

PREPARED BY:
Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407

RETURN TO:
TOWN OF LOXAHATCHEE GROVES
155 F Road
Loxahatchee Groves, FL 33470

Property Appraisers Parcel
Identification (Folio) Number(s): 41-41-43-17-01-533-0020

_____ [space above this line for recording data.] _____

PERMIT AUTHORIZATION AGREEMENT

THIS PERMIT AUTHORIZATION AGREEMENT ("Agreement") is dated this _____ day of December, 2024, by and between the TOWN OF LOXAHATCHEE GROVES and LOXAHATCHEE GROVES WATER CONTROL DISTRICT (the "Issuers") and KRISTIAN STRONG and KIMBERLY STRONG (the "Permittee") who are the owners of the property located at 1201 F Road, Loxahatchee Groves, Florida 33470 (the "Property").

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Permit authorization.** Subject to the terms and conditions of this Agreement, the Issuers authorize the Town of Loxahatchee Groves ("Town") to issue to Permittee permits to place asphalt over a culvert bridge across the F Road Canal, over a portion of 12th Place North, and over a portion of the Property upon which the Permittee intends to grant Issuers a Roadway, Drainage and Utility Easement, said permit to be in the form attached hereto as Exhibit A ("Permit").

2. **Title to property.** Permittee warrants and represents that they have fee simple title to the Property, which is more particularly described in the attached Exhibit B.

3. **Grant of Easement.** The Permittee has offered to give the Town of Loxahatchee Groves an easement for roadway, drainage and utility purposes. The easement is attached hereto as Exhibit C. If the easement is accepted by the Town, the Town will have the right but not the obligation to maintain the easement area including

the portion of the easement area that is being paved by Permittee pursuant the Permit to be issued. The Permittee understands that the paving within paved area within the easement may be removed by the Issuers at their sole discretion and the level of maintenance within the easement area is within the discretion of the Issuers. If the easement is not accepted by the Town, the maintenance of the easement area including the paved portion of the easement rests with Permittee.

4. **Compliance with permit and applicable laws.** Permittee agrees to abide by all of the terms and conditions of this Agreement and the Permit, including any representations made on the Permit application. Permittee acknowledges that the Permit does not convey any property rights or any right or privileges other than those specified therein.

5. **Standards for overlay.** Permittee will be required to place the asphalt over the permitted areas in accordance with standards set forth in Permit. Permittee will provide Issuers with as-built drawings and survey information sufficient for the Issuers to determine the work is in conformance with the specifications of the Permit. If the asphalt overlay is not acceptable to Issuers, Permittee at their sole expense will have to remove the asphalt and return the culvert bridge, roadway and easement area to the condition those areas existed in prior to the asphalt project beginning.

6. **Maintenance duties.** The culvert bridge and roadway shall remain the property of Issuers, who shall be solely responsible for maintaining the culvert bridge, roadway and easement area after the asphalt has been accepted. Should the issuers for any reason decide that maintenance of the asphalt overlay is not in their best interest, the issuers may remove the asphalt at the issuers' cost and maintain the roadway and culvert bridge in accordance with standards as determined solely by Issuers.

7. **Noninterference.** In placing the asphalt overlay, Permittee shall not interfere with the construction, alteration, maintenance or operation of the works of the Issuers and Permittee shall be responsible for any costs and fees incurred by the Issuers resulting from any such interference.

8. **Indemnification; sovereign immunity.** Permittee shall indemnify, defend, and hold harmless the Issuers and their District Board of Supervisors, Town Council and their respective officers, agents and employees from and against any and all liability on account of any causes of action, claims, losses, damages (including but not limited to consequential, punitive, special, exemplary, and indirect), debts, expenses, costs, or legal fees (including but not limited to attorneys' fees through trial and all appeals) that might arise out of, or result from the ownership, placement, maintenance or operation of the Culvert, the breach of this Agreement, the violation of any applicable law, ordinance, permit, rule or regulation, and/or negligence, reckless conduct or intentional conduct, whether caused by the Permittee or a third-party. Nothing contained herein is intended

nor shall it be construed to waive the District or the Town's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time, not as consent by the District or Town to be sued. Notwithstanding any other provision of this Agreement, the District and the Town shall not be liable or responsible to the Permittee or other person or entity under this Agreement beyond the monetary limits and amounts specified in section 768.28, Florida Statutes, regardless of whether said liability be based in tort, contract, indemnity, or otherwise.

9. **Insurance.** Permittee or Permittee's Contractor will supply Issuers with insurance naming Issuers as additional insured on their Automobile and General Liability Insurance policies with the following limits covering the period of time in which the permitted work on the roadway and culvert bridge is ongoing.

- A. Commercial general liability, including public and contractual liability insurance with combined single limits in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.
- B. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.

10. **Notices.** All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the District or the Owner have a change of address, the other party shall immediately be notified in writing of such change in accordance with the procedures herein, provided, however, that each address for notice must include a street address and not merely a post office box. Notices shall be addressed to the appropriate party as follows:

If to the Issuers:

Loxahatchee Groves Water Control District
c/o Town Manager, Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

If to the Permittee:

Kristian Strong
1201 F Road
Loxahatchee Groves, FL 33470

11. **Enforcement Costs/Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

12. **Applicable law and venue; waiver of jury trial; remedies.** In the event of any litigation regarding the Permit or this Agreement, the parties agree that venue thereof shall be had only in the courts of Palm Beach County, Florida. The terms and provisions of this Agreement and the Permit shall be construed and interpreted according to the laws of the State of Florida. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The Issuers shall not be liable to the Permittee for any special, incidental or consequential damages of any kind whether or not caused by the Issuers' negligence even if the parties have been advised of the possibility of such damages.

13. **Agreement runs with the land.** The rights and obligations contained herein shall be binding upon the respective parties and their successors and assigns, provided, however, that the rights and obligations of the Permittee shall not be separated from, and shall run with, ownership of the property described in the attached Exhibit B. The parties agree that a copy of this Agreement shall be recorded in the Public Records of Palm Beach County, Florida and shall run with the land.

14. **Survival; waiver; severability; preparation.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination. Failure of a party to enforce or exercise any right under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right at any time thereafter. If any term or provisions of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision shall be deemed valid and enforceable to the extent permitted by law. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

15. **Entire agreement; counterparts.** The Issuers and the Permittee agree that this Agreement sets forth the entire agreement between the parties, and that there

are no promises or understandings other than those stated herein. None of the provisions, terms, or conditions contained herein may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument. The parties agree to accept the execution of this Agreement by electronic means (e.g., email, facsimile, etc.) and shall accept the same as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first above written.

WITNESSES:

PERMITTEE:

(1) [Signature]
Print Name: Richard Gullert
Address: 155 F Rd
Loxahatchee Groves, Florida 33470

(2) [Signature]
Print Name: William Garcia
Address: 155 F Rd.
Loxahatchee Groves, FL 33470

By: [Signature]
KRISTIAN STRONG

By: [Signature]
KIMBERLY STRONG

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged and subscribed before me by means of 1 physical presence or online notarization this 20 day of December, 2024, by Kristian Strong and Kimberly Strong, who are personally known to me or have provided FL DL (type of identification) as identification and did not take an oath.

[Signature]
Print Name: Lexi Collegio
Notary Public

(NOTARY SEAL)

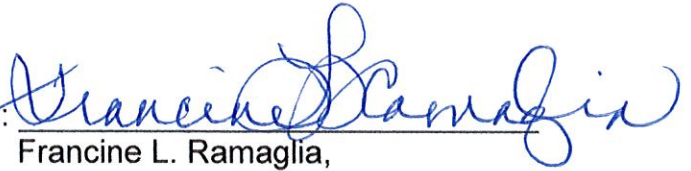
My commission Expires:



ATTEST:

ISSUERS:
LOXAHATCHEE GROVES WATER
CONTROL DISTRICT & TOWN OF
LOXAHATCHEE GROVES

District Clerk

By: 
Francine L. Ramaglia,
Town Manager and District Administrator

Office of the District Attorney

EXHIBIT A
Permit

EXHIBIT B
Property Description

The North 1/2 of the East 1/2 of Tract 33, Block E, Loxahatchee Groves, according to the plat thereof as recorded in Plat Book 12, Page 29, Public Records of Palm Beach County, Florida.

Property Control Number: 41-41-43-17-01-533-0020

EXHIBIT C
Proposed Easement

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

ROADWAY/DRAINAGE/UTILITY EASEMENT AGREEMENT

THIS GRANT OF A ROADWAY/DRAINAGE/UTILITY EASEMENT (“Easement”) is made and entered into this ____ day of December, 2024, by and between **Kristian Strong and Kimberly Strong**, husband and wife, with a mailing address of 1201 F 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.

WITNESSETH:

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: [Signature]

[Signature]

Witness name: Richard G. Tart

Kristian Strong

Witness address: 155 FRd

By: [Signature]

[Signature]

Witness name: William Garcia

Kimberly Strong

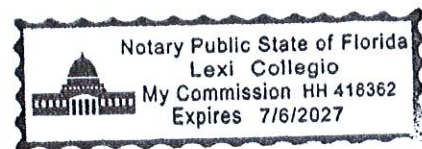
Witness address: 155 F rd.

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged and subscribed before me by means of physical presence or online notarization, this 20 day of December, 2024, by Kristian Strong and Kimberly Strong, who are personally known to me or produced FL DL as identification.

[Signature]
(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
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3**

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF THE EAST 1/2 OF TRACT 33, BLOCK "E" OF THE PLAT LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS SITUATE IN SECTION 28, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 33, BLOCK "E"; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID TRACT S02°16'03"W A DISTANCE OF 337.57 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTH 1/2 OF SAID TRACT; THENCE ALONG SAID SOUTHERLY LINE N89°12'53"W A DISTANCE OF 20.01 FEET TO A POINT ON A LINE 20 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID TRACT; THENCE ALONG SAID PARALLEL LINE N02°16'03"E A DISTANCE OF 287.55 FEET; THENCE LEAVING SAID PARALLEL LINE N89°12'53"W A DISTANCE OF 10.00 FEET TO A POINT ON A LINE 30 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID TRACT; THENCE ALONG SAID PARALLEL LINE N02°16'03"E A DISTANCE OF 50.02 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT, THENCE ALONG SAID NORTHERLY LINE S89°12'53"E A DISTANCE OF 30.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,252 SQUARE FEET (0.166 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 12, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

**Jennifer
Malin**

Digitally signed by
Jennifer Malin
Date: 2024.12.12
15:20:43 -05'00'

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

1201 F ROAD EASEMENT

SCALE: N/A

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 12-12-2024



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK #

SHEET:

1 / 3

JOB #

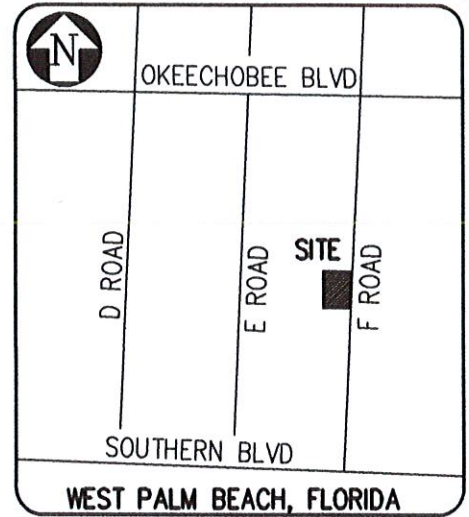
FLORIDA R.L.S.
#

22138.131

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3

LEGEND

- PB PLAT BOOK
- PG PAGE
- R/W RIGHT-OF-WAY
- PCN PARCEL CONTROL NUMBER
- ORB OFFICIAL RECORDS BOOK
- POB POINT OF BEGINNING
- ⊙ CENTERLINE



WEST PALM BEACH, FLORIDA

LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
 2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
 3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
 4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N02°11'51"E ALONG A LINE BETWEEN PALM BEACH COUNTY CONTROL POINTS "OKEE 9-A" AND "OKEE 9-1" AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
 5. DISTANCES SHOWN HEREON ARE GRID DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
 6. THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
 7. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR, FLORIDA EAST ZONE 901, USING THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT (NAD 83-90).
- SCALE FACTOR: 1.000007062
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

FDR:

1201 F ROAD EASEMENT

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	12-12-2024



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
 PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

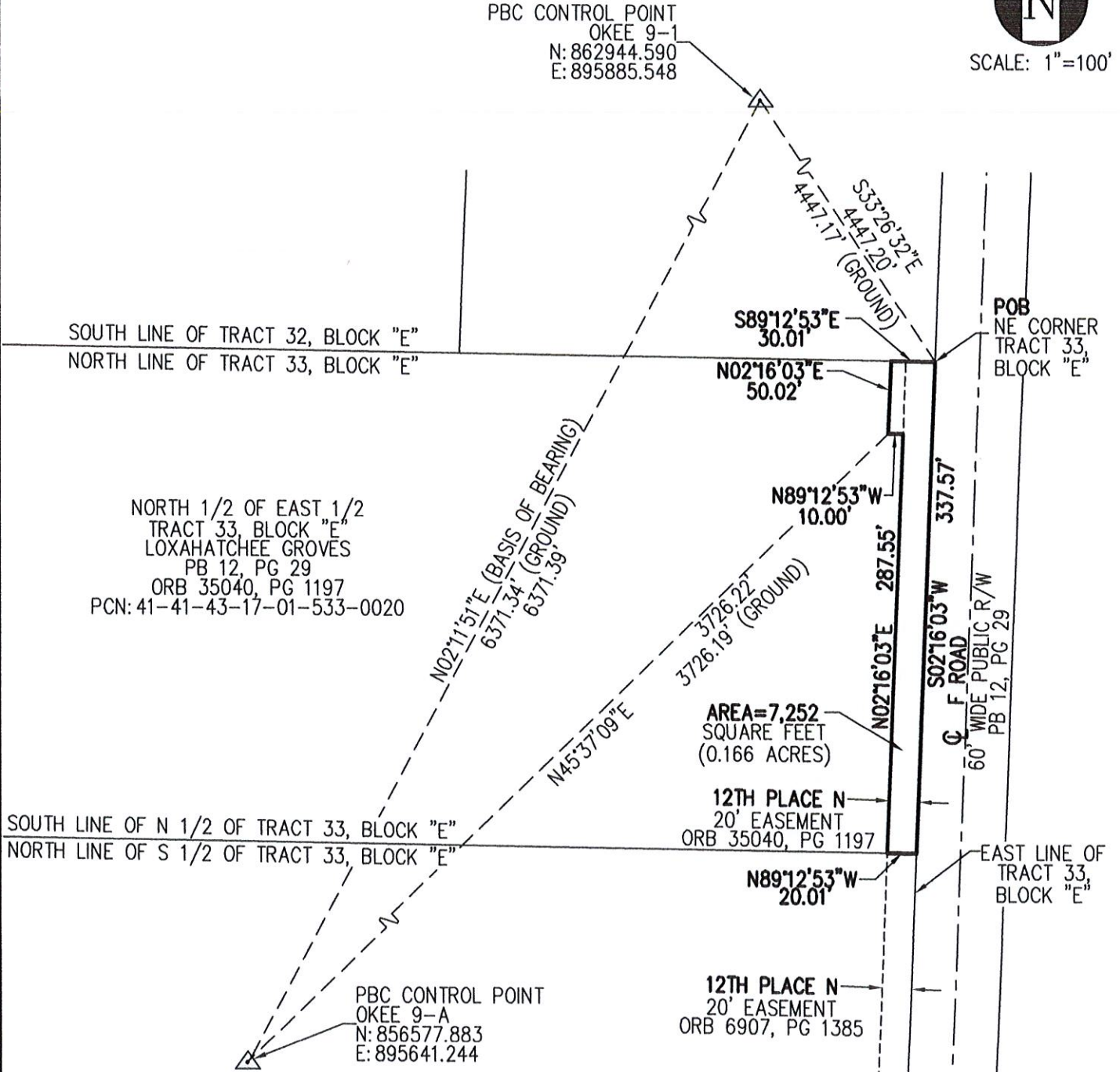
FIELD BOOK #	SHEET: 2 / 3
FLORIDA R.L.S. #	22138.131

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



SCALE: 1"=100'

PBC CONTROL POINT
 OKEE 9-1
 N: 862944.590
 E: 895885.548



FDR:

1201 F ROAD EASEMENT

SCALE:	1":100'
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	12-12-2024



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
 PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK #	SHEET:
	3 / 3
FLORIDA R.L.S. #	JOB #
	22138.131