

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

DRAINAGE 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, **Woodland Villas Condominium I Association, Inc** a Florida corporation, whose mailing address is 4151 Woodlands Parkway Palm Harbor, FL 34685 ("Grantor"), does hereby grant and convey to the **City of Clearwater, Florida**, a Florida municipal corporation whose mailing address is 600 Cleveland St, 6th Floor, Clearwater, Florida 33755 ("Grantee"), its licensees, agents, successors and assigns a 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")

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 utilities, 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. The Grantee shall provide Grantor reasonable notice in writing seven (7) days prior to entering the property each and every time Grantee needs to access the Easement for maintenance, reconstruction or for any other purpose permitted hereunder; however, Grantee shall have immediate access without notice in case of an emergency, as determined in Grantee's sole discretion.

The **CITY OF CLEARWATER, FLORIDA** covenants and agrees with Grantor that it shall 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.

Signed, sealed and delivered
In the presence of:

Jack W. Altamose
Witness signature
JACK W. ALTEMOSE
Print Witness Name

Emily Clark
Witness signature
Emily Clark
Print Witness Name

Woodland Villas Condominium I
Association, Inc

By: *Ron Schebel*
Ron Schebel President 8-15-19

Jack
8-15-19

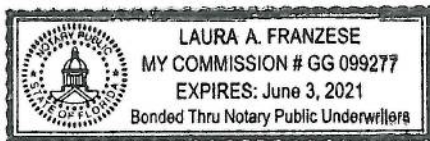
STATE OF FLORIDA :
: ss
COUNTY OF PINELLAS :

Before me, the undersigned authority, personally appeared *Ron Schebel*, as *President* of Woodland Villas Condominium I Association, Inc, who executed the foregoing instrument, and who acknowledged the execution thereof to be his/her free act and deed personally, for the use and purposes herein set forth, and who [] is personally known to me, or who [] did produce _____ as identification.

Laura Franze
Notary Public - State of Florida

My commission expires:

Laura Franze
Type/Print Name

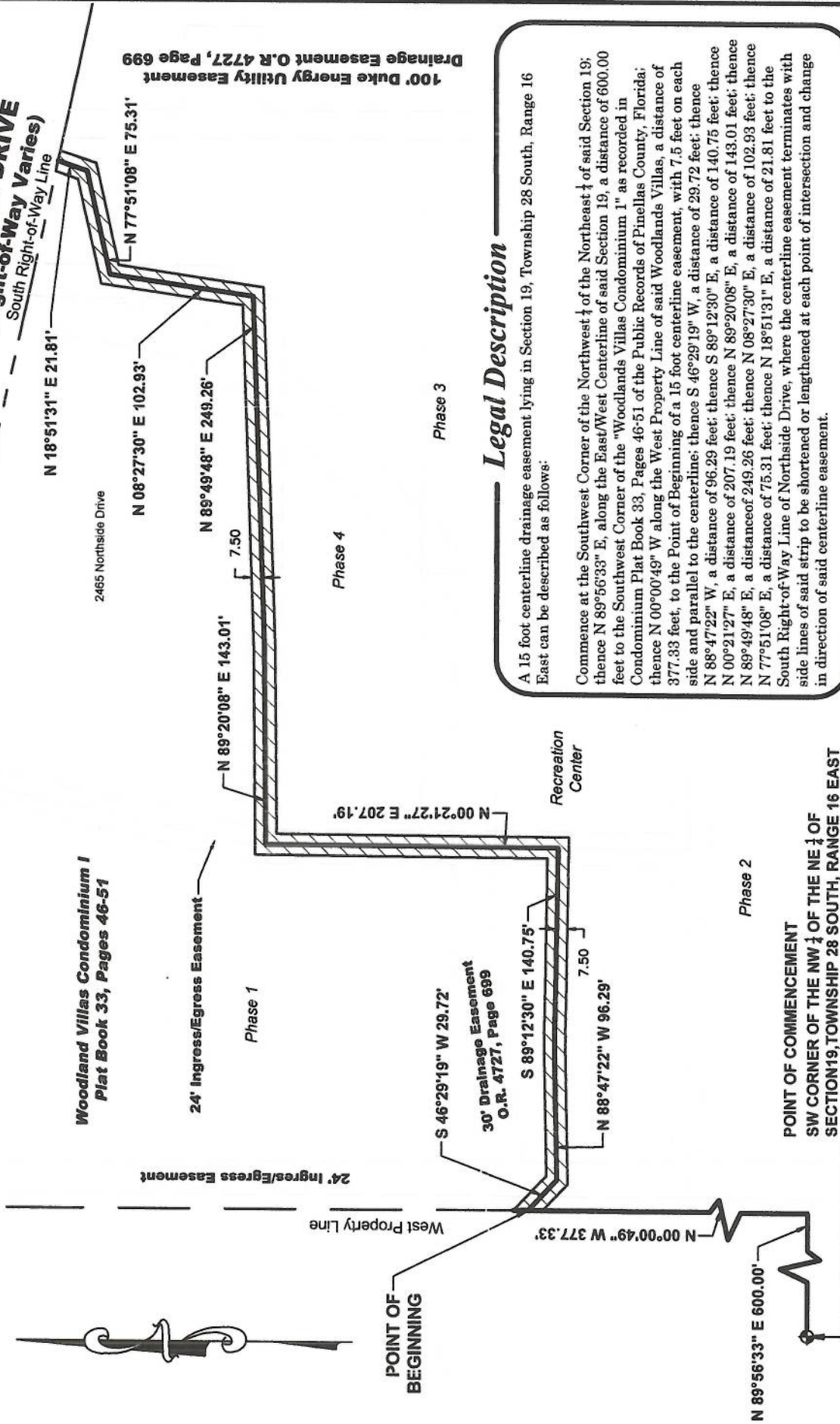


N.T.S.

This is not a survey

EXHIBIT "A"

NORTHSIDE DRIVE
(Right-of-Way Varies)
South Right-of-Way Line



Legal Description

A 15 foot centerline drainage easement lying in Section 19, Township 28 South, Range 16 East can be described as follows:

Commence at the Southwest Corner of the Northwest 1/4 of the Northeast 1/4 of said Section 19; thence N 89°55'33" E, along the East/West Centerline of said Section 19, a distance of 600.00 feet to the Southwest Corner of the "Woodlands Villas Condominium I" as recorded in Condominium Plat Book 33, Pages 46-51 of the Public Records of Pinellas County, Florida; thence N 00°00'49" W along the West Property Line of said Woodlands Villas, a distance of 377.33 feet, to the Point of Beginning of a 15 foot centerline easement, with 7.5 feet on each side and parallel to the centerline; thence S 46°29'19" W, a distance of 29.72 feet; thence N 88°47'22" W, a distance of 96.29 feet; thence S 89°12'30" E, a distance of 140.75 feet; thence N 00°21'27" E, a distance of 207.19 feet; thence N 89°20'08" E, a distance of 143.01 feet; thence N 89°49'48" E, a distance of 249.26 feet; thence N 08°27'30" E, a distance of 102.93 feet; thence N 77°51'08" E, a distance of 75.31 feet; thence N 18°51'31" E, a distance of 21.81 feet to the South Right-of-Way Line of Northside Drive, where the centerline easement terminates with side lines of said strip to be shortened or lengthened at each point of intersection and change in direction of said centerline easement.

CITY OF CLEARWATER ENGINEERING DEPARTMENT	
DRAWN BY J. Sepanski	CHECKED BY T. Mahony

A 15 Foot Centerline Easement at Northside Drive	
DWG. NO. Lgl_2019-12	SHEET 1 OF 1
SECT-TWNSP-RNG 19 - 28 S - 16 E	DATE DRAWN 06/10/2019