

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

Parcel I. D. No. 16-29-15-23814-000-0100, 0030, 0040 & 0050

GENERAL 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, **MAINSTREET CLEARWATER DEVELOPMENT, LLC**, a Florida limited liability company whose principal address is 400 Cleveland Street, Clearwater, Florida 33755 ("Grantor") does hereby grant and convey to the **CITY OF CLEARWATER, FLORIDA**, a Florida municipal corporation ("Grantee"), a non-exclusive, general 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 "Easement Premises")

This easement is for **any and all underground public utilities** installation, repair and maintenance only. The **CITY OF CLEARWATER, FLORIDA**, shall have the right to enter upon the above-described Easement Premises to construct, install, repair and maintain therein any and all public utilities provided by Grantee, and to inspect such utilities from time to time, together with all necessary, associated underground appurtenances thereto. Grantee shall be solely responsible for obtaining all governmental and regulatory permits required to exercise the rights granted herein.

The **CITY OF CLEARWATER, FLORIDA** covenants and agrees with Grantor that it shall maintain reasonable access for Grantor, Grantor's invitees and the general public to Grantor's facilities at all times during the exercise of rights granted herein, and that it shall promptly restore the Easement Premises and any affected areas surrounding the Easement Premises upon completion of any project 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. Grantee further represents and warrants that it shall diligently pursue the completion of all work activities in a timely and workmanlike manner and make reasonable effort to exercise the rights granted herein in such a manner as to cause the least interference with Grantor's business and in Grantor's use of the property.

Grantor warrants and covenants with Grantee that it 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. Grantee acknowledges and agrees that such Grantor's reserved rights include without limitation the right to from time to time, install, repair, use, maintain, replace and keep upon the Easement Premises landscaping, driveways, parking areas, sidewalks, groundcovers, curbs, roadways and other similar improvements together with allowing pedestrian use, and vehicular parking and access all as associated with Grantor's use of the property upon which the Easement Premises is located. Grantor may construct irrigation lines, utilities, columns supporting overhead balconies and columns supporting parking shade structures within the Easement Premises provided Grantee approves the location of said irrigation lines, utilities and columns and associated structures.

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 or any other reason in Grantor's sole discretion; then Grantor, its successors or assigns, in consultation with and upon approval of Grantee (such approval not to be unreasonably withheld, conditioned or delayed), 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, upon the occurrence of either event, the parties (at the request of either party) shall execute and record a release of the Easement Premises from this Easement and Grantee shall at Grantee's cost promptly remove its utilities and appurtenances.

12 IN WITNESS WHEREOF, the undersigned Grantor has caused these presents to be duly executed this day of March, 2016.

Signed, sealed and delivered in the presence of:

MAINSTREET CLEARWATER DEVELOPMENT, LLC

[Signature]

WITNESS signature

Rossin Kabach

Print Witness Name

By: [Signature]

Moises Agami
Print Name/Title

WITNESS signature

Print Witness Name

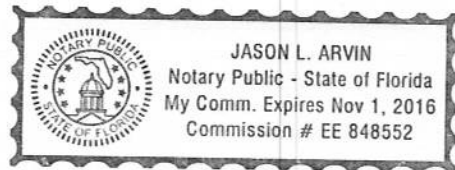
STATE OF FLORIDA :
: ss
COUNTY OF PINELLAS :

Before me, the undersigned authority, personally appeared Moises Agami, as MANAGER of Mainstreet Clearwater Development, LLC, a Florida Lilled Liability Company, whom, being duly authorized, personally executed the foregoing instrument on behalf of said LLC on the aforementioned date, and who acknowledged the execution thereof to be h__ free act and deed for the use and purposes herein set forth, and who [] is personally known to me, or who [] did provide PASSPORT as identification.

[Signature]
Notary Public - State of Florida

JASON L. ARVIN
Type/Print Name

My commission expires: 11/01/2016



Signed, sealed and delivered
In the presence of:

**MAINSTREET CLEARWATER
DEVELOPMENT, LLC**

[Signature]

[Signature]

By:

WITNESS signature

ROSSIN KAKACH.

Print Name/Title

MOISES AZAMU
Manager

Print Witness Name

WITNESS signature

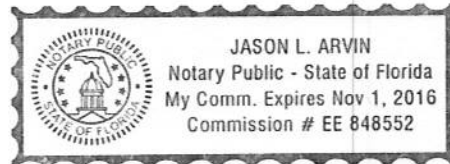
Print Witness Name

Sworn to and subscribed to before me this 12 day of MARCH, 2016.

[Signature]
Notary Public - State of Florida

My Commission Expires: 11/01/2016

JASON L. ARVIN
Type/Print Name



ALL-PURPOSE ACKNOWLEDGEMENT

State of California.

County of LOS ANGELES

On APRIL 22, 2015 before me, CYNTHIA NORBERG, NOTARY
Date Name and Title of Officer (i.e., Your Name, Notary Public)

personally appeared KEVIN BURKE
Name(s) of Document Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cynthia Norberg
Signature of Notary



(Affix seal in the above blank space)

Attachment to: Consent of Lix Holder
Re: Yo Nancy, INC. / Mainstreet Clearwater
Development, LLC.