Prepared and Return To:

(c)

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

PCN# 12-43-46-20-10-000-0220

PERPETUAL SIDEWALK EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this ____ day of _____, 2019, by and between Marcia Riley Guest, with a mailing address of 6330 NW 95th Ln., Parkland, FL, 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

408 SW 4th St
5-6-19 19-00183151 SFCM

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

Arthur D. Taylor
Print Name

Signature

Sandra Nogueira-Lopez
Print Name

GRANTOR

By: Marcia Riley Guest

Name: Marcia Riley Guest

Its: _____

Date: 7-19-2019

STATE OF Florida
COUNTY OF palm Beach.

The foregoing instrument was acknowledged before me this 19 day of July, 2019 by Marcia Riley-Guest (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 DL # [redacted] type of identification) as identification and did/did not take an oath.

Tiffany Welchance
Signature of Notary Public -
State of Florida.

(SEAL)

Notary Public State of Florida
Tiffany Welchance
My Commission GG 253569
Expires 08/28/2022

ATTEST:

By: _____
City Clerk

GRANTEE/ CITY

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

By: _____
City Attorney

[Remainder of Page Intentionally Left Blank]