

Prepared by: RETURN:

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

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## EASEMENT AGREEMENT FOR PEDESTRIAN CLEAR ZONE

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **Delray Beach Community Redevelopment Agency**, with a mailing address of 20 N. 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 easement ("Sidewalk Easement") to be used for a pedestrian sidewalk clear zone for the purpose of public pedestrian access with full and free right, liberty, and authority to enter upon and to maintain such pedestrian sidewalk clear zone across, through and upon or within the following described property as specifically identified on Exhibit "A" attached hereto.

DESCRIPTION  
See Exhibit "A"

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 easement, as expressed hereinafter. Notwithstanding the foregoing, this easement shall not encumber any portion of the property in which there is no Sidewalk Easement and shall not provide the Grantee or the public any rights of ingress or egress, or other easement rights not specified herein, over or on any other portion of the property upon which the Sidewalk Easement is not located.

That this 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 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".

It is understood that the Grantor shall improve the pedestrian sidewalk clear zone so as to be an extension of the adjacent public sidewalk and shall match the adjacent public sidewalk in design and material. Upon completion of construction of the sidewalk by the Grantor to the required standards, the Grantor shall maintain the sidewalk in conformance with the City's practices of maintaining public sidewalks throughout the City.

It is understood by the Grantee, that the Grantor may, from time to time, restrict or limit the Grantee and any pedestrians from accessing the sidewalk or any portions thereof, for the sole purpose of completing construction and making any improvements or repairs necessary to fulfill its obligation hereunder to build and maintain the sidewalk in conformance with the City's practices of maintaining public sidewalks.

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 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.

WITNESS#1:

**Delray Beach CRA**

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

By: \_\_\_\_\_  
Shirley Ervin Johnson, 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 \_\_\_\_\_, 20\_\_, by Renée A. Jadusingh (name of person), as Executive Director (type of authority) for DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a Florida public body corporate and politic created pursuant to Section 163.356 F.S. (name of party on behalf of whom instrument was executed).

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

\_\_\_\_\_  
Notary Public – State of Florida

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

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

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

Approved as to Form:

\_\_\_\_\_  
Lynn Gelin, Esq., City Attorney

**EXHIBIT A**

**SKETCH AND LEGAL DESCRIPTION FOR PEDESTRIAN CLEAR ZONE EASEMENT**

## CONSENT AND JOINDER OF MORTGAGEE

\_\_\_\_\_ (Mortgagee), is the holder of that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of \_\_\_\_\_, 20\_\_\_\_, recorded in the Official Records Book\_\_\_\_\_, at page\_\_\_\_\_ (Instrument No. \_\_\_\_\_), of the Public Records of Palm Beach County, Florida ("Mortgage"), which encumbers a portion of the following described property, in Palm Beach County, Florida, to wit:

Lots 1 through 12, Block 82, SUBDIVISION OF BLOCK 82, DELRAY BEACH, FLORIDA, according to the plat thereof, recorded in Plat Book 12, Page 30, of the Public Records of Palm Beach County, Florida.

The undersigned, Mortgagee, hereby consents to the foregoing Easement Agreement for Pedestrian Clear Zone ("Easement Agreement") from **Delray Beach Community Redevelopment Agency**, ("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 \_\_\_\_\_, 2021.

WITNESS #1:

MORTGAGEE: [INSERT NAME]

\_\_\_\_\_  
\_\_\_\_\_

(Printed Name)

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

\_\_\_\_\_  
(Printed Name & Title)

WITNESS #2:

\_\_\_\_\_  
\_\_\_\_\_

### Acknowledgement

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

ACKNOWLEDGED and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (NAME), as \_\_\_\_\_ (TITLE) of \_\_\_\_\_ (MORTGAGEE), on behalf of the association.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[SEAL]

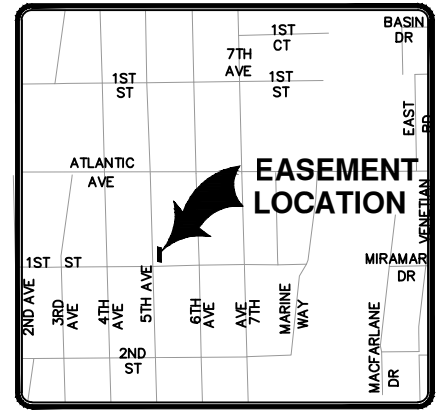
## DESCRIPTION:

A PORTION OF LOT 28, IN BLOCK 29, OF RE-SUBDIVISION OF BLOCKS 29 AND 37, DELRAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, AT PAGE 66, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 28; THENCE ALONG THE SOUTH LINE OF SAID LOT 28 N89°18'41"E 70.16 FEET TO THE POINT OF BEGINNING:

THENCE NORTH 55°32'20" EAST 1.80 FEET; THENCE PARALLEL WITH AND 1.00 FOOT NORTH OF SAID SOUTH LINE, NORTH 89°18'41" EAST 72.08 FEET; THENCE ALONG THE EAST LINE OF SAID LOT 28, SOUTH 01°32'19" EAST 1.00 FEET; THENCE ALONG SAID SOUTH LINE, ALSO BEING A NORTH RIGHT OF WAY LINE OF SW 1st STREET, SOUTH 89°18'41" WEST 73.59 FEET TO THE POINT OF BEGINNING.

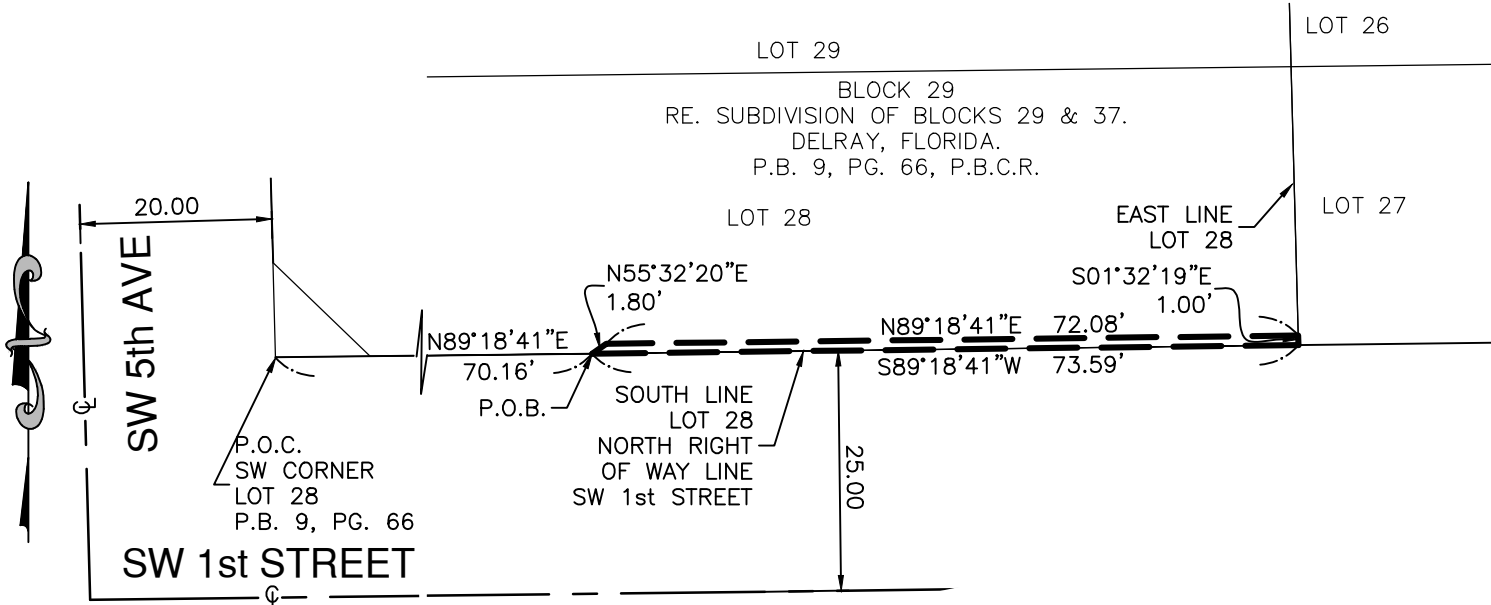
SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 73 SQUARE FEET (0.002 ACRES) MORE OR LESS.



TOWNSHIP 46S - RANGE 43E - SECTION 17

## LOCATION MAP

N.T.S.



## GRAPHIC SCALE



( IN FEET )

1 INCH = 20 FEET

## ABBREVIATIONS:

O.R.B. - OFFICIAL RECORD BOOK  
P.B. - PLAT BOOK  
PG. - PAGE  
P.B.C.R. - PALM BEACH COUNTY RECORDS  
CL - CENTERLINE

## SURVEYOR'S NOTE:

BEARING SHOW HEREON ARE BASED ON A BEARING OF N89°18'41" E ALONG THE SOUTH LINE OF BLOCK 29

## SKETCH &amp; DESCRIPTION

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

CERTIFIED TO:

DELRAY BEACH CRAFT

HEREBY CERTIFY THAT THIS SKETCH MEETS STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES. DATED THIS 28th DAY OF JULY 2021 A.D.

STATE OF FLORIDA

MARTIN P. ROSSI  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA REGISTRATION No. 5857

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
REPRODUCED BY AUTHORIZATION: LB6680

**MILLER LEGG**

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PROJECT NO.

19-00014

FILE NO.

SD-3