

Prepared by and return to:
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

DRAINAGE AND ACCESS EASEMENT

COPANS MOTORS, INC., a Florida corporation, hereinafter referred to as "OWNER," hereby grants to the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY," a perpetual 12 foot wide drainage easement, subject to the agreements, terms, conditions and representations stated below, running along the east side of the property known as COPANS MOTORS, INC., as shown on the attached **Exhibit "A,"** hereinafter referred to as "EASEMENT LAND."

1. The consideration for this easement is \$ 10.00, which shall be paid to OWNER by CITY upon acceptance of the easement by the City Commission.

2. The right-of-way, easement, rights, and privileges herein granted shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, and removing an underground stormwater pipeline and all normal appurtenances thereto upon, over, across, in and through the EASEMENT LAND and for no other purpose whatsoever. From and after the initial installation and construction of the stormwater pipeline, City shall be responsible for all maintenance, repair and replacements of the stormwater line.

3. The utilization of the easement granted shall not interfere with the existing structural improvements situated upon EASEMENT LAND, and all work will be performed so that the surface of the EASEMENT LAND will be returned to its prior condition by CITY. CITY shall remove from the property of which the EASEMENT LAND is a part and properly

dispose of all debris resulting from its construction, operation, repair, maintenance, rebuilding, replacing and/or removing the drainage pipeline.

4. Together with the following to the CITY: the right of ingress and egress to said EASEMENT LAND at all times; the right to keep EASEMENT LAND cleared of any and all obstructions; and further providing that OWNER shall not erect or place any building or tree on the EASEMENT LAND.

5. The easement, rights, and privileges granted herein are ~~non~~-exclusive and OWNER reserves and retains the right to use the EASEMENT LAND for its own purposes and to convey similar rights and easements to such other persons and for such other purposes as OWNER may deem proper, so long as such use or rights do not prevent or interfere with CITY's use of the EASEMENT LAND for the purposes set forth herein

6. This instrument shall run with the land and be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties hereto.

7. As an inducement to OWNER to grant this Easement, CITY represents it is duly authorized as the exclusive water utility provider to the subject property. OWNER hereby warrants and covenants (a) that OWNER is the owner of the fee simple title to the property in which the above described Easement Area is located, (b) that OWNER has full right and lawful authority to grant and convey this Easement to CITY, and (c) that CITY shall have quiet and peaceful possession, use and enjoyment of this Easement. All covenants terms, provisions and conditions herein contained shall inure and extend to and obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

8. In the event any litigation arises in connection with this Easement, the prevailing party or parties in any such litigation shall be entitled to recover its reasonable attorneys' fees, at

trial and on appeal, and all costs of the action from the non-prevailing party. Nothing contained herein shall be considered a waiver of Sovereign Immunity pursuant to Florida Statute §768.28. Venue for any litigation shall be in the courts of the 17th Judicial Circuit and Southern District of Florida.

9. The effective date of the easement shall be the date of its acceptance by CITY.

IN WITNESS WHEREOF, the OWNER has executed this instrument on the 31 day of October, 2019.

"OWNER":

Witnesses:

Hector R. Gandia

HECTOR R. GANDIA

Print Name

Tammy Good

Tammy Good

Print Name

COPANS MOTORS, INC.

a Florida corporation

By: [Signature]

Print Name: Mitra Maraj

Title: President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31 day of October, 2019 by MITRA MARAJ as PRESIDENT of COPANS MOTORS, INC. a Florida Corporation, on behalf of the company. He/she is personally known to me or who has produced [Signature] (type of identification) as identification.

NOTARY'S SEAL



Charmae Barone
NOTARY PUBLIC, STATE OF FLORIDA

CHARMAE BARONE
(Name of Acknowledger Typed, Printed or Stamped)

GG 148045
Commission Number

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or** ☐ **online notarization**, this _____ day of _____, 2020, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number