

After recording, return to:
Michael P. Quinn
Carey, O'Malley, Whitaker,
Mueller, Roberts & Smith, P.A.
712 S. Oregon Ave.
Tampa, FL 33606

Parcel Id No.:

ACCESS EASEMENT

THIS ACCESS EASEMENT, made this ____ day of _____, 2017, between EDWARDS ATLANTIC AVENUE, LLC, an Ohio limited liability company, with an address of _____ (“Grantor”), and the CITY OF DELRAY BEACH, a Florida municipal corporation, with a mailing address of _____ (“Grantee”);

WITNESSETH:

WHEREAS, Grantor is the developer of real property located within Palm Beach County, Florida;

WHEREAS, Grantee requires a non-exclusive dual purpose perpetual easement for vehicular and pedestrian ingress and egress across that certain roadway and sidewalk constructed on Grantor’s property as more particularly described herein;

WHEREAS, the providing of public ingress and egress over the Grantor’s property constitutes a public purpose; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.

2. **Grant of Easements.** Grantor voluntarily grants, dedicates and conveys to Grantee, subject to any previous and duly recorded easements or grants of record, a permanent non-exclusive access easement (the “Easement”) for the dual purposes of pedestrian and vehicular ingress and egress upon, over, through and across the lands hereinafter described. The permanent easement granted herein is located in the City of Delray Beach, County of Palm

Beach, State of Florida, and is on, over, and across only those portions of the land described in Exhibit A, attached hereto and incorporated herein, at the finish grade of the pavement and sixteen and a half feet (16.5) feet above finished grade of the pavement (the “Easement Area”), but excluding any areas below the finished grade of the pavement. Said Easement shall be of the nature and character and to the extent hereinafter set forth.

2. **Purpose of Easement.** The Easement is granted for the sole and express purpose of providing vehicular and pedestrian ingress and egress across the Easement Area.

3. **Grantor’s Use of Easement Area.** Grantor further covenants and agrees that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Easement is granted may be placed, erected, installed or permitted upon the Easement Area; provided, however, Grantor shall be permitted to construct and maintain (i) an underground parking structure to be located below the Easement Area; (ii) a storm sewer, an electric line and other utilities to be located below the Easement Area; and (iii) portions of Grantor’s buildings which may be located above, but not within, the Easement Area. Further, Grantor hereby reserves the right to use the Easement Area for all uses not inconsistent with Grantee’s rights herein.

4. **Easements Run with the Land.** The Easement shall remain a charge against the property. Therefore, the Easement shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the conveyance makes no reference to the Easement as such.

5. **Violations of Easement.** Grantor further agrees that in the event the terms of this Easement are violated, such violation shall immediately be corrected by the Grantor upon receipt of written notice from the Grantee, or if the Grantor fails to so immediately correct the violation the Grantee may itself elect to correct or eliminate such violation at the Grantor’s expense. The Grantor shall promptly reimburse the Grantee for any costs or expenses incurred by the Grantee in enforcing the terms of this paragraph.

6. **Recordation.** Grantee shall record this instrument in a timely fashion in the Official Records of Palm Beach County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

7. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of the Grantee’s right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Grantee’s potential liability under state or federal

law.

8. **Indemnification.** Grantee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Grantor from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability, arising from, out of, or caused by: Grantee, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the operation, maintenance, construction, repair or other use contemplated herein of the Improvements, except to the extent of negligence or wanton misconduct of the Grantor. The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the Grantor, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Grantor which may result under this Agreement. In all events, the Grantor shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Palm Beach County, Florida.

9. **Injunctive Relief.** The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

10. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Palm Beach County, Florida. The parties agree that the Agreement was consummated in Palm Beach County, and the site of the easements is in Palm Beach County, Florida.

11. **Notice.** All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR:

TO GRANTEE:

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

14 Modification. This Easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

15. Entire Agreement. This Easement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement. The laws of Florida shall govern this Easement.

- - The Remainder of this Page is Intentionally Blank- -

EXHIBIT A

Easement Area



947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

ATLANTIC CROSSING - INGRESS-EGRESS EASEMENT

LEGAL DESCRIPTION

A PORTION OF TRACT A OF "ATLANTIC CROSSING" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK AT PAGES THROUGH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT A; THENCE SOUTH 90°00'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 612.46 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, ALSO BEING SAID SOUTH LINE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 89°07'44", A DISTANCE OF 23.33 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°52'16" WEST, ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 251.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°52'16" WEST, ALONG SAID WEST LINE, A DISTANCE OF 31.62 FEET; THENCE NORTH 89°07'44" EAST, A DISTANCE OF 272.75 FEET; THENCE SOUTH 00°52'16" EAST, ALONG THE WEST LINE OF A 62 FOOT WIDE INGRESS-EGRESS AND GENERAL UTILITY EASEMENT, AS SHOWN ON SAID PLAT, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°07'44" WEST, A DISTANCE OF 263.64 FEET; THENCE SOUTH 79°03'39" WEST, A DISTANCE OF 9.26 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAIN 8190 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
3. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING NORTH 90°00'00" EAST ALONG THE SOUTH LINE OF TRACT B OF "CDS DELRAY REDEVELOPMENT".

ABBREVIATIONS

L	•	ARCLength
D	•	DELTA (CENTRAL ANGLE)
D.E.	•	DRAINAGE EASEMENT
L.B.	•	LICENSED BUSINESS
L.S.	•	LICENSED SURVEYOR
MON.	•	MONUMENT
O.R.B.	•	OFFICIAL RECORDS BOOK
P.O.B.	•	POINT OF BEGINNING
P.O.C.	•	POINT OF COMMENCEMENT
P.B.	•	PLAT BOOK
P.B.C.R.	•	PALM BEACH COUNTY RECORDS
PG.	•	PAGE
P.S.M.	•	PROFESSIONAL SURVEYOR & MAPPER
R/W	•	RIGHT-OF-WAY
U.E.	•	UTILITY EASEMENT

CERTIFICATION

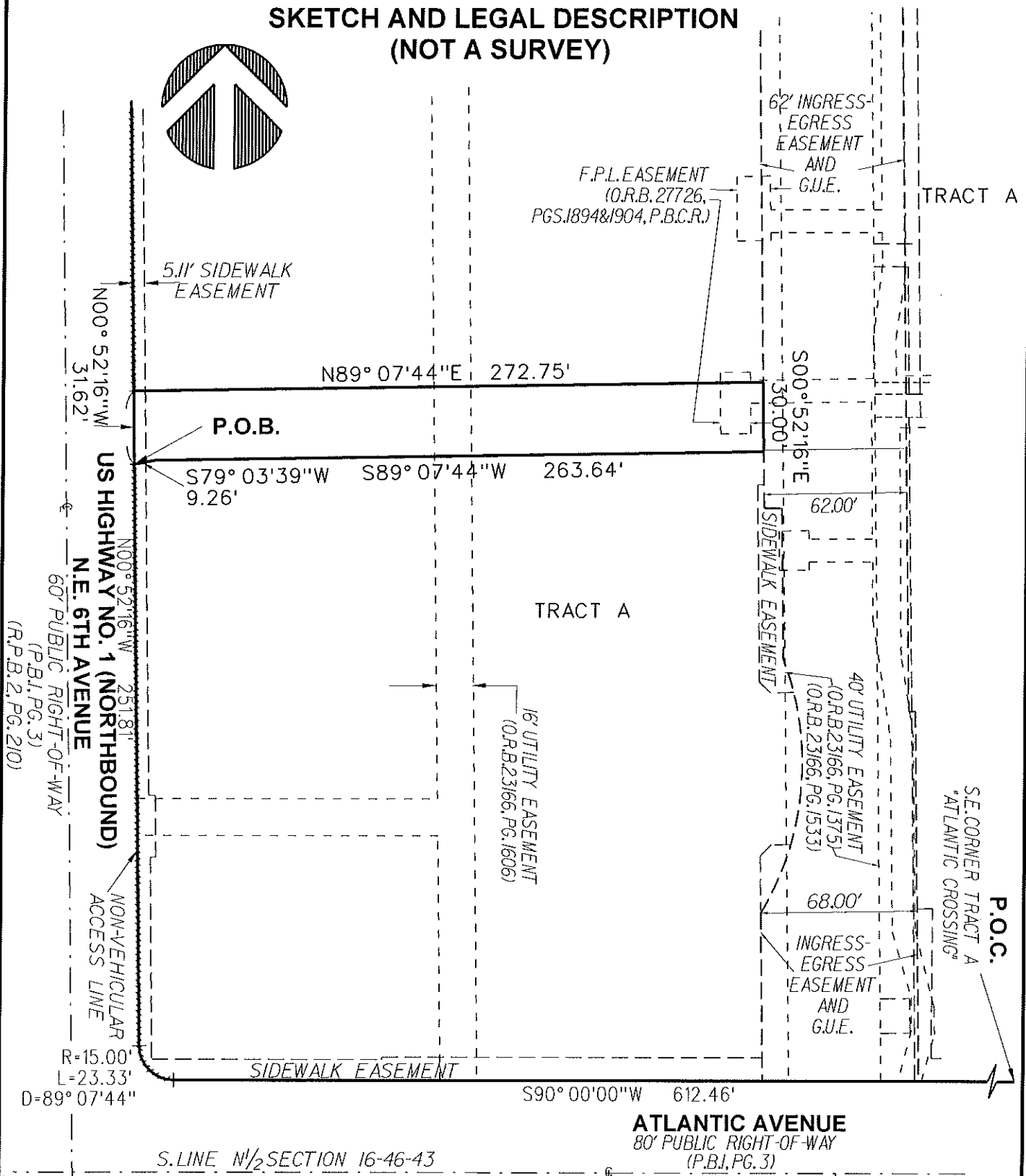
I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name:	ATLANTIC CROSSING	DATE:	04/20/2017
JOB NO.	14167	DWG BY:	JSH
		CK'D By:	JEK
			SHEET 1 OF 2

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



JOB NO.	14167	Project Name:	ATLANTIC CROSSING	DWG BY:	JSH	SCALE:	1"=60'	
				CK'D By:	JEK	DATE:	04/20/2017	SHEET 2 OF 2