

CFN 2009059746  
Bk 03777 Pgs 2475 - 2478: (4pgs)  
DATE: 06/04/2009 09:50:54 AM  
NEIL KELLY, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 35.50  
DEED DOC 0.70

R THIS INSTRUMENT PREPARED BY & 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 11<sup>th</sup> day of May, 2009, by SHORE ACRES ESTATES, INC., whose address is 1511 Forrest Avenue, Nashville, TN 37206, 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 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 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 damage, or interfere substantially, with Grantor's use of its adjoining property.

Grantor reserves the right to pave over the area of the Easement and utilize it for driveway and parking to the extent permitted by applicable setbacks and land development regulations now in effect or as later enacted or amended, and if in the course of utilizing the Easement the Grantee damages any such pavement it shall repair the damage and restore the pavement and any associated improvements, such as but not limited to landscaping, parking blocks, and striping, at the Grantee's expense.

In addition, Grantee covenants that in evaluating the proposed use and development of the parent tract across which this Easement passes, building and other applicable setbacks shall be measured from the actual property line and not from the interior boundary of the Easement itself.

**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: SHORE ACRES ESTATES, INC.

Jane Ann Davison  
Jane Ann Davison  
(Type or print name of Witness)

BY: Byron E. Herlong III  
BYRON E. HERLONG, III, President

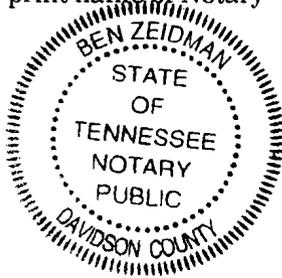
Brendley King  
Brendley King  
(Type or print name of witness)

Tennessee  
STATE OF ~~FLORIDA~~  
COUNTY OF Davidson

BEFORE ME, the undersigned Notary Public, personally appeared Byron E. Herlong, III as President of Shore Acres Estates, Inc., who acknowledged before me that he executed this instrument on the 11 day of May, 2009, and who was either  personally known to me, or who  produced TN DL as identification.

Ben Zeidman  
NOTARY PUBLIC  
Ben Zeidman  
Type or print name of Notary

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



MY COMMISSION EXPIRES:  
May 22, 2010

EXHIBIT "A"

37' UTILITY EASEMENT: A. S. HERLONG LTD.

DESCRIPTION:

THAT PART OF THE SOUTH 237.6 FEET OF GOVERNMENT LOT 7 IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, LYING WEST OF THE ABANDONED ATLANTIC COAST LINE RAILWAY SPUR TRACT IN THE CITY OF LEESBURG, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 37.00 FEET, PERPENDICULAR DISTANCE, OF GOVERNMENT LOT 7, LYING NORTHERLY OF AND CONTIGUOUS WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500 AS DESCRIBED ON PAGE 5, OF SECTION 11010-2502 OF THE STATE ROAD DEPARTMENT RIGHT OF WAY MAP, ALSO DESCRIBED IN OFFICIAL RECORDS BOOK 183, PAGE 487 AND 488, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA,

LESS:

ANY PORTION OF LAND LYING WITHIN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY AS PRELIMINARILY SHOWN ON RIGHT OF WAY MAP 11010, F. P. I. D. 238304 3 DATED 01/07/08.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 13,263.300 SQUARE FEET OR 0.305 ACRE, MORE OR LESS.

GENERAL NOTES:

- 1: THIS IS NOT A BOUNDARY SURVEY.
- 2: THIS SKETCH IS TO SHOW A GRAPHICAL REPRESENTATION OF THE DESCRIPTION DEPICTED HEREON.
- 3: THIS SKETCH WAS PREPARED FOR THE CITY OF LEESBURG AND A. S. HERLONG LTD, ISACA. USE OF THIS SKETCH BY ANY OTHER PARTIES IS STRICTLY FORBIDDEN.
- 4: USE OF THIS SKETCH FOR ANY OTHER PURPOSE THEN 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 BECOMES THE LIABILITY OF THE USER.
- 6: THIS SKETCH WAS PREPARED BY THE CITY OF LEESBURG, PUBLIC WORKS DEPARTMENT, SURVEY DIVISION, UNDER THE DIRECTION OF DAREL CRAINE, DEPUTY DIRECTOR ENVIRONMENTAL SERVICES, FOR THE CITY OF LEESBURG.

Revisions: 3-05-09 DDF  
 Changed easement width from 48' to 37'.  
 Added proposed DOT RW.  
 Changed description of easement.

SECTION: 24-19-24

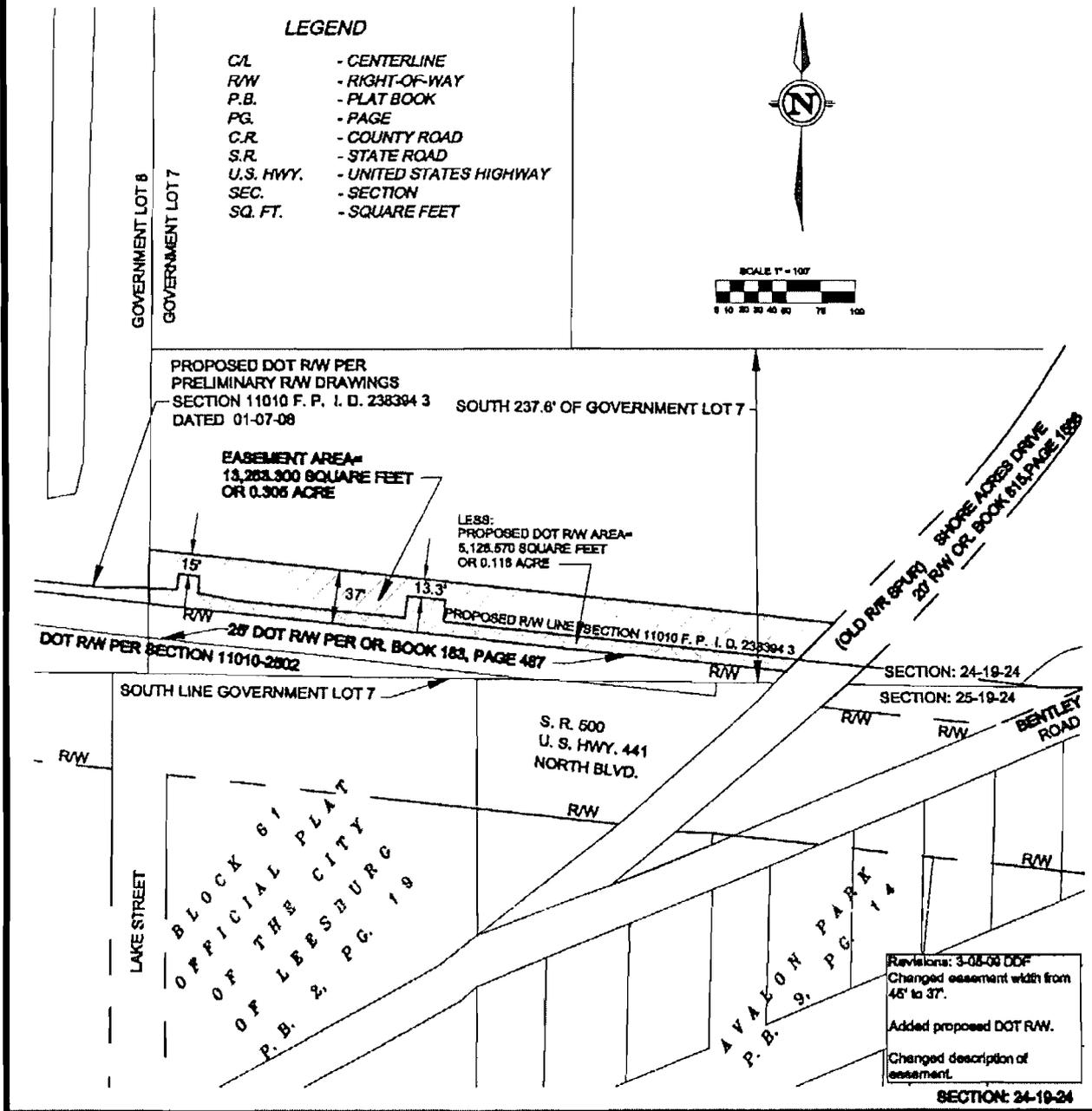
 <b>LEESBURG</b> <i>The Lakefront City</i>	<b>CITY OF LEESBURG</b> PUBLIC WORKS / ENGINEERING SURVEY DIVISION 550 S. 14th ST. - P.O. BOX 490830 LEESBURG, FLORIDA 34749-0830 PHONE (352) 728-8755 FAX (352) 728-8758	<b>SKETCH OF DESCRIPTION</b> <b>37' UTILITY EASEMENT</b> <b>A. S. HERLONG LTD</b> <b>to the CITY of LEESBURG</b>		DATE: <u>3/05/2009</u> DRAWN: <u>DDF</u> CHECKED: <u>DDF</u> APPROVED: <u>AP</u> SCALE: <u>N/A</u> FILE NO.: <u>EA00010R</u>	SHEET NUMBER 1 OF 2

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EXHIBIT "A"

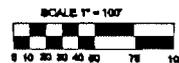
37' UTILITY EASEMENT: A. S. HERLONG LTD

SKETCH OF DESCRIPTION:



LEGEND

- C/L - CENTERLINE
- R/W - RIGHT-OF-WAY
- P.B. - PLAT BOOK
- PG. - PAGE
- C.R. - COUNTY ROAD
- S.R. - STATE ROAD
- U.S. HWY. - UNITED STATES HIGHWAY
- SEC. - SECTION
- SQ. FT. - SQUARE FEET



Revisions: 3-08-00 DDF  
 Changed easement width from 45' to 37'.  
 Added proposed DOT R/W.  
 Changed description of easement.



CITY OF LEESBURG  
 PUBLIC WORKS / ENGINEERING  
 SURVEY DIVISION  
 550 S. 14th ST. - P.O. BOX 490630  
 LEESBURG, FLORIDA 34749-0630  
 PHONE (352) 728-8755  
 FAX (352) 728-9758

SKETCH OF DESCRIPTION  
 37' UTILITY EASEMENT  
 A. S. HERLONG LTD  
 to the CITY of LEESBURG

DATE: 3/08/2009  
 DRAWN: DDF  
 CHECKED: DDF  
 APPROVED: AP  
 SCALE: 1" = 100'  
 FILE NO.: EA08010R

SHEET NUMBER  
 2  
 OF  
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