

Prepared by:

Timothy Bowers
Real Property & Planning Division
7220 Osteen Road
New Port Richey, FL 34654

Property Appraiser's Parcel ID (Folio)

Number(s): a portion of

THIS INDENTURE, made this _____ day of _____, 20_____, between _____, whose address is _____ hereinafter referred to as the Grantor, and PASCO COUNTY, a Political Subdivision of the State of Florida, whose address is 37918 Meridian Avenue, Dade City, FL 33525, hereinafter referred to as the Grantee.

WHEREAS, the Grantor owns and holds an interest in that property described in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, the Grantee desires a general purpose utility easement with the rights of ingress/egress over the same, in the real property; and

WHEREAS, the Grantor has agreed to convey the interest in the real property to the Grantee.

NOW THEREFORE, the Grantor, for good and valuable consideration from the Grantee, the receipt whereof is hereby acknowledged, by these presents does remise, release and quit-claim unto the Grantee, an easement over, under and across that property described in Exhibit "A", attached hereto and by reference made a part hereof.

THE PURPOSE of this easement is to provide water, reclaimed water and/or wastewater utilities including the constructing, reconstructing, excavating, replacing, removing, operation and maintenance of underground utility lines, and all necessary equipment in connection therewith whether above ground or below ground, together with the right to enter and depart over and upon that portion of Grantor's land as necessary to effect the purposes of the easement herein granted, and to use and occupy that portion of Grantor's land as necessary during construction, reconstruction, replacement, removal, or maintenance of the utility lines for the accommodation of construction equipment and materials, but only over such route as will occasion the least damage and inconvenience to Grantor and with the duty to restore any such routes to the condition existing immediately prior to Grantee's use thereof.

Grantee shall construct the improvements in the easement in a good and workmanlike manner and shall keep the easement free of all liens and encumbrances in connection therewith. Grantee shall maintain the improvements in good condition and repair, at Grantee's sole cost and expense. Grantee shall be solely responsible for any injury to property or persons resulting from Grantee's use of the easement and to the extent permitted by law shall hold Grantor harmless therefrom, except to the extent caused by Grantor's use of the easement.

Grantor shall not alter, or allow the alteration of, the easement in any way that would impair Grantee's rights or ability to use the easement for its intended purpose. Grantor shall not construct any permanent structures or perform any activities that would impede Grantee's access to or use of the easement for the purposes stated herein. To the extent that Grantor's activities impede Grantee's use of the easement, Grantor shall remove or restore the subject property to useable condition at Grantor's expense.

TO HAVE AND TO HOLD the same with all and singular the appurtenances thereunto belonging or in anywise appertaining to the granting of this easement in law or equity to the only proper use and benefit of the Grantee, or its successors or assigns.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:

[insert name of Grantor]

Signed, sealed and delivered in the presence of:

1st Witness signature

2nd Witness signature

1st Witness print name

2nd Witness print name

STATE OF _____

COUNTY OF _____

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

(SEAL)

Notary Signature

Name: _____

My Commission Expires: _____