

Prepared by and return to:
Bonita Springs Utilities, Inc.
Carol Bonham
11900 East Terry St.
Bonita Springs, FL 34135
239-992-0711

Property Appraiser's Strap No. :

GRANT OF UTILITY EASEMENT

It is hereby agreed that _____, whose mailing address is _____ (hereinafter "Grantor"), in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, transfer, convey and deliver unto BONITA SPRINGS UTILITIES, INC., a Florida not-for-profit corporation, whose mailing address is 11900 East Terry Street, Bonita Springs, FL 34135 (hereinafter "Grantee"), its successors and assigns, a perpetual, non-exclusive easement upon, over, across and beneath the following described property of the Grantor, situated in Lee County, Florida (the "Premises"):

See Exhibit "A" attached hereto and made a part hereof;

for the purpose of ownership, construction, operation, maintenance, improvement and replacement of water, sewer, and reclaimed water facilities and all appurtenances thereto (collectively, the "Facilities"). This grant includes the necessary rights of ingress and egress to the Premises. All such rights granted herein shall be exercised in a reasonable manner in accordance with standard practice in the industry. This grant shall include all rights and privileges necessary or convenient for the full use and enjoyment of the Premises for the purposes stated herein, including the right to permit any other person, firm or corporation hereunder to install infrastructure within the Premises. Grantee shall have the right to inspect, alter, remove and relocate the Facilities within the Premises.

The Grantor reserves the right to use the Premises for purposes except as could interfere with the Grantee's use, occupation or enjoyment thereof. Grantor shall not use the Premises, or make improvements to the Premises, that could interfere with Grantee's right to use the Premises. Improvements deemed to interfere with Grantee's right to use the Premises shall include, without limitation: landscaping, buildings, walls, fences, enclosures, pools, fountains, footers, underground tanks and structures, trenches, pits, columns, piers, anchor bolts, pilings, crossarms, foundations, overhangs, slabs, and basins.

Any damage to Grantor's improvements within the Premises that result from Grantee's use hereunder shall be restored at Grantee's expense to the condition existing immediately prior to such use; provided that Grantee's obligation to restore shall not extend to any Grantor improvements deemed to interfere with Grantee's right to use the Premises as described herein.

Grantor hereby releases and holds Grantee harmless from any and all costs of repairs, restoration or replacement of any improvements of Grantor located within the Premises that are disturbed by Grantee due to their interference with Grantee's exercise of its rights hereunder. Grantor, at its expense, shall be solely responsible for any and all costs of repair, restoration or replacement to Grantee's utility Facilities resulting from any improvements within the Premises made by Grantor or at Grantor's direction.

Grantee shall not unreasonably interfere at any time with the rights of Grantor, its successors and assigns, or Grantor's invitees requiring access to the Premises.

This Grant of Utility Easement shall run with the Premises, and shall be binding upon the successors and assigns of Grantor, and all purchasers of the Premises, and persons or entities acquiring right, title or interest in the Premises.

Executed this ____ day of _____, 20 ____.

Signed, sealed and delivered in the presence of:

WITNESSES:

GRANTOR:

Signature of Witness #1

By: _____

Print Name: _____

Print/Type Name of Witness #1

Its: _____

Signature of Witness #2`

Print/Type Name of Witness #2

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)

Notary Public: _____

Printed Name: _____

My Commission Expires: _____