

Prepared by and Return to:  
Navin R. Pasem, Esq.  
5401 W. Kennedy Blvd., #100  
Tampa, Florida 33609

## EASEMENT AGREEMENT

STATE OF FLORIDA  
COUNTY OF PINELLAS

This Agreement, made on December \_\_\_\_, 2022 (“**Effective Date**”), by and between **Enchantment, LLC**, a Florida limited liability company with a mailing address at 5600 Mariner Drive, Suite 200, Tampa, Florida 33609 (“**Grantor**”) and **City of Clearwater**, a municipality (“**Grantee**”), establishes that:

1. Grantor is the fee owner of that certain real property being hereinafter referred to as the “Easement Parcel”, being more particularly described as follows:

SEE LEGAL DESCRIPTION AS EXHIBIT “A” ATTACHED HERETO.

2. Grantor desires to convey to Grantee an Easement for Ingress and Egress to the Easement Parcel.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

3. **Grant of Easement.** In consideration of the payment of TEN AND NO/100 DOLLARS (\$10.00) from Grantee, receipt of which is hereby acknowledged, Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, an ingress and egress easement for fire and emergency vehicles, public officials, utility companies, and the City of Clearwater, for sanitation services and utility maintenance over and across all paved surfaces, located on the Easement Parcel.

4. **Additional Use Rights.** A ten (10) foot water main easement lying five (5) feet on each side of water mains, as they are located from time to time, up to and including all hydrants and meters, except where such mains and related water facilities, may lie under structures.

5. **Restrictions.** No permanent private structures including masonry or concrete block fences are to be located within the Easement Parcel. Utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television provider damages the facilities of a public utility, it shall be solely responsible for the damages.

6. **Indemnity.** The Grantee shall indemnify, defend, save and hold Grantor harmless from any and all liabilities, loss, damages or claims for injury to persons or property of any nature arising out of, because of, or related to the occupancy; use and/or maintenance of the Easement, by the Grantee, its contractors, employees, agents, lessees, sublessees and guests.

7. **Maintenance of the Easement.** The Easement Parcel will be maintained in good repair by the Grantee at its sole cost and expense. The Grantor will have no cost or expense associated with said Easement. The Easement shall be maintained by mowing and general maintenance as to the Easement area.

8. **Successors and Assigns.** This grant of Easement will run with the land and will be binding on and will inure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the date first above set forth.

**GRANTOR:**

**Enchantment, LLC**, a Florida limited liability

**WITNESSES:**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2022 by Dr. Kiran Patel, as Manager of Enchantment, LLC, a Florida limited liability, who [ ] is personally known or [ ] has produced a driver's license as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**City of Clearwater**

**WITNESSES:**

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_ day of December, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of City of Clearwater, who [ ] is personally known or [ ] has produced a driver's license as identification.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

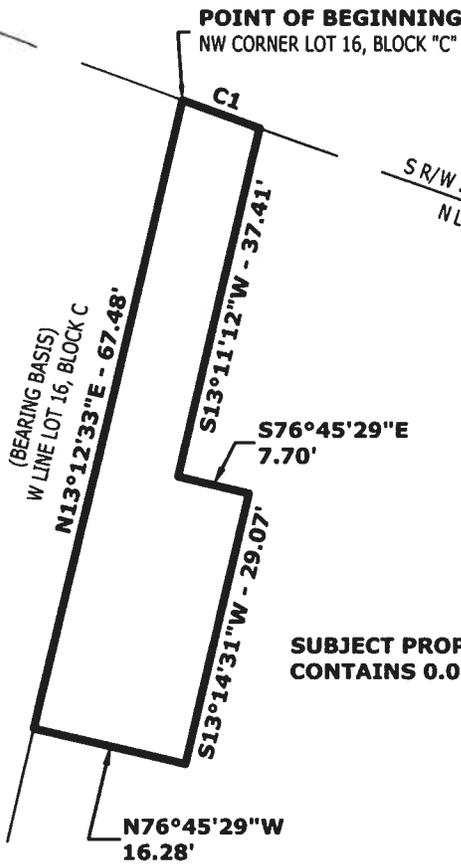
**EXHIBIT "A"**

**EASEMENT PARCEL LEGAL DESCRIPTION**

THIS IS NOT A SURVEY

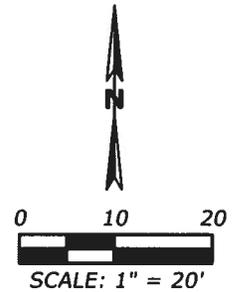
SECTION 17, TOWNSHIP 29 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FLORIDA

CONTINENTAL TOWERS, INC  
A CONDOMINIUM  
CPB 6, PG 8



**S GULFVIEW BLVD**  
(GULF WAY BLVD N PER PLAT)  
60' R/W PER PB 38, PG 38

**SUBJECT PROPERTY**  
CONTAINS 0.018 AC



**LOT 16**  
**BLOCK "C"**  
BAYSIDE SUBDIVISION NO. 5  
PB 38, PG 38

**LOT 17**

**LEGEND:**

- AC = ACRES
- BLVD = BOULEVARD
- CPB = CONDOMINIUM PLAT BOOK
- PB = PLAT BOOK
- PG = PAGE
- R/W = RIGHT-OF-WAY

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	2700.00'	0°11'00"	8.64'	S70°06'19"E	8.64'

PROJECT NAME

**JW MARRIOTT CLEARWATER BEACH**

SHEET NAME

**UTILITY EASEMENT**

DATE	PROJECT	DRAWN	QC	SCALE
10/25/2022	2019-1017	JEB	SMB	1" = 20'



**Florida Land  
Design &  
Permitting**

3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655

PHONE: (727) 478-2421  
www.fldandp.com  
E-mail: info@fldandp.com  
Engineer # - CA No. 33088  
Survey # - LB8342

**CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION**  
SKETCH AND LEGAL DESCRIPTION VALID WITHOUT THE SIGNATURE AND  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPING ENGINEER

**LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING A PORTION OF LOT 16, BLOCK "C", BAYSIDE SUBDIVISION NO. 5 AS RECORDED IN PLAT BOOK 38, PAGE 38 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 16, BLOCK "C", BAYSIDE SUBDIVISION NO. 5 AS RECORDED IN PLAT BOOK 38, PAGE 38 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 16, BLOCK "C", SAME BEING THE SOUTH RIGHT-OF-WAY OF SOUTH GULFVIEW BOULEVARD (GULF WAY BOULEVARD N PER PLAT), FOR 8.64 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2,700.00 FEET, A CENTRAL ANGLE OF 00°11'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 70°06'19" EAST 8.64 FEET; THENCE SOUTH 13°11'12" WEST, FOR 37.41 FEET; THENCE SOUTH 76°45'29" EAST, FOR 7.70 FEET; THENCE SOUTH 13°14'31" WEST, FOR 29.07 FEET; THENCE NORTH 76°45'29" WEST, FOR 16.28 FEET TO THE WEST LINE OF AFORESAID LOT 16, BLOCK "C"; THENCE ALONG SAID WEST LINE, NORTH 13°12'33" EAST, FOR 67.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.018 ACRES.

**SURVEYOR'S NOTES:**

- 1) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
- 2) UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY. THE GEOMETRY FOR THIS SKETCH & DESCRIPTION IS BASED ON AN ALTA/NSPS LAND TITLE SURVEY AND BOUNDARY SURVEY PREPARED BY FLORIDA LAND DESIGN & PERMITTING, INC., TITLED "JW MARRIOTT CLEARWATER BEACH", PROJECT NUMBER 2019-1017, DATED 6/17/2021.
- 4) BEARINGS ARE BASED ON THE WEST LINE OF LOT 16, BLOCK "C", BAYSIDE SUBDIVISION NO. 5, AS RECORDED IN PLAT BOOK 38, PAGE 38 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING N13°12'33"E, AS SHOWN HEREON.
- 5) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

PROJECT NAME

**JW MARRIOTT CLEARWATER BEACH**

SHEET NAME

**UTILITY EASEMENT**



**Florida Land  
Design &  
Permitting**

3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655

PHONE: (727) 478-2421  
www.fldandp.com  
E-mail: info@fldandp.com  
Engineer # - CA No. 33088  
Survey # - LB8342

Oct 25, 2022 @ 1:15pm x:\1017\Legal\1017\_JWM-Utility easement S&L.dwg - beckman

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