

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

WATER MAIN 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, **Garden Trail Apartments 2013 LLC**, a Florida limited liability company, whose mailing address is 2430 Estancia Boulevard, Suite 101, Clearwater, Florida 33761 ("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 **Exhibit "A"** appended hereto and by this reference made a part hereof ("Easement Premises")

This easement is for **water mains and appurtenant facilities only**. 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 water main facilities for the purpose of providing potable water and fire protection to the public, 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 **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 Grantor, its successors or assigns, in consultation with and upon approval of Grantee, shall provide an alternate easement for the utility facilities constructed within the Easement Premises, and shall at Grantor's sole cost and expense reconstruct the utility 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 28 day of June, 2016.

Signed, sealed and delivered in the presence of:

GARDEN TRAIL APARTMENTS 2013 LLC

[Signature]
Witness signature

By: [Signature]

Kevin Cantu
Print Witness name

Scott Seckinger
Print Name/Title

[Signature]
Witness signature

Gavin Guinan
Print Witness name

STATE OF FLORIDA :
: ss
COUNTY OF HILLSBOROUGH :

Before me, the undersigned authority, personally appeared Scott Seckinger, as Vice President of Garden Trail Apartments 2013 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.

[Signature]
Notary Public – State of Florida

My commission expires:

Brianne E Heffner
Type/Print Name



27th IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this day of June, 2016.

Signed, sealed and delivered in the presence of:

HOUSING FINANCE AUTHORITY OF PINELLAS
COUNTY, FLORIDA, AS TRUSTEE OF PINELLAS COUNTY
LAND ASSEMBLY TRUST – GARDEN TRAIL, DATED
DECEMBER 4, 2015

Sheri Harris
Witness signature

Sheri Harris
Print Witness name

Karmen Lemberg
Witness signature

Karmen Lemberg
Print Witness name

By: Kathryn Driver

Kathryn Driver, Executive Director
Print Name/Title

STATE OF FLORIDA :
: ss
COUNTY OF PINELLAS :

Before me, the undersigned authority, personally appeared Kathryn Driver, as Executive Director of Housing Finance Authority of Pinellas County, Florida, as Trustee of Pinellas County Land Assembly Trust – Garden Trail, dated December 4, 2015, 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.

Karmen Lemberg
Notary Public – State of Florida

Karmen Lemberg
Type/Print Name

My commission expires:



Water Main Easement - Garden Trail Apartments 2013 LLC to the City of Clearwater