

Prepared by and return to:
Glen J. Torcivia, City Attorney
City of Lake Worth Beach
Attn: City Clerk
7 N. Dixie Highway
Lake Worth Beach, FL 33460

UTILITY EASEMENT

THIS UTILITY EASEMENT is made, granted and entered into this 14th day of July, 2026, by The Lake Worth Cultural Renaissance Foundation, Inc., a Florida not-for-profit corporation, with a mailing address of 1121 Lucerne Avenue, Lake Worth Beach, FL 33460 ("Grantor"), in favor of the CITY OF LAKE WORTH BEACH, FLORIDA, a municipal corporation, having its place of business at 7 North Dixie Hwy., Lake Worth Beach, FL 33460 ("City").

WHEREAS, Grantor is the fee simple owner of certain real property located at 1213 Lake Avenue, Lake Worth Beach, FL 33460, as more particularly described in **Exhibit "A"**, attached hereto and incorporated herein ("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.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK SIGNATURE AND
ACCEPTANCE PAGE FOLLOWS**

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

Signed, sealed and delivered
in the presence of:

GRANTOR:

Lake Worth Cultural Renaissance Foundation, Inc.

Carla Blockson
Carla Blockson, President

Witnesses:

Tessa

Signature - Witness 1

Emily Theodossakos

Print Name - Witness 1

1121 LUCERNE AVE

Address

Signature - Witness 2

Chris Dabros

Print Name - Witness 2

1121 Lucerne Ave - Lake Worth FL, 33460

Address

STATE OF FL

COUNTY OF Palm Beach

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 Lake Worth Cultural Ren. Foundation and Carla Blockson, 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 14 day of July, 2026.

Notary Seal:



[Signature]

Notary Public

CITY ACCEPTANCE:

CITY OF LAKE WORTH BEACH

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

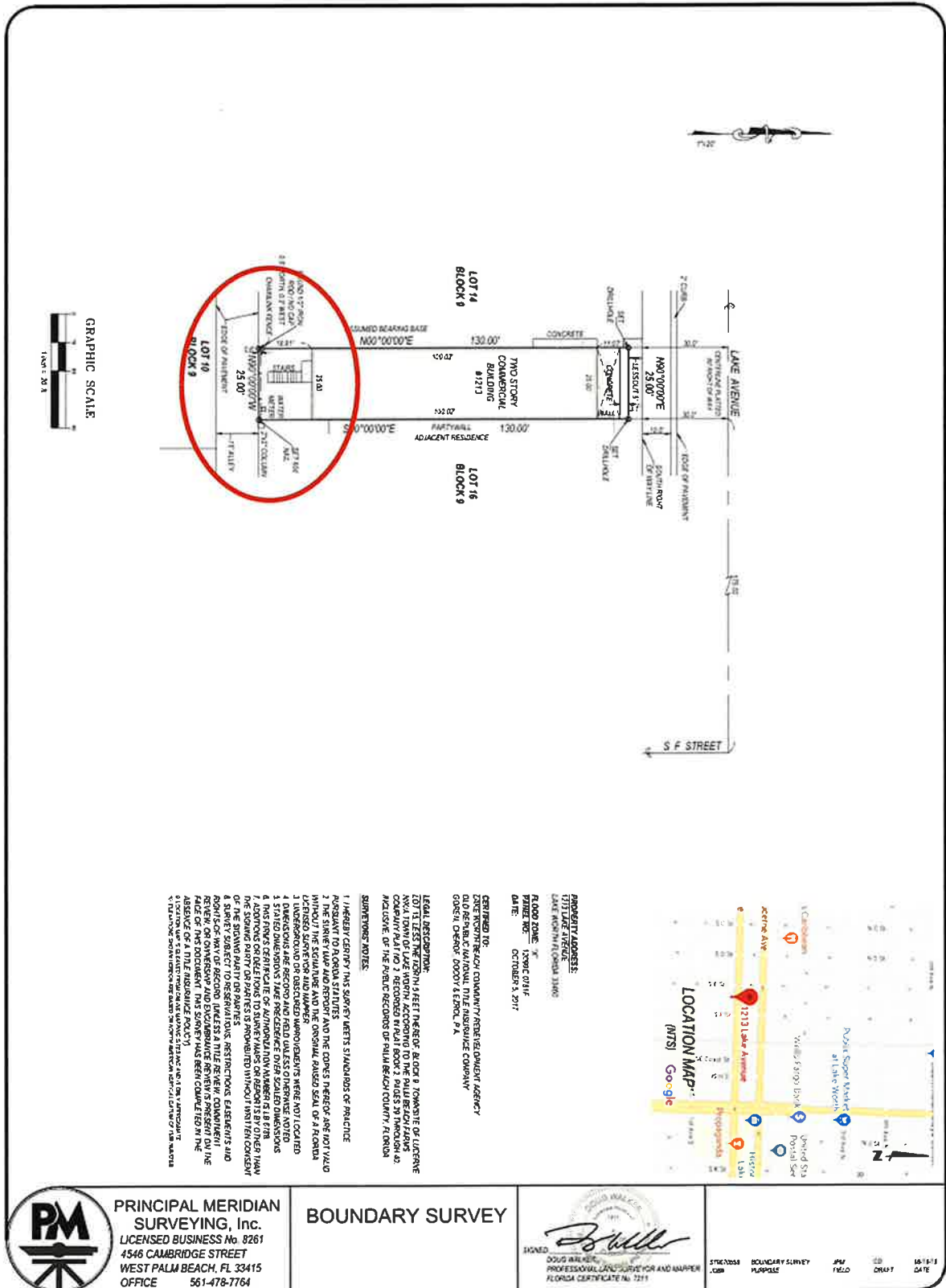


Exhibit "B"
Description of Easement Area with Survey or Sketch
(see attachment)

PROPOSED EASEMENT

LOCATION: 1213 LAKE AVENUE, LAKE WORTH BEACH, FLORIDA 33460

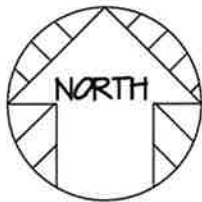
PCN: 38-43-44-21-15-009-0150

OWNER: LAKE WORTH CULTURAL RENAISSANCE FOUNDATION, INC.

LEGAL DESCRIPTION
UTILITY EASEMENT

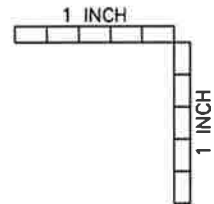
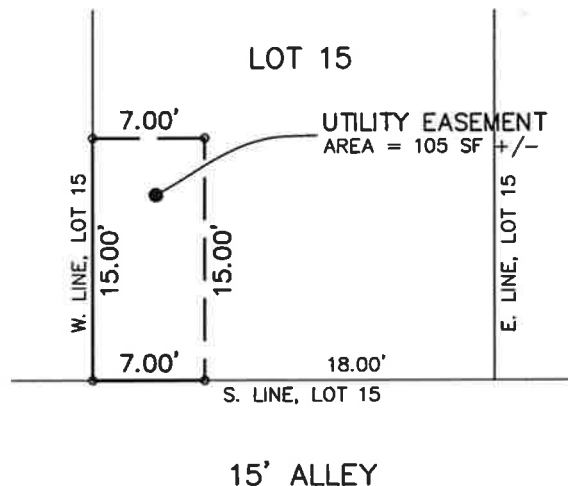
AN EASEMENT OVER, UNDER, AND ACROSS THE WEST 7 FEET OF THE SOUTH 15 FEET OF LOT 15, BLOCK 9, OF PALM BEACH FARMS COMPANY PLAT NO. 2, TOWNSITE OF LUCERNE, NOW KNOWN AS LAKE WORTH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID EASEMENT CONTAINING 105 SQUARE FEET, MORE OR LESS.



SCALE : 1" = 10'
THIS IS THE INTENDED DISPLAY SCALE

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)



SURVEYOR'S NOTES

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS EXHIBIT IS BASED UPON THE PLAT OF RECORD. NO FIELD SURVEY WAS PERFORMED IN CONNECTION WITH THE PREPARATION OF THIS EASEMENT EXHIBIT.

LEGEND:

SF SQUARE FEET
+/- MORE OR LESS

PAGE 1 OF 1
(NOT VALID WITHOUT ALL PAGES)

SKETCH NO.: 822318_2026-06-02.dwg

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH UNDER CHAPTER 5J-17 F.A.C. BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.

RL VAUGHT & ASSOCIATES, INC.

SURVEYORS, MAPPERS & PLANNERS

LICENSED SURVEY BUSINESS NUMBER 5879

9075 SE BRIDGE ROAD; HOBE SOUND 33455

MAIL: P.O. BOX 180 HOBE SOUND, FL 33475

PHONE: 772-546-8086 FAX: 772-546-8087

EMAIL: survey@rvaught.com

DATE OF SKETCH: 06/02/2026

SCALE: N/A W.O. #: 822318

REVISIONS:

STATE OF
FLORIDA

P. Michael Zarrella
FLORIDA REGISTRATION #6736
P. Michael Zarrella PSM