

## EASEMENT

This Easement (the "Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, ("Grantor") whose address is \_\_\_\_\_ to and in favor of the City of Oakland Park, a municipality organized under the laws of the Florida ("Grantee") whose address is 3650 N.E. 12 Avenue, Oakland Park, Florida 33334

### **RECITALS:**

- A. Grantor is the owner of that certain real property located in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and made a part of this Easement (the "Easement Property").
- B. Grantor wishes to grant an easement for utilities and vehicular and pedestrian ingress and egress over, under, across and upon the Easement Property.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/00 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor agrees as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee an exclusive easement over, under, across and upon the Easement Property for the purpose of:
  - .2 Constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting water transmission and distribution facilities and all appurtenances and/or equipment associated therewith, and/or sewage transmission and collection facilities and all appurtenances and/or equipment associated therewith, and/or any and all drainage facilities all as may be required by the Grantor.
  - .3 Vehicular and pedestrian ingress and egress to the Easement Property for the purposes outlined in this Section.
4. Use of Easement. Grantee shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 1 of this Easement.
5. Perpetual Duration. This Easement shall be perpetual in duration, and shall not be changed, altered or amended except by a written instrument executed by Grantor and Grantee or their respective heirs, successors or assigns.
6. Covenants of Grantor. Grantor hereby warrants and covenants that:
  - 4.1 Grantor is the owner of fee simple title to the Easement Property.
  - 4.2 Grantor has full right and lawful authority to grant and convey this Easement to Grantee.
  - 4.3 Grantee shall have quiet and peaceful possession, use and enjoyment of

this Easement.

4.4 In the event Grantor performs or allows construction work to be performed in the easement which results in damage to the public waterline, then Grantor agrees to pay for the repair work.

2. Remedies for Breach. Grantor and/or Grantee shall each have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including, without limitation, the right to sue for damages for breach or for injunction or specific performance. In the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, then the prevailing party in such suit shall be entitled to be paid reasonable attorney's fees and court costs in addition to any other award that the Court might make, from the non-prevailing party.

2. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit of Grantor or Grantee, as the case may be, and their respective heirs, successors and/or assigns, including, without limitation, all subsequent owners of the Easement Property and all persons claiming by, through and under them.

**IN WITNESS WHEREOF**, Grantor has executed and delivered this Grant of Easement on the day and year written in the first paragraph of this Easement.

Witnesses:

GRANTOR:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
a \_\_\_\_\_ Corporation

\_\_\_\_\_  
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA     )  
                                  )SS  
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or produced \_\_\_\_\_ as identification and who did(not) take an oath.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print Name: \_\_\_\_\_

ALSO REQUIRED:

1. Opinion of Title from an attorney.
2. Sketch & legal description from a surveyor.