

Prepared by: RETURN:

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

PCN 12-42-46-14-00-000-5010
Address 14535 S Military Trail

WATER AND SEWER UTILITY EASEMENT AGREEMENT

THIS INDENTURE made this ____ day of _____, 2026, between **RPT REALTY, L.P.**, a Delaware limited partnership with a mailing address of c/o Kimco Realty Corporation, 500 North Broadway, Suite 201, Jericho, New York 11753, 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 non-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, underground appurtenant facilities, and equipment, including but not limited to underground wastewater pump stations, with the full and free right, liberty, enter upon and to install, operate and maintain such facilities under, across, through, and within a portion of the property located in Palm Beach County, Florida known as PCN 12-42-46-14-00-000-5010, identified as the Easement Area is shown on Exhibit A, to-wit:

See Exhibit "A1" 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 acknowledges there are no mortgages or other liens subject to foreclosure encumbering the 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, except as to any improvements identified in an approved site plan, including, but not limited, paving, sidewalks, drive lanes and aisles, and landscaping and nonstructural components typical for the operation of a shopping center, including the replacement of any such improvement. 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 provide GRANTOR with advanced written notice of any such removal, except in an emergency situation. 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

Printed or Typed Name

Kira IBARRA
1964 West Gray, Ste. 200
Houston, TX 77019

OWNER

By:

Name: Gary J. Bazydlo

Title: Vice President

Company: RPT REALTY, L.P., a Delaware limited partnership
By: KRCX RPT Holdings, LLC, its general partner

Address: 500 North Broadway, Suite 201, Jericho, NY 11753

Date: 5-18-2026

WITNESS #2:

Signature

Printed or Typed Name

Carmen Zinkeenaged
1964 West Gray, Ste 200.
Houston, TX 77019
Address

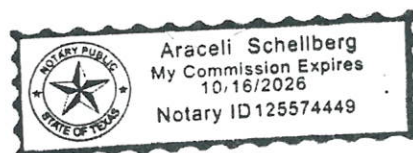
STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of May, 2026 by Gary J. Bazydlo (name of person), as Vice President (type of authority) for KRCX RPT Holdings, LLC, general partner of RPT Realty, L.P. (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification

Type of Identification Produced _____



Notary Public - State of

ATTEST:
FLORIDA

GRANTEE/ CITY OF DELRAY BEACH,

By: _____
City Clerk

By: _____
City Mayor

Approved as to Form:

By: _____
City Attorney

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EXHIBIT “A”

"EXHIBIT A1"

DESCRIPTION OF A UTILITY EASEMENT
(NOT A SURVEY)

LEGAL DESCRIPTION

A PORTION OF THE EAST 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST PROLONGATION OF THE NORTH RIGHT-OF-WAY LINE OF WEST ATLANTIC AVENUE (STATE ROAD 806) AND THE SOUTH PROLONGATION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH MILITARY TRAIL (STATE ROAD 809); THENCE RUNNING ALONG SAID NORTH RIGHT-OF-WAY LINE OF WEST ATLANTIC AVENUE, SOUTH 89°15'53" WEST, FOR A DISTANCE OF 1266.06 FEET TO A POINT ON THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE AND RUNNING ALONG SAID WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, NORTH 00°19'47" WEST, FOR A DISTANCE OF 591.86 FEET TO A POINT ON THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14; THENCE RUNNING ALONG SAID NORTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, NORTH 88°23'38" EAST, FOR A DISTANCE OF 334.32 FEET TO A POINT ON THE WEST LINE OF THE EAST 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14; THENCE CONTINUING ALONG A EAST PROLONGATION OF THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, NORTH 88°23'38" EAST, FOR A DISTANCE OF 29.57 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID PROLONGATION LINE, NORTH 02°48'48" EAST, FOR A DISTANCE OF 15.29 FEET; THENCE SOUTH 87°11'12" EAST, FOR A DISTANCE OF 12.00 FEET; THENCE SOUTH 02°48'48" WEST, FOR A DISTANCE OF 24.28 FEET; THENCE NORTH 58°04'33" EAST, FOR A DISTANCE OF 12.72 FEET; THENCE SOUTH 31°55'27" EAST, FOR A DISTANCE OF 12.00 FEET; THENCE SOUTH 58°04'33" WEST, FOR A DISTANCE OF 10.30 FEET; THENCE SOUTH 57°37'09" EAST, FOR A DISTANCE OF 41.64 FEET; THENCE NORTH 89°29'17" EAST, FOR A DISTANCE OF 31.06 FEET; THENCE NORTH 51°23'18" EAST, FOR A DISTANCE OF 15.56 FEET; THENCE SOUTH 89°50'26" EAST, FOR A DISTANCE OF 20.08 FEET; THENCE SOUTH 00°09'34" WEST, FOR A DISTANCE OF 12.00 FEET; THENCE NORTH 89°50'26" WEST, FOR A DISTANCE OF 15.85 FEET; THENCE SOUTH 51°23'18" WEST, FOR A DISTANCE OF 15.48 FEET; THENCE SOUTH 89°29'17" WEST, FOR A DISTANCE OF 38.74 FEET; THENCE NORTH 57°37'09" WEST, FOR A DISTANCE OF 31.84 FEET; SOUTH 00°34'14" EAST, FOR A DISTANCE OF 26.65 FEET; THENCE SOUTH 89°25'46" WEST, FOR A DISTANCE OF 12.00 FEET; THENCE NORTH 00°34'14" WEST, FOR A DISTANCE OF 34.42 FEET; THENCE NORTH 57°37'09" WEST, FOR A DISTANCE OF 4.81 FEET; THENCE SOUTH 58°04'33" WEST, FOR A DISTANCE OF 77.75 FEET; THENCE NORTH 31°55'27" WEST, FOR A DISTANCE OF 18.32 FEET; THENCE SOUTH 87°33'45" WEST, FOR A DISTANCE OF 12.81 FEET; THENCE NORTH 02°26'15" WEST, FOR A DISTANCE OF 12.00 FEET; THENCE NORTH 87°33'45" EAST, FOR A DISTANCE OF 22.50 FEET; THENCE NORTH 58°04'33" EAST, FOR A DISTANCE OF 68.02 FEET; THENCE NORTH 02°48'48" EAST, FOR A DISTANCE OF 2.71 FEET TO THE POINT OF BEGINNING.

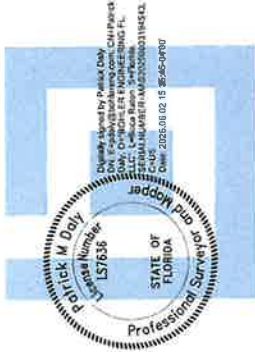
CONTAINING: 4.410 SQUARE FEET OR 0.101 ACRES (MORE OR LESS).

NOTES:

- 1. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF WEST ATLANTIC AVENUE, AS BEING SOUTH 89°15'53" WEST. THIS OFFICE HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAY.
- 2. THE PURPOSE OF THIS DOCUMENT IS TO DESCRIBE AND REPRESENT A UTILITY EASEMENT, AS SHOWN HEREON. (SEE SHEET 2 FOR SKETCH)
- 3. THIS SKETCH DOES NOT REPRESENT A LAND SURVEY.
- 4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY ANYONE OTHER THAN THE SIGNING PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 5. THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS "SKETCH AND DESCRIPTION" WAS MADE UNDER MY DIRECT SUPERVISION ON JUNE 2, 2026 AND MEETS THE APPLICABLE CODES AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND IS CERTIFIED TO PALM BEACH COUNTY.



PATRICK M. DALY LS NO. 7636
JUNE 2, 2026

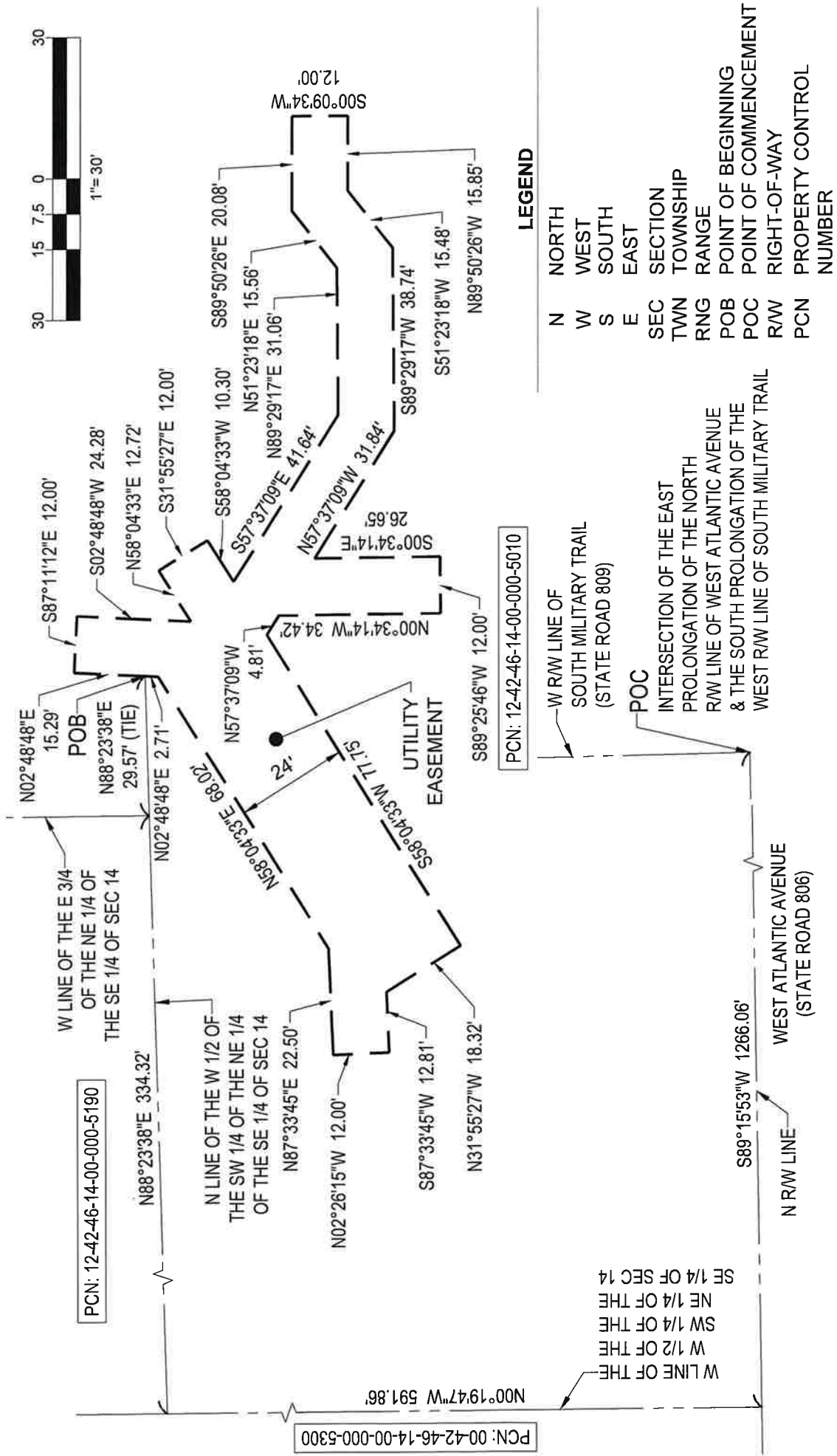
"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER"

SCALE:	DATE	DRAWN	PROJECT	SEC. 14
N.T.S.	06/02/2026	PD	FLB250031	TWN. 46 S RNG. 42 E

SHEET 1 OF 2

1900 NW CORPORATE BLVD., SUITE 101E
BOCA RATON, FL 33431 561.571.0280





SCALE: 1"=30'	DATE 06/02/2026	DRAWN PD	PROJECT FLB250031	SEC. 14 TWN. 46 S RNG. 42 E	SHEET 2 OF 2	1900 NW CORPORATE BLVD., SUITE 101E BOCA RATON, FL 33431 561.571.0280	BOHLER TH
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