

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 3rd day of April, 2014 by LILLIE A. DEASON AND NELSON F. DEASON, HER HUSBAND, whose address is 260 North Willow Street, Apartment 407, Trenton, NJ 08618, 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:

SEE 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, stormwater drainage, 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:

Sherie B. Campbell
SHEREE B. CAMPBELL
(Type or print name of Witness)

Lillie A. Deason
LILLIE A. DEASON

(Type or print name of witness)

DECEASED
NELSON F. DEASON

STATE OF ~~FLORIDA~~ *New Jersey*
COUNTY OF *Mercer*

BEFORE ME, the undersigned Notary Public, personally appeared Lillie A. Deason and Nelson F. Deason, her husband, who acknowledged before me that they executed this instrument on the 3rd day of April, 2014 and who were either personally known to me, or who produced _____ as identification.

Deborah L. Vereen
NOTARY PUBLIC

DEBORAH L. VEREEN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/25/2019

Commission Number

Type or print name of Notary

Commission expiration date

AGREEMENT FOR SALE AND PURCHASE

The undersigned, Lillian A. Deason, owner, hereinafter referred to as the "Seller", and the City of Leesburg, a political subdivision of the State of Florida, hereinafter referred to as the "Buyer", hereby agree to the sale and purchase of the following described permanent property easement situated in the City of Leesburg, Florida:

Legal Description (See Exhibit "A")

Under the Following terms and conditions:

1. The purchase price of the real property easement shall be two hundred and fifty Dollars (\$ 250.00) payable at closing.
2. The buyer may, at his expense, have the property easement surveyed prior to closing. Any encroachment revealed by the survey shall be treated as a title defect.
3. This transaction shall close on or before June 20, 2014 by the Project Administrator. Conveyance shall be fee simple, the buyer shall be responsible for all closing costs, including recording fees and documentary stamps, if required. The place and time of closing shall be set by the buyer.
4. Prior to closing, the seller shall pay all taxes prorated to the date of the closing as required by Florida Statute 196.295.
5. The Seller represents that there are no parties in occupancy other than the seller and agrees to deliver occupancy of the property easement at the time of closing.
6. Neither party has involved a real estate broker and no commissions are being paid as part of this real estate transaction.
7. This agreement shall bind and ensure to the benefit of the parties and their successors in interest. No prior or present agreements or representations shall be binding unless included in this contract nor shall such be valid or binding upon the parties unless in writing and executed by the party immediately to be bound by it.
8. This contract is contingent upon final approval by the State of Florida Department of Economic Opportunity and the City of Leesburg City Commissioners after all paperwork is complete and prior to closing.

AGREEMENT FOR SALE AND PURCHASE

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SELLER

John T. Campbell
WITNESS

Lillian A. Deason
Owner

Social Security No: [REDACTED]

Date Signed: 4-3-2014

SELLER

WITNESS

Owner

Social Security No: _____

Date Signed: _____

**STATE OF FLORIDA
COUNTY OF LAKE**

SWORN AND SUBSCRIBED before me this 3rd day of April 2014 by
Lillian A. Deason who:

- is/are personally known to me
- produced a current Florida's driver's license as identification
- produced _____ as identification

and are the person(s) described in and who executed the foregoing instrument, and severally acknowledge the execution thereof to be her free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

Deborah L. Vereen
Notary Public

**DEBORAH L. VEREEN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/25/2019**

Printed, Typed or Stamped Name of Notary Public

Commission No. _____

My Commission Expires: _____

AGREEMENT FOR SALE AND PURCHASE

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PURCHASER

Witness as to Local Government

John Christian, Mayor

Witness as to Local Government

Attest: _____
(Clerk or Deputy Clerk)

Date Signed by Local Government

Approved as to Form and Legality
For Local Government

By: _____

Date: _____

**STATE OF FLORIDA
COUNTY OF LAKE**

SWORN AND SUBSCRIBED before me this ____ day of _____ 2014 by
_____ who:

- () is/are personally known to me
- () produced a current Florida's driver's license as identification
- () produced _____ as identification

and are the person(s) described in and who executed the foregoing instrument, and severally acknowledge the execution thereof to be _____ free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

Notary Public

Printed, Typed or Stamped Name of Notary Public

Commission No. _____

My Commission Expires: _____