

Prepared by: RETURN:

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 _____, 2021, by and between **GROVE ROSEBUD TWO LLC**, a Florida Limited Liability Company with a mailing address of 101 SE 4th Avenue, Delray Beach, Florida 33483 (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 following described property 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 encumbering this 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".

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, 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 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:

melissa Apolinario
[Signature]
(name printed or typed)

WITNESS #2:

Jordana Jargura
[Signature]
(name printed or typed)

GROVE ROSEBUD TWO LLC, a Florida Limited Liability Company

By: [Signature]
Craig Menin, Manager

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

COUNTY OF PALM BEACH

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 _____

Notary Public – State of Florida

EXHIBIT A

SKETCH AND LEGAL DESCRIPTION FOR SIDEWALK EASEMENT

SKETCH AND LEGAL DESCRIPTION

A PORTION OF LOT 1, BLOCK 82,
SUBDIVISION OF BLOCK 82 DELRAY, FLORIDA (PLAT BOOK 12, PAGE 30)

LEGAL DESCRIPTION:

A PORTION OF LOT 1, BLOCK 82, OF SUBDIVISION OF BLOCK 82 DELRAY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1; THENCE RUN N89°09'38"W ALONG THE NORTH LINE OF LOT 1 FOR A DISTANCE OF 14.49' TO THE **POINT OF BEGINNING**; THENCE RUN S04°59'04"E FOR A DISTANCE OF 0.95' TO A POINT; THENCE RUN N89°09'34"W FOR A DISTANCE OF 6.04' TO A POINT; THENCE RUN S65°01'35"W FOR A DISTANCE OF 1.78' TO A POINT; THENCE RUN N89°21'31"W FOR A DISTANCE OF 67.36' TO A POINT; THENCE RUN N73°47'00"W FOR A DISTANCE OF 7.35' TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE RUN S89°09'38"E ALONG SAID NORTH LINE FOR A DISTANCE OF 81.98' TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 138 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE REFERENCED TO AN ASSUMED BEARING OF S89°09'38"E ALONG THE NORTH LINE OF LOT 1
2. NO FIELDWORK WAS PERFORMED DURING THE PREPARATION OF THIS EXHIBIT: THIS IS NOT A SURVEY
3. ALL DIMENSIONS ARE U.S. SURVEY FEET (12 METERS = 39.37 FEET)
4. ALL DOCUMENT RECORDING INFORMATION CONTAINED HEREIN IS IN REFERENCE TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
5. THIS EXHIBIT CONSISTS OF 2 PAGES, AND IS NOT VALID WITHOUT ALL PAGES.
6. IF THIS EXHIBIT IS IN PAPER FORMAT, IT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
7. IF THIS EXHIBIT IS IN AN ELECTRONIC FORMAT, IT IS ONLY VALID IF IT CONTAINS AN ELECTRONIC SIGNATURE AS SPECIFIED IN CHAPTER 5J-17.062(3) OF THE FLORIDA ADMINISTRATIVE CODE.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS EXHIBIT OF THE HEREON DESCRIBED PROPERTY HAS BEEN MADE UNDER MY DIRECTION, AND COMPLIES WITH STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, AND THAT SAID EXHIBIT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Digitally signed by William
Wright
Date: 2021.05.05 16:40:53
-04'00'

WILLIAM J WRIGHT, P.S.M.
LICENSE NO. 6868, STATE OF FLORIDA
ELECTRONIC VERSION OF THIS EXHIBIT SIGNED AND
SEALED BY WILLIAM J WRIGHT, P.S.M., ON DATE
SHOWN, USING AN SHA-1 AUTHENTICATION CODE.
AUTHENTICATION CODE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.

PAPER COPIES OF THIS EXHIBIT NOT VALID WITHOUT
ORIGINAL INK SIGNATURE AND RAISED SEAL.



WrightPSM, LLC

PROFESSIONAL SURVEYING AND MAPPING
1248 SE 12TH AVE DEERFIELD BEACH, FL 33441
(772) 538-1858 www.wrightpsm.com
CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE: 1"=30'

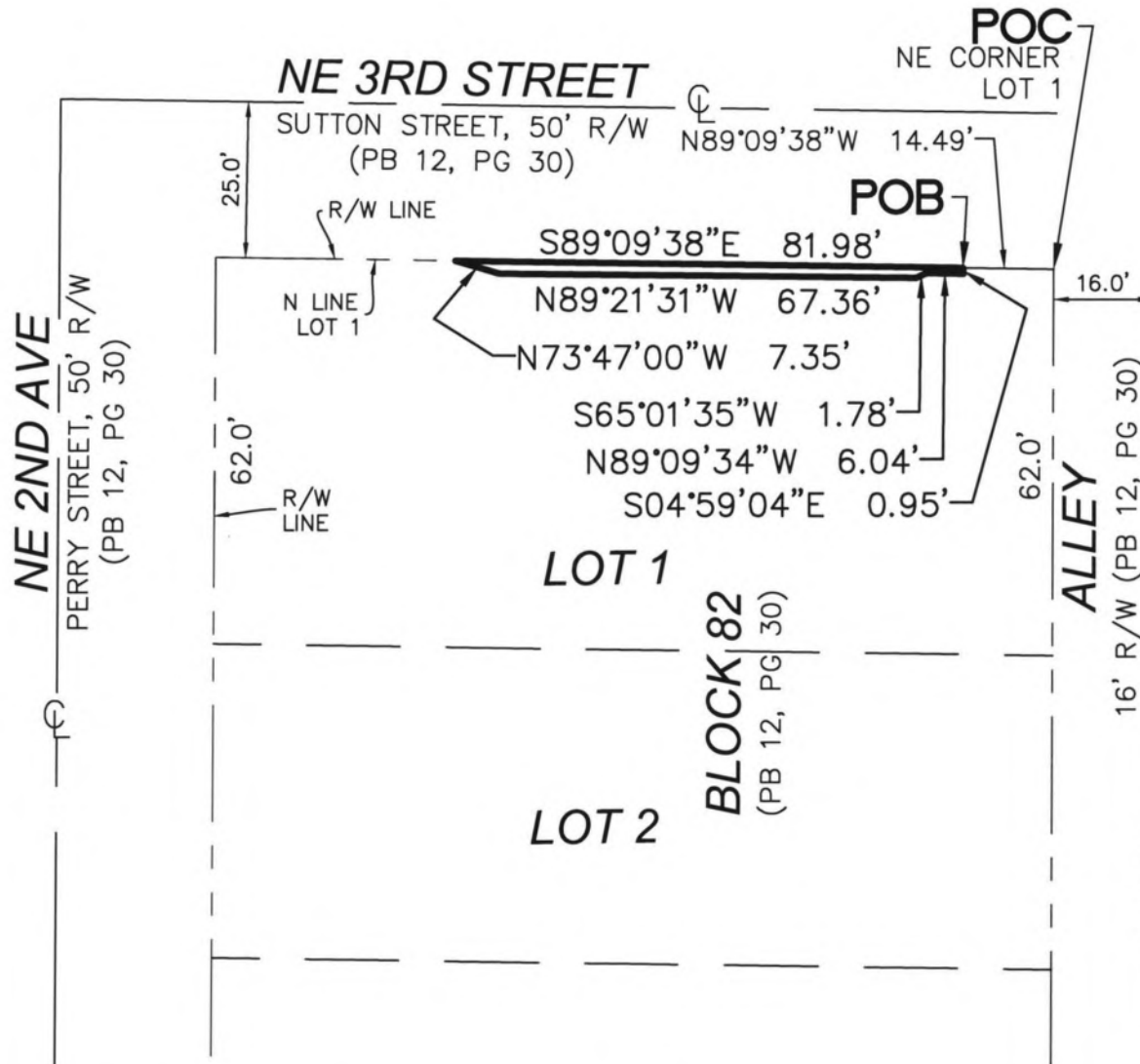
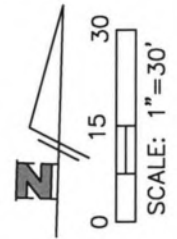
DATE: 05/05/2021

JOB NO. 20-0902

PAGE 1 OF 2

SKETCH AND LEGAL DESCRIPTION

A PORTION OF LOT 1, BLOCK 82,
SUBDIVISION OF BLOCK 82 DELRAY, FLORIDA (PLAT BOOK 12, PAGE 30)



ABBREVIATIONS LEGEND
 POC=POINT OF COMMENCEMENT
 POB=POINT OF BEGINNING
 R/W=RIGHT OF WAY
 C/L OR C =CENTERLINE
 P.B.=PLAT BOOK
 OR =OFFICIAL RECORDS BOOK
 PG =PAGE

LB =LICENSED BUSINESS
 PSM=PROFESSIONAL SURVEYOR &
 MAPPER

WrightPSM, LLC
 PROFESSIONAL SURVEYING AND MAPPING
 1248 SE 12TH AVE DEERFIELD BEACH, FL 33441
 (772) 538-1858 www.wrightpsm.com
 CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE:	1"=30'	DATE:	05/05/2021
JOB NO.	20-0902	PAGE	2 OF 2

CONSENT AND JOINDER OF MORTGAGEE

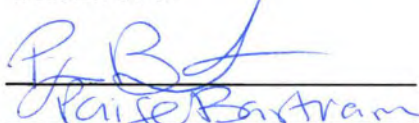
NE 2ND AVE-DELRAY LLC (Mortgagee), is the holder of that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 4, 2019, recorded in the Official Records Book 30667, at page 1308 (Instrument No. 20190208424), of the Public Records of Palm Beach County, Florida ("Mortgage"), which encumbers a portion of the following described property, in Palm Beach County, Florida, to wit:

Lots 1 through 12, Block 82, SUBDIVISION OF BLOCK 82, DELRAY BEACH, FLORIDA, according to the plat thereof, recorded in Plat Book 12, Page 30, 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 **Grove Rosebud Two, LLC**, a Florida 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 10th day of May, 2021.

WITNESS #1:


(Printed Name)


MORTGAGEE: [INSERT NAME]

By: 

(Printed Name & Title)

David Speiser
Authorized Signatory

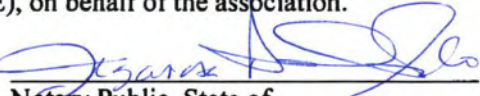
WITNESS #2:


Brad Harris

Acknowledgement

STATE OF NEW YORK
COUNTY OF NEW YORK

ACKNOWLEDGED and subscribed before me this 10 day of May, 2021, by David Speiser (NAME), as Authorized Signatory (TITLE) of NE 2nd Ave Delray LLC (MORTGAGEE), on behalf of the association.


Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

[SEAL]

JIGANASA PARIKH-SILO
Notary Public, State of New York
No. 01PA6179443
Qualified in Richmond County
Certificate on file in New York County
Expires: 03.21.24