

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** is given on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, Florida 34749 – 0630, as Grantor, to **THE PLANTATION RESIDENTS GOLF CLUB, INC., a Florida corporation**, whose address is 4720 Plantation Boulevard, Leesburg, Florida 34748, as Grantee,

### WITNESSETH:

**THAT** for and in consideration of the sum of \$10.00 and other good and valuable considerations, to it in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, an easement, for the purposes and subject to the limitations set forth below, over and across the following real property owned by Grantor and located in Lake County, Florida:

Commencing at the Northeast corner of the Northwest quarter of the Northeast quarter of section 23, township 20 south, range 24 east, Lake County, Florida; thence running South 89°56'03" West, 505.42 feet to the east line of a subdivision recorded as "The Plantation at Leesburg Glen Eagle Village" in plat book 35 pages 11 thru 14, of the public records of lake county, Florida; thence south along said east line South 00°12'12" East, approximately 400 feet, to a line that is perpendicular to said east line of subdivision and lying 10 Feet North of the Northerly bank of a Water Retention and Collection Pond, hereafter know as "WRCP" and the Point of Beginning of this description; thence run North 89°47'48" East along said perpendicular line approximately 100 feet, to a line that is 10 feet east of the easterly bank of said "WRCP" and is parallel with the easterly line of the aforesaid subdivision line; thence run South 00°12'12" East along said parallel line, approximately 240 feet, to a point that is 10 feet east of the easterly bank and 10 feet south of the southerly bank of said "WRCP", said point being the beginning of a series of curves meandering Southwesterly, 10 feet south of the southerly bank of the "WRCP" when measured at right angles; thence meandering Southwesterly along said curves lying 10 feet South of said "WRCP" southerly bank, approximately 132 feet, to said meandering curves intersection with the fore mentioned Easterly line of "The Plantation at Leesburg Glen Eagle Village"; thence run along and with said Easterly line, North 00°12'12" West, approximately 370 feet to the Point of Beginning.

The intent of this description is to encompass an existing Water Retention and Collection pond and to give a working area lying ten feet from the top of the bank of said pond as it existed on the original recording date of this document. Any description written from a controlled survey location of said pond shall supersede this description when accept by the granting party.

**TO HAVE AND TO HOLD** unto Grantee, its successors and assigns, subject to the following conditions and limitations:

1. The easement area consists of a retention pond which receives reclaimed water from a wastewater treatment plant owned and operated by Grantor, out of which Grantee currently pumps water to irrigate its golf course. Grantor plans to discontinue use of the wastewater treatment plant and to supply Grantee with treated wastewater for irrigation from another of its wastewater treatment plants, charging Grantee the applicable rate for treated wastewater under Grantor's ordinances as now in effect or hereafter amended. Grantee shall utilize this easement for the sole purpose of on site storage of treated wastewater supplied to it by Grantor and for no other purpose whatsoever.

2. Grantee shall maintain the easement and the pond at Grantee's expense so that the pond is kept in good condition and suitable for its intended purpose of storing treated wastewater, but shall not construct any new improvements within the easement, or alter the existing pond in any way, without the prior, written consent of the Grantor.

3. This easement is appurtenant to Grantee's golf course as currently configured only, and shall not be utilized in connection with any other property nor shall Grantee allow any other person or entity to use the easement. This easement shall run with title to the real property comprising Grantee's golf course as now configured, provided any successor of Grantee shall be bound by all conditions and limitations herein imposed.

4. Grantee shall indemnify Grantor, and hold Grantor harmless, against any loss or damage, claim or cause of action arising out of or related in any way to Grantee's use of the easement, including but not limited to claims for death or injury to persons, damage to property, or claims for contractual or other damages, as well as against any court costs and attorneys' fees incurred by Grantor in connection with any such claim or cause of action, including as well any claims or causes of action attributable to the negligence of Grantor or its agents, servants, employees or independent contractors. In addition Grantee shall indemnify Grantor and hold it harmless against any enforcement proceedings arising from Grantee's acts or omissions, and costs and attorneys' fees associated therewith, including but not limited to local government code enforcement proceedings, state or federal enforcement proceedings related to permitting, environmental issues or any other violations by Grantee whatsoever.

5. Grantee shall not incur or suffer the imposition of any lien against the easement or the property underlying the easement, and if any lien is asserted due to the acts or omissions of Grantee, the Grantee shall cause the lien to be transferred to a bond within no more than 15 days of the date the lien is filed against the property or the easement, so that the lien no longer constitutes an encumbrance against the real property. If Grantee fails to transfer the lien to a bond within the time specified, Grantor may either effectuate the transfer itself or pay the lien in full, cancel and terminate this easement, and recover from Grantee all amounts expended by Grantor to transfer or satisfy the lien, including reasonable attorneys' fees and prejudgment interest.

6. This easement shall terminate immediately if Grantee ceases to be a customer of Grantor for the purpose of purchasing treated wastewater for irrigation purposes. Also, if Grantee commits any default under any term, condition or covenant of this easement, and fails to remedy that default within no more than 30 days from the date written notice of default is given to Grantee by Grantor, this easement shall terminate and be of no further force or effect.

7. This Easement 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 Easement and to have been extinguished except to the extent specifically set forth herein, excepting only the ordinances of Grantor which are subject to amendment in the manner provided by law. This

Easement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Easement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. Grantee represents for the benefit of Grantor that Grantee has not accepted this Easement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of Grantor, oral or written, which is not specifically set forth within this Easement.

**IN WITNESS WHEREOF**, Grantor has caused its duly authorized representatives to set their hands and seals to this easement.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
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

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