

Prepared by: RETURN:

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

PCN: 12-43-46-17-31-000-0160  
Address: 720 SW 2nd Terrace

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## FIRE HYDRANT EASEMENT AGREEMENT

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with a mailing address of 1475 Centrepark Boulevard, Suite 140, West Palm Beach, Florida, 33401, 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 maintaining an existing fire hydrant, water lines, and related facilities with full and free right, liberty, and authority to enter upon and to install, operate, and maintain such facilities, including any future upgrades, 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)

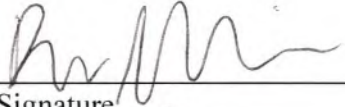
Concomitant and coextensive with this right is the further right in the Grantee, its successors and assigns, of ingress and egress over and on that portion of land described above, to affect the purposes of the easement, as expressed hereinafter.

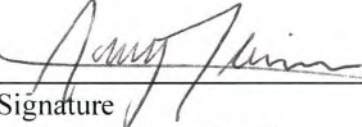
That this easement shall be subject only to those easements, restrictions, and reservations of record. That the Grantor agrees to provide for the release or subordination of any and all mortgages or liens encumbering the Easement Area. The Grantor, its successors and assigns, agree to erect no building, structure, fence 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 Area for maintenance or repair of, or to upgrade the referenced facilities and Grantee shall not be responsible for repairing any structures damaged or destroyed while accessing the Easement Area for maintenance or repair. The Grantee shall only 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, except that as to grass areas, the Grantee shall only be required to restore grass areas with either Bahia or St Augustine sod; and no specialty sod shall be installed without payment for same by Grantor to Grantee prior to the restoration of the grass areas.

Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claiming 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, said Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

  
Signature  
Rene Miller  
Print Name

  
Signature  
Amy Fleischer  
Print Name

**GRANTOR**

Pulte Home Company, LLC, a Michigan limited liability company

By: Aimee Carlson

Name: Aimee Carlson

Its: Director of Land Development

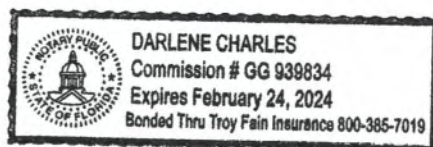
Date: 6/30/22

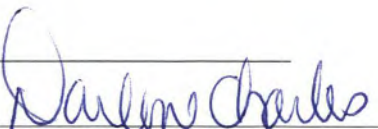
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of June, 2022, by Aimee Carlson (name of person) as Dir of Land Dev. (type of authority) for Pulte Home Co (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

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

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

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

Approved as to Form:

\_\_\_\_\_  
Lynn Gelin, City Attorney