

Prepared by and return to:
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

EASEMENT

THIS INDENTURE (this "Easement") made and entered into this ____ day of _____, 2026, by and between the **PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION**, a Florida not for profit corporation ("Grantor"), owner of the property for which this document applies, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation ("Grantee"), whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984:

(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, located and being in St. Lucie County, Florida, and more particularly described in Exhibit "A", attached hereto and made a part hereof.

That Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, an easement in perpetuity for the installation of and access to the traffic signal improvements constructed upon certain real property 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. This Easement, as to the Easement Premises, is granted to and accepted by Grantee in its "AS IS" condition and without any warranty or representation, express or implied by Grantor, as to the condition or suitability for Grantee's purposes whatsoever.

Grantor further grants to the Grantee, its agents, employees, contractors, designees and assigns, a general ingress and egress easement over and across its driveways and parking areas of the Property, as they may exist from time to time, for the purpose of access to, installation of, modification of, and/or maintenance and repair of, any of the Grantee's traffic signal improvements, facilities, equipment, and appurtenances constructed, installed or located within the Easement Premises.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement and the rights granted herein shall be strictly limited to and for the purposes herein expressed. No other person or entity shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein.

The rights and obligations of Grantee under this Easement may be assigned by the Grantee to another governmental entity or public utility by providing written notice to Grantor and upon any such assignment such other governmental entity or public utility, as applicable, shall be deemed to have assumed the obligations of Grantee hereunder.

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

Witnesses:

The Port St. Lucie Governmental Finance Corporation

Printed Name: _____
Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34987

By: _____
Jesus Merejo, CEO

Printed Name: _____
Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2026, by Jesus Merejo, as CEO of the Port St. Lucie Governmental Finance Corporation, who is [X] personally known to me.

NOTARY SEAL/STAMP

Signature of Notary Public
Name: _____
Notary Public, State of Florida
My Commission expires _____

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

Witnesses:

The City of Port St. Lucie

Printed Name: _____
Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34987

By: _____
Jesus Merejo, City Manager

Witness Two

Printed Name: _____
Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2026, by Jesus Merejo, as City Manager of the City of Port St. Lucie, who is [X] personally known to me.

NOTARY SEAL/STAMP

Signature of Notary Public
Name: _____
Notary Public, State of Florida
My Commission expires _____

EXHIBIT "A"

Legal Description of the Property

Tract A, Southern Grove Plat No. 39, as recorded in Plat 109, Page 30, of the Public Records of St. Lucie County, Florida.

EXHIBIT "B"

Sketch and Legal Description of the Easement Premises