

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

PCN: 12-43-46-16-47-000-0220

Address: 401 NE 2ND Street Delray Beach, FL 33483

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## GENERAL UTILITY EASEMENT AGREEMENT

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **PHG Delray Beach, LLC**, with a mailing address of **ONE ALLIANCE CENTER C/O 3500 LENOX RD NE STE 625 ATLANTA GA 30326 4232** (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.

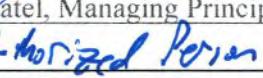
Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good right and lawful authority to grant the above-described Utility Easement and that the same is unencumbered except as 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:

  
Signature  
  
Print Name  
  
Signature  
  
Print Name

GRANTOR

By:   
Name: Mitul Patel, Managing Principal  
Its:   
Date: 3/1/21

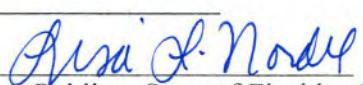
STATE OF FLORIDA *Georgia*  
COUNTY OF PALM BEACH *Fulton*

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4th day of March, 2021, by Mitul Patel (name of person), as Managing Principal (type of authority) for PTG Delray Beach, Inc. (name of party on behalf of whom instrument was executed).

Personally known  OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

(SEAL)



  
Notary Public – State of Florida *Georgia*

ATTEST:

By: \_\_\_\_\_  
City Clerk

GRANTEE/ CITY

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**

See Attached

## EXHIBIT "A"

### DESCRIPTION:

THE NORTH 4.00 FEET OF LOTS 22 AND 23, BLOCK 98, L.R. BENJAMIN'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 18 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.

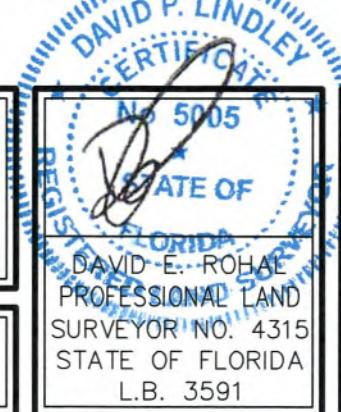
### SURVEYOR'S NOTES:

1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
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 WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF NORTH 01°30'11" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF NORTHEAST 5TH AVENUE (FEDERAL HIGHWAY) RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT (NAD 83/90) AND AS OBSERVED BY FIELD MEASUREMENTS.
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

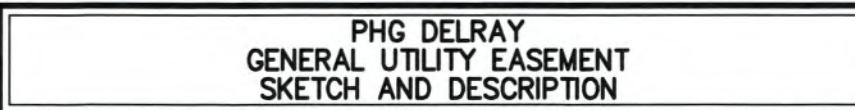
### CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MARCH 1, 2021. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY



SHEET 1 OF 2



DATE	3/01/21
DRAWN BY	der
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	8441 GUE-OS

FEDERAL HIGHWAY (U.S. NO. 1)  
 (STATE ROAD NO. 5)  
 N.E. 5TH AVENUE

WEST RIGHT-OF-WAY LINE  
 N01°30'11"W  
 (BASIS OF BEARINGS)

EXHIBIT "A"

(AITKEN AVENUE - PLAT)  
 N.E. 4TH AVENUE - SIGN  
 40' RIGHT-OF-WAY  
 (P.B. 12, PAGE 18)

LOT 19, BLOCK 98  
 (P.B. 12, PG. 18)

L.R. BENJAMIN'S  
 SUBDIVISION

LOT 20, BLOCK 98  
 (P.B. 12, PG. 18)

GENERAL UTILITY EASEMENT  
 (BY OTHERS)

LOT 21, BLOCK 98  
 (P.B. 12, PG. 18)

7'

3'

N89°24'07"E

-105.00'

105.00'

S89°24'07"W

4.00'

4' GENERAL  
 UTILITY EASEMENT

LOT 22, BLOCK 98  
 (P.B. 12, PG. 18)

LOT 23, BLOCK 98  
 (P.B. 12, PG. 18)

L.R. BENJAMIN'S  
 SUBDIVISION

LOT 31, BLOCK 98  
 (P.B. 12, PG. 18)

LOT 32, BLOCK 98  
 (P.B. 12, PG. 18)

L.R. BENJAMIN'S  
 SUBDIVISION

LOT 33, BLOCK 98  
 (P.B. 12, PG. 18)

PORTION OF BLOCK 98  
 MAP OF THE TOWN OF LINTON, FLORIDA  
 (P.B. 1, PG. 3)

GRAPHIC SCALE

0 20' 40'  
 1 INCH = 40 FEET



NORTH

(THOMAS AVENUE - PLAT)  
 N.E. 2ND STREET - SIGN

50' RIGHT-OF-WAY  
 (P.B. 1, PAGE 3)

THIS IS NOT A SURVEY

LEGEND:

L.B. - LICENSED BUSINESS  
 O.R.B. - OFFICIAL RECORDS BOOK  
 P.B. - PLAT BOOK  
 PGS. - PAGES  
 C - CENTERLINE

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.  
 CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE  
 LAND SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

PHG DELRAY  
 GENERAL UTILITY EASEMENT  
 SKETCH AND DESCRIPTION

DATE 3/01/21

DRAWN BY der

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 8441 GUE-OS