

Prepared by: RETURN:

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

PCN 12-43-46-08-13-000-0020
Address 410 Enfield Terrace, Delray Beach, FL

WATER AND SEWER UTILITY EASEMENT AGREEMENT

THIS INDENTURE made this ___ day of _____, 202_, between Ronald L. Stevenson

with a mailing address of 410 Enfield Terrace, Delray Beach, FL 33444, GRANTOR, and **CITY OF DELRAY BEACH, FLORIDA**, a Florida municipal corporation with a mailing address of 100 N.W. 1st Avenue, Delray Beach, Florida 33444, GRANTEE.

(Whenever used herein the term "GRANTOR" and "GRANTEE" include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, whenever the context so admits or requires.)

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 exclusive easement which shall permit the GRANTEE authority to enter upon the property of the GRANTOR at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect potable water, reclaimed water and/or wastewater pipelines, appurtenant facilities, and equipment, including but not limited to wastewater pump stations and fencing, with the full and free right, liberty, enter upon and to install, operate and maintain such facilities under, across, through and upon, over or within the following described property located in Palm Beach County, Florida, to-wit:

See Exhibit "A" attached hereto.

Concomitant and coextensive with this right is the further right in the Grantee, its successors and assigns, of ingress and egress over and on that portion of land described above, 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 this Easement. The GRANTOR agrees to erect no building or affect any other kind of construction or improvements upon the above-described property without prior consent of the GRANTEE. The GRANTEE shall have the right to remove any permanent or temporary structure in order to access the Easement for the installation, maintenance, or repair of the potable water, reclaimed water, wastewater, and related facilities. GRANTEE shall not be responsible for repairing any structures damaged or destroyed while accessing the easement for maintenance or repair. The GRANTEE shall only be responsible for restoring the affected property area to a substantially similar condition utilizing substantially similar materials which were existing before repairs or maintenance

took place, except for unapproved improvements and as to grass areas, the GRANTEE shall only be required to restore grass areas with either Bahia or St Augustine sod, and no specialty sod shall be installed without payment for same by GRANTOR to GRANTEE prior to the restoration of the grass areas.

GRANTOR does hereby fully warrant the title to said 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 and that the same is unencumbered. Where the context of this Easement Agreement allows or permits, the same shall include the successors or assigns of the parties.

IN WITNESS WHEREOF, said Grantor has signed and sealed these presents the day and year first above written.

WITNESS #1



Signature

Esther M. Fanelli

Printed or Typed Name

551 Se 8th St

Delray Beach, FL 33483

Address

WITNESS #2:



Signature

Jennifer A. Ferguson


Printed or Typed Name

551 Se 8th St

Delray Beach, FL 33483

Address

GRANTOR

By: 

Name: Ronald L. Stevenson

Date: April 15, 2025

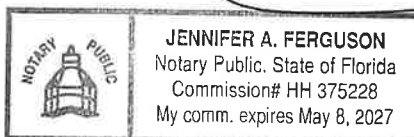
STATE OF FLORIDA

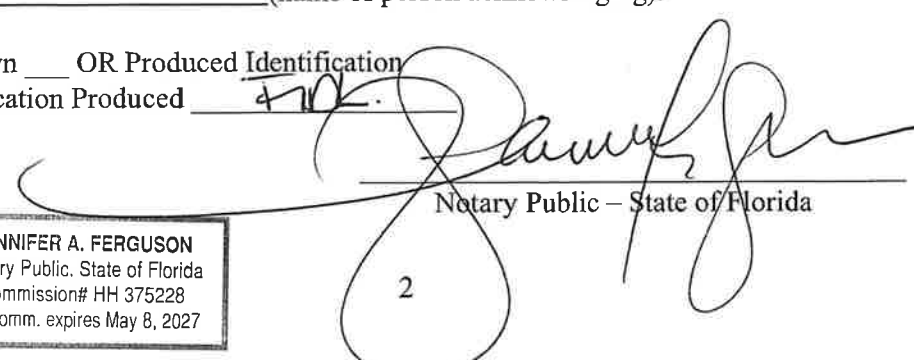
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 15 day of April, 2025, by Ronald L. Stevenson.
(name of person acknowledging).

Personally known OR Produced Identification

Type of Identification Produced ID.




Notary Public - State of Florida

ATTEST:

**GRANTEE/ CITY OF DELRAY BEACH,
FLORIDA**

By: _____
City Clerk

By: _____
City Mayor

Approved as to Form:

By: _____
City Attorney

[Remainder of Page Intentionally Left Blank]

EXHIBIT “A”

SCALE = 1" = 30'

SCALE = 1" = 30'

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

RONALD L. STEVENSON

[illegible]

LEGEND:
[SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING]

[illegible]

DRAWN BY: C.C.

ORDER NO: 262046

ORDER NO.: _____
REVISED: _____

REVISIONS:

1

10

100

HEREBY CERTIFY THAT THIS SURVEY MEETS
OR EXCEEDS THE STANDARDS OF PRACTICE
SET FORTH BY THE FLORIDA BOARD OF
PROFESSIONAL SURVEYORS AND MAPPERS
PER CHAPTER 5J-17, FLORIDA
ADMINISTRATIVE CODE,
PURSUANT TO SECTION 472.027, FLORIDA
STATUTES.

NEXGEN LAND SOLUTIONS, LLC
5647 PROSPERITY FARMS ROAD,
WEST PALM BEACH, FL 33403
NEXGENLOGIX.COM LBF#8642
PHONE: 561.508.6272
FAX: 561.508.6309

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.

Digitally signed by THOMAS F LUBANOVIC
DN: c=US, o=Unaffiliated,
dnQualifier=A01410C0000019377F2457
900647370, cn=THOMAS F LUBANOVIC
Date: 2025.04.14 13:38:54 -04'00'

THOMAS LUBANOVIC PSM FLORIDA REGISTRATION NO. 6939