



SPACE ABOVE THIS LINE FOR RECORDING DATA

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 20-5.11

WHEREAS, Martin County requires Utility Easements from certain landowners to allow for sewer force mains and the maintenance of certain utility facilities for the North Sewall's Point Force Main Extension Project; and

WHEREAS, Sec. 139.31 and 139.32, General Ordinances, Martin County Code require that any conveyance of an interest in land to Martin County for any public purpose shall be accepted and approved by resolution by the Board of County Commissioners of Martin County; and

WHEREAS, it is required that the Board adopt a resolution approving and accepting each Utility Easement;

NOW, THEREFORE, BE IT RESOLVED BY THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, THAT:

Martin County hereby accepts and approves Utility Easements encumbering the properties identified on the attached **Exhibit "A"**, which are needed for the North Sewall's Point Force Main Extension Project.

DULY PASSED AND ADOPTED THIS 19TH DAY OF MAY, 2020.

ATTEST:


CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA


HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:


SARAH W. WOODS, COUNTY ATTORNEY

EXHIBIT A

North Sewall's Point Force Main Extension Project

Parcel Control Numbers

1	35-37-41-007-000-00101-3
2	35-37-41-007-000-00102-2
3	35-37-41-007-000-00100-4
4	35-37-41-000-000-00120-7
5	35-37-41-008-000-00070-9
6	35-37-41-004-000-00290-7
7	35-37-41-009-000-00010-1
8	35-37-41-005-000-00080-0
9	35-37-41-005-000-00090-8



Inst. # 2842493
Bk: 3164 Pg: 1019 Pages: 1 of 4
Recorded on: 10/8/2020 11:28 AM Doc: EAS
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$35.50

This instrument prepared by:
Brigitte Wantz for
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name: North Sewall's Point Force Main Ext. Project
Project No: RPM #3452
PCN: 35-37-41-007-000-00101-3

SPACE ABOVE THIS LINE FOR RECORDING DATA

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UTILITY EASEMENT

THIS EASEMENT granted and executed this 17th day of September, 2020, by Juan Carlos Giachino and Susana Giachino, husband and wife, whose address is 11 Wendy Lane, Stuart, Florida 34996, 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 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, 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:

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, that said land is the homestead premises of the grantor and that there are no mortgages encumbering the Easement Premises.

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 signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Hathryn Barbera

Hathryn Barbera
Print Name

Lori L. Johns

Lori L. Johns
Print Name

Hathryn Barbera

Hathryn Barbera
Print Name

Lori L. Johns

Lori L. Johns
Print Name

State of Florida

County of Martin

Juan Carlos Giachino
JUAN CARLOS GIACHINO, Grantor

Susana Giachino
SUSANA GIACHINO, Grantor

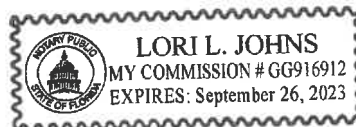
The foregoing Utility Easement was acknowledged before me this 17th day of September, 2020 by Juan Carlos Giachino and Susana Giachino (✓) by means of physical presence or () online notarization and who are () personally known to me or _____ have produced FL DL as identification.

Lori L. Johns
Notary Public, State of Florida
Print Name: Lori L. Johns
My Commission Expires: _____

Accepted Pursuant to Resolution

No 20-5.11

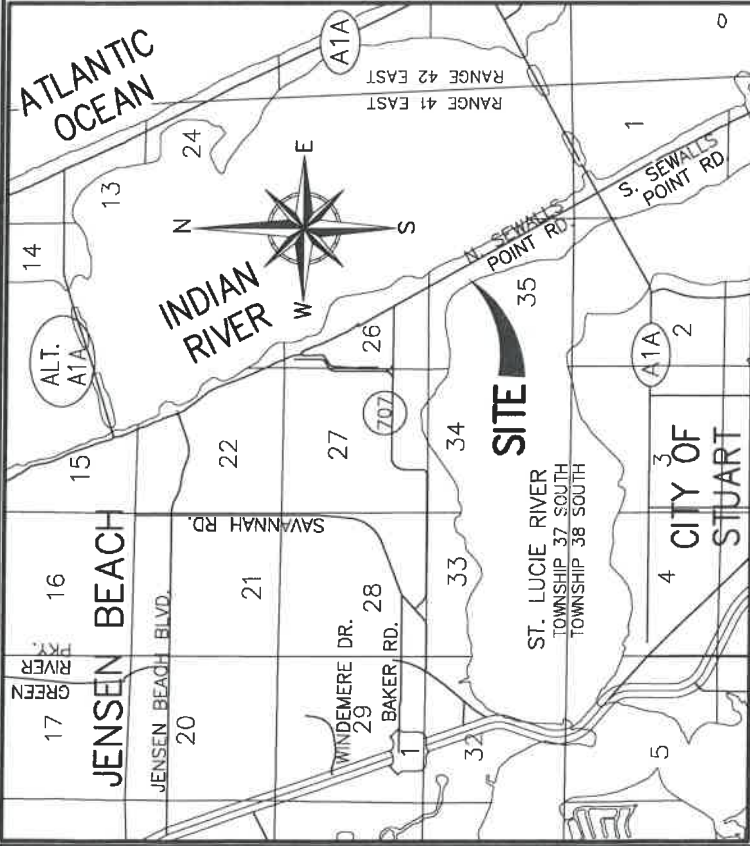
On 5/19/2020



SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, FLORIDA EAST ZONE, REFERENCE A BEARING OF S89°32'18"E ALONG THE SOUTH LINE OF LOT 10, TWIN RIVERS, PLAT BOOK 2, PAGE 52, PUBLIC RECORDS OF 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 2.

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

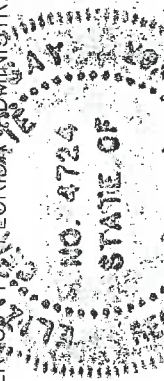


LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON JUNE 23, 2020, 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 FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61A-7, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

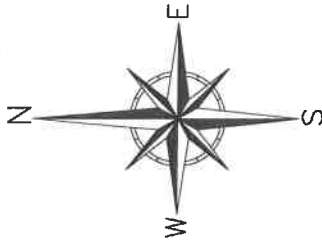
BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS
ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724



NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS DIGITALLY SIGNED

EXHIBIT "A"

SHEET NO. <u>1</u> OF <u>2</u> SHEETS PROJECT NO. <u>20-27</u>		DATE <u>06/23/2020</u> SCALE <u>NOT TO SCALE</u> FIELD BK. <u> </u> DRAWING BY <u>D.B.</u> CHECKED BY <u>E.A.L.</u>		B BETSY LINDSAY, INC. SURVEYING AND MAPPING 7907 S.W. JACK JAMES DRIVE STUART, FLORIDA 34907 (772) 288-5783 (772) 288-5635 FAX LICENSED BUSINESS NO. 6652
A PORTION OF LOT 10, TWIN RIVERS MARTIN COUNTY, FLORIDA		SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT		



ABBREVIATIONS

NO. NUMBER
O.R.B. OFFICIAL RECORDS BOOK
P.L.S. PROFESSIONAL LAND SURVEYOR

UTILITY EASEMENT
450 SQUARE FEET OR
0.01 ACRES, MORE OR LESS

9' INGRESS/EGRESS
(AS DESCRIBED IN
O.R.B. 1840,
PAGE 2220)

LOT 9

LOT 10

WENDY LANE

N. LINE OF O.R.B.
1840, PAGE 2220/
N. LINE OF LOT 10

E. 30'
N

TWIN RIVERS
PLAT BOOK 2, PAGE 52
MARTIN COUNTY, FLORIDA

9' INGRESS/EGRESS
(AS DESCRIBED IN
O.R.B. 1840,
PAGE 2220)

PARCEL ID:
35-37-41-007-
000-00101-3
O.R.B. 1840,
PAGE 2220

E. LINE OF
O.R.B. 1840,
PAGE 2220

PARCEL ID: 35-37-41-007-000-00100-4
O.R.B. 1300, PAGE 2142

S89°32'18"E
(REFERENCE BEARING)

PARCEL ID:
35-37-41-007-
000-00102-2
O.R.B. 2604,
PAGE 1115

S. LINE OF LOT 10\
N. LINE OF GOVERNMENT LOT 2

PARCEL ID: 35-37-41-
000-000-00120-7
O.R.B. 3019, PAGE 2696

UNPLATTED LANDS
GOVERNMENT LOT 2
SECTION 35,
TOWNSHIP 37 S.,
RANGE 41 E.

LEGAL DESCRIPTION

UTILITY EASEMENT

PARCEL ID: 35-37-41-
000-000-00111-8
O.R.B. 329, PAGE 2394

A PARCEL OF LAND BEING A PORTION OF LOT 10 OF THE PLAT OF TWIN RIVERS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 52 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE THE EAST 30.00 FEET OF THE NORTH 15.00 FEET OF THAT PORTION OF SAID LOT 10 DESCRIBED IN OFFICIAL RECORDS BOOK 1840, PAGE 2220 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

CONTAINING 450 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

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

THIS IS NOT
A SURVEY

SHEET NO. 2
OF 2 SHEETS
PROJECT NO.
20-27

DATE REVISIONS

A PORTION OF LOT 10, TWIN RIVERS
MARTIN COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT

DATE 06/23/2020
SCALE 1" = 50'
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7907 SW JACK JAMES DRIVE STUART FLORIDA 34997
772/284-5753 772/284-1505 FAX
LICENSED BUSINESS NO. 6882

This instrument prepared by:
Brigitte Wantz for
Martin County
2401 SE Monterey Road
Stuart, FL 34996



Inst. # 2842494
Bk: 3164 Pg: 1023 Pages: 1 of 5
Recorded on: 10/8/2020 11:28 AM Doc: EAS
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$44.00

Project Name: North Sewall's Point Force Main Ext. Project
Project No: RPM #3455
PCN: 35-37-41-000-000-00120-7

SPACE ABOVE THIS LINE FOR RECORDING DATA

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UTILITY EASEMENT

THIS EASEMENT granted and executed this 22nd day of September, 20 20, by FREDERIC M. AYRES, IV, as to a Life Estate; Remainderman in favor of Frederic M. Ayres, IV as Trustee under the Frederic M. Ayres, IV Revocable Living Trust Dated August 3, 2017, a single man, whose address is Post Office Box 1449, Jensen Beach, Florida 34958, 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 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, 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:

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, that said land is not the homestead premises of the grantor and that there are no mortgages encumbering the Easement Premises.

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 signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

M. Skinner
Print Name: Mary Skinner

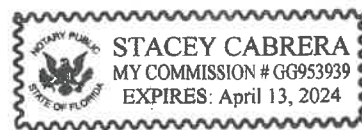
Kristin Seitz-Garofalo
Print Name: Kristin Seitz-Garofalo

STATE OF Florida
COUNTY OF Martin

FREDERIC M. AYRES, IV, individually
and as to a life estate; remainderman in
favor of Frederic M. Ayres, IV, as Trustee
under the Frederic M. Ayres, IV, Revocable
Living Trust dated August 3, 2017

The foregoing Utility Easement was acknowledged before me this 2nd day of
September, 2020 by Frederic M. Ayres, IV, individually and as to a Life Estate;
Remainderman in favor of Frederic M. Ayres, IV, as Trustee Under the Frederic M. Ayres, IV
Revocable Living Trust Dated August 3, 2017, ☒ by means of physical presence or () online
notarization. He is ☒ personally known to me or has produced _____ as
identification.

Stacey Cabrera
Notary Public, State of Florida
Print Name: Stacey Cabrera
My Commission Expires: April 13, 2024

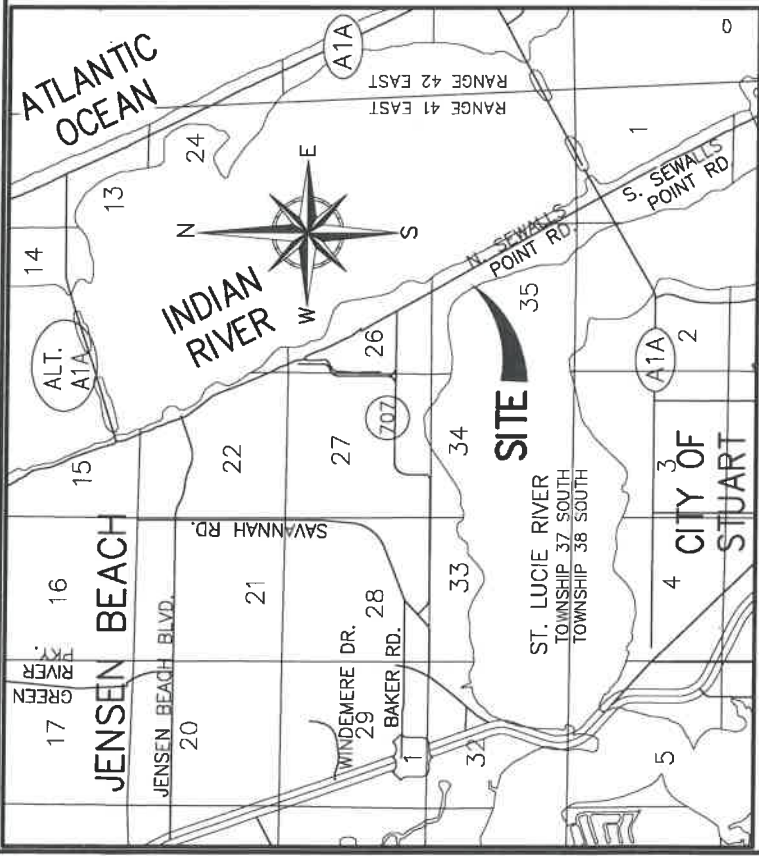


Accepted Pursuant to Resolution
No. 20-5.11
On 5/19/2020

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, FLORIDA EAST ZONE, REFERENCE A BEARING OF S89°32'18"E ALONG THE SOUTH LINE OF LOT 10, TWIN RIVERS, PLAT BOOK 2, PAGE 52, PUBLIC RECORDS OF 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.

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



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON JUNE 23, 2020, 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 FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

ELIZABETH A. LINDSAY, P.L.S. STATE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF FLORIDA
FLORIDA REGISTRATION NO. 4724
A duly LICENSED SURVEYOR AND MAPPER
UNLESS DIGITALLY SIGNED

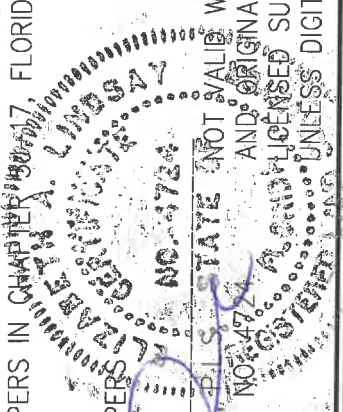


EXHIBIT "A"

SHEET NO. 1
OF 3 SHEETS
PROJECT NO. 20-27

DATE	REVISIONS
07/09/20	REV. LEGAL DESC. PER MARTIN COUNTY

A PORTION OF O.R.B. 3019, PAGE 2696
MARTIN COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT

DATE 06/23/2020
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7907 SW JACK JAMES DRIVE STUART, FLORIDA 34997
0772/288-5783 0772/288-5935 FAX
LICENSED BUSINESS NO. 6862

LEGAL DESCRIPTION

UTILITY EASEMENT

A 10.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3019, PAGE 2696, LYING IN GOVERNMENT LOT 2, SECTION 35, TOWNSHIP 37 SOUTH, RANGE 41 EAST, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 10 OF THE PLAT OF TWIN RIVERS AS RECORDED IN PLAT BOOK 2, PAGE 52 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID POINT LYING ON THE NORTH LINE OF SAID GOVERNMENT LOT 2; THENCE SOUTH 89°32'18" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 2, 4.13 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF SEWALL'S POINT ROAD; THENCE SOUTH 26°49'03" EAST ALONG SAID WEST RIGHT OF WAY LINE, 112.38 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 3019, PAGE 2696 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 26°49'03" EAST ALONG SAID WEST RIGHT OF WAY LINE, 11.26 FEET TO AN INTERSECTION WITH A LINE BEING 10.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 3019, PAGE 2696 AND IT'S WESTERLY EXTENSION; THENCE NORTH 89°28'12" WEST ALONG SAID PARALLEL LINE, 399.13 FEET; THENCE NORTH 6°40'00" WEST, 10.08 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 3019, PAGE 2696; THENCE SOUTH 89°28'12" EAST ALONG SAID NORTH LINE AND IT'S WESTERLY EXTENSION, 395.22 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3,972 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

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

ABBREVIATIONS

NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C	POINT OF COMMENCEMENT

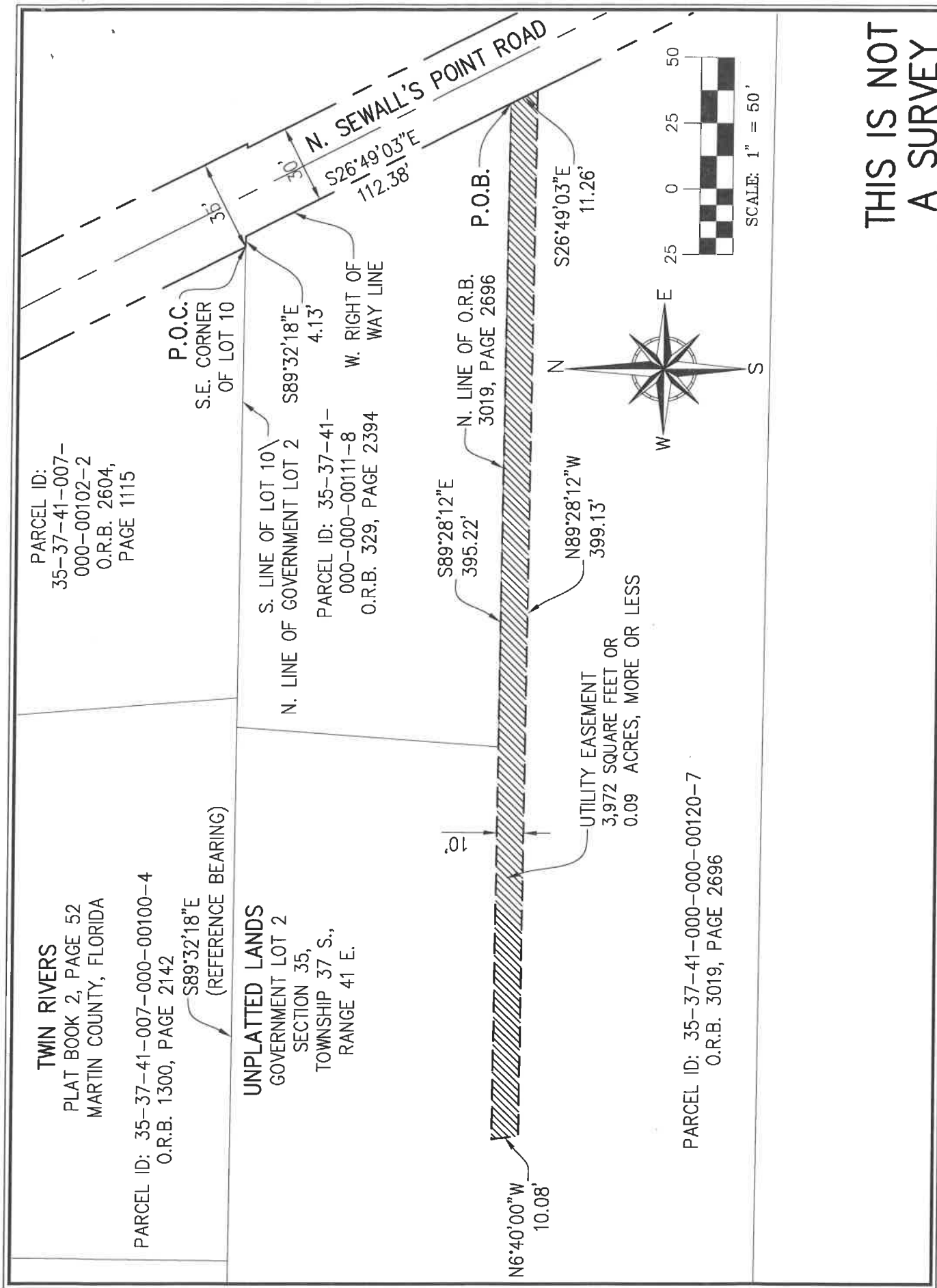
SHEET NO. 2	DATE 07/09/20	REV. LEGAL DESC. PER MARTIN COUNTY
OF 3 SHEETS		
PROJECT NO. 20-27		

A PORTION OF O.R.B. 3019, PAGE 2696 MARTIN COUNTY, FLORIDA
SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT

DATE 06/23/2020
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

B

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)288-5763 (772)288-5635 FAX
LICENSED BUSINESS NO. 6852



THIS IS NOT
A SURVEY

SHEET NO. <u>3</u> OF <u>3</u> SHEETS	DATE <u>07/09/20</u>	REVISIONS
PROJECT NO. <u>20-27</u>	REV. LEGAL DESC. PER MARTIN COUNTY	
A PORTION OF O.R.B. 3019, PAGE 2696 MARTIN COUNTY, FLORIDA		
UTILITY EASEMENT		
SKETCH AND LEGAL DESCRIPTION		
BETSY LINDSAY, INC. SURVEYING AND MAPPING 7907 SW JACK JAMES DRIVE STUART, FLORIDA 34997 (772)289-5783 (772)289-5835 FAX LICENSED BUSINESS NO. 6852		



Inst. # 2842495
Bk: 3164 Pg: 1028 Pages: 1 of 7
Recorded on: 10/8/2020 11:28 AM Doc: EAS
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$61.00

This instrument prepared by:
Brigitte Wantz for
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name: North Sewall's Point Force Main Ext. Project
Project No: RPM #3456
PCN: 35-37-41-008-000-00070-9

SPACE ABOVE THIS LINE FOR RECORDING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

UTILITY EASEMENT

THIS EASEMENT granted and executed this 11 day of SEPTEMBER, 2012, by Peter M. Dayton and Eileen M. Dayton, husband and wife, whose address is 14 Palm Court, Stuart, Florida 34996, 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 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, 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:

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, that said land is the homestead premises of the grantor.

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.

Grantor further warrants that there are no mortgages encumbering the Easement Premises except for that certain Mortgage in favor of CenterState Bank of Florida, N.A., (Mortgagee), dated October 3, 2014, and recorded in Official Records Book 2747, Page 890, and the Modification of Mortgage dated November 7, 2014, also in favor of CenterState Bank of Florida, N.A., whose address is 1101 1st Street South, Suite 202, Winter Haven, Florida 33881, and recorded November 17, 2014, in Official Records Book 2751, Page 2925, all in the public records, Martin County, Florida.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Karie Salerno

Karie Salerno

Print Name

Ronda Coleman

Ronda Coleman

Print Name

Karie Salerno

Karie Salerno

Print Name

Ronda Coleman

Ronda Coleman

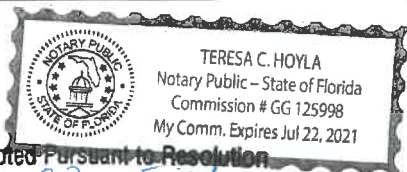
Print Name

STATE OF Florida
COUNTY OF Martin

Peter M. Dayton
PETER M. DAYTON, Grantor

Eileen M. Dayton
EILEEN M. DAYTON, Grantor

The foregoing Utility Easement was acknowledged before me this 11 day of September, 2020 by Peter M. Dayton and Eileen M. Dayton, husband and wife, by means of (☒) physical presence or () online notarization, who are (☒) personally known to me or _____ as identification.



Accepted Pursuant to Resolution

No 20-5-11

On 5/19/2020

Teresa Hoyle
Notary Public, State of Florida
Print Name: Teresa Hoyle
My Commission Expires: 7/22/2021

Project Name: North Sewall's Point Force Main Ext. Project
Project No: RPM #3456
PCN: 35-37-41-008-000-00070-9

CONSENT OF MORTGAGEE

CenterState Bank of Florida, N.A., (hereinafter referred to as "Mortgagee"), under that certain Mortgage dated October 3, 2014, and recorded October 22, 2014, in Official Records Book 2747, Page 890, and the Modification of Mortgage in favor of CenterState Bank of Florida, N.A. dated November 7, 2014, and recorded November 17, 2014, in Official Records Book 2751, Page 2925, all in the public records, Martin County, Florida, (hereinafter referred to as the "Mortgage"), hereby executes this document to evidence its consent to the granting and recording of that certain Easement to which this Consent of Mortgagee is attached and which is being recorded simultaneously herewith (hereinafter referred to as the "Easement"), further Mortgagee agrees that the Easement shall be an interest, superior to the Mortgage and in the property to which the Mortgage encumbers. This consent is given on the express condition that it shall in no way affect the lien of the Mortgage on the property described in the Mortgage but shall only be construed as a Subordination to the Easement.

This consent by Mortgagee is not intended to be and shall not be construed to be a waiver by Mortgagee of the maturity date of the principal, accrued interest or other amounts due under the terms of the note, mortgage or other loan documents, even though this consent may be executed subsequent to any maturity date or any other term or condition of the note, mortgage or other loan documents. This consent is not and shall not be construed to be an agreement or consent to a subordination of the lien of the Mortgage by Mortgagee to any other easements now existing or that may exist or arise in the future.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE TO CONSENT OF MORTGAGEE

Signed, sealed and delivered
in the presence of:

CENTERSTATE BANK OF FLORIDA,
N.A.

Teresa Hayle
Print Name: Teresa Hayle

By: [Signature]
Name: Randall Pennington
Title: VP/Commercial RM

Ronda Coleman
Print Name: Ronda Coleman

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 11 day of September,
2020 by Randall Pennington, as Vice President of CenterState Bank
of Florida, N.A., on behalf of said entity, () by means of physical presence or (X) online notarization.
He/She is (X) personally known to me or has produced _____ as identification.

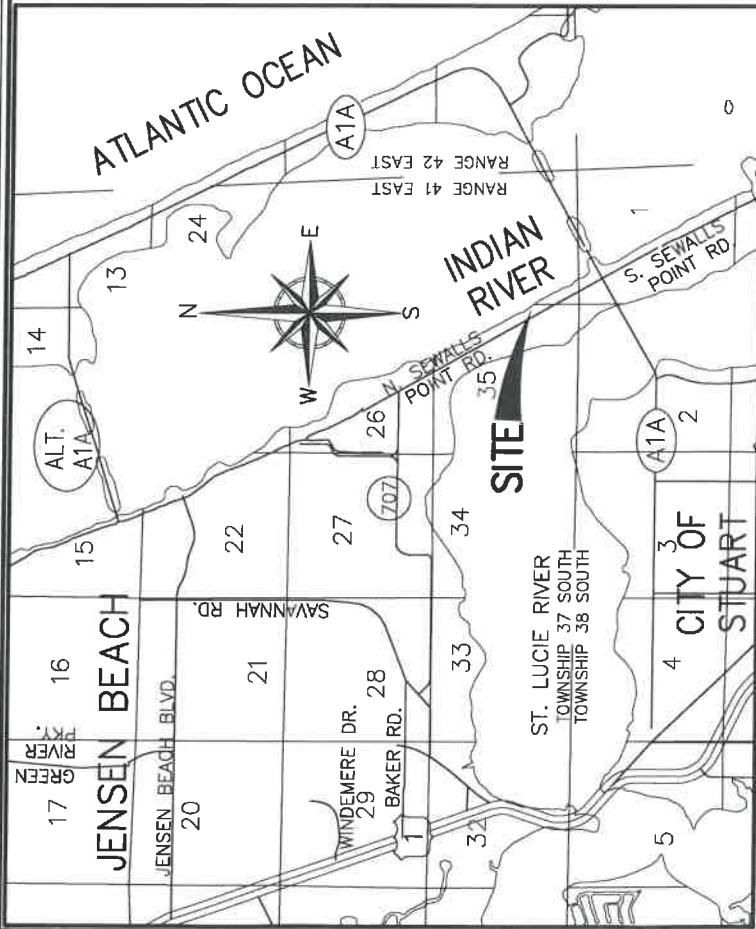


Teresa Hayle
Notary Public, State of: Florida
Print Name: Teresa Hayle
My Commission Expires: 7/22/2021

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/2007 ADJUSTED (N.A.D. 83/07), FLORIDA EAST ZONE, REFERENCE A BEARING OF N33°23'09"W ALONG THE CENTERLINE OF PALM COURT.
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.

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



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON JUNE 10, 2020, 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 FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" 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, INC.

SURVEYORS AND MAPPERS

ELIZABETH A. LINDSAY, P.L.S.

FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS DIGITALLY SIGNED

EXHIBIT "A"

SHEET NO. 1	DATE	REVISIONS
OF 3 SHEETS		
PROJECT NO.		
20-27		

A PORTION OF LOT 7, KNOWLES SUBDIVISION MARTIN COUNTY, FLORIDA
SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT

DATE 06/10/2020	SCALE NOT TO SCALE
FIELD B.	DRAWING BY D.B.
CHECKED BY E.A.L.	

B

BETSY LINDSAY, INC.

SURVEYING AND MAPPING

7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
0772286-5763 0772286-5963/FAX
LICENSED BUSINESS NO. 0652

LEGAL DESCRIPTION

UTILITY EASEMENT

A 10.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF LOT 7 OF THE PLAT OF KNOWLES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 90 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY AND THE EASTERLY 10.00 FEET OF SAID LOT 7; THE SOUTHERLY 10.00 FEET BEING BOUNDED ON THE NORTH BY A LINE BEING 30.00 FOOT NORTHERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE CENTERLINE OF THE EAST-WEST SECTION OF PALM COURT, A 40.00 FOOT RIGHT OF WAY PER SAID PLAT OF KNOWLES SUBDIVISION.

CONTAINING 2,558 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

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

ABBREVIATIONS

NO. NUMBER
P.L.S. PROFESSIONAL LAND SURVEYOR
R/W RIGHT OF WAY

SHEET NO. 2
OF 3 SHEETS
PROJECT NO.
20-27

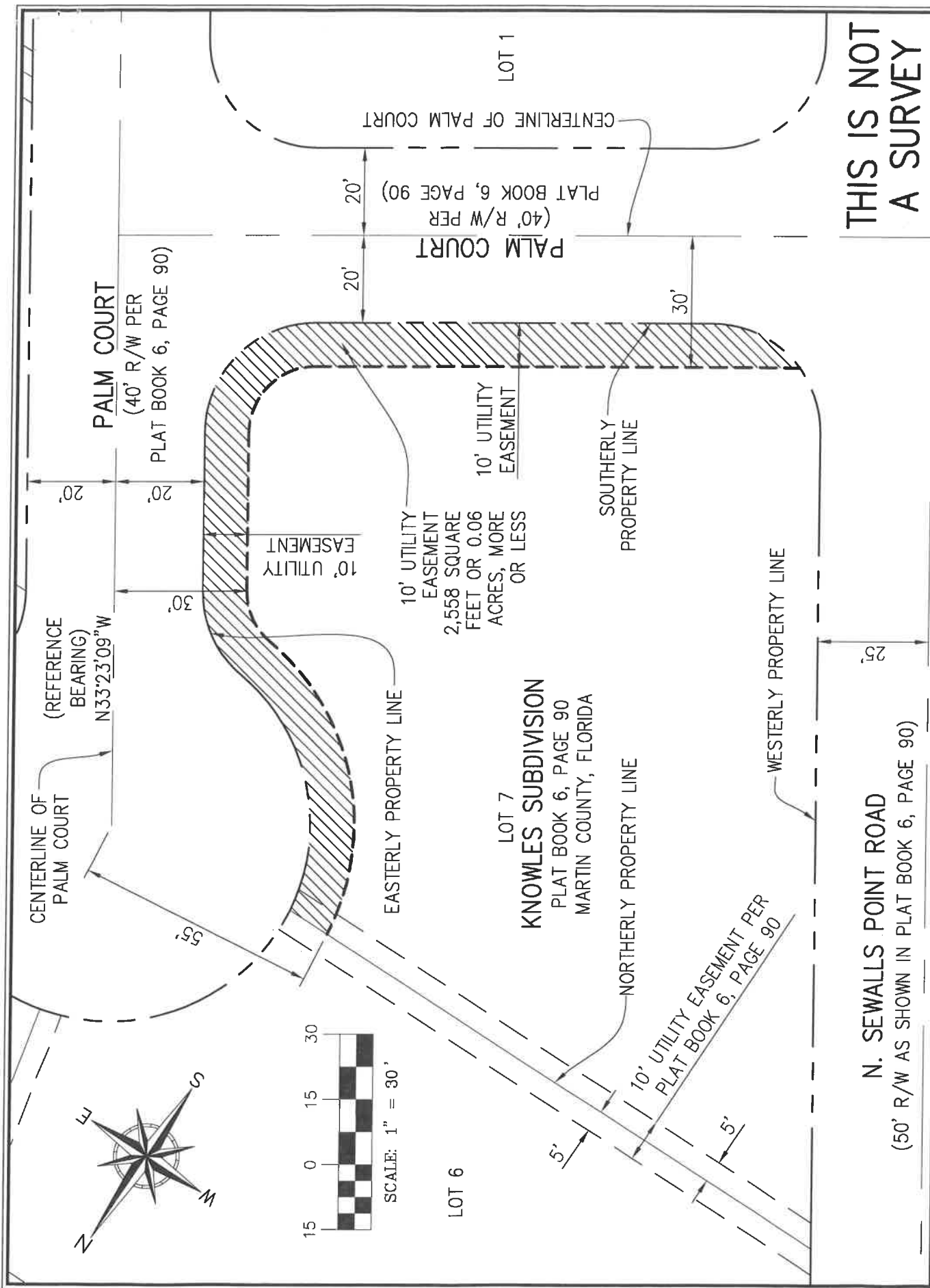
DATE	REVISIONS

A PORTION OF LOT 7, KNOWLES SUBDIVISION
MARTIN COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT

DATE 06/10/2020
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7697 S.W. JACK JAMES DRIVE STUART, FLORIDA 34987
0772/286-5783 0772/286-5803 FAX
LICENSED BUSINESS NO. 6862



THIS IS NOT
A SURVEY

SHEET NO. 3
OF 3 SHEETS
PROJECT NO.
20-27

[illegible]

A PORTION OF LOT 7, KNOWLES SUBDIVISION
MARTIN COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION

DATE 06/10/2020
SCALE 1" = 30'
FIELD BK. _____
DRAWING BY D.B.
CHECKED BY E.A.L.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING

7087 S.W. JACK JAMES DRIVE SUART, FLORIDA 34987
(772)286-5753 (772)286-5033-FAX
LICENSED BUSINESS NO. 0652



This instrument prepared by:
Brigitte Wantz for
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name: North Sewall's Point Force Main Ext. Project
Project No: PRM #3458
PCN: 35-37-41-009-000-00010-1

SPACE ABOVE THIS LINE FOR RECORDING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

UTILITY EASEMENT

THIS EASEMENT granted and executed this 16th day of September, 2020, by Vincent P. Miraglia, a single man, whose address is 66 North Sewall's Point Road, Stuart, FL 34996, 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 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, 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:

Western five (5') feet of Lot A & C of the Panora Subdivison, Government Lot 3, Palm Court, Lying in Section 35, Township 37 South, Range 41 East, in Martin County, Florida, and as more particularly shown on **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, that said land is the homestead premises of the grantor and that there are no mortgages encumbering the Easement Premises.

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 signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Michelle Lee Berger
Michelle Lee Berger
Print Name

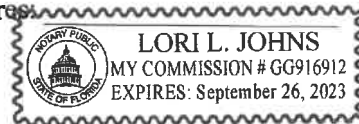
Lori L. Johns
Lori L. Johns
Print Name

Vincent P. Miraglia
VINCENT P. MIRAGLIA, Grantor

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 16th day of September 2020, by Vincent P. Miraglia, (✓) by means of physical presence or () online notarization. He is () personally known to me or has produced FL DL as identification.

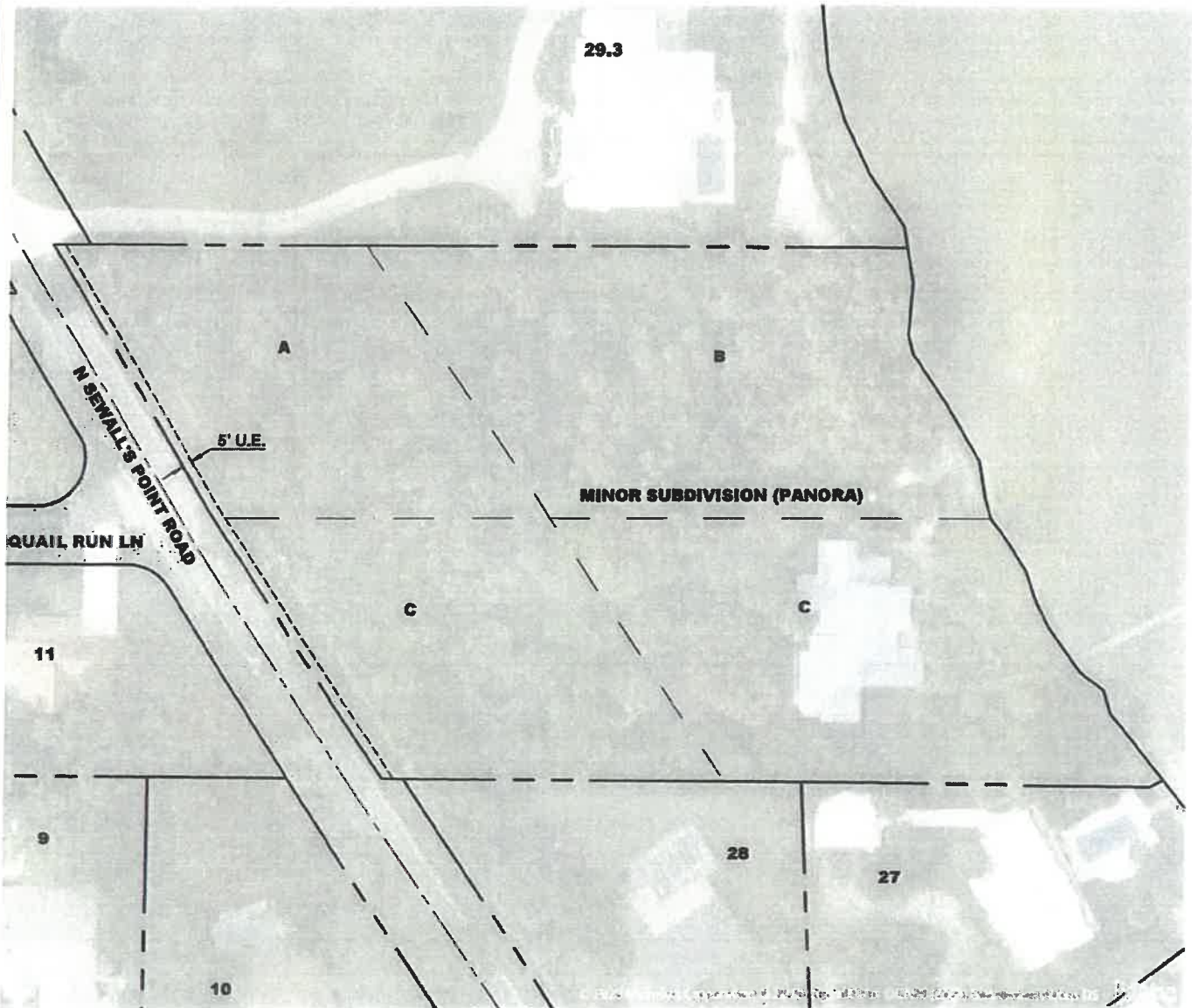
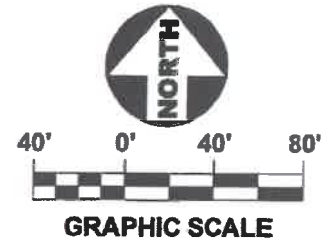
Lori L. Johns
Notary Public, State of Florida
Print Name: Lori L. Johns
My Commission Expires:



Accepted Pursuant to Resolution

No 20-5.11
On 5/19/2020

EXHIBIT "A"



**THE WESTERN 5' OF LOT A & C OF THE PANORA SUBDIVISION,
GOVERNMENT LOT 3, PALM COURT, LYING IN SECTION 35, TOWNSHIP 37
SOUTH, RANGE 41 EAST, IN MARTIN COUNTY, FLORIDA.**



• Joseph W. Capra
301 N.W. Flagler Ave
Stuart, Florida 34994
P.E. No. 37530
Phone: (772) 692-4344
Fax: (772) 692-4341

Engineering Business
No. EB-0007557

DATE: 3/5/20
DRAWN BY: BJD
DESIGNED BY: TLA
CHECKED BY: JWC
PROJECT No.: 023.136
HORZ. SCALE: 1"=80'
VERT. SCALE: N/A
CADD FILE: 8.5X11

**TOWN OF SEWALL'S POINT
SEPTIC TO SEWER
TOWN OF SEWALL'S POINT, FLORIDA
66 N. SEWALL'S POINT ROAD
PANORA SUBDIVISION
LOT A & C SETBACK EXHIBIT**

**SCALE
VERIFICATION**
0 0.5
SOLID BAR IS EQUAL TO
HALF AN INCH ON ORIGINAL
DRAWING, ADJUST ALL
SCALED DIMENSIONS
ACCORDINGLY

Sheet No. 1 of 1



Inst. # 2842497
Bk: 3164 Pg: 1038 Pages: 1 of 3
Recorded on: 10/8/2020 11:28 AM Doc: EAS
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$27.00

This instrument prepared by:
Brigitte Wantz for
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name: North Sewall's Point Force Main Ext. Project
Project No: RPM #3462
PCN: 35-37-41-005-000-00090-8

SPACE ABOVE THIS LINE FOR RECORDING DATA

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UTILITY EASEMENT

THIS EASEMENT granted and executed this 14th day of September, 20 20, by Anna B. Gabrynowicz, as to a Life Estate, Remainderman in favor of Anna B. Gabrynowicz, as Trustee under Anna B. Gabrynowicz Trust dated October 5, 1988, a single woman, whose address is 5 Quail Run Lane, Stuart, Florida 34996, 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 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, 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:

Northern ten (10') feet of Lot 9, Quail Run, according to the map or plat thereof as recorded in Plat Book 5 Page 22, public records of Martin County, Florida, and as more particularly shown on **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, that said land is the homestead premises of the grantor and that there are no mortgages encumbering the Easement Premises.

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 signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Print Name:

TIMOTHY FALK

Anna B. Gabrynowicz
ANNA B. GABRYNOWICZ, individually
and as to a Life Estate, Remainderman in
favor of Anna B. Gabrynowicz, as trustee
under Anna B. Gabrynowicz Trust, dated
October 5, 1988

Print Name:

Lori L. Johns

STATE OF Florida

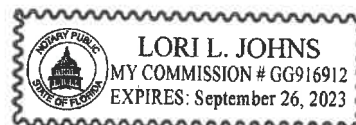
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 14 day of September, 2020, by Anna B. Gabrynowicz, as to a Life Estate, Remainderman in favor of Anna B. Gabrynowicz, as Trustee under Anna B. Gabrynowicz Trust dated October 5, 1988, (x) by means of physical presence or () online notarization. She is () personally known to me or has produced FL DL as identification.

Lori L. Johns
Notary Public, State of Florida

Print Name: Lori L. Johns

My Commission Expires: _____

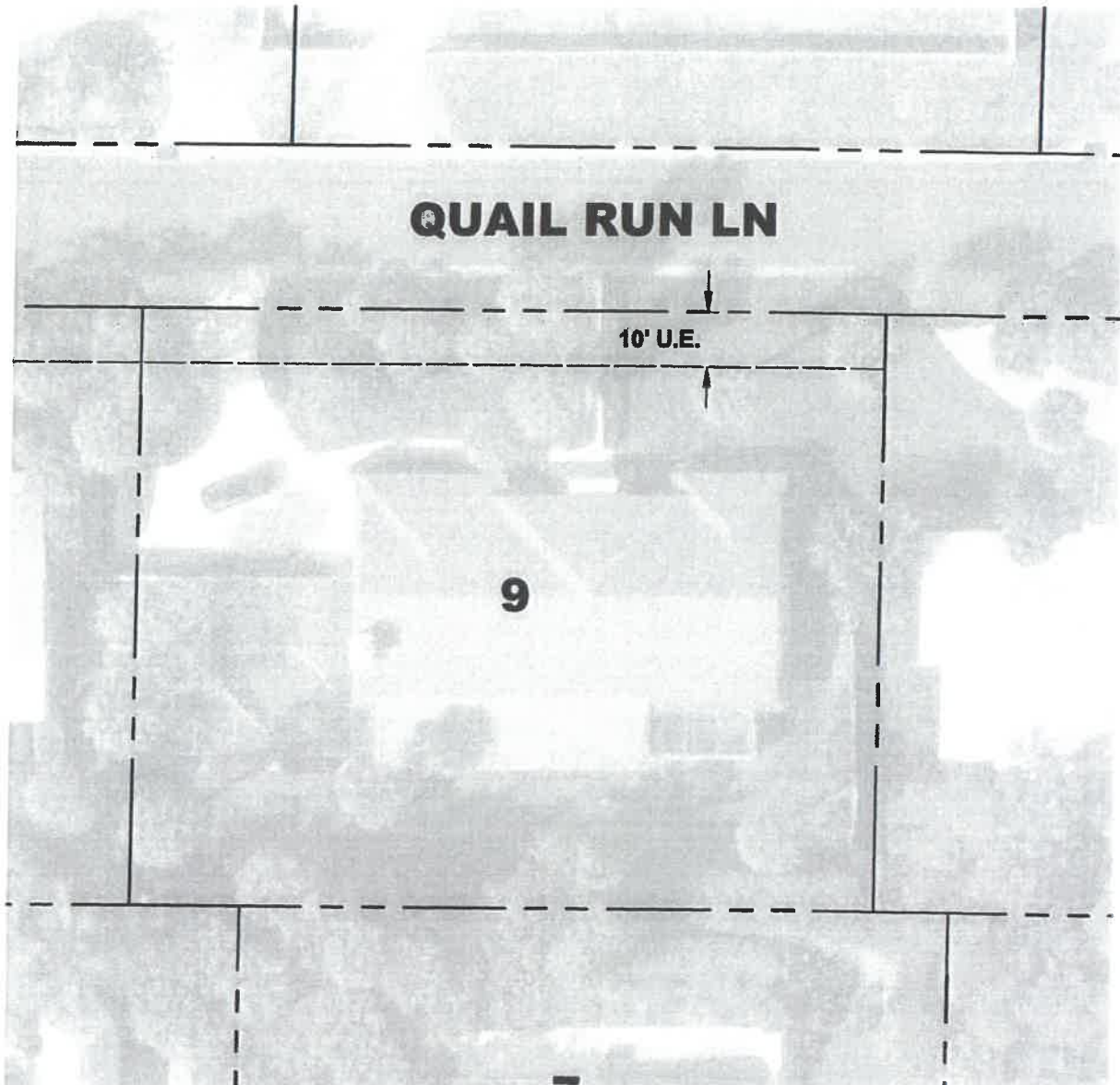
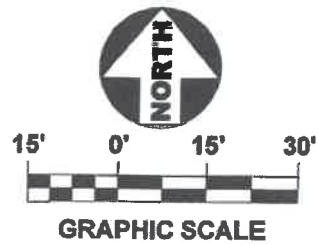


Accepted Pursuant to Resolution

No 20-5.11

On 5/19/2020

EXHIBIT "A"



THE NORTHERN 10' OF LOT 9, QUAIL RUN, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK5, PAGE 22, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.



• Joseph W. Capra
301 N.W. Flagler Ave
Stuart, Florida 34994
P.E. No. 37638
Phone: (772) 692-4344
Fax: (772) 692-4341

Engineering Business
No. EB-0007657

DATE: 3/5/20
DRAWN BY: BJD
DESIGNED BY: TLA
CHECKED BY: JWC
PROJECT No.: 023,130
HORZ. SCALE: 1" = 30'
VERT. SCALE: N/A
CADD FILE: 8.5X11

TOWN OF SEWALL'S POINT
SEPTIC TO SEWER
TOWN OF SEWALL'S POINT, FLORIDA
QUAIL RUN LOT 9
SETBACK EXHIBIT

SCALE VERIFICATION
0.5
SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING, ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Sheet No. 1 of 1



Inst. # 2849857
Bk: 3173 Pg: 1012 Pages: 1 of 3
Recorded on: 11/13/2020 4:28 PM Doc: EAS
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$27.00

This instrument prepared by:
Brigitte Wantz for
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name: North Sewall's Point Force Main Ext. Project
Project No: RPM #3454
PCN: 35-37-41-007-000-00100-4

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UTILITY EASEMENT

THIS EASEMENT granted and executed this 4th day of November, 2020, by R. MICHAEL CRARY and ANN L. CRARY, husband and wife, whose address is 1 Wendy Lane, Stuart, Florida 34996, 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 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, 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:

Northern fifteen (15') feet of Lot 10, Twin Rivers Subdivision as recorded in Plat Book 2 Page 52, Martin County, Florida, Public Records and as more particularly shown on **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, that said land is the homestead premises of the grantor and that there are no mortgages encumbering the Easement Premises.

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 signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

[Signature]
Jo Ann Long
Print Name

[Signature]
Juliet Meyrane
Print Name

[Signature]
Jo Ann Long
Print Name

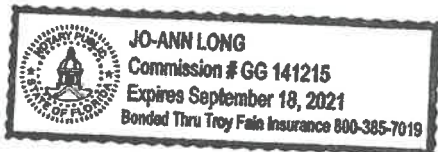
[Signature]
Juliet Meyrane
Print Name

[Signature]
R. MICHAEL CRARY, Grantor

[Signature]
ANN L. CRARY, Grantor

STATE OF Florida
COUNTY OF ST Lucie

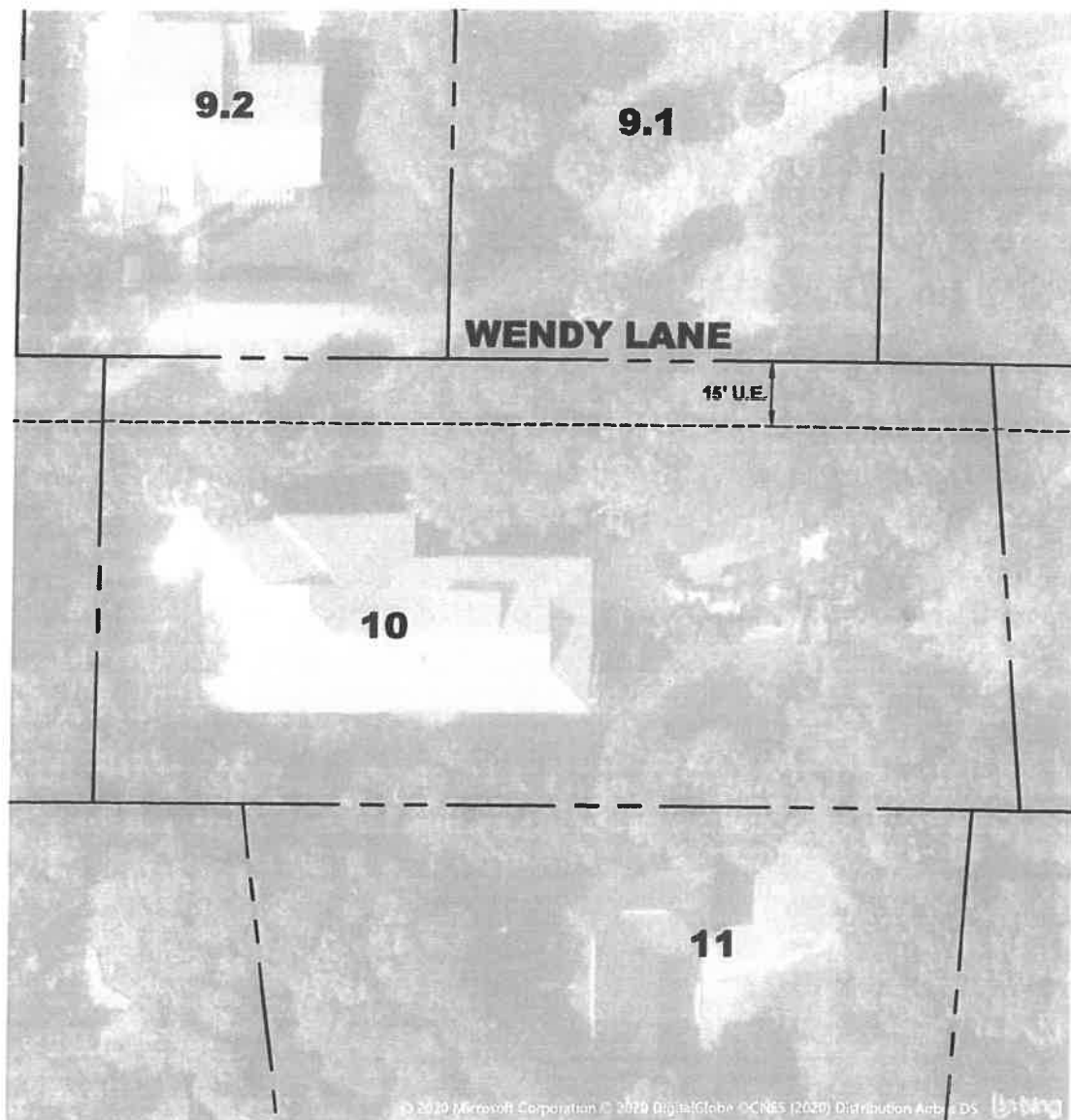
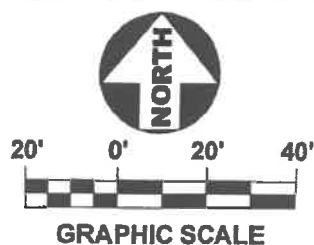
The foregoing Utility Easement was acknowledged before me this 4th day of November, 2020 by R. Michael Crary and Ann L. Crary, (x) by means of physical presence or () online notarization. They are (x) personally known to me or have produced _____ as identification.



[Signature]
Notary Public, State of _____
Print Name: _____
My Commission Expires: _____

Accepted Pursuant to Resolution
No 20-5.11
On 5/19/2020

EXHIBIT "A"



**THE NORTHERN 15' OF LOT 10, TWIN RIVERS SUBDIVISION AS RECORDED
IN PLAT BOOK 2, PAGE 52, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS.**



• Joseph W. Capra
301 N.W. Flagler Ave
Stuart, Florida 34994
P.E. No. 37638
Phone: (772) 692-4344
Fax: (772) 692-4341

Engineering Business
No. EB-0007657

DATE: 3/5/20
DRAWN BY: BJD
DESIGNED BY: TLA
CHECKED BY: JWC
PROJECT No.: 023.120
HORZ. SCALE: 1" = 40'
VERT. SCALE: N/A
CADD FILE: BLSX11

**TOWN OF SEWALL'S POINT
SEPTIC TO SEWER
TOWN OF SEWALL'S POINT, FLORIDA
WENDY LANE LOT 10
SETBACK EXHIBIT**

**SCALE
VERIFICATION**
0 5.6
SOLID BAR IS EQUAL TO
HALF AN INCH ON ORIGINAL
DRAWING. ADJUST ALL
SCALED DIMENSIONS
ACCORDINGLY

Sheet No. 1 of 1



This instrument prepared by:
Brigitte Wantz for
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name: North Sewall's Point Force Main Ext. Project
Project No: RPM #3461
PCN: 35-37-41-005-000-00080-0

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UTILITY EASEMENT

THIS EASEMENT granted and executed this 22nd day of September, 2020, by Gerard A. Arcari and Dayse B. Moretto, husband and wife, whose address is 7 Quail Run Lane, Stuart, Florida 34996, 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 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, 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:

Northern ten (10') feet of Lot 8, Quail Run, according to the Plat thereof as recorded in Plat Book 5, Page 22, Public Records of Martin County, Florida, and as more particularly shown on **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, that said land is the homestead premises of the grantor.

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.

Grantor further warrants that there are no mortgages encumbering the Easement Premises except for that certain Mortgage in favor of Wells Fargo Bank, N.A., whose address is 420 Montgomery Street, San Francisco, CA 94163 (Mortgagee), dated March 15, 2016, and recorded in Official Records Book 2840, Page 1590, in Martin County, Florida, public records.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

April Stancius
April Stancius
Print Name

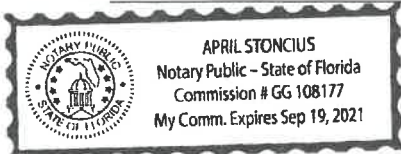
Lori Johns
Lori Johns
Print Name

April Stancius
April Stancius
Print Name

Lori Johns
Lori Johns
Print Name

STATE OF Florida
COUNTY OF Martin

The foregoing Utility Easement was acknowledged before me this 22nd day of September, 2020 by Gerard A. Arcari and Dayse B. Moretto, husband and wife (☒) by means of physical presence or () online notarization, who are () personally known to me or ☒ have produced drivers license as identification.



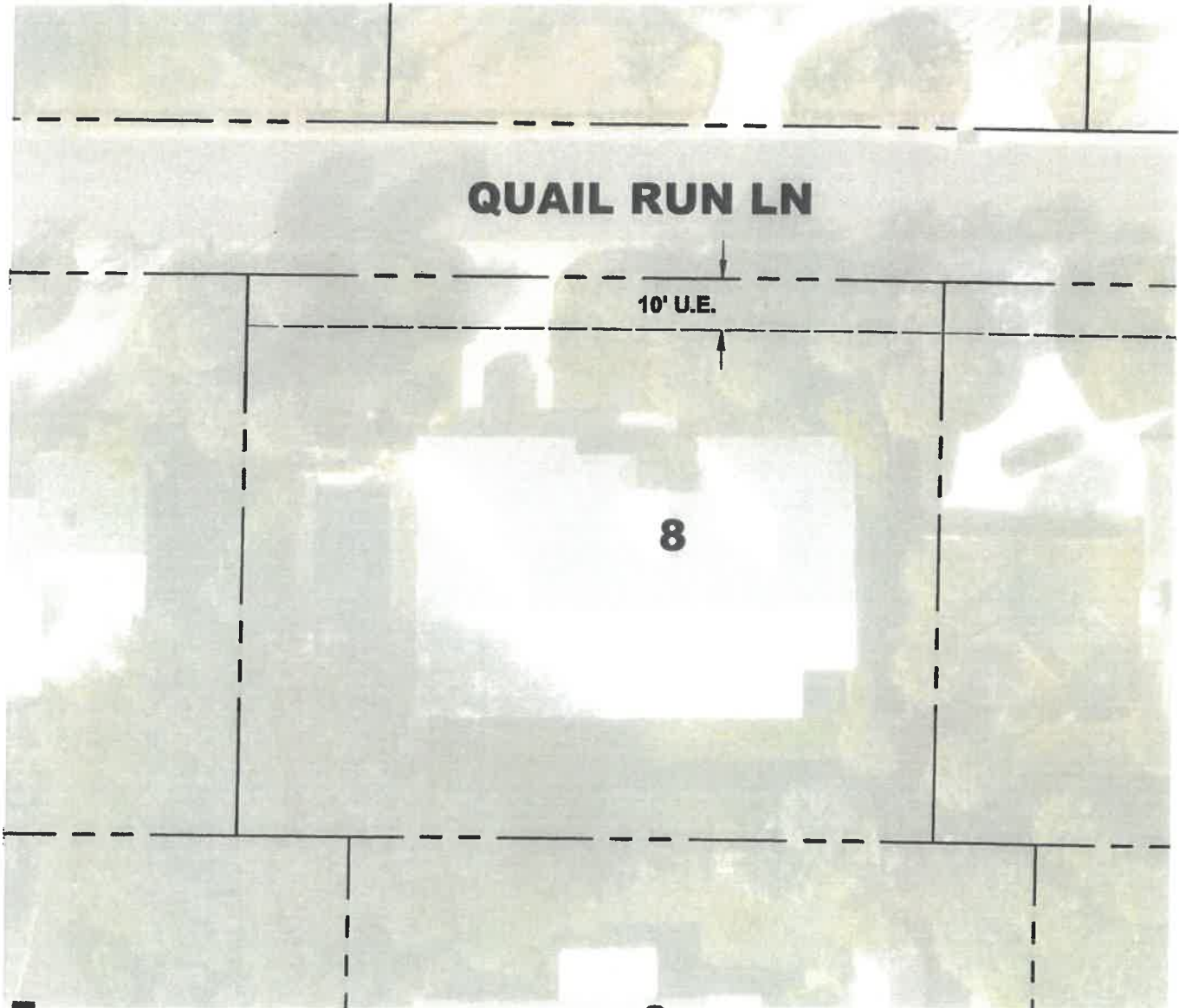
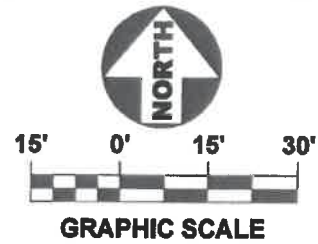
Gerard A. Arcari
GERARD A. ARCARI, Grantor

Dayse B. Moretto
DAYSE B. MORETTO, Grantor

April Stancius
Notary Public, State of Florida
Print Name: April Stancius
My Commission Expires: 9-19-21

Accepted Pursuant to Resolution
No 20-5.11
On 5/19/2020

EXHIBIT "A"



THE NORTHERN 10' OF LOT 8, QUAIL RUN, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 22, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.



• Joseph W. Capra
301 N.W. Flagler Ave
Stuart, Florida 34994
P.E. No. 37638
Phone: (772) 692-4344
Fax: (772) 692-4341

Engineering Business
No. EB-0007657

DATE: 3/5/20
DRAWN BY: BJD
DESIGNED BY: TLA
CHECKED BY: JWC
PROJECT No.: 023.130
HORIZ. SCALE: 1"=30'
VERT. SCALE: N/A
CADD FILE: 8.5X11

**TOWN OF SEWALL'S POINT
SEPTIC TO SEWER
TOWN OF SEWALL'S POINT, FLORIDA
QUAIL RUN LOT 8
SETBACK EXHIBIT**

SCALE VERIFICATION

0 0.5
SOLID BAR IS EQUAL TO
HALF AN INCH ON ORIGINAL
DRAWING. ADJUST ALL
SCALED DIMENSIONS
ACCORDINGLY


Sheet No. 1 of 1

Consent of Lien Holder

Wells Fargo Bank, N.A. ("Lien Holder"), is the current holder of a Mortgage /Deed of Trust dated March 15, 2016 as recorded in Instrument No. CFN 2563412 Book/Page 2840/1590, hereby consents to the grant of the foregoing Utility Easement dated September 22nd, 2020 and signed by Gerard A. Arcari and Dayse B. Moretto, husband and wife, and joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold and the same is hereby deemed to be sold subject to said Easement.

SIGNED AND EXECUTED this November day of 10th, 2020.

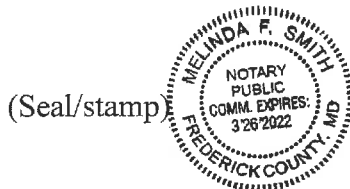
Wells Fargo Bank, N.A.

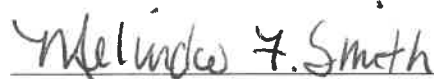
By: 
Dustin Green 11-10-2020
Vice President

State of Maryland
County of Frederick

On this 10th day of November, 2020, before me, the undersigned officer, personally appeared Dustin Green who acknowledged himself/herself/themselves to be the Vice President of Wells Fargo Bank, N.A., a national banking association, and that he/she/they, as such Vice President of Wells Fargo Bank N.A., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the national banking association by himself/herself/themselves as Vice President.

In witness thereof I hereunto set my hand and official seal.




Notary name: Melinda F. Smith
Notary Public
My commission expires: 03/26/2022