

CFN 2009105367
Bk 03824 Pgs 0715 - 719; (5pgs)
DATE: 09/30/2009 08:44:37 AM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 44.00
DEED DOC 0.70

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 21st day of September, 2009, by MSF GATEWAY, LLC, whose address is 8441 Cooper Creek Boulevard, University Park, FL 34201, 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 or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics, and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. 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.

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.

THIS EASEMENT is subject to the terms, conditions and covenants set forth in the attached Utility Easement Rider. In the event of any conflict between the body of this Easement and the Utility Easement Rider, the Utility Easement Rider shall prevail and take precedence.

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

WITNESSES (two required)

GRANTOR: MSF GATEWAY, LLC

Kevin M. Kinney
Kevin M. Kinney
(Type or print name of Witness)

BY: DAVID J. BALDAUF, Manager
H.

Kinney

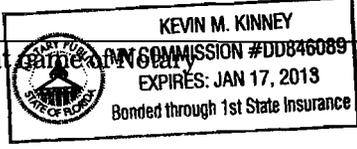
JULIE ANN SORIERO
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF Manatee

BEFORE ME, the undersigned Notary Public, personally appeared ^{H.} DAVID J. BALDAUF, as Manager of MSF Gateway, LLC, who acknowledged before me that he executed this instrument on the 21st day of September, 2009, and who was either personally known to me, or who produced _____ as identification.

Kevin M. Kinney
NOTARY PUBLIC

Commission Number

Type or print name of Notary Public


Commission expiration date

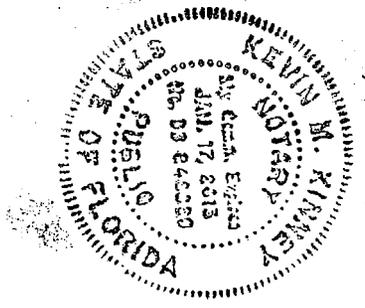


EXHIBIT "A"

PARENT PARCEL #1: OR. BOOK 3338, PAGE 526, To Wit:

FROM THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN THENCE NORTH 89° 35'20" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 40.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF 14th STREET (U.S. HIGHWAY 27); THENCE CONTINUE NORTH 89°35'20" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°35'20" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22 A DISTANCE OF 183.83 FEET; THENCE NORTH 00°22'08" EAST, 190.47 FEET; THENCE NORTH 89°34'55" WEST, 129.00 FEET; THENCE SOUTH 00°22'08" WEST, 25.00 FEET; THENCE NORTH 89°34'55" WEST, 142.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 22; THENCE NORTH 00°22'08" EAST, 860.16 FEET; THENCE SOUTH 89°40'50" EAST, 330.00 FEET; THENCE SOUTH 78°59'08" EAST, 150.89 FEET; THENCE SOUTH 00°24'30" WEST, 223.45 FEET; THENCE SOUTH 89°36'35" EAST, 150.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 14th STREET (U.S. HIGHWAY 27); THENCE SOUTH 00°24'30" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 55.00 FEET; THENCE NORTH 89°35'20" WEST, 150.00 FEET; THENCE SOUTH 00°24'30" WEST, 150.00 FEET; THENCE SOUTH 89°33'20" EAST, 150.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY OF 14th STREET (U.S. HIGHWAY 27); THENCE SOUTH 00°24'30" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 85.25 FEET; THENCE NORTH 89°35'20" WEST, 150.00 FEET; THENCE SOUTH 89°35'20" EAST, 150.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF 14th STREET (U.S. HIGHWAY 27); THENCE SOUTH 00°24'30" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE 84.84 FEET; THENCE NORTH 88°33'45" WEST, 31.39 FEET; THENCE NORTH 89°36'23" WEST, 145.70 FEET; THENCE SOUTH 00°24'30" WEST, 263.82 FEET TO THE POINT OF BEGINNING.

DESCRIPTION : 10' UTILITY EASEMENT, BEING THREE SEGMENTS LYING IN PARCEL #1

A 10' EASEMENT BEING THREE SEGMENTS DESCRIBED AS ALL THOSE PORTIONS OF THE 10.00 FOOT WIDE, PERPENDICULAR MEASURED, PARCEL OF LAND LYING WESTERLY OF AND CONTIGUOUS WITH THE WESTERLY RIGHT-OF-WAY LINE OF 14th STREET (U.S. HIGHWAY 27) ALL LYING WITHIN THE ABOVE DESCRIBED PARCEL #1, AS DESCRIBED IN OFFICIAL RECORD BOOK 3338, PAGE 526, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THE ABOVE DESCRIBED THREE EASEMENTS CONTAINS 560.000 SQUARE FEET OR 0.013 ACRE, MORE OR LESS.
852.500 SQUARE FEET OR 0.020 ACRE, MORE OR LESS. AND 828.500 SQUARE FEET OR 0.019 ACRE, MORE OR LESS.

PARENT PARCEL #2: OR. BOOK 3338, PAGE 529, To Wit:

FROM THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE NORTH 89°35'20" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 40.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF 14th STREET (U.S. HIGHWAY 27); RUN THENCE NORTH 90°24'30" EAST ALONG SAID WESTERLY RIGHT-OF-WAY 562.25 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; RUN THENCE NORTH 89°35'20" WEST, 150.00 FEET; THENCE NORTH 00°24'30" EAST, 150.00 FEET; THENCE SOUTH 89°35'20" EAST, 150.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE AFOREMENTIONED 14th STREET (U.S. HIGHWAY 27); THENCE SOUTH 00°24'30" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE 150.00 FEET TO THE POINT OF BEGINNING.

DESCRIPTION : 10' UTILITY EASEMENT #2

BEING ALL THAT PORTION OF THE 10.00 FOOT WIDE, PERPENDICULAR MEASURED, PARCEL OF LAND LYING WESTERLY OF AND CONTIGUOUS WITH THE WESTERLY RIGHT-OF-WAY LINE OF 14th STREET (U.S. HIGHWAY 27) ALL LYING WITHIN THE ABOVE DESCRIBED PARCEL #2, AS DESCRIBED IN OFFICIAL RECORD BOOK 3338, PAGE 529, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THE ABOVE DESCRIBED EASEMENT #2 CONTAINS 1,600.000 SQUARE FEET OR 0.034 ACRE, MORE OR LESS.

AGGREGATE AREA=

THE ABOVE DESCRIBED EASEMENTS CONTAINS AN AGGREGATE AREA OF 3,728.000 SQUARE FEET OR 0.086 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 assigns as their 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 3338, Page 526, and O R Book 3338, Page 529, all in Section 22, Township 19 South, Range 24 East, Lake County, Florida.
- 7: This sketch was prepared by the City of Leesburg, Public Works Department, Survey Division, under the direction of Steven C. Davis, Electric Service Planner, for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

SECTION: 22-19-24



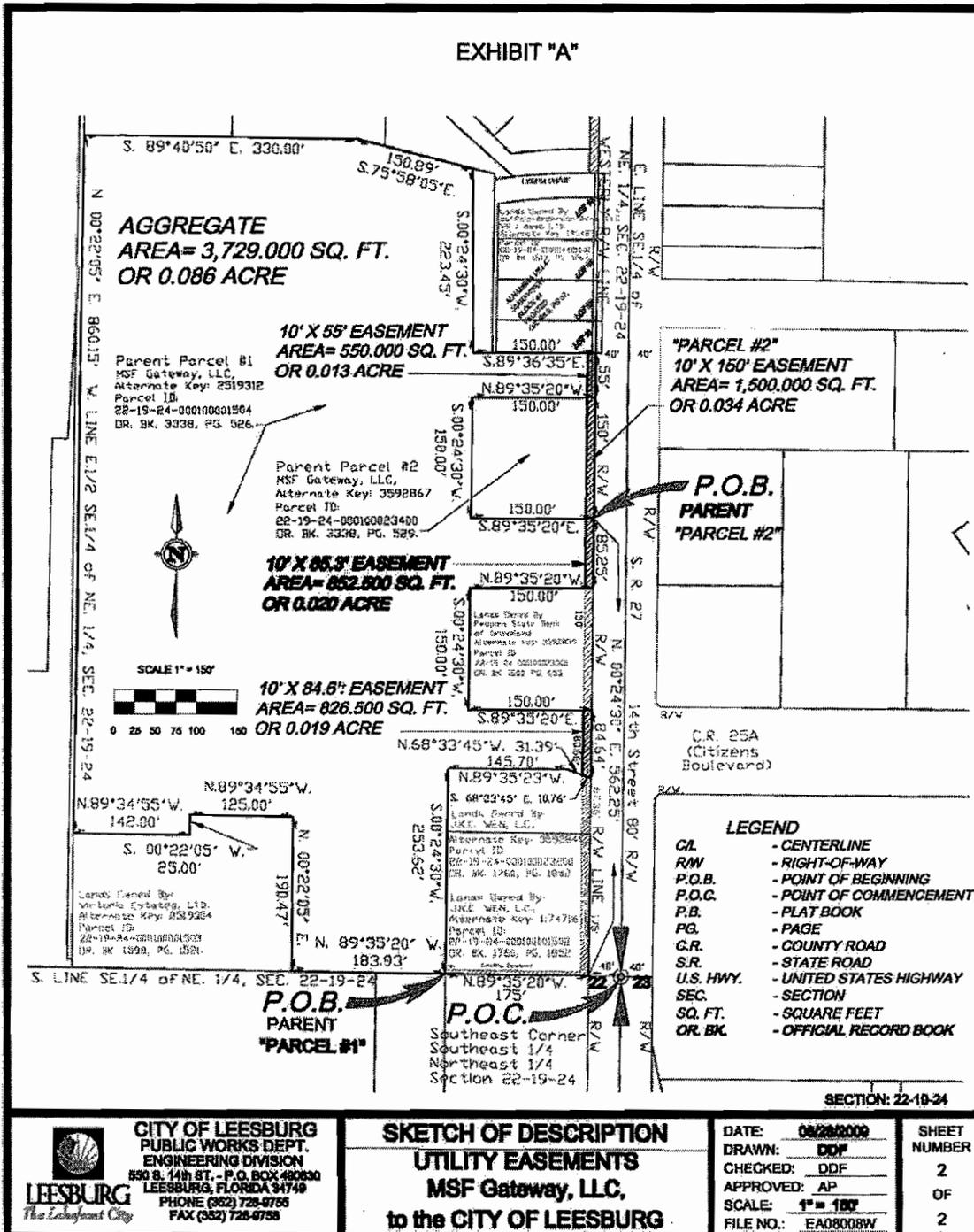
CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST., - P.O. BOX 490260
LEESBURG, FLORIDA 34749
PHONE (352) 728-6755
FAX (352) 728-6758

SKETCH OF DESCRIPTION
UTILITY EASEMENTS
MSF Gateway, LLC,
to the CITY OF LEESBURG

DATE: 08/28/2008
DRAWN: DDF
CHECKED: DDF
APPROVED: AP
SCALE: NTS
FILE NO.: EA08008W

SHEET NUMBER
1
OF
2

EXHIBIT "A"



The quality of this image is equivalent to the quality of the original document.

UTILITY EASEMENT RIDER

The provisions in this Rider are an integral part of the easement instrument ("Easement") to which it is attached, and supersede any conflicting provisions in the Easement if such conflict exists. "Grantor" means the grantor of the easement rights and any future owner of the property. "Grantee" means the grantee of the easements rights and any person attempting to exercise such rights.

- 1) This is a non-exclusive easement.
- 2) All construction, installation, operation, maintenance, repair, replacement or removal by Grantee shall be at no cost to Grantor and performed to interfere as little as possible with the use and enjoyment of the property by Grantor or other occupants or persons thereon. To effectuate this intent, Grantee among other things that may be necessary, shall provide and maintain safe vehicular or pedestrian bridges for use by Grantor's customers, agents, employees and invitees, where necessary to continue free access to stores or other areas and parking lots, keep the Grantor's property free of equipment and materials at all times, except when necessary because workmen are actively working in the easement area, and provide all safety measures.
- 3) All overhead power and communication lines in the easement area shall be installed below the ground surface and shall not be visible from the surface unless specifically indicated to the contrary herein or shown on an attached drawing.
- 4) Neither Grantor nor its successors or assigns nor persons occupying or present on the property shall be liable to Grantee for damage, if any, caused by normal use of, or vehicular or pedestrian traffic over the easement area. Normal use shall include the right of ingress and egress on and over the easement area and the right to install, operate and maintain driveway and parking lot improvements such as pavement, bumper curbs, light standards and striping.
- 6) Notwithstanding, Grantor shall have the right to use the land within the easement in any manner which does not interfere with the rights of Grantee; including without limitation, the right to pave the land and use the same as a parking lot or driveway and the right to install, maintain, replace, repair, remove and operate utility lines, such as sanitary sewers, storm sewers and gas lines. , provided, however, no building or structure shall be erected or permitted on the easement without Grantee's consent which consent Grantee agrees not to unreasonably withhold or delay.
- 7) If the easement area or any part or if Grantee's easement rights taken by eminent domain, any award for such a taking or damages paid as a result of the taking shall be the sole and exclusive property of Grantor. Grantee agrees to execute any instrument of assignment as may be required by Grantor for the recovery of damages and agrees to turn over to Owner any damage proceeds that may be recovered, but Grantee may recover for itself all damages for any items of property belonging to Grantee (such as pipes, wires, conduits and equipment of any kind) which are so taken, together with any cost related to relocation of same provided Grantor's award is not reduced thereby.