



CITY OF DELRAY BEACH
PUBLIC WORKS DEPARTMENT



434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444 • PUBLIC WORKS DEPARTMENT: (561) 243-7000

September 27, 2021

City of Delray Beach
Property Owner

Subject: Public Right-of-Way Accessibility Improvements, Project No. 16-099



Dear Property Owner,

This letter is to inform you that the City of Delray Beach Public Works Department has the Public Right-of-Way Accessibility Improvements project that includes construction of missing sidewalk segments and correction of the existing ADA deficiencies/repairing the sidewalk that is located, in part, on your property. The project is expected to begin construction in early 2022. Since the sidewalk is located partially on your property, the City of Delray Beach needs your permission to construct the necessary improvements to the sidewalk, through an Easement Agreement signed by you, and notarized, before construction can begin.

Enclosed is a Perpetual Maintenance Sidewalk Easement Agreement for the sidewalk area on your property. This Maintenance Sidewalk Agreement is for the purpose of constructing, installing, and maintaining sidewalk, the Easement shall continue and exist in perpetuity after the completion of construction activities. Please fill in all required information, **except the date on the top page** on the Easement Agreement, sign, notarize, and return it to us for processing. If you prefer to contact the City of Delray Beach at the number below and we coordinate a time to notarize the Easement.

Note: The "Its" under Grantor is the position or title of the person who signed the form, like Owner, President, etc.

If you have questions, please do not hesitate to call me:

Denis Placide
Project Manager II
City of Delray Beach, Swinton Operation Center
434 S. Swinton Ave. Delray Beach FL. 33444
placided@mydelraybeach.com
Office # (561) 243-7346

Sincerely,

Denis Placide

Prepared and Return To:

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

PCN: 12-43-46-17-06-029-0370

Property Address: 57 SW 5TH AVE. DELRAY BEACH

PERPETUAL SIDEWALK EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this ____ day of _____, 202_, by and between
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

with a mailing address of :

20 N SWINTON AVE DELRAY BEACH FL 33444 2632

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, said Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

GRANTOR

Signature

Print Name

Signature

Print Name

By: _____

Name: _____

Its: _____

Date: _____

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 _____ (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

(SEAL)

ATTEST:

By: _____
City Clerk

GRANTEE/ CITY

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

By: _____
City Attorney

[Remainder of Page Intentionally Left Blank]

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

LEGEND:

P.B.C.R. PALM BEACH COUNTY RECORDS
LB LICENSED BUSINESS
P.B. PLAT BOOK
PG. PAGE

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
R/W RIGHT-OF-WAY
SQ. FT. SQUARE FEET
(X) LOT NUMBER

LEGAL DESCRIPTION:

THE WEST 6.00 FEET OF LOTS 37 AND 38, BLOCK 29, "RESUBDIVISION OF BLOCKS 29 & 37", AS RECORDED IN PLAT BOOK 9, PAGE 66 OF THE PALM BEACH COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 37, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 5TH AVENUE; THENCE NORTH 01°32'12" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 50.00 FEET; THENCE NORTH 89°17'32" EAST, 6.00 FEET TO A POINT ON A LINE 6.00 FEET EAST OF AND PARALLEL TO SAID EAST RIGHT-OF-WAY LINE; THENCE SOUTH 01°32'12" EAST ALONG SAID PARALLEL LINE, 50.00 FEET; THENCE SOUTH 89°17'32" WEST, 6.00 FEET TO THE POINT OF BEGINNING

SAID LANDS LYING AND BEING IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 300 SQUARE FEET, MORE OR LESS.

SURVEY NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. GRID BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT (NAD 83/11), AND ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) - REAL TIME KINEMATICS (RTK) METHODS, USING THE TRIMBLE VIRTUAL REFERENCE STATION (VRS) NETWORK AND HAVING A REFERENCE BEARING OF NORTH 01°32'12" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 5TH AVENUE.
3. THIS IS NOT A SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS PREPARED UNDER MY DIRECTION ON OCTOBER 7, 2020. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KCI TECHNOLOGIES, INC.
SURVEYORS, ENGINEERS, AND PLANNERS

BY: BENJAMIN B. HOYLE, P.S.M.
FLORIDA REGISTRATION NO. 6769

SIDEWALK EASEMENT - 57 SW 5TH AVENUE

Z:\PROJECTS\482020474_CITY OF DELRAY BEACH\00_PHASE 2_ROW ACCESSIBILITY\SURVEY\CAD\EASEMENT FILES\482020474.00-SD11.DWG

SKETCH AND DESCRIPTION

PORTION OF SECTION 17,
TOWNSHIP 46 SOUTH,
RANGE 43 EAST
CITY OF DELRAY BEACH,
PALM BEACH COUNTY, FL

DATE 10/07/2020
SCALE AS SHOWN
FIELD BK. N/A
DWG. BY SKN
CHK. BY BBH

DATE	REVISIONS



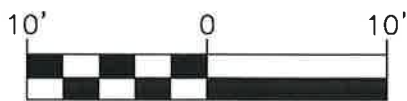
ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS

6500 N. Andrews Avenue • Fort Lauderdale, FL 33309
954.776.1616 • www.kci.com

LICENSED BUSINESS NO. 6901

SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 512020474.00L

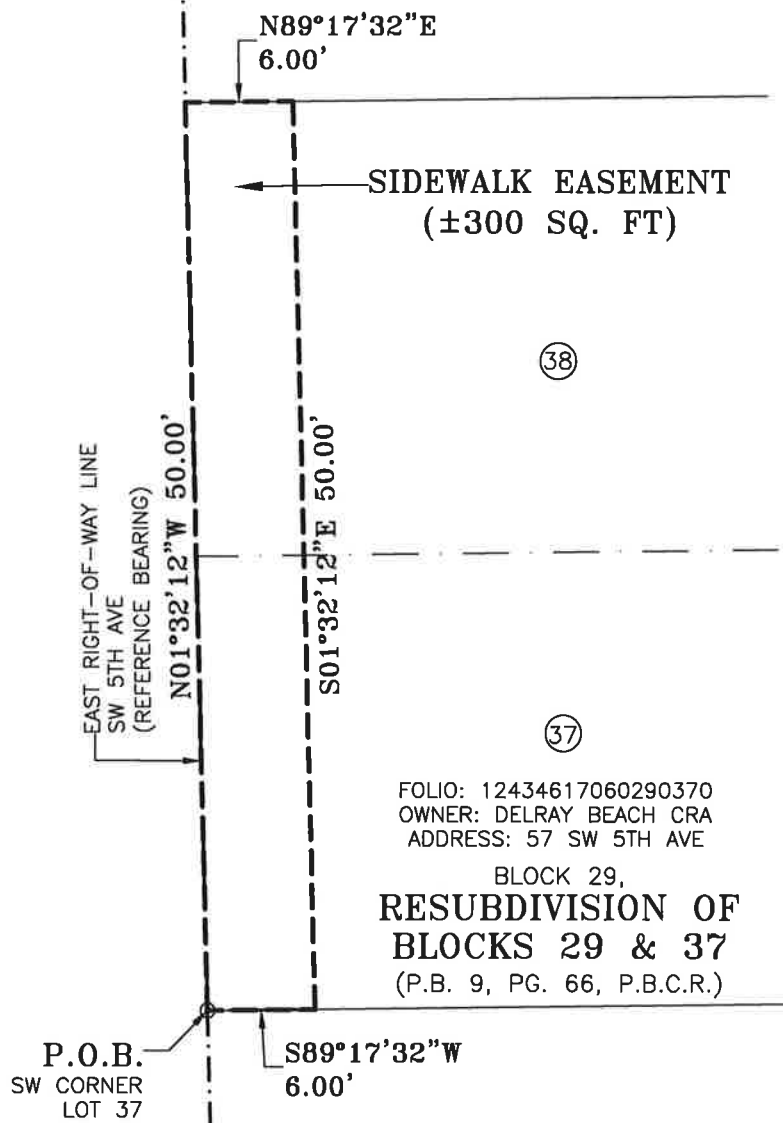
GRAPHIC SCALE



(IN FEET)



SW 5TH AVENUE



FOLIO: 12434617060290370
OWNER: DELRAY BEACH CRA
ADDRESS: 57 SW 5TH AVE

BLOCK 29,
**RESUBDIVISION OF
BLOCKS 29 & 37**
(P.B. 9, PG. 66, P.B.C.R.)

SIDEWALK EASEMENT - 57 SW 5TH AVENUE

Z:\PROJECTS\482020474_CITY_OF_DELRAY_BEACH\00_PHASE_2_ROW_ACCESSIBILITY\SURVEY\CAD\EASEMENT FILES\482020474.00-SD11.DWG

SKETCH AND DESCRIPTION

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FIELD BK. N/A

DWG. BY SKN

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DATE REVISIONS



ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS

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954.776.1616 • www.kci.com

KCI LICENSED BUSINESS NO. 6901

SHEET NO. 2 OF 2 SHEETS
PROJECT NO. 512020474.00L

Search

Search by Owner Name (Last Name first) or Address or PCN

[Print Property Summary](#)

2024 Professional Member

Property Information

Assessed and Taxable Values

Taxes

Property Detail

Municipality

57 SW 5TH AVE

DELRAY BEACH

Parcel Control Number
12-43-46-17-06-029-0370

12-43-46-17-06-029-0370

Subdivision

DELRAY BCH RESUB BLK 29 IN

Official Records Book Page

2356317108

1015

NOV-2009

Legal Description

DEL RAY BCH RESUB BLK 29 LTS 37 &
38 BLK 29

Nearby Sales Search

[Show Full Map](#)

Owner Information

Change of Address

Owner(s)

Mailing Address

DELRAY BEACH, CALIF.

20 N SWINTON AVE

DELRAY BEACH FL 33444 2632

Sales Information

Sales Date

Price

OR Book/Page

Sale Type:

Owner

NOV-2009

\$790,000

235637 01108

WARRANTY DEED

DELRAY BEACH CRA

NOTE: Sales do not generally appear in the PAPA database until approximately 1 to 3 weeks after the closing date. If a sale does not show up in this list, please allow more time for the sale record to be processed.