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

Prepared by:
_____
Broward County Water and Wastewater Services
2555 West Copans Road
Pompano Beach, Florida 33069
and approved as to form by:
Stacey-Ann M. Rowe
Senior Assistant County Attorney

Folio Number: _____

EASEMENT AGREEMENT

This Easement Agreement ("Easement Agreement") is given this ___ day of _____, 20__ ("Effective Date"), by _____ _____, _____ _____, ("Grantor") whose address is _____, 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, successors, and assigns).

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 or be 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 Easement Agreement.

GRANTOR

Witness #1:

_____
Signature

_____
Print Name of Witness

Address: _____
_____

By: _____
Signature

_____
Print Name

_____ day of _____, 20_____

Witness #2

_____
Signature

_____
Print Name of Witness

Address: _____
_____

By: _____
Signature

_____
Print Name

_____ day of _____, 20____

ACKNOWLEDGMENT

STATE OF FLORIDA)
SS:
COUNTY OF BROWARD)

The foregoing Easement Agreement was acknowledged before me, by means of (check one) ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, who (check one) ☐ is personally known to me or ☐ has produced a valid _____ as identification [IF MORE THAN ONE GRANTOR], and by _____ who (check one) ☐ is personally known to me or ☐ has produced a valid _____ as identification.

[Notary Seal]

_____
Print Name:_____
Notary Public, State of _____
Commission Number:_____
Commission Expires:_____

EXHIBIT A

EASEMENT