

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 6th day of September, 2012, by HILL/GRAY SEVEN, L.L.C., whose address is 1350 City View Center, Oviedo, FL 32765, 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.

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: HILL/GRAY SEVEN, L.L.C.

DAVID E. AXEL
(Type or print name of Witness)

BY: R. Gregg Hill
R. GREGG HILL, Manager

Beverly H. Evans
(Type or print name of witness)



STATE OF FLORIDA
COUNTY OF Seminole

BEFORE ME, the undersigned Notary Public, personally appeared R. Gregg Hill, as Manager of Hill/Gray Seven, L.L.C., who acknowledged before me on the 16th day of Sept., 2012, that he executed the foregoing instrument on behalf of the company, and who was either (CHECK ONE) personally known to me, or who produced _____ as identification.

Kiersten Walker
NOTARY PUBLIC SIGNATURE

155633
Commission Number

Kiersten Walker
Type or print name of Notary Public

12/26/15
Commission Expiration Date

SKETCH TO ACCOMPANY DESCRIPTION

THIS SKETCH IS NOT A "BOUNDARY SURVEY"
EXHIBIT "A" / SHEET 2 OF 2

DESCRIPTION - UTILITY EASEMENT:

A 10 FOOT WIDE UTILITY EASEMENT BEING THE EAST, SOUTH AND WEST 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY (AS DEPICTED ON SHEET 1 OF 2):

COMMENCE AT A 1 INCH IRON PIPE (NO IDENTIFICATION) WHICH MONUMENTS THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN S.89°47'39"W., ALONG THE EAST - WEST MIDSECTION LINE OF AFORESAID SECTION 23, A DISTANCE OF 3045.50 FEET; THENCE S.00°10'00"E., A DISTANCE OF 150.95 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441 (ALSO KNOWN AS STATE ROAD NO. 500), THE POINT OF BEGINNING; THENCE S.72°22'19"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 49.53 FEET TO THE POINT OF CURVATURE OF A 7699.11 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY, THRU A CENTRAL ANGLE OF 02°16'45" AN ARC DISTANCE OF 506.28 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN O.R. 1443, PAGE 2420 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY, RUN S.14°24'32"W., ALONG THE EAST LINE OF SAID LANDS AND ALONG IT'S SOUTHERLY EXTENSION, A DISTANCE OF 266.22 FEET TO A POINT ON THE CENTERLINE OF THE OLD SEABOARD AIRLINE RAILROAD; THENCE N.74°18'34"W., ALONG SAID CENTERLINE, A DISTANCE OF 279.09 FEET TO A POINT ON THE EAST LINE OF HAVEN COURT; THENCE N.00°25'31"W., ALONG SAID EAST LINE, A DISTANCE OF 295.90 FEET TO THE POINT OF BEGINNING (THE ABOVE DESCRIBED LANDS BEING ONE AND THE SAME AS THOSE DESCRIBED IN O.R. 4054, PAGE 140 AND O.R. 1443, PAGE 2420 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA).

SKETCH NOTES:

BEARING STRUCTURE - THE BEARINGS SHOWN HEREIN ARE REFERENCED TO THAT DEED RECORDED IN O.R. 4054, PAGE 140. SPECIFICALLY, THE RIGHT OF WAY TANGENT FOR U.S. HIGHWAY NO. 441 - A BEARING OF S.72°22'19"E.

DRAWN BY: RMP

CHK'D BY:

DATE: 8/15/12

JOB #:

EXHIBIT "A"
SHEET 2 OF 2

PREPARED FOR AND CERTIFIED TO:

UTILITY EASEMENT
SKETCH & DESCRIPTION FOR:
CITY OF LEESBURG



197 BOGANVILLE DRIVE
ROCKLEDGE, FLORIDA 32955
TEL: (321) 632-8335

ADDENDUM TO UTILITY EASEMENT

**FROM HILL/GRAY SEVEN, L.L.C. ("GRANTOR")
TO THE CITY OF LEESBURG, FLORIDA ("GRANTEE")**

NOTWITHSTANDING anything to the contrary set forth in the within and foregoing Utility Easement dated ~~September~~ 6, 2012 (the "Utility Easement"), which established an easement area as shown on Exhibit "A" attached to and incorporated into the Utility Easement (the "Easement Area") located on certain real property owned by the Grantor as defined in the Utility Easement (the "Property"), by its acceptance hereof Grantee agrees as follows:

1. Grantee agrees to indemnify Grantor and hold it harmless, up to but not in excess of the limited waiver of sovereign immunity contained in §768.28, Fla. Stat. (2012) from any and all claims for personal injuries, death, or property damage, and any other losses, damages, demands, charges, or expenses whatsoever, including, but not limited to, attorneys' fees, which arise out of, in connection with, or by reason of Grantee's exercise of its rights under this Utility Easement, except such loss or damage as may result from the willful or negligent acts of Grantor or its agents, contractors or employees.

2. Grantor retains the right to utilize the Easement Area for the installation of landscaping/irrigation, utilities, pavement/curbing and fencing (the "Permitted Improvements"). If any of the Permitted Improvements must be removed or disturbed in order for Grantee to make use of the Easement Area for its intended purposes, Grantee shall thereafter restore the Permitted Improvements to as near as practicable their pre-existing condition.

3. All facilities of Grantee installed pursuant to this Utility Easement shall be installed underground to the extent reasonably practicable.

4. To the extent reasonably practicable to enable Grantee to exercise its rights under this Utility Easement, Grantee's rights of vehicular ingress and egress to and from the Easement Area shall be limited to the drives, roads, and parking areas constructed upon the Grantor's land of which the easement forms a part, and the Grantee's other rights of ingress and egress to and from the Easement Area shall further be limited to those portions of the Grantor's land that do not contain vertical improvements.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Addendum contemporaneously with the Utility Easement to which it is attached and of which it forms a part.

Signed, sealed and delivered in the presence of the following witnesses:

[Signature]
Signature of Witness
DAVID E. AXEL
Printed Name of Witness

[Signature]
Signature of Witness
Beverly H. EVANS
Printed Name of Witness

GRANTOR:

HILL/GRAY SEVEN, L.L.C.,
a Florida limited liability company

By: [Signature]
R. Gregg Hill, Manager

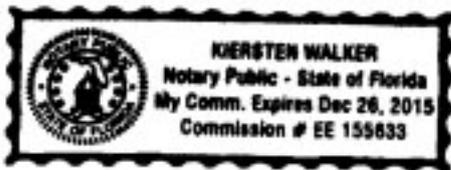
Address: 1350 City View Center
Oviedo, Florida 32765

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 16 day of Sept., 2012, by R. Gregg Hill, as Manager of HILL/GRAY SEVEN, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public Signature
Kiersten Walker
(Name typed, printed or stamped)



THE CITY OF LEESBURG, FLORIDA

BY: _____
SANNA HENDERSON, 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 Sanna Henderson, as Mayor, and Betty Richardson as City Clerk, respectively, of the City of Leesburg, Florida, who acknowledged before me on the _____ day of _____, 2012, 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