

EASEMENT

THIS INDENTURE, made this _____ day of _____, 20____, by and between _____, hereinafter referred to as "Grantor" and CITY OF ALTAMONTE SPRINGS, FLORIDA, a municipal corporation, organized and existing under the laws of the State of Florida, and whose address is 225 Newburyport Avenue, Altamonte Springs, Florida, hereinafter referred to as "Grantee."

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00) together with other good and valuable consideration paid by Grantee to the Grantor, the receipt of which is hereby acknowledged, Grantor, by these presents does hereby give and assign, a permanent, perpetual easement for the installation and maintenance of City utilities to include without limitation sewer, water, reclaimed water, and drainage, cable, telecommunications, fiber optic, electricity, or gas whether provided directly by the City or under specific grant of authority from the City, all rights to include, but not limited to, the perpetual right to enter upon said easement at any time that it may see fit, and construct, lay, reconstruct, operate, maintain, and repair all lines, mains, pipes, fixtures, accessories and all appurtenances thereto for the purpose of operating City utilities, under and upon the following property, situate lying and being in Seminole County, Florida, to-wit:

Section _____, Township _____, Range _____

(Refer also to Sketch of Description as Exhibit "A".)

Grantee shall have the right to excavate, patrol, inspect, alter, improve, repair, maintain or remove such lines, mains, equipment, and accessories, including the rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purpose of installation and maintenance of City utilities; and the further right to trim, cut, remove trees, bushes, undergrowth, and other obstructions of pipes, lines, mains, conduits, laterals and accessories, and appurtenances thereto. Grantor further grants the reasonable right to enter upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted.

Easement - cont.

The Grantee shall restore the easement site to its original condition after installation, repair or maintenance of any City utilities.

The Grantee, its successors and assigns, is to hold and to have the easement forever.

The Grantor hereby covenants and agrees that no buildings, structures or obstacles (except fences and landscaping) shall be located, constructed, excavated or created within the Easement Area which would in the opinion of the Grantee interfere with the safe and efficient operation of the facilities. If fences are installed, they shall be placed so as to allow ready access to Grantee's facilities.

This Agreement shall be binding upon the successors and assigns, personal representatives, executors, and administrators of the parties hereto.

IN WITNESS WHEREOF, the said Grantor hereunto sets its hand and seal the day and year first above written.

Signed, sealed and delivered GRANTOR:
in the presence of:

(Witness Signature)

(Print or Type Name)

(Witness Signature)

(Print or Type Name)

Easement - cont.

AS TO GRANTOR:

STATE OF _____

COUNTY OF _____

The foregoing Easement was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and he acknowledged before me that he had the authority to and did execute same.

NOTARY PUBLIC:

(Signature)

(Print or Type Name)

State of _____ at Large
Commission No. _____
My Commission Expires: _____

(SEAL)

AS TO GRANTOR(S):

(Print or Type Address)

This instrument prepared by: