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 23 day of September, 2026 by **LAKE WORTH COIN LAUNDRY, LLC,** a Florida limited liability company with a mailing address of P.O. Box 123, Lake Worth, FL 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 1217 Lake Avenue in the City of Lake Worth Beach, 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, expanding, 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, expand, rebuild, remove, 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, expand, maintain, repair, install, remove, 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE AND ACCEPTANCE PAGE FOLLOWS

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

Signed, sealed and delivered
in the presence of:

Witnesses:

Signature – Witness 1

Anthony Espreo
Print Name – Witness 1

416 S. Military Trl., W. Palm Beach FL 33415
Address

Signature – Witness 2

Natalys Vega
Print Name – Witness 2

416 S. Military Trail, West
Address Palm Beach, Fl 33415

GRANTOR: Lake Worth Coin Laundry, LLC, a Florida limited liability company
By: Anthony Genovese Revocable Trust, its Manager

Print Name: Anthony Genovese
Print Title: Individually and as Trustee

Print Name:
Print Title: OWNER

[Corporate Seal]

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 Anthony Genovese, individually and as Trustee of Anthony Genovese Revocable Trust, as Manager of Lake Worth Coin Laundry, LLC, a Florida limited liability company, Grantor herein, ___ who is/are personally known to me or ✓ who has/have produced driver's license as identification and who did not take an oath.

WITNESS my hand and official seal this 23 day of September, 2026.

Notary Seal:

ANTHONY JAKE ESPREO
Notary Public - State of Florida
Commission # HH 658372
My Comm. Expires Jul 25, 2029
Bonded through National Notary Assn.

Notary Public

CITY ACCEPTANCE:

ATTESTS:

By:_____
Melissa Ann Coyne, City Clerk

CITY OF LAKE WORTH BEACH

By:_____
Betty Resch, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
Glen J. Torcivia, City Attorney