

Prepared by, Record and Return To:  
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13500 Sutton Park Dr. S., Suite 304  
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### EASEMENT

This Easement ("Easement") is made this \_\_\_ day of \_\_\_\_\_, 2016 from **SOUTHGATE OF LAKE COUNTY, LLC**, a Florida limited liability company, its successors and assigns, whose mailing address is 301 Sampey Road, Groveland, Florida 34736 ("**GRANTOR**") to **HOPE INTERNATIONAL CHURCH, INC.**, a Florida not for profit corporation, its successors and assigns, whose mailing address is \_\_\_\_\_ ("**GRANTEE**").

### WITNESSETH:

That **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE** the nonexclusive perpetual right, privilege and easement to install, operate and maintain an underground gravity sewer line (the "Facilities") under, through and within that certain parcel of land in Lake County, Florida legally described in **Exhibit A** hereto (the "Easement Area") in order to provide sanitary sewer connection to the **GRANTEE**'s real property described on **Exhibit "B"** attached hereto.

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right to: (a) inspect, alter, improve, repair, rebuild, and remove the Facilities upon providing reasonable advanced written notice to **GRANTOR**; (b) ingress and egress over the Easement Area for the purpose of exercising the rights granted herein; (c) to trim, cut or remove from the Easement Area upon advanced written notice to the **GRANTOR**, tree limbs, undergrowth, structures or other obstructions (not specifically permitted herein) which does not unreasonably interfere with the operation and maintenance of the Facilities; (d) to allow **GRANTOR** and/or the City of Groveland to connect to the Facilities; and (e) to transfer the easement rights and the Facilities constructed to the City of Groveland upon the acceptance of the Facilities by the City, if ever. In the event **GRANTEE** disturbs or damages the Easement Area and/or **GRANTOR**'s adjacent real property, or any permitted improvements located thereon, whether located on or adjacent to the Easement Area, during **GRANTEE**'s exercise of the rights granted herein, **GRANTEE** shall be responsible for replacing and/or restoring **GRANTOR**'s improvements and/or the real property to the same, or as good as, condition as existed prior to said disturbance or damage. Notwithstanding the foregoing, in the event that the Facilities cause interruption or damage to the Easement Area, **GRANTEE** shall enter upon the Easement Area within twenty-four (24) hours' notice, or sooner in the event of an emergency, and repair the Facilities and the Easement Area (to the same, or as good as, condition prior to such interruption or damage) to prevent such continuing interruption or damage to the Easement Area. Failure of **GRANTEE** to comply with the foregoing, shall permit, but not obligate, **GRANTOR** to repair the Facilities and the Easement Area and upon doing so, **GRANTEE** shall reimburse the **GRANTOR** whom repaired

the Facilities and the Easement Area for the cost incurred by the owner to repair same within ten (10) days of receiving a request for reimbursement plus an administrative fee of twenty (20) percent.

Other than sod, landscaping, and fencing, **GRANTOR** shall not (a) place or permit the placement of any aboveground or underground structure, or any portion thereof, within the Easement Area, or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area, or(c) cause or allow to be caused the retention of water upon the Easement Area (the "Unpermitted Obstructions"). **GRANTEE** shall have the right to remove any such Unpermitted Obstructions or repair any such damage at **GRANTOR'S** expense.

**GRANTOR** hereby warrants and covenants to **GRANTEE** (a) that **GRANTOR** is the owner of the fee simple title to the Easement Area, (b) that **GRANTOR** has full right and lawful authority to grant and convey the Easement to **GRANTEE** without exception; and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this Easement, subject to all matters of public record.

All covenants, terms, provisions and conditions contained herein shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties to this Easement.

**IN WITNESS WHEREOF**, this Easement has been executed by **GRANTOR** on this \_\_\_ day of \_\_\_\_\_, 2016 and is effective as of this date.

**WITNESSES:**

**SOUTHGATE OF LAKE COUNTY, LLC**

\_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing Easement was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_ of Southgate of Lake County, LLC, a Florida limited liability company, on behalf of the company who is \_\_\_ personally known to me or \_\_\_ who has produced \_\_\_\_\_ as identification.

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Name:  
Notary Public  
Serial Number:  
My commission expires:

**WITNESSES:**

**HOPE INTERNATIONAL CHURCH, INC.**

\_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing Easement was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_ of Hope International Church, Inc., on behalf of the Church, who is \_\_\_ personally known to me or \_\_\_ who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
My commission expires:

**Joinder and Consent By Mortgagee**

Mortgagee, **Centerstate Bank of Florida NA**, hereby joins in this Easement, consents to the grant and agrees that its mortgage is subordinate to the Easement and to the rights of the GRANTEE, its successors and assigns, to the Easement.

**WITNESSES:**

**Centerstate Bank of Florida NA**

\_\_\_\_\_  
Name: \_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, known to me \_\_\_\_\_ of **Centerstate Bank of Florida NA**, who is \_\_\_\_\_ personally or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
My commission expires:

**Exhibit A**

Legal Description of Sewer Easement

A PORTION OF LAND LYING IN SECTION 30, TOWNSHIP 22 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 165 FEET OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 30; THENCE SOUTH 89°45'41" WEST, 630.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°36'32" EAST, 113.85 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE (RADIAL LINE THRU SAID POINT BEARS SOUTH 11°21'53" WEST); THENCE WESTERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE SOUTH HAVING A RADIUS OF 145.00 FEET, A DELTA OF 6°00'12", AN ARC DISTANCE OF 15.19 FEET; THENCE NORTH 00°36'32" WEST, 111.57 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH 165 FEET; THENCE NORTH 89°45'41" EAST, 15.00 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN LAKE COUNTY, FLORIDA, CONTAINING 1,689 SQUARE FEET.