

THIS INSTRUMENT RETURN TO:  
Denise Gibbs, City Clerk  
City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Part of Property Appraiser's Parcel  
Identification No. \_\_\_\_\_

### EASEMENT

THIS EASEMENT (the Easement) is made this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_, ("Grantor") whose address is  
\_\_\_\_\_ to and in favor of the City of  
Miramar, a Florida Municipal Corporation ("Grantee") whose address is 2300 Civic Center  
Place, Miramar, Florida 33025.

### RECITALS:

- A. Grantor is the owner of that certain real property located in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and made a part of this Easement (the Easement Property).
- B. Grantor wishes to grant an easement for utilities and vehicular and pedestrian ingress and egress over, under, across and upon the Easement Property.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/00 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration,

the receipt and sufficiency of which Grantor hereby acknowledges, Grantor agrees as follows:

1. Recitals. Each and all of the recitals is hereby incorporated herein by this reference.
2. Grant of Easement. Grantor does hereby grant, bargain, sell, alien, remise, release, confirm, and convey to Grantee an easement over, under, across and upon the Easement Property for the purpose of:
  - 2.1 Constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing, connecting to, disconnecting from, and inspecting water transmission and distribution facilities and all appurtenances and/or equipment associated therewith, and/or sewage transmission and collection facilities and all appurtenances and/or equipment associated therewith, all as may be required by the Grantor.
  - 2.2 Vehicular and pedestrian ingress and egress to the Easement Property for the purposes outlined in this Section.
  - 2.3 Said Easement Property is together with all the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.
  - 2.4 Title and the legal description to the Property described on Exhibit "A" herein has neither been examined nor approved by the City of Miramar or the City Attorney.
  - 2.5 All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.
  - 2.6 By delivery of this Easement Property, Grantor covenants not to interfere with the safe operation or maintenance of the facilities within the Easement Property.
3. Grantee's Use of Easement. Grantee shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 2 of this Easement. The rights herein granted to Grantee by Grantor specifically include: (a) the right of Grantee to control, inspect, alter, improve, maintain, install, connect to, disconnect from, repair, rebuild and remove said facilities within the Easement Property; (b) the right of Grantee to trim, cut, or remove plants, trees, fences, or structures from said Easement Property; and (c) the right of Grantee to have egress and ingress to said Easement Property for the purposes expressed in (a) and (b) immediately above.

4. Grantor's Use of Easement. Grantor shall have the right to make any use of this Easement that does not interfere with Grantee's use. Specifically, no other easement shall be granted that would allow the other easement holder to install anything that would run parallel with Grantee's water or sewer lines without prior written consent of the Grantee. Any easement crossing this Easement shall contain language prohibiting the easement holder from installing anything within eighteen inches of Grantee's water or sewer lines.
5. Perpetual Duration. This Easement shall be perpetual in duration, and shall not be changed, altered or amended except by a written instrument executed by Grantor and Grantee, or their respective heirs, successors or assigns.
6. Covenants of Grantor. Grantor hereby warrants and covenants that:
  - 6.1 Grantor is the owner of fee simple title to the Easement Property.
  - 6.2 Grantor has full right and lawful authority to grant and convey this Easement to Grantee.
  - 6.3 Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.
  - 6.4 Grantor does hereby fully warrant the easement title to the said Easement Property and will defend the same against the lawful claims of all persons whomsoever.
7. Remedies for Breach. Grantor and/or Grantee shall each have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including, without limitation, the right to sue for compensatory damages for breach or for injunction or specific performance. In the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, then the prevailing party in such suit shall be entitled to receive reasonable attorney's fees and court costs in addition to any other award that the Court might make, from the non-prevailing party.
8. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit of Grantor or Grantee, or equitable servitudes on the land, as the case may be, and their respective heirs, successors and/or assigns, including, without limitation, all subsequent owners of the Easement Property and all persons claiming by, through and under them.

TO HAVE AND TO HOLD unto the same forever.

**IN WITNESS WHEREOF**, Grantor has executed and delivered this Grant of Easement on the day and year written in the first paragraph of this Easement.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, as \_\_\_\_\_-President of \_\_\_\_\_, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission Expires:

## OPINION OF TITLE

**TO: CITY OF MIRAMAR**

With the understanding that this Opinion of Title is furnished to the City of Miramar, a Florida Municipal Corporation, as an inducement for execution of an agreement covering the real property, hereinafter described or for acceptance of a warranty deed, easement, covenant or unity of title, as applicable, it is hereby certified that I have examined a complete Abstract of Title or Policy of Title Insurance issued by \_\_\_\_\_ dated \_\_\_\_\_ and issued under No. \_\_\_\_\_ covering the period from the beginning to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the hours of \_\_\_\_\_, inclusive, of the following described property:

**See Exhibit "A" attached hereto and by this reference made a part hereof.**

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Subject to the following encumbrances, liens, and other exceptions:

1. RECORDED MORTGAGES (including but not limited to Assignments of Leases, Rents, and Profits and UCC-1 Financing Statements):
  
  
  
  
  
  
  
  
  
  
2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS & JUDGMENTS:
  
  
  
  
  
  
  
  
  
  
3. GENERAL EXCEPTIONS:
  - a. Taxes for 20\_\_ and subsequent years and taxes or special assessments which are not shown as existing liens by the Public Records.

- b. Rights or claims of parties in possession not shown by the Public Records.
- c. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- d. Easements or claims of easements not shown by the Public Records.
- e. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- f. Any adverse claim to all or any part of the land which is now under water or which has previously been under water but filled or exposed through the efforts of man.

4. SPECIAL EXCEPTIONS (including but not limited to easements):

All of the foregoing recorded in the Public Records of Broward County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions and that none of the encumbrances and/or exceptions listed above will restrict the use of the property for the purposes set forth in the agreement, assignment, warranty deeds, easement, covenant and unity of title, as applicable.

I FURTHER CERTIFY that if the agreement to be executed or conveyance to be made is being made by a legal entity that the entity named \_\_\_\_\_ is properly created as a \_\_\_\_\_ in the State of \_\_\_\_\_; that said legal entity's legal status is current and active; and that the legal entity is lawful empowered to execute the agreement or make the conveyance that is the subject of this transaction.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>NAME</u>	<u>INTEREST</u>	<u>SPECIAL EXCEPTION NUMBER</u>
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Owner

Mortgagee

The following is a description of the aforementioned abstract and its continuations:

<u>NUMBER</u>	<u>COMPANY CERTIFYING</u>	<u>NO OF ENTRIES</u>	<u>PERIOD COVERED</u>
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I HEREBY CERTIFY that the legal description in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

This opinion of title is for the exclusive reliance of the City of Miramar, a Florida Municipal Corporation, and its City Attorneys, but this opinion of title may be made available to other parties for informational purposes.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and a member in good standing of the Florida Bar.

Respectfully submitted, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Florida Bar No.

STATE OF FLORIDA     )  
  ) SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

My Commission Expires: