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This instrument prepared by
and return to:
Lisa E. Bagwell, Esq.
Blalock, Landers, Walters
& Vogler, P.A.
802 11th Street West
Bradenton, Florida 34205

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RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1999158305 13 PGS
1999 NOV 30 10:53 AM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCLINGER Receipt#156310

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Peace River Option
Contract #4
42-Inch Regional Transmission Pipeline
Parcel 103

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into this 11th day of November, 1999, between **MCK Farms, Ltd.**, a Florida limited partnership ("Grantor"), whose address is P.O. Box 777, Boca Grande, Florida 33921, and the **Peace River/Manasota Regional Water Supply Authority**, a governmental agency of the State of Florida ("Grantee"), whose address is 1645 Barber Road, Suite A, Sarasota, Florida 34240.

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Sarasota County, Florida (the "Site") more particularly described in Exhibits "A", "B" and "C" attached hereto; and

WHEREAS, Grantee desires to construct underground pipeline(s) including related appurtenances necessary for the transmission of water (the "Pipeline Facilities") on the Site;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10), the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, and all other persons claiming by, through or under Grantee: (i) a non-exclusive permanent pipeline easement (the "Permanent Pipeline Easement"); (ii) a temporary construction easement (the "Temporary Construction Easement"); and (iii) a non-exclusive permanent ingress and egress easement (the "Permanent Ingress/Egress Easement") over, across, on, through and under the Site (the "Easements").

1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein.
2. **Purpose.** The Easements are for the purpose of constructing, operating, maintaining, replacing or upgrading an underground pipeline on the Site as necessary and appropriate, and as more fully described herein. The Easements may be used by Grantee and Grantee's agents, representatives, employees, licensees and invitees for the purposes described herein.

3. **Permanent Pipeline Easement.** The Permanent Pipeline Easement is a fifty (50) foot wide, perpetual, non-exclusive easement which includes the right to enter upon the Site, to construct, operate, maintain, replace or upgrade the underground pipeline(s), related above ground appurtenances deemed necessary by the Grantee, electrical and telemetry facilities and other appurtenant facilities, and which easement rights shall extend to Grantee's agents, employees, licensees or such other persons or entities as Grantee deems necessary for the construction, operation, maintenance, repair, replacement or upgrading of the Pipeline Facilities. Upon the completion of construction, Grantor may use the Site for any use not inconsistent with the use granted to Grantee. Inconsistent uses shall include, without limitation, structures, buildings, sod farming activities, citrus farming activities, digging or any form of excavation, earth cover exceeding ten (10) feet over top of pipe, and the stockpiling of materials on the Site. Consistent uses include use as pastures, the placement of paved areas, unpaved areas, driveways and roads for ingress and egress, which intersect the Permanent Pipeline Easement in a perpendicular-type fashion, as long as the integrity of the Pipeline Facilities is preserved. If Grantor places a fence or fences across the Easement, Grantor shall provide a gate to allow ingress and egress by Grantee or its agents. The Permanent Pipeline Easement shall be located on that portion of the real property described on Exhibit "A" attached hereto and incorporated herein.

4. **Temporary Construction Easement.** The Temporary Construction Easement is fifty (50) feet wide, and for the purpose of construction activities associated with the construction of the Pipeline Facilities. The construction activities include, but are not limited to site access, clearing, excavation, material storage, maneuvering equipment and to stockpile construction materials. The Temporary Construction Easement shall terminate the earlier of: (i) five (5) years from commencement of construction; or (ii) the filing of a Certificate of Completion of the construction by the Grantee. The Temporary Construction Easement shall be located on that portion of the real property described on Exhibit "B" attached hereto and incorporated herein.

5. **Permanent Ingress/Egress Easement.** The Permanent Ingress/Egress Easement is a three hundred and thirty (330) foot wide, perpetual, non-exclusive easement for ingress/egress on, over and across that portion of the real property described on Exhibit "C" attached hereto and incorporated herein. The description of the Permanent Ingress/Egress Easement granted hereby shall coincide with the easement description granted to Florida Power & Light Company at Official Record Book 1011, Page 1123, in and for Sarasota County (Exhibit "C"). Any other references to roads and access identified in the Florida Power & Light Company easement are hereby excluded from this easement agreement at the discretion of the Grantor.

6. **Terms and Restrictions.** The following shall apply to the Easements as appropriate:

- a. Grantee may construct, relocate and maintain fencing for safety and other purposes. Grantee shall not use the Site so as to unreasonably restrict ingress or egress to activities on the parent tract of the Easements. Grantee will not unreasonably interfere with the leasehold rights presently existing or hereafter granted by the Grantor nor shall the Grantor be restricted in its ability to mortgage the easement areas provided such mortgage lien will be subject and inferior to the Grantee's easement interests.

b. Grantee shall repair, restore or replace in-kind, to equivalent or better condition, drainage ditches, structures, fences, roadways and gates damaged by Grantee's construction on the Site.

c. Upon completion of construction, Grantee shall (i) remove all surplus materials, including construction materials and soil displaced by Pipeline Facilities, from the Site arising from the construction project; (ii) return the Site to natural grade where topographical features allow; (iii) cause all disturbed areas, excluding jurisdictional wetlands, in the Easements to be seeded and mulched; and (iv) return all fences to their original location.

7. **Repair and Maintenance.** Grantee shall be solely responsible for the repair and maintenance of the Pipeline Facilities and for the cost thereof. As to all Easements granted hereby, Grantee shall have the right (but not the duty) to trim, remove, mow and maintain all trees, bushes, grass and all other forms of vegetation located thereon. Grantee agrees to comply with any and all governmental rules and regulations presently existing or hereafter imposed upon Grantee's use of the subject property, with all costs of such compliance to be borne entirely by the Grantee.

8. **Utilities.** Grantee shall, at its sole expense, provide any and all utility connections or services to the Pipeline Facilities and the Site.

9. **Indemnification.** Grantee agrees to indemnify and hold Grantor harmless for any claim or loss which results from any act or omission of Grantee or its agents, representatives, employees, licensees or invitees in their construction, use, maintenance, repair, replacement or upgrade of the Pipeline Facilities, or as a result of the Pipeline Facilities to the extent permitted by law and provided by Section 768.28, Florida Statutes.

10. **Litigation.** In connection with any litigation arising under this Agreement, the prevailing party shall be entitled to recover its expenses therefore, including reasonable attorneys' and legal assistants' fees and costs prior to trial, at trial, and on appeal, in bankruptcy proceedings, and in connection with enforcing or collecting upon any judgment.

11. **Binding Effect.** The provisions of this Agreement shall apply to, bind and inure to the benefit of Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

12. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and may not be modified except in writing, executed by the parties hereto.

13. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when personally delivered or when mailed by United States Mail, postage pre-paid, certified mail, return receipt requested, or telegram, addressed as follows:

OFFICIAL RECORDS INSTRUMENT # 1999158305 13 pgs

If intended for Grantor:
MCK Farms, Ltd., a Florida limited partnership
P.O. Box 777
Boca Grande, Florida 33921

If intended for Grantee:
Peace River/Manasota Regional Water Supply Authority
1645 Barber Road, Suite A
Sarasota, Florida 34240
Attention: Executive Director

Either party may change their address by giving notice to the other party in the manner provided in this paragraph.

14. **Effective Date.** The Effective Date of this Agreement shall be the last date upon which all of the parties hereto have executed this Agreement, as demonstrated by the date under the signature on the signature page.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed on the dates set forth below.

WITNESSES

E. Ralph Tirabassi
Print Name: E. Ralph Tirabassi
Alison Wentz
Print Name: Alison Wentz

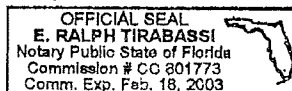
MCK Farms, Ltd., a Florida limited partnership
By: George D. Kelce
Print Name: George D. Kelce
Its: General Partner
Date: Nov 11, 1999
Address: P.O. Box 777
Boca Grande, Florida 33921

STATE OF FLORIDA
COUNTY OF Sarasota

THE FOREGOING instrument was sworn to and subscribed before me this 11 day of Nov, 1999 by George D. Kelce as General Partner of **MCK Farms, Ltd.**, a Florida limited partnership
☒ who is personally known to me
☐ who produced _____ as identification and who acknowledged before me that the same was executed freely and voluntarily for the purposes therein expressed.

My commission expires:

E. Ralph Tirabassi
Signature
NOTARY PUBLIC-STATE OF FLORIDA
Commission No. _____



OFFICIAL RECORDS INSTRUMENT # 1999158305 13 pgs

ATTEST:

By: *Carol Lehman*
As: Executive Director
Approved as to form: *[Signature]*
By: *[Signature]*
General Counsel

Peace River/Manasota Regional
Water Supply Authority, a governmental
agency of the State of Florida
By: *Raymond A. Pilon*
Print Name: Raymond A. Pilon
As: Chairman
Date: September 27, 1999
Address: 1645 Barber Road, Suite A
Sarasota, Florida 34240



OFFICIAL RECORDS INSTRUMENT # 1999158305 13 PGS

Parcel No.: 103P

Date: 12-23-98

LEGAL DESCRIPTION: PERMANENT EASEMENT

A strip of land, 50.00 feet in width, lying in Sections 5, 6, 8, 9, 15, and 16, Township 39 South, Range 22 East, Sarasota County Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 6; thence along the North line of said Section 6, S 89°42'49" E for 1674.34 feet to the POINT OF BEGINNING (said point being N 89°42'49" W a distance of 3423.40 from the Northeast corner of said Section 6); thence continue along the North line of said Section 6, S 89°42'49" E for 70.86 feet; thence along a line being 50.00 feet Northeasterly of and parallel with the Northeast line of a 330 feet wide Florida Power & Light easement (as constructed), described in Official Records Book 1011, Page 1123 of the Public Records of Sarasota County, Florida, for the following three (3) courses: 1) S 44°50'14" E for 5875.69 feet; 2) S 44°53'36" E for 8336.92 feet; 3) S 44°55'34" E for 8435.30 feet to a point of intersection with the South line of said Section 15, (said point being N 89°42'41" W a distance of 3328.60 feet from the Southeast corner of said Section 15); thence N 89°42'41" W along the South line of said Section 15 for 70.98 feet to the Northeast line of said 330 feet wide Florida Power & Light easement (as constructed); thence along said Northeast line for the following three (3) courses: 1) N 44°55'34" W for 8384.94 feet; 2) N 44°53'36" W for 8336.96 feet; 3) N 44°50'14" W for 5925.93 feet to the POINT OF BEGINNING.

Containing 26.00 acres, more or less.

SEE SHEETS 4 AND 5 FOR SKETCH OF DESCRIPTION.

EXHIBIT

A

Parcel No.: 103T

Date: 12-23-98

LEGAL DESCRIPTION: TEMPORARY EASEMENT

A strip of land, 50.00 feet in width, lying in Sections 5, 6, 8, 9, 13, 14, 15, and 16, Township 39 South, Range 22 East, Sarasota County Florida, being more particularly described as follows:

PART A

Commence at the Northwest corner of said Section 6; thence along the North line of said Section 6, S 89°42'49" E for 1745.20 feet to the POINT OF BEGINNING (said point being N 89°42'49" W a distance of 3352.54 from the Northeast corner of said Section 6); thence along a line being 50.00 feet Northeasterly of and parallel with the Northeast line of a 330 feet wide Florida Power & Light easement (as constructed), described in Official Records Book 1011, Page 1123 of the Public Records of Sarasota County, Florida for the following two (2) courses: 1) S 44°50'14" E for 5875.69 feet; 2) S 44°53'36" E for 1407.00 feet to a point hereafter referred to as "REFERENCE POINT A"; thence N 45°06'24" E for 50.00 feet; thence along a line being 100.00 feet Northeasterly of and parallel with the Northeast line of said 330 foot wide Florida Power and Light Easement (as constructed) for the following two (2) courses: 1) N 44°53'36" W for 1406.97 feet; 2) N 44°50'14" W for 5825.45 feet; thence along the North line of said Section 6, N 89°42'49" W for 70.86 feet to the POINT OF BEGINNING.

Containing 8.33 acres, more or less.

TOGETHER WITH

PART B

Commence at aforementioned "REFERENCE POINT A"; thence along a line being 50.00 feet Northeasterly of and parallel with said 330 foot wide Florida Power and Light Easement (as constructed) for the following three (3) courses: 1) S 44°53'36" E for 2149.97 feet to the POINT OF BEGINNING; 2) continue S 44°53'36" E for 4779.96 feet; 3) S 44°55'34" E for 8435.30 feet to a point of intersection with the South line of said Section 15; thence along said South line, S 89°42'41" E for 3328.60 feet to the Southwest corner of said Section 14; thence along the South line of said Section 14, S 89°42'41" E for 5321.34 feet to the Southwest corner of said Section 13; thence along the South line of said Section 13, S 89°42'17" E for 5413.34 feet to the Southeast corner of said Section 13; thence along the East line of the Southeast 1/4 of said Section 13, N 00°04'45" E for 50.00 feet; thence along a line being 50.00 feet Northerly of and parallel with the South line of said Section 13, N 89°42'17" W for 5413.16 feet; thence along a line being 50.00 feet Northerly of and parallel with the South line of said Section 14 and the South line of said Section 15, N 89°42'41" W for 8629.34 feet; thence along a line being 100.00 feet Northeasterly of and parallel with the Northeast line of said 330 feet wide Florida Power & Light easement (as constructed) for the following two (2) courses: 1) N 44°55'34" W for 8414.68 feet; 2)



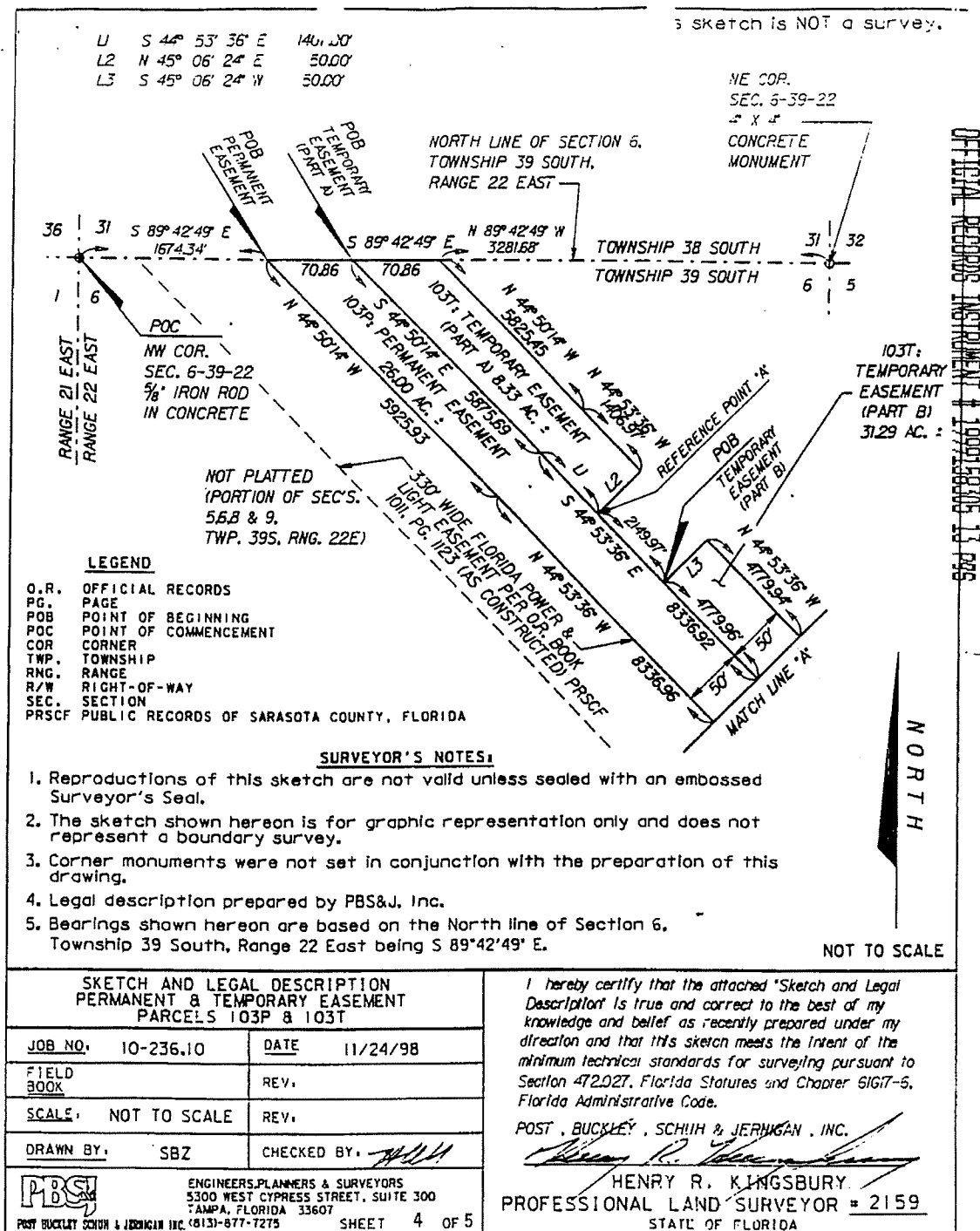
OFFICIAL RECORDS INSTRUMENT # 1999158305 13 PGS

N 44°53'36" W for 4779.94 feet; thence S 45°06'24" W for 50.00 feet to the POINT OF BEGINNING.

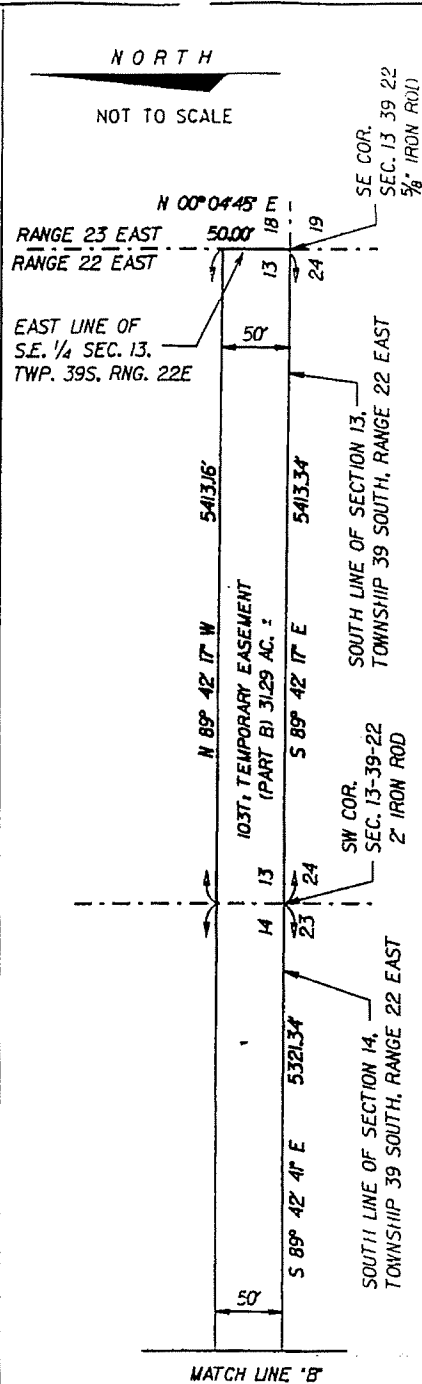
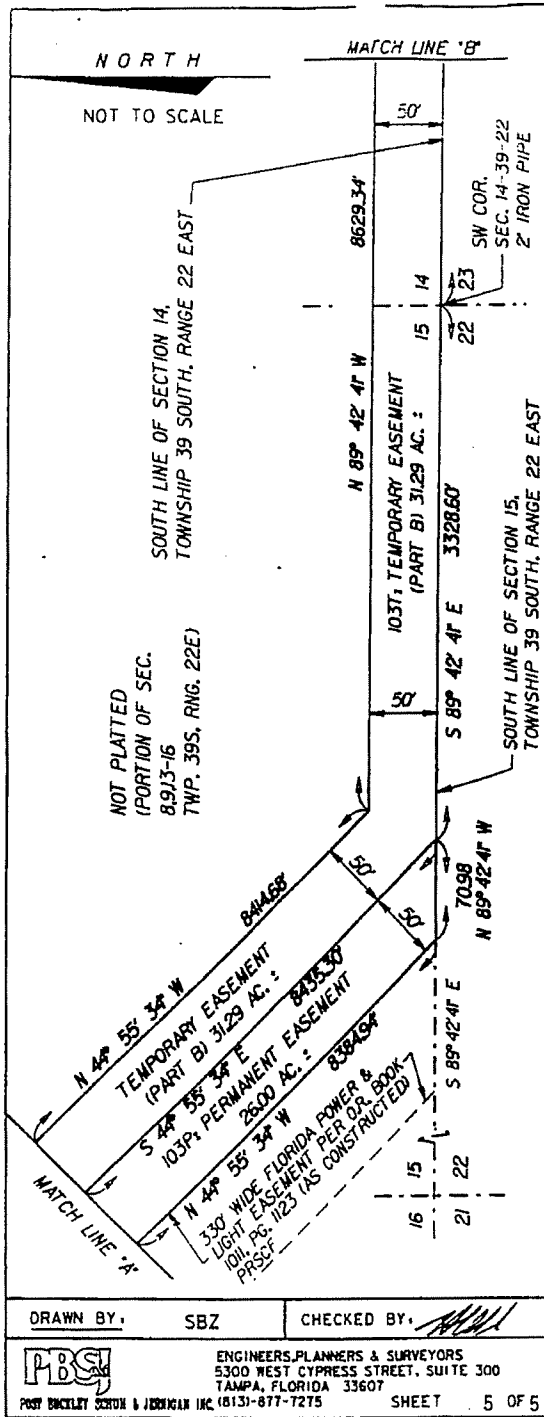
Containing 31.29 acres, more or less.

The above described parcel contains a combined area of 39.62 acres, more or less.

SEE SHEETS 4 AND 5 FOR SKETCH OF DESCRIPTION.



OFFICIAL RECORDS INSTRUMENT # 1999158205 13 PGS



This sketch is NOT a survey.

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RECORDERS MEMO: Legibility of writing, typing or
printing for reproductive purpose may be unsatisfactory
in this document when received.

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RIGHT-OF-WAY AGREEMENT

1011 K1123

THIS AGREEMENT made and executed by and between GEORGE DAVID KELCE,
Executor of the Estate of Merl C. Kelce, deceased, of the City of St. Louis, in the State
of Missouri, Grantor, and the FLORIDA POWER & LIGHT COMPANY, a Florida corporation,
Grantee.

NOW, THEREFORE, George David Kelce, Executor of the Estate of Merl C. Kelce,
deceased, for and in consideration of the sum of One Dollar (\$1.00) and other valuable con-
sideration, receipt of which is hereby acknowledged, does hereby grant the Florida Power &
Light Company, a corporation, whose address is P. O. Box 3100, Miami, Florida, and to its
successors and assigns, an easement forever for a right-of-way 330 feet in width to be used
for the construction, operation and maintenance of one or more electric transmission and
distribution lines, including wires, poles, "H" frame structures, towers, anchors, guys,
telephone and telegraph lines and appurtenant equipment, in, over, upon and across the
following described lands of the Grantor, situated in the County of Sarasota and State of
Florida, and more particularly described as follows:

A parcel of land 330 feet in width in Sections 5, 6, 8, 9, 15
and 16, Township 39 South, Range 22 East, lying 165 feet on
each side of a centerline, said centerline being described as
follows:

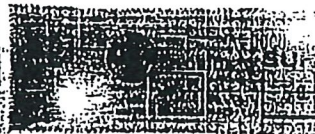
Commence at the Southwest corner of Section 15,
Township 39 South, Range 22 East, thence run
easterly along the South line of said Section 15 a
distance of 1,614.61 feet for a point of beginning;
thence run northwesterly at an angle of 45° 15' 00"
through the above-described lands a distance of
23,108 feet, more or less, to a point on the North
line of Section 6, Township 39 South, Range 22 East;
said point being 1,109.56 feet East of the Northwest
corner of said Section 6;

THIS INSTRUMENT WAS PREPARED BY
ROBERT H. LAMCIVILLER
FLORIDA POWER & LIGHT COMPANY
P. O. Box 3100, MIAMI, FLORIDA

Rec. 8.00
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162.00
229.40



together with the right and privilege to reconstruct, inspect, alter, improve, remove, or
relocate such transmission and distribution lines on the right-of-way above described, with
all rights and privileges necessary or convenient for the full enjoyment or the use thereof for
the above-mentioned purposes, including the right to cut and keep clear all trees and under-
growth and other obstructions within said right-of-way and all trees of such height on lands of
Grantor adjoining said right-of-way that may interfere with the proper construction, operation



EXHIBIT

C

1011 K1123

OFFICIAL RECORDS INSTRUMENT # 1999158305 13 PGS

1011 1124

OFFICIAL RECORDS INSTRUMENT # 1999158305 13 PGS

and maintenance of said electric transmission and distribution lines. Grantor further agrees that Grantee shall be allowed to use such roads and access as may exist from time to time over and across the lands owned by the Estate of Merl C. Kelce for purposes of ingress and egress to the easement above described. Grantee agrees that it will repair and maintain such access roads and gates as they may use and will keep same in good condition and will repair promptly any damage caused by its exercise of the rights herein granted.

Grantee may establish any gate on its right-of-way deemed necessary for proper use and travel on the right-of-way described and conveyed by this agreement. Grantee agrees that it will maintain any such gates installed in good repair at all times and will keep them fastened and secured when not in actual use.

By its acceptance to the easement herein granted and the installation of the facilities hereunder, the Florida Power & Light Company agrees to hold the Grantor harmless from and against claims for damages attributable to the installation, operation or maintenance of such facilities; and also agrees to indemnify the Grantor as to any damages occasioned to the property of the Grantor by reason of the installation, operation or maintenance of such facilities.

The granted easement to Grantee shall not be construed as affecting the right and privilege of the estate or the heirs, successors or assigns of Merl C. Kelce to use the above-described right-of-way for agricultural and all other purposes except as herein granted or as might interfere with Grantee's use, occupation or enjoyment of the easement for the purposes herein described, and provided further that no building, structure or obstruction except fences shall be located or constructed on said right-of-way. It is expressly agreed that the right and privilege of the estate or the heirs, successors or assigns of Merl C. Kelce, to construct and maintain fences, roads, reasonable drainage facilities, underground pipe and wire lines across the above-described right-of-way shall not be affected, provided said facilities are located a minimum distance of 25 feet from any of Grantee's poles, towers or guy wires.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal and the Grantee has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 10th day of July, 1973.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

[Signature] (SEAL)
George David Kelce, executor of the
Estate of Merl C. Kelce, deceased

1011 1124

THIS INSTRUMENT WAS PREPARED BY
ROBERT H. LINDENFELDER
FLORIDA POWER & LIGHT COMPANY
P. O. BOX 1111, TAMPA, FLORIDA

1011 re1125

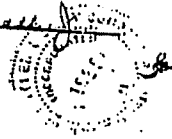
FLORIDA POWER & LIGHT COMPANY

By: Donald E. Wardman
Vice President

Margaret C. Hart

Secretary

(Corporate Seal)



STATE OF MISSOURI
CITY OF ST. LOUIS

I, a Notary Public in and for the City and State aforesaid, do hereby certify that GEORGE DAVID KELCE, Executor of the Estate of Marl C. Kelce, deceased, known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in the City and State this 22nd day of July, 1973.

My Commission Expires May 1, 1975

Shirley Jean Deane
Notary Public, State of Missouri

(notary seal)

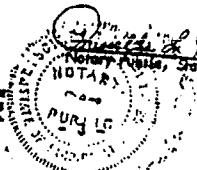
STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid, to take acknowledgments, personally appeared R. G. Mitchell and R. W. Hall, Jr., respectively, Vice President and Secretary, well known to me of Florida Power & Light Company, respectively named in the foregoing instrument, and they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of July, 1973.

My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA
BY COMMISSION EXPIRES OCT. 31, 1975



1011 re1125

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

REPRODUCED FROM ORIGINAL FILED BY ROBERT H. LINGWATER FOR FLORIDA POWER & LIGHT COMPANY P. O. BOX 1118, ST. LOUIS, MISSOURI, 63103

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TRACT 1
PORTION N. 1/2
SECTION 5

PORTION S. 1/2 SECTION 5

