

CFN 2009106620
Bk 03825 Pgs 0857 - 860; (4pgs)
DATE: 10/02/2009 09:03:09 AM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 35.50
DEED DOC 0.70

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

R

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 24th day of September, 2009, by SUNTRUST BANK, SUCCESSOR TO SUN FIRST NATIONAL BANK OF LAKE COUNTY, whose address is Attention: Corporate Real Estate, 919 E. Main St., 14th Floor, Richmond, VA 23219-4625, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics, and telecommunications. If Grantee damages any improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

To HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons claiming by, through, under or against the Grantor, but against no others.

Notwithstanding anything in this Easement to the contrary, Grantee shall at all times during any such entry onto Grantor's property, minimize any interference with Grantor's use and enjoyment of the Grantor's property or Grantor's business located thereon.

After any entry onto the Grantor's property by Grantee or any of Grantee's agents, employees, guests, invitees, licensees or contractors, the Grantee hereby agrees to restore the Grantor's property to the substantially the same condition in which it existed immediately prior to such entry thereon.

This Easement is granted subject to all easements, restrictions, reservations, agreements and other matters of record.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR: SUNTRUST BANK

Haydee Roman
Haydee ROMAN
(Type or print name of Witness)

BY: Thomas Crociata
THOMAS CROCIATA - FVP
Type or print name and corporate title

Michael S. Petersen
MICHAEL S. PETERSEN
(Type or print name of witness)

STATE OF Florida
COUNTY OF Orange

BEFORE ME, the undersigned Notary Public, personally appeared Thomas Crociata, the First Vice President of SunTrust Bank, who acknowledged before me that (s)he executed this instrument on the 24 day of September, 2009, and who was either personally known to me, or who produced _____ as identification.

Melinda Chisolm
NOTARY PUBLIC

DD826289
Commission Number

Melinda Chisolm
Type or print name of Notary

10/14/12
Commission expiration date

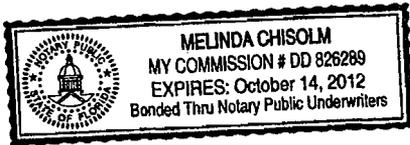


EXHIBIT 'A'

PARENT PARCEL: OR. BOOK 664, PAGE 2368 THRU 2369

THE SOUTH 225 FEET OF THE WEST 500 FEET OF GOVERNMENT LOT 3, LESS: THE RIGHT-OF-WAY FOR U. S. HIGHWAYS 441-27; CITIZENS BOULEVARD; AND SUNSHINE AVENUE, IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

ALSO LESS: COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 23 AND RUN NORTH 0°24'30" EAST ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 278.71 FEET; THENCE SOUTH 89°54'30" EAST, 40.5 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25; THENCE SOUTH 0°22'30" WEST ALONG SAID RIGHT OF WAY LINE 53.75 FEET, MORE OR LESS; TO THE NEW SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 25-A FOR A POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE SOUTH 0°22'30" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A DISTANCE OF 8 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO THE NEW SOUTHERLY RIGHT OF WAY OF STATE ROAD 25-A AT A POINT 5 FEET EASTERLY FROM THE POINT OF BEGINNING; THENCE NORTH 88°54'30" WEST ALONG SAID RIGHT OF WAY LINE 5 FEET TO THE POINT OF BEGINNING, CONTAINING 13 SQUARE FEET, MORE OR LESS.

DESCRIPTION : 10' UTILITY EASEMENT

A 10.00 FOOT WIDE, PERPENDICULAR MEASURED, PARCEL OF LAND LYING SOUTHERLY OF AND CONTIGUOUS WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 25A, LOCALLY KNOWN AS CITIZENS BOULEVARD, BEING LOCATED IN GOVERNMENT LOT 3, IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 24 EAST, ALL LYING WITHIN AND BOUNDED BY THE ABOVE DESCRIBED PARENT PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 664, PAGE 2368 THRU PAGE 2369, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THE ABOVE DESCRIBED EASEMENT CONTAINS 4,566.990 SQUARE FEET OR 0.105 ACRE, MORE OR LESS.

GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as their interests may appear. Use of this sketch by any other parties is strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the State of Florida Department of Transportation Right of Way map Section 11010, F. P. ID. 238364 2 pages 3 thru 8, dated 10-13-2004. Legal Descriptions as described in O.R. Book 664, pages 2368 thru 2369, Section 23, Township 19 South, Range 24 East, Lake County, Florida.
- 7: This sketch was prepared by the City of Leesburg, Public Works Department, Survey Division, under the direction of Steven C. Davis, Electric Service Planner, for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

REVISIONS

DATE	DESCRIPTION
09-15-2009	Changed Easement to the
DDF	North 10' of parent parcel

SECTION: 25-19-24



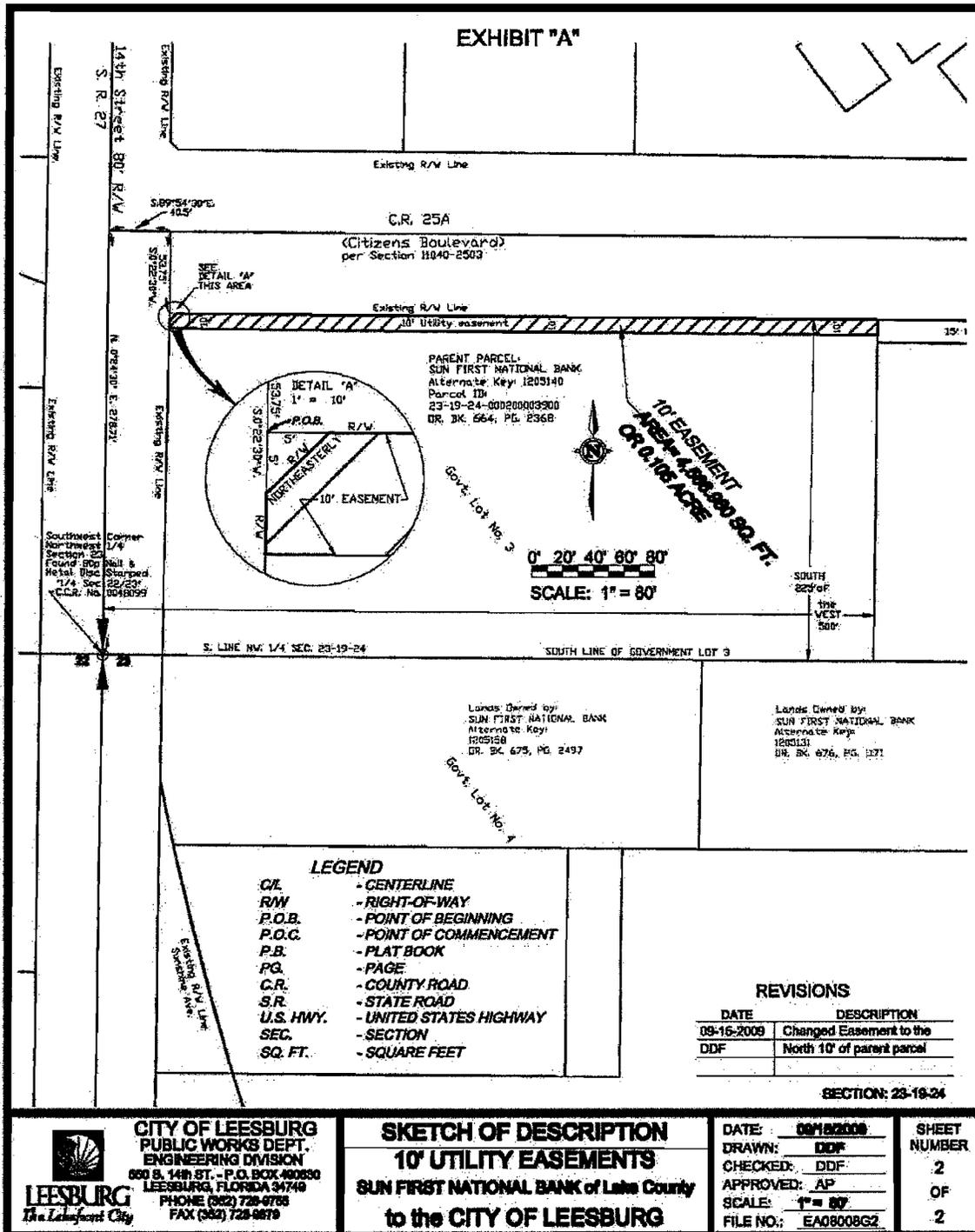
CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
 600 S. 14th ST. - P.O. BOX 490630
 LEESBURG, FLORIDA 34749
 PHONE (882) 728-6768
 FAX (882) 728-6758

SKETCH OF DESCRIPTION
10' UTILITY EASEMENTS
SUN FIRST NATIONAL BANK of Lake County
to the CITY OF LEESBURG

DATE: **09/15/2009**
 DRAWN: **DDF**
 CHECKED: **DDF**
 APPROVED: **AP**
 SCALE: **NTS**
 FILE NO.: **EA08008G2**

SHEET NUMBER
 1
 OF
 2

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