

STATE OF FLORIDA

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

Preparer's name and address:  
Elizabeth M. Hernandez, Esq.,  
City Attorney, City of Coral Gables  
405 Biltmore Way  
Coral Gables, FL 33134

Grantee's Name and Address  
American Traffic Solutions  
7681 East Gray Rd  
Scottsdale, AZ 85280  
Attn: Accounting Department

**EASEMENT**

For and in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration as may be identified by separate written agreement, if any ("Agreement For Easement"), the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to American Traffic Solutions, Inc., a Kansas corporation, and its subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as Grantee), an non exclusive easement to construct, operate, maintain, add, and/or remove any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to Grantee's Photo Red Light System and other current or future lines of business, including, but not limited to, all camera systems, housings, sensor arrays, transmission and communications equipment, severs and poles (hereinafter, the "Equipment"), together with appurtenant facilities to support said Equipment, and related items as the Grantee may from time to time deem necessary in the conduct of its business and to support Grantee's intended use upon, over, along, and under a portion of the lands located in \_Coral Gables, Dade\_\_\_\_\_, County, Florida, and, to the fullest extent the Grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

(Survey and/or other amplified legal description if applicable is attached)

\_\_\_\_\_ See Exhibit "A"  
\_\_\_\_\_  
\_\_\_\_\_

The following rights are also granted: the non exclusive right to allow any other person, firm, or corporation to attach supporting facilities or other appurtenances "the Appurtenances" upon, over, and under said easement to support Grantee's intended use; ingress and egress to and from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions that interfere or may interfere with Grantee's intended use; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with Grantee's intended use; and the right to relocate Equipment and related Appurtenances. All Equipment and Appurtenances shall remain the sole property of Grantee.

Grantor hereby covenants and agrees that it has no right to and it shall not use, alter, remove, touch, modify or in any way tamper with any Equipment or Appurtenances or cause any other person to do any of the foregoing. In addition, Grantor or any occupiers of the easement area or adjoining land shall not be permitted to erect or maintain any permanent or temporary barriers, fences, or obstructions of any kind or nature to the free and unhampered use of this easement by Grantee, nor shall any building or other structures be constructed or permitted upon or obstructing any part of this easement.

To have and to hold the above Grantor grants this easement unto Grantee as provided in aforementioned "Agreement For Easement" ~~or~~

~~To have and to hold the above this easement unto Grantee as provided in aforementioned "Agreement for Easement" or if no Agreement For Easement, for the term of this Agreement which shall commence as of the date hereof and shall continue for a period of five (5) years (the "Initial Term"). ATS shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional five (5) year periods following the expiration of the Initial Term (hereafter, the "Renewal Terms", and collectively with the Initial Term, the "Term"). ATS may exercise the right to extend the term of this Agreement for each of the Renewal Terms by providing written notice to Landowner not less than sixty (60) days prior to the last day of the Initial Term or the Renewal Term, as the case may be. Grantor shall have no right or title to possession of said Equipment and/or Appurtenances. Upon termination or abandonment of Easement, Grantee shall remove all Equipment and Appurtenances and cause a release of easement to be recorded in the official records.~~

*Grantee shall abide by Ordinance 2007-35.*

Grantee agrees to indemnify and hold Grantor harmless from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees ("Losses"), sustained by Grantor arising solely out of, or solely by reason of, or solely resulting from Grantee's negligent acts, errors, or omissions, except to the extent such Losses arise from the negligence of Grantor or Grantor's invitees, guests, family members, heirs, assigns, employees or agents. ~~Grantor agrees to indemnify and hold Grantee harmless from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by Grantee arising from Grantor's negligence, acts or omissions.~~

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

All notices, demands, statements, and requests required or permitted to be given under this easement must be in writing and shall be deemed to have been properly given or served as of the date the same are (i) deposited in the United States mail, prepaid, by registered or certified mail, return receipt requested, addressed, (ii) delivered by a recognized overnight courier (i.e Federal Express or United Parcel Service) or (iii) hand delivered to the address set forth below:

As to Grantor: City of Coral Gables  
Patrick G. Salerno  
City Manager  
405 Biltmore Way  
Coral Gables, Florida 33134

With copy to: Elizabeth M. Hernandez, Esq.  
City Attorney, City of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134

And

R. Alberto Delgado, P.E.  
Public Works Director  
2800 SW 72 Ave  
Miami, Florida 33134

As to Grantee: American Traffic Solutions, Inc.  
Attn: Adam Tuton, Executive VP and COO  
7681 E. Gray Road  
Scottsdale, Arizona 85260

With copy to: American Traffic Solutions, Inc.  
Attn: George Hittner, General Counsel  
7681 E. Gray Road  
Scottsdale, Arizona 85260

The refusal to accept delivery service shall be deemed delivery on the date of such refusal.

This easement and obligations granted and created herein shall be deemed covenants running with the land and shall be binding and benefit not only the parties hereto but also their respective heirs, personal representatives, assigns, successors in interest, mortgagees, tenants or other persons. Each person signing this easement on behalf of either party individually warrants that he or she has full legal power to execute this easement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this easement. Failure of either party to insist upon strict performance of any covenant or condition of this easement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. It is acknowledged that each party to this easement had the opportunity to be represented by counsel in the preparation of this easement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties. If any provision of this easement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this easement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law, except that this provision shall not be deemed to deprive any party of any legal remedy, including termination. This easement shall be governed by the laws of the State of Florida. This easement represents the entire and integrated easement between Grantor and Grantee and supersedes all prior negotiations, representations or easements, either written or oral. In the event of any litigation between the parties which in any way

arises out of this easement, the parties hereby agree to waive any right to trial by jury. In the event any party brings suit to enforce any provision of this easement against any other party, the losing party shall pay all court costs, attorney's fees (including appellate fees) and other expenses incurred by the prevailing party in said litigation.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

**American Traffic Solutions shall remove all facilities upon request of the City of Coral Gables' Chief of Police and shall return the area to its original condition at American Traffic Solutions' sole expense.**

In witness whereof, the undersigned has/have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(Corporate Form)

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Name of Corporation

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Title: \_\_\_\_\_

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

Witness  
(Print Name) \_\_\_\_\_

Witness  
(Print Name) \_\_\_\_\_

State of Florida, County of \_\_\_\_\_

I HEREBY CERTIFY that \_\_\_\_\_ personally appeared before me and acknowledged that he/she was the same. The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ (name and title of officer) of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ identification and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
\_\_\_\_\_ My Commission Expires: \_\_\_\_\_

Notary Public

(Print Name) \_\_\_\_\_ Commission Number \_\_\_\_\_

TO BE COMPLETED BY GRANTEE Site Identification \_\_\_\_\_

(Sole Proprietor Form)

In witness whereof, the undersigned has/have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_  
Witness  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Grantor  
Print Name \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Grantor  
Print Name \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Florida, County of \_\_\_\_\_

I HEREBY CERTIFY that \_\_\_\_\_ personally appeared before me and acknowledged that he/she was the same. The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ (name and title of officer) of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ identification and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Notary Public  
(Print Name) \_\_\_\_\_ Commission Number \_\_\_\_\_