

THIS INSTRUMENT PREPARED BY:

Earl Hall, Esq.
Hall & Rosenberg, P.L.
8850 W. Oakland Park Blvd., Ste. 101
Sunrise, Florida 33351

AFTER RECORDING, RETURN TO :

Earl Hall, Esq.
Hall & Rosenberg, P.L.
8850 W. Oakland Park Blvd., Ste. 101
Sunrise, Florida 33351

6.02 CITY OF LAUDERHILL

UTILITIES EASEMENT DEDICATION

THIS INDENTURE made this 1 day of December, 2018, between
WE Florida Financial having an address at 1982 North State Road 7,
Margate, Florida 33063 ("GRANTOR"), expressly grants an easement

for the purposes described herein to THE CITY OF LAUDERHILL, FLORIDA, having an address at 5581 W. Oakland Park Blvd., Lauderhill, Florida 33313, ("GRANTEE"), subject to the following provisions and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid by GRANTEE to GRANTOR, receipt of which is hereby acknowledged by both parties.

GRANTOR is the fee simple owner of that parcel of real property, a legal description of which is attached hereto as Exhibit "A" and incorporated by reference herein, ("Property").

GRANTOR hereby grants, bargains and sells to GRANTEE, its successors and assigns, a perpetual easement in, under, over, through, across and upon all of the Property exclusive of those areas inside of the perimeter of any existing or future building or structure to be located on the Property for the purposes described herein ("Easement Area").

GRANTOR hereby grants unto GRANTEE, its successors and assigns, full and free right and authority to construct, maintain, repair, install, and rebuild water and sanitary sewage facilities in, over, under, through, upon or across the Easement Area.

The City agrees to own, maintain and repair the Lines 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 Project, 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 Lines and if it is necessary to excavate within the area of such Lines in order to repair or maintain same. The City's only obligation after repairing or maintaining the Lines

shall be to adequately fill and compact any such excavation and return the ground to pre-development natural grade. Developer hereby waives any rights it may now or hereafter have to require the City to repair, replace, restore or improve the affected area beyond that described in this paragraph. Furthermore, Developer agrees not to install any permanent improvements, except asphalt, concrete curbing, irrigation lines or sidewalks within a 5' strip on either side of the City Lines.

GRANTOR may for its own purposes utilize the Easement Area and shall retain the right of free ingress and egress on and over the Easement Area; provided, that in no event shall any of the rights herein reserved to GRANTOR impede the easement herein granted or the exercise of the rights of use herein granted to GRANTEE.

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

This easement shall not be released or amended without consent of the GRANTEE as evidenced by a document signed with the same formalities as this document.

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

[TEXT AND SIGNATURES FOLLOW]

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

Signed, Sealed and delivered

in the presence of:

Nancy Brandon Meyer

Nancy Brandon Meyer
Print Name

Stephen O. Spooner

Stephen O. Spooner
Print Name

GRANTOR

W. Joseph Zwick

Lloyd E. Gill
Print Name

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

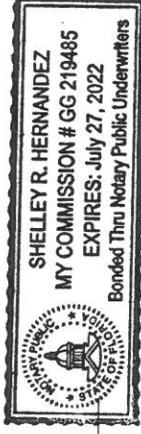
The foregoing instrument was acknowledged before me this 17 day of December, 2018.

Utility Easement Dedication

by Lloyd E. Gill as CEO

for We Florida Financial

Shelley R. Hernandez
NOTARY PUBLIC, STATE OF
FLORIDA

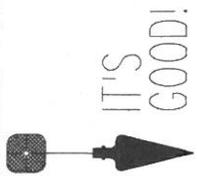


My Commission Expires: _____

Personally Known or Produced Identification _____

Type of Identification Produced _____

Vic-Scott Land Surveying & Mapping



6043 Kimberly Boulevard, Suite L
 North Lauderdale, Florida 33068
 (954) 722-8500

scottguzzi@aol.com

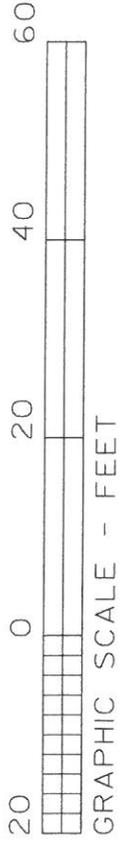
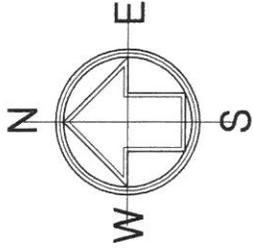
Certificate of Authorization Number LB 6893

SKETCH AND LEGAL DESCRIPTION (10' WIDE UTILITY EASEMENT)

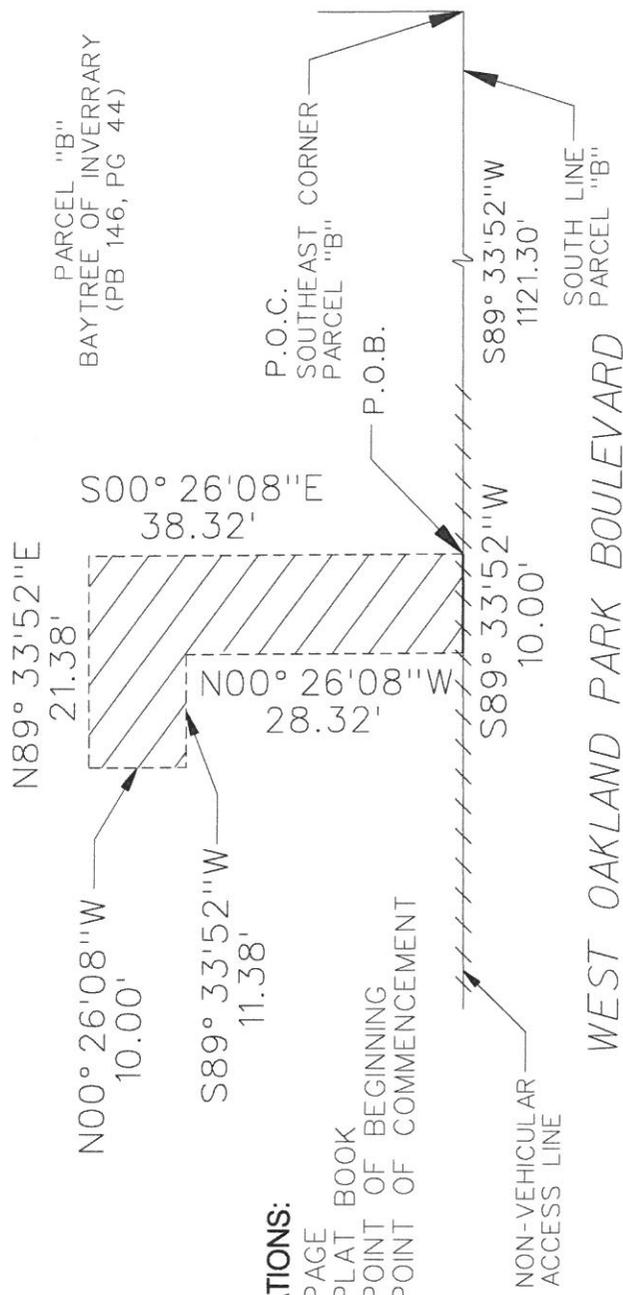
LEGAL DESCRIPTION:

A PORTION OF PARCEL "B", BAYTREE OF INVERRARY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 146, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL "B"; THENCE S89° 33'52"W, ALONG THE SOUTH LINE OF SAID PARCEL "B" A DISTANCE OF 1121.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89° 33'52"W, ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET; THENCE N00° 26'08"W A DISTANCE OF 28.32 FEET; THENCE S89° 33'52"W A DISTANCE OF 11.38 FEET; THENCE N00° 26'08"W A DISTANCE OF 10.00 FEET; THENCE N89° 33'52"E A DISTANCE OF 21.38 FEET; THENCE S00° 26'08"E A DISTANCE OF 38.32 FEET TO THE POINT OF BEGINNING.



PARCEL "B"
 BAYTREE OF INVERRARY
 (PB 146, PG 44)



ABBREVIATIONS:

- PG = PAGE
- PB = PLAT BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT