

This instrument prepared by  
(and after recording should be returned to):

CITY OF PORT ST. LUCIE  
121 S.W. Port St. Lucie Blvd  
Port St. Lucie, Florida 34984  
Attn: \_\_\_\_\_

### **NON-EXCLUSIVE UTILITY EASEMENT**

THIS NON-EXCLUSIVE UTILITY EASEMENT (the "Easement") is made and dedicated as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by CITY OF PORT ST. LUCIE, a Florida municipal corporation, whose address is 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 (the "Grantor") in favor of all public utilities (the "Grantee").

### **WITNESSETH:**

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby dedicate to Grantee a non-exclusive utility easement in perpetuity in and under that certain real property lying, situate and being in St. Lucie County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area") for the installation, operation, maintenance, repair, expansion and replacement of utilities, both public and private, including, but not limited to, water and wastewater lines, electrical lines, natural gas pipelines, and telecommunication lines, and related facilities and appurtenances. (the "Easement Purpose"); together with the right of ingress and egress to the Easement Area solely for the Easement Purpose. The Easement Area may also be used for the construction, installation, maintenance and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, natural gas, or other public utility. In the event a cable television company damages the facilities of any public utility, it shall be solely responsible for the damages. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

Other than the utility facilities permitted by the Easement Purpose, no building, structures, improvements, trees, walls or fences shall be installed within the Easement Area without the prior written approval of the City of Port St. Lucie, its successors or assigns. The City, its successors and/or assigns, shall have the right to require removal of any improvements that are constructed in violation of the conditions set forth above. In the event such violating improvements are not removed upon request, they shall be subject to removal by the City, its successors and/or assigns, designees or contractors without liability, responsibility, or cost to the City. After performing any work in the Easement Area, Grantee, at Grantee's sole cost and expense, shall promptly repair and/or restore the Easement Area and/or any improvements located thereon or therein, whether now or hereafter existing (including, without limitation, landscaping), to the condition it was in prior to any such work having been performed, using materials of like kind and quality.

Grantor hereby reserves for itself, the right to use the Easement Area for any and all purposes and uses which do not unreasonably interfere with the Easement Purpose, specifically including, without limitation: (i) the right of ingress, egress and passage by Grantor and its employees, agents, customers, and invitees, over, across, and through the Easement Area; (ii) the right to improve and use the Easement Area, including the right to install landscaping therein; (iii) the right to install, operate, maintain, repair, expand and replace additional utilities in, across and/or through the Easement Area; (iv) the right to dedicate and/or grant non-exclusive easements in, over, across, on and through the Easement Area for

any lawful purpose; and (iv) the right to construct roads, driveways and/or parking lots with an impervious surface in, over, across, on and through the Easement Area.

IN WITNESS WHEREOF, Grantor has set forth its hand and seal as of the date first above written.

Signed, sealed and delivered  
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal  
corporation

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

By:\_\_\_\_\_   
Shannon M. Martin, Mayor

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

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF ST. LUCIE        )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of [    ] physical presence or [    ] online notarization, by Shannon M. Martin, as Mayor of the City of Port St. Lucie, a Florida municipal corporation, on behalf of the City of Port St. Lucie. She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_ 2023.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Typed, printed or stamped name of Notary Public

**EXHIBIT "A"**

Legal Description of Easement Area

[See following three (3) pages]