

This instrument prepared by
and return to:
Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (“Easement Agreement”) is executed and effective this _____ day of _____, 2020, by and between **BGC Developer Hidden Lakes, LLC**, a Florida limited liability company (hereinafter referred to as the “Grantor”), with a mailing address of 9791 West Sample Road, Coral Springs, Florida 33065, and **West Manatee Fire and Rescue District**, an independent special fire district under the laws of the State of Florida (hereinafter, the “Grantee”), with a mailing address of P.O. Box 14028, Bradenton, Florida 34280.

RECITALS:

WHEREAS, Grantee is the owner of certain real property located at 701 63rd Street West in Bradenton, Florida (hereinafter, “Grantee’s Property”), which Grantee plans to develop; and

WHEREAS, Grantor is the owner of certain real property located adjacent to and to the west of Grantee’s Property (hereinafter, “Grantor’s Property”); and

WHEREAS, Grantor has existing utilities infrastructure located on Grantor’s Property including infrastructure for providing sanitary sewer services for the benefit of Grantor’s Property; and

WHEREAS, Grantee desires to connect to the sanitary sewer infrastructure located on Grantor’s Property in order to provide sanitary sewer services to Grantee’s Property; and

WHEREAS, the parties have agreed to enter into this Easement Agreement providing for the connection of the sanitary sewer services infrastructure on Grantee’s Property to the sanitary sewer services infrastructure on Grantor’s Property, over and across the Easement Area, as shown on Exhibit “A” attached hereto, according to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are hereby acknowledged to be true and correct and are incorporated herein and made a part hereof by this reference.
2. **EASEMENT AREA.** The Easement Area, as referenced herein, consists of the property situated in Manatee County, Florida, more particularly described and depicted as the "Utility Easement" in Exhibit "A" attached hereto and incorporated herein by reference.
3. **GRANT OF EASEMENT.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive easement for the provision of utilities related to sanitary sewer services in, upon, under, over, across and through the Easement Area for the benefit of the Grantee's Property. Such rights shall include, but not be limited to, the perpetual right for Grantee, its employees, contractors, sub-contractors, agents, successors, and assigns to enter upon said easement at all times and construct, lay, reconstruct, operate, maintain, inspect, remove, or repair all lines, mains, pipes, fixtures, ditches, accessories, and all appurtenances thereto for the purpose of providing sanitary sewer services to serve the improvements on Grantee's Property. Further, this Easement Agreement provides the right of Grantee to connect its sanitary sewer services to Grantor's sanitary sewer services. The easement granted hereunder shall be subject to the terms and conditions of any permits existing from time to time. All construction plans and installation or maintenance of the sanitary sewer services infrastructure by Grantee in the Easement Area shall be reviewed and permitted as necessary by the appropriate agencies with jurisdiction. Grantee shall maintain the sanitary sewer infrastructure installed by Grantee in the Easement Area at its expense in conformity with all rules, regulations, ordinances and laws. Grantee shall be solely responsible for restoring the Easement Area to the same condition as it was prior to Grantee commencing any construction or maintenance activities in the Easement Area. The Grantor hereby covenants with the Grantee and warrants that it is lawfully seized of said land in fee simple; that it has good, right, and lawful authority to sell and convey the said easement, and that the Easement Area is free of all liens, mortgages and encumbrances of every kind except for real property taxes not delinquent.

4. **COOPERATION.** Both Grantor and Grantee shall, to the extent reasonably necessary, cooperate with each other and the applicable regulatory or governmental authorities to obtain all necessary approvals, permits and modifications to accommodate the construction activities for the sanitary sewer infrastructure in the Easement Area and the connection of the Grantee's sanitary sewer system to Grantor's sanitary sewer system.
5. **MODIFICATIONS.** Any modification of this Easement Agreement shall be binding only if evidenced in a written instrument signed by each party or an authorized representative of a party in appropriate format for filing of public record. The foregoing shall not prevent a party in interest from placing additional covenants, conditions, restrictions and easements on the lands encumbered by this Easement Agreement provided they are not in direct conflict with this Easement Agreement.
6. **GOVERNING LAW; RESOLUTION OF DISPUTES.** In the event of any controversy, claim or dispute relating to this Easement Agreement or its breach, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees and costs. This Easement Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Easement Agreement shall be exclusively in the circuit court in and for Manatee County, Florida. The parties hereby irrevocably waive any right they may have to a trial by jury.
7. **SEVERABILITY.** If any term or provision of this Easement Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term and provision of this Easement Agreement shall be valid and enforced to the fullest extent permitted by law.
8. **NOTICE.** Any notice to be delivered hereunder shall be in writing and deemed to be delivered, five (5) days after being deposited with the U.S. Postal Service, postage prepaid, registered or certified mail, return receipt requested, or the next business day (not a Saturday, Sunday or federally recognized holiday) after being sent by a nationally known overnight delivery service, addressed to the party at the addresses appearing in this Easement Agreement (as such address may be changed from time to time upon written notice to all parties).

9. COVENANT TO RUN WITH THE LAND. This Agreement shall run with the land as to each the Grantee's Property and the Grantor's Property, including the Easement Area, and be binding upon and inure to the benefit of the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year set forth below their respective signatures.

Signed, sealed and delivered

Grantor:

in the presence of:

BGC Developer Hidden Lakes, LLC, a Florida limited liability company

Print name: _____

By: _____

Print name: _____

Print Name _____,

its _____

Date of Execution: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, as _____ of BGC Developer Hidden Lakes, LLC, a Florida limited liability company, on behalf of said entity. He/She is [_____] personally known to me or [_____] has produced _____ as identification.

Notary Public

Print Name _____

My Commission Expires _____

Grantee:

West Manatee Fire and Rescue District, a special taxing district of the of the State of Florida

Signed, sealed and delivered
in the presence of:

Print name: _____

Print name: _____

By: _____

Print Name: _____

Title: _____

Date of Execution: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, as _____ of the West Manatee Fire and Rescue District, a special taxing district of the State of Florida, on behalf of said entity. He/She is [] personally known to me; or [] has produced _____ as identification.

Notary Public

Print Name _____

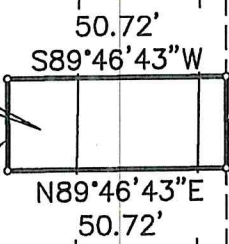
My Commission Expires _____

EXHIBIT "A"

Description and Sketch of the Easement Area

Z:\MASTER DRAWING-C3D-SURV\BOUNDARY & TOPOWEST MANATEE FIRE RESCUE\WMFR-SK.dwg, 4/30/2020 10:13:21 AM, tonya, 1:40

UTILITY EASEMENT
1,014 S.F. ±
0.02 ACRES ±



N00°13'17\"/>

S00°13'17\"/>

P.O.B.



NOT TO SCALE
SKETCH OF DESCRIPTION
NOT A SURVEY

BEARINGS ARE BASED ON THE
WEST LINE OF THE SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP
34 SOUTH, 17 EAST BEING N00°13'17\"/>

PRIVATE ROAD
(ASPHALT PAVEMENT - WIDTH VARIES)

WEST LINE OF THE
SOUTHEAST 1/4 OF
THE SOUTHWEST 1/4

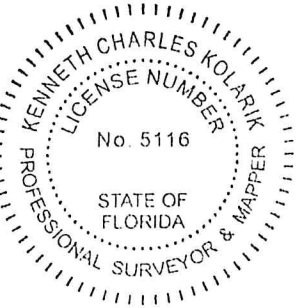
LANDS OF
WEST MANATEE FIRE
RESCUE DISTRICT
(OFFICIAL RECORDS
INSTRUMENT
#201941096389)

SOUTHWEST CORNER OF
OFFICIAL RECORDS INSTRUMENT
#201941096389

BLOCK A

ELMCO HEIGHTS, SECTION TWO
(PLAT BOOK 12, PAGE 96)

LOT 19



POINT OF COMMENCEMENT
SOUTHWEST CORNER OF
THE SOUTHEAST 1/4 OF
THE SOUTHWEST 1/4 OF
SECTION 29, TOWNSHIP
34 SOUTH, RANGE 17 EAST

LEGEND	
P.O.B.	= POINT OF BEGINNING
S.F.	= SQUARE FEET
±	= MORE OR LESS
o	= ANGLE POINT ONLY, NO CORNER SET OR FOUND

REFER TO SHEET 1 OF 2 FOR THE DESCRIPTION
NOT VALID WITHOUT THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 10796.1

SHEET NUMBER 2 OF 2

FOLEY / KOLARIK, INC.

Consulting Engineers, Surveyors and Planners

503 8th Avenue West • Palmetto, Florida 34221 • (941) 722-4561




DESCRIPTION: UTILITY EASEMENT

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 34 SOUTH, RANGE 17 EAST; THENCE N00°13'17"W, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 133.00 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT 201941096389, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE CONTINUE N00°13'17", ALONG SAID WEST LINE OF THE SE 1/4 OF THE SW 1/4 AND THE WEST LINE OF SAID CERTAIN PARCEL OF LAND, A DISTANCE OF 128.62 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N00°13'17"W, ALONG SAID WEST LINES, A DISTANCE OF 20.00 FEET; THENCE S89°46'43"W, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 50.72 FEET; THENCE S00°13'17"E, 20.00 FEET; THENCE N89°46'43"E, A DISTANCE OF 50.72 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 29, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 1,014 SQUARE FEET (0.02 ACRES), MORE OR LESS.

APRIL 30, 2020
DATE OF CERTIFICATE


Kenneth C. Kolarik
KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5116

REFER TO SHEET 2 OF 2 FOR THE SKETCH
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 2241
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 10796.1

SHEET NUMBER 1 OF 2

FOLEY / KOLARIK, INC.
Consulting Engineers, Surveyors and Planners
503 8th Avenue West • Palmetto, Florida 34221 • (941) 722-4561

