

THIS INSTRUMENT PREPARED BY
AND RETURNED TO:
David N. Tolces, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd. #200
Fort Lauderdale, FL 33308

DECLARATION OF ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned owner, City of Margate, a Florida municipal corporation, (the “City”), which is the owner of all the real property described in Exhibit “A” attached hereto and made a part hereof on this ____ day of _____, 20____, for itself and its successors and assigns, hereby declares that the Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth (the “Declaration”).

RECITALS

WHEREAS, City holds the fee simple title to the property as more fully legally described within **Exhibit "A"** as attached hereto and incorporated herein (the “City Property”); and

WHEREAS, the City has approved a site plan for the development of property owned by the Margate Community Redevelopment Agency (“MCRA”), which is described in **Exhibit “B”**, attached hereto and made apart hereof (“MCRA Property”); and

WHEREAS, the MCRA Property will be developed as a covered sports field with associated public facilities for the utilization of the citizens and residents of the City of Margate; and

WHEREAS, pursuant to Section 33.2(A) of the City of Margate Zoning Code, the City, as the owner of the City Property, may grant an access easement to the MCRA for the purposes of permitting the MCRA to utilize the parking located on the City’s Property for the benefit of the MCRA Property; and

WHEREAS, pursuant to the City’s Zoning Code, such agreement by the City to permit the MCRA to utilize the parking on the City’s Property includes the requirement of a recordable access easement reflecting dedicated non-exclusive public pedestrian and vehicular access over, on and upon the City Property; and

WHEREAS, the Access Easement is intended to promote better pedestrian and vehicular access and circulation to and from the MCRA Property in order to satisfy the development plans as have been submitted or will be submitted to the applicable governmental authorities for the development of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein after contained, it is declared as follows:

1. **Recitals.** The foregoing recitals are true and accurate and are incorporated herein by reference.

2. The consideration and obligations recited and provided for under this Declaration constitute substantial benefits to both the MCRA and the City, and thus adequate consideration for this Declaration.

3. **Declaration of Easement.** City hereby conveys, grants, bargains and sells unto the MCRA, a non-exclusive access easement to allow the general public pedestrian and vehicular access over, on, upon and across the City Property (such rights being collectively hereinafter referred to as the “**Access Rights**”).

4. **Duration.** This Easement Agreement shall remain in perpetuity.

5. **Governing Law; Venue.** This Declaration shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation or administrative proceeding shall be exclusively in Broward County, Florida.

6. **Amendment or Termination.** This Declaration may not be amended or terminated except through the execution of a written amendment to, or a termination of, this Agreement approved by the Margate City Commission.

7. **Covenants Running with the Land.** This Declaration, and all covenants, conditions, restrictions, reservations, and easements therein, shall run with the City Property, and the MCRA Property, and shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns.

8. **No Obstruction.** The grant of the access rights shall not be exercised in such a manner as to unreasonably obstruct or interfere with the rights of the applicable granting party or its or its guests, vendors, customers, tenants, invitees, licensees and any others claiming rights by or through such granting party.

9. **Severability.** In case any one or more of the provisions contained in this Easement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereto, and this Easement Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the City has caused this Declaration to be duly executed as of the day and year first above written.

ATTEST:

CITY OF MARGATE

By _____
City Clerk

By _____
Arlene Schwartz, Mayor

____ day of _____, 2018

Approved as to legal sufficiency:

By _____
City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Arlene Schwartz, as Mayor, who has acknowledged herself to be the Mayor of the City of Margate, on behalf of the City of Margate, who is personally known to me or has produced _____ as identification

Signature of Notary

Printed Name of Notary

My Commission Expires:

My Commission Number:

EXHIBIT “A”

CITY OWNED PROPERTY

EXHIBIT “B”

MCRA OWNED PROPERTY