

Return to:
City of Lake Worth
City Clerk
7 North Dixie Hwy.
Lake Worth, FL 34460

UTILITY EASEMENT

THIS UTILITY EASEMENT is made this ____ day of _____ 20__, by and between _____ (“Grantor”) and **CITY OF LAKE WORTH**, a Florida municipal corporation (“City”).

WITNESSETH

WHEREAS, the Grantor is the owner of property generally located at _____, Lake Worth, Florida, and as legally 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 described and mapped 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, for and in consideration of the mutual covenants and other valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor and the City, the Grantor grants unto the City, its licensees, agents, successors and assigns:

A perpetual, unrestricted and nonexclusive easement in, over, under, through, upon and across the Easement Area for the purpose of providing utility services to and from properties or lands or maintain the same, which may include the Property, also for the City 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 utility pipes, mains, appurtenances and devices; to maintain, repair, rebuild, operate and control utility transmission lines; 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.

TO HAVE AND TO HOLD the said Easement, unto the City, its licensees, agents, successors and assigns forever. It being expressly understood, however, that in the event the City, its licensees, successors and assigns, abandons or vacates the easement herein granted, that the same shall revert back to Grantor, its heirs, successors or assigns.

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.

Signed, sealed and delivered
In the presence of:

_____ (Owner)

Signature of Witness

Print Name: _____

Printed Name of Witness

Print Title: _____

Signature of Witness

[Corporate Seal]

Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public

The City of Lake Worth accepted the foregoing Easement on _____, 20__.

City of Lake Worth

Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Pam Lopez, City Clerk

Glen J. Torcivia, City Attorney

EXHIBIT "A"
Legal Description of Property

EXHIBIT "B"

Legal Description and Survey of Easement Area