

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

Folio No.:

DRAINAGE, FLOWAGE AND STORAGE EASEMENT

THIS DRAINAGE, FLOWAGE AND STORAGE 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, Flowage and Storage Easement for the drainage, flowage and storage of stormwater, and construction and maintenance of a lake/pond, together with any necessary appurtenances incidental and necessary thereto, over, across and through the real property, owned by Grantor in fee simple and legally described in Exhibit "A" attached hereto and made a part hereof, ("Grantor's Property"), together with ingress and egress across said Drainage, Flowage and Storage Easement Area for the purpose of constructing, maintaining and repairing the lake/pond, drainage system and appurtenances contained therein and to make a proper and adequate drainage system that District, its successors and assigns may establish.

The portion of Exhibit "A" comprising the easement is described in Exhibit "B", attached,

("Drainage, Flowage and Storage Easement").

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, Flowage and Storage 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, Flowage and Storage Easement Area. Such approval by the District shall not be unreasonably withheld or delayed.
2. Grantor acknowledges that the Drainage, Flowage and Storage Easement Area will be used for drainage from Grantor's property and for drainage of property adjacent thereto.
3. No improvements, trees, landscaping or encroachments including utilities shall be placed within the Drainage, Flowage and Storage 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 the lake/pond and all drainage facilities constructed within the Drainage, Flowage and Storage Easement Area and that District shall have the right but not the obligation to maintain or repair said lake/pond, drainage facilities within the Drainage, Flowage and Storage Easement Area.
6. Grantor acknowledges and affirms that Grantor shall be responsible for maintaining the lake/pond bank slope located within the limits of the Exhibit "A" property and on the Exhibit "B" property from the Exhibit "B" property to the lake/pond deep cut line, which is defined as the bank slope beginning at three feet below the District's water control elevation. Any erosion or change in grade of the lake/pond bank slope from design grade within the limits of the Exhibit "B" property and lake/pond deep cut line shall be repaired/corrected by the Grantor to the satisfaction of the District.
7. Grantor acknowledges that in the event the District incurs any expenses in maintaining the lake/pond and/or drainage facilities within the Drainage, Flowage and Storage 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 maintain or repair said drainage facilities. During this period of time, Grantor and 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.

8. This Easement is subject to the Drainage, Flowage and Storage Easement Area remaining in perpetuity as a lake/pond area.

9. 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, Flowage and Storage 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 this presents to be signed in its name by their 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)
