

Prepared by and Return to:
Hernando County Attorney's Office
20 North Main Street
Brooksville, Florida 34601

PERPETUAL UTILITY EASEMENT

THIS EASEMENT, made this 6TH day of JANUARY, 2023, between Linda A. Hartwell, property owner(s), whose address is 212 North Rd. White Plains NY 10603, hereinafter referred to as the "Grantor", and **Hernando County Water and Sewer District**, a body corporate and politic of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604, hereinafter referred to as the "Grantee":

WITNESSETH:

The Grantor in consideration of the sum of ten dollars and no cents (\$10.00) and other good and valuable consideration in hand paid by the said Grantee to the Grantor, receipt whereof is hereby acknowledged, has granted, quitclaimed and conveyed unto the said Grantee, its successors and assigns forever, a Perpetual Utility Easement and right-of-way, hereinafter referred to as the "Easement", for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and/or maintaining public utility facilities in, upon, under, over, across and through the following described land in the County of Hernando, State of Florida, to wit:

See **Exhibits "A" and "B"** (legal description and sketch consisting of 2 sheets) attached hereto and made a part hereof by reference.

Parcel ID Number: R18 222 18 4325 0000 0380/W.W./Lazy Days Ct, Lot 38

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted, so long as the land is restored to as good or better condition than originally found upon completion of construction or maintenance.

Grantor covenants to the Grantee that it is lawfully seized of said land and that it has good, right and lawful authority to grant this Easement.

Grantor hereby covenants and agrees that the Grantor shall not locate, place, construct, install, create, permit or allow any buildings or permanent structures or obstacles (including but not limited to landscaping, trees, fences and walls) within the Easement and the Grantor shall not interfere with the Grantee's utility facilities within the Easement.

Grantor further covenants to indemnify and hold harmless Grantee from any and all damages and injuries, whether to persons or property, resulting from interference with the Grantee's utility facilities by the Grantor or its officers, directors, employees, agents, guests, heirs, successors, or assigns.

This Easement shall be recorded in the Public Records of Hernando County, Florida.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly signed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Grantor(s):

Linda A. Hartwell
Linda A. Hartwell

(Signature of two Witnesses required by Florida Law)

Witness: Edward Robinson

Print Name: Edward Robinson

Witness: Marguerite Robinson

Print Name: Marguerite Robinson

STATE OF ~~FLORIDA~~ NEW YORK
COUNTY OF Westchester

The foregoing instrument was acknowledged before me this 6th day of JANUARY, 2023, by LINDA A. HARTWELL who are personally known to me or have produced NEW YORK STATE as identification.

DRIVERS LICENSE
Karen Pollard
Signature of Notary
Print Name: KAREN POLLARD
Notary Public, State of Florida - NEW YORK
Commission No. 01P05063718
My Commission expires: 8/12/2026

(NOTARY SEAL)

KAREN POLLARD
Notary Public, State of New York
No. 01P05063718
Qualified in Westchester County
Commission Expires August 12, 2026

Prepared by and Return to:
Hernando County Attorney's Office
20 North Main Street
Brooksville, Florida 34601

PERPETUAL UTILITY EASEMENT

THIS EASEMENT, made this 17 day of January, 2023, between Mark C. Watson / Tina M. Watson, property owner(s), whose address is 10138 Lazy Days Ct. Weeki Wachee FL, 34613, hereinafter referred to as the "Grantor", and **Hernando County Water and Sewer District**, a body corporate and politic of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604, hereinafter referred to as the "Grantee":

WITNESSETH:

The Grantor in consideration of the sum of ten dollars and no cents (\$10.00) and other good and valuable consideration in hand paid by the said Grantee to the Grantor, receipt whereof is hereby acknowledged, has granted, quitclaimed and conveyed unto the said Grantee, its successors and assigns forever, a Perpetual Utility Easement and right-of-way, hereinafter referred to as the "Easement", for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and/or maintaining public utility facilities in, upon, under, over, across and through the following described land in the County of Hernando, State of Florida, to wit:

See **Exhibits "A" and "B"** (legal description and sketch consisting of 2 sheets) attached hereto and made a part hereof by reference.

Parcel ID Number: R18 222 18 4325 0000 0370

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted, so long as the land is restored to as good or better condition than originally found upon completion of construction or maintenance.

Grantor covenants to the Grantee that it is lawfully seized of said land and that it has good, right and lawful authority to grant this Easement.

Grantor hereby covenants and agrees that the Grantor shall not locate, place, construct, install, create, permit or allow any buildings or permanent structures or obstacles (including but not limited to landscaping, trees, fences and walls) within the Easement and the Grantor shall not interfere with the Grantee's utility facilities within the Easement.

Grantor further covenants to indemnify and hold harmless Grantee from any and all damages and injuries, whether to persons or property, resulting from interference with the Grantee's utility facilities by the Grantor or its officers, directors, employees, agents, guests, heirs, successors, or assigns.

This Easement shall be recorded in the Public Records of Hernando County, Florida.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly signed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Grantor(s):

(Signature of two Witnesses required by Florida Law)

Mark E. Watson
Tina M. Watson

Witness: [Signature]

Print Name: Kaitlyn Fratanni

Witness: [Signature]

Print Name: Destiny Shea

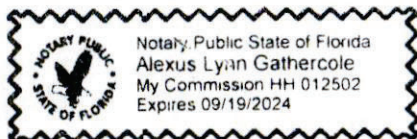
STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 17th day of January, 2023, by Mark & Tina Watson, who are personally known to me or have produced Driver License, as identification.

[Signature]

Signature of Notary
Print Name: Alexus Lynn Gathercole
Notary Public, State of Florida
Commission No. HH 012502
My Commission expires: 09/19/2024

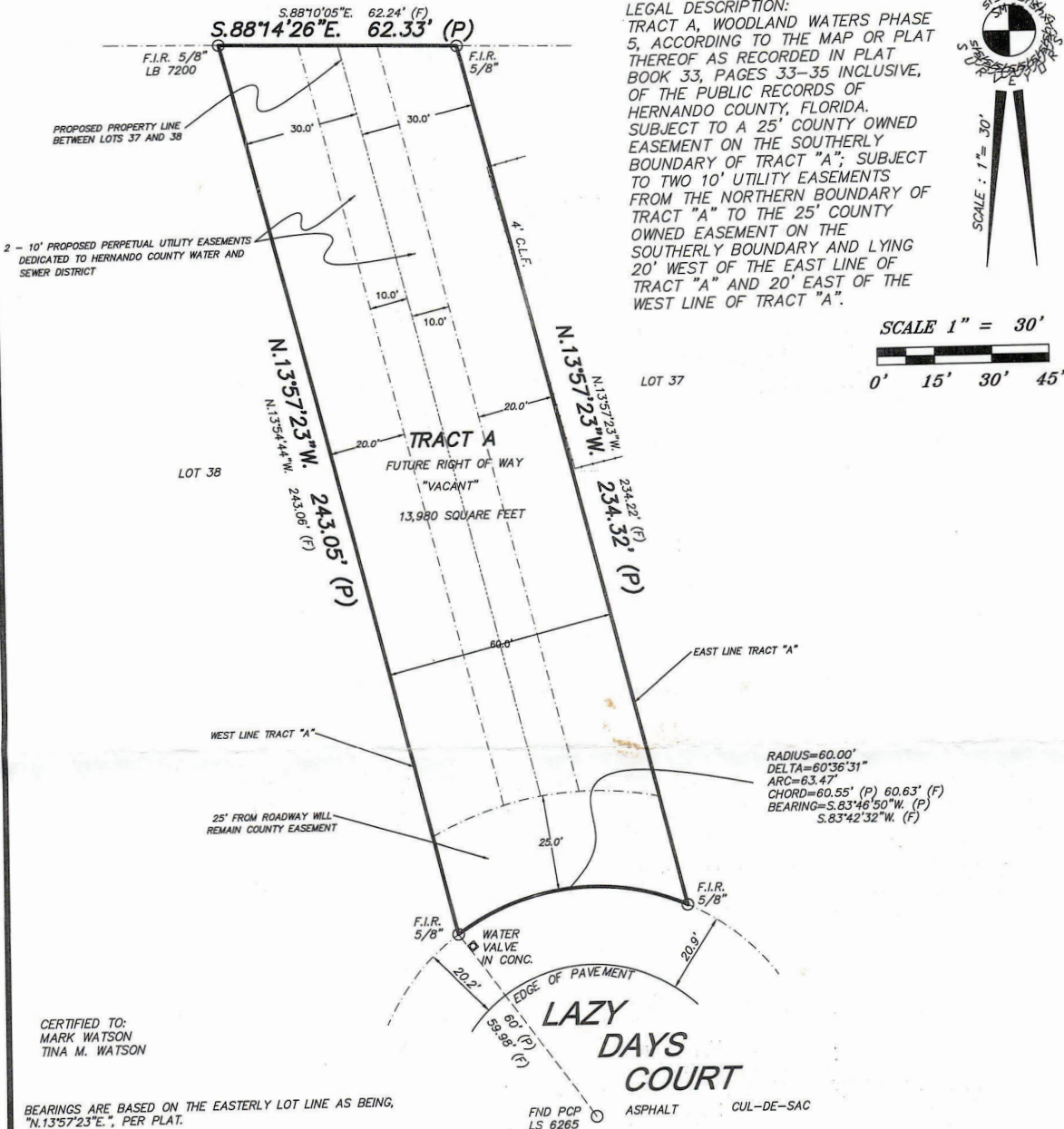
(NOTARY SEAL)



BOUNDARY SURVEY

SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA

KEY #539091



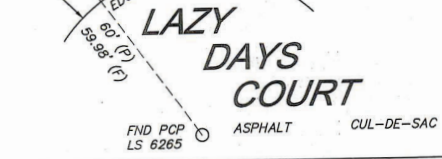
LEGAL DESCRIPTION:
TRACT A, WOODLAND WATERS PHASE 5, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 33-35 INCLUSIVE, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA. SUBJECT TO A 25' COUNTY OWNED EASEMENT ON THE SOUTHERLY BOUNDARY OF TRACT "A"; SUBJECT TO TWO 10' UTILITY EASEMENTS FROM THE NORTHERN BOUNDARY OF TRACT "A" TO THE 25' COUNTY OWNED EASEMENT ON THE SOUTHERLY BOUNDARY AND LYING 20' WEST OF THE EAST LINE OF TRACT "A" AND 20' EAST OF THE WEST LINE OF TRACT "A".

SCALE 1" = 30'
0' 15' 30' 45'

RADIUS=60.00'
DELTA=60°36'31"
ARC=63.47'
CHORD=60.55' (P) 60.63' (F)
BEARING=S.83°46'50"W. (P)
S.83°42'32"W. (F)

CERTIFIED TO:
MARK WATSON
TINA M. WATSON

BEARINGS ARE BASED ON THE EASTERLY LOT LINE AS BEING, "N.13°57'23"E.", PER PLAT.



Legend

PC	:Point of Curvature	(P)	:Plat
PT	:Point of Tangency	(D)	:Deed
PRC	:Point of Reverse Curvature	(Desc)	:Description
PCC	:Point of Compound Curvature	(C)	:Calculation
P.I.	:Point of Intersection	(F)	:Field Measured
SIR	:Set Capped Iron Rod 1/2" #6962	SEC.	:Section
FIR	:Found Iron Rod	TWP.	:Township
FIP	:Found Iron Pipe	RGE.	:Range
FCM	:Found Concrete Monument	C/L	:Centerline
S.C.M.	:Set Concrete Monument	A/C	:Air Conditioner
SET DISK	:Set P-K Nail & Disk	O/A	:Overall
FND DISK	:Found P-K Nail & Disk	CONC.	:Concrete
FND RRS	:Found Railroad Spike	A.P.O.	:A Part Of
WCF	:No Corner Found or Set	COV.	:Covered
PRM	:Permanent Reference Monument	MAS.	:Masonry
O/H	:Overhead Wires	RES.	:Residence
C.L.F.	:Chain Link Fence	P.B.	:Plat Book
C.O.B.	:Point of Beginning	PG.	:Page
P.O.C.	:Point of Commencement	TYP.	:Typical
P-K	:Parker-Kalon	W.F.	:Wood Fence
O.R.B.	:Official Records Book	EL.	:Elevation
V.G.	:Concrete Valley Gutter	ASPH.	:Asphalt
TBM	:Temporary Benchmark	W.C.	:Witness Corner
BM	:Benchmark	R/W	:Right Of Way
UP	:Power/Utility Pole	ESMT.	:Easement
PSM	:Professional Surveyor & Mapper	S/W	:Sidewalk
LB	:Licensed Business	C.B.	:Chord Bearing
RLS.	:Registered Land Surveyor	COL.	:Column
ALMA	:As Their Interests May Appear	SQ.	:Square
ISAOA	:It's Successors And/Or Assigns	DIA.	:Diameter
R.C.P.	:Reinforced Concrete Pipe		
U.S.P.	:United States		

Surveyor's Notes:

- Property shown hereon appears to be located in Flood Zone "X" per F.I.R.M. No. 12053C 0158D Dated 2-2-12. This surveyor makes no guarantees as to the accuracy of the above information. Local F.E.M.A. agent should be contacted for verification.
- No underground utilities, underground encroachments or building foundations were measured or located as part of this survey. Trees and shrubs were not located unless otherwise shown.
- This survey was conducted without the benefit of an abstract of title, therefore there may be other easements, rights of way, setback lines, agreements, reservations, restrictions or other similar matters of public record, not shown hereon.
- Unless otherwise noted, distances shown hereon refer to plat and field measurements and are measured in U.S. feet.
- Re-use of this survey for purposes other than it was intended, without written verification, will be the re-users sole risk and without liability to the surveyor. Nothing herein shall be construed to convey any rights or benefits to anyone other than those to whom this survey was originally certified.



DAVID L. SMITH
SURVEYING AND MAPPING, INC.
1406 W. LINEBAUGH AVE. Tampa, FL 33612
Phone (813) 935-1960 Fax (813) 933-9446

Certificate of Authorization "L.B. #6962"
SURVEYOR'S CERTIFICATE

I hereby certify that the survey represented hereon meets the requirements of Florida Administrative code pursuant to Chapter 5J-17.050,051,052, of the Florida Statutes. Unless it bears the signature and the original raised seal of this Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

J. MICHAEL FUQUA P.S.M. 4192 Signature *J. Michael Fuqua* Date 12/27/22 Job Number 2208-082

EXHIBIT B



David L. Smith

Surveying & Mapping, Inc.
1406 W Linebaugh Avenue
Tampa, FL 33612

Petition 1445618 Lazy Days Ct. Easement Legal Description.

Subject to a county owned easement 25 feet from the edge of the roadway on the southerly boundary of the right of way, together with two 10 feet wide utility easements.

Subject to; A 10 feet wide easement from the northern boundary of the Right of Way to the 25 foot County owned easement on the southerly boundary of the Right of Way. With the easements western boundary along the proposed property line north to south, between lots 37 and 38 and the easements eastern boundary lying 20 feet west of the eastern boundary of the Right of Way.

Subject to; A 10 feet wide easement from the northern boundary of the Right of Way to the 25 foot County owned easement on the southerly boundary of the Right of Way. With the easements eastern boundary along the proposed property line of the Right of Way, north to south, between lots 37 and 38. And the easements western boundary lying 20 feet east of the western boundary of the Right of Way.