

Prepared by and when recorded return to:
Thomas J. Wilkes
GrayRobinson, P.A.
301 East Pine St., Suite 1400
Orlando, Florida 32801

(Space above this line reserved for recording office use only)

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2025, by and between **Robert P. Walenga** (the “**Owner**”), whose address is 8467 W. Cannonsville Rd, Lakeview, MI 48850, and the **Town of Howey-in-the-Hills** (the “**Town**”), a Florida municipal corporation, with a post office address of 101 N. Palm Ave, Howey-in-the-Hills, Florida 34737 (Owner and Town are each referred to as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Owner is the fee simple owner of certain real property within the town limits of the Town of Howey-in-the-Hills, Florida, located on North Citrus Avenue (“Citrus”), such property identified currently by the Lake County Property Appraiser as Parcel No. 25-20-25-0200-A06-00400, Alternate Key No. 1439281, and more specifically described as Lot 4, Block A-6 of Griffin Village, according to the plat thereof recorded in the Public Records of Lake County, Florida, at Book 12, Page 27 (“Owner’s Property”);

WHEREAS, Citrus is a Town right-of-way with road pavement that currently lies or may lie on the northwestern portion of Owner’s Property;

WHEREAS, the Town is willing to realign and reposition the pavement of Citrus westward so that the pavement is off of and away from the Owner’s Property;

WHEREAS, the Town desires to obtain from Owner in return a right of way over, across, and through the portion of the Owner’s Property described in the form of the Right-of-Way Deed attached hereto as **Exhibit “A”** (the “Right-of-Way Area”);

WHEREAS, the Owner is willing to grant to the Town a Right-of-Way Deed in the form attached hereto as Exhibit A and to obtain the execution of a partial release of mortgage in the form attached hereto as **Exhibit “B”**;

WHEREAS, in consideration for the Owner’s willingness to grant the Right-of-Way Deed, the Town is willing to:

- a. remove all Citrus pavement, if any, from the Owner’s Property;
- b. realign the pavement westward off of and/or away from the Owner’s Property;
- c. restore Owner’s Property by replacing all sod and other plants removed or damaged during the realignment of the Citrus pavement; and
- d. extend the paved driveway on the Owner’s Property to the realigned Citrus pavement.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. The Recitals set forth herein are true and correct and are hereby incorporated into the terms of this Agreement.

2. The Town's Obligations.

A. The Town will, at its sole cost and expense, remove the existing Citrus pavement from Owner's Property and realign such pavement westward, away from and off of Owner's Property.

B. The Town will, at its sole cost and expense, restore the surface of all disturbed areas on the Owner's Property to its original condition as near as is reasonably practicable, and replace all sod to such disturbed areas, the damage or disturbance to which shall have been occasioned by the removal and realignment of the Citrus pavement.

C. The Town will, at its sole cost and expense, extend the paved driveway on Owner's Property to the pavement of Citrus as realigned.

D. The Town will give the Town's contractor a Notice to Proceed within 180 days of this Agreement's effective date.

E. The Town and its contractors will carry out the work in a timely, workman-like manner.

F. The Town will deliver to the Owner a Notice of Completion upon fulfillment of all the Town's obligations in this Section 2.

3. Grant of Right-of-Way Deed; Release of Mortgage; Construction Easement. For and in consideration of the sum of One Thousand Four Hundred Fifty-Five Dollars (\$1,455.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

A. Owner shall dedicate, grant and convey to Town, its successors and assigns, a right-of-way over, across and through the Right-of-Way Area for the purpose of vehicular and pedestrian ingress, egress and access to and from the public road, North Citrus Avenue, that is contiguous or proximate to the Right-of-Way Area. Owner agrees to convey such right-of-way, free of all liens and encumbrances, by Right-of-Way Deed in the form and substance contained in Exhibit A to this Agreement no later than 10 business days after receipt of Town's Notice of Completion.

B. Owner shall cause a release of mortgage to be executed in the form and substance contained in Exhibit B to this Agreement.

C. Owner hereby grants a temporary easement to Town and its contractors and subcontractors to use the westernmost 20 feet of the Owner's Property for purposes of removal of pavement, replacement of pavement, restoration of property, extension of driveway, and other

activities necessary or useful to the Town's obligations under this Agreement. The easement expires 30 days after delivery to the Owner of the Town's Notice of Completion.

4. Indemnification. To the extent permitted by Florida law, Town agrees to indemnify, defend, and hold Owner harmless against all damages, claims, liabilities, losses, and other expenses (including, but not limited to, reasonable attorneys' fees and costs), which Owner may incur by reason of Town's negligence or willful misconduct under this Agreement. If the Town fails to indemnify and defend a covered claim, then Owner may defend such claim, and in such case, Town must reimburse Owner for all of Owner's associated costs and expenses. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the Town as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to the Town pursuant to the law.

5. Recording. Owner acknowledges and agrees that the Town will record this Agreement, the Right-of-Way Deed, and the Release of Mortgage in the Public Records of Lake County, Florida. All costs associated with the recording shall be at the Town's sole expense.

6. Amendments. Any amendments to this Agreement shall not be binding upon the Parties unless such amendment is in writing and signed by the Parties. A material amendment is binding against the Town only if approved by its Town Council.

7. Severability. In the event that any condition, covenant, or other provision of this Agreement is held to be to be invalid or void by any court of competent jurisdiction, it shall be deemed severable and shall in no way affect any other condition, covenant, or other provision of this Agreement.

8. Ambiguities. The Parties have agreed freely in negotiation and preparation of this Agreement. Both Parties have had an opportunity to revise the Agreement before execution. Any ambiguities in this Agreement shall not be construed more strictly against any one of the Parties.

9. Integrated Agreement. The Parties agree that this written Agreement constitutes the entire agreement between them regarding the subject matter described herein and that neither Party is relying upon any other representation or statement, whether oral or in writing, that is not otherwise identified herein.

10. Choice of Law; Venue. This Agreement is made and entered into in the State of Florida, and shall be interpreted, enforced, and governed by and under the laws of Florida. If a Party is required to enforce the terms of this Agreement, venue shall be exclusively in the circuit court for the Fifth Judicial Circuit in and for Lake County, Florida.

11. Attorneys' Fees. Except as provided herein, if any proceeding is brought for enforcement, interpretation, and/or modification of this Agreement, each Party shall bear their own attorneys' fees in that proceeding.

12. Binding Upon Successors. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, and assigns.

13. Termination. This Agreement may only be terminated upon the agreement of the Parties. A default by the Owner or the Town in the terms of this Agreement shall not result in a termination or suspension of this Agreement or the right-of-way dedicated hereby.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

Signed, sealed and delivered in the presence of the following witnesses:

OWNER

Witness Name: _____
Address: _____

Robert P. Walenga

Witness Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by Robert P. Walenga. He is personally known to me, or has produced _____ as identification.

Notary Public Signature
Print Notary Name: _____
My commission expires: _____

Signed, sealed and delivered in the presence of the following witnesses:

“TOWN”

TOWN OF HOWEY-IN-THE-HILLS,
FLORIDA

By: its Town Council

Witness Name: _____
Address: _____

Hon. Graham Wells, Mayor

Witness Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF LAKE

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by Graham Wells, the Mayor of the Town of Howey-in-the-Hills, Florida. He is personally known to me, or has produced _____ as identification.

Notary Public Signature
Print Notary Name: _____
My commission expires: _____

EXHIBIT "A"

RIGHT-OF-WAY DEED

This Right-of-Way Deed is made this ____ day of _____, 2025, by **Robert P. Walenga** ("Grantor"), whose address is 1002 North Citrus Avenue, Howey-in-the-Hills, Florida 34737, and the **Town of Howey-in-the-Hills** ("Grantee"), a Florida municipal corporation, with a post office address of 101 North Palm Avenue, Howey-in-the-Hills, Florida 34737, as follows.

WITNESSETH, that Grantor, for and in consideration of the acknowledged receipt of One Thousand Four Hundred Fifty-Five Dollars (\$1,455.00) paid by Grantee, does hereby dedicate, convey, release and quitclaim unto the Grantee, to have and to hold for the public use forever as a right-of-way, all the right, title, interest, claim and demand which Grantor has in and to the following described parcel of land lying in the County of Lake, State of Florida, to wit:

A PORTION OF LOT 4, BLOCK A-6, OF "GRIFFIN VILLAGE", RECORDED IN PLAT BOOK 12, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA LYING WITHIN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 4, BLOCK A-6; THENCE NORTH 19°17'00" EAST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 39.83 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE, CONTINUE NORTH 19°17'00" EAST, A DISTANCE OF 66.11 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE NORTH 89°38'00" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 12.82 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 08°12'26" WEST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 63.13 FEET TO THE POINT OF BEGINNING. CONTAINING 400.89 SQUARE FEET, MORE OR LESS.

A PORTION OF:

Lot 4 of Block A-6 of Griffin Village, the plat of which is recorded in Plat Book 12, Page 27 of the Public Records of Lake County, Florida.
Property Identification Number: 25-20-25-0200-A06-00400
Alternate Key Number: 1439281

Grantee, by accepting this dedication, obligates itself to forever preserve and use the above-described parcel of land for the purpose listed above, and no other.

[Remainder of Page Intentionally Left Blank]

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

Robert P. Walenga

Signed in the presence of:

Witness Signature

Witness Signature

Witness Printed Name

Witness Printed Name

Witness Address

Witness Address

Address

Address

Address

Address

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by Robert P. Walenga, who is personally known to me, or produced _____ as identification.

My Commission Expires:

Notary Public - State of _____
Print Name: _____

EXHIBIT "B"

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **Robert P. Walenga**, whose address is 1002 North Citrus Avenue, Howey-in-the-Hills, Florida 34737 ("**Mortgagor**"), by Indenture of Mortgage bearing date the ___ day of _____, 2025, and recorded in the Public Records of Lake County, Florida, in Official Records Book *, Page *, mortgaged unto and assigns ("**Mortgagee**"), the premises therein particularly described, to secure the payment of the \$_____, with interest as therein mentioned.

AND WHEREAS, the Mortgagor has requested Mortgagee to release the premises hereinafter described, being part of said mortgaged premises, from the lien and operation of the Mortgage.

NOW THEREFORE, KNOW YE, that Mortgagee, in consideration of the premises and of the sum of Ten Dollars (\$10.00), to it paid by Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, does remise, release, quit-claim, exonerate and discharge from the lien and operation of said Mortgage unto Mortgagor, its heirs and assigns, all that piece, parcel or tract of land, being a part of the premises conveyed by said Mortgage, to wit:

A PORTION OF LOT 4, BLOCK A-6, OF "GRIFFIN VILLAGE", RECORDED IN PLAT BOOK 12, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA LYING WITHIN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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A PORTION OF:

Lot 4 of Block A-6 of Griffin Village, the plat of which is recorded in Plat Book 12, Page 27 of the Public Records of Lake County, Florida.

Property Identification Number: 25-20-25-0200-A06-00400

Alternate Key Number: 1439281

TO HAVE AND TO HOLD the same, with the appurtenances, unto Mortgagor, its heirs and assigns forever, freed, exonerated and discharged of and from the lien of said Mortgage, and every part thereof; provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises, not hereby released therefrom, or any of the rights and remedies of the holder thereof.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in its name, and its corporate seal to be affixed, by its proper officers thereunto duly authorized, this ____ day of _____, 2025.

Mortgagee: _____

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by _____, who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature

Print Notary Name: _____

My commission expires: _____