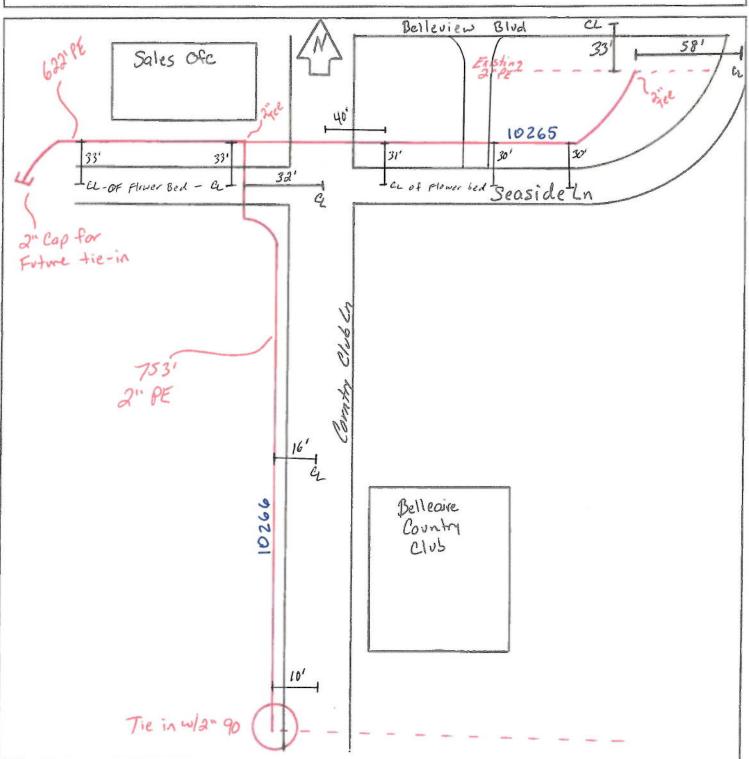




FLORIDA GAS CONTRACTORS, INC.

P.O. Box 280 Dade City, FL 33526 813-996-0019 10265/10266 313A

NAME Kevin Garrett	
JOB # 17309	
753' 2" PE	
622' 2" PE	
	NAME Kevin Garrett JOB # 17309 753' 2" PE 622' 2" PE





FLORIDA GAS CONTRACTORS, INC. P.O. Box 280

P.O. Box 280 Dade City, FL 33526 813-996-0019

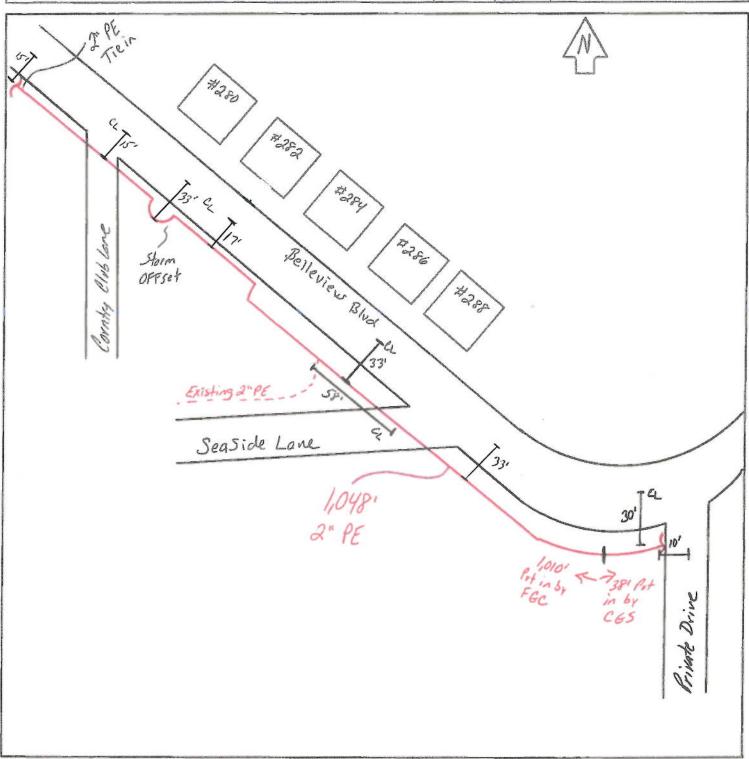
PLORIDA GAS CONTRACTORS		
DATE 5-16-16		NAME Kevin Garrett
JOBNAME Biltmore Reloca	tion Project	
DESCRIPTION COUNTRY Club	1000	JOB # <u> 17309</u> 145
DESCRIPTION CONTRA STUR	CMC	
and the state of t	THE RESIDENCE OF THE PROPERTY OF STREET STREET, STREET	
Club Lane		NA
10° 10° 10° 10° 10° 10° 10° 10° 10° 10°	Belleaire Country Club	38' Center of Storm Drain Marker Pole



FLORIDA GAS CONTRACTORS, INC. P.O. Box 280

P.O. Box 280 Dade City, FL 33526 813-996-0019 10237 313A

DATE 5-16-16	NAME Kevin Garrett
JOBNAME Biltmore Relocation Project	JOB # <u>/7309</u>
DESCRIPTION Belleview Blud	1,010' 2" PE (FGC)
	38' 2" PE (CGS)
	1,048 Total PE



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

Parcel I. D. No. 21-29-15-06480-000-0100

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, Belleview Biltmore Country Club Corp., a Florida Not For Profit Corporation whose principal address is One Country Club Lane ("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 easement two and a half (2.5) feet on either side of the centerline of any Facilities installed by Grantee (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

Exhibit "A"



Signed, sealed and delivered In the presence of: WITNESS signature Print Witness Name WITNESS signature Deren Print Witness Name	Belleview Biltmore Country Club Corp. By: January Afhacushnessy Edward T. Shaushnessy Print Name/Title CHIEF OPERATING & SHICER
Sworn to and subscribed to before me this 28 Notary Public - State of Florida Amanda Lex Wayrer Type/Print Name	My Commission Expires: AMANDA LEE WAGNER Notary Public - State of Florida My Comm. Expires Mar 11, 2017 Commission # EE 882699

AFFIDAVIT OF NO LIENS

STATE OF FLORIDA : : ss COUNTY OF PINELLAS :

BEFORE ME, the undersigned authority, personally appeared Edward J. Shaughnessy, as Chief Operating Officer of Belleview Biltmore Country Club Corp., whom, being duly authorized does depose and say:

 That the Belleview Biltmore Country Club inc. D/B/A Belleair Country Club 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

- That said property is now in the possession of the record owner.
- 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 that 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.
- 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.

IN WITNESS WHEREOF, the undersigned Gradual day of, 2	antor has caused these presents to be duly executed this 015.
Signed, sealed and delivered in the presence of WITNESS signature	Belleview Biltmore Country Club Corp. One Country Club Lane Belleair, FL 33756-2098
Print Witness Name	Edward J. Shaughnessy/Chief Operating Officer
WITNESS signature Channing Deven	Print Name/Title
Print Witness Name	
STATE OF FLORIDA :	
COUNTY OF PINELLAS : ss	
Operating Officer of Belleview Biltmore Cou whom, being duly authorized, personally execute aforementioned date, and who acknowledged the and purposes herein set forth, and who []	personally appeared Edward J. Shaughnessy, as Chief intry Club Corp., a Florida Not For Profit Corporation, ed the foregoing instrument on behalf of said LLC on the ne execution thereof to be free act and deed for the use is personally known to me, or who [] did provide entification.
Notary Public - State of Florida	My commission expires:
Type/Print Name	_