

Prepared by and return to:
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DUMPSTER ACCESS EASEMENT AGREEMENT

THIS DUMPSTER ACCESS EASEMENT AGREEMENT ("Easement") is made and entered into this ____ day of _____, 2021, by and between DELRAY BEACH HOUSING AUTHORITY, a Florida body corporate and politic, its successors and or assigns ("Grantor"); and DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a Florida body corporate and politic created pursuant to Florida Statutes Section 163.356 ("Grantee"), and in furtherance thereof the parties state as follows:

RECITALS:

A. Grantor is the owner of that certain real property located in Palm Beach County, Florida, more particularly described on Exhibit "A", attached hereto and made a part hereof ("Easement Area").

B. Grantee is the owner of that certain real property located at 98 NW 5th Avenue, Delray Beach, Florida 33444, adjacent to the Easement Area ("Benefitted Property").

C. In order for Benefitted Property to use the Easement Area as a means of ingress and egress to access the dumpsters, this Easement must be granted.

D. Grantor desires to grant an access easement to Grantee for access over the Easement Area in accordance with the terms and provisions of this Easement.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10) other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated as if fully set forth herein.

2. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, and its invitees and guests, an access easement for ingress and egress over, upon, under, through and across the property described in Exhibit "A" for the purposes of accessing the dumpsters located in the Easement Area. Grantor shall in no way obstruct the passageway in any manner at any time.

3. **Owner's Declaration of Covenant.** Grantor hereby declares the Easement Area shall never be disposed of so long as the ingress and egress are required.

4. **Maintenance.** Grantor shall maintain the Easement Area in a neat, clean and sanitary

condition, free from all garbage, trash, litter and debris and provide whatever maintenance is required thereon, including, but not limited to repair or repaving.

5. **Enforcement.** The Parties hereby acknowledge and agree that the Easement Area is necessary for the Dumpster Sharing Agreement between the Parties of even date herewith, and to satisfy the City's requirements and that the Grantee will be in violation of the City's requirements if for any reason this Easement is no longer available for use by Grantee.

6. **Recordation.** This Agreement shall be binding upon, and inure to the benefit of, each party, its successors, assigns, or heirs, as the case may be. This Agreement and any amendments shall be recorded in the public records of Palm Beach County, Florida with the expense of such recordation to be borne by Grantee.

7. **Termination.** This Agreement may only be terminated if replacement access has been approved by the City or the Benefitted Property no longer requires the ingress and egress to the Easement Area to meet the City's requirements. This Agreement may not be modified, suspended or terminated except by a written instrument properly executed by all Parties and approved by the Parties' Boards of Commissioners. This Easement may be terminated by either Party for convenience upon sixty (60) days prior written notice.

8. **Severability.** If any term, provision, covenant or restriction contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this Agreement or the application of such term, provision, covenant or restriction to persons or circumstances other than to those to which it is held invalid or unenforceable shall not be affected thereby.

9. **Running with the Land.** This Easement and rights granted herein shall be appurtenant to the Easement Area and shall run with the land.

10. **Miscellaneous.** This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Palm Beach County, Florida. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Time is the essence of this Agreement.

(This Space is Intentionally Blank)

IN WITNESS WHEREOF, the parties to this Easement Agreement set their hands and seals the day and year first above written.

WITNESSES:

GRANTOR: DELRAY BEACH HOUSING AUTHORITY

Signature

By: _____

Print Name

JESSE SAGINOR, CHAIR

Signature

Date: _____

Print Name

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 Jesse Saginor, Chair of the Delray Beach Housing Authority.

Personally known ___ OR Produced Identification
Type of Identification Produced _____

Notary Public – State of Florida

WITNESSES:

GRANTEE: DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

Signature

By: _____

Print Name

SHIRLEY E. JOHNSON, CHAIR

Signature

Date: _____

Print Name

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 Shirley E. Johnson, Chair of the Delray Beach Community Redevelopment Agency.

Personally known ___ OR Produced Identification
Type of Identification Produced _____

Notary Public – State of Florida

EXHIBIT A

THE SOUTH 100 FEET OF THE NORTH 150 FEET OF THE EAST 135 FEET OF BLOCK 20, DELRAY BEACH FORMERLY TOWN OF LINTON, AS RECORDED IN PLAT BOOK 1 PAGE 3 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 12,903 SQUARE FEET OR 0.296 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.