



CITY OF DELRAY BEACH
PLANNING, ZONING AND BUILDING DEPARTMENT



1993•2001•2017 100 NW 1ST AVENUE, DELRAY BEACH, FLORIDA 33444 • PLANNING & ZONING DIVISION: (561) 243-7040 • BUILDING DIVISION: (561) 243-7200

September 5, 2018

Roger Cope, AIA
Cope Architects, Inc.
701 SE 1st Street
Delray Beach, FL 33483
CopeArchitectsInc@gmail.com

RE: 126 SE 7th Avenue, Delray Beach, FL 33483
File #2017-271 & 2018-011

Dear Mr. Cope:

At the Historic Preservation Board (HPB) meeting of June 13, 2018, a Certificate of Appropriateness and Variance were approved for the property located at 126 SE 7th Avenue. The development proposal consists of two (2) 65 square foot exterior additions, renovations, two new pools, landscaping and hardscaping and variance to reduce the side interior setback from the required 15' to 7.5' on the south side of the property for two (2) new 65 sq. ft. additions.

You may now proceed to the Building Division to obtain a building permit for the construction of the proposed improvements. Please note that all plans submitted with the building permit application must accurately reflect the improvements within the attached certified plan set. In order to expedite the review of the permit, it is recommended that you verify that the building permit plans match the final certified plans. The status of your building permit may be verified by contacting the Building Division at 561.243.7200.

Prior to the issuance of a Certificate of Occupancy, a Perpetual Sidewalk Easement Agreement must be executed, approved by the City Commission and recorded for 5' of the land adjacent to SE 7th Avenue for the purposes of constructing and maintaining the sidewalk, utilities, street lighting and drainage, please see attached agreement. Exhibit "A" must be attached to the agreement which provides a sketch and legal description of the perpetual sidewalk easement. A surveyor can assist in the preparation of the sketch and legal description. During building permit review, the Engineering Division will review the plans for the sidewalk installation. A request must be made to the Engineering Division if the applicant seeks to pay an in-lieu fee for the installation.

Attached is a copy of the plans, certified by the Director of the Planning, Zoning, and Building Department. The site plan approval is valid for 24 months; thus, expiring on June 13, 2020. Prior to the expiration date of the site plan, 25% of the cost of all improvements associated with the approved development must be constructed in order for this proposal to be considered established. Any request for an approval extension shall be filed 45 days prior to the aforementioned site plan expiration date.

If you have any questions regarding the subject development approval, you may contact me at 561.330.6054 or via e-mail at fogela@mydelraybeach.com

Sincerely,

Abe Fogel, Assistant Planner
Historic Preservation Division

Enclosure: Perpetual Sidewalk Easement Agreement

SERVICE • PERFORMANCE • INTEGRITY • RESPONSIBLE • INNOVATIVE • TEAMWORK

Prepared and Return To:

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

PCN# _____

PERPETUAL SIDEWALK EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this ____ day of _____, 2018, by and between _____, with a mailing address of _____,

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

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, the parties, along with their successors or assigns to this Perpetual Sidewalk Easement, set their hands and seals the day and year first above written.

WITNESSES:

GRANTOR, _____

1 _____

Printed Name _____

2 _____

By: _____

Printed name _____

Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018_ by _____ (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.

Signature of Notary Public -

(SEAL)

ATTEST:

GRANTEE/ CITY

By: _____

City Clerk

By: _____

Shelly Petrolia, Mayor

Approved as to Form:

By: _____

R. Max Lohman, City Attorney

Exhibit “A” (Depiction of “Easement Area”)