

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 _____, 2021, by Habitat for Humanity of Broward, Inc. (the "Grantor"), having an address of 780 NW 14th Street and 788 NW 14th Street 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, change 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, as of the day and year first above written.

"GRANTOR":

Witnesses:



Nancy Robin

Print Name



Alex Nesar

Print Name

Kelly Kolb President, individual (s)

BY:


Print Name: Kelly Kolb

BY:

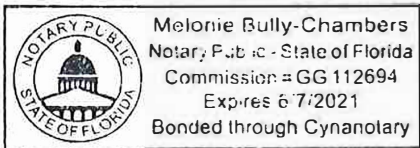
Print Name: _____

CORPORATION FORM:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 26 day of April, 2021, by Melonie Bully-Chambers as Notary of Habitat for Humanity of Broward Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced Florida State Drivers License as identification

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA


Melonie Bully -Chambers

(Name of Acknowledger Typed, Printed or Stamped)

GG 112694

Commission Number

The foregoing Easement and all of its agreements, terms, conditions and representations are hereby accepted at Pompano Beach, Florida, this _____ day of _____, 2021.

"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