

TAB 2

This instrument prepared by:
Michele S. Hall, Esq.
Michele S. Hall, P.L.
505 25th Street West
Bradenton, Florida 34205

Parcel ID# 1015725109
Project # COP Job No. 04- 396

UTILITY EASEMENT

THIS EASEMENT is granted this ____ day of _____, 2008, by **SANCTUARY DEVELOPMENT PARTNERS, LLC**, a Florida limited liability company whose mailing address is 1401 Manatee Avenue West, Suite 500, Bradenton, Florida 23205, hereinafter the **GRANTOR**, to the **CITY OF PALMETTO**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 516 8th Ave. W., Palmetto, Florida 34221, hereinafter the **GRANTEE**;

WITNESSETH

That the **GRANTOR** for and in consideration of the sum of Ten and 00/100 dollars and other good and valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto **GRANTEE**, its successors, and assigns, in perpetuity, **a utility easement for any and all utility purposes that GRANTEE may deem necessary** over, across, under and through the following described parcel, piece or strip of land, situate, lying and being in the County of Manatee, State of Florida, to-wit (herein after "Easement Property"):

Legal description attached hereto as Exhibit "A" and made a part hereof.

It is understood and agreed by and between the **GRANTOR** and **GRANTEE**, that the utility facilities, lines, conduits and appurtenances of the **GRANTEE**, installed or located, or to be installed or located over, across, under and through the Easement Property, shall at all times remain the absolute property of **GRANTEE**,

its successors, and assigns, and the right is hereby granted to **GRANTEE** and its agents and employees to enter upon said Easement Property for the purpose of excavating, inspecting, installing, repairing and/or removing or otherwise maintaining said utility lines and conduits and related appurtenances therefrom. **GRANTOR** will not construct any permanent improvements on the Easement Property without written permission from **GRANTEE**. **GRANTEE**, at **GRANTEE**'s cost, will restore the ground to its existing condition as of the date prior to any installation, construction, placement of, or any repair or maintenance work on said utility lines, conduits, and equipment.

The terms, conditions, restrictions and purposes imposed by this Easement shall be binding not only upon **GRANTOR** but also on their agents, personal representatives, heirs, assigns and all other successors to their interest and shall continue as a servitude running in perpetuity with the property subject to the Easement Property.

The above conveyance is made upon the condition that should **GRANTEE** or its successors and assigns cease to use the Easement Property for utility purposes, the title and rights herein and hereby granted and conveyed shall forthwith revert to and vest in the **GRANTOR**, or in its successors and assigns. **GRANTOR** retains all rights to the Easement Property not otherwise expressly conveyed.

[Signatures on following page.]

IN WITNESS WHEREOF, the said GRANTOR sets its hand and seal the day and year first above written.

WITNESSES:

SANCTUARY DEVELOPMENT PARTNERS, LLC

By: _____

Print name

Print name: _____

Its: Manager

Print name

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING instrument was acknowledged before me this _____ day of _____, 2008, by _____ as Manager of SANCTUARY DEVELOPMENT PARTNERS, LLC, who is personally known to me or who has produced _____ as identification.

(SEAL)

NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

