

**PROPOSED**

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD  
2 COUNTY, FLORIDA, ACCEPTING AN EASEMENT RELATED TO THE PROVISION OF  
3 WATER AND WASTEWATER SERVICES, OVER, ACROSS, UNDER, AND THROUGH  
4 REAL PROPERTY LOCATED IN THE CITY OF POMPANO BEACH FLORIDA; AND  
5 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

6  
7 WHEREAS, U-HAUL CO. OF FLORIDA, a Florida corporation ("Grantor"), is the  
8 owner of certain property located in the City of Pompano Beach, Florida ("Property"),  
9 which Property is more particularly described in the legal description and sketch made  
10 subject to the Easement agreement in Attachment 1;

11 WHEREAS, Broward County, Florida ("County"), requested from Grantor a  
12 nonexclusive and perpetual easement over, across, under, and through the Property for  
13 water mains, wastewater force mains, reclaimed water mains, and/or any other water and  
14 wastewater installations that may be required for purposes of providing water supply  
15 service for domestic, commercial, industrial, or other uses and for the collection of  
16 domestic, commercial, industrial, or other kinds of wastewater to and from the Property  
17 and other parcels of real property that may or may not abut and be contiguous to the  
18 Property ("Easement");

19 WHEREAS, Grantor is willing to grant such Easement to the County as provided  
20 in the Easement agreement in Attachment 1; and

21 WHEREAS, the Board of County Commissioners of Broward County, Florida  
22 ("Board"), has determined that acceptance of the Easement serves a public purpose and  
23 is in the best interest of the County, NOW, THEREFORE,

24 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
25 BROWARD COUNTY, FLORIDA:

26 Section 1. The recitals set forth in the preamble to this Resolution are true,  
27 accurate, and incorporated by reference herein as though set forth in full hereunder.

28 Section 2. The Board hereby accepts the Easement as provided in the  
29 Easement agreement attached to this Resolution as Attachment 1.

30 Section 3. The Easement agreement in Attachment 1 shall be properly  
31 recorded in the Official Records of Broward County, Florida.

32 Section 4. Severability.

33 If any portion of this Resolution is determined by any court to be invalid, the invalid  
34 portion will be stricken, and such striking will not affect the validity of the remainder of this  
35 Resolution. If any court determines that this Resolution, in whole or in part, cannot be  
36 legally applied to any individual, group, entity, property, or circumstance, such  
37 determination will not affect the applicability of this Resolution to any other individual,  
38 group, entity, property, or circumstance.

39 | Section 5. Effective Date.

40 | This Resolution is effective upon adoption.

ADOPTED this            day of            , 2024.            **PROPOSED**

Approved as to form and legal sufficiency:  
Andrew J. Meyers, County Attorney

By: /s/ Christina A. Price 01/29/2024  
Christina A. Price (date)  
Assistant County Attorney

By: /s/ Annika E. Ashton 01/29/2024  
Annika E. Ashton (date)  
Deputy County Attorney

Attachment 1

Return to:  
Broward County Water and  
Wastewater Services Engineering Division  
2555 West Copans Road  
Pompano Beach, Florida 33069

Prepared by:  
LUIS M GASLONDE  
Broward County Water and Wastewater Services  
2555 West Copans Road  
Pompano Beach, Florida 33069  
and approved as to form by:  
Christina A. Price  
Assistant County Attorney

Folio Number: 4842420010

**EASEMENT AGREEMENT**

This Easement Agreement ("Easement Agreement") is made this 27 day of NOVEMBER, 2023 ("Effective Date"), by U-HAUL CO. OF FLORIDA, a FLORIDA PROFIT CORPORATION ("Grantor") whose address is 2311 ANGEL OLIVA SENIOR STREET, TAMPA, FL 33605, in favor of Broward County, a political subdivision of the State of Florida ("Grantee"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

(Wherever used herein the terms, "Grantor" and "Grantee" shall include heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires).

**RECITALS**

- A. Grantor is the fee simple owner of the following property located in Broward County, Florida (the "Property"):

**See Exhibit A with accompanying sketch of description attached hereto and made a part hereof**

- B. Grantee desires a nonexclusive and perpetual easement over, across, under, and through the Easement Area, as defined in Section 2, for water mains, wastewater force mains, reclaimed water mains, and/or for any other water and wastewater installations which may be required for the purpose of providing water supply service for domestic, commercial, industrial, or other use and for the collection of domestic, commercial, industrial, or other kinds of wastewater to and from properties, inclusive of the Property, which may or may not abut and being contiguous to the easement ("Easement").

- C. Grantor is willing to grant the Easement to Grantee under the terms herein.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of one dollar (\$1.00), and other good and valuable

consideration, the sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. The recitals set forth above are true and accurate, and fully incorporated by reference herein.
2. Grantor hereby grants unto Grantee, its licensees, agents, and independent contractors, the Easement together with any incidental or necessary appurtenances thereto ("Easement Area"), which Easement Area is further described in **Exhibit A** attached hereto and made a part hereof.
3. Grantor agrees that no obstructions that would interfere with the maintenance or improvement of Grantee's facilities may be placed in the Easement Area without Grantee's prior consent.
4. Grantee shall, at its sole cost and expense, restore the surface of the Easement Area to the same condition which existed prior to the commencement of Grantee's access, maintenance, or repair to the Easement Area.
5. Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement.
6. This Easement Agreement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
7. This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Easement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Easement Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Easement Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.
9. Grantee, at its own expense, shall record this fully executed Easement Agreement in its entirety in the Official Records of Broward County, Florida.

**IN WITNESS WHEREOF**, the undersigned has signed and sealed this Easement Agreement on the respective date under its signature and certifies that he/she has the authority to execute this Instrument.

**GRANTOR**

Witness #1:

Kathie Ann Ramnath Brown

Signature

Kathie-Ann Ramnath Brown

Print Name of Witness

Address: 790 SW 12th Ave  
Pompano Beach 33069

Witness #2

Anna Rojas

Signature

Anna Rojas

Print Name of Witness

Address: 790 SW 12th Ave  
Pompano Beach, FL 33069

U-HAUL CO. OF FLORIDA, a

FLORIDA PROFIT CORPORATION

By [Signature]  
Signature

DAVINA BEAN  
Print Name

VP  
Title

27 day of NOVEMBER, 2023

Approved as to form by the Office of the Broward  
County Attorney

By: Christina A. Price Digitally signed by Christina A. Price  
Date: 2024.01.29 16:09:48 -05'00'

Christina A. Price  
Assistant County Attorney

**ACKNOWLEDGMENT**

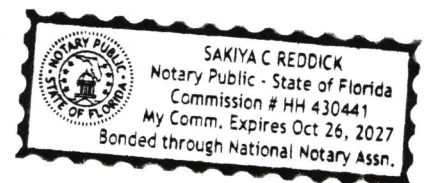
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27 day of NOVEMBER, 2023, by DAVINA BEAN, the VP, on behalf of U-HAUL CO. OF FLORIDA, a FLORIDA PROFIT CORPORATION ☒ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

Notary Public  
Signature: [Signature]  
Print Name: SAKIYA REDDICK

State of Florida  
My Commission Expires: OCTOBER 26, 2027  
Commission Number: HH430441

(Notary Seal)



**EXHIBIT A**  
**EASEMENT**

See attached "Sketch & Description Waterline Easement".



# SKETCH & DESCRIPTION WATERLINE EASEMENT

## A PORTION OF U-HAUL-NORTH POMPANO PLAT BOOK 183 PAGE 608 BROWARD COUNTY PUBLIC RECORDS

A PORTION OF "U-HAUL-NORTH POMPANO" AS RECORDED IN PLAT BOOK 183 PAGE 6084 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA , SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL "A" AS INDICATED ON THE AFOREMENTIONED PLAT;

THENCE SOUTH 88°16'07" WEST ALONG THE NORTH LINE OF PARCEL "A" A DISTANCE OF 142.09 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 88°16'07" WEST ALONG THE NORTH LINE OF PARCEL "A" A DISTANCE OF 15.00 FEET;

THENCE SOUTH 01°43'53" EAST A DISTANCE OF 10.00 FEET ;

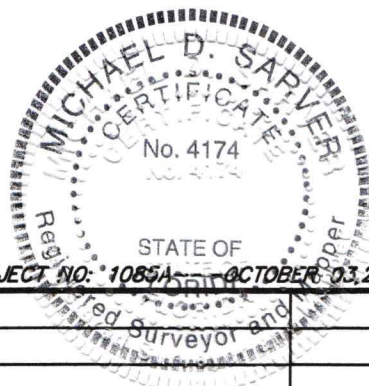
THENCE NORTH 88°16'07" EAST A DISTANCE OF 15.00 FEET;

THENCE NORTH 01°43'53" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 150.0 SQUARE FEET, MORE OR LESS.

### NOTES:

1. BEARINGS INDICATED HEREON ARE BASED ON THE PLAT OF U-HAUL-NORTH POMPANO, PLAT BOOK 183 PAGE 608, BROWARD COUNTY PUBLIC RECORDS.
2. THIS IS NOT A SKETCH OF SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LANDS DESCRIBED HEREON.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



FOR THE FIRM, BY: *Michael D. Sarver*

MICHAEL D. SARVER  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA REGISTRATION NO. 4174

10/03/23  
SHEET 1 OF 2 SHEETS

**SDA** ENGINEERING

ENGINEERING  
SURVEYING  
PLANNING

CERTIFICATE OF AUTHORIZATION NO. LB 6456  
3410 N. Andrews Avenue Ext • Pompano Beach, FL 33064  
PH: 954-943-9433 • FAX: 954-783-4754

REVISIONS	DWN	DATE	FB/PG	CHKD





**OPINION OF TITLE**

Broward County Land Development Code - Section 5-189(c)(3)  
Florida Statutes Chapter 177

**To: Broward County Board of County Commissioners**

With the understanding that this Opinion of Title is furnished to Broward County Board of County Commissioners, as inducement for acceptance of a proposed plat covering the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the above described property covering the period from the beginning to the 16<sup>th</sup> day of October, 200 2023, at the hour of 1:32 PM, inclusive, of the following described property:

**Legal Description** (*must match plat legal description*)

Include reference to and copy(ies) of original deeds vesting title to current owner(s)

See Attached Exhibit A.

I am of the opinion that on the last mentioned dated, the fee simple title to the above-described real property was vested in:

**Names of all Owner(s) of Record:**

**U-Haul Co. of Florida, a Florida Corporation**

**NOTE:** If any property owner is a partnership or trust, please include the names of all partner(s) or trustee(s) who are required to execute the plat dedication.

**Subject to the following:**

---

**Mortgage(s) of Record** (*if none, state none*): None

(If any mortgage holder is a partnership or trust, please include the names of all partners(s) or trustee(s) who are required to execute the plat dedication.

**List of easements and Rights-of-Way lying within the plat boundaries** (*if none, state none*). (Attach copies of all recorded document(s) [excluding recorded plats].

**See attached Exhibit B**

**I HEREBY CERTIFY** that the foregoing report reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above-described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar. Respectfully submitted this 20th day of December, 2023.



\_\_\_\_\_  
Name

Print Name: Patrick Ruttinger

Florida Bar No. 0077069



**Exhibit A**  
**Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF POMPANO BEACH, COUNTY OF BROWARD, STATE OF FLORIDA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 1 OF THE SUBDIVISION OF SECTION 13, TOWNSHIP 48 SOUTH, RANGE 42 EAST, RECORDED IN [PLAT BOOK "B," PAGE 164](#), OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS SITUATE AND LYING IN BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 1, THENCE RUN ON AN ASSUMED BEARING OF N 89° 59' 55" W, 1013.96 FEET ALONG THE NORTH LINE OF SAID TRACT 1 TO A POINT; THENCE RUN S 00° 36' 05" W, 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00° 36' 05" W, 295.76 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 1; THENCE RUN WEST 278.65 FEET ALONG SAID SOUTH BOUNDARY; THENCE RUN N 15° 39' 33" E, 98.66 FEET ALONG A LINE 80.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF THE FLORIDA EAST COAST RAILROAD TO A POINT; THENCE RUN EAST 135.00 FEET ALONG A LINE 95 FEET NORTH OF AND PARALLEL WITH SAID SOUTH BOUNDARY OF TRACT 1, TO A POINT THENCE RUN N 07° 06' 36" E, 202.30 FEET TO A POINT THAT IS 35 FEET SOUTH OF SAID NORTH BOUNDARY OF TRACT 1; THENCE RUN S 89° 59' 55" E, 95.08 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1.07 ACRES, MORE OR LESS.

AND

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 1, THENCE RUN ON AN ASSUMED BEARING OF N 89° 59' 55" W, 1013.96 FEET ALONG THE NORTH LINE OF SAID TRACT 1 TO A POINT; THENCE RUN S 00° 36' 05" W, 35.00 FEET TO A POINT; THENCE RUN N 89° 59' 55" W, 95.08 FEET ALONG A LINE 35.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF TRACT 1 TO THE POINT OF BEGINNING; THENCE CONTINUE N 89° 59' 55" W, 103.77 FEET ALONG SAID LINE TO A POINT, THENCE RUN S 15° 39' 33" W, 208.49 FEET ALONG A LINE 80.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF THE FLORIDA EAST COAST RAILROAD TO A POINT; THENCE RUN EAST 135.00 FEET TO A POINT, THENCE RUN N 07° 06' 36" E, 202.30 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 0.55 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PROPERTY ALSO BEING KNOWN AS PARCEL A OF U-HAUL-NORTH POMPANO, RECORDED ON APRIL 3, 2023 IN PLAT [BOOK 183, PAGE 607](#), OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA,

TOGETHER WITH THAT CERTAIN EASEMENT RECORDED 5/24/73, IN OFFICIAL RECORDS [BOOK 5297, PAGE 988](#), OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

SUBJECT TO THAT CERTAIN EASEMENT RECORDED  
5/24/73, IN OFFICIAL RECORDS BOOK 5297, PAGE 991, OF THE PUBLIC  
RECORDS OF DADE COUNTY, FLORIDA.



**Exhibit B  
Easements**

Prepared by: L. Judson Lloyd  
825 S. Federal Highway  
Deerfield Beach, Florida 33441

73-109250

GRANT OF EASEMENT

THIS INDENTURE made and entered into on this 26th day

of April, 1973, by and between HOUDAILLE INDUSTRIES, INC. a Delaware corporation, hereinafter referred to as "Grantor"

and JAMES THRELKELD and VIRGINIA C. THRELKELD, his wife, hereinafter referred to as "Grantees", whose mailing address is 206 Southeast 14th Street, Deerfield Beach, Florida,

WHEREAS, Grantor is seized and possessed in Fee Simple the property hereafter described and Grantees are seized and possessed in Fee Simple of certain contiguous property; and

WHEREAS, Grantor and Grantees wish to grant to each other an easement for ingress and egress over the contiguous property of the other; and

WHEREAS, Grantees have or will grant to Grantor an easement over their contiguous property.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, receipt of which is hereby acknowledged by Grantor from Grantees, the Grantor does hereby grant unto Grantees and their heirs and assigns a perpetual easement which shall run with the land over and across the real property in Broward County, Florida, described as:

The North 85 feet of the following described property: The West 30 feet (measured at right angles to the East Right-of-Way line of the Florida East Coast Railway) of that portion of Tract 1 of the Subdivision of Section 13, Township 48 South, Range 42 East, lying east of the Florida East Coast Railway Right-of-Way less the North 35 feet thereof, according to the plat thereof, recorded in Plat Book B, Page 164, of the Public Records of Dade County, Florida.

for the purpose of ingress and egress by Grantees and their heirs, assigns, licensees, tenants, servants, visitors and invitees to and from the property owned by the Grantees.

Witness my hand and seal of office this 26th day of April, 1973.

73 MAY 24 PM 4:37

5297 REC 988

8-1-8

TO HAVE AND TO HOLD the easement hereby granted unto Grantees, and their heirs and assigns as appurtenant to the land of the Grantees.

It is understood that this easement is given upon the express understanding and condition that it may be used by Grantor and its successors and assigns in conjunction with the use of the Grantees and their heirs, assigns, licensees, tenants, servants visitors and invitees.

It is further understood that Grantor and Grantees and their heirs, executors and administrators, assigns, successors, tenants, servants, visitors, invitees and licensees shall never commit or permit any parking of vehicles in, or any other obstruction of, the easement herein granted.

Grantor, at its expense, shall maintain the easement premises and keep them in good state of repair.

It is further understood that Grantor, its successors, assigns, and tenants does not assume any expressed or implied liability or responsibility to Grantees and their heirs and assigns, licensees, tenants, servants, visitors and invitees rising from use of the easement by such persons. Furthermore, Grantees shall defend, indemnify and save harmless Grantor against all liability, claims, actions, losses or damages, Court costs and attorneys fees arising from the use of the easement premises by Grantees and their heirs, assigns, licensees, employees, servants, visitors and invitees.

-- 2 --

011 5297  
REC PAGE 989

Grantor covenants that it has title to the real estate herein described in Fee Simple and that it will warrant and defend the title thereto against the claims of all persons.

IN WITNESS WHEREOF, the Grantor has set its hand and seal on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Edith Johnson

Shirley J. Bice

HOUDAILLE INDUSTRIES, INC.

By: W. S. Burns (SEAL)  
W. S. BURNS, Vice President

Attest: E. J. Biedermann (SEAL)  
E. J. BIEDERMANN,  
Assistant Secretary

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, W. S. BURNS and E. J. BIEDERMANN, as Vice-President and Assistant Secretary, respectively, of HOUDAILLE INDUSTRIES, INC., a Delaware corporation, to be known to be the persons who executed the foregoing as such officers of said corporation, and they acknowledged before me that they executed same, affixing the corporate seal thereto, that as such officers they are duly authorized to do so, and that the foregoing instrument is the act and instrument of that corporation.

WITNESS my hand and official seal at the State and County aforesaid this 26 day of April, A.D., 1973.

Shirley J. Bice (SEAL)  
Notary Public

My commission expires:

REF 5297 PAGE 990

-- 3 --

Prepared By: L. Judson Lloyd  
825 S. Federal Highway  
Deerfield Beach, Florida 33441

73-103251

G R A N T   O F   E A S E M E N T

THIS INDENTURE made and entered into on this 8th day  
of May, 1973, by and between JAMES THRELKELD and  
VIRGINIA C. THRELKELD, his wife, hereafter collectively referred  
as "Grantors", and HOUDAILLE INDUSTRIES, INC., a Delaware corpora

tion, hereafter referred to as "Grantee", whose mailing address is  
1050 Northeast 5th Terrace, Fort Lauderdale, Florida,

WHEREAS, Grantors are seized and possessed in Fee Simple  
of the property hereafter described and Grantee is seized and pos-  
sessed in Fee Simple of certain contiguous property; and

WHEREAS, Grantors and Grantee wish to grant to each other  
an easement for ingress and egress over the contiguous property of  
the other; and

WHEREAS, Grantee has or will grant to Grantors an easement  
over their contiguous property.

NOW, THEREFORE, in consideration of the sum of TEN AND  
NO/100 (\$10.00) DOLLARS and other good and valuable consideration,  
receipt of which is hereby acknowledged by Grantors from Grantee, the  
Grantors do hereby grant unto Grantee and its heirs and assigns a  
perpetual easement which shall run with the land over and across the  
paved areas normally used for vehicular travel of the real property  
in Broward County, Florida, described as:

A portion of Tract 1 of the Subdivision of  
Section 13, Township 48 South, Range 42 East,  
according to the plat thereof, recorded in  
Plat Book B, Page 164, of the Public Records  
of Dade County, Florida, described as follows:  
Commencing at the Northeast corner of said  
tract run Westerly along the North boundary  
of said Tract 1, a distance of 1108.67 feet;  
thence Southwesterly with an angle of 98°  
15' 55" in the Southeast quadrant, a distance  
of 334.22 feet to the point of the South  
boundary of said Tract 1; thence Westerly  
along said South boundary, making an interior  
angle of 98° 16' 00", a distance of 139.32  
feet to a point

73 MAY 24 PM 4:37

5297 REC 991

STATE OF FLORIDA  
DOCUMENTARY  
DEPT. OF REVENUE  
STAMP TAX  
00.30  
MAY 25 1973

BROWARD  
COUNTY

SUR  
100.55

Return to: Rogers, Morris & Ziegler  
201 E. Las Olas Blvd.  
500 1st Fed. Bldg.  
Ft. Lauderdale, Fla. 33301

800  
7



that is 80 feet east of (as measured at right angles) the center line of the Florida East Coast Railroad; thence Northeasterly parallel with said Center line, making an interior angle of  $74^{\circ} 21' 6''$ , a distance of 222.13 feet to the Point of Beginning. Thence continue along the last described course a distance of 85 feet to a point that is 35 feet South of said North boundary of Tract 1; thence Easterly parallel with said North boundary making an included angle of  $105^{\circ} 38' 49''$ , a distance of 50 feet; thence continue Southwesterly making an included angle of  $48^{\circ} 17' 19''$ , a distance of 109.64 feet to the Point of Beginning; the property described being triangular in shape.

TO HAVE AND TO HOLD the easement hereby granted unto Grantee, and its heirs and assigns as appurtenant to the land of the Grantee.

It is understood that this easement is given upon the express understanding and condition that it may be used by Grantors and their successors and assigns, in conjunction with the use of the Grantee and its heirs, assigns, licensees, tenants, servants, visitors and invitees.

It is further understood that Grantors and Grantee and its heirs, executors and administrators, assigns, successors, tenants servants, visitors, invitees and licensees shall never commit or permit any parking of vehicles in the easement herein granted.

Grantors, at their expense, shall maintain the easement premises and keep them in a good state of repair.

It is further understood that Grantors, their successors, assigns and tenants do not assume any expressed or implied liability or responsibility to Grantee and its heirs and assigns, licensees, tenants, servants, visitors and invitees rising from the use of the easement by such persons. Furthermore, Grantee shall defend, indemnify and save harmless Grantors against all liability, claims

OFF 5297  
PAGE 992

-- 2 --

Requested By: Stephen.Masluk.Jr, Printed: 10/24/2023 2:18 PM