

PREPARED BY:
GOREN, CHEROF, DOODY & EZROL
3099 E. COMMERCIAL BLVD, Suite 200
FORT LAUDERDALE, FL 33308

RETURN TO:
COOPER CITY UTILITIES
CITY OF COOPER CITY
11791 S.W. 49th STREET
COOPER CITY, FL 33330

PROPERTY IDENTIFICATION NO.:504131010523

UTILITY EASEMENT

THE UNDERSIGNED, Nur-UI-Islam of South Florida/Allauddin Baksh ("Grantor"), the owners and holders of the property hereinafter more particularly described do hereby give and grant to the City of Cooper City, 9090 S.W. 50th Place, Cooper City, FL 33328, a Florida municipal corporation (the "City/Grantee" or "City"), and Nur Ul-Islam of South Florida, Inc., the owners of the property located at 5801 SW 106th Avenue, Davie, FL 33328 (the "Grantee") an easement over, under, and through the property described in Exhibit "A" attached hereto (hereafter, the "easement") for the purpose of establishing and operating public water system, including pipes and lines, catch basins, fire hydrants, valves, force mains, lift stations, pumps, and other appurtenant facilities (herein, the "utilities facilities"), as may be necessary, to service customers of the City's utility system, and for maintaining, repairing, replacing, securing, and safeguarding such utilities facilities as the City deems appropriate. The Grantor hereby grants and conveys to the City and Grantee an easement for the construction, installation, and maintenance of the Improvements on the Property, as may be necessary within the City's sole discretion, which right, privilege and easement shall include the right to remove or demolish, with no obligation to repair or replace same, any obstructions placed on the easement, including pavers, or that may extend up to twenty-five (25) feet vertically above the finished grade over the easement, as may be necessary to carry out any right granted herein.

For purposes of this Agreement, the term maintain may include, at the option of the City, the actual installation, maintenance, repair, replacement, or removal, of such parts or portions of said Improvements as are deemed to be necessary by the City, and in order to serve and promote the general safety, health and welfare of the citizenry of the City.

Upon the installation of said utilities facilities, the Grantor herein, its successors and assigns, will retain the right to use the surface of said easement, in all areas excepting: (1) secured or safeguarded areas; (2) the locations of fire hydrants, lift stations, valve pits, and other appurtenant facilities or portions thereof which may be above ground (such secured areas and other excepted above ground facilities being collectively referenced as the "excepted utilities facilities"); and (3), a restricted use radius adjacent and appurtenant to each such excepted utilities facilities. Said surface rights shall include, but not be limited to, use of the easement property for permitted encroachments such as: landscaped areas (no trees), parking (provided same does not restrict access to such utilities facilities for purposes of providing and operating such equipment as may be necessary for temporary power in instances of power outages) open space areas and other uses and improvements in accordance with plans as are approved by the City. Permitted encroachments shall not include the establishment of permanent buildings or other structures. The Grantor shall repair and maintain the surface of said easement.

Grantor agrees to immediately remove at its own expense any such encroachment located within the City's and Grantee's easement once notified by the City or Grantee of such encroachment. Grantor shall hold harmless and indemnify the City from and against all claims, liability and expense arising from the aforesaid encroachments, including the expense of removing, relocating, restoring and replacing same. City shall be held harmless by Grantor and shall not be responsible for the damage, destruction or

replacement of encroachments within the easement. City shall be entitled to make emergency repairs to utilities facilities within the easement(s) without prior notice to Grantor if giving notice would be of detriment to the health, safety and welfare of the citizens of Cooper City. Grantor agrees that any structures placed within the easement shall be limited to minor structures only, such as a sign, fence, or slight encroachments of concrete. Grantor agrees that landscaping within the easement shall be limited to bushes, shrubs and flowers, and that no trees shall be placed within the utility easement(s). Grantor shall not place any encroachments within the easement unless specifically approved in writing by the City. City shall have the right to enter upon said easement for inspection, maintenance, repair, and replacement or reinstallation of the utilities facilities. Nothing in this Agreement is intended to create an ongoing obligation on the party of the City to maintain the utilities facilities.

The Grantor covenants with the City and Grantee that Grantor is the owner of the property described in Exhibit "A" attached hereto, and has full power and authority to convey the rights and easements conveyed herein, and will defend the title to same from and against the claims of all persons whomsoever, subject however, to easements, covenants and restrictions in the land records of Broward County, Florida as of the date hereof, real estate taxes and assessments not yet due and payable, and zoning, building and other applicable laws, codes and regulations. This easement shall be binding against the Grantor, its heirs, executors, administrators, successors and assigns.

This easement shall only terminate upon recording a formal resolution of surrender by the City or the recording of a release of easement which has been executed by the City. No modification or amendment of this easement shall be of any force or effect unless in writing executed by both Grantor and the City and recorded in the Public Records of Broward County, Florida. This easement shall be interpreted in accordance with the laws of the State of Florida, both substantive and remedial. This easement sets forth the entire agreement between Grantor and the City relating to the easement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

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 thereunto duly authorized, on this 17 day of February, 2026

Attest: [Signature]
Secretary

Mahamad A. Guxmahaliad
Witness

MAHAMAD A. GUXMAHALIAD
Printed Name of Witness

Address: 8550 NW 38th
Pembroke Pines FL 33024

Shabana Ahmad
Witness

Shabana Ahmad
Printed Name of Witness

Address: 8870 Taft St,
Pembroke Pines, FL 33024

GRANTOR:

Nat'l Islamic of South FL Inc
Name of Corporation/Company

By: Allauddin Baksh

Allauddin Baksh
Printed Name of Signatory

10600 SW 59th Street

Cooper City FL 33328
Address of Grantor

~~Nat'l Islamic of~~ Nat'l Islamic of South Florida Inc.
(A Florida Non Profit Corporation)

CITY OF COOPER CITY:

Nur Ul-Islam of South Florida, Inc.,(Grantee)

Alauddin Baksh

Print: _____

Print: Allauddin Baksh

(1) NOTARY BLOCK FOR A CORPORATION

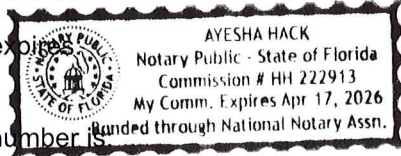
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2/17/26 (date) by Allauddin (name of officer or agent, title of officer or agent), of Nur-ul-Islam (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires _____

My commission number is _____



Ayesha Hack
NOTARY PUBLIC, STATE OF FLORIDA

AYESHA HACK
Printed Name of Notary
(Notary Seal)