

Prepared by: RETURN:

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

EASEMENT AGREEMENT FOR PEDESTRIAN CLEAR ZONE

THIS INDENTURE, made this ____ day of _____, 2020 ("**Easement Agreement**"), by and between **214 NE 4th St., LLC**, a Florida Limited Liability Company, with a mailing address of 1200 NW 17th Avenue, Suite 9, Delray Beach, Florida 33445 ("**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 to be used for a pedestrian sidewalk clear zone for the purpose of public pedestrian access ("**Pedestrian Clear Zone**") with full and free right, liberty, and authority to enter upon and to maintain such Pedestrian Clear Zone across, through and upon or within the following described property as specifically identified on Exhibit "A" attached hereto.

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 effect the purposes of the Pedestrian Clear Zone, as expressed hereinafter. Notwithstanding the foregoing, this easement shall not encumber any portion of the property in which there is no Pedestrian Clear Zone, 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 Pedestrian Clear Zone 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 release or subordination of any and all mortgages encumbering the Pedestrian Clear Zone. The Grantor also agrees to erect no building or affect any other kind of construction or improvements upon the property as described in Exhibit "A", with the exception of any construction or improvements approved by Grantee or otherwise described herein.

It is understood that the Grantor shall improve the Pedestrian 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 Pedestrian Clear Zone 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, upon appropriate application to and approval by the Grantee, that the Grantor may, from time to time, restrict or limit the Grantee and any pedestrians from accessing the Pedestrian Clear Zone 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 Pedestrian Clear Zone and that the same is unencumbered except as provided above. Where the context of this 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.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

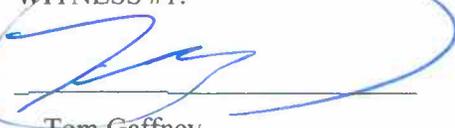
Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to legal form
and sufficiency:

Lynn Gelin, City Attorney

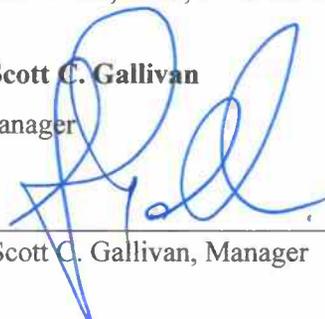
WITNESS #1:



Tom Gaffney

214 NE 4th St., LLC, a Florida limited liability company

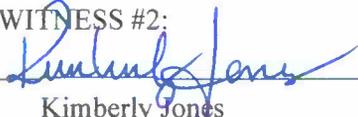
By: **Scott C. Gallivan**
its Manager

By: 

Scott C. Gallivan, Manager

(name printed or typed)

WITNESS #2:



Kimberly Jones

(name printed or typed)

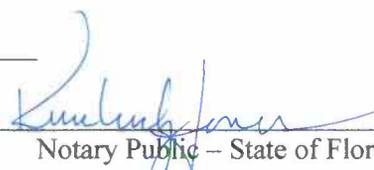
NOTARY FOR CORPORATION

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of January, 2020 by Scott C. Gallivan (name of person), as Manager (type of authority) for 214 NE 4th St., LLC (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____



Notary Public -- State of Florida

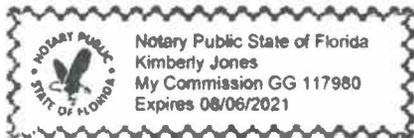


EXHIBIT A

SKETCH AND LEGAL DESCRIPTION FOR PEDESTRIAN CLEAR ZONE EASEMENT

EXHIBIT A-Pedestrian Clear Zone Easement

