

Prepared by and 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 _____ day of _____, 2021, by Sentosa Pompano LLC (the “Grantor”), having an address of 3151 N Federal Highway Pompano Beach, Florida, 33060, to the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, (the “Grantee”):

(Wherever 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 to install, operate, repair and maintain in perpetuity such facilities and accessories as may be necessary to provide utility services in, on, over, under, through, and across the Easement Area, with the full and free right of ingress and egress over the Easement Area and portions of Grantor’s adjoining property for the purpose of exercising the rights herein granted.

2. Grantee shall have the right and privilege from time to time to construct, reconstruct, improve, maintain, repair, replace, relocate, inspect, add to, enlarge, change pressure, as well as the size of, and to remove such utility facilities, accessories or any of them thereto, all for public utilities purposes, together with the right to permit any other person, firm or corporation to any of the said facilities or accessories hereunder along with the right of ingress and egress to said Easement Area and over portions of Grantor's adjoining property.

3. Grantee shall have the right to keep the Easement Area cleared of obstructions and Grantee shall have the right to trim, cut and/or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions, which in the opinion of Grantee, might interfere or fall upon the said facilities.

4. Grantor shall not erect or place any building, structure, obstruction, landscaping or tree on or inside the Easement Area, without Grantee's prior written permission so as to not compromise the integrity of the CITY's public utility infrastructure.

5. 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.

6. 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.

7. Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the property in which the above described Easement Area is located, (b) that Grantor has full right and lawful authority to grant and convey this Easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.

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.

"GRANTOR":

Witnesses:

[Signature]
REBECCA KOEK

Print Name
[Signature]
Print Name

Sentosa Pompano, LLC, individual (s)

BY: [Signature]
Print Name: ARTHUR FALCONE, MGR

BY: _____
Print Name: _____

LIMITED LIABILITY COMPANY FORM:

STATE OF FLORIDA
COUNTY OF ~~BROWARD~~ PALM BEACH

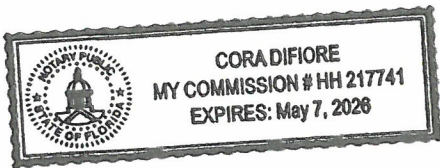
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 15 day of August, 2021, by ARTHUR FALCONE as MANAGER of SENTOSA POMPANO, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced N/A as identification

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



The foregoing Easement and all of its agreements, terms, conditions and representations are hereby accepted at Pompano Beach, Florida, this _____ day of _____, 2021.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

EXHIBIT A



SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870



LEGAL DESCRIPTION: 20' WIDE DRAINAGE EASEMENT

A PORTION OF LOTS 5 & 6, BLOCK 10, AND A PORTION OF PARCEL "A", "CRESTHAVEN NO 8", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, THENCE N07°57'00"E ALONG THE WESTERLY LINE OF BLOCK 10 FOR 47.20 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 07°57'00" EAST ALONG SAID WESTERLY LINE 20.00 FEET; THENCE SOUTH 81°01'31" EAST 295.24 FEET; THENCE NORTH 86°13'40" EAST 103.10 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL "A"; THENCE SOUTH 07°57'13" WEST ALONG SAID EASTERLY LINE 20.43 FEET; THENCE SOUTH 86°13'40" WEST 101.18 FEET; THENCE NORTH 81°01'31" WEST 297.11 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 7,966 SQUARE FEET, MORE OR LESS.

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE WESTERLY LINE OF SAID PARCEL "A", BEING NORTH 07°57'00" EAST.
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY RECORDS.

FILE: FALCONE & ASSOCIATES, INC.

SCALE: N/A

DRAWN: L.H.

ORDER NO. 70003B

DATE: 06/28/22

20' DRAINAGE EASEMENT

3207 NORTH FEDERAL HIGHWAY

POMPANO BEACH, BROWARD COUNTY, FL

FOR: FALCONE POMPANO SITE

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 - VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
 - DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
- STATE OF FLORIDA

EXHIBIT A

SKETCH AND LEGAL DESCRIPTION

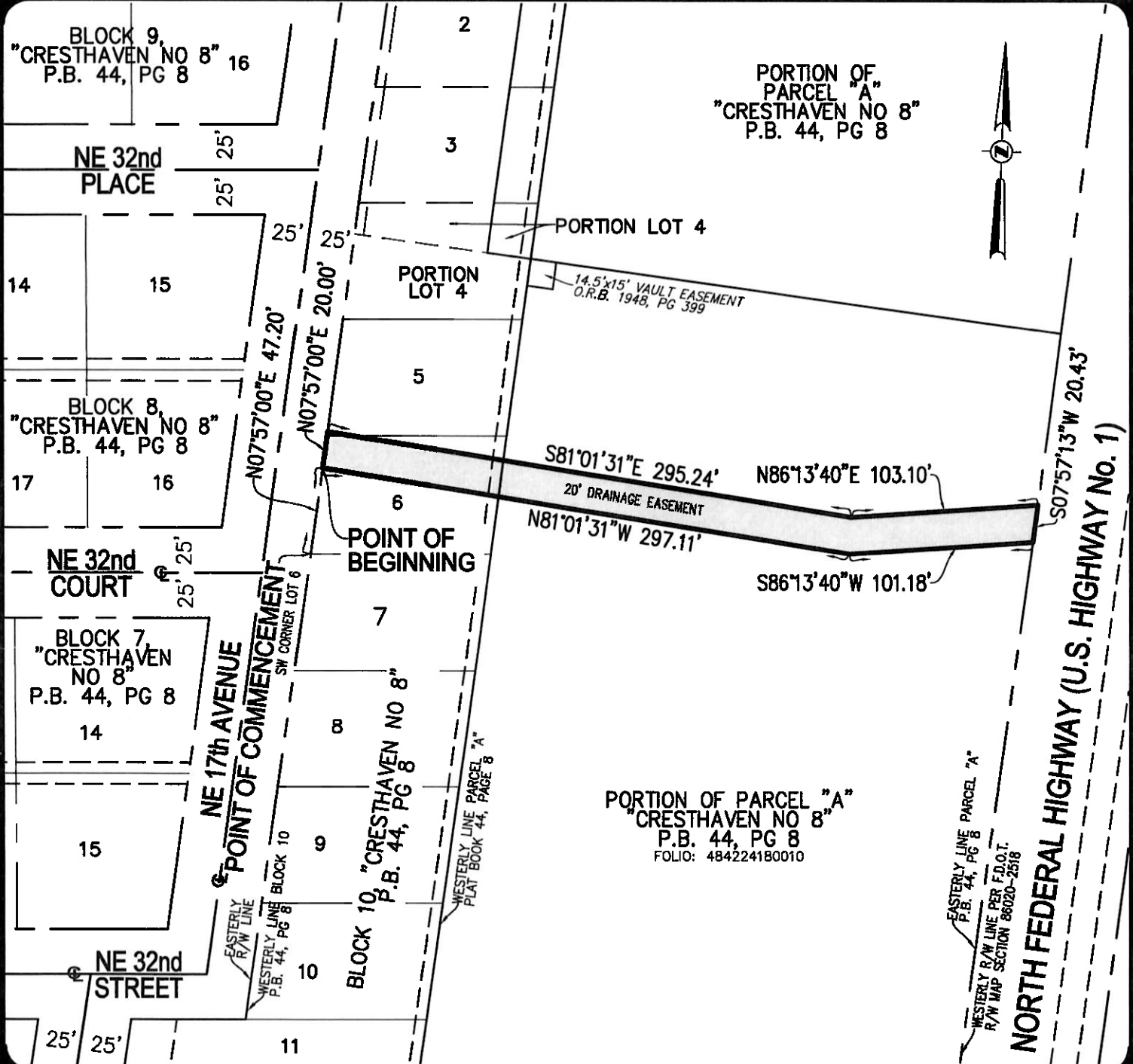
BY

PULICE LAND SURVEYORS, INC.

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SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870



FILE: FALCONE & ASSOCIATES, INC.

SCALE: 1"=80' DRAWN: L.H.

ORDER NO. 70003B

DATE: 06/28/22

20' DRAINAGE EASEMENT

3207 NORTH FEDERAL HIGHWAY

POMPANO BEACH, BROWARD COUNTY, FL

FOR: FALCONE POMPANO SITE

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND:

- ☉ CENTERLINE
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG PAGE
- R/W RIGHT-OF-WAY