

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

PCN: 12-43-46-09-52-000-0010
Address: 810 Andrews Avenue
Delray Beach, Florida 33483

GENERAL UTILITY EASEMENT AGREEMENT

THIS INDENTURE, made this ____ day of _____, 2022, by and between **TCG ANDREWS, LLC.**, with a mailing address of 86 Northeast 5th Avenue, Suite 202, Delray Beach, Florida, 33483 (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:

Charlie Mason
Signature
Charlie Mason
Print Name

Brandon L. Sancer
Signature
Brandon L. Sancer
Print Name

GRANTOR:

By: [Signature]
Name: MICHAEL TESTER
Its: _____
Date: 8-29-22

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of AUGUST, 2022, by Michael Tester (name of person), as MANAGING member (type of authority) for ICG ANDREWS LLC (name of party on behalf of whom instrument was executed).

Personally known X OR Produced Identification _____
Type of Identification Produced _____

(SEAL)

[Signature]
Notary Public – State of Florida



[Remainder of Page Intentionally Left Blank]

ATTEST:

By: _____
City Clerk, Katerri Johnson

GRANTEE/ CITY

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

By: _____
City Attorney, Lynn Gelin

[Remainder of Page Intentionally Left Blank]

EXHIBIT "A"
THIS IS NOT A SURVEY

DESCRIPTION:

THE NORTH 10.00 FEET OF THE EAST 10.00 FEET OF PARCEL 1, MOORE'S LANDING, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 42, PAGE 72 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 100 SQUARE FEET, MORE OR LESS.

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 AND SEAL, 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 REFERENCED TO AN ASSUMED MERIDIAN. THE WEST RIGHT-OF-WAY LINE OF ANDREWS AVENUE IS ASSUMED TO BEAR SOUTH 00°10'13" EAST AS SHOWN ON THE PLAT OF MOORE'S LANDING RECORDED IN PLAT BOOK 42, PAGE 72, PALM BEACH COUNTY PUBLIC RECORDS.
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR AND BASED ON THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 33302, PAGE 883, PALM BEACH COUNTY PUBLIC RECORDS.
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 JULY 12, 2022. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

SHEET 1 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

**810 ANDREWS AVENUE
UTILITY EASEMENT
SKETCH AND DESCRIPTION**

DAVID E. ROHAL
PROFESSIONAL LAND
SURVEYOR NO. 4315
STATE OF FLORIDA
L.B. 3591

DATE 7-12-2022

DRAWN BY der

F.B./ PG. N/A

SCALE NONE

JOB NO. 9725-UE

EXHIBIT "A"
THIS IS NOT A SURVEY

GRAPHIC SCALE



1 INCH = 30 FEET



NORTH

CITY OF
DELRAY BEACH
YACHT BASIN

MODEL LAND COMPANY
(P.B. 8, PG. 40)

NORTH LINE OF
PARCEL 2

PARCEL 2
MOORE'S LANDING
(P.B. 42, PG. 72)

10' DRAINAGE EASEMENT
TO BE ABANDONED

NORTH 10.00'

N89°59'53"W 10.00'

EAST 10.00'

PARCEL 1
MOORE'S LANDING
(P.B. 42, PG. 72)

INGRESS, EGRESS, PUBLIC UTILITIES
AND DRAINAGE EASEMENT
(P.B. 42, PG. 72)

S89°59'53"E

10.00'

N00°10'13"W

10.00'

10.00'
S00°10'13"E

CENTERLINE

10' X 10'
UTILITY EASEMENT

10' U.E.
(P.B. 42, PG. 72)

S00°10'13"E WEST RIGHT-OF-WAY LINE
(BASIS OF BEARINGS)

ANDREWS AVENUE

40' PUBLIC RIGHT-OF-WAY
(P.B. 23 PG. 185)

MODEL LAND COMPANY
(P.B. 8, PG. 40)

GEORGE BUSH BOULEVARD

TOTAL 60.00'
PUBLIC RIGHT-OF-WAY
FDOT RIGHT-OF-WAY MAP
SECTION 9366-150 (SR-806-A) 10/30/51
CENTERLINE

LEGEND:

P.B. - PLAT BOOK
PG. - PAGE

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.

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LAND SURVEYING

7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434

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

**810 ANDREWS AVENUE
UTILITY EASEMENT
SKETCH AND DESCRIPTION**

DATE 7-12-2022

DRAWN BY der

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 9725-UE