

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

Parcel I. D. No. 13-29-15-00000-110-1100 & 1200

DRAINAGE 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, **HUNTERWOOD ASSOCIATES LIMITED PARTHERSHIP**, a Florida limited partnership, and **STARCREST VILLAGE APARTMENT LIMITED PARTNERSHIP**, a Florida limited partnership, as tenants in common, each having their principal place of business at 141 N.E. 3rd Avenue, #700, Miami, Florida 33132 (herein, "Grantor") do jointly and severally hereby grant and convey to the **CITY OF CLEARWATER, FLORIDA**, a Florida Municipal Corporation (herein, "Grantee"), 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 & B** appended hereto and by this reference made a part ("Easement Premises")

This easement is for **drainage** installation, repair and maintenance only. The **CITY OF CLEARWATER, FLORIDA**, shall have the right to enter upon the above-described Easement Premises to construct, install, repair and maintain therein any and all drainage utilities provided by Grantee, and to inspect such utilities from time to time, together with all necessary, associated underground appurtenances thereto. 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 5th day of December, 2016.

Signed, sealed and delivered
in the presence of:

David Bridges
WITNESS signature

Traci A. Bridges
Print Witness Name

Stacey Garcia
WITNESS signature

Stacey Garcia
Print Witness Name

HUNTERWOOD ASSOCIATES LIMITED
PARTNERSHIP, a Florida limited partnership

By: Vail Valley Salvage Corporation, a Florida
corporation, its general partner

By: [Signature]
Print Name Orti Teitelbaum
Title COO

Signed, sealed and delivered
in the presence of:

David Bridges
WITNESS signature

Traci A. Bridges
Print Witness Name

Stacey Garcia
WITNESS signature

Stacey Garcia
Print Witness Name

STARCREST VILLAGE APARTMENT LIMITED
PARTNERSHIP, a Florida limited partnership

By: Clearwater Apartments, Inc., a Florida
corporation, its general partner

By: [Signature]
Print Name Orti Teitelbaum
Title COO

STATE OF FLORIDA :
: ss
COUNTY OF MIAMI - DADE :

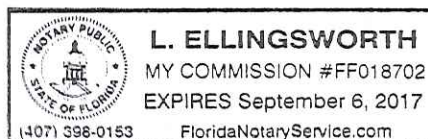
Before me, on this 5th day of December, 2016, the undersigned authority, COO personally appeared Orti Teitelbaum, as partner on behalf of Hunterwood Associates Limited Partnership, a Florida limited partnership, who executed the foregoing instrument as such officer on behalf of said limited partnership, and who acknowledged the execution thereof to be his free act and deed personally and as such officer, for the use and purposes herein set forth, and who [☒] is personally known to me, or who [☐] did provide as identification.

[Signature]
Notary Public - State of Florida

Laura Ellingsworth
Type/Print Name

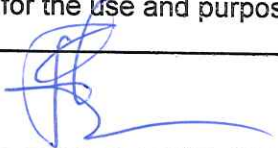
My commission expires: 9/6/17

STATE OF FLORIDA :
: ss
COUNTY OF MIAMI - DADE :



State of Florida
County of Miami Dade

Before me, on this 5th day of December, 2016, the undersigned authority, personally appeared Orli Teitelbaum, as COO of Clearwater Apartments, Inc. a Florida corporation, general partner on behalf of Starcrest Village Apartment Limited Partnership, a Florida limited partnership, who executed the foregoing instrument as such officer, and who acknowledged the execution thereof to be his free act and deed personally and as such officer, for the use and purposes herein set forth, and who ☒ is personally known to me, or who ☐ did provide _____ as identification.



Notary Public - State of Florida

Type/Print Name

My commission expires: 9/6/17



AFFIDAVIT OF NO LIENS

STATE OF FLORIDA :

: ss

COUNTY OF MIAMI – DADE :

BEFORE ME, the undersigned authority, on the 5th day of December, 2016, personally appeared Orli Teitelbaum, as COO of Vail Salvage Corporation, a Florida corporation, general partner on behalf of Hunterwood Associates Limited Partnership, a Florida limited partnership, and Orli Teitelbaum as COO of Clearwater Apartments, Inc. a Florida corporation, general partner on behalf of Starcrest Village Apartment Limited Partnership, a Florida limited partnership, each of whom, being first duly sworn, do 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 "C"

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.)

Voya Insurance and Annuity Company, an Iowa Corporation

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:

[Signature]
WITNESS signature
Traii A. Bridges
Print Witness Name
[Signature]
WITNESS signature
Stacey Garcia
Print Witness Name

HUNTERWOOD ASSOCIATES LIMITED
PARTNERSHIP, a Florida limited partnership

By: Vail Valley Salvage Corporation, a Florida
corporation, its general partner

By: [Signature]
Print Name Orli Teitelbaum
Title COO

Signed, sealed and delivered
in the presence of:

[Signature]
WITNESS signature
Traii A. Bridges
Print Witness Name
[Signature]
WITNESS signature
Stacey Garcia
Print Witness Name

STARCREST VILLAGE APARTMENT LIMITED
PARTNERSHIP, a Florida limited partnership

By: Clearwater Apartments, Inc., a Florida
corporation, its general partner

By: [Signature]
Print Name Orli Teitelbaum
Title COO

STATE OF FLORIDA :
: ss
COUNTY OF MIAMI - DADE :

Before me, on this 5th day of December, 2016, the undersigned
authority, personally appeared Orli Teitelbaum, as
COO of Vail Valley Salvage Corporation, a Florida corporation, general
partner on behalf of Hunterwood Associates Limited Partnership, a Florida limited partnership, who
executed the foregoing instrument as such officer on behalf of said limited partnership, and who
acknowledged the execution thereof to be his free act and deed personally and as such officer, for
the use and purposes herein set forth, and who [☒] is personally known to me, or who [] did provide
as identification.

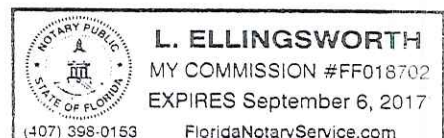
expires:

[Signature]
Notary Public - State of Florida

Laura Ellingsworth
Type/Print Name

My commission

9/6/17



STATE OF FLORIDA :
: ss
COUNTY OF MIAMI - DADE :

Before me, on this 5th day of December, 2016, the undersigned
authority, COO personally appeared Will Teitelbaum, as
partner on behalf of Starcrest Village Apartment Limited Partnership, a Florida limited partnership,
who executed the foregoing instrument as such officer, and who acknowledged the execution
thereof to be his free act and deed personally and as such officer, for the use and purposes herein
set forth, and who [☒] is personally known to me, or who [☐] did provide
_____ as identification.

expires: _____

Notary Public - State of Florida

Type/Print Name

Laura Ellingsworth

My commission

9/6/17

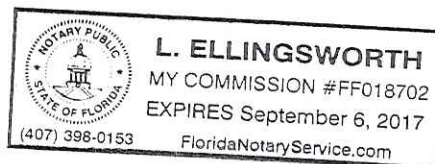
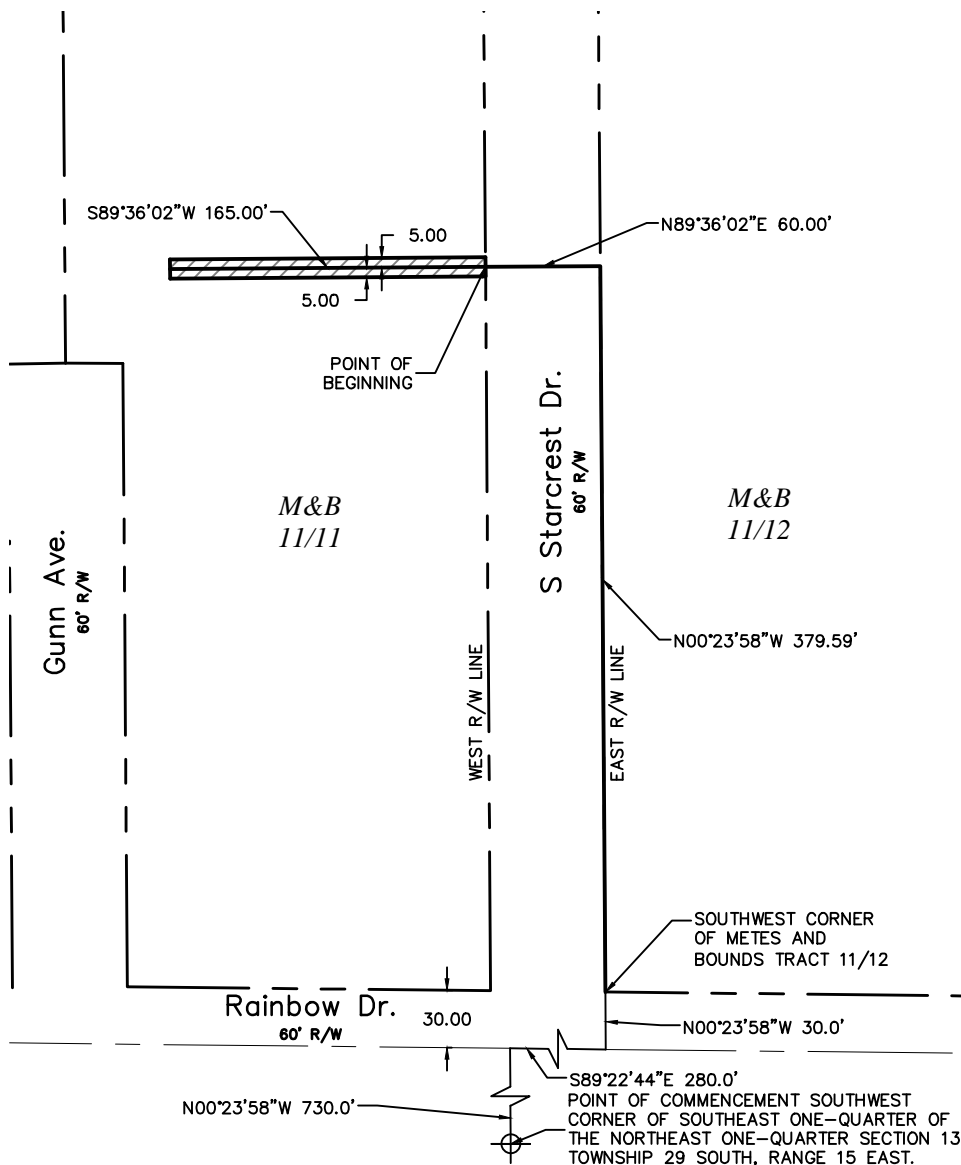


EXHIBIT "A"



Linetype Legend

— — — — — Easement
 — — — — — Lot Line
 — — — — — Property Line
 — - - - - Right-of-Way Line

O.R. Official Record
 R/W Right-of-Way
 Vac. Vacated

Legal Description:

Legal Description:

A 10' Utility Easement described as follows:

Commence at the Southwest corner of the Southeast one-quarter of the Northeast one-quarter of Section 13, Township 29 South, Range 15 East; thence North 0°23'58" West, along the 40 acre line, 730.0 feet; thence South 89°22'44" East, along the center line of Rainbow Drive, 280.0 feet; thence North 0°23'58" West, 30.0 feet to the Southwest Corner of Metes and Bounds Tract 11/12; thence North 0°23'58" West, along the East right-of-Way line of South Starcrest Drive, 379.59 feet; thence North 89°36'02" East, 60.0 feet also being a point on the West right-of-way line of South Starcrest Drive; and the Point of Beginning of a 10.0 foot centerline easement, with 5.0 feet on each side and parallel to the centerline; thence South 89°36'02" West, 165.00 feet, where the centerline easement terminates with side lines of said strip to be shortened or lengthened at each point of intersection and change in direction of said centerline easement.

N.T.S.

This is not a survey

CITY OF CLEARWATER
ENGINEERING DEPARTMENT

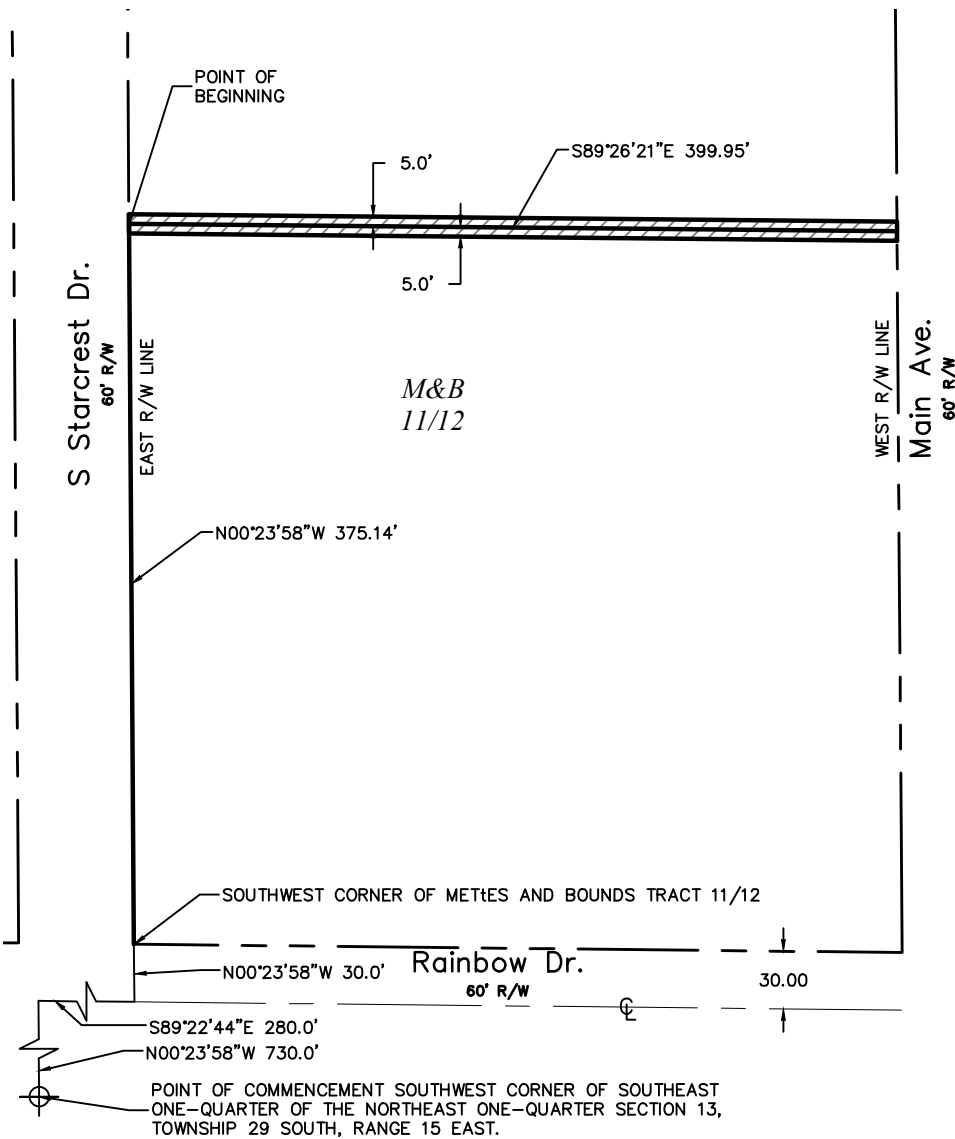
DRAWN BY
L. Moody

CHECKED BY
T. Mahony

10 Foot Centerline Easment
Lake Starcrest Apartment Homes

DWG. NO. Lgl_2016-12	SHEET 1 OF 2
SECT-TWNSP-RNG 13 - 29 - 15	
DATE DRAWN 10/20/2016	

EXHIBIT "B"



Linetype Legend

— — — — — Easement
 — — — — — Lot Line
 — — — — — Property Line
 - - - - - Right-of-Way Line

O.R. Official Record
 R/W Right-of-Way
 Vac. Vacated

Legal Description:

Legal Description:

A 10' Utility Easement described as follows:

Commence at the Southwest corner of the Southeast one-quarter of the Northeast one-quarter of Section 13, Township 29 South, Range 15 East; thence North 0°23'58" West, along the 40 acre line, 730.0 feet; thence South 89°22'44" East, along the center line of Rainbow Drive, 280.0 feet; then North 0°23'58" West, 30.0 feet to the Southwest Corner of Metes and Bounds Tract 11/12; thence North 0°23'58" West, along the East right-of-Way line of South Starcrest Drive, 375.14 feet to the Point of Beginning of a 10.0 foot centerline easement, with 5.0 feet on each side and parallel to the centerline; thence South 89°26'21" East, 399.95 feet to a point on the right-of-way of Main Avenue, where the centerline easement terminates with side lines of said strip to be shortened or lengthened at each point of intersection and change in direction of said centerline easement.

N.T.S.

This is not a survey

CITY OF CLEARWATER
ENGINEERING DEPARTMENT

DRAWN BY
L. Moody

CHECKED BY
T. Mahony

10 Foot Centerline Easment
Lake Starcrest Apartment Homes

DWG. NO.	SHEET		
Lgl_2016-12	2	OF	2
SECT-TWNSP-RNG 13 - 29 - 15			
DATE DRAWN		10/20/2016	

EXHIBIT C

PARCEL I

A part of the Northeast One-quarter of Section 13, Township 29 South, Range 15 East, described as follows: From the Southwest corner of the Southeast One-quarter of the Northeast One-quarter of said Section 13, Township 29 South, Range 15 East, run thence North $0^{\circ}23'58''$ West, along the 40 acre line, 1085.88 feet for the Point of Beginning; thence continue North $0^{\circ}23'58''$ West, along the 40 acre line 635.29 feet to the South line of Cleveland Street; thence South $89^{\circ}25'27''$ East, along the South line of said Cleveland Street 220.0 feet; thence South $0^{\circ}23'58''$ East, along the West line of Starcrest Drive 961.35 feet; thence North $89^{\circ}22'44''$ West, along the North line of Rainbow Drive, 190.0 feet; thence North $0^{\circ}23'58''$ West, along the East line of Gunn Avenue, 326.0 feet; thence North $89^{\circ}36'02''$ West, 30.0 feet to the Point of Beginning.

PARCEL II

A survey of a part of the Northeast One-quarter of Section 13, Township 29 South, Range 15 East, described as follows: From the Southwest corner of the Southeast one-quarter of the Northeast one-quarter of said Section 13, Township 29 South, Range 15 East, run thence North $0^{\circ}23'58''$ West along the 40 acre line, 730.0 feet; thence South $89^{\circ}22'44''$ East, along the center line of Rainbow Drive, 280.0 feet; thence North $0^{\circ}23'58''$ West, 30.0 feet for the Point of Beginning; thence continue North $0^{\circ}23'58''$ West along the East line of Starcrest Drive, 961.40 feet; thence South $89^{\circ}25'27''$ East along the South line of Cleveland Street, 290.0 feet; thence South $0^{\circ}23'58''$ East along the West line of Main Avenue, 5.51 feet; thence continue along the said West line, along a curve to the left, chord bearing South $13^{\circ}53'03''$ East 249.80 feet, arc 252.12 feet and radius 535.63 feet; thence continue along said West line along a curve to the right, chord bearing South $13^{\circ}53'03''$ East, 221.82 feet, arc 223.88 feet and radius 475.63 feet; thence continue along said West line, South $0^{\circ}23'58''$ East, 499.47 feet; thence North $89^{\circ}22'44''$ West, along the North line of Rainbow Drive, 400.0 feet to the Point of Beginning.