

Return to:
City Clerk
City of Lake Worth Beach
7 North Dixie Hwy.
Lake Worth Beach, FL 33460

UTILITY EASEMENT

THIS UTILITY EASEMENT is made, granted and entered into this _____ day of _____, 20__, by **Buyers Choice Auto Sales, LLC.**, a Florida limited liability company, with a mailing address of 2693 Starwood Ct., West Palm Beach, FL 33406 (“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 within the City of Lake Worth Beach, Florida, as listed in Exhibit “A”, and more particularly described in Exhibit “B”, 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 depicted in Exhibit “C” 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, to, 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 owners, members, 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, except as otherwise specifically provided herein.

The Grantor reserves the right to request from the City the relocation of the Easement Area to a different location on the Property, which relocation shall not be unreasonably denied, conditioned or delayed by the City. Any request for relocation must include a letter of no objection from each provider that has or may have utilities in the Easement Area. The Grantor shall be solely responsible for the costs and expenses of relocating the easement area and any and all City utilities located within the Easement Area. The Grantor shall be solely responsible for coordinating the relocation of any and all non-City utilities located within the Easement Area.

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:

BUYER'S CHOICE AUTO SALES, LLC

Signature – Witness 1

Spiro Fragiskakis, Managing Member

Print Name – Witness 1

Address

Signature – Witness 2

Print Name – Witness 2

Address

STATE OF _____

COUNTY OF _____

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 Spiro Frangiskakis as Managing Member of Buyer’s Choice Auto Sales, LLC, a Florida limited liability company, 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
My Commission Expires:

CITY ACCEPTANCE:

CITY OF LAKE WORTH BEACH

ATTESTS:

By: _____
Melissa Ann Coyne, MMC, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Christy J. Goddeau, City Attorney

Exhibit "A"

Parcel List, Description of Property

Address	Parcel No.
818 S H St.	38-43-44-21-15-253-0040
824 S H St.	38-43-44-21-15-253-0032
826 S H St.	38-43-44-21-15-253-0020
832 S H St.	38-43-44-21-15-253-0010
821 S Dixie Hwy	38-43-44-21-15-253-0110

Exhibit "B"

Description of Property

DESCRIPTION

BEING ALL OF LOTS 1 THROUGH 2, A PORTION OF LOT 3, ALL OF LOTS 4 THROUGH 5, A PORTION OF LOTS 11 THROUGH 16, ALSO BEING A PORTION OF A 10 FOOT ALLEY WAY AND A PORTION OF 3RD AVENUE, BLOCK 253, THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSITE OF LUCERNE, PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALL LYING WITHIN SECTION 28, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 11, BLOCK 253, THE PALM BEACH FARMS COMPANY, PLAT NO. 2, LUCERNE TOWNSITE, PALM BEACH CO., FLORIDA (NOW KNOWN AS LAKE WORTH BEACH), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.88°38'11"E. ALONG THE NORTH LOT LINE OF SAID LOT 11, A DISTANCE OF 2.30 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF I STREET (NOW KNOWN AS SOUTH DIXIE HIGHWAY) ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD 805, SECTION 93050-2513, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE BY THE FOLLOWING THIRTEEN (13) COURSES BEING ALONG SAID WESTERLY RIGHT-OF-WAY OF I STREET (NOW KNOWN AS SOUTH DIXIE HIGHWAY); 1) THENCE S.01°21'49"W., DEPARTING SAID NORTH LINE, A DISTANCE OF 50.00 FEET; 2) THENCE S.88°38'11"E., A DISTANCE OF 0.30 FEET; 3) THENCE S.01°21'49"W., A DISTANCE OF 50.00 FEET; 4) THENCE N.88°38'11"W., A DISTANCE OF 0.20 FEET; 5) THENCE S.01°21'49"W., A DISTANCE OF 52.84 FEET; 6) THENCE S.28°05'37"E., A DISTANCE OF 3.46 FEET; 7) THENCE S.01°21'49"W., A DISTANCE OF 27.16 FEET; 8) THENCE S.28°28'25"W., A DISTANCE OF 3.29 FEET; 9) THENCE S.01°21'49"W., A DISTANCE OF 64.06 FEET; 10) THENCE N.88°38'11"W., A DISTANCE OF 0.20 FEET; 11) THENCE S.01°21'49"W., A DISTANCE OF 50.00 FEET; 12) THENCE S.88°38'11"E., A DISTANCE OF 2.20 FEET; 13) THENCE S.01°21'49"W., A DISTANCE OF 20.00 FEET; THENCE N.88°38'11"W., DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 280.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH H STREET, OF SAID PLAT; THENCE N.01°21'49"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 120.00 FEET TO THE SOUTHWEST CORNER OF LOT 3, OF SAID PLAT; THENCE S.88°38'11"E., DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 75.00 FEET; THENCE N.01°21'49"E., DEPARTING SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3; THENCE N.88°38'11"W. ALONG SAID NORTH LINE OF LOT 3, A DISTANCE OF 75.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH H STREET, OF SAID PLAT; THENCE N.01°21'49"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00

FET TO THE NORTHWEST CORNER OF LOT 5, OF SAID PLAT; THENCE S.88°38'11"E., DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF SAID LOT 5 AND ITS EASTERLY EXTENSION THEREOF, A DISTANCE OF 140.00 FEET; THENCE N.01°21'49"E., A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 11; THENCE S.88°38'11"E., ALONG SAID NORTH LINE, A DISTANCE OF 137.70 FEET TO THE **POINT OF BEGINNING**.

TOTAL CONTAINING: 78,259 SQUARE FEET OR 1.797 ACRES, MORE OR LESS.

Exhibit "C"

Description and Survey of Easement Area

Description Sketch

(Not A Survey)

DESCRIPTION:

A PARCEL OF LAND, BEING A REPLAT OF LOTS 1 THROUGH 2, A PORTION OF LOT 3, ALL OF LOTS 4 THROUGH 5, A PORTION OF LOTS 11 THROUGH 16, ALSO BEING A PORTION OF A 10 FOOT ALLEY WAY AND A PORTION OF 3RD AVENUE, BLOCK 253, THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSITE OF LUCERNE, PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALL LYING WITHIN SECTION 28, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 11, BLOCK 253, THE PALM BEACH FARMS COMPANY, PLAT NO. 2, LUCERNE TOWNSITE, PALM BEACH CO., FLORIDA (NOW KNOWN AS LAKE WORTH BEACH), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.88°38'11"W. ALONG THE NORTH LOT LINE OF SAID LOT 11, A DISTANCE OF 2.30 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF I STREET (NOW KNOWN AS SOUTH DIXIE HIGHWAY) ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD 805, SECTION 93050-2513, OF SAID PUBLIC RECORDS; THENCE CONTINUE N.88°38'11"W. ALONG SAID NORTH LOT LINE OF LOT 11, A DISTANCE OF 127.70 FEET TO THE **POINT OF BEGINNING**; THENCE S.01°21'49"W., DEPARTING SAID NORTH LINE OF LOT 11, A DISTANCE OF 312.00 FEET; THENCE S.88°38'11"E., A DISTANCE OF 130.00 FEET TO A POINT ON THE SAID WESTERLY RIGHT-OF-WAY LINE OF I STREET (NOW KNOWN AS SOUTH DIXIE HIGHWAY) ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD 805, SECTION 93050-2513; THENCE S.01°21'49"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH I STREET (NOW KNOWN AS SOUTH DIXIE HIGHWAY), A DISTANCE OF 8.00 FEET; THENCE N.88°38'11"W., DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH I STREET (NOW KNOWN AS SOUTH DIXIE HIGHWAY), A DISTANCE OF 280.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH H STREET; THENCE N.01°21'49"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTH H STREET, A DISTANCE OF 12.00 FEET; THENCE S.88°38'11"E., DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTH H STREET, A DISTANCE OF 127.00 FEET; THENCE N.01°21'49"E., A DISTANCE OF 258.00 FEET TO A POINT ON THE NORTH LINE OF LOT 5, OF SAID PLAT; THENCE S.88°38'11"E., ALONG SAID NORTH LINE OF LOT 5 AND ITS EASTERLY EXTENSION THEREOF, A DISTANCE OF 13.00 FEET; THENCE N.01°21'49"E., A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 11; THENCE S.88°38'11"E., A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

TOTAL CONTAINING: 9,274 SQUARE FEET OR 0.213 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 28, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, HAVING A GRID BEARING OF S01°21'49"W. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA.
- 2) ALL DIMENSIONS, UNLESS OTHERWISE NOTED, ARE SURVEY DIMENSIONS.
- 3) THIS DESCRIPTION SKETCH IS INTENDED TO BE DISPLAYED AT 1" = 60' OR SMALLER.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

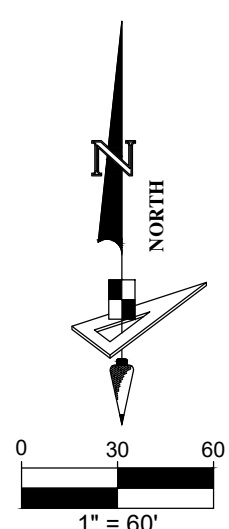
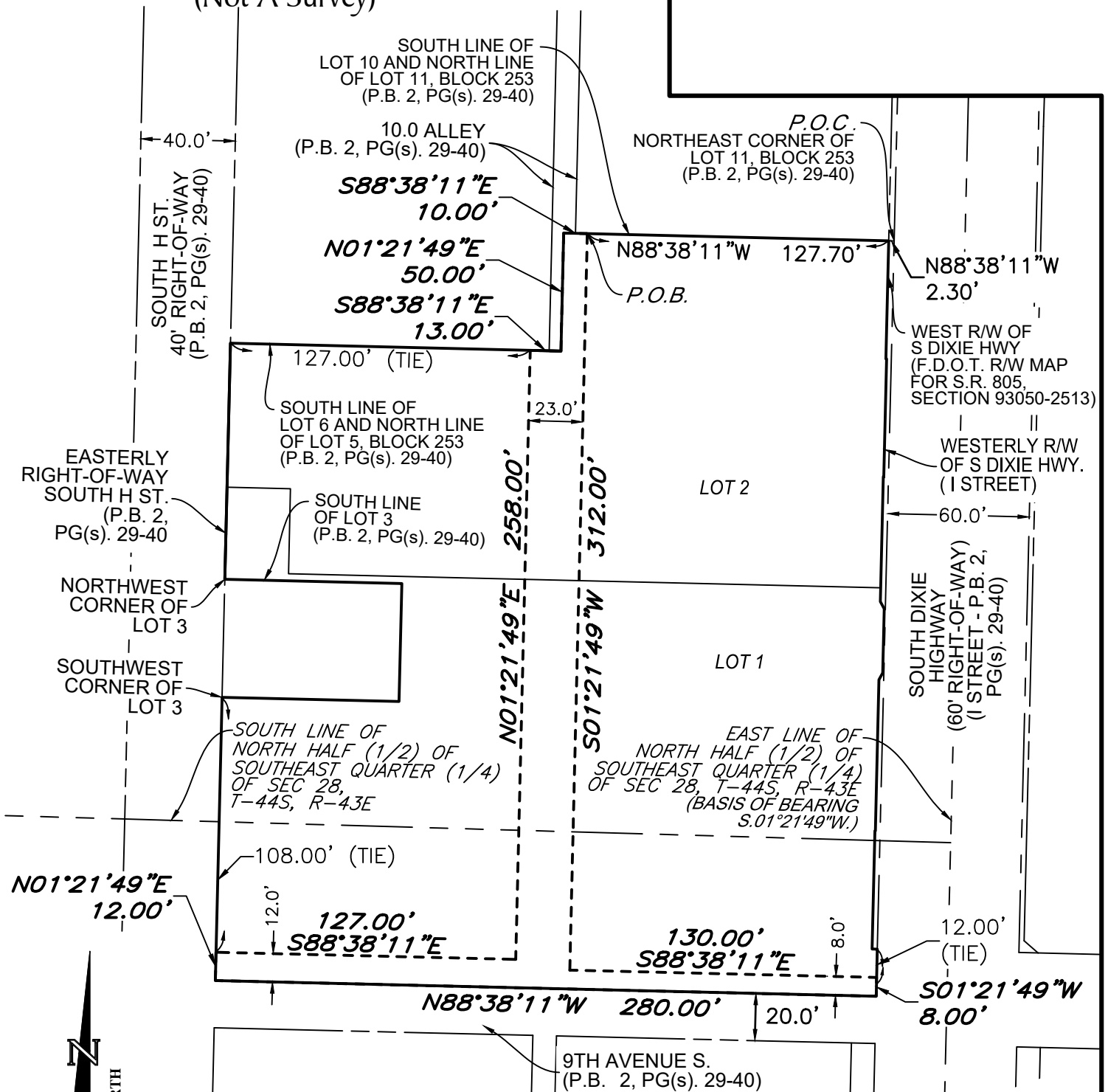
NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY AND EASEMENT OF RECORD.

THIS SURVEY IS VALID ONLY WITH A SIGNATURE & ORIGINAL SEAL, IN HARD COPY FORM, OR A DIGITAL SEAL IN ELECTRONIC FORM, PURSUANT TO RULES 5J-17.060 AND 5J-17.062, SECTION 472.027 OF THE FLORIDA STATUTES.

<p>Surveyor's Certification</p> <p>I do hereby certify that this Sketch and Description was made under my supervision and meets the "Standards of Practice" set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.051, 5J-17.052, and 5J-17.053, Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="text-align: center;">JOB #: UTILITY EASEMENT</td> </tr> <tr> <td style="width: 33%;">DRAWN: SWM</td> <td style="width: 33%;">DATE: 10/14/24</td> <td style="width: 33%;">CHECKED: LJO</td> </tr> <tr> <td colspan="3">Prepared For: MADISON TERRACE</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	JOB #: UTILITY EASEMENT			DRAWN: SWM	DATE: 10/14/24	CHECKED: LJO	Prepared For: MADISON TERRACE															<p>East Florida 4152 West Blue Heron Boulevard Suite 106 Riviera Beach, Florida 33404 Phone: (561) 444-2720 www.geopointsurvey.com Licensed Business No.: LB 7768</p> <p>GeoPoint Surveying, Inc.</p>
JOB #: UTILITY EASEMENT																							
DRAWN: SWM	DATE: 10/14/24	CHECKED: LJO																					
Prepared For: MADISON TERRACE																							
<p>Luis J. Ortiz LS7006</p>	<p style="text-align: center; font-size: small;">FILE PATH: W:\MADISON TERRACE\SKETCH & DESCRIPTION\UE_PLAT\MADISON TERR UE.DWG LAST SAVED BY: LUISO 01 of 02</p>																						

Description Sketch

(Not A Survey)



LEGEND

- P.O.C. -- POINT OF COMMENCEMENT
- P.O.B. -- POINT OF BEGINNING
- D.B. -- DEED BOOK
- P.B. -- PLAT BOOK
- PG./PG(s) -- PAGE(S)
- S.R. -- STATE ROAD
- R/W -- RIGHT-OF-WAY
- 28-44-43 -- SECTION-TOWNSHIP-RANGE

See Sheet 1 for Signature & Revisions

East Florida
 4152 West Blue Heron Boulevard
 Suite 106
 Riviera Beach, Florida 33404
 Phone: (561) 444-2720
 www.geopointsurvey.com
 Licensed Business No.: LB 7768

GeoPoint
 Surveying, Inc.