

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 B, 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 B (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:

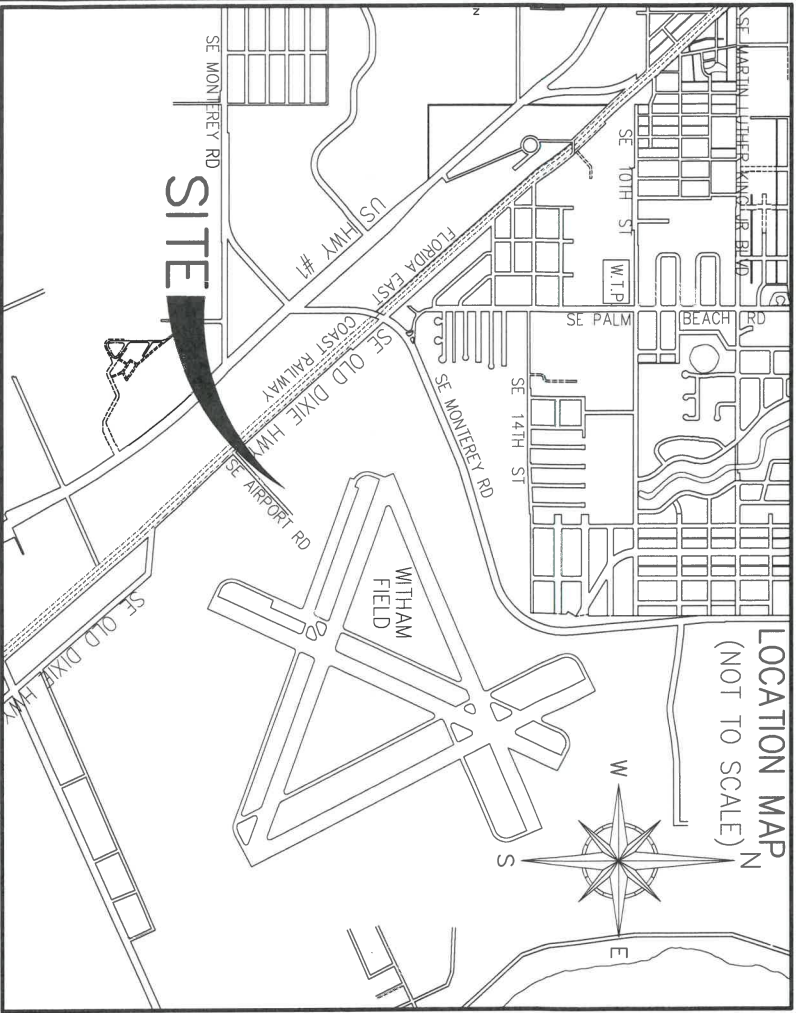
BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

ELYSSE A. ELDER, COUNTY ATTORNEY



SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO GRID NORTH, BASED ON STATE PLANE COORDINATES, U.S. SURVEY FEET, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (N.A.D. 83/11), FLORIDA EAST ZONE, REFERENCE A BEARING OF N0°20'44"E ALONG THE WEST LINE OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

2. THIS IS NOT A BOUNDARY SURVEY.

3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3 AND WITH THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR, UNLESS DIGITALLY SIGNED AND SEALED.

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT www.martin.fl.us/accessibility-feedback

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON SEPTEMBER 19, 2025, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.

[Signature]
ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELIZABETH A. LINDSAY, P.L.S. 4724 ON November 12, 2025

EXHIBIT **A**

SHEET NO. <u>1</u>
OF <u>3</u> SHEETS
PROJECT NO. <u>2012256.001</u>
(24-66)

DATE	REVISIONS
10/23/2025	REVISE PER MARTIN COUNTY COMMENTS
10/30/2025	ADD EX. EASEMENT PER MARTIN COUNTY

A PORTION OF WITAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E., MARTIN COUNTY, FL
SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT

DATE <u>09/19/2025</u>
SCALE <u>NOT TO SCALE</u>
DRAWING BY <u>D.B.</u>
CHECKED BY <u>E.A.L.</u>

B BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

LEGAL DESCRIPTION

UTILITY EASEMENT

A PARCEL OF LAND BEING A PORTION OF THE WITHAM FIELD AIRPORT IN SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 0°20'44" EAST ALONG THE WEST LINE OF SAID SECTION 10, 1049.17 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°39'16" EAST, 2,668.81 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 19°31'45" EAST, 8.45 FEET; THENCE NORTH 68°27'08" WEST, 6.74 FEET; THENCE NORTH 21°49'55" EAST, 21.59 FEET; THENCE SOUTH 68°10'05" EAST, 5.87 FEET; THENCE NORTH 19°31'45" EAST, 8.44 FEET; THENCE NORTH 11°21'12" WEST, 9.58 FEET; THENCE NORTH 80°35'58" EAST, 14.47 FEET; THENCE SOUTH 9°24'02" EAST, 15.00 FEET; THENCE SOUTH 19°31'45" WEST, 7.66 FEET; THENCE SOUTH 70°45'15" EAST, 11.76 FEET; THENCE SOUTH 21°17'54" WEST, 33.12 FEET; THENCE NORTH 70°06'59" WEST, 25.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,276 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

ABBREVIATIONS

NO.	NUMBER
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
O.R.B.	OFFICIAL RECORDS BOOK
RNG.	RANGE
SEC.	SECTION
TWP.	TOWNSHIP

EXHIBIT B

SHEET NO. 2
OF 3 SHEETS
PROJECT NO. 2012256.001
(24-66)

DATE	REVISIONS
10/23/2025	REUSE PER MARTIN COUNTY COMMENTS
10/30/2025	ADD EX. EASEMENT PER MARTIN COUNTY

A PORTION OF WITHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E., MARTIN COUNTY, FL
SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT

DATE 09/19/2025
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

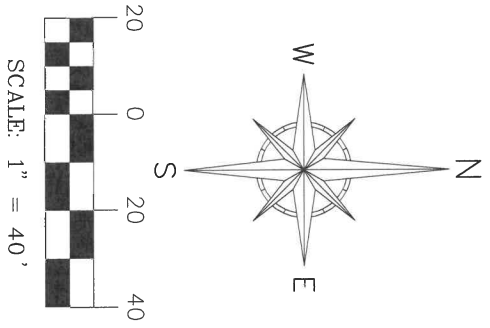
B BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 SW. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5939-FAX
LICENSED BUSINESS NO. 6852

THIS IS NOT A SURVEY

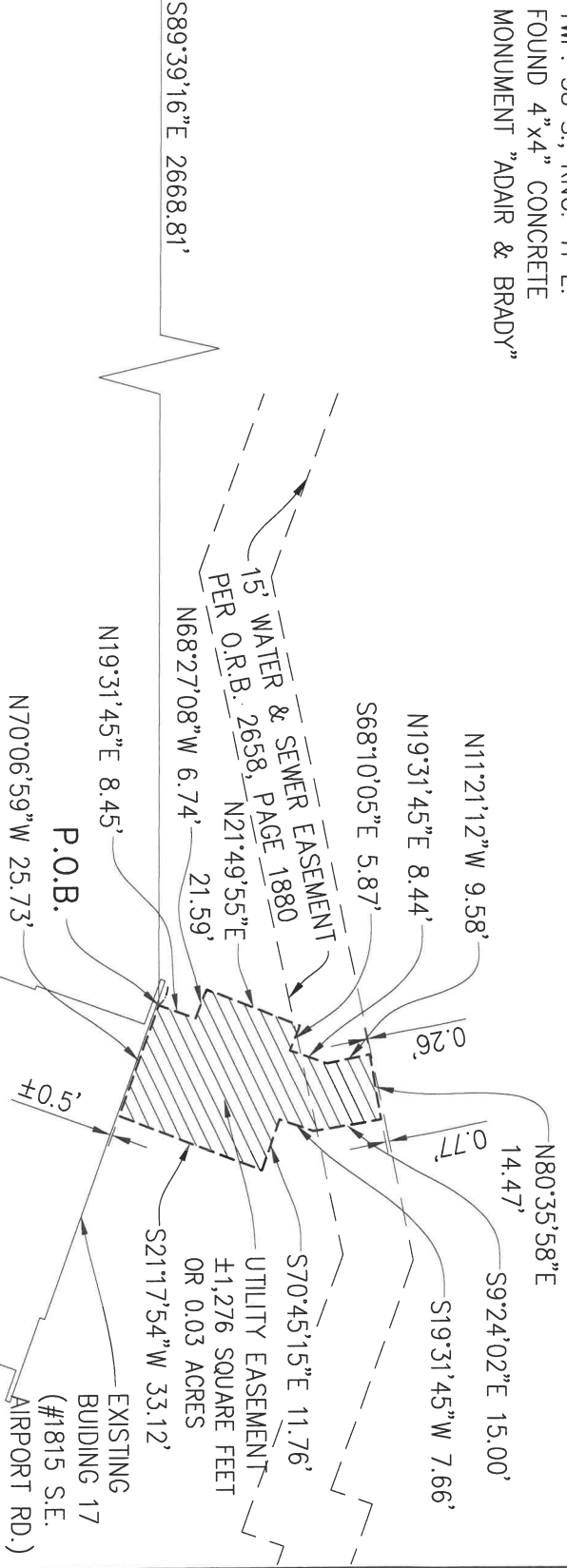
N.W. CORNER OF SEC. 10,
TWP. 38 S., RNG. 41 E.
FOUND 4"x4" CONCRETE
MONUMENT "ADAIR & BRADY"

(REFERENCE BEARING)
N0°20'44"E 1049.17'
WEST LINE
SECTION 10

P.O.C.
S.W. CORNER OF SEC. 10,
TWP. 38 S., RNG. 41 E.
CERTIFIED CORNER RECORD
#056131 (NOT FOUND)



PARCEL CONTROL NO.
10-38-41-000-001-00010-9



SHEET NO. 3 OF 3 SHEETS		DATE 10/23/2025 REVISED PER MARTIN COUNTY COMMENTS 10/30/2025 ADD EX. EASEMENT PER MARTIN COUNTY	
PROJECT NO. 2012256.001 (24-66)		REVISIONS	
A PORTION OF WITHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E., MARTIN COUNTY, FL		DATE 09/19/2025 SCALE 1" = 40'	
SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT		FIELD BK. D.B. CHECKED BY E.A.L.	
B BETSY LINDSAY A DIVISION OF HALEY WARD, INC. 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933 FAX LICENSED BUSINESS NO. 6852			

EXHIBIT B