

RETURN to:
City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, FL 33444

PCN: 12-43-46-21-01-013-0250
Address: 735 SE 4th Avenue

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT is made this ____ day of _____, 20__ by and between the **City of Delray Beach**, a Florida municipal corporation of the State of Florida (the "City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444 and **735 Delray, LLC**, a Florida limited liability company (the "Owner"), whose address is 1116 SW 10th Ave, Suite B, Delray Beach, FL 33444.

WITNESSETH:

WHEREAS, the Owner is the owner of the parcel of land located at 735 SE 4th Avenue, Delray Beach, Florida, as more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Property"); and

WHEREAS, the existing right-of-way known as SE 8th Street abutting the Property is 40 feet in width; and

WHEREAS, SE 8th Street is classified as a local street, which has an ultimate right-of-way width of 50 feet pursuant to Table MBL-1 of the City's Comprehensive Plan; and

WHEREAS, in order to achieve a right-of-way width of 50 feet, the Owner would be required to dedicate five feet for the SE 8th Street right-of-way abutting the Property; and

WHEREAS, the Owner requested a reduction in the required right-of-way dedication from five feet to zero feet for SE 8th Street, which will maintain the right-of-way at 40 feet in width; and

WHEREAS, at its meeting of August 8, 2024, the Development Management Services Group ("DSMG") did not support the request; and

WHEREAS, pursuant to the City's Land Development Regulations Section 5.3.1(A)(7)(a), the Owner appealed the decision of the DSMG to the City Commission; and

WHEREAS, the appeal was presented to the City Commission at a quasi-judicial hearing on October 1, 2024; and

WHEREAS, the City Commission granted a reduction of the right of way width of SE 8th Street abutting the property, subject to the condition that the Owner execute an easement agreement in a form acceptable to the City; and

WHEREAS, the Owner is required to execute and record a five-foot General Utility Easement in favor of the City, as more particularly described in Exhibit "B", attached hereto and incorporated herein ("Easement Area"); and

WHEREAS, Owner desires to construct and maintain certain improvements within the Easement Area, pursuant to the terms of this Agreement; and,

WHEREAS, this Agreement shall in no way be deemed an actual, constructive, or any other type of abandonment by the City of the General Utility Easement; and,

WHEREAS, the City reserves the right at any time to utilize the General Utility Easement for utility purposes; and,

WHEREAS, the parties hereto mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them in this Agreement.

2. The Owner acknowledges the City shall assume no liability or responsibility for said land, structures, improvements, materials, appurtenances, or the partial or complete destruction or removal of the same on the Property or the Easement Area.

3. Nothing in this Agreement relieves the Owner of any obligation imposed under the City's Land Development Regulations or Code of Ordinances. The Owner is responsible for obtaining any and all permits required in connection with the construction, installation, or maintenance of the improvements in the Easement Area.

4. The Owner shall maintain the improvements in the location and manner depicted in Exhibit "C", attached hereto and incorporated herein.

5. The Owner, in consideration of the mutual promises contained herein and other good and valuable consideration, agrees to hold harmless the City, its agents, officers, employees and servants from any damage to the improvements placed within the Easement Area. It is

understood that any cost for replacement of the improvements shall be the Owner's responsibility and the City will not be held liable for any damage as a part of any maintenance or construction within the Easement Area.

6. Owner shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Owner, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Owner shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

7. The City or its officers, agents, servants, employees, contractors, or representatives shall be allowed to access the enclosed portion, if any, of the Easement Area at any time for any purpose.

8. Owner shall remove any and all improvements from the Easement Area within twenty (20) days of receiving notice from the City requesting removal. If Owner fails to remove the improvements, the City reserves the right to remove them and invoice the Owner for the cost of such removal. If the Owner fails to pay the invoice within thirty (30) days, the City is authorized to record a lien against the Property for the unpaid total. The City, its officers, agents, servants, employees, or contractors shall not be responsible for any damage that may occur to the Property or improvements within the Easement Area during such removal. The City may request the removal of the improvements for any reason and in its sole discretion. In the event that such a request is made by the City, Owner agrees to repair and/or restore the ROW.

9. All notices required or allowed by this Agreement shall be delivered in person or mailed to the party at the following address(es):

City: City Manager
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

With a copy to: City Attorney
City of Delray Beach
200 NW 1st Avenue
Delray Beach, FL 33444

Owner: 735 Delray LLC.
1116 SW 10th Avenue
Suite B
Delray Beach, FL 33444

10. This Agreement shall be binding on the Parties, their respective heirs, successors, legal representatives, and permitted assigns and shall be recorded in the Public Records of Palm Beach County and shall run with the land.

11. Each person signing this Agreement represents and warrants to all other parties that said person has full right and authority to sign this agreement on behalf of the party for whom it is being signed.

12. This Agreement constitutes the entire agreement between the City and Owner and may not be altered, amended, or modified except by an instrument in writing signed by the parties to the agreement with all the same formalities as this agreement.

13. This Agreement shall be governed by the laws of the State of Florida. Any proceeding initiated to enforce the provisions of this Agreement shall be brought in the State or Federal courts located in Palm Beach County, Florida. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this Agreement, each party shall pay their own attorney's fees and costs, including appellate fees and costs. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED.

14. The City hereby reserves the right to enforce this Agreement by pursuing any and all remedies provided by law or in equity. All of the remedies available to the City shall be cumulative, and the City's election to pursue any remedy shall not preclude the City for then or later pursuing any one or more other remedies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf this 9 day of July, 2025.

WITNESS #1

Madison Pysarchak
Signature
Madison Pysarchak
Printed or Typed Name

1116 SW 10th Ave, Suite A
Delray Beach, FL 33444
Address

735 DELRAY, LLC

By: Matthew Wolf

Name: Matthew Wolf

Its: Managing Member

Date: 7-9-25

WITNESS #2: Lucy D. Reda
Signature
Lucy D. Reda
Printed or Typed Name

1116 SW 10th Ave, Suite A
Delray Beach, FL 33444
Address

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of July, 2025 by Matthew Wolf (name of person), as Managing Member authority) for 735 Delray LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____

Donna M. Prakas
Notary Public – State of FL



DONNA M. PRAKAS
Commission # HH 580387
Expires August 15, 2028

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Alexis Giving, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to legal form
and sufficiency:

Lynn Gelin, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF OWNER'S PROPERTY

Lot 25, Block 13, OSCEOLA PARK, according to the map or plat thereof as recorded in Plat Book 35669, Page 1513, Public Records of Palm Beach County, Florida.

Parcel Identification Number: 12-43-46-21-01-013-0250.

EXHIBIT "B"
LEGAL DESCRIPTION OF GENERAL UTILITY EASEMENT AREA



947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION - UTILITY EASEMENT

LOT 25 BLOCK 13 735 SE 4TH AVENUE (NOT A SURVEY)

LEGAL DESCRIPTION

THE SOUTH 5.00 FEET OF LOT 25 BLOCK 13, "OSCEOLA PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3 AT PAGE 2 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.

NOTES

1. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED OR REFERENCED IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
3. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 00°00'05" EAST ALONG THE CENTERLINE OF S.E. 4TH AVENUE.

ABBREVIATIONS

ASPH	•	ASPHALT
C&G	•	CURB & GUTTER
CONC.	•	CONCRETE
COV	•	COVERED
D	•	DELTA (CENTRAL ANGLE)
D.E.	•	DRAINAGE EASEMENT
F.F. ELEV.	•	FINISHED FLOOR ELEVATION
I.R.	•	IRON ROD
I.R.C.	•	IRON ROD AND CAP
L.B.	•	LICENSED BUSINESS
L.S.	•	LICENSED SURVEYOR
O.R.B.	•	OFFICIAL RECORDS BOOK
P.B.	•	PLAT BOOK
P.B.C.R.	•	PALM BEACH COUNTY RECORDS
PG.	•	PAGE
PROP.	•	PROPOSED
P.S.M.	•	PROFESSIONAL SURVEYOR & MAPPER

CERTIFICATION

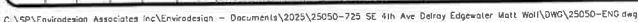
I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.


JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111



Project Name:	LOT 25 BLOCK 13	DATE:	5/5/2025
JOB NO.	25121	DWG BY:	JSH
		CK'D By:	AJR
			SHEET 1 OF 2

EXHIBIT "C"
SITE PLAN



NOTE: CONTRACTOR TO FIELD VERIFY EXISTING LOCATIONS AND DEPTHS OF ALL UTILITIES AT TIME OF CONSTRUCTION AND REPORT ANY DISCREPANCIES TO ENVIRONMENTAL ASSOCIATES, INC.

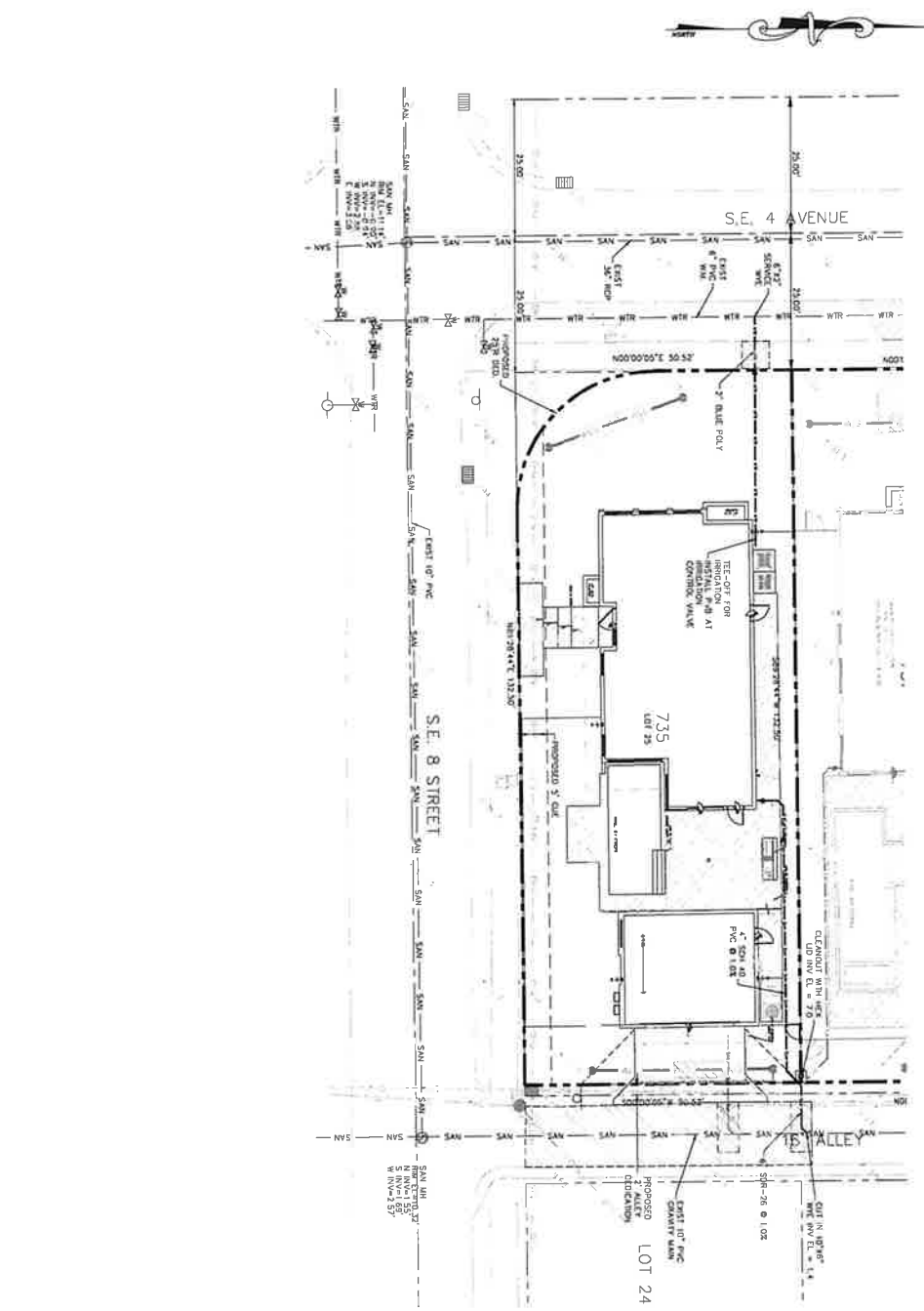
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LOCATION MAP
N.T.S.

LEGEND

- PROPOSED WATER MAIN
- PROPOSED WASTEWATER MAIN
- PROPOSED FIRE MAIN
- PROPOSED GATE VALVE
- EXISTING MANHOLE
- PROPOSED MANHOLE
- PROPOSED SEWER ELEVATION
- PROPOSED SEWER SERVICE WITH CLEANOUT & REMOVAL LID

SCALE: 1" = 10'

DATE: 07/03/25

JOB NO.: 25050-ENG

SHEET NO.: 2 OF 6

WATER & WASTEWATER PLAN FOR:
SINGLE FAMILY RESIDENCE
735 SE 4TH AVE
DELRAY BEACH, FLORIDA

enviroDesign Associates, Inc.
ENGINEERS & ENVIRONMENTAL CONSULTANTS
1855 Dr. Andrew Way, Delray Beach, FL 33445
Tel: (561) 274-8558 Fax: (561) 274-8550

Joseph A. Pike
Professional Engineer
No. 12345
Exp. 12/31/2025
Seal No. 12345

