

Prepared by and after recording return to:
Office of the General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Parcel ID No.: [Enter Parcel ID here](#)

----- (Space above this line for recording data) -----

EASEMENT

THIS EASEMENT is made and granted this _____ day of _____ 202__, by [Enter Grantor Entity Name](#) (the “**Grantor**”), [Enter Entity Type](#), having its principal place of business located at [Enter Grantor Principal Place of Business](#), to the **TOHOPEKALIGA WATER AUTHORITY** (“**TOHO**”), an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, having its principal place of business located at 951 Martin Luther King Blvd., Kissimmee, Florida 34741.

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration receipt and sufficiency of which is hereby acknowledged, does hereby authorize the use of and hereby grants to TOHO, its successors and assigns, a perpetual non-exclusive utility easement across a parcel of real property in [Click to Select a County](#) County, Florida, as more particularly described in attached **Exhibit A** (the “**Easement Area**”), for the purpose of: **(a)** installing, maintaining, operating, repairing, refiguring, or reconstructing water and wastewater utilities and associated facilities within the Easement Area (collectively, the “**Facilities**”); **(b)** all other rights and privileges reasonably necessary, in TOHO’s sole discretion, for the safe, reliable, and efficient installation, operation, repair, and maintenance of the Facilities; and **(c)** ingress and egress to the Easement Area for the above-stated purposes.

Grantor may continue to use the surface of the Easement Area for any lawful purposes that do not unreasonably interfere with the easement rights granted to TOHO in this instrument, which may include, upon receipt of prior written approval from TOHO – which shall not be unreasonably withheld, the following improvements being made to the Easement Area: parking, paving, sidewalks, lighting, landscaping, green spaces, recreational areas, and drive aisles for motor-vehicles.

Grantor shall not place any permanent structures or improvements such as buildings or foundations on, over, or across the Easement Area. TOHO shall have the right to remove any such permanent structures or improvements placed on, over, or across the Easement Area at the expense of Grantor. TOHO shall have the right to clear the Easement Area of trees, limbs, vegetation, or other physical objects which endanger or interfere with the safe or efficient installation, operation, maintenance, repair, or replacement of facilities existing within the Easement Area.

TOHO will, at its sole cost and expense, restore the surface of any disturbed portion of the Easement Area to its original condition as near as is reasonably practicable, the damage or disturbance to which shall have been caused by the installation,

[Enter Toho Project Name and # here.](#)

maintenance, operation, repair, inspection, replacement, or removal of the Facilities or other exercise by the TOHO of its rights under this instrument.

The use of the easement granted in this instrument does not run to the public and no rights hereunder are granted or approved except for the purposes and use by TOHO, and its agents, successors, and assigns for the uses and purposes stated herein.

The terms "Grantor" and "TOHO" shall include any and all respective heirs, successors, and assigns of the Grantor and TOHO. Any failure by TOHO to exercise or continue to exercise or enforce any of the rights granted in this instrument shall not be construed as a waiver or abandonment of the right to at any time, or from time to time, exercise any and all such rights.



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Enter Toho Project Name and # here.

IN WITNESS WHEREOF, the Grantor has authorized and caused the execution of this instrument as of the date first above written. Grantor warrants that it is the record owner of the lands to be encumbered by this instrument, that it has the full right and authority to convey to TOHO this perpetual Easement, and that TOHO shall have quiet and peaceful possession, use, and enjoyment of the same.

GRANTOR:

Enter Grantor Name, Enter Entity Type

By: _____

Printed Name: _____

Title: _____

WITNESS #1

Print Name: _____

Address: _____

WITNESS #2

Print Name: _____

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by Enter Grantor's Signatory Name, as Enter Signatory's Title of Enter Grantor's Name, a Enter Grantor Entity Type authorized to do business in the State of Florida on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

(Seal)

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

Enter Toho Project Name and # here.

EXHIBIT A
[Sketch and Legal]



Enter Toho Project Name and # here.