

Prepared by: RETURN:

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

WATER AND SEWER EASEMENT AGREEMENT

THIS INDENTURE, made this 1st day of May, 2018, by and between First Presbyterian Church of Delray Beach, with a mailing address of 33 Gleason Street Delray Beach, FL 33483, Grantor, and the **CITY OF DELRAY BEACH**, 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, under, or within the following described property located in Palm Beach County, Florida, to-wit:

DESCRIPTION

See Exhibit "A" (Easement Area)

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 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 is permitted and authorized to make the improvements as specifically shown on Exhibit "B" but 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 maintenance or repair of the public utilities/drainage 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 area with sod.

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 Deed allows or permits, the same shall include the successors or assigns of the parties.

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

WITNESS #1:

Christine D.B. Davis
CHRISTINE D.B. DAVIS
(name printed or typed)

GRANTOR

By: Leo H. Phillips, Jr., Chair, Board of Trustees
Print Name: Leo H. Phillips, Jr.
First Presbyterian Church of Delray Beach
33 Gleason Street Delray Beach, FL 33483
(address)

WITNESS #2:

Mindi Cole
Mindi Cole
(name printed or typed)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 25th day of April, 2018, by Leo H. Phillips, Jr., as Chair, Board of Trustees (name of officer or agent, title of officer or agent), of First Presbyterian Church of Delray Beach (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Nancy Jane Fine
Signature of Notary Public – State of Florida



ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

City Attorney