

PTV: Caribbean MHP  
Prepared by and return to:  
Real Property Division  
Attn: Amanda Gillespie  
509 East Avenue South  
Clearwater, FL 33756

## UTILITY EASEMENT

THIS UTILITY EASEMENT made this 22<sup>nd</sup> day of January, 2025, by and between CARIBBEAN ISLES OWNER, L.L.C., a Delaware limited liability company, as the owner of the property located at 12100 Seminole Boulevard, Seminole Florida 33778 ("Grantor") and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("Grantee").

### WITNESSETH

Grantor, for and in consideration of One Dollar (\$1.00), the premises and mutual covenants, terms, conditions, and restrictions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, a perpetual, non-exclusive utility easement ("Easement"), over and across the following described property, located in Pinellas County, Florida, to wit:

**The lands described by legal description in Exhibit "A", attached hereto  
and fully incorporated herein ("Easement Area").**

TO HAVE AND TO HOLD said Easement unto said Grantee forever, subject to the following conditions:

1. Grantor hereby warrants and covenants that (a) Grantor is the owner of the fee simple title to the property in which the Easement Area is located, and that (b) Grantor has full right and lawful authority to grant and convey this Easement to the Grantee.

2. The grant of this Easement allows Grantee quiet enjoyment of the Easement Area to the extent that such use does not interfere with the rights granted herein. Grantor shall ensure that no trees, shrubs, brush, or any other structures that may impede or prohibit Grantee's access shall be allowed within the Easement Area. Notwithstanding the foregoing, Grantee agrees that the grant of such easement shall be subject in all respects to Grantor's right to use and operate the Grantor's property as a manufactured housing community, and that all existing and/or permitted improvements

located within the Easement Area, including but not limited to existing mobile homes and community amenities and amenities to be constructed pursuant to Pinellas County, Florida Permit BC-NEW-00004, shall be permitted to remain in their existing locations and shall be permitted to be replaced from time to time in the same locations without interference or objection from Grantee. Grantee shall promptly execute such further assurances of the foregoing from time to time as may be reasonably requested by Grantor in connection with any applications for permits and related matters. Subject to the provisions of §768.28 Florida Statutes, as now in effect or as may be amended from time to time, Grantee shall promptly repair any damage to the Easement Area at Grantee's sole cost and expense, including, without limitation, any damage to improvements owned by Grantor or Grantor's residents that are permitted to be located within the Easement Area pursuant to this paragraph. Grantee shall notify Grantor via electronic mail at [sadler@murexproperties.com](mailto:sadler@murexproperties.com), [frederick.klein@us.dlapiper.com](mailto:frederick.klein@us.dlapiper.com) and [meagan.ekimoff@us.dlapiper.com](mailto:meagan.ekimoff@us.dlapiper.com) (or such other notice party as Grantor may designate from time to time upon notice to Grantee) at least 10 days in advance of any work on the Facilities or otherwise within the Easement Area outside of routine maintenance and repairs. To the extent that Grantee requires access to the Easement Area to install, inspect, maintain and repair the Facilities as provided for in this agreement, Grantee agrees to use commercially reasonable efforts to minimize any disruption and interference to Grantor or Grantor's residents, and any work that will disrupt or interfere with Grantor or its residents use of or access to the community amenities or mobile homes shall require the prior consent of the Grantor in all respects, other than temporary disruptions in the ordinary course of routine maintenance and repair work.

3. The rights conveyed to Grantee by this Easement specifically include: (a) the right to install, inspect, maintain and repair all current County utility infrastructure ("Facilities") under, over, and upon the Easement Area; (b) subject to Section 2 above, the right to remove trees, limbs, undergrowth, and other physical objects which may endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; (c) the right for the Grantee's employees, agents, assigns and contractors to have ingress and egress across the Grantor's property to the Easement Area as may be reasonably required to access the Facilities for the purposes provided in this agreement.

4. Except for those acts reasonably necessary to accomplish the purposes of this Easement, Grantee also covenants not to do any acts or things which it could reasonably expect to cause damage to Grantor's property, including the Easement Area.

5. Each party shall be responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and their officers, employees, contractors, agents, invitees. Nothing herein shall be construed as a waiver of any defense or further limitation of Grantee's sovereign immunity or further limitation thereof beyond §768.28 Florida Statutes, as now in effect or as may be amended from time to time, nor construed as consent to be sued by third parties in any manner arising out of this Easement.

6. This Easement shall run with the land and is binding upon successors in interest of the Grantee.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Grantor has fully executed this Easement the day and year first written above.

SIGNED AND DELIVERED IN THE PRESENCE OF:

WITNESSES:

GRANTOR:

CARIBBEAN ISLES OWNER,  
L.L.C., a Delaware limited liability  
company

*Jonathan Clark*  
Signature of 1<sup>st</sup> Witness  
Jonathan Clark  
Print Name of 1<sup>st</sup> Witness  
1001 Pennsylvania Ave NW, Washington DC 20004  
Print Address of 1<sup>st</sup> Witness

*[Signature]*  
By:  
Name: James Williams  
Title: Vice President

*Susan Carol Granger*  
Signature of 2<sup>nd</sup> Witness  
Susan Carol Granger  
Print Name of 2<sup>nd</sup> Witness  
1001 Pennsylvania Ave NW, Washington D.C. 20004  
Print Address of 2<sup>nd</sup> Witness

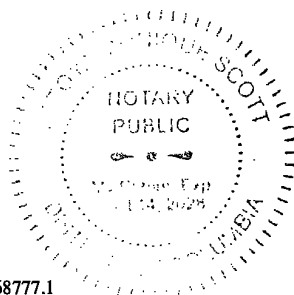
DISTRICT OF COLUMBIA  
CITY OF WASHINGTON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22<sup>nd</sup> day of January, 2025, by James Williams, as Vice President of Caribbean Isles Owner, L.L.C., a Delaware limited liability company, on behalf of the company.

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: \_\_\_\_\_

*Latoria Monique Scott*  
Signature of Notary Public  
Latoria Monique Scott  
Print, Type, or Stamp Commissioned Name of Notary Public





## 25' WIDE DRAINAGE PARCEL

Situated in the State of Florida, County of Pinellas, Section 10, Township 30 South, Range 15 East, Tallahassee Meridian, being a portion of the 25' Wide Drainage Parcel recorded in Official Records Book 693, Page 312, being part of Lots 20 and 29, the Pinellas Groves Subdivision according to the plat thereof as recorded in Plat Book 1, Page 55; all deed and plat references refer to the public records of Pinellas County, Florida and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 10, Township 30 South, Range 15 East;

Thence North 00°18'05" East, along the East line of the SW quarter of said Section 10, a distance of 50.00 feet to a point on the northerly right of way line of Walsingham Road (variable in width);

Thence North 89°07'15" West, along the said northerly right of way line, a distance of 1286.31 feet to a found PK Nail "LB 3945" at a southwest corner of Caribbean Isles Owner, L.L.C. tract, at the Point of Beginning for this description;

Thence along a portion of said 25' wide drainage parcel, the following courses:

North 89°07'15" West, continuing along the said right of way line, a distance of 25.01 feet to a point on said 25' wide drainage parcel;

North 00°15'48" East, a distance of 1254.40 feet to a point on said 25' wide drainage parcel and a point on a 15 foot projection to the east of the northerly line of said Caribbean Isles Owner, L.L.C. tract;

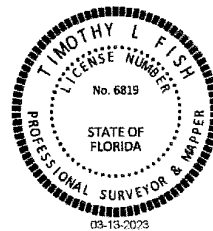
South 89°08'11" East, along the projection of the said north line, a distance of 25.01 feet to a point on said 25' wide drainage parcel and on a west line of said Caribbean Isles Owner, L.L.C. tract;

South 00°15'48" West, along the said west line, a distance of 1254.41 feet to the Point of Beginning and containing 31,365 square feet or 0.720 acre.

The basis of bearing is based on a bearing of North 89°07'15" West for the north right of way line of Walsingham Road per Official Records Book 14667, Page 2484.

By: Timothy L Fish Timothy L Fish  
 Timothy L Fish, PSM  
 Florida Professional Surveyor and Mapper No. LS 6819  
 Florida Certificate of Authorization No. LB 7351  
 For and on behalf of Millman Surveying, Inc.

Digitally signed by  
 Timothy L Fish  
 Date: 2023.03.14  
 10:43:56 -04'00'



Sheet 2 of 2