

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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

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

\_\_\_\_\_  
Name and Title

**FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT, ANY PUBLIC OFFICER,  
TRUSTEE, OR PERSONAL REPRESENTATIVE:**

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)

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**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)

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**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)

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**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)

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