

## UTILITY EASEMENT

THIS UTILITY EASEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **DIAJEFF LLC**, a Delaware limited liability company, **AND ALISAN LLC**, a Delaware limited liability company, each as to an undivided ½ interest, whose mailing address is c/o Kin Properties, Inc., 185 NW Spanish River Blvd, Suite 100, Boca Raton, FL 33431-4227, (hereinafter collectively referred to as Grantor), to 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**, whose mailing address is 3335 Tamiami Trail East, Suite 101, Naples, FL 34112, its successors and assigns, as Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors or assigns.)

### WITNESSETH:

Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, grants, bargains and sells unto the Grantee, its successors and assigns, a perpetual, non-exclusive easement, license, and privilege for utility, access and maintenance purposes, on the following described lands located in Collier County, Florida, to wit:

See attached Exhibit "A" which is incorporated herein by reference.

Subject to easements, restrictions, and reservations of record.

**THIS IS NOT HOMESTEAD PROPERTY.**

TO HAVE AND TO HOLD the same unto the Grantee together with the right to enter upon said land, excavate, and place or remove materials including, but not limited to, utility lines and pipes, and other equipment or improvements appurtenant thereto or thereunder for the purpose of constructing, operating, maintaining, and accessing utility facilities thereon. Grantor and Grantee are used for singular or plural, as the context requires. The easements granted herein shall constitute easements running with the land and shall burden the lands described above.

ADDITIONALLY, Grantee agrees to do and shall do the following:

- a) Provide Grantor and occupants with advance notice of construction activities whenever reasonably feasible and shall conduct activities as to minimize interference with the business operations of Grantor and occupants;
- b) At its sole expense, repair damages to any area of the premises adjacent to the Easement caused by Grantee'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 Grantor'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 create 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 Grantor, and release and discharge Grantor 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 Grantor, Kin Properties Inc. (as managing agent of Grantor), and their agents as additional insured under Grantee's liability policies. All insurance carried by Purchaser must be primary and non-contributory to that which may be carried by Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the date and year first above written.

[Signature]  
Witness (Signature)

Nicole Kaplan  
Name (Print or Type)

[Signature]  
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, its manager

BY: [Signature]  
Jeffrey Sandelman, its President

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing Utility Easement was acknowledged before me by means of  physical presence or  online notarization this 18<sup>th</sup> day of March, 2021 by Jeffrey Sandelman, as its President, on behalf of Kinsan Management Corporation, a Delaware corporation, as Manager, of Diajeff LLC, a Delaware limited liability company, and Alisan LLC, a Delaware limited liability company. Such person(s) Notary Public must check applicable box:

- are personally known to me.
- produced her current driver license.
- produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
Printed Name of Notary: Celeste M. Orkins  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Approved as to form and legality:  
Jennifer A. Belpedio, Assistant County Attorney

SAB  
3/15/21  
2



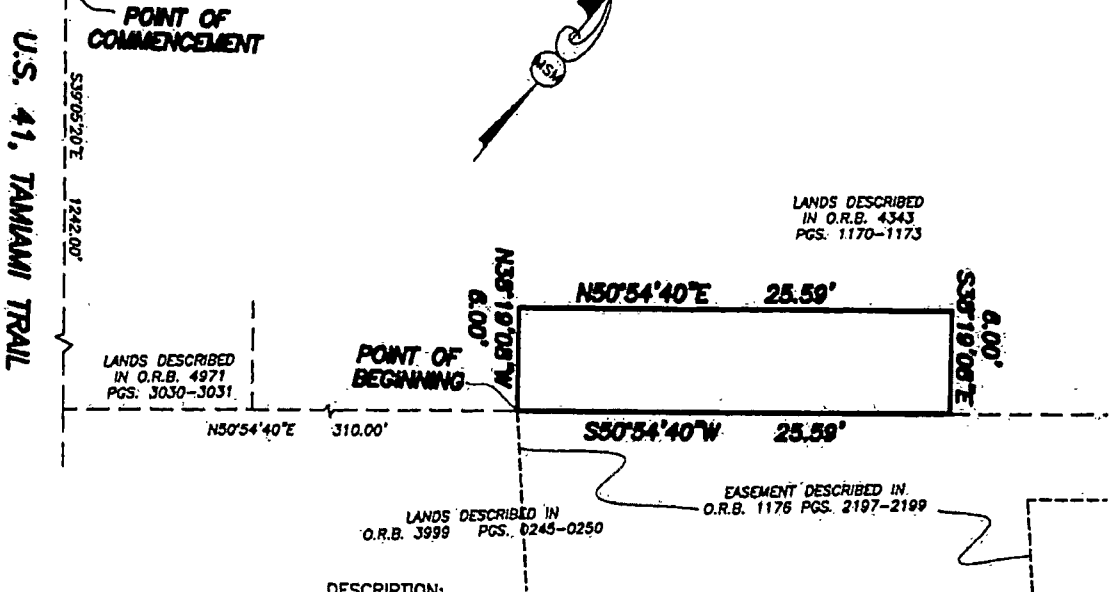
**EXHIBIT "A"**  
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**GRAPHIC SCALE**



( IN FEET )  
1 inch = 10' ft.

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



**DESCRIPTION:**

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

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.

**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.

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

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

**David J. Hyatt**  
PSM #5834

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 LICENSED LIABILITY COMPANY  
MARCO SURVEYING & MAPPING  
950 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	WO NUMBER	SHEET #	DRAWING NO.
DH	5-2019	1"=10'	17-319	1 of 1	1-120