

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

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DATE: 07/20/2007 02:35:19 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50
DEED DOC 0.70

UTILITY EASEMENT

(RESERVED FOR RECORDING)

THIS EASEMENT given the 11th day of July, 2007, by **VALLEY PLAZA, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, whose address is 4207 Bair Avenue, Fruitland Park, FL 34731, 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:

An easement ten (10) feet in width by perpendicular measurement along the most Easterly ten feet and the most Northerly ten feet of Lot 9, Block D, VALLEY OF THE SPRINGS, a subdivision in the City of Fruitland Park, Florida, according to the plat thereof recorded in Plat Book 25, Pages 5 through 7, Public Records of Lake County, Florida.

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, fiber optic cable, cable television, and telecommunications. Grantor retains the right to use the area within the easement but shall make no use thereof which would conflict with the uses to which Grantee now or hereafter lawfully puts the easement under the terms of this instrument. 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 activities of Grantee which caused the damage. Grantee is also given an easement 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)

[Signature]
By Roxins

(Type or print name of witness)

[Signature]
[Signature]

(type or print name of witness)

GRANTOR: Valley Plaza, LLC

BY: [Signature]
GREGORY O. THOMAS, Manager/Member

BY: [Signature]
KIM M. THOMAS, Manager/Member

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Gregory O. Thomas and Kim M. Thomas, as Managers and Members of Valley Plaza, LLC, a Florida limited liability company, who acknowledged before me that they executed this instrument on behalf of that entity on the 12 day of JULY, 2007, and who were either / personally known to me, or who _____ produced _____ as identification.

[Signature]
NOTARY PUBLIC

V.L. LEONARD
Type or print name of Notary

DD 360130
Commission Number

October 04, 2008
Commission expiration date

