

EXHIBIT F

UTILITY EASEMENT

THIS UTILITY EASEMENT is made and entered into this ____ day of _____, 20____, by and between _____, whose address is _____, in this instrument referred to as "GRANTOR," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this instrument referred to as "GRANTEE."

WITNESSETH:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR hereby grants and conveys to GRANTEE and GRANTEE's assigns, an exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct and maintain, as GRANTEE and GRANTEE's assigns may deem necessary, water pipes, sewer pipes, 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:

See attached Exhibit "A" for legal description and sketch (the "Easement Property")

Property Identification No.: _____

TO HAVE AND TO HOLD the Easement Property unto GRANTEE and GRANTEE's assigns forever.

GRANTEE and GRANTEE's assigns have the right to clear, keep clear and remove from the Easement Property all trees, undergrowth, and other obstructions that may interfere with the location, excavation, operation or maintenance of the utilities or any facilities installed on or under the Easement Property by GRANTEE and GRANTEE's assigns. GRANTOR and GRANTOR's successors and assigns, shall not build, construct or create, or permit others to build, construct or create any buildings or other structures on or under the Easement Property that may interfere with the location, excavation, operation or maintenance of the utilities, or any facilities installed on or under the Easement Property.

GRANTEE, in performing any work in the Easement Property as described in this Utility Easement, shall use every reasonable precaution to limit the disturbance of the existing ground or improvements within the Easement Property. Following any such work, GRANTEE shall restore the natural ground and improvements within the Easement Property as close as possible to the condition prior to such work.

GRANTOR hereby covenants with GRANTEE that GRANTOR is lawfully seized and possessed of the Easement Property, that GRANTOR has a good and lawful right to convey the Easement Property, and that it is free from all encumbrances.

The Easement Property may include roads, lines (water, sewer, or other), drainage facilities or systems, or other facilities or systems that will become the responsibility of GRANTEE. GRANTOR represents that any and all facilities or systems located in, upon, or within the Easement Property are free from all latent and patent design, construction, and other defects. GRANTOR hereby represents to GRANTEE that GRANTOR has no knowledge of any latent or patent defects with any facilities or systems on the Easement Property. GRANTOR hereby assigns, transfers, and conveys to GRANTEE 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, GRANTOR affirmatively represents that GRANTOR has the full contractual right, consent, and lawful authority to take the actions as described in this instrument. GRANTOR recognizes that GRANTEE is relying upon GRANTOR's representations as expressed in this instrument. GRANTOR further accepts responsibility over and shall indemnify and hold GRANTEE 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.

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

ATTEST:

Witness

TYPE IN NAME

Print Name

Date

Witness

Print Name

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Print Name _____

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

Attachment:

Exhibit A – Legal Description

DGS/___

Date

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