

This instrument prepared by:

Maria V Currais, Esq.
Weiss Serota Helfman Cole & Bierman P.L
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134
Telephone: 305.854.0800

Folio Number _____

**GRANT OF UNDERGROUND EASEMENT
ON RESIDENTIAL PARCELS**

THIS GRANT OF UNDERGROUND EASEMENT dated _____, 20____,
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 at _____
_____ 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 Underground Easement.** Subject to the restrictions and limitations set forth herein and
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 solely for the underground
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 access to or 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 access to or 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 Underground 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 Underground 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 Underground 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 Underground Easement. Venue for any action brought under this Grant of Underground Easement will be in Miami-Dade County, Florida.

13. **Above Ground Structures.** No building, structures, barriers, or other above ground improvements may be built by the Village across the Underground Easement Parcel; provided however, nothing in this Grant of Underground Easement shall be construed as prohibiting the installation of meters, manhole covers, and other ancillary structures needed for the operation, access, or maintenance of any of the Underground Facilities all of which are specifically allowed to be installed and located on the surface area above the Underground Easement Parcel.
14. **Use of the Above Ground Area.** Grantor may continue to use the surface area above the Underground Easement Parcel which is not presently being used as a street for driveway and landscaping (e.g., planters) as exists on the date of this Grant of Underground Easement so long as such uses do not interfere with the Village's access and use of the Underground Easement Parcel.
15. **Insurance of Underground Facilities.** Village shall at all times insure all Underground Facilities in the same manner as it presently does for any other underground facilities installed by the Village. The Village shall maintain the Underground Easement Parcel in good condition; provided however the Village shall not be responsible to maintain or repair any driveways, landscape areas, or such other items Grantor has installed, constructed or placed on the surface of the Underground Easement Parcel.
16. **Mineral Rights.** This Grant of Underground Easement does not hereby convey unto the Village the right to any mineral rights located on, in or under the Underground Easement Parcel unless such rights are already held by the Village in which case the Village retains such rights.
17. **Public Rights to the Underground Easement Parcel.** Although the Underground Facilities will provide service to more individuals than just the Grantor, nothing contained in this Grant of Underground Easement is intended to evidence of be, or shall ever be construed or interpreted as, a dedication of any right or interest in or to the public, nor give any member of the public any rights of interest whatsoever under this Grant of Underground Easement.
18. **Matters of Record.** This Grant of Underground Easement is subject to all matters of record affecting the Underground Easement Parcel as of the date hereof none of which are sought to be reimposed. In no event shall the Underground Easement Parcel or any part thereof be used by the Village for any purpose in violations of applicable ordinances, laws, or regulations.

[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
LEGAL DESCRIPTION OF PROPERTY

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
LEGAL DESCRIPTION AND SURVEY OF UNDERGROUND EASEMENT PARCEL