

Prepared by and Return after recording to:  
Law Office of Anita Geraci-Carver, P.A.  
1560 Bloxam Avenue  
Clermont, FL 34711

## PERMANENT GATEWAY SIGN EASEMENT

**THIS GRANT OF A GATEWAY SIGN EASEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2010, by **CITY OF LEESBURG**, a Florida municipality, 501 W. Meadow Street, Leesburg, Florida 34749, hereinafter called the Grantor, to and in favor of **DISTRICT BOARD OF TRUSTEES OF LAKE-SUMTER COMMUNITY COLLEGE**, a political subdivision of the State of Florida created under the laws of the State of Florida, 9501 US Hwy. 441, Leesburg, Florida 34788, hereinafter called the Grantee.

1. **Background.** Grantor is the owner of certain real property situate in Lake County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property").

Grantee desires to obtain a perpetual, non-exclusive easement and ingress and egress rights, under, over and across a portion of the Property which is more particularly described and depicted in **Exhibit "B"** attached hereto and made a part hereof by this reference (the "Sign Easement Property") for signage purposes, with full authority to enter upon construct, repair, replace and maintain a gateway sign for Lake-Sumter Community College, including but not limited to underground electrical lines, and all other related and appurtenant amenities over, under, through and across the Sign Easement Property. Grantor is willing to grant Grantee an easement for said purpose, subject to the terms and conditions set forth below.

2. **Grant of Easement.** In consideration of the covenants and obligations set forth herein and other good and valuable consideration in the sum of Ten and No/100 Dollars (\$10.00) paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants, conveys and declares unto Grantee, its successors and assigns, a perpetual, non-exclusive gateway sign easement including ingress and egress rights under, over, through and across the Sign Easement Property, for the purpose of the construction, repair and maintenance of a gateway sign for Lake-Sumter Community College, including but not limited to underground electrical lines and all other related and appurtenance amenities (the "Sign").

3. **Use by Grantor.** Grantor retains the right to use the Sign Easement Property. The Property is subject to all matters of record, the retained rights of Grantor and whatever other easements, rights, licenses, or grants that contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by Grantors, provided that any subsequently created interest does not prevent Grantee from utilizing this Easement for its intended purpose. The Sign Easement Property shall revert to Grantor upon release.

4. **Grantor's Improvements.** Grantee shall replace and restore any and all improvements of Grantor within the Sign Easement Property and Grantor's adjoining land which are disturbed by Grantee's activities, including, but not limited to, curbing, landscaping, paving, irrigation systems and/or traffic controls (collectively, Grantor's Improvements).

5. **Approvals.** Erection of a sign will require a permit and compliance with the City of Leesburg sign ordinances. Nothing in this Easement shall be construed to exempt the Grantee from full compliance with any requirements imposed by the City Code or other applicable laws, rules and regulations regarding any permits or approvals necessary for the anticipated use of the Easement by Grantee, including but not limited to building permits, sign permits, zoning or conditional use permits as may be required legally for the uses to which Grantee proposes to put the Easement, site plan approvals, or other permitting requirements imposed by local, state or federal government, or any agency thereof. By executing this Easement, Grantor does not waive any of its regulatory authority over the proposed sign. Notwithstanding the foregoing, Grantee is not precluded from applying for and obtaining a variance from the City Code or other applicable laws, rules and regulations.

6. **Maintenance.** After Grantee commences construction of the Sign in the Sign Easement Property, Grantee shall maintain, repair and replace the Sign in good order, condition and state of repair. In the event Grantee fails to fulfill its obligations to maintain, repair and replace the Sign as set forth hereinabove, Grantor shall have the right, but not the obligation, to perform such maintenance, repair and replacement after providing Grantee thirty (30) days written notice of Grantor's intent to perform the same and opportunity to cure. Any damage to the Sign or the Sign Easement Property caused by either Grantor or Grantee shall be repaired promptly at the sole cost and expense of the party causing the same. Grantee shall maintain, repair and replace any and all landscaping, irrigation, and lighting constructed and installed with the Sign Easement Property for the sole purpose of the gateway sign. Grantee may, at its expense, provide lighting for the gateway sign.

7. **Indemnification.** Grantee, with respect to its use of the Sign Easement Property, agrees to indemnify, protect, defend and hold harmless Grantor, its successors and assigns, and its agents, servants, employees, officers and directors, from any and all loss, damage, liability, cost or expense (including, but not limited to, attorneys' fees, and court costs at the trial level and during appellate proceedings or bankruptcy proceedings) and all other sums which Grantor, its agents, servants, employees, officers and directors, may incur, be subjected to, or may reasonably pay or become obligated to pay on account of any, all and every demand claim, or action arising out of any act or omission of Grantee, its agents, servants or employees. Grantor, with respect to its use of the Sign Easement Property, agrees to indemnify, protect, defend, and hold harmless Grantee, its successors and assigns, and its agents, servants, employees, officers and directors, from any and all loss, damage, liability, cost or expense (including, but not limited to, attorneys' fee and court costs at the trial level and during appellate proceedings or bankruptcy proceedings) and all other sums which Grantee, its agents, servants, employees, officers and directors, may incur, be subjected to, or may reasonably pay or become obligated to pay on account

of any, all and every demand, claim, or action arising out of any act or omission of Grantor, its agents, servants or employees. Notwithstanding anything to the contrary, The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, political subdivisions and agencies to be sued; or (3) a waiver of sovereign immunity beyond the waiver provided in section 768.28 Florida Statutes.

8. **Covenants with the Land.** All rights, privileges, benefits and burdens created herein are covenants running with the land, binding upon and inuring to the benefit of Grantor, Grantee and their respective assigns and successors in title.

9. **Title.** Grantor does hereby covenant that Grantor is lawfully seized and possessed of the Sign Easement Property subject to no encumbrances, and that it has good and lawful right to convey said easement.

10. **Incidental Rights.** Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily included incidental thereto.

11. **Captions.** The captions included herein are for reference only and should not be used in construing any of the terms hereof. This Sign Easement shall be construed and enforced in accordance with the laws of the State of Florida.

12. **Attorneys Fees.** In the event that Grantor or Grantee or either of their successors in title institutes legal proceedings against the other party to enforce any term of this Sign Easement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and court costs incurred incidental thereto, including, without limitation, fees and costs incurred in appellate proceeding and in bankruptcy.

IN WITNESS WHEREOF, the said first has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in  
the presence of:

Grantor: **CITY OF LEESBURG**, a Florida  
municipality

By: \_\_\_\_\_  
DAVID KNOWLES, MAYOR

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

Attest by City Clerk:

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

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

\_\_\_\_\_  
Betty Richardson

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

STATE OF FLORIDA  
COUNTY OF LAKE

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared David Knowles, as Mayor of the City of Leesburg, known to me to be the person described herein and who executed the foregoing instrument, who acknowledged before me that they executed the same, and who are \_\_\_ personally known to me or \_\_\_ produced \_\_\_\_\_ as identification and who \_\_\_ did, \_\_\_ did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

ACCEPTED BY DISTRICT BOARD OF TRUSTEES OF LAKE-SUMTER  
COMMUNITY COLLEGE (Grantee).

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

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

By: \_\_\_\_\_  
MARGO ODOM, Chairperson

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

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

By: \_\_\_\_\_  
DR. CHARLES R. MOJOCK  
President

STATE OF FLORIDA  
COUNTY OF LAKE

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Margo Odom, Chairperson of the District Board of Trustees of Lake-Sumter Community College,

known to me to be the person described herein and who executed the foregoing instrument, who acknowledged before me that they executed the same, and who are \_\_\_ personally known to me or \_\_\_ produced \_\_\_\_\_ as identification and who \_\_\_ did, \_\_\_ did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF FLORIDA  
COUNTY OF LAKE

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Dr. Charles R. Mojock, President of Lake-Sumter Community College, known to me to be the person described herein and who executed the foregoing instrument, who acknowledged before me that they executed the same, and who are \_\_\_ personally known to me or \_\_\_ produced \_\_\_\_\_ as identification and who \_\_\_ did, \_\_\_ did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**  
(the Property)

Parcel No. **22-19-25-000200000501**  
Alternate Key No. **2801417**

That part of the Northeast quarter (NE ¼) of the Northwest quarter (NW ¼) of Section 22, Township 19 South, Range 25 East, in Lake County, Florida, lying North of the Northerly line of the right of way of U.S. Highway No. 441.

**EXHIBIT "B"**  
(the Sign Easement Property)

Generally, an area 62' (when measured west from the westernmost edge of pavement of College Drive) x 265' (when measured north from the northernmost edge of curb of U.S. Hwy 441), equaling 16,430 square feet +/-, and more particularly depicted by the westernmost red box in the Boundary Survey of the College attached hereto.