03-BSD05-01/05
February 23, 2005
This instrument prepared by
KATTIE GIBSON
Under the direction of
GEORGE S. LOVETT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 122.1
SECTION 11010
F.P. NO. 238394 2
STATE ROAD 500
COUNTY LAKE

CITY DEED

THIS DEED, made this _____ day of _____, _____ by the CITY OF LEESBURG, a municipality of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lake County, Florida, viz:

PARCEL 122 SECTION 11010
F.P. NO. 238394 2

All the rights and interest of the City of Leesburg, Florida, in and to the existing right of way of dedicated and used State Road No. 500 and the existing right of way of portions of other dedicated or maintained streets between Marion Street and Plum Street , lying within the required right of way as shown on the Right of Way Map of Section 11010, State Road No. 500, as filed in the Office of the Clerk of the Circuit Court in Lake County, Florida, or in the Office of the Department of Transportation in DeLand, Florida.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

PROVIDED that the following rights are reserved to Grantor:

1. In the event that the interest of Grantor in the property being conveyed hereby was fee simple title or an easement which was granted specifically to Grantor in name, rather than a general dedication to the public, the Grantor shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate utility facilities on, within, and upon the lands described herein, subject to the rights of Grantee to control those activities as hereinafter set forth.

2. In the event that the interest of Grantor in the property being conveyed hereby was under an easement or dedication to the public in general or was anything other than the interest as described in paragraph 1 above, and Grantor actually has utility facilities located on the property as of the date of this conveyance, then Grantor shall, have the right to continue to operate, maintain, or remove those pre-existing utility facilities in the normal course of business, but shall have no other rights with respect to the property except as may hereafter be granted by Grantee pursuant to a separate arrangement. The exercise of Grantee's rights under this paragraph 2 shall be subject to the rights of Grantee to control those activities as hereinafter set forth.

3. The Grantee shall have the right to control the exercise of Grantor's rights under paragraphs 1 and 2 above in the following manner:

a. The Grantee may require, for any present or future transportation facility project, *that* any facilities of the Grantor be located, protected, adjusted, or removed as the Grantee determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. The Grantor shall have the right to engage in additional protective measures during the transportation facility project beyond what the Grantee determines is necessary, provided that the cost of any such additional protective measures shall be borne by the Grantor.

b. The Grantor shall operate and maintain the Grantor's facilities located on the real property in accordance with Grantee standards as set forth in the Grantee's then current Utility Accommodation Manual.

c. Any placement of new facilities or adjustment, upgrading, removal, or relocation of the Grantor's facilities proposed by the Grantor shall be subject to the prior approval of the Grantee as provided in and under the conditions of the Grantee's then current Utility Accommodation Manual. Approval will be granted through the issuance of a utility permit.

d. Nothing in this paragraph 3 shall be deemed to grant Grantor rights beyond those granted by paragraphs 1 and 2 above.

4. In the event that the Grantee exercises it's rights under paragraph 3 hereof and the exercise of those rights creates costs over and above what the Grantor would normally have incurred had the Grantee not exercised those rights, the Grantee will bear the excess costs; provided, however, that nothing in this paragraph 4 shall be construed to require Grantee to bear any costs related to or resulting from Grantor exercising rights beyond or in excess of those described in paragraphs 1 and 2 above. Excess costs shall include, but not necessarily be limited to, damage to the Grantor's facilities resulting from failure of Grantee's protective measures where the Grantor has not elected to undertake additional protective measures pursuant to subparagraph 3.a. above. The specific arrangement for Grantee bearing the excess costs shall be by separate agreement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

CITY OF LEESBURG, FLORIDA

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

By:_____

Its Mayor

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

ATTEST:_____

Its City Clerk
ADDRESS OF GRANTOR:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____