



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

CFN 2010038174
Bk 03894 Pgs 1730 - 1734 (5pgs)
DATE: 04/15/2010 08:47:24 AM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 44.00
DEED DOC 0.70

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 25 day of March, 2010, by CENTRAL FLORIDA KFC, INC., whose address is 2501 Hollywood Boulevard, Suite 220, Hollywood, FL 33020, 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 AND DEPICTED ON EXHIBIT "A" ATTACHED
CONSISTING OF TWO PAGES**

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground electrical utilities. If Grantee damages any surface 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, for so long as this Easement remains in effect, 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 whomsoever.

THIS EASEMENT is subject to the provisions contained in the Utility Easement Rider attached as Exhibit "B" hereto. Grantee agrees to observe and abide by those terms and conditions in its use of the easement to install, repair and replace any utility infrastructure placed within the Easement by Grantee.

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: CENTRAL FLORIDA KFC, INC.

[Signature]
Don Solomon
(Type or print name of Witness)

BY: *[Signature]*
BERT SREBRENIK, President

x *Heather Dames*
Heather Dames
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned Notary Public, personally appeared Bert Srebrenik, as President of Central Florida KFC, Inc., who acknowledged before me that he executed this instrument on the 25 day of March, 2010, and who was either personally known to me, or who produced _____ as identification.

Jane M. Carlton
NOTARY PUBLIC
JANE M. CARLTON
Type or print name of Notary

DD544723
Commission Number
7/19/2010
Commission expiration date

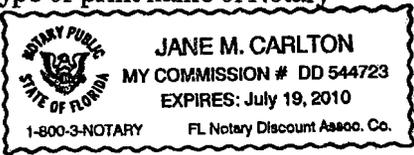


EXHIBIT "A"

PARENT PARCEL:

**PARCEL ID # 23-19-24-000300010700, ALTERNATE KEY # 1741185.
(AS DESCRIBED IN OFFICIAL RECORDS BOOK 1740, PAGE 0128.)**

FROM THE S.W. CORNER OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 89°15'00" EAST ALONG THE SOUTH LINE OF THE N.W. 1/4 OF THE S.W. 1/4 40.65 FEET TO THE EASTERLY RIGHT OF WAY OF 14th STREET (U.S. HIGHWAY No. 27) AND THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°15'00" EAST ALONG THE SOUTH LINE OF SAID N.W. 1/4 OF S.W. 1/4, 288.50 FEET TO A CONCRETE MONUMENT; RUN THENCE NORTH 39°11'18" WEST 100.37 FEET TO A CONCRETE MONUMENT; RUN THENCE NORTH 89°00'00" EAST 99.95 FEET TO A CONCRETE MONUMENT; RUN THENCE NORTH 39°14'36" WEST 72.35 FEET TO A CONCRETE MONUMENT; RUN THENCE NORTH 49°55'20" EAST 19.44 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 89°15'00" WEST PARALLEL TO THE SOUTH LINE OF SAID N.W. 1/4 OF S.W. 1/4 295.31 FEET TO THE EASTERLY RIGHT OF WAY OF 14th STREET (U.S. HIGHWAY No. 27); RUN THENCE SOUTH 0°27'30" EAST ALONG SAID EASTERLY RIGHT OF WAY OF 14th STREET (U.S. HIGHWAY No. 27) A DISTANCE OF 148.00 FEET TO THE POINT OF BEGINNING.

DESCRIPTION : UTILITY EASEMENT

THE NORTH 10.00 FEET OF THE WEST 195.00 FEET; AND THE WEST 5.00 FEET OF THE ABOVE DESCRIBED PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1740, PAGE 0128.

ALSO DESCRIBED AS:

FROM THE S.W. CORNER OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 89°15'00" EAST ALONG THE SOUTH LINE OF THE N.W. 1/4 OF THE S.W. 1/4 40.65 FEET TO THE EASTERLY RIGHT OF WAY OF 14th STREET (U.S. HIGHWAY No. 27) AND THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°15'00" EAST ALONG THE SOUTH LINE OF SAID N.W. 1/4 OF S.W. 1/4, 500 FEET; THENCE RUN NORTH 00°27'30" WEST, A DISTANCE OF 138.00 FEET; THENCE RUN NORTH 89°15'00" EAST, A DISTANCE OF 190.00 FEET; THENCE RUN NORTH 00°27'30" WEST, A DISTANCE OF 1000 FEET; THENCE RUN SOUTH 89°15'00" WEST, A DISTANCE OF 195.00 FEET, TO THE EASTERLY RIGHT OF WAY OF 14th STREET (U.S. HIGHWAY No. 27); RUN THENCE SOUTH 00°27'30" EAST ALONG SAID EASTERLY RIGHT OF WAY OF 14th STREET (U.S. HIGHWAY No. 27) A DISTANCE OF 148.00 FEET TO THE POINT OF BEGINNING.

AND CONTAINS AN AREA OF 2,640.000 SQUARE FEET OR 0.061 ACRE, MORE OR LESS.

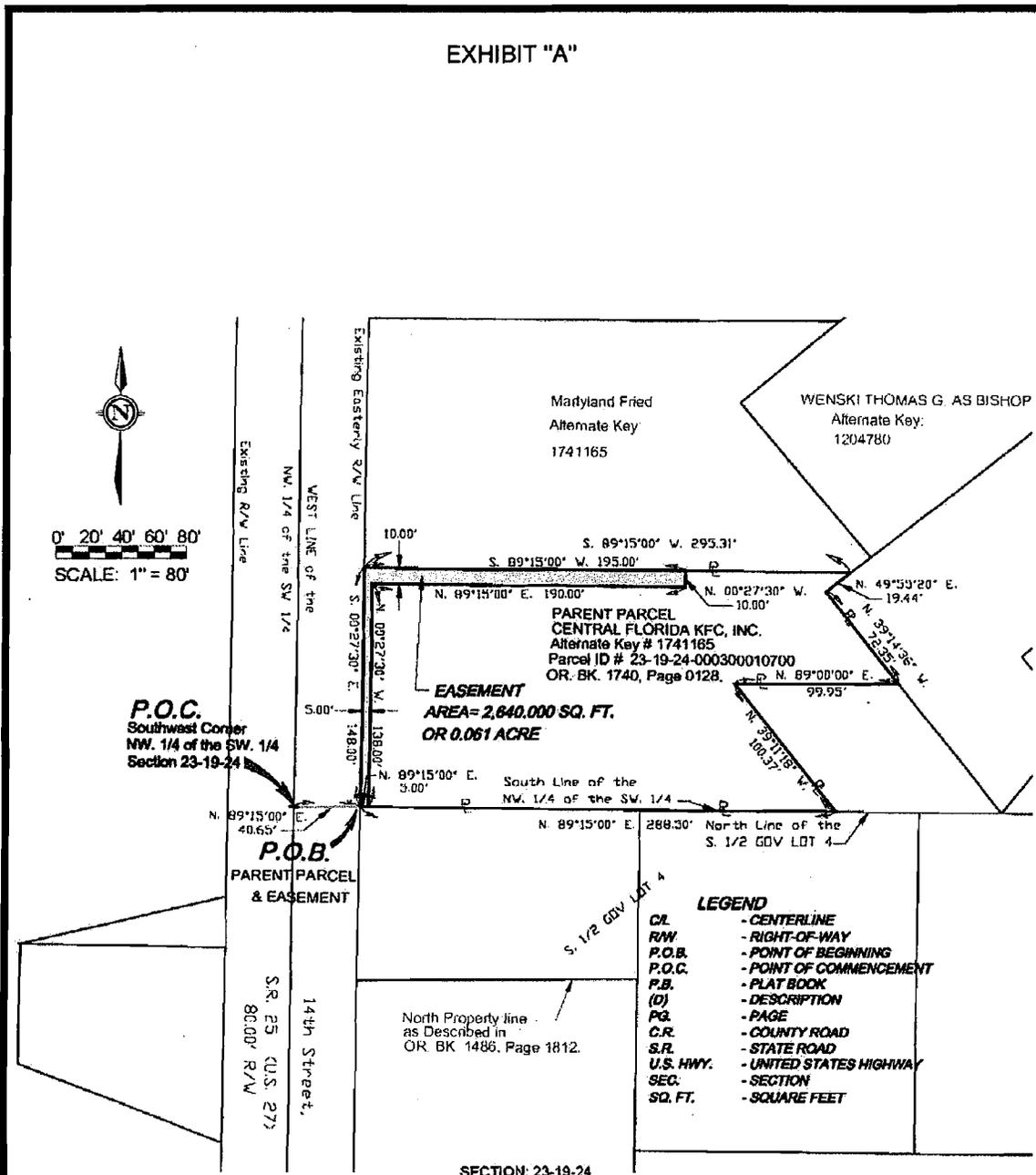
GENERAL NOTES

- 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 assigns as there 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 purpose 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 Legal Descriptions as described in O R Book 1740 , page 0128, in 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.

SECTION: 23-19-24

 <p>CITY OF LEESBURG PUBLIC WORKS DEPT. ENGINEERING DIVISION 550 S. 14th ST. - P.O. BOX 490630 LEESBURG, FLORIDA 34749 PHONE (352) 728-8755 FAX (352) 728-9879</p>	SKETCH OF DESCRIPTION	DATE: <u>03/16/2010</u>	SHEET NUMBER 1 OF 2
	UTILITY EASEMENT CENTRAL FLORIDA KFC, INC. to the CITY OF LEESBURG	DRAWN: <u>DDF</u> CHECKED: <u>DDF</u> APPROVED: <u>AP</u> SCALE: <u>NTS</u> FILE NO.: <u>EA10009</u>	

EXHIBIT "A"



SECTION: 23-19-24

 <p>CITY OF LEESBURG PUBLIC WORKS DEPT. ENGINEERING DIVISION 550 S. 14th ST. - P.O. BOX 490630 LEESBURG, FLORIDA 34749 PHONE (352) 728-9755 FAX (352) 728-8879</p>	SKETCH OF DESCRIPTION		DATE: 03/16/2010	SHEET NUMBER 2 OF 2
	UTILITY EASEMENT		DRAWN: DDF	
	CENTRAL FLORIDA KFC, INC.		CHECKED: DDF	
	to the CITY OF LEESBURG		APPROVED: AP	
			SCALE: 1" = 80'	
		FILE NO.: EA10009		

EXHIBIT "B"
UTILITY EASEMENT RIDER

The provisions in this Rider are an integral part of the easement instrument ("**Easement**") to which it is attached, and supersede any conflicting provisions in the Easement if such conflict exists. "**Grantor**" means the grantor of the easement rights and any future owner of the property. "**Grantee**" means the grantee of the easements rights and any person attempting to exercise such rights.

- 1) This is a non-exclusive easement.
- 2) Grantee shall not store any equipment, machinery, vehicles, or material within the easement. All work performed within the easement by Grantee, its representatives, or contractors shall not interfere with Grantor's business operations and shall occur after hours or during non-peak hours. Grantee shall provide Grantor with five (5) business days notice prior to entry onto the easement or property owned by Grantor for initial installation of Grantee's facilities, however no prior notice shall be required for subsequent entry to effectuate repairs or replacements to maintain the integrity of the system and service to customers. To the extent that the easement runs across, through, over, or under any driveway, Grantee, its representatives, or contractors shall maintain access through said driveway(s) at all times. Grantor shall have the right to use the easement area for all purposes not inconsistent with rights being granted herein, including but not limited to parking spaces, drive aisles, driveways, and signage.
- 3) Neither Grantor nor its successors or assigns nor persons occupying or present on the property shall be liable to Grantee for damage, if any, caused by normal use of, or vehicular or pedestrian traffic over the easement area. Normal use shall include the right of ingress and egress on and over the easement area and the right to install, operate and maintain driveway and parking lot improvements such as pavement, bumper curbs, light standards and striping.
- 4) Notwithstanding, Grantor shall have the right to use the land within the easement in any manner which does not interfere with the rights of Grantee; including without limitation, the right to pave the land and use the same as a parking lot or driveway, provided, however, no building or structure shall be erected or permitted on the easement without Grantee's consent which consent Grantee agrees not to unreasonably withhold or delay.
- 5) Grantee hereby agrees to remove the overhead power lines and its related improvements on Grantor's property and relocate them underneath the ground within the Easement area depicted on Exhibit "A."