

Prepared by: RETURN:

Lynn Gelin, Esq.
City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, FL 33444

EASEMENT AGREEMENT FOR PEDESTRIAN CLEAR ZONE

THIS INDENTURE, made this ____ day of _____, 2020, by and between **PIERRE DELRAY ONE LLC**, a Delaware Limited Liability Company with a mailing address of 2000 Avenue Of The Stars, 11th Floor Los Angeles, CA 90067 (Grantor), and the **CITY OF DELRAY BEACH**, a municipal entity, 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 easement ("Sidewalk Easement") to be used for a pedestrian sidewalk clear zone for the purpose of public pedestrian access with full and free right, liberty, and authority to enter upon and to maintain such pedestrian sidewalk clear zone across, through, and upon or within the Sidewalk Easement as specifically identified on Exhibit "A" attached hereto.

DESCRIPTION

See Exhibit "A" (Depicting sketch and legal description of the Sidewalk Easement), and See Exhibit "B" (Depicting a graphic of the Sidewalk Easement)

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 effectuate the purposes of the easement, as expressed hereinafter. Notwithstanding the foregoing, this easement shall not encumber any portion of the property in which there is no Sidewalk Easement, and shall not provide the Grantee or the public any rights of ingress or egress, or other easement rights not specified herein, over or on any other portion of the property upon which the Sidewalk Easement is not located.

That this easement shall be subject only to those easements, restrictions, conditions and reservations of record. That the Grantor agrees to provide for the subordination of any and all mortgages which are superior to this easement. The Grantor also agrees to erect no building or affect any other kind of construction or improvements upon the sidewalk as described in Exhibit "A".

It is understood that the Grantor shall improve the pedestrian sidewalk clear zone so as to be an extension of the adjacent public sidewalk and shall match the adjacent public sidewalk in design and material. Upon completion of construction of the sidewalk by the Grantor to the required standards, the Grantor shall maintain the sidewalk in conformance with the City's practices of maintaining public sidewalks throughout the City.

It is understood by the Grantee, that the Grantor may, from time to time, restrict or limit the Grantee and any pedestrians from accessing the sidewalk or any portions thereof, for the sole purpose of completing construction and making any improvements or repairs necessary to fulfill its obligation hereunder to build and maintain the sidewalk in conformance with the City's practices of maintaining public sidewalks.

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 written.

WITNESS #1:

(name printed or typed)

WITNESS #2:

(name printed or typed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2020 by _____ as Authorized Signatory of **PIERRE DELRAY ONE LLC** a Delaware Limited Liability Company.

Personally known ____ OR Produced Identification

Type of Identification Produced _____

(SEAL)

Signature of Notary Public

State of _____

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Katerri Johnson, City Clerk

By: _____

Shelly Petrolia, Mayor

Approved as to Form:

Lynn Gelin, Esq., City Attorney

EXHIBIT A

SKETCH AND LEGAL DESCRIPTION FOR SIDEWALK EASEMENT

(See Following Page)

Sketch & Description
SunTrust Delray - Pedestrian Clear Zone Easement Agreement
Block 93, RE-SUBDIVISION OF BLOCK 93, CITY OF
DELRAY BEACH, PALM BEACH, COUNTY
Plat Book 10, Page 53

Pedestrian Clear Zone Easement Agreement: As Written by SurvTech Solutions

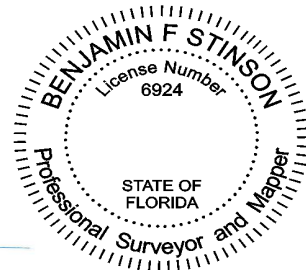
A parcel of land being a portion of the lands as described per Official Records 29463, Page 1754, of the Public Records of Palm Beach County, Florida, being a part of Block 93, RE-SUBDIVISION OF BLOCK 93, CITY OF DELRAY BEACH, PALM BEACH COUNTY, according to the plat thereof, as recorded in Plat Book 10, Page 53, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

BEGIN at a point marking the Northeast corner of Lot 1, Block 93, RE-SUBDIVISION OF BLOCK 93, CITY OF DELRAY BEACH, PALM BEACH COUNTY, according to the plat thereof, as recorded in Plat Book 10, Page 53, of the Public Records of Palm Beach County, Florida, said point also being the Northeast corner of lands as described per Official Records 29463, Page 1754, of the Public Records of Palm Beach County, Florida; thence coincident with the East boundary of said lands, S 01°32'20" E a distance of 2.85 feet; thence departing said East boundary, S 88°58'20" W a distance of 32.52 feet; thence S 87°21'53" W a distance of 0.48 feet; thence S 84°38'33" W a distance of 0.48 feet; thence S 81°55'12" W a distance of 0.48 feet; thence S 01°37'55" E a distance of 4.13 feet; thence S 88°22'05" W a distance of 3.33 feet; thence S 01°37'55" E a distance of 2.79 feet; thence S 48°19'22" W a distance of 4.98 feet; thence S 88°22'05" W a distance of 2.95 feet; thence S 01°37'55" E a distance of 8.40 feet; thence S 07°04'24" W a distance of 6.10 feet; thence S 88°22'05" W a distance of 3.33 feet; thence S 01°37'55" E a distance of 1.60 feet; thence N 88°22'05" E a distance of 0.68 feet; thence S 01°37'55" E a distance of 15.71 feet; thence S 07°04'24" W a distance of 4.74 feet; thence S 88°22'05" W a distance of 3.53 feet; thence S 01°37'55" E a distance of 1.60 feet; thence N 88°22'05" E a distance of 0.81 feet; thence S 01°37'55" E a distance of 16.17 feet; thence S 07°04'24" W a distance of 4.51 feet; thence S 88°22'05" W a distance of 4.97 feet; thence S 07°25'07" W a distance of 27.92 feet; thence N 88°22'05" E a distance of 2.61 feet; thence S 01°37'55" E a distance of 8.93 feet; thence S 88°22'05" W a distance of 4.03 feet; thence S 07°25'07" W a distance of 18.34 feet; thence S 82°34'53" E a distance of 3.18 feet; thence S 06°56'02" W a distance of 6.23 feet; thence N 82°34'53" W a distance of 3.23 feet; thence S 07°25'07" W a distance of 5.00 feet; thence S 88°22'05" W a distance of 0.25 feet; thence S 01°37'55" E a distance of 1.70 feet to a point coincident with the North right-of-way boundary of an Alley; thence coincident with said North right-of-way boundary, S 89°26'18" W a distance of 0.86 feet to a point coincident with the East right-of-way boundary of Southeast 3rd Avenue as described per said Official Records Book 29463, Page 1754; thence departing said North right-of-way boundary, coincident with said East right-of-way boundary, N 07°28'07" E a distance of 133.73 feet; thence departing said East right-of-way boundary, N 88°22'05" E a distance of 3.85 feet; thence N 01°37'55" W a distance of 6.14 feet; thence N 47°48'03" E a distance of 0.69 feet; thence N 50°16'27" E a distance of 0.69 feet; thence N 52°44'50" E a distance of 0.69 feet to a point coincident with the South right-of-way boundary of East Atlantic Avenue; thence coincident with said South right-of-way boundary, N 89°19'23" E a distance of 41.65 feet to the POINT OF BEGINNING.

Containing an area of 597.97 square feet, 0.014 acres, more or less.



Benjamin F. Stinson PSM No. 6924
SurvTech Solutions, Inc. LB No. 7340



- 1.) Paper copies of this sketch are not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. Digital copies are not valid without the digital signature of a Florida Licensed Surveyor and Mapper.
- 2.) The bearing structure for this sketch is based on a Florida East State Plane grid bearing of N 89°19'23" E for the South Right-of-way Boundary of East Atlantic Avenue.
- 3.) THIS IS NOT A BOUNDARY SURVEY.

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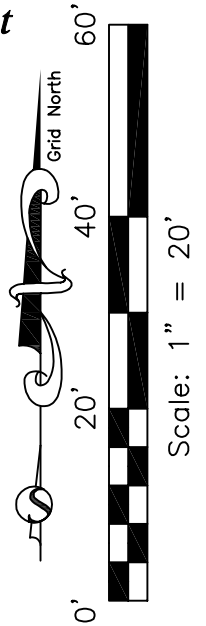
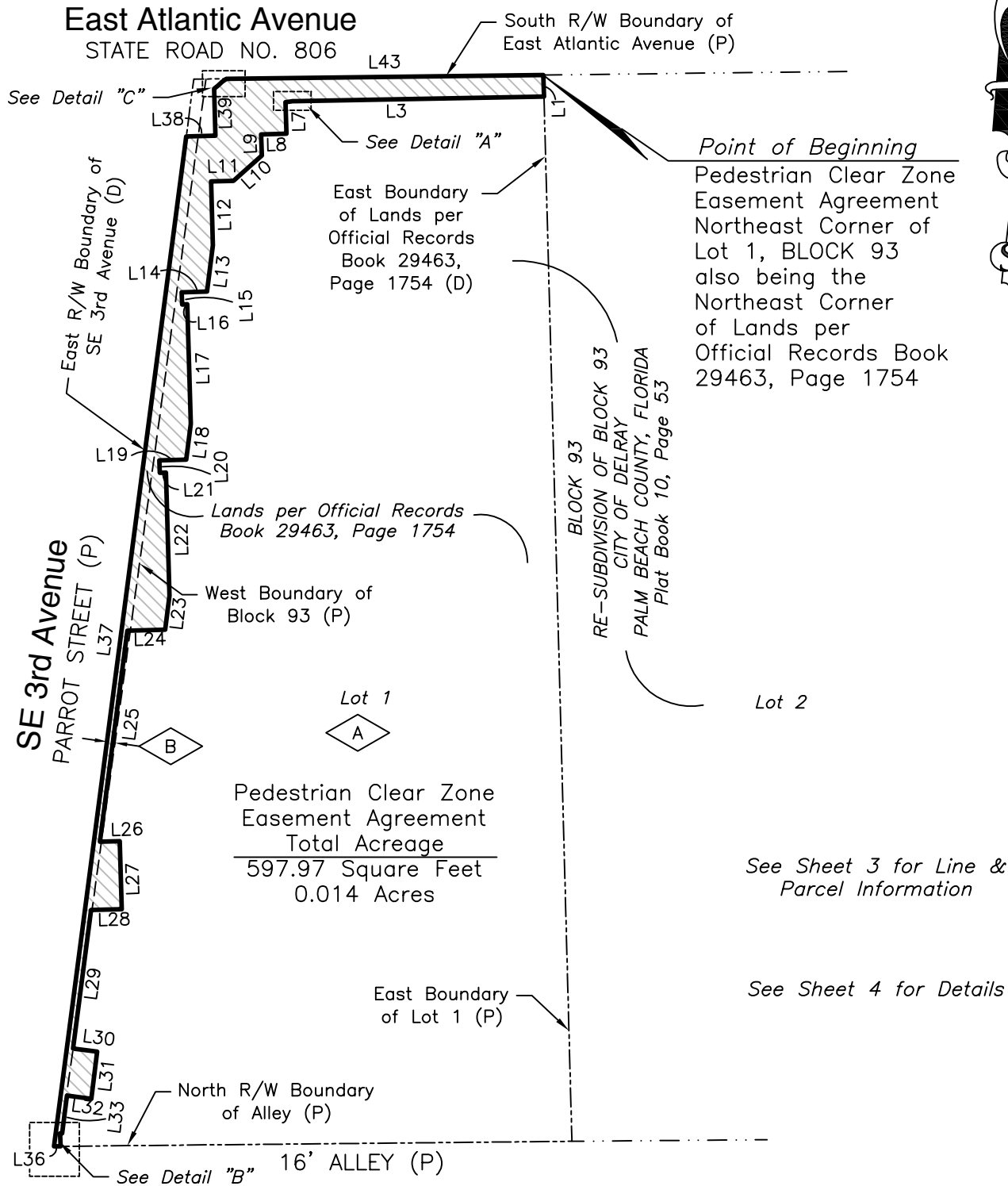
SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS

10220 U.S. Highway 92 East, Tampa, FL 33610
phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
email: bstinson@survtechsolutions.com <http://www.survtechsolutions.com>

Project No.: 20170157
Phase: 11
Drawing Name: 20170157_11SK.2
Last Field Date: N/A
Field Book/Page: N/A

Drafted By: B. Stinson
Date Drafted: 01/15/20
Revision Date: N/A
Approved By: B. Stinson
Date Approved: 01/21/20

Sketch & Description
SunTrust Delray - Pedestrian Clear Zone Easement Agreement
Block 93, RE-SUBDIVISION OF BLOCK 93, CITY OF
DELRAY BEACH, PALM BEACH, COUNTY
Plat Book 10, Page 53



PROJECT NO.: 20170157
 PHASE: 11
 LAST FIELD DATE: N/A



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Line Information:


LINE	BEARING	DISTANCE
L1	S 01°32'20" E	2.85'
L3	S 88°58'20" W	32.52'
L4	S 87°21'53" W	0.48'
L5	S 84°38'33" W	0.48'
L6	S 81°55'12" W	0.48'
L7	S 01°37'55" E	4.13'
L8	S 88°22'05" W	3.33'
L9	S 01°37'55" E	2.79'
L10	S 48°19'22" W	4.98'
L11	S 88°22'05" W	2.95'
L12	S 01°37'55" E	8.40'
L13	S 07°04'24" W	6.10'
L14	S 88°22'05" W	3.33'
L15	S 01°37'55" E	1.60'
L16	N 88°22'05" E	0.68'
L17	S 01°37'55" E	15.71'
L18	S 07°04'24" W	4.74'
L19	S 88°22'05" W	3.53'
L20	S 01°37'55" E	1.60'
L21	N 88°22'05" E	0.81'
L22	S 01°37'55" E	16.17'

Line Information:



LINE	BEARING	DISTANCE
L23	S 07°04'24" W	4.51'
L24	S 88°22'05" W	4.97'
L25	S 07°25'07" W	27.92'
L26	N 88°22'05" E	2.61'
L27	S 01°37'55" E	8.93'
L28	S 88°22'05" W	4.03'
L29	S 07°25'07" W	18.34'
L30	S 82°34'53" E	3.18'
L31	S 06°56'02" W	6.23'
L32	N 82°34'53" W	3.23'
L33	S 07°25'07" W	5.00'
L34	S 88°22'05" W	0.25'
L35	S 01°37'55" E	1.70'
L36	S 89°26'18" W	0.86'
L37	N 07°28'07" E	133.73'
L38	N 88°22'05" E	3.85'
L39	N 01°37'55" W	6.14'
L40	N 47°48'03" E	0.69'
L41	N 50°16'27" E	0.69'
L42	N 52°44'50" E	0.69'
L43	N 89°19'23" E	41.65'

**L2 was purposefully omitted

Legend of Abbreviations

PSM	Professional Surveyor and Mapper	R/W	Right-of-way
(D)	Deed Reference	No.	Number
	Official Records Book	LB	Licensed Business
	29463, Page 1754		Pedestrian Clear Zone
(P)	Plat Reference		Easement Agreement
	(Plat Book 10, Page 53)		

Property Information

-  Parcel Control #12-43-46-16-01-093-0010
-  Parcel Control #12-43-46-16-01-093-0370

PIERRE DELRAY ONE LLC
2000 AVENUE OF THE STARS FL 11
LOS ANGELES, CA 90067 4732

PROJECT NO.: 20170157
PHASE: 11
LAST FIELD DATE: N/A

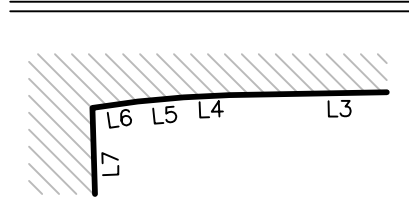


SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS

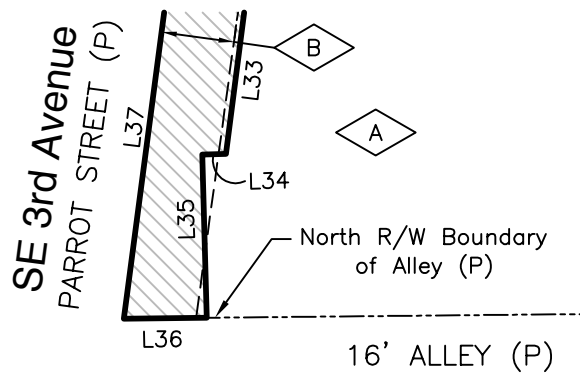
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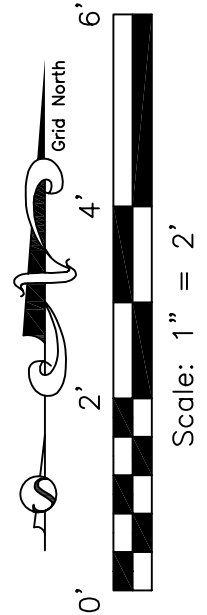
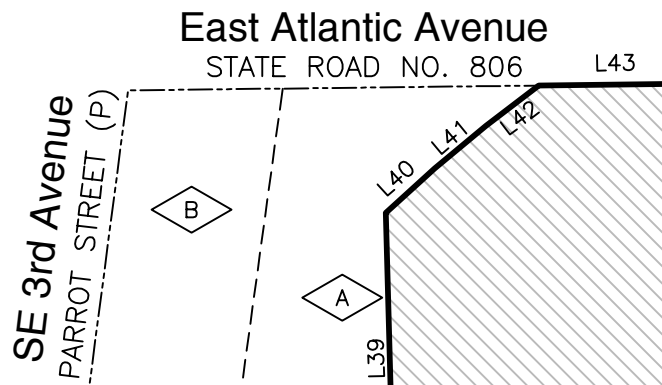
Detail "A"



Detail "B"



Detail "C"

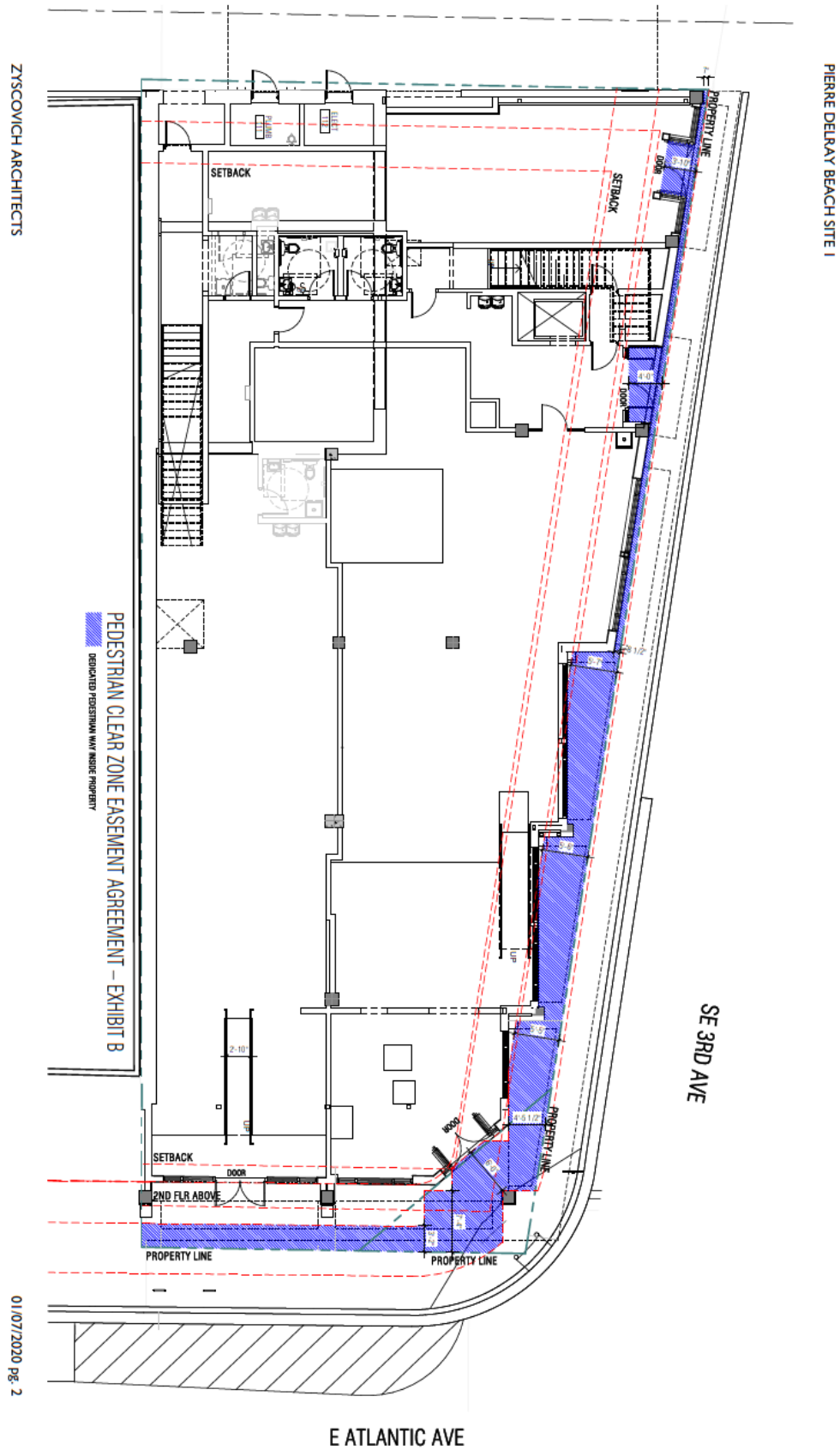


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GRAPHIC FOR SIDEWALK EASEMENT



CONSENT AND JOINDER OF MORTGAGEE

_____ (Mortgagee), is the holder of that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of _____, 2020, recorded in the Official Records Book _____, at page _____ (Instrument No. _____), of the Public Records of Palm Beach County, Florida ("Mortgage"), which encumbers a portion of the following described property, in Palm Beach County, Florida, to wit:

Lots 1, Block 93, RE-SUBDIVISION OF BLOCK 93, DELRAY BEACH, FLORIDA,
according to the plat thereof, recorded in Plat Book 10, Page 53, of the Public Records of
Palm Beach County, Florida.

The undersigned, Mortgagee, hereby consents to the foregoing Easement Agreement For Pedestrian Clear Zone ("Easement Agreement") from **PIERRE DELRAY ONE LLC**, a Delaware Limited Liability Company ("Grantor") to the **City of Delray Beach**, a municipal entity ("Grantee") and hereby subordinates the lien of its Mortgage to the Easement Agreement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this _____ day of _____, 2020.

WITNESS #1:

MORTGAGEE:

By: _____

(Printed Name)

(Printed Name & Title)

WITNESS #2:

Acknowledgement

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ____ OR Produced Identification
Type of Identification Produced _____