

Prepared by:  
City Attorney's Office  
400 S. Federal Highway  
Hallandale Beach, FL 33009

PERMANENT EASEMENT  
AGREEMENT

THIS INDENTURE made this day of \_\_\_\_\_, 20\_\_ between City of Hollywood, Florida, (" Grantor"), record owner of a certain parcels 2, 3 and 4 Three Islands 3<sup>rd</sup> Section, P.B. 111, PG. 16, B.C.R. upon which a 15-foot wide easement will be placed that is located at N. ½ of Section 23, Township 51 South, Range 42 East City of Hollywood Beach, Broward County, FL 33009 and the CITY OF HALLANDALE BEACH, ("Grantee") a municipal corporation located at 400 S. Federal Highway, Hallandale Beach, Florida 33009, (collectively "Parties"):

**Recitals**

**WHEREAS**, Grantor owns real property as described below, in, on, through, over, under, and across which the Improvements will be located or pass; and

**WHEREAS**, the design of the Three Islands Boulevard, Parkview Drive and Leslie Drive Water Main Improvement Project provides for the installation of a new 20-inch, 16-inch and 12-inch potable water main system located in the City of Hallandale Beach, Florida. The proposed potable water main system will provide a new 20-inch water main on Three Islands Boulevard from Hallandale Beach Boulevard north to NE 11th Street. The project will also provide a new 16-inch water main from the intersection of Three Islands Boulevard and Parkview Drive to the north end of Parkview Drive and then west from Parkview Drive to the intersection of Three Island Boulevard and NE 11th Street. The section of the proposed 16-inch water main (transmission only) that runs from the north end of Parkview Drive west to Three Islands Boulevard will be installed within the limits of the City of Hollywood, Florida.

**WHEREAS**, the Parties have agreed to enter into this agreement ("Easement Agreement") for the granting of a permanent easement for the purposes of the project described above.

NOW, THEREFORE, in consideration in the sum of TEN DOLLARS (\$10,00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

W I T N E S S E T H:

1. **Conveyance of Easement.** Grantor hereby grants to Grantee a perpetual, permanent easement or right of way to enter, occupy, and use the real property legally described below to construct, reconstruct, use, operate, maintain, repair, patrol, replace, upgrade, or remove City utilities ("Improvements") under and across such real property ("Permanent Easement"). The "Permanent Easement" shall be as described in **Exhibit "A"**, attached hereto and incorporated herein.
2. **Duration.** The duration of this Easement Agreement shall be permanent and only upon removal by Grantee or a third party authorized by Grantee will this easement become null and void and the easement interest herein conveyed shall revert to the Grantor.
3. **Public Purpose.** This Easement Agreement is made at the request of Grantee for the public purpose of water main improvements.
4. **Ingress and Egress Rights.** Grantee has perpetual rights to ingress and egress in, through, to, over, under, and across Permanent Easement for access to and from any roads, and all areas necessary for access to the Permanent

Easement. Grantor shall not stop, hinder, or impede construction of or access to such additional Improvements, or limit the same within the Permanent Easement.

5. **Damage to Property.** In the event that the Grantee, including its employees, or Grantee's contractors, if any, wrongfully or negligently cause damage to property of the Grantor while exercising its rights pursuant to this Easement Agreement, Grantee shall promptly remedy such damages and repair such damaged property to a condition reasonably similar to that which existed before the damage was caused.
6. **Indemnification.** To the extent permitted by law, Grantee agrees to indemnify and hold harmless Grantor for claims or actions imposed or incurred by Grantor only in connection with claims by third parties for bodily injury or property damage which solely arises, relates or pertains to the Grantee's negligence in the exercise of its rights pursuant to this Easement Agreement, subject to the limits of Florida Statute 768.28.
7. **Insurance Coverage.** Grantor acknowledges that insurance coverage and indemnification are not provided by Grantee but may be provided by a third party. Grantor shall give notice of claims, if any, to both Grantee and the third party. This indemnification and hold harmless agreement shall not be effective as to any loss attributable to the negligence or willful act of Grantor, its officers, employees, officials, residents, invitees, and licensees.
8. **Notifications.** In the event that Grantor initiates any improvements, construction, or any other action that may impact the Easement Area, Grantor shall provide Grantee with reasonable notice.
9. **Sovereign Immunity.** Nothing in this Easement Agreement is intended to serve as a waiver of Grantee or Grantor's Sovereign Immunity pursuant to F.S. 768.28, or of any other immunity, defense, or privilege enjoyed by the parties. Nothing in this Easement Agreement shall be construed as consent by the parties to inure to the benefit of or be sued by third parties in any matter arising out of this Easement Agreement or any other contract.
10. **Waiver.** The failure of Grantee or Grantor to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of Grantee or Grantor in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed or constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by the Grantee or Grantor of any default hereunder shall in any manner be construed as constituting a waiver of such default.
11. **Governing Law and Jurisdiction.** This Easement Agreement shall be construed in accordance with the laws of the State of Florida, the City of Hallandale Beach Charter and Code of Ordinances, Rules, and Regulations. In the event of litigation, venue and jurisdiction for any litigation arising hereunder shall be in Broward County, Florida. Grantors and Grantees, present and future, hereby and forever waive a trial by jury. Parties agree to venue in Broward County, Florida.
12. **Binding Effect.** Each and every one of the benefits and burdens of this Easement Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents and assigns of the Parties.
13. **No Third-Party Beneficiaries.** Except as expressly provided otherwise, this Easement Agreement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right.
14. **Severability.** The provisions of this Easement Agreement are severable. Illegality or unenforceability or any provision herein shall not affect the validity or enforceability of the remaining provisions in this Easement Agreement.

15. **Incorporation of Exhibits.** All exhibits described in and attached to this Easement Agreement are herein incorporated by reference.
16. **Notice.** Any notice provided in accord with this Easement Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party’s address as shown below or to the property owner of record (“Notice”). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.

Grantor:  
City of Hollywood, Florida  
Office of the City Manager, Room 419  
2600 Hollywood Blvd.  
Hollywood, FL 33020

Grantee:  
City of Hallandale Beach  
City Manager’s Office  
400 S. Federal Highway  
Hallandale Beach, Florida 33009

17. **Entire Agreement.** This Easement Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Easement Agreement for water main improvements and signed by the Parties.

**IN WITNESS WHEREOF**, the Grantor, City of Hollywood, Florida has set his/her hand and seal as of the date first above written.

**Grantee:**

\_\_\_\_\_

Jeremy Earle  
City Manager  
City of Hallandale Beach

Affirmed:

\_\_\_\_\_

City Clerk

[Seal]

**Grantor:**

By: \_\_\_\_\_  
Grantor’ Signature

\_\_\_\_\_

Print Grantor’s Name

\_\_\_\_\_

Grantor’s Title

Affirmed:

\_\_\_\_\_

City Clerk

[Seal]