

Return to:
Public Works and Environmental Services Department
Attn: Stephanie Roche
115 S. Andrews Ave., Room A600
Fort Lauderdale, Florida 33301

Prepared by:
Alexis I. Marrero Koratich
Office of the County Attorney
115 S. Andrews Ave., Suite 423
Fort Lauderdale, Florida 33301

Folio Number: [REDACTED]

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT AGREEMENT

This Perpetual Beach Storm Damage Reduction Easement Agreement ("Easement Agreement") is given this [REDACTED] day of [REDACTED], 20[REDACTED] ("Effective Date"), by [Insert Name of Grantor(s) e.g., John Doe or John Doe and Jane Doe], [Insert marital status of Grantor(s), e.g., a single man, a single woman, a married man, a married woman, husband and wife] ("Grantor"), whose address is [XXX Street Name, City, Florida, XXXXX], in favor of Broward County, a political subdivision of the State of Florida ("Grantee"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

(Wherever used herein the terms, "Grantor" and "Grantee" shall include heirs, legal representatives, successors, and assigns).

RECITALS

- A. Grantor is the fee simple owner of the following property located in Broward County, Florida (the "Property"), which is more particularly described in Exhibit A attached hereto and incorporated herein (the "Easement Area").
- B. Grantor is willing to grant the Easement, as hereinafter defined, to Grantee under the terms herein.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

- 1. The recitals set forth above are true and accurate, and fully incorporated by reference herein.
- 2. Grantor hereby grants, bargains, and conveys unto Grantee, its representatives, agents, contractors, successors, and assigns, a perpetual, assignable, nonexclusive easement and right-of-way in, on, over, across, under, and through the Easement Area for the purpose of constructing, preserving, patrolling,

operating, maintaining, repairing, rehabilitating, and replacing a public beach, dune system, and other erosion control and storm damage reduction measures, together with appurtenances thereto, including the right to deposit sand; accomplish alterations of contours; construct berms and dunes; nourish and renourish periodically; move, temporarily store, and remove equipment and supplies; erect and remove temporary structures; facilitate preservation of the beach, dunes, and vegetation; remove debris, obstructions, vegetation, structures, and other obstacles within the Easement Area; perform all work necessary or incidental to the construction, periodic renourishment, operation, maintenance, repair, rehabilitation, and replacement of Segment II of the Broward County Shore Protection Project (the "Project"); and provide for public use and access within the Easement Area. All rights granted herein are collectively referred to as the "Easement."

3. Grantor agrees that no structures, improvements, vegetation, landscaping, or other obstructions that would interfere with the construction, preservation, patrol, operation, maintenance, repair, rehabilitation, replacement, periodic nourishment, or renourishment of the Project, or with public use and access authorized by this Easement Agreement, shall be placed or maintained within the Easement Area without the prior written consent of Grantee.
4. Grantee shall, at its sole cost and expense, restore those portions of the Easement Area disturbed during maintenance activities to a condition reasonably consistent with the design and function of the Project.
5. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Easement Agreement.
6. Grantor reserves unto itself, and its heirs, successors, and assigns, all rights and privileges in and to the Easement Area that may be used and enjoyed without interfering with or abridging the rights granted to Grantee under this Easement Agreement, including Grantee's right to construct, preserve, patrol, operate, maintain, repair, rehabilitate, replace, periodically nourish and renourish the Project, and to provide for public use and access within the Easement Area.
7. This Easement Agreement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
8. This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. This Easement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept

that jurisdiction of any controversies or legal problems arising out of this Easement Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Easement Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.

10. Grantee, at its own expense, shall record this fully executed Easement Agreement in its entirety in the Official Records of Broward County, Florida.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has signed and sealed this Easement Agreement on the respective date under its signature and certifies that he/she has the authority to execute this Easement Agreement.

GRANTOR

Witness #1:

Signature

Print Name of Witness

Address: _____

Witness #2

Signature

Print Name of Witness

Address: _____

By: _____
Signature [Insert signature of Grantor]

Print Name [Insert print name of Grantor]

____ day of _____, 20____

By: _____
Signature [Insert signature of Grantor]

Print Name [Insert print name of Grantor]

____ day of _____, 20____

ACKNOWLEDGMENT

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

The foregoing Easement Agreement was acknowledged before me, by means of (check one) [] physical presence or [] online notarization, this ____ day of _____, 20____, by _____, who (check one) [] is personally known to me or [] has produced a valid _____ as identification [IF MORE THAN ONE GRANTOR], and by _____ who (check one) [] is personally known to me or [] has produced a valid _____ as identification.

[Notary Seal]

Print Name: _____
Notary Public, State of _____
Commission Number: _____
Commission Expires: _____

**EXHIBIT A
EASEMENT**

[Insert Legal of Easement Area]