

**THIS INSTRUMENT PREPARED BY  
AND RETURNED TO:**

Folio No.: \_

**For Recording Purposes Only**

**PUBLIC ART EASEMENT AGREEMENT**

**THIS PUBLIC ART EASEMENT AGREEMENT** (the “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_, having an address \_\_\_\_\_ Hollywood, FL, 33\_\_ (hereinafter referred to as the “GRANTOR”) and **CITY OF HOLLYWOOD, a Florida municipal corporation**, having an address at 2600 Hollywood Boulevard, Hollywood, FL 33020 and its heirs, successors and/or assigns (hereinafter referred to as the “CITY” or “GRANTEE”).

**RECITALS:**

- A. CITY has established an art in public places program, codified in Section 3.22 of the City’s Zoning and Land Development Regulations (“the Public Art Program”), to contribute to the aesthetic character of the built environment and the cultural enrichment of the community; and
- B. In accordance with the requirements of the Public Art Program, an artwork easement must be executed in the form provided by the CITY, when artwork is proposed to be placed on a new or existing City easement on private property; and
- C. The requirements of the Public Art Program promote the aesthetic values of the entire community by encouraging the preservation and protection of artwork; and
- D. GRANTOR is the fee simple title owner of certain real property located in Hollywood, Florida, more particularly described in Exhibit “A,” attached hereto and by reference made a part hereof (“Grantor’s Property”).
- E. GRANTOR proposes to install artwork on a portion of the Grantor’s Property along \_\_\_\_\_, consisting of approximately \_\_\_\_\_ square feet, as legally described and depicted in Exhibit “B,” attached hereto and made a part hereof (hereinafter the “Public Art Easement Property”).

- F. GRANTOR desires to dedicate and perpetually grant an easement on the Public Art Easement Property to the GRANTEE for the purpose of satisfying the Public Art Program, and for all uses and purposes incidental thereto.

**NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Grantor and Grantee agree as follows:**

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Agreement as if fully set forth herein.

2. **Grant of Easement.** GRANTOR conveys, grants, and warrants to GRANTEE, its successors and assigns an easement for the purpose of installing, maintaining, and exhibiting the artwork, approved pursuant to the Public Art Program, on and in the Public Art Easement Property (the "Artwork"). The Artwork shall not be demolished, moved, or altered in its exterior appearance by addition, reconstruction, alteration, or maintenance, unless approved by GRANTEE in accordance with the requirements of the Public Art Program.

3. **Costs Pertaining to this Easement.** GRANTEE shall not be responsible for any costs or liabilities related to the installation, operation, upkeep or maintenance of the Public Art Easement Property. The enforcement of its rights under this Easement shall not subject the GRANTEE to any liability for any damage or injury that may be suffered by any person on the Public Art Easement Property or as a result of the condition of the Public Art Easement Property. GRANTOR shall pay any and all real property taxes and assessments levied by competent authorities on the Public Art Easement Property.

4. **Improvements and Restoration.** GRANTOR, and its successors and assigns, shall not build, install, construct or create, or permit others to build, install, construct or create any improvements, buildings, fixtures, structures, facilities or any other obstructions (including fences or walls) on the Public Art Easement Property that may interfere with the operation of the Public Art Easement Property in satisfying the Public Art Program.

5. **Reservation of Entitlements and Development Rights.** Notwithstanding any terms of this Agreement to the contrary, GRANTOR covenants and agrees that the GRANTOR retains and reserves onto itself all development rights to the Public Art Easement Property and that the granting of the Public Art Easement shall not modify, amend, impact or change the existing zoning requirements or site development requirements (including but not limited to floor area ratio, lot coverage, setbacks, buffers, open/impervious space, or landscaping) for GRANTOR's Property. In addition, GRANTEE covenants and agrees that the requirements for all building and site permits for the Grantor's Property will not be modified, amended, impacted or changed because of granting of the Public Art Easement.

6. **Warranties and Representations.** GRANTOR does hereby warrant and represent to GRANTEE, that (a) it is lawfully seized and possessed of the Public Art Easement Property; (b) it has good and lawful title to Public Art Easement Property and the right to enter into this Agreement and convey the non-exclusive and perpetual rights granted herein to GRANTEE; and (c) any and all applicable corporate, partnership, trust or other required authorizations, approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate GRANTOR's execution and delivery of this Agreement. GRANTOR acknowledges and agrees that GRANTEE is materially relying upon the warranties and representation made by GRANTOR in this Agreement.

7. **Rights of the Grantor.** GRANTOR reserves all rights as owner of Grantor's Property, including the right to engage in uses of Grantor's Property that are not prohibited herein and which are not inconsistent with any of the GRANTEE's rules, regulations, criteria, Public Art Program and the intent and purposes of this Agreement. No right of access by the public to any portion of Grantor's Property is conveyed by this Easement.

8. **Indemnification.** GRANTOR agrees to indemnify, defend and hold harmless GRANTEE from and against all claims and liabilities caused by or arising out of (a) GRANTOR's breach of any of its obligations, covenants or warranties contained herein or (b) GRANTOR's acts or omissions with regards to this Agreement and the Public Art Easement Property, except in each case to the extent such claims or liabilities may be due to or caused by the negligence or willful misconduct of the GRANTEE. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by CITY of any immunity to which it is entitled by law, including but not limited to the CITY's sovereign immunity as set forth in Section 768.28, Florida Statutes.

9. **Covenants Running with the Land.** This Agreement, and the rights and interests created herein, shall run in perpetuity with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective, heir, successors and assigns.

10. **Severability.** If any provision of this Agreement shall be invalid or shall be determined to be void by any court of competent jurisdiction, then such provision or determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

11. **Miscellaneous.** This Agreement shall be construed under the laws of the State of Florida. GRANTOR shall, at GRANTOR'S cost and expense, record this Agreement and any amendments hereto in the Public Records of Broward County, Florida. This Agreement may only be

modified, supplemented or revised in writing signed by the parties, or their successors or assigns, and any modification shall be effective only upon recordation in the Public Records of Broward County, Florida.

**IN WITNESS WHEREOF**, the undersigned have caused these presents to be executed by its duly authorized officer or representative as of the day and year written below their signature.

**WITNESSES:**

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing document on behalf of the corporation and partnership, and who is [ ] personally known to me or who has [ ] produced \_\_\_\_\_ as identification, by means of physical presence or [ ] online notarization.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Florida

Print Name of Notary

Commission No. \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**WITNESSES:**

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

\_\_\_\_\_  
City Attorney

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **CITY OF AVENTURA, a Florida municipal corporation**, and who is [ ] personally known to me or who has [ ] produced \_\_\_\_\_ as identification, by means of physical presence or [ ] online notarization.

[SEAL]

**GRANTEE:**

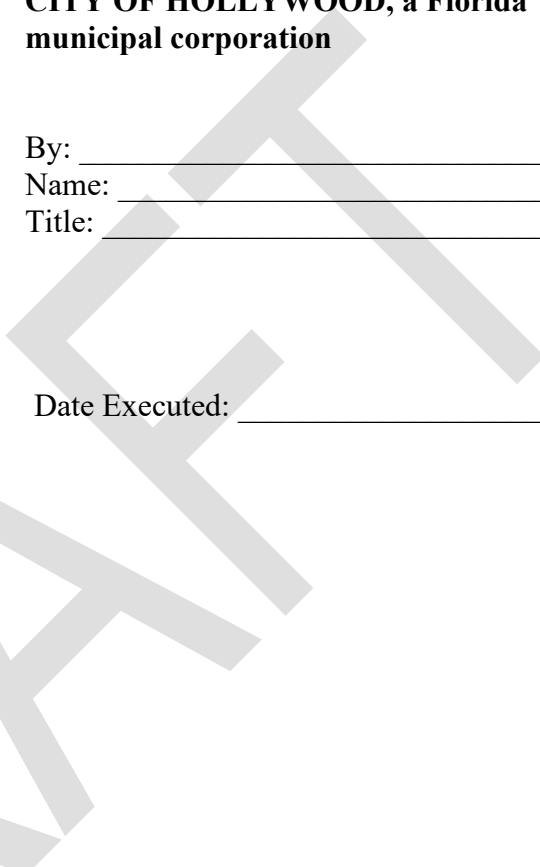
**CITY OF HOLLYWOOD, a Florida  
municipal corporation**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_



\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print Name of Notary

\_\_\_\_\_  
Commission No. \_\_\_\_\_

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**[Legal Description for the Grantor's Overall Property]**

DRAFT

**EXHIBIT “B”**

**[Description and Sketch of Public Art Easement Property]**

DRAFT