

Composite Exhibit "1"

Prepared by: Name: Eve M. Lewis, Esq.  
Address: 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: 4842 08 11 0010

**UTILITY EASEMENT**

(Water, Wastewater, and General Utilities)  
(From a Florida Not For Profit Corporation)

**THIS UTILITY EASEMENT** is made and entered into this 20 day of June, 2021, by and between **BANYAN TRAILS PROPERTY OWNERS ASSOCIATION, INC.**, a Florida Not for Profit Corporation which has its principal place of business 1280 SW 36 Ave #305, POMPANO BEACH, FL 33069, 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 3702 Stagecoach Drive, Coconut Creek, FL 33073, 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. 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.

8. 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.

[Signatures to follow]

IN WITNESS WHEREOF, GRANTOR, has caused this Utility Easement to be executed in its name, by its duly authorized officers, this 20 day of June, 2022.

GRANTOR:

(Corp seal)

[Signature]  
a (FL/Foreign Corp/LLC/Individual)

ATTEST:

[Signature]  
- Secretary

by: Susan Sargis,  
President - Title  
Susan Sargis Print Name

Witness 1:

[Signature]  
Robert Miller

(Print/type/stamp name of witness)

Witness 2:

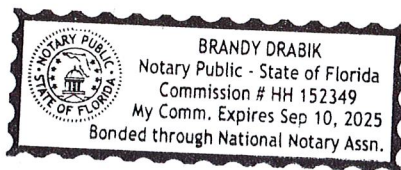
[Signature]  
Chandra D.O.

(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 20 day of June, 2022 by President, Susan Sargis (name and title), of Banyan Trails POA (name of corporation/LLC), a Florida (state or place of original registration) corporation/LLC, who is personally known to me or has produced \_\_\_\_\_, (type of ID), as identification.



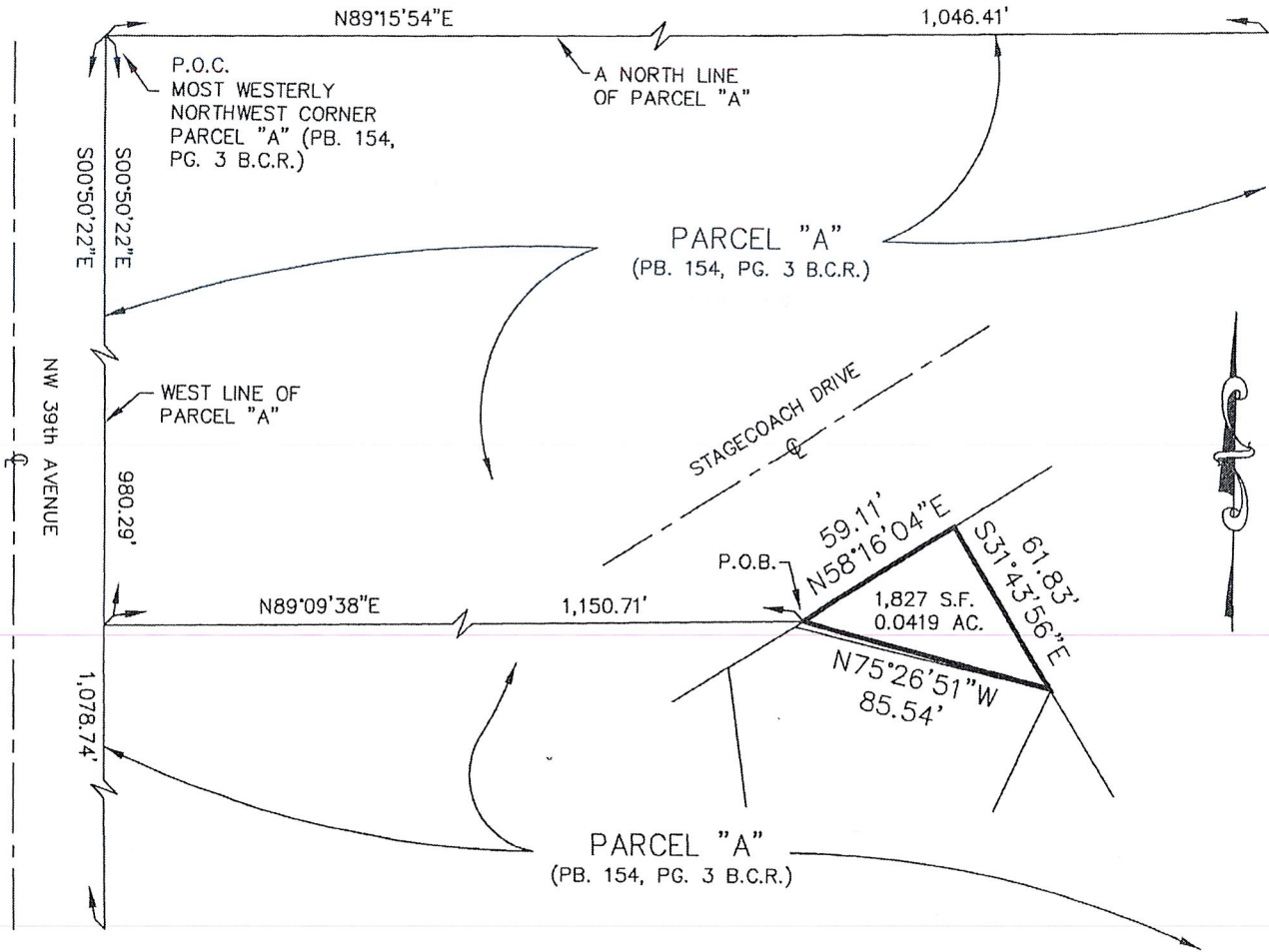
[Signature]  
Notary Public-State of  
Brandy Drabik  
(Print/type/stamp name of Notary Public)

## EXHIBIT "A"

A portion of Parcel "A", "BANYAN TRAILS", according to the Plat thereof as recorded in Plat Book 154, at Page 3, of the Public Records of Broward County, Florida, and being more particularly described as follows; Commencing at the most Westerly Northwest corner of said Parcel "A"; thence South 00°50'22" East, along the Westerly Line of said Parcel "A" a distance of 982.04 feet; thence North 89°09'38" East, a distance of 1,147.79 feet to the POINT OF BEGINNING, thence North 58°16'04" East, a distance of 62.52 feet; thence South 31°43'56" East, a distance of 62.53 feet; thence North 76°43'34" West, a distance of 88.43 feet to the POINT OF BEGINNING.  
Containing 1,954.58 square feet or 0.0449 acres, more or less.

# EXHIBIT "B"

## SKETCH AND DESCRIPTION



- NOTES:**
1. THIS IS A SKETCH AND DESCRIPTION NOT A MAP OF BOUNDARY SURVEY.
  2. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF BANYAN TRAILS, (PB. 154, PG. 3 B.C.R.)
  3. THIS SKETCH AND DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND EMBOSSED SEAL OF THE CERTIFYING SURVEYOR.

- LEGEND:**
- PB. = PLATBOOK
  - CL = CENTERLINE
  - PG. = PAGE
  - COR. = CORNER
  - AC. = ACRES
  - S.F. = SQUARE FEET
  - B.C.R. = BROWARD COUNTY RECORDS
  - P.O.C. = POINT OF COMMENCEMENT
  - P.O.B. = POINT OF BEGINNING

SHEET 1 OF 2

**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.

DATED: 12/23/21

  
 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  
 PH: (954) 753-5210  
 E-mail: brewer1n@bellsouth.net

	REVISIONS	DATE	BY	CKD	FB/PG
SCALE: 1" = 60'					
FB/PG: N/A					
DRAWN BY: W.D.K.					
CKD. BY: AFF					
JOB NO: 20-70	REVISE / REDUCE SIZE OF TRIANGLE PER CLIENT REQUEST	1/25/22	AFF	WDK	N/A

## SKETCH AND DESCRIPTION


**DESCRIPTION:**

A PORTION OF PARCEL "A", BANYAN TRAILS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 154, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL "A";  
 THENCE SOUTH 00°50'22" EAST, ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 980.29 FEET;  
 THENCE NORTH 89°09'38" EAST, A DISTANCE OF 1,150.71 FEET TO THE POINT OF BEGINNING;  
 THENCE NORTH 58°16'04" EAST, A DISTANCE OF 59.11 FEET;  
 THENCE SOUTH 31°43'56" EAST, A DISTANCE OF 61.83 FEET;  
 THENCE NORTH 75°26'51" WEST, A DISTANCE OF 85.54 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA. CONTAINING 1,827 SQUARE FEET OR 0.0419 ACRES MORE OR LESS.

SHEET 2 OF 2

 <p><b>PAUL E. BREWER &amp; ASSOCIATES, INC.</b>                  12321 N.W. 35th Street                  Coral Springs, FL 33065                  PH: (954) 753-5210                  E-mail: brewer.in@bellsouth.net</p>	SCALE:	N/A	REVISIONS	DATE	BY	CKD	FB/PG
	FB/PG:	N/A					
	DRAWN BY:	W.D.K.					
	CKD. BY:	AFF					
	JOB NO:	20-70	REVISE / REDUCE SIZE OF TRIANGLE PER CLIENT REQUEST	1/25/22	AFF	WDK	N/A