

**This instrument prepared by:**

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Folio Number \_\_\_\_\_

**GRANT OF UNDERGROUND EASEMENT FOR RESIDENTIAL PROPERTIES**

**THIS GRANT OF UNDERGROUND EASEMENT** dated \_\_\_\_\_, 2017, is made by \_\_\_\_\_ (“**Grantor**”), whose mailing address is \_\_\_\_\_, and **BAL HARBOUR VILLAGE**, a Florida municipal corporation (“**Village**”), whose mailing address is 655-96th Street Bal Harbour, Florida 33154.

**RECITALS**

Grantor is the sole owner and holder of the underlying fee title to certain real property located in Bal Harbour Village, Miami-Dade County, Florida, and more particularly described in **Exhibit A** attached to and made a part of this Grant of Underground Easement (the “**Property**”).

The Property includes a private street as shown in the RESIDENTIAL SECTION OF BAL HARBOUR, according to the Plat thereof recorded in Plat Book 44, Page 98, of the Public Records of Miami-Dade County.

Under Florida law, Grantor is the owner and holder of the underlying fee title to the portions of \_\_\_\_\_ Drive abutting the Property, up to the centerline of the street, as more particularly described in attached **Exhibit B** (the “**Underground Easement Parcel**”).

Grantor has agreed to grant to Village a perpetual underground easement on, over, across and under the Underground Easement Parcel for the construction, installation, maintenance, repair, removal and replacement of all utility facilities and related accessory uses (“**Underground Facilities**”) owned, operated, or maintained by Village now or at any time in the future.

**AGREEMENT**

1. **Grant of Easement.** For Ten Dollars and other good and valuable consideration, the receipt of which is acknowledged by Grantor, Grantor hereby grants to Village a perpetual non-exclusive easement (“**Easement**”) upon, over, across, and under the Underground Easement Parcel for the construction, installation, inspection, operation, maintenance, repair, replacement, and removal of Underground Facilities. Grantor acknowledges that the Easement will be utilized by Village and its employees, agents, contractors, successors and assigns.
2. **Ingress and Egress.** The Easement hereby granted includes a right of ingress and egress, and grants to Village and its employees, agents, contractors, successors and assigns, full

right and authority to enter upon and excavate the Underground Easement Parcel for the purposes set forth in this instrument.

3. **Temporary License.** Grantor also grants Village a license to temporarily locate equipment on portions of the Property adjacent to the Easement Area to the extent reasonably necessary for Village to carry out the construction, installation, inspection, operation, maintenance, repair, replacement, and removal of Underground Facilities. Village shall only use the temporary license hereby granted in a manner that does not adversely impact Grantor's use and enjoyment of its property.
4. **Village's Use of Easement.** Village shall have the right to do all things necessary, useful or convenient for the maintenance of the Easement and for the construction, installation, inspection, operation, maintenance, repair, replacement, and removal of Underground Facilities in the Easement so long as those activities do not unreasonably interfere with Grantor's use of its property.
5. **Quiet Enjoyment of Easement.** Grantor represents that it is lawfully seized and possessed of the Underground Easement Parcel, and that Grantor has the right to enter into and convey the Easement. Grantor covenants that Village shall have quiet and peaceful possession, use and enjoyment of the Easement.
6. **Restoration of Underground Easement Parcel.** Upon completion of any work by Village in the Underground Easement Parcel, Village shall restore the Underground Easement Parcel and any affected portions of the Property to the condition existing prior to the utility work, at no cost or expense to Grantor, unless such restoration is required due to the acts or omissions of Grantor. In exercising its rights hereunder, Village will use reasonable efforts to minimize any impacts to Grantor's ongoing activities on the Property. At no time will the Village's activities on the Underground Easement Parcel interfere with ingress or egress to and from the Property by residents, guests, employees and invitees.
7. **Indemnification.** To the extent permitted by law, Village agrees to indemnify and hold Grantor harmless from and against any and all damages, liabilities, fees and costs arising out of the exercise of Village's rights under this Grant of Easement.
8. **Services in the Underground Easement Parcel.** The Underground Easement hereby granted is intended to include all mechanical, electronic, energy, water and sewer services which may now or in the future be considered utilities.
9. **Covenant Running with the Land.** This Grant of Easement is a covenant running with the land and is binding upon and inures to the benefit of Grantor and Village and their respective successors and assigns.
10. **Rights Reserved.** The easement rights and temporary license granted herein are non-exclusive in nature and are subject to all matters of record. Grantor shall have the right to use the Property, or any portion thereof, or any property of Grantor adjoining the Property

for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of Village.

11. **Amendment or Termination.** This Grant of Easement may be amended, modified or terminated only by a written instrument signed by both parties or their respective successors and assigns, which instrument will only become effective when recorded in the Public Records of Miami-Dade County, Florida.
12. **Governing Laws.** The laws of the State of Florida will govern the interpretation, validity, performance and enforcement of this Grant of Easement. Venue for any action brought under this Grant of Easement will be in Miami-Dade County, Florida.

**[SIGNATURE BLOCKS ON FOLLOWING PAGES]**

This Grant of Underground Easement has been executed by the Grantor on the date set forth on the first page of this Agreement.

**WITNESSES:**

**GRANTOR:**

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_

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

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_ who \_\_\_\_\_ are personally known to me or \_\_\_\_\_ have produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**EXHIBIT A**

Lot \_\_\_\_, Section \_\_\_\_, RESIDENTIAL SECTION OF BAL HARBOUR, according to the Plat thereof recorded in Plat Book 44, Page 98, of the Public Records of Miami-Dade County.

**EXHIBIT B**