

Prepared by and return to:
Melanie A. McGahee, Esq.
McGahee & Perez, PL
417 West Sugarland Highway
Clewiston, FL 33440
Phone: (863) 983-1677
Our file No.: 2024.0350

(Space above this line reserved for recording office use only)

EASEMENT

This Easement ("Easement"), made this _____ day of _____, 2025, between

DALE P. COYNE and GAIL A. COYNE, husband and wife., whose principal address is 13400 Budler Road, Plainfield, IL 60544 ("Grantor"), and

CITY OF PORT ST. LUCIE, a Florida municipal corporation, whose post office address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida, 34984 of the County of St. Lucie, State of Florida ("Grantee").

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

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:

"ST LUCIE GARDENS 01 37 40 BLK 4 THAT PART OF LOT 10 LYG E OF US #1- LESS N 473 FT AND LESS E 54 FT AND LESS S 40 FT- (1.56 AC)"

All that portion of Lot 10, lying East of U.S. Highway No. 1, of Block 4, Section 1, Township 37 South, Range 40 East, St. Lucie County, Florida, of Plat No. 1, St. Lucie Gardens as recorded in Plat Book 1, Page 35, of the Public Records of St. Lucie County, Florida, LESS the North 473 feet and the East 54 feet of said Lot 10 and also LESS the South 40 feet of said Section 1, said portion being more particularly described as follows:

Beginning at a point (P.O.B.) being the Intersection of the West line of the East 54 feet of said Lot 10 with the South line of the North 473 feet of said Lot 10; thence from said P.O.B. run South 00 degrees 21 minutes 38 seconds West, parallel with East line of said Lot 10, 150.51 feet, thence run South 89 degrees 42 minutes 50 seconds West, parallel with and 40.00 feet North of the South line of said Section 1, 411.53 feet to the Easterly right of way line of U .S. Highway No. 1; thence run North 27 degree 53 minutes 44 seconds West, along the Easterly right of way line of U.S. Highway No. 1, 170.25 feet to the intersection of the South line of the North 473 feet of Lot 10; thence run North 89 degree 45 minutes 21 seconds East, parallel with the North line of said Lot 10, 492.13 feet to the POINT OF BEGINNING.

Parcel I.D. No.: 3414-501-3810-100-1

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

WHEREAS, the Easement and attendant rights that are hereby conveyed to the Grantee 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 a bus stop shelter.

NOW THEREFORE, for and in consideration of the sum of **Ten Dollars and No Cents (\$10.00)**, and other good and valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey to the Grantee, its successors or assigns forever, a perpetual easement for bus shelter purposes through, upon, over, along, under and across the Easement Area together with the non-exclusive right of ingress and egress to, from and over said Easement Area which may be required for the used and enjoyment of the rights herein granted.

TO HAVE AND TO HOLD the Easement hereby granted unto the Grantee, its licensees, agents, 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.

IT IS UNDERSTOOD, that the Grantee, at its sole cost and expense, is granted the right, privilege, and authority to construct, replace, renew, operate, and maintain a public bus stop and appurtenances, including concrete pads, benches, shelters, signs and other facilities appurtenant to be located on, under, across, and through the Easement Area, with the additional right, privilege and authority to remove, replace, repair, and modify said bus stop shelter (collectively, the "Bus Shelter Facilities") within the Easement Area. If any of the real estate, vegetation, landscaping, sod, or any other improvement of the Grantor that is located outside the Easement Area on Grantor's property is disturbed or damaged by any of the activities, permitted under this Easement, of Grantee, its agents, employees, contractors, consultants, or persons acting pursuant to contracts or agreements with Grantee, then Grantee shall restore all such property to a condition substantially similar to the condition existing prior to the disturbance or damage.

IT IS UNDERSTOOD, Grantee hereby agrees to assume any and all such maintenance obligations immediately following the completion of the construction and/or installation of any Bus Shelter Facilities. Grantee shall maintain the Bus Shelter Facilities in a safe and good condition and repair, free of trash and rubbish.

IT IS ALSO UNDERSTOOD, that title to the improvements constructed hereunder shall remain in the Grantee. Grantee has the right and authority to remove and dispose dirt, rocks and vegetation within the Easement Area.

IT IS FURTHER UNDERSTOOD, the Grantor does hereby covenant and agree that after the execution and delivery of this Easement to the Grantee, that Grantor shall not erect or permit the erection of any building or other improvement or obstruction on, over, within, upon, through or under the Easement Area without the express, prior written consent of the Grantee.

Easement

Grantor: Dale P. Coyne and Gail A. Coyne

Grantee: City of Port St. Lucie

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

Signed, sealed and delivered
in the presence of:

(As to each Grantor)

TERRANCE BROWN

Witness #1 Signature

TERRANCE BROWN

Witness #1 Printed Name

315 B VISTA CT
MINOOKA IL 60447

Witness #1 Address

JEANETTE GAFFEY

Witness #2 Signature

JEANETTE GAFFEY

Witness #2 Printed Name

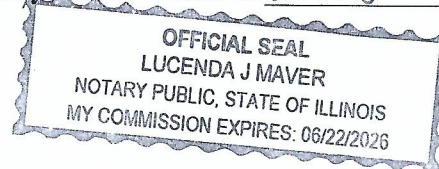
3203 WILLARDSHIRE
JOLIET IL 60544

Witness #2 Address

STATE OF Illinois
COUNTY OF Will

The foregoing instrument was acknowledged before me this 11 day of Sept., 2025, by **DALE P. COYNE and GAIL A. COYNE**, who are each ☒ personally known to me, or ☐ who have produced _____ and _____, respectively, as identification.

Lucenda J. Maver
Notary Public - State of Illinois



Easement

Grantor: Dale P. Coyne and Gail A. Coyne

Grantee: City of Port St. Lucie

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Agreed to and Accepted by Grantee:

Attest: _____

Printed Name: _____

City Clerk

**CITY OF PORT ST. LUCIE,
a Florida municipal corporation**

By: _____

Printed Name: _____

Title: _____

Approved as to Form and Correctness:

Printed Name: _____

City Attorney

Note: Reference City Resolution _____
