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City of Lake Worth Beach City Clerk
7 North Dixie Hwy.
Lake Worth Beach, FL 34460

TEMPORARY DRAINAGE AND UTILITY EASEMENT

THIS TEMPORARY DRAINAGE AND UTILITY EASEMENT (“Easement”) is made this __ day of __ 2023, by and between **HH GULFSTREAM LAND HOLDINGS, LLC**, a Delaware limited liability company authorized to do business in the State of Florida (“Grantor”) and **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”).

WITNESSETH

WHEREAS, the Grantor is the owner of property generally located at 1 Lake Avenue, 11 Lake Avenue, 12 S. Lakeside Drive and 14 S. Lakeside Dr., Lake Worth Beach, Florida, and as legally described in Exhibit “A” attached hereto and incorporated herein (“Property”); and

WHEREAS, the City has maintained drainage facilities and water, sewer, and electric utilities through that portion of the Property described in Exhibit “B” attached hereto and incorporated herein (the “Easement Area”); and

WHEREAS, the parties desire to continue an unrestricted and nonexclusive easement for drainage and public utility purposes through the Easement Area until such facilities are relocated pursuant to the Gulfstream Hotel Consolidation Plat; and

WHEREAS, the drainage and public utility facilities existing in the Easement Area 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, for and in consideration of the mutual covenants and other valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor and the City, the Grantor grants unto the City, its licensees, agents, successors and assigns:

A temporary, unrestricted and nonexclusive easement in, over, under, through, upon and across the Easement Area for the purpose of maintaining in place those drainage and utility installations existing on the date of this Easement (the “Existing Facilities”) and using such Existing Facilities for purposes of providing drainage and utility services to and from properties or lands, which may include the Property and properties which may not be contiguous to the Easement Area, including the right to maintain, operate, control, and remove any and all Existing Facilities, including overhead distribution facilities; the right to clear said Easement Area and keep it clear of brush, trees, and permanent structures and fire hazards that interfere with the City’s rights under this Easement; together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement Area for the rights hereby granted, and all rights and privileges incident thereto.

TO HAVE AND TO HOLD the said Easement, unto the City, its licensees, agents, successors and assigns until the relocation of all Existing Facilities from the Easement Area (subject to the provisions below) has

occurred (“Relocation”). This Easement shall automatically expire on the date that the last of the Existing Facilities is Relocated in accordance with the terms herein and the City shall have no further rights hereunder. Upon request by Grantor, the City shall sign a recordable confirmation of the expiration of this Easement.

In connection with the foregoing easement and Relocation of all Existing Facilities from the Easement Area, the Grantor and City hereby acknowledge and agree that:

- 1) The City has agreed to and shall remove all of its electrical Existing Facilities, including the existing overhead distribution facilities, from the Easement Area, which, upon completion, is the Relocation of the electrical Existing Facilities. On or before a demolition permit for the Gulfstream Hotel Urban Mixed Use Planned Development is issued pursuant to City Ordinance No. 2022-09; (“Demolition Permit”), the City shall remove its overhead electrical wires from the Easement Area. The City shall remove the remaining electrical Existing Facilities, including the pole, within thirty (30) days after all equipment owned by other providers has been removed from the electrical Existing Facilities.
- 2) The Grantor, as part of the development of the Gulfstream Hotel Urban Mixed Use Planned Development, is responsible for installing new utility facilities that will serve as functional relocation of and enable removal or abandonment in place of the Existing Facilities, other than electrical (“Replacement Facilities”). The City is unable to relocate, remove or abandon the Existing Facilities, other than electrical, until the Replacement Facilities are properly installed. Upon such installation the City will connect with the Replacement Facilities, as provided herein which, upon completion, is the Relocation of the Existing Facilities. No later than forty-five (45) days after substantial completion is achieved for each of the Replacement Facilities, the City will complete the Relocation for the applicable Existing Facility. Upon completing the Relocation, the City shall permit, in whole or in part at the discretion and cost of the Grantor, the removal or abandonment in place of the applicable Existing Facility. At the City’s request, Grantor will execute a standard Bill of Sale to the City for each of the Replacement Facilities.

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 maintain the Easement Area in a clean and well-kept condition during and immediately after the performance of any work by the City or on behalf of the City; (c) to restore any of the Property disturbed by work undertaken by the City for purposes of removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work; (d) to not unreasonably interfere with the use of the Property by Grantor or any of Grantor’s tenants, invitees or guests; and (e) to be responsible for all costs associated with the City’s removal, demolition and/or maintenance pursuant to this Easement.

Additionally, the City shall be responsible for any release of any environmental pollutants in connection with its operation, maintenance, or removal of the drainage and utilities within the Easement Area. The City shall ensure that any release of environmental pollutants is diligently removed or remediated in accordance with applicable law and the City shall, within a reasonable timeframe, replace and restore the affected area to substantially the same condition as existed prior to any such release.

This Easement shall run with the land and be binding on all successors and assigns of the Property.

IN WITNESS WHEREOF, Grantor has made and executed this Easement as of the day and year set forth above.

EXHIBIT "A"
Legal Description of Property

GULFSTREAM HOTEL CONSOLIDATION PLAT
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, TOGETHER WITH THAT CERTAIN 10 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJACENT TO SAID LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, ALL OF "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"
Legal Description of Easement Area

That certain 10 foot wide strip of land lying west of and adjacent to the following described parcel:

Lots 9, 10, 11 and the northerly 24.50 feet of Lot 12, Block 33, THE PALM BEACH FARMS COMPANY PLAT NO 2, LUCERNE TOWNSITE (now known as Lake Worth Beach), according to the Plat thereof as recorded in Plat Book 2, Pages 29 through 40, of the Public Records of Palm Beach County, Florida, said land lying in the Lucerne Townsite, Palm Beach County, Florida

