

Return to:
Clearwater Gas System
777 Maple St.
Clearwater, FL 33755

Parcel I. D. No. 09-29-15-02718-000-0150

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, **POSITRON 8 LLC**, a Florida Limited Liability company whose principal address is **PO BOX 4929 CLEARWATER FL 33758-4929** ("Grantor") does hereby grant and convey to the **CITY OF CLEARWATER, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 4748 Clearwater, FL 33758-4748 ("Grantee"), a non-exclusive, gas utility easement over, under and across the following described land lying and being situated in the County of Pinellas, State of Florida, to wit:

The property located at 806 N OSCEOLA AVE CLEARWATER FL 33755

As more particularly described and depicted in EXHIBIT "A" appended hereto and by this reference made a part hereof

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 five (5) feet easement (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.
2. The legal description on the accompanying Exhibit "A" attached hereto and incorporated herein by this reference, will be replaced with a Descriptive Easement, two and a half (2.5) feet on either side of all facilities installed/as-built by GRANTEE, as will be shown on a certified surveyed sketch and legal description to be provided by GRANTEE within sixty (60) days after the installation of facilities by GRANTEE. The easement will then be recorded in the public record with the Descriptive Easement attached as Exhibit "A".
3. 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.

4. 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.

5. 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.

6. This Easement shall not be changed, altered, or amended except as to the Descriptive Easement as contemplated in section 2, above, or 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.

7. 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.

8. 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

IN WITNESS WHEREOF, the undersigned Grantor has caused these presents to be duly executed this 23 day of February, 2023.

Signed, sealed, and delivered

In the presence of:

Paula Hayes
WITNESS signature

Paula Hayes
Print Witness Name

Sondra Berman
WITNESS signature

Sondra Berman
Print Witness Name

POSITRON 8 LLC

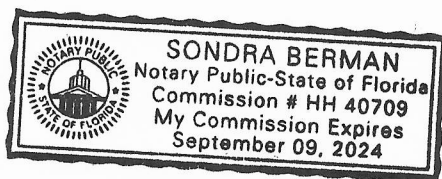
By: [Signature]

Print Name: Steven L. Hayes

Title: Manager

STATE OF Florida :
COUNTY OF Pinellas : ss

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 2/23/2023 (date) by Steven L. Hayes, (name of member, manager, officer or agent, title of member, manager, officer or agent), of **POSITRON 8 LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.



Sondra Berman
Signature of person taking acknowledgment

Sondra Berman
Name typed, printed or stamped

Notary
Title or rank

Serial number, if any

Exhibit "A"

(Legal Description of Property)

Lot 15, Sue Barco Subdivision, a subdivision according to the plat thereof recorded in Plat Book 1, Page 26, of the Public Records of Pinellas County, Florida.

Exhibit "A"
Marina Bay Townhomes – Gas Easement

Parcel I. D. No. 09-29-15-02718-000-0150
806 N OSCEOLA AVE CLEARWATER FL 33755

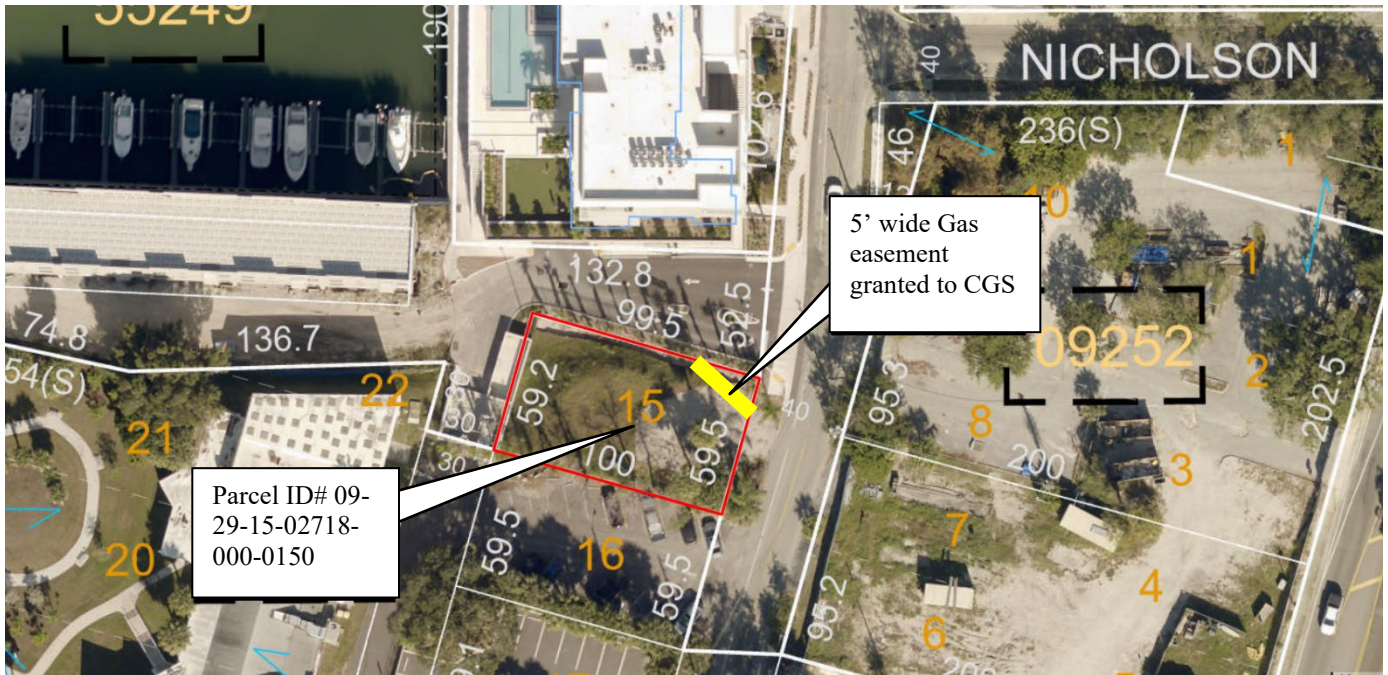
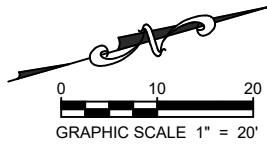


EXHIBIT A SECTION 9, TOWNSHIP 29 SOUTH, RANGE 15 EAST



CLEARWATER TIDES, LLC
PID#09-29-15-55249-000-0020
(ORB 21873, PAGE 1685)

LOT 2
A REPLAT OF MARINA BAY
MASTER CONDOMINIUM
CB 164, PAGE 48

W LINE OF LOT 15, ALSO
BEING THE S LINE OF LOT 2
N80°12'20"W
8.84'

POSITRON 8, LLC
PID#09-29-15-02718-000-0150
(ORB 21568, PAGE 1396)

LOT 15
SUE BARCO SUBDIVISION
PB 1, PAGE 26

EASEMENT CONTAINS ±261 SQ FT

N LINE OF LOT 15, ALSO
BEING THE S LINE OF LOT 2

N16°19'00"E
1.26'

S77°02'21"E 78.87'
N75°04'54"W 59.69'

CLEARWATER TIDES, LLC
PID#09-29-15-55249-000-0020
(ORB 21873, PAGE 1685)

LOT 2
A REPLAT OF MARINA BAY
MASTER CONDOMINIUM
CB 164, PAGE 48

S64°33'13"E
20.92'

N77°02'21"W
20.66'

W R/W
S15°59'23"W
5.07'
POINT OF BEGINNING
(BEARING BASIS)
S15°59'23"W
4.53'

POINT OF COMMENCEMENT
NE CORNER OF LOT 15,
PB 1, PAGE 26

N OSCEOLA AVENUE
(40' R/W ALSO KNOW AS OSCEOLA
STREET PER PB 1, PAGE 26)

NOTES:

1. This Sketch and Description was prepared without the benefit of a Title Report; there may exist easements, encumbrances, and Rights of Way not shown in this Sketch and Description that a more thorough search of the Public Records would reveal.
2. Bearings shown hereon are Grid Bearings based on the Florida State Plane Coordinate System, West Zone, 1983 North American Datum, 2011 Adjustment (NAD83/2011); the West Right of Way line of North Osceola Avenue, having a bearing of S15°59'23"W, is referenced as the Bearing Basis for this Sketch and Description.
3. Instruments of record shown hereon are referenced to the Public Records of Pinellas County, Florida.
4. Certified to Clearwater Gas Systems.

ABBREVIATIONS:

CB - CONDO BOOK
LB - LICENSED BUSINESS
ORB - OFFICIAL RECORDS BOOK
PB - PLAT BOOK
PID# - PARCEL IDENTIFICATION NUMBER
PSM - PROFESSIONAL SURVEYOR & MAPPER
R/W - RIGHT OF WAY
SQ FT - SQUARE FEET

THIS IS NOT A SURVEY

This legal description and sketch is incomplete without the signed and sealed legal description.



PREPARED BY:



McKIM&CREED
3903 Northdale Boulevard, Suite 115E
Tampa, FL 33624
Phone (813) 549-3740
Business Certificate: LB 7917

				BY	DATE	MARINA BAY CONDOMINIUMS	Project #: 03288-0004,
				DRAWN	J.BELAND	3/21/23	13SURV
				CHECKED	E.CODY	3/21/23	SHEET 2 OF 2
REVISION	BY	DATE				PID 09-29-15-02718-000-0150 ORB 21568, PAGE 1396	

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PLOT DATE = 3/21/2023 1:13 PM

AFFIDAVIT OF NO LIENS

STATE OF Florida :
COUNTY OF Pinellas : ss

Steven L. Hayes, Manager, (name of member, manager, officer or agent, title of member, manager, officer or agent), of **POSITRON 8 LLC**, whom, being duly authorized does depose and say:

1. That **POSITRON 8 LLC** is the owner of legal and equitable title to the following described property in Pinellas County, Florida, to wit:

As more particularly described and depicted in EXHIBIT "A" appended hereto and by this reference made a part hereof

2. That said property is now in the possession of the record owner.
3. That there has been no labor performed or materials furnished on said property for which there are unpaid bills for labor or materials against said property, other than those which will be paid during the normal course of business, except: **(list, or if none, insert "NONE". If no entry, it will be deemed that "NONE" has been entered.)**

NONE

4. That there are no liens or encumbrances of any nature affecting the title of the property herein described, except leasehold tenancies, easements and restrictions of record, any encroachments, overlaps or other rights of third parties which would be shown by a current survey, except: **(list, or if none, insert "NONE". If no entry, it will be deemed that "NONE" has been entered.)**

NONE

5. That no written notice has been received for any public hearing regarding assessments for improvements by any government, and there are no unpaid assessments against the above-described property for improvements thereto by any government, whether or not said assessments appear of record.
6. That there are no outstanding sewer service charges or assessments payable to any government.
7. That the representations embraced herein have been requested by the **CITY OF CLEARWATER**, its agents, successors and assigns to rely thereon in connection with the granting of a gas utility easement to encumber the above-described property.

Signed, sealed, and delivered
In the presence of:

Paula Hayes
WITNESS signature

Paula Hayes
Print Witness Name

Sondra Berman
WITNESS signature

Sondra Berman
Print Witness Name

POSITRON 8 LLC

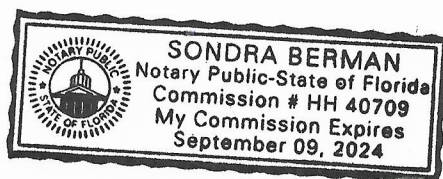
By: [Signature]

Print Name: Steven L. Hayes

Title: Manager

STATE OF Florida
COUNTY OF Pinellas: ss

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2/23/2023 (date) by Steven L. Hayes, (name of member, manager, officer or agent, title of member, manager, officer or agent), of **POSITRON 8 LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.



Sondra Berman
Signature of person taking acknowledgment

Sondra Berman
Name typed, printed or stamped

Notary
Title or rank

Serial number, if any