

Prepared by:

Seacoast Utility Authority  
4200 Hood Road  
Palm Beach Gardens, Fl 33410

## EASEMENT DEED

**THIS EASEMENT DEED** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between \_\_\_\_\_ (hereinafter referred to as "Grantor") whose address is \_\_\_\_\_, and **Seacoast Utility Authority** (hereinafter referred to as "Grantee") whose address is 4200 Hood Road, Palm Beach Gardens, Florida, 33410.

### WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual non-exclusive utility easement which shall permit the Grantee to enter upon the property herein described at any time to install, operate, maintain and service water and sewer lines and appurtenant facilities (the "Improvements") in, on, over, under and across the easement premises. The easement hereby granted covers a parcel of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO  
AND MADE A PART HEREOF

Grantor shall not grant additional easements or similar interests in, on, over, under, or across said easement premises without Grantee's prior written consent, which will not be unreasonably withheld. Neither Grantor, nor any other person claiming an interest through Grantor, shall interfere with Grantee's utilization and enjoyment of the easement, including the construction, preservation, maintenance or replacement of Grantee's Improvements. Further, Grantor or any other person claiming an interest through Grantor shall remove any structure, obstruction, improvement or impediment which, at any time, interferes with Grantee's utilization and enjoyment of this easement.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of any mortgages that are prior in right and dignity to this Easement Deed. Furthermore, Grantor covenants that there are no encumbrances of any kind that would prevent Grantee's full enjoyment of the easement.

This Easement Deed, and the covenants contained herein, shall be deemed covenants running with the land, and shall be binding on the parties hereto and their successors and assigns.



**MORTGAGEE JOINDER AND CONSENT**

The undersigned Mortgagee does hereby join in and consent to the granting of this Easement Deed across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Palm Beach County, Florida shall be subordinated to this Easement Deed.

WITNESSES:

GRANTOR:

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness #1 Printed Name

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Witness #1 Address

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Printed Name

\_\_\_\_\_  
Witness #2 Address

STATE OF )  
COUNTY OF )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name  
Notary Public - State  
Commission No:  
My Commission Expires: