

RESOLUTION 2016-02
A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPRING LAKE
IMPROVEMENT DISTRICT, CONSENTING TO EASEMENTS AND GRANTING
OF PERPETUAL USE

WHEREAS, The Spring Lake Improvement District (hereinafter "District") was created by the Florida Legislature and codified in Chapter 1971-669, Laws of Florida, as amended by Chapter 2005-342, Laws of Florida, as amended by Chapter 2012-264, Laws of Florida, pursuant to the authority granted therein, and:

WHEREAS there are certain easements required in Parcel D of FAIRWAY LAKES that would assist in drainage for the District;

WHEREAS the Owner of Parcel D of FAIRWAY LAKES requested an Agreement that would allow the perpetual use of the golf cart paths that meander onto District property;

WHEREAS the receipt of said easements in favor of the District will allow the District to more effectively perform the water drainage functions for the subject property;

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF SUPERVISORS OF THE SPRING LAKE IMPROVEMENT DISTRICT, as follows:

Section 1. The recitals above are adopted by the Governing Body and are incorporated herein.

Section 2. The Board of Supervisors consents to the Easement Agreement and the Agreement For Access and Perpetual Use Authorization, attached hereto as Exhibits A and B.

DONE AND APPROVED this 11th day of May, 2016.

Spring Lake Improvement District

By: Bill Lawens
Bill Lawens, Chairman

Attest:

By: Tim McKenna
Tim McKenna, Secretary

Prepared by and return to:
Brandon S. Craig, Attorney at Law
ABLES & CRAIG, P.A.
551 South Commerce Avenue
Sebring, FL 33870-3869
863-385-0112
File Number: 7428-816

EASEMENT AGREEMENT

THIS INDENTURE, is made this _____ day of April 2016, between **SOUTH HIGHLANDS INVESTMENT CORPORATION, a Florida corporation**, whose address is 106 East Main Street, Wauchula, Florida 33873, hereinafter "GRANTOR", and **SPRING LAKE IMPROVEMENT DISTRICT, organized and operating under the laws of the state of Florida**, whose address is 115 Spring Lake Blvd., Sebring, FL 33876, hereinafter "GRANTEE".

WITNESSETH:

WHEREAS, GRANTOR and GRANTEE desire that GRANTEE have a non-exclusive easement for the purpose of drainage and maintenance, for use over, upon, through and under those existing and installed drainage facilities, swales and settling ponds / water hazards, lying within Parcel "D" of FAIRWAY LAKES, recorded in Plat Book 12, Page 43, of the Public Records of Highlands County, Florida, TOGETHER WITH a 15 foot strip extending upland from (or away from) said existing and installed drainage facilities. Said non-exclusive easement areas are depicted on the map attached hereto and made a part hereof as Exhibit "A", and are labeled "Existing Pond/Wetland Area to be covered by Easement" (hereinafter the "Subject Property").

NOW THEREFORE, for in consideration of the mutual benefits hereunder and all mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. GRANTOR does hereby grant and convey to GRANTEE, a non-exclusive easement for the purpose of drainage and maintenance, for use over, upon, through and under those existing and installed drainage facilities, swales and settling ponds / water hazards, lying within Parcel "D" of FAIRWAY LAKES, recorded in Plat Book 12, Page 43, of the Public Records of Highlands County, Florida, TOGETHER WITH a 15 foot strip extending upland from (or away from) said existing and installed drainage facilities, as depicted on Exhibit "A".

2. GRANTEE will maintain in perpetuity said swales and settling ponds/water hazards and will assist GRANTOR, or its successors and/or assigns, with the vacation of the public drainage easements that are no longer required as a result of this easement.

3. Prior to exercising its rights described in paragraph #1 above, GRANTEE agrees to coordinate the logistics of paragraph #1 above with GRANTOR, or its successors and/or assigns, and GRANTEE agrees to avoid any interference with GRANTOR's normal course of business.

4. If the Subject Property is damaged during the course of paragraph #1 above, **at no fault of GRANTOR**, GRANTEE agrees that it will restore the Subject Property to its previous condition satisfactory to the GRANTOR, or its successors and/or assigns.

5. This Agreement and provisions hereof shall run with the land, and all benefits and responsibilities and liabilities hereof inure to the benefit and responsibility of the parties, their respective successors and/or assigns.

6. In the event of litigation to enforce this Agreement, the losing party shall pay the prevailing party all costs, including a reasonable attorney's fee incurred through appeals and post judgment collection.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective the last date of execution by the parties.

South Highlands Investment Corporation, a
Florida corporation

By: _____
J.W. Crews, Jr., President

Witness Name: _____

(Corporate Seal)

Witness Name: _____

State of Florida
County of Hardee

The foregoing instrument was acknowledged before me this _____ day of April 2016, by J.W. Crews, Jr., President of South Highlands Investment Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

SPRING LAKE IMPROVEMENT DISTRICT,
organized and operating under the laws of the
state of Florida

By: William Lawens, Chairman

Witness Name: _____

(Corporate Seal)

Witness Name: _____

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me this _____ day of April 2016, by William Lawens, Chairman of SPRING LAKE IMPROVEMENT DISTRICT, organized and operating under the laws of the state of Florida, on behalf of the district. He is personally known to me or has produced a driver's license as identification.

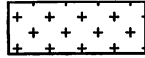
[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

LEGEND:



= Existing Pond / Wetland Area to be Covered by Easement
(Together with additional 15' strip)



= Drainage & Maintenance Easement Area in favor of
Highlands County (granted by Michael Telschow and
recorded in Official Records Book 1184, Page 1878)



= Existing Drainage Pipe (Size Varies)

LEGEND:

⊕⊕⊕⊕⊕ = Existing Pond / Wetland Area to be Covered by Easement (Together with additional 15 strip)

▨ = Drainage & Maintenance Easement Area in favor of Highlands County (granted by Michael Telschow and recorded in Official Records Book 1184, Page 1878)

— = Existing Drainage Pipe (Size Varies)

I hereby certify that I am a Florida Registered Professional Land Surveyor and that the sketch shown herein is a graphic representation of the above described lands, and that said description was generated under my direction and meets or exceeds the "Standards of Practice" as set forth by the Board of Professional Surveyors and Mapmakers, Chapter 51-17.050 through 052 of the Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.

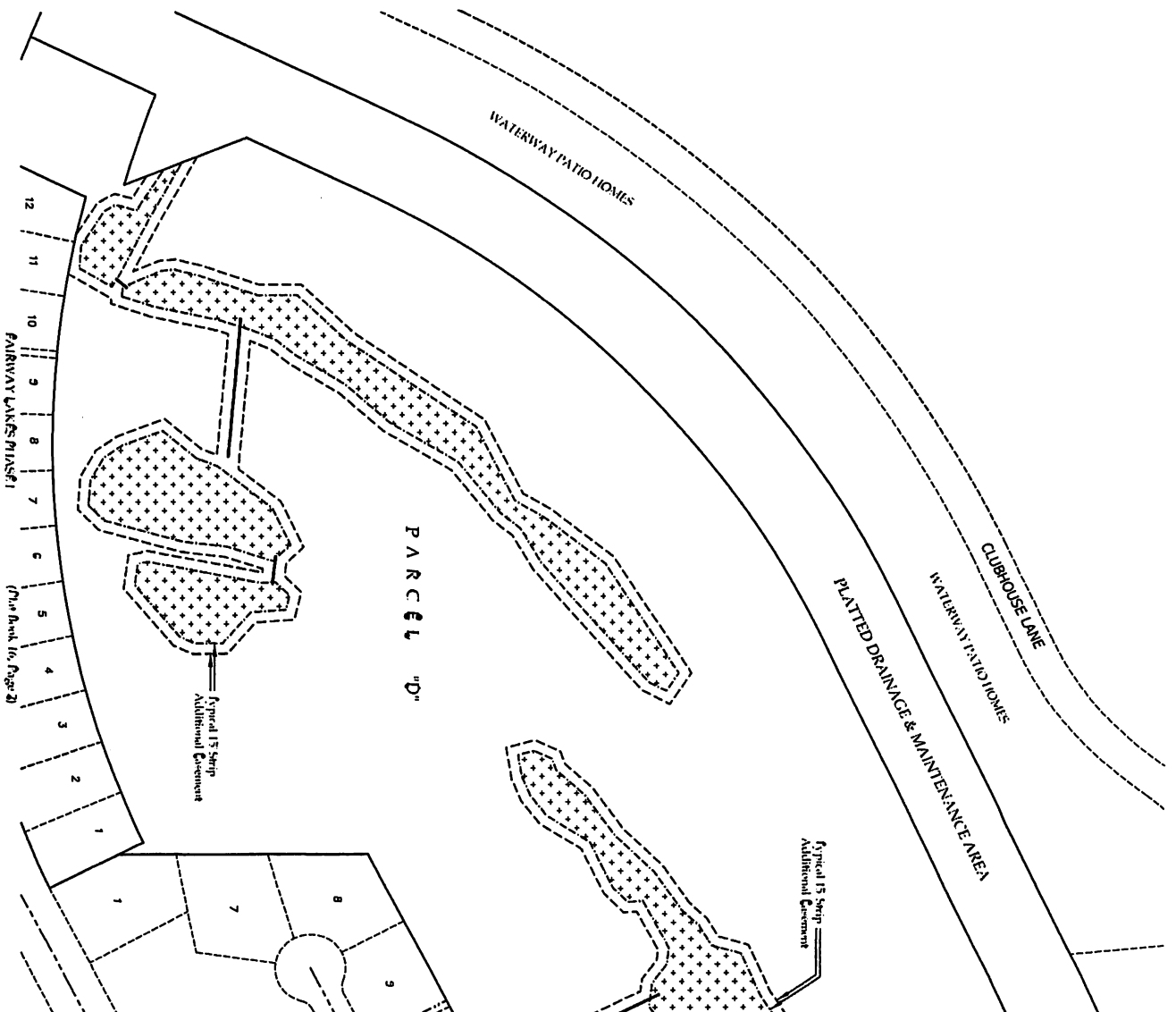
ADDRESS

SCALE

Ralph H. Whisler III, P.L.S.
Highlands County Surveyor
Florida Registration # LS 5248

Signature Date

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



REVISIONS

DATE

BY

DESCRIPTION

DATE

BY

DESCRIPTION

AGREEMENT FOR ACCESS AND PERPETUAL USE AUTHORIZATION

This Agreement by and between SOUTH HIGHLANDS INVESTMENT CORPORATION, a Florida corporation (hereinafter referred to as "SOUTH HIGHLANDS"), whose address is 106 East Main Street, Wauchula, Florida 33873, and SPRING LAKE IMPROVEMENT DISTRICT, organized and operating under the laws of the state of Florida (hereinafter "SPRING LAKE"), whose address is 115 Spring Lake Blvd., Sebring, Florida 33876, entered into and effective the last date of execution by the parties hereto, is for the purpose of providing SOUTH HIGHLANDS, and its successors in interest, with access to and perpetual use of all existing golf cart paths and bridges on the two golf courses known as the Cougar and Panther golf courses, currently owned by SOUTH HIGHLANDS, for as long as used for golf course purposes, some of which encroach upon lands subject to maintenance and drainage easements utilized and maintained by SPRING LAKES, some of which go over and across SPRING LAKE CANALS, some of which encroach upon SPRING LAKE lands all as identified by that certain survey prepared by Whitlock Land Surveying, Inc., Job Number 142-2016 in connection with the sale of said golf course property from SOUTH HIGHLANDS to SQUEEKERS, LLC, a Florida limited liability company.

Executed this day of April, 2016.

Witness as to SOUTH HIGHLANDS

SOUTH HIGHLANDS INVESTMENT
CORPORATION, a Florida corporation

By: _____
Its: _____
Print Name: _____
Dated: _____

Witnesses asto SPRING LAKE

SPRING LAKE IMPROVEMENT DISTRICT,
organized and operating under laws of the State
of Florida

By: _____
Its: _____
Print Name: _____
Dated: _____