

Prepared and Return To:

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

764 LAKE TRAIL
PERMIT #18-00176753
6-01-18

PCN# 12-43-46-09-11-004-0190

PERPETUAL SIDEWALK EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this ____ day of _____, 2019, by and between Delray Beach Luxury Homes, LLC _____, with a mailing address of 130 S. 18th St, Unit #2504, Philadelphia, PA, 19103 _____, 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

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

WITNESSES:

[Signature]

Signature

Mark Jordan

Print Name

[Signature]

Signature

Stacey Jordan

Print Name

STATE OF PA

COUNTY OF PHILA

GRANTOR

By: [Signature]

Name: MICHAEL GARNICK

Its: WEINGARTEN DAILY BOUTIQUE

Date: 5/29/19 PHILADELPHIA

The foregoing instrument was acknowledged before me this 29th day of May, 2019 by MICHAEL GARNICK (name of officer or agent), of DEL RAY LUXURY HOME (name of corporation), a FLORIDA (State or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced PERSONALLY KNOWN (type of identification) as identification and did/did not take an oath.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

DEBORAH A. FERRARO, Notary Public

City of Philadelphia, Phila. County

My Commission Expires December 6, 2020

(SEAL)

[Signature]
Signature of Notary Public -
State of PA

ATTEST:

By: _____
City Clerk

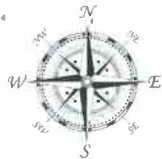
GRANTEE/ CITY

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

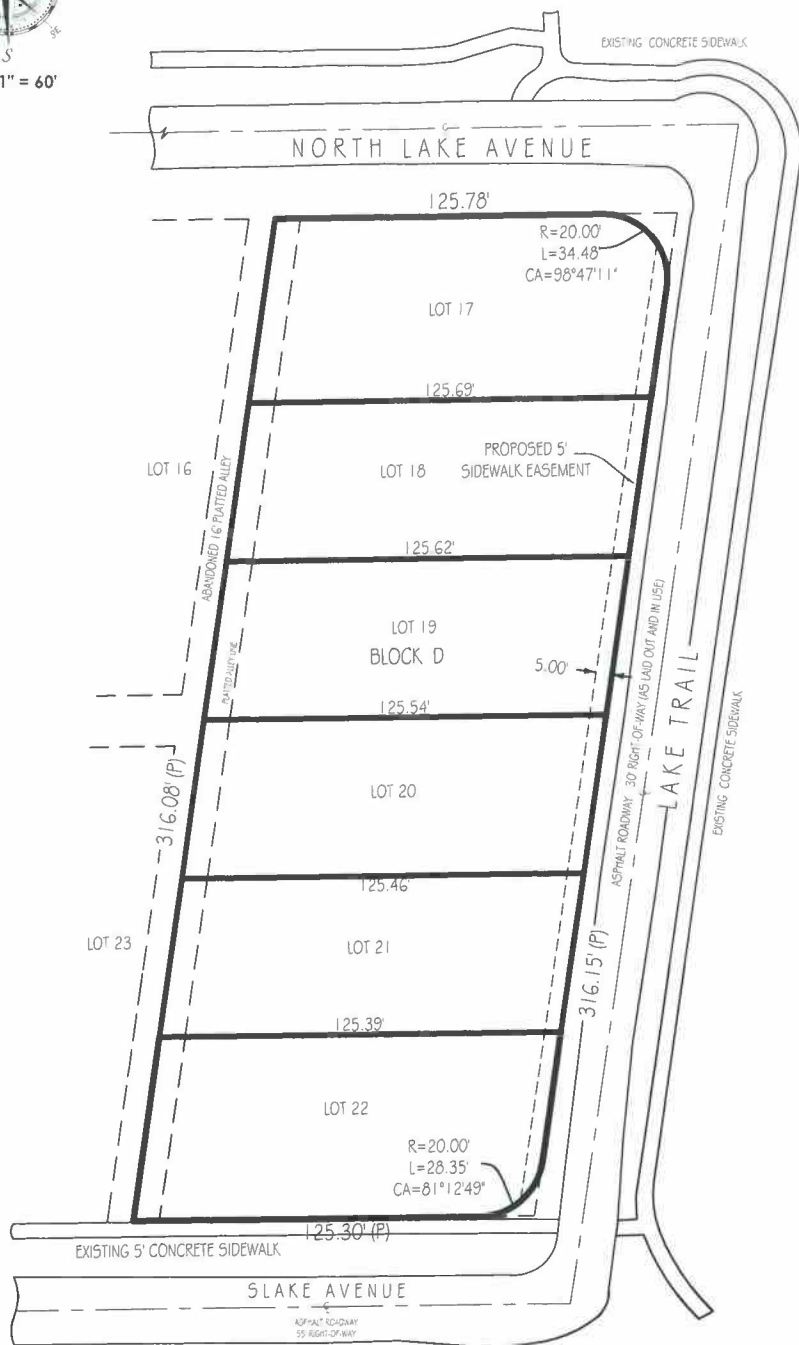
By: _____
City Attorney

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SCALE: 1" = 60'

SKETCH OF DESCRIPTION



SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

LEGAL DESCRIPTION:

THE EAST 5.00 FEET OF LOTS 17 THROUGH 22, BLOCK D, LA HACIENDA, AS MEASURED PERPENDICULARLY FROM THE EAST LINE OF SAID BLOCK D, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15 AT PAGE 6 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

SIGNED:

DATE: 06/18/2019

ANDREW SNYDER PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION No. 5639 (NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

Landtec Surveying offers services throughout the State of Florida. Please refer to our website at www.LandtecSurvey.com for up to date information about our locations and coverage area.

This survey has been issued by the following Landtec Surveying office:

600 Fairway Drive - Ste. 101

Deerfield Beach, FL. 33441

Office: (561) 367-3587 Fax: (561) 465-3145

www.LandtecSurvey.com

LEGEND:

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
P.B. - PLAT BOOK
P.G. - PAGE
B.C.R. - BROWARD COUNTY RECORDS

SKETCH REFERENCE NO. 92495-SE

LANDTEC

LAND SURVEYING - RESIDENTIAL SERVICES

Proudly Serving Florida's Land Title & Real Estate Industries

Detail by Entity Name

Florida Limited Liability Company
 DELRAY BEACH LUXURY HOMES, LLC

Filing Information

Document Number L18000018057
FEI/EIN Number 82-4211320
Date Filed 01/22/2018
State FL
Status ACTIVE

Principal Address

130 S. 18TH STREET, #2504
 PHILADELPHIA, PA 19103

Mailing Address

130 S. 18TH STREET, #2504
 PHILADELPHIA, PA 19103

Registered Agent Name & Address

STEPHEN A. SCHORR, P.A.
 1640 NW 2ND AVE.
 BOCA RATON, FL 33432

Authorized Person(s) Detail

Name & Address

Title AMBR

GARNICK, MICHAEL
 130 S. 18TH STREET, #2504
 PHILADELPHIA, PA 19103

Title MBR

KELLY, THOMAS
 PO BOX 425
 NEW HOPE, PA 18938

Annual Reports

Report Year	Filed Date
2019	02/12/2019

Document Images

02/12/2019 -- ANNUAL REPORT

[View image in PDF format](#)

01/22/2018 -- Florida Limited Liability

[View image in PDF format](#)