

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

**Grant of Easement**

RESERVED FOR RECORDING

**THIS EASEMENT** given the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by **THE CITY OF LEESBURG, FLORIDA**, as Grantor, whose address is P.O. Box 490630, Leesburg, Florida 34749 – 0630, to **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, as Grantee, whose address is 2379 Broad Street (US Highway 41 South), Brooksville, FL 34604,

**WITNESSETH:**

**THAT** Grantor owns a parcel of real property in Lake County, Florida, on which Grantee desires to install a monitoring well. Grantor has consented to permit Grantee to place the well on Grantor’s property, subject to the terms, conditions and limitations set forth below.

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the mutual benefits to be derived by the parties herefrom, and the sum of \$10.00 and other good and valuable considerations in hand paid and given by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants, bargains, sells and conveys unto Grantee the following easements, to be governed by the terms set forth hereinafter:

- A. An easement over and across the area described as “Well Site Area” on Exhibit “A” attached hereto, for the purpose of installing a monitoring well into the lower Floridan aquifer.
- B. An easement for ingress and egress over and across the area described as “Access Area” on Exhibit “A” attached hereto, for the purpose of traveling to and from the Well Site Area described on Exhibit “A” during normal business hours, for purposes of constructing the monitoring well, and after it is constructed, accessing the monitoring well to take samples and otherwise utilize the well for its intended purposes.
- C. A temporary construction easement over and across the area described as “Temporary Construction Area” on Exhibit “A” attached hereto, for purposes of equipment storage, material lay – down and storage, and other activity related to the construction and installation of the monitoring well, and testing it prior to putting it into actual use.

2. The easements described as Well Site Area and Access Area on Exhibit “A” shall terminate when Grantee’s use of the monitoring well ceases. At that time, Grantee shall at its sole expense abandon the well in accordance with all laws and regulations then in effect, remove all above

ground vestiges of the well and any other structures placed within the easement described on Exhibit "A" and restore the area to its natural condition.

3. All work done on or within the easements hereby granted shall be at Grantee's sole expense. Grantee shall keep the easements free and clear of any liens for labor, services or materials, and for professional services, obtained by or furnished to Grantee or to the work done within the easements, and if any such lien is filed, Grantee will transfer the lien to a bond within no more than 30 days from the date the lien is filed so that it no longer constitutes a lien or encumbrance on the real property of Grantor.

4. Grantee shall, upon request of Grantor and without charge or other consideration, furnish to Grantor all test results and other data obtained by Grantee from the monitoring well, for such use as Grantor may lawfully put such data.

5. The easement described as Temporary Construction Area on Exhibit "A" shall terminate 90 days after construction of the monitoring well is completed. Prior to the expiration of that 90 day period, Grantee shall remove all materials and construction equipment, grade the site if necessary, and otherwise restore the area of the easement to its natural condition as it existed prior to Grantee's first use of the Well Site Area described on Exhibit "A."

6. Prior to entering the easement described as Well Site Area on Exhibit "A" for any purpose, Grantee and its employees, agents and independent contractors must check in at Grantor's administrative office at its nearby wastewater treatment facility, so that Grantor will be aware at all times anyone acting on behalf of Grantee is within the area of the easement.

7. Grantee may transfer its rights under this Easement only with the prior, written permission of Grantor, and only in connection with a transfer of the obligations to monitor the well to another agency such as, but not limited to, the St. Johns River Water Management District.

8. The easements granted hereby shall be utilized only for those limited purposes permitted under the terms of this document, and no others. Grantee shall not utilize the easement for any unlawful purposes and shall obtain all necessary permits and approvals before commencing any activity within any of the easements requiring a permit or approval from any agency or other governmental body.

9. Grantee shall, to the fullest extent permitted by §768.28, Fla. Stat. (2008) as it may hereafter be amended, or under any replacement statute, indemnify Grantor and hold Grantor harmless from and against any and all claims or causes of action whatsoever, whether for death, personal injury, damage to property, or violation of any law, rule or regulation, arising out of any negligent or deliberate act of Grantee, its agents, independent contractors, and anyone else who comes onto any of the easements herein granted with the express or implied permission of Grantee, PROVIDED HOWEVER that nothing herein shall obligate Grantee to indemnify Grantor against any claim or cause of action which is due solely to Grantor's own negligence or the negligence of Grantor's employees, agents or independent contractors.

10. By its acceptance and use of this Easement, Grantee consents to and agrees to abide by all of the terms and conditions set forth herein, and further agrees to install the monitoring well within not more than 180 days from the date of execution of this Easement on behalf of Grantor.

11. This instrument sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this instrument and to have been extinguished except to the extent specifically set forth herein. This instrument may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written document signed by both parties hereto or their lawful

successors. This instrument shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this instrument shall be in Lake County, Florida. This instrument shall be binding on the parties hereto, as well as on their lawful successors and assigns.

12. In any action or proceeding arising under this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs in addition to any other relief obtained, whether at trial, on appeal, or in any proceedings to collect or enforce any judgment entered.

**IN WITNESS WHEREOF**, Grantor's duly authorized officers have set their hands to this instrument after approval of the Leesburg City Commission at a public meeting at which a quorum was present.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
LEWIS PUCKETT, Mayor

ATTEST: \_\_\_\_\_  
BETTY RICHARDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Lewis Puckett, as Mayor, and Betty Richardson, as City Clerk, of the City of Leesburg, Florida, who acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, that they executed the foregoing instrument, and who were either {CHECK ONE}  personally known to me, or who  produced \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Type or print name of Notary Public

\_\_\_\_\_  
Commission Expiration Date