

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

PCN: 12-43-46-16-18-000-0210
Address: 212 Seabreeze Avenue, Delray Beach, FL

DRAINAGE EASEMENT AGREEMENT

THIS INDENTURE, made this _____ day of _____, 2022, by and between **Michael Marco and Antonina Marco**, with a mailing address of 1730 South Federal Highway, Suite 396, Delray Beach, FL 33483 (Grantor), and the **CITY OF DELRAY BEACH**, a municipal entity, 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):

WITNESSETH: That the 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 for the purpose of the construction and maintenance of public utilities/drainage facilities with full and free right, liberty, and authority to 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:

DESCRIPTION

See Composite Exhibit "A" (Easement Area – Sketch and Legal Description)

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 the Utility 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 written consent of the Grantee. The Grantee shall have the right to remove any permanent or temporary structure in order to access the easement for maintenance or repair of the public utilities/drainage facilities; and Grantee shall not be responsible for repairing any structure 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 that 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 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 except as provided above. Where the context of this Easement Agreement allows or permits, the same shall include the successors or assigns of the parties.

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

WITNESSES:

[Signature]

Signature

Dora C. Serru

Print Name

[Signature]

Signature

Veronica Casas

Print Name

GRANTOR

By: Antonia Marco

Name: Antonia MARCO

Its: owner

Date: 04-22-2022

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of April, 2022 by ANTONINA MARCO (name of person acknowledging).

Personally known ☐ OR Produced Iden

Type of Identification Produced PC [Redacted] [Redacted] [Redacted]



[Signature]

Notary Public - State of Florida

RAFAEL A. URDANETA

[Remainder of Page Intentionally Left Blank]

WITNESSES:

Signature

Ronald Jane

Print Name

Alexis Davis

Signature

Alexis Davis

Print Name

GRANTOR

By:

Name:

Michael Marco

Its:

Owner

Date:

April 22, 2022

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of April, 2022, by Michael Marco (name of person acknowledging).

Personally known OR Produced Identification

Type of Identification Produced FL PL



Notary Public – State of Florida

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ATTEST:

By: _____
City Clerk

GRANTEE/ CITY

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

By: _____
City Attorney

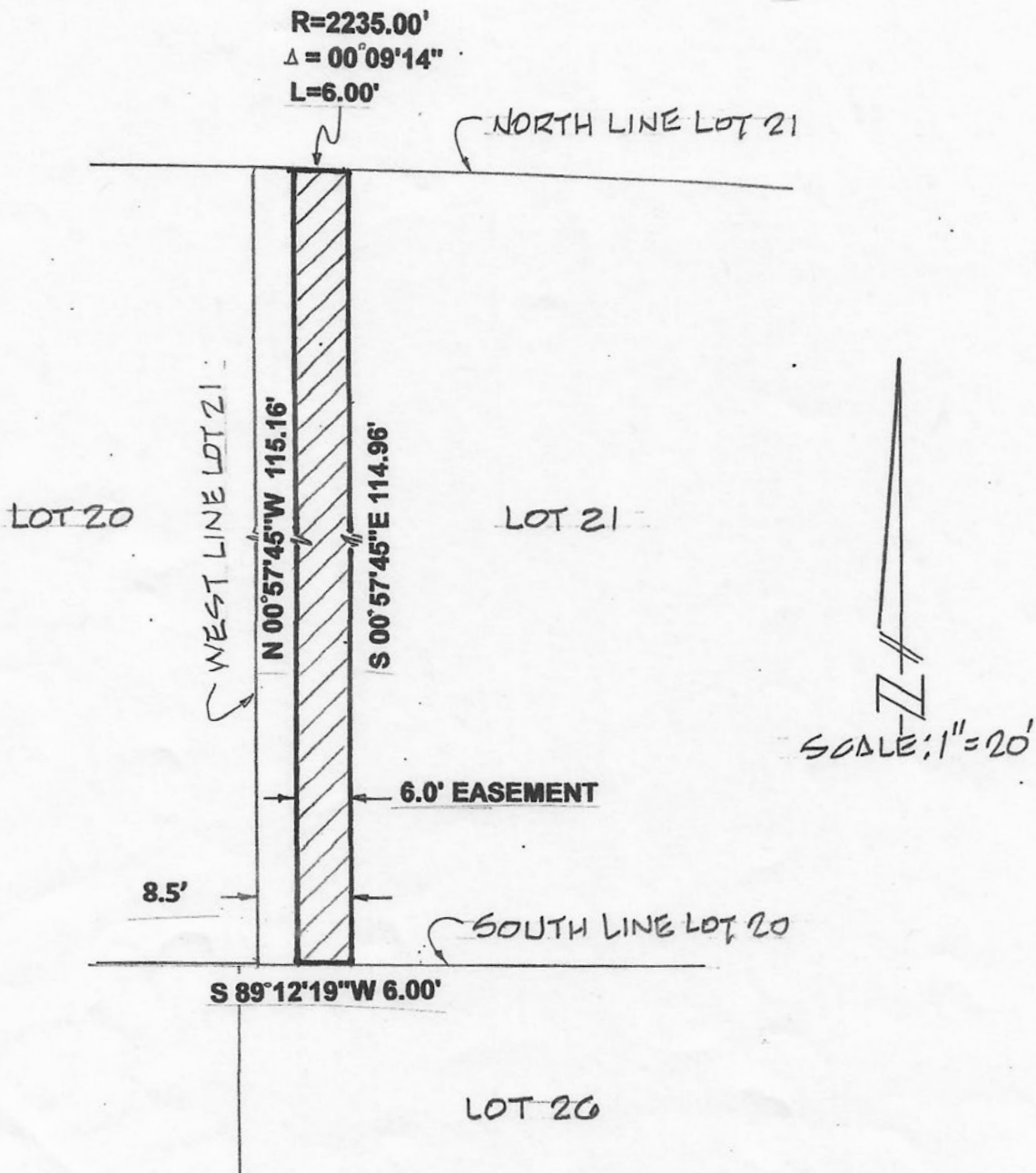
[Remainder of Page Intentionally Left Blank]

EXHIBIT A

EASEMENT AREA – SKETCH AND LEGAL DESCRIPTION

SKETCH OF DESCRIPTION

THE EAST 6.00 FEET OF THE WEST 8.5 FEET OF LOT 21 OF THE PLAT
DELRAY BEACH ESPLANADE AS RECORDED IN PLAT BOOK 18 PAGE 39
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA



THIS IS NOT A SURVEY

7-18-031A

Renner Burgess, Inc.

LAND SURVEYING

801 S.E. 6th Ave., Suite 101
Delray Beach, FL 33483

Phone 561-243-4624
Fax 243-4869

AUTHORIZATION NUMBER LB6504

I HEREBY CERTIFY THAT THE SKETCH OF BOUNDARY SURVEY
SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET
FORTH IN CHAPTER SJ-17-050-052, FLORIDA ADMINISTRATIVE
CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Not valid unless
sealed with embossed
surveyor's seal

HARRY A. BURGESS PLS 5089