

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

UTILITY & 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, **Duke Energy Florida, LLC, d/b/a Duke Energy**, a Florida limited liability company, whose mailing address is Post Office Box 14042, St Petersburg, Florida 33733 ("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, Florida 33758-4748 ("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, which in no instance shall include natural gas lines of any metallic material, 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 Facilities shall be constructed in strict compliance with the plans approved by Grantor, attached hereto as **Exhibit B** and incorporated herein by reference. Any future reconstruction, improvements, or alterations (which shall not include routine and emergency repair and maintenance of the Facilities) must be approved by Grantor.

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 Grantee, its successors or assigns, shall find an alternate easement for the Facilities constructed within the Easement Premises, and shall at Grantee'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.

Subject to the limits of Florida Statute 768.28, Grantee agrees to indemnify and hold harmless Grantor from all liability related to or arising from Grantee's negligence in the construction and maintenance of the

Facilities. Notwithstanding anything to the contrary herein, this indemnification shall include, but is not limited to, the following:

a. All costs associated with moving, removing, or replacing the Facilities and appurtenances. This includes, but is not limited to movement, removal, or replacement required by or resulting from the relocation of Grantor's electrical facilities on the Easement Premises; or

b. All costs associated with claims or actions brought against Grantor related to Grantee's use of the Easement Premises.

The term costs, as used in this Agreement, is meant to include, but is not limited to the following:

i. Legal fees of Grantor; and

ii. Fees related to obtaining any easements, permits, licenses, etc. necessary or desired for the relocation of Grantee's Facilities by Grantor.

Nothing contained herein, however, shall be construed to waive or modify the provisions of Florida Statute 768.28 or the doctrine of sovereign immunity as to any party hereto. In addition, nothing contained herein shall be construed as consent by the Grantee to be sued by third parties in any manner arising from this grant of easement, or as a waiver of sovereign immunity.

All underground facilities must be capable of withstanding a heavy equipment load bearing weight of eighty thousand (80,000) pounds ("Load"). Grantor will not be responsible for damages to the installed Facilities as a result of the impact of the Load. All manholes and inlets are to be flush with final grade and capable of withstanding a load bearing weight of eighty thousand (80,000) pounds.

This easement shall run with the land and is binding upon the Grantor, the Grantee, their heirs, successors and assigns. The rights granted herein shall be non-perpetual, and shall terminate upon non-use of the solid waste transfer station and the Phillies Carpenter Field complex which the Facilities are intended to serve, 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 _____ day of _____, 2019.

Signed, sealed and delivered
in the presence of:

Duke Energy Florida, LLC
a Florida limited liability company

Witness signature

By: _____
Name: Karen Adams
Title: Manager, Land Services – Florida Region

Print witness name

Witness signature

Print witness name

STATE OF FLORIDA :
: **ss**
COUNTY OF PINELLAS :

Before me, the undersigned authority, personally appeared Karen Adams, as the Manager, Land Services – Florida Region of **Duke Energy Florida, LLC**, 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.

Notary Public - State of Florida

My commission expires:

Type/Print Name

IN WITNESS WHEREOF, the undersigned grantee has caused these presents to be duly executed
this _____ day of _____, 2019.

Signed, sealed and delivered
in the presence of:

City of Clearwater, Florida
a Florida municipal corporation

Witness signature

By: _____
Name: _____
Title: _____

Print witness name

Witness signature

Print witness name

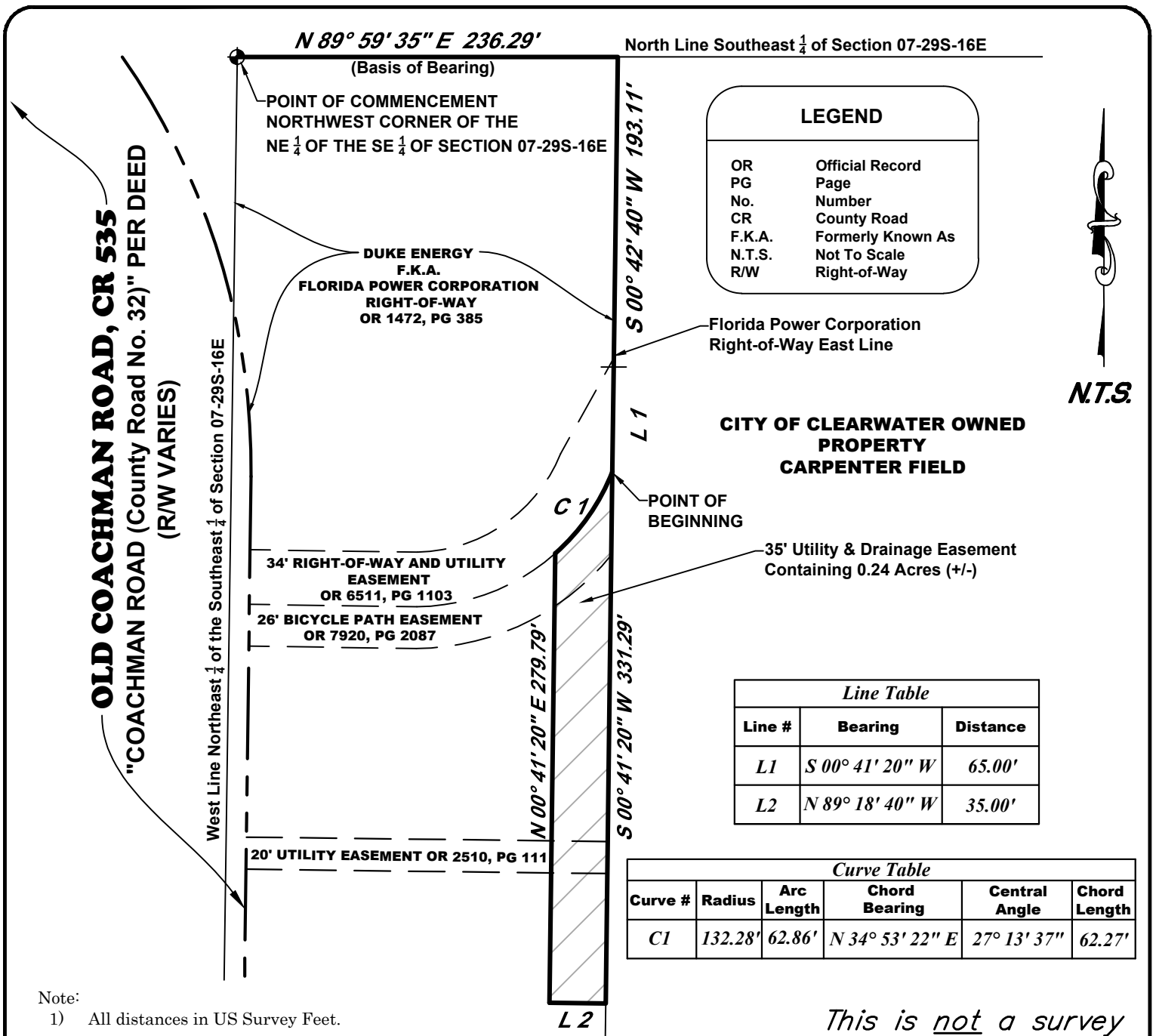
STATE OF FLORIDA :
: **ss**
COUNTY OF PINELLAS :

Before me, the undersigned authority, personally appeared _____, as the _____
_____ of the **City of Clearwater, Florida**, 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.

Notary Public - State of Florida

My commission expires:

Type/Print Name



Legal Description

A 35' Utility and Drainage Easement described as follows:

Commence at the Northwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, Township 29 S, Range 16 E; thence N 89° 59' 35" E, along the North line of the Southeast $\frac{1}{4}$ of Section 7, Township 29 S, Range 16 E, a distance of 236.29', to the Florida Power Corporation Right-of-Way East line as recorded in Official Records Book 1472, Page 385, of the Public Records of Pinellas County, Florida; thence S 00° 42' 40" W, along said Florida Power Corporation Right-of-Way East line a distance of 193.11'; thence S 00° 41' 20" W, along said Florida Power Corporation Right-of-Way East line a distance of 65.00' to a Point of Beginning; thence continue S 00° 41' 20" W, along said Florida Power Corporation Right-of-Way East line a distance of 331.29'; thence N 89° 18' 40" W, a distance of 35.00'; thence N 00° 41' 20" E, a distance of 279.79' to a point of intersection with a 34' Right-of-Way and Utility Easement as recorded in Official Records Book 6511, Page 1103, of the Public Records of Pinellas County, Florida also being a point on a curve of the said easement concave to the Northwest; thence along a curve of said easement and along the arc of a curve, having a radius of 132.28', a central angle of 27° 13' 37", an arc length of 62.86', a chord bearing of N 34° 53' 22" E, and a chord length of 62.27' to the Point of Beginning.

Containing 0.24 Acres More or Less.

CITY OF CLEARWATER
ENGINEERING DEPARTMENT

DRAWN BY
Jim Benwell

CHECKED BY
Tom Mahony

Exhibit "A"
35' Utility and Drainage Easement
From Duke Energy

DWG. NO.

Lgl_2019-01

SHEET

1 OF 1

SEC-TWNSP-RNG 07 - 29 S - 16 E

DATE DRAWN

05/31/19

OLD COACHMAN ROAD, CR 535
"COACHMAN ROAD (County Road No. 32)" PER DEED
(R/W VARIES)

West Line Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 07-29S-16E

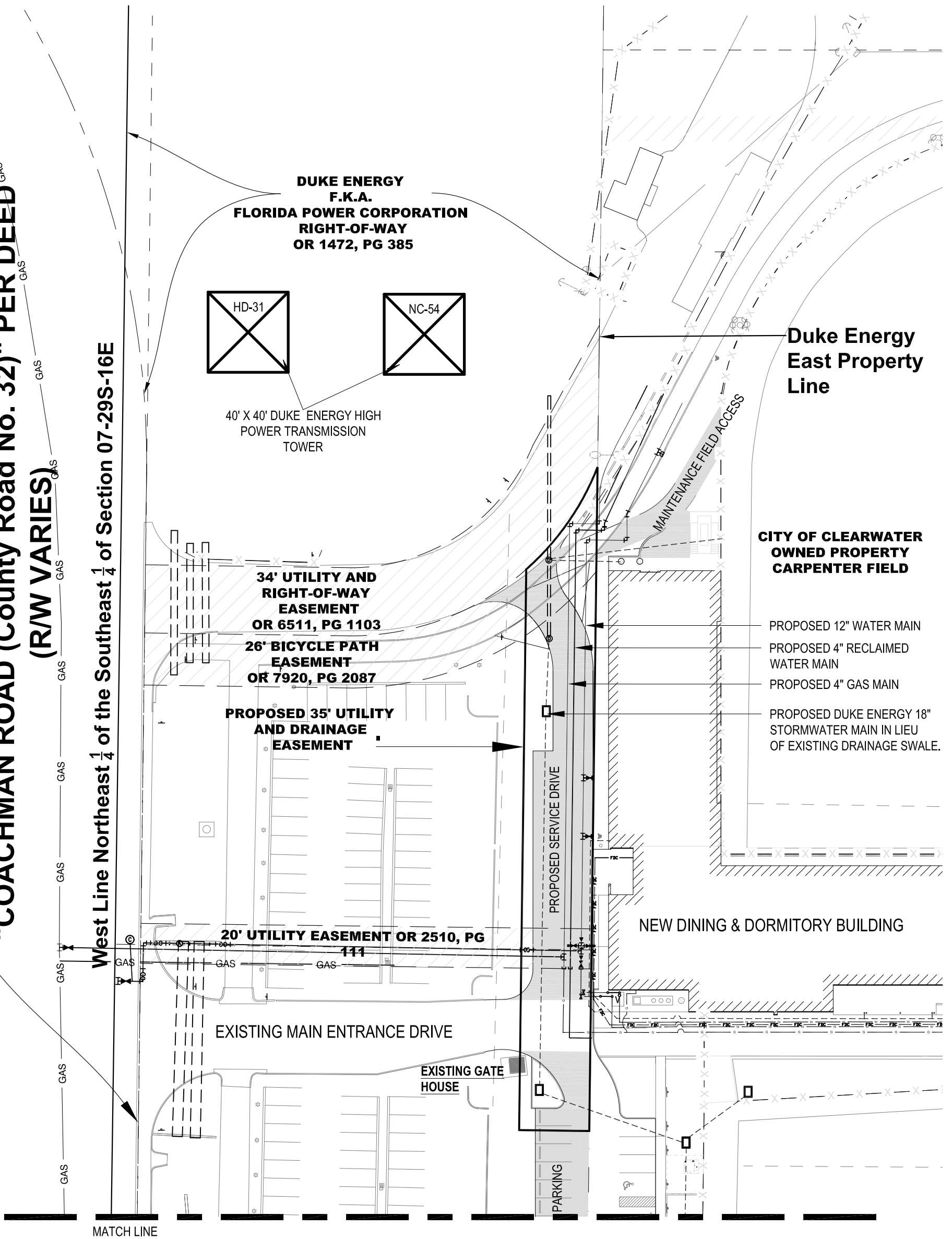


EXHIBIT B



180 Mirror Lake Drive North
St. Petersburg, Florida 33701-3214
(727) 822-5566 fax (727) 822-5475
www.wjarc.com
AA0002277



PHILLIES CARPENTER FIELD EXPANSION
CLEARWATER, FL 33765

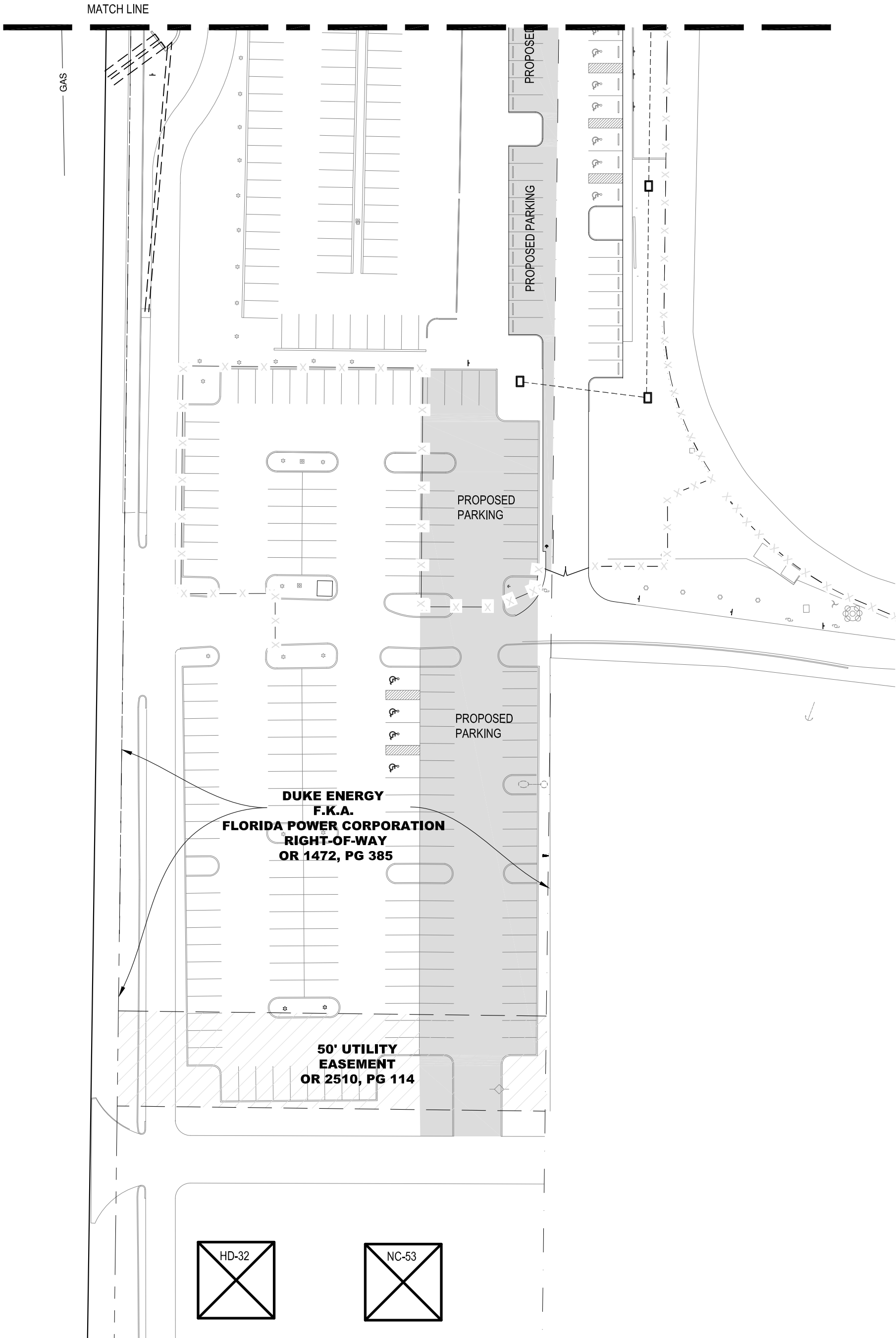
Project # 1736

Date 06-03-19

**DEVELOPMENT
PLAN NORTH**

SK-1

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1

DEVELOPMENT PLAN SOUTH

1" = 50'-0"

EXHIBIT B

180 Mirror Lake Drive North
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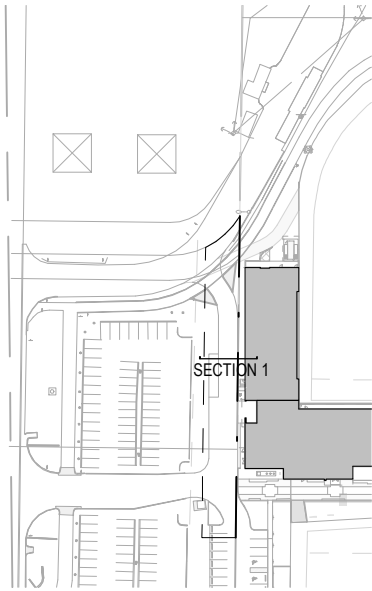
PHILLIES CARPENTER FIELD EXPANSION
CLEARWATER, FL 33765

Project # 1736

Date 06-03-19

**DEVELOPMENT
PLAN SOUTH**

SK-2

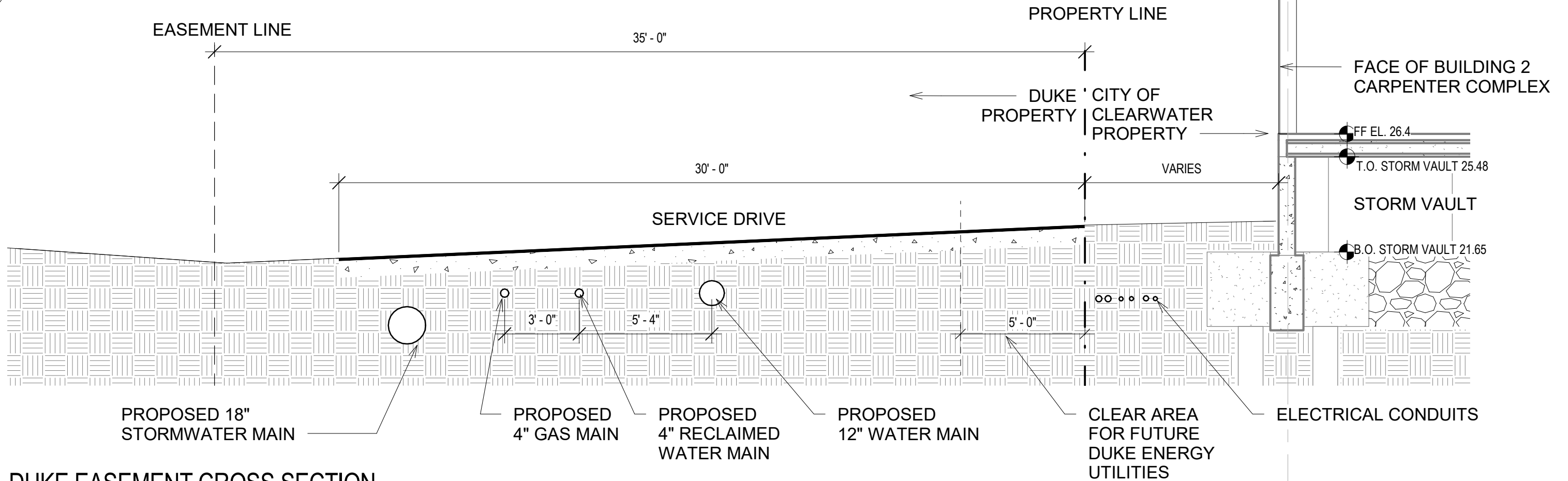


ALL UNDERGROUND FACILITIES MUST BE CAPABLE OF A HEAVY EQUIPMENT LOAD BEARING WEIGHT OF 80,000 LBS. DUKE ENERGY WILL NOT BE RESPONSIBLE FOR DAMAGES TO THESE INSTALLED FACILITIES. ALL MANHOLES AND INLETS ARE TO BE FLUSH MOUNT WITH FINAL GRADE AND CAPABLE OF WITHSTANDING 80,000 LBS.

2

KEY PLAN

1" = 200'-0"



1

DUKE EASEMENT CROSS SECTION

1/4" = 1'-0"

EXHIBIT B

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St. Petersburg, Florida 33701-3214
(727) 822-5566 fax (727) 822-5475
www.wjarc.com
AA0002277



PHILLIES CARPENTER FIELD EXPANSION

CLEARWATER, FL 33765

Project # 1736

Date 04-17-19

DUKE EASEMENT
CROSS SECTION

SK-3

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AFFIDAVIT OF NO LIENS

STATE OF FLORIDA :
 :
COUNTY OF PINELLAS :
 :

BEFORE ME, the undersigned authority, personally appeared _____,
as _____ of Duke Energy Florida, LLC, whom, being duly authorized
does depose and say:

1. That aforesaid party is the owner of legal and equitable title to the following described property in Pinellas County, Florida, to wit:

See Exhibit "A" appended hereto and by this reference made a part hereof

2. That there has been no labor performed or materials furnished on said property for which there are unpaid bills for labor or materials against said property, other than those which will be paid during the normal course of business, except: (list, or if none, insert "**NONE**". If no entry, it will be deemed that "**NONE**" has been entered.)

3. That there are no liens or encumbrances of any nature affecting the title of the property herein described, except easements and restrictions of record, any encroachments, overlaps or other rights of third parties which would be shown by a current survey, except: (list, or if none, insert "**NONE**." If no entry, it will be deemed that "**NONE**" has been entered.)

4. That no written notice has been received for any public hearing regarding assessments for improvements by any government, and there are no unpaid assessments against the above described property for improvements thereto by any government, whether or not said assessments appear of record.

5. That there are no outstanding sewer service charges or assessments payable to any government.

6. That the representations embraced herein have been requested by the **CITY OF CLEARWATER**, its agents, successors and assigns to rely thereon in connection with the granting of the easement herein being conveyed to encumber the above-described property.

Signed, sealed and delivered
in the presence of:

Duke Energy Florida, LLC
a Florida limited liability company

Witness signature

By: _____
Name: Karen Adams
Title: Manager, Land Services – Florida Region

Print witness name

Witness signature

Print witness name

STATE OF FLORIDA :
: **ss**
COUNTY OF PINELLAS :

Before me, the undersigned authority, personally appeared Karen Adams, as the Manager, Land Services – Florida Region of **Duke Energy Florida, LLC**, 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.

Notary Public - State of Florida

My commission expires:

Type/Print Name