

**THIS INSTRUMENT PREPARED BY:**

Jessica Henderson, Real Property Coordinator  
Property Acquisition Division  
On behalf of: Joy Leggett-Murphy, Property Acquisition Division  
Manatee County Property Management Department  
1112 Manatee Avenue West, Suite 800  
Bradenton, Florida 34205



PROJECT NAME: IAA Fire Hydrants  
PID NO: 2575110016

SPACE ABOVE THIS LINE FOR RECORDING DATA

**PERMANENT UTILITIES EASEMENT**

**THIS INDENTURE** made this 18<sup>th</sup> day of December, 2020, between **JMW PROPERTIES, INC.**, a Delaware corporation, whose mailing address is 802 11th Street West, Bradenton, Florida 34205, as "Grantor," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, as "Grantee,"

**WITNESSETH:**

**THAT** said Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and transferred, and by these presents does grant, bargain, sell, and transfer unto Grantee, a **nonexclusive, permanent easement for ingress, egress, construction, and maintenance of surface and/or underground utility facilities** over, under, and across the property situate in Manatee County, State of Florida, more particularly described as Parcel 2575110016 in **Exhibit "A"** attached hereto and incorporated herein by this reference.

**THAT** said Grantor reserves unto itself, its heirs, successors or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

**IN WITNESS WHEREOF**, Grantor has hereunto set its hand and seal, the day and year above written.

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**

Signed, sealed and delivered in the presence of two witnesses as required by law.

**GRANTOR:**  
**JMW PROPERTIES, INC.,** a Delaware corporation

[Signature]  
First Witness Signature

By: [Signature]  
Signature

SHAWN K NICHOLS  
First Witness Printed Name

As: PRESIDENT  
Title

Kenneth Jones  
Second Witness Signature

P. JOSEPH HORISK, JR  
Printed Name

KC Jones  
Second Witness Printed Name

Affix corporate seal below:

Attest: [Signature]  
Secretary Signature

STATE OF Delaware  
COUNTY OF New Castle

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

- physical presence or
- online notarization

this 18 day of December, 2020, by P. JOSEPH HORISK, JR  
PRESIDENT of JMW Properties, Inc., a Delaware corporation, on behalf of the corporation, who

- is personally known to me or
- has produced \_\_\_\_\_ as

identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

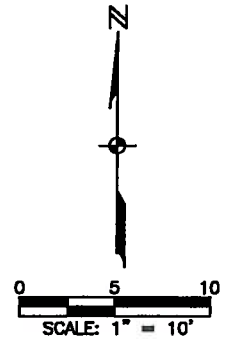
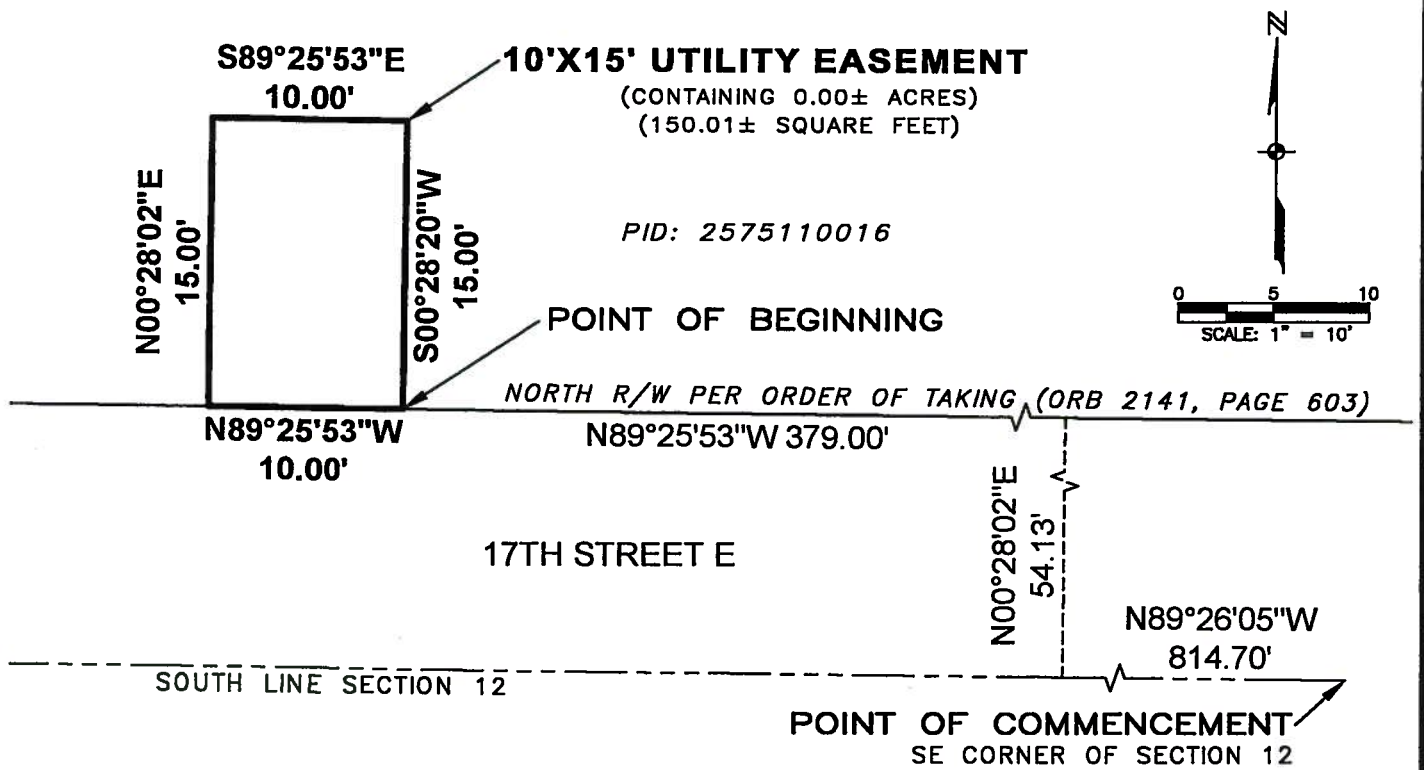
[Signature]  
Signature of Notary Public

My Commission Expires: 4/16/24

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

**PENNY S. BARNES**  
**NOTARY PUBLIC**  
**STATE OF DELAWARE**  
My Commission Expires April 16, 2024

SECTION 12, TOWNSHIP 34 SOUTH, RANGE 17 EAST

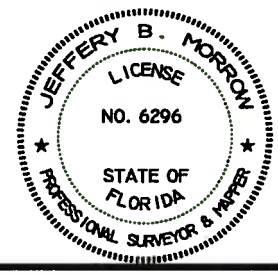


**DESCRIPTION**

A 10'X15' UTILITY EASEMENT LYING IN SECTION 12, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 17 EAST; THENCE N.89°26'05\"W., ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 814.70 FEET; THENCE N.00°28'02\"E., A DISTANCE OF 54.13 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET EAST, PER THE STIPULATED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2141, PAGE 603 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.89°25'53\"W., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 379.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE N.89°25'53\"W., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE N.00°28'02\"E., A DISTANCE OF 15.00 FEET; THENCE S.89°25'53\"E., A DISTANCE OF 10.00 FEET; THENCE S.00°28'20\"W., A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.00 ACRES (150.01 SQUARE FEET), MORE OR LESS.



Digitally signed  
by Jeff Morrow  
Date:  
2020.10.26  
10:38:41 -04'00'

**LEGEND**

- R/W = RIGHT-OF-WAY
- ORB = OFFICIAL RECORDS BOOK
- PID: = PARCEL IDENTIFICATION NUMBER

**POINT BREAK SURVEYING, LLC**

CERTIFICATE OF AUTHORIZATION LB 0007384  
8111 Blaikie Court, Suite E  
Sarasota, FL 34240  
Phone: (941) 378-4797  
Fax: (941) 378-0058

**DESCRIPTION & ACCOMPANYING SKETCH**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/24/20	17th ST Water	12-34-17	1" = 10'	1 OF 1

**THIS INSTRUMENT PREPARED BY:**

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On behalf of: Joy Leggett-Murphy, Property Acquisition Division  
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1112 Manatee Avenue West, Suite 800  
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PROJECT NAME: IAA Fire Hydrants  
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**AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES**

**BEFORE ME**, the undersigned notary public, personally appeared P. Joseph Horisk, Jr who being first duly sworn, deposes and says that, to the best of his knowledge and belief:

1. I have personal knowledge of all matters set forth in this affidavit.
2. JMW Properties, Inc., a Delaware corporation (hereinafter the **Grantor**) is the owner of the fee simple title to certain real property (hereinafter the **Property**) situated in Manatee County, Florida, more particularly described in **Exhibit A** attached to this affidavit and by this reference made a part of this affidavit, and has full authority to sell or encumber the Property.
3. I am the President of Grantor and I make this affidavit with the authority of and on behalf of Grantor.
4. Grantor has sole and exclusive possession of the Property.
5. Neither Grantor's title to nor possession of the Property has ever been disputed or questioned and I am not aware of any facts by reason of which the title to or possession of the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.
6. No person or entity other than Grantor claims or is presently entitled to the right to possess or is in possession of the Property and there are no tenancies, leases, or other occupancies that affect the Property.
7. There are no disputes concerning the location of the boundary lines of the Property.
8. Grantor has not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.

9. There are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which the Grantor is responsible or any unpaid or unsatisfied mortgages, claims of lien, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it. Should any bill be found which relates to the period of the Grantor's possession, the Grantor shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

10. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the Property or the improvements located on it.

11. There are no actions, proceedings, judgments, bankruptcies, liens or executions recorded among the Public Records of Manatee County, Florida, or any other county in Florida or pending against the Grantor in the courts of Manatee County, Florida, or any other courts.

12. There are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the effective date of the title insurance commitment and the recording of the interest to be insured by the title insurance company, and the Grantor has not and will not execute any instrument that would adversely affect the title or interest to be insured in the Property, including but not limited to mortgaging or conveying the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.

13. There has been no labor performed or materials furnished on or to the Property during the past **NINETY (90)** days, or, if labor has been performed or materials furnished during such **NINETY (90)** days, all persons performing or furnishing the same have been fully paid and there are no unpaid bills for labor or materials for which valid liens could be filed.

14. No notice of commencement concerning the Property has been filed in the past **NINETY (90)** days, nor are there any unsatisfied construction liens of record concerning such Property, nor have any notices to owner been received by the Grantor during the past **NINETY (90)** days.

15. There are no outstanding, unrecorded deeds, unsatisfied liens, leases, contracts for sale, judgments, easements or rights-of-way for users, conveyances, mortgages or adverse interests affecting title to the Property except the following:

- A. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 1049, Page 541; as affected by Agreed Order of Taking and Final Judgment as to defendant Florida Power & Light Company's Easement Interest, recorded in Official Records Book 2139, Page 2770.

- B. The terms, provisions, and conditions contained in that certain Manatee County Easement Encroachment Agreement by JMW Properties, Inc., recorded in Official Records Book 2296, Page 4010.
16. The Grantor's Taxpayer Identification Number is 51-0354773.
17. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to accept a Permanent Utilities Easement.
18. This affidavit is made and given by affiant with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**

**AFFIANT NAME**

[Handwritten Signature]  
Signature

STATE OF Delaware  
COUNTY OF New Castle

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

- physical presence or
- online notarization

this 20 day of January, <sup>2021</sup> 2020, by Joseph HORISK JR, who

- is personally known to me or
- has produced \_\_\_\_\_ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

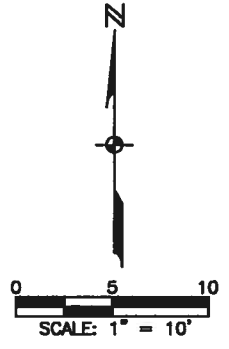
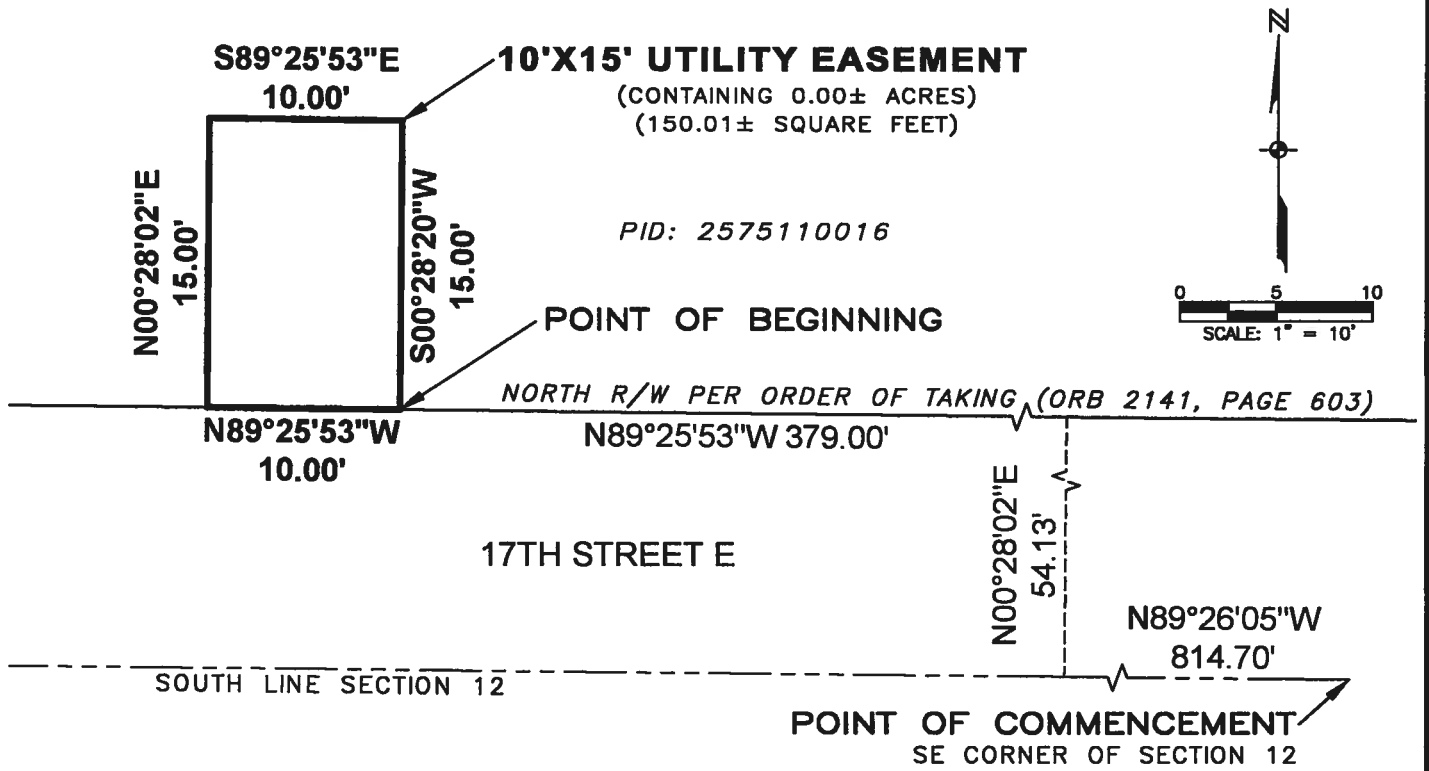
[Handwritten Signature]

My Commission Expires: 4/16/24

Signature of Notary Public  
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

**PENNY S. BARNES**  
**NOTARY PUBLIC**  
**STATE OF DELAWARE**  
My Commission Expires April 16, 2024

SECTION 12, TOWNSHIP 34 SOUTH, RANGE 17 EAST



**DESCRIPTION**

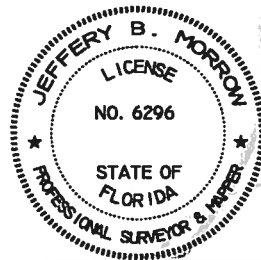
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by Jeff Morrow  
Date:  
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CERTIFICATE OF AUTHORIZATION LB 0007384  
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Phone: (941) 378-4797  
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DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/24/20	17th ST Water	12-34-17	1" = 10'	1 OF 1





**APPROVED** in Open Session  
March 4, 2021  
Manatee County Board of County  
Commissioners

**Board of County Commissioners**  
March 4, 2021 – Land Use Meeting

**SUBJECT**

ACCEPTANCE OF PERMANENT UTILITIES EASEMENT BETWEEN JMW PROPERTIES, INC. AND  
MANATEE COUNTY FOR PROPERTY LOCATED AT 1208 17TH STREET EAST, PALMETTO, FL 34221

**Category**

CONSENT AGENDA

**Briefings**

None

**Contact and/or Presenter Information**

Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management  
Department, Extension 3439

Jessica Henderson, Real Property Coordinator, Property Acquisition Division, Property  
Management Department, Extension 3404

**Action Requested**

- Accept Permanent Utilities Easement from JMW Properties, Inc.; and
- Accept Affidavit of Ownership and Encumbrances from JMW Properties, Inc.

**Enabling/Regulating Authority**

- Chapter 125 of the Florida Statutes, County Government
- Manatee County Comprehensive Plan Goal

**Background Discussion**

- JMW Properties, Inc., a Florida corporation, owns the property located at 1208 17th Street East, Palmetto, FL 34221.
- JMW Properties, Inc. is required to convey a Permanent Utilities Easement to Manatee County in accordance with their Final Site Plan requirements for a commercial development.
- The recording of the Permanent Utilities Easement is also required for JMW Properties, Inc. to receive their Certificate of Occupancy.

## ITEM 9

- The Permanent Utilities Easement encompasses approximately 150 square feet and is located on the South side of the property.

### **Attorney Review**

Not Reviewed (No apparent legal issues)

### **Other (if applicable)**

### **Reviewing Attorney**

### **Instructions to Board Records**

Please email a copy of the approved agenda item to the following:

Jessica Henderson at [jessica.henderson@mymanatee.org](mailto:jessica.henderson@mymanatee.org)

Brandon Masiello at [brandon.masiello@kimley-horn.com](mailto:brandon.masiello@kimley-horn.com)

The agenda item is to accept the easement and record in Board Records only. It was recorded on January 28, 2021, in Official Records as Instrument No. 202141011797 of the Public Records of Manatee County, Florida.

### **Cost and Funds Source Account Number and Name**

### **Amount and Frequency of Recurring Costs**

**THIS INSTRUMENT PREPARED BY:**

Jessica Henderson, Real Property Coordinator  
Property Acquisition Division  
On behalf of: Joy Leggett-Murphy, Property Acquisition Division  
Manatee County Property Management Department  
1112 Manatee Avenue West, Suite 800  
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PROJECT NAME: IAA Fire Hydrants  
PID NO: 2575110016

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**PERMANENT UTILITIES EASEMENT**

**THIS INDENTURE** made this 18th day of December, 2020, between **JMW PROPERTIES, INC.**, a Delaware corporation, whose mailing address is 802 11th Street West, Bradenton, Florida 34205, as "**Grantor**," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, as "**Grantee**,"

**WITNESSETH:**

**THAT** said Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and transferred, and by these presents does grant, bargain, sell, and transfer unto Grantee, a **nonexclusive, permanent easement for ingress, egress, construction, and maintenance of surface and/or underground utility facilities** over, under, and across the property situate in Manatee County, State of Florida, more particularly described as Parcel 2575110016 in **Exhibit "A"** attached hereto and incorporated herein by this reference.

**THAT** said Grantor reserves unto itself, its heirs, successors or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

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**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**

Signed, sealed and delivered in the presence of two witnesses as required by law.

**GRANTOR:**  
**JMW PROPERTIES, INC.**, a Delaware corporation

[Signature]  
First Witness Signature  
SHAWN K NICHOLS  
First Witness Printed Name

By: [Signature]  
Signature  
As: PRESIDENT  
Title

[Signature]  
Second Witness Signature  
KC JONES  
Second Witness Printed Name

P. JOSEPH HORISK, JR  
Printed Name

Affix corporate seal below:

Attest: [Signature]  
Secretary Signature

STATE OF Delaware  
COUNTY OF New Castle

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

- physical presence or
- online notarization

this 18 day of December, 2020, by P. JOSEPH HORISK JR as PRESIDENT of JMW Properties, Inc., a Delaware corporation, on behalf of the corporation, who

- is personally known to me or
- has produced \_\_\_\_\_ as

identification.

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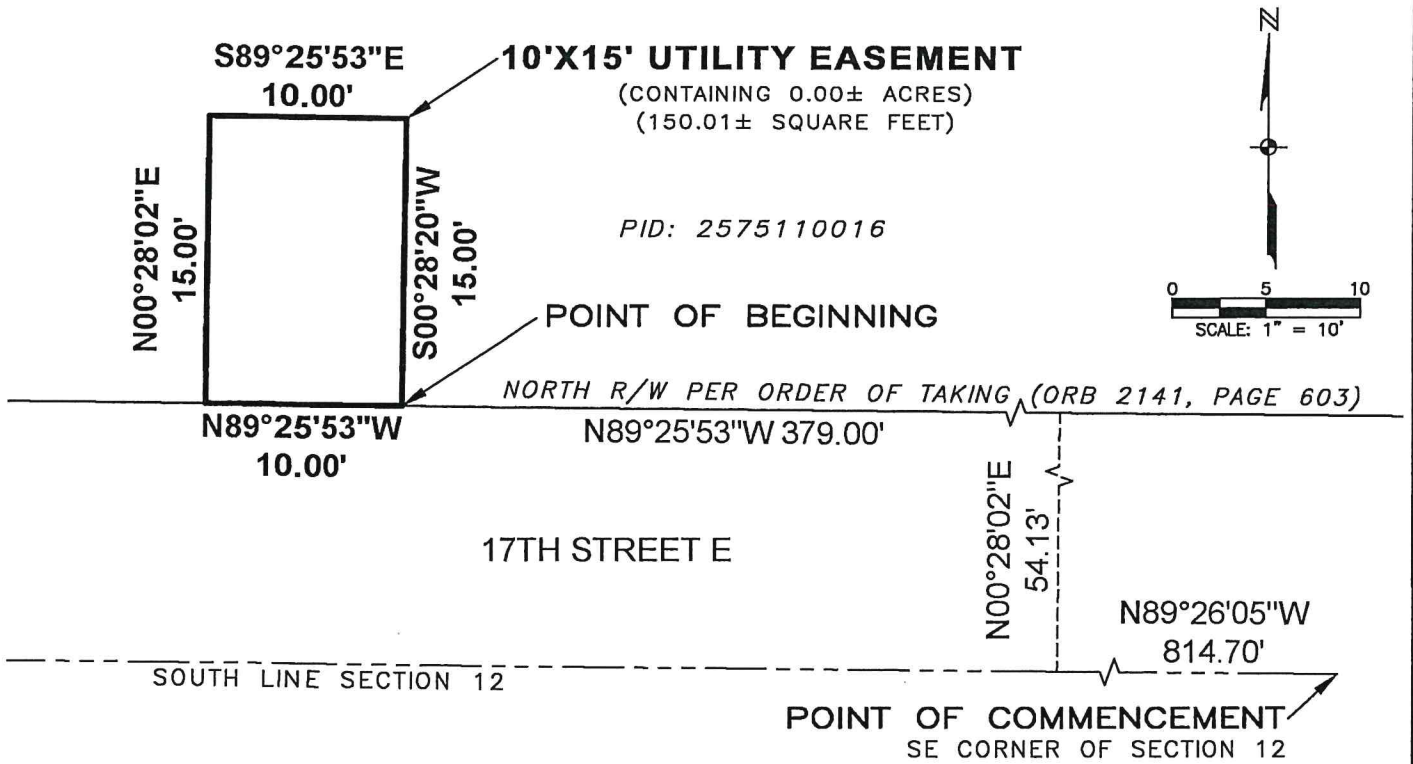
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Signature of Notary Public

My Commission Expires: 4/16/24

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**STATE OF DELAWARE**  
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- 16. The Grantor's Taxpayer Identification Number is 51-0354773.
- 17. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to accept a Permanent Utilities Easement.
- 18. This affidavit is made and given by affiant with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**



**AFFIANT NAME**

[Signature]  
Signature

STATE OF Delaware  
COUNTY OF New Castle

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

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this 20 day of January, <sup>2021</sup> 2020, by Joseph HORISK JR, who

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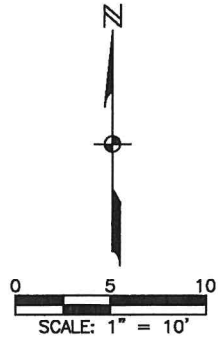
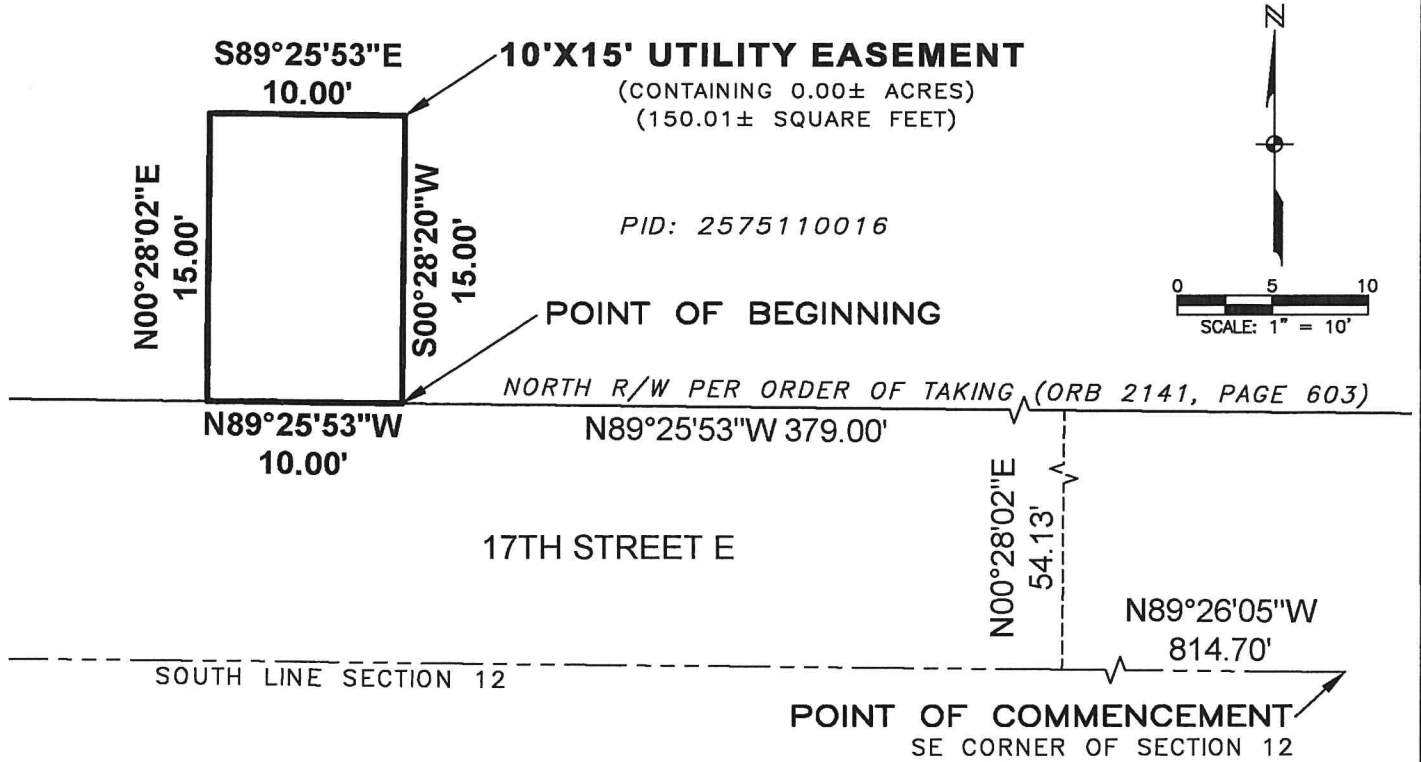
[Signature]

My Commission Expires: 4/16/24

Signature of Notary Public  
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

**PENNY S. BARNES**  
**NOTARY PUBLIC**  
**STATE OF DELAWARE**  
My Commission Expires April 16, 2024

SECTION 12, TOWNSHIP 34 SOUTH, RANGE 17 EAST



**DESCRIPTION**

A 10'X15' UTILITY EASEMENT LYING IN SECTION 12, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 17 EAST; THENCE N.89°26'05"W., ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 814.70 FEET; THENCE N.00°28'02"E., A DISTANCE OF 54.13 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET EAST, PER THE STIPULATED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2141, PAGE 603 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.89°25'53"W., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 379.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE N.89°25'53"W., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE N.00°28'02"E., A DISTANCE OF 15.00 FEET; THENCE S.89°25'53"E., A DISTANCE OF 10.00 FEET; THENCE S.00°28'20"W., A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.00 ACRES (150.01 SQUARE FEET), MORE OR LESS.

**LEGEND**  
 R/W = RIGHT-OF-WAY  
 ORB = OFFICIAL RECORDS BOOK  
 PID: = PARCEL IDENTIFICATION NUMBER



Digitally signed  
 by Jeff Morrow  
 Date:  
 2020.10.26  
 10:38:41 -04'00'

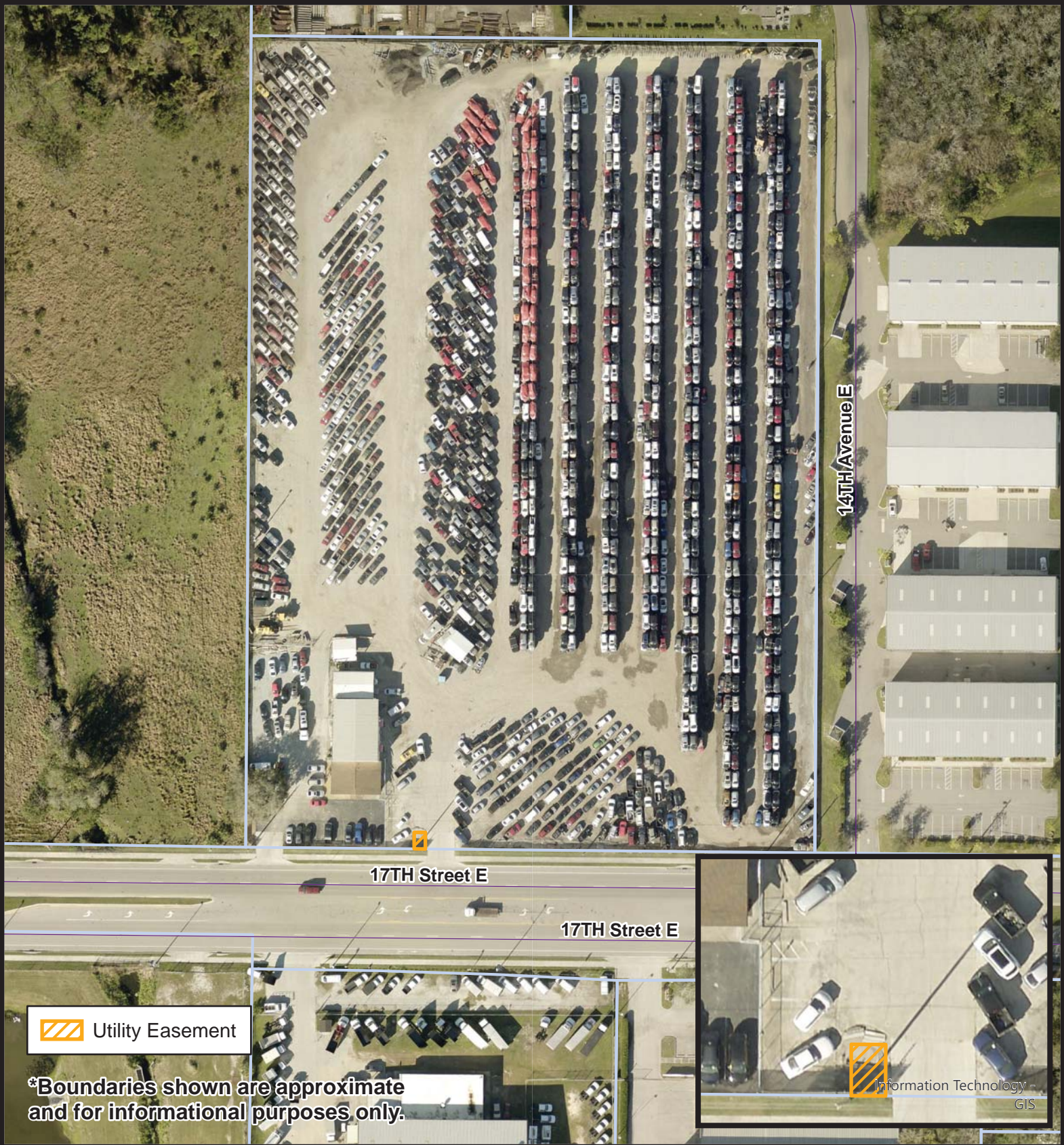
**POINT BREAK SURVEYING, LLC**

CERTIFICATE OF AUTHORIZATION LB 0007384  
 8111 Blaikie Court, Suite E  
 Sarasota, FL 34240  
 Phone: (941) 378-4797  
 Fax: (941) 378-0058

**DESCRIPTION & ACCOMPANYING SKETCH**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/24/20	17th ST Water	12-34-17	1" = 10'	1 OF 1





**PERMANENT UTILITIES EASEMENT**

**JMW PROPERTIES, INC  
 1208 17TH STREET EAST  
 PALMETTO, FL 34221  
 PID 2575110016**



**DISTRICT 2- REGGIE BELLAMY**