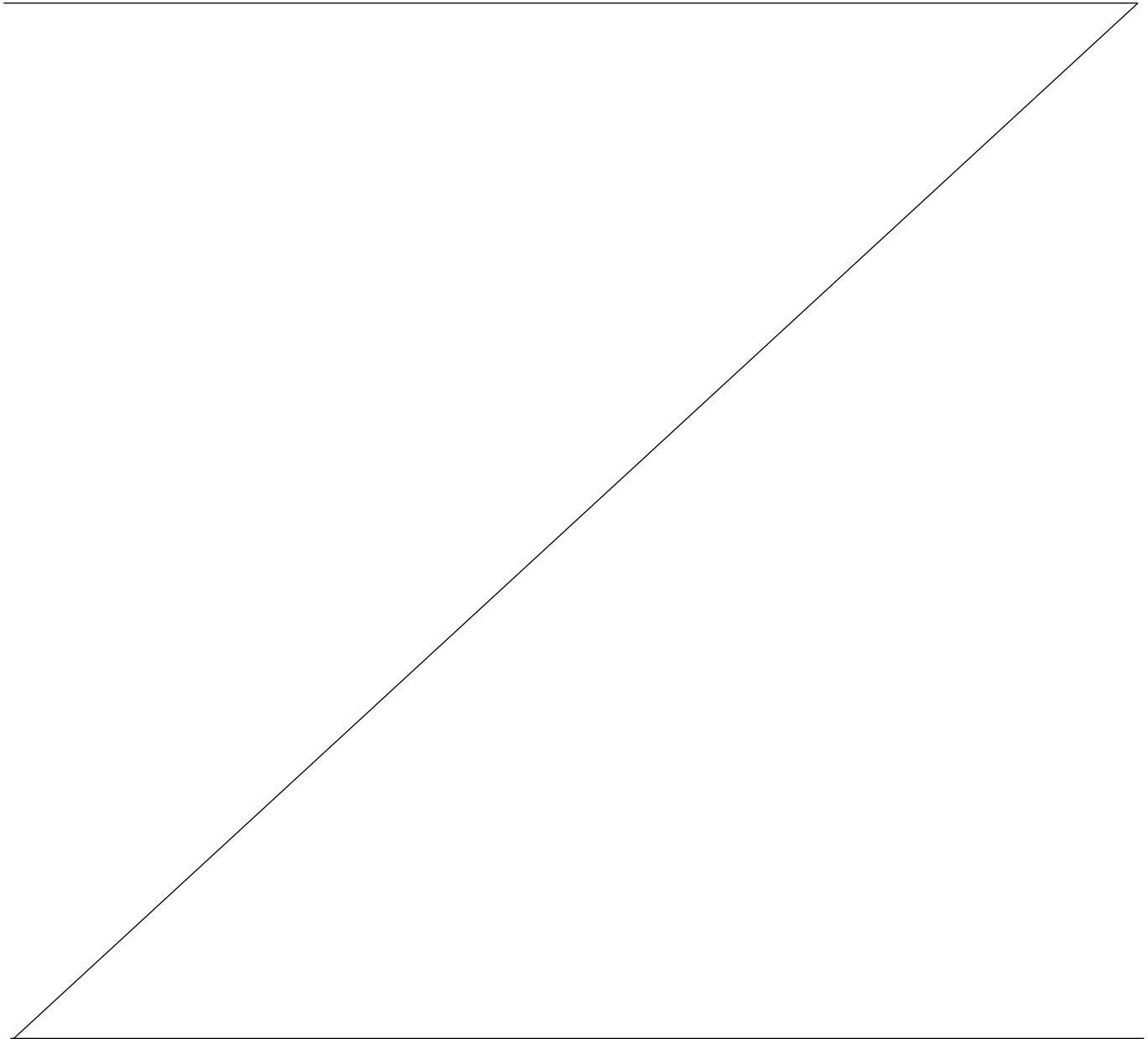


3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at any time, present or future, by GRANTOR, or its heirs, successors or assigns.
4. Title to all utilities constructed and/or placed hereunder by the COUNTY or its agents will remain in the COUNTY, or its successors, appointees, and/or assigns.
5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property in attached Exhibit "A", have good and lawful right and power to sell and convey it, and that the property is free of liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by the COUNTY against all claims and demands of all other entities.
6. GRANTOR, its heirs, successors or assigns, agree to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTORS in violation of paragraph 3 within the above easement, which result from the required activities of the COUNTY for the construction, maintenance or repairs to the utilities located within the above-described easement.
7. The COUNTY will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the COUNTY while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.
8. Where necessary, the COUNTY will have reasonable right of access across GRANTOR'S property for the purposes of reaching the described easement in attached Exhibit "A" on either paved or unpaved surfaces. Any damage to GRANTOR'S property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by the COUNTY, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the COUNTY assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.
10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



Approved and accepted for and on behalf of Lee County, Florida, this _____ day of
_____ 20_____.

ATTEST:

KEVIN KARNES,
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
COUNTY MANAGER/DESIGNEE

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF THE COUNTY ATTORNEY

Attachment: Exhibit "A" – Legal Description/Sketch of Public Utility Easement