 45 of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Southwest (SW) corner of "GOMBOS PLAT" according to the Plat thereof, as recorded in Plat Book 104 at Page 50 of the Public Records of Broward County, Florida, run South 89°58'30" East (Basis of Bearings) along the southerly line of said Plat, 15.00 feet;

thence run Due South, 3.00 feet to the POINT OF BEGINNING of a six (6) foot wide parcel of land lying three (3) feet on each side of the following described line;

thence run South 89°58'30" East along a line lying 3.00 feet southerly and parallel to the southerly line of said Plat, 20.69 feet;

thence run South 24°42'50" East, 105.79 feet;

thence run South 54°49'31" East, 31.55 feet to the POINT OF TERMINATION.

Said lands situate, lying and being in the DEERFIELD BEACH, Broward County, Florida.

NOTES:

1. THIS SKETCH & LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE & SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
2. THIS SKETCH & LEGAL DESCRIPTION CONSISTS OF TWO (2) SHEETS & IS NOT COMPLETE WITHOUT ALL SHEETS.
3. THIS IS NOT A SURVEY.

PREPARED BY:

CARY D. WINNINGHAM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 2961

DATE: _____

PORTION OF THE PALM BEACH
FARMS COMPANY, BLOCK 84, TRACT 5
(PB 2, PG 45-54, BCR)

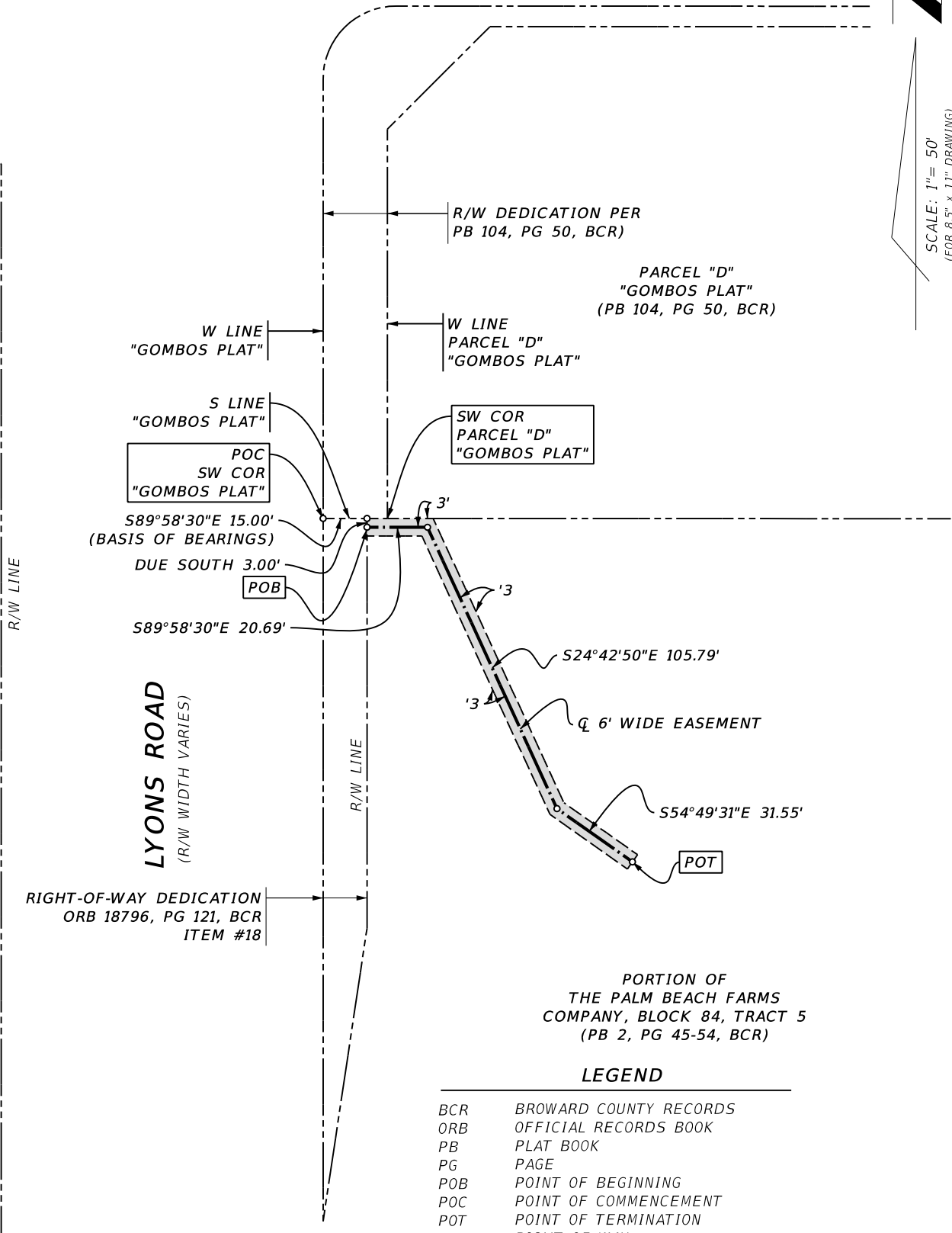
 **WINNINGHAM & FRADLEY, INC.**
ENGINEERS • PLANNERS • SURVEYORS
111 N.E. 44th STREET • OAKLAND PARK, FL 33334
954.771.7440 fax: 954.771.0298 • EB 0002995 LB 0002995

LEGAL DESCRIPTION OF EASEMENT

SKETCH: AMF	DATE: 04/2022	PUBLISHED: 4/14/2022,6:37:57 AM	
LEGAL: AMF	DATE: 04/2022	PROJECT NUMBER	SHEET
CHECKED:	DATE:	W15015	1 OF 2

HILLSBORO BOULEVARD

SCALE: 1" = 50'
(FOR 8.5" x 11" DRAWING)



PARCEL "D"
"GOMBOS PLAT"
(PB 104, PG 50, BCR)

POB

POT

RIGHT-OF-WAY DEDICATION
ORB 18796, PG 121, BCR
ITEM #18

LYONS ROAD
(R/W WIDTH VARIES)

R/W DEDICATION PER
PB 104, PG 50, BCR

W LINE
"GOMBOS PLAT"

S LINE
"GOMBOS PLAT"

POC
SW COR
"GOMBOS PLAT"

SW COR
PARCEL "D"
"GOMBOS PLAT"

W LINE
PARCEL "D"
"GOMBOS PLAT"

3'

3'

3'

S24°42'50"E 105.79'

6' WIDE EASEMENT

S54°49'31"E 31.55'

LEGEND

- BCR BROWARD COUNTY RECORDS
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINATION
- R/W RIGHT-OF-WAY

THIS IS NOT A SURVEY

PORTION OF THE PALM BEACH
FARMS COMPANY, BLOCK 84, TRACT 5
(PB 2, PG 45-54, BCR)

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SKETCH OF EASEMENT

SKETCH: AMF	DATE: 04/2022	PUBLISHED: 4/14/2022, 6:38:04 AM	
LEGAL: AMF	DATE: 04/2022	PROJECT NUMBER	SHEET
CHECKED:	DATE:	W15015	2 OF 2

J:\2015\W15015-Deerfield MHP\CAD\SRV\Legals\FD Easement_Skech & Legal.dgn(02-Sketch)