

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

Prepared and Approved as to form by:
Christina A. Blythe
Broward County Attorney's Office
115 S Andrews Avenue
Fort Lauderdale, Florida 33301

Folio Number: _____

EASEMENT

This Easement ("Easement"), is made this ____ day of _____, 20__ ("Effective Date"), by the City of Pompano Beach, a municipal corporation of the State of Florida ("Grantor"), whose address is 100 W Atlantic Boulevard, Pompano Beach, Florida 33060, 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 defined in Section 2 to install, maintain, and repair a gaging station, groundwater monitoring well, and other installations required to monitor groundwater salinity ("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 declares as set forth below.

1. The recitals set forth above are true, accurate, and fully incorporated by reference herein.
2. Grantor hereby grants unto Grantee, its licensees, agents, independent contractors, and other authorized persons the right to construct, maintain, repair, and remove saltwater monitoring facilities in the area described and identified in **Exhibit A** attached hereto and made a part hereof ("Easement Area") together with any incidental or necessary appurtenances thereto. This Easement includes the right of ingress and egress over the Property and Easement Area.
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. Upon Grantor's request, Grantee shall, at its sole cost and expense, relocate facilities placed in the Easement Area by Grantee to a mutually agreed upon location in the Easement Area and restore the surface of the Easement Area to the same condition which existed prior to Grantee's commencement of any such access, maintenance, or repair.
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 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 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. Any person or entity that acquires interest in the Property shall be deemed to have notice of, and be bound by, the terms of this Easement.
8. This Easement 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, 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 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 in its entirety in the Official Records of Broward County, Florida.

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

GRANTOR

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Dated: _____

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

I:agr/recr/2022-229f