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60- 61145

**EASEMENT AGREEMENT**

REC-1955 PAGE 48

RETURN TO:  
DAVID & HULMES  
8020 WASHINGTON STREET  
WEST HOLLYWOOD, FLORIDA

THIS AGREEMENT, made and entered into this 17th day of

May, 1960, by and between FLAIR LAND COMPANY, INC., a Florida

corporation, and HERITAGE OF LAUDERHILL, INC., a Florida corporation,

as parties of the first part, hereinafter referred to as the "Owners", and

LAUDERHILL UTILITY COMPANY, INC., a Florida corporation, P. O. Box

8429, Fort Lauderdale, Florida, as party of the second part, hereinafter referred

to as the "Utility",

WHEREAS, the Owners are possessed of the following described property in Broward County, Florida to-wit,

FLAIR SUBDIVISION NO.3, according to the Plat thereof recorded in Plat Book 51, Page 39, of the Public Records of Broward County, Florida, and

WHEREAS, the Utility, pursuant to an agreement with the Owners intends to provide the property of the Owners with sewer service and water service, and

WHEREAS, the Owners have agreed to give the Utility the easements and privileges herein set forth to construct the necessary collection and distribution lines, mains and other needed facilities,

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of TEN AND NO /100ths DOLLARS (\$10.00) in hand paid to the Owners by the Utility at and upon the execution of these presents, receipt whereof is hereby acknowledged by the Owner, it is agreed as follows:

1. The Owners hereby grant and give to the Utility, its successors and assigns, the exclusive right and privilege to construct, maintain and operate in, under, upon, over and across the property described in Schedule "A" hereto attached and made a part hereof, for water and sewer service or services, the construction, operation and maintenance of water supply and sewer supply facilities (including transmission mains, distribution mains, supply pipes, collection pipes or facilities, valves, connections and all other physical facilities and property installations that are required for the construction, extension, operation and maintenance of a water supply and sewer supply facility, and system) and for the purpose of supplying water service and sewer service and all service or services incidental or necessary.....

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STATE OF FLORIDA  
DOCUMENTARY SALES TAX  
JUN 15 1960

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with respect thereto, including necessary rights of ingress and egress through the property of the Owners, and also to property, properties, persons, firms or corporations within or beyond the limits of the property of the Owners for such period of time as the Utility or its successors or assigns require such rights, privileges or easements in the operation and maintenance of said water and sewer systems or system.

2. Nothing in this agreement and the easement herein granted shall be construed to prevent the Owners or their successors in interest from granting exclusive or non-exclusive rights, privileges and easements to other persons, firms and corporations, for furnishing utility services other than water service and / or sewer services.

3. This grant and easement to the Utility for exclusive rights to supply water and sewer services to the property of the Owners shall be a reservation and condition running with the land and shall be binding upon the successors and assigns of the Owners, and all purchasers of the property of the Owners. The Owners covenant and agree that all instruments of conveyance executed by them with respect to any parcel or parcels of their property shall contain a legend that such conveyance is subject to the rights and privileges granted by their easement agreement to the Utility, its successors and assigns.

4. The Owners, for themselves, their successors and assigns, covenant and agree that the Utility, its successors and assigns, shall have the sole and exclusive right and privilege to provide, supply and furnish water supply service and sewer service to the property of the Owners and to all buildings and residences constructed thereon and to all occupants thereof.

5. The Owners, for themselves, their successors and assigns, covenant and agree that any and all subsequent or future owners or purchasers of the above described property of the Owners, or any part or parcel thereof, shall receive from and pay to the Utility and its successors and assigns for all water service (except for water for irrigation purposes,) and sewer service required for and in connection with said property and

all buildings, residences and other improvements located or constructed thereon, and for so long as the Utility and its successors furnish such services, or either of them, to said property or any part or parcel thereof. It is the purpose and intent of this provision that any future or subsequent owners or purchasers of the above described property or any part of parcel thereof agree by the acceptance of any deed of conveyance with respect thereto that such owners shall not construct, dig, build or otherwise make available a water well or wells upon the above described property or utilize water from any well or other source of water located elsewhere or made available from other property or sources, provided, however, that there is excluded from this restriction and covenant any such well or water used solely or exclusively for the purpose of irrigation on the property covered by such deed of conveyance. The restriction described in this paragraph against use of water supply from sources other than the facilities of the Utility or against use of individual septic tanks shall be only enforceable while the quality of services rendered by the Utility and its rate schedule are within standards established by the State Board of Health and the Florida Railroad and Public Utilities Commission, or any other governmental agency having jurisdiction over the operations of the Utility as a water and sewer service company.

6. The foregoing provisions contained in Paragraphs 4 and 5 of this agreement are hereby declared to be reservations, conditions, limitations, and restrictions running with the above described land and each and every part and parcel thereof, and shall be binding upon all subsequent owners and purchasers thereof and all grantees named in deeds of conveyance covering any part or parcel of said land.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

IN THE PRESENCE OF:

Gail Marshall

Cashier Wright

(As to Owners)

FLAIR LAND COMPANY, INC.

By Harold Ober

2nd Vice President

Attest: J. H. [Signature]  
 Assistant Secretary



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STATE OF FLORIDA )  
: SS  
COUNTY OF BROWARD )

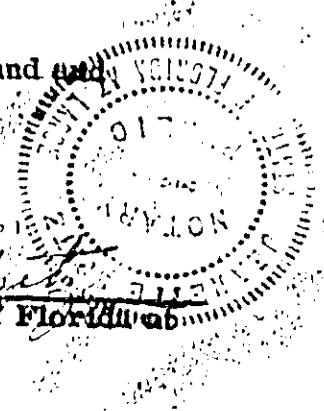
I, the undersigned Notary Public, do hereby certify that this day personally appeared before me William Shanbrun and Jacobs L. Friedman, personally known to me and known to me to be the President and Secretary respectively of HERITAGE OF LAUDERHILL, INC., a Florida corporation, and who as such officers executed the foregoing agreement and attached the corporate seal of said corporation in the name of and for and on behalf of said corporation, freely and voluntarily, for the uses and purposes therein expressed, and with full authority so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17 day of May A.D., 1960.

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Feb. 22, 1963  
Bonded by American Surety Co. of N.Y.

*Janette [Signature]*  
Notary Public, State of Florida at Large.



STATE OF FLORIDA )  
: SS  
COUNTY OF BROWARD )

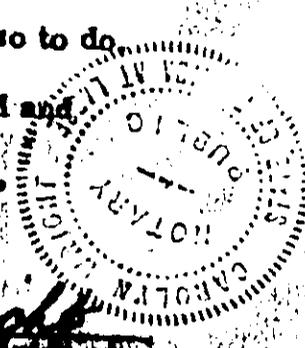
I, the undersigned Notary Public, do hereby certify that this day personally appeared before me HAROLD WOLK and JOHN F. DREILING, personally known to me and known to me to be the 2nd Vice President and Asst. Secretary respectively of LAUDERHILL UTILITY COMPANY, INC., a Florida corporation, and who as such officers executed the foregoing agreement and attached the corporate seal of said corporation in the name of and for and on behalf of said corporation, freely and voluntarily, for the uses and purposes therein expressed, and with full authority so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of May A.D., 1960.

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Feb. 22, 1963  
Bonded by American Surety Co. of N.Y.

*Leas [Signature]*  
Notary Public, State of Florida at Large.



IN THE PRESENCE OF:

Judith A King  
Catherine Hundley

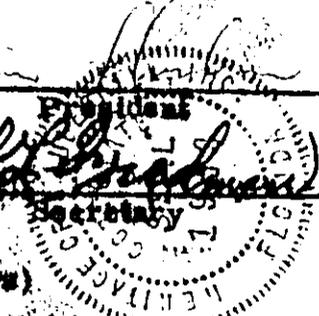
(As to Owners)

HERITAGE OF LAUDERHILL, INC.

By William [Signature]

Attest: Jacobs [Signature]

(Owners)



IN THE PRESENCE OF:

Gail Marchac  
Carolyn Wright

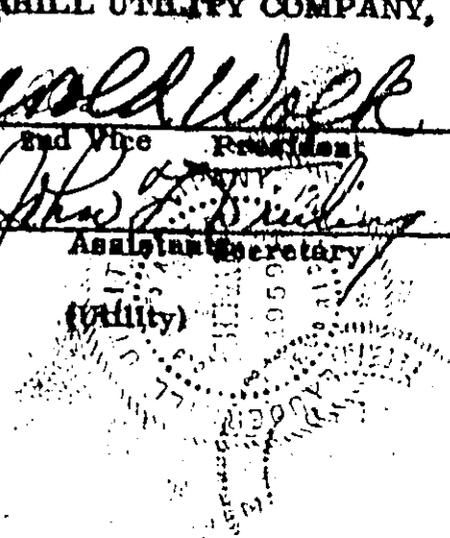
(As to Utility)

LAUDERHILL UTILITY COMPANY, INC.

By Harold Wolk

Attest: John F. Dreiling

(Utility)



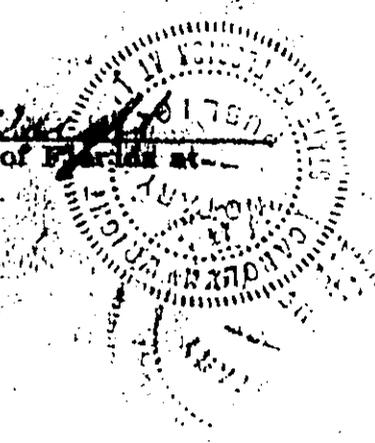
STATE OF FLORIDA )  
                          ) SS  
COUNTY OF BROWARD )

I, the undersigned Notary Public, do hereby certify that this day personally appeared before me HAROLD WOLK and JOHN F. DREILING and personally known to me and known to me to be 2nd Vice Pres. and Asst. Sec'y respectively, of FLAIR LAND COMPANY, INC., a Florida corporation, and who as such officers executed the foregoing agreement and attached the corporate seal of said corporation, freely and voluntarily, for the uses and purposes therein expressed, and with full authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of May A.D., 1960.

My Commission expires:

Carolyn Wright  
Notary Public, State of Florida at  
Large.



SCHEDULE "A"

Page 1.

All of the following are in FLAIR SUBDIVISION NO. 3, according to the plat thereof recorded in Plat Book 51 at Page 39 of the Public Records of Broward County, Florida.

The South 2 feet of Lot 1, and the North 2 feet of Lot 2, Block 19.

The South 2 feet of Lot 9, and the North 2 feet of Lot 10, Block 19.

The South 2 feet of Lot 23, and the North 2 feet of Lot 22, Block 20.

The South 2 feet of Lot 14, and the North 2 feet of Lot 13, Block 20.

The South 2 feet of Lot 11, and the North 2 feet of Lot 12, Block 20.

The South 2 feet of Lots 11 and 14, and the North 2 feet of Lots 12 and 13, Block 21.

The South 2 feet of Lots 11 and 14, and the North 2 feet of Lots 12 and 13, Block 22.

The Southerly 2 feet of Lots 1 and 15, and the Northerly 2 feet of Lots 2 and 14, Block 23.

The Southerly 2 feet of Lots 1 and 27, and the Northerly 2 feet of Lots 2 and 26, Block 24.

The Southwesterly 2 feet of Lot 19, and the North-easterly 2 feet of Lot 18, Block 24.

The Southwesterly 2 feet of Lot 10, and the North-easterly 2 feet of Lot 11, Block 24.

The West 2 feet of Lot 26, and the East 2 feet of Lot 27, Block 25.

The West 2 feet of Lot 22, and the East 2 feet of Lot 23, Block 25.

The West 2 feet of Lot 18, and the East 2 feet of Lot 19, Block 25.

The Southwesterly 2 feet of Lot 10, and the North-easterly 2 feet of Lot 11, Block 25.

The Southwesterly 2 feet of Lot 2, and the North-easterly 2 feet of Lot 3, Block 25.

The Southwesterly 2 feet of Lot 26, and the North-easterly 2 feet of Lot 27, Block 26.

The Southerly 2 feet of Lot 1, and the Northerly 2 feet of Lot 2, Block 26.

The Southwesterly 2 feet of Lot 10, and the North-easterly 2 feet of Lot 11, Block 26.

The Southerly 2 feet of Lot 1, and the Northerly 2 feet of Lot 2, Block 27.

Page 2.

SCHEDULE "A" (continued)

All of the following are in FLAIR SUBDIVISION NO. 3, according to the plat thereof recorded in Plat Book 51 at Page 39 of the Public Records of Broward County, Florida.

The Southeasterly 2 feet of Lot 8, and the Northwesterly 2 feet of Lot 9, Block 27.

The Southwesterly 2 feet of Lot 20, and the Northerly 2 feet of Lot 19, Block 27.

The Southerly 2 feet of Lot 28, and the Northerly 2 feet of Lot 27, Block 27.

All of the Streets, Drives, Ways, Lanes, Avenues, Courts, Alleys, Places, and the easement strips, as shown on the plat of Flair Subdivision No. 3, according to the plat thereof recorded in Plat Book 51 at Page 39, Public Records of Broward County, are reserved for installation and maintenance of Public Utilities.

Prepared by:

TOLBERT-MACFARLANE & ASSOCIATES  
3397 West Broward Boulevard  
Fort Lauderdale, Florida

RECORDED IN OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
**FRANK H. MARKS**  
CLERK OF CIRCUIT COURT