

PROJECT: Basin 305 Pump Stations
PUMP STATIONS: 305.01
TAX IDENTIFICATION #: 00393600007

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on this _____ day of _____, 2021, by and between **DIAJEFF LLC**, a Delaware limited liability company, and **ALISAN LLC**, a Delaware limited liability company, each as to an undivided ½ interest, (hereinafter collectively referred to as "Owner"), whose mailing address is 185 NW Spanish River Blvd, Boca Raton, FL 33431-4227 and the **BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AS THE GOVERNING BODY OF COLLIER COUNTY AND AS EX-OFFICIO THE GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT**, (hereinafter referred to as "Purchaser"), whose mailing address is 3335 Tamiami Trail East, Suite 101, Naples, Florida 34112.

WHEREAS, Purchaser requires a perpetual, non-exclusive easement for the purpose of constructing, operating, maintaining, and repairing a pump station and related facilities over, under, upon and across the lands described in Exhibit "A" (hereinafter referred to as the "Easement"), which is attached hereto and made a part of this Agreement;

WHEREAS, Owner desires to convey the Easement to Purchaser for the stated purposes, on the terms and conditions set forth herein; and

WHEREAS, Purchaser has agreed to compensate Owner for conveyance of the Easement;

NOW THEREFORE, in consideration of these premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, it is agreed by and between the parties as follows:

1. Owner shall convey the Easement to Purchaser for the sum of **One Thousand Two Hundred and Sixty-Three dollars (\$1,263.00)**, payable by County Warrant (said transaction hereinafter referred to as the "Closing"). Said payment shall be full compensation for the Easement conveyed, including all landscaping, trees, shrubs, improvements, and fixtures located thereon, and for any damages resulting to Owner's remaining lands, and for all other damages in connection with conveyance of said Easement to Purchaser, subject to Purchaser's obligations under the Easement.
2. This Agreement shall be null and void, and of no further force or effect, unless Closing shall occur within sixty (60) days from the date Purchaser executes this Agreement. At Closing, Purchaser shall deliver the County Warrant to Owner and Owner shall deliver the conveyance instrument to Purchaser in a form acceptable to Purchaser.
3. Owner is aware and understands that the "offer" to purchase represented by this Agreement is subject to acceptance and approval by the Board of County Commissioners of Collier County, Florida.



4. Purchaser shall pay for all costs of recording the conveyance instrument in the Public Records of Collier County, Florida. All other costs associated with this transaction including but not limited to transfer, documentary and intangible taxes, and recording costs for any curative instruments shall be borne and paid by Purchaser. The cost of a title commitment shall be paid by Purchaser.
5. This Agreement and the terms and provisions hereof shall be effective as of the date this Agreement is executed by both parties and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, successor trustees, and/or assignees, whenever the context so requires or admits.
6. Conveyance of the Easement by Owner is contingent upon no other provisions, conditions, or premises other than those so stated above; and the written Agreement, including all exhibits attached hereto, shall constitute the entire Agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.
7. If the Owner holds the property underlying the Easement in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever for others, Owner shall make a written public disclosure, according to Chapter 286, Florida Statutes, under oath, of the name and address of every person having a beneficial interest in the property underlying the Easement before the Easement held in such capacity is conveyed to Purchaser, its successors and assigns. (If the corporation is registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public, it is hereby exempt from the provisions of Chapter 286, Florida Statutes.)
8. This Agreement is governed and construed in accordance with the laws of the State of Florida.
9. Purchaser agrees to do and shall do the following:
 - a) Provide Owner and occupants with advance notice of construction activities whenever reasonably feasible and shall conduct activities as to minimize interference with the business operations of Owner and occupants;
 - b) At its sole expense, repair damages to any area of the premises adjacent to the Easement caused by Purchaser's activities and restore such premises to its condition prior to undertaking of such activities, including but not limited to restoration of improvements and backfilling of any excavated land;
 - c) Not unreasonably interfere with vehicular ingress or egress to Owner's land, nor use the Easement area or adjacent premises to store materials, machinery or equipment in a manner that impedes visibility to vehicles or pedestrians to creates a safety hazard;
 - d) Accept the Easement area in its current "AS-IS" condition without further representation or warranty of any kind whatsoever, express or implied, made by Owner, and release and discharge Owner from any claim, cause of action, demand, expense, or liability whether known or unknown, foreseen or unforeseen, connected with the Easement area, including without limitation, the condition of the soils, except as specifically set forth in this agreement;

- e) Perform all activity necessary to prepare the Easement area for the facilities, at its sole expense, and obtain any necessary approvals prior to such preparations; and
- f) Add Owner, Kin Properties Inc. (as managing agent of Owner), and their agents as additional insured under Purchaser's liability policies. All insurance carried by Purchaser must be primary and non-contributory to that which may be carried by Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2021.

Date Easement acquisition approved by BCC: _____

AS TO PURCHASER:

DATED: _____

ATTEST:

CRYSTAL K. KINZEL, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA, AS THE
GOVERNING BODY OF COLLIER
COUNTY AND AS EX-OFFICIO THE
GOVERNING BOARD OF THE COLLIER
COUNTY WATER-SEWER DISTRICT

, Deputy Clerk

BY: _____
PENNY TAYLOR, Chairman

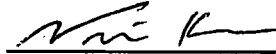
Approved as to form and legality:

Jennifer A. Belpedio, Assistant County Attorney

JoB
3/5/21

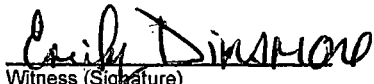


AS TO OWNER:



Witness (Signature)

Nicole Kaplan
Name (Print or Type)

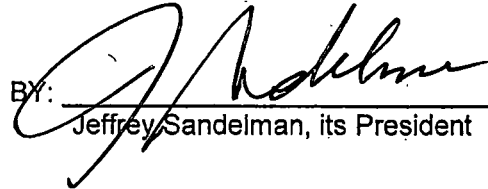


Witness (Signature)

Emily Dinsmore
Name (Print or Type)

DIAJEFF LLC, a Delaware limited liability company AND ALISAN LLC, a Delaware limited liability company, each as to an undivided 1/2 interest

BY: KINSAN MANAGEMENT CORPORATION,
a Delaware corporation

BY: 

Jeffrey Sandelman, its President

EXHIBIT "A"
Page 1 of 1

GRAPHIC SCALE



(IN FEET)
1 inch = 10' ft.

**PALM DRIVE
THE GLADES UNIT 1
P.B. 10 PGS. 82 AND 83**

U.S. 41, TAMiami TRAIL

POINT OF COMMENCEMENT

S39°05'20"E
1242.00'

LANDS DESCRIBED
IN O.R.B. 4971
PGS. 3030-3031

POINT OF BEGINNING

N50°54'40"E 310.00'

LANDS DESCRIBED IN
O.R.B. 3999 PGS. 0245-0250

LANDS DESCRIBED
IN O.R.B. 4343
PGS. 1170-1173

N50°54'40"E 25.59'

S50°54'40"W 25.59'

EASEMENT DESCRIBED IN
O.R.B. 1176 PGS. 2197-2199

DESCRIPTION:

Being a portion of Section 13, Township 50 South, Range 25 East, Collier County, Florida being more particularly described as follows:

NOTES

1. This is not a survey.
2. No easement search or abstracting was done by the surveyor and note should be taken that this property is subject to any facts that may be revealed under a full and accurate title search.
3. Unless otherwise indicated, all existing easements shown hereon are based on plat.
4. Not other persons or entities other than those listed as exclusive users may rely on this sketch & description.
5. All dimensions are in feet and decimals thereof, unless otherwise noted.
6. Subject to easements, reservations, and restrictions of record.

Commencing at the intersection of the Right-of-Way line of U.S. 41 (Tamiami Trail) with the Southeasterly Right-of-Way line of Palm Drive as shown on the recorded plat of The Glades Unit One as recorded in Plat Book 10, Pages 82 and 83 of the Public Records of Collier County, Florida; thence run South 39°05'20" East, along the Northerly Right of Way Line of U.S. 41, for a distance of 1242.00 feet to the westerly most corner of those lands described in Official Records Book 3999 at Pages 0245 through 0250 of the Public Records of Collier County Florida; thence run North 50°54'40" East along the northwesterly line of said described lands for a distance of 310.00 feet to the westerly most corner of the easement described in Official Records Book 1176 at Pages 2197 through 2199 of the Public Records of Collier County, Florida and the Point of Beginning; thence run North 38°19'08" West, for a distance of 6.00 feet; thence run North 50°54'40" East for a distance of 25.59 feet; thence run South 38°19'08" East for a distance of 6.00 feet to its intersection with the northwesterly line of said described easement; thence run South 50°54'40" West, along the northwesterly line of said described easement; for a distance of 25.59 feet to the Point of Beginning. Containing 153.53 square feet or .004 acres more or less.

For the Exclusive Use Of:
COLLIER COUNTY BOARD OF
COUNTY COMMISSIONERS

David J. Hyatt Digitally signed by David
J. Hyatt PSM #5834
PSM #5834 Date: 2019.05.29 10:15:55
-04'00'

David J. Hyatt, PSM,
Florida License No. 5834
Not valid without the signature and
original seal of the Florida Licensed
Professional Surveyor and Mapper
Certificate of Authorization #7705.

MARCO SURVEYING & MAPPING
A LIMITED LIABILITY COMPANY
MARCO SURVEYING & MAPPING
850 NORTH COLLIER BOULEVARD
SUITE 412
MARCO ISLAND, FLORIDA 34145
(239) 389-0026
WWW.MARCOSURVEYS.COM

Sketch & Description

A Portion of Section 13
Township 50 South, Range 25 East
Collier County, Florida

CLIENT: Collier County Board of County Commissioners					
PROJECT #: P461		SUB-PROJECT: PS 305.01			
DRAFTED BY:	DATE	SCALE	NO NUMBER	SHEET #	DRAWING NO.
DH	5-2019	1"=10'	17-319	1 of 1	1-120