

THIS INSTRUMENT PREPARED BY:

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RECORD AND RETURN TO:

City of Weston Building Department
17250 Royal Palm Boulevard
Weston, Florida 33326

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (“Grant of Easement”) is made on _____ by _____, a _____ (“Grantor”), whose mailing address is _____ and the **CITY OF WESTON**, a Florida municipal corporation (“City”), whose mailing address is 17200 Royal Palm Boulevard, Weston, Florida 33326-2396, and **INDIAN TRACE DEVELOPMENT DISTRICT**, a Florida community development district established and operated pursuant to the provisions of Chapter 190, Florida Statutes, (“District”) whose mailing address is 17200 Royal Palm Boulevard, Weston, FL 33326-2396.

RECITALS:

Grantor is the owner of fee simple title to the parcel of land located in the City of Weston, Broward County, Florida, and more particularly described in attached **Exhibit A** (“Property”).

Grantor has constructed and installed certain water distribution facilities and wastewater collection facilities, and all appurtenances thereto (collectively, “Improvements”), within portions of the Property.

By a Bill of Sale, Grantor has sold and conveyed the Improvements to the City and the District.

As a condition to City’s acceptance of the Improvements, City requires an easement over, under, across, and upon the Property for the maintenance, repair, and replacement of the Improvements.

AGREEMENT:

For Ten Dollars and other good and valuable consideration, Grantor hereby grants, bargains and sells to the City and the District, and their respective successors and assigns, a perpetual easement (“Easement”) in, under, over, through, across and upon the portion of the Property described in **Exhibit B** (the “Easement Area”).

1. **Purpose of Easement.** Grantor hereby grants to the City and the District full and free right and authority to construct, install, maintain, repair, rebuild and replace the Improvements.

2. **Grantor's Right to Use Easement Area.** Grantor may, for its own purposes, utilize the Easement Area and retain a right of free ingress and egress under, over, across and upon the Easement Area as long as Grantor's use of the Easement Area does not impede the City's or the District's use of the Easement or the exercise of the City's or the District's rights of use of the Easement Area. Grantor agrees not to install any permanent improvements, except asphalt, concrete curbing, irrigation lines, or sidewalks within a 10-foot strip on either side of the Easement Area.

3. **Ingress and Egress Over Property.** Grantor hereby grants to the City and the District a perpetual non-exclusive easement for ingress, egress and access upon, over and across the Property to allow the City and the District to fully exercise their rights within the Easement Area.

4. **City and District to Own and Maintain Systems.** By acceptance of the Easement, the City and the District agree to own, maintain and repair the Improvements at their sole cost.

5. **Other Improvements in Easement Area.** Neither the City nor the District shall be responsible for any damage to improvements now or hereafter existing within the Easement Area, including, but not limited to, (i) sidewalks, pavement, landscaping, signage, irrigation equipment, machinery, or any other improvements, and (ii) facilities within the Easement Area constructed by other utilities, including but not limited to BellSouth, Florida Power & Light Company, Advanced Cable Communications, AT&T Corporation, and Comcast Corporation, which damage may result from the City's and District's access to or repair or maintenance of the Improvements.

6. **Excavation of Easement Area.** If it is necessary for the City or the District to excavate within the Easement Area in order to repair or maintain the Improvements, the sole obligation of the City and the District after repairing or maintaining the Improvements shall be to adequately fill and compact any excavation to a grade determined by the City and the District, in their sole and absolute discretion.

7. **Waiver of Rights.** Grantor hereby waives any rights it may now or hereafter have to require the City or the District to repair, replace, restore or improve any portions of the Easement Area.

8. **Covenant Running with the Land.** The provisions of this Grant of Easement shall be binding on the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Property.

9. **Amendment.** This Grant of Easement shall not be released or amended without the prior written consent of the City and the District, which consent shall be evidenced by a document recorded in the Public Records of Broward County, Florida.

10. **Entire Agreement.** This Grant of Easement contains the entire agreement between the parties relating to the rights hereby granted and the obligations hereby assumed. Any oral representations or modifications concerning this Grant of Easement shall be of no force or effect.

11. **Recording.** The City shall record this Grant of Easement in the Public Records of Broward County, Florida.

12. **Enforcement.** Grantor, the City, and the District shall each have the right to enforce the terms of this Grant of Easement and the rights and obligations hereby created by the exercise of any rights and remedies provided under the laws of the State of Florida, including, without limitation, the right to sue for damages for breach, injunction, or specific performance.

SIGNATURE BLOCKS ON FOLLOWING PAGES

