

Prepared by and return to:
Real Property Division
Attn: Josh Rosado
509 East Avenue South
Clearwater, FL 33756

Property Appraiser
Attention: *Utilities Dept*

UTILITY EASEMENT

THIS UTILITY EASEMENT granted this _____ day of _____, 2021, by LANDEN CLINT PATRICK MILLER, whose address is 13380 86th Avenue, Seminole, FL, 33776, 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 GRANTOR, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey to Grantee a perpetual non-exclusive Utility Easement over, under and upon that portion of that certain property which is owned by Grantor and located in Pinellas County, Florida, to wit:

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

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

1. Grantor hereby warrants and covenants that (a) Grantor is the owner of the fee simple title to the Easement Area, and that (b) Grantor has full right and lawful authority to grant and convey this Easement to the Grantee.
2. The rights granted herein specifically include: (a) the right to access, install, inspect, maintain, and repair all current and future County utilities under, over and upon the Easement Area; (b) the right to authorize use of and access to the Easement Area by private and other public utilities as needed to install, provide and maintain power, telecommunications and other utilities as deemed necessary or appropriate by the Grantee; (c) the right to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of the Grantee, endanger or interfere with the safe and efficient installation, operation or maintenance of the County utilities; (d) the right with advance notification for the Grantee’s staff and /or independent contractors, employees, engineers, and other personnel to have ingress and egress across the Grantor's property to the

Easement Area to inspect, conduct testing, repair, and maintain the County utilities.

3. The Grantor is prohibited from installing new structures or trees in the Easement Area without prior consent of the Grantee.

4. This Easement, and all rights and obligations hereunder, shall run with the land for as long as this Easement is in existence.

5. Each party agrees to be responsible for its own negligence and that of its employees, agents, and invitees. Nothing herein shall be construed as a waiver of Grantor's sovereign immunity or further limitation thereof beyond Florida Statute § 768.28, nor Grantor's consent to be sued by third parties in any manner arising from this Easement.

IN WITNESS WHEREOF, the said Grantor has granted to the Grantee and have hereunder set their hands on the date above written.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES:

GRANTOR:

Print Name: _____

Print Name: _____

By: _____

Landen Clint Patrick Miller