

Return to:
Clearwater Gas System
400 N. Myrtle Avenue
Clearwater, FL 33755

Parcel I. D. No. 25-29-15-70200-200-0201

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, **Murat Gultepe**, a Florida Resident whose principal address is 1983 BELLEAIR RD., CLEARWATER FL 33764-2536 ("Grantor") does hereby grant and convey to the **CITY OF CLEARWATER, FLORIDA**, a Florida municipal corporation, whose mailing address is 112 South Osceola Avenue, Clearwater, Florida 33756 ("Grantee"), a non-exclusive, gas 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 "Servient Property")

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 easement five (5) feet wide (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. 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.
3. 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.
4. 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.

5. This Easement shall not be changed, altered or amended except 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.

6. 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.

7. 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 6th day of February, 2019

Signed, sealed and delivered

GULTEPE, MURAT
1983 BELLEAIR RD
CLEARWATER FL 33764-2536

in the presence of

WITNESS signature

[Signature]
Jacinta Garcia Corcoba
Print Witness Name

By: [Signature]

MURAT GULTEPE

Print Name/Title

WITNESS signature

[Signature]
Lisa Friday
Print Witness Name

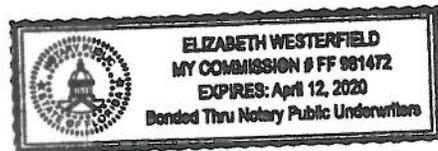
STATE OF FLORIDA :
: ss
COUNTY OF PINELLAS :

Before me, the undersigned authority, personally appeared _____,
as _____ of _____, a Florida _____ 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 free act and deed for the use
and purposes herein set forth, and who [] is personally known to me, or who [] did provide
Florida D/L # G431-540-67-322-0 as identification.

[Signature]
Notary Public - State of Florida

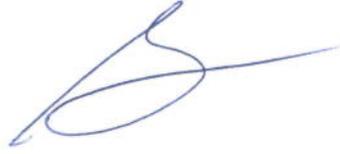
My commission expires:

Elizabeth Westerfield
Type/Print Name



Signed, sealed and delivered
In the presence of:

GULTEPE, MURAT, Grantor

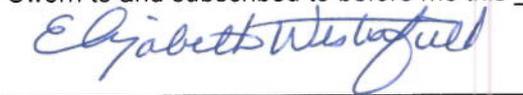



WITNESS signature
Jacinta Garcia Corcoba
Print Witness Name


WITNESS signature
Lisa Friday
Print Witness Name


WITNESS signature
Elizabeth Westerfield
Print Witness Name

Sworn to and subscribed to before me this 6th day of February, 2019.


Notary Public - State of Florida

Elizabeth Westerfield
Type/Print Name

My Commission Expires:



**SCHEDULE "A"
UTILITY EASEMENT**

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18746, PAGE 554, AS RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; THENCE NORTH 89°18'08" WEST ALONG THE CENTER LINE OF BELLEAIR ROAD PER LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18746, PAGE 554 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 191.32 FEET TO A POINT; THENCE SOUTH 00°02'03" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BELLEAIR ROAD AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK AND PAGE; THENCE SOUTH 89°18'08" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 15.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°18'08" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 5.00 FEET TO A POINT; THENCE SOUTH 00°52'50" WEST, A DISTANCE OF 159.04 FEET TO A POINT; THENCE SOUTH 03°15'03" WEST, A DISTANCE OF 100.38 FEET TO A POINT; THENCE SOUTH 01°03'40" EAST, A DISTANCE OF 120.32 FEET TO A POINT; THENCE SOUTH 56°36'40" WEST, A DISTANCE OF 71.01 FEET TO A POINT; THENCE NORTH 33°23'20" WEST, A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 56°36'40" EAST, A DISTANCE OF 68.26 FEET TO A POINT; THENCE NORTH 01°03'40" WEST, A DISTANCE OF 117.75 FEET TO A POINT; THENCE NORTH 03°15'03" EAST, A DISTANCE OF 100.47 FEET TO A POINT; THENCE NORTH 00°52'50" EAST, A DISTANCE OF 158.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,240 SQUARE FEET, MORE OR LESS.

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO, THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED DATUM WITH THE SOUTH RIGHT OF WAY LINE OF BELLEAIR ROAD HAVING A DEED BEARING OF SOUTH 89°18'08" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. THIS SKETCH WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION & CERTIFICATION

SHEET 1 OF 2

DATE: 06/26/2018
PROJECT NUMBER: 180069
DRAWN: D. HEATH
CHECKED: J. SCHWARTZ

**1983 BELLEAIR ROAD
UTILITY EASEMENT
CLEARWATER, FLORIDA**



CRIBB PHILBECK WEAVER GROUP, INC.
3918 N. HIGHLAND AVENUE, TAMPA, FLORIDA 33603
PHONE: (813) 361-2644, FAX: (813) 223-2469
PROFESSIONAL SURVEYOR & MAPPER
BUSINESS LICENSE NUMBER: LB8232

SKETCH OF DESCRIPTION

SEE DETAIL "A"
TO THE RIGHT

SOUTH RIGHT OF WAY LINE
BELLEAIR ROAD

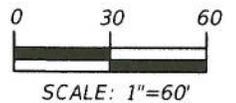
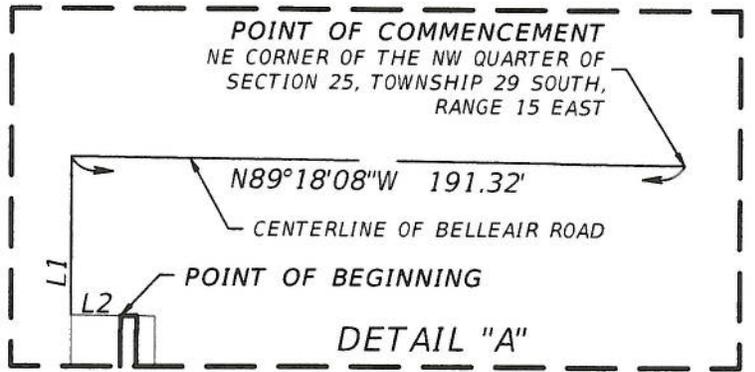
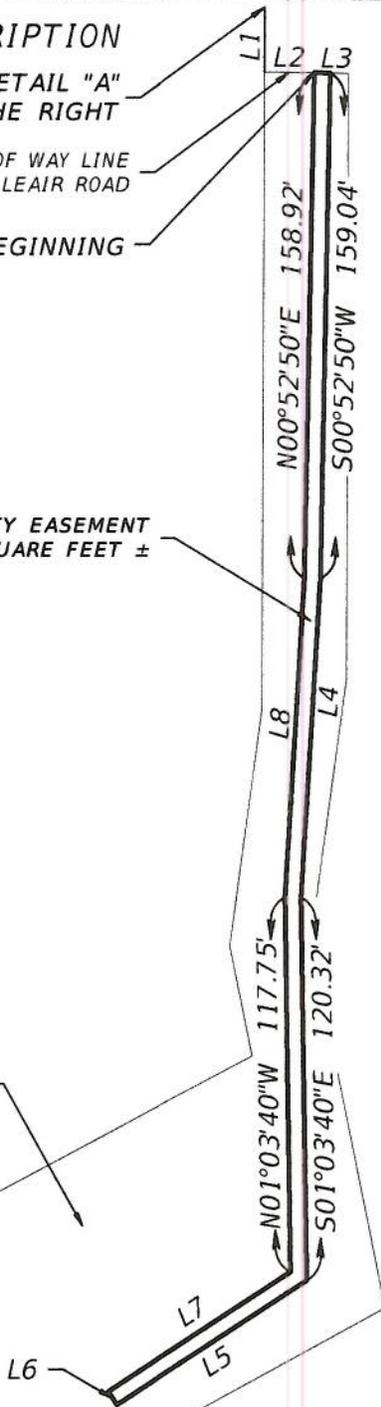
POINT OF BEGINNING

UTILITY EASEMENT
AREA: 2,240 SQUARE FEET ±

LINE TABLE

L1=500°02'03"E 50.00'
 L2=589°18'08"E 15.63'
 L3=589°18'08"E 5.00'
 L4=503°15'03"W 100.38'
 L5=556°36'40"W 71.01'
 L6=N33°23'20"W 5.00'
 L7=N56°36'40"E 68.26'
 L8=N03°15'03"E 100.47'

LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK
18746, PAGE 554



SECTION 25,
TOWNSHIP 29 SOUTH,
RANGE 15 EAST

SHEET 2 OF 2

SEE SHEET 1 FOR LEGAL DESCRIPTION AND GENERAL NOTES

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Jeffrey M. Schwartz 06-27-2018

REVISION

BY

DATE

JEFFREY M. SCHWARTZ, PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER: LS6618 DATE

DATE: 06/26/2018

PROJECT NUMBER: 180069

DRAWN: D. HEATH

CHECKED: J. SCHWARTZ

**1983 BELLEAIR ROAD
UTILITY EASEMENT
CLEARWATER, FLORIDA**



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