

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

UTILITY EASEMENT

THIS UTILITY EASEMENT (this "Easement) is made and executed this _____ day of _____, 2023, by D R Horton, Inc. (the "Grantor"), having an address of 921 NW 3 Avenue, Pompano Beach, Florida, 33060, to the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, (the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

WITNESSETH:

WHEREAS, Grantor is lawfully seized in fee simple and is in possession of certain property situated in Broward County, Florida, (hereinafter referred to as "Property"); and

WHEREAS, Grantor desires to grant a non-exclusive utility easement in, on, over, under, through, and across the Property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby states as follows:

1. Grantor does hereby grant unto the Grantee, a perpetual non-exclusive utility easement to install, operate, repair and maintain in perpetuity such facilities and accessories as may be necessary to provide utility services in, on, over, under, through, and across the Easement Area, with the full and free right of ingress and egress over the Easement Area and portions of Grantor's adjoining property for the purpose of exercising the rights herein granted.

2. Grantee shall have the right and privilege from time to time to construct, reconstruct, improve, maintain, repair, replace, relocate, inspect, add to, enlarge, adjust pressure, as well as the size of, and to remove such utility facilities, accessories or any of them thereto, all for public utilities purposes, together with the right to permit any other person, firm or corporation to any of the said facilities or accessories hereunder along with the right of ingress and egress to said Easement Area and over portions of Grantor's adjoining property.

3. Grantee shall have the right to keep the Easement Area cleared of obstructions and Grantee shall have the right to trim, cut and/or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions, which in the opinion of Grantee, might interfere or fall upon the said facilities.

4. Grantor shall not erect or place any building, structure, obstruction, landscaping or tree on or inside the Easement Area, without Grantee's prior written permission so as to not compromise the integrity of the CITY's public utility infrastructure.

5. The Easement granted shall be binding upon the Grantor and its successors and assigns. This Easement shall not be released or amended in any manner without the written consent of Grantee, except as otherwise provided herein.

6. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

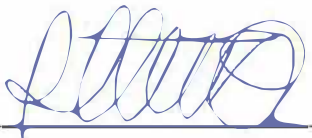
7. Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the property in which the above described Easement Area is located, (b) that Grantor has full right and lawful authority to grant and convey this Easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.

IN WITNESS WHEREOF, the GRANTOR has caused this Easement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers or representatives hereunto duly authorized on the _____ day of _____, 20____.

"GRANTOR":

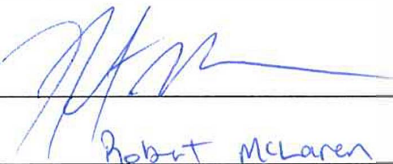
Witnesses:

D R HORTON INC.



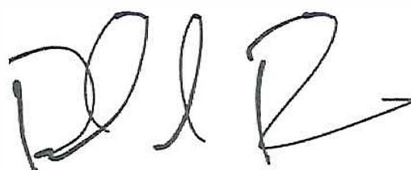
REBECCA CORTES

Print Name



Print Name

By:



Rafael J Roca, Vice President

(SEAL)

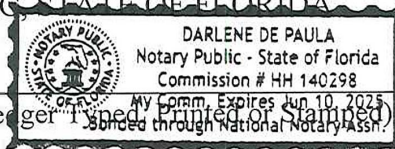
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10 day of October, 2023 by Rafael J Roca, as Vice President of D R Horton Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger)

Commission Number

Witnesses:

CITY OF POMPANO BEACH

(Signature)

By: _____
Rex Hardin, Mayor

(Print Name)

By: _____
Gregory P. Harrison, City Manager

(Signature)

(Print Name)

Attest:

Kervin Alfred, City Clerk

(SEAL)

Approved As To Form:

Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **KERVIN ALFRED** 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