

Prepared by and Return to:  
Hernando County Attorney's Office  
20 North Main Street, Suite 462  
Brooksville, Florida 34601-2850

## PERPETUAL UTILITY EASEMENT

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between **MAXX Spring Hill Partners II, LLC**, a Florida limited liability company, whose address is 200 E. Carrillo Street, Suite 300, Santa Barbara, CA 93101, 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, installing, inspecting, improving, operating, repairing and/or maintaining public potable water and wastewater 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: **R14 423 18 0000 0020 0021**

TO HAVE AND TO HOLD the same unto the 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. Provided, paving, driveways, sidewalks, curbing and landscaping cover shall be permitted in the Easement.

Grantor further covenants to indemnify and hold harmless the 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, 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:  
(Signatures of two Witnesses required by Florida Law)

Grantor:  
**MAXX SPRING HILL PARTNERS II, LLC,**  
a **FLORIDA** limited liability company

Witness: 

By: 

Print Name: **SCOTT M. PRICE**

**PATRICK BEACH**  
**MANAGER**

Address: 315 E. Robinson Street, Suite 600  
Orlando, FL 32801

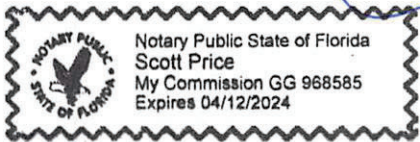
Witness: 

Print Name: Jay Wehach

Address: 315 E. Robinson Street, Suite 600  
Orlando, FL 32801

STATE OF FL  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 1/24/24 day of \_\_\_\_\_, 2024, by **PATRICK BEACH**, as **MANAGER** of **MAXX SPRING HILL PARTNERS II, LLC**, a **FLORIDA** limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

Scott Price  
\_\_\_\_\_  
Signature of Notary  
Print Name: \_\_\_\_\_  
Notary Public State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



EXHIBIT "A"

**LEGAL DESCRIPTION OF UTILITY EASEMENT-2**

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, HOLLAND SPRINGS COMMERCIAL SUBDIVISION AS RECORDED IN PLAT BOOK 31, PAGES 27-28 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA. SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF SPRING HILL DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, RUN N48°07'08"E, 206.86 FEET; THENCE N41°45'22"W, 30.10 FEET; THENCE N48°13'19"E, 120.38 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, RUN N41°46'41"W, 148.02 FEET TO THE PC OF A CURVE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 485.00 FEET, A CENTRAL ANGLE OF 19°27'00", AND A CHORD BEARING AND DISTANCE OF N32°03'11"W, 163.85 FEET; THENCE ALONG THE ARC OF SAID CURVE 164.64 FEET TO A POINT OF REVERSE CURVE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°06'16", AND A CHORD BEARING AND DISTANCE OF N63°52'49"W, 33.17 FEET; THENCE ALONG THE ARC OF SAID CURVE 36.26 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 00°53'11", AND A CHORD BEARING AND DISTANCE OF S75°00'39"W, 7.35 FEET; THENCE ALONG THE ARC OF SAID CURVE 7.35 FEET TO THE WEST BOUNDARY LINE OF PARCEL 2.21, AS RECORDED IN OR BOOK 2916, PG 1249, OF THE PUBLIC RECORDS OF HERNANDO COUNTY FLORIDA; THENCE ALONG SAID WEST BOUNDARY LINE, RUN N00°10'14"E, 51.91 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 11°36'35", AND A CHORD BEARING AND DISTANCE OF N67°52'16"E, 85.97 FEET; THENCE LEAVING SAID WEST BOUNDARY LINE, RUN ALONG THE ARC OF SAID CURVE 86.12 FEET; THENCE S39°58'08"E, 51.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 15°01'05" AND A CHORD BEARING AND DISTANCE OF S53°16'28"W, 6.53 FEET; THENCE ALONG THE ARC OF SAID CURVE 6.55 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 22°46'24", AND A CHORD BEARING AND DISTANCE OF S30°23'29"E, 157.94 FEET; THENCE ALONG THE ARC OF SAID CURVE 158.99 FEET; THENCE S41°46'41"E, 133.19 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2095.00 FEET, A CENTRAL ANGLE OF 15°57'18", AND A CHORD BEARING AND DISTANCE OF N56°56'14"E, 581.51 FEET; THENCE ALONG THE ARC SAID CURVE 583.39 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE SUNCOAST PARKWAY; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, RUN S21°39'18"E, 15.03 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SPRING HILL DRIVE, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2080.00 FEET, A CENTRAL ANGLE OF 16°44'54", AND A CHORD BEARING AND DISTANCE OF S56°30'57"W, 605.85 FEET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, AND THE ARC OF SAID CURVE 608.02 FEET; THENCE S48°13'19"W, 55.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.95 ACRES MORE OR LESS.

<p>                 01 = SEE CURVE TABLE                  02 = SEE CURVE TABLE                  03 = CALGALATED                  04 = PLAT OR MAP                  05 = FIELD MEASURED                  06 = RECORD OF DEED                  07 = FOUND FROM PIN AND CAP                  08 = FOUND FROM PIN AND CAP                  09 = FOUND CONCRETE MONUMENT                  10 = SET CONCRETE MONUMENT                  11 = CONCRETE                  12 = RECORDED             </p>	<p>                 013 = CONCRETE BLOCK STRUCTURE                  014 = CHAIN LINE POLE                  015 = BARBED WIRE FENCE                  016 = IRON WIRE POLE                  017 = WOODEN                  018 = WOODEN                  019 = ELECTRIC                  020 = TELEPHONE                  021 = TELEPHONE                  022 = TELEPHONE                  023 = TELEPHONE                  024 = TELEPHONE                  025 = TELEPHONE                  026 = TELEPHONE                  027 = 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BEARING SHOWN HEREON BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH AMERICAN DATUM OF 1983 (NAD 83).                  2. BEARING PER SURVEY IS GIVEN IN DEGREES, MINUTES AND SECONDS.                  3. DISTANCE PER SURVEY IS GIVEN IN FEET AND INCHES.                  4. UNDEVELOPED LANDS, RIGHTS, CLAIMS, INTERESTS, EASEMENTS, ENCUMBRANCES, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD.                  5. UNDEVELOPED LANDS, RIGHTS, CLAIMS, INTERESTS, EASEMENTS, ENCUMBRANCES, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD.                  6. UNDEVELOPED LANDS, RIGHTS, CLAIMS, INTERESTS, EASEMENTS, ENCUMBRANCES, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD.                  7. THIS SURVEY IS MADE ONLY TO THE EXTENT OF THE INFORMATION PROVIDED BY THE CLIENT AND THE SURVEYOR'S REASONABLE DUE DILIGENCE.                  8. THE SURVEYOR'S LIABILITY IS LIMITED TO THE EXTENT OF THE INFORMATION PROVIDED BY THE CLIENT AND THE SURVEYOR'S REASONABLE DUE DILIGENCE.                  9. THE SURVEYOR'S LIABILITY IS LIMITED TO THE EXTENT OF THE INFORMATION PROVIDED BY THE CLIENT AND THE SURVEYOR'S REASONABLE DUE DILIGENCE.                  10. THE SURVEYOR'S LIABILITY IS LIMITED TO THE EXTENT OF THE INFORMATION PROVIDED BY THE CLIENT AND THE SURVEYOR'S REASONABLE DUE DILIGENCE.                  11. THE SURVEYOR'S LIABILITY IS LIMITED TO THE EXTENT OF THE INFORMATION PROVIDED BY THE CLIENT AND THE SURVEYOR'S REASONABLE DUE DILIGENCE.                  12. THE SURVEYOR'S LIABILITY IS LIMITED TO THE EXTENT OF THE INFORMATION PROVIDED BY THE CLIENT AND THE SURVEYOR'S REASONABLE DUE DILIGENCE.                  13. THE SURVEYOR'S LIABILITY IS LIMITED TO THE EXTENT OF THE INFORMATION PROVIDED BY THE CLIENT AND THE SURVEYOR'S REASONABLE DUE DILIGENCE.                  14. 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SHEET  
**EXHIBIT**  
**A**  
 22000-SKT-23

DATE	REVISION	BY	REASON

**Coastal**  
 Engineering  
 Planning  
 Surveying  
 Environmental  
 Construction Management  
 Engineering Associates, Inc.  
 988 Constitution Blvd.  
 Bradenton, FL 34203  
 Office: 941-796-9423  
 941-796-9423  
 941-796-9423  
 FLORIDA CERTIFICATE OF AGENCY REGISTRATION NO. 2220

**SKETCH ONLY**  
 FOR LEGAL DESCRIPTION FOR UTILITY EASEMENT  
 SECTION 18, TOWNSHIP 23 SOUTH, RANGE 18 EAST  
 HERNANDO COUNTY, FLORIDA

PREPARED FOR AND CERTIFIED TO:  
**HERNANDO COUNTY**  
**UTILITY DEPARTMENT**  
 Scott M Osborne  
 District Administrator  
 Date: 08/11/23

