

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: _____

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UTILITY EASEMENT

THIS EASEMENT granted and executed this ____ day of _____, 20____,
by _____, 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,
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:

Witness #1 Signature

Printed Name: _____

Mailing Address: _____

By: _____

Name: _____

Witness #2 Signature

Printed Name: _____

Mailing Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me () by means of physical presence or () online notarization this ____ day of _____, 20____, by _____, who is () personally known to me or () has produced _____ as identification.

Notary Public, State of _____

Print Name: _____

My Commission Expires: _____