

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

PCN: 12-43-46-17-06-029-0280
Address: 95 SW 5th Avenue

GENERAL UTILITY EASEMENT AGREEMENT

THIS INDENTURE, made this ____ day of _____, 2021, by and between **Delray Beach Community Redevelopment Agency**, with a mailing address of _____ (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 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:

GRANTOR

Signature

Print Name

Signature

Print Name

By: _____

Shirley Ervin Johnson

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

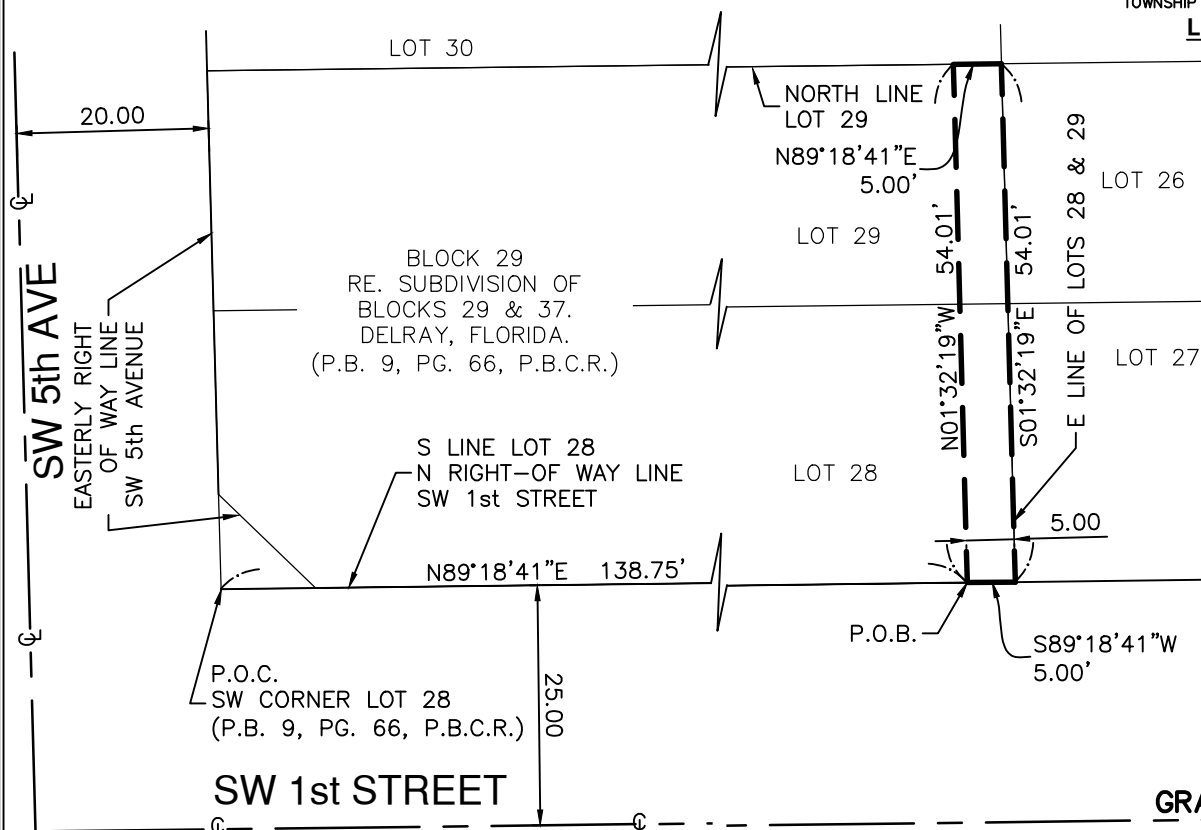
EXHIBIT A
SKETCH AND LEGAL DESCRIPTION FOR GENERAL UTILITY EASEMENT

COMMENCE AT THE SW CORNER OF SAID LOT 28; THENCE ALONG THE SOUTH LINE OF SAID LOT 28, N89°18'41"W 138.75 FEET TO THE POINT OF BEGINNING;
THENCE 5 FEET WEST AND PARALLEL WITH THE EAST LINE OF SAID LOTS 28 & 29,
NORTH 01°32'19" WEST 54.01 FEET; THENCE ALONG THE NORTH LINE OF SAID LOT 29,
NORTH 89°18'41" EAST 5.00 FEET; THENCE ALONG THE EAST LINE OF SAID LOTS 29 &
28, SOUTH 01°32'19" EAST 54.01 FEET; THENCE ALONG SAID SOUTH LINE OF SAID LOT
29, SOUTH 89°18'41" WEST 5.00 FEET TO THE POINT OF BEGINNING.

A map of the area around the intersection of Atlantic Ave and 5th Ave. The map shows a grid of streets. Atlantic Ave runs vertically. 1st St, 2nd St, 3rd Ave, 4th Ave, 5th Ave, 6th Ave, 7th Ave, and Marine Way run horizontally. East Dr, Basin Dr, and MacFarlane Dr run vertically on the right side. A large black arrow points to the intersection of Atlantic Ave and 5th Ave, which is labeled "EASEMENT LOCATION".

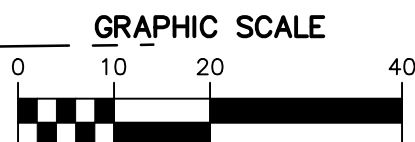
LOCATION MAP

N.T.S.



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

SURVEYOR'S NOTE:
BEARING SHOW HEREON ARE BASED
ON A BEARING OF N89°18'41" E
ALONG THE SOUTH LINE OF BLOCK
29 (P.B. 9, PG. 66, P.B.C.R.)



(IN FEET)
1 INCH = 20 FEET

SKETCH & DESCRIPTION

THIS SKETCH DOES NOT
REPRESENT A BOUNDARY SURVEY

[illegible]

CERTIFIED TO:

DELRAY BEACH CRA

I 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 ADMINISTRATIVE CODE PURSUANT TO
 SECTION 472.027, FLORIDA STATUTES.
 DATED THIS 11th DAY OF OCTOBER 2021 A.D.

STATE OF MARTIN ROSSI

PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No. 5857
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
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
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DRAWN BY:	LP	CHECKED BY:	MR
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PROJECT NO.
19-00014

FILE NO.
SD-1