

Prepared by: Name: _____
Address: _____

Return to:
City Clerk, City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

Property appraiser's PIN: _____

UTILITY EASEMENT

(Water, Wastewater, and General Utilities)
(From a FL/Foreign Corp/LLC/Individual)

THIS UTILITY EASEMENT is made and entered into this ____ day of _____, 20____, by and between _____, a (FL/Foreign Corp/LLC/Individual) which has its principal place of business _____, hereinafter called the Grantor, and the **CITY OF COCONUT CREEK**, a Florida municipal corporation, which has a post office address of 4800 West Copans Road, Coconut Creek, Florida 33063, hereinafter referred to as Grantee:

WITNESSETH:

1. Grantor is the owner of fee simple title to a parcel of real property generally located at _____ [street address], _____ [city], in Broward County, Florida, as more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof (hereinafter the "Property") and is in possession thereof.

2. That, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants unto the Grantee, its successors and assigns, forever, a perpetual utility easement more particularly described in Exhibit "B," attached hereto and by this reference made a part hereof, for water purposes, wastewater purposes and for any other utility purposes that the Grantee may deem necessary, granting unto said Grantee full and free right and authority to install, construct, operate, maintain, repair, replace and reconstruct any utilities, as well as ingress and egress as Grantee may deem necessary over, across, through, in and under the Property situate, lying and being in Broward County, Florida.

3. Grantor shall not by its own actions, nor shall it permit another person or entity to

undertake any actions in the easement which disturb or damage the utilities placed or maintained by the Grantee in the easement. Nor shall Grantor construct or permit to be constructed anything which may hinder the ability of the Grantee to repair or replace utilities in the easement or to access the utilities in the easement. Further, the easement shall not contain permanent improvements including but not limited to patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, trees, shrubs, hedges, plants and landscaping, except that utilities, public improvements and sod are allowed. Grantor shall be responsible for any losses, claims, damages or penalties resulting from its failure to comply with this obligation.

4. The Utility Easement shall commence on the date first written above and shall remain in full force and effect until Grantee has abandoned the use or improvements set forth herein.

5. In the event the surface of any Utility Easement or Property is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the time the utilities were installed by the Grantee, however Grantee shall not be responsible for replacing any structures, landscaping, decorative features or other improvements placed in or over the easement area in violation of the requirements of this easement.

6. Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

7. Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

8. Florida law shall apply to all disputes as to the interpretation and use of this Utility Easement; and venue for any legal action shall be exclusively in Broward County Circuit Court.

[Signatures to follow]

IN WITNESS WHEREOF, GRANTOR, has caused this Utility Easement to be executed in its name, by its duly authorized officers, this _____ day of _____, 20____.

GRANTOR:

(Corp seal)

_____,
a _____ (FL/Foreign Corp/LLC/Individual)

ATTEST:

_____- Secretary

by: _____,
_____- Title
_____- Print Name

Witness 1:

Witness 2:

(Print/type/stamp name of witness)

(Print/type/stamp name of witness)

STATE OF _____

COUNTY OF _____

THE FOREGOING UTILITY EASEMENT was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____ by _____, _____ (name and title), of _____ (name of corporation/LLC), a _____ (state or place of original registration) corporation/LLC, who is personally known to me or has produced _____, (type of ID), as identification.

Notary Public-State of

(Print/type/stamp name of Notary Public)

MORTGAGEE CONSENT TO EASEMENT

This CONSENT is made as of the day of _____, 20__ by _____, (“Mortgagee”) the owner and holder of that certain mortgage recorded on _____, 20__ in Official Record Book _____, Page _____, and/or Instrument Number _____ of the Public Records of Broward County, Florida, (“Mortgage”), which Mortgage encumbers the real property legally described on Exhibit “A” attached hereto and made a part hereof (the “Property”).

Mortgagee consents to the Easement attached hereto as Exhibit “B” without in any manner releasing, satisfying or discharging the Mortgage, Assignment of Rents and Leases and Agreements Affecting Real Estate and Uniform Commercial Code Financing Statements with respect to the Property encumbered thereby. Mortgagee makes no warranty or any representation of any kind or nature concerning the Easement, any of its terms or provisions or the legal sufficiency thereof, and disavows any such warranty or representation. Mortgagee acknowledges that the Easement shall remain in full force and effect unless released by the City of Coconut Creek, Florida, and shall survive termination, foreclosure or satisfaction of the Mortgage.

IN WITNESS WHEREOF, the Mortgagee, by its duly authorized officer, has caused these presents to be signed in its corporate name, and its seal to be affixed hereto, this ____ day of _____ 20__.

MORTGAGEE:

_____,
a _____ corporation
(Insert state of incorporation)

(Corp seal)
ATTEST:

_____, Secretary

By: _____
_____, President

Witness:

(Print/type/stamp name of witness)

Witness:

(Print/type/stamp name of witness)

STATE OF _____

COUNTY OF _____

THE FOREGOING CONSENT was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___ by _____, _____ (name and title), of _____ (name of corporation/LLC), a _____ (state or place of original registration) corporation/LLC, who is personally known to me or has produced _____, (type of ID), as identification.

Notary Public-State of

(Print/type/stamp name of Notary Public)