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Broward County Highway Construction and  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

Document prepared by:

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**ACCESS EASEMENT TO APPROVED OPENING**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_, whose post office address is \_\_\_\_\_ (“GRANTOR”), and BROWARD COUNTY, a political subdivision of the state of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (“GRANTEE”).

WHEREAS, GRANTOR is the owner of property situate in Broward County Florida, as described in Exhibit "A" (the “Property”):

WHEREAS, the Broward County Land Development Code requires an access easement for adjoining property at approved access locations; and

WHEREAS, Broward County has determined that access is required pursuant to the Broward County Land Development Code across the above-referenced property to grant access to \_\_\_\_\_ (“approved opening”); and  
(Name of Road)

WHEREAS, pursuant to the Broward County Land Development Code, GRANTEE desires an easement for the benefit of the public across said Property for the purpose of providing the public with pedestrian and vehicular access to and from property which abuts GRANTOR’s property to the approved opening; and

WHEREAS, GRANTOR is willing to grant such an easement; NOW, THEREFORE,

IN CONSIDERATION of ten dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant unto the GRANTEE, its successors and assigns, for the benefit of the public, a permanent non-exclusive access easement on, over, through, and across the above-described Property for the purpose of providing pedestrian and vehicular access to the approved opening (“Access Easement”) described in Exhibit "B" pursuant to the Broward County Land Development Code. It is understood that GRANTEE shall in no

way be responsible for the maintenance or repair of the above-described Property and/or the Access Easement and any actions resulting from the maintenance of the Property and/or Access Easement. Maintenance of the Property and/or the Access Easement shall be the sole responsibility of the GRANTOR, its successors and assigns.

IN WITNESS WHEREOF, GRANTOR has executed this Access Easement on the day and year first above written.

**DEVELOPER-INDIVIDUAL**

Witnesses:

\_\_\_\_\_  
(Signature)  
Print name:\_\_\_\_\_

\_\_\_\_\_  
Name of Developer (Individual)

\_\_\_\_\_  
(Signature)  
Print name:\_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Print name:\_\_\_\_\_  
Print address:\_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**ACKNOWLEDGMENT - INDIVIDUAL**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is

[ ] personally known to me, or  
[ ] produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

\_\_\_\_\_  
Print name:

My commission expires:







**MORTGAGEE-CORPORATION/PARTNERSHIP**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Access Easement.

Witnesses:

\_\_\_\_\_  
Name of Mortgagee (corporation/partnership)

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

By \_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST (if corporation):

(CORPORATE SEAL)

\_\_\_\_\_  
(Secretary Signature)  
Print Name of Secretary: \_\_\_\_\_

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation/partnership, on behalf of the corporation/ partnership. He or she is:

- [ ] personally known to me, or
- [ ] produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

My commission expires: \_\_\_\_\_  
Print name: \_\_\_\_\_



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY**

CAF#466  
03/28/06



**EXHIBIT "B"**

**LEGAL DESCRIPTION OF ACCESS EASEMENT**

CAF#466  
03/28/06

