

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

Project Name: Forestar USA Group - OBP West UE
Project No: RPM #3219
PCN: 22-37-41-000-000-00405-1

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

UTILITY EASEMENT

THIS EASEMENT granted and executed this 8 day of OCTOBER, 2018, by FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750, 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.

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:

GRANTOR:

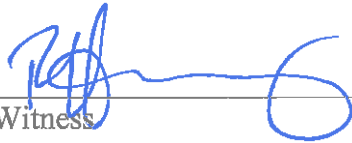
**Forestar (USA) Real Estate Group, Inc.,
a Delaware corporation**



Witness

Brian Byrne

Print Name



Witness

Ryan Harvey

Print Name

BY:  BMB

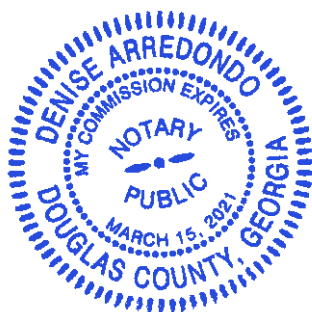
Michael Ainsley

Print Name

Title: President - East Region

State of Georgia }
County of Cobb }

The foregoing Utility Easement was acknowledged before me this 8th day of October, 2018 by Michael Ainsley, as President - East Region of Forestar (USA) Real Estate Group, Inc., a corporation existing under the laws of the State of Delaware, on behalf of the corporation. He/she is (☒) personally known to me or has produced n/a as identification.



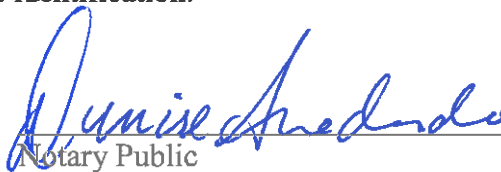

Notary Public

EXHIBIT A

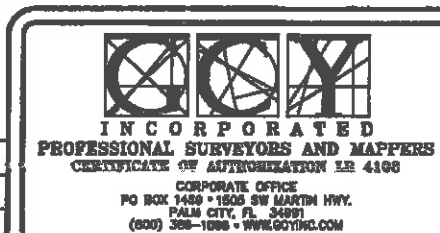
Utility Easement Legal Description

Being a strip of land 20 feet in width lying 10 feet on each side of the following described centerline. Said centerline lying in Section 22, Township 37 South, Range 41 East, Martin County, Florida, said centerline being described as follows:

Commence at the West Quarter corner of said Section 22; Thence along the North line of the Southwest Quarter of said Section 22; Thence South 89°58'28" East, a distance of 660.18 feet to the West line of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 22; Thence along said line South 00°20'36" East, a distance of 470.32 feet to the **Point of Beginning**; Thence departing said line South 89°52'33" East, a distance 30.00 feet; Thence North 00°20'36" West, a distance of 110.04 feet; Thence South 89°57'03" East, a distance of 633.07 feet; Thence South 43°58'36" East, a distance of 16.07 feet to the beginning of a non-tangent curve concave to the Northwest having a radius of 211.20 feet; Thence Northerly along the arc of said curve through a central angle of 25°21'28", a distance of 93.47 feet, said curve also having a chord bearing of North 85°55'12" East, a chord distance of 92.71 feet to the beginning of a non-tangent curve concave to the Northwest having a radius of 85.00 feet; Thence Northerly along the arc of said curve through a central angle of 66°47'34", a distance of 99.09 feet, said curve having a chord bearing of North 36°40'10" East, a chord distance of 93.57 feet to the beginning of a tangent line; Thence North 03°16'23" East, a distance of 68.33 feet to the beginning of a tangent curve concave to the Southeast having a radius of 226.50 feet; Thence along the arc of said curve through a central angle of 20°26'53", a distance of 80.83 feet, said curve also having a chord bearing of North 13°29'49" East, a chord distance of 80.41 feet to the beginning of a non-tangent line; Thence South 87°22'50" East, a distance of 132.15 feet; Thence South 89°58'28" East, a distance of 872.15 feet; Thence South 61°35'33" East, a distance of 77.82 feet; Thence South 89°59'10" East, a distance of 596.05 feet; Thence South 17°44'05" East, a distance of 29.57 feet; Thence North 72°15'55" East, a distance of 30.00 feet to the Point of Terminus on the Westerly Right-of-way line of Florida East Coast Railway.

Containing 1.32 acres, 57,363.82 SQ.FT. more or less

2	REVISED LEGAL	9/5/2018	M.F.M.
1	REVISED LEGAL	4/16/2018	M.F.M.
NO.	REVISIONS	DATE	BY



Sketch & Legal	
D.R. Horton Inc.	
MARTIN COUNTY, FLORIDA	
Scale:	Date:
N.A.	Jan. 2018
Drawn By:	Checked:
M.F.M.	P.A.
File & Drawing No.:	
17-1010-01	
Sheet	
1 of 4	

Surveyor's Notes:

- 1) This sketch and legal description is based on office information only and does not represent a boundary survey.
- 2) This legal description shall not be valid unless:
 - A) Provided in its entirety consisting of 4 sheets, with sheets 3 & 4 being the sketch of description.
 - B) Reproductions of the description and sketch are signed and sealed with an embossed surveyor's seal.
- 3) Bearings shown hereon are referenced to the State Plane Coordinate System, Florida East Zone, North American Datum 1983, adjustment of 2011 and are further referenced to the West line of the NE Quarter of the SW Quarter of the SW Quarter of Section 22, Township 37 South, Range 41 East, Martin County, Florida. Said line bears N00°20'36"W.

Certification

(Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper)

I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Standards of Practice for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

9/27/2018

Date of Signature



Peter Andersen

Professional Surveyor and Mapper
Florida Certificate No. 5199



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION 23 4188

CORPORATE OFFICE
PO BOX 1488 • 1505 SW MARTIN HWY.
PALM CITY, FL 34901
(888) 386-1066 • WWW.GCYINC.COM

Sketch & Legal

D.R. Horton Inc.

MARTIN COUNTY,

FLORIDA

Scale:

N.A.

Date:

Jan. 2018

File & Drawing No.:

17-1010-01

Drawn By:

Checked:

Sheet

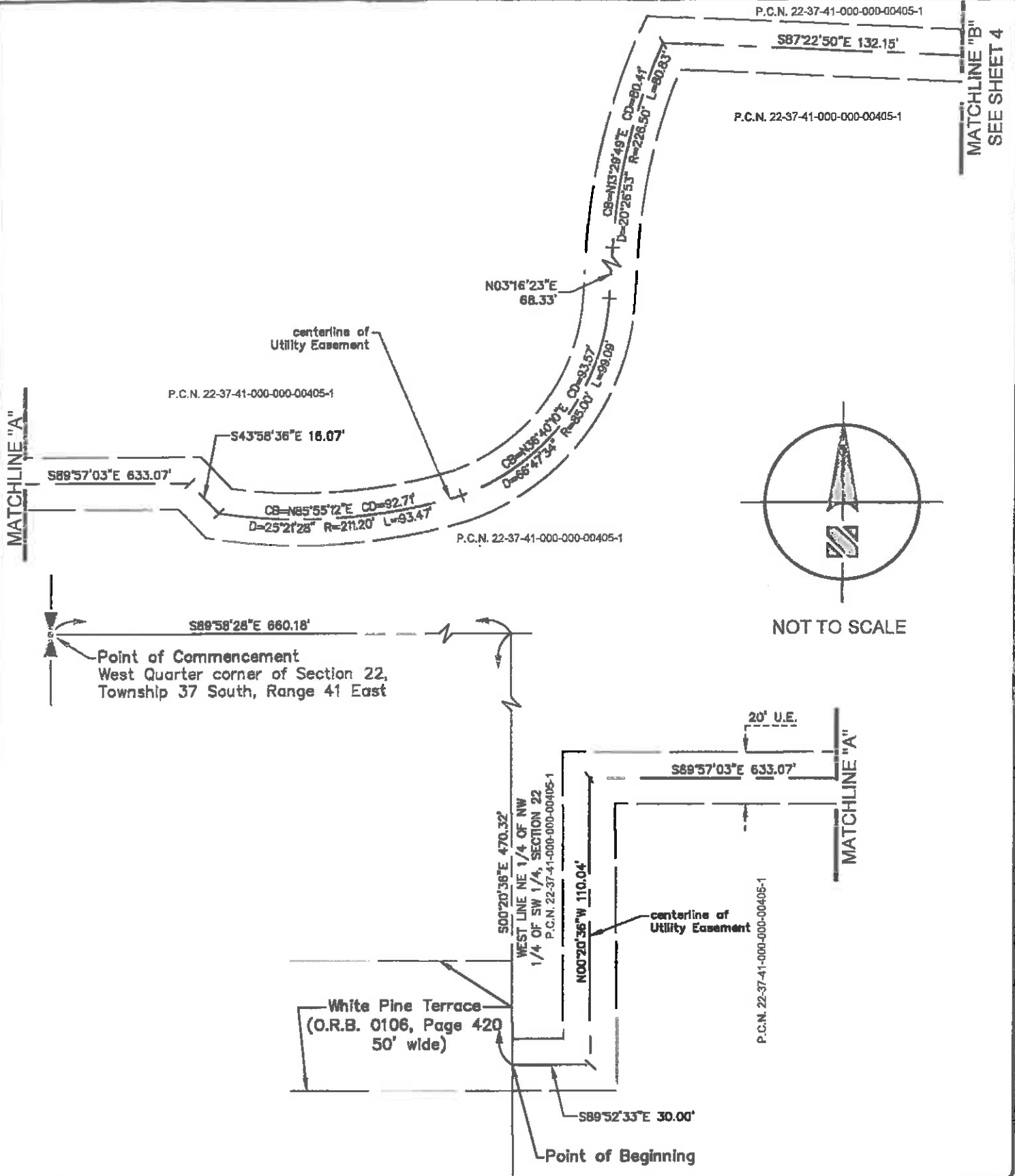
M.F.M.

P.A.

2

of 4

NO.	REVISIONS	DATE	BY



NOTE:

This drawing does not represent a boundary survey and is based on office information only.



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE
 PO BOX 1488 • 1809 SW MARTIN HWY.
 PALM CITY, FL 34981
 (888) 368-1088 • WWW.GCYINC.COM

Sketch & Legal

D.R. Horton Inc.

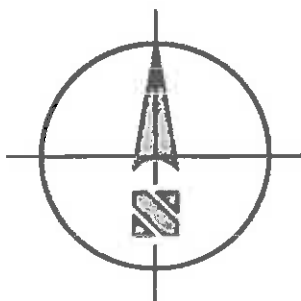
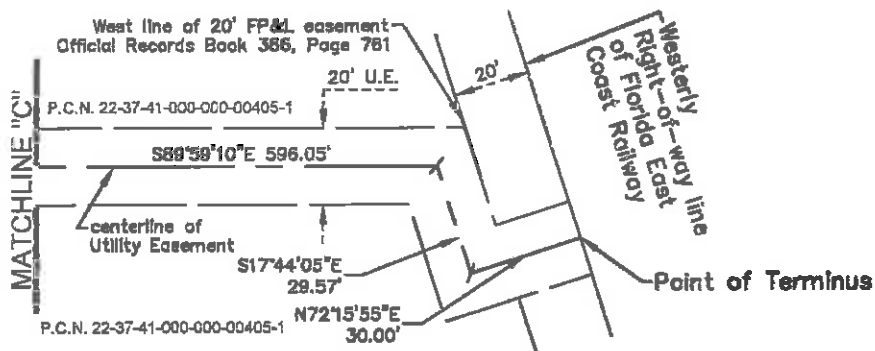
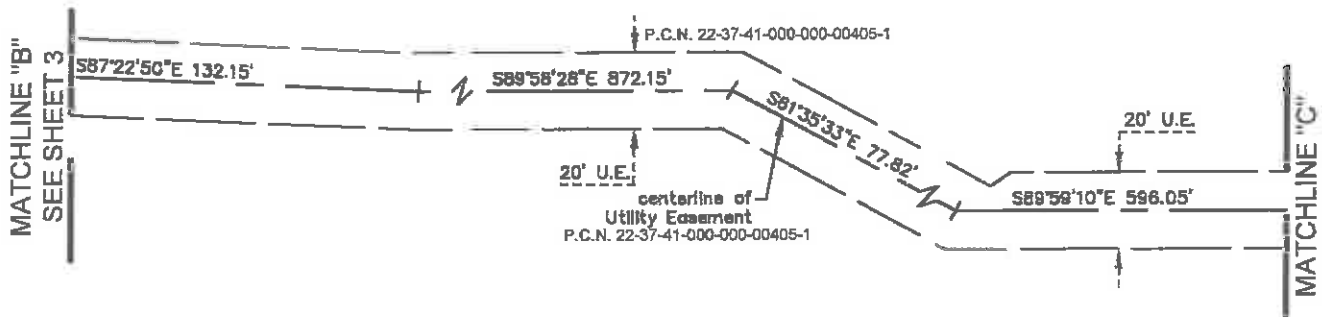
MARTIN COUNTY,

FLORIDA

Scale:	Date:
N.A.	Jan. 2018
Drawn By:	Checked:
M.F.M.	P.A.

File & Drawing No.:
17-1010-01
Sheet
3 of 4

NO.	REVISIONS	DATE	BY



NOT TO SCALE

NOTE:
This drawing does not represent
a boundary survey and is based
on office information only.



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION OF 4108

CORPORATE OFFICE
PO BOX 1489 • 1805 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 385-1086 • WWW.GCMINC.COM

Sketch & Legal

D.R. Horton Inc.

MARTIN COUNTY,

FLORIDA

Scale:

Date:

N.A.

Jan. 2018

Drawn By:

Checked:

M.F.M.

P.A.

File & Drawing No.:

17-1010-01

Sheet

4 of 4

1	REVISED EASEMENT	4/16/2018	M.F.M.
NO.	REVISIONS	DATE	BY

Project Name: Forestar USA Group-OBP West Utility Easement
Project Number: RPM #3219
PCN: 22-37-41-000-000-00405-1

CONSENT OF MORTGAGEE

D.R. Horton, Inc., a Delaware corporation, (hereinafter referred to as "Mortgagee") under that certain Mortgage and Security Agreement dated March 16, 2018, and recorded March 19, 2018 in Official Records Book 2981, page 1096, Martin County, Florida, public records (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:

D.R. Horton, Inc., a Delaware corporation

[Signature]
Print Name: Robert M. Karnes

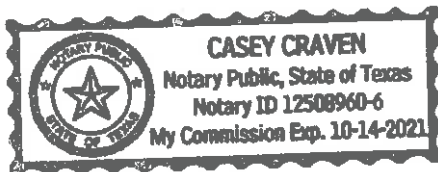
By: [Signature]
Name: Bill W. Wheat
Chief Financial Officer

[Signature]
Print Name: Christopher White

Title: _____

STATE OF Texas }
COUNTY OF Tarrant }

The foregoing instrument was acknowledged before me this 18th day of October,
2018 by Bill Wheat, as Chief Financial Officer of D.R. Horton, Inc., a
Delaware corporation on behalf of said entity, who is personally known to me or has produced
_____ as identification.



[Signature]
Notary Public, State of Texas

Print Name: Casey Craven

My Commission Expires: 10-14-2021