

Prepared by and return to:

Leonard G. Rubin, Esquire
Torcivia, Donlon, Goddeau and Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made by and between the **Mercury Beach, LLC**, a Florida limited liability company, 300 Mercury Road, Apartment 1, Juno Beach, FL 33408 (“Grantor”), and the **Town of Juno Beach**, a Florida municipal corporation, 340 Ocean Drive, Juno Beach, FL 33408 (“Grantee”).

W I T N E S S E T H:

WHEREAS, Grantor is the owner of a parcel of real property located at 350 Celestial Way within the Town of Juno Beach, legally described as Lot 1, Juno Beach Shopping Center, according to the Plat thereof recorded in Plat Book 24, Page 83 of the public records of Palm Beach County, Florida (“Property”); and

WHEREAS, Grantee is constructing a drainage improvement project on Celestial Way (“Project”) to address long-standing drainage issues, and the Project includes the installation of permeable paver bricks at the intersection of Celestial Way and Mercury Road (“Paver Area”); and

WHEREAS, a portion of the Paver Area is located on the Property, and Grantee has requested an easement over this portion of the Property for the installation and maintenance of the permeable paver bricks; and

WHEREAS, Grantee is willing to grant such an easement subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the payment of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Grantor and Grantee agree as follows:

1. Grantor grants and conveys to Grantee, its agents, employees and contractors, a perpetual, non-exclusive easement for the installation and maintenance of permeable paver bricks over the portion of the Property depicted on page six of the Site Development Plans for the Project, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (“Easement Area”). Grantee shall have full access rights to the Easement Area for the purpose of performing such installation and maintenance activities.

2. Absent emergency circumstances, Grantee shall not perform any maintenance, repair and/or reconstruction activities within the Easement Area without first obtaining the consent of Grantor, such consent not to be unreasonably withheld. After any such maintenance, repair and/or reconstruction activity, Grantee shall restore the Easement Area and surrounding property to an equal or better condition.

3. Grantor shall not have any responsibility for maintenance activities within the Easement Area. All such maintenance shall be performed at Grantee's sole cost and expense.

4. Except to the extent caused by the negligent or intentional acts or omissions of Grantor or any person retained by or acting on behalf of Grantor, Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, managers, members, agents and assigns, harmless from and against any and all claims, damages, causes of action, losses or liabilities, including reasonable attorney's fees and costs, arising out of or relating to Grantee's installation and maintenance of the paver bricks in the Easement Area. Nothing set forth herein shall constitute a waiver of Grantee's sovereign immunity protections or the limitations of liability set forth in Section 768.28, Florida Statutes nor shall it create a cause of action in favor of any third party.

5. Grantee shall ensure that any contractor performing work in the Easement Area carries both statutorily required worker's compensation insurance and appropriate liability insurance and that Grantor is added to the contractor's liability policy as a named insured prior to the contractor commencing such activities.

6. Grantor and Grantee affirm that the persons executing this Agreement have the lawful authority to execute this Agreement and bind Grantor and Grantee.

7. This Agreement shall be governed by the laws of the State of Florida, with venue lying exclusively in the state and federal courts of Palm Beach County, Florida.

8. If litigation is instituted by either party to this Agreement for purposes of seeking interpretation or enforcement of any provision of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, at the trial and appellate levels.

9. This Agreement may not be amended, modified, or terminated except by way of written agreement signed by Grantor and Grantee and recorded in the public records of Palm Beach County, Florida. No breach of any provision of this Agreement shall entitle any current or future property owner to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies available to any party on account of such breach.

[Remainder of page blank – signatures on next page]

GRANTOR:

Witnessed by:

MERCURY BEACH, LLC

Print Name:
Address:

By: _____
Name: _____
Title: _____

Print Name:
Address:

Date: _____

State of Florida)
County of Palm Beach)ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____ as _____ of Mercury Beach, LLC who is personally known to me or produced _____ as identification.

My commission expires:

Notary Public
Print Name:

[Seal]

GRANTEE:

TOWN OF JUNO BEACH, FLORIDA

Attest:

By: _____
Peggy Wheeler, Mayor

Town Clerk

State of Florida)
County of Palm Beach)ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Peggy Wheeler as Mayor of the Town of Juno Beach who is personally known to me or produced _____ as identification.

My commission expires:

Notary Public
Print Name: