

Prepared by and return to:
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 _____ day of _____, 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: 2240 SE Witham Field Drive, 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 and drainage 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, the Grantor, for sum of Ten Dollars (\$10.00) and other valuable consideration to be paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, has and by these present, does hereby grant and convey to the Grantee, its licensees, agents, successors and assigns, the following:

1. **Recitals**. The above-referenced recitals are hereby incorporated as if fully set forth herein.
2. **Grant of Easement**. Grantor, for their and for their successors and assigns, 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 utilities 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 improvements planted or 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 or adjacent to 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 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

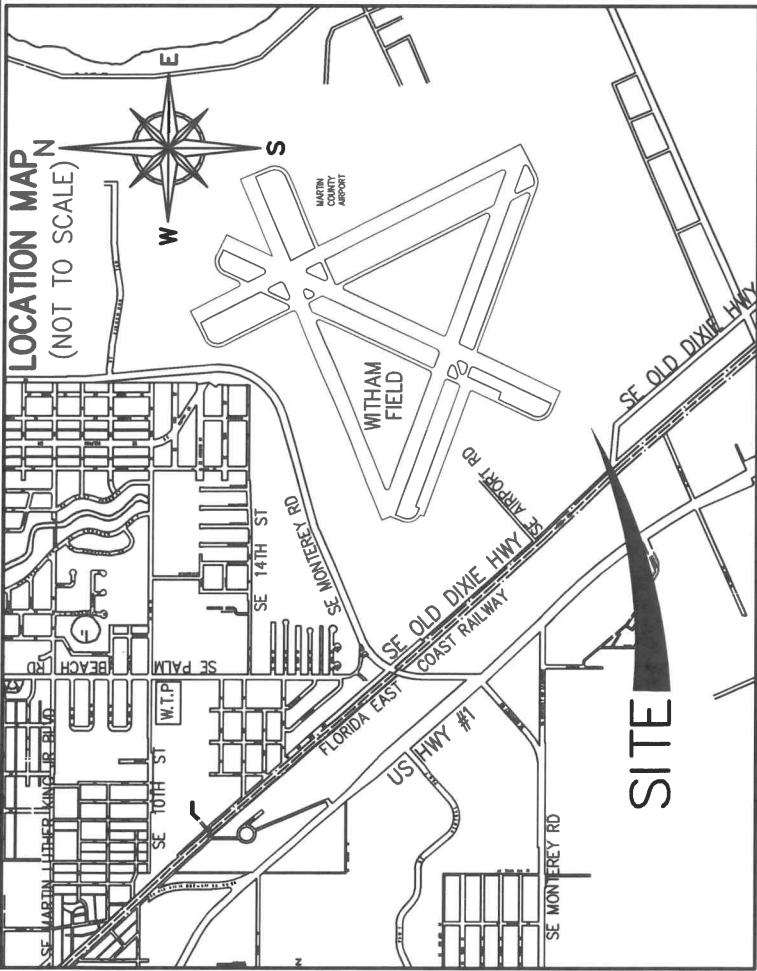
APPROVED AS TO FORM & LEGAL SUFFICIENCY:

ELY SSE A. ELDER, ACTING COUNTY ATTORNEY

SURVEYOR'S NOTES

LOCATION MAP
(NOT TO SCALE)

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 N89°57'21"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER 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 JULY 10, 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.

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

Elizabeth A
Lindsay

Digitally signed by Elizabeth A
Lindsay
Date: 2025.08.14 10:00:36 -04'00

EXHIBIT A

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7607 SW JACK JAMES DRIVE, STUART, FLORIDA 34997
772/288-5763 (772)288-5835 FAX
LICENSED INSURANCE NO. 68582

PORTION OF WITHAM FIELD AIRPORT IN SEC. 10,
RNG. 41 E., MARTIN COUNTY, FL

SKETCH AND LEGAL DESCRIPTION

UTILITY EASEMENT

<u>DATE</u>		<u>REVISIONS</u>
07/25/2025		REVISE EASTERN PER COMMENTS
08/13/2025		REVISE TBL00K, ABBREVIATIONS & ADD PID
<u>PROJECT NO.</u>		
2011761.003		
<u>SHEET NO.</u>	<u>1</u>	<u>OF</u>
<u>3</u>	<u>SHEETS</u>	

LEGAL DESCRIPTION

UTILITY EASEMENT

A 20.00 FOOT AND 15.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID 20.00 FOOT AND 15.00 FOOT WIDE STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE NORTH 89°57'21" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, 861.89 FEET; THENCE, DEPARTING SAID SOUTH LINE, NORTH 0°02'39" WEST, 25.90 FEET TO THE NORTHEASTERLY LIMITS OF AN EXISTING 15.00 FOOT WIDE UTILITY PER OFFICIAL RECORDS BOOK 2664, PAGE 1888 AND THE POINT OF BEGINNING; THENCE NORTH 25°04'29" EAST, 173.42 FEET; THENCE SOUTH 65°00'00" EAST, 153.93 FEET; THENCE NORTH 25°00'00" EAST, 15.00 FEET; THENCE SOUTH 65°00'00" EAST, 15.00 FEET; THENCE SOUTH 25°00'00" WEST, 133.63 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED NORTHEASTERLY LIMITS OF THE EXISTING 15.00 FOOT WIDE UTILITY EASEMENT; THENCE NORTH 64°09'50" WEST ALONG SAID EASTERLY LIMITS, 15.00 FEET; THENCE NORTH 25°00'00" EAST, 98.41 FEET; THENCE NORTH 65°00'00" WEST, 133.95 FEET; THENCE SOUTH 25°04'29" WEST, 157.19 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED NORTHEASTERLY LIMITS OF THE EXISTING 15.00 FOOT WIDE UTILITY EASEMENT; THENCE NORTH 54°18'42" WEST ALONG SAID EASTERLY LIMITS, 20.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,188 SQUARE FEET OR 0.19 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
ID	IDENTIFICATION

EXHIBIT A

B BETSY LINDSAY
▲ DIVISION OF HALEY WARD, INC.
7987 SW JACK JAMES DRIVE SUITAINT, FLORIDA 34987
(727)286-5763 (727)286-5635 FAX
LICENSED BUSINESS NO. 8892

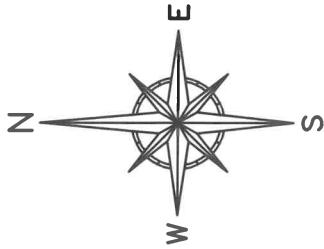
A PORTION OF WITHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E., MARTIN COUNTY, FL	DATE <u>07/10/2025</u> SCALE <u>NOT TO SCALE</u> FIELD BK. <u> </u> DRAWING BY <u>D.B.</u> CHECKED BY <u>R.J.M.</u>
SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT	

SHEET NO. <u>2</u> OF <u>3</u> SHEETS	DATE <u>07/21/2025</u> REVISIONS 08/13/2025 REVERSE EASEMENT COMMENTS REVISE BLOCK, ABBREVIATIONS & ADD PD
PROJECT NO. 2011761.003	

THIS IS NOT A SURVEY



SCALE: 1" = 60'



WTHAM FIELD AIRPORT
SEC. 10 TWP. 38 S. RNG. 41 E.
PARCEL ID: 10-38-41-000-001-000000-

1/4 CORNER OF SEC. 10,
TWP. 38 S., RNG. 41 E.
CERTIFIED CORNER RECORD
#103427 (NOT FOUND)

Map showing property boundaries and easements. Key features include:

- Property Description:** OR 0.19 ACRES
- Coordinates:**
 - NE corner: N65°00'00"W, 133.95'
 - SW corner: N250.429°W, 173.42°E
 - SE corner: N54°18'42"W, 20.35'
 - NE corner: N64°09'50"W, 15.00'
 - Point of Origin (P.O.B.): N89°57'21"E, 861.89'
 - Point of Interest: N0°02'39"W, 25.90'
- Easements:**
 - Existing 15' utility easement: S. line of the S.E. 1/4 of section 10
 - 15' utility easement: N57.19'
 - 20' utility easement: N250.429°W, 173.42°E
 - 20' utility easement: N0°02'39"W, 25.90'
- Other Labels:** S.E. 1/4, 20'

20'

13.42 +/- 0.00 ACRES

N54°18'42" W
20.35'

N25°04'29" W
157.19'

N25.00.00"E
98.41"

N64°09'50" W
15.00'

S.E. WITHAM FIELD DRIVE

NE'LY LIMITS OF
15' UTILITY EASEMENT

UTILITY
PER
1888

INTERSECTION OF N. LINE OF
THE HANSON GRANT WITH
S. LINE OF SEC. 10.
TWP. 38 S., RNG. 41 E.
CERTIFIED CORNER RECORD
#103423 (NOT FOUND)
NORTHERN LINE OF
HANSON
GRANT

EXHIBIT B

KETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT

REVISIONS _____
07/21/2025 REVERSE EASEMENT PER CO
08/13/2025 REVERSE BLOCK, ABBREVIATION

SHEET NO. 3
OF 3 SHEETS
PROJECT NO.
2011761.003

BETSY LINDSAY
A DIVISION OF HALLEY WARD, INC.
7807 SW JACK JAMES DRIVE STUART, FLORIDA 34997
(772)288-5753 (772)288-9838 FAX
LICENSED BUSINESS #000002