

Prepared by: RETURN:

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

PCN# 12-43-46-29-02-000-2640

EASEMENT AGREEMENT

THIS INDENTURE, made this ____ day of _____, 2019, by and between Peter G. Marra and Tatiana Marra, with a mailing address of 5175 NW 74th Place, Coconut Creek, FL 33073, Grantors, 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, 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 exclusive easement for the purpose of the construction and maintenance of public utilities/drainage facilities with full and free right, liberty, and authority to, with reasonable notice except in the case of emergency, enter upon and to install, operate, and maintain such facilities 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" (Easement Area -Sketch and Legal Description)
See area labeled "Proposed 10' U.E. running along the East side of the Property)

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 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 Grantor agrees to provide for the release or subordination of any and all mortgages or liens encumbering this easement. The Grantor agrees to erect no building or affect any other kind of construction or improvements upon the above-described easement area of the property without prior consent of the Grantee. The Grantee shall have the right to remove any permanent or temporary structure in order to access the easement for maintenance or repair of the public utilities/drainage facilities; and Grantee shall not be responsible for repairing any structures damaged or destroyed while accessing the easement for maintenance or repair. The Grantee shall only be responsible for restoring the affected property area to a substantially similar condition utilizing substantially similar materials which were existing before repairs or maintenance took place, including any approved and permitted fencing, except that as to grass areas, the Grantee shall only be required to restore grass areas with either Bahia or St Augustine

sod; and no specialty sod shall be installed without payment for same by Grantor to Grantee prior to the restoration of the grass areas.

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, said Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Irina Folkers
Signature
Irina Folkers
Print Name

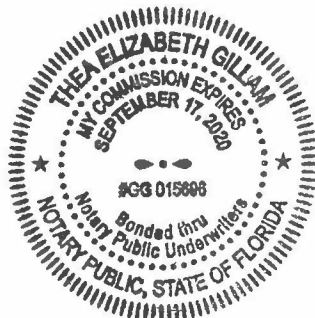
Zachary R Lawson
Signature
Zachary R Lawson
Print Name

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 12th day of Sept, 2019, by Peter Narra (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

Thea Gilliam
Signature of Notary Public -
State of Florida

(SEAL)



WITNESSES:

Lauren E Halberg
Signature
Lauren E. Halberg
Print Name

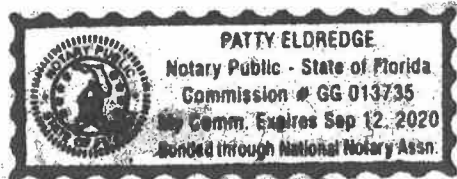
David Dedman
Signature
DAVID DEDMAN
Print Name

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19 day of Sept., 2019,
by Tatiana Marva (name of person acknowledging), who is personally known to me
or who has produced _____ (type of identification) as identification.

Patty Eldredge
Signature of Notary Public -
State of Florida

(SEAL)



ATTEST:

City Clerk

Approved as to Form:

City Attorney

GRANTOR

By: Tatiana Marva
Name: Tatiana Marva

Date: 09/19/19.

CITY OF DELRAY BEACH, FLORIDA

By: _____
Shelly Petrolia, Mayor