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

Folio No.:

LAKE MAINTENANCE EASEMENT

	THIS	LAKE MAINTENANCE EASEMENT is granted thisday 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 lake maintenance easement for ingress, egress and access to and maintenance of an adjacent lake/pond 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 for the purposes necessary, convenient or incidental to or in connection with the construction and operation of the 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, ("Lake 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 Lake 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 Lake 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 Lake 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 Lake Maintenance Easement Area including the lake/pond bank slope and that District shall have the right but not the obligation to maintain or repair said Lake Maintenance Easement Area.
- 5. Grantor acknowledges that in the event the District incurs any expenses in maintaining or repairing the Lake Maintenance Easement Area or the adjacent lake/pond 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 Lake Maintenance Easement Area or the adjacent lake/pond 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 Lake 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	Ву:	
Name	Name:	
Address:		
Signature		
Name		
Address:		

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF	
COUNTY OF	
The foregoing instrument was acknowled	edged before me by means of \square 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)
	(Carial repeat of any)
	(Serial number, if any)

FOR A CORPORATION:	
STATE OF	
COUNTY OF	
The foregoing instrument was acknowledg	ed before me by means of □ physical presence or
☐ online notarization, this (date)	by (name of officer or agent,
title of officer or agent)	
	, a (state
or place of formation)	corporation, on behalf of the corporation.
	(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)_____ (name of corporation _____, a (state or acknowledging)_____ 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 identificatio	n.					
-	(Signature of person taking acknowledgment)					
	(Name typed, printed or stamped)					
	(Title or rank)					
	(Serial number, if any)					