

This instrument prepared by:
Phillip M. Keathley
for Martin County Utilities & Solid Waste Dept.
3473 SE Willoughby Blvd. #102
Stuart, FL 34994

Project Name: Windstone Property Owners Association, Inc. Utility Easement
PCN: 01-38-40-014-000-00001-7

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

UTILITY EASEMENT

THIS EASEMENT granted and executed this 5th day of August, 2024, by Windstone Property Owners Association, Inc., a corporation existing under the laws of the State of Florida, whose mailing address is 909 S.E. Central Parkway, Stuart, FL, 34994 Grantor, to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, 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 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, 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 roads, except for SW Murphy Road, as shown on the plat of River's End recorded in Plat Book 12, Page 13, Public Records of Martin County, Florida

AND further, the right of reasonable ingress and egress over and across subject property as is necessary to the Grantee's use of the rights granted herein.

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.

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. 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 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.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Windstone Property Owners Association, Inc. a Florida corporation

Beth Goin
Witness

Beth Goin
Print Name

909 SE CENTRAL PKWY, STUART, FL

[Signature]
Witness

SUZIE BUTLER
Print Name

909 SE CENTRAL PKWY, STUART, FL

BY: Erin E. Dardis

Erin E. Dardis, HOA President
Print Name & Title

Federal Tax No. 90-0359059

(Corporate Seal)

State of Florida }

County of Martin }

The foregoing instrument was acknowledged before me this 5th day of August, 2024 by Erin E. Dardis, as President of Windstone Property Owners

Association, Inc., a corporation existing under the laws of the State of Florida, on behalf of the corporation (by means of physical presence or () online notarization. She/He is (personally known to me or has produced () as identification.

Christina Ahern
Notary Public
Christina Ahern

