

THIS INSTRUMENT PREPARED BY:
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8850 W. Oakland Park Blvd., Ste. 101
Sunrise, Florida 33351

AFTER RECORDING, RETURN TO :
W. Earl Hall, Esq.
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8850 W. Oakland Park Blvd., Ste. 101
Sunrise, Florida 33351

GRANT OF NON-EXCLUSIVE EASEMENT FOR
UTILITY INSTALLATION AND MAINTENANCE

THIS GRANT OF NON-EXCLUSIVE EASEMENT FOR UTILITY INSTALLATION AND MAINTENANCE ("Easement") is given by CITY OF LAUDERHILL ("Grantor"), whose address is 5581 W. Oakland Park Boulevard, Lauderhill, FL 33311, to WE Florida Financial ("Grantee") whose address is 6079 West Oakland Park Boulevard, Lauderhill, Florida 33313.

RECITALS

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

WHEREAS, Grantor desires to grant a perpetual, non-exclusive easement over, across and through the Easement Area in order to provide for the Grantee to have access to, and ingress and egress over the described premises, to install utilities and to maintain, repair, modify, improve, upgrade the designated premises as may become necessary from time to time; 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 herein by reference.

2. Grantor hereby grants and conveys to Grantee, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement for ingress and egress and access over, across and through the Easement Area, attached hereto as Exhibit B, for the purpose of providing Grantee with non-exclusive access to the described premises to install utilities and to maintain, repair, modify, improve, upgrade the designated premises as may become necessary from time to time.

3. Grantee shall be solely responsible for designing, constructing and maintaining the described premises, and to repair, install, modify, improve and/or upgrade the designated premises as may become necessary from time to time. The plans for any construction, improvement, modification or installation shall be submitted to Grantor for its approval, prior to any such construction, improvement, modification or installation.

4. 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 Easement Area.

5. Grantee shall indemnify, defend and save harmless Grantor from all losses, costs, damages, expenses and liabilities, including, without limitation, reasonable attorneys fees, which Grantor may incur arising out of or related to: (a) claims of injury to or death of persons, or damage to property, occurring or resulting directly or indirectly from use or occupancy of the Easement Area; or (b) any breach or default hereunder on Grantee's part; (c) any work done in or to the Easement Area; or (d) any act, omission or negligence on the part of Grantee and/or its agents, contractors, employees, invitees or visitors, or any person claiming through or under Grantee.

6. 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 property, its agents, employees, contractors, subcontractors, customers, invitees, licensees, lessees, sublessees, assigns, successors and mortgagees.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement on the dates set forth below.

Witnesses:

Witness Signature

Print Name

Witness Signature

Print Name

GRANTOR:

Date Signed:_____

Witnesses:

Witness Signature

Print Name

Witness Signature

Print Name

GRANTEE:

We Florida Financial

By: Nancy Bourdon, COO

Date Signed:_____