

Return to:

Site Address: Sherwood Forest Blvd. Greenacres FL
Project #: WUD 21-062, LIFT STATION 5015
Project Name: LIFT STATION IMPROVEMENT

UTILITY EASEMENT

THIS UTILITY EASEMENT (“Easement”) is made and granted this 15th day of April 2024, by **CITY OF GREENACRES**, a Florida municipal corporation (“Grantor”), whose address is 5800 Melaleuca Lane, Greenacres, FL 33463, in favor of **PALM BEACH COUNTY** (“Grantee”), c/o Water Utilities Department, 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

WHEREAS, Grantor is by plat dedication the fee simple owner of certain real property for public drainage purposes located in Greenacres, Florida, as more particularly described Plat Book 30, Pages 115-116 (the “Property”); and

WHEREAS, Grantee desires an unrestricted and nonexclusive easement for public utility purposes through the Property as more particularly described in **Exhibit “A”** attached hereto and incorporated herein (the “Easement Area”); and

WHEREAS, the public utilities to be placed in the Easement Area may provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

WHEREAS, the Grantor is willing to grant such easement and finds granting such easement serves a valid public purpose.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby grant and convey to the Grantee, its licensees, agents, successors and assigns, this Easement as follows:

The foregoing recitals are incorporated into this Easement and made a part hereof.

A perpetual, unrestricted and nonexclusive easement in, over, under, through, upon, and across the Easement Area for the purposes of constructing, operating and maintaining public utilities and providing utility services to and from properties or lands which may include the Property, to provide utility service to properties which may not be contiguous to the Easement Area, including the right to lay, or cause to be laid, and to maintain, repair, rebuild, operate and control utility pipes, poles, wires, mains, transmission lines, appurtenances and devices; the right to clear said Easement Area and keep it clear of brush, trees, and permanent structures and fire hazards; together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement Area hereby granted, and all rights and privileges incident thereto; and, the permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace utility facilities within the Easement Area. The Easement Area

or portion thereof may be utilized for a wastewater pump station and may be fenced in by Grantee for access control purposes.

By accepting this Easement or performing any work in the Easement Area, the Grantee agrees: (a) to perform all work undertaken by the Grantee or its contractors within the Easement Area in a good and workmanlike manner and to promptly complete all work within the Easement Area; (b) to restore any of the Property disturbed by any work undertaken by the Grantee or its contractors for purposes of construction, removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work; (c) to not unreasonably interfere with the use of the Property by Grantor or any of Grantor’s tenants, invitees or guests; and (d) to be responsible for all costs and expense associated with the Grantee’s construction, removal, demolition and/or maintenance pursuant to this Easement.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the Easement Area and that it has good and lawful right to grant this Easement free and clear of mortgages and other encumbrances unless specifically stated to the contrary. This Easement shall run with the land and shall be binding upon and shall inure to the benefit of the respective parties, their successors or assigns and grantees. This Easement shall continue unless or until the Grantee terminates its rights herein provided by written notice to the Grantor, its successors or assigns.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Easement on the day and year first above written.

Signed, sealed and delivered
in the presence of:
Witnesses:

GRANTOR: City of Greenacres, Florida

Signature – Witness 1

Chuck Shaw, Mayor

Print Name – Witness 1
Address: _____

ATTEST:

Signature – Witness 2

Quintella Moorer, City Clerk

Print Name – Witness 2
Address: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, by means of ___ physical presence or ___ online notarization, the foregoing Utility Easement was acknowledged before me by Chuck Shaw, Mayor, as Grantor herein ___ who is personally known to me or ___ who has produced _____ as identification and who did not take an oath.

WITNESS my hand and official seal this ____ day of _____, 2024.

Notary Public

Accepted by:

ATTEST:

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER**

COUNTY:

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____

By: _____

**APPROVED AS TO
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By: _____
Department Director

Exhibit "A"
(Attached Sketch of Description – 3 pages)