

Prepared by and Return to:

Christy L. Goddeau, Esq.
City of Lake Worth Beach
7 N. Dixie Highway
Lake Worth Beach, FL 33460

UTILITY EASEMENT

THIS EASEMENT is made, granted and entered into this _____ day of June, 2024, by THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic of the State of Florida, with a mailing address of 3661 Interstate Park Rd North, Suite 200, Riviera Beach, Florida 33404 (“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 1515 Barton Road, Lake Worth Beach, Florida, as more particularly described in Exhibit “A”, attached hereto and incorporated herein (the “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 grants 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 promptly restore, re-sod, repair or replace any of the Property disturbed or damaged 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 to 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.

City hereby expressly agrees that in the event that City abandons its use of the Easement Area for the purposes herein expressed, this Easement shall become null and void, and all right, title and interest in and to the Easement Area shall revert to the Grantor.

Grantor hereby covenants with City that it is lawfully seized and in possession of the Property herein described and that it has good and lawful right to grant the aforesaid easement.

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

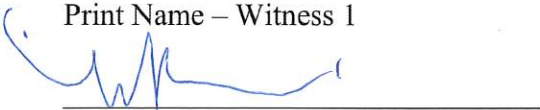


Michael J. Burke, Superintendent

michele Stearns

Print Name – Witness 1

Reviewed and Approved for Legal Sufficiency:



Signature – Witness 2

By: 

Kristin A. Vara-Garcia,
School Board Attorney

Mardner Senior

Print Name – Witness 2

STATE OF FLORIDA

COUNTY OF PALM BEACH

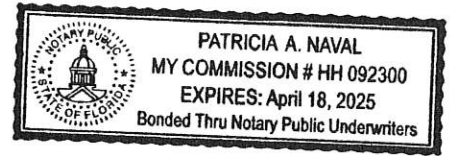
I HEREBY CERTIFY that on this day, before me, by means of physical presence or online notarization, the foregoing Utility Easement was acknowledged before me by Michael J. Burke, Superintendent of the School Board of Palm Beach County, Florida, as Grantor herein who is personally known to me or who has produced _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 26th day of June, 2024.

Patricia Naval

Notary Public

My Commission Expires:



CITY ACCEPTANCE:

ATTEST:

CITY OF LAKE WORTH BEACH

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Christy L. Goddeau, Esq.

Exhibit "A"

Description of Property with Survey or Sketch

Education Foundation of Palm Beach County Headquarters, warehouse, and school supply store

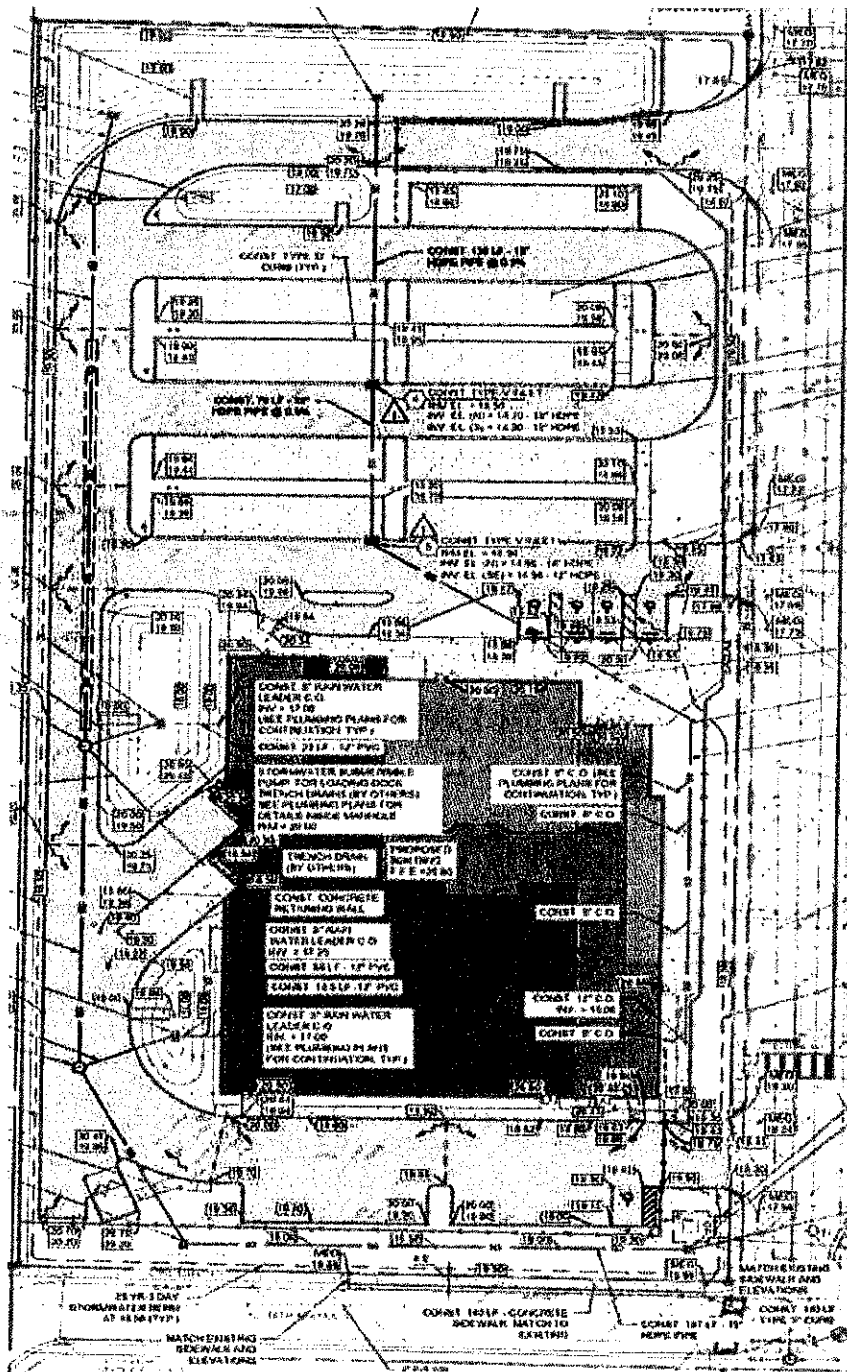


Exhibit "B"

Description of Easement Area with Survey or Sketch

Utility easement will be located at the southeast corner of the property approximately 24 linear feet from the southmost public road and 10 linear feet from the eastmost public road.

