

Exhibit E

Return recorded copy to:

Dunay, Miskel & Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, Florida 33432

This Instrument Prepared by:

Christina Bilenki, Esq.
Dunay, Miskel & Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, Florida 33432

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UTILITIES AGREEMENT

This Utilities Agreement ("Agreement") is entered into this _____ day of _____, 2017 between TSATAS ACQUISITIONS LLC, a Florida limited liability company, having an address of 1800 Boulevard Chomedy, Laval, QC H7T 2W2, Canada and its heirs, successors, grantees and assigns ("Tsatas Acquisitions") and the City of Pompano Beach, a Florida municipal corporation, having an address of 100 W. Atlantic Boulevard, Pompano Beach, Florida ("City").

WITNESSETH

WHEREAS, Tsatas Acquisitions is the fee simple owner of that certain real property located at 101 Riverside Drive and 3200 East Atlantic Boulevard, which is generally located south of East Atlantic Boulevard on the east and west sides of Riverside Drive, and as further described in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the Property is located within City limits; and

WHEREAS, Tsatas Acquisitions has submitted applications to the City to allow for the development of two (2) restaurants totaling +/- 10,575 square feet and a +/- 5,690 square foot commercial space on the Property ("Project"); and

WHEREAS, as part of the Project, Tsatas Acquisitions has submitted an application for the abandonment of a portion of Riverside Drive (P&Z # 13-18000002) ("Abandonment Application") as further described in Exhibit "B" attached hereto and incorporated herein ("Abandonment Area"); and

WHEREAS, that portion of Riverside Drive identified as the Abandonment Area is currently City right-of-way; and

WHEREAS, the City held two public hearings on _____, 2017 and _____, 2017 for approval of the Abandonment Application, both of which were properly noticed by publication in the news-press and by mailed notice to the affected property owners in accordance with the City's Code and prior to vacating the Abandonment Area and entering into this Agreement;

WHEREAS, there are existing utility lines owned by the City within the requested area for abandonment including a water main, force main, and gravity line ("Existing Utilities"); and

WHEREAS, Section 50.02 of the City's Code of Ordinances ("Code") specified that new developments greater than one acre in size, which include private roads, shall be master metered; and

WHEREAS, this Agreement is the culmination of negotiations and mutual understandings held by the Parties, and the Parties wish to establish by agreement the terms under which the Existing Utilities will be maintained; and

WHEREAS, by this Agreement, Tsatas Acquisitions and the City are providing for specific ownership and maintenance obligations to assure the City that the existing utilities will be maintained in an acceptable condition upon approval of the Abandonment Application and development of the Project.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals to this Agreement are true and correct and are incorporated herein by reference and made a part hereof. All exhibits to this Agreement are hereby deemed a part hereof.

2. Purpose. The purpose of this Agreement is to set forth the procedures, rights and obligations of the parties with regard to the maintenance of the Existing Utilities in a manner consistent with the City's Comprehensive Land Use Plan and Code and to detail the requirements and commitments related to the Existing Utilities.

3. Water Main. A portion of the Abandonment Area consists of a Water Main which is currently owned and maintained by the City ("Water Main"). Section 50.02 of the City's Code specified that new developments greater than one acre in size, which include private roads, shall be master metered. Tsatas Acquisitions acknowledges and agrees that that portion of the Water Main existing within the Abandonment Area shall be abandoned by the City in accordance with Section 50.02 of the Code and shall become private. Tsatas Acquisitions will privately own the Water Main existing within the Abandonment Area. Tsatas Acquisitions shall install master

meters with backflow at each end of the line within the Abandonment Area in accordance with Section 50.02 of the City's Code. This transfer of ownership from the City to Tsatas Acquisitions shall be recorded after approval of the Abandonment Application and a copy shall be submitted with the building permit application for the Project. Tsatas Acquisitions further acknowledges and agrees to bear full responsibility for maintenance of the water main in good and operating condition so as to not impede provisions to those properties serviced by the Water Main. Tsatas Acquisitions further acknowledges its responsibility to meet all applicable City standards and regulations governing potable water in its maintenance obligations of the Water Main.

4. Force Main. A portion of the Abandonment Area consists of a force main which is currently owned and maintained by the City ("Force Main"). The City acknowledges and agrees that the Force Main will remain public and be owned by the City. Tsatas Acquisitions acknowledges and agrees to provide an easement over the Existing Utilities acceptable to the City to ensure for the future operation and maintenance of the Force Main. Such easement shall be recorded and indicated on the survey submitted with the building permit application. Tsatas Acquisition agrees to perpetually indemnify the City for any loss of revenue that may result from repairs and/or maintenance the City performs on the Force Main. Tsatas Acquisitions further agrees to perpetually indemnify the City for any injury to life or property as a result from repairs and/or maintenance the City performs on the Force Main. Tsatas Acquisitions further acknowledges and agrees to bears responsibility for restoring the Property back to the approved site conditions following any repairs or maintenance conducted by City. Tsatas Acquisitions further agrees to indemnify the City from such restoring the Property back to the approved site conditions.

5. Gravity Line. The City acknowledges and agrees the gravity line will remain public and owned by the City. Tsatas Acquisitions agrees to extend the existing sewer northward +/- 150 feet to a new terminus in a manner acceptable to the City of Pompano Beach Community Redevelopment Agency ("CRA").

6. Escrowed Funds. Prior to the issuance of a building permit for the Project, Tsatas Acquisitions shall deposit one hundred thousand dollars (\$100,000.00) ("Escrowed Funds") into escrow for a period of fifteen (15) years. In the event Tsatas Acquisitions breaches its obligations under Paragraph 3, Paragraph 4 and/or Paragraph 5 of this Agreement related to the maintenance obligations and site restoration requirements, as evidenced by written documentation from the City setting forth the specific nature of the breach and supported by competent substantial evidence, then the City shall be the beneficiary of the Escrowed Funds for purposes of completing the required maintenance, repairs or site restoration related to the Water Main and/or Force Main in accordance with City standards.

7. Recording. This Agreement shall be recorded in the Public Records of Broward County within Thirty (30) days after execution by the parties.

8. Effective Date. This Agreement shall become effective upon execution and recordation in the Public Records of Broward County, Florida.

9. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

10. Modifications. This Agreement shall not be modified, waived, amended or released as to any portion of the Property except by written instrument executed by the owner of the Property and approved in writing by the City of Pompano Beach.

11. Severability. The invalidity of any provisions hereof shall in no way affect or invalidate the remainder of the Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

13. Governing Law. This Agreement shall be construed in accordance with the laws of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.

14. Binding Effect. The obligations imposed pursuant to this Agreement upon Tsatas Acquisitions and/or upon the Property run with and bind the Property as covenants running with the Property and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said Tsatas Acquisitions and City has signed and sealed these presents the day and year first written above.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

By: _____

DENNIS W. BEACH, 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 instrument was acknowledged before me this _____ day of _____, 2017 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** 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

TSATAS ACQUISITIONS, LLC,
a Florida limited liability company

Print name: Gisette Nene
 Print name: Steven Vasquez

By: [Signature]
Print Name: Efstathios Tsatas
Title: Manager of Tsatas Acquisitions, LLC

13 day of April, 2017

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Efsthios Tsatas, the Manager of Tsatas Acquisitions, LLC, freely and voluntarily under authority duly vested in him/her by said company. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of April, 2017.

Notary Public

Bernadino Cerbo

Typed, printed or stamped name of Notary Public

210-1717 St-Martin Ouest

Laval, QC H7S 1N2.

My Commission Expires: *perpetuity*

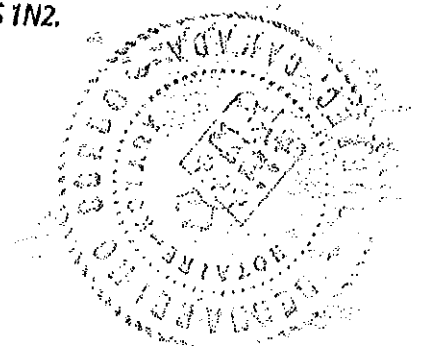


EXHIBIT "A"

LOTS 1 AND 2, BLOCK 5, LESS THE NORTH 15' THEREOF, TOGETHER WITH LOT 3, BLOCK 5, "POMPANO BEACH PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH PARCEL 2, DESCRIBED AS FOLLOWS:

LOTS 1,2,3,4 AND 5, BLOCK 1, "POMPANO BEACH PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

LESS THE NORTH 20 FEET THEREOF; THE EAST 5' THEREOF; AND THE WEST 5' THEREOF. FOR ROAD RIGHT-OF-WAY.

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

EXHIBIT "B"

DESCRIPTION

LEGAL DESCRIPTION PROPOSED RIGHT-OF-WAY ABANDONMENT

A PORTION OF THE EXISTING RIGHT-OF-WAY OF RIVERSIDE DRIVE, POMPANO BEACH PARK, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 5, POMPANO BEACH PARK, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 05°55'30" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE, A DISTANCE OF 236.72 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST ATLANTIC BOULEVARD, AS NOW LAID OUT AND IN USE; THENCE NORTH 85°24'45" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST ATLANTIC BOULEVARD, A DISTANCE OF 25.43 FEET; THENCE SOUTH 05°55'30" WEST, A DISTANCE OF 5.09 FEET; THENCE NORTH 85°24'45" EAST, A DISTANCE OF 30.51 TO A POINT 5.00 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE SOUTH 05°55'30" WEST, ALONG A LINE 5.00 FEET, EAST OF, AND PARALLEL WITH, SAID EAST RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE, DISTANCE OF 241.85 FEET; THENCE NORTH 84°04'30" WEST, A DISTANCE OF 55.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE, SAID POINT BEING FURTHER DESCRIBED AS BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 5 AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

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

CONTAINING: 13,147.96' SQUARE FEET, MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

8/2/13

SURVEYOR'S NOTES:

1. ALL BEARINGS OR ANGLES SHOWN HEREON ARE BASED ON THE ASSUMED BEARING OF SOUTH RIVERSIDE DRIVE
2. THIS SKETCH IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND EMBOSSED SEAL.

PAUL A. DAVIS
P.S.M. #4531
STATE OF FLORIDA.



PAUL A. DAVIS, INC.

LB #0007219

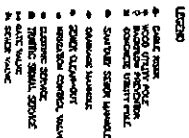
Land Surveyors Land Development Consultants Planners

2091 N.E. 38TH STREET #50234 LIGHTHOUSE POINT FL. 33064
Phone: (954) 263-3102

Subdivisions & Condominiums Land & Site Planning
Lot Surveys • Mortgage Surveys • Acreage Surveys • Topographic Surveys • Record Plats • Condominium Plats • Construction Layout

DATE	REVISIONS
SCALE:	1" = 50'
DRAWN BY:	A.M.D.
DATE:	8/2/13
JOB NO:	12-0001
F.B./PG.	N/A
FILE	
SHEET NO.	1 OF 2

EAST ATLANTIC BLVD
POWELL BEACH ROAD (POW BLVD)
STATE ROAD 104
(POW BEACH BLVD)



TOOTHACK WITH PINEOIL 2, DISCLOSED AS FOLLOWS:

LESS THE NORTH 20 FEET STRIPS; THE EAST 7 FEET STRIP; AND THE WEST 4 FEET STRIP, FROM SOUTH BOUNDARY-TO-EAST.

Said LINES BEING LINED AND BOUND BY THE CITY OF PULPWOOD SCHOOL, BROWNWOOD COUNTY, TEXAS.

TOGETHER WITH PROPOSED AMT-05-002, AMT-05-001

[illegible]**Conflicts of interest**

7074. SQUARE FOOTAGE= 1025.0000 SQUARE FEET, MORE OR LESS

SURVEYOR'S NOTES:

- [illegible]

CERTIFICATE: The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears in the records of the County of _____ State of _____.

Notary Public in and for the State of _____

My commission expires _____

1000

PROPOSED
RIGHT-OF-WAY
EASEMENT

PAUL A. DAVIS, INC.

[illegible]

