



Hover form fields for instructions.

## Petition for Dedication of Easement (DE)

### Property Information

Site address \_\_\_\_\_

ZIP Code \_\_\_\_\_

Description \_\_\_\_\_

Folio number \_\_\_\_\_

### Petitioner Information

Name \_\_\_\_\_

Phone \_\_\_\_\_

Street address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

ZIP Code \_\_\_\_\_

Email \_\_\_\_\_

### Property Owner Information (if different from petitioner)

Name \_\_\_\_\_

Phone \_\_\_\_\_

Street address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

ZIP Code \_\_\_\_\_

Email \_\_\_\_\_

The undersigned hereby petitions the City of Coral Springs to accept the following described easement.

Select one \_\_\_\_\_

Size of easement (in feet) \_\_\_\_\_

Easement description

Statement of reason for dedication

**For use when petitioner is the owner of subject property**

This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Abandonment.

\_\_\_\_\_  
Property owner name

\_\_\_\_\_  
Property owner signature/date

State \_\_\_\_\_ County \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_

by means of:  physical presence  online notarization

personally known  produced identification ID type \_\_\_\_\_

\_\_\_\_\_  
Notary signature/date

\_\_\_\_\_  
My commission expires

Notary seal

**For use when petitioner is not the owner of subject property**

This is to certify that I am the owner of the subject lands described above in the Petition for Abandonment and that I have authorized the person listed below to make and file the aforesaid petition.

\_\_\_\_\_  
Corporate officer/owner name Title

\_\_\_\_\_  
Corporate officer/owner signature/date

State \_\_\_\_\_ County \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_

by means of:  physical presence  online notarization

personally known  produced identification ID type \_\_\_\_\_

\_\_\_\_\_  
Notary signature/date

\_\_\_\_\_  
My commission expires

Notary seal

Note: \$423.71 fee required, plus recordation fee and legal advertisement costs to be determined by City Clerk (954-344-1065). Upon approval by the City Commission, the attached conveyance instrument shall be recorded in the County records by the City Clerks of the City of Coral Springs, with the petitioner paying the cost of recording.

**For Community Development Department use only**

Accepted by \_\_\_\_\_ Date accepted \_\_\_\_\_ Section \_\_\_\_\_ Petition \_\_\_\_\_

**Witnesseth**

WHEREAS, GRANTOR is the owner of certain real property described in this form which is located in the City of Coral Springs, Broward County, Florida, and which shall hereinafter be referred to as the "Subject Property"; and

WHEREAS, GRANTOR desires to grant GRANTEE a perpetual easement, as described above, for cross-access and cross-parking purposes on, over, under, across, in and through a portion of Subject Property with said easement more particularly described in Exhibit "A", attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) each to the other in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agrees as follows:

- All of the above recitals are true and correct, including the recital as to consideration.
- GRANTOR for itself and all future owners of the Subject Property, hereby Grants to GRANTEE, its successors and assigns, a perpetual easement for cross-access and related purposes on, over, under, across, in and through a portion of Subject Property with said easement more particularly described in Exhibit "A" attached hereto and made a part hereof.
- The easement hereby granted shall be and exist for the purposes of the passage of vehicular and pedestrian traffic, together with all customary uses incident thereto, including but not limited to ingress, egress, cross-access, cross-parking, required parking, utilities, landscaping, drainage, signage, lighting and irrigation with such uses subject to applicable provisions of the Municipal Code of the City of Coral Springs.
- GRANTOR shall maintain the easement and for the purposes herein set out, may allow its officers, agents, invitees, licensees, successors, and assigns the right and privilege of the use of and success to the Subject Easement, provided that such uses are duly approved by the City of Coral Springs pursuant to the applicable provisions of the Municipal Code of the City of Coral Springs, specifically including but not limited to, that section of the Code pertaining to Master Parking.
- The covenants contained in this Easement including all benefits and burdens, are not personal but shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, transferees, successors and assigns, and unless otherwise modified, shall be perpetual.
- The grant of this Easement shall be recorded in the Public Records of Broward County, Florida, and the GRANTOR shall pay the costs of recording said document.

IN WITNESS WHEREOF, the GRANTOR and the GRANTEE have caused this instrument to be executed this day. Signed, sealed, and delivered in the presence of:

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Grantor signature/date

Attest:

City of Coral Springs, a municipal organization  
existing under the laws of the State of Florida

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City Clerk signature/date

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Mayor signature/date

**Grantor**

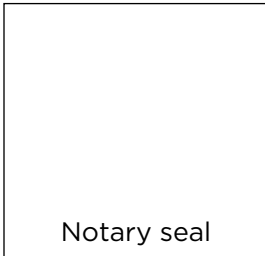
\_\_\_\_\_  
Corporate officer/owner name      Title      Corporate officer/owner signature/date

State \_\_\_\_\_ County \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_

by means of:  physical presence     online notarization

personally known     produced identification    ID type \_\_\_\_\_



\_\_\_\_\_  
Notary signature/date

\_\_\_\_\_  
My commission expires

Notary seal

**Grantee**

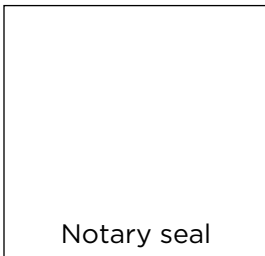
\_\_\_\_\_  
City Clerk      Mayor

State \_\_\_\_\_ County \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_

by means of:  physical presence     online notarization

personally known     produced identification    ID type \_\_\_\_\_



\_\_\_\_\_  
Notary signature/date

\_\_\_\_\_  
My commission expires

Notary seal

### Joinder and Consent of Mortgagee

_____	_____	_____	_____
Mortgagee	Date of mortgage	Mortgage recorded	Record book & page

I, being the holder of that certain mortgage dated and recorded on the dates listed above, hereby consent and subordinate its mortgage to the foregoing easement.

\_\_\_\_\_  
Mortgagee signature/date

\_\_\_\_\_  
Title

### Notarization

State \_\_\_\_\_ County \_\_\_\_\_

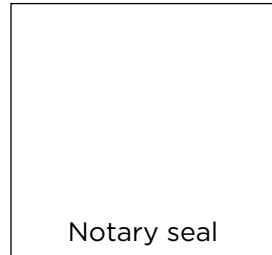
The foregoing instrument was acknowledged before me on \_\_\_\_\_

by means of:  physical presence  online notarization

personally known  produced identification ID type \_\_\_\_\_

\_\_\_\_\_  
Notary signature/date

\_\_\_\_\_  
My commission expires



## Standard Release

This Release of All Claims and Indemnification Agreement is made on \_\_\_\_\_

By (name) \_\_\_\_\_ Of (address) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

In consideration of the permission granted to me by the City of Coral Springs, I, the undersigned, for myself, my heirs, assigns, and administrators:

- Hereby release, waive and discharge the City of Coral Springs, and its agents, officers and employees, herein referred to as RELEASEES, from any and all liability to the Undersigned, his heirs, assigns and administrators, of and from all claims, causes of action and damages on account of death or injury to the person or property of the Undersigned whether caused by the negligence of the RELEASEES or otherwise.
- Hereby covenants not to sue and agrees that the Undersigned and his heirs, administrators, personal representatives and assigns will never institute any action at law or in equity against the City of Coral Springs and their officers, agents, subsidiaries and employees on account of death, injury or any other loss or damage that may be sustained by the Undersigned arising out of or in any way connected with the permitted activity.
- Hereby fully acknowledges and understands that the Undersigned will be engaged in activity that involves risk of serious injury or death and personally assumes full responsibility for and risk of bodily injury, death or property damage.
- Hereby agrees to indemnify, defend, save and hold harmless RELEASEES from any and all liability, loss or damage the RELEASEES may suffer as a result of claims, demands, losses, costs, causes of action, liens or judgments that may arise out of or in any way connected with the Abandonment.
- The Undersigned has read and voluntarily signs this Release of all Claims and Indemnification agreement and further agrees that no oral representations, statements or inducements, apart from the foregoing written instrument have been made.

In witness whereof, I have executed this agreement on the date written above.

\_\_\_\_\_  
Witness signature/date

\_\_\_\_\_  
Owner signature/date

\_\_\_\_\_  
Witness signature/date

### Submittal Checklist

One original set and four (4) copies of the following:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Signed and Sealed Metes and Bounds Legal Description and sketch - 3 copies</li> <li>• Joinder and Consent of Mortgage OR Satisfaction of Mortgage</li> <li>• Certified Resolution - only if other than individual ownership</li> </ul> | <ul style="list-style-type: none"> <li>• Standard Release (if applicable)</li> <li>• Proof of ownership (Attorney's Opinion, see instruction for details)</li> <li>• Petition Fees</li> </ul> |
|---|---|