

Prepared by and return to:  
Joan C. Wilke  
Pinellas County Real Property Division  
509 East Avenue South  
Clearwater, FL 33756

ATTN: Public Works Department

Parcel No. 09-29-16-45108-000-0380

## UTILITY AND DRAINAGE EASEMENT

THIS UTILITY AND DRAINAGE EASEMENT ("Easement"), granted this \_\_\_\_ day of \_\_\_\_\_, 2025, by SAVOY LLC, a Florida limited liability company, whose address is 924 McMullen Booth Rd., Clearwater, Florida 33759 ("Grantor"), and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("Grantee").

### WITNESSETH

GRANTOR, for and in consideration of One Dollar (\$1.00), the premises and mutual covenants, terms, conditions and restrictions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee a perpetual, non-exclusive utility and drainage easement, over and across the following described property, located in Pinellas County, Florida, and as more particularly described as follows:

Lands described in Exhibit "A" attached hereto and fully  
incorporated herein ("Easement Area").

TO HAVE AND TO HOLD said Easement unto said Grantee forever, subject to the following conditions:

1. Grantor hereby warrants and covenants that (a) Grantor is the owner of the fee simple title to the property in which the Easement Area is located, and that (b) Grantor has full right and lawful authority to grant and convey this Easement to Grantee.

2. The grant of this Easement may allow Grantor quiet enjoyment of the Easement Area to the extent that such use does not interfere with rights granted herein. The grant of this Easement does restrict the right of Grantor in the use of the Easement Area to the extent that no trees, structures, or other obstructions deemed objectionable by Grantee, other than fencing, will be allowed. Additionally, no excavation or activities that may endanger, damage or interfere with the County's drainage system will be allowed under, over, and upon the Easement Area. Any such objectionable obstructions placed by Grantor within the Easement Area may be removed by Grantee at Grantor's expense.

3. The rights conveyed to Grantee by this Easement specifically include: (a) the right to install, inspect, maintain, and repair all current and future County drainage facilities under, over, across, and upon the Easement Area; (b) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which may endanger or interfere with the safe and efficient installation, operation, or maintenance of the drainage system; (c) the right for public utilities to install under, over, across, and upon the Easement Area but only upon receiving prior written consent from Grantee, and (d) the right for Grantee's employees, agents, assigns, and contractors to have unrestricted ingress and egress across Grantor's property to the Easement Area. Unrestricted ingress and egress will include, if necessary, the removal of any fencing in the Easement Area. Title to all facilities placed by Grantee within the Easement Area shall remain in the County.

4. Except for those acts reasonably necessary to accomplish the purposes of this Easement, Grantee covenants not to do any acts or things, which it could reasonably expect to cause damage to Grantor's property, to include the Easement Area.

5. Grantor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless Grantee, its officers, employees, and agents from all damages, suits, action, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from this Easement, or on account of any act or omission, neglect, or misconduct of Grantor, except only such injury or damage as will have been occasioned by the sole negligence of Grantee. Nothing herein will be construed to be a waiver of any immunity or limitation of liability that Grantee is entitled to under the doctrine of sovereign immunity or further limitation thereof beyond §768.28 Florida Statutes, as now in effect or as may be amended from time to time, nor construed as consent to be sued by third parties in any manner arising out of this Easement.

6. This Easement will run with the land and is binding upon Grantor and Grantor's successors in interest and shall insure to the benefit of Grantee and its successors assigns.

*[Remainder of Page Left Intentionally Blank]*

**IN WITNESS WHEREOF**, Grantor has fully executed this Easement the day and year first written above.

**SIGNED AND DELIVERED IN THE PRESENCE OF:**

**WITNESSES:**

**GRANTOR: SAVOY LLC**

\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of 1<sup>st</sup> Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address of 1<sup>st</sup> Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of 2nd Witness

\_\_\_\_\_  
Print Name of 2nd Witness

\_\_\_\_\_  
Address of 2nd Witness

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ for SAVOY LLC, a Florida limited liability company, (type of authority, e.g. officer, trustee, attorney in fact), on behalf of the company.

(SEAL)

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**WITNESSES:**

**GRANTOR: SAVOY LLC**

\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness

And By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name of 1<sup>st</sup> Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address of 1<sup>st</sup> Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of 2nd Witness

\_\_\_\_\_  
Print Name of 2nd Witness

\_\_\_\_\_  
Address of 2nd Witness

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ for SAVOY LLC, a Florida limited liability company, (type of authority, e.g. officer, trustee, attorney in fact), on behalf of the company.

(SEAL)

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

Exhibits:

Exhibit A - Sketch and Description

# EXHIBIT A

PINELLAS COUNTY  
PUBLIC WORKS  
SURVEY AND MAPPING DIVISION  
22211 U.S. HIGHWAY 19 N.  
CLEARWATER, FLORIDA 33765-2328  
PHONE # (727) 464-8904



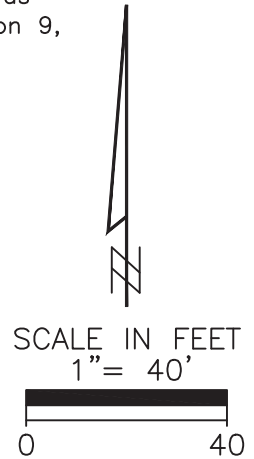
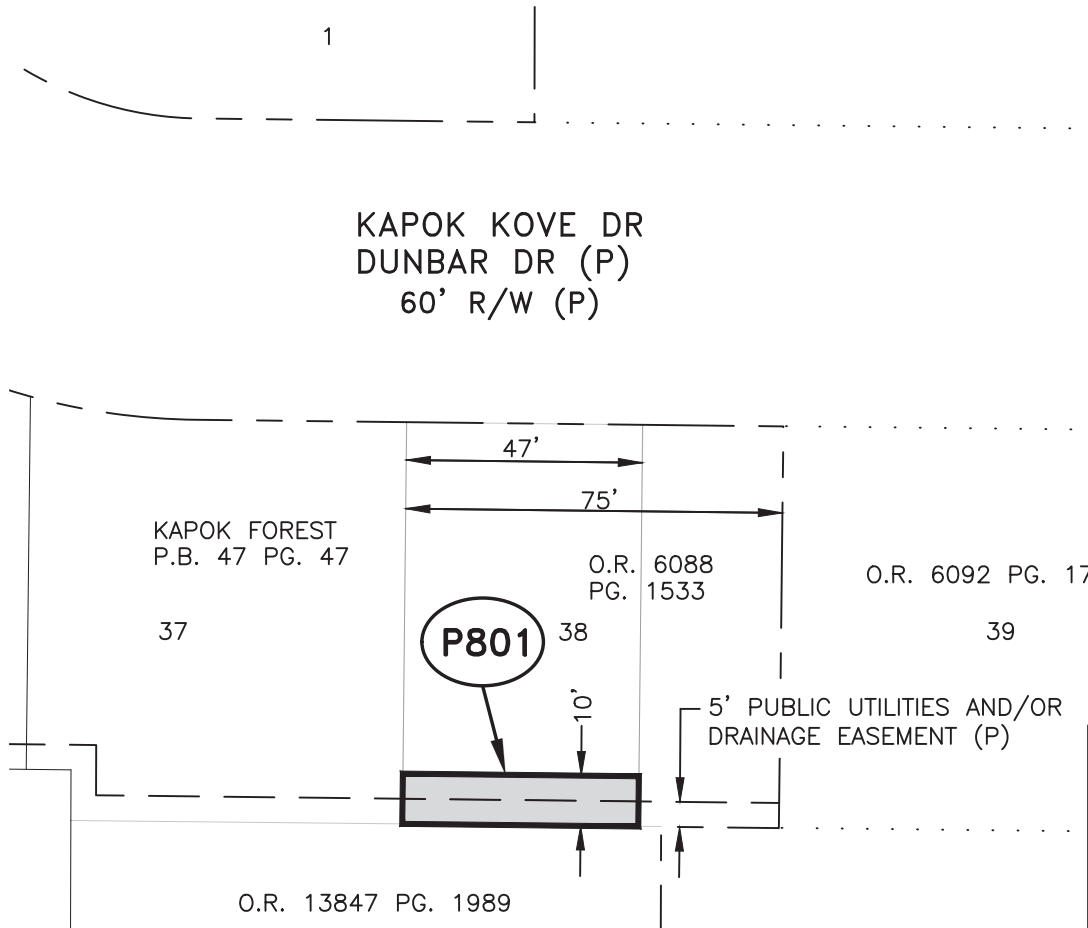
## SECTION 09, TOWNSHIP 29 SOUTH, RANGE 16 EAST

### DESCRIPTION

The South 10 feet of the West 47 feet of Lot 38, KAPOK FOREST Subdivision, according to the plat thereof, as recorded in Plat Book 47, Page 47, public records of Pinellas County, Florida, in the Northwest 1/4 and the Southwest 1/4 of Section 9, Township 29 South, Range 16 East, Pinellas County, Florida.

Containing: 470 square feet or 0.011 acres more or less

### SKETCH--NOT A SURVEY



MCMULLEN  
BOOTH RD  
HAINES RD (P)

### LEGEND

O.R.	OFFICIAL RECORD
(P)	PLAT
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT-OF-WAY

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description has been electronically signed and sealed using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

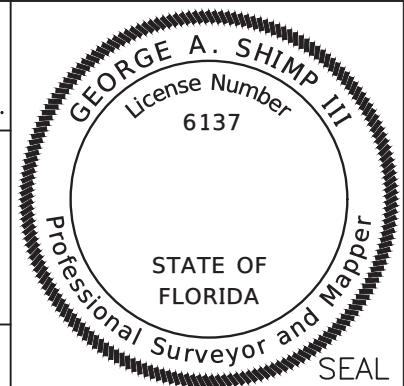
The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

*George A Shimp III*

2025.07.15 15:03:15 -04'00'

GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NUMBER: 6137, STATE OF FLORIDA

DATE



SEAL

S.F.N.:  
1753

P.I.D.:  
001851B

CALCULATED  
BY: AZ

CHECKED  
BY: TS

Pinellas County Survey  
and Mapping Division