

Return to:
Chuck Lane
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, **South Gate Home Owners, Inc.**, a Florida not-for-profit corporation, whose principal address is 20000 US Highway 19 # 809, Clearwater, Florida 33764 ("Grantor") does hereby grant and convey to the **City of Clearwater, Florida**, a Florida Municipal Corporation ("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 Exhibits "A" and "B" appended hereto and by this reference made a part hereof ("Easement Premises")

This easement is for ingress, egress and **drainage facilities installation and maintenance only**. The **CITY OF CLEARWATER, FLORIDA**, shall have the right to enter upon the property described in Exhibit "A" to construct, reconstruct, install and maintain therein the herein referenced drainage facilities, together with appurtenances thereto (collectively, "Facilities"), and to inspect and alter such Facilities from time to time. Grantee shall have the right to enter upon the property described in Exhibit "B" for the purpose of temporary staging of equipment and materials when constructing, reconstructing installing and maintaining drainage facilities located within the property described in Exhibit "A". The easement described in Exhibit "B" is for access purposes only and shall not have any drainage facilities or appurtenances thereto constructed upon it. Any and all drainage facilities constructed on the easement shall be constructed solely upon the easement area described in Exhibit "A". Grantee shall have the right of ingress and egress over and upon Grantor's immediately adjacent property for the purpose of exercising Grantee's rights as provided herein. 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 the Facilities installed hereunder and 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 Facilities constructed within the Easement Premises, and shall, at Grantor's sole cost and expense, reconstruct the 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.

IN WITNESS WHEREOF, the undersigned grantor has caused these presents to be duly executed this 20th day of OCTOBER, 2014.

Signed, sealed and delivered
in the presence of:

SOUTH GATE HOME OWNERS INC.

Wooden A. Wetmore
Witness signature

By: [Signature]

Wooden A. Wetmore
Print witness name

RICHARD C. MORIARTY, PRESIDENT
Print Name/Title

Kathleen A. Rzeski
Witness signature

Kathleen A. Rzeski
Print witness name

NEW YORK
STATE OF FLORIDA :
CHEMUNG : ss
COUNTY OF PINELLAS :

Before me, the undersigned authority, personally appeared RICHARD C. MORIARTY, as PRESIDENT of South Gate Home Owners, 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.



Michele A. Diliberto
Notary Public - State of Florida NY

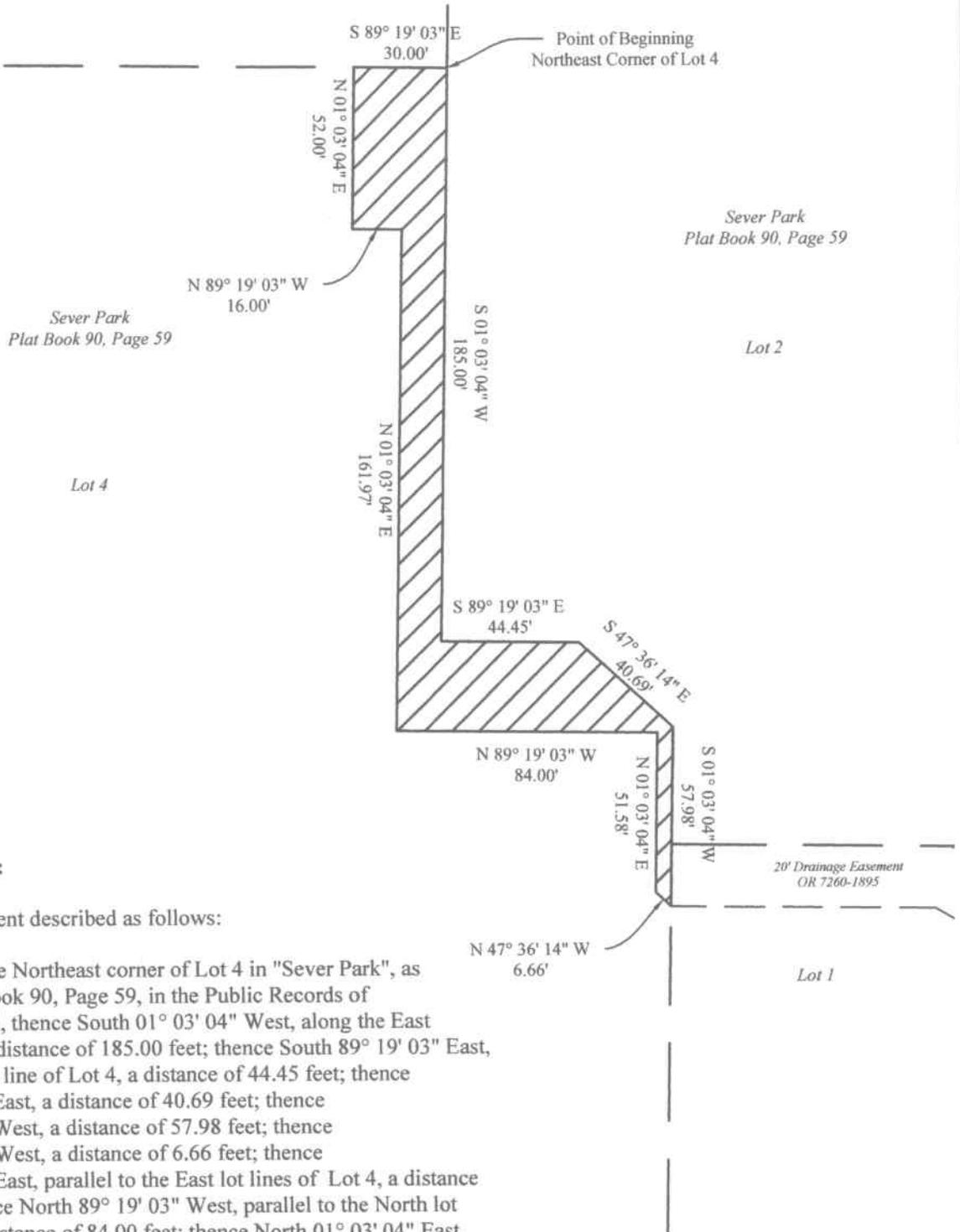
Michele A. Diliberto
Type/Print Name

My commission expires:

MICHELE A DILIBERTO
NOTARY PUBLIC STATE OF NEW YORK
CHEMUNG COUNTY
LIC. #01DI6214329
COMM. EXP. 12-7-17

Scale 1" = 50'
This is not a survey

EXHIBIT "A"



Legal Description:

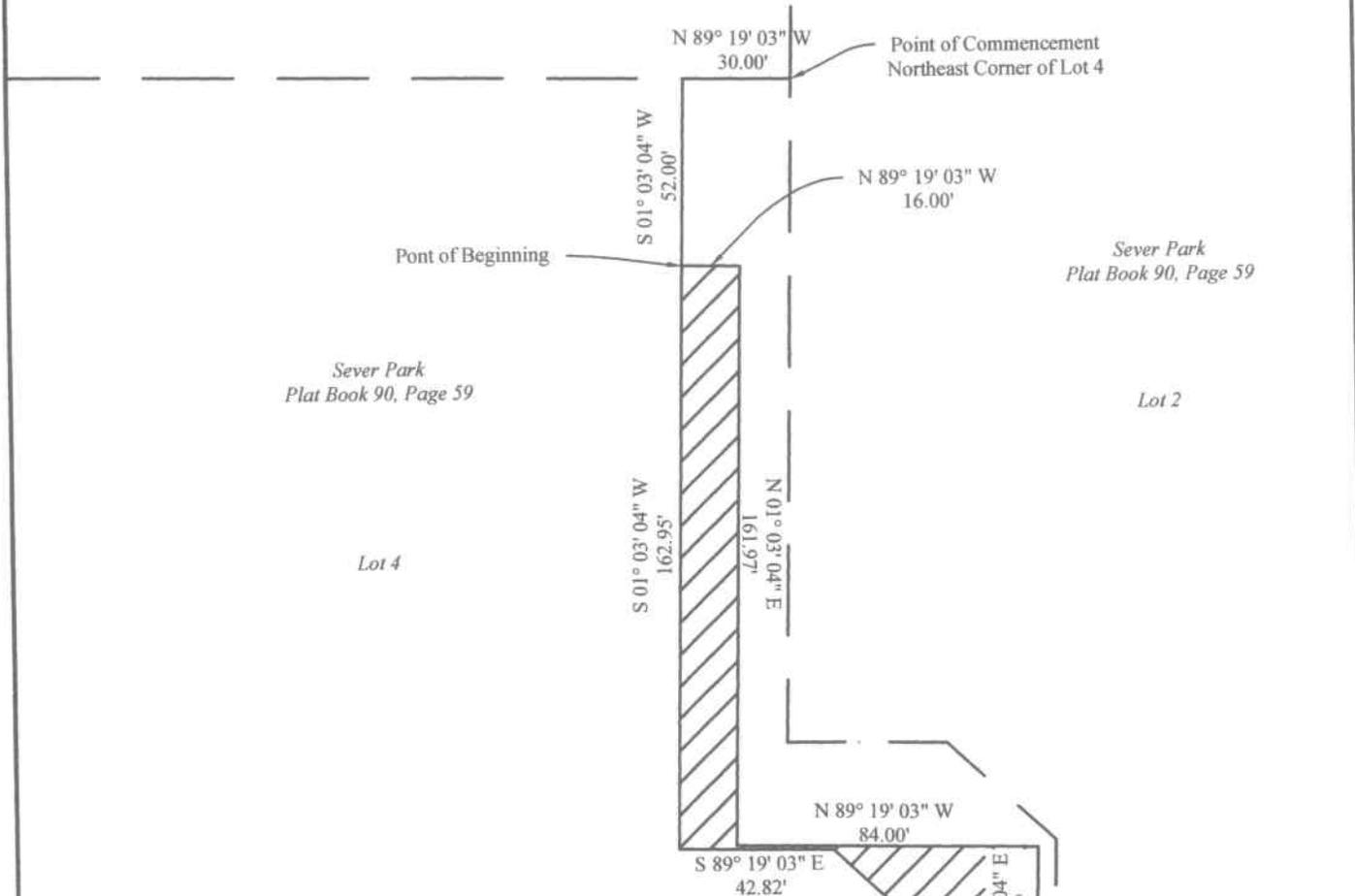
A Drainage Easement described as follows:

BEGINNING at the Northeast corner of Lot 4 in "Sever Park", as recorded in Plat Book 90, Page 59, in the Public Records of Pinellas County, Fl, thence South 01° 03' 04" West, along the East lot line of Lot 4, a distance of 185.00 feet; thence South 89° 19' 03" East, along the North lot line of Lot 4, a distance of 44.45 feet; thence South 47° 36' 14" East, a distance of 40.69 feet; thence South 01° 03' 04" West, a distance of 57.98 feet; thence North 47° 36' 14" West, a distance of 6.66 feet; thence North 01° 03' 04" East, parallel to the East lot lines of Lot 4, a distance of 51.58 feet; thence North 89° 19' 03" West, parallel to the North lot lines of Lot 4, a distance of 84.00 feet; thence North 01° 03' 04" East, parallel to the East lot lines of Lot 4, a distance of 161.97 feet; thence North 89° 19' 03" West, parallel to the North lot lines of Lot 4, a distance of 16.00 feet; thence North 01° 03' 04" East, parallel to the East lot lines of Lot 4, a distance of 52.00 feet; thence South 89° 19' 03" East, along the North lot line of Lot 4, a distance of 30.00 feet to the POINT OF BEGINNING.

CITY OF CLEARWATER, FLORIDA ENGINEERING DEPARTMENT		
DESIGNED BY L. Cheek	Drainage Easement at South Gate Mobile Home Park	DRAW. NO. Lgl-2014-16
CHECKED BY T. Mahony		SHEET 1 OF 1
DATE 9/23/14		SECT-TWP-RNG 18-29S-16E

Scale 1" = 50'
This is not a survey

EXHIBIT "B"



Legal Description:

An Ingress/Egress Easement described as follows:

Commence at the Northeast corner of Lot 4 in "Sever Park", as recorded in Plat Book 90, Page 59, in the Public Records of Pinellas County, Fl, thence North 89° 19' 03" West, along the North lot line of Lot 4, a distance of 30.00 feet; thence South 01° 03' 04" West, parallel to the East lot lines of Lot 4, a distance of 52.00 feet to a POINT OF BEGINNING; thence South 01° 03' 04" East, parallel to the East lot lines of Lot 4, a distance of 162.95; thence South 89° 19' 03" East, parallel to the North lot lines of Lot 4, a distance of 42.82 feet; thence South 47° 36' 14" East, a distance of 76.16 feet; thence North 01° 03' 04" East, parallel to the East lot lines of Lot 4, a distance of 51.58 feet; thence North 89° 19' 03" West, parallel to the North lot lines of Lot 4, a distance of 84.00 feet; thence North 01° 03' 04" East, parallel to the East lot lines of Lot 4, a distance of 161.97 feet; thence North 89° 19' 03" West, parallel to the North lot lines of Lot 4, a distance of 16.00 feet to the POINT OF BEGINNING.

CITY OF CLEARWATER, FLORIDA ENGINEERING DEPARTMENT		
DRAWN BY L. Cheek	Ingress/Egress Easement at South Gate Mobile Home Park	DWG. NO. Lgl-2014-16
CHECKED BY T. Mahony		SHEET 1 OF 1
DATE 9/23/14		SECT-TWP-RNG 18-29S-16E

Signed, sealed and delivered
In the presence of:

SOUTH GATE HOME OWNERS, INC.

Weeden A. Wetmore
Witness signature
Weeden A. Wetmore
Print Witness Name

By: [Signature]
RICHARD C. MORIARTY, PRESIDENT
Print Name/Title

Kathleen A. Lazeski
Witness signature
KATHLEEN A LAZESKI
Print Witness Name

NEW YORK
STATE OF FLORIDA :
CHEMUNG : ss
COUNTY OF PINELLAS :

Before me, the undersigned authority, personally appeared RICHARD C. MORIARTY as PRESIDENT of South Gate Home Owners, 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.

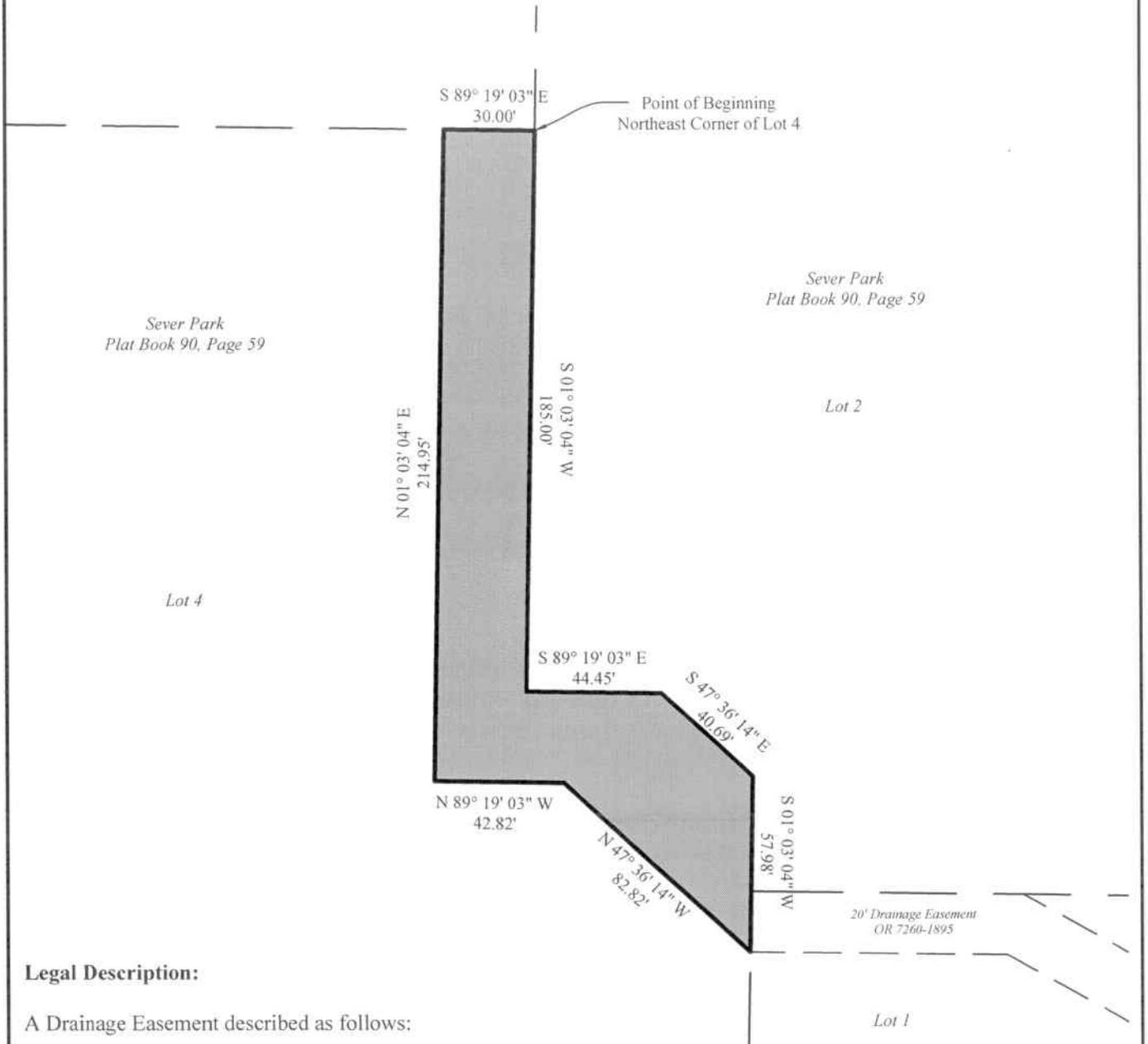
Michele Diliberto
Notary Public - State of Florida NY
Michele Diliberto
Type/Print Name

My commission expires:

MICHELE A DILIBERTO
NOTARY PUBLIC STATE OF NEW YORK
CHEMUNG COUNTY
LIC. #01DI6214329
COMM. EXP. 12-7-17

Scale 1" = 50'
This is not a survey

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CITY OF CLEARWATER, FLORIDA ENGINEERING DEPARTMENT		
DRAWN BY L. Cheek	Drainage Easement at South Gate Mobile Home Park	DWG. NO. Lgl-2014-16
CHECKED BY T. Mahony		SHEET 1 OF 1
DATE 7/22/14		SECT-TWSP-RWG 18-29S-16E