

Return to: Secretarial Services/Board Records  
This instrument prepared by:

JOSEPH D. RICHARDS,  
SENIOR ASSISTANT COUNTY ATTORNEY  
OFFICE OF THE COUNTY ATTORNEY  
7530 LITTLE ROAD, SUITE 340  
NEW PORT RICHEY, FL. 34654

Property Appraiser's Parcel ID Number(s),  
or Portion of: 22-25-18-0000-00300-001A

### **UTILITIES EASEMENT**

THIS GRANT OF UTILITIES EASEMENT ("Grant") is made this \_\_\_\_ day of \_\_\_\_\_ 2008, by and between UNIVERSITY COMMUNITY HOSPITAL, INC., a Florida non-profit corporation, whose address is 3100 East Fletcher Avenue, Tampa, Florida 33613 ("Grantor"), and PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 7530 Little Road, New Port Richey, Florida 34656 ("Grantee").

#### WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid receipt of which is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, the following:

1. An non-exclusive easement ("Easement") for the installation, operation and maintenance of water, wastewater and/or reuse lines and related facilities ("Utilities") under, across and through that certain property as more particularly described in the attached legal description and sketch, Exhibit "A" ("Easement Area"). The Utilities shall be located underneath the Easement Area and in no event shall any Utilities be located above-ground in the Easement Area.

2. Grantor shall continue to own the Easement Area, subject to the Easement. Grantor may continue to use the Easement Area and may grant additional non-exclusive easements with the Easement Area; provided, however Grantor shall not alter, or allow the alteration of, the Easement Area in any way that would impair Grantee's rights or ability to use the Easement Area for its intended purpose. To the extent that any improvements installed by Grantee in the Easement Area must be relocated to accommodate Grantor's improvements in, or use of the Easement Area, then Grantor shall be responsible for such relocation at Grantor's sole cost and expense.

3. Grantee, at its sole cost and expense, shall maintain the Utilities in good working condition. In the event that Grantee damages the Easement Area, Grantee shall promptly repair any such damage to the Easement Area at its sole cost and expense. To the extent permitted by law Grantee shall indemnify, defend and hold harmless Grantor for any loss, damage, liability, claim, expense or cost, including attorneys fees, related to or arising out of Grantee's use of the Easement Area. Notwithstanding the foregoing, the ultimate duty of the Grantee to indemnify and hold the Grantor harmless shall be reduced to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness,

or intentional wrongful misconduct of the Grantor or its successors or assigns, or any of their respective directors, partners, officers, employees or agents.

4. Whenever any notice, demand, consent, delivery or request is required or permitted hereunder, it shall be in writing and shall be deemed to have been properly given or served (a) when delivered in fact to the other party, or (b) three (3) business days after having been deposited in the United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or (c) when delivered to Federal Express or other comparable overnight courier which obtains a receipt to confirm delivery to the addresses set forth below or at such other addresses as are specified by written notice so given in accordance herewith. All notices and requests required or authorized hereunder shall be delivered as aforesaid to the respective parties hereto as follows:

TO GRANTOR:

Mr. Norman V. Stein  
University Community Hospital, Inc.  
3100 E. Fletcher Avenue  
Tampa, Florida 33613

With a copy to:

Joline Miceli-Mullen, Esq.  
University Community Hospital, Inc.  
3100 E. Fletcher Avenue  
Tampa, Florida 33613

TO GRANTEE:

Utilities Services Branch  
Pub. Wks./Utilities Bldg., S-213  
7530 Little Road  
New Port Richey, FL 34654-5598

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

6. This Agreement and the exhibits attached hereto contain the entire agreement between the parties. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied between the parties other than as herein set forth. No waiver of any of the provisions of this Agreement or any other agreement referred to herein shall be valid unless in writing and signed by the party against whom enforcement is sought.

7. The Easement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and/or assigns.

8. This Grant may be amended and modified only by instrument, in writing, executed by all parties hereto.

9. No parties other than Grantor and Grantee shall be deemed to be intended beneficiaries of this Grant.

IN WITNESS WHEREOF, the parties have caused this Grant to be executed the day and date first above written.

WITNESS:

[Signature]  
Signature of Witness #1

DEBORAH H. BASSETT  
Typed/Printed Name of Witness #1

[Signature]  
Signature of Witness #2

ROBERT F. HELLSTERN  
Typed/Printed Name of Witness #2

GRANTOR:

UNIVERSITY COMMUNITY HOSPITAL, INC.,  
a Florida non-profit corporation

By: [Signature]  
Name: Norman Steid  
Title: President & CEO  
Address: 3100 E. Fletcher Avenue  
Tampa, Florida 33613

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of April, 2008, by Norman Steid as Pres/CEO of University Community Hospital, Inc., a Florida non-profit corporation, on behalf of the Grantor. He is personally known to me [Signature] (type of identification) as identification.

[Signature]  
Notary Public, State of Florida

Printed name: Norma S. Perkins

(NOTARY SEAL)

My Commission Expires:



WITNESS:

(SEAL)

ATTEST:

GRANTEE:

BOARD OF COUNTY  
COMMISSIONERS OF PASCO  
COUNTY, FLORIDA

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JED PITTMAN, CLERK

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Chairman

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EXHIBIT "A"  
LEGAL DESCRIPTION

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CONNERTON COMMERCE PARK  
PARCEL 1A  
20 FOOT UTILITY EASEMENT

DESCRIPTION: A parcel of land lying in Section 22, Township 25 South, Range 18 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 14, Township 25 South, Range 18 East, Pasco County, Florida, run thence along the West boundary of said Section 14, N.00°11'06"E., 121.18 feet; thence S.89°59'46"E., 377.93 feet; thence S.42°42'23"E., 394.29 feet; thence S.00°00'14"W., 701.01 feet; thence S.89°59'46"E., 675.90 feet; thence S.00°06'09"E., 408.15 feet; thence S.89°28'07"W., 1320.07 feet to a point on the East boundary of the aforesaid Section 22; thence N.89°54'42"W., 373.13 feet; thence S.21°53'39"W., 337.41 feet; thence S.09°06'52"W., 297.33 feet; thence S.60°28'32"W., 515.32 feet; thence S.36°40'01"W., 685.13 feet; thence S.17°07'26"W., 767.91 feet to a point on the Easterly boundary of the additional right-of-way for U.S. HIGHWAY No. 41, as recorded in Official Records Book 7105, Page 1783, of the Public records of Pasco County, Florida; thence along said Easterly boundary, the following two (2) courses: 1) N.31°23'57"W., 1657.37 feet to the POINT OF BEGINNING; 2) continue, N.31°23'57"W., 28.28 feet; thence S.76°23'57"E., 101.75 feet; thence S.58°36'03"W., 28.28 feet; thence N.76°23'57"W., 61.75 feet to the POINT OF BEGINNING.

Containing 1635 square feet, more or less.

EXHIBIT "B"  
SKETCH

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