

Prepared by: RETURN:

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

EASEMENT AGREEMENT FOR PEDESTRIAN CLEAR ZONE

THIS INDENTURE, made this ____ day of _____, 2019, by and between **GROVE ROSEBUD TWO LLC**, a Florida Limited Liability Company with a mailing address of 101 SE 4th Avenue, Delray Beach, Florida 33483 (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.

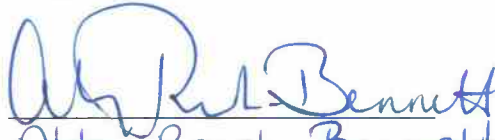
It is understood by the Grantee, that the Grantor may, from time to time, restrict or limit the Grantee and any pedestrians from accessing the sidewalk or any portions thereof, for the sole purpose of

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.

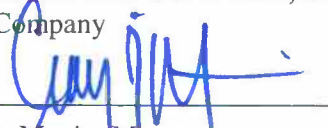
Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good right and lawful authority to grant the above-described easement and that the same is unencumbered except as provided 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.

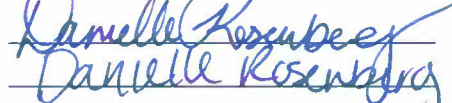
WITNESS #1:


Abby Reich-Bennett
(name printed or typed)

GROVE ROSEBUD TWO LLC, a Florida Limited Liability Company

By: 
Craig Menin, Manager

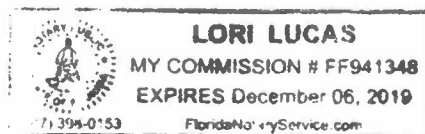
WITNESS #2:

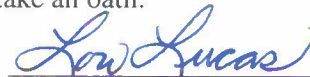

Danielle Rosenberg
(name printed or typed)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of January, 2019 by **Craig Menin** as Manager of **Grove Rosebud Two LLC** a Florida Limited Liability Company on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification and did/did not take an oath.

(SEAL)




Signature of Notary Public
State of Florida

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

City Attorney

EXHIBIT A

SKETCH AND LEGAL DESCRIPTION FOR SIDEWALK EASEMENT

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Surveying
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF
PEDESTRIAN CLEAR ZONE EASEMENT
DELRAY BEACH, PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PEDESTRIAN CLEAR ZONE EASEMENT BEING A PORTION OF LOTS 6, 7, 9, 10, 11 AND 12, BLOCK 82, OF SUBDIVISION OF BLOCK 82 DELRAY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 12;

THENCE N.89°09'26"W., ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 19.27 FEET TO THE POINT OF BEGINNING #1 OF THIS DESCRIPTION;

THENCE CONTINUE N.89°09'26"W. A DISTANCE OF 104.58 FEET;

THENCE N.57°38'08"W. A DISTANCE OF 13.45 FEET TO POINT ON THE WEST LINE OF SAID LOT 12;

THENCE N.00°00'35"E. ALONG SAID WEST LINE, A DISTANCE OF 7.10 FEET TO REFERENCE POINT "A";

THENCE S.57°38'08"E. A DISTANCE OF 17.34 FEET;

THENCE S.90°00'00"E. A DISTANCE OF 94.27 FEET;

THENCE S.46°53'26"E. A DISTANCE OF 9.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 667 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

COMMENCE AT THE AFOREMENTIONED REFERENCE POINT "A";

THENCE N.00°00'35"E. ALONG THE WEST LINE OF SAID LOT 12, A DISTANCE OF 12.46 TO THE POINT OF BEGINNING #2 OF THIS DESCRIPTION;

THENCE CONTINUE N.00°00'35"E. ALONG THE WEST LINE OF SAID LOT 12 AND 11, A DISTANCE OF 55.78 FEET TO REFERENCE POINT "B";

THENCE S.23°05'18"E. A DISTANCE OF 7.65 FEET TO POINT ON A LINE 3.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 11 AND 12;

THENCE S.00°00'35"W. ALONG SAID PARALLEL LINE, A DISTANCE OF 45.75 FEET;

THENCE S.45°00'35"W. A DISTANCE OF 4.24 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 152 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

COMMENCE AT THE AFOREMENTIONED REFERENCE POINT "B";

THENCE N.00°00'35"E. ALONG THE WEST LINE OF SAID LOTS 11 AND 10, A DISTANCE OF 54.10 TO THE POINT OF BEGINNING #3 OF THIS DESCRIPTION;

THENCE CONTINUE N.00°00'35"E. ALONG THE WEST LINE OF SAID LOTS 10 AND 9, A DISTANCE OF 61.82 FEET TO REFERENCE POINT "C";

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

| REVISIONS | DATE | BY |
|-----------|------|----|
| | | |
| | | |

DATE OF SIGNATURE: 11/15/18

WALTER DE LA ROCHA

PROFESSIONAL SURVEYOR AND MAPPER NO. 6081 - STATE OF FLORIDA

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2018

| DATE OF SKETCH: | DRAWN BY | CHECKED BY | FIELD BOOK |
|-----------------|----------|------------|------------|
| 11/13/18 | DRL | RGC | N/A |

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 4

SKETCH NO.
16-8471_PCZE

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
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and Mapping Business No. 6633

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EXHIBIT "A"
LEGAL DESCRIPTION OF
PEDESTRIAN CLEAR ZONE EASEMENT
DELRAY BEACH, PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION:

THENCE N.90°00'00"E. A DISTANCE OF 1.50 FEET TO POINT ON A LINE 1.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 9 AND 10;

THENCE S.00°00'35"W. ALONG SAID PARALLEL LINE, A DISTANCE OF 61.82 FEET;

THENCE S.90°00'00"W. A DISTANCE OF 1.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 93 SQUARE FEET, MORE OR LESS

TOGETHER WITH:

COMMENCE AT THE AFOREMENTIONED REFERENCE POINT "C";

THENCE N.00°00'35"E. ALONG THE WEST LINE OF SAID LOTS 8 AND 7, A DISTANCE OF 75.12 TO THE POINT OF BEGINNING #4 OF THIS DESCRIPTION;

THENCE CONTINUE N.00°00'35"E. ALONG THE WEST LINE OF SAID LOTS 7 AND 6, A DISTANCE OF 40.00 FEET;

THENCE S.42°43'15"E. A DISTANCE OF 6.65 FEET;

THENCE S.00°07'57"W. A DISTANCE OF 29.37 FEET;

THENCE S.38°37'11"W. A DISTANCE OF 7.35 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 158 SQUARE FEET, MORE OR LESS

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON ASSUMED BEARING OF N.89°09'26"W., ALONG THE SOUTH LINE OF LOT 12, BLOCK 82, RECORDED IN PLAT BOOK 12, PAGE 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEETS 3 AND 4 OF 4 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

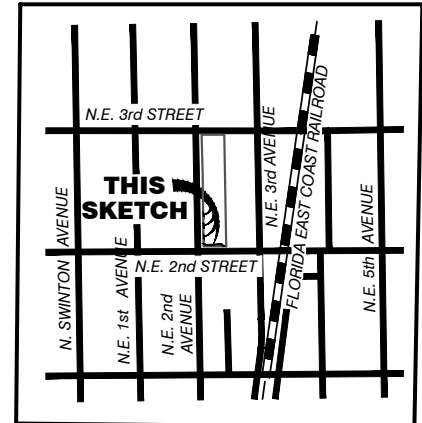
4341 S.W. 62nd Avenue
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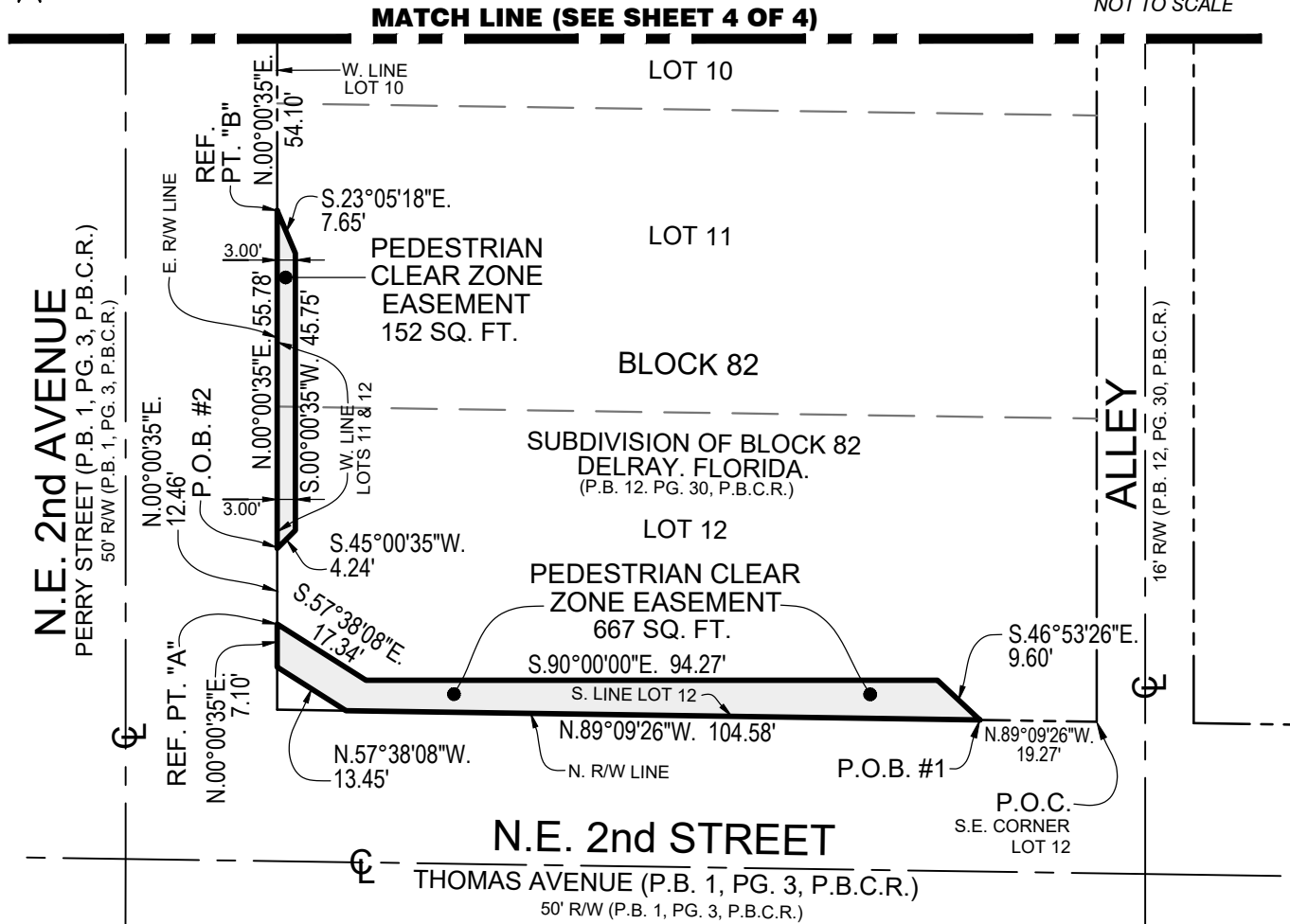
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EXHIBIT "A"
SKETCH OF DESCRIPTION
PEDESTRIAN CLEAR ZONE EASEMENT
DELRAY BEACH, PALM BEACH COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

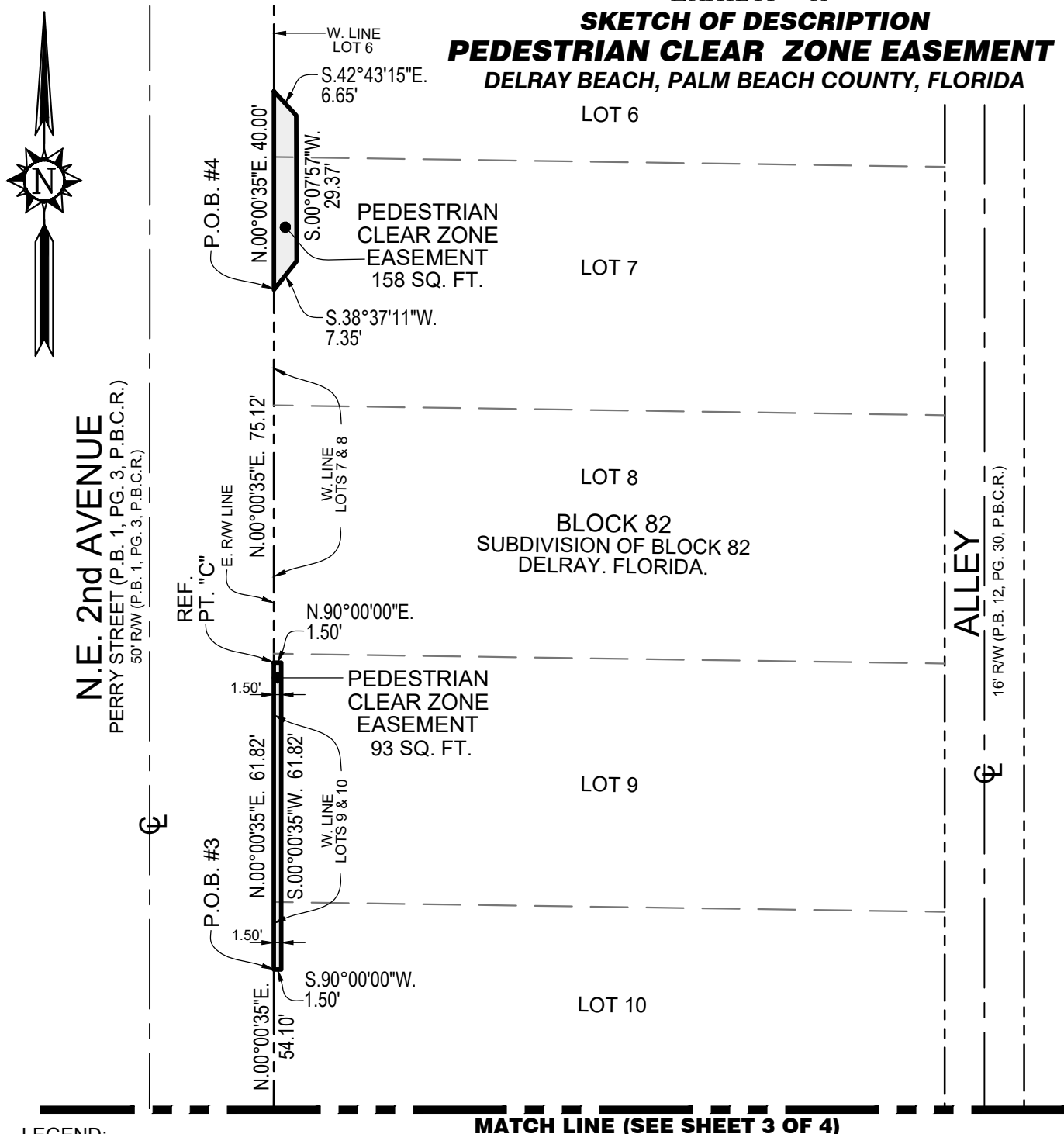


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Davie, Florida 33314

EXHIBIT "A"

SKETCH OF DESCRIPTION PEDESTRIAN CLEAR ZONE EASEMENT

DELRAY BEACH, PALM BEACH COUNTY, FLORIDA

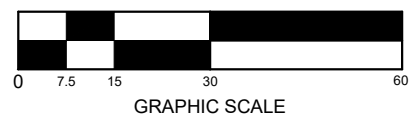


LEGEND:

| | |
|---------------|---------------------------|
| P.B.C.R. | PALM BEACH COUNTY RECORDS |
| C | CENTERLINE |
| LB | LICENSED BUSINESS |
| P.B. | PLAT BOOK |
| PG. | PAGE |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| R/W | RIGHT OF WAY |
| SQ. FT. | SQUARE FEET |
| REF. PT. | REFERENCE POINT |

NOTE:
SEE SHEETS 1 AND 2 OF 4 FOR THE
LEGAL DESCRIPTION OF THE SKETCH
GRAPHICALLY SHOWN HEREON.

SCALE: 1" = 30'



SHEET 4 OF 4

SKETCH NO.
16-8471 PCZE

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 _____, 2019, 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 **Grove Rosebud Two, LLC**, a Florida Limited Liability Company ("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 _____, 2019.

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 _____, 2019, by _____ (NAME), as _____ (TITLE) of _____ (MORTGAGEE), on behalf of the association.

Notary Public, State of _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

[SEAL]