

Prepared by and Return to:

Bonita Springs Utilities, Inc.
Carol Bonham
11900 E. Terry St.
Bonita Springs, FL 34135

Property Appraiser’s Strap Number:

UTILITY FACILITIES BILL OF SALE AND WARRANTY

THIS BILL OF SALE, made this _____ day of _____, 202____, between _____
_____ whose address is _____
_____ GRANTOR, and BONITA SPRINGS UTILITIES, INC., a Florida Not-For-
Profit Corporation, whose mailing address is 11900 East Terry Street, Bonita Springs, FL 34135,
GRANTEE.

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged hereby delivers, grants, bargains, sells and transfers to the said Grantee and Grantee’s heirs and assigns forever, all water and/or sewer utility facilities, including all water and sewer lines, mains, meters, valves, manholes and appurtenances (“Utility Facilities”), for the operation, installation and maintenance of said Utility Facilities, situate, lying and being within the following described land:

See Exhibit “A” attached hereto and made a part hereof;

The Grantor does hereby covenant to the Grantee that Grantor is the lawful owner of the Utility Facilities; that they are free from all encumbrances; that Grantor has lawful authority to sell such Utility Facilities; and that Grantor does fully warrant the title to said Utility Facilities, and will defend the same against lawful claims of all persons whomsoever. For the purposes of this conveyance, the Utility Facilities conveyed herein shall not be deemed to convey any of the lands described herein.

Grantor does hereby warrant and/or guarantee to Grantee that the Utility Facilities are comprised of the components as listed on attached Exhibit “B” (“Cost-Material Breakdown”), that the Utility Facilities conform with the plans and specifications approved by BSU, and that the Utility Facilities are free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance by Grantee; and that Grantor agrees that it will, at its own expense, repair and replace all materials or installations which violate the covenants herein contained. Grantor hereby conveys

to Grantee all contractual guarantees and warranties relating to said Utility Facilities.

In Witness Whereof, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

(Witness Signature)

Printed name

(Witness Signature)

Printed Name

STATE OF _____
COUNTY OF _____

For acknowledgement in an individual capacity:

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

For acknowledgement in a representative capacity:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on _____, by _____ as _____ of _____, a _____ entity, on its behalf. He/she is personally known to me or has produced _____ as identification.

(Affix Seal)

Grantor
Printed Name: _____
Title: _____
Address: _____

Notary Public

Printed Name:

My Commission Expires: