

Prepared by and return to:
Elizabeth V. Lenihan, Esq.
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

EXHIBIT "B"

ROADWAY/DRAINAGE/UTILITY EASEMENT AGREEMENT

THIS GRANT OF A ROADWAY/DRAINAGE/UTILITY EASEMENT ("Easement") is made and entered into this ____ day of _____, 2024, by and between (NAME) and (NAME), husband and wife, with a mailing address of (NUMBER) A Road, Loxahatchee, Florida, 33470, hereinafter referred to as the "GRANTOR", and the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the "GRANTEE," with a mailing address of 155 F Road, Loxahatchee Groves, FL 33470.

W I T N E S S E T H:

THAT, the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the GRANTEE and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its agents, successors and assigns, perpetual roadway/drainage/utility easement over, under and across that certain real property owned by the GRANTOR which is described in **Exhibit "A"** attached hereto ("Easement Property") and incorporated herein.

The GRANTOR represents and warrants to the GRANTEE that GRANTOR is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property and that it has good and lawful right to grant this Easement. The GRANTOR hereby grants this Easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This Easement shall permit the GRANTEE, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, remove, relocate, repair, replace and improve the roadway/drainage/utility improvements therein. The GRANTOR, or its successors or assigns, shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the GRANTEE under this Easement.

The GRANTEE shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the GRANTEE's use of the Easement Property as permitted hereby. The GRANTEE shall use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided. The GRANTEE acknowledges that the existing fence and landscaping are not an

obstruction and will not be removed by the GRANTEE; however, new and replacement fencing and landscaping must be placed outside the Easement Property.

This Easement shall continue unless or until GRANTEE terminates its rights herein provided by written notice to the GRANTOR, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grant to the GRANTEE, its successors and assigns the exclusive right to use the Easement Property above, on and below its surface.

This Easement shall run with the land and shall be binding upon the GRANTOR, all parties entitled to use or possession of the Easement Property by or through the GRANTOR, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement on the day and year first above written.

WITNESSES:

GRANTOR:

By: _____

Witness name: _____

NAME

Witness address: _____

By: _____

Witness name: _____

NAME

Witness address: _____

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by NAME and NAME, who are [] personally known to me or [] produced _____ as identification.

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)

GRANTEE ACCEPTANCE:

TOWN OF LOXAHATCHEE GROVES

ATTEST:

By: _____
Anita Kane, Mayor

Town Clerk

Approved as to form
and legal sufficiency

By: _____
Date: _____

Exhibit "A"

Description of Easement

The West 25 feet of the of the LEGAL DESCRIPTION OF THE PROPERTY of Tract ____, Block A, Loxahatchee Groves, according to the plat thereof as recorded in Plat Book 12, Page 29, Public Records of Palm Beach County, Florida.

A portion of Property Control Number: 41-41-43-17-01-10x-xxxx