

Prepared by and Return to:
Bonita Springs Utilities, Inc.
Carol Bonham
11900 E. Terry St.
Bonita Springs, FL 34135

OWNER'S AFFIDAVIT

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____
("Affiant"), on behalf of _____ (the "Owner"), ("Owner"
refers to singular or plural as context requires) who, first being duly sworn, deposes and says:

1. Owner is the owner of the following described real property (the "Property"):

See Exhibit "A" attached hereto and made a part hereof.
2. This affidavit is given as an inducement to BONITA SPRINGS UTILITIES, INC., a Florida Not-For-Profit Corporation, its successors and assigns, (hereinafter referred to as "BSU") to accept the dedication or conveyance of water and/or sewer utility facilities located within or upon the Property.
3. Owner is the owner of the water and/or sewer utility facilities being conveyed to BSU.
4. Owner is current and active within the State of _____ and is currently authorized to do business in the State of Florida. Affiant, as _____ of Owner, is authorized to execute instruments on behalf of Owner in connection with conveyance of the subject real and/or personal property.
5. All of the persons, firms, or corporations, including the general contractor and all subcontractors who have furnished services, labor, or materials used in the construction or repair of water and/or sewer utility facilities on the Property have been paid in full and such work has been fully completed and accepted by the Owner.
6. There are no judgments, claims, disputes, demands or other matters pending against Owner that could attach to the Property, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, and no chattel

mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility facilities placed upon or installed in the Property.

7. If applicable, the easement(s) dedicated or granted to BSU herewith conform exactly with the easement(s) approved by BSU on the Owner's plans during the BSU plan review. Furthermore, the easement(s) extend to the respective adjacent property lines with no gaps or "spite strips" which could impair connection of adjacent utility facilities.
8. Affiant states that the utility facilities described herein are not included in, encumbered by, or subject to any real property mortgage, chattel mortgage, security agreement, Uniform Commercial Code financing statement, Notice of Commencement or any other encumbrance, except as listed in Exhibit "B" attached hereto.
9. Affiant, as and on behalf of the owner of the subject utility facilities, does for valuable consideration hereby agree and guarantee to hold BSU harmless against any lien, claim or suit by any party and against chattel mortgages, security interests, or repair of the subject utility facilities, pursuant to the covenants and guarantees set forth in the accompanying Utility Facilities Bill of Sale and Warranty from Owner.
10. If a Notice of Commencement ("NOC") is referenced in Exhibit "B" attached hereto, then the following applies with respect to each NOC:

Affiant, as and on behalf of the Owner of the subject utility facilities, does for valuable consideration hereby agree to indemnify and hold BSU harmless from and against any and all claims, actions, liabilities, costs, penalties, fines, damages and expenses (including reasonable attorneys' fees and costs) arising out of or pertaining to any final judgment or other court order foreclosing or otherwise terminating or materially impairing BSU's easement interests or personal property interests obtained pursuant to this turnover of utility facilities. If such final judgment or other court order is entered, then BSU shall have the right to terminate or discontinue all of BSU's utility service to the Property and to enforce Owner's indemnity obligations herein.

DATED this _____ day of _____, 20____.

Owner

By: _____

Printed Name: _____

As: _____

Address: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this __ day of __ month __, _202 __ , by _____ . who is personally known to me or who has produced _____ as identification.

(Affix Seal)

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit "B"

List of Encumbrances
(per paragraph 8)