

**RESOLUTION NO. 42-09-10**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ACCESS EASEMENT AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND K-INDUSTRIES LLC AND; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (Town) has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is the fee simple owner of certain real property more particularly described on **Exhibit "A,"** attached hereto and incorporated herein (hereinafter the Easement Property); and

**WHEREAS**, the Town agrees to grant to K-Industries, LLC (Grantee) a non-exclusive roadway and right-of-way easement across the Easement Property to provide Grantee ingress and egress through the Easement Property to the property of Grantee for the benefit of Grantee, its heirs, assignees and invitees; and,

**WHEREAS**, Grantee requires this easement in order for its employees, students and visitors to have ingress and egress to and from its property and,

**WHEREAS**, the parties have agreed to memorialize the terms pursuant to which the Grantee shall have access to and through the Easement Property by executing an Access Easement Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1.** The foregoing recitals are incorporated herein as true and correct findings of the Town Commission.

**Section 2.** The Mayor is hereby authorized and directed to execute the Access Easement Agreement which is attached hereto and incorporated herein as **Exhibit "B"**.

**Section 3.** This Resolution shall be effective upon adoption.

The foregoing Resolution was offered by Commissioner Rumsey who moved its adoption. The motion was seconded by Vice-Mayor Osterman and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	<u>/</u>	___
VICE-MAYOR PATRICIA OSTERMAN	<u>/</u>	___
COMMISSIONER STEVEN HOCKMAN	<u>/</u>	___
COMMISSIONER JEANINE LONGTIN	<u>/</u>	___
COMMISSIONER KENDALL RUMSEY	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 42-09-10 duly passed and adopted this 15 day of September, 2010.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois  
DESCA DUBOIS  
MAYOR

ATTEST:

Vivian M. Lemley  
VIVIAN M. LEMLEY

TOWN CLERK



FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas J. Baird  
THOMAS J. BAIRD  
TOWN ATTORNEY

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF ACCESS EASEMENT**

**DESCRIPTION & SKETCH  
PREPARED FOR:  
K INDUSTRIES, LLC**

**ACCESS EASEMENT  
TOWN OF LAKE PARK**

**LEGAL DESCRIPTION**

A PARCEL OF LAND, LYING IN SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE ALONG THE WEST LINE OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 20, NORTH 01°21'11" EAST, A DISTANCE OF 1350.87 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 20 AND A POINT ON THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 12063, PAGE 1842 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINES, SOUTH 88°29'41" EAST, A DISTANCE OF 845.77 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 12063, PAGE 1842, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 6574, PAGE 530, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID PARCEL OF LAND AND ALONG THE BOUNDARY LINE OF SAID RIGHT-OF-WAY; SOUTH 01°22'57" WEST, A DISTANCE OF 29.99 FEET; THENCE CONTINUE ALONG SAID EAST LINE AND SAID BOUNDARY LINE OF RIGHT-OF-WAY, SOUTH 88°29'35" EAST, A DISTANCE OF 3.34 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE DEPARTING SAID EAST LINE AND CONTINUE ALONG SAID BOUNDARY LINE OF RIGHT-OF-WAY, NORTH 01°18'43" EAST, A DISTANCE OF 20.01 FEET; THENCE CONTINUE ALONG SAID BOUNDARY LINE OF RIGHT-OF-WAY, SOUTH 88°41'23" EAST, A DISTANCE OF 83.18 FEET; THENCE DEPARTING SAID BOUNDARY LINE OF RIGHT-OF-WAY, SOUTH 01°30'19" WEST, A DISTANCE OF 79.98 FEET TO A POINT ON THE NORTH LINE OF PARCEL 1, AS DESCRIBED IN OFFICIAL BOOK 11995, PAGE 853, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, NORTH 88°42'54" WEST, A DISTANCE OF 82.90 FEET TO A POINT ON THE SAID EAST LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 12063, PAGE 1842; THENCE ALONG SAID EAST LINE, NORTH 01°18'43" EAST, A DISTANCE OF 60.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.153 ACRES OR 6,643 SQUARE FEET MORE OR LESS.

**SURVEYOR'S NOTES:**

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: JULY 16, 2010

LIDBERG LAND SURVEYING, INC.

**ABBREVIATIONS:**

NE = NORTHEAST  
 NW = NORTHWEST  
 ORB = OFFICIAL RECORD BOOK  
 POB = POINT OF BEGINNING  
 POC = POINT OF COMMENCEMENT  
 ROW = RIGHT-OF-WAY

DAVID C. LIDBERG  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 3613

09/02/10 REVISED SKETCH & DESCRIPTION 00-072-410A L.J.C.  
 08/03/10 REVISED SKETCH & DESCRIPTION 00-072-410 L.J.C.

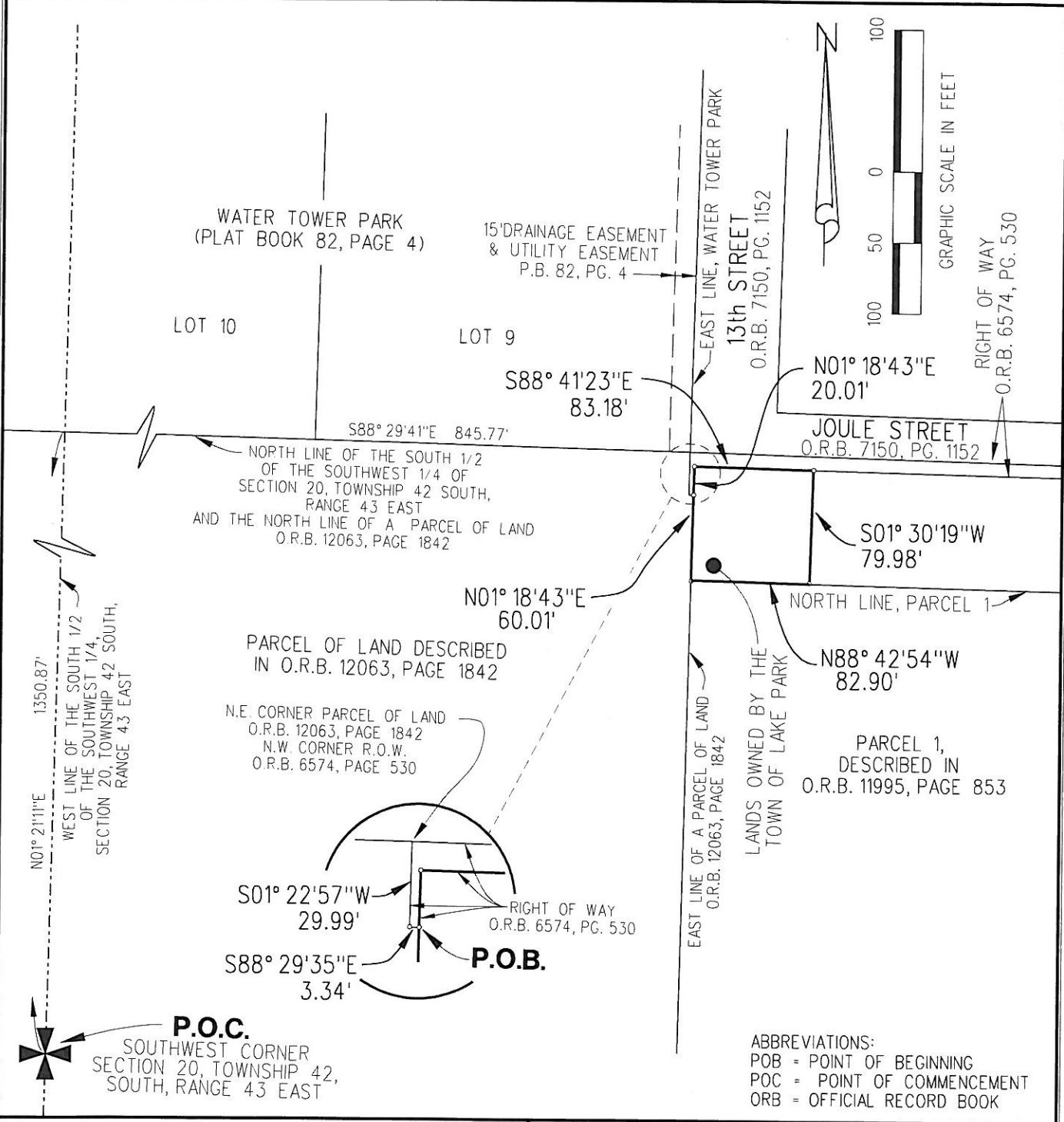


LB4431

675 West Indiantown Road, Suite 200,  
 Jupiter, Florida 33458 TEL. 561-746-8454

CAD	K:\UST\204243\00-072-303A\00-072-303A.DGN		
REF.			
FLD	-	FB. PG.	JOB 00-072-303A
OFF	L.J.C. & R.J.W	-	DATE 07/16/10
CKD	D.C.L.	SHEET 1 OF 2	DWG. A00-072B

**DESCRIPTION & SKETCH  
PREPARED FOR:  
K INDUSTRIES, LLC  
ACCESS EASEMENT  
TOWN OF LAKE PARK**



**LIDBERG LAND SURVEYING, INC.**

LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 204243 \ 00-072-303A \ 00-072-303A.DGN			
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FLD	FB.	PG.	JOB 00-072-303A
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CKD. D.C.L.	SHEET 2	OF 2	DWG. A00-072B



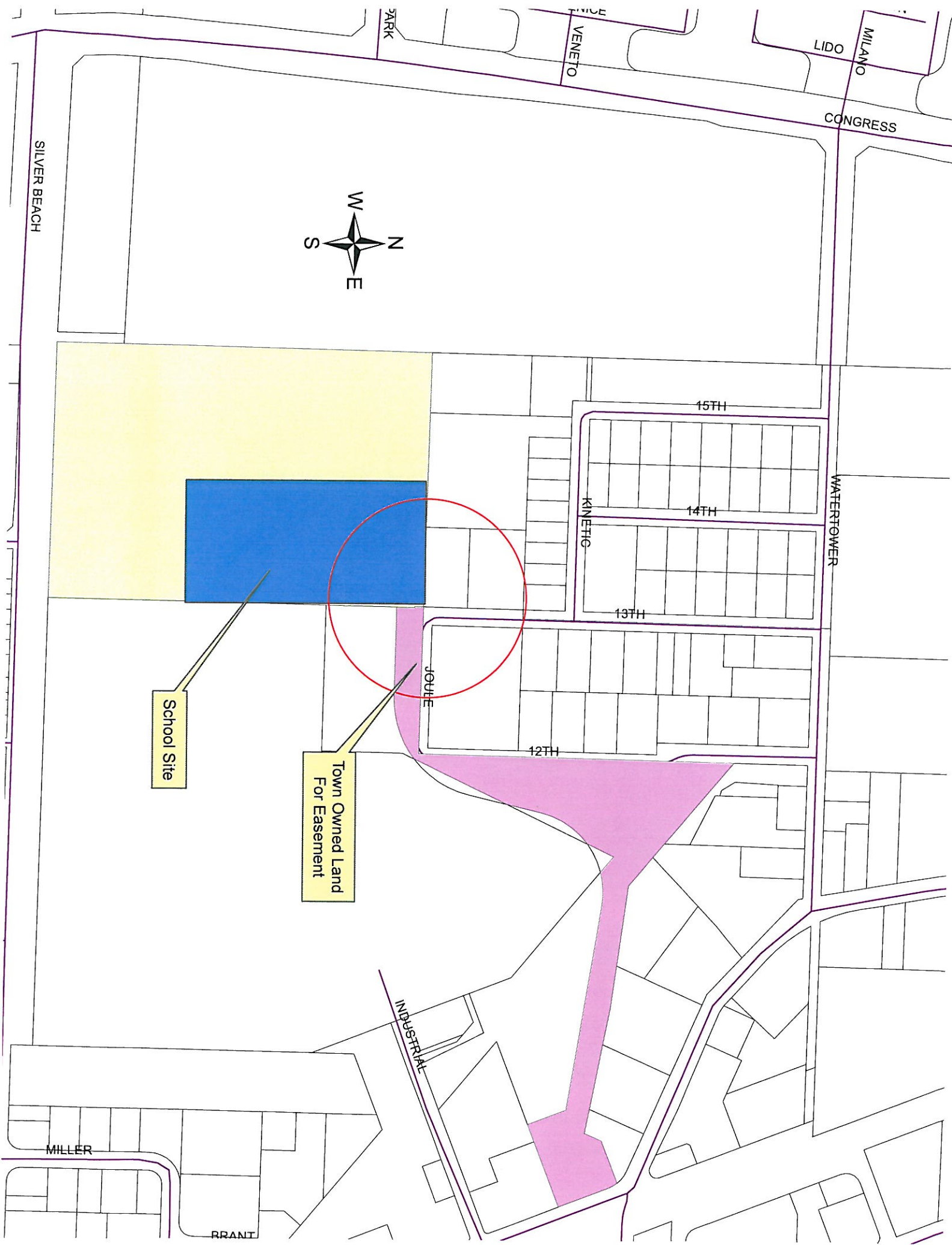
Charter School Site

Town Owned Land

JOULE

13TH





SILVER BEACH



School Site

Town Owned Land For Easement

CONGRESS

WATERTOWER

KINETIC

JOULE

15TH

14TH

13TH

12TH

MILLER

BRANT

INDUSTRIAL

VENETO

LIDO

MILANO

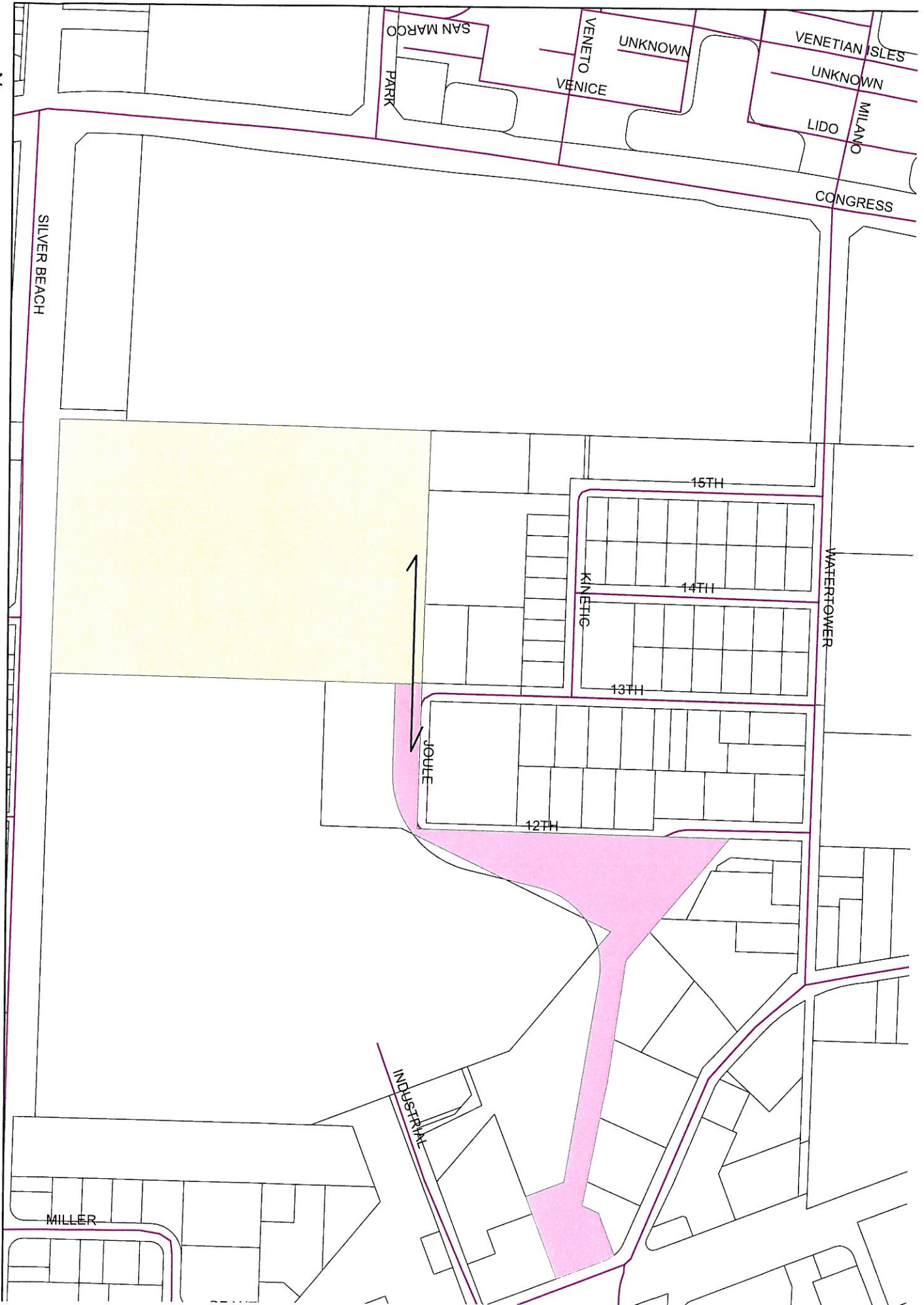




Exhibit "B"

Access Easement Agreement

This Instrument prepared by  
and return to after recording:  
Clerk of Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

## ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (the Agreement) made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Town of Lake Park, a municipal corporation of the state of Florida, whose address is 535 Park Avenue, Lake Park, Florida 33403 (hereinafter referred to as "Grantor") and K-Industries LLC, a Florida limited liability company (hereinafter referred to as "Grantee").

**WHEREAS**, Grantor is the fee simple owner of certain real property more particularly described on Exhibit "A," attached hereto and incorporated herein (hereinafter the Easement Property); and

**WHEREAS**, Grantor agrees to grant to Grantee a non-exclusive roadway and right-of-way easement across the Easement Property to provide Grantee ingress and egress through the Easement Property to the property of Grantee for the benefit of Grantee, its heirs, assignees and invitees; and,

**WHEREAS**, Grantee requires this easement in order for its employees, students and visitors to have ingress and egress to and from its property and,

**WHEREAS**, the parties have agreed to memorialize the terms pursuant to which the Grantee shall have access to and through the Easement Property.

**NOW, THEREFORE**, in consideration of TEN DOLLARS (\$10.00), the mutual promises contained herein and other good and valuable consideration to which the parties acknowledge receipt of, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Grantor hereby grants to Grantee a non-exclusive perpetual easement in favor of Grantee for the purposes of providing Grantee, its employees, students and their families and visitors ingress and egress to and from the Easement Property.
3. The easement granted herein shall run with the land and be binding upon Grantor, its successors, and assigns forever.
4. Grantor hereby covenants, warrants, and represents that it is lawfully seized of the Easement Property in fee simple; that the Easement Property is free and clear of all encumbrances; that Grantor has good right and lawful authority to convey this Easement.

5. Reservations. Grantor hereby reserves all rights of ownership in and to the Easement Property, provided the rights granted do not unreasonably interfere with the rights herein granted to Grantee, or to the Grantor's contractors, agents and utility providers in connection with the construction and/or maintenance of the improvements adjacent to the Easement Property. Grantor shall promptly repair any damage caused by Grantor, its employees, agents and contractors.
6. Maintenance. Grantee shall at all times, at its sole cost and expense maintain and secure the Easement Property and the Improvements thereon (but excluding any utilities and improvements which Grantor may construct or install thereon) in a good conditions and in a clean and orderly and attractive manner, suitable for their intended use and in compliance with applicable statutes, laws, does, ordinances, rules and regulations.
7. Insurance. Grantee represents that it has and shall maintain insurance covering the Easement Property. Grantee shall provide to Grantor written notice of any cancellation or modification of any of Grantee's applicable policies. A certificate of insurance or duplicate policy(ies) showing such policy(ies) in force shall be delivered to Grantor prior to the commencement of construction and updated or renewed certificates shall be delivered to Grantor upon written request. Grantee shall have the right, in lieu of maintaining the insurance policies provided above, to self-insure against such risks in accordance with the standard practices and procedures of Grantee with respect to other properties owned by Grantee.
8. Runs with the Land. The provisions of this Agreement shall run with the land and shall be for the benefit of, and be binding upon, the respective successors and assigns of Grantor and Grantee.
9. Amendments; Termination. This Agreement may be amended, modified, restated or terminated with the mutual consent of Grantor and Grantee and no other party or person shall be required to join therein.
10. Attorneys' Fees. In the event of any dispute concerning the rights and obligations of the parties under this Agreement, the prevailing party in any action shall be entitled to reimbursement of all reasonable attorneys' fees and costs incurred at all trial and appellate levels.
11. Construction. The section headings contained in this Agreement are for referenced purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.
12. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision,

shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of the Agreement shall be construed in full force and effect.

- 13. Grantor fully warrants that it shall defend the title to the Easement Property against the lawful claims of all persons whomsoever.
- 14. Grantee acknowledges that regardless of the foregoing, this Agreement and the easement herein are non-exclusive.
- 15. This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida.
- 16. This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their authorized hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2010 \_\_\_\_.

WITNESSES:

GRANTOR: TOWN OF LAKE PARK

Vivian M. Lemley  
Signature

BY: [Signature]

Vivian M. Lemley  
Print

Janet R. Miller  
Signature

Janet R. Miller  
Print

GRANTEE: K-INDUSTRIES, LLC

BY: \_\_\_\_\_  
Carl L.C. Kah, Jr  
Its Managing Member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
Thomas J. Baird, Town Attorney

**(Limited Liability Company Acknowledgement)**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ Florida limited liability company, who is personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that they executed the same on behalf of the corporation, who produced their drivers' licenses as identification, and who did or did not take an oath.

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

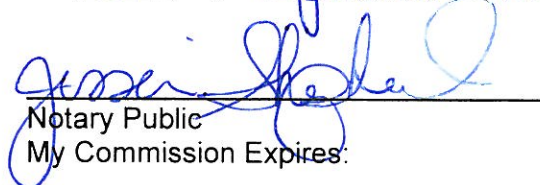
\_\_\_\_\_  
Notary Public, State Of Florida  
My Commission expires:

**(Town of Lake Park Acknowledgement)**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Desca DuBois, Mayor and Vivian Mendez Lemley, Town Clerk, on behalf of the Town of Lake Park as Grantor herein and who are personally known to me or who have produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal this 16<sup>th</sup> day of September, 2010.

  
Notary Public  
My Commission Expires:

