

PREPARED BY AND RETURN TO:
City Attorney's Office
200 NW 1st Avenue
Delray Beach, FL 33444

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EASEMENT AGREEMENT

THIS INDENTURE, made this _____ day of _____, 2020 by and between WALLACE NISSAN, LLC, with a mailing address of Wallace Nissan, LLC C/O AUTONATION INC, 1111 Linton Blvd., Delray Beach, FL 33444-1105 (the "Grantor") and the CITY OF DELRAY BEACH, FLORIDA with a mailing address of 100 N.W. 1st Avenue, Delray Beach, Florida, 33444, a Florida municipal corporation in Palm Beach County, State of Florida (the "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 which are wholly owned by the Grantee, with full and free right, liberty, and authority to 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 Composite Exhibit "A"

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. Grantor and Grantee acknowledge and understand the legal description attached represents all of the lands owned by Grantor, but it is specifically agreed, that upon completion of the public utilities facilities, the Grantee shall record in the Public Record an appropriate amendment hereto that will contain a new as built location description and sketch that will supersede and replace the description and sketch attached as Composite Exhibit "A".

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 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

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place, 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, the parties to this Easement Agreement set their hands and seals the day and year first above.

WITNESSES:

[Signature]
Signature
Sudith Puignau
Print Name

[Signature]
Signature
Amy Gibbens
Print Name

GRANTOR: Wallace Nissan, LLC
A Delaware Limited Liability Company

By: [Signature]
Name: C. COLEMAN EDMUNDS
Title: MANAGER / PRESIDENT

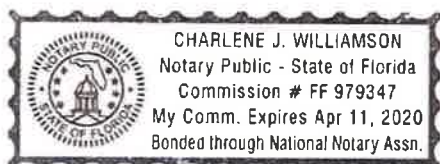
MTA

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of JANUARY, 2020 by C. COLEMAN EDMUNDS (name of person), as MANAGER / PRESIDENT (type of authority) for WALLACE NISSAN, LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification

Type of Identification Produced _____



[Signature]
CHARLENE J. WILLIAMSON
Signature of Notary Public, State of FLORIDA

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ATTEST:

GRANTEE: City of Delray Beach, Florida

By: _____

Katerri Johnson, City Clerk

By: _____

Shelly Petrolia, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Lynn Gelin, City Attorney

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EXHIBIT "A"
SKETCH AND DESCRIPTION

SKETCH & DESCRIPTION
PARCEL 1
AUTONATION LAND ROVER JAGUAR - DELRAY BEACH
(P.B. _____, Page _____, P.B.C.R.)
PALM BEACH COUNTY RECORDS

LAND DESCRIPTION:

Parcel 1, AUTONATION LAND ROVER JAGUAR - DELRAY BEACH, according to the Plat thereof, as recorded in Plat Book _____, Page _____, of the Public Records of Palm Beach County, Florida.

Said Lands lying in the City of Delray Beach, Palm Beach County, Florida and containing 319,607 square feet (7.3372 acres) more or less.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the northerly line of Parcel 1 having a bearing of S89°54'03"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: F.B. = Field Book; L.B. = Licensed Business; O.R.B. = Official Records Book; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: _____

1/2/2020

[Signature]

JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

**NOT VALID WITHOUT
SHEETS 1 THRU 4**

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com
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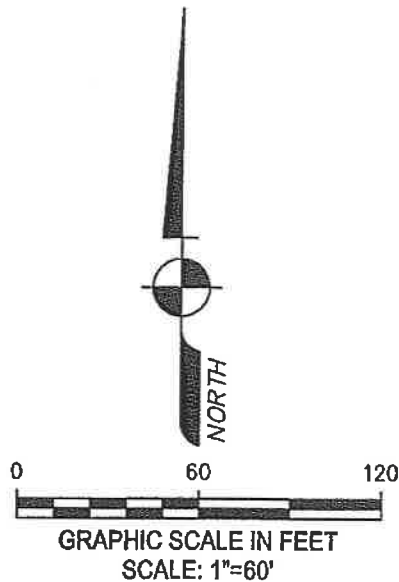
JOB#:	10655_P1
SCALE:	-
DATE:	01/02/2020
BY:	W.R.E.
CHECKED:	J.T.D.
F.B.	- PG. -
SHEET:	1 OF 3

SKETCH & DESCRIPTION

PARCEL 1

AUTONATION LAND ROVER JAGUAR - DELRAY BEACH
(P.B. _____, Page _____, P.B.C.R.)
PALM BEACH COUNTY RECORDS

**NOT VALID WITHOUT
SHEETS 1 THRU 3**



WALLACE DRIVE

N24°45'29"E

359.04'

S65°27'26"E
74.22'

PARCEL 2
(P.B. _____/_____, P.B.C.R.)

S89°54'03"E 156.00'

R=50.67'
L=21.62'
Δ=24°26'37"

NORTHERLY LINE
PARCEL 1
BEARING BASIS

409.82'

PARCEL 2
(P.B. _____/_____, P.B.C.R.)

PARCEL 1

(P.B. _____/_____, P.B.C.R.)

N83°59'08"W
51.60'

N06°13'52"E
59.79'

N00°09'08"W
50.00'

N89°50'52"E

85.14'

R=724.00' L=186.76' Δ=14°46'47"

S89°43'21"W
5.36'

S00°16'39"E
406.86'

S00°16'39"E

MATCHLINE
SEE SHEET 3 OF 3

REVISIONS

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #: 10655_P1

SCALE: 1" = 60'

DATE: 01/02/2020

BY: W.R.E.

CHECKED: J.T.D.

F.B. - PG. -

SHEET: 2 OF 3



PARCEL 1

(P.B. _____, Page _____, P.B.C.R.)

MATCHLINE

SEE SHEET 2 OF 3

406.86'



(P.B. ____/____, P.B.C.R.)

WALLACE DRIVE

180.64'

NOV 17, 24th W

N44°15'11"W
46.68'

N88°53'57"W

163.57'

N88°54'36"W

128.32'

S89°42'29"W
47.35'

N80°44'26"W
50.68'

S88°07'54"W
33.94'

S89°42'36"W
47.35'

S00°16'39"E

NORTH RIGHT-OF-WAY LINE
(O.R.B. 30076/1959, P.B.C.R.)

NORTH RIGHT-OF-WAY LINE
(O.R.B. 30076/1959, P.B.C.R.)

LINTON BOULEVARD

**NOT VALID WITHOUT
SHEETS 1 THRU 3**



GRAPHIC SCALE IN FEET
SCALE: 1"=60'

REVISIONS 		AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com	JOB #: 10655_P1 SCALE: 1" = 60' DATE: 01/02/2020 BY: W.R.E. CHECKED: J.T.D. F.B. - PG. - SHEET: 3 OF 3
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