

THIS INSTRUMENT RETURN TO:
Cathleen A. Wysor, City Clerk
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

Property Appraiser's PIN:
Part of _____

Federal Identification Number
of Grantee City of Melbourne 59-6000371

PUBLIC UTILITY EASEMENT

THIS PUBLIC UTILITY EASEMENT is made this _____ day of _____, 201__,
between, _____, a Florida corporation/limited liability
company, _____ whose _____ address _____ is
_____ (hereinafter
"Grantor"); and the **CITY OF MELBOURNE**, a Florida Municipal Corporation whose
address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 and for the benefit of
the **PUBLIC UTILITIES**.

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLAR
(\$10.00) and other good and valuable considerations, to it in hand paid by the City, the
receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienates,
remises, releases, conveys, and confirms unto the City and public utilities an easement
for installation, removal, connection to or disconnection from, repair, replacement,
operation, and maintenance in perpetuity of public utilities, including electric, telephone,
gas, water, wastewater, sewer and reclaimed water, and other public utilities and all
associated parts, including but not limited to piping (laterals, mains, services, etc.),
valves, fittings (bends, joints, tees, etc.) pumps, manholes, cables, wires, meters, lift
stations, poles and other appurtenances (hereinafter: "Facilities") over, under, and
across the following described real property, located and situate in the County of
Brevard, State of Florida, to wit:

**See Legal Description and Sketch
attached hereto as Exhibit "A"
and incorporated herein by reference;**

A portion of PIN: _____,
commonly referred to as _____ [address]

TITLE TO THE PROPERTY DESCRIBED HEREIN, AS WELL AS
THE LEGAL DESCRIPTION, HAS NOT BEEN EXAMINED OR
APPROVED BY THE CITY OF MELBOURNE OR THE CITY
ATTORNEY'S OFFICE

(hereinafter, the "Easement Area").

The rights herein granted to the public utilities shall also be an easement for the construction, installation, maintenance and operation of cable services.

The rights herein granted to the City of Melbourne and the public utilities by Grantor specifically include:

- (a) the right of the City of Melbourne and the public utilities, their employees, contractors, sub-contractors, agents, successors, and assigns to control, inspect, alter, improve, repair, rebuild and remove said Facilities over, under and across the Easement Area;
- (b) the right, but not the duty, of the City of Melbourne and public utilities, their employees, contractors, sub-contractors and agents, successors, and assigns to trim, cut, or remove plants, trees, fences, or structures from said Easement Area; and
- (c) the right of the City of Melbourne and public utilities, their employees, contractors, sub-contractors, agents, successors, and assigns to have egress and ingress to said Easement Area for the purposes expressed in (a) and (b) immediately above.

TOGETHER WITH ALL the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

By delivery of this Easement, Grantor covenants not to interfere with the safe operation or maintenance of the Facilities within the Easement Area.

TO HAVE AND TO HOLD unto the same forever.

The Grantor hereby covenants with the City that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey an easement in the same; that the Grantor does hereby fully warrant the title to the said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except for taxes for the year the pending tax year and matters of record.

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

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Witness #1 Signature

Witness #1 Name

Witness #2 Signature

Witness #2 Name

STATE OF FLORIDA)
COUNTY OF BREVARD)

By: _____

Name: _____

Title: _____

(corporate seal)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by **[insert individual name]**, as **[insert title]** of **[insert company name]**. S/He is personally known to me or has produced as identification.

Notary Public

My commission expires:

The foregoing easement is accepted and agreed to by the City of Melbourne, Florida, this ____ day of _____, 201__.

Michael A. McNees
As City Manager

ATTEST:

Cathleen A. Wysor, City Clerk