

**This Instrument Prepared by
and after recording return to:**

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

Parcel ID #: 4842-1801-0212

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DRAINAGE, SIDEWALK AND ACCESS EASEMENT AGREEMENT

THIS DRAINAGE. SIDEWALK AND ACCESS EASEMENT AGREEMENT (this “Easement Agreement”), is made on this _____ day of _____, 2025, by **JOHNS FAMILY PARTNERS LLLP**, a Florida limited liability limited partnership (“Grantor”), whose mailing address is 2609 N.E. 27th Avenue, Fort Lauderdale, Florida 33306, in favor of **BROWARD COUNTY**, a political subdivision of the State of Florida (“Grantee”), whose mailing address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Grantor and Grantee are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

(Wherever used herein the terms, “Grantor” and “Grantee” shall include heirs, legal representatives, successors, and assigns).

W I T N E S S E T H:

WHEREAS, Grantor is the fee simple owner of certain real property located in Broward County, Florida, as more particularly described in **Exhibit “A”**, attached hereto and made a part hereof (“Property”).

WHEREAS, Grantee desires non-exclusive easements on, over, along, across, under, and through the Easement Area, as defined in Section 2, (i) to access, install, inspect, test, operate, maintain, repair, relocate, and replace drainage facilities servicing the Property and adjacent property, as Grantee may deem necessary from time to time, (ii) to access, construct, improve, inspect, repair, relocate, replace, maintain, and use for public sidewalk and other appropriate purposes incidental thereto, as Grantee may deem necessary from time to time, and (iii) for pedestrian and vehicular access, ingress and egress (collectively, the “Easements”).

WHEREAS, Grantor is willing to grant the Easements to Grantee subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct, and fully incorporated by reference herein.

2. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its licensees, agents, independent contractors, successors, and assigns, the Easements on, over, along, across, under, and through a portion of the Property, as more particularly described in **Exhibit “B”**, attached hereto and made a part hereof, together with any incidental or necessary appurtenances thereto (“Easement Area”).

3. **Grantor’s Use of the Property.** Grantor retains the right to engage in any activities on, over, across, under, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easements. Grantor agrees that no obstructions that would restrict Grantee’s use of the Easement Area, including without limitation, improvements, trees, landscaping or utilities, may be placed in the Easement Area by Grantor or any other easement holder without Grantee’s prior written consent.

4. **Prior Agreements.** This Easement Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Easement Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Easement Agreement are contained herein.

5. **Amendments.** This Easement Agreement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.

6. **Jurisdiction, Venue.** This Easement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Easement Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

7. **Counterparts.** This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which, taken together, shall constitute one and the same Easement Agreement.

8. **Waiver.** A waiver of any breach of a provision of this Easement Agreement by a Party shall not be deemed a waiver of any subsequent breach and shall not be

construed to be a modification of this Easement Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9. **Severability**. If any part of this Easement Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to applicable law, that part shall be deemed severed from this Easement Agreement and the balance of this Easement Agreement shall remain in full force and effect.

10. **Binding Effect**. This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, transferees, successors, and assigns.

11. **Recording**. Grantee, at its own expense, shall record this fully executed Easement Agreement in its entirety in the Official Records of Broward County, Florida.

(Signature and Acknowledgement on the following page)

IN WITNESS WHEREOF, the Grantor has executed this Easement Agreement as of the day and year first above written.

GRANTOR:

WITNESSES:

JOHNS FAMILY PARTNERS, LLLP a
Florida limited liability limited partnership

By: COCONUT CREEK VENTURES,
LLC, a Florida limited liability
company, its General Partner

Signature of Witness 1

By: _____
Name: _____
Title: _____

Print Name of Witness 1

Address: _____

Signature of Witness 2

Print Name of Witness 2

Address: _____

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of Coconut Creek Ventures, LLC, a Florida limited liability company, the General Partner of JOHNS FAMILY PARTNERS, LLLP, who is ☐ is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

EXHIBIT "A"

Property
Legal Description

TRACTS 24, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 48, 49, 50, 51, 52, 53, 54, 55, 57, 58, 59, 60, AND 73, BLOCK 89, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45 -54, OF THE PUBLIC RECORDS OF PALM BEACH, FLORIDA, SAID LANDS NOW LYING, BEING AND SITUATE IN BROWARD COUNTY, FLORIDA; LESS AND EXCEPT THE NORTH 20 FEET OF TRACTS 33 AND 42 CONVEYED TO BROWARD COUNTY BY WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 14, PAGE 599 AND OFFICIAL RECORDS BOOK 24, PAGE 594; LESS THOSE PORTIONS OF TRACTS 33 AND 55 CONVEYED TO THE BROWARD COUNTY EXPRESSWAY AUTHORITY AND BROWARD COUNTY, FLORIDA, BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 13966, PAGE 480; LESS THAT PORTION OF TRACT 24 KNOWN AS PARCEL NO. 101 CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 21899, PAGES 826 THROUGH 842, INCLUSIVE; AND LESS THAT PORTION OF TRACT 42 KNOWN AS PARCEL NO. 102 CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 21899, PAGES 845 THROUGH 861, INCLUSIVE, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PARCEL OF LAND BEING PORTIONS OF TRACTS 33 AND 55, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN BROWARD COUNTY, FLORIDA. SAID PARCEL OF LAND ALSO BEING PORTIONS OF LANDS KNOWN AS PARCELS 105.1 AND 105.2 CONVEYED TO THE BROWARD COUNTY EXPRESSWAY AUTHORITY AND BROWARD COUNTY, FLORIDA, BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 13966, PAGE 480, AND BY JOINT STIPULATION AND CONSENT FINAL JUDGEMENT FOR PARCELS 105.1 AND 105.2 RECORDED IN OFFICIAL RECORDS BOOK 14153, PAGE 119, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 33;

THENCE SOUTH 89°37'34" WEST, ALONG THE SOUTH LINE OF SAID TRACT 33, SAME BEING THE NORTH LINE OF TRACT 55 AS SHOWN ON SAID PALM BEACH FARMS CO. PLAT NO. 3, A DISTANCE OF 59.93 FEET TO THE EXISTING WEST RIGHT OF WAY LINE FOR LYONS ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 00°36'48" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 44°30'19" EAST, A DISTANCE OF 42.51 FEET;

THENCE NORTH 00°36'48" WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 06°16'44" EAST, A DISTANCE OF 100.00 FEET, THE PREVIOUS FOUR COURSES BEING COINCIDENT WITH THE SAID EXISTING WEST RIGHT OF WAY LINE;

THENCE SOUTH 00°36'48" EAST, A DISTANCE OF 439.58 FEET;

THENCE NORTH 45°29'42" WEST, A DISTANCE OF 42.69 FEET;

THENCE SOUTH 89°37'34" WEST, A DISTANCE of 12.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

EXHIBIT "B"

Easement Area
Legal Description

A PARCEL OF LAND BEING PORTIONS OF TRACTS 33 AND 55, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN BROWARD COUNTY, FLORIDA. SAID PARCEL OF LAND ALSO BEING PORTIONS OF LANDS KNOWN AS PARCELS 105.1 AND 105.2 CONVEYED TO THE BROWARD COUNTY EXPRESSWAY AUTHORITY AND BROWARD COUNTY, FLORIDA, BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 13966, PAGE 480, AND BY JOINT STIPULATION AND CONSENT FINAL JUDGEMENT FOR PARCELS 105.1 AND 105.2 RECORDED IN OFFICIAL RECORDS BOOK 14153, PAGE 119, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 33;

THENCE SOUTH 89°37'34" WEST, ALONG THE SOUTH LINE OF SAID TRACT 33, SAME BEING THE NORTH LINE OF TRACT 55 AS SHOWN ON SAID PALM BEACH FARMS CO. PLAT NO. 3, A DISTANCE OF 59.93 FEET TO THE EXISTING WEST RIGHT OF WAY LINE FOR LYONS ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 00°36'48" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 44°30'19" EAST, A DISTANCE OF 42.51 FEET;

THENCE NORTH 00°36'48" WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 06°16'44" EAST, A DISTANCE OF 100.00 FEET, THE PREVIOUS FOUR COURSES BEING COINCIDENT WITH THE SAID EXISTING WEST RIGHT OF WAY LINE;

THENCE SOUTH 00°36'48" EAST, A DISTANCE OF 439.58 FEET;

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THENCE SOUTH 89°37'34" WEST, A DISTANCE of 12.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

