

Prepared by and return to:
Lee J. Baggett, Esq.
City Attorney's Office
City of Stuart, Florida
121 SW Flagler Avenue
Stuart, Florida 34994

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Agreement") is made, granted, and entered into this 9th day of December, 2025 (the "Effective Date"), by **MARTIN COUNTY, a political subdivision of the State of Florida**, whose mailing address is 2401 S.E. Monterey Road, Stuart, Florida 34996 ("Grantor"), in favor of **CITY OF STUART, FLORIDA, a Florida municipal corporation**, whose mailing address is 121 S.W. Flagler Avenue, Stuart, Florida 34994, ("Grantee").

RECITALS

WHEREAS, the Grantor is the fee simple owner of real property located in Stuart, Florida, generally located at: 1815 SE Airport Road, Stuart, Florida 34996, and as more particularly described as shown in Exhibit A, attached hereto and incorporated herein by reference, lying and being in Stuart, Martin County, Florida (the "Property"); and

WHEREAS, in order to construct and maintain critical infrastructure improvements, the Grantee requires a permanent utility easement across the Property as depicted in Exhibit A, attached hereto and incorporated herein by reference (the "Easement Area"); and

WHEREAS, the public utilities to be placed in the Easement Area may provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

WHEREAS, the Grantor is willing to grant such an easement.

NOW, THEREFORE, for sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated as if fully set forth herein.
2. **Grant of Easement.** Grantor, hereby conveys and grants to Grantee, its successors and assigns, a permanent, non-exclusive easement over, under, in, along, across and upon the property described on the attached and incorporated Exhibit A (the "Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of stormwater pipe, and related stormwater management facilities, underground sanitary sewer pipe and related underground sanitary sewer facilities, underground water pipes, gas, electric, phone, cable and other miscellaneous utilities (the "Improvements"), excluding above ground junction boxes and related above ground equipment.

3. **Terms of Easement.**

- (a) **Effective Date.** The Easement shall commence on the effective date of this Agreement and shall continue in full force and effect until and unless Grantee has expressly abandoned the Improvements.
- (b) **Reservation by Grantor/Non-Exclusive Use.** All rights, title and interest in and to the Easement Area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any structures which may cause damage to or interfere with the improvements to be placed within the Easement Area; or develop, landscape, or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the Easement Areas after such installation.
- (c) **Alterations and Improvements.** All alterations and improvements shall be constructed at Grantee's sole cost and expense and within the confines of the Easement Area in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes, and ordinances.
- (d) **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, Grantee or any party acting as its agent shall locate the existing utility facilities within the Easement Area, if any, and shall contact and coordinate with all utility providers that have facilities within the Easement Area.
- (e) **Maintenance, Repair, and Restoration.** Grantee shall be solely responsible for and shall maintain and repair at its sole cost and expense the Easement Area and all alterations and improvements currently existing or constructed hereafter. Grantee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Grantee's exercise of the rights granted hereby and restore any improvements, fencing, or landscaping now existing or constructed or installed hereinafter adjacent to the Easement Area to their prior condition or better, using materials of like kind and quality or better.
- (f) **Surrender of Area.** Upon termination of the use of the Easement Area by the Grantee, Grantee, at its sole cost and expense, shall remove all of its personal property from the Easement Area and shall surrender the Easement Area to the Grantor in at least the same condition or better the Easement Area were in at the start of each period of use.
- (g) **Covenants Running with the Land/Assignment.** This Easement shall run with the land and shall be binding upon the Grantor and all parties entitled to use or possession of the Property by or through the Grantor, including lessees, successors and assigns, unless or until this Easement is terminated as hereinabove provided.

(h) **Improvements.** The Grantor agrees that there will be no physical structures or permanent improvements constructed within the Easement Area without written approval by the Grantee. The Grantee shall have the right to remove, cut down or trim all trees, undergrowth, fences or buildings within the Easement Area that may interfere with the safe and efficient operation of utilities in the Easement Area.

(i) **Egress/Ingress.** Grantor grants to the Grantee, its agents, employees, contractors, designees and assigns general ingress/egress over and across its driveways, parking, common or open areas of the Grantor's Property, upon reasonable prior written notice to Grantor, for the purpose of access to the Easement Area for installation of, modification of, and/or maintenance of, any of the Grantee's utilities, pipelines, appurtenances, facilities and/or equipment.

IN WITNESS WHEREOF, the undersigned Grantor(s) has signed and sealed this Agreement as of the day and year first above written.

GRANTOR(S):

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SEBASTIAN FOX, SENIOR ASSISTANT COUNTY
ATTORNEY