

This instrument prepared by:  
Carla T. Segura, FRP for:  
Martin County, Real Property Division  
2401 SE Monterey Road  
Stuart, FL 34996

Project: Palm City Farms Drainage – RPM #  
Address:  
PCN:

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SPACE ABOVE THIS LINE FOR RECORDING DATA

## **DRAINAGE EASEMENT**

**THIS EASEMENT** granted and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_, whose address is \_\_\_\_\_, (“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 \$10.00 in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto the Grantee forever, a perpetual easement under, across and through the land described in Exhibit "A", attached hereto and made a part hereof (the "Easement Premises"), for the construction, installation and use of a sub-surface drainage system, and the repair, maintenance, replacement thereof, and for ingress and egress across, over, and upon the Easement Premises as may be reasonably necessary to carry out the purposes of this easement.

The Grantee agrees that it will not alter or obstruct or allow the alteration or obstruction of the surface of the Easement Premises in any way without the express written consent of the Grantor. 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 and shall restore any damage caused by such free access to as near the same condition as it was prior to such as soon as is practicable.

Grantor hereby covenants with 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, and that Grantor fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Grantor further warrants that there are no mortgages encumbering the Easement Premises except for certain mortgage in favor of \_\_\_\_\_, whose mailing address is \_\_\_\_\_, dated \_\_\_\_\_ recorded on \_\_\_\_\_ in Official Records Book \_\_\_\_, Page \_\_\_\_, in Martin County, Florida, Public Records, said Mortgagee has executed a "Consent of Mortgagee" which is attached to this Easement.

Grantee shall assume liabilities, damages, claims, suits, judgements, costs, and expenses proximately resulting from the negligence, acts or omissions of Grantee in connection with its use of this Easement. Provided, however, nothing herein shall be construed as a waiver of Grantee's sovereign immunity afforded by the Florida Constitution or of provisions of Section 768.28 Fla. Stat. nor as a consent to be sued by third parties.

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

**Witnesses:**

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Witness #1 Print Name

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Print Name

By: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF MARTIN**

The foregoing Drainage Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, who is: [ ] personally known to me, or [ ] has produced \_\_\_\_\_ as identification, and who did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Signature

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