

Return to:

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

UTILITY EASEMENT

THIS UTILITY EASEMENT, executed this 13th day of June, 2024, by **Morguard Emerald Apartments LLC**, a Florida limited liability company, with a mailing address of 551 S. Pompano Pkwy., Pompano Beach, FL 33069 (“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 Emerald Lake Housing Tract 1, as recorded in Plat Book 94, Page 80, of the Public Records of Palm Beach County, Florida, general located at 4665 Emerald Vis (Parcel Control Number: 70-43-44-30-17-008-0010) (the “Property”); and

WHEREAS, the City desires an unrestricted and nonexclusive easement for public utility purposes across and through the Grantor’s northern ten (10) foot buffer easement at Property as more particularly described in Exhibit “A” 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.

Subject to covenants, restrictions, easements, and other matters of record, any matter that would be disclosed by an accurate and complete survey of the Easement Area, and taxes and assessments for 2024 and subsequent years; provided, however, this reference shall not operate to reimpose the same, 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 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.

[signatures on following pages]

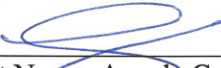
IN WITNESS WHEREOF, the undersigned has signed and sealed this Easement on the day and year first above written.

Signed, sealed and delivered in the presence of:

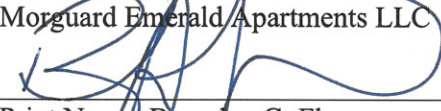
Witnesses:



Print Name: Elizabeth Pegas-Ferreira
Address: 55 City Centre Drive, Suite 800
Mississauga, ON L5B 1M3



Print Name: Angela Craig
Address: 55 City Centre Drive, Suite 800
Mississauga, ON L5B 1M3


Morguard Emerald Apartments LLC


Print Name: Beverley G. Flynn
Print Title: Vice President
Corporate Seal:

COUNTRY OF CANADA
PROVINCE OF ONTARIO
CITY OF TORONTO

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 Beverley G. Flynn as the Vice President of Morguard Emerald Apartments LLC, a Florida limited liability company, who is authorized to sign this document and who is personally known to me or who have produced a _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 13th day of June 2024.



Notary Public
My Commission Expires: n/a

The City Commission of the City of Lake Worth Beach hereby accepts this grant of easement from Morguard Emerald Apartments LLC on this ____ day of _____, 2024.

CITY ACCEPTANCE:

ATTESTS:

CITY OF LAKE WORTH BEACH

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

CONSENT AND JOINDER

The undersigned, CBRE MULTIFAMILY CAPITAL, INC., a Delaware corporation (“Mortgagee”), is the owner and holder the following documents (collectively, the “Mortgage Documents”), executed by Morguard Emerald Apartments LLC, a Florida limited liability company (“Mortgagor”):

Multifamily Mortgage, Assignment of Rents and Security Agreement, made by Mortgagor in favor of Prudential Multifamily Mortgage, Inc., recorded December 23, 2008 in Book 23007, Page 515, in the Official Records of Palm Beach County, Florida (“Official Records”);

as modified by Modification of Multifamily Mortgage, Assignment of Rents and Security Agreement executed by Mortgagor in favor of Prudential Multifamily Mortgage, Inc., recorded January 7, 2009 in Book 23024, Page 938, in the Official Records;

as assigned by Assignment of Multifamily Mortgage, Assignment of Rents and Security Agreement from Prudential Multifamily Mortgage, Inc., to Fannie Mae Recorded on December 23, 2008 in Book 23007, Page 570, in the Official Records;

as further assigned by an Assignment of Mortgage made by Fannie Mae to CBRE Multifamily Capital, Inc., recorded January 6, 2014 in Official Records Book 26543, Page 591, in the Official Records;

as amended by that certain Consolidated, Amended and Restated Multifamily Mortgage, Assignment of Leases and Rents Security Agreement and Fixture Filing made by Mortgagor to CBRE Multifamily Capital, Inc., recorded January 6, 2014 in Book 26543, Page 593, and re-recorded in Official Records Book 26593, Page 1452, in the Official Records;

as assigned by an Assignment of Consolidated Security Instrument from CBRE Multifamily Capital, Inc., to Fannie Mae, recorded January 6, 2014 in Book 26543, Page 621, in the Official Records;

as further amended by that certain Consolidated, Amended and Restated Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Mortgagor to CBRE Multifamily Capital, Inc., dated October 1, 2020, recorded October 7, 2020, in Book 31804, Page 319, in the Official Records;

as assigned by an Assignment of Consolidated Security Instrument from CBRE Multifamily Capital, Inc, to Fannie Mae, dated October 1, 2020, recorded October 7, 2020, in Book 31804, Page 310, in the Official Records.

Mortgagee hereby consents to and joins in the foregoing Utility Easement between and Mortgagor and City of Lake Worth Beach (the “Easement”) and subordinates the Mortgage Documents encumbering the Property to the Easement.

[signature on following page]

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this _____ day of _____, 2024.

Signed, sealed, and delivered
in the presence of:

CBRE MULTIFAMILY CAPITAL, INC., a
Delaware corporation

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of CBRE MULTIFAMILY CAPITAL, INC., a Delaware corporation, on behalf of the corporation. Such person is personally known to me or has produced _____ as identification.

Signature of Notary Public

Print Name: _____
Notary Public, State and County aforesaid
Commission No.: _____
My Commission Expires: _____

Exhibit "A"

Legal Description of Easement Area with Sketch

Alex Landry P:\9200\9233.06 L-13 Canal Util Esmt Sketch and Legal\SURVEY\Drawings\SURVEY\923306-SV-S&D.dwg ----- Plotted: 4/8/2024 2:56:28 PM Saved: 4/8/2024 2:55:17 PM

LEGAL DESCRIPTION:

A 10 FEET WIDE STRIP OF LAND LYING WITHIN A PORTION OF HOUSING TRACT I, PLAT OF EMERALD LAKE, AS RECORDED IN PLAT BOOK 94, PAGE 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATE IN SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID HOUSING TRACT I, ALSO BEING THE NORTHWEST CORNER OF SAID PLAT OF EMERALD LAKE; THENCE SOUTH 87°50'48" EAST, ALONG THE NORTH LINE OF HOUSING TRACT I, A DISTANCE OF 982.92 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF EMERALD VISTA ROAD, A 50 FOOT WIDE RIGHT-OF-WAY ACCORDING TO SAID PLAT OF EMERALD LAKE; THENCE SOUTH 01°49'31" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 87°50'48" WEST, ALONG A LINE 10 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF HOUSING TRACT I, A DISTANCE OF 982.85 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DAVIS ROAD, A 30 FOOT WIDE RIGHT-OF-WAY, ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 7, AS RECORDED IN PLAT BOOK 5, PAGE 72, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 01°27'02" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

SAID STRIP OF LAND CONTAINS 9,828.84 SQUARE FEET, MORE OR LESS.

LEGEND:

- ☒ = CENTERLINE
- ORB = OFFICIAL RECORD BOOK
- PB = PLAT BOOK
- PG. = PAGE

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 GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT. THE BASIS OF BEARINGS FOR THIS SKETCH IS THE NORTH LINE OF HOUSING TRACT I, PLAT OF EMERALD LAKES, AS RECORDED IN PLAT BOOK 94, AT PAGE 80, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF S87°50'48"E.
3. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES IN U.S. SURVEY FEET.

Eric Matthews

Digitally signed by Eric Matthews

Date: 2024.04.08 15:11:51 -04'00'

BY: _____ DATE: _____

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

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT:
L-13 CANAL & DAVIS RD

TASK:
10' UTILITY EASEMENT

PREPARED BY:

PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055

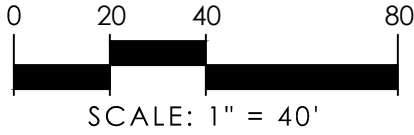


2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

CAD 923306-SV-S&D.DWG

DRAWN/DESIGNED	ALEX L.
CHECKED/QC	ERIC M.
JOB NO.	9233.06
DATE	APRIL 8, 2024

SHEET:
1 of 2



EMERALD VISTA
RIGHT-OF-WAY VARIES
(PB 94, PG. 80)

NO ADDRESS
PCN 00-43-44-30-01-057-0052
(ORB 22788, PG. 1998)

POINT OF BEGINNING
NORTHWEST CORNER OF
HOUSING TRACT I AND
PLAT OF EMERALD LAKES
(PB 94, PG. 80)

LAKE WORTH DRAINAGE DISTRICT L-13 CANAL
75' RIGHT-OF-WAY
(ORB 2340, PG. 624)

DAVIS ROAD
PUBLIC RIGHT-OF-WAY
(PB 5, PG. 72)

N01°27'02"E
10.00' (BASIS OF BEARING)
S87°50'48"E

NORTH LINE OF
HOUSING TRACT I
(PB 94, PG. 80)

S01°49'31"W
10.00'

982.92'

N87°50'48"W

982.85'

SOUTH LINE OF 10'
BUFFER EASEMENT
(PB 94, PG. 80)

WEST RIGHT-OF-WAY
LINE OF EMERALD VISTA
(PB 94, PG. 80)

EAST RIGHT-OF-WAY LINE
OF DAVIS ROAD
(PB 5, PG. 72)

PLAT OF EMERALD LAKE
HOUSING TRACT I
(PB 94, PG. 80)

EMERALD VISTA
PRIVATE RIGHT-OF-WAY
(PB 94, PG. 80)

4532 DAVIS ROAD
PCN 00-43-44-30-01-072-0022
(ORB 32985, PG. 1956)

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT:
L-13 CANAL & DAVIS RD

TASK:
10' UTILITY EASEMENT

PREPARED BY:

PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055



2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

CAD 923306-SV-S&D.DWG

DRAWN/DESIGNED ALEX L.

CHECKED/QC ERIC M.

JOB NO. 9233.06

DATE APRIL 8, 2024

SHEET:

2 of 2

Alex Landry P:\9200\9233.06 L-13 Canal Util Esmt Sketch and Legal\SURVEY\Drawings\SURVEY\923306-SV-S&D.dwg ----- Plotted: 4/8/2024 2:56:28 PM Saved: 4/8/2024 2:55:17 PM