

**GRANT OF NON-EXCLUSIVE INGRESS/EGRESS FOR
WALL INSTALLATION AND MAINTENANCE**

THIS GRANT OF NON-EXCLUSIVE INGRESS/EGRESS ("Easement") is given by Patricia Dixon ("Grantor"), whose address is 5600 NW 11th Street, Lauderhill, FL 33313, to the City of Lauderhill ("Grantee").

RECITALS

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

WHEREAS, Grantor desires to grant a perpetual, non-exclusive ingress and egress 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 maintain, repair, install, modify, improve, upgrade, operate or utilize the gate, fence and/or wall within 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 hereby 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 for the purpose of providing Grantee with non-exclusive access to the described premises to maintain, repair, install, modify, improve, upgrade, operate or utilize the gate, fence and/or wall within 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 repair, install, modify, improve, upgrade, operate or utilize the gate, fence and/or wall within the designated premises as may become necessary from time to time.
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. 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 has executed this Easement on the date set forth below.

Witnesses:

Jahmeil Rogers
Name of witness printed below

Jahmeil Rogers

Latina Cooper
Name of witness printed below

Latina Cooper

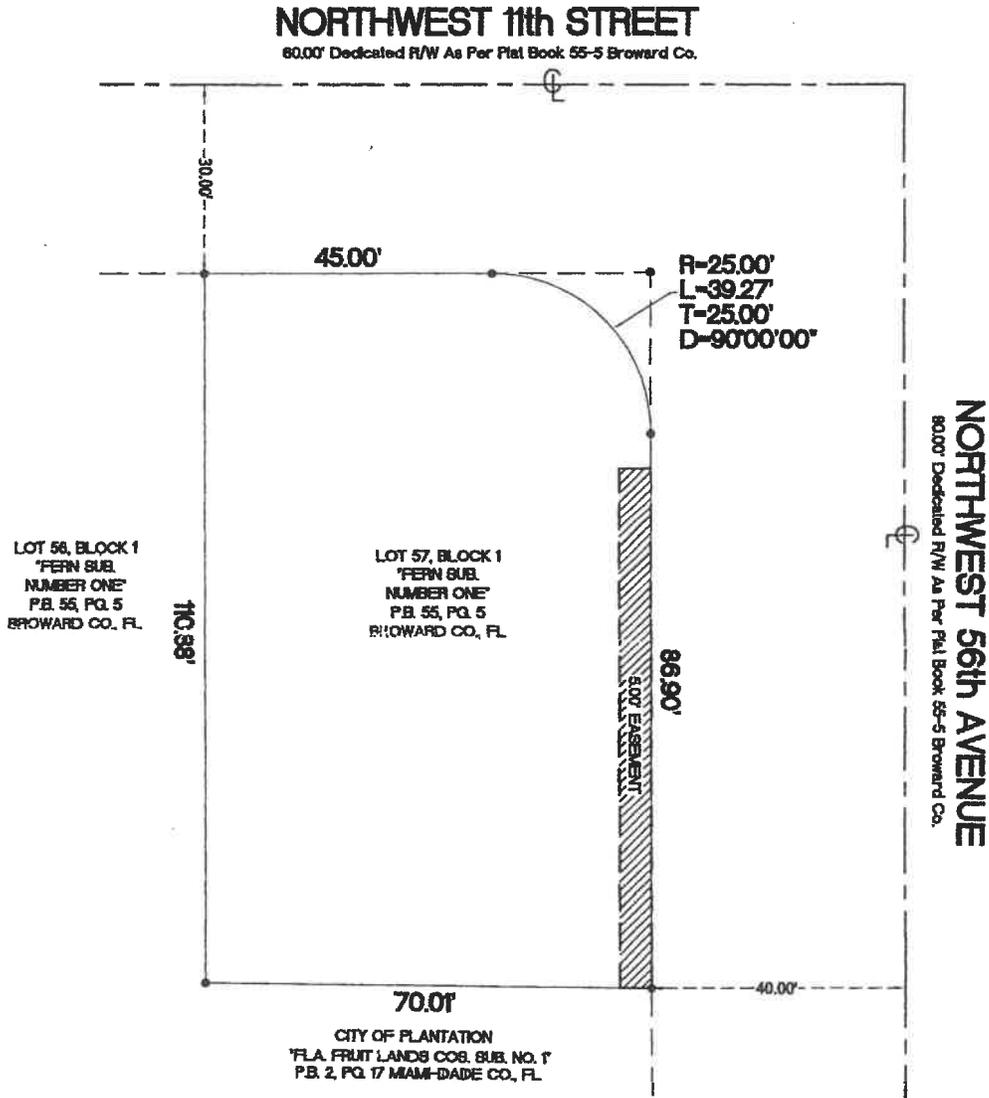
GRANTOR:

Patricia Dixon
Patricia Dixon

PATRICIA DIXON

Date signed: 8/9/2021

5' EASEMENT SKETCH & LEGAL DESCRIPTION



5' EASEMENT LEGAL DESCRIPTION:

THE EAST 5.00 FEET OF LOT 1, LESS THE NORTH 30.38 FEET, OF: "FERN SUBDIVISION NUMBER ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA. Containing 407.00 sq.ft. 0.01 acres; all lying and being in Section 35-49S-41E in Broward County, Florida.

LIMITED ACCESS AGREEMENT TO INSTALL CONCRETE WALL

THIS INDENTURE, made this 9th day of August, 2021, by and between Patricia Dixon, an individual(s) and resident(s) of the City of Lauderhill, whose address is 5600 NW 11th Street, Lauderhill, FL 33313 (hereinafter referred to as "GRANTOR") and the City of Lauderhill, 5581 W. Oakland Park Boulevard, Lauderhill, Florida 33313, a municipality (hereinafter referred to as "GRANTEE"):

WHEREAS, the GRANTEE, through its Contractor, Subcontractor or Department of Administration, Engineering Division, proposes to construct, build or install an eight foot (8') concrete wall along the existing public easement area designated in the attached maps which are incorporated herein and made a part hereof (Composite Exhibit "A"), which shall be subject to slight modifications if required due to conditions that prevent the construction or installation as specifically described herein; and

WHEREAS, the construction, building or installation of said wall will require access upon, onto, under or through the GRANTOR's property; and

WHEREAS, GRANTEE may need to remove a currently existing fence, wall or barricade, trees, plants, or landscape material and GRANTOR hereby authorizes the entrance onto his/her property and the removal of said existing fence, wall or barricade, trees, plants or landscape material as necessary and the installation of the concrete wall; and

WHEREAS, the GRANTOR shall be responsible for securing any pet(s) or animal(s) within the house or structure during such times as the construction is occurring to prevent any damage or injury either to the pet(s), the animal(s) or to the workers and GRANTOR shall be responsible for securing any personal items located outside the house or structure during such times as the construction is occurring;

NOW, THEREFORE, WITNESSETH: that for an in consideration of the benefits accruing or to accrue by the reason of the construction of said improvement consisting of an eight foot (8') concrete wall, the undersigned hereby grant(s) unto the said GRANTEE temporary ingress and egress and access to enter upon, onto, under or through, and to slope, grade, fill or cut, in order to construct, build, or install said concrete wall, as may be prescribed by the construction plans of the said improvements, in the designated public easement lying and and the approval to remove any currently existing fence, wall or barricade, trees, plants or landscape material as is required to install the wall.

THIS limited access easement is granted upon the condition that the construction, building, or installation of said concrete wall and removal of existing fence, wall or barricade, trees, plants or landscape materials shall not exceed beyond the limits outlined above and that all construction, building, or installation shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that the existing property will not be damaged. GRANTOR hereby grants such access rights on his/her behalf and on behalf of any future successors or assigns as this benefit inures to them.

THESE access rights shall automatically expire upon the completion of the construction of said concrete wall, with the limited right of access still to be permitted for continued

