

**Prepared by and return to:**  
City of Pompano Beach  
100 West Atlantic Boulevard  
Pompano Beach, Florida 33060

### **DRAINAGE AND ACCESS EASEMENT**

CHAREN, L.C., a Florida Limited Liability Company, hereinafter referred to as "OWNER," hereby grants to the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY," a perpetual 20 foot wide drainage easement, subject to the agreements, terms, conditions and representations stated below, running along the east side of the property known as 1291 SW 29<sup>th</sup> Avenue at the west side of SW 29<sup>th</sup> Avenue as shown on the attached **Exhibit "A,"** hereinafter referred to as "EASEMENT LAND."

1. The consideration for this easement is \$ 10.00, which shall be paid to OWNER by CITY upon acceptance of the easement by the City Commission.

2. The right-of-way, easement, rights, and privileges herein granted shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, and removing an underground stormwater pipeline and all normal appurtenances thereto upon, over, across, in and through the EASEMENT LAND and for no other purpose whatsoever. From and after the initial installation and construction of the stormwater pipeline, City shall be responsible for all maintenance, repair and replacements of the stormwater line.

3. The utilization of the easement granted shall not interfere with the existing structural improvements situated upon EASEMENT LAND, and all work will be performed so that the surface of the EASEMENT LAND will be returned to its prior condition by CITY. CITY shall remove from the property of which the EASEMENT LAND is a part and properly

dispose of all debris resulting from its construction, operation, repair, maintenance, rebuilding, replacing and/or removing the stormwater pipeline.

4. Together with the following to the CITY: the right of ingress and egress to said EASEMENT LAND at all times; the right to keep EASEMENT LAND cleared of any and all obstructions; and further providing that OWNER shall not erect or place any building or tree on the EASEMENT LAND.

5. The easement, rights, and privileges granted herein are ~~non~~-exclusive and OWNER reserves and retains the right to use the EASEMENT LAND for its own purposes and to convey similar rights and easements to such other persons and for such other purposes as OWNER may deem proper, so long as such use or rights do not prevent or interfere with CITY's use of the EASEMENT LAND for the purposes set forth herein

6. This instrument shall run with the land and be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties hereto.

7. As an inducement to OWNER to grant this Easement, CITY represents it is duly authorized as the exclusive water utility provider to the subject property. OWNER hereby warrants and covenants (a) that OWNER is the owner of the fee simple title to the property in which the above described Easement Area is located, (b) that OWNER has full right and lawful authority to grant and convey this Easement to CITY, and (c) that CITY shall have quiet and peaceful possession, use and enjoyment of this Easement. All covenants terms, provisions and conditions herein contained shall inure and extend to and obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

8. In the event any litigation arises in connection with this Easement, the prevailing party or parties in any such litigation shall be entitled to recover its reasonable attorneys' fees, at

trial and on appeal, and all costs of the action from the non-prevailing party. Nothing contained herein shall be considered a waiver of Sovereign Immunity pursuant to Florida Statute §768.28. Venue for any litigation shall be in the courts of the 17<sup>th</sup> Judicial Circuit and Southern District of Florida.

9. The effective date of the easement shall be the date of its acceptance by CITY.

IN WITNESS WHEREOF, the OWNER has executed this instrument on the 9 day of Jan, 2020 <sup>or</sup>

**"OWNERS":**

Witnesses:

Skye Summers

Skye Summers  
Print Name

Jason Lahman

Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ **physical presence** or ☐ **online notarization**, this 9 day of Jan, 2020, by Charles J Sobolewski as Manager of Charen, L.C., a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



**CHAREN, L.C.**  
a Florida Limited Liability Company

By: Charles J Sobolewski

Print Name: Charles J Sobolewski

Title: Manager

Cherie C. Lahman  
NOTARY PUBLIC, STATE OF FLORIDA

Cherie C. Lahman  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Witnesses:

Skye Summers

Skye Summers

Print Name

Jason LaHman

Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ **physical presence** or ☐ **online notarization**, this 9 day of Jan, 2020, by Kevin C Sobolewski as Manager of Charen, L.C., a Florida limited liability company, who is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:



**CHAREN, L.C.**  
a Florida Limited Liability Company

By: [Signature]

Print Name: Kevin C Soboleski

Title: Manager

Cherie C LaHman  
NOTARY PUBLIC, STATE OF FLORIDA

Cherie C LaHman  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number \_\_\_\_\_



Witnesses:

Skye Summers

Skye Summers

Print Name

Jason Lahman

Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ **physical presence** or ☐ **online notarization**, this 9 day of Jan, 2020, by Kristen Lahman as Manager of Charen, L.C., a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



**CHAREN, L.C.**  
a Florida Limited Liability Company

By: Kristen Lahman

Print Name: Kristen Lahman

Title: Manager

Cherie C Lahman  
NOTARY PUBLIC, STATE OF FLORIDA

Cherie C Lahman  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number \_\_\_\_\_

Witnesses:

**CHAREN, L.C.**

a Florida Limited Liability Company

Shye Summers

Shye Summers

Print Name

Jason Lahman

Print Name

By: [Signature]

Print Name: Kirk P Sobolewski

Title: Manager

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ **physical presence** or ☐ **online notarization**, this 9 day of Jan, 2020, by Kirk P Sobolewski as Manager of Charen, L.C., a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



CHERIE C LAHMAN  
MY COMMISSION # GG 075433  
EXPIRES: April 27, 2021  
Bonded Thru Budget Notary Services

Cherie C Lahman  
NOTARY PUBLIC, STATE OF FLORIDA

Cherie C Lahman  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number \_\_\_\_\_

Witnesses:

Skye Sumness

Skye Sumness

Print Name

Jason Lahman

Print Name

**CHAREN, L.C.**

a Florida Limited Liability Company

By: Karen Sobolewski

Print Name: Karen Sobolewski

Title: Manager

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ **physical presence** or ☐ **online notarization**, this 9 day of Jan, 2020, by Karen Sobolewski as Manager of Charen, L.C., a Florida limited liability company, who is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:



CHERIE C LAHMAN  
MY COMMISSION # GG 075433  
EXPIRES: April 27, 2021  
Bonded Thru Budget Notary Services

Cherie C Lahman  
NOTARY PUBLIC, STATE OF FLORIDA

Cherie C Lahman  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**“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

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or** ☐ **online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number