

Prepared by and return to:

Glen J. Torcivia, City Attorney
City of Lake Worth Beach
Attn: City Clerk
7 N. Dixie Highway
Lake Worth Beach, FL 33460

UTILITY EASEMENT

THIS UTILITY EASEMENT is made, granted and entered into this _____ day of _____ 2025, by Keith Thompson as trustee of the Keith Thompson Revocable Living Trust dated November 17th 2021, with a mailing address of P.O. Box 1054 Lake Worth, Florida, 33460 ("Grantor"), in favor of the **CITY OF LAKE WORTH BEACH, FLORIDA**, a municipal corporation, having its place of business at 7 North Dixie Hwy., Lake Worth Beach, FL 34460 ("City").

WHEREAS, Grantor is the fee simple owner of certain real property located at 3895 Everett Court Lake Worth, Florida 33461, as more particularly described in **Exhibit "A"**, attached hereto and incorporated herein ("Property"); and

WHEREAS, the City desires an unrestricted and nonexclusive easement for public utility purposes through the Property as more particularly described in **Exhibit "B"** 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.

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 City, its licensees, agents, successors and assigns, the following:

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.

By accepting this Easement, the City agrees: (a) to perform all work undertaken by the City 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 work undertaken by the City 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 associated with the City's construction, removal, demolition and/or maintenance pursuant to this Easement.

The Grantor, its successors and assigns, further agree not plant any vegetation (other than grass) or build any structure in the Easement Area unless approved in writing by the City which approval shall not be unreasonably withheld, conditioned or delayed. The Grantor, its successors, and assigns shall be responsible for maintaining the grass and all other permitted vegetation together with any approved structures at the Grantor's sole cost and expense.

The Grantor does hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever claimed by, through, or under it, that it has good right and lawful authority to grant the above-described easement, and that the same is unencumbered or if encumbered, the Grantor shall obtain the joinder of any mortgagee to this easement. Where the context of this Easement allows or permits, the same shall include the successors or assigns of the parties.

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 City terminates its rights herein provided by written notice to the Grantor, its successors or assigns.

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SIGNATURE AND ACCEPTANCE PAGE FOLLOWS

By: Glen J. Torcivia, City Attorney

AFFIDAVIT OF TRUST

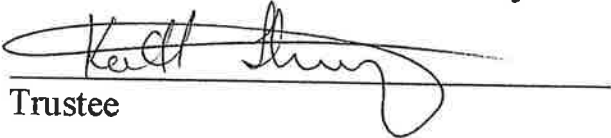
PCN #00-43-44-20-07-000-0100

I, Keith Thompson, the current Trustee, hereby confirms and attests to the following facts and circumstances relative to the below mentioned trust:

1. The Keith Thompson Revocable Living Trust Dated November 17th 2021 is currently in existence and was created on November 17th 2021.
2. The current trustee of said trust is Keith Thompson who may act with his sole authority on behalf of said Trust.
3. The powers granted to the trustee includes:
 - a. The power to sell, convey and exchange real property.
 - b. The power to borrow money as well as mortgage and encumber real property with a deed of trust.
4. The Keith Thompson Revocable Living Trust dated November 17th 2021 currently owns the property located at 3895 Everett Court Lake Worth, FL 33461.

The undersigned Trustee hereby declares under penalty of perjury that the trust described above has not been revoked, modified, or amended in any manner which would cause the representations contained herein to be incorrect. This certification is signed by all of the currently acting trustees who declare the above to be true and correct.

Given under my hand this 16th day of May 2025.


Trustee

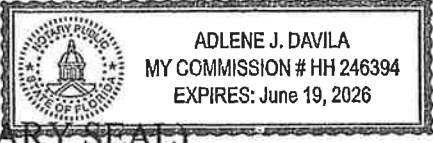
FOR AN OATH OR AFFIRMATION:

COUNTY OF PALM BEACH
STATE OF FLORIDA

Sworn to (or affirmed) and subscribed before me this 16TH day of May, 2025, by
Keith Thompson

Keith Thompson

Keith Thompson individually
And as trustee of the Keith Thompson Revocable
Living Trust dated November 17th 2021

 (NOTARY SEAL)	<u>Adlene J Davila</u> (Signature of Notary Public-Florida) Adlene J Davila (Name of Notary Typed, Printed, or Stamped)
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Personally Known _____ OR Produced Identification ✓

Type of Identification

Produced FL license. T512500560450