

Prepared by:
Alan Fallik
Deputy City Attorney
City of Hollywood
2600 Hollywood Blvd., Room 407
Hollywood, FL 33020

EASEMENT

THIS INDENTURE made this _____ day of _____, 2015, by the North Beach Condominium Association, Inc. (the "first party"), whose mailing address is 1941 NW 150 Avenue, Pembroke Pines, Florida 33028, to the CITY OF HOLLYWOOD (the "second party"), FLORIDA, a municipal corporation whose mailing address is 2600 Hollywood Blvd., Hollywood, FL 33020;

(Wherever used herein, the terms, "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, wherever the context so admits or requires.)

W I T N E S S E T H:

WHEREAS, the first party is the owner of property located at 4201 North Ocean Drive, in Hollywood and situate in Broward County, Florida, described as follows (the "Property"):

A portion of Lot 5, Block 181, HOLLYWOOD CENTRAL BEACH, according to the plat thereof, as recorded in Plat Book 4, Page 20, of the public records of Broward County, Florida, more specifically described as follows:

Beginning at the Southeast corner of Lot 5; thence north along said West line a distance of 15 feet; thence southeasterly to a point on the south line of said Lot 5 a distance of 15' from the west line of said Lot 5; thence run West on the South line of said lot 5 a distance of 15 feet to the Point of Beginning.

;and

WHEREAS, the second party desires a permanent easement on, over and across the Property for the purpose of installing, operating and maintaining a Camera Pole and associated camera equipment (the "Pole") on, over and across the Property; and

WHEREAS, the first party is willing to grant such easement;

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and good and valuable consideration, the first party does hereby grant unto the second party, its successors and assigns, a permanent camera pole easement on, over and across the Property with full and free right and authority to access, install, repair, upgrade and maintain the camera pole and associated equipment on the Property to allow access, and for such other appropriate purposes as may be incidental thereto.

THIS EASEMENT is subject to the following conditions:

1. The first party shall allow the City to connect to the lift station electrical service serving the property owner's lot to feed the camera equipment at no charge.

2. The second party shall relocate the property owner's flag pole to a nearby location on the condominium site.

3. The camera pole shall be an aluminum pole with a painted finish.

IN WITNESS WHEREOF, the first party has caused these presents to be duly executed in his/her name and attested by proper witnesses the day and year first above written.

WITNESSES: North Beach Condominium, Inc.

Sign: _____
Print: _____, Manager

Sign: _____
Print: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____, _____, by _____, as Manager of North Beach Condominium, Inc.

Notary Public
Print: _____
Commission No.: _____

My commission expires:

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____