

## UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Agreement") is made and entered into this 27<sup>th</sup> day of September, 2011, by and between OBP WEST, LLC, a Florida limited liability company, ("OBP") and MARTIN COUNTY, a political subdivision of the State of Florida ("COUNTY").

WHEREAS, OBP owns a parcel of land located in the Town of Ocean Breeze Park as more particularly described in Exhibit "A" ("OBP Property"); and

WHEREAS, COUNTY desires to obtain an easement over a portion of the OBP Property in order to construct a force main line to serve the residents of Martin County and the Town of Ocean Breeze Park and connecting with existing COUNTY improvements; and

WHEREAS, the parties desire to enter into this Agreement to identify the area of the easement and the obligations and responsibilities for construction of the force main line.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OBP and COUNTY agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and made a part of this Agreement by reference.
2. **EASEMENT.** OBP shall convey to COUNTY an easement over the OBP Property more particularly described in Exhibit "B", which is attached hereto and incorporated herein, ("Easement Area") pursuant to the form of Utility Easement attached hereto and incorporated herein as Exhibit "C". The parties agree and acknowledge that the easement area required for the purposes set forth in this Agreement is less than the area described in Exhibit "B" and therefore agree that upon receipt of the Engineer of Record's "Certification of the Improvements" as required in Section 4. below, the parties shall amend the Utility Easement to reduce the legal description of the Easement Area to describe a fifteen foot wide easement centered on the completed force main as set forth in Section 3.A below. Such amendment shall be recorded in the public records. It is expressly acknowledged and agreed that COUNTY shall not pay OBP for such easement, or provide a credit in its wastewater agreement, or otherwise compensate OBP for the subject easement.
3. **CONSTRUCTION OF FORCE MAIN LINE.**

A. COUNTY, at COUNTY's expense, shall construct a twelve inch (12") force main line ("Improvements") within the Easement Area consistent with the "Construction Drawings for Ocean Breeze Park West Backbone Roadway" prepared by Schaefer Fagan & Associates, Inc., the Engineer of Record, and date stamped August 25, 2010, which is incorporated herein by reference ("Plan").

B. COUNTY shall pay all costs to construct the Improvements in accordance with the Plan. OBP, at OBP's expense, shall hire the Engineer of Record, who shall be responsible for inspecting and certifying the Improvements as built in accordance with the Plan to OBP and COUNTY. During construction of the Improvements the Engineer of Record shall have the right and obligation to inspect the Improvements to determine compliance and consistency with the Plan. Prior to the Engineer of Record certifying the Improvements, COUNTY shall have the right to inspect in accordance with USD Design and Construction Standards, Revision July 2010. Following the Engineer of Record's final certification of the completed Improvements having been constructed in accordance with the Plan, COUNTY shall have no responsibility for or liability to OBP for defects or any inconsistencies between the Plan and the certified Improvements.

C. COUNTY shall provide OBP written notice of its intent to begin construction of the Improvements at least sixty (60) days prior to COUNTY's issuance of a notice to proceed to its utility construction contractor. Prior to such written notice by COUNTY, OBP may elect to construct the Improvements in accordance with the Plan at its sole cost. OBP shall give COUNTY written notice of its intent to begin construction of the Improvements at least sixty (60) days prior to issuance of a notice to proceed with construction. OBP shall remain responsible for hiring and paying for the Engineer of Record in accordance with Section 3.B above. If OBP elects to construct the Improvements pursuant to this section, COUNTY agrees to provide a credit to OBP towards capital facilities charges for oversizing required lines in any Wastewater Agreement that may be entered into by COUNTY and OBP for the OBP Property in accordance with USD Policy 020.002 (9-1-2002) which provides for credits for oversizing of required lines to meet COUNTY's additional needs. County further agrees that OBP may assign all or a portion of right to such credit to third parties for use against capital facilities charges for provision of service to all or a portion of the OBP Property.

4. **RECORD DRAWINGS.** Upon completion of the Improvements, OBP shall provide COUNTY with one (1) complete set of the record drawings of all installed Improvements, signed and certified by the Engineer of Record and a Registered Florida Professional Surveyor and Mapper and two electronic copies as set forth in USD Minimum Design and Construction Standards, Revision July 2010.

5. **INSURANCE.** If COUNTY constructs the Improvements, COUNTY shall ensure that its contractor maintains insurance coverage relating to all work performed

within the Easement Area in amounts consistent with insurance coverage COUNTY customarily requires of its contractors for projects involving the installation of similar Improvements and shall require the contractor to name OBP as an additional named insured on such certificate of insurance.

6. **INDEMNIFICATION.** OBP shall indemnify and hold harmless COUNTY, its agents, employees, elected officers and representatives from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of OBP, its contractors, agents or employees, in constructing the Improvements. COUNTY, to the extent permitted by Florida Law and limited by Section 768.28, Fla. Stat., agrees to be responsible for all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees arising out of the negligence, recklessness, or intentional wrongful misconduct by the COUNTY, its contractors, agents, or employees in constructing the Improvements. Provided, however, nothing herein shall be construed as a waiver of COUNTY's sovereign immunity afforded by the Florida Constitution, the provisions of Section 768.28, Fla. Stat., or a consent to be sued by Third Parties in any manner arising from this Agreement.

7. **DAMAGE TO PROPERTY.** COUNTY shall be responsible for repairing, replacing and restoring any OBP improvements or property within the Easement Area or OBP Property damaged as a result of COUNTY's work as described herein. Such repairs, replacements and restoration of any OBP improvements or property within the Easement Area or OBP Property shall be to a condition no less than as existed prior to COUNTY's damage to the same.

8. **COMPLIANCE WITH APPLICABLE LAWS.** COUNTY, or OBP if OBP constructs the Improvements, shall obtain all permits and approvals necessary for the construction of the Improvements contemplated herein and consistent with the Plan and shall at all times comply with all applicable laws, rules and regulations governing said Improvements.

9. **DEFAULT.** The breach of any term or condition of this Agreement by any party is a default by that party. No party shall be deemed to be in default under this Agreement unless and until the alleged defaulting party shall have received written notice of default and shall have failed to cure the default within thirty (30) days after the receipt of such notice.

10. **REMEDIES.** If either party fails to cure any default within the time period described herein (after receiving notice as required above), the non-breaching party shall have all rights and remedies available at law and/or in equity including, but not limited to, the right to self-help. All reasonable costs and expenses incurred in effecting such cure shall be reimbursed by the breaching party within thirty (30) days of receipt of demand therefore, which demand shall be accompanied by a paid invoice for and a detailed description of such costs and expenses. Any amount due hereunder and not paid timely shall bear interest at the highest non-usurious rate permitted by law.

11. **ENTIRE AGREEMENT.** This Agreement, including the exhibits attached hereto, sets forth the entire agreement between the parties. All prior and contemporaneous conversations and all prior writings between the parties hereto or their representatives are merged herein and extinguished. This Agreement shall not be modified except in writing subscribed to by all parties.

12. **ATTORNEYS' FEES AND WAIVER OF JURY TRIAL.** In the event either party is required to commence legal proceedings in order to enforce its rights and interests hereunder, the parties expressly agree that each party will bear its own attorney's fees and costs. The parties expressly and specifically hereby waive the right to jury trial as to any issue in any way connected to this Agreement.

13. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any action arising out of, or related to, this Agreement shall be Martin County, Florida.

14. **RELATIONSHIP OF PARTIES.** Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of OBP and COUNTY.

15. **WAIVER.** No failure by either party to insist upon the strict performance of any term hereof, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect.

16. **NOTICES.** If a party desires to give notice hereunder to the other, such notice shall be in writing and addressed to the party for whom it is intended at the addresses set forth above, with copies of all such notices sent to:

OBP:	Marcia Hendry-Coker, Manager 5690 Sunshine Farms Way Palm City, FL 34990
OBP's Attorney:	Noreen S. Dreyer, Esq. Ruden McClosky, P.A. 145 NW Central Park Plaza, Ste. 200 Port St. Lucie, FL 34986
COUNTY:	Martin County Utilities Director 2378 SE Ocean Blvd. Stuart, FL 34996
COUNTY's Attorney:	Martin County Attorney 2401 SE Monterey Road Stuart, FL 34996

All notices may be deposited in the United States mail, certified or registered mail, return receipt requested with postage prepaid, sent by Federal Express or comparable overnight mail service, or by facsimile or electronic mail. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice.

17. **TIME IS OF THE ESSENCE.** It is understood and agreed between the parties hereto that time is of the essence of all terms and provisions of this Agreement.

18. **SEVERABILITY.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

19. **ASSIGNMENT.** COUNTY may not assign this Agreement. OBP may assign this Agreement to a third party acquiring all of a portion of the OBP Property upon providing COUNTY with notice of such assignment, including the name and address of the assignee.


20. **FURTHER ASSURANCES.** OBP and COUNTY agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement and give effect thereto.


21. **SECTION HEADING.** The section and paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and reference only. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections and paragraphs to which they appertain.

22. **JOINT DRAFTING.** OBP and COUNTY acknowledge that this Agreement is a product of joint drafting efforts and shall not be construed against any one party as the drafter.

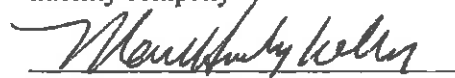
IN WITNESS WHEREOF, the parties have signed and sealed these presents effective the day and year first above written.

Signed, sealed and delivered in our presence:

  
Print Name: April Brewer

  
Print Name: JAMES MORGAN

OPB WEST, LLC, a Florida limited liability company

  
By: Marcia Hendry-Coker  
Its: Managing Member

STATE OF FLORIDA  
COUNTY OF MARTIN

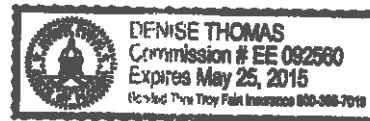
The foregoing instrument was acknowledged before me on this 12<sup>th</sup> day of August, 2011, by Marcia Hendry-Coker, as Managing Member of the OBP West, LLC, a Florida limited liability company, on behalf of said company, who ( ) is personally known to me or (X) who has produced \_\_\_\_\_ as identification.



Notary Public

Print Name:

My Commission expires:



ATTEST:

  
Marsha Ewing, Clerk

MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

By:

  
Edward V. Ciampi, Chairman

APPROVED AS TO FORM AND  
CORRECTNESS:

  
Stephen Fry  
County Attorney

  
(COMMISSION SEAL)

**Exhibit "A"**  
**Legal Description**

**West Parcel**

**Parcel A:**

A parcel of land lying within Section 22, Township 37 South, Range 41 East, Martin County, Florida, more particularly described as follows:

Commence at a concrete monument at the center of said Section said point being the Point of Beginning; thence South 00 deg 04' 42" West, a distance of 171.98 feet; thence South 89 deg 38' 36" East, a distance of 561.06 feet; thence South 17 deg 20' 26" East, a distance of 514.75 feet; thence North 89 deg 33' 36" West, a distance of 15.75 feet; thence South 17 deg 20' 26" East, a distance of 700.89 feet; thence North 89 deg 11' 48" West, a distance of 909.28 feet; thence North 00 deg 04' 42" East, a distance of 661.66 feet; thence North 89 deg 33' 36" West, a distance of 1980.18 feet; thence North 00 deg 04' 51" East, a distance of 330.04 feet; thence South 89 deg 33' 49" East, a distance of 659.55 feet; thence North 00 deg 07' 54" East, a distance of 330.42 feet; thence South 89 deg 33' 36" East, a distance of 215.30 feet; thence North 00 deg 28' 28" East, a distance of 160.00 feet; Thence South 89 deg 36' 36" East, a distance of 106.44 feet; thence South 00 deg 28' 28" West, a distance of 160.00 feet; thence South 89 deg 36' 36" East, a distance of 647.67 feet; thence North 00 deg 28' 28" East, a distance of 160.00 feet; thence South 89 deg 36' 36" East, a distance of 50.00 feet; thence South 00 deg 28' 28" West, a distance of 160.00 feet; thence South 89 deg 36' 36" East, a distance of 300.89 feet, to the Point of Beginning.

**CONTAINING: 45.10 acres more or less**



# Legal Description

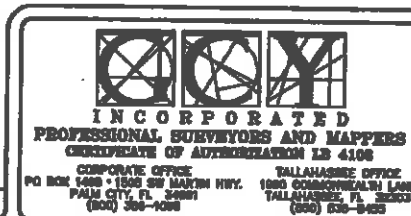
## EXHIBIT "B"

BEING A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 22, THENCE SOUTH 00°19'03" EAST, ALONG THE EAST LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 22, A DISTANCE OF 92.75 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 00°19'03" EAST ALONG SAID LINE A DISTANCE OF 79.24 FEET; THENCE DEPARTING SAID EAST LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 22 SOUTH 89°59'10" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°19'03" EAST ALONG A LINE THAT IS 10.00 FEET EASTERLY OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHWEST ONE QUARTER OF SECTION SAID 22, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°59'10" EAST, A DISTANCE OF 554.43 FEET TO THE WEST RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILWAY; THENCE SOUTH 17°44'05" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 47.00 FEET; THENCE DEPARTING SAID LINE SOUTH 72°15'55" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 17°44'05" WEST ALONG A LINE THAT IS 20.00 FEET WESTERLY OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO AFORESAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 32.40 FEET; THENCE DEPARTING SAID LINE NORTH 89°59'10" WEST, A DISTANCE OF 539.72 FEET; THENCE SOUTH 00°19'03" EAST ALONG A LINE THAT IS 10.00 FEET EASTERLY OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 22, A DISTANCE OF 50.39 FEET; THENCE DEPARTING SAID LINE NORTH 89°40'57" EAST, A DISTANCE OF 67.73 FEET; THENCE SOUTH 00°19'03" EAST ALONG A LINE THAT IS 77.73 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 22, A DISTANCE OF 174.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 77.00 FEET, THE CHORD OF WHICH BEARS SOUTH 86°41'42" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°34'57" A DISTANCE OF 8.85 FEET; THENCE SOUTH 89°59'10" EAST, A DISTANCE OF 301.39 FEET; THENCE SOUTH 00°00'50" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 89°59'10" WEST, A DISTANCE OF 301.39 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 147.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°40'07" A DISTANCE OF 230.06 FEET; THENCE NORTH 00°19'03" WEST ALONG A LINE THAT IS 60.00 FEET WEST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 22, A DISTANCE OF 98.77 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 90.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°39'25", A DISTANCE OF 140.83 FEET; THENCE NORTH 89°58'28" WEST, A DISTANCE OF 855.05 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 135.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°32'26", A DISTANCE OF 53.11 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 15.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°30'19" A DISTANCE OF 23.43 FEET; THENCE SOUTH 23°03'39" WEST, A DISTANCE OF 10.30 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 166.50 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°47'16", A DISTANCE OF 57.50 FEET; THENCE SOUTH 03°16'23" WEST A DISTANCE OF 68.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 145.00 FEET THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°46'34" A DISTANCE OF 219.61 FEET; THENCE NORTH 89°57'03" WEST, A DISTANCE OF 77.07 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 22; THENCE SOUTH 00°20'05" EAST ALONG SAID LINE, A DISTANCE OF 230.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST

(CONTINUED)

1	GENERAL REVISIONS	8/10/11	RLJ
NO.	REVISIONS	DATE	BY



Legal Description & Sketch for:	
OBP WEST, LLC	
MARTIN COUNTY, FLORIDA	
Scale:	Date:
N/A	8/09
Drawn By:	Checked:
RLJ	D.W.S.
File & Drawing No.:	
09-1033-03-01	
Sheet	
1 of 7	

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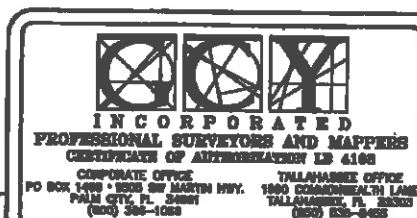
Drawing Name: OBP Easement Sk-Legal

# Legal Description (Continued)

ONE QUARTER OF SAID SECTION 22; THENCE NORTH 89°55'38" WEST ALONG SAID LINE A DISTANCE OF 39.88 FEET; THENCE DEPARTING SAID LINE, NORTH 00°02'57" EAST, A DISTANCE OF 290.57 FEET; THENCE NORTH 89°57'03" WEST ALONG A LINE THAT IS 40.00 FEET SOUTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE PLAT OF SECTION THREE LEGION HEIGHTS, AS RECORDED IN PLAT BOOK 7, PAGE 1, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 582.19 FEET; THENCE DEPARTING SAID LINE AND ALONG A LINE THAT IS 40.00 FEET EASTERLY OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF THE PLAT OF SECTION ONE LEGION HEIGHTS, AS RECORDED IN PLAT BOOK 4, PAGE 17, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SOUTH 00°20'36" EAST, A DISTANCE OF 110.05 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF WHITE PINE LANE ACORDING TO THE AFORESAID PLAT OF SECTION ONE LEGION HEIGHTS; THENCE NORTH 89°52'33" WEST ALONG SAID LINE, A DISTANCE OF 40.00 FEET TO THE EAST LINE OF AFORESAID PLAT OF SECTION ONE LEGION HEIGHTS; THENCE NORTH 00°20'36" WEST ALONG SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF AFORESAID WHITE PINE LANE; THENCE SOUTH 89°52'33" EAST ALONG THE EASTERLY EXTENSION OF SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°20'36" WEST ALONG A LINE THAT IS 20.00 FEET EASTERLY OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EASTERLY LINE OF THE PLAT OF SECTION ONE LEGION HEIGHTS, A DISTANCE OF 80.03 FEET; THENCE SOUTH 89°57'03" EAST ALONG A LINE THAT IS 20.00 FEET SOUTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE AFOREMENTIONED PLAT OF SECTION THREE LEGION HEIGHTS, A DISTANCE OF 602.32 FEET; THENCE DEPARTING SAID LINE NORTH 00°02'57" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°57'03" EAST, A DISTANCE OF 175.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 75.00 FEET, THE CHORD OF WHICH BEARS NORTH 20°05'46" EAST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°38'45", A DISTANCE OF 44.04 FEET; THENCE NORTH 03°16'23" EAST, A DISTANCE OF 68.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 236.50 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°47'16", A DISTANCE OF 81.68 FEET; THENCE NORTH 23°03'39" EAST, A DISTANCE OF 73.31 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 120.00 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°57'45", A DISTANCE OF 48.09 FEET; THENCE NORTH 00°05'54" EAST, A DISTANCE OF 188.54 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHEAST SOUTH STREET (BEING A 50.00 FOOT RIGHT-OF-WAY) PER THE UNRECORDED PLAT OF "PLAT 4 JENSEN HIGHLANDS"; THENCE SOUTH 89°57'52" EAST ALONG SAID LINE A DISTANCE OF 106.44 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 00°05'54" WEST, A DISTANCE OF 160.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 22; THENCE ALONG SAID LINE, SOUTH 89°58'28" EAST, A DISTANCE OF 116.69 FEET; THENCE DEPARTING SAID LINE, SOUTH 00°01'32" WEST, A DISTANCE OF 92.74 FEET; THENCE SOUTH 89°58'28" EAST, A DISTANCE OF 519.71 FEET; THENCE NORTH 00°21'29" EAST, A DISTANCE OF 92.75 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 22; THENCE ALONG SAID LINE SOUTH 89°58'28" EAST, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID LINE, NORTH 00°21'29" EAST, A DISTANCE OF 160.19 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED NORTHEAST SOUTH STREET; THENCE ALONG SAID LINE, SOUTH 89°57'52" EAST, A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 00°21'29" WEST, A DISTANCE OF 160.18 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 22; THENCE ALONG SAID LINE, SOUTH 89°58'28" EAST, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID LINE SOUTH 00°21'29" WEST, A DISTANCE OF 92.75 FEET; THENCE SOUTH 89°58'28" EAST, A DISTANCE OF 292.71 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST ONE QUARTER OF SECTION SAID 22 AND THE POINT OF BEGINNING.

CONTAINING 5.98 ACRES, MORE OR LESS

1	GENERAL REVISIONS	8/10/11	RLJ
NO.	REVISIONS	DATE	BY



Legal Description & Sketch for:			
OBP WEST, LLC			
MARTIN COUNTY,		FLORIDA	
Scale:	N/A	Date:	8/08
Drawn By:	RLJ	Checked:	D.W.S.
File & Drawing No.:		08-1033-03-01	
Sheet		2 of 7	

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Drawing Name: OBP Easement Sk-Legal

### 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 7 sheets, with sheets 4, 5, 6 and 7 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 West line of the S.E. 1/4 of Section 22. Said line bears South 00°19'03" East.


### 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 Minimum Technical Standards for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, 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.

8/11/2011  
Date of Signature

  
David W. Schryver  
Professional Surveyor and Mapper  
Florida Certificate No. 4864

 INCORPORATED PROFESSIONAL SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION LD 4108 CORPORATE OFFICE: PO BOX 1400 • 1206 SW MARTIN HWY. TALLAHASSEE OFFICE: 1800 COMMERCIAL BLVD PALM CITY, FL 32909 TALLAHASSEE, FL 32303 (904) 288-1088 (904) 838-8488				Legal Description & Sketch for: <b>OBP WEST, LLC</b> MARTIN COUNTY, FLORIDA		
1	GENERAL REVISIONS	8/10/11	RLJ	Scale: N/A	Date: 8/09	File & Drawing No.: 09-1033-03-01
NO.	REVISIONS	DATE	BY	Drawn By: RLJ	Checked: D.W.S.	Sheet 3 of 7

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Drawing Name: OBP Easement Sk-Legal

# LEGEND

D = DELTA  
R = RADIUS  
L = ARC LENGTH  
CB = CHORD BEARING



PLAT 4 OF  
JENSEN  
HIGHLANDS  
(UNRECORDED)

**POINT OF COMMENCEMENT**  
**WEST PARCEL - PARCEL "A"**  
CENTER OF SECTION 22, T37S, R41E  
(40018)  
FOUND 4"x4" C.M. WITH BRASS DISK  
"CENTER OF SECTION 22"

NORTH LINE  
SW 1/4,  
SECTION 22

EAST LINE SW 1/4,  
SECTION 22

S89°58'28"E  
292.71'

**POINT OF  
BEGINNING**

S89°59'10"E 10.00'

S00°19'03"E 10.00'

S89°59'10"E - 554.43'

S00°19'03"E  
50.39'

N89°59'10"W - 539.72'

N89°40'57"E  
67.73'

S00°19'03"E - 174.63'

D=06°34'57"  
R=77.00'  
L=8.85'  
CH=8.84'  
CB=S86°41'42"E

S89°59'10"E - 301.39'

**EASEMENT AREA**  
5.98 ACRES±

S00°00'50"W  
70.00'

N89°59'10"W - 301.39'

## NOTE:

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



**INCORPORATED**  
**PROFESSIONAL SURVEYORS AND MAPPERS**  
CERTIFICATE OF AUTHORIZATION 12 4108  
CORPORATE OFFICE: 1000 W. MARTIN HWY., PALM CITY, FL. 32901  
TALLAHASSEE OFFICE: 1850 CHAMBERLAIN LANE, TALLAHASSEE, FL. 32303  
(800) 326-1088 (252) 435-9455

Legal Description & Sketch for:

**OBP WEST, LLC**

MARTIN COUNTY,

FLORIDA

Scale:  
1"=100'

Date:  
8/09

Drawn By:  
RJL

Checked:  
D.W.S.

File & Drawing No.:  
09-1033-03-01

Sheet:  
4 of 7

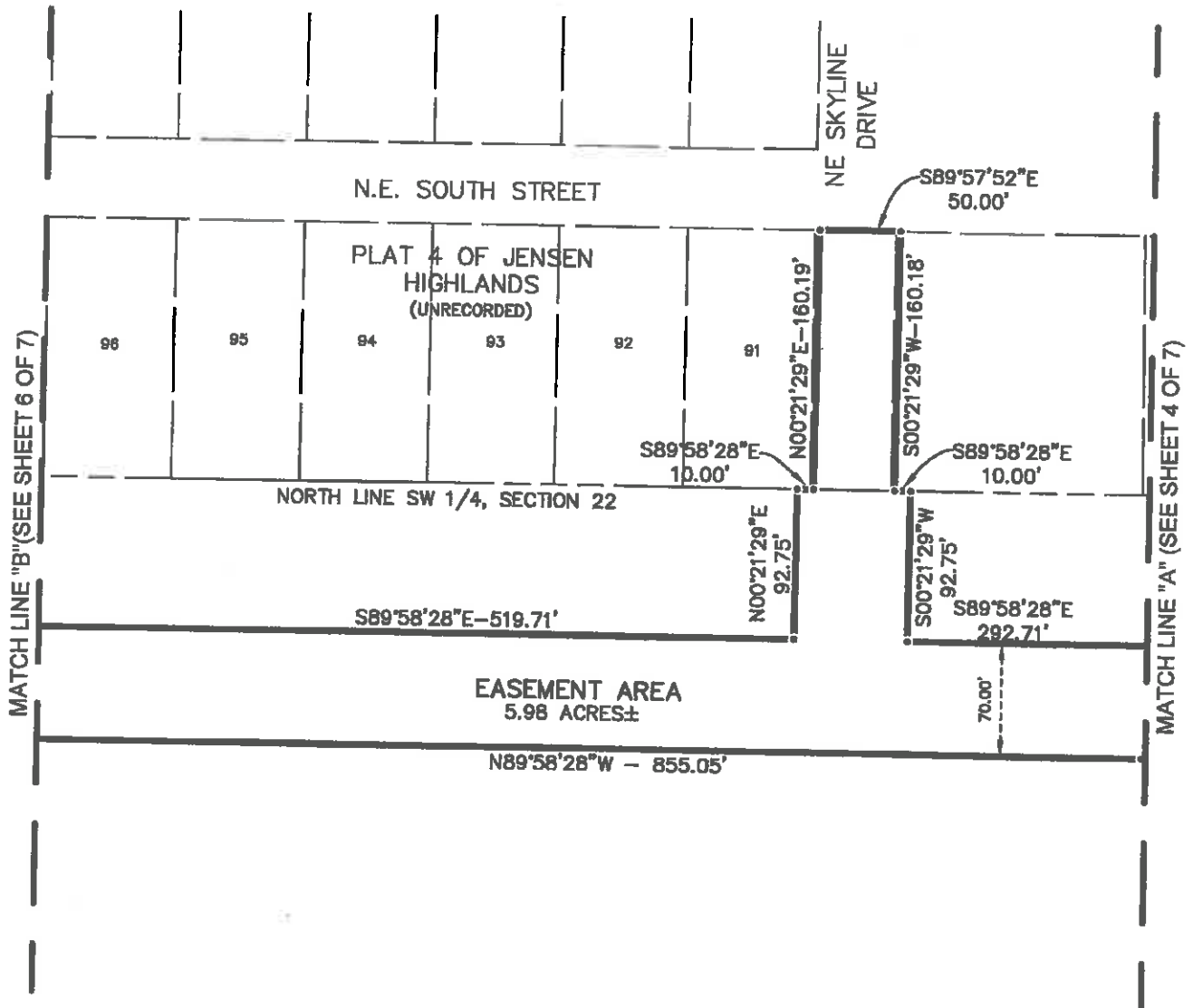
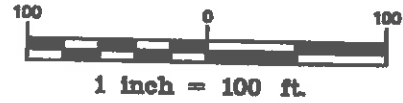
1	GENERAL REVISIONS	8/10/11	RJL
NO.	REVISIONS	DATE	BY

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Drawing Name: OBP Easement Sk-Legal


# LEGEND

D = DELTA  
R = RADIUS  
L = ARC LENGTH  
CB = CHORD BEARING



## NOTE:

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



**INCORPORATED**  
**PROFESSIONAL SURVEYORS AND MAPPERS**  
 CERTIFICATE OF AUTHORIZATION IS 4109

CORPORATE OFFICE: PO BOX 1400 • 1500 SW MARTIN HWY. TALLAHASSEE, FL 32301 (904) 388-1088  
TALLAHASSEE OFFICE: 1800 CHESAPEAKE LANE TALLAHASSEE, FL 32303 (904) 535-5455

Legal Description & Sketch for:			
<b>OBP WEST, LLC</b>			
MARTIN COUNTY,		FLORIDA	
Scale: 1"=100'	Date: 8/09	File & Drawing No.: 09-1033-03-01	
Drawn By: RLJ	Checked: D.W.S.	Sheet 5 of 7	

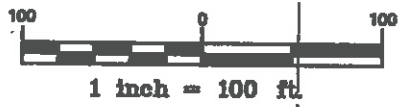
1	GENERAL REVISIONS	8/10/11	RLJ
NO.	REVISIONS	DATE	BY

Drawing Name: OBP Easement Sk-Legal





**LEGEND**  
D = DELTA  
R = RADIUS  
L = ARC LENGTH  
CB = CHORD BEARING



SECTION ONE  
WEST JENSEN HIGHLANDS  
(PLAT BOOK 4, PAGE 15)  
PUBLIC RECORDS OF  
MARTIN COUNTY, FLORIDA

NE HIGHLAND AVENUE

S89°57'52"E 106.44' NE SOUTH STREET

PLAT 4  
OF JENSEN  
HIGHLANDS  
(UNRECORDED)

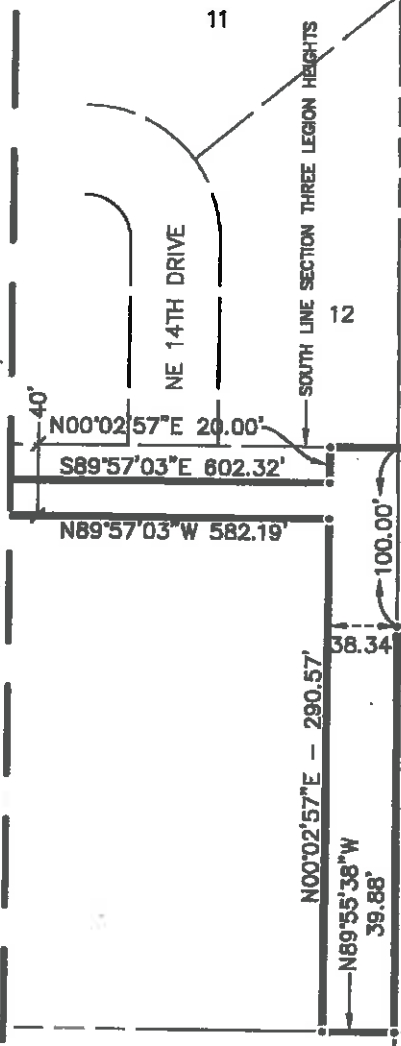
SECTION THREE  
LEGION HEIGHTS  
(PLAT BOOK 7, PAGE 1)  
PUBLIC RECORDS OF  
MARTIN COUNTY, FLORIDA

NORTH LINE SW 1/4,  
SECTION 22

EASEMENT AREA  
5.98 ACRES±

MATCH LINE "B"(SEE SHEET 5 OF 7)

MATCH LINE "B"(SEE SHEET 7 OF 7)



D=22°57'45"  
R=120.00'  
L=48.09'

D=19°47'16"  
R=236.50'  
L=81.68'

D=33°38'45"  
R=75.00'  
L=44.04'  
CH=43.41'  
CB=N20°05'46"E

N23°03'39"E 73.31'

S23°03'39"W 10.30'

D=89°30'19"  
R=15.00'  
L=23.43'

D=22°32'26"  
R=135.00'  
L=53.11'

D=19°47'16"  
R=166.50'  
L=57.50'

S89°58'28"E 519.71'

N89°58'28"W 855.05'

S89°57'03"E 175.41'

N89°57'03"W 77.07'

D=86°46'34" R=445.00' L=219.61'

N00°02'57"E 20.00'

S89°57'03"E 602.32'

N89°57'03"W 582.19'

N00°02'57"E 290.57'

N89°55'38"W 39.88'

S00°20'05"E 230.59'

SOUTH LINE N 1/2 OF  
NE 1/4 OF SW 1/4,  
SECTION 22

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



**GCY INCORPORATED**  
PROFESSIONAL SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION IS 4106  
CORPORATE OFFICE: 1400 S. 10TH ST. MARTIN HWY. TALLAHASSEE, FL 32303  
PALM CITY, FL 34901 (800) 388-9088  
TALLAHASSEE OFFICE: 1900 COMMERCIAL BLVD. TALLAHASSEE, FL 32303 (800) 388-9088

Legal Description & Sketch for: <b>OBP WEST, LLC</b> MARTIN COUNTY, FLORIDA		
Scale: 1"=100'	Date: 8/09	File & Drawing No.: 02-1033-03-01
Drawn By: RLJ	Checked: D.W.S.	Sheet: 6 OF 7

NO.	GENERAL REVISIONS	DATE	BY
1		8/10/11	RLJ

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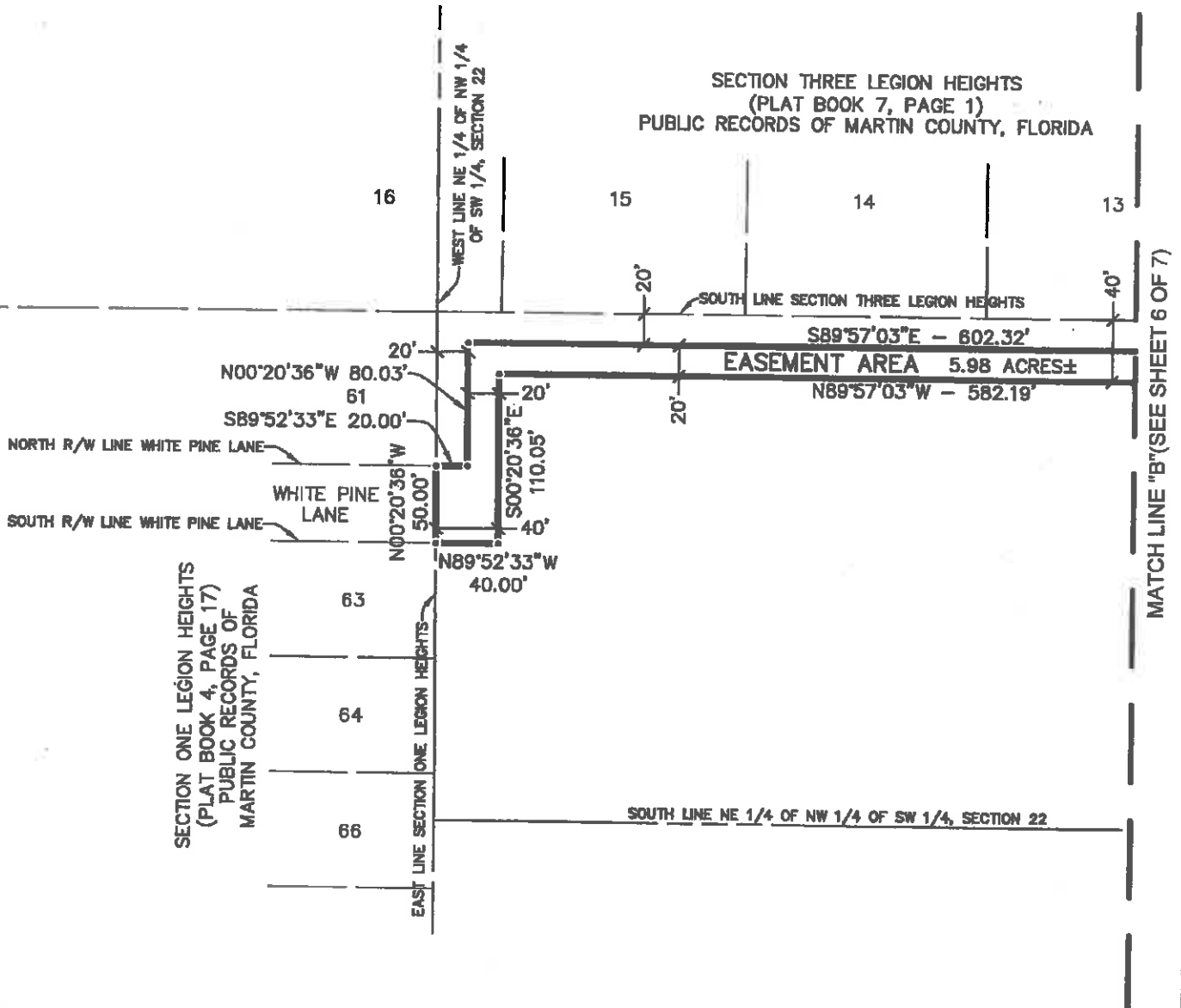
Drawing Name: OBP Easement Sk-Legal

# LEGEND

D = DELTA  
R = RADIUS  
L = ARC LENGTH  
CB = CHORD BEARING



## SECTION THREE LEGION HEIGHTS (PLAT BOOK 7, PAGE 1) PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA



### NOTE:

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

1	GENERAL REVISIONS	8/10/11	RLJ
NO.	REVISIONS	DATE	BY

**INCORPORATED**  
**PROFESSIONAL SURVEYORS AND MAPPERS**  
CERTIFICATE OF AUTHORIZATION LB 4188  
CORPORATE OFFICE: 1900 COMMERCIAL LANE, TALLAHASSEE, FL 32303 (904) 288-9080  
PALM CITY, FL 34981 (888) 288-9080

Legal Description & Sketch for:  
**OBP WEST, LLC**  
MARTIN COUNTY, FLORIDA

Scale: 1"=100'  
Date: 8/09  
Drawn By: RLJ  
Checked: D.W.S.

File & Drawing No.: 08-1033-03-01  
Sheet 7 of 7

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Drawing Name: OBP Easement Sk-Legal

## EXHIBIT C

This instrument prepared by:  
Martin County Attorney's Office  
2401 S.E. Monterey Road  
Stuart, Florida 34996

Project Name: OBP West  
PCN: 22-37-41-000-000-00405-1 (a portion of)

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

### UTILITY EASEMENT

**THIS EASEMENT** is granted and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by **OBP WEST, LLC**, a Florida limited liability company, whose address is 5690 Sunshine Farms Way, Palm City, Florida 34990, Grantor, to **MARTIN COUNTY**, a political subdivision of the State of Florida, whose address is 2401 S.E. 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 whereof is hereby acknowledged, does hereby grant unto the Grantee forever, a non-exclusive 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.**

**AND** further, the right of reasonable ingress and egress over and across subject property as is necessary to the Grantee's use of the rights granted herein.

**AND SUBJECT TO** the Grantor's, its successors and/or assigns, platting the subject property and use of all or a portion of the subject property, in addition to the purposes set forth herein, for roadway, drainage, other utility, including but not limited to cable, telephone and electric, and landscaping purposes.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to grant and convey this easement; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

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

RM:7652489:1



EXHIBIT C

Signed, sealed and delivered in our presence:

**OPB WEST, LLC**, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: Marcia Hendry-Coker  
Its: Managing Member

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Marcia Hendry-Coker, as Managing Member of the OPB West, LLC, a Florida limited liability company, on behalf of said company, who ( ) is personally known to me or ( ) who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Print Name:

My Commission expires:

RM:7652489:1

**EXHIBIT C**

**MARTIN COUNTY**

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

\_\_\_\_\_  
Marsha Ewing, Clerk

By: \_\_\_\_\_  
Doug Smith, Chairman

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**(COMMISSION SEAL)**

\_\_\_\_\_  
Stephen Fry  
County Attorney

RM:7652489:1

**EXHIBIT C**

**Legal Description**

RM:7652489:1