

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

Project Name: North Sewall's Point Force Main Ext. Project
Project No: TBD
PCN: TBD

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UTILITY EASEMENT

THIS EASEMENT granted and executed this _____ day of _____, 20____, by _____, (a single/married man/woman/ husband-wife) whose address is _____, 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/is not the homestead premises of the grantor and that there are no mortgages encumbering the Easement Premises or mortgage(s) exist (TBD)

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 _____ whose address is _____ (Mortgagee), dated _____ and recorded in Official Records Book _____, Page _____, 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:

_____, Grantor
Print Name

Print Name

_____, Grantor
Print Name

Print Name

State of _____ }

County of _____ }

The foregoing Utility Easement was acknowledged before me this _____ day of _____, 20____ by _____ () by means of physical presence or () online notarization who are () personally known to me or _____ has produced _____ as identification and _____ has produced _____ as identification.

Notary Public
SEAL/STAMP