

Prepared by/Return to:  
City of Pompano Beach  
100 West Atlantic Boulevard  
Pompano Beach, Florida 33060

## UTILITY EASEMENT

THIS UTILITY EASEMENT (this "Easement") is made and executed this 15 day of ~~May~~ <sup>JUNE</sup>, 2009, by MACY'S FLORIDA STORES, LLC, an Ohio limited liability company, whose address is West Seventh Street, Cincinnati, Ohio 45202 (the "Grantor"), to the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, having an address of 100 W. Atlantic Blvd., Pompano Beach, Florida 33060 (the "Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies).

### WITNESSETH:

**WHEREAS**, Grantor is lawfully seized in fee simple and is in possession of certain property situated in Broward County, Florida (hereinafter referred to as "Property"); and

**WHEREAS**, Grantor desires to grant a non-exclusive utility easement in, on, over, under, through, and across the Property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

**NOW, THEREFORE**, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby states as follows:

1. Grantor does hereby grant unto the Grantee, a perpetual non-exclusive utility easement in, on over, under, through, and across the Easement Area, with the full and free right of ingress and egress.

2. Grantee shall have the right and privilege from time to time to construct, reconstruct, improve, add to, enlarge, change pressure, as well as the size of, and to remove such facilities or any of them, together with the right to permit any other person, firm or corporation to any facilities hereunder and the right of ingress and egress to said premises at all times.

3. Grantee shall have the right to keep the easement area cleared of obstructions. Nothing herein shall affect Grantor's right, nor that of its successors and assigns, and their invitees, to use the surface area of the subject property for retail or shopping center purposes, including, but not limited to, pedestrian and vehicular ingress, egress, passage and parking, and the installation and maintenance of surface parking areas, roads, curbs, sidewalks, parking islands, gutters, trees, plants, grass sod, and other landscaping, Notwithstanding the foregoing, Grantor shall not erect or place any building or tree on the easement area.

4. Grantee shall endeavor to minimize interference with normal and routine business activities in the event of emergency repairs. No planned maintenance, repair, replacement, reconstruction, paving or similar types of activities shall be conducted by Grantee from the period of October 15 through December 31 of any year that any portion of the shopping center operated by Grantor adjacent to the easement area is open for business without the written consent of Grantor being obtained in advance of the commencement of any such work or similar types of activities. Said written consent shall not be unreasonably withheld.


5. If at any time Grantee's facilities on the subject property shall interfere with Grantor's proposed expansion or construction of buildings or other improvements on Grantor's property, Grantor may relocate certain designated facilities of Grantee upon application for and receipt of all required permits for the work in addition to the Grantor providing a replacement utility easement for the relocated facilities.

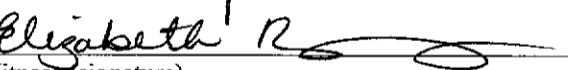
6. The Easement granted shall be binding upon the Grantor and its successors and assigns. This Easement shall not be released or amended in any manner without the written consent of Grantee, except as otherwise provided herein.

7. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers or representatives hereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness (signature)  
Printed name: Amy E. Schuster

  
\_\_\_\_\_  
Witness (signature)  
Printed name: Elizabeth Renger

**GRANTOR:**

MACY'S FLORIDA STORES, LLC, an Ohio  
limited liability company

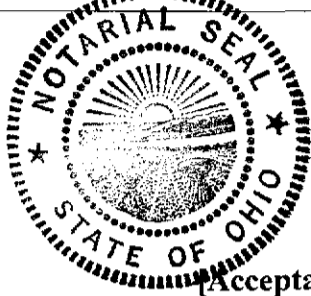
By: Macy's Retail Holdings, Inc., a New York  
corporation, Member

  
\_\_\_\_\_  
By: Carl L. Goertemoeller, Sr. V. P.

STATE OF OHIO  
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this 15th day of May, 2009 by Carl L. Goertmoeller, the Sr. Vice President and on behalf of Macy's Retail Holdings, Inc., a New York corporation, a Member of Macy's Florida Stores, LLC, an Ohio limited liability company, who is personally known to me, ~~or who~~ has produced \_\_\_\_\_ as identification.

(seal)



*Elizabeth J. Haass*

Notary Public in and for the State and County aforesaid.

Commission Number: \_\_\_\_\_ **ELIZABETH J. HAASS** \_\_\_\_\_

My Commission expires: \_\_\_\_\_ Notary Public, State of Ohio

Print Notary Name: \_\_\_\_\_ My Commission Expires Mar. 26, 2012

[Acceptance by City on following page]

The foregoing Easement and all of its agreements, terms, conditions and representations are hereby accepted at Pompano Beach, Florida, this 15 day of JUNE, 2009.

Signed, sealed and delivered in the presence of:

CITY:  
CITY OF POMPANO BEACH

Christine Wodka  
Witness (signature)  
Printed name: Christine Wodka

By: [Signature]  
Print Name: Lamar Fisher Title: Mayor

Shelley R. Bartholomew  
Witness (signature)  
Printed name: Shelley R. Bartholomew

By: [Signature]  
Print Name: Keith Chadwell  
Title: City Manager

Attest: [Signature]

Print Name: ASCELETA HAMMOND  
Title: Deputy City Clerk

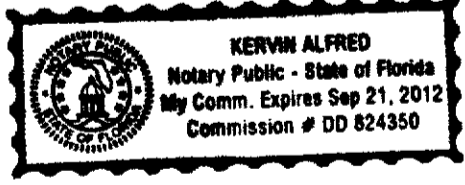
Approved as to Form: [Signature]

Print Name: GORDON B. LINN  
Title: City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 15 day of June, 2009 by **LAMAR FISHER**, as Mayor, **KEITH CHADWELL** as City Manager and **MARY CHANDERS**, as Asceleta Hammond, Deputy City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL: [Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



Kervin Alfred

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(Name of Acknowledger Typed, Printed or Stamped)

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Commission Number

## DESCRIPTION: 15' WATER EASEMENT

A PORTION OF PARCEL "A", POMPANO CITI CENTRE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 174, PAGES 45 THRU 52 INCLUSIVE OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MOST NORTHERLY NORTHEAST CORNER OF SAID PLAT, SAID POINT BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE; THENCE NORTH 83°08'37" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 882.63 FEET, A CENTRAL ANGLE OF 6°47'30", FOR AN ARC DISTANCE OF 104.62 FEET TO THE POINT OF TANGENCY; THENCE NORTH 76°21'07" WEST, A DISTANCE OF 170.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 710.71 FEET, A CENTRAL ANGLE OF 15°10'30", FOR AN ARC DISTANCE OF 188.23 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°28'23" WEST, A DISTANCE OF 316.03 FEET; THENCE SOUTH 88°34'29" WEST, A DISTANCE OF 711.83 FEET, THE LAST SIX (6) DESCRIBED COURSES BEING ALONG THE NORTH LINE OF SAID PLAT; THENCE SOUTH 06°51'23" WEST, A DISTANCE OF 52.10 FEET TO THE POINT OF BEGINNING OF A STRIP OF LAND 15.00 FEET WIDE, LYING 7.50 FEET ON EACH SIDE OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTH 88°59'39" WEST, A DISTANCE OF 71.93 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "A"; THENCE SOUTH 02°43'43" WEST, A DISTANCE OF 7.19 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "B"; THENCE CONTINUE SOUTH 02°43'43" WEST, A DISTANCE OF 203.51 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "C"; THENCE NORTH 85°13'32" EAST, A DISTANCE OF 120.63 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "D"; THENCE CONTINUE NORTH 85°13'32" EAST, A DISTANCE OF 86.38 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "E"; THENCE CONTINUE NORTH 85°13'32" EAST, A DISTANCE OF 58.16 FEET TO THE POINT OF TERMINUS.

## TOGETHER WITH:

BEGINNING AT THE AFORESAID REFERENCE POINT "C", BEING A STRIP OF LAND 15.00 FEET WIDE, LYING 7.50 FEET ON EACH SIDE OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 85°13'32" WEST, A DISTANCE OF 88.00 FEET; THENCE SOUTH 05°10'21" WEST, A DISTANCE OF 87.78 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "F"; THENCE CONTINUE SOUTH 05°10'21" WEST, A DISTANCE OF 238.67 FEET; THENCE SOUTH 37°25'29" EAST, A DISTANCE OF 37.28 FEET; THENCE SOUTH 83°10'16" EAST, A DISTANCE OF 54.51 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "G"; THENCE CONTINUE SOUTH 83°10'16" EAST, A DISTANCE OF 194.72 FEET; THENCE SOUTH 88°32'28" EAST, A DISTANCE OF 74.25 FEET; THENCE SOUTH 06°51'03" WEST, A DISTANCE OF 54.80 FEET; THENCE SOUTH 83°08'57" EAST, A DISTANCE OF 16.31 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "H"; THENCE CONTINUE SOUTH 83°08'57" EAST, A DISTANCE OF 15.81 FEET TO THE POINT OF TERMINUS.

## TOGETHER WITH:

BEGINNING AT THE AFORESAID REFERENCE POINT "A", BEING A STRIP OF LAND 15.00 FEET WIDE, LYING 7.50 FEET ON EACH SIDE OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTH 02°43'43" EAST, A DISTANCE OF 34.10 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE NORTH LINE OF SAID PARCEL "A".

## TOGETHER WITH:

BEGINNING AT THE AFORESAID REFERENCE POINT "B", BEING A STRIP OF LAND 15.00 FEET WIDE, LYING 7.50 FEET ON EACH SIDE OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTH 87°16'17" WEST, A DISTANCE OF 144.03 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "I"; THENCE CONTINUE NORTH 87°16'17" WEST, A DISTANCE OF 37.63 FEET TO THE POINT OF TERMINUS.

## TOGETHER WITH:

BEGINNING AT THE AFORESAID REFERENCE POINT "I", BEING A STRIP OF LAND 15.00 FEET WIDE, LYING 7.50 FEET ON EACH SIDE OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 02°46'44" WEST, A DISTANCE OF 17.44 FEET; THENCE NORTH 87°13'17" WEST, A DISTANCE OF 20.40 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH:

BEGINNING AT THE AFORESAID REFERENCE POINT "D", BEING A STRIP OF LAND 15.00 FEET WIDE, LYING 7.50 FEET ON EACH SIDE OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 08°48'48" WEST, A DISTANCE OF 59.90 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH:

BEGINNING AT THE AFORESAID REFERENCE POINT "E", BEING A STRIP OF LAND 15.00 FEET WIDE, LYING 7.50 FEET ON EACH SIDE OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 04°46'28" EAST, A DISTANCE OF 22.47 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH:

BEGINNING AT THE AFORESAID REFERENCE POINT "F", BEING A STRIP OF LAND 15.00 FEET WIDE, LYING 7.50 FEET ON EACH SIDE OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 82°52'09" EAST, A DISTANCE OF 57.50 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH:

BEGINNING AT THE AFORESAID REFERENCE POINT "G", BEING A STRIP OF LAND 15.00 FEET WIDE, LYING 7.50 FEET ON EACH SIDE OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTH 05°02'25" EAST, A DISTANCE OF 12.27 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH:

BEGINNING AT THE AFORESAID REFERENCE POINT "H", BEING A STRIP OF LAND 15.00 FEET WIDE, LYING 7.50 FEET ON EACH SIDE OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 06°51'03" WEST, A DISTANCE OF 27.41 FEET; THENCE SOUTH 83°08'57" EAST, A DISTANCE OF 11.09 FEET TO THE POINT OF TERMINUS.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

NOTE:

THE SIDELINES OF SAID STRIPS OF LAND ARE TO BE LENGTHENED OR SHORTENED TO A POINT OF INTERSECTION SO AS TO CREATE A CONTINUOUS STRIP OF LAND.

NOTE:

BEARINGS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, N.A.D. 1983, (ADJUSTMENT OF 1990) WITH THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1) BEARING SOUTH 06°51'23" WEST.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB271

MAY 19 2009

THOMAS C. SHAHAN  
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387  
STATE OF FLORIDA

THIS SKETCH OR DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Sheet 2 of 3 Sheets  
Job No. 99-0071.002  
Dated: December 8, 2006





**CRAVEN • THOMPSON & ASSOCIATES, INC.**  
**ENGINEERS • PLANNERS • SURVEYORS**  
 3563 N.W. 53RD STREET FORT LAUDERDALE, FLORIDA 33309 (954) 739-6400  
 FAX: (954) 739-6409

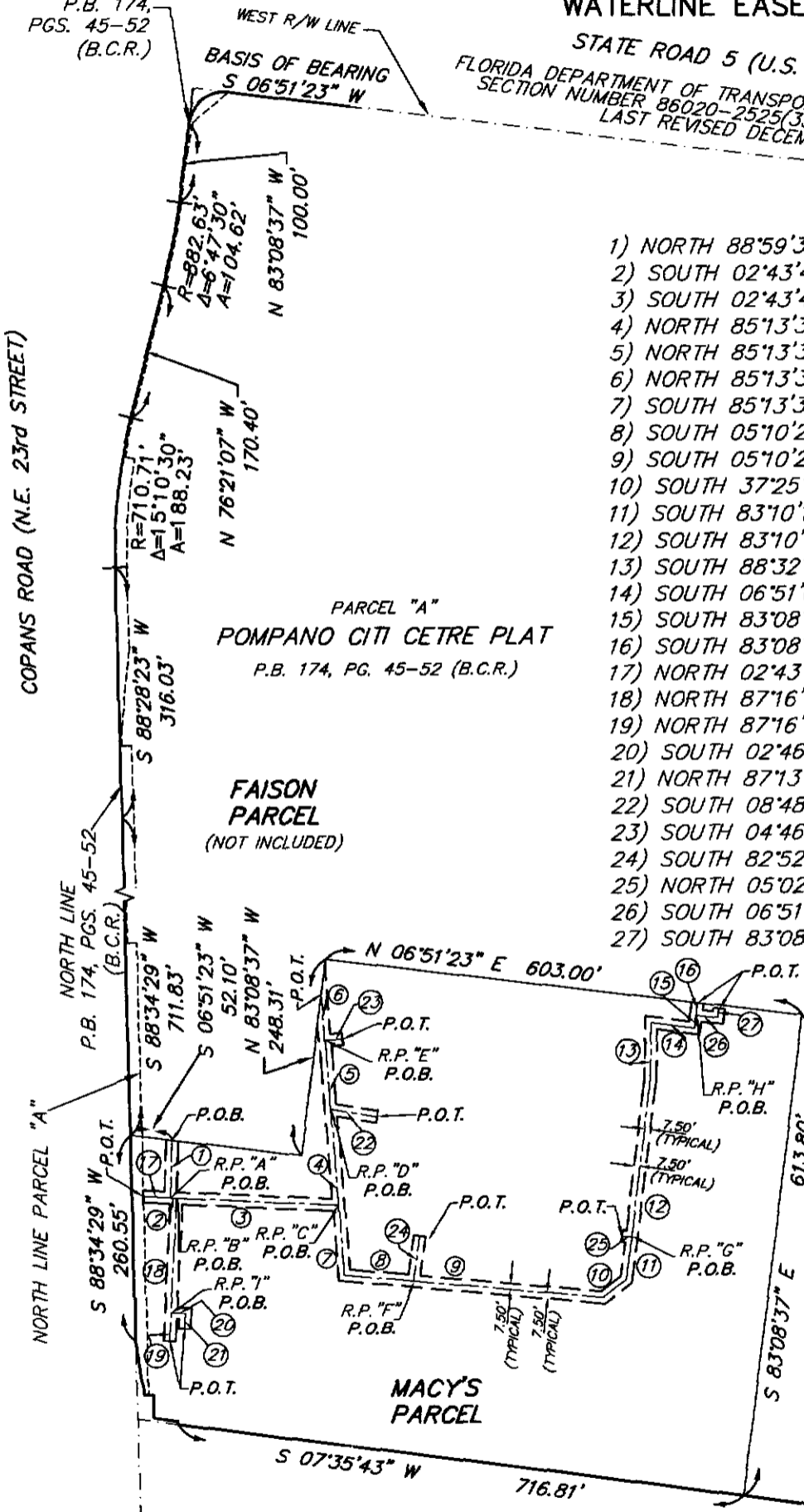
FOR: **FAISON ENTERPRISES**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

**SKETCH TO ACCOMPANY DESCRIPTION WATERLINE EASEMENT**

STATE ROAD 5 (U.S. HIGHWAY NO. 1)  
 FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP  
 SECTION NUMBER 86020-2525(3525) SHEETS 8 & 9 OF 14  
 LAST REVISED DECEMBER 10, 1998

P.O.C. MOST NORTHERLY  
 NORTHEAST CORNER  
 P.B. 174,  
 PGS. 45-52  
 (B.C.R.)



- 1) NORTH 88°59'39" WEST 71.93'
- 2) SOUTH 02°43'43" WEST 7.19'
- 3) SOUTH 02°43'43" WEST 203.51'
- 4) NORTH 85°13'32" EAST 120.63'
- 5) NORTH 85°13'32" EAST 86.38'
- 6) NORTH 85°13'32" EAST 58.16'
- 7) SOUTH 85°13'31" WEST 88.00'
- 8) SOUTH 05°10'21" WEST 87.78'
- 9) SOUTH 05°10'21" WEST 238.67'
- 10) SOUTH 37°25'29" EAST 37.28'
- 11) SOUTH 83°10'16" EAST 54.51'
- 12) SOUTH 83°10'16" EAST 194.72'
- 13) SOUTH 88°32'28" EAST 74.25'
- 14) SOUTH 06°51'03" WEST 54.80'
- 15) SOUTH 83°08'57" EAST 16.31'
- 16) SOUTH 83°08'57" EAST 15.81'
- 17) NORTH 02°43'43" EAST 34.10'
- 18) NORTH 87°16'17" WEST 144.03'
- 19) NORTH 87°16'17" WEST 37.63'
- 20) SOUTH 02°46'44" WEST 17.44'
- 21) NORTH 87°13'16" WEST 20.40'
- 22) SOUTH 08°48'48" WEST 59.90'
- 23) SOUTH 04°46'28" EAST 22.47'
- 24) SOUTH 82°52'09" EAST 57.50'
- 25) NORTH 05°02'25" EAST 12.27'
- 26) SOUTH 06°51'03" WEST 27.41'
- 27) SOUTH 83°08'57" EAST 11.09'

**LEGEND**

B.C.R.	BROWARD COUNTY RECORDS
O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT-OF-WAY
A	ARC LENGTH
R	RADIUS
Δ	DELTA ANGLE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS

SCALE: 1"=200'

SHEET 3 OF 3 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar 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.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

G:\1999\990071.002\DWG\SD-NEW WATER EASE.DWG

**RESOLUTION NO. 2007- 219**

**CITY OF POMPANO BEACH  
Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A UTILITY EASEMENT BETWEEN THE CITY OF POMPANO BEACH AND MACY'S FLORIDA STORES, LLC, ACCEPTING A GRANT OF A PERPETUAL PUBLIC UTILITIES EASEMENT; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Macy's Florida Stores, LLC is the owner of a parcel of real property and has agreed to grant a perpetual public utility easement to the City; and

**WHEREAS,** the City Commission has determined that the best interests of the public will be served by accepting and acquiring the rights being conveyed by the grant of easement; now, therefore,


**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

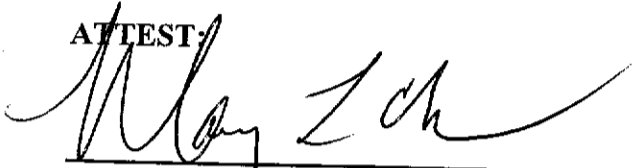
**SECTION 1.** That the City of Pompano Beach accepts the grant of easement from Macy's Florida Stores, LLC for the property described in said Easement Agreement, a copy of which is attached hereto and made a part hereof as if set forth in full, for the consideration of \$10.00. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Macy's Florida Stores, LLC

**SECTION 2.** That it is the determination of the City Commission of the City of Pompano Beach, Florida, that the acceptance and acquisition of the aforesaid property right is for a public purpose.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 9th day of June, 2009.

  
LAMAR FISHER, MAYOR

ATTEST:  
  
MARY L. CHAMBERS, CITY CLERK

GBL/jrm  
6/5/07  
l:reso/2007-231