

## Agreement Granting Perpetual Easement

THIS AGREEMENT, made and entered into on this the 11<sup>th</sup> day of April, 1951, by and between POMPAÑO BEACH YACHT BASIN, INC., a Florida corporation with its principal place of business in the city of Pompano Beach, Broward County, Florida, hereinafter referred to as Party of the First Part, and THOMAS W. DOWER, of Chicago, Cook County, Illinois, hereinafter called the Party of the Second Part, WITNESSETH:

WHEREAS, on or about the 1st day of March, 1949, the Party of the First Part purchased that certain property situated in Broward County, Florida, described as follows:

All that part of the West Half ( $W\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Thirty-one (31), Township Forty-eight (48) South, Range Forty-three (43) East, lying Easterly of the right-of-way of the Florida Coast Line Canal and Transportation Company's canal, as now located and constructed over and across the said  $W\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $SE\frac{1}{4}$ ; said lands situate, lying and being in Broward County, Florida; and

WHEREAS, the Party of the First Part now desires to sell to the Party of the Second Part a portion of the above described property, namely:

The South 180 feet of that part of the  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Section 31, Township 48 South, Range 43 East, lying Easterly of the Right-of-way of the Florida Coast Line Canal and Transportation Company's canal as now located and constructed over and across the said  $W\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $SE\frac{1}{4}$ , except the East 25 feet thereof; said land situate, lying and being in Broward County, Florida;

and

WHEREAS, there has heretofore been established and is now being maintained over and across a narrows trip of the land belonging

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to the Party of the First Part, on which trees and grass have been planted, an open parkway, hereinafter referred to as "PARCEL D"; and

WHEREAS, the Party of the Second Part has agreed to consummate said purchase provided that said "PARCEL D" shall be perpetually maintained without any buildings thereon, but not otherwise; and

WHEREAS, on the property to be purchased by the Party of the Second Part from the Party of the First Part there are located two store buildings and it is probable that additional permanent improvements will be erected on said property in the future; and

WHEREAS, on the property being retained by the Party of the First Part is situated and maintained a yacht basin, motel, and parking area; and

WHEREAS, it is highly desirable from the standpoint of both parties to this agreement, their successors, heirs and assigns, that the said "PARCEL D" shall be permanently maintained as an open area on which no buildings or other structures shall ever be erected;

NOW, THEREFORE, for and in consideration of the purchase by the Party of the Second Part of the tract of land hereinabove referred to from the Party of the First Part, the Party of the First Part, for itself, its successors and assigns, specifically COVENANTS and AGREES that no buildings or other structures shall ever be erected on the strip of land herein referred to as "PARCEL D", but that said strip of land shall be left open and vacant

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permanently, and the Party of the Second Part, his heirs and assigns, is hereby by these presents given a perpetual easement over the same for light, air, and view.

That both parties hereby expressly AGREE that said perpetual easement hereby given and granted by the Party of the First part, and the perpetual maintenance of said "PARCEL D" as an open area is a benefit to the respective properties of both parties hereto. It is further expressly COVENANTED and AGREED that this easement for light, air, and view herein given and granted to the Party of the Second Part, his heirs and assigns, is a covenant running with the land, is a permanent restriction upon the land herein referred to as "PARCEL D", and is a perpetual burden on one estate, to-wit, the land herein referred to as "PARCEL D", for the use and benefit of another, to-wit: the Party of the Second Part, his heirs and assigns.

In signing this instrument, it is the intention of the parties hereto that the easement herein given to the Party of the Second Part, his heirs and assigns, for light, air, and view, is a restriction that is attached permanently to the strip of land herein referred to as "PARCEL D" and that said perpetual easement to the Party of the Second Part, his heirs and assigns, is hereby annexed to the land herein referred to as "PARCEL D" and is to follow it into the hands of the successors and assigns of the Party of the First Part.

That the strip of land herein referred to as "PARCEL D" is that certain area which is designated as "PARCEL D" on the sketch attached to and made a part of this agreement, and is more particularly described as follows, to-wit:

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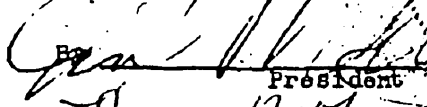
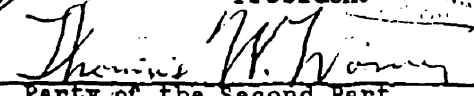
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That portion of the  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Section 31, Township 48 South, Range 43 East, described as follows:

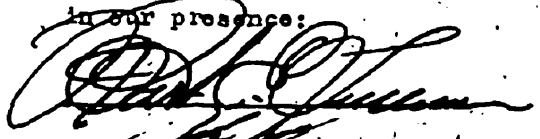

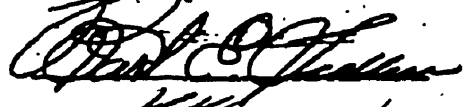

Beginning at a point on the West Right-of-Way line of Riverside Drive; said point being 210 feet North of the South boundary of said Section 31; thence West and parallel to said South boundary of Section 31 to the East Right-of-way line of the Intracoastal Waterway; thence Northeasterly along said East Right-of-Way line of Intracoastal Waterway to the South bulkhead line of the Pompano Beach Yacht Basin; thence Easterly along said South bulkhead line and continuing in a straight line to the said West Right-of-Way line of Riverside Drive; thence South along said West Right-of-Way line of Riverside Drive to the point of beginning; said lands situate, lying and being in Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in all respects as required by law, on this the day and year first above written.

POMPANO BEACH YACHT BASIN, INC.

  
President  
  
Party of the Second Part (SEAL)

Signed, sealed and delivered in our presence:

  
  
as to Party of First Part  
  
  
as to Party of Second Part

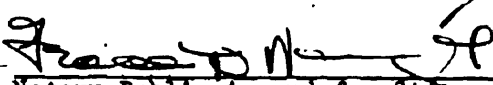
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STATE OF FLORIDA  
COUNTY OF BROWARD

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I hereby certify that on this 1<sup>st</sup> day of April, A.D. 1951, before me, the undersigned authority, personally appeared THOMAS W. DOWER, known to me to be the person described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal, the date aforesaid.

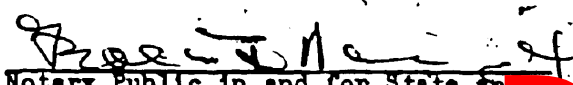
  
Notary Public in and for State and  
County aforesaid.

My commission expires: August 5, 1952

STATE OF FLORIDA  
COUNTY OF BROWARD

I, the undersigned Notary Public, hereby certify that on this the 1<sup>st</sup> day of April, A.D. 1951, before me personally appeared Wm W. Buge personally known to me to be the President of POMPANO BEACH YACHT BASIN, INC., a corporation organized and now existing under the laws of the State of Florida, and who as such officer of said corporation executed the foregoing agreement, and to me severally acknowledged that he did execute said agreement as such officer of said corporation, in the name of and on behalf of and as the free act and deed of said corporation for the uses and purposes therein expressed, and with full authority so to do, and that the seal thereunto affixed is the true and genuine corporate seal of said corporation.

Witness my hand and official seal the date aforesaid.

  
Notary Public in and for State and  
County aforesaid.

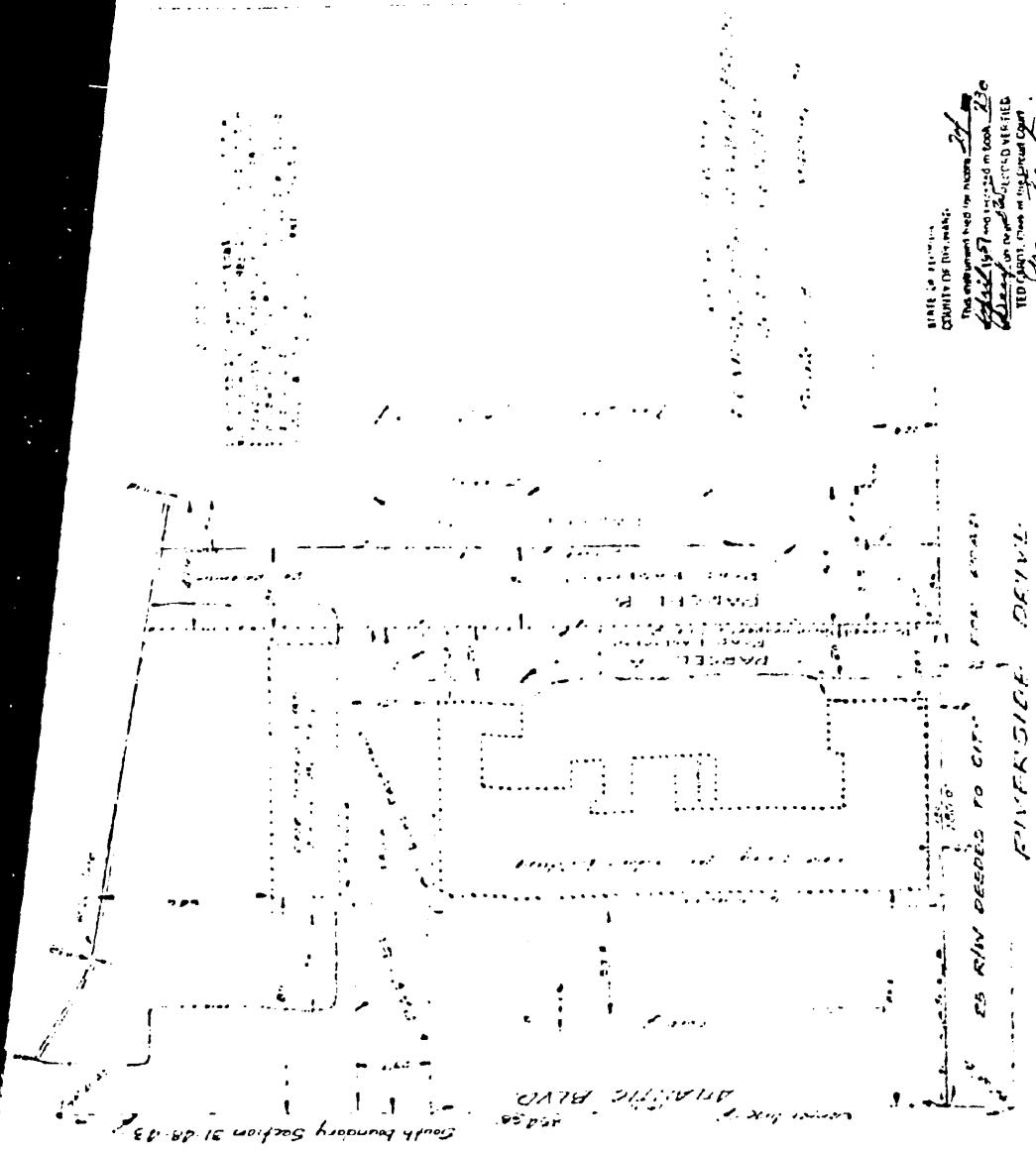
My commission expires: August 5, 1952 -

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STATE OF NEW YORK  
IN SENATE  
JANUARY 11, 1911.



MEMO: Legibility of writing, typing or printing material in this document which is claimed.

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