

CFN 2008084817  
Bk 03655 Pgs 0027 - 28; (2pgs)  
DATE: 07/17/2008 03:51:47 PM  
NEIL KELLY, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 18.50  
DEED DOC 0.70

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

**UTILITY EASEMENT**

(RESERVED FOR RECORDING)

THIS EASEMENT given the 12<sup>th</sup> day of June, 2008, by **CARVER HEIGHTS MINISTRIES, INC.**, a Florida non profit corporation, whose address is Post Office Box 492722, Leesburg, FL 34749-2722, 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:

The East five feet (5') of the following described real property:

East 100 feet of Lots 1, 2, and 3, Block H, LIBERIA, according to the map or plat thereof as recorded in Plat Book 9, Page 13, Public Records of Lake County, Florida, AND Lots 1 to 5, inclusive, Block A, LIBERIA, according to the map or plat thereof as recorded in Plat Book 9, Page 13, Public Records of Lake County, Florida.

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, and telecommunications. Grantor retains the right to use the area within the easement but shall make no use thereof which would conflict with the uses to which Grantee now or hereafter lawfully puts the easement under the terms of this instrument. 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 activities of Grantee which caused the damage. Grantee is also given an easement 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.

**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:

CARVER HEIGHTS MINISTRIES, INC.

Robert J. Fieble  
Robert J. Fieble  
(Type or print name of witness)

By: Charles H. Hay  
Charles H. Hay its President

Lena C. Moreau  
LENA C. MOREAU  
(type or print name of witness)

STATE OF FLORIDA  
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Charles H. Hay as President of Carver Heights Ministries, Inc., who acknowledged before me that he/she executed this instrument on the 16 day of June, 2008, and who was either personally known to me, or who  produced FBI H 000 14834 1740 exp 5114 2012 as identification.

Tara S. Ramjeet  
NOTARY PUBLIC  
TARA S. RAMJEET  
Type or print name of Notary



**JOINDER & CONSENT OF MORTGAGEE**

The undersigned, as holder of a mortgage or other lien on the above described property, as recorded in Official Records Book 2062, Page 2194, Public Records of Lake County, Florida, does hereby join in and consent to the granting of the easement to the City of Leesburg, Florida, and agrees that its interest in the property shall henceforth be inferior and subordinate to the easement rights herein created.

CITIZENS FIRST BANK  
By: Brad Weber  
BRAD WEBER, SVP  
Type or print name and position or title

STATE OF FLORIDA  
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared BRAD WEBER, the Sr. Vice President of CITIZENS FIRST BANK, who acknowledged before me that (s)he executed this instrument on the 15 day of July, 2008 and who was either  personally known to me, or who produced as identification.

Linda G. Goodman  
NOTARY PUBLIC  
LINDA G. GOODMAN  
Type or print name of Notary

Commission Number \_\_\_\_\_  
Commission expiration date \_\_\_\_\_

