

PREPARED BY AND TO BE RETURNED TO:

Kenneth G. Arsenault, Jr., Esquire
ARSENAULT LAW OFFICES, P.A.
19535 Gulf Boulevard, Suite E
Indian Shores, Florida 33785

EASEMENT

This EASEMENT, made this _____ day of _____ 2023, by **DOLPHIN HARBOUR DEVELOPMENT OF ISLAND ESTATES, LLC**, a Florida Limited Company owner of the real property described below (“Grantor”) to City of Clearwater, whose address is 100 S. Myrtle Ave., Clearwater, FL 33756 (“Grantee”).

WITNESSETH

Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grants and convey unto the Grantee, its successors and assigns, a non-exclusive perpetual drainage easement (“Easement”) over and across the following described property, located in Pinellas County, Florida, to wit:

Lands described in legal description attached as Exhibit “A” and made a part hereof, hereinafter referred to as the “Easement Area.”

TO HAVE AND TO HOLD said Easement unto said Grantee forever, subject to the following conditions:

1. Grantor hereby warrants and covenants that (a) Grantor is the owner of the fee simple title to the property in which the Easement Area is located, and that (b) Grantor has full right and lawful authority to grant and convey this Easement to the Grantee.
2. The rights granted herein specifically include: (a) the right to install, inspect, maintain, and repair all current and future drainage facilities (“Facilities”), under, over, and upon the Easement Area; and (b) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which may endanger or interfere with the safe and efficient installation, operation or maintenance of the Facilities.
3. The grant of this Easement may allow the Grantor quiet enjoyment of the Easement Area to the extent that such use does not interfere with rights granted herein.
4. Except for those acts reasonably necessary to accomplish the purposes of this Easement, Grantee also covenants not to do any acts or things, which it could reasonably expect to cause damage to Grantor’s premises. If any improvements located within the Easement Area are damaged or removed during the maintenance and replacement of the City of Clearwater owned storm pipe, Grantor, its successors, assigns including any condominium or homeowner association owning all or any part of the Easement Area will be responsible for the repair or replacement of any such improvements so damaged.

Grantor shall not allow any improvements to be located within the Easement Area without the Grantee's express written approval, except for landscaping, driveway, and parking.

5. Miscellaneous.

- a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- b. Nothing contained herein shall be deemed to be a gift or dedication of any of the property described herein to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.
- c. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand the day and year first above written.

SIGNED AND DELIVERED IN THE PRESENCE OF:

WITNESS:

GRANTOR:

Dolphin Harbour Development of
Island Estates LLC., a Florida limited
liability

By: _____

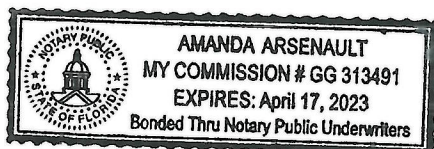
Stephen J. Page, Manager

A. Arsenault
Print Name: Amanda Arsenault

Kenneth G. Arsenault, Jr.
Print Name: KENNETH G. ARSENAULT, JR.

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 6th day of February, 2023 by Stephen J. Page as Manager of Dolphin Harbour Development of Island Estates LLC, a Florida limited liability company, who is personally known to me or who has produced his Driver's License as identification.



A. Arsenault
Notary Public, State of Florida
Print Notary Name