

This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street - 3rd Floor
Fort Myers, Florida 33901

Strap Number(s):

Project Name:

THIS SPACE RESERVED FOR RECORDING

LCU 500283

**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT
TO LEE COUNTY**

THIS INDENTURE is made and entered into this ____ day of _____, 20____,
by and between _____, Owner, whose
address is _____
hereinafter referred to as GRANTORS, and LEE COUNTY, a political sub-division of the State of
Florida, whose address is P.O. Box 398, Fort Myers, FL 33902, hereinafter referred to as the COUNTY.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTORS hereby grants, bargains, sells and transfers to the COUNTY, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. Lee County, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described in attached Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

**DCAP - UTL
[AC-10-5, 12-03-13, A-13-A]**

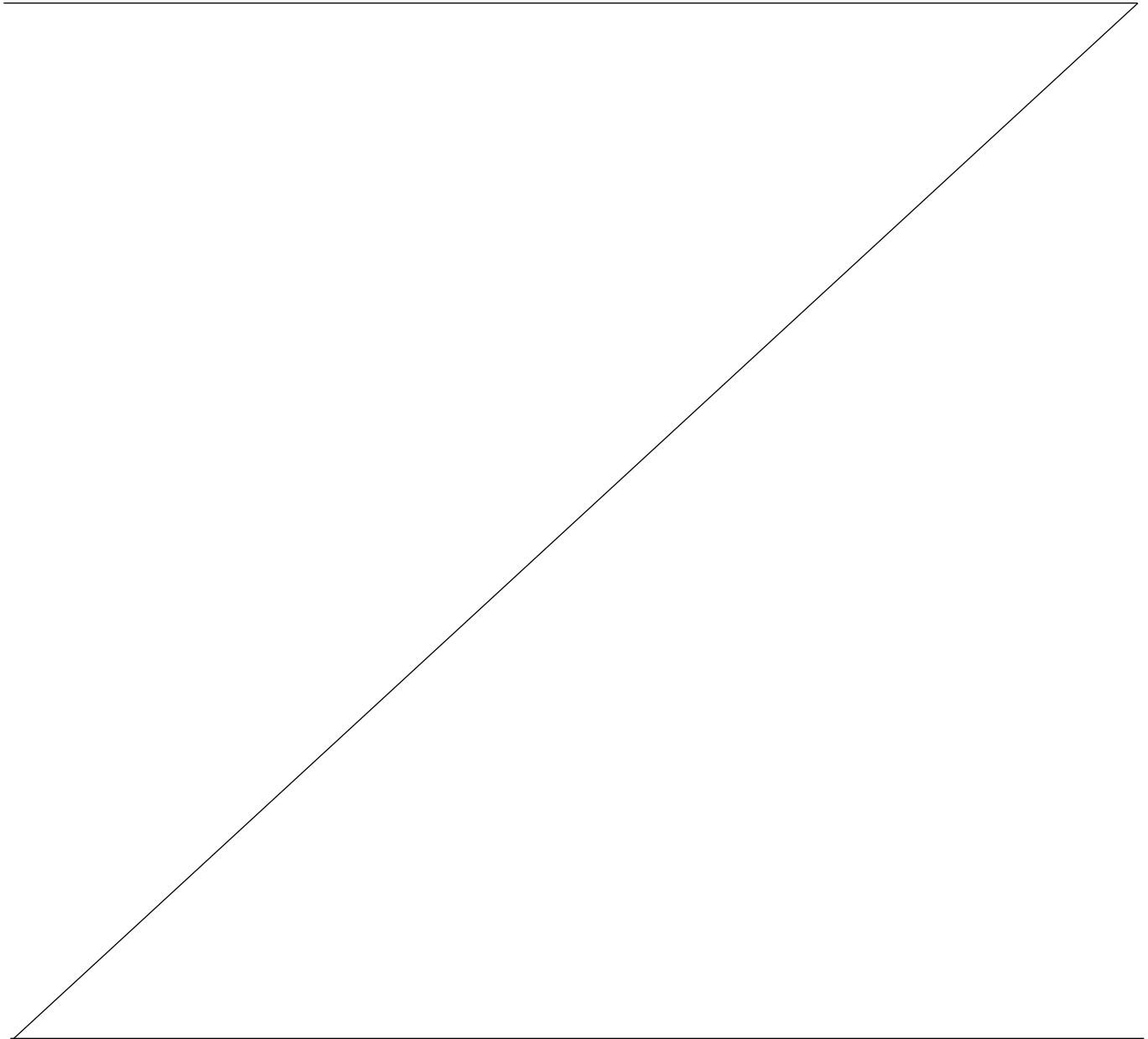
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3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public 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 GRANTORS, 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. GRANTORS, 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 GRANTORS' property for the purposes of reaching the described easement in attached Exhibit "A" on either paved or unpaved surfaces. Any damage to GRANTORS' 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)



[1st Witness' Signature]	BY:	[Signature Grantor's/Owner's]
[Type or Print Name]		[Type or Print Signatory's Name]
[2nd Witness' Signature]		[Signatory's Title]
[Type or Print Name]		[Type or Print Company Name] [If Applicable]

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

[Signature of Notary]

[Stamp or Seal]

[Typed or Printed Name]

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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