

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 _____, 2019, by ALOHA I, LLC, a Delaware limited liability company (the "Grantor"), having an address of 345 Ocean Drive #1102, Miami Beach, FL 33139, to the CITY OF POMPANO BEACH, a Florida municipal corporation, (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 and made a part of this Easement (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 acknowledged, Grantor states as follows:

1. Grantor does 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 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, all for public utilities purposes, together with the right to permit any other person, firm or corporation to any of the facilities or accessories along with the right of ingress and egress to the 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 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 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 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 by its duly authorized officers or representatives as of the day and year first above written.

"GRANTOR":

Witnesses:

ALOHA 1, LLC
A Delaware limited liability company

Print Name: Chris Ravo

By: [Signature]

Print Name: Loana Foster

Print Name: Tom J Dore

Title: POA

STATE OF Florida)
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10th day of July, 2019, by Tom J Dore, as PO/AGF of ALOHA 1, LLC, a Delaware limited liability company, on behalf of the company. S/He is personally known to me or who has produced PERSONALLY KNOWN (type of identification) as identification.

NOTARY SEAL  FERNANDO RUSCITTI
MY COMMISSION # FF 960471
EXPIRES: April 1, 2020
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC FERNANDO RUSCITTI
EE 185090
Commission Number

The foregoing Easement and all of its agreements, terms, conditions and representations are hereby accepted at Pompano Beach, Florida, this _____ day of _____, 2019.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2019, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND**, 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

JES:jm
6/11/19
L:agr/devsvcs/2019-900

**Exhibit A
Utility Easement Area**

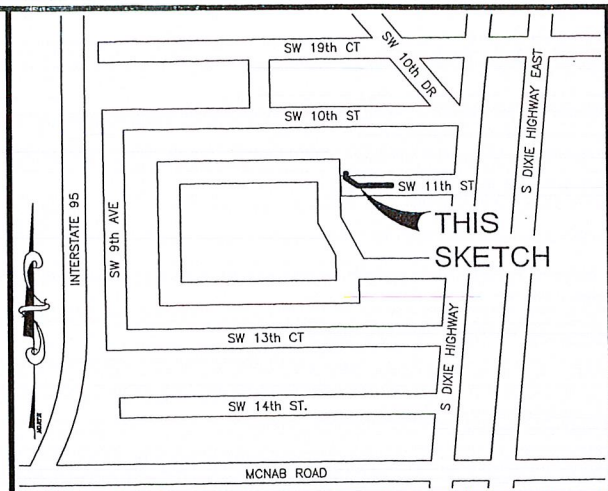
LEGAL DESCRIPTION:

A 15.00 FOOT UTILITY EASEMENT LYING UNDER, OVER AND ACROSS A PORTION OF MAGNOLIA DRIVE (NOW KNOWN AS SW 11TH STREET) AND A PORTION OF PALM TERRACE BOTH AS SHOWN ON THE AMENDED PLAT OF FAIRVIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, AT PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 1, AS SHOWN ON SAID PLAT; THENCE NORTH 00°21'14" EAST, 35.99 FEET TO THE POINT OF BEGINNING OF SAID 15.00 FEET WIDE EASEMENT LYING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 89°16'42" WEST, 208.25 FEET; THENCE NORTH 56°47'01" WEST, 88.25 FEET; THENCE NORTH 00°24'31" EAST, 30.03 FEET THE POINT OF TERMINUS OF SAID CENTERLINE.

EASEMENT SIDE LINES TO BE LENGTHENED OR SHORTENED TO MAINTAIN A CONTINUOUS 15.00 FOOT WIDE EASEMENT.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAIN 4,898 SQUARE FEET, MORE OR LESS.



**LOCATION MAP:
NOT TO SCALE**

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 89°38'46" WEST ALONG THE NORTH LINE OF THE BLOCK 1, AMENDED PLAT OF FAIRVIEW, AS RECORDED IN PLAT BOOK 10, ON PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=80' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JUNE 10, 2019 MEETS THE STANDARD OF PRACTICE (FORMERLY RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE), PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6805
STATE OF FLORIDA

**SKETCH & DESCRIPTION
15' UTILITY EASEMENT**

A PORTION OF MAGNOLIA DRIVE
(SW 11TH STREET) & PALM TERRACE
AMENDED PLAT OF FAIRVIEW
P.B. 10, PG. 25, B.C.R.

POMPANO BEACH BROWARD COUNTY FLORIDA



301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 10298.00 SKETCH & DESCRIPTION D4.dwg

DATE 6/10/19

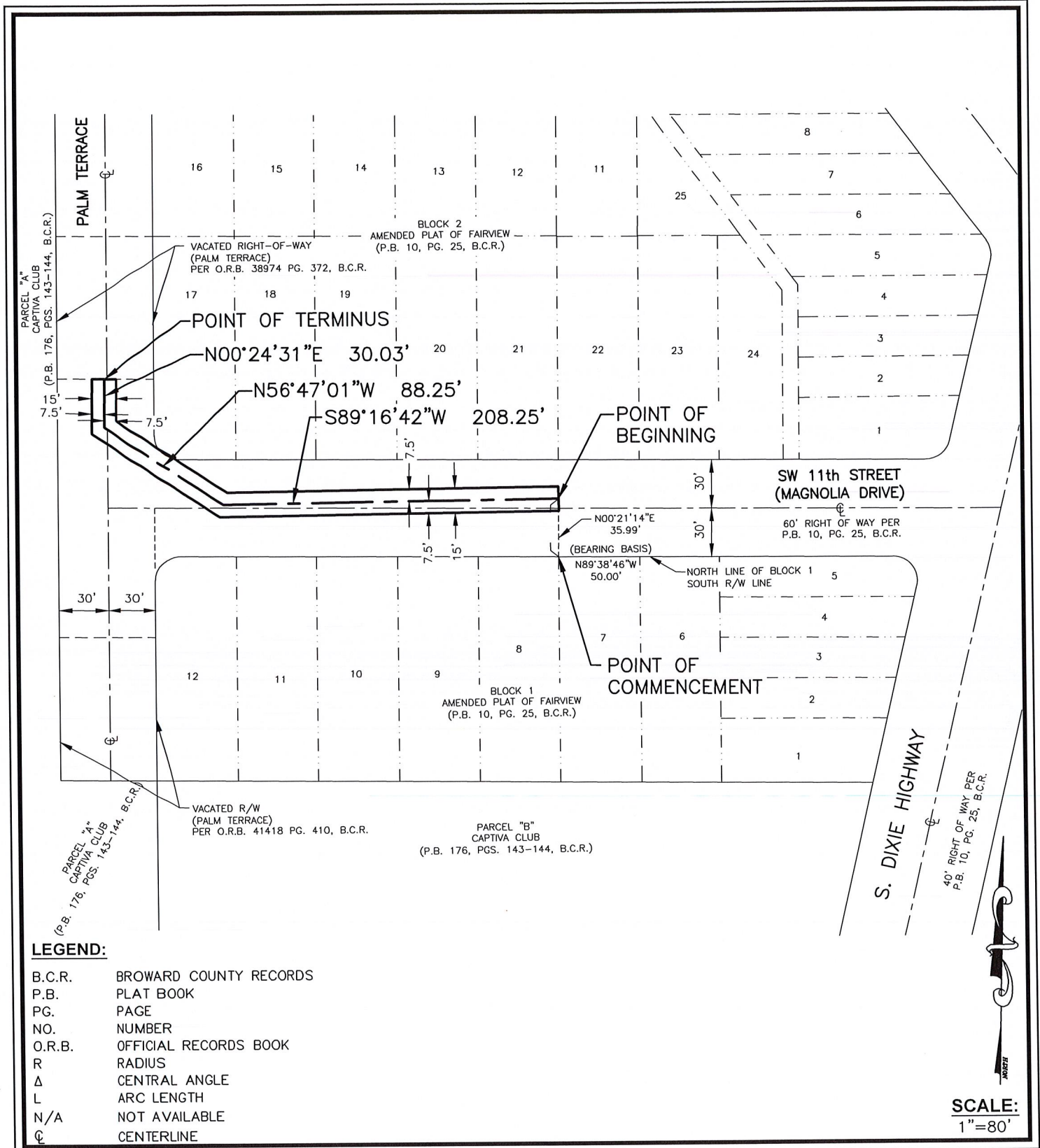
SCALE 1"=80'

FIELD BK. 895

DWNG. BY DDB

CHK. BY LP

DATE	REVISIONS



LEGEND:

- B.C.R. BROWARD COUNTY RECORDS
- P.B. PLAT BOOK
- PG. PAGE
- NO. NUMBER
- O.R.B. OFFICIAL RECORDS BOOK
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- N/A NOT AVAILABLE
- ⊕ CENTERLINE

SCALE:
1"=80'



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 (SW 11TH STREET) & PALM TERRACE
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 EMAIL: mail@KEITHteam.com LB NO. 6860
 SHEET 2 OF 2
 DRAWING NO. 10298.00 SKETCH & DESCRIPTION D4.dwg

DATE 6/10/19
 SCALE 1"=80'
 FIELD BK. 895
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