

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

Parcel I. D. No. 21-29-15-06480-000-0301

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, Belleview Place Land, LLC, a Florida Limited Liability Company whose principal address is 2201 4th St N Ste 200, St. Petersburg, Florida 33704-4300 ("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 two and a half (2.5) feet on either side of the centerline of any Facilities installed by Grantee, as-built (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. Grantor shall approve the plans showing the location of the Facilities prior to installation. Upon completion of installation the Easement Area will be confined and limited to the five (5) foot wide easement two and a half (2.5) feet on either side of the centerline of any Facilities.

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.

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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL I - HOTEL PROPERTY:

BEGIN AT THE NORTHEASTERLY CORNER OF TRACT C OF A REPLAT OF A PART OF TOWN OF BELLEAIR, AS RECORDED IN PLAT BOOK 19, PAGES 87 TO 90, INCLUSIVE, OF THE PINELLAS COUNTY RECORDS AND RUN THENCE SOUTH 38 DEG. 06'30" WEST, 309.11 FEET; THENCE ALONG THE CENTER LINE OF PAVEMENT AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 94.30 FEET, WHOSE CHORD BEARS SOUTH 77 DEG. 43'10" WEST, 66.20 FEET, THENCE ALONG THE CENTER LINE OF PAVEMENT AND A CURVE TO THE RIGHT HAVING A RADIUS OF 318.61 FEET WHOSE CHORD BEARS NORTH 80 DEG. 10'16" WEST, 61.62 FEET, TO THE POINT OF BEGINNING; THENCE ALONG THE CENTER LINE OF PAVEMENT AND A CURVE TO THE RIGHT HAVING A RADIUS OF 318.61 FEET, WHOSE CHORD BEARS NORTH 62 DEG. 53'58" WEST, 103.12 FEET; THENCE ALONG THE CENTER LINE OF PAVEMENT AND A CURVE TO THE LEFT, HAVING A RADIUS OF 531.11 FEET, WHOSE CHORD BEARS NORTH 54 DEG. 29'00" WEST, 120.00 FEET, THENCE ALONG THE CENTER LINE OF PAVEMENT AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 1000.00 FEET, WHOSE CHORD BEARS NORTH 58 DEG. 34'35" WEST, 82.00 FEET; THENCE ALONG THE CENTER LINE OF PAVEMENT NORTH 53 DEG. 41'25" WEST, 126.00 FEET, THENCE ALONG THE CENTER LINE OF PAVEMENT AND A CURVE TO THE LEFT, HAVING A RADIUS OF 1634.74 FEET, WHOSE CHORD BEARS NORTH 59 DEG. 03'15" WEST, 230.00 FEET, THENCE ALONG THE CENTER LINE OF PAVEMENT NORTH 61 DEG. 03'05" WEST, 200.00 FEET, THENCE ALONG THE CENTER LINE OF PAVEMENT NORTH 62 DEG. 33'48" WEST, 160.00 FEET, THENCE ALONG THE CENTER LINE OF PAVEMENT AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 135.77 FEET, WHOSE CHORD BEARS NORTH 72 DEG. 12'59" WEST, 16.26 FEET; THENCE SOUTH 00 DEG. 18'03" EAST, 211.09 FEET; THENCE NORTH 77 DEG. 45'18" WEST, 201.60 FEET; THENCE ALONG THE CENTER LINE OF PAVEMENT AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 147.23 FEET, WHOSE CHORD BEARS SOUTH 62 DEG. 48'38" WEST, 69.04 FEET, THENCE ALONG THE CENTER LINE OF PAVEMENT SOUTH 81 DEG. 44'48" WEST, 50.00 FEET, THENCE ALONG THE CENTER LINE OF PARKWAY AND A CURVE TO THE LEFT, HAVING A RADIUS OF 381.21 FEET, WHOSE CHORD BEARS SOUTH 64 DEG. 01'27" WEST, 200.00 FEET; THENCE NORTH 78 DEG. 27'26" WEST, 111.94 FEET; THENCE NORTH 81 DEG. 00'40" WEST, 168.88 FEET; THENCE SOUTH 08 DEG. 52'25" WEST, 285.06 FEET; THENCE ALONG THE CENTER LINE OF PAVEMENT SOUTH 80 DEG. 57'13" EAST, 210.27 FEET; THENCE ALONG THE CENTER LINE OF PARKWAY AND A CURVE TO THE LEFT, HAVING A RADIUS OF 630.28 FEET, WHOSE CHORD BEARS SOUTH 07 DEG. 26'10" EAST, 280.47 FEET, THENCE ALONG THE CENTER LINE OF PAVEMENT AND A CURVE TO THE LEFT, HAVING A RADIUS OF 2370.72 FEET, WHOSE CHORD BEARS SOUTH 39 DEG. 23'31" EAST, 222.00 FEET, THENCE ALONG CENTER LINE OF PAVEMENT AND A CURVE TO THE LEFT HAVING A RADIUS OF 66.65 FEET, WHOSE CHORD BEARS SOUTH 67 DEG. 25'41" EAST, 64.58 FEET, THENCE ALONG THE CENTER LINE OF PAVEMENT AND A CURVE TO THE LEFT, HAVING A RADIUS OF 100.18 FEET, WHOSE CHORD BEARS NORTH 51 DEG. 03'52" EAST, 64.59 FEET, THENCE ALONG CENTER LINE OF PAVEMENT AND A CURVE TO THE RIGHT HAVING A RADIUS OF 309.50 FEET, WHOSE CHORD BEARS NORTH 51 DEG. 38'30" EAST, 200.00 FEET; THENCE ALONG CENTER LINE OF PAVEMENT AND A CURVE TO THE LEFT, HAVING A RADIUS OF 369.22 FEET, WHOSE CORD BEARS NORTH 55 DEG. 16'38" EAST, 200.00 FEET; THENCE ALONG CENTER LINE OF PAVEMENT AND A CURVE TO THE LEFT, HAVING A RADIUS OF 348.90 FEET, WHOSE CHORD BEARS NORTH 24 DEG. 22'08" EAST, 175.00 FEET; THENCE ALONG CENTER LINE OF PAVEMENT AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 49.85 FEET, WHOSE CHORD BEARS NORTH 50 DEG. 17'16" EAST, 84.00 FEET, THENCE ALONG CENTER LINE OF PAVEMENT SOUTH 89 DEG. 18'06" EAST, 119.40 FEET, THENCE ALONG CENTER LINE OF PAVEMENT SOUTH 00 DEG. 21'47" WEST, 116.89 FEET, THENCE NORTH 89 DEG. 45'12" EAST, 162.56 FEET; THENCE SOUTH 00 DEG. 01'23" EAST, 70.95 FEET; THENCE NORTH 89 DEG. 48'47" EAST, 326.75 FEET; THENCE NORTH 84 DEG. 27'25" EAST, 135.00 FEET; THENCE NORTH 00 DEG. 48'40" EAST, 190.02 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: "PARKING AREA PARCEL"

A PART OF TRACT "C", A REPLAT OF A PART OF THE TOWN OF BELLEAIR, AS RECORDED IN PLAT BOOK 19, PAGES 87 THROUGH 90, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "C" FOR A POINT OF REFERENCE; THENCE ALONG THE EAST LINE OF SAID TRACT "C", S 38°06'30" W, 309.11 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE 67.65 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 94.30 FEET, CHORD S 77°43'10" W, 66.20 FEET TO A POINT OF COMPOUND CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE 61.72 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 318.61 FEET, CHORD N 80°10'16" W, 61.62 FEET; THENCE S 00°48'40" W, 13.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°48'40" W, 176.38 FEET; THENCE S 84°27'25" W, 135.00 FEET; THENCE S 89°48'47" W, 326.75 FEET; THENCE N 00°01'23" W, 70.95 FEET; THENCE S 89°45'12" W, 162.56 FEET; THENCE N 00°21'47" E, 104.40 FEET; THENCE N 89°30'32" E, 394.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE 114.18 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 368.00 FEET, CHORD N 80°37'14" E, 113.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH; THENCE 108.33 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 161.50 FEET, CHORD S 89°03'05" E, 106.31 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE 13.41 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 300.00 FEET, CHORD S 71°06'53" E, 13.40 FEET TO THE POINT OF BEGINNING.

PARCEL V - SUNSET COTTAGE PROPERTY:

BEGIN AT THE NORTHEASTERLY CORNER OF TRACT "C" OF A REPLAT OF A PART OF TOWN OF BELLEAIR AS RECORDED IN PLAT BOOK 19, PAGE 87 TO 90, INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND RUN THENCE NORTH 281.03 FEET; THENCE WEST 1206.90 FEET TO A POINT ON THE CENTER LINE OF THE PAVEMENT FOR THE POINT OF BEGINNING, THENCE ALONG CENTER LINE OF PAVEMENT AND A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 82 DEG. 47'25" WEST, 73.07 FEET; THENCE ALONG CENTER LINE OF PAVEMENT AND A CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 46 DEG. 51' 35" WEST, 89.12 FEET; THENCE ALONG CENTER LINE OF PAVEMENT AND A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 21 DEG. 14'15" WEST, 100.0 FEET; THENCE ALONG CENTER LINE OF PAVEMENT AND A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 43 DEG. 30'54" WEST, 32.2 FEET; THENCE SOUTH 77 DEG. 45'18" EAST, 201.60 FEET; THENCE NORTH 00 DEG. 18' 03" WEST, 211.09 FEET TO THE POINT OF BEGINNING.

**JOINDER AND CONSENT OF MORTGAGEE
TO GAS UTILITY EASEMENT**

The undersigned, REGIONS BANK, an Alabama banking corporation, as the holder of (i) Mortgage and Security Agreement dated June 7, 2016 executed by BELLEVIEW PLACE – LAND, LLC, a Florida limited liability company (“BPL”), and recorded in Official Record Book 19222 Page 1701, of the Public Records of Pinellas County, Florida, and (ii) Assignment of Leases, Rents and Contract Rights dated June 7, 2016, and recorded in Official Record Book 19222, Page 1726 of the Public Records of Pinellas County, Florida, (collectively, the “Mortgage”), which encumbers the property referenced in Gas Utility Easement executed by BPL in favor of the City of Clearwater dated June 9, 2016, hereby joins in and consents to the Gas Utility Easement and hereby agrees that its Mortgage and the documents evidencing such Mortgage shall be subordinate to said Gas Utility Easement and all rights created therein.

Signed, sealed and delivered
in the presence of:

REGIONS BANK
an Alabama banking corporation

Renae Howes
Witness Signature

By: [Signature]
Name: DAVID J. KERN
Title: SVP

RENEA HOWES
Witness Printed Name

Karen Branch
Witness Signature

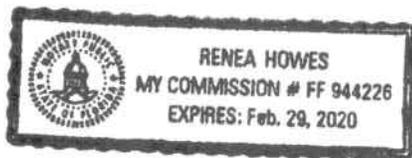
Karen Branch
Witness Printed Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29 day of JULY, 2016, by DAVID J. KERN, as SVP of Regions Bank, an Alabama banking corporation, on behalf of the bank, who is personally known to me, or who has produced _____ as identification.

Renae Howes
Notary Public

My Commission expires: 2/29/20



Signed, sealed and delivered
in the presence of

[Handwritten Signature]

WITNESS signature

Robert F. Green

Print Witness Name

[Handwritten Signature]

WITNESS signature

Jane A. Santiago

Print Witness Name

BELLEVUE PLACE – LAND, LLC,
a Florida limited liability company,

By: MIDWAY HOLDINGS, INC.,
a Florida corporation, its Manager

[Handwritten Signature]

By:

Name: Eric D. Howell

Title: President

Sworn to and subscribed to before me this 9th day of June, 2016.

[Handwritten Signature]

Notary Public - State of Florida

Jane A. Santiago

Type/Print Name

My Commission Expires:

