

This instrument prepared by:
Jerrod D. Simpson, Esq.
City Attorney's Office
City of Clearwater
600 Cleveland Avenue
Clearwater, Florida 33755

Parcel No. 03-29-15-36666-001-0130

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made this __ day of _____, 2026, between Emmaline R Little Bowers, a single woman, whose principal address is 1202 Vista Way, Clearwater, FL 33755 ("Grantor") hereinafter called the "Grantor," and the CITY OF CLEARWATER, FLORIDA, a Florida municipal corporation, whose mailing address is 600 Cleveland St., Clearwater, Florida 33770, hereinafter called the "Grantee".

The Parties agree that the Grantor, for and in consideration of the sum of Two Thousand Six Hundred Forty Dollars (\$2,640,00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants unto the Grantee a Temporary Construction Easement to enter upon that portion of lands ("Easement Area") described as follows:

See Exhibit "A" attached

This Temporary Construction Easement shall be for the purpose of facilitating the construction and installation of Drainage Facilities ("Improvements") to be undertaken by the Grantee or the Grantee's employees, agents, contractors, and subcontractors and shall be subject to the following limitations:

- (a) Grantee shall have the right of ingress and egress to enter upon the Easement Area for the purpose of exercising the rights contained herein, including the right to cut and temporarily remove fences, walls, or other obstructions, provided that the Grantee shall replace and return said objects to their former condition;
- (b) Grantee shall have the right to operate vehicles and place equipment within the Easement Area, but cannot park said vehicles or store equipment overnight without Grantor's express written permission;
- (c) Grantee shall not obstruct Grantor's access to adjacent lands during the temporary construction period;
- (d) Upon completion of the Project or upon expiration of this Easement, Grantee shall return the Easement Area to a state that is equal to or better than the former condition.

This Temporary Construction Easement shall expire without further action by either party, upon the final inspection and approval of the Improvements by the appropriate authority or 270 days from the date of recording, unless otherwise extended by the Parties.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this _____ day of _____, 2026.

Signed, sealed, and delivered
in the presence of:

Witness Signature

Print Witness Name & Address

Print Grantor's Name

Witness Signature

Grantor's Signature

Print Witness Name & Address

**STATE OF FLORIDA
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2026, by _____, to me personally known or who has/have produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 2026.

Notary Public
(Seal) _____
(Print Name of Notary Above)
Commission No.: _____
My Commission expires:

EXHIBIT "A"