

This Instrument Prepared By:  
Debra W. Schiro  
Assistant City Attorney  
300 South Adams, Box A-5  
Tallahassee, FL 32301  
(850) 891-8554

Parcel ID# \_\_\_\_\_

**STORMWATER AND DRAINAGE EASEMENT**

**THIS EASEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, whose mailing address is \_\_\_\_\_, Tallahassee, Florida 323 , hereinafter the **GRANTOR**, to the **CITY OF TALLAHASSEE**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 300 South Adams Street, Tallahassee, Florida 32301, hereinafter the **GRANTEE**;

**WITNESSETH**

That the **GRANTOR** for in considerations of the sum of Ten and 00/100 dollars and other good and valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto **GRANTEE**, its successors, and assigns, in perpetuity, an easement for stormwater drainage purposes over, across, under and through the following described parcel, piece or strip of land, situate, lying and being in the County of Leon, State of Florida, to-wit (hereinafter "Easement Property"):

**Legal description attached hereto as Attachment "A" and made a part hereof:**

It is understood and agreed by and between the **GRANTOR** and **GRANTEE**, that the drainage lines and appurtenances of the **GRANTEE**, installed or located, or to be installed or located under and through the Easement Property, shall at all times be underground and remain the absolute property of **GRANTEE**, its successors, and assigns, and the right is hereby granted to **GRANTEE** and its agents and employees to enter upon said Easement Property for the purpose of excavating, inspecting, installing, repairing and/or removing said drainage line and related appurtenances therefrom. **GRANTOR** will not construct any permanent improvements other than (paving and signage) on the Easement Property without written permission from **GRANTEE**'s (\_\_\_\_\_). **GRANTEE**, at **GRANTEE**'s cost, will

restore the ground to its natural or existing condition as of the date prior to any installation, construction, placement of, or any repair or maintenance work on said drainage lines and equipment.

The terms, conditions, restrictions and purposes imposed by this Easement shall be binding not only upon **GRANTOR** but also on their agents, personal representatives, heirs, assigns and all other successors to their interest and shall continue as a servitude running in perpetuity with the property subject to the Easement Property.

The above conveyance is made upon the condition that should **GRANTEE** or its successors and assigns cease to use the Easement Property for drainage purposes, the title and rights herein and hereby granted and conveyed shall forthwith revert to and vest in the **GRANTOR**, or in its successors and assigns. **GRANTOR** retains all rights to the Easement Property not otherwise expressly conveyed.

**IN WITNESS WHEREOF**, the said **GRANTOR** sets its hand and seal the day and year first above written.

*Signed, sealed and delivered in the presence as witness:*

\_\_\_\_\_  
(1<sup>st</sup> Witness)

\_\_\_\_\_

\_\_\_\_\_  
(1<sup>st</sup> Print Name)

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

\_\_\_\_\_  
(2<sup>nd</sup> Witness)

Its: \_\_\_\_\_

\_\_\_\_\_  
(2<sup>nd</sup> Print Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**THE FOREGOING** instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_,  who is personally known to me, or  who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC