

**Prepared by,**  
**Record and Return To:**  
Diane Karst, Esq.  
Nelson Mullins Riley & Scarborough LLP  
1905 NW Corporate Boulevard, Suite 310  
Boca Raton, FL 33431

### **UTILITY EASEMENT**

THIS EASEMENT is made, granted and entered into this \_\_\_\_\_ day of March, 2025, by **Richman Lake Worth Apartments, LLC, a Delaware limited liability company** with a mailing address of 777 West Putnam Avenue, Greenwich, Connecticut 06830, ("Grantor"), in favor of the CITY OF LAKE WORTH BEACH, 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 2431 2nd Avenue North, Lake Worth Beach, FL 33461, Lake Worth Beach, Florida, as more particularly described in Exhibit "A", attached hereto and incorporated herein (the "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.

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:



Signature – Witness 1

SHANE LAAKSO

Print Name – Witness 1

Mailing Address of Witness #1:

303 Banyan Blvd, Ste 101  
West Palm Beach, FL 33401



Signature – Witness 2

SESSE WOEPFEL

Print Name – Witness 2

Mailing Address of Witness #2:

303 Banyan Blvd, Ste 101  
West Palm Beach, FL 33401

**RICHMAN LAKE WORTH APARTMENTS,  
LLC**, a Delaware limited liability company

By: TRG Lake Worth Member, LLC,  
a Delaware limited liability company,  
its Sole Member and Manager



William T. Fabbri, Executive Vice President

COUNTY OF PALM BEACH

WITNESS my hand and official seal this 15 day of March, 2025.



Nilles

My Commission Expires: May 6, 2028

CITY OF LAKE WORTH BEACH

By: Melissa Ann Coyne, City Clerk

By: \_\_\_\_\_  
Betty Resch, Mayor

By: \_\_\_\_\_  
Christy J. Goddeau, City Attorney

Exhibit "A"

Description of Property

The Land referred to herein below is situated in the County of PALM BEACH, State of Florida, and is described as follows:

PARCEL 1:

A portion of Lot 97 of MODEL LAND CO. SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, according to the Plat thereof, recorded in Plat Book 5, Page 79 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

BEGINNING at a point where the North line of Lake Worth Road intersects with the East line of the right of way of the First Lateral Canal West of the Town of Lake Worth, running East a distance of 394.32 feet;

Thence North parallel with the East line of Lot 97 of the Subdivision of MODEL LAND CO. SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, a distance of 625 feet to the North line of Lot 97;

Thence West to a point where said North line intersects the East line of the right of way of said First Lateral Canal;

Thence Southwesterly following the right of way of said First Lateral Canal to the POINT OF BEGINNING.

Less and Except the South 25 feet, shown as Parcel No. 3 in the Order of Taking by Palm Beach County, and an additional 10 feet, shown as Parcel 12, recorded in Official Record Book 12863, Page 1606, of the Public Records of Palm Beach County, Florida.

Subject to the rights of Lake Worth Drainage District to the North 15 feet of said parcel described in Easement Deed recorded in Official Record Book 7855, Page 1317.

PARCEL 2:

The East 117.68 feet of Lot 97 of MODEL LAND CO. SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, according to the Plat thereof, recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, fronting 117.68 feet on North 2nd Avenue and 625 feet deep thereof.

Less and Except the South 25.00 feet of the East 117.00 feet by Deed to Palm Beach County, recorded in Miscellaneous Record Book 29, Page 193.

Subject to the rights of Lake Worth Drainage District to the North 15 feet of said parcel described in Easement Deed recorded in Official Record Book 7855, Page 1313.

**PARCEL 3:**

The West Two acres of Tract 96 of MODEL LAND CO. SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, according to the Plat thereof, recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

Less and Except the South 25.00 feet by Deed to Palm Beach County, recorded in Official Records Book 6431, Page 1748.

Subject to the rights of Lake Worth Drainage District to the North 15 feet of said parcel described in Easement Deed recorded in Official Record Book 7855, Page 1321.

FURTHER LESS AND EXCEPT those portions of PARCELS 1, 2 & 3 conveyed to the City of Lake Worth Beach, a Florida municipal corporation by Right-of-Way deed recorded May 26, 2023 in Official Records Book 34330, Page 907.

Exhibit "B"

Description of Easement Area with Survey or Sketch

**DESCRIPTION:**

BEING A PORTION OF TRACTS 96 AND 97, MODEL LAND COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 79 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 97; THENCE ALONG THE SOUTH LINE OF SAID TRACT 97, S88°04'35"E, A DISTANCE OF 324.02 FEET; THENCE N01°55'25"E, A DISTANCE OF 29.39 FEET TO THE POINT OF BEGINNING; THENCE N01°55'25"E, A DISTANCE OF 67.96 FEET; THENCE N88°04'35"W, A DISTANCE OF 25.67 FEET; THENCE N01°55'25"E, A DISTANCE OF 10.00 FEET; THENCE S88°04'35"E, A DISTANCE OF 35.70 FEET; THENCE N74°58'40"E, A DISTANCE OF 96.53 FEET; THENCE N01°55'25"E, A DISTANCE OF 24.94 FEET; THENCE S88°04'35"E, A DISTANCE OF 25.07 FEET; THENCE N46°55'25"E, A DISTANCE OF 9.79 FEET; THENCE N01°54'30"E, A DISTANCE OF 149.54 FEET; THENCE N43°05'30"W, A DISTANCE OF 46.59 FEET; THENCE N01°55'23"E, A DISTANCE OF 39.37 FEET; THENCE S88°04'35"E, A DISTANCE OF 10.00 FEET; THENCE S01°55'23"W, A DISTANCE OF 36.64 FEET; THENCE S43°05'30"E, A DISTANCE OF 46.59 FEET; THENCE S01°54'30"W, A DISTANCE OF 156.41 FEET; THENCE S46°55'25"W, A DISTANCE OF 18.08 FEET; THENCE N88°04'35"W, A DISTANCE OF 19.21 FEET; THENCE S01°55'25"W, A DISTANCE OF 21.00 FEET; THENCE N88°04'35"W, A DISTANCE OF 8.31 FEET; THENCE S72°45'58"W, A DISTANCE OF 99.57 FEET; THENCE S01°55'25"W, A DISTANCE OF 21.55 FEET; THENCE S43°01'57"E, A DISTANCE OF 39.34 FEET; THENCE S88°01'57"E, A DISTANCE OF 291.54 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 2 ACRES OF SAID TRACT 96; THENCE ALONG SAID EAST LINE, S01°29'00"W, A DISTANCE OF 18.00 FEET; THENCE N88°01'57"W, A DISTANCE OF 10.00 FEET; THENCE N01°29'00"E, A DISTANCE OF 10.00 FEET; THENCE N88°01'57"W, A DISTANCE OF 284.92 FEET; THENCE N43°01'57"W, A DISTANCE OF 34.64 FEET; THENCE S01°55'25"W, A DISTANCE OF 34.50 FEET; THENCE N88°01'57"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,524 SQUARE FEET OR 0.1727 ACRES, MORE OR LESS.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 15, 2025. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

**THIS IS NOT A SURVEY**

**SHEET 1 OF 4**



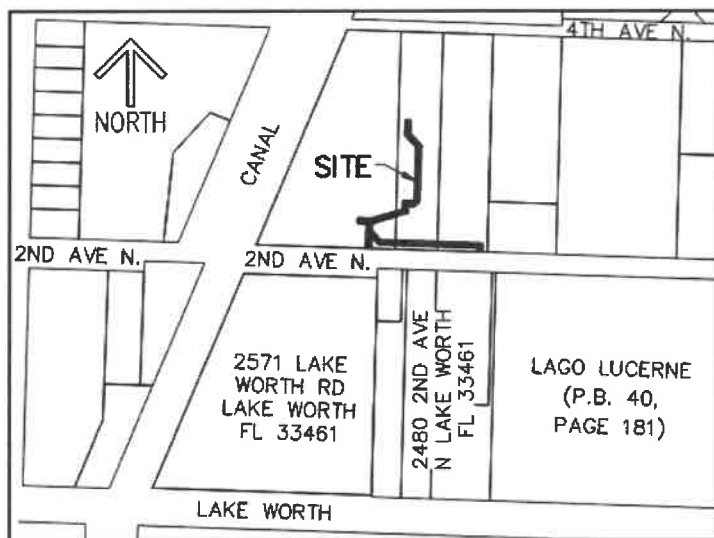
**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING - LAND PLANNING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7301A W. PALMETTO PARK ROAD - SUITE 100A  
BOCA RATON, FLORIDA 33433  
PHONE (561)-392-1991

**RESIDENCES AT LAKE WORTH  
FLORIDA POWER & LIGHT COMPANY EASEMENT  
SKETCH AND DESCRIPTION**

DAVID P. LINDLEY  
REGISTERED LAND  
SURVEYOR NO. 5005  
STATE OF FLORIDA  
LB 3591

DATE	4/15/2025
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	6744-FPL ESM1



**LOCATION MAP**  
(NOT TO SCALE)

**LEGEND/ABBREVIATIONS:**

P.O.C. - POINT OF COMMENCING  
P.O.B. - POINT OF BEGINNING  
P.B. - PLAT BOOK  
PG(S). - PAGE(S)  
L.B. - LICENSES BUSINESS  
R/W - RIGHT-OF-WAY  
O.R.B. - OFFICIAL RECORDS BOOK

LWDD - LAKE WORTH DRAINAGE DISTRICT  
MISC. - MISCELLANEOUS  
AVE. - AVENUE  
20-44-43 - SECTION 20, TOWNSHIP 44 SOUTH,  
RANGE 43 EAST

**SURVEYOR'S NOTES:**

1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAYS, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S88°04'35"E, ALONG THE SOUTH LINE OF TRACT 97, MODEL LAND COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 79 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

**THIS IS NOT A SURVEY**

**SHEET 2 OF 4**



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING - LAND PLANNING  
LANDSCAPE ARCHITECTURE - SURVEYING  
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BOCA RATON, FLORIDA 33433  
PHONE (561)-392-1991

**RESIDENCES AT LAKE WORTH  
FLORIDA POWER & LIGHT COMPANY EASEMENT  
SKETCH AND DESCRIPTION**

DATE 4/15/2025

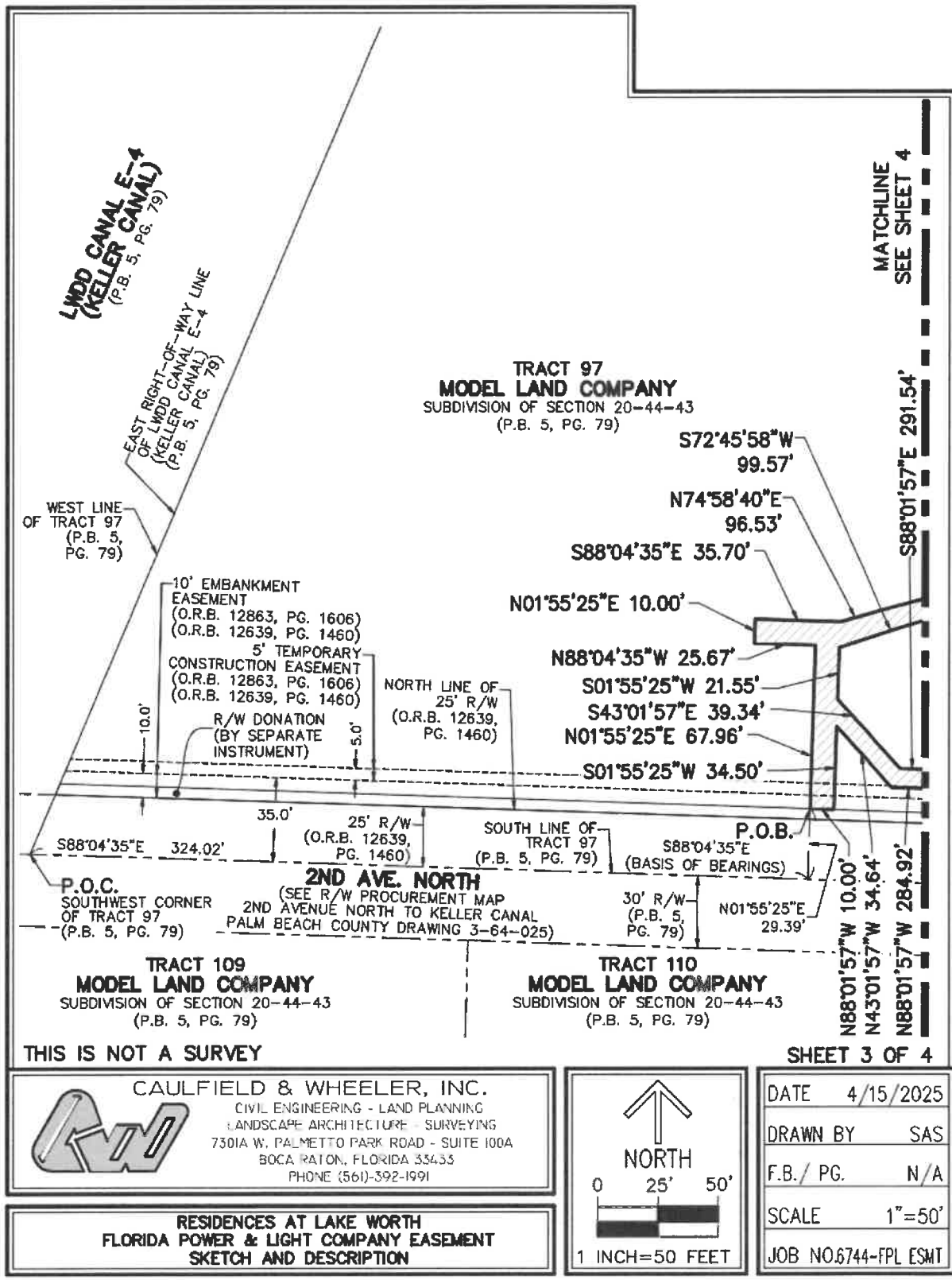
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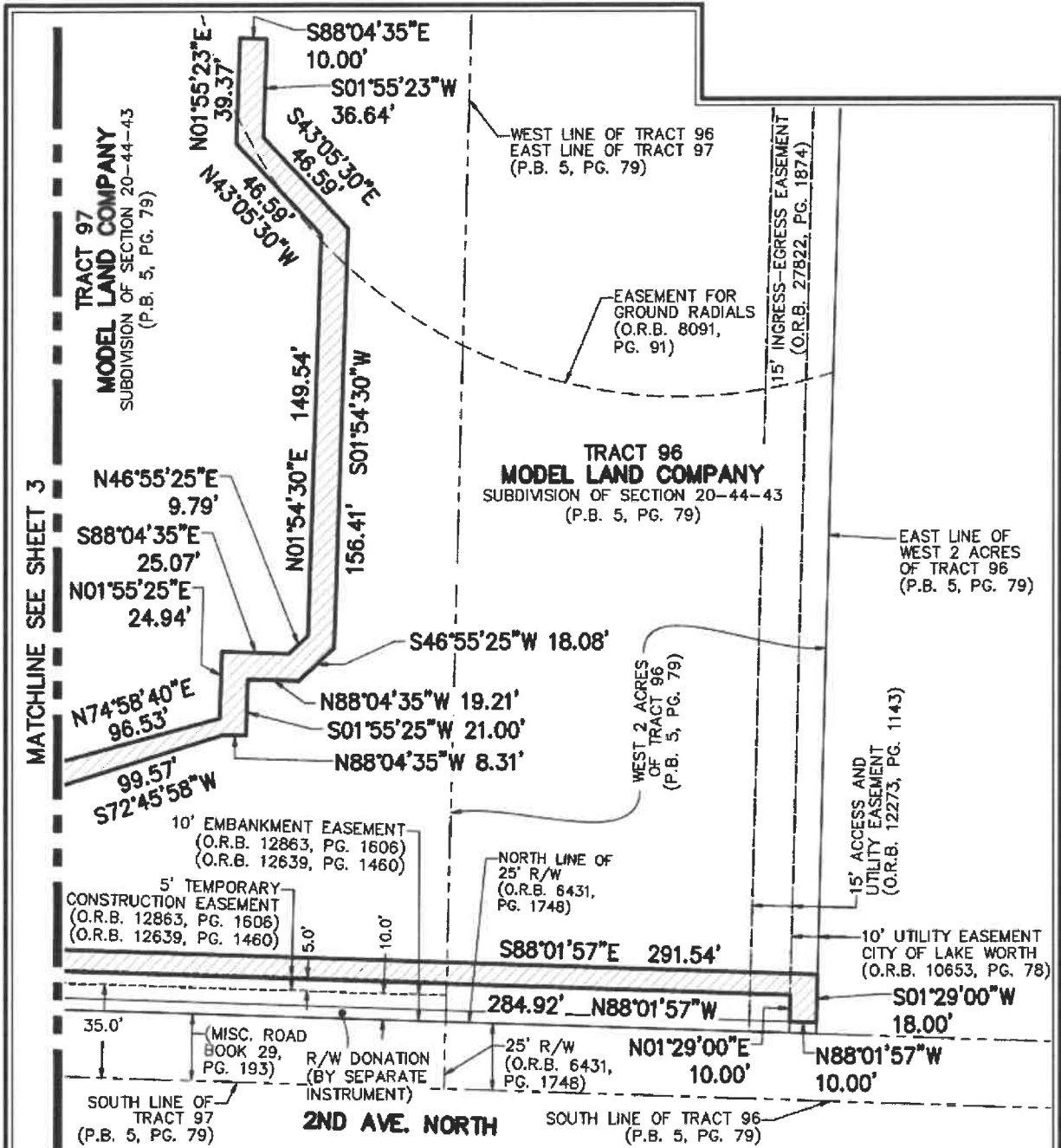
F.B./ PG. N/A

SCALE NONE

JOB NO.6744-FPL ESMT







THIS IS NOT A SURVEY

SHEET 4 OF 4



CAULFIELD & WHEELER, INC.

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LANDSCAPE ARCHITECTURE - SURVEYING  
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BOCA RATON, FLORIDA 33433  
PHONE (561)-392-1991



NORTH



1 INCH=50 FEET

DATE 4/15/2025

DRAWN BY SAS

F.B./ PG. N/A

SCALE 1"=50'

JOB NO.6744-FPL ESMT

RESIDENCES AT LAKE WORTH  
FLORIDA POWER & LIGHT COMPANY EASEMENT  
SKETCH AND DESCRIPTION