

Return to:  
Jim Benwell  
Engineering Department  
City of Clearwater  
P. O. Box 4748  
Clearwater, FL 33758-4748

Parcel I. D. No. 16-29-15-23814-000-0010

**GENERAL UTILITY EASEMENT**

**FOR AND IN CONSIDERATION** of the sum of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, and the benefits to be derived therefrom, **400 CLEVELAND, LLC**, a Florida limited liability company whose principal address is 400 Cleveland Street, Clearwater, Florida 33755 ("Grantor") does hereby grant and convey to the **CITY OF CLEARWATER, FLORIDA**, a Florida municipal corporation ("Grantee"), a non-exclusive, general utility easement over, under and across the following described land lying and being situate in the County of Pinellas, State of Florida, to wit:

**As more particularly described and depicted in EXHIBIT "A" appended hereto and by this reference made a part hereof (the "Easement Premises")**

This easement is for **any and all underground public utilities** installation, repair and maintenance only. The **CITY OF CLEARWATER, FLORIDA**, shall have the right to enter upon the above-described Easement Premises to construct, install, repair and maintain therein any and all public utilities provided by Grantee, and to inspect such utilities from time to time, together with all necessary, associated underground appurtenances thereto. Grantee shall be solely responsible for obtaining all governmental and regulatory permits required to exercise the rights granted herein.

The **CITY OF CLEARWATER, FLORIDA** covenants and agrees with Grantor that it shall maintain reasonable access for Grantor, Grantor's invitees and the general public to Grantor's facilities at all times during the exercise of rights granted herein, and that it shall promptly restore the Easement Premises and any affected areas surrounding the Easement Premises upon completion of any project undertaken in the exercise of these rights to at least the same quality of condition that existed as of the date Grantee first exercised any of its rights hereunder. Grantee further represents and warrants that it shall diligently pursue the completion of all work activities in a timely and workmanlike manner and make reasonable effort to exercise the rights granted herein in such a manner as to cause the least interference with Grantor's business and in Grantor's use of the property.

Grantor warrants and covenants with Grantee that it is the owner of fee simple title to the herein described Easement Premises, and that Grantor has full right and lawful authority to grant and convey this easement to Grantee, and that Grantee shall have the non-exclusive, limited purpose quiet and peaceful possession, use and enjoyment of this easement. It is expressly understood that Grantor reserves all rights of ownership of the Easement Premises not inconsistent with the easement rights granted herein. Grantee acknowledges and agrees that such Grantor's reserved rights include without limitation the right to from time to time, install, repair, use, maintain, replace and keep upon the Easement Premises landscaping, irrigation lines, driveways, parking areas, sidewalks, groundcovers, curbs, utilities, roadways and other similar improvements together with allowing pedestrian use, and vehicular parking and access all as associated with Grantor's use of the property upon which the Easement Premises is located. Grantor may construct, within the Easement Premises, columns supporting overhead balconies, columns supporting parking shade structures and a wall as depicted in Exhibit "B" appended hereto and by this reference, made a part hereof.

In the event Grantor, its successors or assigns, should ever determine it necessary to relocate Grantee's facilities constructed within the Easement Premises to facilitate further development or redevelopment of the property encumbered hereby or any other reason in Grantor's sole discretion; then Grantor, its successors or assigns, in consultation with and upon approval of Grantee (such approval not to be unreasonably withheld, conditioned or delayed), shall provide an alternate easement for the utility facilities constructed within the Easement Premises, and shall at Grantor's sole cost and expense reconstruct the utility facilities within the





Signed, sealed and delivered  
In the presence of:

400 CLEVELAND, LLC

*[Handwritten Signature]*

WITNESS signature

ROSSIN KAKACH.

Print Witness Name

WITNESS signature

Print Witness Name

*[Handwritten Signature]*

By:

Print Name/Title

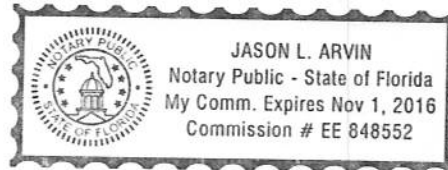
NOISES ARGUMI  
Manager

Sworn to and subscribed to before me this 12 day of MARCH, 2016.

*[Handwritten Signature]*  
Notary Public - State of Florida

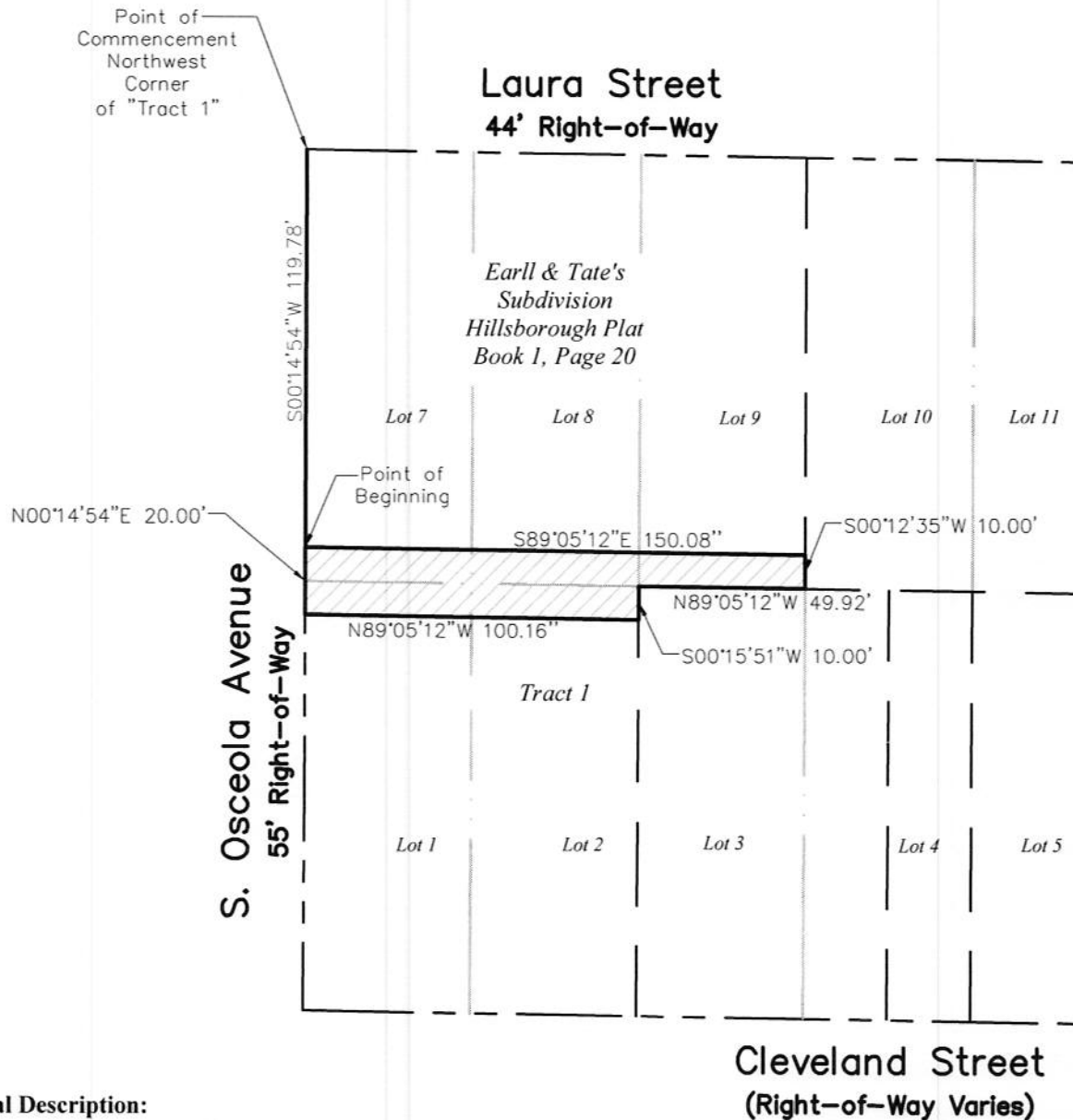
JASON L. ARVIN  
Type/Print Name

My Commission Expires: 11/01/2016



Scale 1" = 50'  
This is not a survey

# EXHIBIT "A"



**Legal Description:**

A Utility Easement described as follows:

Commence at the Northwest corner of "Tract 1" of property described in the survey "Boundary and Topographic Survey of Amsouth Bank 400 Cleveland Street" performed by Suncoast Land Survey, Inc. on 02/20/2013; thence South 00°14'54" West along the West property line of said "Tract A" a distance of 119.78 feet to the Point of Beginning; thence South 89°05'12" East, a distance of 150.08 feet; thence South 00°12'35" West, a distance of 10 feet; thence North 89°05'12" West, a distance of 49.92 feet; thence South 00°15'51" West, a distance of 10 feet; thence North 89°05'12" West, a distance of 100.16 feet; thence North 00°14'54" East, a distance of 20 feet to the Point of Beginning.

CITY OF CLEARWATER, FLORIDA ENGINEERING DEPARTMENT		
DRAWN BY L. MOODY	SKETCH AND LEGAL	DWG. NO. Lgl_2015-6
CHECKED BY T. MAHONY		SHEET 1 OF 1
DATE 03-18-2015	UTILITY EASEMENT AT 400 CLEVELAND STREET	SECT-TWSP-RNG 16-29S-15E



