

## **EASEMENT**

This Easement (the Easement) is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, (Grantor) whose address is \_\_\_\_\_ to and in favor of the City of Miramar, a municipality organized under the laws of the Florida (Grantee) whose address is 2300 Civic Center Place, Miramar, Florida 33025.

### **RECITALS:**

- A. Grantor is the owner of that certain real property located in Broward County, Florida, more particularly described on Exhibit "C" 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 easement over, under, across and upon the Easement Property for the purpose of:
  - 1.1 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.

- 1.2 Vehicular and pedestrian ingress and egress to the Easement Property for the purposes outlined in this Section.
2. Grantee's 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.
3. Grantor's Use of Easement. Grantor shall have the right to make any use of this Easement that does not interfere with Grantee's use. Specifically, no other easement shall be granted that would allow the other easement holder to install anything that would run parallel with Grantee's water or sewer lines without prior written consent of the Grantee. Any easement crossing this Easement shall contain language prohibiting the easement holder from installing anything within eighteen inches of Grantee's water or sewer lines.
4. 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 or Grantee or their respective heirs, successors or assigns.
5. Covenants of Grantor. Grantor hereby warrants and covenants that:
  - 5.1 Grantor is the owner of fee simple title to the Easement Property.
  - 5.2 Grantor has full right and lawful authority to grant and convey this Easement to Grantee.
  - 5.3 Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.
6. 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 compensatory 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 receive reasonable attorney's fees and court costs in addition to any other award that the Court might make, from the non-prevailing party.
7. 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: \_\_\_\_\_

\_\_\_\_\_

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

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

By:

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.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My Commission Expires:

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

## OPINION OF TITLE

**TO: CITY OF MIRAMAR**

With the understanding that this Opinion of Title is furnished to the City of Miramar, Florida, as inducement for execution of an agreement covering the real property, hereinafter described or for acceptance of a warranty deed, easement, covenant or unity of title, as applicable, it is hereby certified that I have examined a complete Abstract of Title or Policy of Title Insurance by \_\_\_\_\_ dated \_\_\_\_\_ covering the period from the beginning to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at the hours of \_\_\_\_\_, inclusive, of the following described property:

**See Exhibit "A" attached hereto and by this reference made a part hereof.**

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

Subject to the following encumbrances, liens, and other exceptions:

1. RECORDED MORTGAGES:
  
2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS & JUDGMENTS:
  
3. GENERAL EXCEPTIONS:
  - a. Taxes for 2000 and subsequent years and taxes or special assessments which are not shown as existing liens by the Public Records.
  - b. Rights or claims of parties in possession not shown by the Public Records.
  - c. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
  - d. Easements or claims of easements not shown by the Public Records.

- e. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- f. Any adverse claim to all or any part of the land which is now under water or which has previously been under water but filled or exposed through the efforts of man.

4. SPECIAL EXCEPTIONS:

All of the foregoing recorded in the Public Records of Broward County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions and that none of the encumbrances and/or exceptions listed above will restrict the use of the property for the purposes set forth in the agreement, assignment, warranty deeds, easement, covenant and unity of title, as applicable.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>NAME</u>	<u>INTEREST</u>	<u>SPECIAL EXCEPTION NUMBER</u>
	Owner	
	Mortgagee	

The following is a description of the aforementioned abstract and its continuations:

<u>NUMBER</u>	<u>COMPANY CERTIFYING</u>	<u>NO OF ENTRIES</u>	<u>PERIOD COVERED</u>
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I HEREBY CERTIFY that the legal description in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Florida Bar No.

STATE OF FLORIDA     )  
  ) SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who (check one) [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

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

My Commission Expires: