

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

PCN 12-43-46-16-01-008-0320  
Address: 322 SW 7<sup>th</sup> Ave. (Lot 32)

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## GENERAL UTILITY EASEMENT AGREEMENT

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **Delray Beach Community Redevelopment Agency**, with a mailing address of 20 North Swinton Avenue., 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.

ATTEST:

**CITY OF DELRAY BEACH, FLORIDA**

\_\_\_\_\_  
Katerri Johnson, City Clerk

By: \_\_\_\_\_  
Shelly Petrolia, Mayor

Approved as to legal form  
and sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney

WITNESS #1:

\_\_\_\_\_  
\_\_\_\_\_  
(name printed or typed)

By: Delray Beach CRA

By: \_\_\_\_\_  
Shelly Petrolia, Delray Beach CRA Board Chair

WITNESS #2:

\_\_\_\_\_  
\_\_\_\_\_  
(name printed or typed)

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 \_\_\_\_\_, 2020 by **Shelly Petrolia**, as **Delray Beach CRA** Board Chair on behalf of the Board. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not take an oath.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public  
State of \_\_\_\_\_

**EXHIBIT A**

**SKETCH AND LEGAL DESCRIPTION FOR GENERAL UTILITY EASEMENT**

**CONSENT AND JOINDER OF MORTGAGEE**

CITY NATIONAL BANK OF FLORIDA (Mortgagee), is the holder of that certain Mortgage, Assignment of Rents and Security Agreement and Fixture Filing dated as of April 26, 2019, recorded in the Official Records Book 30572 Page 1767, of the Public Records of Palm Beach County, Florida (“Mortgage”), which encumbers the following described property, in Palm Beach County, Florida, to wit:

Parcel "A" of Metropolitan at Delray, according to the plat thereof as recorded in Plat Book 123, Page 52, of the Public Records of Palm Beach County, Florida.

The undersigned, Mortgagee, hereby consents to the foregoing General Utility Agreement (“Easement Agreement”) from **Rosebud 3<sup>rd</sup> Avenue, LLC**, a Florida Limited Liability Company (“Grantor”) to the **City of Delray Beach**, a municipal entity (“Grantee”) and hereby subordinates the lien of its Mortgage to the Easement Agreement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESS #1:

CITY NATIONAL BANK OF FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Printed Name)

(Printed Name & Title)

WITNESS #2:

\_\_\_\_\_

\_\_\_\_\_

**Acknowledgement**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ACKNOWLEDGED and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of CITY NATIONAL BANK OF FLORIDA, on behalf of the financial institution.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[SEAL]