

Return to:
Clearwater Gas System
400 N. Myrtle Avenue
Clearwater, FL 33755

Parcel I. D. No. _ _ _ _ _

GAS 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, CONCRETE PIPES, a Florida LLC company whose principal address is 17129 North US 19 ("Grantor") does hereby grant and convey to the **CITY OF CLEARWATER, FLORIDA**, a Florida municipal corporation ("Grantee"), a non-exclusive, gas 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 "Servient Property")

This easement is for **natural gas distribution pipes and appurtenant facilities only**. Clearwater Gas System, a component of the **CITY OF CLEARWATER, FLORIDA**, shall have the right to enter upon the above-described premises to construct, reconstruct, install and maintain therein the herein referenced natural gas transmission pipes, together with appurtenances thereto (collectively, "Facilities"), and to inspect and alter such Facilities from time to time. Grantee shall be solely responsible for obtaining all governmental and regulatory permits required to exercise the rights granted herein. Grantor and Grantee, for themselves, their heirs, successors and assigns, agree as follows:

1. Grantor hereby grants to Grantee, its successors and assigns a non-exclusive easement five (5) feet on either side of the centerline of any Facilities installed by Grantee (herein referred to as the "Easement Area"), in perpetuity on, over, under, across and through the Servient Property described in **Exhibit "A"**, attached hereto, for the purpose of constructing, operating, inspecting and maintaining, underground conduit, pipes, facilities appurtenant equipment for the provision of natural gas as the same may be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them within the Easement Area. In the event the Easement Area crosses any roadway, sidewalk or other impervious area, Grantor will require Grantee to perform installations and repairs without removing said surface improvement. This may require a directional bore or other contractor suggested and owner approved method. NOTE: to be inserted only if applicable and requested by Grantor
2. Grantee by acceptance hereof, agrees to construct, repair and maintain, at its sole cost and expense, the Facilities which shall comply with all applicable rules and regulations. In the event Grantee shall perform any construction, repairs, alteration, replacement, relocation or removal of any Facilities, Grantee shall thereafter restore any improvements, including landscaping and related irrigation, disturbed thereby to as near as practicable the condition which existed prior to such activities.
3. The Grantor shall have and retains the right to construct improvements on, maintain and utilize the Easement Area (including, but not limited to, the construction of driveways, parking areas, landscaping and related improvements) provided such construction does not unreasonably impair Grantee's access to the Easement Area or Grantee's ability to repair, replace and service the Facilities within the Easement Area.
4. Nothing herein shall create or be construed to create any rights in or for the benefit of the general public in or to the Easement Area.

5. This Easement shall not be changed, altered or amended except by an instrument in writing executed by Grantor and Grantee or their respective successors and assigns; provided, however, that in the event Grantee shall abandon the use of the Easement Area, then Grantee shall, within a reasonable time thereafter, release and convey to Grantor or its successors and assigns all rights hereby granted pursuant to this Easement.

6. This Easement and all conditions and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefit of Grantor or Grantee, as the case may be, and their respective successors and assigns.

7. Grantor warrants and covenants with Grantee that it is the owner of fee simple title to the herein described Servient Parcel, 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.

The Remainder of this Page Intentionally Left Blank

