

**Record & Return To:  
Maura A. Ziska, Esquire  
Kochman & Ziska PLC  
222 Lakeview Avenue Suite 1500  
West Palm Beach, FL 33401**

## **GRANT OF UTILITY AND MAINTENANCE ACCESS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **PALM BEACH COUNTRY CLUB, INC., a Florida corporation**, whose mailing address is 760 North Ocean Boulevard, Palm Beach, Florida 33480, hereinafter referred to as "**Grantor**", owners of the property described below, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, **DO HEREBY GRANT** unto the **TOWN OF PALM BEACH**, a municipal corporation existing under the laws of the State of Florida, whose address is 360 South County Road, Palm Beach, Florida 33480, hereinafter referred to as the "**Town**", a non-exclusive Utility and Maintenance Access Easement for the purposes of allowing the installation, maintenance, inspection and monitoring of pumps, 750 KW emergency generator, 2,000 gallon fuel tank, inlet piping, mechanical, electrical, landscaping, painting, and support structures and facilities that is defined by the Record Drawings, see Exhibit C, that is essential to the D-8 Storm Water Pump Station Improvements including the D-8 Outfall Area and associated piping and allowing the Town, their agents and employees access to the easement area for matters related to the installation, maintenance and necessary repair of such Pump Station and Outfall Areas including accessory equipment and piping within the following described land lying and being situated in Palm Beach County, Florida, to wit:

**See Exhibit "A" attached hereto for complete legal description and sketch of the easement area for the D-8 Pump Station Area, Exhibit "B" attached hereto for the complete legal description and sketch of the easement area for the D-8 Outfall Area, and Exhibit "C" attached hereto for the complete description of the D-8 work improvements defined by the Town's Record As-built Drawings dated March 29, 2006 drawings C-1 thru C-32.**

IT IS EXPRESSLY COVENANTED AND AGREED, that this easement grants the Town, as well as its agents and employees, the authority to access and enter upon the easement area to operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect the water main in, under and across the easement premises. However, prior to any such non-

emergency activity occurring on the property, the Town shall provide the Grantor with advance reasonable notice.

FURTHERMORE, that this Grant of Utility and Maintenance Access Easement does in no way convey the fee simple title to this property nor shall it be intended to be construed as dedication of the area for public use, but is only a Grant of Utility and Maintenance Access Easement for the uses and purposes stated herein. In the event that this parcel of property is no longer necessary for use by the Town as a utility and maintenance access easement as stated above, all rights, titles, and interests herein granted shall be released to the Grantor, their successors and/or assigns in title, by Quit Claim Deed. The Town shall be responsible for restoring the property to its pre-installation state upon completion of the D-8 Storm Water Pump Station and Outfall Areas. Thereafter, the Grantor shall be responsible for the general maintenance of the above-ground area owned by the Grantor, including landscaping, including hedges, ground cover, painting and landscape irrigation which may be installed in and/or adjacent to the easement area which is subject to this grant of easement including security of their facilities and environmental contamination of said structures. Should the property be damaged, in any way, or at any time, whatsoever, due to the use of this easement by the Town, including its agents and/or employees, for the purposes set forth herein, the Town shall, at its own cost and expense, restore the property to its pre-damage condition including environmental cleanup by the EPA or associated governmental authority when required.

Grantor shall be allowed to construct a fence and/or hedge and landscaping in the easement area depicted in Exhibit "A" and the Grantee/Town shall permit such improvements within the easement area without the need for any special approvals.

IN WITNESS WHEREOF, the Grantors have hereunto caused this Grant of Easement to be signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Signed, Sealed, and Delivered  
in the presence of:

**Owner/Grantor:**

Palm Beach County Club, Inc.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

STATE OF FLORIDA                    )  
                                                  ) ss:  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020 by Robert A. Schlager, as President of the Palm Beach Country Club, Inc., a Florida corporation, on behalf of the corporation, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(Seal)

\_\_\_\_\_  
Notary Public  
State of Florida