

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 21st day of August, 2025, by **BRIDGE HOLDING LLC** a/k/a Bridge Holding RE LLC, a Delaware limited liability company, with a mailing address of 10135 SW 75 Pl., Miami, Florida 33156 ("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 34460 ("City").

WHEREAS, Grantor is the fee simple owner of certain real property located at 1011 10th Ave. N., 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:

BRIDGE HOLDING LLC, a/k/a
Bridge Holding RE LLC
a Delaware limited liability company

Witnesses:

Signature – Witness 1

Jair Castillo

Print Name – Witness 1

8348 NW 56 St. Doral, FL 33166.

Address

Signature – Witness 2

Jorge Romero

Print Name – Witness 2

8348 NW 56 St Doral, FL 33166

Address

Ricardo Hernandez, Manager

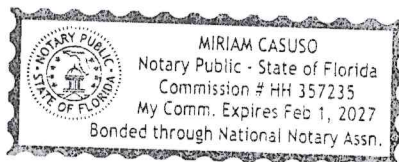
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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 Ricardo Hernandez, Manager of BRIDGE HOLDING LLC, a/ka/ Bridge Holding RE LLC, a Delaware limited liability company, on the behalf of the 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 21 day of August, 2025.

Notary Seal:

Notary Public



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

Exhibit "A"

Description of Property with Survey or Sketch
(see attachment)

PARCEL 1:

Lot 10, Block 272, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Less that certain portion of premises as recorded in O.R. Book 1445, Page 402, Public Records of Palm Beach County, Florida.

PARCELS 2 and 3:

Lots 7 and 8, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCELS 4 and 5:

Lots 3, 4, 5 and 6, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCEL 6:

Lot 2, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

Exhibit "B"

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

THE EAST 41.92 FEET OF THE NORTH 10 FEET OF LOT 8, BLOCK 274, OF "PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE, KNOWN AS LAKE WORTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 02, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

CITY OF LAKE WORTH BEACH ELECTRIC UTILITY EASEMENT

1011 10th AVE N

LEGAL DESCRIPTION:

A CITY OF LAKE WORTH BEACH ELECTRIC UTILITY EASEMENT LYING OVER AND ACROSS THE EAST 41.92 FEET OF THE NORTH 10 FEET OF LOT 8, BLOCK 274, OF "PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE, KNOWN AS LAKE WORTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 02, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID CITY OF LAKE WORTH BEACH ELECTRIC UTILITY EASEMENT IS SUBJECT TO DEDICATIONS OF RECORDS, CONDITIONS, RESTRICTIONS, EASEMENTS, LIMITATIONS, AND ZONING ORDINANCES, IF ANY.

GENERAL NOTES:

THIS DESCRIPTION AND SKETCH TO ACCOMPANY LEGAL DESCRIPTION **DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.**

THE DESCRIPTION AND SKETCH IS BASED ON THE PALM BEACH COUNTY PROPERTY APPRAISER'S PROPERTY SEARCH REPORT FOR PARCEL CONTROL NO. 38-43-44-21-15-272-0100 AND THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 33244 AT PAGE 1687, AS EVIDENCED THEREON. NO TITLE SEARCH HAS BEEN CONDUCTED BY NOR WAS A TITLE REPORT PROVIDED TO THE SURVEYOR. THERE MAY BE EASEMENTS, RIGHTS-OF-WAY AND/OR OTHER ENCUMBRANCES AFFECTING THE EASEMENT AREA NOT DISCLOSED HEREON THAT A TITLE REPORT WOULD EVIDENCE.

THE INTENT OF THIS EASEMENT IS TO ENCOMPASS THE PROPOSED ELECTRIC LINES AND RELATED FACILITIES, AS SHOWN ON THE ELECTRICAL SITE PLAN, PAGE NO.E101, DATED 10/01/2023, AS PROVIDED BY CLIENT.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS LEGAL DESCRIPTION AND THE ACCOMPANYING SKETCH WAS PREPARED UNDER MY DIRECTION AND THAT IN MY PROFESSIONAL OPINION IS TRUE AND CORRECT. I FURTHER CERTIFY THAT THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE STANDARDS OF PRACTICE, ADOPTED BY THE BOARD OF PROFESSIONAL SURVEYOR'S AND MAPPERS, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

DATED: 07/22/2025

E.R. BROWNELL & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION LB 761



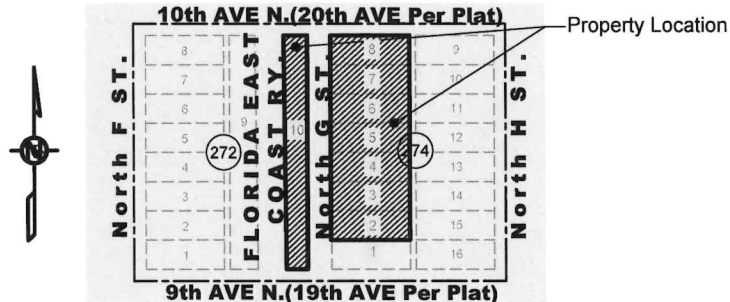
THOMAS BROWNELL
EXECUTIVE VICE PRESIDENT
PROFESSIONAL LAND SURVEYOR #2891
STATE OF FLORIDA



THE SURVEY MAP AND NOTES AND/OR REPORT OR THE COPIES THEREOF, CONSISTING OF 2 SHEETS WHERE EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS AND IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER ON SHEET 1 OF 2. ANY ADDITIONS OR DELETIONS TO THE DESCRIPTION AND ACCOMPANYING SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

E.R. Brownell & Associates, Inc. CONSULTING ENGINEERS • SURVEYORS & MAPPERS • LAND PLANNERS 4957 SW 74TH COURT MIAMI, FLORIDA 33155 PHONE: 305-860-3866 FAX: 305-860-3870 workrequest@erbrownell.com	LAKE WORTH BEACH, FL 33460		
	Drawn By: AM	Job No.: 58767	Sketch No.: SM-6269
	Scale: 1" = 50'	Date: 07/22/2025	Sheet: 1 OF 2

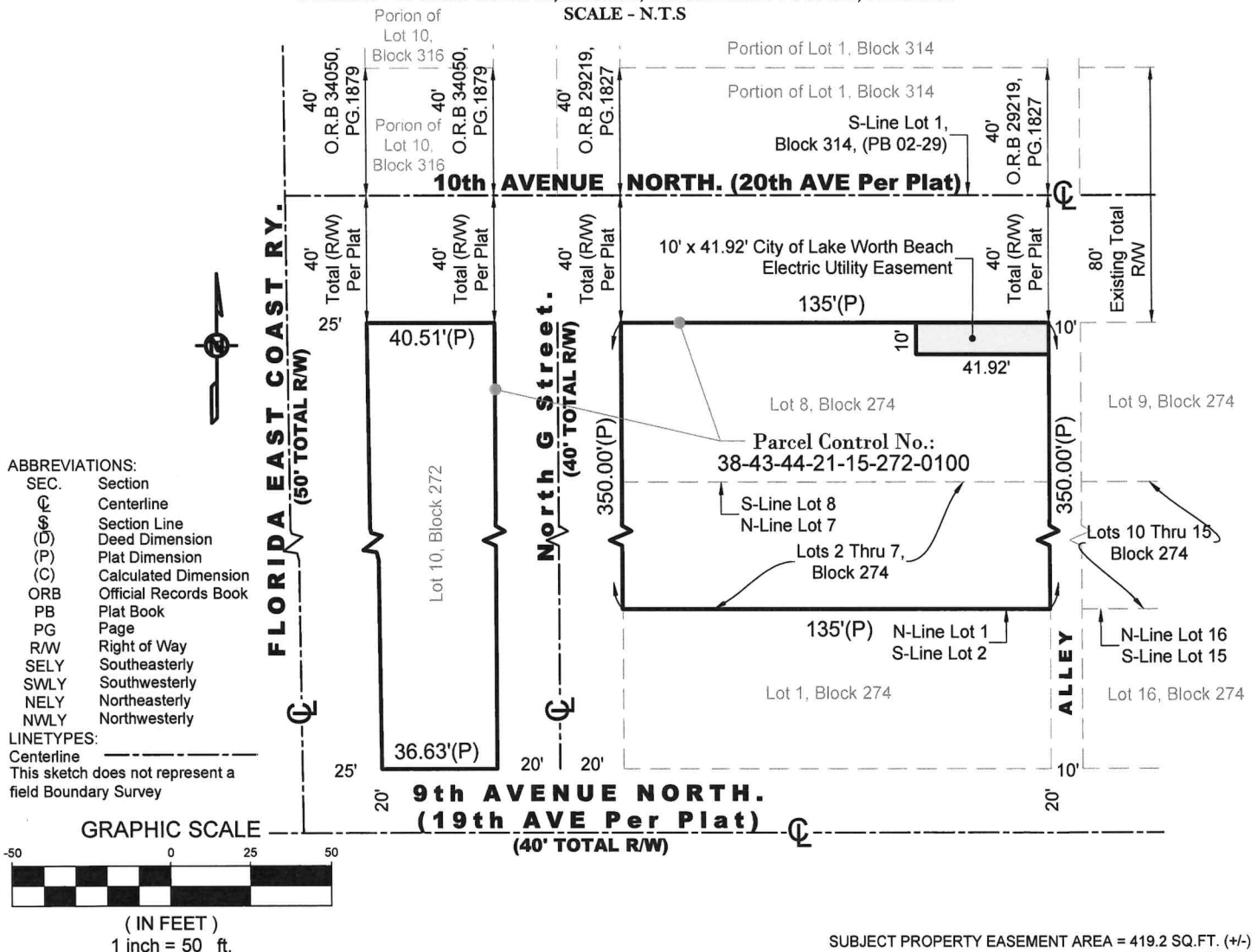
10th AVE N.(20th AVE Per Plat)



LOCATION MAP

PORTION OF PLAT BOOK 02, PAGE 29, PALM BEACH COUNTY, FLORIDA

SCALE - N.T.S



SUBJECT PROPERTY EASEMENT AREA = 419.2 SQ.FT. (+/-)

		LAKE WORTH BEACH, FL 33460	
CONSULTING ENGINEERS • SURVEYORS & MAPPERS • LAND PLANNERS 4957 SW 74TH COURT PHONE: 305-860-3866 FAX: 305-860-3870		MIAMI, FLORIDA 33155 workrequest@erbrownell.com	
Drawn By:	AM	Job No.: 58767	Sketch No.: SM-6269
Scale:	1" = 50'	Date: 07/22/2025	Sheet: 2 OF 2