

This document prepared by:
Tropical Dream Homes
1818 Port St. Lucie Boulevard
Port St. Lucie, FL 34952

DRAINAGE EASEMENT

This drainage easement, executed this _____ day of _____, 2019, between Tropical Dream Homes, LLC, a Florida limited liability company, whose address is 1818 Port St. Lucie Boulevard, Port St. Lucie, FL 34952 ("Grantor") in which Grantor swears that Grantor is the legal owner of the reference property and the City of Port St. Lucie, a Florida municipal corporation, located at 121 SW Port St Lucie Boulevard, Port St. Lucie, FL 34984 in St. Lucie County, Florida ("Grantee").

WITNESSETH

WHEREAS, that the said Grantor, is the record fee simple owner of certain real property (hereinafter referred to as the "Parent Parcel") located in Port St. Lucie, St. Lucie County, Florida and more particularly described as follows:

LOTS 1, 2, 35 and 36, BLOCK 1486 of Port St. Lucie Section Sixteen, according to the plat thereof, as recorded in Plat Book 13, Page 7, of the Public Records of St. Lucie County, Florida.

Parcel Identification Number: 3420-575-0285-000-7

WHEREAS, the Grantor desires to grant and convey to Grantee, its employees, agents, tenants, licensees, contractors, invitees, successors and assigns, and the Grantee desires to accept for the purposes set forth herein an exclusive perpetual easement for drainage purposes over, through, across and under a portion of the Parent Parcel (the "Easement Area") that is more specifically described in Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, the drainage easement and attendant rights that are hereby conveyed to the Grantee, its employees, agents, tenants, licensees, contractors, invitees, successors and assigns, include but are not limited to the right, privilege and authority to construct, use, operate maintain, improve and/or repair either above or below the surface of the ground certain facilities and associated improvements for drainage to pipes, manholes, catch basin, and other necessary or desirable appurtenances to and/or for a drainage system and/or drainage facilities. Grantor hereto has determined that it is in Grantor's best interest to grant the City of Port St. Lucie an easement in and along the Easement Area for drainage purposes.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey to the Grantee, its employees, agents, tenants, licensees, contractors, invitees, successors or assigns forever, a perpetual easement for drainage purposes through, upon, over, along, under and across the Easement Area together with the nonexclusive right of ingress and egress to, from and over said Easement Area which may be required for the use and enjoyment of the rights herein granted. Grantor agrees that there will be no improvements planted or constructed within the boundaries of the Easement Area without the written approval of Grantee. Should Grantor plant or construct any such improvement, it is subject to removal or destruction by Grantee, without liability or responsibility thereof on the part of Grantee.

TO HAVE AND TO HOLD, the Easement hereby granted unto the Grantee, its employees, agents, tenants, licensees, contractors, invitees, legal representatives, successors and assigns, together with all conditions and covenants set forth herein, all of which shall be covenants running with the land that benefit the public at large, and shall inure to and be binding upon the heirs, representatives, successors and assigns of Grantor and Grantee. Grantor will defend its title to the real property against all persons claiming by through or under Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and set its hand and seal by its proper officer or representative duly authorized the day and year above written.

[SIGNATURE PAGE TO FOLLOW]

Signed, sealed and delivered
In the presence of:

Tropical Dream Homes, LLC
a Florida limited liability company

Michael Principe
Witness
Print Name: Michael Principe

By: [Signature]
Print Name: Arturo Ricard
Title: Pres

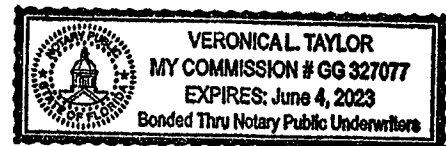
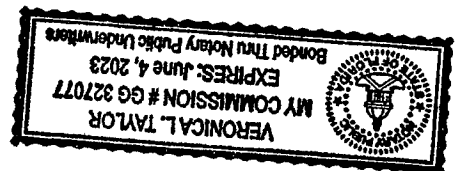
[Signature]
Witness
Print Name: Robert P. Demoreest

State of Florida

County of St. Lucie

The foregoing instrument was acknowledged before me this 23rd day of September, 2019, by Arturo Ricard as President, for Tropical Dream Homes, LLC, who is X is personally known to me, or _____ who has produced _____ as identification.

Veronica L Taylor
Notary Signature
Veronica L Taylor
Print Name of Notary



Witnesses:

GRANTEE:

CITY OF PORT ST. LUCIE
a Florida municipal corporation

Printed Name: _____

By: _____
Printed Name: Gregory J. Oravec
Title: Mayor

Printed Name: _____

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Gregory J. Oravec, as Mayor of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie, who is [X] personally known to me, or who has [] produced the following identification _____.

NOTARY SEAL/STAMP

Signature of Notary Public

Name: _____

Notary Public, State of Florida
My Commission expires _____