

CONSTRUCTION EASEMENT AGREEMENT

This Construction Easement Agreement ("Agreement") made this 31 day of March, 2017, between the City of St. Petersburg, Florida, a Municipal Corporation ("City"), and Pinellas County, a political subdivision of the State of Florida, ("County"), whose address is P.O. Box 14042, St. Petersburg, Florida 33733.

WITNESSETH:

WHEREAS, City owns a certain parcel of land situated within Pinellas County, Florida ("Property") described in Exhibit "A;" and

WHEREAS, City desires to grant to County a construction easement within the Property to facilitate construction by the County of a communication tower at the new City Police Headquarters ("Project") in the portion of the Property illustrated and described in Exhibit "B ("Easement Area")" during the period of construction of the Project.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, each to the other in hand given, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant and Use of Easement. City grants to County a non-exclusive construction easement ("Easement") as follows:

A Construction Easement across, under and through the Property. This Easement is conveyed unto County at no cost and, in consideration of said conveyance, County shall restore the Easement Area to as good or better condition as existed immediately prior to construction. This Agreement shall expire upon the restoration of the Easement Area at completion of construction, or the earlier termination or abandonment, of the Project.

2. City's Reservation of Rights. Subject to the rights created herein, City expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations, or easements, any and all portions of the Easement Area and the Property (in City's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted.

3. Covenants of County. County, for itself and its successors and assigns, covenants and agrees that it shall:

a. not cause any lien to be filed against City's Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Property at the direction of County. County shall cause any such liens to be promptly released by such lienor or promptly bonded off by transferring such lien (or liens) from the Property to other security in an amount required by and in accordance with Section 713.24, Florida Statutes (as amended, superseded or replaced from time to time) and, in all events, in a manner sufficient to cause the Property to be promptly released from such lien (or liens).

b. promptly repair, at its own expense, all damage to any property, facilities or improvements of City located on the Property if such damage is caused by the exercise of County's rights, privileges, or obligations under this Agreement.

4. Indemnity. County shall, to the extent permitted by law, pay on behalf of, defend, indemnify, and hold harmless City, its officials, officers, employees, contractors and their subcontractors and their employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including reasonable attorney's fees) related to this Easement to the extent directly arising out of or to the extent directly caused by: (i) the negligent use and enjoyment of the Easement Area by County, its officials, officers, employees, agents, contractors and their subcontractors and their employees, or anyone for whose acts any of them may be liable (collectively, "County's Permittees"); (ii) all liens and other charges asserted against the Property for any purpose whatsoever to the extent arising as a result of the negligent actions of County, or County's Permittees; (iii) all claims relating to injury to persons or property occurring on or about the Easement Area to the extent directly caused by the negligent use or control of the Easement Area by County or County's Permittees; and (iv) County's or County's Permittees' negligent construction activities upon, over or under the Easement Area. Nothing in this Agreement shall be interpreted as a waiver of the County's sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the County to be sued by third parties in any manner arising out of this Agreement.

5. Successors, Assigns. 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.

WITNESSES (as to City)

Sign: *Ava E. Nelson*
Print: AVA E. NELSON

Sign: *David*
Print: DAVID DICKERSON

Date: 2/14/17

The City of St. Petersburg, Florida

By: *Alfred G. Wendler*
Print: Alfred G. Wendler

As its: Agent for the City

Attest: *Cathy E. Davis, Sr. Deputy Clerk*
Chan Srinivasa, City Clerk

WITNESSES (as to County)

Sign: *Della King*
Print: Della King

Sign: *Jo Hugo*
Print: JO HUGO

Date: 3/31/17

Pinellas County

By: *Mark S. Woodard*
Print: Mark S. Woodard

As its: County Administrator



APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: *Chen*
Attorney

Approved as to Content: *Richard B. Badgley*

City Attorney (Designee)
By: RICHARD B. BADGLEY
Assistant City Attorney

Legal: 00307503.doc V. 1

Approved as to Form: *RBB*

City Attorney (Designee)
By: RICHARD B. BADGLEY
Assistant City Attorney

EXHIBIT A

Legal Description:

Lot 1, Block 1, PUBLIC SAFETY COMPLEX REPLAT as recorded in Plat Book 65, Page 46 of the Public Records of Pinellas County, Florida.

EXHIBIT B

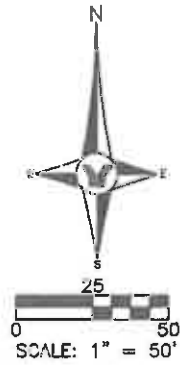
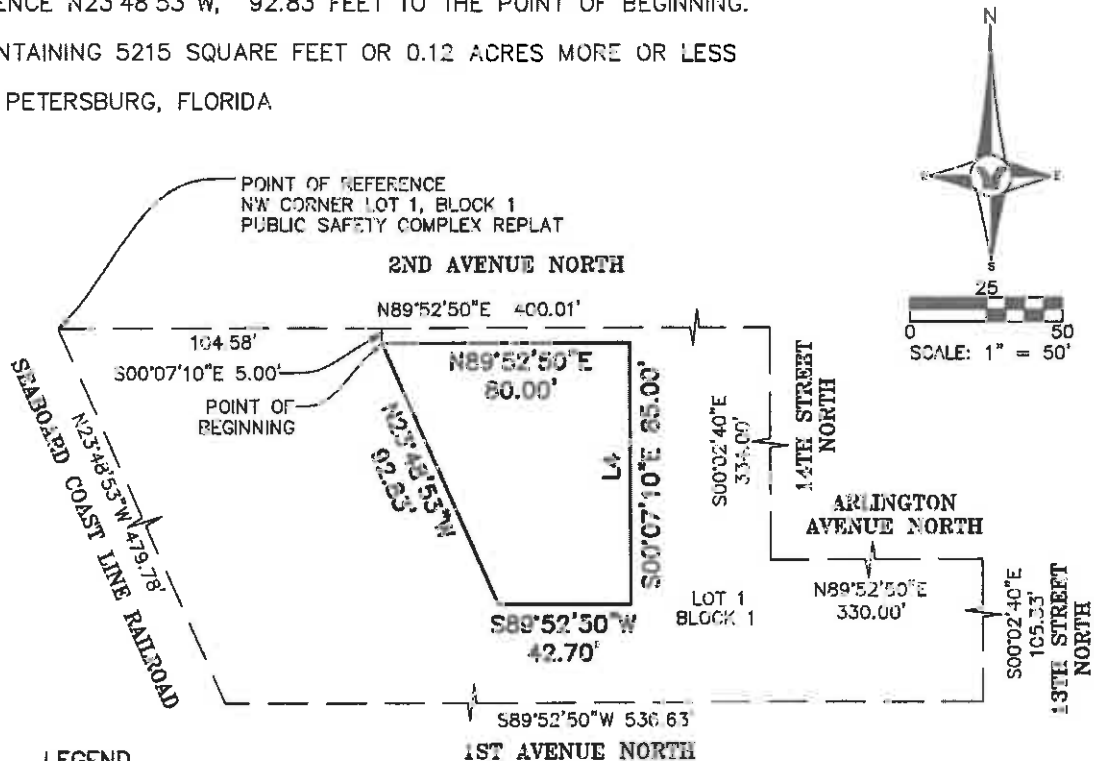
LEGAL DESCRIPTION

A PORTION OF LOT 1, BLOCK 1, PUBLIC SAFETY COMPLEX REPLAT, AS RECORDED IN PLAT BOOK 65, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA BEING DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, PUBLIC SAFETY COMPLEX REPLAT AS A POINT OF REFERENCE; THENCE ALONG THE NORTH LINE THEREOF, N89°52'50"E, 104.58 FEET; THENCE LEAVING SAID LINE, S00°07'10"E, 5.00 FEET TO THE POINT OF BEGINNING; THENCE N89°52'50"E, 80.00 FEET; THENCE S00°07'10"E, 85.00 FEET; THENCE S89°52'50"W, 42.70 FEET; THENCE N23°48'53"W, 92.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 5215 SQUARE FEET OR 0.12 ACRES MORE OR LESS

ST PETERSBURG, FLORIDA



LEGEND

- LS LICENSED SURVEYOR
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- LB LICENSED BUSINESS

NOTES

1. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
2. NOT A BOUNDARY SURVEY.
3. BASIS OF BEARINGS: N89°52'50"E ALONG THE NORTH LINE OF LOT 1, BLOCK 1, PUBLIC SAFETY COMPLEX REPLAT.
4. THIS SKETCH IS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT FOR TITLE INSURANCE.
5. THIS MAP INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50'.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR: CITY OF ST. PETERSBURG		COSP - POLICE FACILITY DESCRIPTION & SKETCH SECTION 24 TOWNSHIP 31S RANGE 16E		REVISED	DATE	DESCRIPTION
INITIALS	DATE	Catherine A. Bosco PSM LS 6257 SEPTEMBER 13, 2016		George F. Young, Inc. 209 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701 PHONE (727) 822-4317 FAX (727) 822-2919 BUSINESS ENTITY L021 ARCHITECTURE-ENGINEERING-ENVIRONMENTAL-LANDSCAPE-PLANNING-SURVEYING-UTILITIES GADSDENVILLE-LAKELWOOD RANCH-ORLANDO-PALM BEACH GARDENS ST. PETERSBURG-TAMPA	JOB NO. 15Y2561CSS	
DRAWN	JLS 9/13/16				SHEET NO.	
CHECKED	JAA 9/13/16				1 OF 1	
FIELD BOOK						
FIELD DATE						

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