

Prepared by and return to:
City of Port St. Lucie
Utility Systems Dept.
1001 SE Prineville Street
Port St. Lucie, Florida 34983

UTILITY EASEMENT

THIS INDENTURE (this "Easement") made and entered into this ____ day of _____, 2025, 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 1001 SE Prineville Street, 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, 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 and warrants to the Grantee, its successors and assigns, an easement in perpetuity for utility purposes, for 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. The 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. Grantee shall have no obligation to maintain the Easement Premises.

Grantor further grants to the Grantee, its agents, employees, contractors, designees and assigns, a general ingress/egress easement over and across its driveways and parking areas of the Property, as they exist from time to time, solely for the purpose of access to, installation of, modification of, and/or maintenance of, any of the Grantee's utility facilities, equipment, and appurtenances ("Utility Facilities") located within the Easement Premises.

Grantor agrees that other than the Utility Facilities and improvements specified in a site plan approved by Grantee, there will be no improvement planted or constructed within the boundaries of the Easement Premises without the prior written consent from the Grantee. Should Grantor plant or construct any such improvements without the prior written consent from the Grantee or specified in a site plan approved by Grantee, the improvement will be subject to

removal or destruction by the Grantee without liability or responsibility thereof on the part of the Grantee. Grantor hereby covenants and warrants that Grantor owns the said land described herein, or is an agent of Grantor, and has the right to grant this Easement.

Grantee agrees it will exercise its privileges hereunder at its own sole risk and agrees, subject to the limitations contained in Section 768.28, Florida Statutes, to indemnify and save harmless Grantor, its parent, members, partners, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively, the "Grantor Entities"), from all liability, loss, cost, and expense, including attorneys' and paralegals' fees and court costs, which may be sustained by the Grantor Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the exercise of the rights granted herein by Grantee or its employees, agents, contractors, successors, and permitted assigns, unless solely caused by Grantor's negligence or intentional misconduct; and Grantee agrees, subject to the limitations contained in Section 768.28, Florida Statutes, to defend at its sole cost and expense and at no cost and expense to the Grantor Entities any and all suits or action instituted against the Grantor Entities, for the imposition of such liability, loss, cost and expense. It is the intent of the parties that Grantee shall not be liable pursuant to this indemnification provision to pay a claim or judgment by any one person or entity for loss, cost, or expense, including attorneys' and paralegals' fees and court costs any amount in excess of \$200,000, or any claim or judgment, which when totaled with all other claims or judgments arising out of the same incident or occurrence, exceeds the sum of \$300,000 and that the foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

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 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 not be assigned in whole or in part without the prior written consent of Grantor, which consent may be withheld in its sole and absolute discretion, except that this Easement may be freely assigned by the Grantee to another governmental entity or public utility by providing five (5) days written notice to Grantor and upon any such assignment such other governmental entity or public utility, as applicable, shall be deemed to have automatically assumed the obligations of Grantee hereunder.

{Signatures on following pages}

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.

Witness One

Port St. Lucie Governmental Finance Corporation

Printed Name: _____

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

By: _____

Jesus Merejo, CEO

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 _____ 2025, by Jesus Merejo, as CEO of the Port St. Lucie Governmental Finance Corporation, who is [X] personally known to me, or who has [] produced the following identification _____.

Signature of Notary Public

Name: _____

Notary Public, State of Florida

My Commission expires _____

NOTARY SEAL/STAMP

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.

Witness One

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 _____ 2025, by Jesus Merejo, as City Manager 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 _____

EXHIBIT "A"

Legal Description of the Property

Lot 2 of Southern Grove Plat No. 46, as recorded in Plat Book 125, Page 17, of the Public Records of St. Lucie County, Florida.

EXHIBIT "B"

Sketch and Legal Description of the Easement Premises

NOTE:

DESCRIPTION NOT
VALID WITHOUT
SKETCH.

**THIS IS NOT A SURVEY
EXHIBIT " A "****DESCRIPTION:**

A THIRTY-FOOT-WIDE STRIP OF LAND LYING IN LOT 2 OF SOUTHERN GROVE PLAT NO. 46, AS RECORDED IN PLAT BOOK 125, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 64°02'38" EAST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 243.46 FEET TO A POINT LYING 268.42 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2 (AS MEASURED ALONG SAID SOUTH LINE), SAID POINT BEING THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED STRIP OF LAND;

THENCE NORTH 25°58'48" WEST, A DISTANCE OF 129.91 FEET; THENCE NORTH 64°01'24" EAST, A DISTANCE OF 265.20 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2 LYING NORTH 27°23'53" WEST, A DISTANCE OF 130.04 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 2 (AS MEASURED ALONG SAID EAST LINE), SAID POINT BEING THE POINT OF TERMINUS OF THE HEREIN DESCRIBED STRIP OF LAND.

OUTSIDE LINES TO BE TRIMMED AT OR EXTENDED TO PROPERTY LINES DESCRIBED HEREIN TO ENSURE A CLOSED BOUNDARY FIGURE.

SAID STRIP OF LAND CONTAINS 0.27 ACRES (11,853.15 SQUARE FEET), MORE OR LESS.


MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

 12/6/2024
SIGNATURE DATE

**SKETCH & DESCRIPTION OF:
UTILITY EASEMENT**

PREPARED FOR:

CITY OF PORT ST. LUCIE

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
☎ 772-462-2455
🌐 www.edc-inc.com

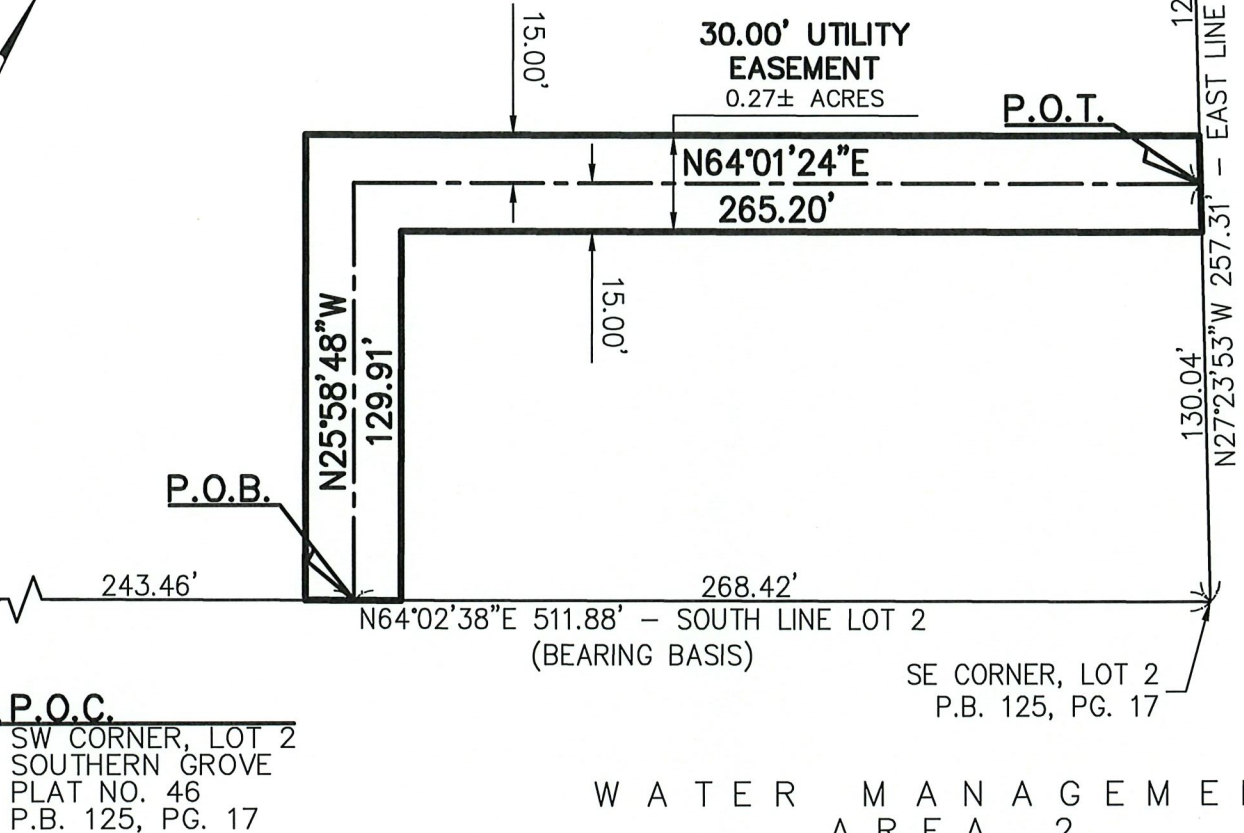
**REVISIONS**

UPDATED PER LATEST PLAT OF RECORD - SPT - 08/12/24
UPDATED PER REDESIGN - SPT - 12/06/24

PROJ. #: 24-217 DATE: 12/6/2024 DRAWN BY: SPT CHECKED BY: MTO SCALE: AS SHOWN CAD FILE: 24-217 UE_rev2.dwg
Z:\EDC-2024\24-217 - City of PSL - SG Plat 46 S & D\SURVEY\Dwg - PDF\Sketch & description\24-217 UE_rev2.dwg, 12/6/2024 11:46 AM

SHEET
1 OF 2

EAST RIGHT-OF-WAY OF SW VILLAGE PARKWAY



P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT OF WAY
CL	CENTER LINE
S/D	SUBDIVISION
NR	NOT RADIAL

0 60
Scale in feet
1 Inch = 60 Feet

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE LOT 2 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

CITY OF PORT ST. LUCIE

REVISIONS	UPDATED PER LATEST PLAT OF RECORD – SPT – 08/12/24	
	UPDATED PER REDESIGN – SPT – 12/06/24	
PROJ. #: 24-217 DATE: 12/6/2024 DRAWN BY: SPT CHECKED BY: MTO SCALE: AS SHOWN CAD FILE: 24-217 UE_rev2.dwg Z:\EDC-2024\24-217 – City of PSL – SG Plat 46 S & D\SURVEY\dwg – PDF\Sketch & description\24-217 UE_rev2.dwg, 12/6/2024 11:46 AM		SHEET 2 OF 2