

Return to:
Rob Brzak
Engineering Department
City of Clearwater
P. O. Box 4748
Clearwater, FL 33758-4748

UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, and the benefits to be derived therefrom, **CITY OF CLEARWATER, FLORIDA**, a Florida Municipal Corporation, whose mailing address is P.O. Box 4748, Clearwater, Florida 33758-4748 ("Grantor"), does hereby grant and convey to **Florida Gas Transmission Company, LLC**, a Delaware limited liability company, whose mailing address is 2405 Lucien Way, Suite 200, Maitland, FL 32751 ("Grantee"), its successors and assigns, non-exclusive easement over, under, across and through the following described land lying and being situate in the County of Pinellas, State of Florida, to wit:

See Exhibit "A" appended hereto and by this reference made a part hereof ("Easement Premises")

This easement is for erecting and constructing thereon a natural gas pipeline valve or valves, and thereafter operating, maintaining, inspecting, altering, repairing, substituting, relocating, removing and changing the size (collectively, Operations) of an above-ground natural gas pipeline valve or valves and surface and subsurface appurtenances thereto, including but not limited to metering and regulating stations, equipment and facilities, markers, vents, valves, electronic and communications equipment used in connection with the pipeline, cathodic and lightning protection systems and components, equipment, facilities and apparatus, piping, fittings, and fences or other protective devices, water and utility cables and pipes, launchers and receivers, and such other improvements as are reasonably necessary in connection with the transportation of natural gas by means of a pipeline (collectively, the Facilities). Grantee shall be solely responsible for obtaining all governmental and regulatory permits required to exercise the rights granted herein.

Florida Gas Transmission Company, LLC covenants and agrees with Grantor that it shall maintain the Facilities installed hereunder and promptly restore the Easement Premises and any affected areas surrounding the Easement Premises 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.

Grantor warrants and covenants with Grantee that Grantor is the owner of fee simple title to the herein described Easement Premises, 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.

In the event Grantor, its successors or assigns, should ever determine it necessary to relocate Grantee's facilities constructed within the Easement Premises to facilitate further development or redevelopment of the property encumbered hereby; then Grantor, its successors or assigns, in consultation with and upon approval of Grantee, shall provide an alternate easement for the utility facilities constructed within the Easement Premises, and shall at Grantor's sole cost and expense reconstruct the utility facilities within the alternate easement. Upon completion of the facilities relocation Grantee shall cause this easement to be vacated and evidence of vacation duly recorded in the public records of Pinellas County, Florida.

This easement is binding upon the Grantor, the Grantee, their heirs, successors and assigns. The rights granted herein shall be perpetual and irrevocable and shall run with the land, except by the written mutual agreement of both parties, or by abandonment of the Easement Premises by Grantee.

IN WITNESS WHEREOF, the undersigned grantor has caused these presents to be duly executed this _____ day of _____, 2021.

Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank Hibbard
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Laura Mahony
Senior Assistant City Attorney

Rosemarie Call
City Clerk

STATE OF FLORIDA :
: **SS**
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by _____, of the City of Clearwater, Florida, a Florida a Florida Municipal Corporation, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public - State of Florida

My commission expires:

Type/Print Name