

THIS INSTRUMENT PREPARED BY:

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AFTER RECORDING, RETURN TO :

W. Earl Hall, Esq.
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CITY OF LAUDERHILL

**QUIT CLAIM DEED
AND
RESERVATION OF EASEMENTS AGREEMENT**

THE CITY OF LAUDERHILL, FLORIDA, ("CITY"/"GRANTOR") having an address at 5581 W. Oakland Park Blvd., Lauderhill, Florida 33313, owns certain Property which consists of a Portion of N.W. 46th Avenue and which the CITY agrees to vacate, dedicate and grant unto to RAYMOND ROY MCKENZIE, having an address at 4551 N.W. 27th Street, Lauderhill, Florida 33313 ("GRANTEE"), subject to the reservation of certain Easements and rights in accordance with Ordinance No. 190-08-123 which passed on September 12, 2019, with said Quit Claim Deed and Reservation of Easements Agreement having been executed in full by both parties on this 16 day of February, 2021.

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:

WITNESSETH, That the said first party GRANTOR with full power and authority to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property, does hereby remise, release and quit claim unto said second party GRANTEE, forever, all right, title, interest, claim and demand which the first party GRANTOR has in and to the following described parcel of land, and improvements and appurtenances thereto, situate, lying and being in the County of Broward, State of Florida, to wit:

A PORTION OF N.W. 46TH AVENUE, BEING IN, FORWARD SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 52, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION CONTAINED IN THE SURVEY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN. (the "Subject Property")

Subject to all of the restrictions, reservations, easements and limitations of record. Including, but not limited to, the following specific reservations of Easements included herein.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit and behoof of the said GRANTEE forever.

THIS QUIT-CLAIM DEED was prepared without the benefit of title examination, based solely on information supplied by the Parties and as a result no title related liability is assumed.

The CITY, FURTHER, hereby RESERVES unto itself those perpetual permanent and non-exclusive easements designated herein in favor of the Subject property, as depicted in the attached Survey, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein, ("Easement Area"). More particularly, CITY hereby reserves unto itself the following Utility Easement, Access Easement, and Maintenance Easements in, over, under, through, across, above, on, and upon the subject Property, exclusive of those areas inside of the perimeter of any existing or future building or structure to be located on the subject Property, for the purposes described herein as depicted in the attached Exhibit "A".

The CITY hereby reserves the Easement Area and shall retain the right of free pedestrian and vehicular ingress, egress, access and passage, including without limitation by large heavy construction vehicles and equipment, by or on behalf of CITY, that may be necessary for any and all maintenance, repairs, improvements, construction, development, inspection, work, or access to including, but not limited to, the following: canals, utilities, stormwater, pipes, water, sewer, wastewater, electrical, gas, telephone, internet, cable, lines, fixtures, equipment, or any other service or infrastructure, emergency personnel access, or otherwise necessary in, over, under, through, across, above, on, and upon in any manner the Easement Area upon the subject Property.

The CITY agrees to own, maintain and repair CITY's infrastructure at the CITY'S sole cost and expense. The CITY shall not be responsible for any damage to improvements now or hereafter existing on the subject Property, including, but not limited to sidewalks, pavement, shrubbery landscaping, signage or irrigation equipment and machinery, which may result from the CITY'S access to or repair or maintenance of the infrastructure and if it is necessary to excavate within the area of such infrastructure in order to repair or maintain same. The City's only obligation after repairing or maintaining the infrastructure shall be to adequately fill and compact any such excavation and return the ground to pre-development natural grade.

These Easements 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 with the same formalities as this document.

The provisions of these Easement shall be binding upon the parties hereto and their respective successors and assigns as a covenant running with and binding upon the property.

THE CITY shall record this document in the Public Records of Broward County, Florida.

[TEXT AND SIGNATURES FOLLOW]

IN WITNESS WHEREOF, THE parties have hereunto set their hands and seal on the day and year first above written.

Signed, Sealed and delivered

in the presence of Two Witnesses:

THE CITY OF LAUDERHILL ("Grantor")

Print Name:

Signature:

Signature:

Print Name:

Print Name: DESORAE GILES-SMITH

Signature:

City Manager

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by DESORAE GILES-SMITH as City Manager, for the City of Lauderhill, who appeared via physical presence.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

Signed, Sealed and delivered

in the presence of Two Witnesses:

RAYMOND ROY MCKENZIE ("Grantee")

Print Name:

Signature:

Signature:

Print Name:

Print Name: Raymond Roy McKenzie

Signature:

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16 day of February, 2021,
By RAYMOND ROY MCKENZIE, as property owner who is duly authorized to grant said rights, who appeared
via physical presence.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: January 15, 2023

Personally Known _____ or Produced Identification ✓

Type of Identification Produced H 252-736-69-334-0

