

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

Parcel I. D. No. 18-27-16-89424-000-0491

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, **TARPON SQUARE ASSOCIATES**, a Florida Association whose principal address is **C/O ALL STAR 5480 58TH ST N KENNETH CITY FL 33709-2036** ("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 40114 US HIGHWAY 19 N TARPON SPRINGS FL 34689

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.

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Exhibit "A"

Legal Description of Property

The North 240 feet of Lots 49 and 50, Section 18, Township 27 South, Range 16 East, Pinellas County, Florida; said portions of lots being designated in accordance with the plat of TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION recorded in Plat Book 1, Page 116, Public Records of Hillsborough County, of which Pinellas County was formerly a part, LESS AND EXCEPT road right-of-way of State Road #55 (U.S. Highway 19) and LESS AND EXCEPT right-of-way of Mango Street.

AND ALSO The South 200 feet of the North 440 feet of Lots 49 and 50, Section 18, Township 27 South, Range 16 East, less the South 80 feet thereof according to the plat of TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION as recorded in Plat Book 1, Page 116, Public Records of Hillsborough County, of which Pinellas County was formerly a part, LESS AND EXCEPT the right-of-way for U.S. Highway 19.

Exhibit "A"

[INSERT SKETCH AND LEGAL DESCRIPTION]

[TO BE REPLACED WITH AS-BUILT SURVEY AFTER INSTALLATION OF FACILITIES AND BEFORE RECORDING]



