

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

DRAINAGE AND ACCESS EASEMENT

MICRO TYPING SYSTEMS, INC., a Florida Profit 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 20 foot wide drainage easement, subject to the agreements, terms, conditions and representations stated below, running along the east side of the property known MICRO TYPING SYSTEMS, INC., located at 1295 SW 29th Avenue at the west side of SW 29th Avenue 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 18th day of February, ~~2019~~ ²⁰²⁰.

“OWNER”:

Witnesses:

[Signature]

Deborah W. Ferguson
Print Name

Kimberly Stull

Kimberly Stull
Print Name

MICRO TYPING SYSTEMS, INC.
a Florida Profit Corporation

By: [Signature]

Print Name: Michael A. Schlesinger

Title: Director

STATE OF NEW JERSEY
COUNTY OF ~~Camden~~ Mercer

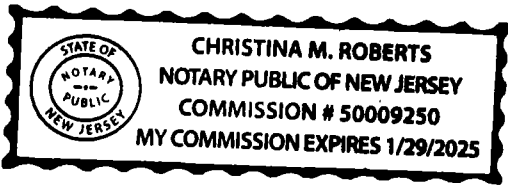
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 18th day of February, 2020, by Michael Schlesinger as Director of Micro Typing Systems, Inc., a Florida Profit Corporation, who is personally known to me or who has produced w/a (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF NEW JERSEY

Christina M. Roberts
(Name of Acknowledger Typed, Printed or Stamped)

50009250
Commission Number



The foregoing Easement and all of its agreements, terms, conditions and representations are hereby accepted at Pompano Beach, Florida, this ____ day of _____, 20__.

"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 instruments were acknowledged before me this _____ day of _____, 20__ 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

L:agr/drainage and access easement