

Prepared by: RETURN:

Janice Rustin, Esq.
City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, Florida 33444

P.C.N.#

EASEMENT AGREEMENT

THIS INDENTURE, made this 13th day of July, 2017, by and between **FFS ENTERPRISES LLC**, a Delaware limited liability company, with a mailing address of c/o Kaufman Lynn Construction, 4850 T-Rex Avenue, Suite 300, Boca Raton, Florida 33431 ("Grantor"), and the **CITY OF DELRAY BEACH** with a mailing address of 100 N.W. 1st Avenue, Delray Beach, Florida 33444, a municipal corporation in Palm Beach County, State of Florida ("Grantee").

WHEREAS, Grantor owns certain real property in the City of Delray Beach, Palm Beach County, Florida, where Grantee desires to use a mass public transit shelter; and

WHEREAS, Grantor has agreed to grant an easement to be used by Grantee for a mass public transit shelter as further described herein.

WITNESSETH: That Grantor, for and in consideration of the mutual promises herein contained and other good and valuable considerations, does hereby grant, bargain, sell and release unto the Grantee, its successors and assigns, a perpetual, non-exclusive easement for operation and maintenance activities of a public transit boarding and alighting area, and any and all appurtenances pertaining thereto, as approved by the Grantee, to be installed and constructed at Grantor's sole cost and expense, under, across, through and upon, over, under or within the following described property located in Palm Beach County, Florida, to-wit (the "Easement Land"):

DESCRIPTION

See Exhibit "A"

Concomitant and coextensive with this right is the further right in the Grantee, its successors and assigns, of ingress and egress over and on the Easement Land, to affect the purposes of this easement, as expressed hereinafter.

That this easement shall be subject only to those easements, restrictions, and reservations of record. That the Grantor agrees to provide for the release or subordination of any and all

mortgages or liens encumbering the Easement Land. The Grantor also agrees to erect no building or affect any other kind of construction or improvements upon the Easement Land, except for a Grantee-approved mass public transit shelter, and any and all appurtenances pertaining thereto.

Grantor does hereby fully warrant the title to the Easement Land and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good right and lawful authority to grant the above-described easement. Where the context of this Easement Agreement allows or permits, the same shall include the successors or assigns of the parties.

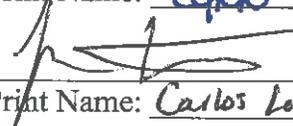
Subject to the monetary and all other limitations contained in Section 768.28, Florida Statutes, the Grantee agrees to indemnify and hold Grantor harmless from any and all damages, claims, causes of action, or liabilities for personal injury, bodily injury, and/or property damage attributable to negligent acts or omissions of the Grantee or its officers, employees, servants and agents. Notwithstanding anything contained to the contrary herein, the Grantee's indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, and nothing in the indemnification is meant to or shall serve as a waiver of any of the requirements or limitations contained in Section 768.28, Florida Statutes. This indemnification provision shall continue indefinitely and survive the cancellation, termination, expiration, lapse, or suspension of this Easement Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Easement Agreement set their hands and seals the day and year first above written.

WITNESSES:

Grantor:
FFS ENTERPRISES LLC, a Delaware limited liability company

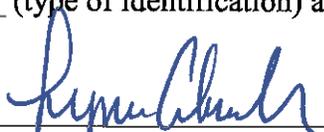

Print Name: Lynn Almolda

Print Name: Carlos Lorenzo

By: 
Print Name: Michael Kaufman
Title: Manager

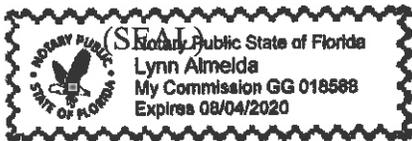
(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of July, 2017, by Michael Kaufman, as Manager of FFS ENTERPRISES LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me or has produced _____ (type of identification) as identification.



Notary Public – State of Florida



ATTEST:

Grantee:
CITY OF DELRAY BEACH, FLORIDA

Katerri Smith, City Clerk

By: _____
Cary D. Glickstein, Mayor

Approved as to Form:

R. Max Lohman, City Attorney

MORTGAGEE’S CONSENT, SUBORDINATION AND JOINDER

This Consent, Subordination and Joinder (“Joinder”) by _____ (the “Mortgagee”) is made this ____ day of _____, 2017. For good and valuable consideration, the receipt of which is acknowledged, the Mortgagee, as owner and holder of the Mortgage and Security Agreement dated November 23, 2016, and recorded in Official Records Book 28734, Page 235 of the public records of Palm Beach County, Florida (the “Mortgage”) hereby consents to the making and recording of the Easement Agreement to which this Joinder is attached (“Agreement”). The Mortgagee hereby consents and agrees that the aforesaid Mortgage held by Mortgagee is and shall be subject and subordinate to the foregoing Agreement; provided, however, that nothing herein contained shall in anyway impair, alter or diminish the effect, lien or encumbrance of the Mortgage on the mortgaged premises, or any of the rights and remedies of the Mortgagee or any subsequent holder thereof, nor shall anything herein contained be construed as an assumption by the Mortgagee of any obligations of the parties of the foregoing Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of the day and year first above written.

WITNESSES:

Mortgagee:
FLORIDA COMMUNITY BANK, N.A.

(name printed or typed)

By: _____
Print Name: _____

(name printed or typed)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by _____ (name of officer or agent), of Florida Community Bank, N.A., a national banking association, on behalf of such association. He/She is personally known to me or has produced _____ (type of identification) as identification and did/did not take an oath.

Signature of Notary Public - _____
State of _____

(SEAL)

Exhibit A

DESCRIPTION:

A PORTION OF LOT 2, OF CORPORATE TECH CENTER PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 54, PAGE 177, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE, ALONG THE WEST LINE OF SAID LOT 2, NORTH 00°18'55" WEST, A DISTANCE OF 204.32 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID WEST LINE, NORTH 00°18'55" WEST, A DISTANCE OF 30.00 FEET; THENCE, DEPARTING SAID WEST LINE, NORTH 89°41'05" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°18'55"W, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°41'05" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET OR 0.0069 ACRES, MORE OR LESS.
LANDS SITUATE IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A RECORD PLAT BEARING OF SOUTH 89°12'30" WEST, ALONG THE SOUTH LINE OF LOT 2, CORPORATE TECH CENTER PLAT NO. 2, AS RECORDED IN PLAT BOOK 54, PAGE 177, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON NOVEMBER 11, 2016. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

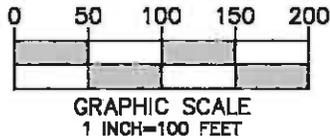
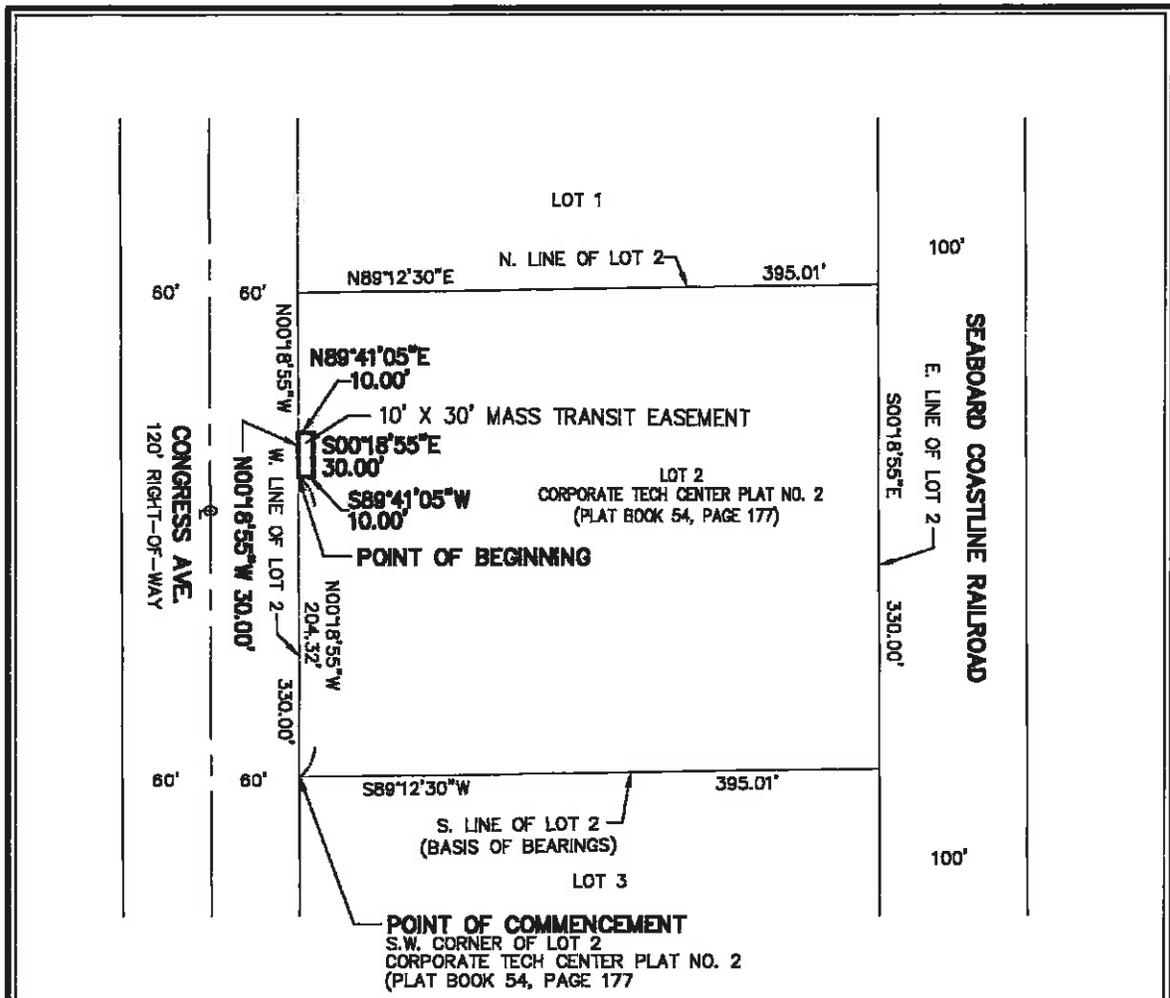
SHEET 1 OF 2

	CAULFIELD & WHEELER, INC.
	CIVIL ENGINEERING - LAND SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452

DAVID P. LINDLEY REGISTERED LAND SURVEYOR NO. 5005 STATE OF FLORIDA LB# 3591
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DATE	11/11/16
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7450-MTE

MASS TRANSIT EASEMENT EASEMENT LOT 2, CORPORATE TECH CENTER PLAT NO. 2 SKETCH OF DESCRIPTION



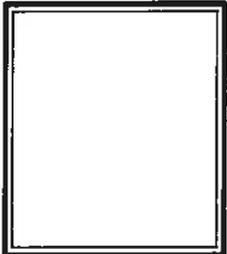
LEGEND/ABBREVIATIONS
 C - CENTERLINE
 O.R.B. - OFFICIAL RECORD BOOK
 LB - LICENSED BUSINESS

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.

 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

**MASS TRANSIT EASEMENT
 LOT 2, CORPORATE TECH CENTER PLAT NO. 2
 SKETCH OF DESCRIPTION**



DATE	11/11/16
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7450-MTE