

UTILITY EASEMENT (Corporation to County)

THIS UTILITY EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (type or print name), a corporation existing under the laws of the State of \_\_\_\_\_, and having its principal place of business at \_\_\_\_\_ (type or print), hereinafter referred to as the GRANTOR, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTEE.

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, an exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, electric poles, telephone poles, wires, guy wires and appurtenances, water pipes, sewer pipes, gas pipes and mains and any other utility facilities and appurtenances over, under, upon and through the following described lands situate in the County of Seminole, State of Florida, to-wit:

Property Appraiser's Parcel Identification Number \_\_\_\_\_.

This Instrument Prepared by:

Address:

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

THE GRANTEE and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the utilities or any facilities installed thereon by the GRANTEE and its assigns, and the GRANTOR, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said right-of-way that may interfere with the location, excavation, operation or maintenance of the utilities, or any facilities installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or an authorized utility company, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the easement.

GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the GRANTEE. The GRANTOR represents that any and all facilities or systems located in, upon, or within the conveyed property are free from all latent and patent design, construction and other defects. The GRANTOR hereby represents to the GRANTEE that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the GRANTEE any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR recognizes that the GRANTEE is relying upon the GRANTOR's representations as herein expressed. The GRANTOR further accepts responsibility over and agrees to indemnify and hold the GRANTEE harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating to arising from this conveyance.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

ATTEST:

\_\_\_\_\_  
(Type Corporation Name)

\_\_\_\_\_  
(Signature) , Secretary

\_\_\_\_\_  
(Signature) , President

\_\_\_\_\_  
(Legibly Print/Type/or Stamp Name) (Legibly Print/Type/or Stamp Name)

Affix Corporate Seal

WITNESSES: Signed, sealed and delivered  
in our presence:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Legibly Print/Type/Stamp Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Legibly Print/Type/Stamp Name)

STATE OF )  
 )  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of officer or agent) as \_\_\_\_\_ (title of officer or agent) and \_\_\_\_\_ (name of officer or agent) as (title of officer or agent) of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. They are personally known to me or who have produced \_\_\_\_\_ (type of identification) as identification and who did (did not) take an oath.

NOTARY SEAL

\_\_\_\_\_  
(Signature) Notary Public, in and for  
the County and State aforementioned

Env Srv ue  
8/22/05