

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Heather M. Blom-Ramos
GrayRobinson, P.A.
301 East Pine Street
Suite 1400
Orlando, Florida 32801
Portion of Parcel No.: 05-23-28-5502-00-300

DOC# 20190121924
02/27/2019 01:37:30 PM Page 1 of 8
Rec Fee: \$69.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: TOWN OF WINDERMERE



For Recording Purposes Only

DRAINAGE AND ACCESS EASEMENT AGREEMENT

THIS DRAINAGE AND ACCESS EASEMENT AGREEMENT ("Agreement") is dated February 18, 2019 (the "Effective Date") and is by Matthew and Amy Immerfall, whose address is 10905 Bayshore Drive, Windermere, FL 34786 (collectively the "Grantor"), to the Town of Windermere, Florida, a municipal corporation, whose mailing and physical address is 614 Main Street, Windermere, FL 34786, (the "Grantee").

Whereas, Grantor is the fee simple owner of a parcel of property located in the Town of Windermere, Florida at 10905 Bayshore Drive, Parcel No. 05-23-28-5502-00-300 (the "Property").

Whereas, Grantor has agreed to grant and convey to the Grantee a non-exclusive perpetual drainage easement over, under and across the property described and depicted in **Attachment A** (the "Easement Property") for the specific and limited purposes stated in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Agreement, and are incorporated herein by reference.
2. **Grant of Easement.** Grantor hereby gives, grants, bargains, sells and conveys to Grantee and its assigns for the benefit of the Grantor's Property a non-exclusive perpetual easement (i) for the purpose of drainage, discharge, flowage and passage of water and stormwater as may from time-to-time occur and be generated or otherwise flow from the Grantee's Property, and (ii) for the purposes of constructing, installing, servicing, operating, maintaining, inspecting, repairing, replacing, reconstructing, connecting or renewing a drainage system, subject to the terms, conditions and limitations set forth herein; provided, however, Grantee's rights to install and maintain drainage facilities shall be limited to that portion of the Easement Property consisting of an area approximately 379.3 square feet as described and depicted in **Attachment A**.
3. **Title.** Grantor hereby warrants to the Grantee that Grantor owns fee simple title to the Easement Property subject to easements, reservations, restrictions and rights-of-way of

record, if any, and that Grantor has full power and authority to grant this easement as to the Easement Property without the joinder of any additional party.

4. **Costs.** At such time that Grantee constructs a drainage system within the Easement Property, the cost of the Improvements shall be paid by the Grantee.

5. **Maintenance.** Grantee shall be solely responsible and obligated to maintain and repair the drainage system within the Easement Property, the cost thereof shall be paid by the Grantee.

6. **Restoration of the Easement Property and Surrounding Property.** After completion of construction, and after maintenance, repair or any other instance during which Grantee utilizes the Easement Property, Grantee shall promptly restore the Easement Property and the surrounding Property to its previously existing condition, or better.

7. **Grantor's Use of the Easement Property.** Grantor reserves the right and privilege to use and occupy the Easement Property for any use that does not impair the Grantee's use of the Easement Property for the purposes for which the easement has been granted.

8. **Private Use.** This Agreement shall not establish any rights in or for the benefit of the general public. The exercise of the rights and privileges granted hereby shall be exercised in a manner which does not unreasonably interfere with or disrupt the normal use and occupation of Grantor's Property.

9. **Successors and Assigns.** All provisions of this Agreement and the easement rights and obligations hereunder shall run with the Property and shall be binding and inure to the benefit of the parties, their respective successors, assigns, guests, invitees, employees and tenants.

10. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Venue of any related litigation or administrative proceeding shall be exclusively in Orange County, Florida.

11. **Severability.** The invalidation of any one or more of the provisions of this Agreement or any portion thereof by a court of competent jurisdiction shall in no way affect any of the other provisions or portions of this Agreement, and the remaining portions of this Agreement not held invalid shall remain in full force and effect.

12. **Indemnification.** Grantee agrees to defend, indemnify, save and hold Grantor harmless from and against any and all claims, losses, damages or expenses, including reasonable attorney's fees and costs (at all trial and appellate levels), incurred as a result of or arising out of Grantee's use of the easement granted herein or a breach by Grantee of any of the terms and conditions of this Agreement. The foregoing indemnification is not intended to be personal either to Grantor or Grantee, but rather is intended to run with ownership of and title to all or any portion of the Property. The indemnification obligations hereunder shall survive Grantor's transfer of all of its right, title and interest in the Property.

IN WITNESS WHEREOF, the Grantor is executing this Agreement as of the Effective Date in the introductory paragraph.

Signed, Sealed and delivered in the presence of:

GRANTOR:

Amy Immerfall
Amy Immerfall

First Witness

Mar
Signature

Matt Immerfall
Print name

Second Witness

[Signature]
Signature

Robert Bude
Print name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of February, 2019 by Amy Immerfall, who is personally known to me or who has produced Known to me personally as identification and who (did/did not) take an oath.



Signature of Notary: Colleen A Sarp
Printed Name of Notary: Colleen A Sarp
My commission expires: 8-12-2020
Seal:

Signed, Sealed and delivered in the presence of:

GRANTOR:

Mat
Matthew Immerfall

First Witness

Amy Immerfall
Signature

Amy Immerfall
Print name

Second Witness

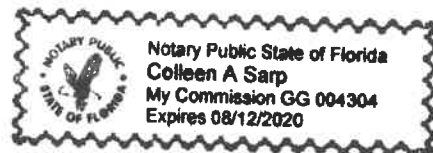
[Signature]
Signature

Robert B. [Signature]
Print name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of February, 2019 by **Matthew Immerfall**, who is personally known to me or who has produced Know to me personally as identification and who (did/did not) take an oath.

Signature of Notary: Colleen A. Sarp
Printed Name of Notary: Colleen A. Sarp
My commission expires: 8-12-2020
Seal:



Signed, Sealed and delivered in the presence of:

GRANTEE:

Robert Smith, Town Manager

First Witness

Lillian Colli
Signature

Lillian Colli
Print name

Second Witness

Dorothy Burkhalter
Signature

Dorothy Burkhalter
Print name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21 day of February, 2019 by **Robert Smith**, the Town Manager for the Town of Windermere, who is personally known to me or who has produced _____ as identification and who (did/did not) take an oath.

Signature of Notary: Diane Marie Edwards

Printed Name of Notary: Diane Marie Edwards

My commission expires: 9-25-2022

Seal:



ATTACHMENT A

Legal Description of and Map Depicting the Easement Property

**LEGAL DESCRIPTION
UTILITY EASEMENT**

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 30, MARINA BAY ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 119 AND 120 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 30, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 85°43'49" EAST, ALONG THE SOUTH LINE OF SAID LOT 30, A DISTANCE OF 91.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTH LINE OF LOT 30 AND SAID CURVE, HAVING A RADIUS OF 484.41 FEET, A CENTRAL ANGLE OF 00°46'03", AN ARC LENGTH OF 6.49 FEET, A CHORD LENGTH OF 6.49 FEET AND A CHORD BEARING OF SOUTH 85°20'47" EAST TO THE POINT LYING ON THE NORTH LINE OF THE PLAT OF LAKE DOWN ESTATES REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 154, SAID PUBLIC RECORDS; THENCE RUN NORTH 89°58'15" EAST, ALONG SAID NORTH LINE OF SAID PLAT OF LAKE DOWN ESTATES REPLAT, AND THE SOUTH LINE OF AFORESAID LOT 30, A DISTANCE OF 107.63 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH AND SOUTH LINES, RUN NORTH 19°47'20" EAST, 22.57 FEET; THENCE RUN SOUTH 70°12'40" EAST, 20.00 FEET; THENCE RUN SOUTH 19°47'20" WEST, 15.36 FEET TO A POINT LYING ON AFORESAID SOUTH LINE OF LOT 30; THENCE RUN SOUTH 89°58'15" WEST, ALONG SAID SOUTH LINE OF LOT 30, A DISTANCE OF 21.26 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE TOWN OF WINDERMERE, ORANGE COUNTY, FLORIDA, AND CONTAINS 379.3 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH LINE OF LOT 30, MARINA BAY ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 119 AND 120, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING SOUTH 85°43'49" EAST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.



DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PROFESSIONAL ENGINEERING CONSULTANTS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB-3556
DATE OF SIGNATURE: FEBRUARY 1, 2019

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

SHEET 1 OF 2

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Orlando, Florida 32765 • 407-542-4987

WWW.PECONLINE.COM

SECTION 5, TOWNSHIP 23 SOUTH, RANGE 28 EAST

DATE: FEBRUARY 1, 2019

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 19-022

C:\19-022 Calura Windermere Drainage Legals\19-022 UTILITY ESM1 2.dwg Feb 01, 2019 - 1:12pm

LEGAL DESCRIPTION UTILITY EASEMENT

**LOT 30
MARINA BAY ESTATES**
(P.B. 11, PG. 119-120)

40' RECREATION & DRAINAGE EASEMENT
(P.B. 11, PG. 119-120)

5' UTILITY EASEMENT (P)

**PORTION OF
LAKE DOWN ESTATES REPLAT**
(P.B. "0", PG. 154)

BAYSHORE DRIVE
(60' R/W WIDTH) (P.B. 7, PG. 138)

SCALE
1" = 20'

P.O.C.
SW CORNER LOT 30
(P.B. 11, PGS. 119-120)
S. LINE LOT 30
91.00'
S85°43'40"E
N. R/W LINE

P.O.B.
107.63'
N89°58'15"E
21.26'
S89°58'15"W
379.3 S.F.
N10°47'20"E
22.57'
S70°12'40"E
20.00'
N12°48'15"E
S19°47'20"W

C-1
R=484.41'
Δ=0°46'03"
L=6.49'
C=6.49'
CB=S85°20'47"E

LEGEND
P.O.C.....POINT OF COMMENCEMENT
P.O.B.....POINT OF BEGINNING
R/W.....RIGHT-OF-WAY
P.B.....PLAT BOOK
PG.....PAGE(S)
R.....RADIUS
Δ.....CENTRAL ANGLE
L.....ARC LENGTH
C.....CHORD LENGTH
CB.....CHORD BEARING
S.F.....SQUARE FEET

(THIS IS NOT A SURVEY)
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

PEC | **SURVEYING AND MAPPING, LLC**
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SECTION 5, TOWNSHIP 23 SOUTH, RANGE 28 EAST
DATE: FEBRUARY 1, 2019 PREP BY: J.L.M. DRAWN BY: J.L.M. JOB #: 19-022