

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Patricia A. Rathburn, Esq.
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33063**

For Recording Purposes only

**PUBLIC ACCESS EASEMENT AGREEMENT FOR SIDEWALK, BICYCLE
AND PEDESTRIAN USE**

THIS PUBLIC ACCESS EASEMENT AGREEMENT FOR SIDEWALK, BICYCLE AND PEDESTRIAN USE ("Easement") is made and entered into this _____ day of _____, 2017, by WINSTON PARK FOUNDATION, INC. ("Grantor" or "Winston") whose post office address is c/o Consolidated Community Management 7124 N. Nob Hill Road, Tamarac, FL in favor of The City of Coconut Creek, a municipal corporation ("Grantee" or "City") whose post office address is 4800 West Copans Road, Coconut Creek, Florida 33063

RECITALS

WHEREAS, Winston is the owner of fee simple title to a parcel of real property located in Broward County, Florida, as more particularly described in Exhibit "A" attached hereto (the "Winston Property") and is in possession thereof; and

WHEREAS, City has agreed to install, at City's expense, sidewalks, benches, irrigation and landscaping to be located in, or partially within the City right of way abutting Winston's Property and in, or partially within, the Winston Property as shown on the rendering attached hereto as Exhibit "B"; and

WHEREAS, in consideration for City's installing the sidewalks, benches, irrigation and landscaping, Winston has agreed to grant City a perpetual public access easement and to be responsible for maintenance of the landscaping and irrigation installed by City across the area of the Winston Property more particularly described on Exhibit "C" attached hereto and made a part hereof ("Easement Area").

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Winston does hereby grant the following easement as hereinafter set forth:

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Agreement as if fully set forth herein.

2. **Grant of Easement.** Winston does hereby grant and convey to the City and its licensees, agents independent contractors, successors and assigns, a perpetual non-exclusive easement for sidewalk, bicycle, landscape and pedestrian access and such ancillary purposes thereto that City may deem reasonably necessary for the public's use and enjoyment of the improvements, in, over, under upon, across and through the Easement Area with full rights and authority to enter upon the Easement Area.

3. **Use of Easement.** City shall have the right to do all things necessary, useful or convenient to effectuate the purposes outlined in Section 2 hereof, including but not limited to the installation of landscaping and irrigation, and construction and maintenance of sidewalks, pedestrian paths and bicycle paths, benches and other seating area improvements and other ancillary improvements (the "Improvements"). City covenants that any such improvements it undertakes within the Easement Area shall be done in a good and workman like condition, free of all liens and encumbrances. Winston hereby covenants with City that City shall have quiet and peaceful possession, use and enjoyment of the Easement Area granted herein.

4. **Maintenance Obligation of Winston.** Winston covenants and agrees that upon completion of the improvements by City, Winston shall be responsible, at its sole cost and expense, for maintenance, repair and replacement of the landscaping and irrigation installed by City within the Easement Area and shall further be responsible at its sole expense for maintenance, repair and replacement of the irrigation systems and landscaping improvements installed by City on City right of way adjacent to the Easement Area including the median area located within Winston Park Boulevard adjacent to the Easement Area as shown on Exhibit "D" attached hereto and made a part hereof. Such maintenance obligation shall include but not be limited to the irrigation, mowing, trimming and replacement as necessary of the landscaping and repair and replacement of irrigation improvements. Winston shall be responsible for payment at its sole cost and expense for all water used for the irrigation if City water is used, and, if City water is not used, then Winston shall be responsible for providing and maintaining an appropriate water supply adequate for its irrigation responsibilities set forth herein at its sole cost and expense.

5. **Covenants Running with the Land.** This Easement, and all the rights, conditions, covenants and interests set forth herein and created hereby are intended to and shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

6. **Perpetual Duration.** This Easement shall be perpetual in duration.

7. **Rights Reserved.** The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. Winston shall have the right to use the Easement Area, or any portion thereof, or any property of Winston adjoining the Easement Area for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of City.

8. **Miscellaneous.**

A. No modification or amendment of this Easement shall be of any force or effect unless in writing executed by both Winston and City and recorded in the Public Records of Broward County, Florida.

B. If Winston or City obtains a judgment against the other party by reason of breach of this Easement, attorneys' fees and costs, at both the trial and appellate levels shall be included in such judgment.

C. This Easement shall be interpreted in accordance with the laws of the State of Florida, both substantive and remedial.

D. This Easement sets forth the entire agreement between GRANTOR and GRANTEE relating to the Easement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused these presents to be executed as of the day and year first above written.

WITNESSES:

GRANTOR:

[Signature]

Print Name: Asaad Akar

[Signature]

Print Name: Alesha Korth

Winston Park Foundation, Inc.

By: [Signature]

Print Name: Wayne Bellando

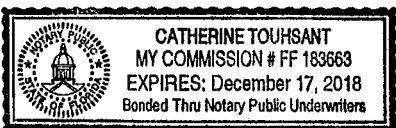
(Corporate Seal)

STATE OF FLORIDA)

SS:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 30 day November of 2016, by Wayne Bellando, as President of Winston Park Foundation, Inc., on behalf of the corporation. He/She (check one) [] is personally known to me or [x] has produced Florida Driver License (type of identification) as identification.



[Signature]
Notary Public, State of Florida

Catherine Touhsant
Print Name:

WITNESSES:

Print Name: _____

Print Name: _____

Attest:

Leslie Wallace May, City Clerk

Approved as to form:

Terrill C. Pyburn, City Attorney

STATE OF FLORIDA)
SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____ 2017, by _____ as _____ of the City of Coconut Creek, FL on behalf of the City. He/She (check one) [] is personally known to me or [] produced _____ (type of identification) as identification.

GRANTEE:

City of Coconut Creek, Florida

By: _____

Mikkie Belvedere, Mayor

Notary Public, State of Florida

Print Name:

EXHIBIT "A"

| Folio Number | Owner Name | Property Address |
|--------------|--|--------------------------|
| 484208182400 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 43 AVENUE |
| 484208081240 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 41 LANE |
| 484208162430 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 63 STREET |
| 484208182440 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 44 TERRACE |
| 484208152450 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 45 AVENUE |
| 484208152460 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 64 STREET |
| 484208152470 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 43 AVENUE |
| 484208152480 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | SERKO BOULEVARD |
| 484208152490 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | SERKO BOULEVARD |
| 484207020020 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 55 BOULEVARD |
| 484207020040 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | WINSTON PARK BOULEVARD |
| 484207020050 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 56 STREET |
| 484207020100 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 60 AVENUE |
| 484207032730 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 48 AVENUE |
| 484207032740 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | HILTON ROAD |
| 484207032750 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 49 COURT |
| 484207032760 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 51 COURT |
| 484207032790 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 51 AVENUE |
| 484207032810 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 51 AVENUE |
| 484208022130 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | WINSTON PARK BOULEVARD |
| 484208022140 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 45 AVENUE |
| 484208033120 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 64 COURT |
| 484208033130 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | N WINSTON PARK BOULEVARD |
| 484208033140 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 43 AVENUE |
| 484208033150 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 64 STREET |
| 484208033160 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 55 STREET |
| 484208033170 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 56 STREET |
| 484208033180 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | N WINSTON PARK BOULEVARD |
| 484208033190 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | N WINSTON PARK BOULEVARD |
| 484208033200 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 56 STREET |
| 484208033210 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | N WINSTON PARK BOULEVARD |
| 484208033220 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | N WINSTON PARK BOULEVARD |
| 484208033230 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | N WINSTON PARK BOULEVARD |
| 484208033240 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | N WINSTON PARK BOULEVARD |
| 484208051220 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | NW 42 LANE |
| 484208051230 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | N WINSTON PARK BOULEVARD |
| 484208152420 | WINSTON PARK FOUNDATION INC %CONSOLIDATED COMMUNITY MGMT | SERKO BOULEVARD |

EXHIBIT "B"

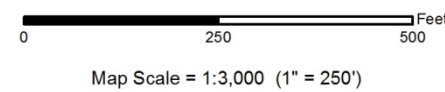
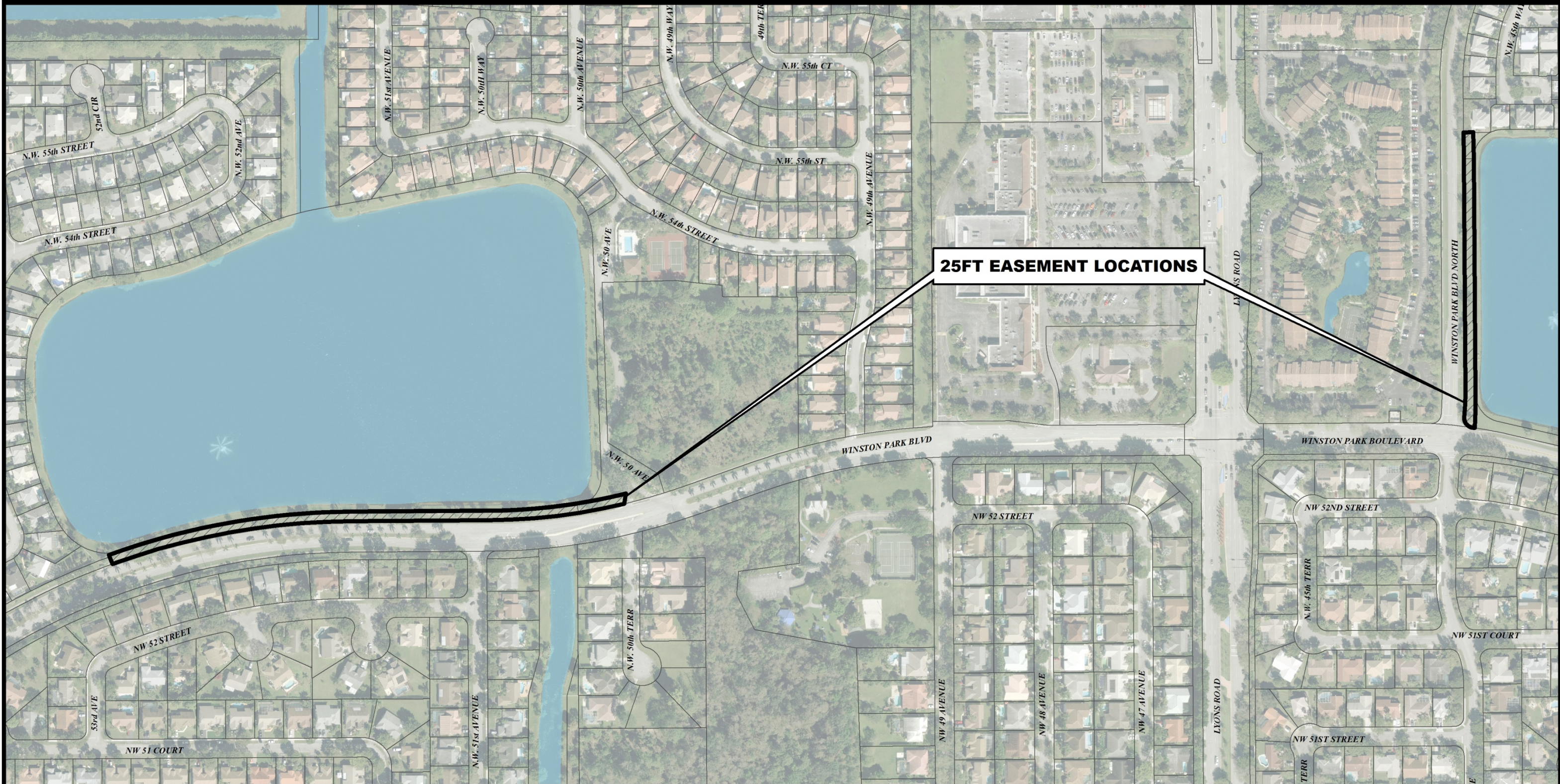


Exhibit "C" Easement Area

That certain property owned by Winston Park Foundation, Inc. commencing on the Northern Right of Way line of Winston Park Boulevard and running North a distance of 25 feet between the South East corner of the property described as: *WINSTON PARK SECTION ONE 131-23B A PORTION TRACT E DESC AS COMM AT MOST NLY SE COR OF SAID TR, SWLY ARC DIST 586.57, NWLY ARC DIST 50.98 TO POB, SELY 9.25, SWLY ARC DIST 222.77, NWLY 95.60, NELY ARC DIST 33.88, SELY 94.66, NELY 81.87, ELY ARC DIST 73.69 TO POB* and running Easterly to the Westerly right of way line of NW 50th Avenue; and

That certain property owned by Winston Park Foundation, Inc. commencing on the Eastern right of Way Line of Winston Park Boulevard North and running East a distance of 25 feet between the intersection of Winston Park Boulevard and Winston Park Boulevard North and the Southern Property line of the parcel described as: *WINSTON PARK SECTION TWO-A 138-40 B PORTION TRACT F DESC AS COMM SW COR OF TR F, E 26, NELY AN ARC DIST 86.26 TO POB, W 70.37, N 86.43, E 84.97, S 15, W 5.13, SW 12.18, S 63.66 TO POB AKA: LOT 30 CORAL POINTE*

EXHIBIT "D"

