

Prepared by: RETURN:

Lynn Gelin, Esq.
City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, FL 33444

CORNER CLIP EASEMENT AGREEMENT

THIS INDENTURE, made this ____ day of _____, 2021, by and between **Delray Beach Community Redevelopment Agency**, with a mailing address of 20 N. Swinton Avenue, Delray Beach, Florida 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 corner clip easement ("Corner Clip Easement") to be used for adequate right-of-way for the safe movement of pedestrians in the CBD district, pursuant to Sec. 5.3.1.(D)(3) of the Land Development Regulations, with full and free right, liberty, and authority to enter upon and to maintain the surfaces across, through and upon or within the Corner Clip Easement areas as specifically identified on Exhibit "A" attached hereto.

DESCRIPTION

See Exhibit "A"

(Depicting 20'x 20' Corner Clip Easement area)

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 affect 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 Corner Clip 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 Corner Clip 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 structure nor affect any other kind of construction or improvements upon the area of the Corner Clip Easement as described in Exhibit "A" so as to keep these areas free for pedestrians and to allow for unobstructed sight triangles at these corners.

It is understood that the Grantor shall improve the 20'x20' Corner Clip Easement area to be an extension of the adjacent public sidewalk and shall match the adjacent public sidewalk in design and material and maintain the 2nd floor space above the easement area in perpetuity. Upon completion of construction of the sidewalk and building improvements, if any, by the Grantor to the required standards, the Grantor shall maintain the sidewalk and tarmac in conformance with the City's practices of maintaining public sidewalks and rights-of-way 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, the alleyway corner clip 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 and rights-of-way.

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 Corner Clip 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 FOR CORNER CLIP EASEMENT AREAS

CONSENT AND JOINDER OF MORTGAGEE

_____ (Mortgagee), is the holder of that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of _____, 202____, recorded in the Official Records Book_____, at page_____ (Instrument No. _____), 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 28 and 29, of RE-SUBDIVISION OF BLOXKS 29 AND 37, DELRAY, according to the Plat thereof, as recorded in Plat Book 9, at Page 66, of the Public Records of Palm Beach County, Florida.

The undersigned, Mortgagee, hereby consents to the foregoing Easement Agreement for the Corner Clip ("Easement Agreement") from **Delray Beach Community Redevelopment Agency** ("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 _____ day of _____, 2021.

WITNESS #1:

MORTGAGEE: [INSERT NAME]

By:_____

(Printed Name)

(Printed Name & Title)

WITNESS #2:

Acknowledgement

STATE OF _____
COUNTY OF _____

ACKNOWLEDGED and subscribed before me this _____ day of _____, 2021, by _____ (NAME), as _____ (TITLE) of _____ (MORTGAGEE), on behalf of the association.

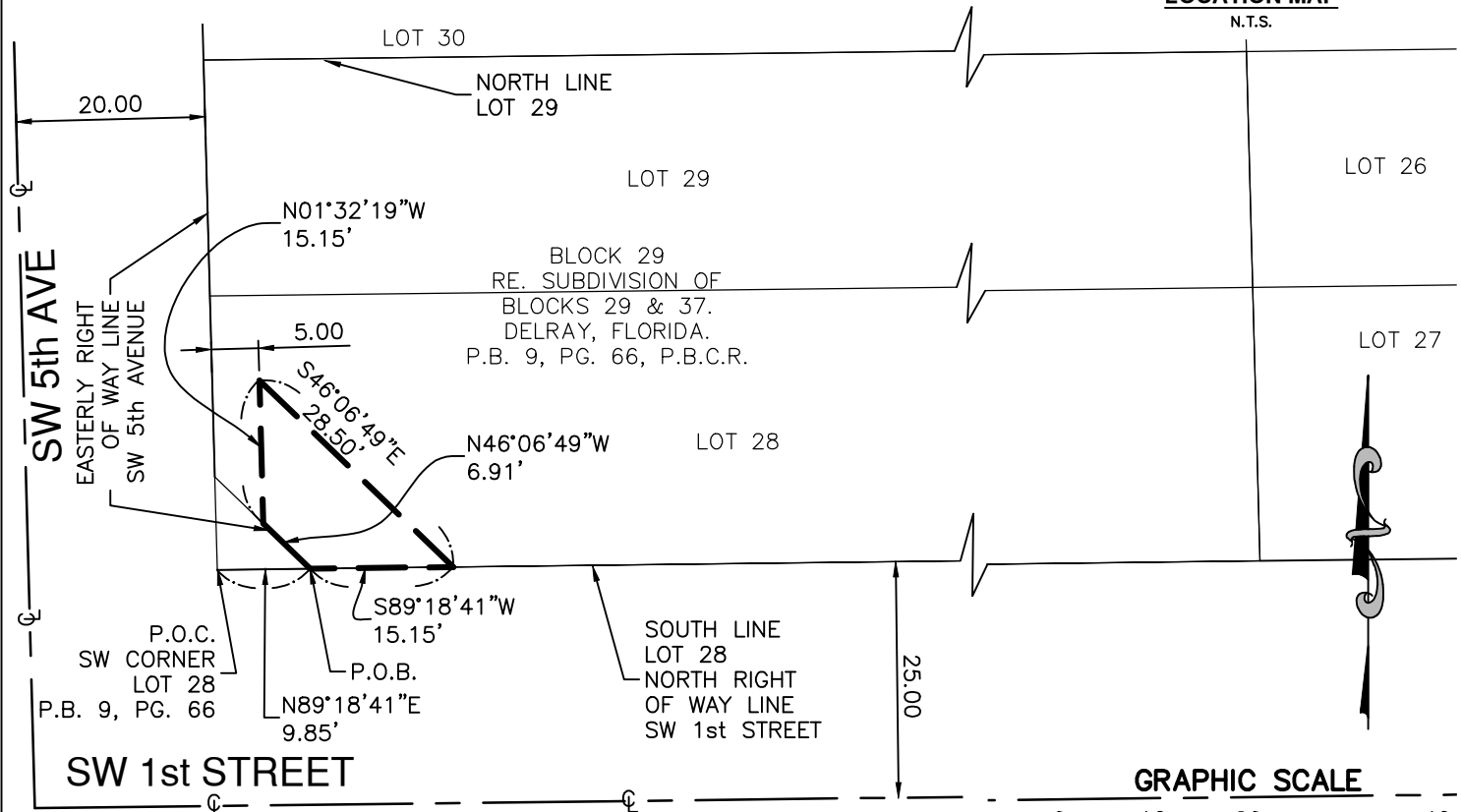
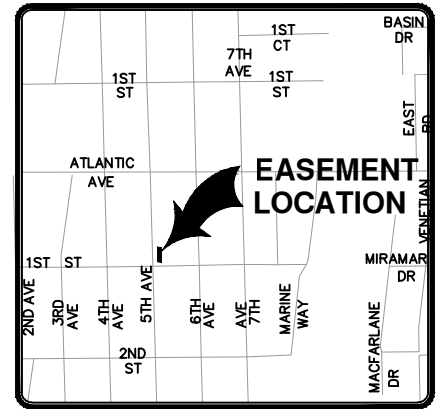
Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____ [SEAL]

DESCRIPTION:

SHEET 1 OF 1

A PORTION OF LOT 28, IN BLOCK 29, OF RE-SUBDIVISION OF BLOCKS 29 AND 37, DELRAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, AT PAGE 66, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 28; THENCE ALONG THE SOUTH LINE OF SAID LOT 28 N89°18'41"E 9.85 FEET TO THE POINT OF BEGINNING;
 THENCE ALONG THE EASTERLY BOUNDARY OF SW 5th AVENUE, NORTH 46°06'49" WEST 6.91 FEET; THENCE 5 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 28, ALSO BEING THE EASTERLY BOUNDARY OF SAID SW 5th AVENUE, NORTH 01°32'19" WEST 15.15 FEET; THENCE SOUTH 46°06'49" EAST 28.50 FEET; THENCE ALONG SAID SOUTH LINE OF SAID LOT 28, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SW 1st STREET, SOUTH 89°18'41" WEST 15.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 188 SQUARE FEET (0.004 ACRES) MORE OR LESS.



ABBREVIATIONS:

O.R.B. - OFFICIAL
RECORD BOOK
 P.B. - PLAT BOOK
 PG. - PAGE
 P.B.C.R. - PALM BEACH
COUNTY RECORDS
 ☐ - CENTERLINE

SURVEYOR'S NOTE:
 BEARING SHOW HEREON ARE
 BASED ON A BEARING OF
 N89°18'41" E ALONG THE
 SOUTH LINE OF BLOCK 29

SKETCH & DESCRIPTION

THIS SKETCH DOES NOT
 REPRESENT A BOUNDARY SURVEY

CERTIFIED TO:

DELRAY BEACH CRA

HEREBY CERTIFY THAT THIS SKETCH MEETS
 STANDARDS OF PRACTICE AS SET FORTH BY THE
 FLORIDA DEPARTMENT OF AGRICULTURE AND
 CONSUMER SERVICES OF PROFESSIONAL
 SURVEYORS AND MAPPERS IN CHAPTER 5J-17,
 FLORIDA STATUTES, PURSUANT TO
 SECTION 472.027, FLORIDA STATUTES.
 DATED THIS 28th DAY OF JULY 2021 A.D.

STATE OF

MARTIN P. ROSSI
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA REGISTRATION No. 5857
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
 RED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
 EXPIRATION DATE OF AUTHORIZATION: LB6680

MILLER LEGG

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 954-436-7000 · Fax: 954-436-8664
 www.millerlegg.com

PROJECT NO.

19-00014

FILE NO.

SD-2