**This instrument was prepared by/**

**Record and return to:**

Eduardo M. Soto, Esq.

Weiss Serota Helfman Cole & Bierman, P.L.

2525 Ponce de Leon Blvd., Suite 700

Coral Gables, Florida 33134

Parcel Folio Number: 5042-35-10-0010

**DRAINAGE AND CROSS ACCESS EASEMENT AGREEMENT**

**THIS DRAINAGE AND ACCESS EASEMENT AGREEMENT (“Agreement”)** dated \_\_\_\_\_\_\_\_\_\_\_, 2016 is made by and between **DERECKTOR-GUNNELL, INC.** a Florida corporation (“**Grantor**”), whose address is 775 Taylor Lane, Dania Beach, Florida 33004, and the **CITY OF DANIA BEACH**, a municipal corporation of the State of Florida, having an address at 100 W. Dania Beach Blvd., Dania Beach, Florida 33004 (the “**Grantee**”).

**RECITALS**

Grantor is the owner of that certain parcel of real property located in the City of Dania Beach, Broward County, Florida described in **Exhibit A** attached to this Agreement (the “**Derecktor Parcel**”).

In connection with the improvements being made on Taylor Lane, Grantee wishes to install certain drainage improvements on the Derecktor Parcel.

Grantor is willing to enter into this Agreement granting and easement over and across the Derecktor Parcel for the installation, operation, and maintenance of stormwater drainage lines as set forth below.

**AGREEMENT**

In consideration of the mutual promises and agreements set forth, and for Ten Dollars and other good and valuable consideration, Grantor and Grantee hereby agree as follows.

1. **Recitals**. The Recitals set forth above are correct and are made a part of this Agreement.
2. **Ownership of Parcels**. Grantor represents that it is the owner of the Derecktor Parcel, and that it has full right and authority to grant the easements set forth in this Agreement without the joinder of any other party.
3. **Grants of Easements.** Grantor hereby grants the following easements to the Grantee:
   1. **Drainage Easement**. An easement for stormwater drainage (“**Drainage** **Easement**”) over, across, and under the Derecktor Parcel for the installation of catch basins, drain pipes, yard drains, and related improvements (collectively, “**Improvements**”) in the locations shown on **Exhibit B** tothis Agreement (“**Drainage** **Easement Areas**”)
   2. **Ingress, Egress and Access Easements.** An easement over, across and under the Derecktor Parcel (“**Access Easement**”) as reasonably necessary for ingress, egress and access for purposes of installing, inspecting, maintaining, repairing, and replacing the Drainage Improvements.
4. **Use of Easements.** The Access Easement granted by this Agreement may be used by Grantee and by its licensees, employees, agents, contractors, and representatives for purposes of entering upon the Derecktor Parcel as reasonably necessary for excavating, constructing, installing, inspecting, maintaining, repairing, and replacing the Improvements.
5. **Installation of Improvements.** Grantee will be the party responsible for installation of the Improvements. Grantee agrees to install the Improvements in a good and workmanlike manner, in accordance with all applicable governmental requirements.
6. **Maintenance of Improvements.** Grantee will be responsible for the maintenance, repair, and replacement of the Improvements.
7. **No Obstructions to Easement Areas.**  Grantor agrees to keep the Drainage Easement Areas on the Derecktor Parcel free and clear of trees, undergrowth, and other obstructions that may interfere with the location, excavation, construction, operation, or maintenance of the Improvements. Grantor agrees that it will not construct any building or other structure over the Drainage Easement Areas that may interfere with location, excavation, construction, operation, or maintenance of the Improvements.
8. **Attorneys’ Fees and Costs.** In connection with any litigation arising out of this Agreement, the prevailing party is entitled to recover all costs incurred, including reasonable attorneys’ fees. Venue for any litigation arising under this Agreement will be in Broward County, Florida.
9. **Ownership of Derecktor Parcel.** Grantor represents that it is the owner of fee simple title to the Derecktor Parcel, and has full right and authority to enter into this Agreement without the joinder of any other party.
10. **Covenant Running with the Land.** This Agreement is a covenant running with the land and will be binding upon Grantor, Grantee and their respective successors and assigns.

This Agreement has been executed on the date set forth above.

**[SIGNATURE BLOCKS ON FOLLOWING PAGES]**

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| **Witnesses:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **DERECKTOR-GUNNELL, INC.**  a Florida corporation  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ACKNOWLEDGMENT**

STATE OF FLORIDA )

)

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2016, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of DERECKTOR-GUNNELL, INC. a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification.

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| NOTARY SEAL | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Notary Public, State of Florida  Print name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  My commission expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| **Witnesses:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **CITY OF DANIA BEACH**, a municipal corporation of the State of Florida  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Mayor |

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of execution: \_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 2016

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

Approved as to form and correctness:

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

Thomas J. Ansbro, City Attorney

**Exhibit A**

**Derecktor Parcel**

Parcel A, of DERECKTOR’S SOUTH, according to the Plat thereof, as recorded in Plat Book 89, at Page 21, of the Public Records of Broward County, Florida.

**Exhibit B**

**Sketch and Legal Description of Drainage Easement Areas**