

Prepared by and when
recorded mail 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 31st day of August, 2016, by and between PINELLAS COUNTY whose address is, 509 East Avenue, Clearwater, Florida, 33758, a subdivision of the State of Florida, ("Grantor"), and the City of Largo, Florida, a municipal corporation, whose address is P. O. Box 296, Largo, FL 33779-0296 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property situated within the municipal limits of the City of Largo, Florida ("Grantor's Property"); and

WHEREAS, the Grantee desires a 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

WHEREAS, the Grantor is willing to grant to Grantee a permanent easement over, under, through and across 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 that the City desires to establish an easement of record by entering into this Agreement, which said Easement shall be subordinate to an existing drainage easement encompassing all or a portion of the Easement Area identified herein and located on Grantor's Property; and

WHEREAS, Grantor recognizes that the City desires to establish an easement of record by entering into this Agreement, which said Easement shall be subordinate to an existing drainage easement encompassing all or a portion of the Easement Area identified herein and located on Grantor's Property; and

WHEREAS, Grantor is willing and able 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 "A" 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. 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; however, the aforementioned easement shall be subject and subordinate to an existing drainage easement encompassing all or a portion of the Easement Area identified herein and located on Grantor's Property.

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, on which Grantee intends to construct, install, operate and maintain, 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.

 - 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 "A" and will defend the same easement against the lawful claims of all persons whomsoever.

 - 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 grants of easements, 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.

5. Binding Effect. The foregoing grants of easements 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. In the event of construction, maintenance or repair in the Easement Area by Grantee, Grantor hereby agrees and understands that Grantee is required 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 executed this instrument on the date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY:
PINELLAS COUNTY, FLORIDA

WITNESSES:

Della King
Print Name: Della King

Jo Lugo
Print Name: Jo Lugo

By: Mark S. Woodard
Mark S. Woodard, County Administrator

8/31/16

STATE OF FLORIDA
COUNTY OF PINELLAS

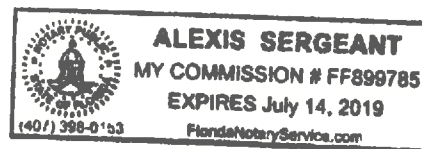
The foregoing instrument was acknowledged before me this 31st day of August, 2016 by Mark S. Woodard, who is personally known to me.

NOTARY
SEAL

Alexis Sergeant
NOTARY
Print Name: Alexis Sergeant

My Commission Expires: 7/14/19 Commission Number: FF899785

THE TERMS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL, EITHER IN OPEN SESSION BY THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, FLORIDA, OR BY ITS COUNTY ADMINISTRATOR THROUGH HIS DELEGATED AUTHORITY, AS APPLICABLE.



APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: Chela [Signature]
Attorney

GRANTEE

CITY OF LARGO, FLORIDA,
a municipal corporation

Shirley A. Frick
Signature of Witness #1

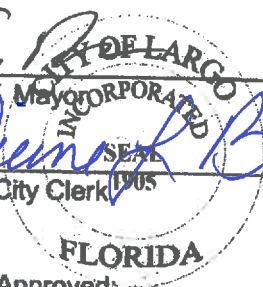
SHIRLEY A. FRICK
Typed/Printed Name of Witness #1

Amy
Signature of Witness #2

Amy Meyers
Typed/Printed Name of Witness #2

By: [Signature]
Louis L. Brown, Mayor

Attest: [Signature]
Diane Bruner, City Clerk



Reviewed and Approved: [Signature]
City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

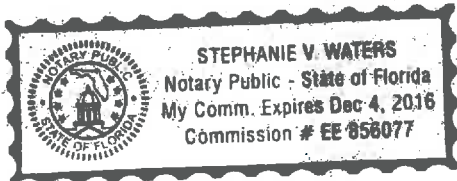
The foregoing instrument was acknowledged before me this 20 day of July, 2016, by Louis L. Brown, as Mayor, of City of Largo, Florida, a municipal corporation, on behalf of the corporation. He is personally known to me or has produced N/A (type of identification) as identification.



Stephanie V. Waters
Signature of Person Taking Acknowledgment

Stephanie V. Waters
Name of Acknowledger Typed, Printed or Stamped

See Stamp
Notarial Serial Number



LEGAL DESCRIPTION

EXHIBIT "A"

A portion of the West 15 feet of the South 330 feet of the Northwest 1/4 of the Northeast 1/4 of Section 4, Township 30 South, Range 16 East,

together with a portion of the East 15 feet of the South 330 feet of the Northeast 1/4 of the Northwest 1/4 of Section 4, Township 30 South, Range 16 East,

together with a portion of the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 30 South, Range 16 East, Pinellas County, Florida,

together with a portion of that part of the Southeast 1/4 of the Northwest 1/4 of Section 4, Township 30 South, Range 16 East, Pinellas County, Florida, lying East of Cross Bayou Canal,

together with a portion of the South 330 feet of Lot 7, PINELLAS GROVES, INC., in the Northeast 1/4 of Section 4, Northwest 1/4 of the Northeast 1/4 of said Section, less the West 15 feet, according to the plat thereof recorded in Plat Book 1, Page 55. Public Records of Pinellas County, Florida,

together with a portion of that part of the South 330 feet of Lot 16 lying East and South of Cross Bayou, of said PINELLAS GROVES, INC., in the Northwest 1/4 of Section 4, Township 30 South, Range 16 East, Pinellas County, Florida,

more particularly described as follows:

From the Northwest corner of the South 330 feet of the Northwest 1/4 of the Northeast 1/4 of Section 4, Township 30 South, Range 16 East as the POINT OF BEGINNING, thence S.89°31'33"E. along the North line of said South 330 feet, 17.10 feet; thence S.00°05'56"W., 126.08 feet; thence WEST, 2.00 feet; thence S.00°05'56"W., 22.00 feet; thence EAST, 2.00 feet; thence S.00°05'56"W., 31.00 feet; thence WEST, 2.00 feet; thence S.00°05'56"W., 22.00 feet; thence EAST, 2.00 feet; thence S.00°05'56"W., 128.93 feet to a point of intersection with the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 4; thence continue S.00°05'56"W., 43.78 feet; thence S.29°49'14"E., 37.04 feet; thence N.89°41'36"W., 28.64 feet; thence N.00°18'24"E., 30.00 feet; thence N.89°41'36"W., 29.94 feet; thence N.00°05'56"E., 45.93 feet to a point of intersection with the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 4; thence continue N.00°05'56"E., 330.01 feet to a point of intersection with the North line of the South 330 feet of the Northeast 1/4 of the Northwest 1/4 of said Section 4; thence S.89°31'27"E. along said North line, 22.90 feet to the POINT OF BEGINNING.

Containing 15,547 square feet, or 0.357 acres, more or less.

Pinellas County, Florida

Reviewed by: CH SBT
 Date: 3-24-16
 SFV#: 501-1503

NOTES


1. Basis of Bearings: S.89°31'33"E. along the North line of the North 330 feet of the Northwest 1/4 of the Northeast 1/4 of Section 4, Township 30 South, Range 16 East (assumed).
2. NOT A BOUNDARY SURVEY.
3. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
4. This sketch is made without the benefit of a title report or commitment for title insurance.
5. 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.
6. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGEND

LB Licensed Business
 LS Land Surveyor

P.B. Plat Book
 PG. Page

PSM Professional Surveyor and Mapper
 R/W Right-of-way

PREPARED FOR: MOSS AND ASSOCIATES		LEGAL DESCRIPTION			BY	DATE	DESCRIPTION
		SECTION 4	TOWNSHIP 30 S.	RANGE 16 E.			
CREW CHIEF	INITIALS	DATE	 <p style="text-align: center;">George F. Young, Inc. 200 DR. MARTIN LUTHER KING JR. STREET N. ST. PETERSBURG, FLORIDA 33701-3128 PHONE (727) 822-4317 FAX (727) 822-2919 LICENSED BUSINESS LB0021 ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH • ST. PETERSBURG • TAMPA</p>		JOB NO.	14002302SS	
DRAWN	WOK	10/25/15			SHEET NO.	1 OF 2	
CHECKED	CAB	10/28/15			October 29, 2015		
FIELD BOOK					DATE		
SCALE	1" = 40'						

FILE: I:\PROJECT\SUR\14002302SS\DWG\14002302SS00SK.DWG

LOGIN: WIMK

LOTTED: 10/30/15 11:52:08

POINT OF BEGINNING
NW CORNER OF THE SOUTH 330 FEET OF THE NW 1/4 OF THE
NE 1/4 OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 16 EAST

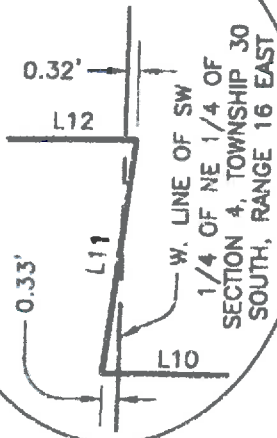
N. LINE OF S. 330' OF NE 1/4
OF NW 1/4 OF SECTION 4

N. LINE OF S. 330' OF NW 1/4
OF NE 1/4 OF SECTION 4

THAT PART OF THE SOUTH
330 FEET OF LOT 16,
PINELLAS GROVES, INC., IN
THE NW 1/4 OF SECTION
4, TOWNSHIP 30 SOUTH,
RANGE 16 EAST LYING EAST
AND SOUTH OF CROSS
BAYOU

SOUTH 330 FEET OF LOT 7,
PINELLAS GROVES, INC., IN
THE NE 1/4 OF SECTION 4,
TOWNSHIP 30 SOUTH,
RANGE 16 EAST

DETAIL
NOT TO SCALE



LINE	LENGTH	BEARING
L1	17.10'	S89°31'33"E
L2	2.00'	WEST
L3	22.00'	S00°05'56"W
L4	2.00'	EAST
L5	31.00'	S00°05'56"W
L6	2.00'	WEST
L7	22.00'	S00°05'56"W
L8	2.00'	EAST
L9	37.04'	S29°49'14"E
L10	28.64'	N89°41'36"W
L11	30.00'	N00°18'24"E
L12	29.94'	N89°41'36"W
L13	22.90'	S89°31'27"E

SOUTH LINE OF THE NE
1/4 OF THE NW 1/4 OF
SECTION 4, TOWNSHIP 30
SOUTH, RANGE 16 EAST

SOUTHWEST CORNER OF THE
NW 1/4 OF THE NE 1/4 OF
SECTION 4, TOWNSHIP 30,
RANGE 16 EAST

SOUTH LINE OF THE NW
1/4 OF THE NE 1/4 OF
SECTION 4, TOWNSHIP 30
SOUTH, RANGE 16 EAST

THAT PART OF THE SE 1/4
OF THE NW 1/4 OF
SECTION 4, TOWNSHIP 30
SOUTH, RANGE 16 EAST
LYING EAST OF CROSS
BAYOU

SEE DETAIL ABOVE LEFT

SW 1/4 OF THE NE 1/4
OF SECTION 4, TOWNSHIP
30 SOUTH, RANGE 16 EAST

PREPARED FOR:
MOSS AND ASSOCIATES

LEGAL DESCRIPTION

SECTION 4 TOWNSHIP 30 S. RANGE 16 E.

REVISION	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	WDK	10/25/15
CHECKED	CAB	10/28/15
FIELD BOOK		
SCALE	1" = 40'	

SEE SHEET ONE OF
TWO FOR SIGNATURE,
SEAL, DESCRIPTION,
LEGEND AND NOTES



George F. Young, Inc.

289 DR. MARTIN LUTHER KING JR. STREET N. ST. PETERSBURG, FLORIDA 33701-3126
PHONE (727) 822-4317 FAX (727) 822-2919
LICENSED BUSINESS LICENSE
ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES
GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH • ST. PETERSBURG • TAMPA

JOB NO.
14002302SS

SHEET NO.
2 OF 2

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