

This instrument was prepared by:

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TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this ____ day of _____, 2017, by and between City of Lauderhill, a municipal corporation, (hereinafter referred to as "GRANTOR") and WE Florida Financial, whose address is 6079 W. Oakland Park Blvd., Lauderhill, Florida 33313, including, its officers, employees, agents and any contractors, subcontractors or representatives acting on behalf of WE Florida Financial (hereinafter collectively referred to as "GRANTEE"):

WHEREAS, the GRANTEE, through its Contractor, Subcontractor or Representatives proposes to construct Improvements, including but not necessarily limited to: _____ as more particularly described in the sketch attached hereto as Exhibit "A", all which may be subject to slight modifications if required due to conditions that prevent the construction of installation as specifically described herein; and

WHEREAS, the construction of said improvements requires access upon, onto, under or through the GRANTOR's property; and

WHEREAS, the contractors, subcontractors, or agents conducting the improvements shall be required in their contracts to maintain a safe work area and shall be responsible for the removal of any debris or materials on the site generated in connection with their construction. The contractors, subcontractors or agents shall bear their own liability for their own acts of negligence or inaction.

WHEREAS, in order that the abutting lands of the undersigned GRANTOR may conform, tie in and harmonize with the neighboring lands and the construction throughout the City of Lauderhill, it will be necessary to enter upon, onto, under or through the GRANTOR's property and to construct and build said improvements;

NOW, THEREFORE, WITNESSETH: that for an in consideration of the benefits accruing or to accrue by the reason of the construction of said improvements and by reason of said improvements on said GRANTOR's abutting lands, the undersigned hereby grant(s) unto the said GRANTEE an easement to enter upon, onto, under or through, and to slope, grade, fill or cut, in order to construct or install said improvements, as may be prescribed by the construction plans of the said improvements, on the following described parcel lying and being in Broward County, Florida:

THIS EASEMENT is granted upon the condition that the construction or installation of said improvements on the above-referenced land shall not exceed beyond the limits outlined

above and that all construction or installation shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that any existing structure(s) will not be damaged. Prior to the commencement of any construction, GRANTEE shall provide GRANTOR with a certificate of insurance and name the GRANTOR additional insured in the amount of one million dollars (\$1,000,000.00). The GRANTEE shall also provide proof to GRANTOR that the contractor is licensed and insured.

The GRANTOR hereby grants such Temporary Construction Easement to GRANTEE.

THIS TEMPORARY CONSTRUCTION EASEMENT shall expire automatically upon the completion of the construction of said improvements, but in no event shall continue beyond 12 months after execution unless a written extension is obtained.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal on the day first above written.

Witness (Signature)

Witness (Print Name)

Witness (Signature)

Witness (Print Name)

Grantor Signature

Grantor Print Name

Grantee Signature

Grantee Print Name