

This instrument Prepared By:
Jerrod D. Simpson, Esq.
City of Clearwater
City Attorney's Office
600 Cleveland Street, Suite 600
Clearwater, FL 33755

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

Recording Data Above

DRAINAGE EASEMENT

The undersigned, Emmaline R. Little Bowers, a single individual, whose principal address is 1202 Vista Way, Clearwater, FL 33755 ("Grantor"), for and in consideration of the sum of Twenty Eight Thousand One Hundred Sixty Dollars (\$28,160.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the **CITY OF CLEARWATER, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 600 Cleveland St., Suite 600, Clearwater, Florida 33755 (the "City"), and its successors and assigns, a perpetual and irrevocable drainage easement upon the following-described lands (the "Easement Area") located in Pinellas County, Florida:

See Exhibit "A" attached

This Drainage Easement grants to the City the right to access, construct, maintain, repair, and replace drainage and/or other stormwater facilities for use by the City, but in no way does this Easement convey the fee simple title to the Property or the Easement Area. This Easement is only for the uses and purposes stated herein. In the event the City abandons the use of this Easement for the stated purposes, all right, title and interest granted herein shall automatically and immediately revert to the Grantor or the Grantor's successors in title, without the Grantor being required to take such other action.

Grantor warrants ownership of fee simple title to the Property, and that Grantor has full right and lawful authority to grant and convey this Easement to the City. Further, Grantor guarantees the non-exclusive, quiet and peaceful use and enjoyment of this Easement, to the extent that no trees or structures, other than fencing, shall be allowed. Additionally, no excavation or activities that may endanger or interfere with the drainage system shall be allowed.

The City covenants and agrees that it shall promptly restore the Easement Area and any affected areas surrounding the Easement Area upon completion of any work activities 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, and on each and every succeeding occasion thereafter. Grantee further represents and warrants that it shall diligently pursue the completion of all work activities in a timely manner.

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, sub-lessees and guests.

GRANTEE acknowledges that said easement parcel is not within the borders of the City of Clearwater, rather that it lies in unincorporated Pinellas County, and upon completion of the Project

and/or expiration of the Temporary Construction Easement, which shall be recorded concurrently herewith, GRANTEE agrees and covenants that any future code and/or permitting or similar issues undertaken by GRANTOR, their successors and assigns, shall remain under and deferred to the jurisdiction of Pinellas County, unless upon lawful annexation into the City of Clearwater.

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

Grantor's Signature

Print Witness Name & Address

Print Grantor's Name

Witness 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.

[Notary Seal]

Notary Public

(Print Name of Notary Above)

Commission No.: _____

My Commission expires: