

Prepared By and Return To:
Central Broward Water Control District
8020 Stirling Road
Hollywood, FL 33024
954-432-5110

Folio No.:

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT is granted this ____ day of _____, 20____, by _____, a _____ Company, whose address is _____, hereinafter referred to as "Grantor" to **CENTRAL BROWARD WATER CONTROL DISTRICT**, a political subdivision of the State of Florida, located at 8020 Stirling Road, (Davie) Hollywood, Florida 33024, hereinafter referred to as "District".

WITNESSETH:

That the Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey:

To District, its successors and assigns, a perpetual and non-exclusive drainage easement for the construction and maintenance of drainage facilities, together with any necessary appurtenances incidental and necessary thereto, over, across, upon and through a portion of the following described real property, owned in fee simple by the Grantor and located in the Central Broward Water Control District, County of Broward, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED ("Grantor's Property").

together with the right to construct, reconstruct, remove, maintain, operate, improve, add to and repair the drainage system and appurtenances contained therein.

The portion of Exhibit "A" comprising the easement is described in Exhibit "B", attached, ("Drainage Easement Area").

This Easement is subject to the following terms, conditions and covenants:

1. Although the easement granted to the District herein is non-exclusive, should any easements over the Drainage Easement Area be granted, subsequent to the date of this easement, the holder of any such subsequent easement shall be required to obtain approval from the District for the use of the Drainage Easement Area. Such approval by the District shall not be unreasonably withheld, denied or delayed.

2. Grantor acknowledges that the Drainage Easement Area will be used for drainage from Grantors property which is further described on Exhibit "A", attached hereto, and for drainage of property adjacent thereto.
3. No improvements, trees, landscaping or encroachments, including utilities, shall be placed within the Drainage Easement Area without the approval of and a permit from the District, which approval shall not be unreasonably withheld, denied or delayed.
4. The rights granted herein to the District may be released or modified by a written, recordable release or modification approved by the Grantor and executed by the District.
5. Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for construction, maintenance, and repair of all drainage facilities constructed within the Drainage Easement Area and that District shall have the right but not the obligation to construct, maintain, or repair said drainage facilities and Drainage Easement Area.
6. Grantor acknowledges that in the event the District incurs any expenses in constructing, maintaining or repairing the drainage facilities within the Drainage Easement Area, Grantor and Grantor's successors and assigns shall reimburse District for said expenses including attorney's fees and costs to collect said expenses. However, before incurring any expenses, except in an emergency, District shall provide written notice to Grantor at least five (5) working days prior to performing any work to construct, maintain or repair said drainage facilities. During this period of time, Grantor or Grantor's successors and assigns may perform the work proposed by District or notify District that Grantor will perform said work to District's requirements.
7. At the request of the Grantor, District shall provide an estoppel letter from time to time confirming whether any outstanding amounts are due by Grantor to District under this Easement.

NOTE: This Drainage Easement is subject to the terms and provisions of a Maintenance and Indemnification Agreement between the Grantor and District that will be recorded in the Broward County Public Records.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its proper officer, the day and year above written.

Signed, sealed and delivered in the presence of:

"Grantor"

Witness Signature

Witness Printed Name

By: _____

Witness Signature

Name and Title

Witness Printed Name

STATE OF FLORIDA)

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COUNTY OF BROWARD) The foregoing Drainage Easement was acknowledged before me this _____ day of _____, 20____ by _____ as _____ of _____, a _____ Company, as Grantor, who is personally known to me or has produced _____ as identification.

Witness my hand and official seal in the county and state last aforesaid this _____ day of _____, 20____.

(NOTARY SEAL OR STAMP)

NOTARY PUBLIC: