

Prepared by:

Mark J. Lynn, Esq.
Greenspoon Marder, LLP
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, FL 33021

Return to:

City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

AGREEMENT REGARDING UTILITY EASEMENT AND INSTALLATION

THIS AGREEMENT REGARDING UTILITY EASEMENT AND INSTALLATION (this "Easement") is made and executed this 25th day of June, 2020, by **BRE POMPANO INDUSTRIAL OWNER LLC**, a Delaware limited liability company (the "Grantor"), having an address of 222 S. Riverside Plaza, Suite 2000, Chicago, IL 60606, to the **CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, (the "Grantee" or "City") having an address at 100 West Atlantic Avenue, Pompano Beach, Florida 33060:

(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"); and

WHEREAS, a new water main (the "New Water Main") is proposed to be constructed within the Easement Area and is intended to replace the water main lying within that easement granted under that certain Easement Agreement recorded in Official Records Book 29330, Page 0365 of the Public Records of Broward County, Florida (the "Existing Easement"); and

WHEREAS, Grantor and Grantee have agreed that the Existing Easement shall not be abandoned or vacated unless and until installation of the New Water Main is complete (as evidenced by a certificate of completion by Grantee or Broward County (or both, as applicable) or substantially similar approval) (“Installation”).

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. The foregoing recitals are true and correct and are incorporated herein by reference.
2. 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 (it being understood that Grantor may construct, or cause to be constructed, the New Water Main), 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.
3. 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.
4. 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.

5. 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.

6. The Easement granted shall be binding upon the Grantor and Grantee and their respective 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.

7. Grantor and Grantee agree that the abandonment or vacation (or both) of the Existing Easement shall not occur unless and until Installation of the New Water Main is complete.

8. 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.


9. 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.

[SIGNATURES ON FOLLOWING PAGE]

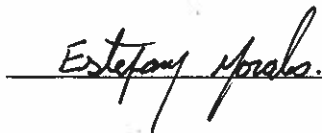
IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers or representatives hereunto duly authorized, as of the day and year first above written.

"GRANTOR":

Witnesses:



Lorena Henriquez
Print Name



Estefany Morales
Print Name

BRE POMPANO INDUSTRIAL OWNER LLC, a
Delaware limited liability company

By: 

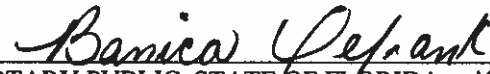
Britton Winterer, Vice President

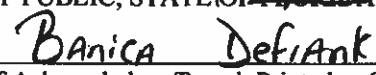
STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 26th day of June, 2020, Britton Winterer, as Vice President of BRE POMPANO INDUSTRIAL OWNER LLC, a Delaware limited liability company, on behalf of the company, freely and voluntarily under authority duly vested in her by said entity by means of [☒] physical presence (and who is personally known to me or who has produced _____ as identification) or [☐] online notarization.

NOTARY'S SEAL:

BANICA DEFRANK
Notary Public, State of New York
No. 01DE6283659
Qualified in Queens County
Commission Expires 06/03/2021



NOTARY PUBLIC, STATE OF ~~FLORIDA~~ new York


(Name of Acknowledger Typed, Printed or Stamped)
06/03/2021

Commission Number

The foregoing Easement and all of its agreements, terms, conditions and representations are hereby accepted at Pompano Beach, Florida, this _____ day of _____, 2020.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREG 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 instruments were acknowledged before me this _____ day of _____, 2020 by **REX HARDIN** as Mayor, **GREG 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, freely and voluntarily under authority duly vested in her by entity by means of [☐] physical presence (and who is personally known to me or who has produced _____ as identification) or [☐] online notarization.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit A

Legal Description of Water Easement

SKETCH & DESCRIPTION
WATER EASEMENT
A PORTION OF PARCEL 'A'
(P.B. 183, PGS. 183-186, B.C.R.)
BROWARD COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Parcel 'A', STIMPSON, according to the Plat thereof, as recorded in Plat Book 183, Pages 183-186, of the Public Records of Broward County, Florida, being described as follows:

A 15 foot strip of land, being 7.5 feet on each side of the following described centerline:

Commence at the northwest corner of said Parcel 'A'; thence S10°47'11"W along the west line of said Parcel 'A', 381.23 feet to the **Point Of Beginning** of said centerline; thence S79°12'49"E, 10.00 feet; thence N55°47'11"E, 42.05 feet; thence N89°33'20"E, 5.00 feet; thence N00°26'40"W, 55.04 feet; thence N10°48'25"E, 235.71 feet; thence N50°10'31"E, 20.94 feet; thence N89°34'04"E, 285.51 feet; thence S45°36'57"E, 28.28 feet; thence S00°36'57"E, 69.81 feet; thence S10°46'59"W, 152.03 feet; thence S23°06'58"E, 38.10 feet; thence S12°41'28"W, 6.93 feet to a point hereinafter referred to as Reference Point 'A', also being the north right-of-way line of S.W. 13th Court and also being the **Point Of Termination** of said centerline.

TOGETHER WITH:

A 20 foot strip of land, being 10 feet on each side of the following described centerline:

Commence at the aforementioned Reference Point 'A'; thence S12°41'28"W, 16.83 feet; thence S89°33'20"W, 11.31 feet to the west right-of-way line of S.W. 13th Court, also being the **Point of Beginning**; thence S89°33'20"W, 12.11 feet to the **Point Of Termination** of said centerline.

Side lines of said centerline are to be prolonged or shortened to coincide with property's west boundary line and the north and west right-of-way lines of S.W. 13th Court sidelines will extend or shorten at the angle points to form a continuous strip of land.

Said lands lying in Broward County, Florida.

**NOT VALID WITHOUT
SHEETS 1 THRU 3**

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #: 11255-5

SCALE: -

DATE: 06/04/2020

BY: W.R.E.

CHECKED: J.T.D.

F.B. - PG. -

SHEET: 1 OF 3

SKETCH & DESCRIPTION
WATER EASEMENT
A PORTION OF PARCEL 'A'
(P.B. 183, PGS. 183-186, B.C.R.)
BROWARD COUNTY, FLORIDA

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the plat, based on the west line of Parcel 'A' having a bearing of S10°47'11"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 6/5/2020



JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

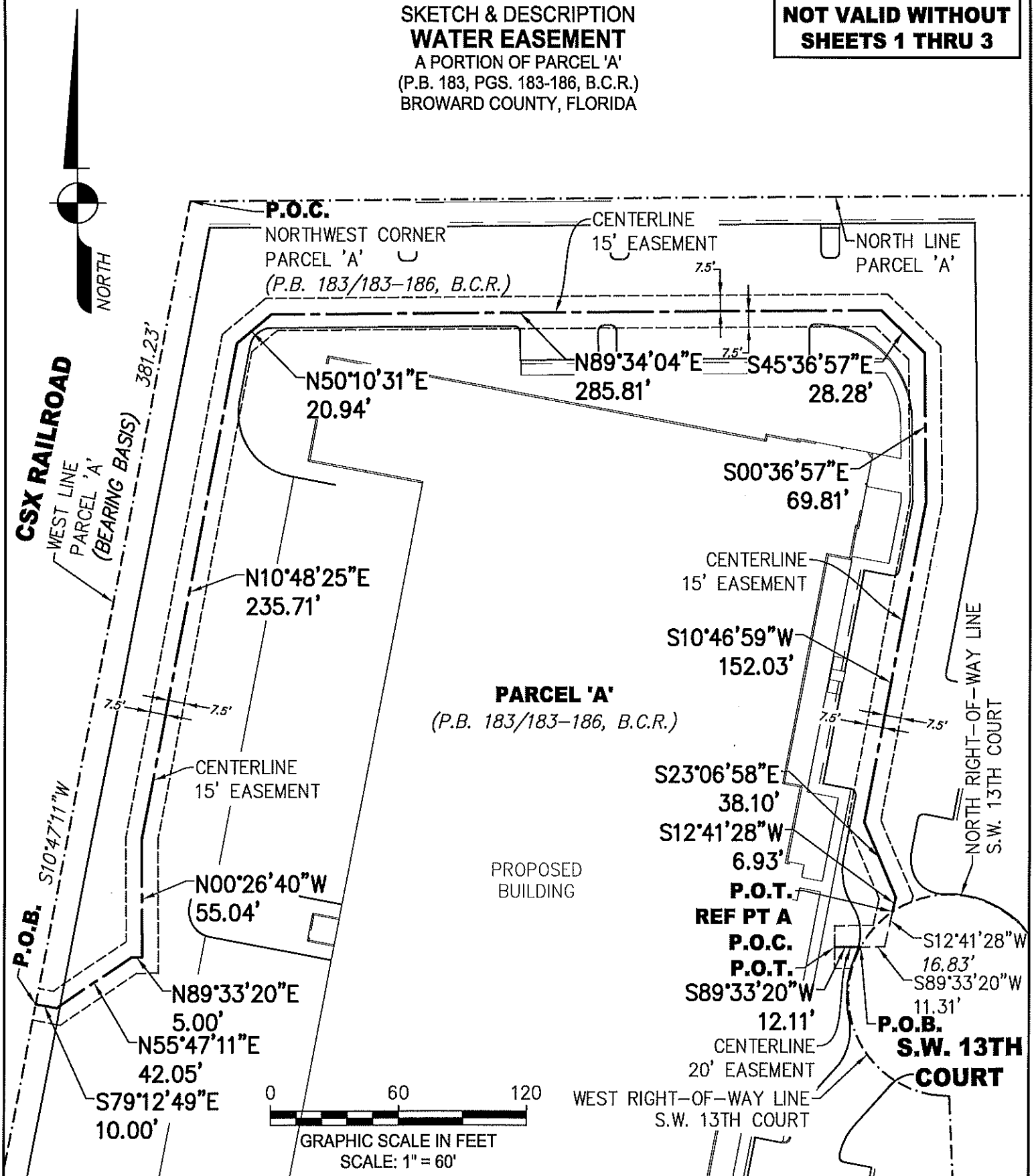
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REVISIONS		<p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com</p> <p>© 2020 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</p>	JOB #:	11255-5
			SCALE:	--
			DATE:	06/04/2020
			BY:	W.R.E.
			CHECKED:	J.T.D.
			F.B.	-- PG. --
			SHEET:	2 OF 3

SKETCH & DESCRIPTION WATER EASEMENT

A PORTION OF PARCEL 'A'
(P.B. 183, PGS. 183-186, B.C.R.)
BROWARD COUNTY, FLORIDA

**NOT VALID WITHOUT
SHEETS 1 THRU 3**



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AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

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JOB #: 11255-5

SCALE: 1" = 60'

DATE: 06/04/2020

BY: W.R.E.

CHECKED: J.T.D.

F.B. -- PG. --

SHEET: 3 OF 3