

Exhibit "A"
To Resolution 20-25

Return to:
Clearwater Gas System
400 N. Myrtle Avenue
Clearwater, FL 33755

Parcel I. D. No. 11-25-17-0000-00100-0015

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, Carlos Saenz, a Florida person whose principal address is 18865 SR 54, Suite 240, Lutz, FL 33558 ("Grantor") does hereby grant and convey to the **CITY OF CLEARWATER, FLORIDA**, a Florida municipal corporation ("Grantee"), a non-exclusive, gas utility easement over, under and across the following described land lying and being situate in the County of Pasco, State of Florida, to wit:

As more particularly described and depicted in EXHIBIT "A" appended hereto and by this reference made a part hereof (the "Servient Property")

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. 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.
3. 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.
4. 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.

5. This Easement shall not be changed, altered or amended except 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.

6. 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.

7. 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

IN WITNESS WHEREOF, the undersigned Grantor has caused these presents to be duly executed this 28 day of August, 2019.

Signed, sealed and delivered
in the presence of

Carlos Saenz

[Signature]
WITNESS signature

James Dunphy
Print Witness Name

By:

[Signature]
Carlos Saenz

[Signature]
WITNESS signature

KENDALL SHUMAKE
Print Witness Name

STATE OF FLORIDA :
: ss
COUNTY OF PASCO :

Before me, the undersigned authority, personally appeared Carlos Saenz a Florida person, whom, being duly authorized, personally executed the foregoing instrument on behalf of said LLC on the aforementioned date, and who acknowledged the execution thereof to be free act and deed 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

My commission expires:

Type/Print Name




LEGAL DESCRIPTION: 5' GAS LINE EASEMENT

AN EASEMENT FOR GAS LINE BEING 2.5 FEET OF EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE,
LOCATED IN SECTION 11, TOWNSHIP 25 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA.

COMMENCE AT A POINT ON THE NORTH LINE OF A PARCEL RECORDED IN ORIGINAL RECORDS BOOK 8177, PAGE
1529 RECORDS OF PASCO COUNTY; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF PARCEL
NO. 1725110000001000015 OF RECORDS OF SAID COUNTY AND THE BEGINNING OF A CURVE CONCAVE TO THE
NORTHEAST; THENCE NORTHWESTERLY ALONG WEST LINE OF SAID PARCEL AND SAID CURVE , HAVING A
RADIUS 44.15 FEET, A CENTRAL ANGLE OF 33°44'01" FOR 25.99 FEET; THENCE N 06°49'48" W, 43.60 FEET; THENCE
NORTHEASTERLY ALONG WEST LINE OF SAID PARCEL AND A CURVE CONCAVE TO THE SOUTHEAST, HAVING A
RADIUS 64.00 FEET, A CENTRAL ANGLE OF 29°20'14" FOR 32.77 FEET; THENCE N 22°30'35" E, 53.52 FEET; THENCE
N 11°04'48" E, 6.05 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EXTERIOR BOUNDARY OF SAID GAS
LINE EASEMENT THE FOLLOWING COURSES AND DISTANCES:

L1 5.32' N11°04'48"E	L14 10.35' N86°19'54"E
L2 8.77' N81°10'03"E	L15 5.01' S6°26'37"E
L3 16.14' N83°06'19"E	L16 10.53' S86°19'54"W
L4 14.13' N79°42'49"E	L17 13.20' S84°51'15"W
L5 23.06' N83°10'09"E	L18 22.63' S84°06'53"W
L6 15.62' N86°43'06"E	L19 18.13' S82°51'14"W
L7 24.03' N84°48'28"E	L20 7.07' S79°45'47"W
L8 22.20' N81°59'38"E	L21 16.24' S83°14'54"W
L9 16.15' N83°14'54"E	L22 22.27' S81°59'38"W
L10 7.06' N79°45'47"E	L23 24.24' S84°48'28"W
L11 18.32' N82°51'14"E	L24 15.55' S86°43'06"W
L12 22.73' N84°06'55"E	L25 22.76' S83°10'09"W
L13 13.28' N84°51'15"E	L26 14.13' S79°42'49"W
	L27 16.20' S83°06'19"W

THENCE S81°10'03"E, 10.50 FEET TO THE END OF THE SAID EASEMENT AND THE POINT OF BEGINNING
CONTAINING 0.25 ACRES MORE OR LESS

PROJECT: MAIN ID#11128 GRID 0878B	DATE:	REVISION:	BY:
TASK: 5' GAS LINE EASEMENT			
PREPARED BY:  3111 W. Dr. Martin Luther King Jr. Blvd, Suite 375, Tampa, FL 33607 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD 11128_SR52.DWG		
	DRAWN/DESIGNED KER		SHEET: 1 OF 3
	CHECKED/QC DPC		
	JOB NO. 4005.04 SR52		
	DATE 03/06/2020		

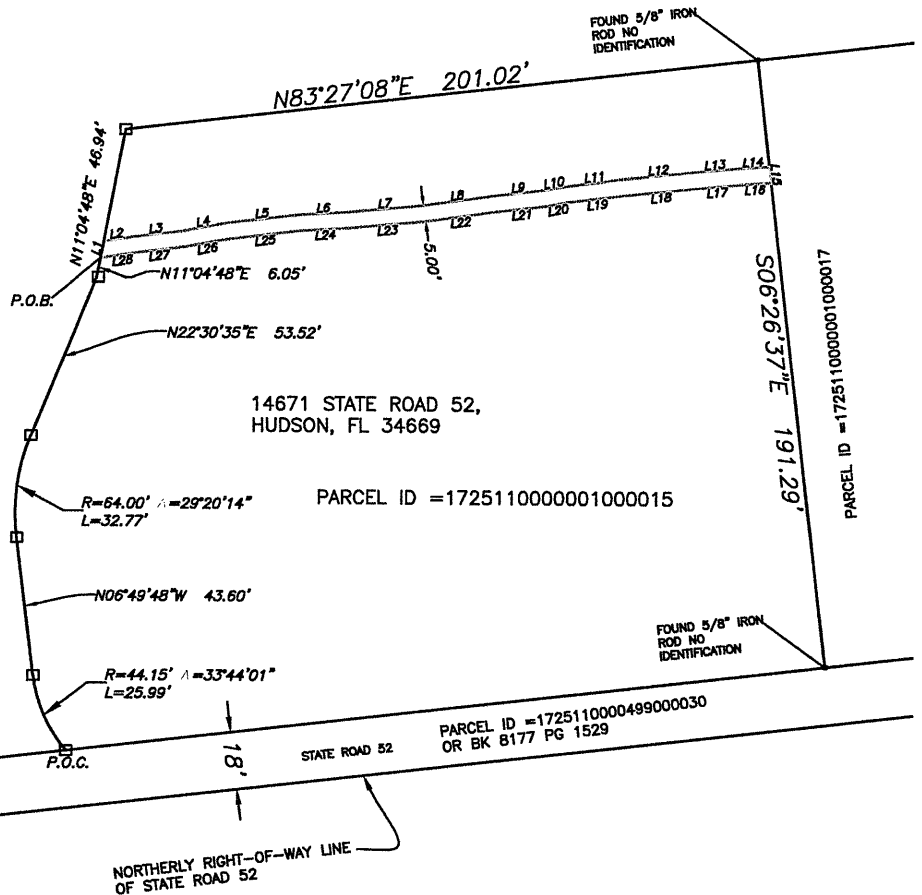
SKETCH AND DESCRIPTION FOR 5' GAS LINE EASEMENT

PARCEL ID = 1725110000001000014

EASEMENT LINE TABLE

LINE #	LENGTH	DIRECTION
L1	5.32'	N11°04'48"E
L2	8.77'	N81°10'03"E
L3	18.14'	N83°08'19"E
L4	14.13'	N79°42'49"E
L5	23.06'	N83°10'09"E
L6	15.62'	N86°43'06"E
L7	24.03'	N84°48'28"E
L8	22.20'	N81°58'38"E
L9	16.15'	N83°14'54"E
L10	7.06'	N79°45'47"E
L11	18.32'	N82°51'14"E
L12	22.73'	N84°06'55"E
L13	13.28'	N84°51'15"E
L14	10.35'	N86°19'54"E
L15	5.01'	S8°26'37"E
L16	10.53'	S86°19'54"W
L17	13.20'	S84°51'15"W
L18	22.63'	S84°06'53"W
L19	18.13'	S82°51'14"W
L20	7.07'	S79°45'47"W
L21	16.24'	S83°14'54"W
L22	22.27'	S81°58'38"W
L23	24.24'	S84°48'28"W
L24	15.55'	S86°43'06"W
L25	22.76'	S83°10'09"W
L26	14.13'	S79°42'49"W
L27	16.20'	S83°08'19"W
L28	10.50'	S81°10'03"W

PARCEL ID = 1725110000001000012



14671 STATE ROAD 52,
HUDSON, FL 34669

PARCEL ID = 1725110000001000015

PARCEL ID = 1725110000499000030
OR BK 8177 PG 1529

LEGEND:

OR = OFFICIAL RECORDS

BK = BOOK

PG = PAGE

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

○ = FOUND 5/8" IRON ROD AND CAP

LB# 4514 (UNLESS OTHERWISE NOTED)

□ = FOUND 1/2" IRON ROD AND CAP

LB# 7013 (UNLESS OTHERWISE NOTED)

ALL OFFICIAL RECORDS SHOWN IN THIS SKETCH AND DESCRIPTION ARE
DERIVED FROM THE OFFICIAL RECORDS OF PASCO COUNTY

PROJECT:

MAIN ID#11128 GRID 0878B

DATE:

REVISION:

BY:

TASK:

5' GAS LINE EASEMENT

PREPARED BY:



3111 W. Dr. Martin Luther King Jr. Blvd, Suite 375, Tampa, FL 33607
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CAD 11128_SR52.DWG

DRAWN/DESIGNED KER

CHECKED/QC DPC

JOB NO. 4005.04 SR52

DATE 03/06/2020

SHEET:

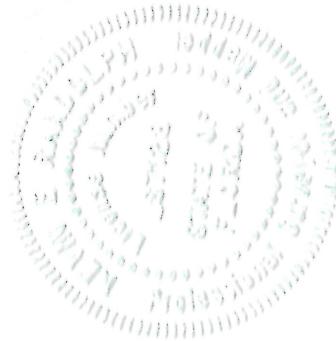
2 OF 3

NOTES

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
2. THE BEARINGS SHOWN HEREON ARE GRID NORTH AND REFERENCED TO THE NORTH AMERICAN DATUM 1983 (2011) ADJUSTMENT AND BASED ON THE NORTH LINE OF PARCEL ID =1725110000001000015 BEING NORTH 83°27'08" EAST.
3. THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
4. THIS SKETCH AND LEGAL DESCRIPTION HAVE BEEN PREPARED WITHOUT A REVIEW OF A TITLE POLICY OR OWNERSHIP AND ENCUMBRANCE REPORT; AND IT IS POSSIBLE THAT THERE ARE EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, IN PARTICULAR OTHER EASEMENTS OF RECORD THAT MAY BE IN CONFLICT WITH THE GRANTING OF THIS EASEMENT.
5. DATUM = NAD 83, 2011 ADJUSTMENT
ZONE = FLORIDA WEST
LINEAR UNITS = U.S. SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION.

For The Firm
Wantman Group, Inc.

BY: Kevin E. Randolph DATE: 3/09/20
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO.7128



PROJECT: MAIN ID#11128 GRID 0878B	DATE:	REVISION:	BY:
TASK: 5' GAS LINE EASEMENT			
PREPARED BY: WGI 3111 W. Dr. Martin Luther King Jr. Blvd, Suite 375, Tampa, FL 33607 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD 11128_SR52.DWG		
	DRAWN/DESIGNED KER		SHEET: 3 OF 3
	CHECKED/QC DPC		
	JOB NO.	4005.04 SR52	
	DATE	03/06/2020	

AFFIDAVIT OF NO LIENS

STATE OF FLORIDA :
: ss
COUNTY OF PASCO:

BEFORE ME, the undersigned authority, personally appeared CARLOS SAENZ whom, being duly authorized does depose and say:

1. That Carlos Saenz is the owner of legal and equitable title to the following described property in Pasco County, Florida, to wit:

As more particularly described and depicted in EXHIBIT "A" appended hereto and by this reference made a part hereof

2. That said property is now in the possession of the record owner.
3. 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.)**

4. That there are no liens or encumbrances of any nature affecting the title of the property herein described, except leasehold tenancies, 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.)**

5. 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.
6. That there are no outstanding sewer service charges or assessments payable to any government.
7. 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 a gas utility easement to encumber the above-described property.

Signed, sealed and delivered
In the presence of:

Carlos Saenz

J. Dunphy
WITNESS signature

By: *Carlos Saenz*

James Dunphy
Print Witness Name

Carlos Saenz
Print Name/Title

Kendall Shumake
WITNESS signature

KENDALL SHUMAKE
Print Witness Name

WITNESS signature

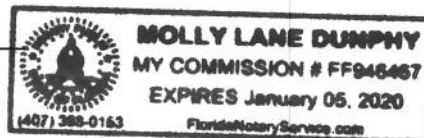
Print Witness Name

Sworn to and subscribed to before me this 28 day of August, 2019.

Molly Lane Dunphy
Notary Public - State of Florida

My Commission Expires:

Type/Print Name



Dairy Queen - Gas Easement

14671 State Rd 52 Hudson, FL 34669 - Parcel ID#: 11-25-17-0000-00100-0015

