

Prepared by and return to:
City Attorney
P.O. Box 1389
Vero Beach, FL 32961-1389

**UTILITY EASEMENT DEED
(WATER LINE)
#2023-EG-281**

THIS INDENTURE made and entered into this ____ day of _____, 2023, (“Effective Date”) by and between **INDIAN RIVER COUNTY, a political subdivision of the State of Florida** (hereinafter “GRANTOR” or “COUNTY”), whose mailing address is 1801 27th Street, Vero Beach, Florida 32960, and the **CITY OF VERO BEACH, FLORIDA, a Municipal corporation** (hereinafter “GRANTEE” or “CITY”), whose mailing address is P.O. Box 1389, Vero Beach, Florida 32961-1389. GRANTOR and GRANTEE may also be referred to herein individually as a “party” or collectively as the “parties.”

(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 located at **GIFFORD DOCK PARK**, lying, situated, and being in Indian River County, Florida, more particularly described as:

See **Exhibit “A,”** attached hereto and incorporated herein, (hereinafter the “Property”).

That GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the GRANTEE an exclusive easement in perpetuity through, on, over, under, and across the Property for **utility purposes, including installation of a water line**, which easement shall be as more particularly described in **Exhibit “A”** (hereinafter “Easement” or “Easement Area”), attached hereto and incorporated herein by reference, and which Easement shall run with and be a burden upon the Property.

GRANTOR further grants to the GRANTEE, as part of this Easement, a general easement for ingress, egress, and regress over and across the driveways, parking, common, and open areas of the Property for the purpose of access to and maintenance, repair, or replacement of any or all of GRANTEE’S equipment, water improvements, or related facilities. GRANTEE shall cause the restoration of any disturbance to or upon the Property and repair any damage to GRANTOR’S Improvements caused by the acts or omissions of GRANTEE, its employees, agents, or contractors, which restoration and repair shall be completed without expense to GRANTOR. GRANTEE shall not be otherwise responsible for maintenance, restoration, or repair of the Property or Easement or any Improvement or other installation thereon or therein.

The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes,

including, specifically, the right of entry for purposes of construction, installation, operation, maintenance, and repair of any Utilities located within the Easement Area.

The undersigned hereby covenants and warrants that GRANTOR owns the said land described herein and the undersigned, as or on behalf of GRANTOR, has the right to grant this Easement.

The covenant and right set forth in this Agreement shall run with the title to the lands described herein and the benefits and burdens shall bind and inure to the benefit of all successors in interest to the parties hereto.

The GRANTOR hereby warrants that: (i) GRANTOR owns the fee simple title to the Property, (ii) GRANTOR has good right and lawful authority to convey the Easement granted herein, (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated herein.

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.

ATTEST:

GRANTOR:
INDIAN RIVER COUNTY, FLORIDA,
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Joe Earman, Chairman

(Official Seal)

BOCC approved: _____

Approved as to form and
legal sufficiency:

Bill DeBraal, County Attorney

ACCEPTANCE OF CONVEYANCE

The foregoing conveyance is hereby accepted by the City of Vero Beach, Florida, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance.

ATTEST:

CITY OF VERO BEACH, FLORIDA

Tammy K. Bursick
City Clerk

By: _____
Monte K. Falls, P.E.
City Manager

(SEAL)

Date: _____

ADMINISTRATIVE REVIEW

(For Internal Use Only—Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency
for COVB only:

Approved as to technical requirements:

John S. Turner
City Attorney

Matthew T. Mitts, P.E.
Director, Public Works

Approved as to technical requirements:

Robert J. Bolton, P.E.
Director, Water & Sewer