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THIS INSTRUMENT PREPARED BY & RETURN TO:

Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

INSTRUMENT #2013099521
OR BK 4375 PG 1136 - 1140 (5 PGS)
DATE: 9/5/2013 11:51:27 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$44.00 DEED DOC \$0.70



Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 21 day of JUNE, 2013, by **ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**, whose address is 4683 Arlington Ridge Boulevard, Leesburg, FL 34748, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground water lines to provide irrigation to trees planted by or on behalf of Grantor, at the request and for the sole benefit of the Grantor. In the event that the Grantee, its respective employees, agents, assignees, or contractors (or their subcontractors, employees or materialmen) cause damage to the Easement Area or any of the Improvements (either above ground Improvements, or underground Improvements the existence of which has been disclosed to Grantee prior to the work being done) located within the Easement Area or causes damage to the Grantor's other property or any improvements located thereon, in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade, including, without limitation, repair and replacement of any landscaping, plantings, ground cover, utility lines, stormwater facilities, other structures, within thirty (30) days after receiving written notice of the occurrence of any such damage, and Grantee shall allow no lien to attach to the Easement Area or any improvements located on said property or Grantor's other property arising out of work performed by, for, or on behalf of Grantee. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

Grantee and/or any contractors performing work for Grantee on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for

personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the Grantor.

To the extent permissible by law, Grantor agrees to indemnify and hold the Grantee harmless from and against any and all claims, suits, judgments, demands, costs and expenses, including attorney's fees of any kind or nature whatsoever related to this Easement Agreement arising directly out of or caused by any act or omission of the Grantor, its agents, employees, consultants, representatives, and contractors (including their subcontractors, employees and materialman).

To the extent permissible by law, Grantee agrees to indemnify and hold Grantor harmless from and against any and all claims, suits, judgments, demands, costs and expenses, including attorney's fees of any kind or nature whatsoever related to this Easement Agreement arising directly out of or caused by any act or omission of Grantee, its agents, employees, consultants, representatives, and contractors (including their subcontractors, employees and materialman).

Nothing in this Agreement shall constitute or be construed as a waiver of the Grantee's or the Grantor's sovereign immunity beyond the limitations set forth in section 768.28, Florida Statutes, and other applicable law.

Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of its rights hereunder.

Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

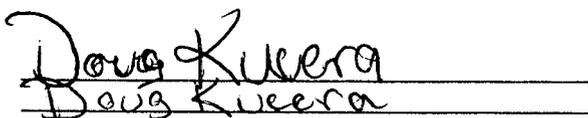
GRANTOR: ARLINGTON RIDGE
COMMUNITY DEVELOPMENT DISTRICT



Cleo Crismond
(Type or print name of Witness)

BY: 

CHESLEY E. ADAMS, JR. - MANAGER
Type or print name and official title



Doug Kueera
(Type or print name of witness)

EXHIBIT "A"

PARENT PARCEL:

PARCEL ID # 14-20-24-0016C0400000. ALTERNATE KEY # 3861071.

AS DESCRIBED IN OFFICIAL RECORDS BOOK 3132, PAGE 2384.

ALSO DESCRIBED AS TRACT "D39" ARLINGTON RIDGE PHASE 1-B PLAT BOOK 55, PAGE 80 THRU 96, TO WIT:

SAID TRACT "D39" LYING IN A PORTION OF THE REPLAT OF TRACT Z, ARLINGTON RIDGE PHASE 1-A, AS RECORDED IN PLAT BOOK 54, PAGE 66, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT Z, ARLINGTON RIDGE PHASE 1-A, FOR THE POINT OF COMMENCEMENT, (P.O.C.), THENCE RUN SOUTH 00°52'24" WEST, ALONG SAID WEST BOUNDARY A DISTANCE OF 428.87 FEET TO THE NORTHWEST CORNER OF TRACT "D39" AND THE POINT OF BEGINNING OF THIS DESCRIPTION, (P.O.B.); THENCE RUNNING ALONG SAID BOUNDARY LINE OF TRACT "D39", RUN NORTH 86°12'00" EAST, A DISTANCE OF 94.97 FEET; THENCE RUN NORTH 58°57'14" EAST, A DISTANCE OF 69.55 FEET; THENCE RUN SOUTH 02°08'29" WEST, A DISTANCE OF 84.35 FEET; THENCE RUN SOUTH 83°04'23" WEST, A DISTANCE OF 19.45 FEET; THENCE RUN NORTH 25°43'12" WEST, A DISTANCE OF 26.85 FEET; THENCE RUN NORTH 74°19'48" WEST, A DISTANCE OF 35.06 FEET; THENCE RUN SOUTH 73°44'11" WEST, A DISTANCE OF 36.61 FEET; THENCE RUN SOUTH 38°26'24" WEST, A DISTANCE OF 14.96 FEET; THENCE RUN SOUTH 14°36'33" WEST, A DISTANCE OF 24.82 FEET; THENCE RUN SOUTH 83°04'23" WEST, A DISTANCE OF 40.83 FEET; THENCE RUN NORTH 00°52'24" EAST, A DISTANCE OF 60.62 FEET TO THE POINT OF BEGINNING.

DESCRIPTION : 10' UTILITY EASEMENT

A 10.00 FEET, PERPENDICULAR MEASURE, PARCEL OF LAND LYING IN TRACT "D39" OF THE ABOVE DESCRIBED PARENT PARCEL. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT Z, ARLINGTON RIDGE PHASE 1-A, FOR THE POINT OF COMMENCEMENT, (P.O.C.), THENCE RUN SOUTH 00°52'24" WEST, ALONG SAID WEST BOUNDARY A DISTANCE OF 428.87 FEET TO THE NORTHWEST CORNER OF TRACT "D39" AND THE POINT OF BEGINNING OF THIS DESCRIPTION, (P.O.B.); THENCE RUN NORTH 86°12'00" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID TRACT "D39", A DISTANCE OF 94.97 FEET; THENCE RUN NORTH 58°57'14" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID TRACT "D39", A DISTANCE OF 69.55 FEET; THENCE RUN SOUTH 02°08'29" WEST, A DISTANCE OF 84.35 FEET; THENCE RUN SOUTH 83°04'23" WEST, A DISTANCE OF 19.45 FEET; THENCE RUN NORTH 25°43'12" WEST, A DISTANCE OF 26.85 FEET; THENCE RUN NORTH 74°19'48" WEST, A DISTANCE OF 35.06 FEET; THENCE RUN SOUTH 73°44'11" WEST, A DISTANCE OF 36.61 FEET; THENCE RUN SOUTH 38°26'24" WEST, A DISTANCE OF 14.96 FEET; THENCE RUN SOUTH 14°36'33" WEST, A DISTANCE OF 24.82 FEET; THENCE RUN SOUTH 83°04'23" WEST, A DISTANCE OF 40.83 FEET; THENCE RUN NORTH 00°52'24" EAST, A DISTANCE OF 60.62 FEET TO THE POINT OF BEGINNING. AND CONTAINS AN AREA OF 1.631.240 SQUARE FEET OR 0.038 ACRE, MORE OR LESS.

GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the Legal Descriptions as described in O R Book 3132 , page 2384 in section 22, Township 20 South, Range 24 East, Lake County, Florida.
- 7: This sketch was prepared by the City of Leesburg, Public works Department, Engineering Division, under the direction of Adrian Parker, CPM / Development Review Coordinator. for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

I Ray Sharp HAVE REQUESTED THE INFORMATION DEPICTED HERON AND ACKNOWLEDGE RECEIPT OF THE INFORMATION AND IT IS SATISFACTORY FOR MY NEEDS AS OF THE DATE OF THIS SIGNATURE.

NAME: _____ DATE: _____

Department Director, Environmental Service. for the City of Leesburg.

REVISIONS

DATE	DESCRIPTION
04-30-2013	Changed alinement west end
DDF	of easement moved 10' North
	to N. line Tract "D39"

SECTION: 22-20-24



CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9879

SKETCH OF DESCRIPTION
10' UTILITY EASEMENT
ARLINGTON RIDGE
COMMUNITY DEVELOPMENT DISTRICT
to the CITY OF LEESBURG

DATE: 03/07/2012
DRAWN: DDF
CHECKED: AP
APPROVED: RS
SCALE: NTS
FILE NO.: EA12005

SHEET NUMBER
1
OF
2

EXHIBIT "A"
 POINT OF COMMENCEMENT
 N.W. CORNER TRACT Z
 ARLINGTON RIDGE PHASE 1-A
 PLAT BOOK 54, PAGE 66

LINE	BEARING	DISTANCE
L1	S.14°36'33"W.	24.82'
L2	S.38°26'24"W.	14.96'
L3	S.73°44'11"W.	36.61'
L4	N.74°19'48"W.	35.06'
L5	N.25°43'12"W.	26.85'

FOUND 4"x4"
 CONC. MON.
 L.B. 5610 S88°37'46"E



SCALE IN FEET
 SCALE 1" = 50'
 THIS BAR IS 1" LONG

S00°52'24"W 428.87'

EASEMENT AREA =
 1,631.240 SQ. FT.
 OR 0.038 ACRE

P.O.B.
 Parent Parcel
 and Easement
 NW CORNER
 TRACT "D39"

North Line
 Tract "D39"

S02°08'29"W 11.95'

95.96'

S83°24'37"E 110.87'(N.R.)

N83°24'37"W 107.37'

S58°57'14"W Δ=1°05'29"
 29.55' L=10.00'
 R=525.00'

N86°12'00"E 94.97'

N86°12'00"E 98.70'

S58°57'14"W 64.89'

S02°08'29"W 84.35'

N00°52'24"E 10.09'

S83°04'23"W 40.83'

S83°04'23"W 19.45'

LEGEND

- C/L - CENTERLINE
- R/W - RIGHT-OF-WAY
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.B. - PLAT BOOK
- (D) - DESCRIPTION
- PG. - PAGE
- C.R. - COUNTY ROAD
- S.R. - STATE ROAD
- U.S. HWY. - UNITED STATES HIGHWAY
- SEC. - SECTION
- SQ. FT. - SQUARE FEET

REVISIONS

DATE	DESCRIPTION
04-30-2013	Changed alignment west end of easement moved 10' North
DDF	to N. line Tract "D39"

TRACT "D39"
 WATER MANAGEMENT
 0.16±AC.

SECTION: 22-20-24



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 10' UTILITY EASEMENT
 ARLINGTON RIDGE
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 to the CITY OF LEESBURG

DATE: 03/07/2012
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 CHECKED: AP
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 SCALE: 1" = 50'
 FILE NO.: EA12005

SHEET NUMBER
 2
 OF
 2