

PUBLIC UTILITY EASEMENT

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

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For Recording Purposes only

THIS UTILITY EASEMENT (this "Easement") is made and entered into this _____ day of _____, 20____, by and between _____, a _____ corporation, having an address at _____ (hereinafter referred to as the "GRANTOR") and **CITY OF MIRAMAR**, a Florida municipal corporation, having an address at 2300 Civic Center Drive, Miramar, Florida 33025 (hereinafter referred to as the "GRANTEE").

RECITALS

1. GRANTOR is the owner of fee simple title to a parcel of real property located in Broward County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property") and is in possession thereof.

2. GRANTEE proposes to have constructed an improvement known as _____, located at _____ (the "Project").

3. GRANTOR has agreed to grant to GRANTEE a non-exclusive easement for utility purposes on the Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and 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 does hereby grant the following easement as hereinafter set forth:

1. **Recitals**. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. Grant of Easement. GRANTOR does hereby grant and convey to the GRANTEE and its licensees, agents independent contractors, successors and assigns, a non-exclusive easement, in, over, upon, across and through the Property for utility purposes including, but not limited to, constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting water, sewer, drainage, gas, electric, cable, phone or other utilities as well as ingress and egress in, over, upon, across and through the Property with full rights and authority to enter upon and excavate the Property.

3. Use of Easement. GRANTEE shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 2 hereof. GRANTOR hereby covenants with GRANTEE that GRANTEE shall have quiet and peaceful possession, use and enjoyment of the easement granted herein.

4. Covenants Running with the Land. This Easement, and all the rights, conditions, covenants and interests set forth herein and created hereby are intended to and shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

5. Perpetual Duration. This Easement shall be perpetual in duration.

6. Rights Reserved. The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. GRANTOR shall have the right to use the Property, or any portion thereof, or any property of GRANTOR adjoining the Property for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of GRANTEE.

7. Miscellaneous. No modification or amendment of this Easement shall be of any force or effect unless in writing executed by both GRANTOR and GRANTEE and recorded in the Public Records of Broward County, Florida. If GRANTOR or GRANTEE obtains a judgment against the other party by reason of breach of this Easement, attorneys' fees and costs, at both the trial and appellate levels shall be included in such judgment. This Easement shall be interpreted in accordance with the laws of the State of Florida, both substantive and remedial. This Easement sets forth the entire agreement between GRANTOR and GRANTEE relating to the easement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused these presents to be executed as of the day and year first above written.

WITNESSES:

GRANTOR:

_____,
a _____ corporation

Print Name: _____

By: _____
Print Name: _____

Print Name: _____

(Corporate Seal)

WITNESSES:

GRANTEE:

CITY OF MIRAMAR, a Florida municipal
corporation

Print Name: _____

By: _____
Whittingham O. Gordon
City Manager

Print Name: _____

Attest: _____
Denise A. Gibbs
City Clerk

