

## UTILITY EASEMENT DEED

*THIS INDENTURE*, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between **FORT PIERCE REDEVELOPMENT AGENCY**, having its principal address at 100 North U.S. Highway 1, Fort Pierce, Florida 34950, (“Grantor”), and the **CITY OF FORT PIERCE**, a Florida municipal corporation, its licensees, agents, successors, and assigns, whose principal address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, (hereinafter collectively referred to as “Grantee” );

*WITNESSETH* that said Grantor, for and in consideration of the sum of TEN DOLLARS and NO CENTS (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby convey and grant to Grantee a non-exclusive perpetual utility easement on, over, under, and across the following described lands situated in St. Lucie County, Florida, more particularly described as follows:

**LEGAL:** See attached Exhibit “A”, consisting of one page

**Tax ID #** 2409-522-0007-0003, 2409-522-0008-000-0, 2409-522-0009-000-7, & 2409-522-0010-000-7 (hereinafter referred to as the “Lands”)

Said perpetual easement shall be for installation and maintenance of utility lines and related appurtenances across the Lands as shown on attached Exhibit “A”. All maintenance and repair work shall occur within the confines of the easement premises as described in Exhibit “A”.

The activities of Grantee on the Land shall not cause any material damage to the Land or otherwise change the Land except as expressly set forth hereinabove. Grantee shall repair any damage to any part of the Land resulting from the activities set forth herewith within a reasonable timeframe, and such repairs shall be in a manner to restore the Land to its prior condition of the Land with the exception of the work set forth herein.

Grantee shall bear all costs and expenses associated with the maintenance, repair, and any restoration of said utility easement. Grantor assumes no liability for any such costs of maintenance, repair, or restoration.

Grantor hereby reserves the ownership of said strip of land for any use or purpose not inconsistent herewith, but in no event shall any buildings or structures be placed on, under, through, or above said strip of land by Grantor, nor Grantor’s successors or assigns, unless approved by Grantee.

Grantee agrees to use the easement in such a manner as to maintain the safety and security of the premises and to comply with all reasonable written instructions from Grantor issued in order to protect the safety or security of any person or property at the Land or to minimize any damage to the Land or the potential for creation of or exposure to any potentially unsafe or dangerous condition or threat including, but not limited to, properly securing the Land on each occasion of ingress or egress.

All activities shall be undertaken in compliance with all applicable federal, state, and local laws, rules, and regulations.

Grantor hereby covenants and warrants that it owns the Land and has the right to grant this easement.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name and has placed in its hands and seals the day and year first written above.

**FORT PIERCE REDEVELOPMENT AGENCY:**

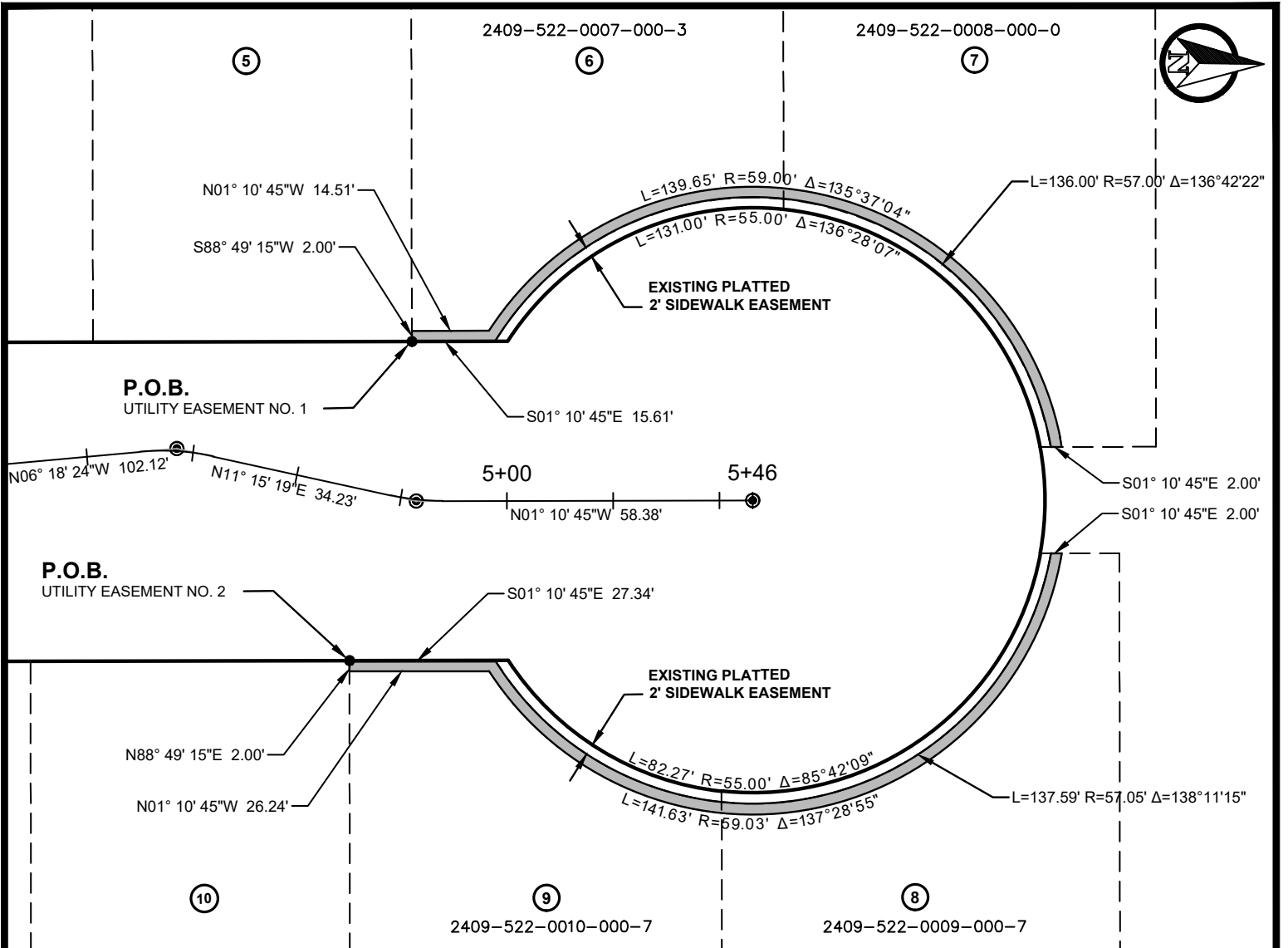
By: \_\_\_\_\_  
Linda Hudson  
Chair, Fort Pierce Redevelopment Agency

**ATTEST:**

\_\_\_\_\_  
Linda W. Cox, City Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Tanya Earley, City Attorney



**LEGAL DESCRIPTION:**

**UTILITY EASEMENT NO. 1 DESCRIPTION:**

BEGIN AT THE SOUTHEAST CORNER OF LOT 6, PLAT OF THE OAKS AT MOORE'S CREEK II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 109, PAGE 20, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. PROCEED S. 88°49'15" W. ALONG THE SOUTHERN PROPERTY LINE OF LOT 6, A DISTANCE OF 2.00' TO A POINT; THENCE PROCEED N. 01°10'45" W. A DISTANCE OF 14.51' TO A POINT OF CURVATURE; THENCE PROCEED ALONG A CURVE HAVING A CENTRAL ANGLE OF 135°37'04", A RADIUS OF 59.00', AND A LENGTH OF 139.65' TO A POINT LOCATED ON THE EASTERN LINE OF LOT 7; THENCE S. 01°10'45" E. ALONG SAID EASTERN LINE A DISTANCE OF 2.00' TO A POINT OF CURVATURE LOCATED ON A 2.00' PLATTED SIDEWALK EASEMENT AS DEPICTED ON THE PLAT OF THE OAKS AT MOORE'S CREEK II, PLAT BOOK 109, PAGE 20; THENCE CONTINUE ALONG SAID SIDEWALK EASEMENT HAVING A CENTRAL ANGLE OF 136°42'22", A RADIUS OF 57.00', AND A LENGTH OF 136.00' TO A POINT ON THE EASTERN PROPERTY LINE OF LOT 6; THENCE S. 01°10'45" E., A DISTANCE OF 15.61' ALONG SAID EASTERN PROPERTY LINE OF LOT 6 TO THE POINT OF BEGINNING.

**UTILITY EASEMENT NO. 2 DESCRIPTION:**

BEGIN AT THE SOUTHWEST CORNER OF LOT 9, PLAT OF THE OAKS AT MOORE'S CREEK II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 109, PAGE 20, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. PROCEED S. 88°49'15" E. ALONG THE SOUTHERN PROPERTY LINE OF LOT 9, A DISTANCE OF 2.00' TO A POINT; THENCE PROCEED N. 01°10'45" W. A DISTANCE OF 26.24' TO A POINT OF CURVATURE; THENCE PROCEED ALONG A CURVE HAVING A CENTRAL ANGLE OF 137°28'55", A RADIUS OF 59.03', AND A LENGTH OF 141.63' TO A POINT LOCATED ON THE WESTERN PROPERTY LINE OF LOT 8; THENCE S. 01°10'45" E. ALONG SAID WESTERN PROPERTY LINE, A DISTANCE OF 2.00' TO A POINT OF CURVATURE LOCATED ON A 2.00' PLATTED SIDEWALK EASEMENT AS DEPICTED ON THE PLAT OF THE OAKS AT MOORE'S CREEK II, PLAT BOOK 109, PAGE 20; THENCE CONTINUE ALONG SAID SIDEWALK EASEMENT HAVING A CENTRAL ANGLE OF 138°11'15", A RADIUS OF 57.05', AND A LENGTH OF 137.59' TO A POINT ON THE WESTERN PROPERTY LINE OF LOT 9; THENCE S. 01°10'45" E., A DISTANCE OF 27.34' ALONG SAID EASTERN PROPERTY LINE OF LOT 9 TO THE POINT OF BEGINNING.

**THIS IS NOT A SURVEY**

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**EXHIBIT "A" UTILITY EASEMENT**

DATE:	JULY 5, 2023
SCALE:	1" = 30'
DRAWN:	T.TELLE / D.SUMNER

**SHEET 1**