

Prepared and Return To:

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

PCN _____

PERPETUAL GREENWAY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this _____ day of _____, 2019, by and between Archean Capital LLC, with a mailing address of 9045 Strada Stell Ct., Suite 500, Naples, FL 34109, hereinafter referred to as "Grantors", 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, hereinafter described as "Grantee" or "City".

WITNESSETH: That Grantors, for and in consideration of ten dollars (\$10.00), the mutual promises herein contained, and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grant(s) unto Grantee, its successors and assigns, a **PERPETUAL GREENWAY EASEMENT** ("Easement") over, upon, under, through and across the following described land, situate in Palm Beach County, Florida, to-wit:

See Exhibit "A"

Grantee, its officers, employees, and/or agents shall have the non-exclusive right to access and use the Easement property, as described in Exhibit "A", hereinafter the "Easement Area", for the public purposes of constructing, installing, and maintaining certain public improvements, including but not limited to, sidewalk, pathways, lighting, curbing, drainage facilities, street furniture, handicap access, underground drainage, utilities and landscaping in Grantee's sole and absolute discretion. It is the express intent of the Grantors and Grantee that this Easement shall continue and exist in perpetuity after the completion of construction activities, including the right of the public for ingress and egress over and through the Easement Area. Additionally, Grantors shall not install or construct any improvements within easement area without City's prior written consent.

It is further understood and agreed that upon completion of construction of public improvements, the City shall maintain, at its sole cost and expense, any such public improvements that the City constructs, installs, or places or causes to be placed within the Easement Area in accordance with the City's standards for such maintaining such improvements. Notwithstanding the foregoing, if the City, its successors or assigns, determines that no public purpose exists for the continued use of the Easement Area for the purposes herein expressed, the Easement shall be null and void, and all right, title and interest in and to the Easement Area shall revert to Grantors. In such event, the City will provide written notice to Grantors by executing and recording a termination of rights under this Easement.

Each party to this Easement shall be liable for its own actions and negligence and, to the extent permitted by law, the Grantors shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of the Grantors' negligence in connection with this Easement; and the City shall indemnify, defend and hold harmless the Grantors against any actions, claims or damages arising out of the negligence of the City in connection with this Easement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. Furthermore, in no case, whatsoever, shall such limits extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. Grantors

acknowledge a duty to notify the City of a known or reasonably knowable, hazardous condition(s) within the Easement Area.

FURTHERMORE, this Grant of Perpetual Greenway Easement does in no way convey fee simple title to the Easement Area but is only a Perpetual Greenway Easement for the uses and public purposes stated herein. This Easement shall be applicable to and binding upon the successors and assigns of Grantors and the City. The Easement granted shall run with the land.

IN WITNESS WHEREOF, the parties, along with their successors or assigns to this Perpetual Greenway Easement, set their hands and seals the day and year first above written.

WITNESSES:

By: Karen

Printed or typed: KAREN GIBSON

By: Sandra D. Walker

Printed name Sandra D. Walker

GRANTOR: Archean Capital LLC

By: William

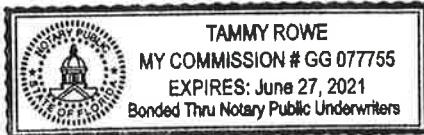
Name printed or typed: William Thomas
ITS ADMINISTRATIVE DIRECTOR

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 3rd day of October, 2019 by William E. Thomas (name of person acknowledging), who 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

ATTEST:

GRANTEE: City of Delray Beach, Florida

By: _____
Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Lynn Gelin, City Attorney

Exhibit “A” (Depiction of “Easement Area”)

947 Clint Moore Road
Boca Raton, Florida 33487



SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

777 SOUTH CONGRESS AVE. - 10' GREENWAY EASEMENT

LEGAL DESCRIPTION

Parcel of land lying in Section 19, Township 46 South, Range 43 East, Palm Beach County Florida, being more particularly described as follows:

Commencing at the quarter Section corner in the East line of said Section 19; thence South 89° 27'44" West (assumed) along the East-West quarter Section line of said Section 19, a distance of 565.82 feet to a point on the West right-of-way line of the Seaboard Airline Railroad; thence North 00° 12'55" West, along said West right-of-way line, a distance of 1180.00 feet to the POINT OF BEGINNING; thence South 89° 27'44" West, a distance of 10.00 feet; thence North 00° 12'55" West, a distance of 558.77 feet; thence North 89° 27'44" East and parallel with the East-West quarter Section line of said Section 19, a distance of 10.00 feet to a point on the West right-of-way line of the Seaboard Airline Railroad; thence South 00° 12'55" East along said West right-of-way line of the Seaboard Airline Railroad, a distance of 558.77 feet to the POINT OF BEGINNING.

Said lands situate in the City of Delray Beach, Palm Beach County, Florida.

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
3. BEARINGS ARE BASED ON THE EAST-WEST ONE-QUARTER SECTION LINE HAVING AN ASSUMED BEARING OF SOUTH 89° 27'44" WEST.

ABBREVIATIONS

R.P.B.	:	ROAD PLAT BOOK
L	:	ARCLENGTH
R	:	RADIUS
D	:	DELTA (CENTRAL ANGLE)
L.B.	:	LICENSED BUSINESS
L.S.	:	LICENSED SURVEYOR
MON.	:	MONUMENT
O.R.B.	:	OFFICIAL RECORDS BOOK
P.O.B.	:	POINT OF BEGINNING
P.O.C.	:	POINT OF COMMENCEMENT
P.B.	:	PLAT BOOK
P.B.C.R.	:	PALM BEACH COUNTY RECORDS
PG.	:	PAGE
P.S.M.	:	PROFESSIONAL SURVEYOR & MAPPER
R/W	:	RIGHT-OF-WAY
U.E.	:	UTILITY EASEMENT

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.


JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name:	777 S CONGRESS	DATE:	7/18/2019
JOB NO.	18197	DWG BY:	JSH
		CK'D By:	GY

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

R=1108.74'
L=342.74'
D=17°42'42"

N89°27'44"E 417.83'

N89° 27'44"E
10.00'

PORTION OF
SECTION 19 46S 43E

CONGRESS AVENUE
(R.P.B. 4, PGS. 66-68)
(O.R.B. 5819, PG. 401)

67.00'

N00°12'55"W 221.6'

67.00'

S89°27'44"W 365.27'

E-W 1/4 SECTION LINE SEC. 19-46-43

C.S.X. RAILROAD
SEABOARD AIRLINE RAILROAD
(100' R/W)

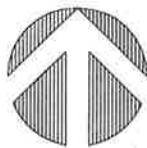
S00° 12'55"E 558.77'

S89° 27'44"W
10.00'

N00° 12'55"W
1180.00'

S89° 27'44"W
565.82'

P.O.C.
E 1/4 CORNER
SEC. 19-46-43



JOB NO.	18197	Project Name:	777 S CONGRESS	DWG BY:	JSH	SCALE:	1"=80'	
				CK'D By:	GY	DATE:	7/18/2019	SHEET 2 OF 2