

Exhibit "A" to
Resolution 21-13

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

Parcel I. D. No. 23-28-16-74402-001-0010

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, **NRF PINWOOD LLC**, a Ohio Limited Liability company whose principal address is 212 E 3RD ST STE 200 CINCINNATI OH 45202-5500 ("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 situate in the County of Pinellas, State of Florida, to wit:

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.

The Remainder of this Page Intentionally Left Blank

Sketch of Legal not a Survey

EXHIBIT "A"

LEGAL DESCRIPTION: CLEARWATER GAS EASEMENT

A PORTION OF LOT 1, BLOCK 1, RETAIL CENTER AT TAMPA ROAD AND PINE AVENUE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 136, PAGES 3 AND 4, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1 FOR A POINT OF BEGINNING AND THENCE RUN N 76°22'55" W ALONG THE SOUTH BOUNDARY OF LOT 1, A DISTANCE OF 86.71 FEET ; THENCE LEAVING SAID LINE , N 02°24'42" W, A DISTANCE OF 43.91 FEET; THENCE N 68°57'11" W ALONG A LINE 20 FEET SOUTH OF A PARALLEL WITH THE SOUTH LINE OF THE EXISTING MASONRY BUILDING, A DISTANCE OF 102.82 FEET ; THENCE N 21°02'49" E, A DISTANCE OF 20.00 FEET TO SOUTH EDGE OF SAID MASONRY BUILDING; THENCE S 68°57'11" E, A DISTANCE OF 20.00 FEET ALONG SAID SOUTH EDGE OF SAID MASONRY STRUCTURE; THENCE S 21°02'49" W, A DISTANCE OF 5.00 FEET ; THENCE S 68°57'11" E, A DISTANCE OF 87.22 FEET ; THENCE S 02°24'42" E, A DISTANCE OF 48.3 FEET TO A POINT 10 FEET NORTH OF THE SOUTH BOUNDARY OF SAID LOT 1; THENCE S 76°22'55" E ALONG A LINE 10 FEET NORTH OF AND PARALLEL WITH SAID SOUTH BOUNDARY OF LOT 1, A DISTANCE OF 79.89 FEET TO THE WEST RIGHT OF WAY OF PINE AVENUE; THENCE S 17°42'54" W ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING.

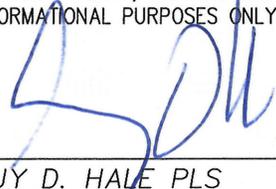
CONTAINING 2969.8 SQUARE FEET OR 0.068 ACRES MORE OR LESS.

CERTIFIED AS A SKETCH OF LEGAL
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER OR
DIGITALLY SIGNED, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR
INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PAGE 1 OF 2

LEGEND

- (D) = Data Per Description
- (M) = Data Measured
- (C) = Calculated Data
- PG.(s) = Page (s)
- O.R. = Official Record Book
- P.B. = Plat Book
- R/W = Right-of-way



 GUY D. HALE PLS
 Licensed Professional Land Surveyor
 Florida Registration Number 4626
 JOB NUMBER: 2006194 2-3-21

**GUY
HALE,**
LAND SURVEYING
 406 SO. ARCTURAS AVENUE
 SUITE ONE
 CLEARWATER, FL 33765
 (727) 734-4266 GHsurveyor@gmail.com

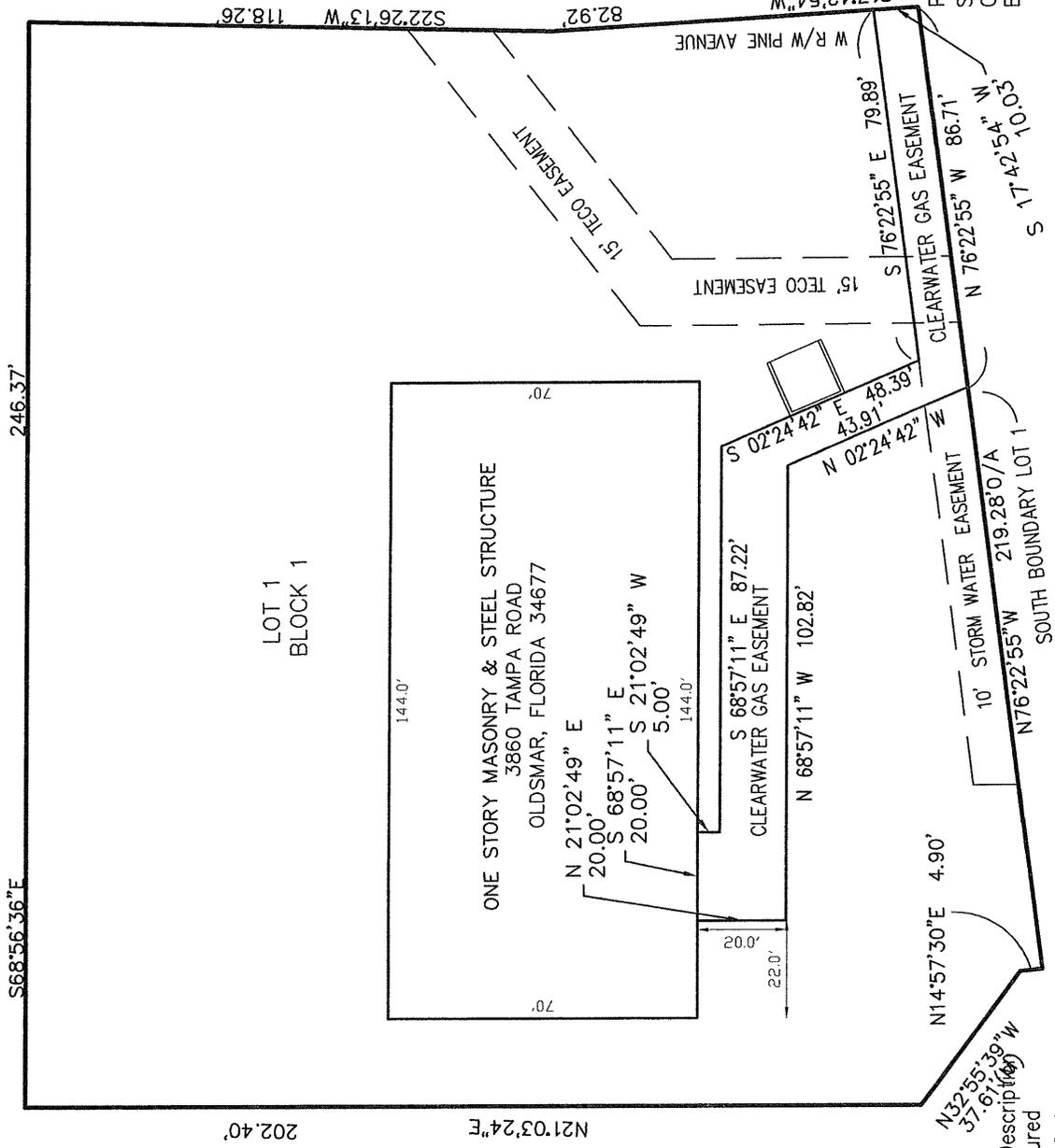
SECTION 14 & 23, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

Sketch of Legal not a Survey

EXHIBIT "A"

TAMPA ROAD STATE ROAD 584 (R/W VARIES)

GRAPHIC SCALE



LEGEND

- (D) = Data Per Description
- (M) = Data Measured
- (C) = Calculated Data
- PG.(s) = Page (s)
- O.R. = Official Record Book
- P.B. = Plat Book
- R/W = Right-of-way

PAGE 2 OF 2

GUY GHALE,
LAND SURVEYING

406 SO. ARCTURAS AVENUE
SUITE ONE
CLEARWATER, FL 33765
734-4266 GHSurveyor@gmail.com

JOB NUMBER: 2006194 (727)

Signed, sealed, and delivered
In the presence of:

Olta Toska

WITNESS signature

Olta Toska

Print Witness Name

Dakota Gruber

WITNESS signature

Dakota Gruber

Print Witness Name

NRF PINWOOD LLC

By: David Birdsall

Print Name: David Birdsall

Title: Mgr

STATE OF Ohio :
COUNTY OF Hamilton : ss

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th April (date) by David Birdsall, (name of member, manager, officer or agent, title of member, manager, officer or agent), of NRF PINWOOD LLC, a Ohio limited liability company, on behalf of the company, who is personally known to me or has produced Drivers License as identification.



STEPHEN MORSCH
Notary Public, State of Ohio
My Commission Expires 04-18-2022

Stephen Morsch
Signature of person taking acknowledgment

Stephen Morsch
Name typed, printed or stamped

Notary Public
Title or rank

Serial number, if any

3860 Tampa Road, Oldsmar, FL 34677 – Pinewood Plaza Gas Easement

