

**** PENDING EXHIBIT "A" ****

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 _____, 2021, by and between **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body corporate and politic created pursuant to Section 163.356 F.S., with a mailing address of 20 N. Swinton Avenue, Delray Beach, FL 33444 (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"

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 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 release or 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:

GRANTOR: **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body corporate and politic created pursuant to Section 163.356 F.S.

(name printed or typed)

By: _____
Shirley Ervin Johnson, Chair

WITNESS #2:

(name printed or typed)

STATE OF FLORIDA _____

COUNTY OF PALM BEACH _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by Renée A. Jadusingh (name of person), as Executive Director (type of authority) for DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a Florida public body corporate and politic created pursuant to Section 163.356 F.S. (name of party on behalf of whom instrument was executed).

Personally known ____ OR Produced Identification ____
Type of Identification Produced _____

Notary Public – State of Florida

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