

This instrument was prepared by:
Name
Address

Return to: Kissimmee Utility Authority
1701 W. Carroll Street
Kissimmee, FL 34741

(KUA Project # _____)

Property Appraiser's Parcel
Identification No. _____

EASEMENT DEED

THIS INDENTURE, made the ____ day of _____, 20____, by _____ whose address is _____, hereinafter called the "Grantor", and KISSIMMEE UTILITY AUTHORITY, a body politic, in Osceola County, Florida, hereinafter called the "Grantee".

WITNESSETH:

That for and in consideration of the sum of \$10.00 DOLLARS and other valuable considerations, in hand paid to the Grantor by the Grantee, receipt whereof is hereby acknowledged, said Grantor does hereby grant, bargain, sell, convey and quitclaim to said Grantee, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said Grantee, its successors or assigns, to erect, construct, operate and maintain a line or lines for the transmission and/or distribution of electric energy, for the transmission of information via fiber optic lines and/or any other purposes of the Grantee for which said line or lines can be used without exceeding the boundaries of said right of way and easement thereover for any and all purposes for which electric energy is now or may hereafter be used, and for any and all other purposes of the grantee consistent with this right of way and easement with all necessary poles, towers, wires, cables, fixtures, and appliances, including guy wires, stubs, anchors and brace poles, cable television and telephone wire connections (the aforementioned hereinafter being referred to as "Facilities"), through, over and upon the lands of the Grantor in Osceola County, Florida, described as:

(See Exhibit A)

together with the right of the Grantee, its successors and assigns, to cut and remove from said right of way as above described, any trees, overhanging branches, or other obstructions which may endanger the safety or interfere with the operation and maintenance of said transmission and/or distribution and/or fiber optic lines and such fixtures and appliances, poles, anchors and other appurtenances thereto, or any structure on said right of way; together with the privilege and right of ingress, egress and regress in and over the above described right of way at any and all times for the purpose of patrolling the said transmission line, or repairing, building, renewing or adding poles or other fixtures and equipment to said line, and the doing of anything necessary, useful or convenience for the full enjoyment of the easement herein granted.

Said Facilities shall be located in the following described "Easement Area."

A ten (10) foot wide Easement Area defined as lying five (5) feet on each side of the centerline of Grantee's Facilities as designed and installed at mutually agreed upon locations and whose locations are generally depicted on the attached Sketch labeled as Exhibit B.

Grantee will be responsible for, and will indemnify, save harmless and defend Grantor against and from all claims and suits for, and all liability loss or expense ensuing from, or incidental to or in connection with, damage to, or loss of any property of Grantor, Grantee, the agents, servants, licensees contractors, invitees or employees of either or any Person and indemnify against and from all claims and suits for, all liability, loss or expense arising out of, or incidental to or in connection with injury to or death of persons, including agents, servants, contractors, licensees, invitees, or employees of Grantor or Grantee, or any other person, if damage, loss, injury or death arise in any manner, directly or indirectly, out of, or incidental to, or in connection with the granting of this Easement, except when such losses and damages are due to the negligence of Grantor, his successors, assigns, lessees, licensees and agents, or third parties.

Nothing contained in this Easement Deed shall either constitute or be construed as a waiver by Grantee of the sovereign immunity it enjoys under Florida Statutes, Section 768.28, and the accompanying limitations of liability applicable to Grantee thereunder.

If this Easement terminates for any reason, Grantee will restore the land to its former condition upon the option of the Grantor including, leveling and filling earth, and removing any improvements placed on the Easement area.

"Grantor" is used for singular or plural as context requires.

IN WITNESS WHEREOF the said grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature

Printed name

Witness Signature

Printed name

By: _____

Printed name and Title

By: _____

Printed name and Title

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of
☐ Physical Presence, - **OR** -
☐ Online Notarization,

this ____ day of _____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal on this ____ day of _____, A.D. 20_____.

My commission expires:

SEAL

Notary Public

Printed or typed name