Prepared by: Jacinta Corcoba Clearwater Gas System 777 Maple St. Clearwater, FL 33755

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

Recording Data Above

Property/Easement Address: 3028, 3030, 3032, 3036, 3112, 3114, 3120, 3122, 3136, 3138, 3142, 3144, 3150, 3210, 3236, 3216, 3222, 3226, 3230, 3006, 3034, 3110, 3116, 3132, 3140, 3146, 3152, 3238, 3128, 3130, 3208, 3100, 3022, 3224, 3234, 3126, 3118, 3148, 2924, 2926, 2928, 2932, 2948, 2920, and 2920 LITTLE ROAD, Trinity, FL 34655.

GAS UTILITY EASEMENT

The undersigned landowner, **REAL SUB LLC**, a Florida limited liability company, with a principal address of 3300 Publix Corporate Parkway, Lakeland, Florida 33811 ("Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the **CITY OF CLEARWATER, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 600 Cleveland St., Suite 600, Clearwater, Florida 33755 (the "City"), and its successors and assigns, a perpetual and irrevocable Gas Utility Easement upon the following-described lands (the "Easement Area") located in Pasco County, Florida:

See Exhibit "A"

This Gas Utility Easement grants to the City the right to access, construct, and maintain gas utilities, and any related structures or facilities for use by the City. Specifically, this Easement is for natural gas distribution pipes and appurtenant facilities only. Clearwater Gas System, a component of the City, shall have the right to enter upon the above-described premises to construct, reconstruct, install, and maintain therein the herein referenced natural gas distribution pipes, together with appurtenances thereto (collectively, "Facilities"), and to inspect and alter such Facilities from time to time.

Grantor therefore hereby grants to the City, its successors, and assigns a non-exclusive five (5) feet easement in perpetuity on, over, under, across, and through the Easement Area, 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 the City to perform installations and repairs without removing said surface improvement. This may require a directional bore or other contractor suggested and owner approved methods.

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 the City (the

"Descriptive Easement"), as will be shown on a certified surveyed sketch and legal description to be provided by the City within sixty (60) days after the installation of facilities by the City. The easement will then be recorded in the public record with the Descriptive Easement attached as Exhibit "A".

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 the City's access to the Easement Area or the City's ability to repair, replace and service the Facilities within the Easement Area.

The City, by acceptance hereof, agrees to construct, repair, and maintain the Facilities at its sole cost and expense, and shall cause the Facilities to comply with all applicable rules, regulations, building codes, laws, and ordinances of any governmental authority or other applicable agency having jurisdiction over the Easement Area, including safety at the job site, and the security, location, maintenance, and physical condition of the City's materials and equipment thereon. In the event the City shall perform any construction, repairs, alteration, replacement, relocation or removal of any Facilities, the City 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.

During the installation, repair and maintenance of Facilities within the Easement Area, the City shall use its best efforts to minimize the impact of construction on the business activities being conducted on or from the Servient Property, including, but not limited to, not obstructing, blocking, or otherwise adversely affecting vehicular or pedestrian ingress and egress to and from, and parking on, the Property. The City's materials and equipment shall not block the view of any of Grantor's signage on the Servient Property, and the City shall confine the staging for such materials and equipment to an area designated by Grantor.

The City shall use the Easement Area solely and exclusively for purposes of installing, repairing and maintaining the Facilities, and for absolutely no other use or purpose whatsoever without Grantor's prior written approval, which approval Grantor may withhold in its sole discretion.

The City shall not create or cause to be imposed, claimed, or filed upon the Servient Property, or any portion thereof, or upon the interest therein of Grantor, any lien, charge, or encumbrance whatsoever. If, because of any act or omission of the City, any such lien, charge, or encumbrance shall be imposed, claimed, or filed, the City shall, at its sole expense, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise), and the City (subject to the limitations set forth in Section 768.28, Florida Statutes), shall defend and indemnify Grantor, and hold Grantor harmless from, any and all costs, liabilities, suits, penalties, claims, injury, loss, damage, and demands of any nature whatsoever, whether actual or alleged, including any and all reasonable attorneys' fees, paralegal fees and court costs, caused by or resulting

therefrom. If the City fails to comply with this Section 6, Grantor shall have the option of paying, satisfying, or otherwise discharging (by bonding or otherwise) such lien, charge, or encumbrance; in such an event, the City shall reimburse Grantor on demand for all sums paid by or otherwise incurred by Grantor in connection therewith. Nothing herein shall be construed as consent by the City to be sued by third parties, or as a waiver or modification of the provisions or limits of Section 768.28, Florida Statutes or the Doctrine of Sovereign Immunity.

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.

This Easement shall not be changed, altered, or amended except as to the Descriptive Easement referenced above, or by an instrument in writing executed by Grantor and the City or their respective successors and assigns; provided, however, that in the event the City shall abandon the use of the Easement Area, then the City shall, within a reasonable time thereafter, release and convey to the Grantor or its successors and assigns all rights hereby granted pursuant to this Easement.

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 the City, as the case may be, and their respective successors and assigns.

Grantor warrants ownership of fee simple title to the Property, and that Grantor has full right and lawful authority to grant and convey this Easement to the City free from encumbrances or liens. Further, Grantor guarantees the non-exclusive, quiet and peaceful use and enjoyment of this Easement, and that no structures, landscaping, or other objects that would impede or obstruct the operation of the City's utilities will be placed in the Easement Area.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Florida. In any litigation or other proceeding between the parties arising out of this Easement or the Facilities, the prevailing party in such litigation or other proceeding shall be entitled to recover all costs incurred, such costs to include, without limitation, reasonable attorneys' fees, paralegal fees, and court costs, including fees and costs on appeal and in any bankruptcy proceedings. The captions and headings in this Easement have been inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of, or otherwise affect, the terms and conditions of this Easement.

THE CITY AND GRANTOR DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS EASEMENT, THE INSTALLATION, REPAIR, MAINTENANCE OR USE OF THE FACILITIES, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY

GRANTOR AND THE CITY TO EACH ENTER INTO AND ACCEPT THIS EASEMENT. IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this . 20 25 day of Signed, sealed, and delivered **REAL SUB LLC** In the presence of: Villian a Kanform, (V Veyt Welch WITNESS signature William W. Rayburn, IV Peyton Welch Vice President **Print Witness Name** 3300 Publix Corporate Parkway Lakeland, FL 33811 WITNESS signature Jadyn Hash **Print Witness Name** 3300 Publix Corporate Parkway Lakeland, FL 33811 STATE OF Florida COUNTY OF POLY by William W. Rayburn, IV, as Vice President of REAL SUB LLC, a Florida Limited liability company, on behalf of the company, who is personally known to me or has produced as identification. PATRICIA COOLEY Commission # HH 255253 Expires August 20, 2026 NOTARY PUBLIC Print Name: State of Florida

ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS EASEMENT. THIS WAIVER IS A MATERIAL INDUCEMENT FOR

(NOTARIAL SEAL)

CITY OF CLEARWATER, FLORIDA, a municipal corporation

Countersigned:	
Countersigned.	
	By:
Bruce Rector	Jennifer Poirrier
Mayor	City Manager
Approved as to form:	Attest:
Michael Fuino	Rosemarie Call
Assistant City Attorney	City Clerk
STATE OF FLORIDA:	
: ss COUNTY OF PINELLAS:	
presence or \square online notarizatio	was acknowledged before me by means of ☐ physical n, this day of, 202_,, (name of member, manager, manager, officer or agent) of The City of Clearwater , a
officer or agent, title of member, municipal corporation, on beha produced as	If of the City, who is personally known to me or has
	NOTARY PUBLIC
	Print Name: State of Florida
(NOTARIAL SEAL)	State of Frontier

Exhibit "A"

Legal Description of the Properties

24-26-16-0000-00100-0010

Assessed in Section 24, Township 26 South, Range 16 East of Pasco County, Florida

THAT PORTION OF PARCEL 1 CONVEYED TO AIG BAKER MRP LLC LYING IN SECTIONS 23 & 24 LESS THOSE PORTIONS KNOWN AS OUTPARCEL 4 PER OR 5499 PG 360 & OUTPARCEL 5 PER OR 5534 PG 755 & OUTPARCEL 7 PER OR 5688 PG 1613 & OUTPARCEL 8 PER OR 5320 PG 1506 & OUTPARCEL 9 PER OR 5358 PG 1832 & OUTPARCEL 10 PER OR 5603 PG 1649 & LESS POR TO BE KNOWN AS OUTPAREL 6 DESC AS COM AT SW COR OF SEC TH N0DEG 04'07"W 710.37 FT TH N90DEGE 44.86 FT TO POB TH CONT N90DEG E 124.85 FT TH S40DEG37'02"E 30.36 FT TH S08DEG45'57"W 232.35 FT TH S90DEGW 181.23 FT THN08DEG59'06"E 25.31 FT TH S81DEG00'54"E 13.0 FT TH N08DG 59'06"E 223.40 FT TH N66DEG0' 48"E 22.26 FT TO POB ALL BEING A POR OF MITCHELL RANCH PLAZA SUBJ TO COMMUNICATION, DRAINAGE UTILITY, INGRESS & EGRESS ESMT PER OR 5263 PG 1128 OR 5320 PG 1523 OR 5499 PG 370 & TOGETHER W/INGR/EGR ESMT PER OR 4979 PG 180 OR 9415 PG 1886

25-26-16-0000-00400-0030

Assessed in Section 25, Township 26 South, Range 16 East of Pasco County, Florida

THAT PORTION OF PARCEL 1 LYING IN SECTIONS 25 & 26 LESS OUTPARCEL 3 DESC IN OR 5409 PG 1420 & LESS OUTPARCEL 4 DESC IN OR 5499 PG 360 & LESS POR DESC IN OR 5783 PG 278 & LESS POR LYING WITHIN NW1/4 OF NW1/4 OF SEC BOUNDED SWLY BY TARGET PCL PER OR 5783 PG 278 SUBJ TO COMM ESMT PER OR 5263 PG 1128 TOGETHER W/INGR/EGR ESMT PER OR 4979 PG 180; SUBJ TO SURFACE WATER MGMT ESMT 5358/1817; SUBJ TO INGR/EGR & DRAIN ESMT PER OR 5567 PG 860 OR 9415 PG 1886

LEGAL DESCRIPTION AND SKETCH

EXHIBIT 'A'

DESCRIPTION (EASEMENT):

A 5.00 foot wide strip of land being a portion of lands described in Official Records Book 9415, Page 1886, of the Public Records of Pasco County, Florida, said lands hereinafter being referred to as "Parent Tract", lying within Sections 24 and 25, Township 26 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 24; THENCE run Westerly along the South line of said Southwest 1/4, N89°45'47"W a distance of 1402.64 feet to a point; THENCE departing the South line of said Southwest 1/4, run S00°01'08"W a distance of 5.11 feet to a Southerly corner of lands described in Official Records Book 4979, Page 153 of said Public Records, also being called the POINT OF BEGINNING of lands described as PARCEL I in Official Records Book 5158, Page 1041 of said Public Records; THENCE run Southerly along the Westerly boundary of said PARCEL I, S00°01'08"W a distance of 23.21 feet to the POINT OF BEGINNING of this description; THENCE continue Southerly along the Westerly boundary of said PARCEL I, S00°01'08"W a distance of 5.00 feet to a point; THENCE departing the Westerly boundary of said PARCEL I, run S89°38'01"W a distance of 130.54 feet to a point; THENCE run N88°22'09"W a distance of 64.95 feet to a point; THENCE run S87°29'48"W a distance of 64.34 feet to a point; THENCE run S89°54'25"W a distance of 97.84 feet to a point; THENCE run N84°58'01"W a distance of 37.28 feet to a point; THENCE run N56°44'16"W a distance of 25.90 feet to a point; THENCE run N76°30'11"W a distance of 2.86 feet to a point; THENCE run S02°48'53"W a distance of 45.15 feet to the beginning of a non-tangential curve concaved Southeasterly having a radius of 135.75 feet; THENCE run Southwesterly along the arc of said curve a distance of 50.97 feet through a delta angle of 21°30'40", said curve being subtended by a chord bearing S39°27'58"W a distance of 50.67 feet to a non-tangential line; THENCE run S00°37'53"W a distance of 95.49 feet to a point; THENCE run S38°47'34"E a distance of 19.94 feet to the Southwesterly boundary of said Parent Tract, said Southwesterly boundary also being the Westerly boundary of lands described in Official Records Book 9758, Page 306 of said Public Records; THENCE run Southerly along said Southwesterly boundary, S00°00'27"E a distance of 7.98 feet to a point; THENCE departing said Southwesterly boundary, run N38°47'34"W a distance of 15.50 feet to a point; THENCE run S14°23'39"E a distance of 6.98 feet to a point; THENCE run S05°28'49"W a distance of 22.14 feet to a point; THENCE run S05°44'56"E a distance of 76.19 feet to a point; THENCE run S05°36'57"W a distance of 15.09 feet to the Southwesterly boundary of said Parent Tract, said Southwesterly boundary also being the Northerly boundary of lands described in Official Records Book 5783, Page 278 of said Public Records; THENCE run Westerly along said Southwesterly boundary, S89°59'34"W a distance of 5.02 feet to a point; THENCE departing said Southwesterly boundary, run N05°36'57"E a distance of 15.09 feet to a point; THENCE run N05°44'56"W a distance of 76.19 feet to a point; THENCE run N05°28'49"E a distance of 21.75 feet to a point; THENCE run N14°23'39"W a distance of 18.00 feet to a point; THENCE run N00°37'53"E a distance of 97.95 feet to the beginning of a non-tangential curve concaved Southeasterly having a radius of 140.75 feet; THENCE run Northeasterly along the arc of said curve a distance of 51.89 feet through a delta angle of 21°07'27", said curve being subtended by a chord bearing N38°45'33"E a distance of 51.60 feet to a non-tangential line; THENCE run N02°48'53"E a distance of 43.60 feet to a point; THENCE run N04°23'24"W a distance of 59.41 feet to a point; THENCE run N00°05'46"E a distance of 129.34 feet to a point; THENCE run N28°54'47"W a distance of 32.43 feet to a point; THENCE run N00°32'18"E a distance of 198.73 feet to a point; THENCE run N02°03'35"W a distance of 80.92 feet to a point; THENCE run N01°55'58"E a distance of 120.19 feet to the beginning of a non-tangential curve concaved Southeasterly having a radius of 98.96 feet; THENCE run Northeasterly along the arc of said curve a distance of 137.26 feet through a delta angle of 79°28'16", said curve being subtended by a chord bearing N51°01'13"E a distance of 126.52 feet to a tangential line; THENCE run S89°14'39"E a distance of 130.40 feet to the beginning of a non-tangential curve concaved Northwesterly having a radius of 76.22 feet; THENCE run Northeasterly along the arc of said curve a distance of 122.25 feet through a delta angle of 91°53'23", said curve being subtended by a chord bearing N46°10'35"E a distance of 109.56 feet to a non-tangential line; THENCE run N03°52'52"W a distance of 61.48 feet to a point; THENCE run N00°18'11"W a distance of 137.57 feet to a point; THENCE run N17°14'48"W a distance of 57.62 feet to a point; THENCE run N11°00'54"W a distance of 36.06 feet to a point; THENCE run N01°18'23"W a distance of 34.22 feet to a point; THENCE run N08°47'09"W a distance of 42.51 feet to a point; THENCE run N01°25'12"E a distance of 69.31 feet to a point; THENCE run N09°00'10"E a distance of 32.16 feet to a point on the Southerly Right of Way line of State Road 54, a varying width public Right of Way per Official Records Book 5567, Page 865 of said Public Records, said point being the beginning of a non-tangential curve concaved Southerly having a radius of 29027.12 feet;

(continue on Sheet 2 of 10)

Digitally signed by John J Beland Date: 2025.04.21 10:54:35 -04'00'

JOHN BELAND, PSM FLORIDA CERTIFICATE No. 7004 McKIM & CREED, INC.

DATE

Note: Not Valid without the original signature and embossed seal, or the digital seal and signature, of a Florida licensed surveyor and mapper.

THIS IS NOT A	SUR	/EY				aler Gas System	PREPARED BY:	&CREED	
					Live (with	ireener Gas	3903 Northdale Bou Tampa, FL 33624 Phone (813) 549-37 Business Certificate:	levard, Suite 115E 40	
				BY	DATE	3144 LITTLE RD, NE		Project #: 03288-0007	7
			DRAWN	J.BELAND	A/15/25	GAS LINE EASEME	NT	15SURV	
ADJUST GEOMETRY	JJB	4/21/25	DIVAVIA	J.DEDAND		00000445 0405 4000			
REVISION	BY	DATE	CHECKED	J.BELAND	4/17/25	ORB 9415, PAGE 1886	PASCO COUNTY	SHEET 1 OF	10

FILE PATH = I:\03288\0007\15SURV - 3144 LITTLE RD S&D\92-C3D\04-S&D\v1\03288-0007_15SURV_v1.dwg

DATE = 4/21/2025 10:48 AM

LEGAL DESCRIPTION AND SKETCH

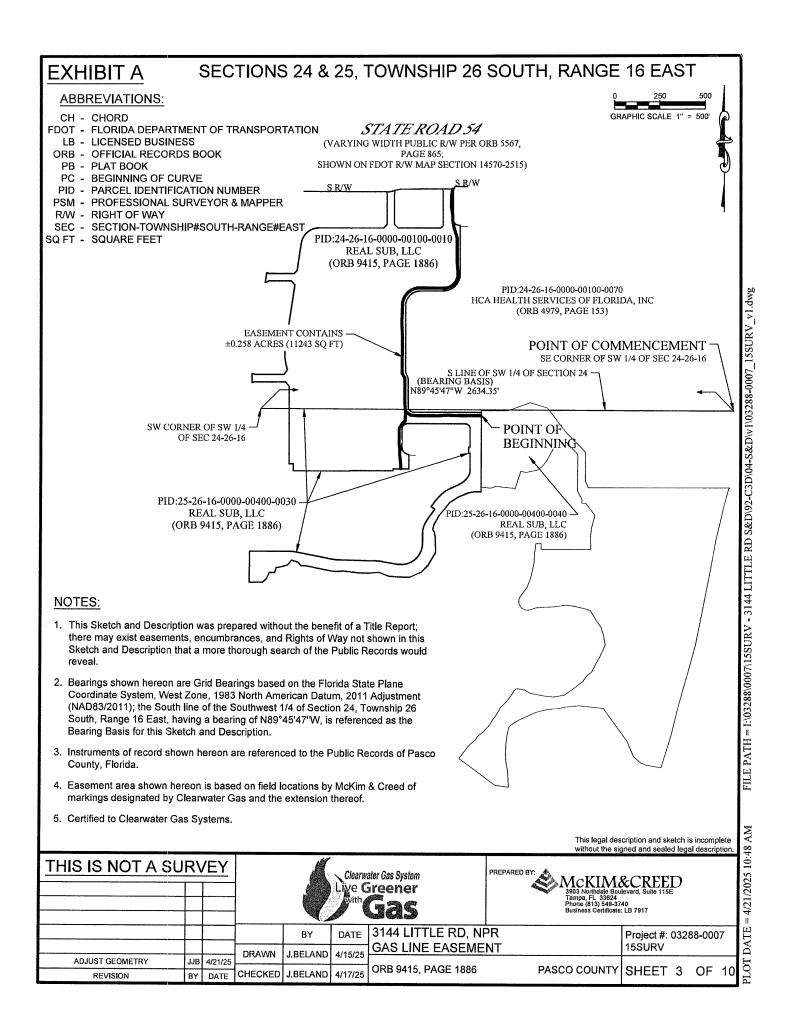
EXHIBIT 'A'

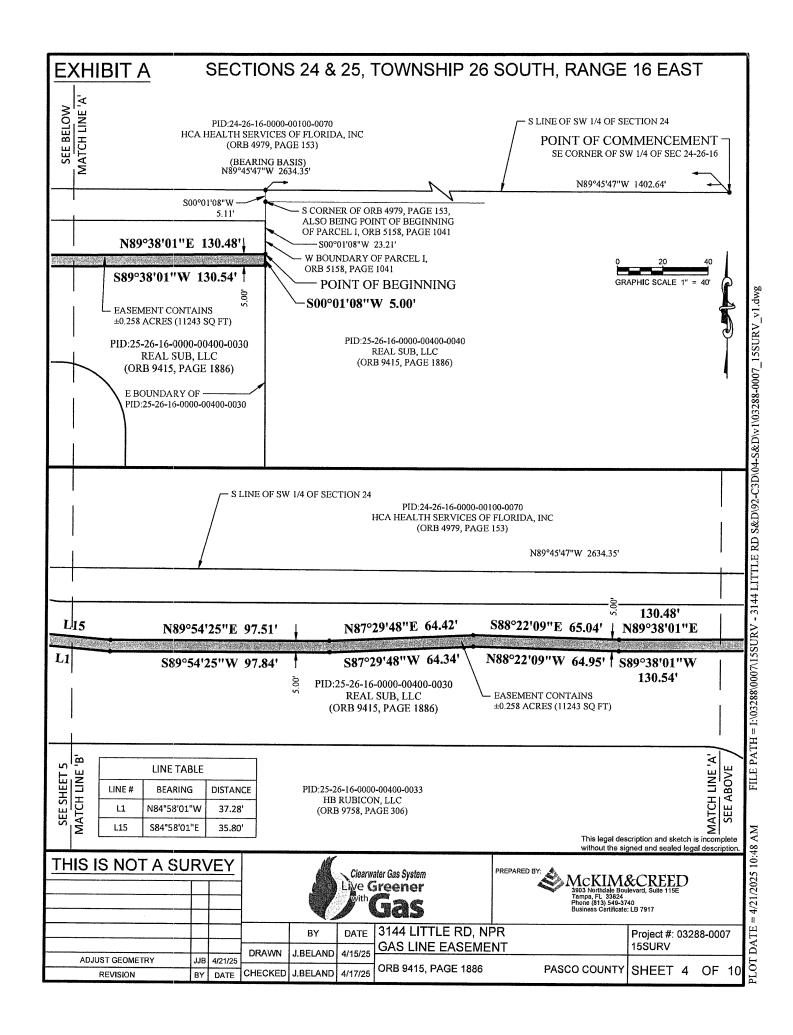
(continued from Sheet 1 of 10)

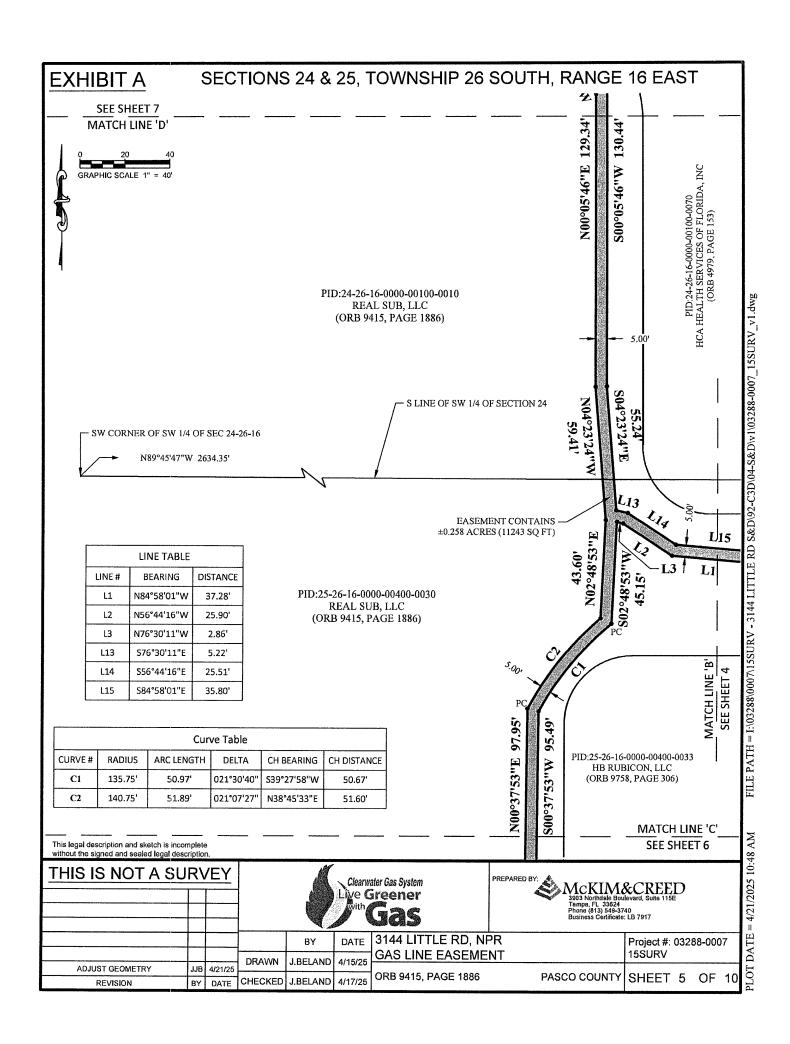
THENCE run Easterly along said Southerly Right of Way line and along the arc of said curve a distance of 5.06 feet through a delta angle of 00°00'36", said curve being subtended by a chord bearing N89°51'02"E a distance of 5.06 feet to a non-tangential line; THENCE departing said Southerly Right of Way line, run S09°00'10"W a distance of 32.63 feet to a point; THENCE run S01°25'12"W a distance of 68.53 feet to a point; THENCE run S08°47'09"E a distance of 42.39 feet to a point; THENCE run S01°18'23"E a distance of 34.13 feet to a point; THENCE run S11°00'54"E a distance of 35.36 feet to a point; THENCE run S17°14'48"E a distance of 58.09 feet to a point; THENCE run S00°18'11"E a distance of 138.16 feet to a point; THENCE run S03°52'52"E a distance of 61.50 feet to the beginning of a non-tangential curve concaved Northwesterly having a radius of 81.22 feet; THENCE run Southwesterly along the arc of said curve a distance of 130.39 feet through a delta angle of 91°58'33", said curve being subtended by a chord bearing S46°05'27"W a distance of 116.83 feet to a non-tangential line; THENCE run N89°14'39"W a distance of 130.34 feet to the beginning of a tangential curve concaved Southeasterly having a radius of 93.96 feet; THENCE run Westerly along the arc of said curve a distance of 129.92 feet through a delta angle of 79°13'29", said curve being subtended by a chord bearing S51°08'36"W a distance of 119.82 feet to a non-tangential line; THENCE run S01°55'58"W a distance of 119.60 feet to a point; THENCE run S02°03'35"E a distance of 80.85 feet to a point; THENCE run S00°32'18"W a distance of 197.53 feet to a point; THENCE run S28°54'47"E a distance of 32.41 feet to a point; THENCE run S00°05'46"W a distance of 130.44 feet to a point; THENCE run S04°23'24"E a distance of 55.24 feet to a point; THENCE run S76°30'11"E a distance of 5.22 feet to a point; THENCE run S56°44'16"E a distance of 25.51 feet to a point; THENCE run S84°58'01"E a distance of 35.80 feet to a point; THENCE run N89°54'25"E a distance of 97.51 feet to a point; THENCE run N87°29'48"E a distance of 64.42 feet to a point; THENCE run S88°22'09"E a distance of 65.04 feet to a point; THENCE run N89°38'01"E a distance of 130.48 feet to the POINT OF BEGINNING.

The above described parcel of land contains 0.258 acres (11243 square feet) more or less.

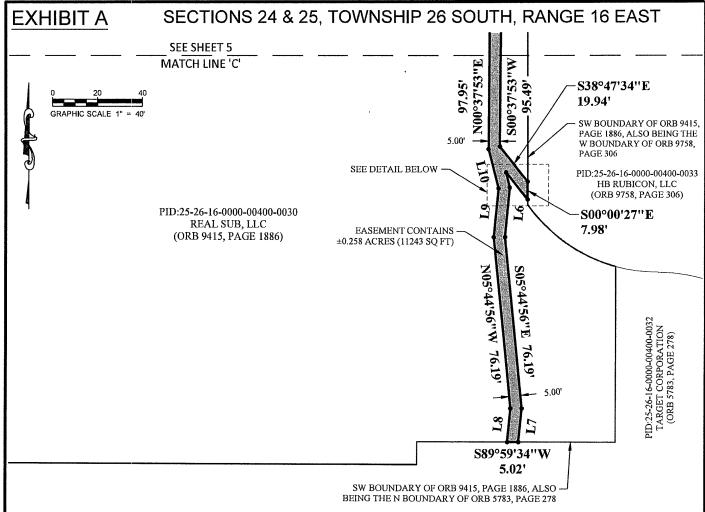
	THIS IS NOT A SI	UR\	/EY				ater Gas System Gas	PREPARED BY: 3903 Northdale Bou Tamps, Fl. 33624 Phone (313) 549-37 Business Certificate	40	4/01/2005/10/4
I					BY	DATE	3144 LITTLE RD, N		Project #: 03288-0007	Ή
- 1				DRAWN	J.BELAND	4/15/25	GAS LINE EASEME	NT	15SURV	Ž
ı	ADJUST GEOMETRY	JJB	4/21/25		0.022 0.0	11 10/20	ODB 0445 BAOE 4000	DAGGO GOUNTY	SHEET 2 OF 10	ļ
l	REVISION	BY	DATE	CHECKED	J.BELAND	4/17/25	ORB 9415, PAGE 1886	PASCO COUNTY	SHEET 2 OF 10	1 5





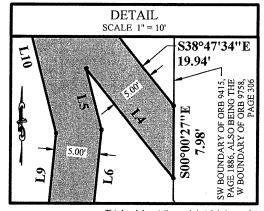






LINE TABLE					
LINE#	BEARING	DISTANCE			
L4	N38°47'34"W	15.50'			
L5	S14°23'39"E	6.98'			
L6	S05°28'49"W	22.14'			
L7	S05°36'57"W	15.09'			
L8	N05°36'57"E	15.09'			
L9	N05°28'49"E	21.75'			
110	N14°23'39"W	18.00'			

PID:25-26-16-0000-00400-0032 TARGET CORPORATION (ORB 5783, PAGE 278)



This legal description and sketch is incomplete without the signed and sealed legal description.

THIS IS NOT A SU	JR\	/EY				ater Gas System Freener Gas	PREPARED BY: MCKIMA 3903 Northdale Business Certificate Business Certificate	40
				BY	DATE			Project #: 03288-0007
			DRAWN	J.BELAND	4/15/25	GAS LINE EASEME	NT	15SURV
ADJUST GEOMETRY	JJB	4/21/25		0.525(115)		ODB 0445 DAGE 4000	DAGGO GOUNTY	01155
REVISION	BY	DATE	CHECKED	J.BELAND	4/17/25	ORB 9415, PAGE 1886	PASCO COUNTY	SHEET 6 OF 10

