

Prepared and Return To:
City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, Florida 33444

PCN 12-43-46-09-36-000-0010

PERPETUAL SIDEWALK EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this ____ day of _____, 2019, by and between
ANDY L. NEMETH and ELIZABETH J. NEMETH, with a mailing address of
1011 BEACH DRIVE, DELRAY BEACH FL 33483 hereinafter referred to as "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, hereinafter described as "Grantee" or "City".

WITNESSETH: That Grantors, 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 Grantors 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, Grantors 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 Grantors. In such event, the City will provide written
notice to Grantors 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 Grantors shall indemnify, defend and hold harmless the City against any actions,
claims or damages arising out of the Grantors' negligence in connection with this Easement; and the City
shall indemnify, defend and hold harmless the Grantors 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. Grantors

16-19-19

19-00184015

1011 Beach Dr.

acknowledge 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 Grantors 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:

Julie Ann Kotowski
Signature
Julie Ann Kotowski
Print Name

Linda L. Hamilton
Signature
LINDA L. HAMILTON
Print Name

STATE OF INDIANA
COUNTY OF ELKHART

The foregoing instrument was acknowledged before me this 29th day of July, 2019 by Andy L. Nemeth (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.

GRANTOR

By: Andy L. Nemeth
Name: Andy L. Nemeth
Its: Owner
Date: July 29, 2019

Dixie L. Bloss
Signature of Notary Public -
State of INDIANA



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WITNESSES:

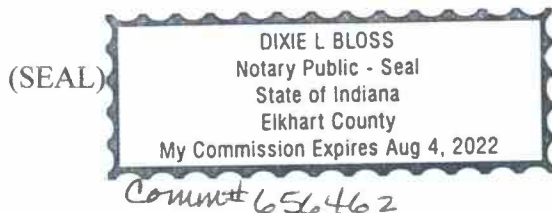
Julie Ann Kotowski
Signature
Julie Ann Kotowski
Print Name

Linda L. Hamilton
Signature
LINDA L. HAMILTON
Print Name

STATE OF INDIANA
COUNTY OF ELKHART

The foregoing instrument was acknowledged before me this 29th day of July, 2019 by ELIZABETH J. NEMETH (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.

Dixie L. Bloss
Signature of Notary Public -
State of INDIANA



GRANTOR

By: [Signature]
Name: ELIZABETH J. NEMETH
Its: OWNER

Date: July 29, 2019

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ATTEST:

**GRANTEE/ CITY OF DELRAY BEACH,
FLORIDA**

By: _____
City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

By: _____
City Attorney

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