

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

**MAINTENANCE AND CONSTRUCTION
EASEMENT**

THIS EASEMENT (“Easement”) is made and executed this _____ day of _____, 2019, by the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, having an address of 100 W. Atlantic Blvd., Pompano Beach, Florida 33060 (the “Grantor”), to the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an executive agency of the State of Florida, whose address is Turnpike Headquarters, P. O. Box 613069, Milepost 263, Florida’s Turnpike, Building 5315, Ocoee, Florida 34761, (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 maintenance and construction 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”), for the purpose of constructing, accessing and maintaining an authorized sign (“the sign”).

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 maintenance and construction easement in, on, over, under, through, and across the Easement Area, with the full and free right of ingress and egress.

2. Grantee shall have the right and privilege from time to time to construct, access, and maintain, and to remove the sign, together with the right to permit any other person, firm or corporation to any facilities hereunder and the right of ingress and egress to said premises at all times.

3. Grantee shall have the right to keep the easement area cleared of obstructions.

4. Grantor shall not erect or place any building or tree or other obstruction within the easement area.

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. (A) Grantor and Grantee are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing in this Agreement shall be construed as consent by Grantor or Grantee to be sued by third parties in any matter arising out of this Agreement or any other contract.

(1) Grantee shall ensure that its contractors, working within the Easement Area in connection with the Grantee's project, will possess Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$2,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period, insuring the Grantee against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of Grantee's contractors access to and performance within the Easement Area.

7. 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.

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:

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 this _____ day of _____, 2019, 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

"GRANTEE":

Witnesses:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by _____, as _____ of STATE OF FLORIDA, DEPARTMENT OF TRNASPORTATION, who is known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

MEB/jrm/jmz
4/17/19
L:agr/engr/2019-544