

SIDEWALK EASEMENT
(Corporate)

Return to:
Construction and Facilities Management Department
Director
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

This Instrument prepared by:
Name: Harlene Silvern Kennedy
Address: Weiss Serota Helfman et al
2525 Ponce de Leon Blvd. Suite 700
Coral Gables, Fla. 33134

THIS INDENTURE, made this ____ day of _____, A.D., 2012,
by _____,
a corporation existing under the laws of _____, and having its principal place of business
at _____,
"Grantor") to the City of Miramar, a political subdivision of the State of Florida, whose address is
2300 Civic Center Place, Miramar, Florida 333025 (Grantee").

(Wherever used herein, the terms, "Grantor" and
"Grantee" shall include singular and plural, heirs, legal
representatives and assigns of individuals, and the
successors and assigns of corporations, wherever the
context so admits or requires).

WITNESSETH

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

**See Exhibit "A" with accompanying sketch of description attached hereto and
made a part hereof.**

and,

WHEREAS, Grantee desires an easement for public sidewalk and/or public traffic control
access, equipment and improvements and other appropriate purposes incidental thereto, on, over,
and across said property;

and,

WHEREAS, Grantor is willing to grant such an easement,

NOW THEREFORE, for and in consideration of the mutual covenants each to the other
running and one dollar (\$1.00) and other good and valuable considerations, the Grantor does
hereby grant and convey unto the Grantee, its successors and assigns, a perpetual non-exclusive
easement and full and free right and authority for vehicular and pedestrian ingress and egress and
to excavate, construct, maintain, repair, install, relocate, replace, improve, remove, inspect, and
rebuild facilities for above stated purposes and does hereby grant a perpetual easement on, over
and across the above described property to Grantee for said purposes.

It is intended that the easement, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives.

In the event a party institutes any legal action or proceedings for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its cost and reasonable attorney's fees incurred in the preparation and prosecution of such action or proceeding.

Each provision contained herein is hereby declared to be independent of and severable from the remaining provisions. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this easement. In the event the validity or enforceability of any provision herein is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

This easement agreement may be amended, modified or terminated only by a written instrument signed by both parties or their respective successors and assigns, which instrument will only become effective after being recorded in the Public Records of Broward County, Florida.

The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Declaration. Venue shall be in Broward County, Florida.

No express or implied consent or waiver by a party will be deemed or construed to be a consent or waiver to or of any other event, breach or default hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

Grantor warrants and represents to the Grantee that the individuals signing this easement agreement on behalf of Grantor have full power and authority to execute and deliver the easement and to bind Grantor.

Intentionally Blank

Signatures on Following Page

ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name and its corporate seal to be hereto affixed, attested by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness (Signature)

Print Name

Witness (Signature)

Print Name

Corporation Name

By: _____
President /Vice-President Signature)

Print Name

Attest: _____
Senior Vice-President

Print Name

(CORPORATE SEAL)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ as President/Vice-President of _____ (Grantor) a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced as identification and did/did not take an oath.

(SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

(Serial number, if any)

My commission expires: