

## EASEMENT AGREEMENT

THIS INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, by and between **[insert property owner(s)]** whose mailing address is **[insert mailing address]** (hereinafter referred to as "GRANTOR") and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (hereinafter referred to as "GRANTEE").

### WITNESSETH:

WHEREAS, GRANTOR is the fee simple owner of certain real property (hereinafter "the Premises") located in **[insert county]** County, Florida, as more particularly identified in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, GRANTEE desires to use the Premises for the purpose of **[insert description of site activities]**; and

WHEREAS, the GRANTEE's actions on the Premises are taken in an attempt to **[insert benefit of site activities]** in the area of the GRANTOR's property; and

WHEREAS, GRANTOR desires to grant to GRANTEE an easement for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, GRANTOR hereby grants to GRANTEE, its legal successors and assigns, an easement in and upon the Premises described above.

GRANTOR and GRANTEE agree that this Easement shall be subject to the following terms and conditions:

1. The terms of the Easement shall be **[insert duration]** years from the date of full execution of this Easement.
2. GRANTOR agrees that GRANTEE and its agents and servants shall have the right and privilege of ingress and egress to and from the Premises and over and across GRANTOR's land to effect the purposes of this Easement.
3. GRANTOR hereby warrants and guarantees its fee title in the Premises; and GRANTOR warrants and guarantees that it has the power and authority to grant this Easement.
4. GRANTOR hereby grants to GRANTEE, its agents, servants and assigns, the right, privilege and license to use the Premises to locate, construct, install, operate, inspect, alter, improve, maintain, repair, remove, and rebuild **[insert description of components]** on the Premises; and attain ingress and egress to the Premises for the purposes of exercising the rights and privileges granted herein.

5. GRANTEE agrees that any and all work performed on the Premises and in association with the purposes of this Easement shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
6. GRANTEE expressly acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for loss, damage, or injury to persons or property, arising out of or resulting from **[insert description of site activities]** or authorized use of the Premises, unless, however, such claim or demand shall arise out of or result from the negligence or willful misconduct of GRANTOR, its servants, agents, employees, or assigns.
7. GRANTOR reserves the right to use or authorize others to use the Premises in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that GRANTOR shall not disturb the **[insert description of equipment and other property]** in any way without prior approval from the GRANTEE.
8. In the event GRANTEE determines that the Premises are no longer needed for the purposes set forth herein, GRANTEE may terminate this Easement by notifying GRANTOR, in writing, at least sixty (60) days prior to the date of such termination.
9. Upon termination or expiration of this Easement, GRANTEE shall **[insert description of site closeout activities]**. In addition, GRANTEE shall restore the Premises as nearly as practicable to its condition prior to the granting of the Easement.
10. This Easement shall be binding upon and inure to the benefit of the parties specified herein, their legal representatives and successors and assigns.

Approved as to form and function: \_\_\_\_\_  
Signature of DEP Attorney Date

IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Easement to be executed as of the day and year first above written.

**GRANTOR:**

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification and who did not take an oath.

Notary Stamp:

\_\_\_\_\_  
Signature of Notary Public Taking Acknowledgment

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

Serial Number (if any): \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Attest: \_\_\_\_\_

**GRANTEE:**

Board of Trustees of the Internal Improvement  
Trust Fund of the State of Florida

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

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

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification and who did not take an oath.

Notary Stamp:

\_\_\_\_\_  
Signature of Notary Public Taking Acknowledgment

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

Serial Number (if any): \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Attest: \_\_\_\_\_