

This instrument prepared by:
Kristen Lynch for
Martin County, Real Property Division
2401 SE Monterey Road
Stuart, FL 34996

Project Name: Oak Ln UE-Sewer Water Lines
Project Number: RPM # _____
PCN: _____

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

UTILITY EASEMENT

THIS UTILITY EASEMENT is granted and executed this ___ day of _____, 20___, 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 \$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, gravity mains, gravity main connections, pumps, pipelines, hydrants, fences, structures, and powerline hookups, if required, and for ingress and egress in, under, over, across, and through the following described land, situate, lying and being in the County of Martin, State of Florida, to-wit (the “Easement Premises”):

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.

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

Accepted pursuant to
Resolution No. _____

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. 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.

Grantor further warrants that there are no mortgages encumbering the Easement Premises.

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:

Witness #1 Signature

Printed Name: _____

Mailing Address: _____

Witness #2 Signature

Printed Name: _____

Mailing Address: _____

STATE OF _____

COUNTY OF _____

Name: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by means of physical presence or online notarization, by _____, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of _____

Print Name: _____

My Commission Expires: _____