

Prepared by: RETURN:

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

WATER EASEMENT DEED

THIS INDENTURE, made this ____ day of _____, 2015, by and between **KHB Delray, LLC** with a mailing address of 553 Harbor Court, Delray Beach FL 33483 party of the first part, and the **CITY OF DELRAY BEACH ("CITY")**, with a mailing address of 100 N.W. 1st Avenue, Delray Beach, Florida 33444, a municipal corporation in Palm Beach County, State of Florida, party of the second part:

WITNESSETH: That the party of the first part, 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 party of the second part, its successors and assigns, a right of way and perpetual easement for the purpose of construction, operation, repair, replacement, and maintenance of a water main line, to be constructed and installed by the party of the first part, with full and free right, liberty, and authority to enter upon and to construct, operate, repair, replace and maintain the water main line well 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"

Concomitant and coextensive with this right is the further right in the party of the second part, 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 party of the first part agrees to provide for the release or subordination of any and all mortgages or liens encumbering this easement. The party of the first part also agrees to erect no building or affect any other kind of construction or improvements upon the above-described property, without prior written consent of party of the second part.

Party of the first part 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 Deed allows or permits, the same shall include the successors or assigns of the parties.

The parties acknowledge and agree that the party of the first part is obligated to construct and install the water main line in accordance with City specifications. The party of the first part shall enter into an agreement in a form acceptable to the City providing for the transfer and conveyance of the water main line and any related improvements by bill of sale to the City no later than the issuance of the final Certificate of Occupancy for the adjacent multifamily residential project and upon demonstration to the written satisfaction of the City Engineer that the water main line and related improvements have been constructed in accordance with City specifications. It is agreed that the bill of sale shall be a condition of the final Certificate of Occupancy.

IN WITNESS WHEREOF, the parties to this Easement Deed set their hands and seals the day and year first above written.

WITNESS #1:

K. Wright
Kelly Wright
(name printed or typed)

PARTY OF THE FIRST PART

By:

Print Name:

Randy J. Broda
KHB Delray, LLC

WITNESS #2:

Chelsey Gratten
(name printed or typed)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 24th day of November, 2015 by Randy J. Broda (name of officer or agent), of 553 Harbor Court (name of corporation), a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification and did/did not take an oath.

Jessica L Hazel
Signature of Notary Public -
State of Florida

(SEAL)

