

Prepared and Return To:

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

PCN# _____

PERPETUAL SIDEWALK EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this ____ day of _____, 2019, by and between **THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, with a mailing address of **20 N. SWINTON AVENUE, DELRAY BEACH, FL 33444** hereinafter referred to as "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, hereinafter described as "Grantee" or "City".

WITNESSETH: That Grantor, for and in consideration of ten dollars (\$10.00), the mutual promises herein contained, and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grant(s) unto Grantee, its successors and assigns, a **PERPETUAL SIDEWALK EASEMENT** ("Easement") over, upon, under, through and across the following described land, situate in Palm Beach County, Florida, to-wit:

See Exhibit "A"

Grantee, its officers, employees, and/or agents shall have the non-exclusive right to access and use the Easement property, as described in Exhibit "A", hereinafter the "Easement Area", for the public purposes of constructing, installing, and maintaining certain public improvements, including but not limited to, sidewalk, pathways, lighting, curbing, drainage facilities, street furniture, handicap access, underground drainage, utilities and landscaping in Grantee's sole and absolute discretion. It is the express intent of the Grantor and Grantee that this Easement shall continue and exist in perpetuity after the completion of construction activities, including the right of the public for ingress and egress over and through the Easement Area. Additionally, Grantor shall not install or construct any improvements within easement area without City's prior written consent.

It is further understood and agreed that upon completion of construction of public improvements, the City shall maintain, at its sole cost and expense, any such public improvements that the City constructs, installs, or places or causes to be placed within the Easement Area in accordance with the City's standards for such maintaining such improvements. Notwithstanding the foregoing, if the City, its successors or assigns, determines that no public purpose exists for the continued use of the Easement Area for the purposes herein expressed, the Easement shall be null and void, and all right, title and interest in and to the Easement Area shall revert to Grantor. In such event, the City will provide written notice to Grantor by executing and recording a termination of rights under this Easement.

Each party to this Easement shall be liable for its own actions and negligence and, to the extent permitted by law, the Grantor shall indemnify, defend and hold harmless the City against any

actions, claims or damages arising out of the Grantor's negligence in connection with this Easement; and the City shall indemnify, defend and hold harmless the Grantor against any actions, claims or damages arising out of the negligence of the City in connection with this Easement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. Furthermore, in no case, whatsoever, shall such limits extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. Grantor acknowledges a duty to notify the City of a known or reasonably knowable, hazardous condition(s) within the Easement Area.

FURTHERMORE, this Grant of Perpetual Sidewalk Easement does in no way convey fee simple title to the Easement Area but is only a Perpetual Sidewalk Easement for the uses and public purposes stated herein. This Easement shall be applicable to and binding upon the successors and assigns of Grantor and the City. The Easement granted shall run with the land.

IN WITNESS WHEREOF, the parties, along with their successors or assigns to this Perpetual Sidewalk Easement, set their hands and seals the day and year first above written.

WITNESSES:

GRANTOR, Delray Beach CRA

1 _____

Printed Name _____

2 _____

By: Shelly Petrolia

Printed name _____

Board Chair

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ (name of officer or agent), of _____ (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.

Signature of Notary Public -

(SEAL)

ATTEST:

GRANTEE/ CITY

By: _____
City Clerk

By: _____
Shelly Petrolia, Mayor

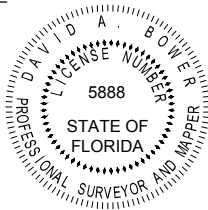
Approved as to Form:

By: _____
City Attorney

Exhibit “A” (Depiction of “Easement Area”)

I hereby certify that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I further certify that this Sketch and Description meets the standards of practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

David A. Bower
Professional Surveyor & Mapper
State of Florida
Certificate No. LS 5888



DESCRIPTION:

A parcel of land lying within a portion of Lots 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37, Block 8, Subdivision of Block 8, Town of Linton (now Delray), according to the plat thereof, as recorded in Plat Book 14, Page 58 of the Public Records of Palm Beach County, Florida. being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 30, Block 8; thence South 89°32'31" West along the South line of said Block 8 (as a basis of bearings), a distance of 131.52 feet to the Southwest corner of said Lot 26, Block 8; thence North 01°28'29" West along the West line of said Lot 26, a distance of 3.10 feet to a point being on a line lying 3.10 feet North of and parallel with (as measured at right angles) the South line of said Block 8, thence North 89°32'31" East along said parallel line, a distance of 117.22 feet to a point being on a line lying 14.30 feet West of and parallel with (as measured at right angles) the East line of said Block 8; thence North 01°29'44" West along said parallel line, a distance of 115.51 feet; thence North 02°36'55" East, a distance of 185.53 feet to a point being on the North line of said Lot 34, Block 8, said point also being on a line lying 1.00 feet West of and parallel with (as measured at right angles) the East line of said Block 8; thence North 01°29'44" West along said parallel line, a distance of 140.00 feet to a point being on the North line of said Lot 37, Block 8; thence North 89°26'21" East along said North line, a distance of 1.00 feet to a point being on the East line of said Block 8; thence South 01°29'44" East along said East line, a distance of 443.90 feet to the POINT OF BEGINNING.

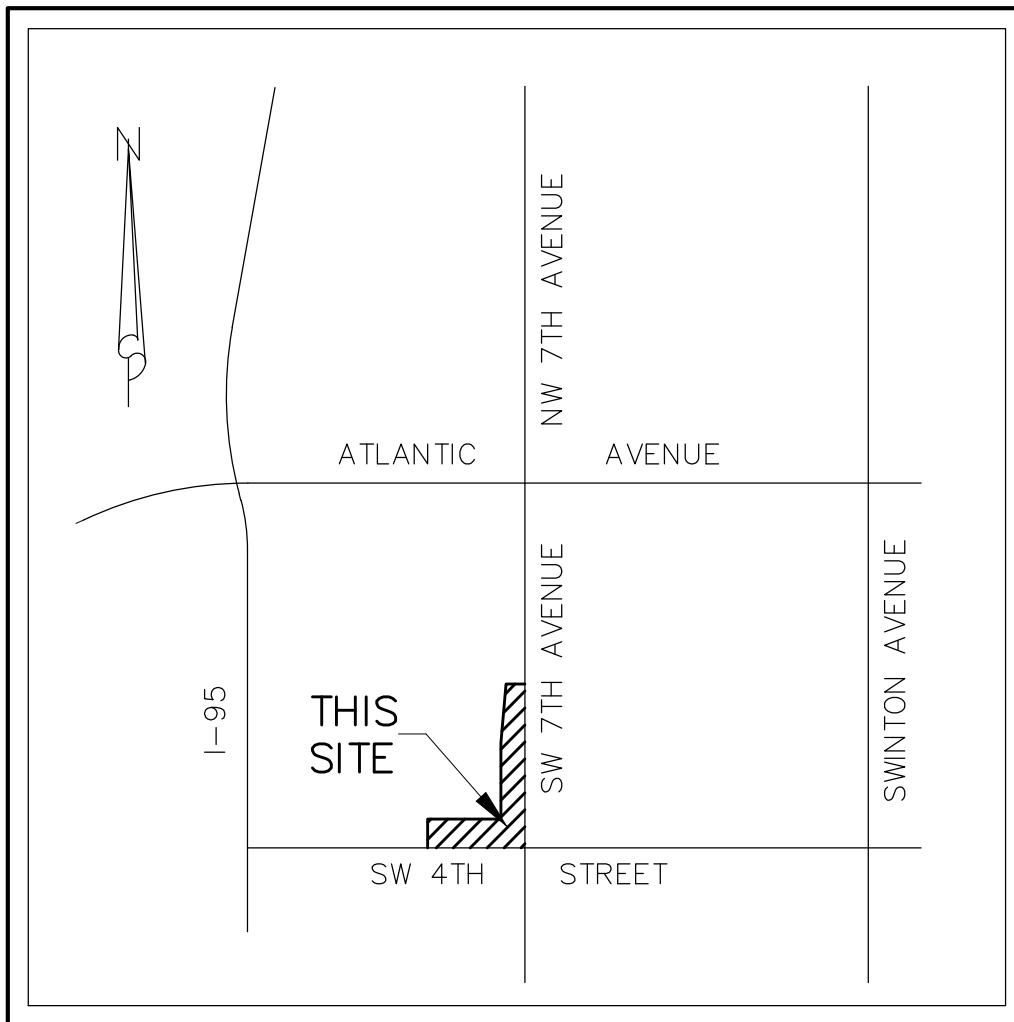
Said lands situate, lying and being within Section 17, Township 46 South, Range 43 East, Palm Beach County, Florida.

Containing 3,617 square feet more or less.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: MATHEWS CONSULTING A
BAXTER AND WOODMAN COMPANY

DRAWN: DB	SCALE: N/A	DATE: 02/15/19
CHK: RM	JOB# 19-014-001 SD	SHEET: 1 OF 5



LOCATION MAP
NOT TO SCALE

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SKETCH & DESCRIPTION
For: MATHEWS CONSULTING A
BAXTER AND WOODMAN COMPANY

DRAWN: DB	SCALE: N/A	DATE: 02/15/19
CHK: RM	JOB# 19-014-001 SD	SHEET: 2 OF 5

SURVEYOR'S NOTES:

1. BEARINGS DEPICTED HEREON ARE BASED UPON THE SOUTH LINE OF BLOCK 8, SUBDIVISION OF BLOCK 8, TOWN OF LINTON (NOW DELRAY), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 58 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING AN ASSUMED BEARING OF SOUTH 89°32'31" WEST.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
5. THIS IS NOT A SURVEY.

LEGEND:

LB = LICENSED BUSINESS

LS = LAND SURVEYOR

± = MORE OR LESS

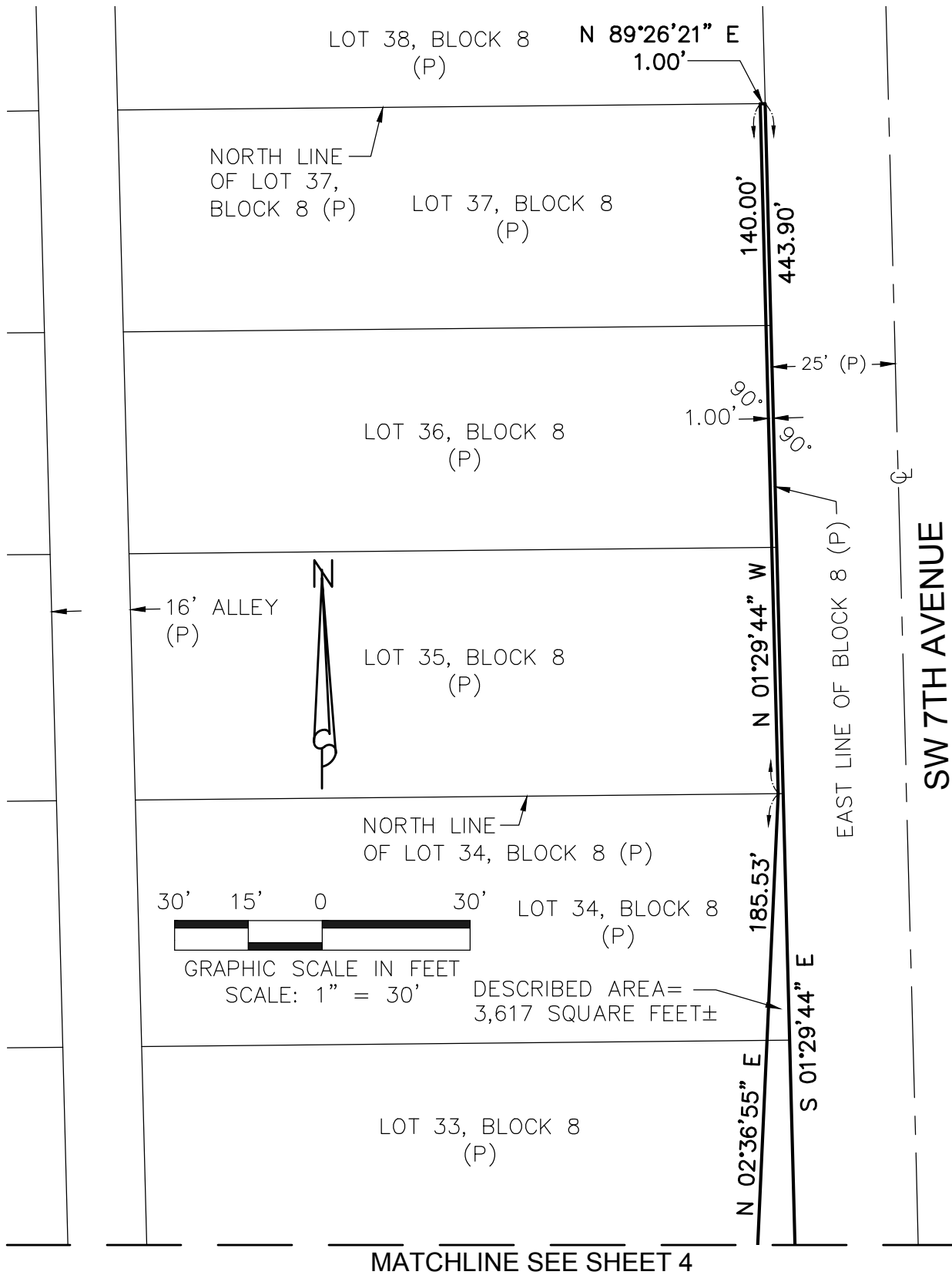
⌒ = CENTERLINE

(P) = PER THE PLAT OF
SUBDIVISION OF BLOCK 8, TOWN OF LINTON,
ACCORDING TO THE PLAT THEREOF, RECORDED IN
PLAT BOOK 14, PAGE 58 OF THE PUBLIC RECORDS
OF PALM BEACH COUNTY, FLORIDA

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SKETCH & DESCRIPTION
For: MATHEWS CONSULTING A
BAXTER AND WOODMAN COMPANY

DRAWN: DB	SCALE: N/A	DATE: 02/15/19
CHK: RM	JOB# 19-014-001 SD	SHEET: 3 OF 5



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SKETCH & DESCRIPTION
 For: MATHEWS CONSULTING A
 BAXTER AND WOODMAN COMPANY

DRAWN: DB	SCALE: 1"=30'	DATE: 02/15/19
CHK: RM	JOB# 19-014-001 SD	SHEET: 5 OF 5