

Prepared by and
return to:

City Attorney
City of Largo
P.O. Box 296
Largo, FL 33779-0296

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this 12 day of December 2023, by and between Time Square Trust dated September 2, 2021, Land Trust Service Corporation, a Florida corporation, as Trustee, whose address is P.O. Box 547945, Orlando, FL 32854-7945 ("Grantor"), and the City of Largo, Florida, a municipal corporation, whose address is P.O. Box 296, Largo, FL 33779-0296 ("Grantee") (collectively, the Grantee and Grantor shall be referred to as the "Parties").

RECITALS

WHEREAS, Grantor is the owner of certain real property situated within the municipal limits of the City of Largo, Florida ("Grantor's Property"), as more particularly described in Exhibit "A", and

WHEREAS, the Grantee desires an unrestricted permanent easement over, under, through, and across the Grantor's Property for the purpose of constructing, installing, operating and maintaining (including repairs and replacement of) a wastewater collection and transmission system to provide sanitary sewer service from, on, into, over, under, through and upon the Grantor's Property and other properties; and

WHEREAS, the Grantor is willing to grant to Grantee an unrestricted, permanent easement over, under, through and across Grantor's Property for constructing, installing, operating and maintaining (including repairs and replacement of) a wastewater collection and transmission system to provide sanitary sewer service from, on, into, over, under, through and upon the Grantor's Property and other properties; and

WHEREAS, Grantor is willing and has full authority to grant to Grantee such easement and appurtenant rights as are hereinafter set forth; and

WHEREAS, Grantee desires to accept said easement rights, and is willing to perform the affirmative covenants hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of \$1.00, the affirmative covenants assumed by Grantee herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Grantor, the Parties agree as follows:

AGREEMENT

1. Recitals; Exhibits. The above recitals and all exhibits attached to this Agreement are true and correct and are incorporated herein by this reference.

2. Permanent Easement. Grantor hereby grants to Grantee, its successors and assigns, a permanent, non-exclusive easement ("Easement") over, under, through, and across that certain real property situated in Pinellas County, Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area") for the purpose of constructing, installing, operating and maintaining (including repairs and replacement of) a wastewater collection and transmission system to provide sanitary sewer service from, on, into, over, under, through and upon the Grantor's Property and other properties. Included in this Easement, Grantee shall have the right of perpetual ingress and egress and the right to enter upon the Easement Area at any time it deems necessary for the purpose of exercising the easement rights granted hereby.

3. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows:

3.1 Ownership. Grantor is the owner in fee simple of the certain parcel of real estate situated in Pinellas County, Florida, more particularly described on Exhibit "A" on which Grantee intends to construct, install,

operate and maintain (including repairs and replacement) a wastewater collection and transmission system to provide sanitary sewer service from, on, into, over, under, through and upon the Grantor's Property and other properties.

3.2 Right to Convey Easement. Grantor warrants and represents that Grantor has the right to convey a permanent easement over, under, through, and across the property, more particularly described on Exhibit "B" without any other party's consent, and will defend this Easement against all claims.

3.3. Authority. Grantor does hereby fully warrant and represent that the party signing the Agreement on behalf of Grantor has the authority to bind Grantor to the Agreement.

4. Use of Easement Area. Notwithstanding the foregoing grant of the Easement, Grantor retains the right to use the Easement Area for any lawful purpose other than for a permanent building, structure, foundation, or other use inconsistent with the grants made herein or interfering with Grantee's use of the Easement Area.

5. Binding Effect. The foregoing grant of the Easement and rights appurtenant thereto, shall be and constitute covenants running with the land, benefiting the public at large and burdening the Easement Area, and shall be binding upon the heirs, successors, and assigns of the Parties.

6. Attorneys' Fees. In connection with any litigation arising under this Agreement, the prevailing party shall be entitled to attorneys' fees and other legal costs, including, but not limited to, attorneys' fees and costs incurred in any appellate or bankruptcy proceeding.

7. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the Parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

8. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

9. Restoration of Easement Area. In the event of construction, maintenance or repair in the Easement Area by Grantee, Grantee agrees to restore the ground surface area of the Easement Area to as near a pre-construction condition as is practicable in the reasonable judgment of the Grantee.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

SIGNATURE BLOCK: CORPORATE / PARTNERSHIP/ TRUST/ OTHER ENTITY

By executing this AGREEMENT, Corporate / Partnership / Trust / Other Entity representative acknowledges that the undersigned has the lawful authority granted by said entity to execute this AGREEMENT on behalf of the entity, and has been granted the right to bind the owner to the covenants and agreements herein above stated.

ENTITY NAME: Land Trust Service Corporation, as Trustee

By (Signature): [Signature]

Print Name: Joseph E. Seagle

As (Title): President

WITNESS

By (Signature): [Signature]

Print Name: HALEY HELBIG

By (Signature): [Signature]

Print Name: Philip W. Richardson



OWNER NOTARIZATION: CORPORATE/PARTNERSHIP/TRUST/OTHER ENTITY

STATE OF Florida

COUNTY OF Pinellas Orange

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 22 day of December 2023 by Joseph E. Seagle, as President of Land Trust Service Corp., on behalf of the organization. He/she is personally known to me or has produced _____ as identification.

[Signature]
Notary Public Signature

HALEY HELBIG
Notary Public Print Name

FL Notary
Title or Rank

HH413936
Serial number, if any



CITY OF LARGO, FLORIDA,
a municipal corporation
("GRANTEE")

Louis L. Brown, Mayor

ATTEST:

City Clerk
STATE OF FLORIDA
COUNTY OF PINELLAS

REVIEWED AND APPROVED:

City Attorney

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20__, by Louis L. Brown, as Mayor of City of Largo, Florida, a Florida municipal corporation, on behalf of the corporation. He is [] personally known to me or [] has produced _____ (type of identification) as identification.

My commission expires:

Notary Public Signature

(NOTARY SEAL)

Notary Public Print Name

Title or rank

Serial number, if any

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPOSED EASEMENT AREA