

This instrument was prepared under the direction of:

City of Port St. Lucie, City Attorney's Office

Prepared by:

CITY OF PORT ST. LUCIE

Public Works Department

121 S.W. Port St. Lucie Boulevard

Port St. Lucie, FL 34984

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

UTILITY EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2022, by and between the **City of Port St. Lucie**, a Florida municipal 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 **AT&T**, a _____ ("Grantee"), whose mailing address is _____:

(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; and

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants and warrants to the Grantee, its successors and assigns, a public utility easement in perpetuity for access to, and the maintenance and operation of, public utility facilities, 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.

Grantor and Grantee agree that there shall be no other public or private improvements of any kind installed in, on, over, under, or across the Easement Premises without the Grantor's written consent.

Grantor further grants to the Grantee, its agents, employees, contractors, designees and assigns, a general ingress/egress easement over and across its driveways, parking, common or open areas of the Property for the purpose of access to Easement Premises for, modification of, and/or maintenance of, any of the Grantee's utility facilities, appurtenances, and equipment.

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.

(Continued on next page)

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

WITNESS ONE

Print Name

WITNESS TWO

Print Name

(document requires two witnesses' signatures)

GRANTOR - City of Port St. Lucie
Russ Blackburn, City Manager

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 _____ 2022, by Russ Blackburn, the City Manager of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie, who is personally known to me.

Notary Seal

Notary Public

Print Name: _____

My Commission Expires: _____

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

WITNESS ONE

Print Name

WITNESS TWO

Print Name
(document requires two witnesses' signatures)

GRANTEE

Print Name/ Title

Company (if applicable)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ who is personally known to me or has produced _____ as identification.

Notary Seal

Notary Public
Print Name: _____
My Commission Expires: _____

Legal Description of the Property

That part of Best Street Right-of-Way, according to the Plat of Port St. Lucie Section Eighteen, Recorded in Plat Book 13, Page 17, of the Public Records of St. Lucie County, Florida, also being in Section 9, Township 37 South, Range 40 East, St. Lucie County, Florida.

EXHIBIT "B"

Sketch of the Easement Premises