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DATE: 09/30/2009 08:44:37 AM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 44.00
DEED DOC 0.70

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 21st day of September, 2009, by BUFFALO - ANDERSON ASSOCIATES, LLC, whose address is 8441 Cooper Creek Boulevard, University Park, FL 34201, 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 or above ground 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, for so long as this Easement remains in effect, 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.

THIS EASEMENT is subject to the terms, conditions and covenants set forth in the attached Utility Easement Rider. In the event of any conflict between the body of this Easement and the Utility Easement Rider, the Utility Easement Rider shall prevail and take precedence.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written.

WITNESSES (two required)

GRANTOR: BUFFALO - ANDERSON ASSOCIATES, LLC

Kevin M. Kinney
Kevin M. Kinney
(Type or print name of Witness)

BY: DAVID H. BALDAUF
DAVID H. BALDAUF, Manager

kin

Julie Ann Sortero
JULIE ANN SORTEO
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF Maratee

BEFORE ME, the undersigned Notary Public, personally appeared David H. Baldauf, as Manager of Buffalo - Anderson Associates, LLC, who acknowledged before me that he executed this instrument on the 24th day of September, 2009, and who was either personally known to me, or who produced _____ as identification.

Kevin M. Kinney
NOTARY PUBLIC

Commission Number

Type or print name of Notary Kevin M. Kinney
KEVIN M. KINNEY
MY COMMISSION #DBB46089
EXPIRES: JAN 17, 2013
Bonded through 1st State Insurance

Commission expiration date

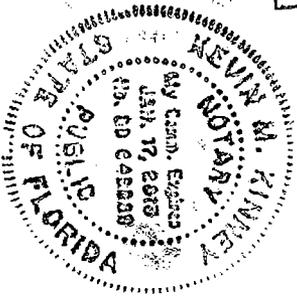


EXHIBIT "A"

PARENT PARCEL : OR. BOOK 1613, PAGE 1070, To Wit:

FROM THE SOUTHEAST CORNER OF THE SE. 1/4 OF THE NE. 1/4 OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; RUN THENCE NORTH 89°35'20" WEST ALONG THE SOUTH LINE OF SAID SE. 1/4 OF THE NE. 1/4 A DISTANCE OF 40.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF 14th STREET (U.S. HIGHWAY 27); RUN THENCE NORTH 00°24'30" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, 787.25 FEET; THENCE NORTH 88°38'35" WEST, 128.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 88°36'35" WEST, 22.00 FEET; THENCE NORTH 00°24'30" EAST, 223.45 FEET; THENCE SOUTH 75°58'05" EAST, 22.84 FEET; THENCE SOUTH 00°24'30" WEST, 218.11 FEET TO THE POINT OF BEGINNING.

LOTS 15, 16, 17, AND 18, BLOCK "44" UNIT NO. 1, ALHAMBRA VILLA, A SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 57, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

ALSO:
BEGIN AT THE SOUTHWEST CORNER OF LOT 18, BLOCK "44" UNIT NO. 1, ALHAMBRA VILLA, A SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 57, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WEST ALONG AN EXTENSION WEST OF THE SOUTH LINE OF THE SAID LOT 18 A DISTANCE OF 5 FEET TO THE CENTER OF AN ALLEY NOW CLOSED, THENCE RUN NORTH ALONG THE CENTER OF THE SAID CLOSED ALLEY TO THE CENTER OF THE RIGHT-OF-WAY OF A ROAD NOW CLOSED, DESIGNATED AS LYMPIA ON THE SAID PLAT RECORDED IN PLAT BOOK 9, PAGE 57, THENCE RUN EASTERLY ALONG THE CENTERLINE OF THE RIGHT-OF-WAY OF THE SAID CLOSED ROAD TO A POINT ON THE WEST LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTH ALONG THE WEST LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27 TO A POINT ON THE NORTH LINE OF LOT 15 IN BLOCK "44" OF SAID UNIT NO. 1, ALHAMBRA VILLA, THENCE RUN WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 16 TO THE NORTHWEST CORNER OF THE SAID LOT 16; THENCE RUN SOUTH ALONG THE WEST LINE OF LOTS 15, 16, 17, AND 18 IN THE SAID UNIT NO. 1, ALHAMBRA VILLA, 188.5 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAY AND RESTRICTIONS OF RECORDS, IF ANY.

DESCRIPTION : 10' UTILITY EASEMENT,

A 10.00 FOOT WIDE, PERPENDICULAR MEASURED, PARCEL OF LAND LYING WESTERLY OF AND CONTIGUOUS WITH THE WESTERLY RIGHT-OF-WAY LINE OF 14th STREET (U.S. HIGHWAY 27) AND HAVING A RIGHT-OF-WAY WIDTH OF 80.00 FEET, ALL LYING WITHIN THE ABOVE DESCRIBED PARENT PARCEL, AS DESCRIBED IN OFFICIAL RECORD BOOK 1613, PAGE 1070, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THE ABOVE DESCRIBED EASEMENT CONTAINS 2,328,000 SQUARE FEET OR 0.053 ACRE, MORE OR LESS.

GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as their interests may appear. Use of this sketch by any other parties is strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than 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 is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the Legal Descriptions as described in O R Book 1613, Page 1070, all in Section 22, Township 19 South, Range 24 East, Lake County, Florida.
- 7: This sketch was prepared by the City of Leesburg, Public Works Department, Survey Division, under the direction of Steven C. Davis, Electric Service Planner, for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

SECTION: 22-19-24

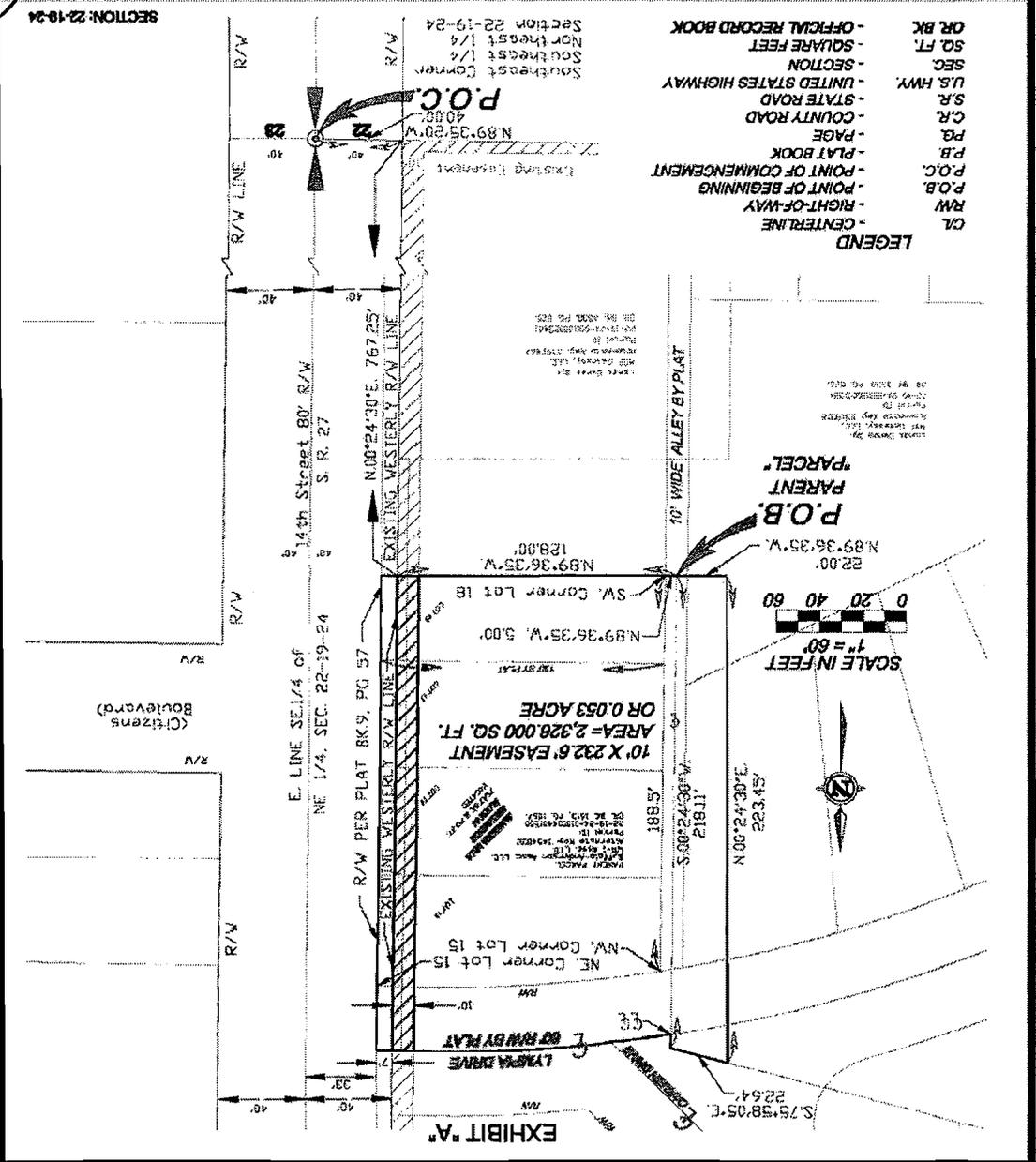
 CITY OF LEESBURG PUBLIC WORKS DEPT. ENGINEERING DIVISION 850 S. 14th ST. - P.O. BOX 480630 LEESBURG, FLORIDA 34749 PHONE: (352) 728-5755 FAX: (352) 728-6758	SKETCH OF DESCRIPTION 10' UTILITY EASEMENT Buffalo-Anderson Associates, LLC to the CITY OF LEESBURG	DATE: 09/02/2009	SHEET
		DRAWN: DDF	NUMBER
		CHECKED: DDF	1
		APPROVED: AP	OF
		SCALE: NTS	2
		FILE NO.: EA08008Y	

2
OF
2
SHEET
NUMBER

DATE: 09/22/2009
DRAWN: DDF
CHECKED: DDF
APPROVED: AP
SCALE: 1" = 60'
FILE NO: EA090087

SKETCH OF DESCRIPTION
10' UTILITY EASEMENT
to the CITY OF LEESBURG
Buffalo-Anderson Associates, TLC

CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
555 S. 14th ST., P.O. BOX 48030
LEEBSBURG, FLORIDA 34746
PHONE (888) 726-8755
FAX (888) 726-8756



UTILITY EASEMENT RIDER

The provisions in this Rider are an integral part of the easement instrument (“Easement”) to which it is attached, and supersede any conflicting provisions in the Easement if such conflict exists. “Grantor” means the grantor of the easement rights and any future owner of the property. “Grantee” means the grantee of the easements rights and any person attempting to exercise such rights.

- 1) This is a non-exclusive easement.
- 2) All construction, installation, operation, maintenance, repair, replacement or removal by Grantee shall be at no cost to Grantor and performed to interfere as little as possible with the use and enjoyment of the property by Grantor or other occupants or persons thereon. To effectuate this intent, Grantee among other things that may be necessary, shall provide and maintain safe vehicular or pedestrian bridges for use by Grantor's customers, agents, employees and invitees, where necessary to continue free access to stores or other areas and parking lots, keep the Grantor's property free of equipment and materials at all times, except when necessary because workmen are actively working in the easement area, and provide all safety measures.
- 3) All overhead power and communication lines in the easement area shall be installed below the ground surface and shall not be visible from the surface unless specifically indicated to the contrary herein or shown on an attached drawing.
- 4) Neither Grantor nor its successors or assigns nor persons occupying or present on the property shall be liable to Grantee for damage, if any, caused by normal use of, or vehicular or pedestrian traffic over the easement area. Normal use shall include the right of ingress and egress on and over the easement area and the right to install, operate and maintain driveway and parking lot improvements such as pavement, bumper curbs, light standards and striping.
- 6) Notwithstanding, Grantor shall have the right to use the land within the easement in any manner which does not interfere with the rights of Grantee; including without limitation, the right to pave the land and use the same as a parking lot or driveway and the right to install, maintain, replace, repair, remove and operate utility lines, such as sanitary sewers, storm sewers and gas lines. , provided, however, no building or structure shall be erected or permitted on the easement without Grantee's consent which consent Grantee agrees not to unreasonably withhold or delay.
- 7) If the easement area or any part or if Grantee's easement rights taken by eminent domain, any award for such a taking or damages paid as a result of the taking shall be the sole and exclusive property of Grantor. Grantee agrees to execute any instrument of assignment as may be required by Grantor for the recovery of damages and agrees to turn over to Owner any damage proceeds that may be recovered, but Grantee may recover for itself all damages for any items of property belonging to Grantee (such as pipes, wires, conduits and equipment of any kind) which are so taken, together with any cost related to relocation of same provided Grantor's award is not reduced thereby.