

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

SANITARY SEWER AND ACCESS EASEMENT

FOOTZEE, LLC, 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 10 foot wide sanitary sewer easement, subject to the agreements, terms, conditions and representations stated below, running along the east side of the property known as 1790 N. Federal Highway, Pompano Beach, FL 33062 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 sanitary sewer 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 sanitary sewer pipeline.

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 sanitary sewer 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. OWNER may use the EASEMENT LAND for parking and such use shall not be considered an obstruction.

5. In the event CITY needs to access the EASEMENT LAND for purposes set forth in Paragraph 2 above, not including an emergency, CITY shall notify OWNER at least twenty-four (24) hours in advance and OWNER shall clear the EASEMENT LAND of any vehicles or other permitted obstructions to assure access to the EASEMENT LAND at the time of CITY'S access. OWNER shall provide and regularly update the CITY with the contact information of the owner and/or tenant representative who can help remove any vehicles occupying the EASEMENT LAND in the event the CITY needs immediate emergency access.

6. 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

7. 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. This easement shall terminate, however, if at any time the CITY abandons or removes, without

replacing, the sanitary sewer pipeline beneath the EASEMENT LAND. Said termination shall require a written agreement approved and executed by all parties, recorded in the Public Records of Broward County.

8. 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.

9. 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 17th Judicial Circuit and Southern District of Florida.

10. 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 13 day of October, 2020.

OWNER:

Witnesses:

FOOTZEE, LLC
a Florida limited liability company

Signature: [Signature]
ALAN RUTNER
Print Name

By: [Signature]
JEFFREY A. LEVITZ, Manager

Signature: [Signature]
Elyse Grant
Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 13th day of October, 2020, by Jeffrey A. Levitz, as Manager of Footzee, LLC, a Florida limited liability company. He is personally known to me or has produced N/A (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC
(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 _____, 20__.

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)

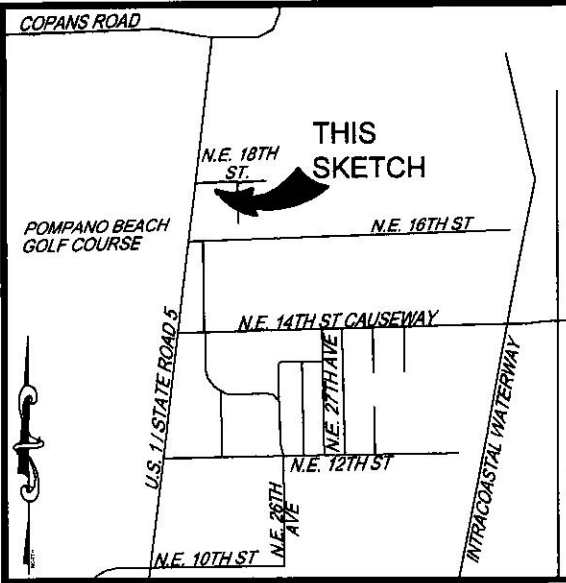
Commission Number

LEGAL DESCRIPTION:

A PORTION OF THE NORTH 100' OF THE SOUTH 300' OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, CASSOLI VILLAS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE SOUTH 89°08'31" WEST, 30.00' TO A POINT ON THE EAST LINE OF SAID WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE, SOUTH 00°51'29" EAST, 25.52' TO A POINT ON THE SOUTH LINE OF SAID NORTH 100' OF THE SOUTH 300' OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE ALONG SAID SOUTH LINE SOUTH 88°05'46" WEST, 10.00'; THENCE NORTH 00°51'29" WEST, 58.18'; THENCE NORTH 89°08'31" EAST, 10.00'; THENCE ALONG SAID EAST LINE, SOUTH 00°51'29" EAST, 32.48' TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF POMPANO BEACH, FLORIDA, AND CONTAINING 581 SQUARE FEET.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR, BASED UPON THE AS-DESIGNATED LOCATION OF AN EXISTING UNDERGROUND SANITARY SEWER LINE.
2. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE 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.
4. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO CASSOLI VILLAS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 3 OF THE BROWARD COUNTY RECORDS, WITH A REFERENCE BEARING OF NORTH 00°51'29" WEST ALONG THE WEST LINE OF SAID PLAT.

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 JULY 21, 2020 MEETS THE STANDARDS OF PRACTICE, 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

TIMOTHY H. GRAY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6604
STATE OF FLORIDA



Digitally signed by
Timothy H Gray
Date: 2020.07.21
13:32:24-04'00'

SKETCH & DESCRIPTION
SANITARY SEWER EASEMENT

A PORTION OF SW 1/4 OF THE NW 1/4
OF SECTION 30,
TOWNSHIP 48 SOUTH, RANGE 43 EAST

CITY OF POMPANO BEACH BROWARD COUNTY FLORIDA



301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400
EMAIL: mail@KEITHteam.com LB NO. 6880

SHEET 1 OF 2

DRAWING NO. 10020.77 EASEMENT-SKD.dwg

DATE 7/21/2020

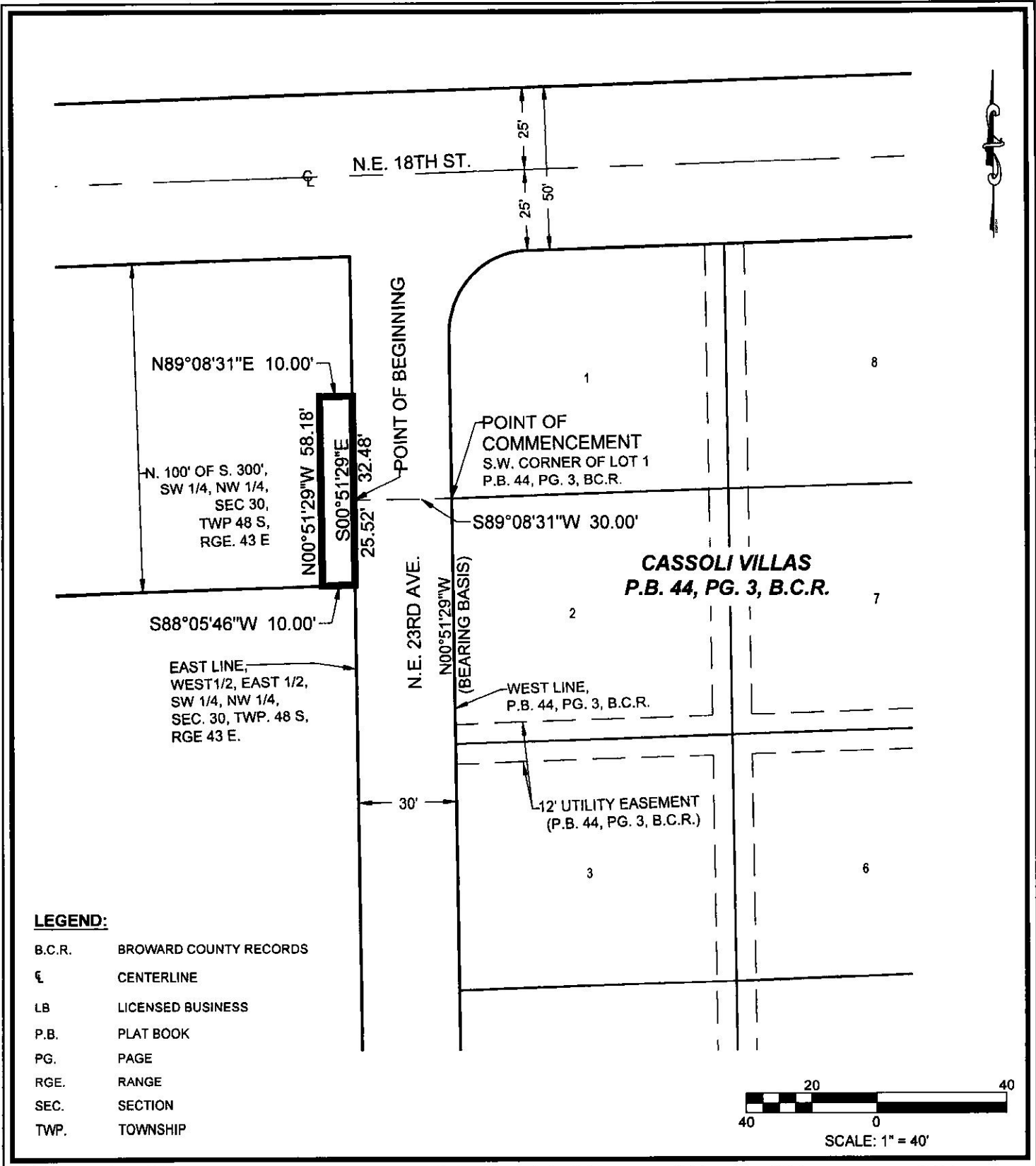
SCALE N/A

FIELD BK. 938

DWNG. BY T.G.

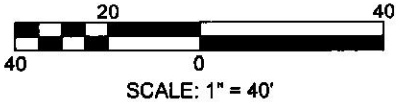
CHK. BY W.A.

DATE REVISIONS



LEGEND:

- B.C.R. BROWARD COUNTY RECORDS
CL CENTERLINE
LB LICENSED BUSINESS
P.B. PLAT BOOK
PG. PAGE
RGE. RANGE
SEC. SECTION
TWP. TOWNSHIP



**SKETCH & DESCRIPTION
SANITARY SEWER EASEMENT**

A PORTION OF SW 1/4 OF THE NW 1/4
OF SECTION 30,
TOWNSHIP 48 SOUTH, RANGE 43 EAST

CITY OF POMPAÑO BEACH BROWARD COUNTY FLORIDA



301 EAST ATLANTIC BOULEVARD
POMPAÑO BEACH, FLORIDA 33060-6843
(954) 788-3400

EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 10020.77 EASEMENT-SKD.dwg

DATE 7/21/2020

SCALE 1" = 40'

FIELD BK. 938

DWNG. BY T.G.

CHK. BY W.A.

DATE REVISIONS
