

Prepared by: RETURN:  
City Attorney's Office  
200 N.W. 1st Avenue  
Delray Beach, Florida 33444

PCN: 12-43-46-16-47-000-0220

Address: 401 NE 2ND Street Delray Beach, FL 33483

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### GENERAL UTILITY EASEMENT AGREEMENT

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **PHG Delray Beach, LLC**, with a mailing address of **ONE ALLIANCE CENTER C/O 3500 LENOX RD NE STE 625 ATLANTA GA 30326 4232** (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 non-exclusive easement for the purpose of the construction and maintenance of public utilities ("Utility Easement") 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 or within the following described property as specifically identified on Exhibit "A" attached hereto.

#### DESCRIPTION

See Composite Exhibit "A" (Easement Area – Sketch and Legal Description)

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 Utility Easement, as expressed hereinafter. Notwithstanding the foregoing, this easement shall not provide the Grantee any other easement rights not specified herein, over or on any other portion of the property upon which the Utility Easement is not located.

That this Utility 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 this Utility Easement. 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" that would unreasonably interfere with Grantee's rights, nor shall any such improvements be undertaken without prior consent of the Grantee, and such consent shall not be unreasonably withheld. The Grantee shall have the right to remove any permanent or temporary structure in order to access the Utility Easement for maintenance or repair of the public utilities. The Grantee shall 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 place.

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 Utility 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.

WITNESSES:

Allison  
Signature  
Allison Neary  
Print Name

Claire  
Signature  
Claire Lawless  
Print Name

GRANTOR

By: [Signature]

Name: M. J. Patel

Its: Managing Principal

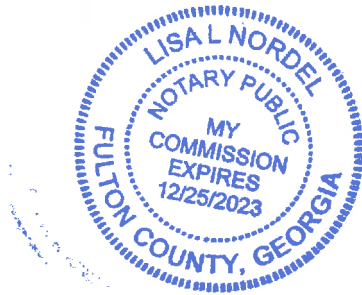
Date: 4/22/2021

STATE OF GEORGIA  
COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of April, 2021, by Mital Patel (name of person), as Managing Principal (type of authority) for PHS Delray Beach, LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

(SEAL)



Lisa L. Nordel  
Notary Public – State of Georgia

ATTEST:

By: \_\_\_\_\_  
City Clerk

GRANTEE/ CITY

By: \_\_\_\_\_  
Shelly Petrolia, Mayor

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

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