

R.

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

CFN 2009129771  
Bk 03849 Pgs 1086 - 1090 (5pgs)  
DATE: 12/08/2009 08:41:12 AM  
NEIL KELLY, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 44.00  
DEED DOC 0.70

**Utility Easement**

RESERVED FOR RECORDING

THIS EASEMENT given the 25<sup>TH</sup> day of November, 2009, by AGAINST THE WIND HOLDINGS, LLC, whose address is P.O. Box 1567, Leesburg, FL 34749, 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.

**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.

{SIGNATURES APPEAR ON FOLLOWING PAGE}

WITNESSES (two required)

GRANTOR: Against The Wind Holdings, LLC

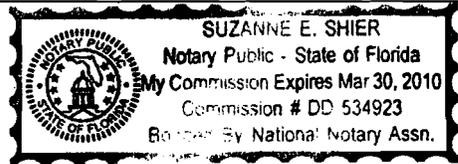
[Signature]  
Suzanne Shier  
(Type or print name of Witness)

BY: [Signature]  
GLEN C. GERKEN, Manager

[Signature]  
Jana Cini  
(Type or print name of witness)

STATE OF FLORIDA  
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared Glen C. Gerken, as Manager of Against The Wind Holdings, LLC, who acknowledged before me that he executed this instrument on the 25 day of November 2009, 2009, and who was either  personally known to me, or who  produced FL DL as identification.



[Signature]  
NOTARY PUBLIC  
Suzanne Shier  
Type or print name of Notary

Commission Number  
March 30, 2010  
Commission expiration date

**JOINDER & CONSENT OF MORTGAGEE**

The undersigned, as holder of a mortgage or other lien on the above described property, as recorded in Official Records Book 3667, Page 22, and Official Records Book 3677, Page 343, all in the Public Records of Lake County, Florida, does hereby join in and consent to the granting of the easement to the City of Leesburg, Florida, and agrees that its interest in the property shall henceforth be inferior and subordinate to the easement rights herein created.

First National Bank of Mount Dora

BY: [Signature]  
ANDREW KURTZ, Loan Officer  
Type or print name and position or title

STATE OF FL  
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared Andrew Kurtz, the \_\_\_\_\_, the \_\_\_\_\_ of First National Bank of Mount Dora, who acknowledged before me that (s)he executed this instrument on the 25 day of November, 2009, and who was either  personally known to me, or who  produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Suzanne Shier  
Type or print name of Notary



Commission Number \_\_\_\_\_  
March 30, 2010  
Commission expiration date



**EXHIBIT "A"**

**PARENT PARCEL: OR. BOOK 3667, PAGE 0021, TO WIT;**

BEGIN AT A POINT 60.00 FEET WEST AND 40.00 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN THENCE NORTH ALONG THE WEST RIGHT OF WAY LINE OF U. S. HIGHWAY 27-441, THE DISTANCE OF 130.00 FEET; THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 16, THE DISTANCE OF 120.00 FEET; THENCE SOUTH AND PARALLEL TO THE FIRST LINE, 130.00 FEET TO THE NORTH RIGHT OF WAY LINE OF GRIFFIN ROAD; THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF GRIFFIN ROAD 120.00 FEET TO THE POINT OF BEGINNING.

**DESCRIPTION : 10' UTILITY EASEMENT**

A 10.00 FEET WIDE, PERPENDICULAR MEASURE, PARCEL OF LAND LYING SOUTHERLY OF AND CONTIGUOUS WITH THE NORTHERLY LINE OF THE ABOVE DESCRIBED PARENT PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 3667, PAGE 0021, SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

THE ABOVE DESCRIBED EASEMENT CONTAINS 1,200.000 SQUARE FEET OR 0.028 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 assigne's 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 3667, page 0021, Section 16, 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: 16-19-24



**CITY OF LEESBURG**  
PUBLIC WORKS DEPT.  
ENGINEERING DIVISION  
800 S. 14th ST. - P.O. BOX 400320  
LEE SBURG, FLORIDA 34748  
PHONE (352) 728-6785  
FAX (352) 728-6878

**SKETCH OF DESCRIPTION**  
**10' UTILITY EASEMENT**  
Against the Wind Holdings LLC,  
to the CITY OF LEESBURG

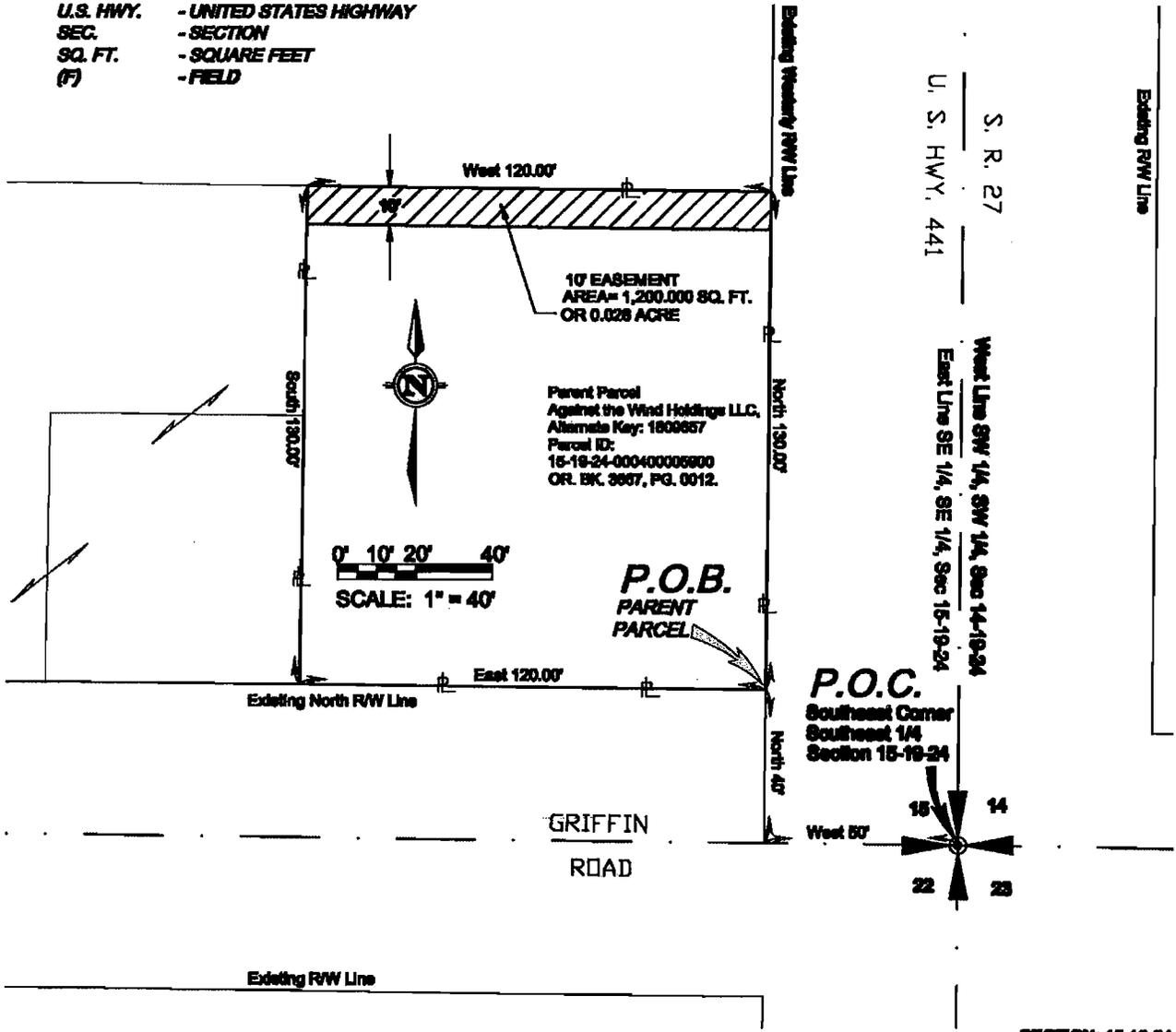
DATE: 09/22/2009  
DRAWN: DDF  
CHECKED: DDF  
APPROVED: AP  
SCALE: NTS  
FILE NO.: EA09011

SHEET  
NUMBER  
1  
OF  
2

# EXHIBIT "A"

## LEGEND

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



**CITY OF LEESBURG**  
PUBLIC WORKS DEPT.  
ENGINEERING DIVISION  
800 S. 14th ST. - P.O. BOX 400880  
LEEBSBURG, FLORIDA 33449  
PHONE (352) 728-8795  
FAX (352) 728-8878

**LEEBSBURG**  
The Lakefront City

**SKETCH OF DESCRIPTION**  
**10' UTILITY EASEMENT**  
**Against the Wind Holdings LLC,**  
**to the CITY OF LEESBURG**

DATE:	09/29/2000
DRAWN:	DDF
CHECKED:	DDF
APPROVED:	AP
SCALE:	1" = 40'
FILE NO.:	EA08011

SHEET NUMBER	2
OF	2

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