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Jeremy R. Anderson Pa
1825 S. Orange Blossom Trail
Apopka, FL 32703

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2012079310 12 PGS
2012 JUN 21 09:28 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt#1510855
Doc Stamp-Deed: 0.70



Prepared by:
When recorded return to:
David A. Webster, Esq.
Webster & Partners, P.L.
450 N. Wymore Road
Winter Park, Florida 32789
Fl. Bar No. 291528

PARCEL ID NOS.: 0496-16-0003 (Tract A) and 0496-16-0007 (Tract B).

**DECLARATION OF COVENANT FOR
PUBLIC CROSS-ACCESS AND UTILITIES EASEMENT
AND
RECIPROCAL EASEMENT WITH COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF COVENANT FOR PUBLIC CROSS-ACCESS AND UTILITIES EASEMENT AND RECIPROCAL EASEMENT WITH COVENANTS AND RESTRICTIONS (the "Declaration") is made this 19th day of June, 2012 by **HANLEX ENGLEWOOD, LLC**, a Florida limited liability company (hereinafter referred to as "HE").

WITNESSETH:

WHEREAS, HE is the owner of that certain tract or parcel of land lying and being in Sarasota County, Florida, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Tract A"); and

WHEREAS, HE also is the owner of that certain tract or parcel of land contiguous to the Tract A and lying and being in Sarasota County, Florida, and being more particularly described on Exhibit "B" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Tract B"; Tract A and the Tract B are each being herein sometimes referred to individually as a "Tract" and collectively as the "Tracts"); and

WHEREAS, HE desires to establish certain easements and rights benefiting and burdening Tracts, as hereinafter provided; and

WHEREAS, HE, as a declarant, intends for the shaded area depicted on the attached Exhibit "C", and identified as the proposed cross access and utility easement thereon (the "Easement") to be open and freely accessible by pedestrian and vehicular traffic as a non-exclusive access easement for ingress and egress between the Tracts.

NOW, THEREFORE, HE declares that the Tracts shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to this Declaration and hereby covenants and declares as follows:

1. Benefited Parties/Binding Effect. The rights, easements and obligations established in

this Agreement shall run with the land, be for the benefit of the owners of the Tracts, as such may change from time to time, and are binding upon the Tracts. The owners of the Tracts may delegate the right to use and maintain the easements granted herein to their respective tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns.

2. Easements.

a. Public Non-Exclusive Access Easement. HE hereby grants to the public (including the owner of Tract B, and its business invitees, etc.), ingress and egress, access and use of the Easement solely for purposes of nonexclusive pedestrian and vehicular ingress and egress to and from the Tracts and adjacent roadways and right-of-ways for use by the owners and occupants of the Tracts and the general public as may be necessary for accessing the Tracts and the improvements thereon, or crossing onto adjoining roads or property. HE reserves the right to make such adjustments in the proposed location of said ingress and egress areas designed for general use as it may, with advice of engineers or architects, determine to be reasonably necessary to permit the intended development of the Tracts. However, the relocation of such easement shall not unreasonably burden the owner of Tract B, nor impose additional costs on the owner of Tract B as a result of such relocation, without the prior written approval of the owner of Tract B.

b. Tract B Utility Easement. HE hereby grants, for the benefit of and as an appurtenance to Tract B, a non-exclusive, perpetual easement over, upon, across and through that portion of the easement area identified in Exhibit "C" attached hereto (the "Easement Area") and located on Tract A for the purposes of installation, maintenance, and use of utilities (underground only), Tract B monument signage (so long as such signage does not unreasonably interfere with the use of Tract A, or contain competitive signage with businesses located on Tract A) and other commercial services, as such shall evolve, pedestrian and vehicular access, ingress and egress, together with the right, but not the obligation, of maintaining and repairing that portion of the Easement Area located on Tract A. So long as HE owns both Tract A and Tract B, HE reserves the right to make such adjustments in the proposed location of said Easement Areas as it may, with advice of engineers or architects, determine to be reasonably necessary to permit the intended development of the Tracts. In the event HE no longer owns both Tract A and Tract B, then in no event shall the Easement Area be altered or changed in any manner without the written consent of the successor parties hereto.

c. HE, for itself and its successors in interest, hereby covenants and agrees to keep and maintain in good order, condition and state of repair, at its sole expense, the Easement Area, including any driveways, curbing, paving, utilities, monument signage and lighting located therein. In the event that any HE defaults in its obligation to so maintain the Easement Area lying on its Tract, then the owner of Tract B shall have the right to perform such maintenance upon ten (10) days advance written notice on behalf of HE and HE shall reimburse the owner of Tract B within ten (10) days of receipt of invoice for same. All rights granted in this Section 2 shall also be deemed granted to each Tract owners' successors, assigns and tenants/lessees.

d. HE hereby further covenants and agrees that it shall not at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier between

Tract A and Tract B or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the easements granted herein, and in the event HE no longer owns both Tract A and Tract B, then each successor owner shall not at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier between Tract A and Tract B or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the easements granted herein. Except as otherwise stated, this Declaration does not dedicate the easements created herein to the general public, nor does this Declaration restrict the use and development of Tract A or Tract B except as stated herein. It is the intent of this Declaration to grant certain public access to the Easement and to grant reciprocal easements over the Easement Area without limiting the right of HE or any subsequent owner of Tract A or Tract B to alter, demolish, redevelop or, subject to the provisions of this Paragraph 2, improve the remainder of each Tract unless expressly stated herein to the contrary.

3. Restrictions on Tract B. HE, for itself and its successors in interest, covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of Tract B for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Ninety-Nine Cents Only, Deals, Big Lots, Walgreens, CVS, Rite Aid, Wal-Mart, Wal-Mart Supercenter, Wal-Mart Express, or Wal-Mart Neighborhood Market.

4. Use Restrictions on Tract A and Tract B. HE covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of either Tract to be used or operated for any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on Tract A or Tract B, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, display or body shop repair operation; (n) any living quarters, sleeping apartments or lodging rooms; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; and (s) any use which creates fire, explosives or other hazards.

1. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Tract or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having

jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

2. Insurance and Indemnification. HE and any successor owner of either Tract shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Florida. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, an owner of either Tract shall provide a certificate of such insurance coverage to the other. An owner of either Tract shall indemnify and hold the owner of the other Tract harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by non-indemnifying party in connection with the exercise by the indemnifying party of the easements and rights created herein, except to the extent caused by the negligence or willful act of non-indemnifying party, its employees, tenants, contractors, agents or licensees.

3. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, the obligations and liability in regards to each Tract shall be limited solely to a party's interest in its respective Tract, as such interest is constituted from time to time. Any claim against a successor-in-interest to this Declaration shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Tract, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Tract, as such interest may be constituted from time to time.

4. Duration. The provisions of this Declaration shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

5. Miscellaneous. This Declaration shall be governed in accordance with the laws of the State of Florida. The paragraph headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof. Nothing in this Declaration shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Declaration or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Declaration may be amended, modified or terminated only in writing, executed and acknowledged by HE, or in the event HE no longer owns both Tract A and Tract B, by all successor parties to this Declaration or their respective successors or assigns, and only with the

prior written consent of Dollar General Corporation, so long as it, its successors, assigns or assignees is occupying Tract A, under a lease in good standing. Time is of the essence of this Agreement.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, HE and EP have set their hands and seals as of the day, month and year first above written.

Witnesses:

[Signature]

Signature STEVEN R ANDERSON

Typed or Printed Name

[Signature]

Signature WILLIAM ANDERSON

Typed or Printed Name

HE:

[Signature]
HANLEX ENGLEWOOD, LLC,
a Florida limited liability company

By:

Title: MANAGING MEMBER

Attest:

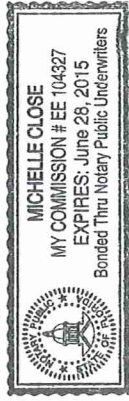
Title: _____

(COMPANY SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of June, 2012 by Hans Pistor, the manager of HANLEX ENGLEWOOD, LLC, a Florida limited liability company, on behalf of the company who is personally known to me OR has produced _____ as identification.

[Signature]
Notary Public, State of Florida



SEAL:

EXHIBIT "A"

Legal Description of Tract A

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF LOT 68, PLAT OF ENGLEWOOD, AS RECORDED IN PLAT BOOK A, PAGE 29, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 68 AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 775 (100 FOOT RIGHT OF WAY, NOW KNOWN AS STATE ROAD NO. 776).

THENCE N 89° 16' 19" WEST ALONG SAID SOUTHERLY LINE OF SAID LOT 68, A DISTANCE OF 612.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 68; THENCE N.00°43'41"E., ALONG THE WEST LINE OF SAID LOT 68, A DISTANCE OF 332.06 FEET; THENCE S.89°16'19"E. A DISTANCE OF 277.83 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S.89°16'19"E. A DISTANCE OF 323.00 FEET TO AND INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 776 AND A POINT ON A CURVE TO THE LEFT; THENCE 150.28 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3769.72 FEET A CENTRAL ANGLE OF 02°17'03" AND A CHORD OF 150.27 WHICH BEARS S.02°41'49"E. TO THE NORTHEAST CORNER OF PINE PLAZA, A CONDOMINIUM AS RECORDED IN BOOK 32, PAGE 17 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.89°16'19"W., ALONG THE NORTH LINE OF SAID PINE PLAZA, A CONDOMINIUM, A DISTANCE OF 411.98 FEET; THENCE N.00°43'41"E., A DISTANCE OF 111.00 FEET; THENCE S.89°16'19"E. A DISTANCE OF 80.00 FEET; THENCE N.00°43'41"E., A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 58,078 SQUARE FEET OR 1.33 ACRES, MORE OR LESS.

EXHIBIT "B"

Legal Description of Tract B

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF LOT 68, PLAT OF ENGLEWOOD, AS RECORDED IN PLAT BOOK A, PAGE 29, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 68 AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 775 (100 FOOT RIGHT OF WAY, NOW KNOWN AS STATE ROAD NO. 776).

THENCE N 89° 16' 19" WEST ALONG SAID SOUTHERLY LINE OF SAID LOT 68, A DISTANCE OF 511.62 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N.89°16'19"W., A DISTANCE OF 101.21 FEET TO THE SOUTHWEST CORNER OF SAID LOT 68; THENCE N.00°43'41"E., ALONG THE WEST LINE OF SAID LOT 68, A DISTANCE OF 332.06 FEET; THENCE S.89°16'19"E. A DISTANCE OF 277.83 FEET; THENCE S.00°43'41"W., A DISTANCE OF 39.00 FEET; THENCE N.89°16'19"W., A DISTANCE OF 80.00 FEET; THENCE S.00°43'41"W., A DISTANCE OF 111.00 FEET; THENCE N.89°16'19"W., A DISTANCE OF 96.62 FEET; THENCE S.00°43'41"W., A DISTANCE OF 182.20 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 51,233 SQUARE FEET OR 1.17 ACRES, MORE OR LESS.

EXHIBIT "C"

Easement and Easement Area

A PARCEL OF LAND, BEING A PORTION OF LOT 68, PLAT OF ENGLEWOOD, AS RECORDED IN PLAT BOOK A, PAGE 29, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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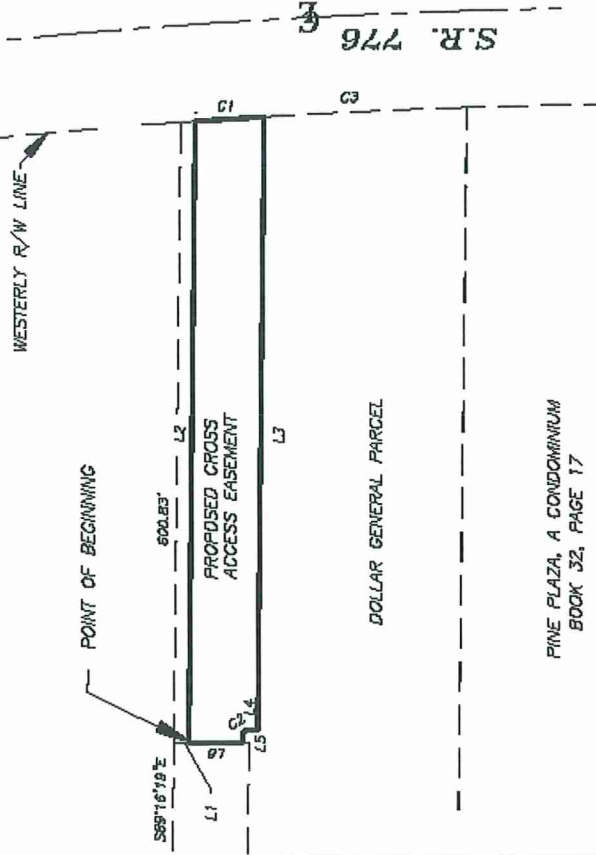
THENCE N. 89°16'19" WEST ALONG SAID SOUTHERLY LINE OF SAID LOT 68, A DISTANCE OF 612.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 68; THENCE N.00°43'41"E., ALONG THE WEST LINE OF SAID LOT 68, A DISTANCE OF 332.06 FEET; THENCE S.89°16'19"E. A DISTANCE OF 277.83 FEET; THENCE S.00°43'41"W., A DISTANCE OF 7.65 FEET FOR A POINT OF BEGINNING; THENCE S.89°16'19"E. A DISTANCE OF 323.60 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 776 AND A POINT ON A CURVE TO THE RIGHT; THENCE 36.10 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3769.68 FEET A CENTRAL ANGLE OF 00°32'55" AND A CHORD OF 36.10 FEET WHICH BEARS S.03°26'53"E.; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, N.89°16'19"W., A DISTANCE OF 319.52 FEET; THENCE N.00°43'41"E., A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE 4.71 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD OF 4.24 FEET WHICH BEARS N.44°16'19"W.; THENCE N.89°16'19"W., A DISTANCE OF 3.71 FEET THENCE N.00°43'41"E., A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,646 SQUARE FEET, MORE OR LESS.

CURVE	LENGTH	RADIUS	DELTA	CHORD DISTANCE	CHORD BEARING
C1	36.10'	3789.69	0°32'55"	36.10'	S02°26'53"E
C2	4.67'	3.00	89°16'19"	4.22'	N44°38'09"W
C3	106.51'	3769.68	1°37'08"	106.51'	N02°21'51"W

LINE	BEARING	DISTANCE
L1	S00°43'41"W	7.85'
L2	S69°16'19"E	323.60'
L3	N89°16'19"W	319.52'
L4	N00°43'41"E	5.00'
L5	N89°16'19"W	3.71'
L6	N00°43'41"E	28.00'

PARCEL ID. 0496-16-0005
ZONED CG



PINE PLAZA, A CONDOMINIUM
BOOK 32, PAGE 17

DOLLAR GENERAL PARCEL

SEE SHEET 3 FOR LEGAL,
NOTES AND LEGEND

THIS IS NOT A SURVEY
UNLESS IT BEARS THE SIGNATURE AND ORIGINAL PRESSED SEAL OF A FLORIDA LICENSED
SURVEYOR & MAPPER. THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID



PHOENIX
SURVEYING & MAPPING, LLC
20100 W. WINDY HILL BLVD. SUITE 100
MARIETTA, GA 30067

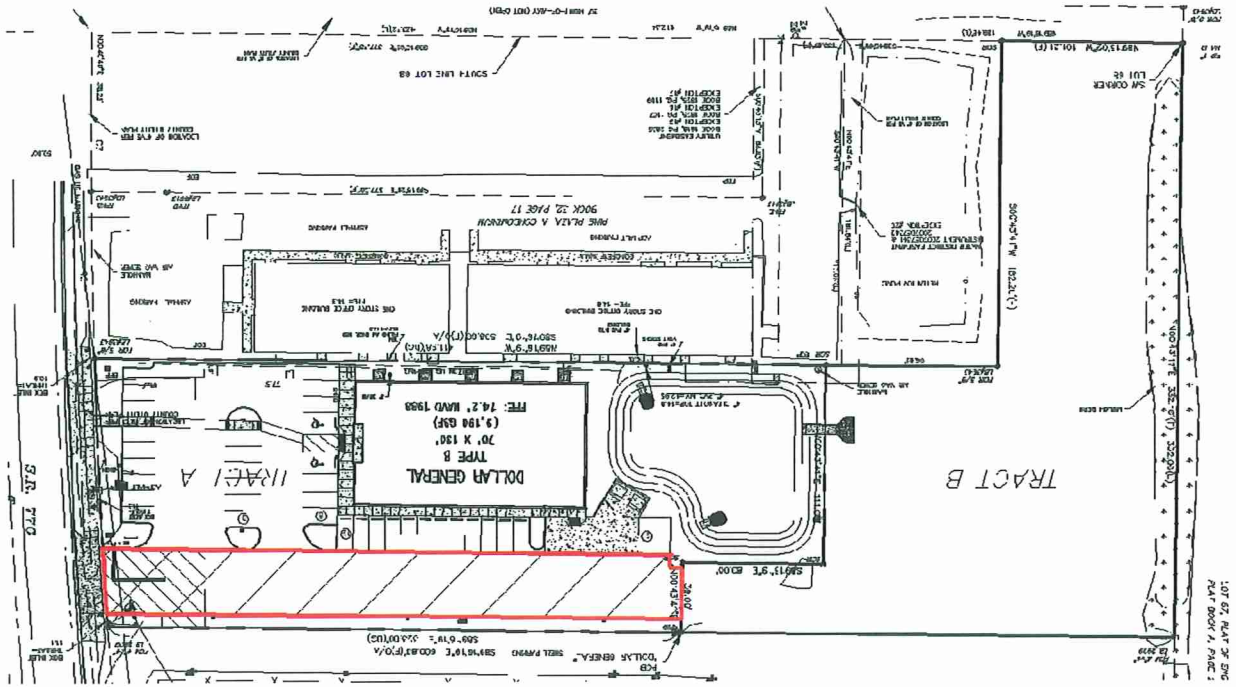
SKETCH AND LEGAL DESCRIPTION
DOLLAR GENERAL ENGLEWOOD
PROPOSED CROSS ACCESS EASEMENT

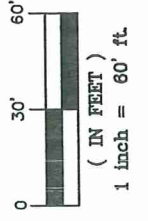
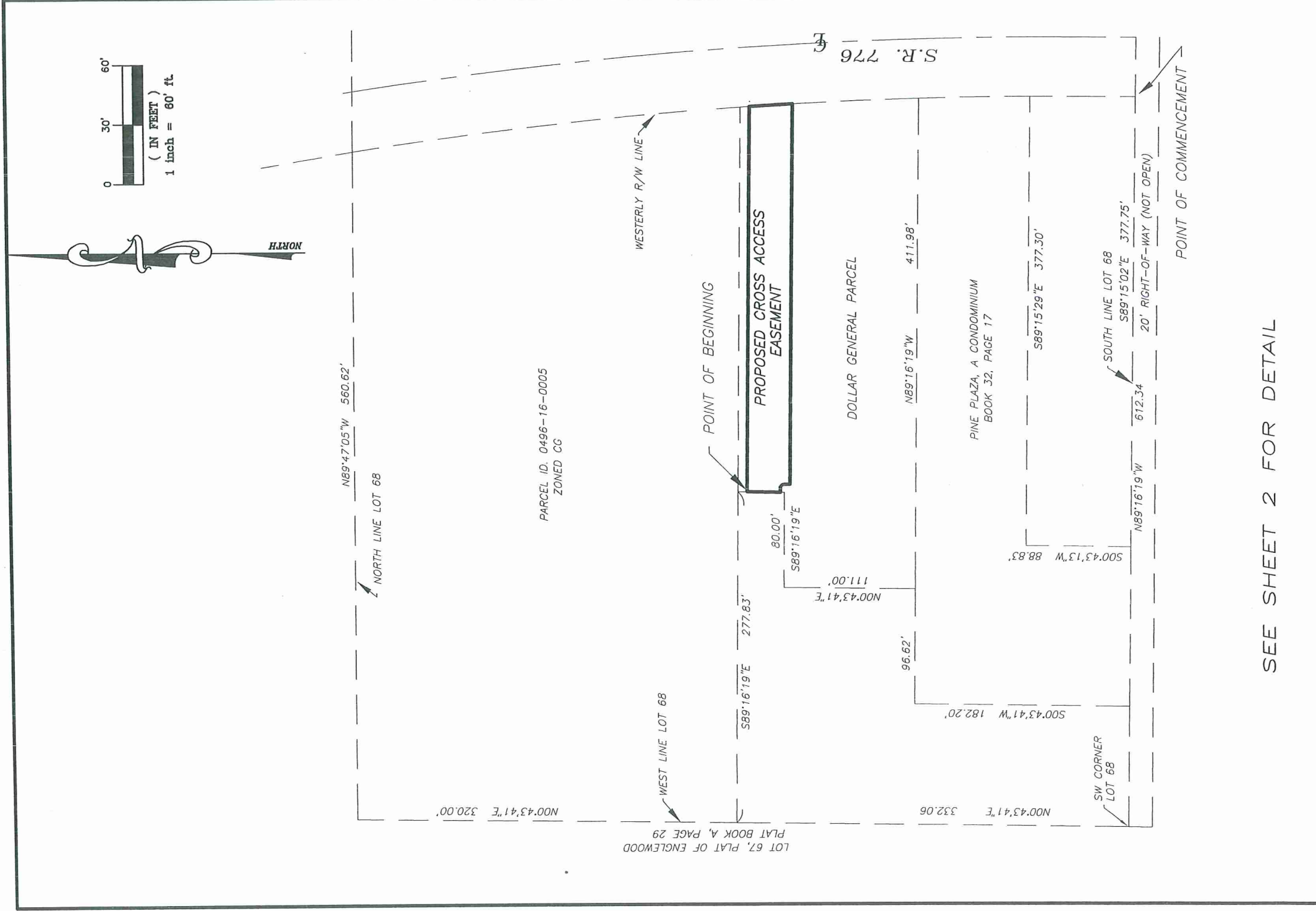
PREPARED FOR
HANLEX DEVELOPMENT, LLC

DATE: 11/25/2024
DRAWN BY: J. HANLEY
CHECKED BY: J. HANLEY
SCALE: AS SHOWN
SHEET 2 OF 3

SURVEYOR'S CERTIFICATE
THIS CERTIFIES THAT THE SKETCH REPRESENTED
HEREON WAS PERFORMED UNDER MY DIRECT
SUPERVISION AND THAT I AM A LICENSED
PROFESSIONAL LAND SURVEYOR & MAPPER OF
SECTION 4724(2), FLORIDA STATUTES, AND THAT THE
FIELD MEASUREMENTS WERE MADE IN ACCORDANCE WITH
THE RULES AND REGULATIONS GOVERNING MY
PRACTICE AND ARE SUBJECT TO NOTES AND
NOTATIONS SHOWN HEREON.

JOSH H. HANLEY, J. - PROFESSIONAL SURVEYOR & MAPPER
DATE: 3-31-24 FL. CERT. NO. 8972





SEE SHEET 2 FOR DETAIL

PHOENIX
 Land Surveying
 & Engineering, LLC
 501 S. FALKENBURG ROAD-SUITE C-22
 TAMPA, FL 33619
 TEL (813) 251-1110 FAX (813) 685-1101
 LICENSED BUSINESS #7484

THIS IS NOT A SURVEY
 UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

SKETCH AND LEGAL DESCRIPTION
DOLLAR GENERAL ENGLEWOOD
PROPOSED CROSS ACCESS EASEMENT
 PREPARED FOR
HANLX DEVELOPMENT, LLC

DWG: 11045-SI-CA-EASE 11045.00
 FIELD BOOK: N/A PAGE: N/A
 W.O. NUMBER: 11045
 SHEET 1 OF 3

SURVEYOR'S CERTIFICATE

THIS CERTIFIES THAT THE SKETCH REPRESENTED HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE SKETCH HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

JOHN H. DEMMONS, JR. -PROFESSIONAL SURVEYOR & MAPPER
 DATE: 3-21-12 FL. CERT. NO. 5672

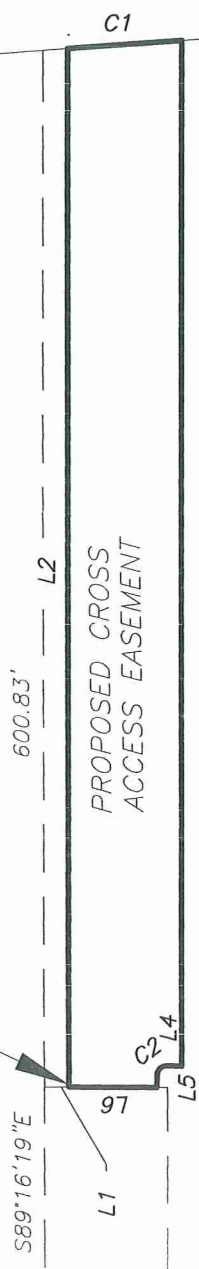
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DISTANCE	CHORD BEARING
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LINE TABLE		
LINE	BEARING	DISTANCE
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L5	N89°16'19"W	3.71'
L6	N00°43'41"E	28.00'

PARCEL ID. 0496-16-0005
ZONED CG

WESTERLY R/W LINE

POINT OF BEGINNING



S.R. 776

SEE SHEET 3 FOR LEGAL,
NOTES AND LEGEND

THIS IS NOT A SURVEY
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR & MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID



501 S. FALKENBURG ROAD-SUITE C-22
TAMPA, FL 33619
TEL (813) 251-1110 FAX (813) 685-1101

LICENSED BUSINESS #7484

DRAWN BY: JHD
CHECKED BY: JHD

DATE: 3-21-12
DATE: 3-21-12

FIELD BOOK: N/A
SCALE: 1"=60'

PAGE: N/A
P.C. N/A

PROJ.#: 11045.00
W.O. NUMBER: 11045

SHEET 2 OF 3

SURVEYOR'S CERTIFICATE

THIS CERTIFIES THAT THE SKETCH REPRESENTED
HEREON WAS PERFORMED UNDER MY DIRECT
SUPERVISION AND MEETS THE MINIMUM TECHNICAL
STANDARDS SET FORTH BY THE FLORIDA BOARD OF
PROFESSIONAL LAND SURVEYORS CHAPTER 61G17-6,
FLORIDA ADMINISTRATIVE CODE PURSUANT TO
SECTION 472.027, FLORIDA STATUTES, AND THAT THE
SKETCH HEREON IS A TRUE AND ACCURATE
REPRESENTATION THEREOF TO THE BEST OF MY
KNOWLEDGE AND BELIEF, SUBJECT TO NOTES AND
NOTATIONS SHOWN/HEREON.

JOHN H. DEMMONS, JR., PROFESSIONAL SURVEYOR & MAPPER

DATE: 3-21-12

FL. CERT. NO. 5672

LEGAL DESCRIPTION (PROPOSED CROSS ACCESS EASEMENT)

A PARCEL OF LAND, BEING A PORTION OF LOT 68, PLAT OF ENGLEWOOD, AS RECORDED IN PLAT BOOK A, PAGE 29, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 68 AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 775 (100 FOOT RIGHT OF WAY, NOW KNOWN AS STATE ROAD NO. 776).

THENCE N 89°16'19" WEST ALONG SAID SOUTHERLY LINE OF SAID LOT 68, A DISTANCE OF 612.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 68; THENCE N.00°43'41"E., ALONG THE WEST LINE OF SAID LOT 68, A DISTANCE OF 332.06 FEET; THENCE S.89°16'19"E. A DISTANCE OF 277.83 FEET; THENCE S.00°43'41"W., A DISTANCE OF 7.65 FEET FOR A POINT OF BEGINNING; THENCE S.89°16'19"E. A DISTANCE OF 323.60 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 776 AND A POINT ON A CURVE TO THE RIGHT; THENCE 36.10 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3769.68 FEET A CENTRAL ANGLE OF 00°32'55" AND A CHORD OF 36.10 FEET WHICH BEARS S.03°26'53"E.; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, N.89°16'19"W., A DISTANCE OF 319.52 FEET; THENCE N.00°43'41"E., A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE 4.71 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD OF 4.24 FEET WHICH BEARS N.44°16'19"W.; THENCE N.89°16'19"W., A DISTANCE OF 3.71 FEET THENCE N.00°43'41"E., A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,646 SQUARE FEET, MORE OR LESS.

LEGEND

R/W-RIGHT-OF-WAY

SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY
2. FOR THE PURPOSE OF THIS SKETCH AND LEGAL DESCRIPTION, THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 68, PLAT OF ENGLEWOOD, PER PLAT BOOK A, PAGE 39, SAID LINE BEARS N.00°43'41"E.
3. INFORMATION SHOWN HEREON IS TAKEN FROM THE FILES OF PHOENIX LAND SURVEYING & ENGINEERING, LLC AND IS SUBJECT TO CHANGE WITH AN ACCURATE FIELD SURVEY

THIS IS NOT A SURVEY

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID



PHOENIX
Land Surveying
& Engineering, LLC

501 S. FALKENBURG ROAD-SUITE C-22
TAMPA, FL 33619
TEL (813) 251-1110 FAX (813) 685-1101

LICENSED BUSINESS #7484

SKETCH AND LEGAL DESCRIPTION
DOLLAR GENERAL ENGLEWOOD
PROPOSED CROSS ACCESS EASEMENT

PREPARED FOR
HANLEX DEVELOPMENT, LLC

DWG: 11045-SL UTIL PROJ# 11045.00
DRAWN BY: 1-31-12 DATE: 3-21-12 FIELD BOOK: N/A PAGE: N/A W.C. NUMBER: 11045 SHEET 3 OF 3
CHECKED BY: JHD DATE: 1-31-12 SCALE: 1"=60' P.C. N/A

SURVEYOR'S CERTIFICATE

THIS CERTIFIES THAT THE SKETCH REPRESENTED HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE SKETCH HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

JOHN H. DEMMONS, JR. -PROFESSIONAL SURVEYOR & MAPPER

DATE: 1-31-12 FL. CERT. NO. 5672