

Partnership

UTILITY MAINTENANCE LICENSE

Name (GRANTOR) _____

GRANTOR Address: _____

Lease/ Sublease Agreement
Name and Date: _____

This LICENSE made between GRANTOR and Broward County, a political subdivision of the State of Florida, the GRANTEE, whose address 2555 West Copans Road, Pompano Beach, Florida 33069.

WITNESSETH

WHEREAS, GRANTOR, is the lessee of property owned by Broward County under the above referenced Lease Agreement (the "Leased Land"), and

WHEREAS, GRANTEE desires unrestricted access for water mains and/or wastewater gravity mains and/or wastewater force mains and/or reclaimed water mains and for any other water and wastewater installations which might be required for the purpose of providing water supply service for domestic or other use and for the collection of domestic or other kinds of wastewater to and from properties inclusive of the Leased Land which may or may not abut and being contiguous to the Leased Land; and

WHEREAS, GRANTOR is willing to grant such access, and

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar (receipt acknowledged by GRANTOR) and other good and valuable considerations, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, through its (GRANTEE'S) employees, agents, contractors, or other designated persons, full and free right and authority to construct, maintain, repair, install, and rebuild water and/or wastewater facilities within the Leased Land as more specifically described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof and GRANTOR hereby grants to GRANTEE access rights in, over, under, through, upon and/or across the above the Leased Land for the term of the above referenced Lease Agreement for the purpose of providing water supply service for domestic or otherwise and for the collection of domestic or other kinds of wastewater to and from properties or lands inclusive of the Leased Land.

GRANTEE has approved the existing and proposed above ground structures, asphalt, paving, landscaping, walls, fences, underground piping, underground structures, duct banks, transformers, poles, retention areas, pavers, electric, cable, and other utility facilities within the area described in Exhibit "A" and Exhibit "B" to the extent said improvements are shown on the plans and drawings presented to and approved by GRANTEE. Except as permitted above, GRANTOR agrees that no obstructions that would preclude maintenance or improvement of GRANTEE's facilities may be placed in the area described in Exhibit "A" and Exhibit "B" by GRANTOR or any other entity without GRANTEE's consent. In the exercise of its rights hereunder, GRANTEE shall, at its sole cost and expense, restore the surface of the area described in Exhibit "A" and Exhibit "B" to the same condition which existed prior to the commencement of any such access, maintenance, or repair.

(signed on the following page)

IN WITNESS WHEREOF GRANTOR has caused its partnership name to be hereunto signed by its proper representative thereunto duly authorized.

Partnership Name: _____

Signature: _____

Type Name: _____

Title: _____

Address: _____

WITNESSES

Witness One
Signature: _____

Witness Two
Signature: _____

Witness One
Typed Name: _____

Witness Two
Typed Name: _____

ACKNOWLEDGEMENT

State of: _____

Date: _____

County of: _____

The foregoing instrument was acknowledged before me this date by _____

, partner (or agent) of the above named partnership on behalf of the partnership. He/ she

_____ Type of Identification Produced: _____

Notary Signature: _____

(NOTARY SEAL)
(not required if digitally signed by Notary)

Type Name: _____