

Prepared by and
record and return to:

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

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement, made this ____ day of _____, 2019, by and between 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, and **AZURE DELRAY MARINA, LLC**, a Florida limited liability company (“Property Owner”), with a mailing address of 290 SE 6th Avenue, #5, Delray Beach, FL 33483, and:

WHEREAS, Property Owner is the current owner of the following-described real property:

Lot Six (6), LESS the North 10 feet thereof, and all of Lot Seven (7), Block 126, a Subdivision of Block 126, Delray, Florida, according to the Plat thereof recorded in Plat Book 11, at Page 4, of the public records of Palm Beach County, Florida (collectively, the “Dominant Land”);

WHEREAS, access to and from the Dominant Land via Marine Way was previously accomplished via an access easement through, over and across land owned by the City as provided in that Easement Grant dated April 16, 1975, and recorded May 7, 1975, in Official Records Book 2415, at Page 1230, of the Public Records of Palm Beach County, Florida (the “Easement Grant”) which access easement connected to a single driveway on the Dominant Land;

WHEREAS, Property Owner has redeveloped the Dominant Land into two townhomes with separate driveways;

WHEREAS, Property Owner has requested the City to terminate the previous Easement Grant and grant a new access easement allowing ingress and egress to and from the Dominant Land via Marine Way through the new driveways on the Dominant Land.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. That the recitals heretofore set forth are true and accurate and incorporated herein by reference.

2. That the Easement Grant described above was terminated by the City and Property Owner in a separate written instrument executed contemporaneously with this Access Agreement.

3. That the City hereby grants a non-exclusive, appurtenant access easement in, over and across the real property described in attached Exhibit "A" (the "Servient Land"). The easement grants the perpetual right and easement to use the Servient Land as a right-of-way for pedestrian and vehicular traffic between Marine Way and the Dominant Land, and for all other usual and customary purposes for which private driveways, ingress & egress and rights-of-way are used. All costs of construction and maintenance shall be borne solely by the Property Owner, and it is understood and agreed that the Grantor shall not be responsible in any way for the maintenance for the Servient Land.

4. That Property Owner and City agree that this Access Easement Agreement shall be recorded in the Public Records of Palm Beach County, Florida and shall be appurtenant and run with the Servient Land and Dominant Land and shall benefit and burden the present and future owners thereof. The Access Easement granted herein in favor of the Dominant Land shall not be transferred, assigned, sold or otherwise conveyed except in conjunction with the transfer or sale of the Dominant Land.

5. This Easement Agreement may not be changed, altered or modified except in writing signed by both parties. This Easement Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

By: _____
Lynn Gelin, City Attorney

{Signatures continued on next page}

WITNESSES:

PROPERTY OWNER:

AZURE DELRAY MARINA, LLC, a Florida
limited liability company

By: AZURE DEVELOPMENT, LLC, a
Florida limited liability company, as
Manager

By: _____
Brian T. Grossberg, as Manager

Witness #1 - Signature

Witness #1 – Printed Name

Witness #2 – Signature

Witness #2 – Printed Name

STATE OF FLORIDA }
 }SS:
COUNTY OF PALM BEACH }

I HEREBY CERTIFY that on this ____ day of _____, 2019, before me,
the undersigned officer, duly authorized to take acknowledgments, personally appeared **BRIAN T. GROSSBERG, as Manager of AZURE DEVELOPMENT, LLC, a Florida limited liability company, as Manager of AZURE DELRAY MARINA, LLC, a Florida limited liability company**, in whose name the foregoing instrument was executed, and that he acknowledged executing the same for such limited liability companies, freely and voluntarily, under authority duly vested in him by said limited liability companies, and that said individual [*select one*: ☐ is personally known to the undersigned or ☐ produced a _____ for identification purposes.

[Notary Seal Here]

NOTARY PUBLIC – State of Florida
My Commission Expires: