

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

PCNs: 12-43-46-20-18-000-0162
Address: 1043 Wallace Drive, Delray Beach, FL 33444

GENERAL UTILITY EASEMENT AGREEMENT

THIS INDENTURE, made this ____ day of _____, 20__, by and between **SARA A.E. DEGODOI**, with a mailing address of 1043 Wallace Drive, Delray Beach, Florida 33444 (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 non-exclusive easement for the purpose of the construction and maintenance of public utilities ("Utility Easement") 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 as specifically identified on Exhibit "A" attached hereto.

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 effect the purposes of the Utility Easement, as expressed hereinafter. Notwithstanding the foregoing, this easement shall not provide the Grantee any other easement rights not specified herein, over or on any other portion of the property upon which the Utility Easement is not located.

That this Utility Easement shall be subject only to those easements, restrictions, conditions and reservations of record. That the Grantor agrees to provide for the release or subordination of any and all mortgages encumbering this Utility Easement. The Grantor also agrees to erect no building or affect any other kind of construction or improvements upon the property as described in Exhibit "A" that would unreasonably interfere with Grantee's rights, nor shall any such improvements be undertaken without prior consent of the Grantee, and such consent shall not be unreasonably withheld. The Grantee shall have the right to remove any permanent or temporary structure in order to access the Utility Easement for maintenance or repair of the public utilities. The Grantee shall 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.

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 Utility 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:

GRANTOR

Signature

Print Name

Signature

Print Name

By: _____

Name: Sara A.E. DeGodoi

Its: Owner

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 20__, by Sara A.E. DeGodoi.

Personally known ____ OR Produced Identification

Type of Identification Produced _____

(SEAL)

Notary Public – State of Florida

[Remainder of Page Intentionally Left Blank]

ATTEST:

GRANTEE/ CITY

By: _____
City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

By: _____
City Attorney

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EXHIBIT A

SKETCH AND LEGAL DESCRIPTION FOR GENERAL UTILITY EASEMENT

EXHIBIT "A"

DESCRIPTION — NORTH ONE-HALF OF RIGHT-OF-WAY:

A PORTION OF LOT 16 OF THE ESQUIRE SUBDIVISION, AS RECORDED IN PLAT BOOK 23, PAGE 43, A OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF WALLACE DRIVE/GERMANTOWN ROAD AND THE NORTH LINE OF LOT 30, SECTION 20, TOWNSHIP 46 SOUTH, RANGE 43 EAST ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SAID ESQUIRE SUBDIVISION; THENCE N22°26'33"W, ALONG THE EAST RIGHT-OF-WAY LINE OF WALLACE ROAD, A DISTANCE OF 27.42 FEET; THENCE CONTINUE N88°11'02"E, ALONG THE SOUTH LINE OF SAID LOT 16 OF, ESQUIRE SUBDIVISION, A DISTANCE OF 167.41 FEET; THENCE S00°09'44"E, ALONG THE WEST RIGHT OF WAY OF S.W. 10TH AVENUE, A DISTANCE OF 25.01 FEET; THENCE S88°11'02"W, ALONG THE CENTER LINE OF S.W. 11TH STREET, A DISTANCE OF 177.95 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN SECTION 20, TOWNSHIP 46 SOUTH, RANGE 43 EAST, CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA CONTAINING 4316.95 SQUARE FEET, MORE OR LESS.

NOTES:

1. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED BEARING OF S22°26'33"W ALONG THE EAST RIGHT-OF-WAY LINE OF WALLACE DRIVE.
5. THE "DESCRIPTION" HEREON PREPARED BY THE SURVEYOR.
6. 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 APRIL 14, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

4853 NORTH RIGHT OF WAY

SHEET 1 OF 3



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING — LAND PLANNING
LANDSCAPE ARCHITECTURE — SURVEYING

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



JEFFREY R. WAGNER
REGISTERED LAND
SURVEYOR NO. 5302
STATE OF FLORIDA
L.B. 3591

DATE 4/14/2023

DRAWN BY DJH

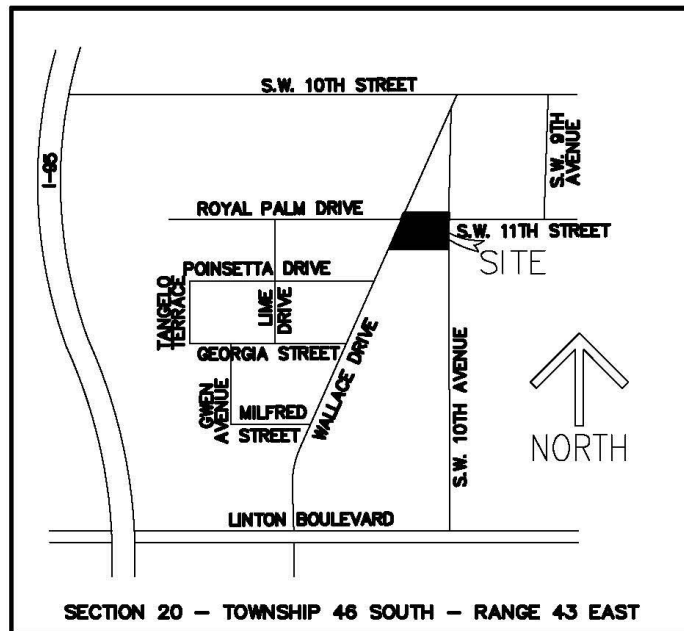
F.B./ PG. N/A

SCALE NONE

JOB: 4853-NORTH

1103 SW 11TH STREET
RIGHT OF WAY DESCRIPTION
SKETCH OF DESCRIPTION

EXHIBIT "A"



VICINITY MAP
NOT TO SCALE

LEGEND/ABBREVIATIONS

E - EASTING (AS USED WITH COORDINATES)
 LB - LICENSED BUSINESS
 N - NORTHING (AS USED WITH COORDINATES)
 ORB. - OFFICIAL RECORD BOOK
 PB. - PLAT BOOK
 PBCUE - PALM BEACH COUNTY UTILITY EASEMENT
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT
 R/W - RIGHT-OF-WAY
 UE - UTILITY EASEMENT

SHEET 2 OF 3

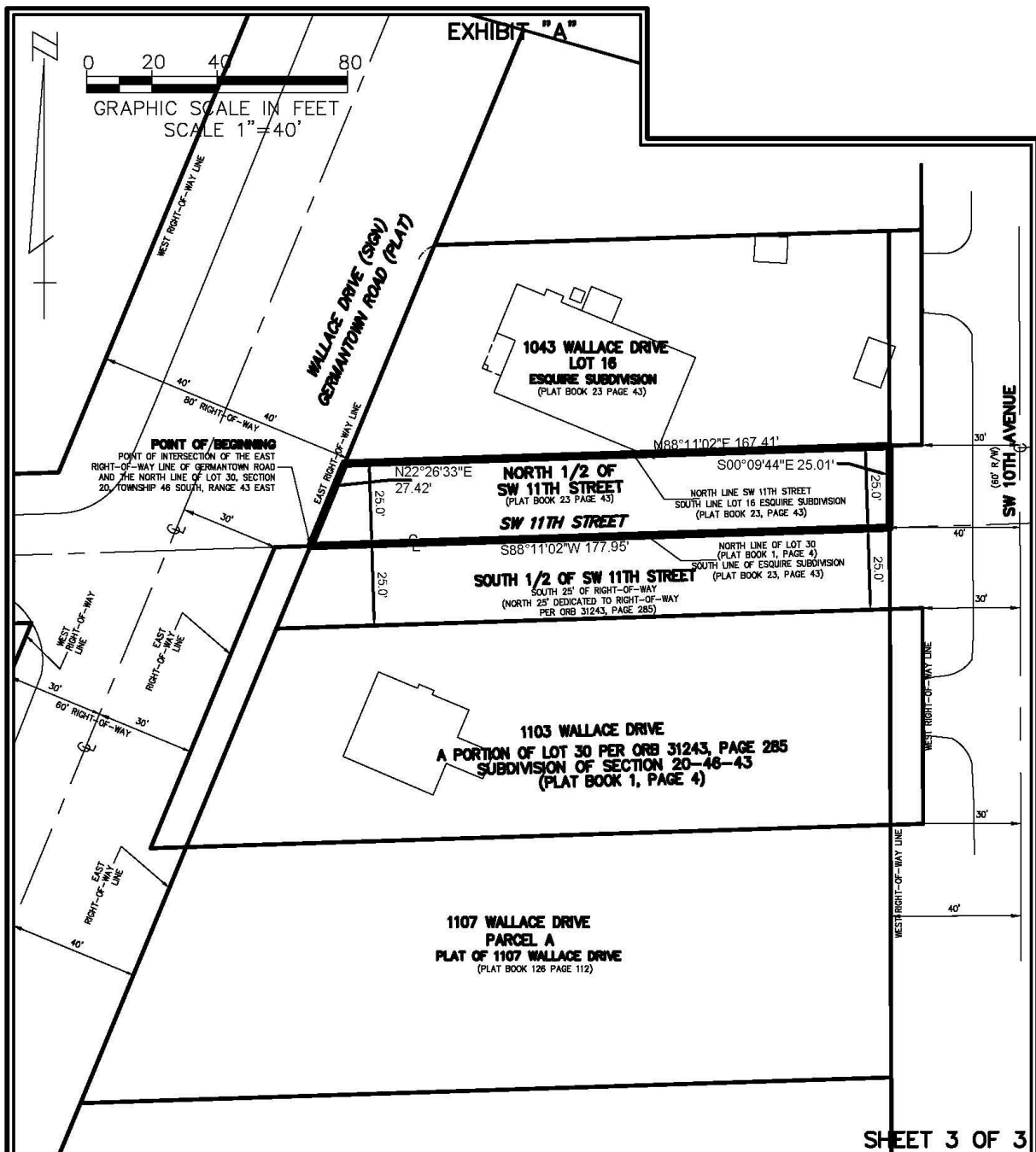


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**1103 SW 11TH STREET
 RIGHT OF WAY DESCRIPTION
 SKETCH OF DESCRIPTION**

DATE	4/14/2023
DRAWN BY	DJH
F.B./ PG.	N/A
SCALE	NONE
JOB:	4853-NORTH



SHEET 3 OF 3



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

1103 SW 11TH STREET
RIGHT OF WAY DESCRIPTION
SKETCH OF DESCRIPTION

DATE	4/14/2023
DRAWN BY	DJH
F.B./ PG.	N/A
SCALE	1" = 40'
JOB:	4853-NORTH