

Exhibit "A"
To Resolution 20-24

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

Parcel I. D. No. 06-29-16-00000-410-0200

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, Weingarten Nostat Inc, a Florida Commercial Reit whose principal address is 2720 E Colonial Drive, Orlando FL 32803 ("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 Pinellas, 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 15 day of OCTOBER, 2019.

Signed, sealed and delivered

Weingarten Nonstat Inc.
2720 E Colonial Drive, Orlando FL 32803

in the presence of

Natini Callman
WITNESS signature
Natini Callman
Print Witness Name

By: [Signature]

Tommy Zook
WITNESS signature
Tommy Zook
Print Witness Name

Stephen F. Trommsdorff
Sr. Project Manager

STATE OF FLORIDA :
: ss
COUNTY OF Orange :

Before me, the undersigned authority, personally appeared Stephen F. Trommsdorff
as Sr. Project Manager of Weingarten Nonstat Inc. a Florida Commercial REIT,
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.

Racheal M Warren
Notary Public - State of Florida
Racheal M Warren
Type/Print Name

My commission expires: July 31, 2023



LEGAL DESCRIPTION: 5' GAS LINE EASEMENT

AN EASEMENT FOR GAS LINE LOCATED IN SECTION 6, TOWNSHIP 29 SOUTH , RANGE 16 EAST, PINELLAS COUNTY, FLORIDA.

COMMENCE AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE S 01°06'36" W, 239.28 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE N 88°53'24" W, 100.00 FEET TO THE WEST LINE OF PARCEL #062916000004100200; THENCE CONTINUING N 88°53'24" W, 3.83 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES:

L1	3.45'	N81°34'36"W	L24	4.57'	N2°32'02"W
L2	11.55'	N78°45'52"W	L25	61.35'	N1°33'05"E
L3	20.93'	N78°24'29"W	L26	54.16'	N2°29'43"E
L4	13.24'	N74°03'25"W	L27	33.35'	N89°24'25"E
L5	18.57'	N74°54'39"W	L28	42.00'	S89°07'51"E
L6	1.88'	N70°18'39"W	L29	16.05'	S87°49'20"E
L7	14.86'	N76°15'04"W	L30	16.70'	N89°42'40"E
L8	3.45'	N83°48'47"W	L31	22.61'	S89°24'17"E
L9	27.60'	N83°05'25"W	L32	37.98'	S85°39'46"E
L10	27.75'	N89°51'16"W	L33	7.93'	S84°13'10"E
L11	10.52'	S88°05'22"W	L34	31.64'	N89°12'22"E
L12	31.31'	S89°12'22"W	L35	10.48'	N88°05'22"E
L13	7.70'	N84°13'10"W	L36	27.37'	S89°51'16"E
L14	38.21'	N85°39'46"W	L37	27.34'	S83°05'25"E
L15	22.81'	N89°24'17"W	L38	3.15'	S83°48'47"E
L16	16.63'	S89°42'40"W	L39	14.27'	S76°15'04"E
L17	16.00'	N87°49'20"W	L40	1.82'	S70°18'39"E
L18	42.12'	N89°07'51"W	L41	18.73'	S74°54'39"E
L19	38.15'	S89°24'25"W	L42	13.39'	S74°03'25"E
L20	58.94'	S2°29'43"W	L43	21.14'	S78°24'29"E
L21	61.57'	S1°33'05"W	L44	11.68'	S78°45'52"E
L22	4.75'	S2°32'02"E	L45	3.57'	S81°34'36"E
L23	5.00'	N87°27'58"E	L46	5.00'	N8°25'24"E

THENCE N08°25'24"E, 5.00 FEET TO THE END OF SAID EASEMENT AND THE POINT OF BEGINNING CONTAINING 0.06 ACRES MORE OR LESS.

PROJECT:

MAIN ID#11161_#11162 GRID 263B

DATE:

REVISION:

BY:

TASK:

5' GAS LINE EASEMENT U.S. 19 NORTH

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 11161_11162_CLEARWATER GAS.DWG

DRAWN/DESIGNED KER

CHECKED/QC DPC

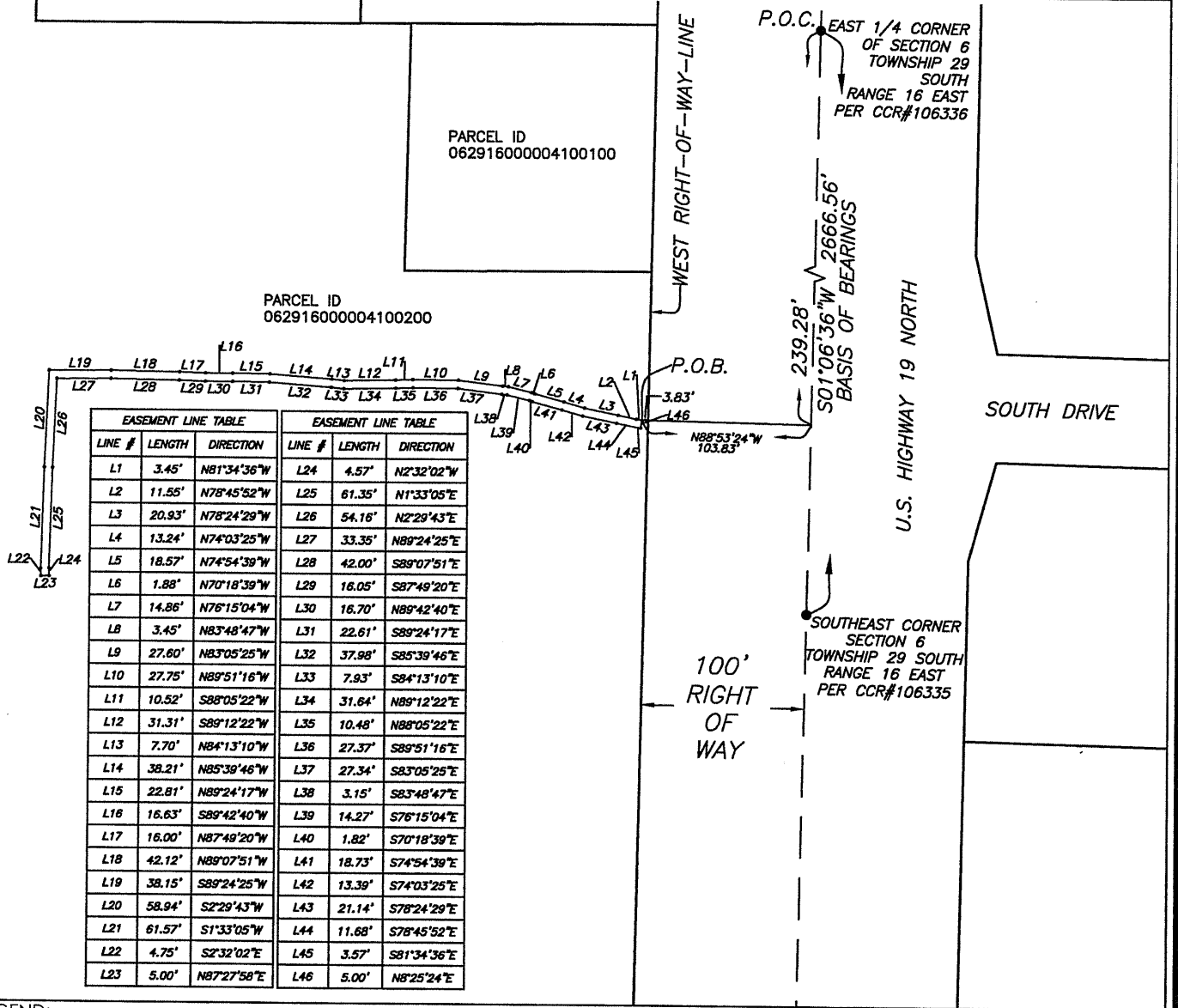
JOB NO. 4005.04 US 19N

DATE 03/06/2020

SHEET:

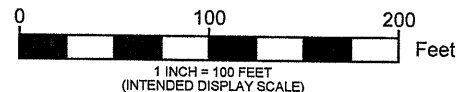
1 OF 3

SKETCH AND DESCRIPTION FOR 5' GAS LINE EASEMENT



LEGEND:

OR = OFFICIAL RECORDS
BK = BOOK
PG = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT



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

PROJECT:

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CHECKED/QC DPC

JOB NO. 4005.04 US 19 N

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 REFERENCED TO THE NORTH AMERICAN DATUM 1983 (2011) ADJUSTMENT, AND BASED ON THE SOUTHEASTERLY LINE OF SAID SECTION SIX BETWEEN THE EAST 1/4 CORNER OF SAID SECTION 6 AND THE SOUTHEAST CORNER OF SAID SECTION 6 WHICH BEARS S 01°06'36" W.
- 3.
4. THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
5. 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.
6. 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. Smith* DATE: 3/09/20
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 7128

PROJECT:

MAIN ID#11161_#11162 GRID 263B

DATE:

REVISION:

BY:

TASK:

5' GAS LINE EASEMENT U.S. 19 NORTH

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 11161_11162_CLEARWATER GAS.DWG

DRAWN/DESIGNED KER

CHECKED/QC DPC

JOB NO. 4005.04 SR52

DATE 03/06/2020

SHEET:

3 OF 3

AFFIDAVIT OF NO LIENS

STATE OF FLORIDA :
: ss
COUNTY OF Pinellas :

BEFORE ME, the undersigned authority, personally appeared
HIMSELF as REPRESENTATIVE of WEINGARTEN NOSTAT INC
whom, being duly authorized does depose and say:

1. That Weingarten Nostat Inc is the owner of legal and equitable title to the following described property in Pinellas 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.)**
NONE

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.)**
NONE

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:

Weingarten Nostat Inc.
2720 E Colonial Drive, Orlando FL 32803

Natallia Callman
WITNESS signature

Natallia Callman
Print Witness Name

By: [Signature]

Stephen F. Trommsdorff
Sr. Project Manager

Tammy Zook
WITNESS signature

Tammy Zook
Print Witness Name

WITNESS signature

Print Witness Name

Sworn to and subscribed to before me this 15th day of October, 2019.

Racheal M. Warren
Notary Public - State of Florida

My Commission Expires: July 31, 2023

Racheal M. Warren
Type/Print Name



Sunset Point + US19 Shopping Center - Gas Easement
23894 & 23886 US Hwy 19 N - Parcel ID#: 06-29-16-00000-410-0200

