

Prepared by and return to:

Utilities Commission,
City of New Smyrna Beach
P.O. Box 100 - 200 Canal Street
New Smyrna Beach, Fl 32170-0100
386-427-1361

[Space Above This Line For Recording Data]

EASEMENT DEED

This Easement Deed (the "Deed") is made and entered into this ____ day of _____, 2009, by and between _____, (hereinafter referred to as "Grantor") and **Utilities Commission, City of New Smyrna Beach**, 200 Canal Street, New Smyrna Beach, Florida 32168 (hereinafter referred to as "Grantee"), with reference to the following:

RECITALS:

A. Grantor is the owner of certain real property located at _____, New Smyrna Beach, Florida.

B. Grantee is the utilities entity which provides services on and over the property located at _____, New Smyrna Beach, Florida.

C. Grantor desires to grant to Grantee a perpetual non-exclusive easement and right-of-way for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation and inspection of water, wastewater, irrigation water, electric, and general utility facilities, which shall run with the land for the **Utilities Commission, City of New Smyrna Beach**, which supplies facilities or provides utility service, and its respective successors and assigns. Additional utility easements may be reserved as shown by legend on the plat, together with the right of ingress and egress for the purpose of constructing, maintaining, using, repairing, replacing, reconstructing, inspecting and removing utility lines.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement.

1.1 Grantor hereby grants to Grantee a perpetual, exclusive easement and right-of-way over, across, under and along a _____ of the Property for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation and inspection of water, wastewater, irrigation water, electric, and general utility facilities.

The legal description of the subject property is

See Attached _____

1.2 Grantor hereby further grants to Grantee a perpetual non-exclusive easement and right-of-way for ingress and egress on, over, across and along _____, with the right of ingress and egress for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation and inspection of water, wastewater, irrigation water, electric, and general utility facilities.

1.3 Grantor agrees for itself, successor(s) and assigns, neither to erect, place or maintain, nor to permit the erection, placement or maintenance, of any building, cement slab or other structure(s) except walls, fences, shrubbery and other plant life on the above-described Easement. The Grantee, and its contractors, agents, and employees, shall have the right to trim or cut trees, shrubbery or vegetation, and roots that may endanger or interfere with the utility facilities and shall have free access to the utility facilities and every part of it at all times, for the purpose of exercising the rights herein granted.

2. Miscellaneous.

2.1 Any breach of the terms, conditions, covenants, or restrictions of this Deed shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such term, condition, covenant or restriction shall be binding upon and effective against any person who acquires title to the property or any portion thereof by foreclosure, trustee's sale or otherwise.

2.2 If any term, provision or condition contained in this Deed shall be invalid or unenforceable, to any extent, then the remainder of this Deed (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Deed, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

2.3 Each covenant, condition or restriction contained in this Deed shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, and other successors-in-interest.

2.4 If any action or proceeding is commenced in order to enforce any of the provisions of this Deed, the prevailing party in any such action shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

2.5 The obligations contained in this Easement Deed shall run with the land and any portion thereof, and each person or entity which succeeds to an interest therein or any portion thereof. Except as otherwise expressly provided in this Easement Deed, a reference to Grantee shall include any successor-in-interest to Grantee's rights in or ownership of the Property, and any reference to Grantor shall include any person or entity succeeding to Grantor's rights in or ownership of all or any portion of the Property.

2.6 This Deed may be executed in one or more counterparts, each of which shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. IN WITNESS WHEREOF, the said Grantor has hereunto set his/her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Witnesses:

Grantor:

(Sign on this line.)

(Sign on this line.)

(Print name legibly on this line.)

(Print name legibly on this line.)

(Sign on this line.)

(Sign on this line.)

(Print name legibly on this line.)

(Print name legibly on this line.)

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, who is personally known to me or who has provided the following identification, _____, and who did/did not take an oath.

(Sign on this line.)

(Print name legibly on this line)

(SEAL)

Notary Public, State of Florida

Commission Number: _____

Expiration Date: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
LEGAL DESCRIPTION OF
EASEMENT AREA