

Prepared by and return to:  
Attn: Cynthia M. Harris  
509 East Avenue South  
Clearwater, FL 33756

Property Appraiser  
Attention: PW Operations

## DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT, made this 1<sup>st</sup> day of October, 2015 by and between CBG PROPERTY MANAGEMENT, LLC, whose address is 124 Harbor View Lane, Largo, Florida, 33770, hereinafter referred to as "Grantor," to PINELLAS COUNTY, whose address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as "Grantee."

### WITNESSETH

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantee, and the Grantee's successors and assigns, a permanent drainage easement over and across the following described property, together with reasonable access for the Grantee's employees and contractors to install, inspect, maintain, and repair the Grantee's facilities and the right to authorize use of this easement by other public and private utilities as needed to provide power, telecommunications and other utilities as deemed necessary:

Lands described in legal description attached as Exhibit "A" hereto and made a part hereof, hereinafter referred to as the "Easement."

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 above described permanent Easement is located, and that (b) Grantor has full right and lawful authority to grant and convey this Easement to the Grantee.

2. The grant of this Easement may allow the Grantor quiet enjoyment of the Easement to the extent that such use does not interfere with rights granted herein. The grant of this Easement does restrict the right of the Grantor in the use of the Easement area to the extent that no additional trees or permanent structures, other than fencing, shall be allowed without prior approval from Grantee. Additionally, no excavation or activities that may endanger or interfere with the drainage system shall be allowed.

3. The rights granted herein specifically include: (a) the right to install, inspect, maintain, and repair all current and future Pinellas County drainage facilities under, over, and upon the Easement; (b) the right to clear the Easement 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; and (c) the right, for the Grantee's employees and contractors to have ingress and egress across the Grantor's property to the Easement for the purpose of (a) and (b). Pinellas County, except for in emergency situations, shall give reasonable notice to Grantor of the repair and installation of current and future Pinellas County drainage facilities.

4. Except for those acts reasonably necessary to accomplish the purposes of this Easement, Grantee also covenants not to do any acts or things, which it could reasonable expect to cause damage to Grantor's premises. With respect to any person not a party to

this Easement, this paragraph should not be construed as a waiver of any defense or limitation available to the Grantee or Grantor pursuant to Florida Statutes, Section 768.28, as now in effect or a may be amended from time to time.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand the day and year first above written.

CBG Property Management, LLC, a Florida  
Limited liability company

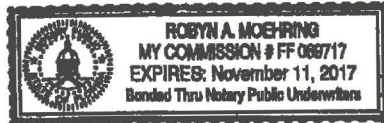
By: *Christie V. Gagnon*  
CHRISTIE V. GAGNON, its manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 1st day of Oct October 2015, by Christie V. Gagnon, Manager of CBG Property Management, LLC, a Florida Corporation, on behalf of the Corporation. The individual is personally known to me and/or has produced a Florida Driver's License as identification.

NOTARY  
SEAL

My Commission Expires: \_\_\_\_\_



NOTARY *Robyn A. Moehring*  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_