

Prepared by and Return to:

Nectaria M. Chakas, Esq.
Lochrie & Chakas, P.A.
1401 E. Broward Boulevard, Suite 303
Ft. Lauderdale, FL 33301

Space reserved for recording information

FORCE MAIN
UTILITY EASEMENT
AGREEMENT

THIS EASEMENT made this ____ of _____, 2015, by and between GDC BROWARD RB, LLC, a Delaware limited liability company whose post office address is 1301 Riverplace Boulevard, Suite 1900, Jacksonville, Florida 32207 ("Grantor"); and CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, whose Post Office address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Federal Tax ID No. 59-6000319 (hereinafter referred to as "Grantee" or "City").

WITNESSETH:

WHEREAS, Grantor is the owner of a certain parcel of real property consisting of approximately 35 acres generally located on the southeast corner of Broward Boulevard and SW 27th Avenue/Riverland Road in the City of Ft. Lauderdale, Broward County, Florida and more particularly described on Exhibit "A" attached hereto and made a part hereof ("Grantor's Property");

WHEREAS, Grantor is developing a commercial retail center known as Riverbend Marketplace on Grantor's Property ("Project");

WHEREAS, Grantor's predecessor in title granted to City a Utility Easement encompassing a portion of Grantor's Property for the purpose of installing and maintaining an underground force main pipeline and appurtenances, said Utility Easement being dated April 22, 2008 recorded in Official Records Book 45325, Page 693 of the Public Records Broward County, Florida ("2008 Utility Easement"); and

WHEREAS, the Grantor proposes to construct certain buildings and improvements on a portion of the easement area granted under the 2008 Utility Easement;

WHEREAS, the Grantor applied to vacate that portion of the 2008 Utility Easement which interferes with the development of the Project;

WHEREAS, on February 4, 2014, the City Commission of the City of Ft. Lauderdale adopted Resolution No. 14-18 (the "Resolution"), which Resolution approved such vacation subject to Grantor relocating the force main pipeline and appurtenances ("Force Main") and further requiring Grantor to grant a new easement encompassing the location of the relocated Force Main, subject to the terms set forth herein;

WHEREAS, Grantor desires to relocate the Force Main to the area more particularly described **Exhibit "B"** attached hereto and made a part hereof (the "**Easement Area**").

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby declares as follows:

1. **Recitations.** The recitations set forth above are true and correct and are incorporated herein by this reference.
2. **Grant of Easement.** Subject to the limitations set forth in paragraph 3 below, Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual non-exclusive easement over, across, under and upon the Easement Area, for an underground force main, underground piping/conduit and associated equipment together with the right to provide service to, maintain, repair and replace and have access to City facilities or infrastructure within the Easement Area. Grantor hereby covenants with Grantee that said Grantor is lawfully seized of fee simple title to the area underlying the Easement Area and that Grantor hereby fully warrants and shall defend the title to the Easement Area against the lawful claims of all persons whomsoever, and Grantee shall have the right to access the Easement Area across the Grantor's Property.
3. **Grantor's or Service Provider use of Easement Area.** Grantor may use the Easement Area for ingress and egress, driveways, surface parking, landscape beautification, irrigation, drainage, and other utility lines provided that Grantor maintains the foregoing improvements and provided further that such improvements or other utilities do not interfere with the City's use of the Easement Area. As of the effective date of this Easement, Grantor has conveyed easements to two (2) other service/utility, providers, Bellsouth Telecommunications, Inc. and Florida Power & Light Company, within the Easement Area. Grantor shall not make other improvements or grant any other easements within the Easement Area, without the prior written consent of the City Manager or his designee.
4. **Construction and Maintenance.** Grantor agrees to construct and bear the costs associated with the relocation the Force Main to the Easement Area, and upon completion of said relocation (as evidenced by the recordation of the engineering certificate required by the Resolution), the City shall be the owner of the Force Main and be obligated to maintain same. The construction and relocation of the Force Main to the Easement Area shall be deemed complete when all inspections have been completed in accordance with the engineering permit, and the Force Main and related improvements have been accepted by the City's Public Works Department.

5. Damage, Restoration and Repair.

a. Damage caused by Grantor. If Grantor or its agents causes damage to the Easement Area or Force Main located therein, Grantor shall be responsible to restore such area and Force Main to the condition that existed prior to the damage including full repair of any electrical or utility line damage as a result of Grantor's or its agents' actions.

b. Damage/Malfunction/Repairs by Grantee. If Grantee or its agents damage the Force Main, or the Force Main has malfunctioned and caused damage to Grantor's Property, Grantee shall be responsible to restore only the Force Main and Easement Area to the condition that existed prior to the damage but shall not be responsible for damage to other utility lines within the Easement Area. Grantor shall assume the costs of repair, clean-up, and restoration of the remainder of Grantor's Property outside of the Easement Area.

c. Notice to City. Prior to Grantor doing anything that will disturb the surface of the Easement Area such as construction activities, repairing any below ground improvements, or any other activity reasonably likely to involve digging or otherwise marring the surface area, Grantor shall, except in the case of emergency, first provide notice to the Grantee at least thirty (30) days in advance.

6. Notices. All notices, requests, consents and other communications hereunder to any party, shall be deemed to be sufficient if in writing and (i) delivered in person, (ii) delivered via facsimile if confirmation of transmission is obtained and a confirmatory mailing in accordance herewith is also made, (iii) duly sent by certified mail return receipt requested and postage prepaid or (iv) duly sent by an established and recognized overnight delivery service, addressed to such party at the address set forth below:

If to Grantor: Chad Williard, Esq.
GDC BROWARD RB, LLC
1301 Riverplace Blvd., Suite 1900
Jacksonville, FL 32207

with a copy to: Nectaria M. Chakas, Esq.
Lochrie & Chakas, P.A.
1401 E. Broward Boulevard, Suite 303
Ft. Lauderdale, FL 33301

If to the Grantee: Attn: City Manager and City Engineer
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to: Office of the City Attorney

100 N. Andrews Avenue
Fort Lauderdale, FL 33301

7. **Amendment.** This Easement may not be modified, amended or terminated without the prior written approval of Grantor and Grantee.

8. **Waiver.** No waiver of any of the provisions of this Easement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

9. **Binding Effect.** The provisions of this Easement shall be binding on the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Grantor Property.

10. **Governing law.** This Easement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.

TO HAVE AND TO HOLD the same unto the Grantee, its successor and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals the day and year first above written.

WITNESSES:

GRANTOR:

GDC BROWARD RB, LLC, a Delaware
limited liability company

By: _____
Franklin C. Gatlin III, President

Signature

Address: 888 E. Las Olas Boulevard
Suite 600
Ft. Lauderdale, FL 33301

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Franklin C. Gatlin, III as President of GDC BROWARD RB, LLC, a Delaware limited liability limited partnership, freely and voluntarily on behalf of said corporation. He is personally known to me or has produced _____ as identification or is known to me personally.

Notary Public

Typed, printed or stamped name of Notary Public
My Commission Expires:

Signed, Sealed and Delivered in the Presence of:

GRANTEE:

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Lee R. Feldman, City Manager

ATTEST:

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:

Lynn Solomon, Asst. City Attorney:

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by John P. "Jack" Seiler, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida, who (check one) [] is personally known to me or [] has produced _____ as identification.

Print Name: _____
NOTARY PUBLIC
State of Florida
My Commission Expires: _____

EXHIBIT "A"

Grantor's Property

TRACT "A", RIVERBEND MARKETPLACE ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 181, PAGE 111, BROWARD COUNTY PUBLIC RECORDS

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
LYING IN A PORTION OF TRACT "A", RIVERBEND MARKETPLACE,
RECORDED IN PLAT BOOK 181, PAGE 111
BROWARD COUNTY, FLORIDA

M.D.
O.K.



LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN TRACT "A", RIVERBEND MARKETPLACE, AS RECORDED IN PLAT BOOK 181, PAGE 111, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 01°15'07" WEST, ALONG THE WEST LINE OF SAID TRACT "A", ALSO BEING THE EAST LINE OF TRACT "C" OF SAID PLAT OF RIVERBEND MARKETPLACE, A DISTANCE OF 131.39 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID LINE, NORTH 01°15'07" WEST, A DISTANCE OF 33.49 FEET; THENCE NORTH 88°44'53" EAST, A DISTANCE OF 8.65 FEET; THENCE SOUTH 46°55'39" EAST, DEPARTING SAID WEST LINE OF TRACT "A" AND EAST LINE OF TRACT "C", A DISTANCE OF 70.80 FEET; THENCE NORTH 88°34'58" EAST, A DISTANCE OF 382.94 FEET; THENCE SOUTH 46°02'54" EAST, A DISTANCE OF 128.43 FEET; THENCE NORTH 88°03'22" EAST, A DISTANCE OF 31.00 FEET; THENCE SOUTH 47°55'24" EAST, A DISTANCE OF 91.65 FEET; THENCE SOUTH 01°27'12" EAST, A DISTANCE OF 119.06 FEET; THENCE SOUTH 87°47'47" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 01°27'12" WEST, A DISTANCE OF 106.57 FEET; THENCE NORTH 47°55'24" WEST, A DISTANCE OF 66.64 FEET; THENCE SOUTH 88°03'22" WEST, A DISTANCE OF 31.58 FEET; THENCE NORTH 46°02'54" WEST, A DISTANCE OF 128.59 FEET; THENCE SOUTH 88°34'58" WEST, A DISTANCE OF 382.67 FEET; THENCE NORTH 46°55'39" WEST, A DISTANCE OF 65.86 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 24,232 SQUARE FEET OR 0.55628 ACRES, MORE OR LESS.

LEGEND

LB	= LICENSED BUSINESS
LS	= LICENSED SURVEYOR
LTD.	= LIMITED
NO.	= NUMBER
O.R.B.	= OFFICIAL RECORDS BOOK
P.B.	= PLAT BOOK
PG.	= PAGE
P.O.C.	= POINT OF COMMENCEMENT
T.U.E.	= TEMPORARY UTILITY EASEMENT
	= FORCE MAIN EASEMENT
	= PORTION OF O.R.B. 50561, PAGE 331

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREON REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83/1990 ADJUSTMENT), BASED UPON THE SOUTH LINE OF TRACT "A", RIVERBEND MARKETPLACE, AS RECORDED IN PLAT BOOK 181, PAGE 111, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING SOUTH 87°47'47" WEST AS SHOWN HEREIN.


NOTE: SEE SHEETS 2 AND 3 OF 3 FOR SKETCH OF DESCRIPTION.

DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEETS 2 AND 3 OF 3 OF THIS DOCUMENT.

THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


STEVEN N. BRICKLEY
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE No. LS - 5841

NOVEMBER 14, 2014

DATE OF SIGNATURE

BOWMAN CONSULTING GROUP, LTD., INC.
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8030

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Bowman
CONSULTING

Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1413
7881 S.E. Ellipse Way Fax: (772) 220-7881
Stuart, Florida 34997 www.bowmanconsulting.com

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Professional Surveyors and Mappers, Certificate No. LB-8030

RIVERBEND MARKETPLACE
FORCE MAIN EASEMENT

BROWARD COUNTY

FLORIDA

PROJECT No. 010001-03-001

REVISED DATE:

DATE: NOV. 13, 2014

CADD FILE: 12016 FORCE MAIN SKT REV 11-2014

SCALE: N/A

SHEET 1400 OF 3

M.N. O.K.

SKETCH OF DESCRIPTION

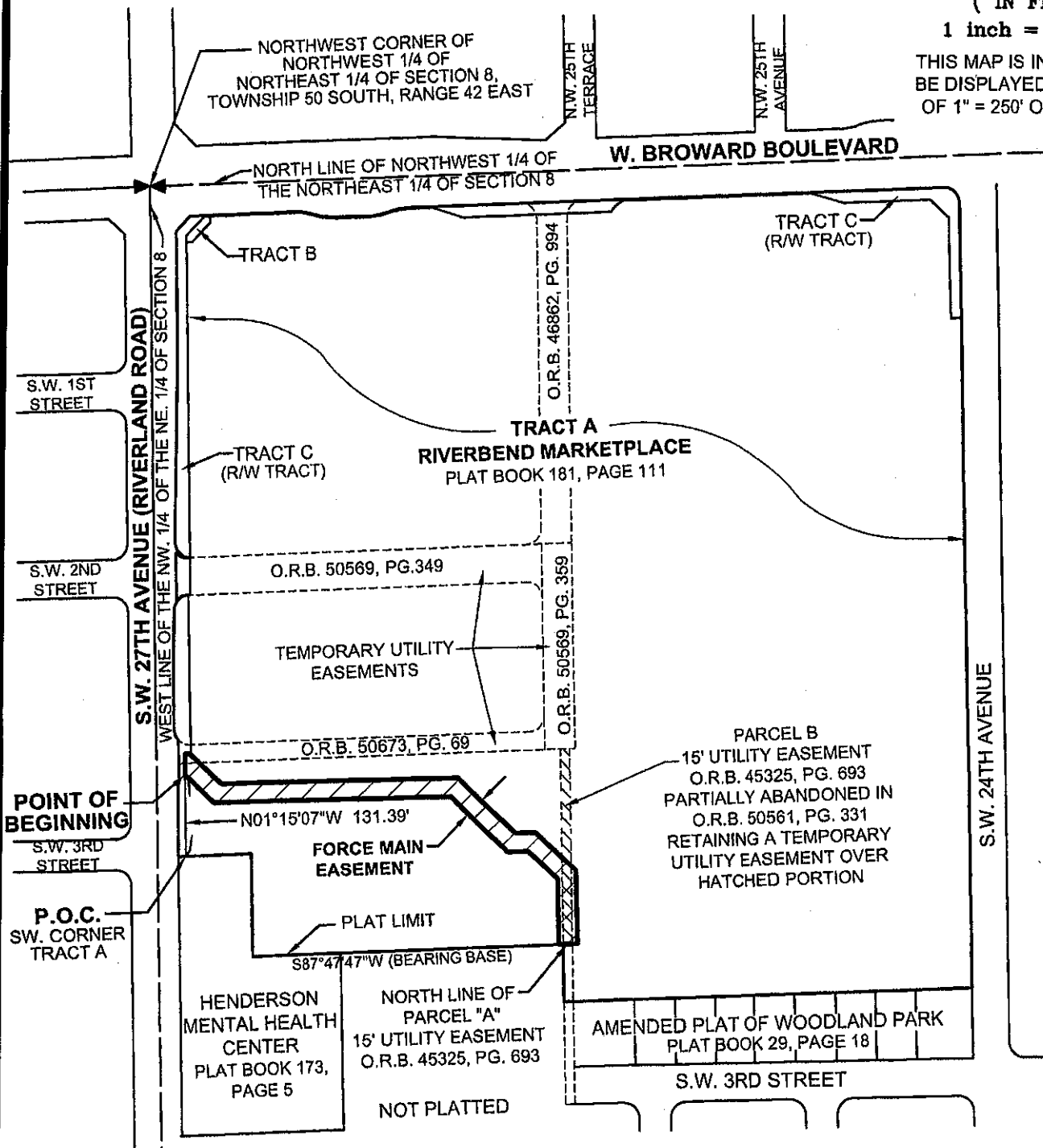
LYING IN A PORTION OF TRACT "A", RIVERBEND MARKETPLACE,
RECORDED IN PLAT BOOK 181, PAGE 111
BROWARD COUNTY, FLORIDA



(IN FEET)

1 inch = 250 ft.

THIS MAP IS INTENDED TO
BE DISPLAYED AT A SCALE
OF 1" = 250' OR SMALLER



NOTE: SEE SHEET 1 OF 3 FOR DESCRIPTION, SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY

Bowman CONSULTING

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Stuart, Florida 34997 www.bowmanconsulting.com

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RIVERBEND MARKETPLACE FORCE MAIN EASEMENT

BROWARD COUNTY

FLORIDA

PROJECT NO. 010001-03-001

REVISED DATE:

DATE: NOV 13, 2014

CADD FILE: 12016 FORCE MAIN SKT REV 11-2014

SCALE: 1"=250' SHEET 2 OF 3

M.D. O.K.

SKETCH OF DESCRIPTION

LYING IN A PORTION OF TRACT "A", RIVERBEND MARKETPLACE,
RECORDED IN PLAT BOOK 181, PAGE 111
BROWARD COUNTY, FLORIDA

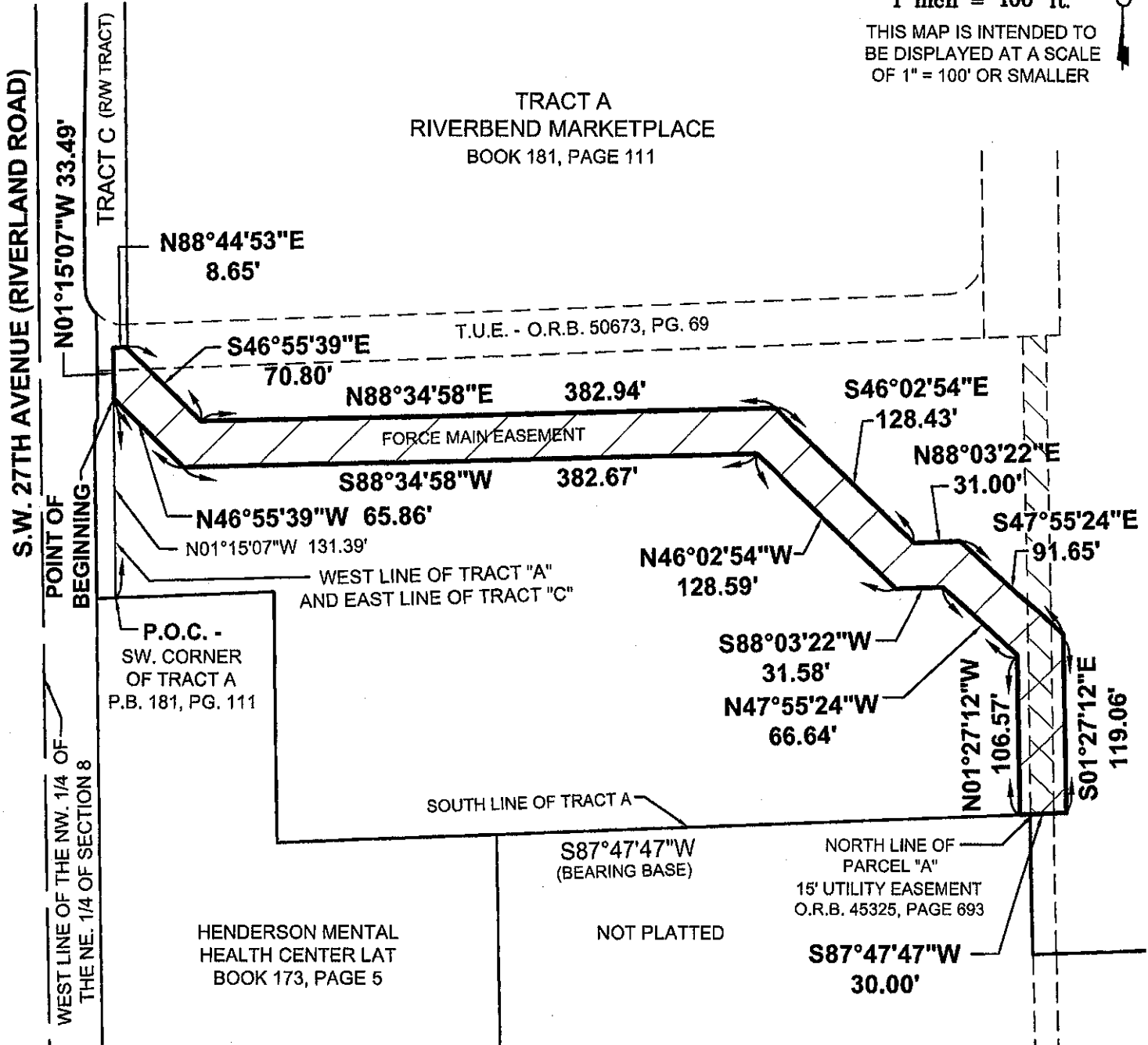


(IN FEET)

1 inch = 100 ft.

THIS MAP IS INTENDED TO
BE DISPLAYED AT A SCALE
OF 1" = 100' OR SMALLER

TRACT A
RIVERBEND MARKETPLACE
BOOK 181, PAGE 111



NOTE: SEE SHEET 1 OF 3 FOR DESCRIPTION, SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY

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RIVERBEND MARKETPLACE FORCE MAIN EASEMENT

BROWARD COUNTY

FLORIDA

PROJECT NO. 010001-03-001

REVISED DATE:

DATE: NOV 13, 2014

CADD FILE: 12016 FORCE MAIN SKT REV 11-2014

SCALE: 1"=100'

SHEET 3 OF 3