

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: Fifth Third Bank 14th Street West
PID NO: 5903110109

SPACE ABOVE THIS LINE FOR RECORDING DATA

PERMANENT UTILITIES EASEMENT

THIS INDENTURE made this 26TH day of OCTOBER, 2021, between **GH & G FLAMINGO LLC**, a Florida limited liability company, whose mailing address is 101 South Bay Boulevard Suite B-3, Anna Maria, Florida 34216, 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 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.

ACCEPTED IN OPEN SESSION 12/14/21
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

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

Andria Ludlum
First Witness Signature

Andria Ludlum
First Witness Printed Name

GRANTOR:
GH & G FLAMINGO LLC, a Florida limited liability company

By: [Signature]
Daniel S. Howe, Manager

[Signature]
Second Witness Signature

DAVID R. GRZYBOSKI
Second Witness Printed Name

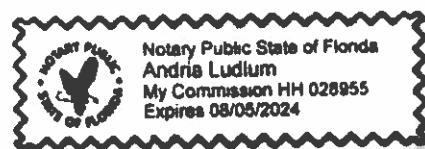
STATE OF Florida
COUNTY OF Manatee

Before me, a Notary Public, the foregoing instrument was acknowledged by means of
 physical presence or
 online notarization
this 26th day of October, 2021, by Daniel Howe, as Manager of GH & G FLAMINGO LLC, a Florida limited liability company, on behalf of the company, who
 is personally known to me or
 has produced _____ as

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

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

My Commission Expires: 08/05/2024



SKETCH OF DESCRIPTION EXHIBIT "A" - NOT A SURVEY -

SHEET 1 OF 2

LEGAL DESCRIPTION

UTILITY EASEMENT

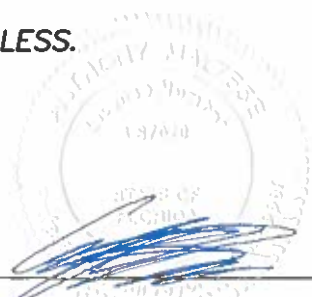
A TRACT OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, ALSO BEING A PORTION OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2359, PAGE 7973, AND BOOK 2613, PAGE 5918, PUBLIC RECORDS OF MANATEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE FORMER NORTH RIGHT-OF-WAY LINE FLAMINGO BOULEVARD (ALSO KNOWN AS 60TH AVENUE) AND THE FORMER WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41 (ALSO KNOWN AS 14TH STREET), AS SHOWN ON THE PLAT OF BAYSHORE GARDENS, SECTION 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 18, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 88°30'00" WEST, ALONG SAID NORTH RIGHT-WAY-LINE OF FLAMINGO BOULEVARD, A DISTANCE OF 133.14 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 01°29'33" EAST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°30'27" WEST, A DISTANCE OF 31.39 FEET; THENCE NORTH 01°29'33" EAST, A DISTANCE OF 2.70 FEET; THENCE NORTH 43°49'29" WEST, A DISTANCE OF 56.52 FEET; THENCE NORTH 01°29'33" EAST, A DISTANCE OF 12.39 FEET; THENCE SOUTH 88°30'27" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 01°29'33" EAST, A DISTANCE OF 43.89 FEET; THENCE NORTH 46°29'33" EAST, A DISTANCE OF 12.64 FEET; THENCE NORTH 01°29'46" EAST, A DISTANCE OF 30.36 FEET; THENCE SOUTH 88°25'19" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 01°29'33" WEST, A DISTANCE OF 36.55 FEET; THENCE SOUTH 46°29'33" WEST, A DISTANCE OF 12.64 FEET; THENCE SOUTH 01°29'33" WEST, A DISTANCE OF 58.64 FEET; THENCE SOUTH 43°49'29" EAST, A DISTANCE OF 33.95 FEET; THENCE SOUTH 88°30'02" EAST, A DISTANCE OF 17.44 FEET; THENCE SOUTH 01°29'33" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2745 SQUARE FEET, OR 0.063 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

- 1) BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF FLAMINGO BOULEVARD HAVING AN ASSUMED BEARING OF N 88°30'00" W.
- 2) SEE SHEET 2 FOR GEOMETRY.
- 3) I HEREBY AFFIRM THAT THIS MAP OR PLAN REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C. PURSUANT TO CHAPTER 472 FLORIDA STATUTE. UNLESS THIS SURVEY BEARS THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEY AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- 4) THIS FIRM IS UNAWARE OF, AND NOT PROVIDED ANY TITLE DOCUMENTS IN REFERENCE TO THIS SUBJECT PROPERTY IN PREPARING THIS DOCUMENT.



ANTHONY MALTESE, P.E., P.L.S., P.S.M., P.P., C.M.E.
PROFESSIONAL LAND SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
NJ LICENSE No. 42759 - PA LICENSE SU-075530 - FL LICENSE LS7020

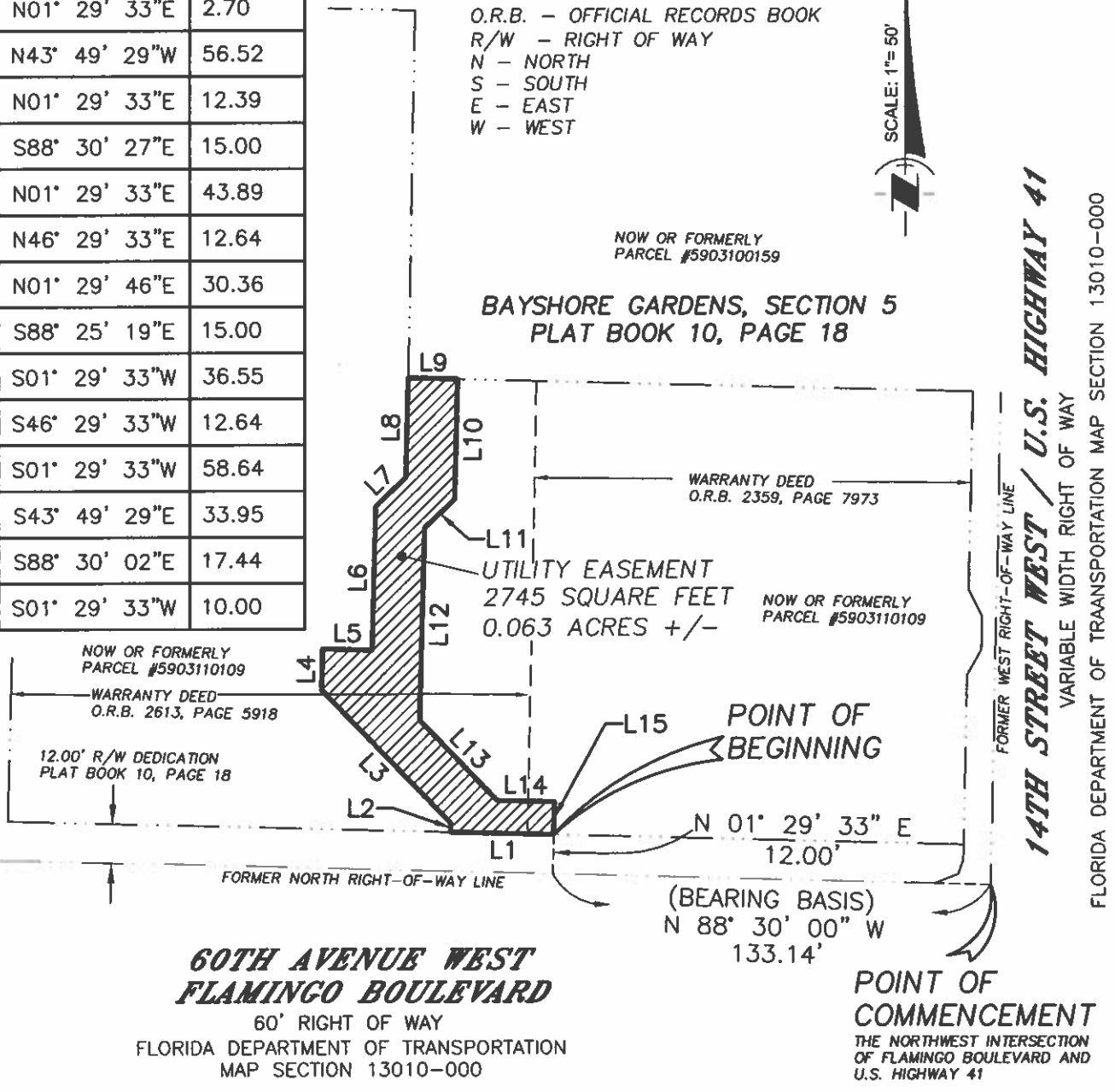
AMERICAN LAYOUT & LAND SURVEYING
5125 Adanson Street, Suite 800, Orlando, Florida 32804
Tele. No. (844) 787-8399
LICENSED BUSINESS No. 8131
AMERICAN LAYOUT/2652/2652 SOD2

SKETCH OF DESCRIPTION EXHIBIT "A" - NOT A SURVEY -

Line #	Direction	Distance
L1	N88° 30' 27"W	31.39
L2	N01° 29' 33"E	2.70
L3	N43° 49' 29"W	56.52
L4	N01° 29' 33"E	12.39
L5	S88° 30' 27"E	15.00
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L8	N01° 29' 46"E	30.36
L9	S88° 25' 19"E	15.00
L10	S01° 29' 33"W	36.55
L11	S46° 29' 33"W	12.64
L12	S01° 29' 33"W	58.64
L13	S43° 49' 29"E	33.95
L14	S88° 30' 02"E	17.44
L15	S01° 29' 33"W	10.00

ABBREVIATIONS

O.R.B. - OFFICIAL RECORDS BOOK
 R/W - RIGHT OF WAY
 N - NORTH
 S - SOUTH
 E - EAST
 W - WEST



SURVEYOR'S NOTES

- 1) Bearings are based on the North right-of-way line of Flamingo Boulevard having an assumed bearing of N 88°30'00" W.
- 2) See sheet 1 for Legal Description.

AMERICAN LAYOUT & LAND SURVEYING
 5125 Adanson Street, Suite 800, Orlando, Florida 32804
 Tele. No. (844) 787-8399
 LICENSED BUSINESS No. 8131
 AMERICAN LAYOUT/2652/2652 SOD2

CONSENT AND JOINDER

THIS CONSENT AND JOINDER, made and given this 21st day of OCTOBER, 2021, by **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, a federally chartered institution, whose mailing address is 38 Fountain Square Plaza, Cincinnati, OH 45263, (hereinafter the **Lessee**), being the owner and holder of a Lease dated August 20, 2019, made between **GH&G Flamingo, LLC**, a Florida limited liability company, whose mailing address is 101 South Bay Boulevard Suite B-3, Anna Maria, Florida 34216, (hereinafter the **Lessor**), which Lease is evidenced by that certain Memorandum of Lease dated January 21, 2021, that has been recorded as Instrument No. 202141010107, of the Public Records of Manatee County, Florida (hereinafter the **Lease**), and encumbers real property.

WHEREAS, MANATEE COUNTY, a political subdivision of the State of Florida, for good and valuable consideration, has or will obtain from the Lessor a Permanent Utilities Easement (hereinafter the **Easement**), encumbering the lands described in the Easement, to which this Consent and Joinder is attached.

WHEREAS, MANATEE COUNTY has requested the Lessee consent to and join in the Easement referenced above and incorporated herein by reference, and the Lessee hereby consents to and joins in same.

IN WITNESS WHEREOF, the Lessee has caused these presents to be executed in its name and its seal to be hereunto affixed, by its proper agent thereunto duly authorized, the day and year first above written.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

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



First Witness Signature

GLORIA SAMUEL

First Witness Printed Name



Second Witness Signature

LISA COMBUS

Second Witness Printed Name

LESSEE:
FIFTH THIRD BANK, NATIONAL
ASSOCIATION, a federally chartered
institution

By: 

Signature

As: VICE PRESIDENT

Title

TAMMALA BROOKS

Printed Name

By: 

Signature

As: Thomas A. Ross

Title VP-Director of Corporate Real Estate

Printed Name

STATE OF OHIO
COUNTY OF HAMILTON

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

- physical presence or
 online notarization

this 21 day of October, 2021, by Tammala Brooker, as
VP of FIFTH THIRD BANK, NATIONAL ASSOCIATION, a federally chartered institution, on behalf of said 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]

Jennifer E. Hume

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

My Commission Expires: 8/31/2026



JENNIFER E. HUME
Notary Public, State of Ohio
My Commission Expires
August 31, 2026
COMMISSION: 2021-RE-836650

STATE OF OHIO
COUNTY OF HAMILTON

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

- physical presence or
 online notarization

this 21 day of October, 2021, by Thomas Ross, as
VP of FIFTH THIRD BANK, NATIONAL ASSOCIATION, a federally chartered institution, on behalf of said 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]

Jennifer E. Hume

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



JENNIFER E. HUME
Notary Public, State of Ohio
My Commission Expires
August 31, 2026
COMMISSION: 2021-RE-836650

CONSENT AND JOINDER

THIS CONSENT AND JOINDER, made and given this 25th day of October, 2021, by **SOUTH STATE BANK, N.A.**, a national banking association, successor by merger to **CENTERSTATE BANK, N.A.**, whose mailing address is 1101 1st Street South, Winter Haven, FL 33880, (hereinafter the **Mortgagee**), being the owner and holder of a Mortgage dated December 16, 2020, made by **GH&G Flamingo, LLC**, a Florida limited liability company, whose mailing address is 101 South Bay Boulevard Suite B-3, Anna Maria, FL 34216, (hereinafter the **Mortgagor**), in favor of Mortgagee, which Mortgage has been recorded in Official Records Instrument No. 202041141412, of the Public Records of Manatee County, Florida (hereinafter the **Mortgage**), and encumbers real property.

WHEREAS, MANATEE COUNTY, a political subdivision of the State of Florida, for good and valuable consideration, has or will obtain from the Mortgagor a Permanent Utilities Easement (hereinafter the **Easement**), encumbering the lands described in the Easement, to which this Consent and Joinder is attached.

WHEREAS, MANATEE COUNTY has requested the Mortgagee consent to and join in the Easement referenced above and incorporated herein by reference, and the Mortgagee hereby consents to and joins in same.

IN WITNESS WHEREOF, the Mortgagee has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper agent thereunto duly authorized, the day and year first above written.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

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

[Signature]
First Witness Signature

Sherrice Johnson
First Witness Printed Name

[Signature]
Second Witness Signature

Fatima Khan
Second Witness Printed Name

STATE OF Georgia
COUNTY OF Forsyth

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

- physical presence or
- online notarization

this 25th day of October, 2021, by Steven T Hyde as Area Executive of South State Bank, N.A., a national banking association, on behalf of said national banking association, 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

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



MORTGAGEE:

SOUTH STATE BANK, N.A., a national banking association, successor by merger to CENTERSTATE BANK, N.A.

By: [Signature]
Signature

As: SVP / AREA EXECUTIVE
Title

STEVEN T. HYDE
Printed Name

My Commission Expires: 8/19/2023

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: Fifth Third Bank 14th Street West
PID NO: 5903110109

SPACE ABOVE THIS LINE FOR RECORDING DATA

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

BEFORE ME, the undersigned notary public, personally appeared **DANIEL S. HOWE**, 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. **GH & G FLAMINGO, LLC**, a Florida limited liability company (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 Manager 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, subject to the rights of Fifth Third Bank, National Association ("**Fifth Third Bank**"), as Tenant under that certain Lease with Grantor dated August 20, 2019, which Lease is more particularly described in that certain Memorandum of Lease dated January 21, 2021, recorded as Instrument Number: 202141010107 with the Clerk of Courts, Manatee County, Florida (hereinafter the **Fifth Third Lease** and the **Fifth Third Memorandum of Lease** respectively).
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, except for the Fifth Third Lease.

ACCEPTED IN OPEN SESSION 12/14/21
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

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, except for that certain mortgage from Grantor to CenterState Bank N.A., dated December 16, 2020, as Instrument Number 202041141412, aforesaid records (the "**CenterState Mortgage**"). Should any bill be found which relates to the period of the Grantor's possession for which Grantor is responsible for payment, 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, except for the CenterState Mortgage.

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. Notwithstanding the foregoing, Grantor hereby discloses that it is under contract to sell the Property, which closing is currently anticipated to occur in December of 2021.

13. There has been no labor performed or materials furnished on or to the Property by, through, or under Grantor 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 by, through, or under Grantor, nor are there any unsatisfied construction liens

of record concerning such Property, nor have any actual lien notices 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. The Fifth Third Lease.
- B. Easement recorded February 3, 1958 in Deed Book 381, Page 349 of the Public Records of Manatee County, Florida.
- C. Perpetual Easement recorded January 9, 2014 in Book 2505, Page 1081 of the Public Records of Manatee County, Florida.
- D. Notice of Commencement recorded January 13, 2021 as Instrument No. 202141004896 of the Public Records of Manatee County, Florida.
- E. Memorandum of Lease recorded January 26, 2021 as Instrument No. 202141010107 of the Public Records of Manatee County, Florida.
- F. Notice of Commencement recorded April 28, 2021 as Instrument No. 202141055401 of the Public Records of Manatee County, Florida.
- G. Notice of Commencement recorded July 9, 2021 as Instrument No. 202141091332 of the Public Records of Manatee County, Florida.
- H. Easement recorded July 29, 2021 as Instrument No. 202141100682 of the Public Records of Manatee County, Florida.
- I. The CenterState Mortgage.
- J. Easement granted by instrument recorded February 15, 1991 in Book 1325, Page 1237, as depicted on that certain Survey conducted October 30, 2020.
- K. Terms and conditions of that certain Declaration of Restrictive Covenants and Easements recorded July 1, 2015 in Book 2576, Page 1115, as amended by First Amendment to Declaration of Restrictive Covenants and Easements recorded August 18, 2015 in Book 2583, Page 475 and Second Amendment to Declaration of Restrictive Covenants and Easements recorded December 18, 2020 as Instrument No. 202041141409 of the Public Records of Manatee County, Florida.
- L. Easement Agreement recorded August 18, 2015 in Book 2583, Page 481 of the Public Records of Manatee County, Florida, and depicted on that certain Survey conducted October 30, 2020, last revised December 14, 2020.

16. The Grantor's Taxpayer Identification Number is 84-5177354.

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.

DANIEL S. HOWE

Daniel S. Howe
Signature

STATE OF Florida
COUNTY OF Manatee

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

physical presence or

online notarization

this 26th day of October, 2021, by Daniel S. Howe, who

is personally known to me or

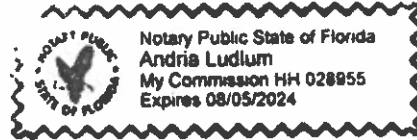
has produced _____ as identification.

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

Andria Ludlum

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

My Commission Expires: 08/05/2024



**SKETCH OF DESCRIPTION
EXHIBIT "A"
- NOT A SURVEY -**

SHEET 1 OF 2

LEGAL DESCRIPTION

UTILITY EASEMENT


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ANTHONY MALTESE, P.E., P.L.S., P.S.M., P.P., C.M.E.
PROFESSIONAL LAND SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
NJ LICENSE No. 42759 - PA LICENSE SU-075530 - FL LICENSE LS7020

AMERICAN LAYOUT & LAND SURVEYING
5125 Adanson Street, Suite 800, Orlando, Florida 32804
Tele. No. (844) 787-8399
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 S - SOUTH
 E - EAST
 W - WEST



NOW OR FORMERLY
 PARCEL #5903100159

**BAYSHORE GARDENS, SECTION 5
 PLAT BOOK 10, PAGE 18**

WARRANTY DEED
 O.R.B. 2359, PAGE 7973

UTILITY EASEMENT
 2745 SQUARE FEET
 0.063 ACRES +/-

NOW OR FORMERLY
 PARCEL #5903110109

NOW OR FORMERLY
 PARCEL #5903110109
 WARRANTY DEED
 O.R.B. 2613, PAGE 5918

12.00' R/W DEDICATION
 PLAT BOOK 10, PAGE 18

14TH STREET WEST / U.S. HIGHWAY 41
 VARIABLE WIDTH RIGHT OF WAY
 FORMER WEST RIGHT-OF-WAY LINE
 FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 13010-000

**60TH AVENUE WEST
 FLAMINGO BOULEVARD**

60' RIGHT OF WAY
 FLORIDA DEPARTMENT OF TRANSPORTATION
 MAP SECTION 13010-000

POINT OF BEGINNING
 N 01° 29' 33" E
 12.00'
 (BEARING BASIS)
 N 88° 30' 00" W
 133.14'

POINT OF COMMENCEMENT
 THE NORTHWEST INTERSECTION
 OF FLAMINGO BOULEVARD AND
 U.S. HIGHWAY 41

SURVEYOR'S NOTES

- 1) Bearings are based on the North right-of-way line of Flamingo Boulevard having an assumed bearing of N 88°30'00" W.
- 2) See sheet 1 for Legal Description.

AMERICAN LAYOUT & LAND SURVEYING

5125 Adanson Street, Suite 800, Orlando, Florida 32804

Tele. No. (844) 787-8399

LICENSED BUSINESS No. 8131

AMERICAN LAYOUT/2652/2652 SOD2



Board of County Commissioners December 14, 2021 - Regular Meeting

SUBJECT

ACCEPTANCE OF PERMANENT UTILITIES EASEMENT FROM GH & G FLAMINGO LLC FOR PROPERTY LOCATED AT 5942 14TH STREET WEST, BRADENTON, FL 34207 - DISTRICT 4

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 **recorded**

- Accept Permanent Utilities Easement from GH & G Flamingo LLC (includes Consent and Joinder from South State Bank, N.A., and from Fifth Third Bank, National Association); and
- Accept Affidavit of Ownership and Encumbrances from Daniel S. Howe as Manager of GH & G Flamingo LLC.

Enabling/Regulating Authority

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

Background Discussion

- GH & G Flamingo LLC, a Florida limited liability company, owns the property located at 5942 14th Street West, Bradenton, FL 34207.
- GH & G Flamingo LLC 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 GH & G Flamingo LLC to receive their Certificate of Occupancy.
- Fifth Third Bank, National Association, who holds an interest in the property, consents to and joins in the easement.
- Centerstate Bank, N.A., who holds an interest in the property, consents to and joins in the easement.
- The Permanent Utilities Easement encompasses approximately 2,745 square feet and is located on the South side of the property off of Flamingo Boulevard.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

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

- Jessica Henderson at jessica.henderson@mymanatee.org
- David Gryboski at david@ghgdevelopment.com
- Dale Reaume at dale.reaume@iegrouop.net

Orig. document returned to J. Henderson, 12/15/21, RT

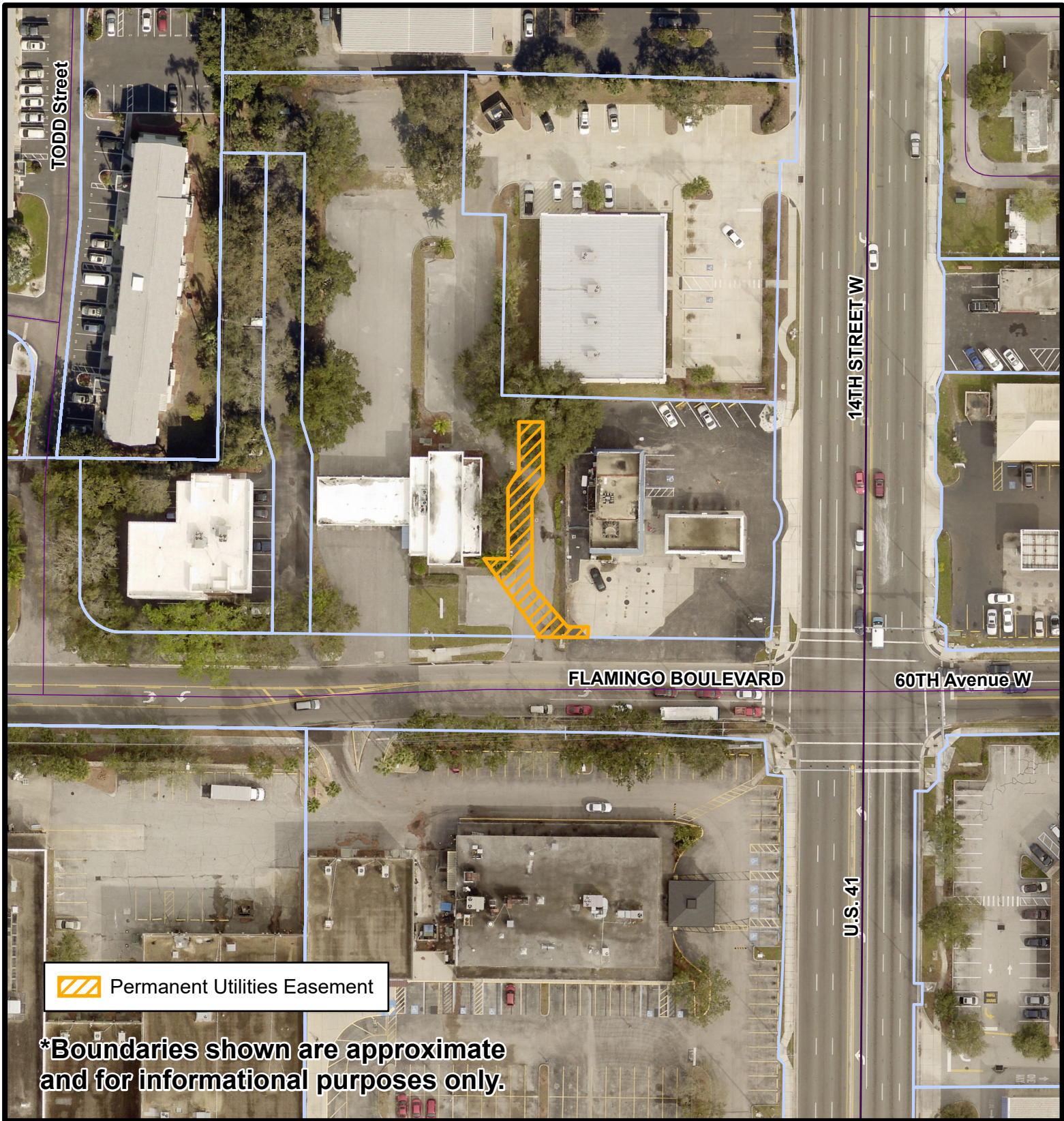
This agenda item is to accept the easement and record in Board Records only. It was recorded on November 4, 2021, in Official Records as Instrument No. 202141147525 of the Public Records of Manatee County, Florida.


Cost and Funds Source Account Number and Name

N/A

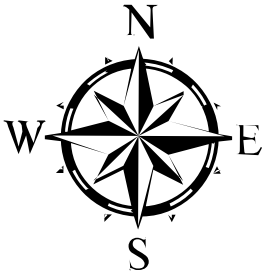
Amount and Frequency of Recurring Costs

N/A



 Permanent Utilities Easement

***Boundaries shown are approximate and for informational purposes only.**



PERMANENT UTILITIES EASEMENT

**GH&G FLAMINGO LLC
5942 14TH STREET WEST
BRADENTON, FL 34207
PID 5903110109**



DISTRICT 4 - MISTY SERVIA