



Community Development - Engineering Division

1601 NW 136 Ave., Bldg. A Sunrise, FL 33323 P: 954.746.3270 F: 954.746.3287

PREPARED BY:

Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351

RETURN TO:

City Engineer
City of Sunrise
1601 N.W. 136th Ave, Bldg A.
Sunrise, Florida 33323

SIDEWALK EASEMENT

THIS EASEMENT is made and executed this ____ day of _____, 20 ____, by _____, a Florida _____, whose mailing address is _____, (hereinafter referred to as the “Grantor”), to the **CITY OF SUNRISE**, a Florida municipal corporation, whose mailing address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351, (hereinafter referred to as the “Grantee”).

(Wherever used herein, the terms, “Grantor” and “Grantee” shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.

WITNESSETH:

WHEREAS, the Grantor is the owner of property situate, lying and being in Broward County, Florida, and described as follows:

See Exhibit “A” (“Grantor’s Land”) with accompanying sketch of description attached hereto and made a part hereof; and,

WHEREAS, the Grantee desires a perpetual, non-exclusive easement for public use and other appropriate purposes incidental thereto, in, on, over, under, and across the a portion of Grantor’s Land; and

WHEREAS, the Grantor is willing to grant a sidewalk easement on a portion of Grantor's Land to the Grantee.

WHEREAS, the Grantor, at its expense, shall cause a sidewalk to be constructed, maintained, replaced, and repaired on a portion of Grantor's Land, which portion is more particularly described in the attached Exhibit "B" ("Easement Land"); and

NOW, THEREFORE, for and in consideration of mutual covenants each to the other running and Ten Dollars (\$10.00) and other good and valuable considerations, the Grantor does hereby grant unto the Grantee, its successors and assigns, subject to the terms hereof, a sidewalk easement for the public use, in perpetuity, in, on, over, under, and across the Easement Land.

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made a part of this grant of easement.

2. Grant of Easement. The Grantor hereby grants Grantee a perpetual, non-exclusive easement in, on, over, under, and across the Easement Land described in Exhibit "B" for a public sidewalk, in perpetuity. This grant of easement shall not be construed as a dedication to the public of the underlying fee simple ownership of the Easement Land.

3. Construction and Maintenance of Sidewalk Improvements. At Grantor's sole cost and expense, Grantor shall construct a sidewalk within the Easement Land pursuant to a site plan approved for Grantor's Land, and maintain, replace, and repair the sidewalk as necessary.

4. Title Warranties. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement.

5. Benefits and Burdens Runs with Land. All provisions of this Sidewalk Easement, including the benefits and burdens, run with the Easement Land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

6. Termination/Relocation. Should the Grantee cease using the Easement Land for a public sidewalk for a period of more than twelve (12) months, this easement shall automatically terminate. The Grantee, through its Planning and Development Department, in its reasonable discretion, may approve a request by Grantor to relocate this easement as described in Exhibit "B," to other lands owned by the Grantor.

(The remainder of this page has been intentionally left blank.)

ACKNOWLEDGEMENT OF INDIVIDUAL

IN WITNESS WHEREOF, the Grantor has caused this Sidewalk Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

WITNESSES:

Print Name: _____

By: _____
Print Name: _____

Print Name: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____,
by _____.

Personally known _____ or produced identification _____

Type of Identification Produced: _____

Notary Public

My Commission Expires:

Print Name: _____

ACKNOWLEDGEMENT OF PARTNERSHIP

IN WITNESS WHEREOF, the Grantor has caused this Sidewalk Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

WITNESSES:

Print Name: _____

Name of Partnership

Print Name: _____

By: _____
_____, General Partner

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____,
by _____, as General Partner of _____.

Personally known _____ or produced identification _____

Type of Identification Produced: _____

Notary Public

My Commission Expires:

Print Name: _____

ACKNOWLEDGEMENT OF CORPORATION

IN WITNESS WHEREOF, the Grantor has caused this Sidewalk Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

WITNESSES:

Name of Corporation

Print Name: _____

By: _____

Title: _____

Print Name: _____

Attest: _____

Corporate Secretary

(CORPORATE SEAL)

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____,
by _____, as President of _____.
(Corporation)

Personally known _____ or produced identification _____
Type of Identification Produced: _____

Notary Public

My Commission Expires:

Print Name: _____

Sidewalk Easement

City of Sunrise Community Development Department

JOINDER AND CONSENT OF MORTGAGEE

_____, being the holder of that certain mortgage dated the ____ day of _____, 20____, and recorded the ____ day of _____, 20____, in Official Record Book _____, at Page _____, of the Public Records of Broward County, Florida, hereby consents and subordinates its mortgage to the foregoing Sidewalk Easement.

WITNESSES:

Mortgage Holder

Print Name: _____

By: _____

Title: _____

Print Name: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____.
(Mortgage holder)

Personally known _____ or produced identification _____

Type of Identification Produced: _____

Notary Public

My Commission Expires:

Print Name: _____