



SIDEWALK WAIVER AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by and between _____, (the "OWNER"), whose post office address is _____, Deerfield Beach, FL _____ and the **CITY OF DEERFIELD BEACH** (the "CITY"), a Florida municipal corporation, as follows:

WITNESSETH:

WHEREAS, the OWNER owns the property located at _____, Deerfield Beach, FL _____, (the "PROPERTY"), more particularly described as follows:

WHEREAS, the OWNER is desirous of constructing a driveway on the PROPERTY (the "Driveway"); and

WHEREAS, the City Code requires that a concrete sidewalk be installed with the construction of the Driveway; and

WHEREAS, the OWNER has requested that the concrete sidewalk requirement be eliminated; and

WHEREAS, the CITY does not wish to eliminate the requirement but is willing to approve the construction on the PROPERTY (subject to compliance with all other applicable regulations) provided the OWNER and their successors and assigns have a commitment to the CITY to install a concrete sidewalk through the Driveway upon notice from the CITY; and

WHEREAS, the OWNER is agreeable to this resolution;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the parties hereto agree as follows:

Section 1. The above referenced WHEREAS clauses are agreed to by the parties, are true and accurate and are made a part of this Agreement as if fully set forth herein.

Section 2. The OWNER and their successors and assigns shall be permitted to complete the construction of the Driveway on the PROPERTY and may be granted a Certificate of Occupancy or other necessary development permits for the PROPERTY based upon their compliance with this Agreement and all other codes and ordinances of the CITY and other applicable jurisdictions.

Section 3. The OWNER and their successors and assigns hereby agree and commit to the requirement to construct a five-foot (5') wide concrete sidewalk through the Driveway abutting the right-of-way in accordance with the applicable City Code provisions and all applicable engineering and construction standards (the "Sidewalk") within ninety (90) days of written notice by the CITY directing that the Sidewalk be constructed. The OWNER acknowledges this as an obligation that runs with the PROPERTY and which shall be binding on the OWNER, their successors and assigns, and all future owners of the PROPERTY. Any person who takes ownership of the PROPERTY shall likewise be obligated as set forth in this Agreement.

Section 4. The parties acknowledge by that the requirement to place the Sidewalk is not waived but is being deferred until such time as the CITY exercises its right, as set forth in the City Code and this Agreement, to require the construction of the Sidewalk (the "Deferral Period"). In the event the City initiates a project that includes sidewalk construction in the public rights-of-way adjacent to the Property during the Deferral Period, the City will cause the construction of the Sidewalk at the City's own cost. OWNER agrees to such sidewalk installation by the CITY and grants the CITY access to the Property as necessary to complete the construction of a sidewalk through the Driveway and on the Property to connect the Sidewalk to an existing or proposed adjacent sidewalk.

Section 5. Any notices required pursuant to this Agreement shall be either hand-delivered (in which case they may either be handed to a resident or, if no resident is available, attached by some means to the front door or area about the front door) or mailed to the OWNER at _____.

Section 6. All notices to the CITY shall be directed to the City Manager or his representative at 150 NE 2nd Avenue, Deerfield Beach, FL 33441 and shall be provided by U.S. Mail, return receipt requested.

Section 7. This Agreement shall be recorded in the Public Records of Broward County and shall run with the land and encumber the PROPERTY and shall be binding upon all owners of the PROPERTY, their successors or assigns and any person with an interest in the PROPERTY.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witness:

OWNER OF RECORD

Signed: _____

Print Name: _____

Signed: _____

Printed:

Signed: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida on this the ____ day of _____, 20__, by _____. He/she is personally known to me or has produced _____ as identification.

Signature of Notary Public

(Notary Public Stamp Seal)

(DO NOT write below this line. City use only)

CITY OF DEERFIELD BEACH

Attest:

Samantha Gillyard, City Clerk

By: _____
David Santucci, City Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me the undersigned Notary Public in and for the State of Florida, on this ____ day of _____, 20__, by David Santucci, City Manager of the City of Deerfield Beach.

Signature of Notary Public

(Notary Public Stamp Seal)