

COMPOSITE EXHIBIT "1"

Prepared by: Theresa M. Kenney, Esq., B.C.S.  
Duss; Kenney, Safer, Hampton & Joos, P.A.  
4348 Southpoint Blvd., #101  
Jacksonville, Florida 32216

Return to: City Clerk  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, Florida 33063  
Property Appraisers PIN \_\_\_\_\_

Property appraiser's PIN: 4741 36 04 0011

**UTILITY EASEMENT**

(Water, Wastewater, and General Utilities)  
(From a Florida limited liability company)

**THIS UTILITY EASEMENT** is made and entered into this 25th day of September, 2020, by and between THE ALLEGRO AT PARKLAND, L.L.C., a Florida limited liability company, whose principal address is 212 South Central Avenue, Suite 301, St. Louis, MO 63105, 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 5901 Loxahatchee Road, Parkland, Broward County, Florida 33067, 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, non-exclusive, utility easement more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Easement Area"), for water purposes, wastewater purposes and for any related 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 Easement Area. To the greatest extent economically feasible in

accordance with sound engineering practices, all installations by or on behalf of Grantee within the Easement Area shall be constructed to lie below the surface of the ground.

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 within the Easement Area 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 Area 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. 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. At the request of either party, the parties shall execute and record an instrument confirming any termination of this Utility Easement.

5. In the event the surface of the Easement Area or any other portion of the 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 Utility 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 Utility Easement or the Easement Area 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 wrongful intentional or 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 Utility Easement; and venue for any legal action shall be exclusively in Broward County Circuit Court.

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[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 25<sup>th</sup> day of SEPTEMBER, 2020.

Signed, sealed and delivered in the presence of:

**THE ALLEGRO AT PARKLAND, L.L.C.**, a Florida limited liability company

Name: *Curtis L. Collier*

By: LACPI-ASL PARKLAND, LLC, a Missouri limited liability company, its Sole Member and Manager

Name: *John LeFauve*

By: Allegro Senior Living, LLC, a Delaware limited liability company, its Manager

By: *[Signature]*  
Print Name: Richard C Miller  
Its: Authorized Signatory

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS )

The foregoing instrument was acknowledged before me by means of (please check appropriate statement): x physical presence or \_\_\_\_\_ online notarization this 28<sup>th</sup> day of September, 2020, by Richard C. Miller, the Authorized signatory of Allegro Senior Living, LLC, a Delaware limited liability company, the Manager of LACPI-ASL Parkland, LLC, a Missouri limited liability company, the Sole Member and Manager of The Allegro at Parkland, L.L.C., a Florida limited liability company, on behalf of said limited liability companies. He is personally known to me or has produced known as identification.

[NOTARY SEAL]

*Joy E Schaefer* 18575409  
Notary Public, State and County Aforesaid  
My commission expires: 4/22/2022



JOY E SCHAEFER  
My Commission Expires  
April 22, 2022  
St. Louis County  
Commission #18575409

## EXHIBIT A: THE PROPERTY

A portion of Parcel 'A', MECCA COMMERCIAL, according to the Plat thereof, as recorded in Plat Book 149, Page 38, of the Public Records of Broward County, Florida; being described as follows:

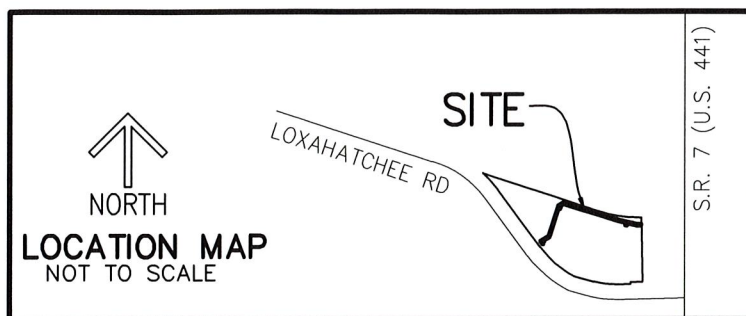
Commence at the northwest corner of said Parcel 'A'; thence  $S71^{\circ}51'55''E$ , 14.69 feet to the Point Of Beginning; thence continue  $S71^{\circ}51'55''E$ , 792.76 feet to the point of curvature of a curve, concave to the northeast, having a radius of 860.00 feet and a central angle of  $18^{\circ}08'33''$ ; thence southeasterly and easterly along said curve an arc distance of 272.32 feet (the previous three calls being along the north line of said Parcel 'A'); thence  $S01^{\circ}20'34''E$ , 419.05 feet to a point on the north right-of-way line of Lox Road, also known as Loxahatchee Road, as recorded in Instrument #113744936, of the Public Records of Broward County, Florida; thence  $S88^{\circ}36'53''W$ , 62.55 feet; thence  $S01^{\circ}23'07''E$ , 12.00 feet; thence  $S88^{\circ}36'53''W$ , 83.72 feet to a point of curvature of a curve, concave to the northeast, having a radius of 609.00 feet and a central angle of  $15^{\circ}08'18''$ ; thence westerly along said curve an arc distance of 160.91 feet; thence  $N74^{\circ}21'59''W$ , 132.59 feet to a point of curvature of a curve, concave to the northeast (radial bearing to said point bears  $S26^{\circ}06'53''W$ ), having a radius of 619.00 feet and a central angle of  $27^{\circ}30'00''$ ; thence northwesterly along said curve an arc distance of 297.10 feet to a point of tangency;  $N36^{\circ}23'07''W$ , 467.74 feet to a point of curvature of a curve, concave to the southwest, having a radius of 752.20 feet and a central angle of  $10^{\circ}49'15''$ ; thence northwesterly along said curve an arc distance of 142.06 feet (the previous eight calls being along said north right-of-way line of Lox Road, also known as Loxahatchee Road), to the Point Of Beginning.

Said lands lying in the City of Parkland, Broward County, Florida.

END

EXHIBIT B: THE EASEMENT AREA

# EXHIBIT B



## NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN ORIGINAL SURVEYOR'S SEAL.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HERON ARE REFERENCED TO THE NORTH LINE OF PARCEL A, MECCA COMMERCIAL, PLAT BOOK 149, PAGE 38, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEARING S89°35'25"W.
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

## DESCRIPTION

BEING A PORTION OF PARCEL A, MECCA COMMERCIAL, PLAT BOOK 149, PAGE 38, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL A; RUN THENCE SOUTH 89°35'25" WEST, ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 261.99 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 860.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, ALONG SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 00°24'07", A DISTANCE OF 6.03 FEET; THENCE SOUTH 01°20'34" EAST, (DEPARTING FROM SAID NORTH LINE), A DISTANCE OF 47.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°20'34" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 88°45'20" WEST, A DISTANCE OF 34.62 FEET; THENCE NORTH 76°23'26" WEST, A DISTANCE OF 58.08 FEET; THENCE SOUTH 13°36'24" WEST, A DISTANCE OF 13.49 FEET; THENCE NORTH 76°23'36" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 13°36'24" EAST, A DISTANCE OF 13.49 FEET; THENCE NORTH 76°23'36" WEST, A DISTANCE OF 44.67 FEET; THENCE NORTH 72°54'33" WEST, A DISTANCE OF 380.34 FEET; THENCE SOUTH 62°05'27" WEST, A DISTANCE OF 35.19 FEET; THENCE SOUTH 71°51'55" EAST, A DISTANCE OF 10.55 FEET; THENCE SOUTH 18°08'05" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 71°51'55" WEST, A DISTANCE OF 10.76 FEET; THENCE SOUTH 18°08'05" WEST, A DISTANCE OF 197.46 FEET; THENCE SOUTH 60°23'42" WEST, A DISTANCE OF 41.53 FEET; THENCE SOUTH 29°36'18" EAST, A DISTANCE OF 7.23 FEET; THENCE SOUTH 60°23'42" WEST, A DISTANCE OF 13.75 FEET; THENCE SOUTH 29°36'18" EAST, A DISTANCE OF 10.70 FEET; THENCE SOUTH 60°23'42" WEST, A DISTANCE OF 6.08 FEET TO A POINT ON THE EAST LINE OF A 12.00 FOOT UTILITY EASEMENT AS SHOWN ON SAID PLAT; THENCE NORTH 36°23'07" WEST, ALONG SAID EAST LINE, A DISTANCE OF 30.15 FEET; THENCE NORTH 60°23'42" EAST, (DEPARTING FROM SAID EAST LINE), A DISTANCE OF 60.28 FEET; THENCE NORTH 18°08'05" EAST, A DISTANCE OF 209.45 FEET; THENCE NORTH 62°05'27" EAST, A DISTANCE OF 45.30 FEET; THENCE SOUTH 72°54'33" EAST, A DISTANCE OF 384.94 FEET; THENCE SOUTH 76°23'36" EAST, A DISTANCE OF 112.83 FEET; THENCE NORTH 88°45'20" EAST, A DISTANCE OF 33.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN BROWARD COUNTY, FLORIDA.  
CONTAINING 10,621 SQUARE FEET, OR 0.244 ACRES, MORE OR LESS.

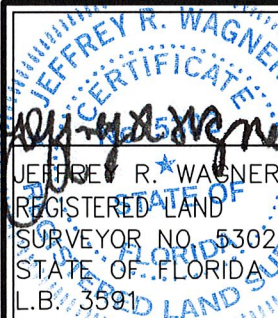
8093 WTR ESMT.dwg

SHEET 1 OF 3

**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452



JEFFREY R. WAGNER  
 REGISTERED LAND SURVEYOR  
 STATE OF FLORIDA  
 SURVEYOR NO. 5302  
 L.B. 3591



DATE	11/03/2020
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	N/A
JOB NO.	8093

**EXHIBIT B**  
**UTILITY EASEMENT**  
**SKETCH OF LEGAL DESCRIPTION**

**LEGEND**

- D.E. - DRAINAGE EASEMENT
- INST. - INSTRUMENT
- P.B. - PLAT BOOK
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- PG. - PAGE
- R/W - RIGHT-OF-WAY
- U.E. - UTILITY EASEMENT



HILLSBORO CANAL

12' U.E.  
(P.B. 149, PG. 38)

N62°05'27"E 45.30'

UTILITY EASEMENT

S62°05'27"W 35.19'

S71°51'55"E 10.55'

S18°08'05"W 12.00'

N71°51'55"W 10.76'

N18°08'05"E 209.45'  
UTILITY EASEMENT

S18°08'05"W 197.46'  
UTILITY EASEMENT

PARCEL A  
(P.B. 149, PG. 38)

E LINE OF  
12' U.E.  
N60°23'42"E  
60.28'

EXISTING BUILDING

S60°23'42"W 41.53'

S29°36'18"E 7.23'

S60°23'42"W 13.75'

S29°36'18"E 10.70'

S60°23'42"W 6.08'

N36°23'07"W  
30.15'

12' D.E.  
(INST. 114337801)

12' U.E.  
(P.B. 149, PG. 38)  
E R/W LINE OF ROAD  
LOXAHATCHEE ROAD

MATCH SHEET 3

THIS IS NOT A SURVEY

SHEET 2 OF 3



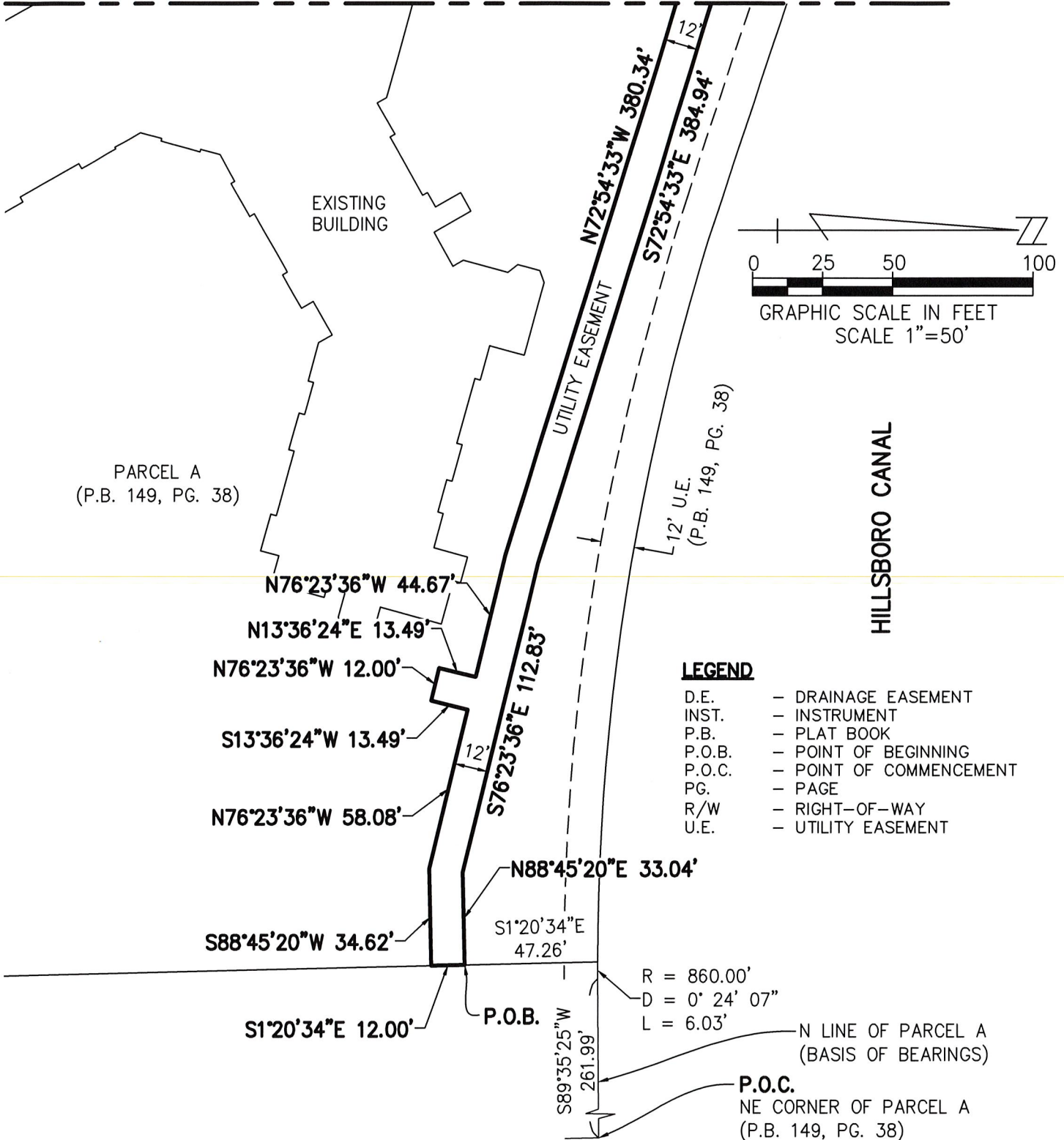
**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	11/03/2020
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=50'
JOB NO.	8093

**EXHIBIT B**  
**UTILITY EASEMENT**  
**SKETCH OF LEGAL DESCRIPTION**





THIS IS NOT A SURVEY

SHEET 3 OF 3



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

**EXHIBIT B**  
**UTILITY EASEMENT**  
**SKETCH OF LEGAL DESCRIPTION**

DATE 11/03/2020

DRAWN BY SAS

F.B./ PG. N/A

SCALE 1"=50'

JOB NO. 8093

**MORTGAGEE CONSENT TO EASEMENT**

This CONSENT is made as of the 6<sup>th</sup> day of October, 2020 by SYNOVUS BANK, a Georgia state banking corporation, ("Mortgagee") the owner and holder of that certain Mortgage and Security Agreement and Fixture Filing dated November 30, 2017, and recorded December 5, 2017, as Instrument Number 114755858, of the public records of Broward County, Florida ("Mortgage") securing indebtedness and obligations more particularly described therein (the "Loan"), which Mortgage encumbers the real property legally described on Exhibit "A" to the Utility Easement to which this Consent is attached (the "Property").

Mortgagee consents to said Utility Easement without in any manner releasing, satisfying or discharging the Mortgage or any other document or instrument evidencing or securing the Loan. 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, or the Property subject thereto 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 6<sup>th</sup> day of October 2020.

MORTGAGEE:

SYNOVUS BANK, a Georgia state banking corporation

(Corp seal)

By: Sarah S. Duggan  
Print Name: Sarah S. Duggan  
Title: SR. DIRECTOR

Witness:

Anthony W. Carter  
(Print/type/stamp name of witness)

Witness:

John W. Tyson  
(Print/type/stamp name of witness)

STATE OF Alabama

COUNTY OF Jefferson

THE FOREGOING CONSENT was sworn and subscribed to before me by means of  physical presence or  online notarization, this 6th day of October, 2020 by Sarah S. Duggan (name), Senior Director (title) of SYNOVUS BANK, a Georgia state banking corporation, who acknowledged before me that they executed this Mortgagee Consent to Easement for and on behalf of said corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of ID), as identification.

Donna C. Phillips

Notary Public-State and County Aforesaid

Donna C. Phillips

(Print/type/stamp name of Notary Public)

[NOTARY SEAL]

