

Prepared by and after recording return to:

Seth S. Sheitelman, Esq.  
Florida Power & Light Company  
700 Universe Boulevard (LAW/JB)  
Juno Beach, Florida 33408

Affected Tract# Parcel 6  
Parcel ID# 33381400001009000001.0

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS that INDIAN RIVER COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“**Grantor**”), whose legal mailing address is 1801 27<sup>th</sup> Street, Vero Beach, Florida 32960, in consideration of the sum of One Dollar and No Cents (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to FLORIDA POWER & LIGHT COMPANY, a Florida corporation (“**Grantee**”), whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and its successors and assigns (the term “assigns” meaning any person or business entity owning by way of assignment all or a portion of rights under this easement with Grantee or its other assigns retaining and exercising the other rights), the following easements:

A. Utility Easement. A perpetual easement for the construction, operation, and maintenance of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as “**Facilities**”) (“**Utility Easement**”), over, under, in, on, upon and across the lands of Grantor situated in Indian River County, Florida and being more particularly described as follows:

See Parcel 6.3 and Parcel 6.6 on Exhibit A attached hereto and made a part hereof (“**Utility Easement Area**”);

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate the Facilities or any part of them upon, across, over or under the Utility Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Utility Easement Area that may interfere with the proper construction, operation and maintenance of the Facilities or any part of them, the right to mark the location of any underground Facilities by above ground and other suitable markers; together with the right of ingress and egress for personnel and equipment over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

B. Aerial Easement. A perpetual easement for the construction, operation and maintenance of overhead electric utility facilities (including wires, cables and appurtenant equipment) to be installed from time to time (all of the foregoing hereinafter referred to as “**Aerial Facilities**”) (“**Aerial Easement**”), together with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove the Aerial Facilities or any of them within the lands of Grantor situated in Indian River County, Florida and being more particularly described as follows:

See Parcel 6.2 and Parcel 6.5 on Exhibit A attached hereto and made a part hereof (“**Aerial Easement Area**”);

together with the right to permit any other person, firm or corporation to attach wires to any Aerial Facilities hereunder within the Aerial Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Aerial Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Aerial Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Aerial Easement Area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through the Aerial Easement Area.

C. Access Easement. A perpetual easement for vehicular and pedestrian ingress and egress (“**Access Easement**”) over, upon and across the lands of Grantor situated in Indian River County, Florida and being more particularly described as follows:

See Parcel 6.1 and Parcel 6.4 on Exhibit A attached hereto and made a part hereof (“**Access Easement Area**”);

together with all rights necessary and convenient for the full use and enjoyment of the Access Easement Area, including without limitation the right of ingress and egress to the Access Easement Area at all times; the right to clear the land and keep it cleared of all brush, trees, undergrowth and other obstructions within the Easement Area; and the right, but not the obligation, to use, improve, maintain or construct any existing or future roads on the Access Easement Area to Grantee’s specifications.

The Utility Easement, Aerial Easement, and Access Easement are collectively referred to hereinafter as the “**Easements**.” The Utility Easement Area, Aerial Easement Area, and Access Easement Area are collectively referred to hereinafter as the “**Easement Areas**.”

By the execution and delivery hereof, Grantor acknowledges and agrees that (i) Grantor’s activities shall not interfere or be inconsistent with the use, occupation, maintenance or enjoyment of the Easements or Easement Areas by Grantee, or as might cause a hazardous condition; (ii) that no portion of the Easement Areas shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of Grantee; and (iii) no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across the Easement Areas by Grantor or its successors or assigns. Any Grantor improvement, structure or alteration located within the Easement Area that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment of the Easements and/or Easement Areas by Grantee, or as might cause a hazardous condition within the Easement Area or to Grantee’s Facilities shall be a violation of this provision. However, no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee’s actual use, occupation and enjoyment of the Easements and/or Easement Areas and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure such violations complained of within thirty (30) days of such notice.

Notwithstanding anything to the contrary contained herein, Grantee shall promptly repair or replace any damage to the Easement Area, using materials that are of equal or greater quality than the materials damaged or destroyed, including the gate and fence located within the Easement Area, or any property adjacent thereto owned by Grantor, caused solely and directly by Grantee, or any of its employees, officers, directors, agents, contractors or any party acting on behalf of Grantee, in performing any activities under the terms of the Easements.

In the event that after the date this easement is recorded, Grantor dedicates the Access Easement Area and/or Aerial Easement Area to the public as road right-of-way, the Access Easement and/or Aerial Easement, as applicable, shall automatically terminate as to the portion dedicated to the public as road right-of-way.

Grantor covenants that Grantor is the fee simple owners of the Easement Areas, and that the Easement Areas are free and clear of liens, encumbrances and third-party rights and/or claims of any kind.

[This space is intentionally left blank]

[Signature and acknowledgements appear on following pages]

IN WITNESS WHEREOF, Grantor has executed this easement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**JEFFREY R. SMITH  
CLERK & COMPTROLLER**

**INDIAN RIVER COUNTY, a political  
subdivision of the State of Florida**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Department Director