

Prepared by:

John C. Primeau, Esq.
Primeau Law, P.A.
12555 Orange Drive
Suite 100-B
Davie, FL 33330

Record and return to:

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

PCN# 12-43-46-17-72-018-0000

Address: 35 NW 4th Avenue, Delray Beach, FL 33444

WATER AND SEWER UTILITY EASEMENT AGREEMENT

THIS INDENTURE made this _____ day of _____, 20____, between **ATLANTIC GROVE TOWNHOME ASSOCIATION, INC.**, a Florida not-for-profit corporation, with a mailing address of c/o GRS Community Management, 3900 Woodlake Blvd., #309, Lake Worth, FL 33463, 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.)

W I T N E S S E T H:

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.

[Remainder of Page Intentionally Left Blank]

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

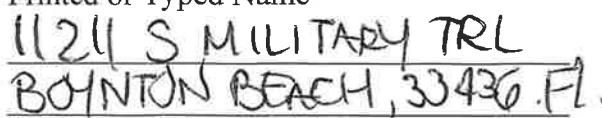
WITNESS #1



Signature



Printed or Typed Name



Address

GRANTOR

By: 

Name: Eric Mintz

Title: President

for

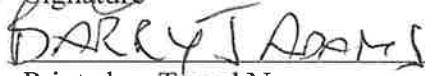
Company:

ATLANTIC GROVE TOWNHOME
ASSOCIATION, INC., a Florida not-
for-profit corporation

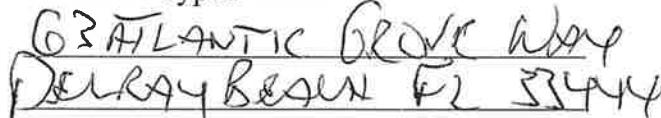
WITNESS #2



Signature

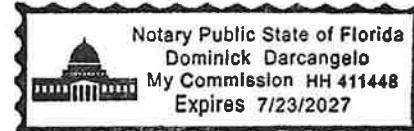


Printed or Typed Name



Address

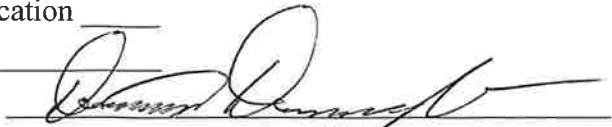
STATE OF FLORIDA
COUNTY OF PALM BEACH



The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of June, 2025, by Eric Mintz (name of person), as President (type of authority) for ATLANTIC GROVE TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation (name of party on behalf of whom instrument was executed).

Personally known X OR Produced Identification

Type of Identification Produced _____


Notary Public – State of Florida

[Remainder of Page Intentionally Left Blank]

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"

DESCRIPTION

THAT PORTION OF TRACT R-3, ATLANTIC GROVE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 133, PAGES 44 THROUGH 46 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT R-3;

THENCE NORTH 88° 28' 32" EAST ALONG THE SOUTH LINE OF SAID TRACT R-3, A DISTANCE OF 2.95 FEET TO THE POINT OF BEGINNING;

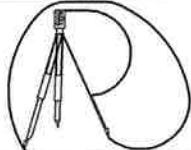
THENCE NORTH 01° 31' 28" WEST, A DISTANCE OF 194.50 FEET;

THENCE NORTH 88° 28' 32" EAST, A DISTANCE OF 24.00 FEET;

THENCE SOUTH 01° 31' 28" EAST, A DISTANCE OF 194.50 FEET TO THE SOUTH LINE OF SAID TRACT R-3;

THENCE SOUTH 88° 28' 32" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.
CONTAINING 4668 SQUARE FEET, MORE OR LESS.



RICHARD H. SMITH, INC.
SURVEYING AND MAPPING
FLORIDA LICENSE NUMBER LB 7667
rsmithsurvey1@gmail.com
1527 BARRYMORE COURT
WELLINGTON, FL 33414
(561) 536-8191

ATLANTIC GROVE PLAT 2
WATER AND SEWER EASEMENT

PROJECT NUMBER: 5700

5700UE

SHEET 1 OF 2