

Return to: (enclose self-addressed stamped envelope)

Name:

City of Port St. Lucie
City Attorney's Office

Address:

121 SW Port St. Lucie Boulevard
Suite 322
Port St. Lucie, Florida 34984

BLANKET FLOWAGE EASEMENT
[Community Boulevard – MXD Parcel]

THIS EASEMENT granted this 4th day of May, 2009, by **HORIZONS ST. LUCIE DEVELOPMENT, LLC**, a Florida limited liability company, whose address is 10521 SW Village Center Drive, Suite 201, Port St. Lucie, Florida 34987 ("Grantor") and City of Port St. Lucie, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 ("Grantee").

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

WITNESSETH:

Grantor, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, grants, bargains, and sells unto the Grantee, a perpetual easement for surface water drainage from Community Boulevard right-of-way, on the following described lands located in St. Lucie County, Florida, to wit (the "Easement Area"):

See attached **Exhibit "A"** which is incorporated herein by reference.

Subject to easements, restrictions and reservations of record.

Notwithstanding anything contained herein to the contrary, until such time as a permanent flowage easement is established by plat approved by Grantee or site plan approved by Grantee ("Permanent Flowage Easement"), Grantor shall have the right to relocate the location of the easement granted herein from time to time by providing notice to Grantee, and without obtaining consent of Grantee and as often as Grantor may determine in its sole and absolute discretion, provided that in connection with such relocation, such surface water drainage from Community Boulevard is not obstructed.

Grantor shall maintain this Easement at its sole cost and expense. If flowage is obstructed, Grantee shall have the right to take action in compliance with applicable laws necessary to maintain the Easement in the event Grantor shall fail to maintain the easement upon thirty (30) days written notice to Grantor (or such shorter period of time as is necessary in the event of an emergency). This Easement shall automatically terminate upon the creation of the Permanent Flowage Easement. Upon request by Grantor, Grantee shall file a termination of this easement in the Public Records of St. Lucie County, Florida.

TO HAVE AND TO HOLD the same unto the Grantee, together with the right to enforce the intended use stated herein. Grantor and Grantee are used for singular or plural, as the context requires. The easement granted herein shall constitute easements running with the land and shall burden the land described above.

(signature page follows)