

Prepared by and Return to:  
Hernando County Attorney's Office  
15470 Flight Path Drive  
Brooksville, Florida 34604

## PERPETUAL UTILITY EASEMENT

THIS EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2022, between **IMPACT – MCG VENTURES, LLC.**, property owner(s), whose address is **1408 N. WESTSHORE BLVD., STE. 704, TAMPA, FL 33607,** 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: **R35 423 18 0000 0150 0000**

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):   
Dilip Kanji

(Signature of two Witnesses required by Florida Law)

Witness: 

Print Name: NASH KANJI

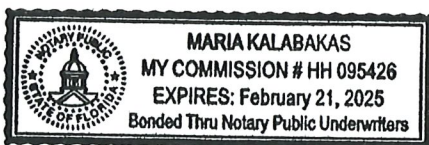
Witness: 


Print Name: AHMED SIDAT

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7<sup>TH</sup> day of APRIL, 2022, by DILIP KANJI, who are personally known to me or have produced \_\_\_\_\_, as identification.

(NOTARY SEAL)



  
Signature of Notary  
Print Name: MARIA KALABAKAS  
Notary Public, State of Florida  
Commission No. HH 095426  
My Commission expires: FEBRUARY 21 2025

**Exhibits "A" and "B"**  
**(Legal Description and Sketch)**

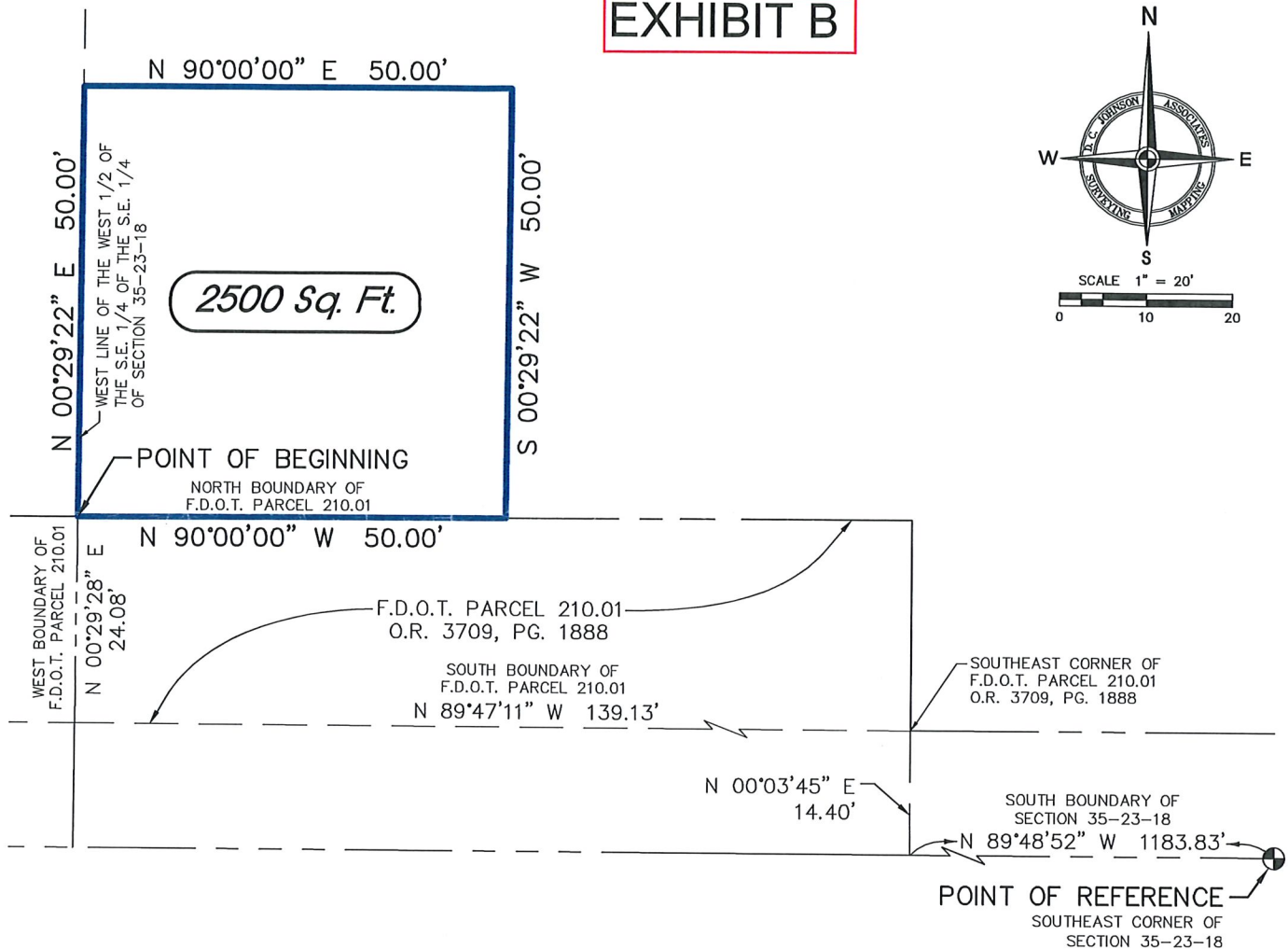
## **Exhibit A**

### **Ayers Road Apartments Pump Station Easement**

#### **LEGAL DESCRIPTION:**

A parcel of land lying within Section 35, Township 23 South, Range 18 East, Hernando County, Florida, being more particularly described as follows: For a POINT OF REFERENCE commence at the Southeast corner of said Section 35; thence N.89°48'52"W. along the South boundary thereof, a distance of 1,183.83 feet; thence N.00°03'45"E., a distance of 14.40 feet to the Southeast corner F.D.O.T. Parcel 210.01 described in Warranty Deed recorded in Official Records Book 3709, Page 1888 of the Public Records of Hernando County, Florida; thence along the South and West boundary thereof the following two (2) courses: (1) N.89°47'11"W., a distance of 139.13 feet; (2) N.00°29'28"E., a distance of 24.08 feet for a POINT OF BEGINNING; thence N.00°29'22"E. along the West line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 35, a distance of 50.00 feet; thence N.90°00'00"E., a distance of 50.00 feet; thence S.00°29'22"W., a distance of 50.00 feet to the North boundary of the aforementioned F.D.O.T. Parcel 210.01; thence N.90°00'00"W. along said North boundary, a distance of 50.00 feet to the POINT OF BEGINNING. Containing 2,500 square feet, more or less.

## EXHIBIT B



### DESCRIPTION:

A parcel of land lying within Section 35, Township 23 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Southeast corner of said Section 35; thence N.89°48'52\"W. along the South boundary thereof, a distance of 1,183.83 feet; thence N.00°03'45\"E., a distance of 14.40 feet to the Southeast corner F.D.O.T. Parcel 210.01 described in Warranty Deed recorded in Official Records Book 3709, Page 1888 of the Public Records of Hernando County, Florida; thence along the South and West boundary thereof the following two (2) courses: (1) N.89°47'11\"W., a distance of 139.13 feet; (2) N.00°29'28\"E., a distance of 24.08 feet for a POINT OF BEGINNING; thence N.00°29'22\"E. along the West line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 35, a distance of 50.00 feet; thence N.90°00'00\"E., a distance of 50.00 feet; thence S.00°29'22\"W., a distance of 50.00 feet to the North boundary of the aforementioned F.D.O.T. Parcel 210.01; thence N.90°00'00\"W. along said North boundary, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 2500 square feet, more or less.

### DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY

Corner Monuments were not set in conjunction with the preparation of this sketch. Improvements, if any, have not been located in conjunction with the preparation of this sketch. This sketch is for graphic illustration only, and does not represent a field survey. Descriptions created per this sketch.

**AYERS ROAD APARTMENTS  
LIFT STATION EASEMENT**

PREPARED FOR

**MCG VENTURES, LLC**

JOB NO: 2021-292A01.BG00005

DRAWN BY: LDJ

We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the Standards of Practice as set forth by the Florida Board of Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

*Daniel C. Johnson*  
Daniel C. Johnson  
For D.C. Johnson & Associates, Inc.  
Not valid without the signature and raised seal of a Florida Licensed Surveyor  
Date: 3/30/2022  
PLS/PSM License Number 3653

**JOHNSON  
ASSOCIATES**

**SURVEYING AND MAPPING**

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