

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

PCN: 12-43-46-09-09-000-0122
Address: 909 Witherspoon Lane

GENERAL UTILITY EASEMENT AGREEMENT

THIS INDENTURE, made this ____ day of _____, 2023, by and between **GDS Love, LLC**, a Delaware Limited Liability Company, with a mailing address of 26 Archer Road, Harrison, New York 10528 (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:

Thomas F. Carney Jr.

Signature

Thomas F. Carney Jr.

Print Name

Peter H. Carney

Signature

Peter H. Carney

Print Name

GRANTOR

GDS LOVE, LLC, a Delaware limited liability company

By: *Jodi Cafritz*

Name: Jodi Cafritz

Its: Manager

Date: 2/2/23

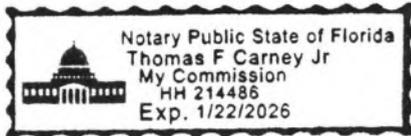
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of February, 2023, by JODI CAFRITZ, as Manager for GDS LOVE, LLC, a Delaware limited liability company.

Personally known OR Produced Identification

Type of Identification Produced _____



Thomas F. Carney Jr.
Notary Public – State of Florida

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ATTEST:

**GRANTEE/ CITY OF DELRAY BEACH,
FLORIDA**

By: _____
City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

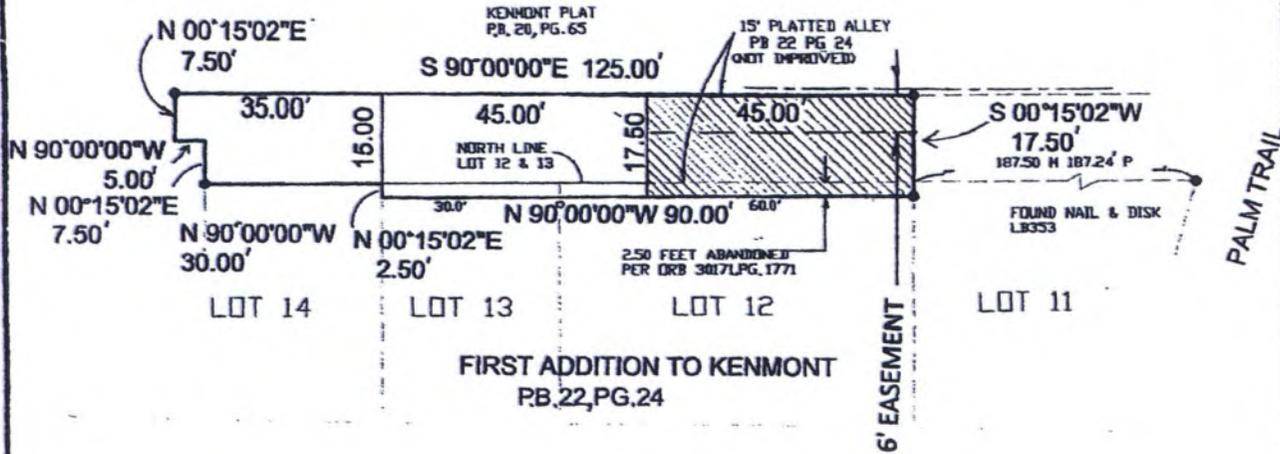
By: _____
City Attorney

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RECEIVED BY

SKETCH OF DESCRIPTION

EASEMENT DESCRIPTION



NORTH 6 FEET OF THE FOLLOWING

THE EAST 45.00 FEET OF THE FOLLOWING DESCRIBED PARCEL

A PARCEL OF LAND BEING A PORTION OF A 15 FOOT PLATTED ALLEY WAY AS SHOWN ON THE PLAT OF FIRST ADDITION TO KENMONT AS RECORDED IN PLAT BOOK 22 PAGE 24 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE NORTHEAST CORNER OF EAST LINE OF THE WEST HALF OF LOT 13 OF OF SAID PLAT OF KENMONT AS RECORDED IN PLAT BOOK 22 PAGE 24 THENCE WEST ALONG THE NORTH LINE OF SAID LOT 14 A DISTANCE OF 30.00 FEET THENCE NORTH 7.50 FEET THENCE WEST A DISTANCE OF 5.00 FEET THENCE NORTH 7.50 FEET TO THE NORTH SIDE OF A 15 FOOT PLATTED ALLEY THENCE EAST ALONG SAID ALLEY FOR 125.00 FEET THENCE SOUTH 17.50 FEET TO A POINT ON THE EAST LINE OF OF LOT 12 OF SAID KENMONT POINT BEING 2.50 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 12 THENCE WEST 90.00 FEET TO TO THE WEST LINE OF THE EAST HALF OF LOT 13 THENCE NORTH 2.50 FEET TO THE POINT OF BEGINNING.

THIS IS NOT A SURVEY

4-22-034



801 S.E. 6th Ave., Suite 101
Dolray Beach, FL 33483

Phone 561-243-4624
Fax 243-4869

AUTHORIZATION NUMBER LB6504

Not valid unless
sealed with embossed
surveyor's seal

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER SJ-17-050-052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

[Signature]
HARRY A. BURGESS FLS 5089