



This instrument prepared by:
Tyson J. Waters, Esq.
Fox McCluskey, PLLC
2300 SE Monterey Road, Suite 201
Stuart, Florida 34996
File No.: DO123-0001

ACCESS AND UTILITIES EASEMENT AGREEMENT

THIS ACCESS AND UTILITIES EASEMENT AGREEMENT ("Easement") is made this 30th day of November, 2025 ("Effective Date"), by **Robert Donovan and Jaime Donovan, a married couple**, and **Shannon P. Beem and Gerald L. Beem, a married couple**, as joint tenants with rights of survivorship, whose mailing office address is 5226 SW Leeward Lane, Palm City, Florida 34990 and 5303 SW Bimini Circle N, Palm City, Florida 34990, respectively (collectively the "Grantor").

WITNESSETH:

WHEREAS, Grantor owns the property located, in Martin County, Florida, and more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("Grantor's Property"), which Grantor Property consists of the West ½ of Tract 7 ("W7 Parcel"), the East ½ of Tract 8 ("E8 Parcel"), and the West ½ of Tract 8 ("W8 Parcel"), pursuant to the plat described on Exhibit "A"; and

WHEREAS, the W7 Parcel has direct access off SW Moore Street; and

WHEREAS, neither the E8 Parcel or the W8 Parcel has direct access to SW Moore Street and requires an access and utility easement over a portion of Grantor's Property as and where more particularly described on **Exhibit "B"** attached hereto and made a part hereof ("W7 Parcel Easement Area"), and on **Exhibit "C"** attached hereto and made a part hereof ("E8 Parcel Easement Area") which is the nearest practical route to for the purposes set forth herein (collectively the W7 Parcel Easement Area and E8 Parcel Easement Area are referred to as the "Easement Area"); and

WHEREAS, Grantor desires to grant the E8 Parcel and W8 Parcel a non-exclusive easement over, upon and across the Easement Area for the purposes set forth herein, without such easement merging with any rights Grantor may have in and to the Grantor's Property as the fee simple owner of the servient and dominant estates at the time this Easement is being granted, understanding this Easement is being granted simultaneously with a lot split of portions of Grantor's Property and this Easement is being granted to ensure access and utilities to all such resulting properties; and

WHEREAS, Grantor desires to set forth the terms and conditions of said easement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by this reference.

2. Grant of Easement.

A. Access.

i. Access to E8 Parcel. Grantor hereby grants to the owner of the E8 Parcel ("E8 Parcel Owner"), and its respective successors, assigns, tenants and invitees ("E8 Parcel Owner's Permitted Users"), for the benefit of the E8 Parcel, a perpetual non-exclusive easement over, upon and above the W7 Parcel Easement Area for the purpose of providing vehicular access to and from the E8 Parcel. Nothing herein shall permit the E8 Parcel Owner, nor E8 Parcel Owner's Permitted Users, to store, stand or park any vehicle within the W7 Parcel Easement Area, without Grantor's express agreement.

ii. Access to W8 Parcel. Grantor hereby grants to the owner of the W8 Parcel ("W8 Parcel Owner"), and its respective successors, assigns, tenants and invitees ("W8 Parcel Owner's Permitted Users"), for the benefit of the W8 Parcel, a perpetual non-exclusive easement over, upon and above the W7 Parcel Easement Area and the E8 Parcel Easement Area for the purpose of providing vehicular access to and from the W8 Parcel. Nothing herein shall permit the W8 Parcel Owner, nor W8 Parcel Owner's Permitted Users, to store, stand or park any vehicle within the W7 Parcel Easement Area or the E8 Parcel Easement Area, without Grantor's express agreement.

B. Utilities.

i. Utilities to E8 Parcel. Grantor hereby grants to the E8 Parcel Owner, and such successor in ownership of the E8 Parcel, together with any governmental or utility company desiring to provide services to the E8 Parcel, including but in no way limited to cable, fiber optic, electric, water, sewer and other utility services, as may be necessary for such utility company to provide such services contemplated herein to the E8 Parcel, for the benefit of the E8 Parcel, a perpetual non-exclusive easement in, under, over, across and through the W7 Parcel Easement Area for the purpose of the construction, reconstruction, replacement, operation, maintenance, and repair of utility related equipment, including, but not limited to pipes, conduit, electric and other utility lines, and other utility-related equipment, to the extent reasonably necessary to provide utilities to the E8 Parcel.

ii. Utilities to W8 Parcel. Grantor hereby grants to the W8 Parcel Owner, and such successor in ownership of the W8 Parcel, together with any governmental or utility company desiring to provide services to the W8 Parcel, including but in no way limited to cable, fiber optic, electric, water, sewer and other utility services, as may be necessary for such utility company to provide such services contemplated herein to the W8 Parcel, for the benefit of the W8 Parcel, a perpetual non-exclusive easement in, under, over, across and through the W7 Parcel Easement Area and the E8 Parcel Easement Area for the purpose of the construction, reconstruction, replacement, operation, maintenance, and repair of utility related equipment, including, but not limited to pipes, conduit, electric and other utility lines, and other utility-related equipment, to the extent reasonably necessary to provide utilities to the W8 Parcel.

C. Notwithstanding anything to the contrary in this Section or elsewhere in this Easement, Grantor expressly reserves all right to use the Easement Area for any and all purposes not inconsistent with the rights expressly granted herein, in Grantor's sole and absolute discretion, including but in no way limited to maintaining, and as necessary repairing, any and all improvements existing within the Easement Area as of the Effective Date provided such work does not interfere with the rights of the E8 Parcel Owner or the W8 Parcel Owner granted in this Easement.

3. Maintenance. The Easement Area shall be maintained in good and useful condition by Grantor, in Grantor's reasonable discretion; provided, however, nothing herein shall require Grantor to make any improvements or alterations to the Easement Area except to the extent necessary to allow the use of the Easement Area as contemplated herein. Neither the E8 Parcel Owner, nor the W8 Parcel Owner, shall not make any improvements or alterations to the Easement Area except as provided for and permitted herein, without Grantor's prior consent. Notwithstanding anything to the contrary herein, the E8 Parcel Owner and the W8 Parcel Owner, as applicable, shall be responsible, at such party's expense, for repairing any damage to the Easement Area caused by such E8 Parcel Owner or the W8 Parcel Owner, respectively, or such party's respective successors, assigns, tenants and invitees.

4. Covenant Running with the Land. The covenants, conditions and restrictions contained in this Easement are not personal and shall run with the land and shall be binding upon and inure to the benefit and burden of the parties hereto and their respective successors and assigns.

5. Indemnification and Hold Harmless. The E8 Parcel Owner and the W8 Parcel Owner, as applicable, shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Grantor, its successors, assigns, employees, officers, attorneys, and agents from and against all claims, losses, damages, injuries (including but not limited to death) or liability (including reasonable attorney's fees to any and all administrative, trial and appellate proceedings), direct or indirectly arising from, out of, relating to or caused by the negligent or intentional acts, errors or omissions of such indemnify party, or their respective successors, assigns,

tenants and invitees, use of the Easement Area.

6. Miscellaneous.

A. This Easement constitutes the entire agreement between the parties and may only be modified or amended in writing, signed by both parties hereto.

B. In the event of any litigation concerning this Easement, any provision hereof, or any right or easement reserved or arising under, out of or by virtue of the execution of the delivery and/or recordation of this instrument, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees and other legal expenses related thereto, including without limitations, those incurred at or before the trial level or in any appellate, bankruptcy or administrative proceeding.

C. This Easement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any litigation arising hereunder shall be in Martin County, Florida.

D. No modification or amendment of this Easement shall be of any force or effect unless in writing executed by Grantor, the E8 Parcel Owner and the W8 Parcel Owner, to the extent such amendment would affect their respective rights granted herein, and recorded in the Public Records of Martin County, Florida.

E. No waiver of any default by a party shall be implied from any failure by the non-defaulting party to take any action in respect of such default if such default continues or is repeated. One or more waivers of any default in the performance of any term, provision or covenant contained in this Easement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant, or any other term, provision or covenant contained in this Easement.

F. Time shall be of the essence for each and every obligation in this Easement.

G. Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand-delivered, (ii) sent by Federal Express or a comparable overnight mail service, (iii) mailed by U.S. certified mail, return receipt requested or (iv) electronic mail. Notices shall be deemed to have been given upon receipt or refusal of delivery of said notice. Unless and until such written notice is received, the address first set forth above shall be deemed to continue in effect for all purposes hereunder.

H. If any provision of this Easement or any application thereof shall be invalid, illegal or unenforceable in any request, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be

affected or impaired, and such remaining provisions shall continue in full force and effect.

I. Neither the E8 Parcel Owner, nor the W8 Parcel Owner will suffer or permit any mechanics' lien, equitable lien or any other lien or encumbrance of any kind to be filed or otherwise asserted against the Easement Area, and will cause any such lien to be released or bonded within thirty (30) days of the date of filing same, time being of the essence.

J. As used in this Easement, the singular shall include the plural, the plural shall include the singular, and words of any gender shall include the other genders as the contact may require. The headings are for convenience only and shall not be interpreted to impart any meaning to the text.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Lauren Hubbard
Print Name: Lauren Hubbard
Address: 1889 SW Crane Creek Ave
Palm City FL 34990

Witness #1 (as to the Donovans)

R-H
Print Name: Robert Hubbard
Address: 1889 SW Crane Creek Ave
Palm City, FL 34990

Witness #2 (as to the Donovans)

[Signature]
Robert Donovan

Jamie Donovan
Jaime Donovan

Lauren Hubbard
Print Name: Lauren Hubbard
Address: 1889 SW Crane Creek Ave
Palm City, FL 34990

Witness #1 (as to the Beems)

R-H
Print Name: Robert Hubbard
Address: 1889 SW Crane Creek Ave
Palm City, FL 34990

Witness #2 (as to the Beems)

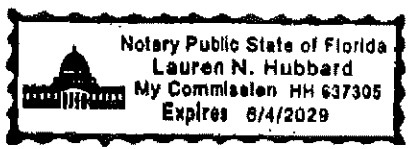
Shannon P. Beem
Shannon P. Beem

Gerald L. Beem
Gerald L. Beem

State of Florida)
County of Martin)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30th day of November, 2025, by Robert Donovan and Jaime Donovan, a married couple, who are personally known to me or who have produced _____ as identification.

[Notary Seal]



Lauren N. Hubbard
Notary Public
Printed Name: Lauren N. Hubbard
My Commission expires: 6-4-2029

State of Florida)
County of Martin)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30th day of November, 2025, by Shannon P. Beem and Gerald L. Beem, a married couple, who are personally known to me or who have produced _____ as identification.

[Notary Seal]



Lauren N. Hubbard
Notary Public
Printed Name: Lauren N. Hubbard
My Commission expires: 6-4-2029

Exhibit "A"
Grantor's Property

The West One-Half (1/2) of Tract 7 and all of Tract 8, Section 28, Township 38 South, Range 40 East, Palm City Farms according to the Plat thereof recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida

Excepting and excluding from this conveyance the land covered by the canals and ditches described in the Plan of Reclamation of the Palm City Drainage District; and also two strips of land, each 15 feet wide, one strip 15 feet being parallel with adjoining and contiguous to one edge or bank of each of said ditches or canals, and the other strip of 15 feet being parallel with, adjoining and contiguous to the other edge or bank of each or said ditches or canals.

Exhibit "B"
W7 Parcel Easement Area

The South fifteen feet (15') of the North thirty feet (30') of the West One-Half (1/2) of Tract 7, Section 28, Township 38 South, Range 40 East, Palm City Farms according to the Plat thereof recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida

Excepting and excluding from this conveyance the land covered by the canals and ditches described in the Plan of Reclamation of the Palm City Drainage District; and also two strips of land, each 15 feet wide, one strip 15 feet being parallel with adjoining and contiguous to one edge or bank of each of said ditches or canals, and the other strip of 15 feet being parallel with, adjoining and contiguous to the other edge or bank of each or said ditches or canals.

Exhibit "C"
E8 Parcel Easement Area

The South fifteen feet (15') of the North thirty feet (30') of the East One-Half (1/2) of Tract 8, Section 28, Township 38 South, Range 40 East, Palm City Farms according to the Plat thereof recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida

Excepting and excluding from this conveyance the land covered by the canals and ditches described in the Plan of Reclamation of the Palm City Drainage District; and also two strips of land, each 15 feet wide, one strip 15 feet being parallel with adjoining and contiguous to one edge or bank of each of said ditches or canals, and the other strip of 15 feet being parallel with, adjoining and contiguous to the other edge or bank of each or said ditches or canals.