

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

Folio No.:

CANAL MAINTENANCE EASEMENT

THIS CANAL MAINTENANCE 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 canal maintenance easement for ingress, egress and access to and maintenance of an adjacent canal together with any appurtenances incidental and necessary thereto, over, across, through and upon the real property, owned in fee simple by 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").

for the purposes necessary, convenient or incidental to or in connection with the construction and operation of drainage system and appurtenances thereto. This easement is inclusive of the right to traverse with equipment across the eased area to accomplish said maintenance.

The portion of Exhibit "A" comprising the easement is described in Exhibit "B", attached, ("Canal Maintenance 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 easement over the Canal Maintenance 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 Canal Maintenance Easement Area. Such approval by the District shall not be unreasonably withheld, denied or delayed.
2. No improvements, trees, landscaping or encroachments including utilities shall be placed within the Canal Maintenance Easement Area without the approval of and a permit from District, which approval will not be unreasonably withheld or delayed.
3. 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.
4. Grantor acknowledges that Grantor and Grantor's successors and assigns shall be responsible for maintenance or repair of the Canal Maintenance Easement Area, including the canal bank slope and that District shall have the right, but not the obligation, to maintain or repair said Canal Maintenance Easement Area.
5. Grantor acknowledges that in the event the District incurs any expenses in maintaining or repairing the Canal Maintenance Easement Area or the adjacent canal area as a result of Grantor's failure to maintain or repair such area, Grantor and Grantor's successors and assigns shall reimburse District for reasonable 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 maintain or repair the Canal Maintenance Easement Area or the adjacent canal area. During such 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 in a reasonable period of time.
6. 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 Canal Maintenance 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:

WITNESSES:

GRANTOR

Signature

By: _____

Name
Address: _____

Name: _____

Title: _____

Signature

Name
Address: _____

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of person acknowledging) _____, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A CORPORATION:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date)_____by (name of officer or agent, title of officer or agent)_____, of (name of corporation acknowledging)_____, a (state or place of formation)_____corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification)_____ as identification.

(Continued on next page)

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of member, manager, officer or agent, title of member, manager, officer or agent) _____, of (name of corporation acknowledging) _____, a (state or place of formation) _____ limited liability company, on behalf of the company, who is personally known to me or who has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

FOR A PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (date) _____ by (name of partner or agent) _____, partner (or agent) on behalf of (name of partnership) _____ a partnership.

He / She is personally known to me or has produced (type of identification) _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)
