

Prepared by & Return to:

Prepared by and return to:
Laura Beebe, Director
Palm Beach County Dept. of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406

PCN: 00-43-43-32-00-000-1190 (a portion of)

UTILITY EASEMENT AGREEMENT

This EASEMENT is granted April 14, 2026, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 ("Grantor"), and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, whose legal mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420 ("Grantee").

W I T N E S S E T H:

That the said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a perpetual non-exclusive easement (the "Easement") for the construction, operation and maintenance of underground electric utility facilities, cables, conduits and appurtenant equipment, and pad-mounted transformers (the "Facilities") to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as the size of and remove such Facilities or any of them within an easement upon, over and across the following described real property (the "Easement Premises") situate, lying and being in the County of Palm Beach, State of Florida to wit:

**See legal description/site sketch marked Exhibit "A"
attached hereto and made a part hereof.**

Together with the right to permit any other person, firm or corporation to lay cable and conduit within the Easement Premises and to operate the same for communication purposes. Together with the right of reasonable ingress and egress to said Easement Premises at all times, the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Premises, and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Premises which might interfere with or fall upon the Facilities installed within the Easement Premises.

THE CONDITION OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. Grantee shall cause the Facilities and their appurtenances to be constructed within the confines of the Easement Premises.
2. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Premises for the purpose herein expressed, the Easement granted hereby shall become null and void, and all the rights in and to the Easement Premises shall revert to Grantor.
3. Grantee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, the Facilities within the Easement Premises at all times during the term hereof. Grantee shall endeavor to provide Grantor's Department of Airports with prior notice of any maintenance or repair activities within the Easement Premises.
4. The grant of this Easement shall in no way restrict the right and interest of Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.
5. Grantee acknowledges and agrees that Grantor may require the relocation of the Facilities installed within the Easement Premises to another location within Grantor's property. In the event that it becomes necessary for Grantee to relocate or alter the location of its Facilities at the request of Grantor, Grantor shall reimburse Grantee for all reasonable costs and expenses involved in such relocation or alteration and shall grant a new utility easement upon the same terms and conditions of this Easement. Grantee shall promptly terminate and release this Easement upon the grant of the new utility easement provided for herein.
6. By acceptance of this Easement, Grantee agrees for itself, its successors and assigns to restrict the height of its Facilities within the Easement Premises to a height so as to comply with 14 CFR Part 77, as now or hereafter amended. Grantee further agrees for itself, its successors and assigns to prevent any use of the Easement Premises which would interfere with the landing at or taking off from the Palm Beach International Airport ("Airport"); interfere with air navigation and/or communication facilities serving the Airport; or otherwise would constitute an airport hazard. Grantee acknowledges that noise and vibration are inherent to the operation of the Airport and hereby releases Grantor from any and all liability for the same.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:
Michael A. Caruso,
Clerk of the Circuit Court
and Comptroller

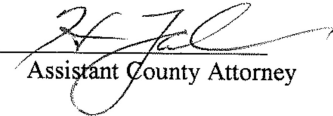
PALM BEACH COUNTY, a political
subdivision of the State of Florida by its
Board of County Commissioners

By: _____
Deputy Clerk


By: _____
Sara Baxter, Mayor

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director

JOINDER AND CONSENT OF TENANT

KNOW ALL MEN BY THESE PRESENTS:

THAT POPSTROKE WEST PALM BEACH, LLC, a Florida limited liability company, having its office and principal place of business at 1001 North U.S. Highway 1, Suite 500, Jupiter, FL 33477 (hereinafter "Tenant"), hereby certifies it is the Tenant under that certain DEVELOPMENT SITE LEASE AGREEMENT between Palm Beach County, a political subdivision of the State of Florida ("County") and Tenant, dated August 22, 2023 (R2023-1154) (hereinafter "Lease") which encumbers the property described on Exhibit "A" attached hereto and incorporated herein, owned by County. Tenant hereby joins in and consents to the above referenced Utility Easement Agreement.

IN WITNESS WHEREOF, this Joinder and Consent is executed by the undersigned this 12th day of May, 2025

POPSTROKE WEST PALM BEACH, LLC

By: [Signature]
Print Name: Greg Bartol
Title: CEO

WITNESSES

[Signature]
Print Name: John Smith
Address: 1001 N US Hwy Suite 500 Jupiter, FL 33477
[Signature]
Print Name: Joni Taylor
Address: 1001 N US Hwy 1, Ste 500, Jupiter FL 33477

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of May 2025 by Jacqueline Weible OR _____ as _____ for _____.

Personally Known _____ OR Produced Identification .
Type of Identification Produced Drivers License

[Signature]
Signature of Notary Public
Jacqueline Weible
Printed Name Notary Public
Commission No. HH600468
My Commission Expires: October 6, 2028

