

Prepared by and return to:
Port St. Lucie Utility Systems Dept.
900 SE Ogden Lane
Port St. Lucie, FL 34983

ACCESS & UTILITY EASEMENT

THIS INDENTURE made and entered into this _____ day of _____, 20_____, by _____ and _____ between _____ (the "Grantor"), whose mailing address is _____ and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation (the "Grantee"), whose mailing address is 900 SE Ogden Lane, Port St. Lucie, Florida 34983:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

WITNESSETH:

That Grantor is the owner in fee simple of that certain real property (the "Property") lying, situate and being in St. Lucie County, Florida and more particularly described in Exhibit "A", attached hereto and made a part hereof; and

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants and warrants to the Grantee, its successors and assigns, a non-exclusive easement in perpetuity for utility purposes, more particularly described in Exhibit "B" (the "Easement Premises"), attached hereto and incorporated herein by reference, which shall run with and be a burden upon the Property.

Grantor hereby reserves for itself, its successors, and assigns the right to use the Easement Premises for purposes not inconsistent with the Easement granted herein, including without limitation, the right of ingress, egress and passage by Grantor and its employees, agents, customers, and invitees over, across, and through the Easement Premises, and the right to pave, sod and install minor landscaping (but not trees) within the Easement Premises. Notwithstanding the foregoing to the contrary, Grantor shall not install, nor allow the installation of trees, buildings, or other vertical structures within the Easement Premises. In addition, Grantor shall not allow other utility lines and/or facilities within the Easement Premises, except in such specific locations as may be reasonably required for other utility lines and facilities to cross and intersect the Easement Premises to facilitate the orderly development of Grantor's Property upon the prior written consent of the Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed. Should the Grantor plant or construct improvements, which interfere with the Easement rights granted herein, such improvements shall

be subject to removal or destruction by the Grantee, without liability or responsibility thereof on the part of the Grantee.

Grantor further grants to the Grantee, its agents, employees, contractors, and assigns, a general ingress/egress easement over and across its driveways, parking, common or open areas of the Property, described in Exhibit "A", for the purpose of access to, and/or maintenance of, any of the Grantee's utility pipelines and equipment.

The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this easement.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of the day and year first herein written.

WITNESSES:

GRANTOR:

Print Name: _____

Print Name/Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, and did not take an oath, who [] is known to me, or [] produced _____ as identification.

Notary Public

Print Name: _____

Notary Seal

My Commission Expires: _____

EXHIBIT "A"

Legal Description of the Property

(Please include Parcel ID#)

EXHIBIT "B"

Legal Description of the Easement Premises

EXHIBIT "B-1"

Sketch of the Easement Premises