



Community Development - Engineering Division

1601 NW 136 Ave., Bldg. A Sunrise, FL 33323 P: 954.746.3270 F: 954.746.3287

PREPARED BY:

Kimberly Kisslan, City Attorney
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

RETURN TO:

City Engineer
City of Sunrise
1601 NW 136 Avenue, Building A
Sunrise, Florida 33323

UTILITY EASEMENT

THIS UTILITY EASEMENT is made and executed this ____ day of _____, 20____, by _____ (name), _____ (form of partnership or corporation) existing and organized under the laws of the State of _____, whose mailing address is _____ (hereinafter referred to as the "Grantor") to the City of Sunrise, a Florida municipal corporation, whose mailing address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351 (hereinafter referred to as the "Grantee");

(Wherever used herein the terms "Grantor" and "Grantee" include all the 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 that certain property situated in Broward County, Florida, as more particularly described on Exhibit "A," which is attached to and by this reference made a part of this document (hereinafter referred to as the "Easement Land").

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, the parties hereby agree as follows:

1. Grantor does hereby grant unto the Grantee, an exclusive perpetual utility easement in, on, over, under, through, and across the Easement Land, with the full and free right of ingress and egress for the purposes of the construction, installation, reconstruction, rebuilding, replacement, repairing, operation, distribution and maintenance of lift stations, force mains, water lines, gravity sewers, storm drainage systems, natural gas lines, LP gas lines and tanks, messages or communications and all appurtenances relative to these facilities or systems. Grantee shall preclude the use by other utilities of this perpetual exclusive utility easement, such as for cable TV, telephone, communication, electric or gas; unless otherwise authorized in writing by the Grantor by way of amendment of this exclusive perpetual utility easement.

2. Grantee shall have the right and privilege from time to time to alter, improve, enlarge, add to, change the nature or physical characteristics or replace, remove or relocate such facilities or systems in, upon, over, under, through and across the Easement Land along with all rights and privileges necessary or convenient for the full benefit and use thereof for the purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement Land that might interfere with the purposes for which such facilities or systems are or might be constructed, along with the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors, or assigns, over the adjoining lands of the Grantor, its successors and assigns, including successors in title, for the purpose of maintaining the above facilities and systems which are located in the Easement Area.

3. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement, and that the Grantee, its successors and assigns, shall have all of the rights to the Easement Land as stated herein.

4. Grantor hereby agrees that Grantee's sole obligation after the completion of any construction, installation, reconstruction, rebuilding, replacement, or repairing the water main served by the Easement Land shall be limited to adequately filling and compacting any excavation to a finished grade. Grantor agrees to be solely responsible for removing and restoring, and shall hold the Grantee harmless from, any damages to the improvements now or hereafter existing on the Easement Land including, without limitation, pavers, stamped concrete, landscaping, fencing and concrete pillars, or any other requirements imposed by the City's Code of Ordinances.

5. No change, alteration, modification or amendment may be made to this Easement without the express written consent of Grantor and Grantee.

6. Grantor warrants that to the best of Grantor's knowledge and belief, the Easement Land is free and clear of soil and ground water contamination. For and in consideration of ten dollars (\$10) receipt of which is hereby acknowledged, Grantor shall indemnify and hold Grantee harmless for all claims and damages resulting from any such contamination.

7. The provisions of Chapter 15 of the City Code of Grantee, as amended from time to time, are incorporated in this Easement.

(The remainder of this page has been intentionally left blank.)

ACKNOWLEDGEMENT OF INDIVIDUAL

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

WITNESSES:

Print Name: _____

By: _____
Print Name: _____

Print Name: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____,
by _____.

Personally known _____ or produced identification _____
Type of Identification Produced: _____

My Commission Expires:

Notary Public

Print Name: _____

ACKNOWLEDGEMENT OF PARTNERSHIP

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

WITNESSES:

Print Name: _____

Name of Partnership

Print Name: _____

By: _____
_____, General Partner

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____,
by _____, as General Partner of _____.

Personally known _____ or produced identification _____
Type of Identification Produced: _____

My Commission Expires:

Notary Public

Print Name: _____

ACKNOWLEDGEMENT OF CORPORATION

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

WITNESSES:

Name of Corporation

Print Name: _____

By: _____

Title: _____

Print Name: _____

Attest: _____

Corporate Secretary

(CORPORATE SEAL)

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____,
by _____, as President of _____.
(Corporation)

Personally known _____ or produced identification _____

Type of Identification Produced: _____

Notary Public

My Commission Expires:

Print Name: _____

JOINDER AND CONSENT OF MORTGAGEE

_____, being the holder of that certain mortgage dated the _____ day of _____, 20____, and recorded the _____ day of _____, 20____, in Official Record Book _____, at Page _____, of the Public Records of Broward County, Florida, hereby consents and subordinates its mortgage to the foregoing Utility Easement.

WITNESSES:

Mortgage Holder

Print Name: _____

By: _____

Title: _____

Print Name: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____.
(Mortgage holder)

Personally known _____ or produced identification _____
Type of Identification Produced: _____

Notary Public

My Commission Expires:

Print Name: _____