

ATTACHMENT A to Purchase and Sale Agreement

Project: Beckett Bridge Replacement and Riverside Dr.
PID No.: 001037A and 001037B
Purpose: Temporary Construction Easement P704 & P705-R1

Prepared by and return to:
Administrative Services Department
Prepared by: Joan Wilke
509 East Avenue South
Clearwater, FL 33756

TEMPORARY CONSTRUCTION EASEMENT

TARPON SPRINGS YACHT CLUB INC., whose mailing address is 350 North Spring Blvd, Tarpon Springs, FL 34689, as owner (Owner), of the property located at 350 N. Spring Blvd., Tarpon Springs, FL 34689 (Property), this 27 day of March, 2024, does hereby grant and convey unto Pinellas County, a political subdivision of the State of Florida, whose address is 509 East Ave., Clearwater, FL 33756 (County) a Temporary Construction Easement (Easement) for the Project Identification Numbers (PIDs) noted above (Project), over and upon the Property as particularly described in Exhibit A which is attached hereto and incorporated by reference herein (Easement Area).

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the following improvements, which will be performed by the County or its contractors:

Connection, and paving or concrete work, necessary to connect Owner's driveway with improvements in the right-of-way, in conformance with the County's approved construction plans, including any grading or filling, concrete work, and ground cover restoration necessary to achieve such standards. Any trees or landscaping that are to be permanently removed and not replaced as shown on the Project plans are conveyed to the County with the compensation for the Easement. Any mitigation costs to the city of Tarpon Springs that arise from the removal of any tree(s) within the Easement Area are the sole responsibility of the County.

1. Owner hereby grants to County this Easement. This Easement is being acquired for the purpose of constructing the Project and related improvements, including but not limited to

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modifications to the Owner's property within the Easement Area to **reconstruct and connect Owner's driveway with improvements in the right-of-way, construct the bridge retaining walls, construct sidewalk, remove shrubbery, plantings, and trees whose roots will be impacted by roadway and drainage construction, grade and restore disturbed areas in conformance with the County's approved construction plans for the Project**, and includes the right to enter upon the Easement Area with personnel, vehicles and equipment by the County, its agents, employees and contractors.

2. This Easement will expire upon the earlier of the completion of the Project or Five (5) Years from the date of execution of the Easement.

3. Owner hereby warrants and covenants (a) that they are the Owner of the fee simple title to the Property, in which the above-described Easement is located; and (b) that Owner has full rights and lawful authority to grant and convey this Easement to the County.

4. Recognizing that due care is to be exercised by the County to avoid, and to repair damage to as good or better condition than existed prior to the County utilizing the Easement Area and to any existing improvements caused by the County in its utilization of the Easement Area. This Easement will also grant access over said Property to allow County personnel and equipment necessary access for the purpose(s) described herein.

5. Nothing herein shall be construed as waiver of any defense or limitation available to the County or Grantor pursuant to Florida Statutes, Section 768.28, as now in effect or as may be amended from time to time.

6. In the event funds are not appropriated by the County in any succeeding fiscal year for purposes described hereunder, then this Easement shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty to the County. However, in the case of the considerations set forth herein, the County will use its best effort to obtain the necessary appropriation of funds in future fiscal years to complete its obligations.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the parties hereto have fully executed this Easement the day and year first written above.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

WITNESSES:

Stan Rogers

Print Name:

Stan Rogers

Print Name:

Jennifer Cutting

Menta Spigner

TARPON SPRINGS YACHT CLUB INC.

(Print Name/Title)

President

STATE OF FLORIDA
COUNTY OF Palm Beach

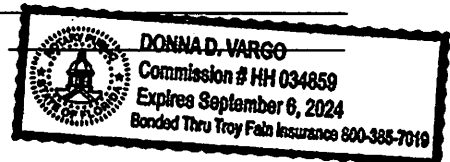
The foregoing instrument was acknowledged before me by means of physical presence or

online notarization this 27 day of March, 2024
by Menta Spigner.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Seal)

Donna Varco
Notary Public
Printed Name of Notary: Donna Varco
Commission Number: _____
My Commission Expires: _____



COMMISSIONER OF REVENUE
STATE OF TEXAS
Austin, Texas
Approved: _____
Date: _____



SECTION 12, TOWNSHIP 27 SOUTH, RANGE 15 EAST
 DESCRIPTION

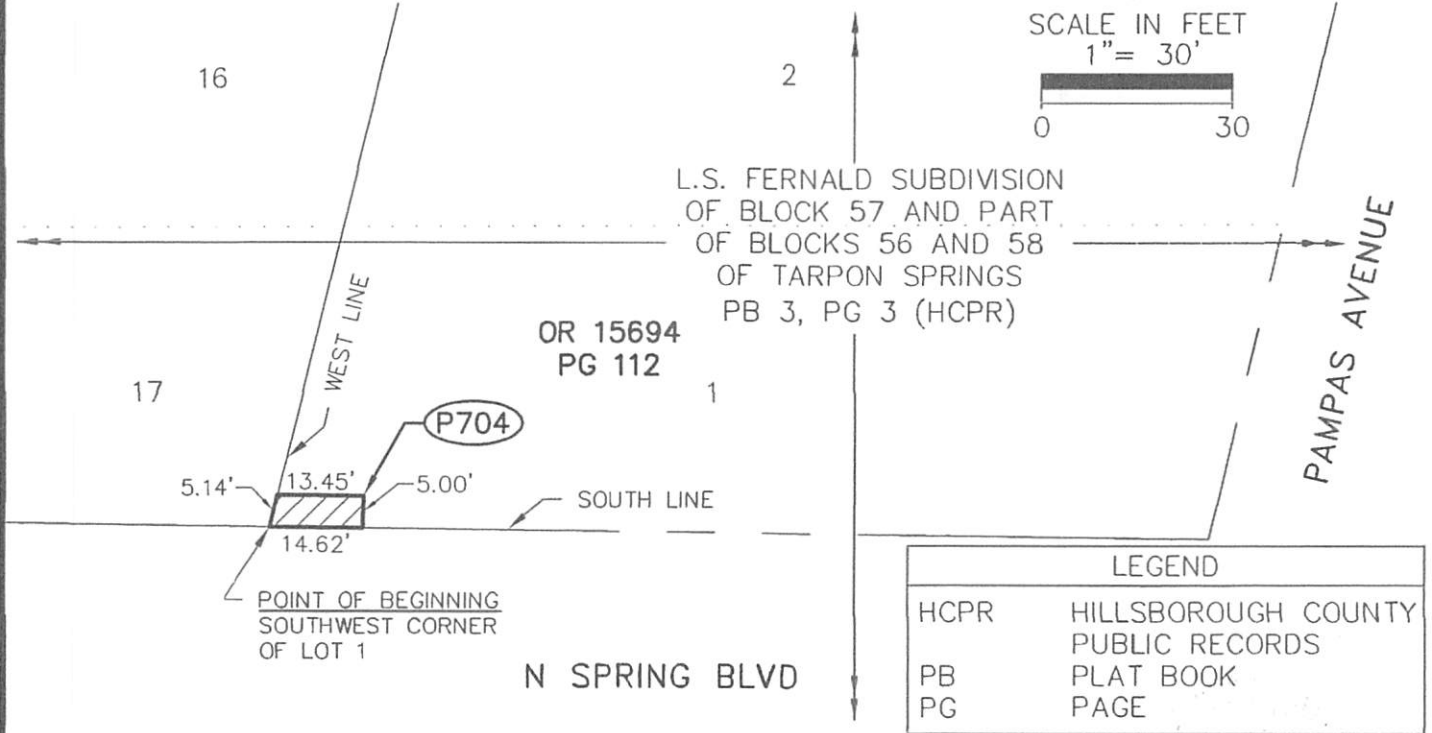
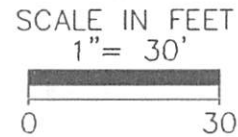
A portion of Lot 1, L.S. FERNALD SUBDIVISION OF BLOCK 57 AND PART OF BLOCKS 56 AND 58 OF TARPON SPRINGS, as recorded in Plat Book 3, Page 3 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, lying in Section 12, Township 27 South, Range 15 East and being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 1 run thence Northerly along the West line thereof, a distance of 5.14 feet; thence Easterly along a line that is 5.00 feet North of and parallel to the South line of said Lot 1, a distance of 13.45 feet; thence Southerly and perpendicular to the said South line, a distance of 5.00 feet to a point on said South line, said point lying 14.62 feet Easterly of the Southwest corner of said Lot 1; thence Westerly along said South line, a distance of 14.62 feet to the POINT OF BEGINNING.

Containing 70 square feet or 0.002 acres more or less.

LEGEND	
OR	OFFICIAL RECORDS BOOK
PG	PAGE

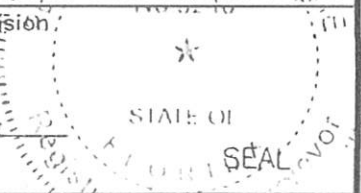
SKETCH - NOT A SURVEY



Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description is invalid without the original signature and seal of the Professional Surveyor and Mapper.

CALCULATED BY: The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.
 RAC
 CHECKED BY: By: Pinellas County Survey and Mapping Division

S.F.N.: 1673
 DATE: 8/2/2021
 PENNY STANDRIDGE SIMONE, LAND SURVEYOR CERTIFICATE NUMBER: 5240
 STATE OF FLORIDA, PHONE # (727) 464-8904



PINELLAS COUNTY
 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328



SECTION 12, TOWNSHIP 27 SOUTH, RANGE 15 EAST

DESCRIPTION

A portion of the grantors track as recorded in Official Records Book 15694, Page 112 of the Public Records of Pinellas County, Florida, being a portion of L.S. FERNALD SUBDIVISION OF BLOCK 57 AND PART OF BLOCKS 56 AND 58 OF TARPON SPRINGS, as recorded in Plat Book 3, Page 3 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, also a portion of Bayou Boulevard, vacated per Official Records Book 18772, Page 1614 of the Public Records of Pinellas County, Florida, and also a portion of the land lying West of and adjacent to said Bayou Boulevard, all lying in Section 12, Township 27 South, Range 15 East and being more particularly described as follows:

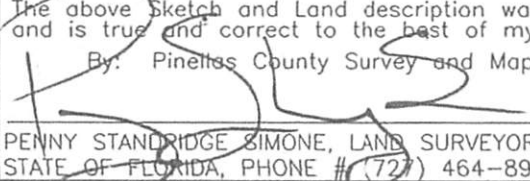
The South 5.00 feet of Lot 17 of said L.S. FERNALD SUBDIVISION OF BLOCK 57 AND PART OF BLOCKS 56 AND 58 OF TARPON SPRINGS.

Together with the South 5.00 feet of said vacated Bayou Boulevard.

Also together with the South 5.00 feet of the lands lying West of and adjacent to said Bayou Boulevard, said lands being bounded on the South by the Westerly extension of the South line of said Lot 17, bounded on the West by the waters edge of Tarpon Bayou and bounded on the North by the Westerly extension of the Northerly line of Lot 13 of said L.S. FERNALD SUBDIVISION OF BLOCK 57 AND PART OF BLOCKS 56 AND 58 OF TARPON SPRINGS.

Containing 998 square feet or 0.023 acres more or less.

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description is invalid without the original signature and seal of the Professional Surveyor and Mapper

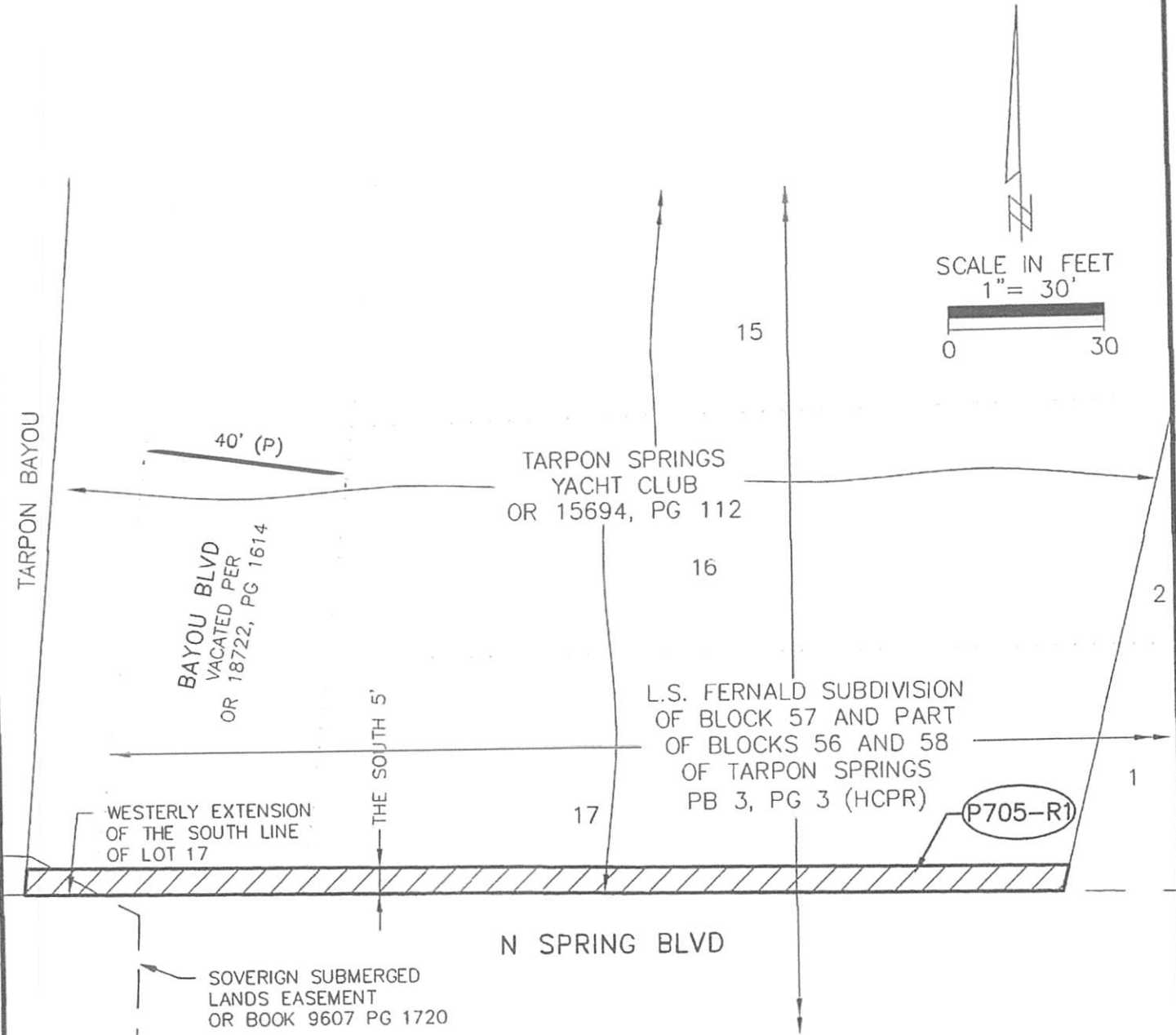
CALCULATED BY: RAC	The above sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.
CHECKED BY: PS	By:  Pinellas County Survey and Mapping Division
S.F.N.: 1673	DATE <u>1-21-2020</u> PENNY STANDRIDGE SIMONE, LAND SURVEYOR CERTIFICATE NUMBER: 5240 STATE OF FLORIDA, PHONE # <u>(727) 464-8904</u>

SEAL

PINELLAS COUNTY
 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328



SECTION 12, TOWNSHIP 27 SOUTH, RANGE 15 EAST
 SKETCH - NOT A SURVEY



LEGEND	
HCPR	HILLSBOROUGH COUNTY PUBLIC RECORDS
OR	OFFICIAL RECORDS BOOK
(P)	PLAT DATA
PB	PLAT BOOK
PG	PAGE

CALCULATED BY:	RAC
CHECKED BY:	PS
S.F.N.:	1673

Parcel No.: P705-R1
 SHEET 2 OF 2

EXHIBIT ___A___