

FILE NO. _____

This Instrument Prepared By and Return To:
Engineering Department/Stephen Waidley
Frontier Florida LLC
3712 W. Walnut St
Tampa, FL 33607

COMMUNICATION EASEMENT

THIS EASEMENT, made this _____ day of _____, 2021, between the undersigned for City of New Port Richey Community Development Agency, a public body corporate and politic, whose address is 5919 Main St, New Port Richey, FL 34652 (GRANTOR) and Frontier Florida LLC, a Florida limited liability company, whose address is 401 Merritt 7, Norwalk, CT 06851, its successors, and assigns (GRANTEE):

WITNESSETH, that for and in consideration of the mutual benefits which will accrue to GRANTOR and GRANTEE as a result of GRANTEE'S construction, installation, maintenance and operation of communication facilities within the GRANTOR'S premises described below, GRANTOR grants, conveys, bargains or sells to GRANTEE an easement to place, replace, remove and maintain telecommunication equipment and other such facilities it deems desirable for providing telecommunications and other communications services to serve GRANTOR'S property and other properties currently served by equipment located in, over, across and under the following described property in Pasco County, Florida, to wit:

Frontier Legal Description: An easement strip of up to ten (10) feet in width, generally comprising an area five (5) feet on each side of the center line of the GRANTEE'S facilities as may be designed from time to time at a mutually agreed upon location within the GRANTOR'S premises within the area depicted in the Sketch in the attached Exhibit "A".

Nothing contained herein shall be construed as a waiver of GRANTOR'S sovereign immunity, and the terms of this indemnification shall be limited to the extent provided by law. The rights granted to GRANTEE specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate and move said facilities; (b) the right for GRANTEE to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other natural physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; (e) and all other rights and privileges reasonable, necessary or convenient for GRANTEE'S safe and efficient installation, operation and maintenance of said facilities and the enjoyment and use of said easement for the purpose described above.

If GRANTEE disturbs or alters GRANTOR'S property in the course of accessing the facilities within the Easement Area, GRANTEE shall restore GRANTOR'S property, including the Easement Area, to its condition prior to the disturbance or alteration thereof.

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GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences and any building or structure currently located on the property) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within 60 days after receipt of written request from the GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR'S premises, provided that prior to the relocation of said facilities: (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE; (b) and GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by the relocation.

GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in GRANTOR'S premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property resulting from interference with GRANTEE'S facilities by GRANTOR or by GRANTOR'S agents or employees.

GRANTOR hereby warrants and covenants: (a) that GRANTOR is lawfully and well seized of said land in fee simple in which the above described Easement Area is located; (b) and GRANTOR fully warrants the title to the land and will defend the same against the lawful claims of all persons whomsoever; (c) and the GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to, and be obligatory upon, the successors, lessees and assigns of the respective parties hereto.

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WITNESSES:

GRANTOR:

Witness #1 Signature

GRANTOR'S Signature

Witness #1 Print Name

Print Name

Witness #2 Signature

Title

Witness #2 Print Name

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed and sworn to me this ____ day of _____, 2021
by _____,

- who is personally known to me,
- who produced _____ as identification, and who acknowledged before me that (s)he executed the same freely and voluntarily for the purposes therein expressed.

My Commission Expires: _____

Signature

Print Name

NOTARY PUBLIC – STATE OF _____

Commission No. _____

(Seal Here)

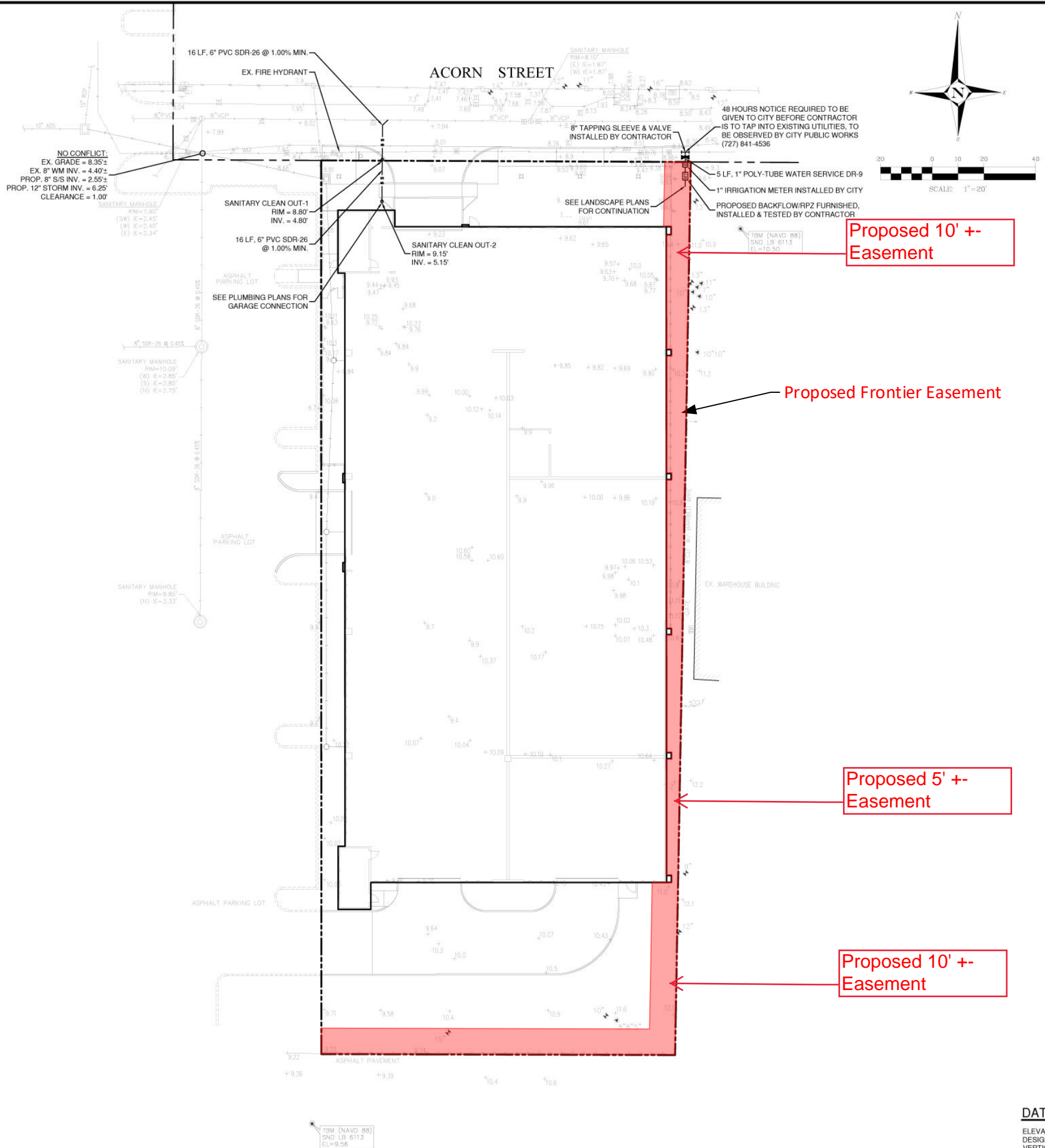


EXHIBIT "A"

VICKSTROM ENGINEERING SERVICES, INC.
 505 20th Avenue NE
 St. Petersburg, FL 33704
 Telephone No. (727) 894-0404
 CA No. 30184

UTILITY PLAN
 NEW PORT RICHEY PARKING STRUCTURE
 NEW PORT RICHEY, FLORIDA

CLIENT
 City of New Port Richey
 Community Redevelopment Agency
 5919 Main Street
 New Port Richey, Florida 34652
 Telephone No. (727) 853-1021

REVISIONS:

DRC COMMENTS	DATE
	12.16.20

Daniel M. Vickstrom, P.E.
 P.E. No. 46090
 State of Florida

DATE: 11.18.20
 SCALE: 1"=20'
 DRN. BY: KES
 CHK'D. BY: DMV
 PROJ. No. 13431

Sheet C12

Proposed 10' +/- Easement

Proposed Frontier Easement

Proposed 5' +/- Easement

Proposed 10' +/- Easement

CONSTRUCTION NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY LOCATIONS. CONTRACTOR TO REMOVE EXISTING UTILITIES THAT NO LONGER SERVICE EXISTING BUILDING THAT HAS BEEN REMOVED.
- ANY ACTIVE LINES STILL IN USE TO REMAIN IN PLACE AFTER VERIFICATION BY CONTRACTOR AND COORDINATE WITH EOR.

UTILITY LEGEND

- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- 1" — PROPOSED 1" WATER LINE
- PROPOSED 6" SANITARY SEWER LINE
- PROPOSED SANITARY SEWER CLEAN OUT
- PROPOSED STORM DRAINAGE INLET
- PROPOSED STORM DRAINAGE PIPE



DATUM NOTES:

ELEVATIONS ARE BASED ON A NATIONAL GEODETIC SURVEY BENCHMARK, DESIGNATION: 872 7001 B, HAVING AN ELEVATION OF 7.02, NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).
 TO OBTAIN NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD29) ELEVATIONS, ADD 0.84 FEET TO THE ELEVATIONS SHOWN HEREON