

Return to:

Marcel Korman
City of Lake Worth Beach
1900 2nd Ave N
Lake Worth Beach, FL 33460

UTILITY EASEMENT

THIS EASEMENT is made, granted and entered into this _____ day of _____, 20__, by **Gulfstream of Lake Worth Condominium Association, Inc.**, a Florida corporation, with a mailing address of 5350 10th Ave. North, Suite 1, Greenacres, FL 33463 ("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 15 S. Golfview Road and 31 S. Golfview Road, Lake Worth Beach, Florida, as more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor has authority to grant easements for utilities over, across, under and through the Common Elements of 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 "B" attached hereto and incorporated herein, in the electric utility vault or meter room of each building on the Property, attached to the exterior of the buildings on the Property, and as more particularly described in Exhibit "C", attached hereto and incorporated herein (collectively, the "Easement Area"); and

WHEREAS, the Easement Area is within the Common Elements of the Property; 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 and has authority under the Declaration of Condominium recorded at OR Book 3010, Page 189, of the Official Records of Palm Beach County, Florida, and by vote of its membership 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.

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.

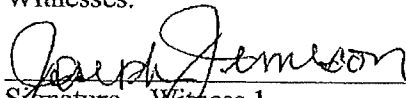
The Grantor does hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever claimed by, through, or under it, that it has good right and lawful authority to grant the above-described easement, and that the same is unencumbered or if encumbered,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

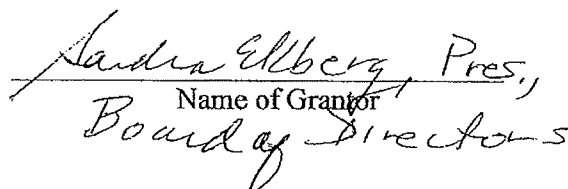
This Easement shall run with the land and shall be binding upon and shall inure to the benefit of the respective parties, their successors or assigns and grantees. This Easement shall continue unless or until the City terminates its rights herein provided by written notice to the Grantor, its successors 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


Name of Grantor

JOSEPH JIMSON
Print Name – Witness 1

BX, NY 10465
Address

OB EDGEWATER DK
Signature – Witness 2

By: _____
Name: _____

Print Name – Witness 2

Address

Witnesses:

Signature – Witness 1

Name of Grantor

Print Name – Witness 1

Address

By: _____
Name: _____

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 Sandra Ekberg, 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 13th day of August, 2024.



Donna Marie Rhodes
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"

Description of Property

Lot 12, less the northerly 24.50 feet, and Lots 13 through 16, Block 33, The Palm Beach Farms Co. 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



Gulfstream of Lake Worth Condominium Association, Inc.

LEGAL DESCRIPTION:

AN EASEMENT LYING WITHIN BLOCK 33 OF THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 2. OF THE TOWNSITE OF LUCERNE, AS RECORDED IN PLAT BOOK 2, AT PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING AND SITUATE IN SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 33; THENCE NORTH 88°33'13" WEST, ALONG THE SOUTH LINE OF SAID BLOCK 33, A DISTANCE OF 135.00 FEET; THENCE NORTH 01°22'40" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF THE ALLEYWAY LYING WITHIN SAID BLOCK 33, A DISTANCE OF 81.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°22'40" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°37'20" EAST, ALONG THE SOUTHERLY EDGE OF A SIDEWALK AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 10.00 FEET; THENCE SOUTH 01°22'40" WEST, A DISTANCE OF 10.00 FEET TO THE FACE OF THE NORTH WALL OF A 2-STORY CONCRETE BLOCK STRUCTURE BUILDING CALLED THE "HAMPSHIRE" BUILDING OF THE GULFSTREAM CONDOMINIUM, AND SHOWN IN THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3010, AT PAGE 189 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 88°37'20" WEST, ALONG THE FACE OF SAID NORTH WALL AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINS 100.0 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 33, OF THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 2. OF THE TOWNSITE OF LUCERNE, RECORDED IN PLAT BOOK 2, AT PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF N88°33'13"W.


LEGEND:

- PG = PAGE
- PB = PLAT BOOK
- C.B.S. = CONCRETE BLOCK STRUCTURE
- ORB = OFFICIAL RECORD BOOK

BY: _____ DATE: _____

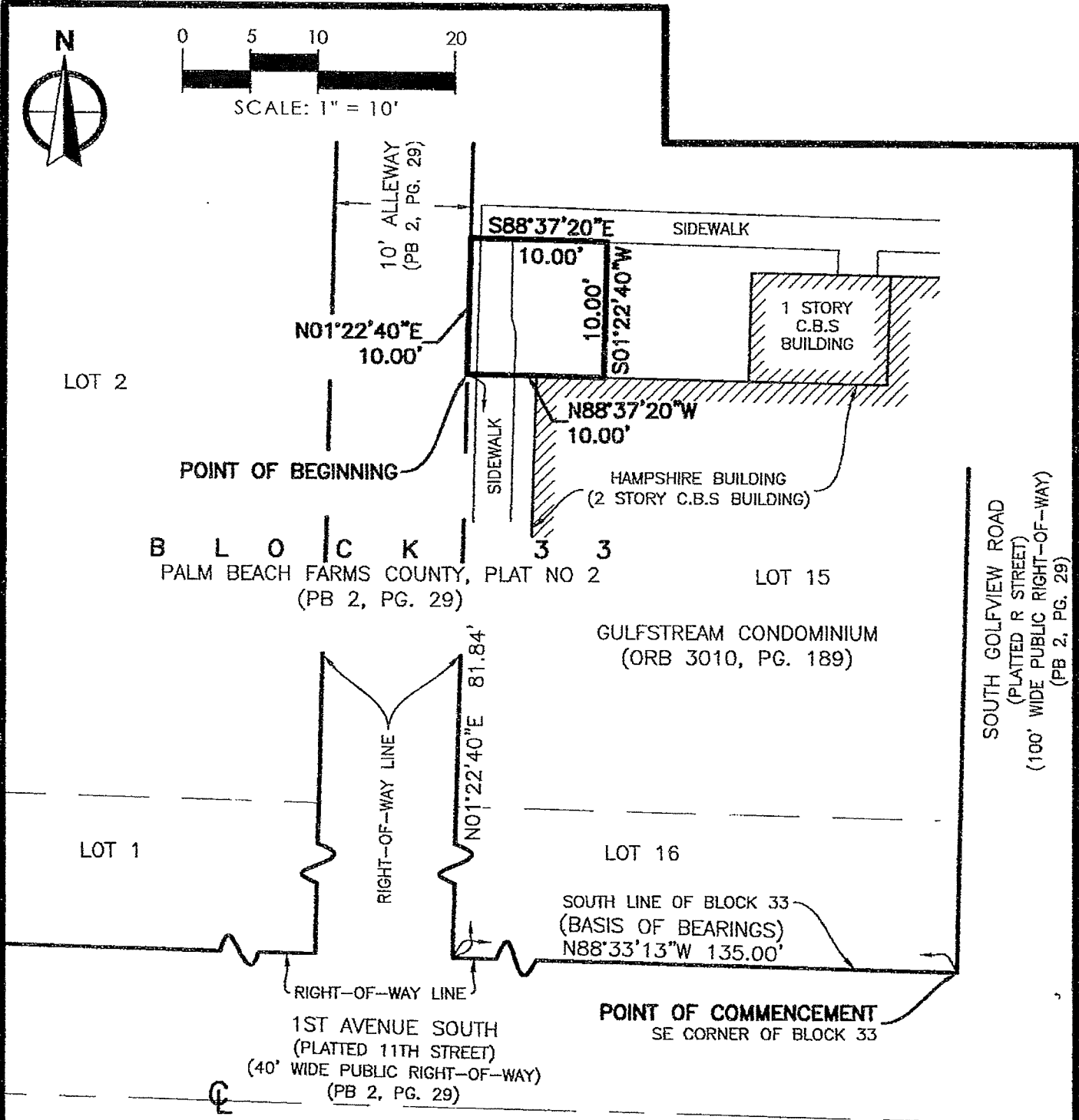
ERIC R. MATTHEWS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6717

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)


PROJECT: GULFSTREAM CONDO EASEMENT	TASK: LEGAL DESCRIPTION										
PREPARED BY:  PHONE NO. 561.687.2220 CERT NO. 33574 LB NO. 7055 2035 VISTA PARKWAY WEST PALM BEACH, FL 33411	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">CAD</td> <td>923309-SV-S&L.DWG</td> </tr> <tr> <td>DRAWN/DESIGNED</td> <td>AS</td> </tr> <tr> <td>CHECKED/QC</td> <td>ERM</td> </tr> <tr> <td>JOB NO.</td> <td>9233.09</td> </tr> <tr> <td>DATE</td> <td>07/15/24</td> </tr> </table>	CAD	923309-SV-S&L.DWG	DRAWN/DESIGNED	AS	CHECKED/QC	ERM	JOB NO.	9233.09	DATE	07/15/24
CAD	923309-SV-S&L.DWG										
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JOB NO.	9233.09										
DATE	07/15/24										
SHEET: 1 of 2											

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(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: GULFSTREAM CONDO EASEMENT		TASK: SKETCH	
PREPARED BY:  2035 VISTA PARKWAY WEST PALM BEACH, FL 33411	PHONE NO. 561.687.2220	CAD	923309-SV-S&L.DWG
	CERT NO. 33574	DRAWN/DESIGNED	AS
	LB NO. 7055	CHECKED/QC	ERM
		JOB NO.	9233.09
	DATE	07/15/24	SHEET: 2 of 2