

912118

UE-513-1

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for and in consideration of the sum of One Dollar, to them in hand paid by the FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, A municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, do hereby convey and grant to the CITY OF FORT PIERCE, FLORIDA for the use and benefit of the FORT PIERCE UTILITIES AUTHORITY the privilege and easement for the installation, maintenance, operation, repair, replacement or renewal of their municipal owned electric, water, sewer and gas utilities, in, under, upon, along, over and across the following described land in St. Lucie County, Florida, to wit:

The South 20' of the North 437 feet of the West 842 feet of the Northeast 1/4 of the Northwest 1/4 of Section 10, Township 36 S, Range 40 E less Right of Way for U.S. Highway One.

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ST. LUCIE

Grantee shall not disturb the existing private roadway and roadway base without Grantor's prior written consent.

Access to the above strip of land over the adjoining lands of the grantors is hereby granted. Any damage to the crops, fences, or improvements of the grantors on said strip of land, or on the lands of the grantors adjoining said strip of land, done by the grantee in the installation, maintenance, operation, repair, replacement or renewal of said utilities and the equipment and facilities connected therewith, shall be promptly paid for by the grantee. The grantee may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said utilities. Patrolling said easement on foot shall not constitute grounds for a claim for crop damage.

The grantors reserve the use of said strip of land not inconsistent herewith, but no buildings or structures shall be erected or placed on said strip of land by grantors, the rights herein granted may be assigned in whole or in part.

The grantee shall and will indemnify and save the grantors harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the grantee in the installation, maintenance, operation, repair, replacement or renewal of said utilities and the equipment and facilities connected therewith, over and across said strip of land.

The undersigned hereby covenant and warrant that they own the said land and have the right to grant this easement.

IN WITNESS WHEREOF, The undersigned grantors have hereunto set their hands and seals this 6th day of July, 1988.

Signed, sealed, and delivered in our presence as witnesses:

RMF Atlantic Properties, Ltd., a FLA. L.P.

By: RMF Properties, Inc., General Partner

Anne Javan
Cathy Gordon

By: Walter J. Mackey, Jr., President

STATE OF OHIO
COUNTY OF FRANKLIN

Before me, the undersigned authority, personally came and appeared, Walter J. Mackey, Jr., President of RMF Properties, Inc., General Partner of RMF Atlantic Properties, Ltd. to me well known as the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they executed the same for the uses and purposes set forth and expressed.

WITNESS my hand and official seal this 5th day of July, 1988.

Notary seal for Ft. Pierce Utilities Authority, P.O. Box 2101, Ft. Pierce, FL 33468

Notary seal for Joan E. Kimes, Notary Public, State of Ohio, My Commission Expires July 10, 1992. Book 600 Page 1581

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