

EXHIBIT E

BILL OF SALE

This Bill of Sale is entered into by _____, a [corporation/limited liability company] under the laws of the state of _____ (“Seller”), in favor of SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida (“Buyer”). This Bill of Sale is made pursuant to the Conditional Utility Agreement between the parties dated _____, 20____ (the “Agreement”) to transfer the Property described below. Any capitalized term used but not defined in this Bill of Sale has the meaning set forth in the Agreement.

1. Conveyance. For and in consideration of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which Seller hereby acknowledges, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Buyer, all of Seller’s right, title, and interest in and to the following:

ALL OF THE ON-SITE AND/OR OFF-SITE WATER AND SEWER LINES, UP TO THE POINT OF CONNECTION INCLUDING VALVES, FIRE HYDRANTS AND OTHER APPURTENANCES FOR THE PROJECT KNOWN AS _____ AS RECORDED IN PLAT BOOK _____, PAGES _____, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA (the “Property”)

2. Representations and Warranties. Seller represents and warrants that: (1) Seller is lawfully seized of the Property; (2) Seller has the right and authority to sell and convey the property; (3) Seller is conveying good and valid title to all Property, free and clear of all encumbrances, debts, mortgages, attachments, pledges, charges, claims, and liens of any kind; and (4) Seller shall warrant and defend the right to convey the Property against the lawful claims and demands of all persons.

3. The Property may include roads, lines (water, sewer, or other), drainage facilities or systems, or other facilities or systems that will become the responsibility of Buyer. Seller represents that any and all facilities or systems located in, upon, or within the Property are free from all latent and patent design, construction, and other defects. Seller hereby represents to Buyer that Seller has no knowledge of any latent or patent defects with any facilities or systems on the Property. Seller hereby assigns, transfers, and conveys to Buyer any and all rights and remedies against any and all firms or entities that 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 instrument, Seller affirmatively represents that Seller has the full contractual right, consent, and lawful authority to take the actions as described in this instrument. Seller recognizes that Buyer is relying upon Seller’s representations as expressed in this instrument. Seller further accepts responsibility over and shall indemnify and hold Buyer harmless from and against any and all damages, liabilities, costs, and matters relating to latent and patent defects in any way relating to or arising from this conveyance.

4. Further Assurances. Seller, for Seller and Seller's successors and assigns, hereby covenants and agrees that, at any time and from time to time on Buyer's written request, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer and Buyer's successors and assigns title to the Property, conveyed, and transferred by this Bill of Sale.

5. Governing Law. This Bill of Sale is governed by the laws of the State of Florida, United States of America.

6. Incorporation of Agreement. This Bill of Sale incorporates by reference all of the terms of the Agreement, including but not limited to Seller's representations, warranties, covenants, and agreements relating to the Property, as if each term was fully set forth in this Bill of Sale. In the event of conflict between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement govern and control.

IN WITNESS WHEREOF, Seller duly executed and delivered this Bill of Sale as of the date set forth under the Signatory below.

WITNESSES:

TYPE IN CORP. NAME

Signature

By: _____

Print Name

Print Name

Signature

Its: _____

Print Name

Date

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared by means of physical presence or online notarization, _____, as _____ of _____, a corporation organized under the

laws of the State of Florida, who is personally known to me or who has produced _____ as identification. This individual acknowledged before me that he or she executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

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