

## **GRANT OF NON-EXCLUSIVE INGRESS/EGRESS AND DRAINAGE EASEMENT**

THIS GRANT OF NON-EXCLUSIVE INGRESS/EGRESS AND DRAINAGE EASEMENT (collectively, "Easement") is given by The City of Lauderhill, a Florida municipal corporation ("Grantor").

### **RECITALS**

WHEREAS, Grantor is the owner of certain real property more particularly described upon Exhibit "A" attached hereto and incorporated herein by reference ("Access Easement Area");

WHEREAS, WE Florida Financial (sometimes referred to as "Grantee") is the owner of the real property more particularly described on Exhibit "B" attached hereto and incorporated herein by reference ("Credit Union Property");

WHEREAS, Grantor desires to grant a perpetual, non-exclusive ingress and egress easement over, across and through the Access Easement Area in order to provide for vehicular, truck and pedestrian access to, and ingress and egress to and from the Credit Union Property;

WHEREAS, Grantor desires to grant a perpetual, non-exclusive drainage easement to provide for storm water drainage and retention and flowage to benefit the Credit Union Property; and

WHEREAS, Grantor has the legal right and ability to grant the easements described herein.

NOW THEREFORE, and in consideration of the mutual covenants, benefits and agreements of the parties hereto and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated hereby reference.
2. Grantor hereby grants and conveys to Grantee, its successors and assigns a perpetual, non-exclusive easement for ingress and egress and access over, across and through the Access Easement Area that is legally described in Exhibit "B" for the purpose of providing Grantee with non-exclusive pedestrian, truck and vehicular access over, across and through the Access Easement Area.
3. Grantor also hereby grants and conveys to Grantee a perpetual, non-exclusive easement to discharge storm drainage and/or runoff and flowage from the Credit Union Property into the area that is legally described in Exhibit "A" (to be constructed by Grantor, at Grantor's sole cost and expense) hereinafter, the "Drainage Easement Area".

4. Grantor shall be solely responsible for designing, permitting, constructing and maintaining the Access Easement Area and the Drainage Easement Area, at Grantor's sole cost and expense. The construction on the Access Easement Area and the Drainage Easement Area shall be completed on or before one year from the date of recordation of this easement.

5. Grantor, for itself and its successors and assigns, reserves the right to grant easements for vehicular and pedestrian ingress and egress, electricity, gas, water, sanitary and storm sewer and other utilities within the Access Easement Area and the Drainage Easement Area so long as such does not materially interfere with the easement rights granted herein. Grantor shall not construct any improvements (i.e. buildings, signs, walls, structures or fences) in the Access Easement Area.

6. This Easement shall continue in perpetuity and shall only be terminated upon recordation in the Public Records of Broward County, Florida of a written termination document executed by Grantor, Grantee, their successors or assigns and any entity which has recorded a mortgage which encumbers the Access Easement Area, the Drainage Easement Area and the Credit Union Property.

7. The provisions of this Easement shall be binding upon Grantor, its successors and assigns. The Easement granted herein shall run with the land and shall inure to the benefit of any and all owners and occupants of the Credit Union Property, its agents, employees, contractors, subcontractors, customers, invitees, licensees, lessees, sublessees, assigns, successors and mortgagees.

IN WITNESS WHEREOF, Grantor has executed this Easement on the date set forth below.

Witnesses:

GRANTOR:

THE CITY OF LAUDERHILL

\_\_\_\_\_  
Name of witness printed below:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name of witness printed below:

Post Office Address:

\_\_\_\_\_  
\_\_\_\_\_

Date signed: \_\_\_\_\_, 2017

Exhibit "A"

Drainage Easement Area

Exhibit "B"

Ingress-Egress Easement Area