This instrument prepared by: Kristen Lynch for Martin County, Real Property Div. 2401 SE Monterey Road Stuart, FL 34996 Project Name: SMRU Pettway Project-UE Project No: RPM # \_\_\_\_ PCN: \_ SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA **UTILITY EASEMENT** THIS EASEMENT granted and executed this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, whose address is \_\_\_\_ ("Grantor") to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 S.E. Monterey Road, Stuart, Florida 34996 and SOUTH MARTIN REGIONAL UTILITY (SMRU) d/b/a TOWN OF JUPITER ISLAND, FL, a municipality duly created and existing under the laws of the State of Florida, whose address is 2 Bridge Road, Hobe Sound, FL 33475, ("Grantee"). (Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.) WITNESSETH, that the Grantor, for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto the Grantee forever,

WITNESSETH, that the Grantor, for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an easement for the construction, reconstruction, replacement, operation, maintenance, and repair of utility related equipment, including, but not limited to lift stations, gravity mains, gravity main connections, pumps, pipelines, fences, structures, and powerline hookups, if required, in, under, over, across, and through the following described land, situate, lying and being in the County of Martin, State of Florida, to-wit (the "Easement Premises"):

## See Exhibit "A" attached hereto and made a part hereof.

The Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good and lawful authority to grant and convey this easement; that Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Grantee, its contractors, agents, and employees shall have free access to the Easement Premises and every part thereof, at all times, for the purpose of exercising the rights granted herein; provided however in making any excavations on the Easement Premises, Grantee shall make the same in such manner as will cause the least injury to

Accepted pursuant to	
Resolution No.	

the surface of the ground and restore any improvements within such excavation to as near the same condition as it was prior to such excavation as soon as is practicable. The Grantor agrees that it will not alter or obstruct or allow the alteration or obstruction of the Easement Premises in any way without the express written consent of the Grantee.

Grantor further warrants that there are no mortgages encumbering the Easement Premises.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:	GRANTOR:
	By:
Witness #1 Signature	Name:
Printed Name:	
Mailing Address:	
Witness #2 Signature	
Printed Name:	
Mailing Address:	
STATE OF	
COUNTY OF	
The foregoing instrument	was acknowledged before me ( ) by means of physical
	ation this day of, 20, by
, who is	s() personally known to me or( ) has produced as identification.
	Notary Public, State of
	Print Name:
	My Commission Expires: