

THIS INSTRUMENT PREPARED BY:

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Saint Petersburg, Florida 33713

**RECIPROCAL EASEMENT, MAINTENANCE AGREEMENT
AND RESTRICTIVE COVENANTS**

THIS RECIPROCAL EASEMENT, MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS (the “Agreement”) is made and entered into as of this ____ day of _____, 2023 (the “Effective Date”), by City of Pinellas Park Community Redevelopment Agency, a Florida dependent special district (“CRA Parcels Owner”), Roger B. Broderick, (“Broderick Parcel Owner”), Vincent Pompei and Melissa Schultz (“Pompei Parcel Owner”) (herein after referred to collectively as “Owners”), and the City of Pinellas Park, a Florida municipal corporation (herein after referred to as “City”).

RECITALS

WHEREAS, City of Pinellas Park Community Redevelopment Agency is the fee simple owner of certain real property located in Pinellas County, Florida, known as Parcel Numbers

28-30-16-71064-013-0160, Street Address 56th Street N;

28-30-16-71064-013-0150, Street Address 5609 Park Boulevard;

28-30-16-71064-013-0130, Street Address 5625/5629 Park Boulevard;

28-30-16-71064-013-0120, Street Address 5663 Park Boulevard;

28-30-16-71064-013-0100 and 28-30-16-71064-013-0090, Street Address 5667 Park Boulevard;

more particularly described in Composite Exhibit 1, attached hereto and made a part of this Agreement by reference (“CRA Parcels”); and

WHEREAS, Roger B. Broderick is the fee simple owner of certain real property located in Pinellas County, Florida, known as Parcel No.

28-30-16-71064-013-0140, Street Address 5619 Park Boulevard

more particularly described in Exhibit 2 attached hereto and made a part of this Agreement by reference (“Broderick Parcel”); and

WHEREAS, Vincent Pompei and Melissa Schultz are the fee simple owners of certain real property located in Pinellas County, Florida, known as Parcel No.

28-30-16-71064-013-0092, Street Address 5681 Park Boulevard

more particularly described in Exhibit 3 attached hereto and made a part of this Agreement by reference ("Pompei Parcel"); and

WHEREAS, the City of Pinellas Park Community Redevelopment Agency anticipates selling the CRA Parcels in the near future and expressly acknowledges that any future owner(s) of CRA Parcel(s) shall, by acceptance of a deed conveying title thereto, accept such deed subject to each and all of the easements, covenants, conditions, restrictions and obligations contained in this Agreement; and

WHEREAS, Broderick Parcel Owner has requested, and CRA Parcels Owner has agreed to grant, a nonexclusive perpetual access easement over, across and through that portion of CRA Parcels that is located within the "Reciprocal Access Easement Area" (herein so called) shown and described in Composite Exhibit 4, attached hereto and made a part of this Agreement by reference (the "CRA Parcels Easement Area"), subject in all events to the terms, provisions, and conditions of this Agreement, for the purpose of vehicular and pedestrian ingress and egress between CRA Parcels, Broderick Parcel and Pompei Parcel; and

WHEREAS, CRA Parcels Owner has requested, and Broderick Parcel Owner has agreed to grant, a nonexclusive perpetual access easement over, across and through that portion of Broderick Parcel that is located within the Reciprocal Access Easement Area (the "Broderick Parcel Easement Area"), shown and described in Exhibit 5, attached hereto and made a part of this Agreement, subject in all events to the terms, provisions, and conditions of this Agreement, for the purpose of vehicular and pedestrian ingress and egress between CRA Parcels, Broderick Parcel and Pompei Parcel; and

WHEREAS, Pompei Parcel Owner has requested, and CRA Parcels Owner and Broderick Parcel Owner have agreed to grant, a nonexclusive, perpetual access easement over, across and through the CRA Parcels Easement Area (Composite Exhibit 4) and the Broderick Parcel Easement Area (Exhibit 5), subject in all events to the terms, provisions, and conditions of this Agreement, for the purpose of vehicular and pedestrian ingress and egress between CRA Parcels, Broderick Parcel and Pompei Parcel; and

WHEREAS, Broderick Parcel Owner has requested, and CRA Parcels Owner has agreed to grant, a nonexclusive perpetual parking easement over, across and through that portion of CRA Parcels that is located within the "Reciprocal Parking Easement Area" (herein so called) as generally shown on Composite Exhibit 4, attached hereto and made a part of this Agreement by reference (the "CRA Parcels Easement Area"), subject in all events to the terms, provisions, and conditions of this Agreement; and

WHEREAS, CRA Parcels Owner has requested, and Broderick Parcel Owner has agreed to grant, a nonexclusive perpetual parking easement over, across and through that portion of Broderick Parcel that is located within the Reciprocal Parking Easement Area, shown and

described in Exhibit 5, attached hereto and made a part of this Agreement by reference (the “Broderick Parcel Easement Area”), subject in all events to the terms, provisions, and conditions of this Agreement; and

WHEREAS, Pompei Parcel Owner has requested, and CRA Parcel Owner and Broderick Parcel Owner have agreed to grant a nonexclusive perpetual parking easement over, across and through the CRA Parcels Easement Area (Composite Exhibit 4) and the Broderick Parcel Easement Area (Exhibit 5), subject in all events to the terms, provisions, and conditions of this Agreement; and

WHEREAS, Broderick Parcel Owner has requested, and CRA Parcels Owner has agreed to grant, a nonexclusive perpetual utility easement over, under, across and through that portion of CRA Parcels that is located within the “Reciprocal Utility Easement Area” (herein so called) as generally shown on Composite Exhibit 4, attached hereto and made a part of this Agreement by reference (the “CRA Parcels Easement Area”), subject in all events to the terms, provisions, and conditions of this Agreement; and

WHEREAS, CRA Parcels Owner has requested, and Broderick Parcel Owner has agreed to grant, a nonexclusive perpetual utility easement over, under, across and through that portion of Broderick Parcel that is located within the Reciprocal Utility Easement Area, shown and described in Exhibit 5, attached hereto and made a part of this Agreement by reference (the “Broderick Parcel Easement Area”), subject in all events to the terms, provisions, and conditions of this Agreement; and

WHEREAS, Pompei Parcel Owner has requested, and CRA Parcel Owner and Broderick Parcel Owner have agreed to grant, a nonexclusive perpetual utility easement over, under, across and through the CRA Parcels Easement Area (Composite Exhibit 4) and the Broderick Parcel Easement Area (Exhibit 5), subject in all events to the terms, provisions, and conditions of this Agreement; and

WHEREAS, Broderick Parcel Owner has requested, and CRA Parcels Owner has agreed, to grant a nonexclusive perpetual drainage easement over, under, across and through that portion of CRA Parcels that is located within the “Reciprocal Drainage Easement Area” (herein so called) as generally shown on Composite Exhibit 4, attached hereto and made a part of this Agreement by reference (the “CRA Parcels Easement Area”), subject in all events to the terms, provisions, and conditions of this Agreement; and

WHEREAS, CRA Parcels Owner has requested, and Broderick Parcel Owner has agreed to grant, a nonexclusive perpetual drainage easement over, under, across and through that portion of Broderick Parcel that is located within the Reciprocal Drainage Easement Area, shown and described in Exhibit 5, attached hereto and made a part of this Agreement by reference (the “Broderick Parcel Easement Area”), subject in all events to the terms, provisions, and conditions of this Agreement; and

WHEREAS, Pompei Parcel Owner has requested, and CRA Parcel Owner and Broderick Parcel Owner have agreed to grant, a nonexclusive perpetual drainage easement over, under, across and through the CRA Parcels Easement Area (Composite Exhibit 4) and the Broderick Parcel

Easement Area (Exhibit 5), subject in all events to the terms, provisions, and conditions of this Agreement; and

WHEREAS, Broderick Parcel Owner has requested, and CRA Parcels Owner has agreed to grant, a nonexclusive perpetual dumpster easement over, across and through that portion of CRA Parcels that is located within the “Reciprocal Dumpster Easement Area” (herein so called) as generally shown on Composite Exhibit 4, attached hereto and made a part of this Agreement by reference (the “CRA Parcels Easement Area”), subject in all events to the terms, provisions, and conditions of this Agreement; and

WHEREAS, CRA Parcels Owner has requested, and Broderick Parcel Owner has agreed to grant, a nonexclusive perpetual dumpster easement over, across and through that portion of Broderick Parcel that is located within the Reciprocal Dumpster Easement Area, shown and described in Exhibit 5, attached hereto and made a part of this Agreement by reference (the “Broderick Parcel Easement Area”), subject in all events to the terms, provisions, and conditions of this Agreement; and

WHEREAS, Pompei Parcel Owner has requested, and CRA Parcel Owner and Broderick Parcel Owner have agreed to grant, a nonexclusive perpetual dumpster easement over, across and through the CRA Parcels Easement Area (Composite Exhibit 4) and the Broderick Parcel Easement Area (Exhibit 5), subject in all events to the terms, provisions, and conditions of this Agreement; and

WHEREAS, the combined CRA Parcels Easement Area and the Broderick Parcel Easement Area represents the Total Easement Area (herein after “Total Easement Area”), as shown in Exhibit 6, attached hereto and made a part of this Agreement, which is the area subject to all the easements granted herein; and

WHEREAS, CRA Parcels, Broderick Parcel and Pompei Parcel are sometimes referred to collectively herein as the “Parcels,” and sometimes individually as a “Parcel.”

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual grants and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to their respective easements, covenants, rights, duties, obligations, restrictions and responsibilities contained herein, and each of the Parties hereby declares that its respective property is to be held and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the provisions hereinafter set forth:

1. Incorporation of Recitals

The foregoing recitals are true and correct and are incorporated herein by reference.

2. Grant of Reciprocal Access Easement

The CRA Parcel Owner and Broderick Parcel Owner hereby grants to the other and to Pompei Parcel Owner, a nonexclusive, perpetual access easement and right of ingress and egress in, on, over, upon and through, to and from the drive aisles and sidewalks on the portion of the granting Party's Parcel within the Total Easement Area for the purposes of providing vehicular and pedestrian ingress and egress for the Parcels to and from each other and 75th Avenue North and 56th Street North. The Reciprocal Access Easement shall be effective on the Effective Date.

3. Use of Reciprocal Access Easement

The Reciprocal Access Easement shall be used by each of the Parties for providing vehicular and pedestrian ingress and egress for its Parcel to and from each other and 75th Avenue North and 56th Street North. Each of the Parties shall comply with all federal, state, municipal, and other laws and ordinances in connection with its use of the Reciprocal Access Easement, and shall not commit any act which shall constitute a nuisance or annoyance to the other Party or for any illegal purpose. No act shall be performed by either Party which would in any manner materially and adversely affect or obstruct the free and continuous use and enjoyment of the Reciprocal Access Easement by the other Party. Each of the Parties agrees that it shall not erect any structures, permanent or otherwise, in the Reciprocal Access Easement Area. Each of the Parties shall have the right to use that portion of the Reciprocal Access Easement Area located on its own Parcel for any purpose which is not in conflict with the Reciprocal Access Easement or any other easement granted herein.

4. Grant of Reciprocal Parking Easement

The CRA Parcel Owner and Broderick Parcel Owner hereby grants to the other and to Pompei Parcel Owner, a nonexclusive perpetual parking easement over, across and through that portion of the granting Party's Parcel within the Total Easement Area (the "Reciprocal Parking Easement"). The Reciprocal Parking Easement shall be effective on the Effective Date.

5. Use of Reciprocal Parking Easement

The Reciprocal Parking Easement shall be used by each of the Parties only for parking associated with the business or other lawful use conducted on its Parcel. Each of the Parties shall

comply with all federal, state, municipal, and other laws and ordinances in connection with its use of the Reciprocal Parking Easement, and shall not commit any act which shall constitute a nuisance or annoyance to the other Party or for any illegal purpose. No act shall be performed by either Party which would in any manner materially adversely affect or obstruct the free and continuous use and enjoyment of the Reciprocal Parking Easement by the other Party. Each of the Parties agrees that it shall not erect any structures, permanent or otherwise, in the Reciprocal Parking Easement Area. The storage of vehicles or trailers for periods of more than 24 hours is expressly prohibited. All designated parking spaces within the Easement Area must remain accessible for the use of all Parties for shared parking purposes. Each of the Parties shall have the right to use that portion of the Reciprocal Parking Easement Area located on its own Parcel for any purpose which is not in conflict with the Reciprocal Access Easement or any other easement granted herein.

6. Grant of Reciprocal Utility Easement

The CRA Parcel Owner and Broderick Parcel Owner hereby grants to the other and to Pompei Parcel Owner, a nonexclusive perpetual utility easement over, under, across and through that portion of the granting Party's Parcel within the Total Easement Area (the "Reciprocal Utility Easement"). The Reciprocal Utility Easement shall be effective on the Effective Date.

7. Use of Reciprocal Utility Easement

The Reciprocal Utility Easement shall be used by the Parties solely for the construction, installation, operation, repair, maintenance and/or replacement of utilities, including but not limited to sanitary sewer, reclaimed water and irrigation facilities, within the Easement Area. Each of the Parties shall comply with all federal, state, municipal, and other laws and ordinances in connection with its use of the Reciprocal Utility Easement, and shall not commit any act which shall constitute a nuisance or annoyance to the other Party or for any illegal purpose. No act shall be performed by either Party which would in any manner materially and adversely affect or obstruct the free and continuous use and enjoyment of the Easement Area by the other Party. Each of the Parties agrees that it shall not erect any structures, permanent or otherwise, in the Reciprocal Utility Easement Area. Each of the Parties shall have the right to use that portion of the Reciprocal Utility Easement Area located on its own Parcel for any purpose which is not in conflict with the Utility Easement or any other easement granted herein.

8. Grant of Reciprocal Drainage Easement

The CRA Parcel Owner and Broderick Parcel Owner hereby grants to the other and to Pompei Parcel Owner, a nonexclusive perpetual drainage easement over, under, across and through that portion of the granting Party's Parcel within the Total Easement Area (the "Reciprocal Drainage Easement"). The Reciprocal Drainage Easement shall be effective on the Effective Date.

9. Use of Reciprocal Drainage Easement

The Reciprocal Drainage Easement shall be for the purpose of drainage of surface water and stormwater, and the right to construct, install, maintain, replace or repair on the Easement Area such drainage structures and facilities as necessary. Each of the Parties shall comply with all federal, state, municipal, and other laws and ordinances in connection with its use of the Reciprocal Drainage Easement, and shall not commit any act which shall constitute a nuisance or annoyance to the other Party or for any illegal purpose. Each of the Parties shall have the right to use that portion of the Reciprocal Drainage Easement Area located on its own Parcel for any purpose which is not in conflict with the Reciprocal Drainage Easement or any other easement granted herein.

10. Grant of Reciprocal Dumpster Easement

The CRA Parcel Owner and Broderick Parcel Owner hereby grants to the other and to Pompei Parcel Owner, a nonexclusive perpetual dumpster easement over, across and through that portion of the granting Party's Parcel within the Total Easement Area (the "Reciprocal Dumpster Easement"). The Reciprocal Dumpster Easement shall be effective on the Effective Date.

11. Use of Reciprocal Dumpster Easement

The Reciprocal Dumpster Easement shall be for the purpose of construction, maintenance and operation of two service areas for the collection, storage and removal of debris, filth, refuse and recyclable materials and the use of two shared dumpsters and other storage containers in connection therewith. Each of the Parties shall comply with all federal, state, municipal, and other laws and ordinances in connection with its use of the Reciprocal Dumpster Easement, and shall not commit any act which shall constitute a nuisance or annoyance to the other Party or for any illegal purpose.

12. Indemnity

Each of the Parcel Owners shall indemnify and defend the other against and save it harmless from, any and all claims, actions, damages, liability and expense (including, but not limited to, reasonable attorneys' fees) in connection with personal injury, loss of life, or property or other damage arising from or out of the indemnifying party's breach of this Agreement or use of any of the easements granted by the other Party pursuant to this Agreement (collectively, the "Easements") except to the extent of the negligence or willful misconduct of such indemnified

Party, its licensees, agents, or employees. This paragraph is specific to the Parcel Owners and does not apply to the City.

13. Exception: Special Events Permitted by the City of Pinellas Park

Nothing contained in this Reciprocal Easement, Maintenance Agreement and Restrictive Covenants shall be deemed to prohibit the erection of any temporary structures as may be allowed by the City of Pinellas Park during the holding of any special events, such as Art Walks, etc., as may be allowed pursuant to the issuance of a Temporary Event Permit by the City of Pinellas Park, Florida.

14. Maintenance and Repair of Reciprocal Access, Parking, Utility, Drainage and Dumpster Easement Areas

A. General Obligation for Maintenance and Repair. Subject to Section 12 of this Agreement, each of the Parties shall be responsible, consistent with customary and reasonable practices of prudent commercial property owners with respect to similarly situated properties utilized for similar purposes in Pinellas Park, for the maintenance, repair, replacement and operation (including, without limitation, prevention as to any sidewalks, drive aisles or parking areas) of any portion of the Reciprocal Access Easement Area, Reciprocal Parking Easement Area, Reciprocal Utility Easement Area, Reciprocal Drainage Easement Area and Reciprocal Dumpster Easement Area (inclusive of any improvements thereto or located thereon) (the “Reciprocal Easement Maintenance and Repair Obligations”). In connection with the performance of a Party’s Reciprocal Easement Maintenance and Repair Obligations set forth in this Section 14, each Party shall use reasonable efforts: (a) to minimize interference with the operations of the business located on the other Parcels; (b) to not materially and adversely obstruct or impede vehicular or pedestrian access to and from each Parcel and 75th Avenue North and 56th Street North; (c) to not materially diminish the benefits afforded to the other Parties by this Agreement; (d) to not unreasonably interrupt the other Party’s use of the Easements benefitting such other Party and its Parcel; (e) to not materially increase the burdens or costs imposed upon the other Parties or reduce the utility of the other Parties’ Parcel(s); and (f) to not cause noncompliance of the other Parties’ Parcel(s) (or any improvements thereon) or such other Party with any applicable laws. Any Party performing any maintenance within the Total Easement Area which could affect another Parcel (including, without limitation, any restriction or interruption of vehicular or pedestrian access or parking or other interference with the business operations of another Party) shall provide reasonable advance written notice (except in the case of bona fide emergency) to the other Party stating the scope of the work to be performed, the date on which the work will commence and the date the work is expected to be completed. To the extent any landscaping and/or any improvements, including materials related thereto, are damaged or disturbed in undertaking the construction, installation, operation, repair, maintenance and/or replacement of the shared utilities or drainage structures, the Parties shall be responsible to restore such landscaping and/or improvements (as the case may be) with like-kind

landscaping and/or improvements in the impacted areas to a condition no less than its condition immediately prior to such damage or disturbance. In the event a Party is performing installation, operation, repair, maintenance and/or replacement of utilities that only benefit the Party's own parcel, the Party performing such work shall be responsible to restore such landscaping and/or improvements (as the case may be) with like-kind landscaping and/or improvements in the impacted areas to a condition no less than its condition immediately prior to such damage or disturbance at its sole cost and expense. Neither the City of Pinellas Park nor the City of Pinellas Park Community Redevelopment Agency shall have any affirmative maintenance obligations or responsibilities related to the Total Easement Area.

B. Shared Parking Agent. A shared parking agent (the "Shared Parking Agent") shall be elected by a majority of the Parcel owners, will serve a term as agreed to by the Parcel owners, and can be replaced or renewed at any time by a simple majority vote of the Parcel owners. The Shared Parking Agent shall be responsible for monitoring the condition of the Total Easement Area and initiating maintenance activities as needed to maintain the shared parking lot and associated improvements (including but not limited to the shared utilities, landscaping, drainage, and dumpster areas) in accordance with all applicable laws and ordinances.

C. Cost Sharing. A majority vote of Parcel owners is required for any repair, maintenance, or improvements and to accept the bid for any repair/maintenance/improvement contract. Before authorizing expenditures for repairs, maintenance or improvements, Parcel owners will be notified by the Shared Parking Agent, cost estimates will be provided, and a majority agreement will be required. All costs and expenses shall be evenly borne by the owners of the Parcels described in Exhibits 1, 2 and 3, which are subject to and benefit from this Agreement (i.e. each parcel is responsible for 1/7 of the total cost and expense of any necessary repair, maintenance, or improvements). If any Parcel owner performs improvements, maintenance, repairs, or replacements without the approval of the other Parcel owners prior to performing such work, then the Parcel owner performing such work shall become liable for the entire cost of such work, unless such work is deemed an emergency.

D. Lien for Maintenance, Repair or Replacement. The Parcel owner performing the maintenance, repair or replacement shall invoice the non-performing parcel owners for their share of the costs. Such invoice shall be immediately due and payable to the performing party and shall be paid within thirty (30) days of receipt. In the event of a failure of timely payment the performing party shall have a lien on the non-performing party's land for the amount of the invoice, plus interest, plus attorney's fees incurred in the collection of the debt. The performing party shall have the right to file a lien on the land of the non-conforming party in the same manner of Chapter 713 Florida Statutes and shall have the right to enforce and foreclose on such lien in accordance with the statute.

15. Cost Sharing of Reclaimed Water and Solid Waste Bill

Each of the 7 Parcels described in Exhibit 1, 2 and 3, which are subject to and benefit from this Agreement, will be evenly responsible for 1/7 of the total cost and expense of the reclaimed water bill and solid waste bill (i.e. each parcel of the parcels is responsible for 1/7 of the total

cost and expense). The Shared Parking Agent will be responsible for payment of such bill(s), and informing each Parcel owner in writing the amount due each month. Notice to the Parcel owners must include a copy of the monthly bill(s). All Parcel owners must pay their portion of the bill within five (5) business days of receipt of such invoice/notice from the Shared Parking Agent. In the event an Owner does not remit payment within the five (5) required business days, the Shared Parking Agent shall have the right to lien the non-paying parcel Owner's land in conformance with Paragraph 14.D.

16. Notices

Parcel owners under this Agreement shall be notified by mail or in person. If an address of a Parcel owner is not known, a certified notice will be mailed to the mailing address listed for the parcel owner on the Pinellas County Property Appraiser's website. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) on the date notice is provided by hand delivery, or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with an expedited, overnight courier service (such as, by way of example, but not limitation, by U.S. Express Mail, FedEx, or similar overnight delivery service), addressed to the party to whom notice is intended to be given.

17. Covenant Running with the Land

Each of the Easements, covenants and restrictions shall be deemed to be a covenant running with the land, and the rights and obligations stated herein with respect to such Easements shall be binding on the Parties and their respective heirs, successors, and assigns. The Pinellas Park Community Redevelopment Agency shall cause this Agreement to be recorded in the Official Records of Pinellas County, Florida, following the full execution of this Agreement. Each of the Easements, in addition to benefiting the benefited Parcel, shall be for the use and benefit of the then-owner's ground lessees, lessees, tenants, licensees, employees, invitees, agents, contractors, independent contractors, customers and guests.

18. Imposition of all Conditions, Restrictions and Obligations on Own Land

Each of the Parties hereby imposes all the conditions, restrictions and obligations contained in this Agreement on all parcels owned by such party at the time of this Agreement (Exhibits 1, 2 and 3) which are subject to this Agreement, and expressly agrees that such conditions, restrictions and obligations shall be deemed to run with the land and be binding on the Parties and their respective heirs, successors, and assigns as described in Paragraph 16 above.

19. Limitation of Liability

Notwithstanding anything herein to the contrary, neither Party shall have any liability hereunder for any expense or obligation whatsoever, unless such liability accrues while the relevant Party is the owner of record of the relevant Parcel. Any action brought by either Party to enforce the terms of this Agreement shall only be brought against the entity that owned the other Parcel(s) the time the cause of action accrued, except that if the liability is of a continuing nature, then any Party who was a Parcel owner during such continuing period may be liable for such damage that occurred during its tenure as a Parcel owner.

20. Acceptance

Each Party, on behalf of itself and its successors and assigns, does accept the grant of the Easements benefitting its Parcel(s) made by this Agreement upon the terms and conditions herein set forth. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto, whether from an original party or from a subsequent owner of any Parcel, shall accept such deed subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and person representatives, covenant, consent and agree to and with the other parties, to keep, observes, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

21. Miscellaneous

A. All headings, captions and titles contained in this Agreement are intended for convenience of reference only and are not to be deemed or interpreted as a summary of the provisions to which they pertain or as a construction thereof.

B. If any provision of this Agreement shall be deemed to be invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of this Agreement. This Agreement represents the final agreement between the Parties as to the subject matter described herein and may only be amended by a written instrument signed and notarized by all Parties and the City and recorded in the Official Records of Pinellas County, Florida.

C. This Agreement may be executed in counterparts, and when executed by all Parties shall constitute one and the same instrument.

D. Each Party covenants for itself that it has the full right and authority to enter into this Agreement according to the terms hereof.

E. The Effective Date of this Agreement shall be the later of (i) full and final execution of this Agreement by all Parties; and (ii) the signed written consent and joinder to this Agreement by all existing secured lienholders of the Parties.

F. Each Party agrees to secure and keep in force from and after the date hereof, at its own cost and expense insurance with such coverage and in such amounts as it deems commercially appropriate. Notwithstanding anything herein to the contrary, each Party agrees to secure and keep in force from and after the date hereof, at its own cost and expense Commercial General Liability Insurance on a per occurrence basis with a limit of liability in an amount of at least One Million Dollars (\$1,000,000). The other Parties and their secured lenders and other designees shall be additional insured on such policy as it applies to the insuring Party's parcel. Certificates evidencing such insurance shall be provided promptly following a Party's written request.

G. The parties will do any and all further acts necessary or reasonably required to effectuate the transactions contemplated herein, including executing, acknowledging, delivering, filing and recording any and all documents and instruments as the other party may reasonably request to fully perfect the rights of such party under this Agreement. The Parties will cooperate with each other in preparing reports, instruments and documents which, in the opinion of any Party, are reasonably required by any statute, rule or regulation or order of any governmental or administrative body in connection with the transactions contemplated herein.

H. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflicts of laws provisions. Venue for any action for the interpretation or enforcement of this Agreement shall lie only in Pinellas County, Florida.

I. Except as otherwise expressly set forth in this Agreement, in the event of a breach of this Agreement by either Party (for purposes hereof, the "Defaulting Party"), which breach remains uncured for a period of more than thirty (30) days after written notice from the non-Defaulting Party (except in the event of an emergency), the non-Defaulting Party shall have all rights and remedies available to it at law, in equity or hereunder, including, without limitation, injunctive relief and the recovery of its reasonable attorneys' fees and court costs.

J. Waiver of Strict Construction Against Drafting Party. Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of the Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel and the negotiation of changes in language in any provision deemed unsuitable or inadequate as initially written, and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

K. Release. This Agreement may not be amended or released without the written consent of the City of Pinellas Park, Florida and the City of Pinellas Park Community Redevelopment Agency.

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[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, CRA Parcels Owner has executed and delivered this Reciprocal Easement Agreement as of the date written.

CRA PARCELS OWNER:

City of Pinellas Park Community Redevelopment Agency, a Florida dependent special district

Signed, sealed and delivered
in the presence of:

Sign

PINELLAS PARK COMMUNITY
REDEVELOPMENT AGENCY

Print

Sign

By: _____
Patricia Reed, Chairperson
Dated: _____

Print

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Patricia Reed, as Chairperson of the City of Pinellas Park Community Redevelopment Agency, who is personally known to me, and sworn to and subscribed before me by the witnesses, _____, who is personally known to me, and _____, who is personally known to me, and subscribed by me in the presence of the Grantor and the subscribing witnesses, all on this ____ day of _____, 2023.

WITNESS my official hand and seal at Pinellas Park, Pinellas County, Florida, this day of _____, 2023.

NOTARY PUBLIC
My Commission Expires:

IN WITNESS WHEREOF, Broderick Parcel Owner, has executed and delivered this Reciprocal Easement Agreement as of the date written.

BRODERICK PARCEL OWNER:

Roger B. Broderick

Signed, sealed and delivered
in the presence of:

Sign Roger B. Broderick

Print

Sign By: _____
Roger B. Broderick

Print Dated: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Roger B. Broderick, who is personally known to me, and sworn to and subscribed before me by the witnesses, _____, who is personally known to me, and _____, who is personally known to me, and subscribed by me in the presence of the Grantor and the subscribing witnesses, all on this _____ day of _____, 2023.

WITNESS my official hand and seal at Pinellas Park, Pinellas County, Florida, this day of _____, 2023.

NOTARY PUBLIC
My Commission Expires:

IN WITNESS WHEREOF, Pompei Parcel Owner, has executed and delivered this Reciprocal Easement Agreement as of the date written.

POMPEI PARCEL OWNER:

Vincent Pompei and Melissa Schultz

Signed, sealed and delivered by both
Vincent Pompei and Melissa Schultz
in the presence of:

Sign

Vincent Pompei

Print

By: _____
Vincent Pompei
Dated: _____

Sign

Melissa Schultz

Print

By: _____
Melissa Schultz
Dated: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of ____, 2023, by Vincent Pompei and Melissa Schultz, who are personally known to me, and sworn to and subscribed before me by the witnesses, _____, who is personally known to me, and _____, who is personally known to me, and subscribed by me in the presence of the Grantors and the subscribing witnesses, all on this ____ day of ____, 2023.

WITNESS my official hand and seal at Pinellas Park, Pinellas County, Florida, this day of ____, 2023.

NOTARY PUBLIC
My Commission Expires:

IN WITNESS WHEREOF, the City of Pinellas Park, has executed and delivered this Reciprocal Easement Agreement as of the date written.

City of Pinellas Park, a Florida municipal corporation

Signed, sealed and delivered
in the presence of:

Sign City of Pinellas Park

Print

Sign By: _____
Sandra Bradbury, Mayor

Print Dated: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Sandra Bradbury, as Mayor of the City of Pinellas Park, who is personally known to me, and sworn to and subscribed before me by the witnesses, _____, who is personally known to me, and _____, who is personally known to me, and subscribed by me in the presence of Sandra Bradbury and the subscribing witnesses, all on this ____ day of _____, 2023.

WITNESS my official hand and seal at Pinellas Park, Pinellas County, Florida, this day of _____, 2023.

NOTARY PUBLIC
My Commission Expires:

EXHIBIT 1

CRA PARCELS

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST

SKETCH AND DESCRIPTION

SUBJECT PARCEL ID: 28-30-16-71064-013-0160

(NO ADDRESS, VACANT)

LEGAL DESCRIPTION:

LOT 16, LESS THE EAST 3.80 FEET THEREOF FOR ROAD AND TOGETHER WITH THE EAST 4.08 FEET OF LOT 15, LESS THE NORTH 8 FEET OF EACH FOR ROAD, BLOCK 13, PLAT OF PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 91-92 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

CONTAINING 8224 SQUARE FEET OR 0.188 ACRES MORE OR LESS.

THIS DESCRIPTION AND SKETCH IS BASED ON THE
RECORDED PLAT, EXISTING DEED OF
RECORD AND PROVIDED FIELD GEOMETRY

EXISTING EASEMENTS OF RECORD NOT SHOWN FOR
CLARITY

PREPARED: 2/28/23

FOR: PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

THIS IS NOT A SURVEY

This Legal Description and Sketch was prepared without the benefit of a title search and is subject to all easements, rights-of-way, and other matters of record.

NOTE: Legal Description and Sketch not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job: 2211-58-1A
Drawn: DS

I hereby certify that the Legal Description and Sketch represented hereon meets the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

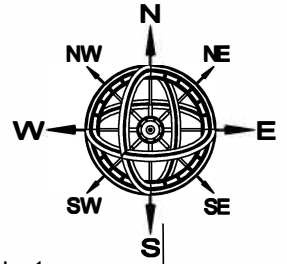
SHEET 1 OF 2

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST

SKETCH OF DESCRIPTION

SUBJECT PARCEL ID: 28-30-16-71064-013-0160

(NO ADDRESS, VACANT)

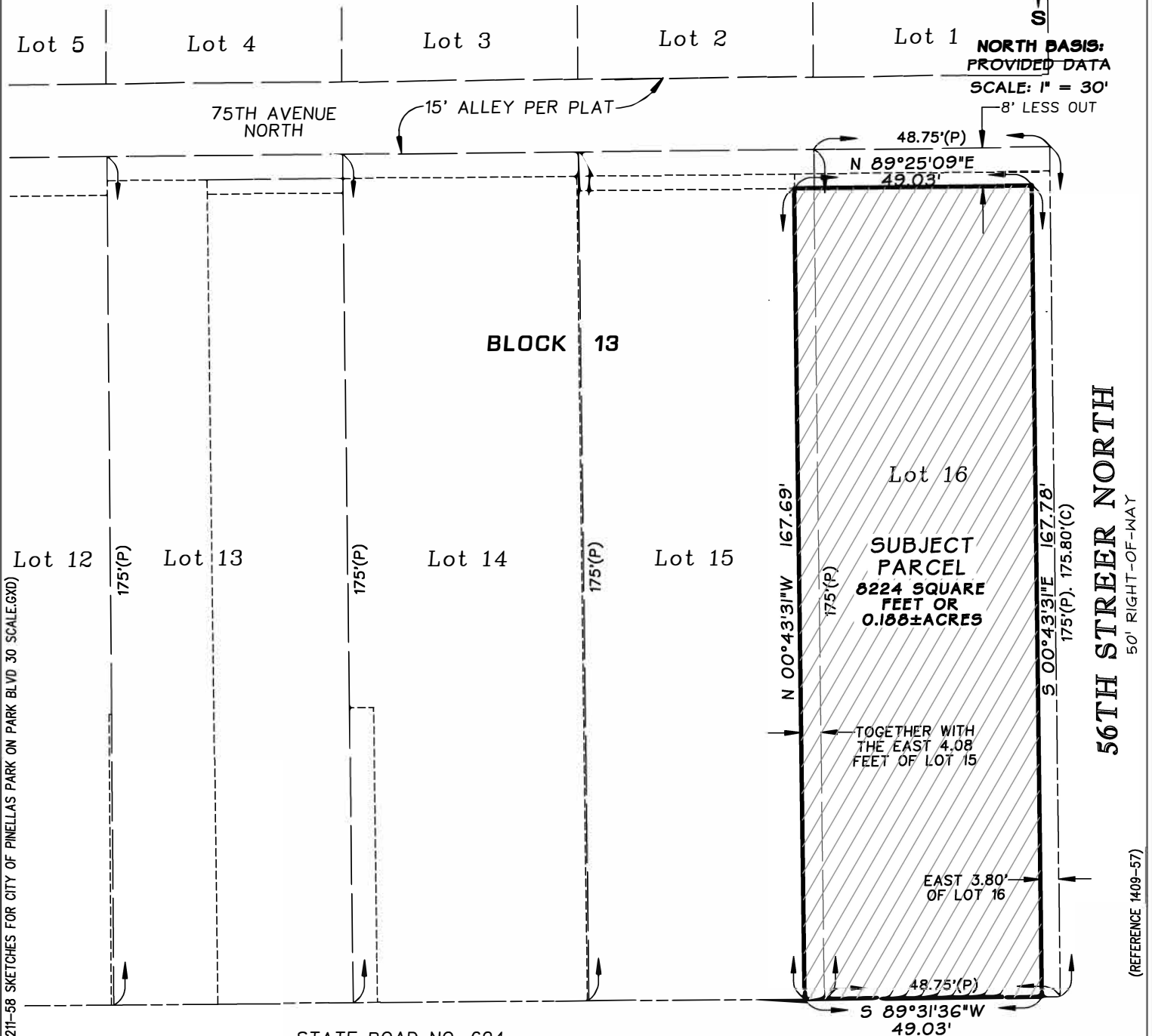


NORTH BASIS:

PROVIDED DATA

SCALE: 1" = 30'

8' LESS OUT



STATE ROAD NO. 694
74TH AVENUE NORTH
PARK BOULEVARD
100' RIGHT-OF-WAY

THIS IS NOT A SURVEY

Basis of Bearings:

NORTH RIGHT-OF-WAY LINE OF PARK BOULEVARD AS BEING S.89°31'36"W., PER PROVIDED GEOMETRY.

FOR: PINELLAS PARK COMMUNITY
REDEVELOPMENT AGENCY

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 2 OF 2

Job: 2211-58-1A
Drawn: DS

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH AND DESCRIPTION

SUBJECT PARCEL ID: 28-30-16-71064-013-0150
5609 PARK BOULEVARD

LEGAL DESCRIPTION:

THE WEST 44.67 FEET OF LOT 15 TOGETHER WITH THE EAST 0.33 FEET OF LOT 14, LESS THE NORTH 8 FEET OF EACH FOR ROAD, BLOCK 13, PLAT OF PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 91-92 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

CONTAINING 7544 SQUARE FEET OR 0.173 ACRES MORE OR LESS.

THIS DESCRIPTION AND SKETCH IS BASED ON THE
RECORDED PLAT, EXISTING DEED OF
RECORD AND PROVIDED FIELD GEOMETRY

EXISTING EASEMENTS OF RECORD NOT SHOWN FOR
CLARITY

PREPARED: 2/20/23

FOR: PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

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NOTE: Legal Description and Sketch not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

I hereby certify that the Legal Description and Sketch represented hereon meets the requirements of Chapter 5J-11, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor Registration No. 4601
Certificate of Authorization No. 760

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 2

(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

(REFERENCE 1409-57)

Job: 2211-58-2A
Drawn: DS

Composite Exhibit 1

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH AND DESCRIPTION

SUBJECT PARCEL ID: 28-30-16-71064-013-0130
5625/5629 PARK BOULEVARD

LEGAL DESCRIPTION:

THE EAST 28.08 FEET OF LOT 13, LESS THE NORTH 8 FEET FOR ROAD, TOGETHER WITH THE WEST 5 FEET OF THE SOUTH 61 FEET OF LOT 14, BLOCK 13, PLAT OF PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 91-92 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

CONTAINING 5008 SQUARE FEET OR 0.115 ACRES MORE OR LESS.

THIS DESCRIPTION AND SKETCH IS BASED ON THE
RECORDED PLAT, EXISTING DEED OF
RECORD AND PROVIDED FIELD GEOMETRY

EXISTING EASEMENTS OF RECORD NOT SHOWN FOR
CLARITY

PREPARED: 2/20/23

FOR: PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

THIS IS NOT A SURVEY

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I hereby certify that the Legal Description and Sketch represented hereon meets the requirements of Chapter 33-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 2

(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

(REFERENCE 1409-57)

Job: 2211-58-4A
Drawn: DS

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST

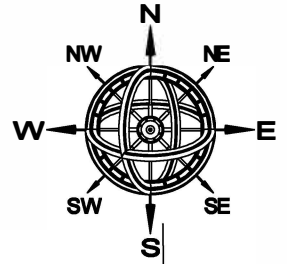
SKETCH OF DESCRIPTION

SUBJECT PARCEL ID: 28-30-16-71064-013-0130

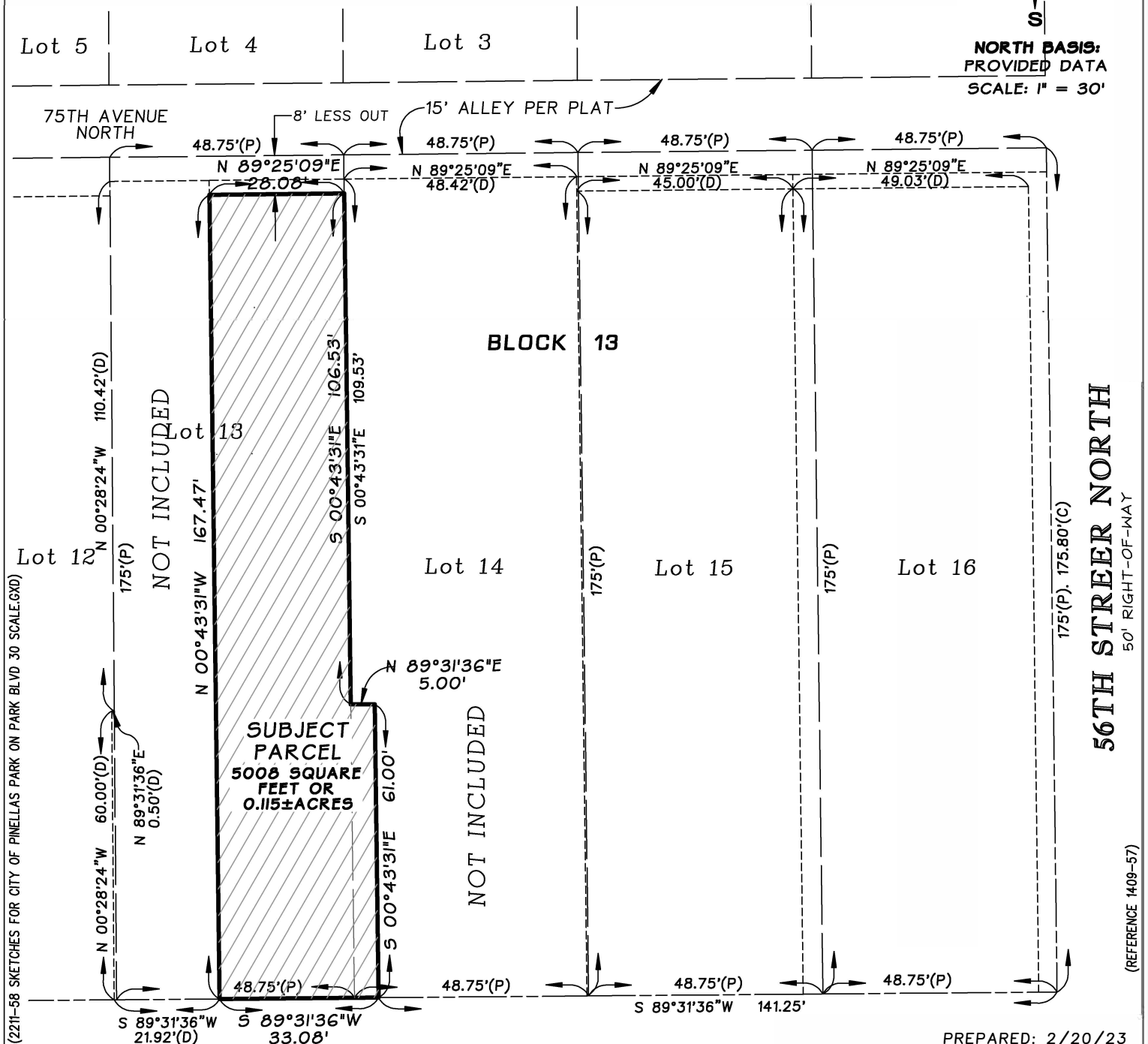
5625/5629 PARK BOULEVARD

ABBREVIATIONS:

(D) = DEED
(M) = MEASURED
(P) = PLAT



NORTH BASIS:
PROVIDED DATA
SCALE: 1" = 30'



THIS IS NOT A SURVEY

Basis of Bearings: 100' RIGHT-OF-WAY
NORTH RIGHT-OF-WAY LINE OF PARK BOULEVARD AS
BEING S.89°31'36"W., PER PROVIDED GEOMETRY.

FOR: PINELLAS PARK COMMUNITY
REDEVELOPMENT AGENCY

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 2 OF 2

Job: 2211-58-4A
Drawn: DS

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH AND DESCRIPTION

SUBJECT PARCEL ID: 28-30-16-71064-013-0120
5663 PARK BOULEVARD

LEGAL DESCRIPTION:

LOT 12, LESS THE NORTH 8 FEET FOR ROAD AND LESS THE EAST 0.5 FEET OF THE SOUTH 60 FEET THEREOF, BLOCK 13, PLAT OF PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 91-92 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

CONTAINING 8129 SQUARE FEET OR 0.186 ACRES MORE OR LESS.

THIS DESCRIPTION AND SKETCH IS BASED ON THE
RECORDED PLAT, EXISTING DEED OF
RECORD AND PROVIDED FIELD GEOMETRY

EXISTING EASEMENTS OF RECORD NOT SHOWN FOR
CLARITY

PREPARED: 2/16/23

FOR: PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

THIS IS NOT A SURVEY

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NOTE: Legal Description and Sketch not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

I hereby certify that the Legal Description and Sketch represented hereon meets the requirements of Chapter 33-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 2

(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

(REFERENCE 1409-57)

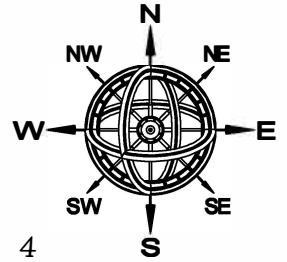
Job: 2211-58-6A
Drawn: DS

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST

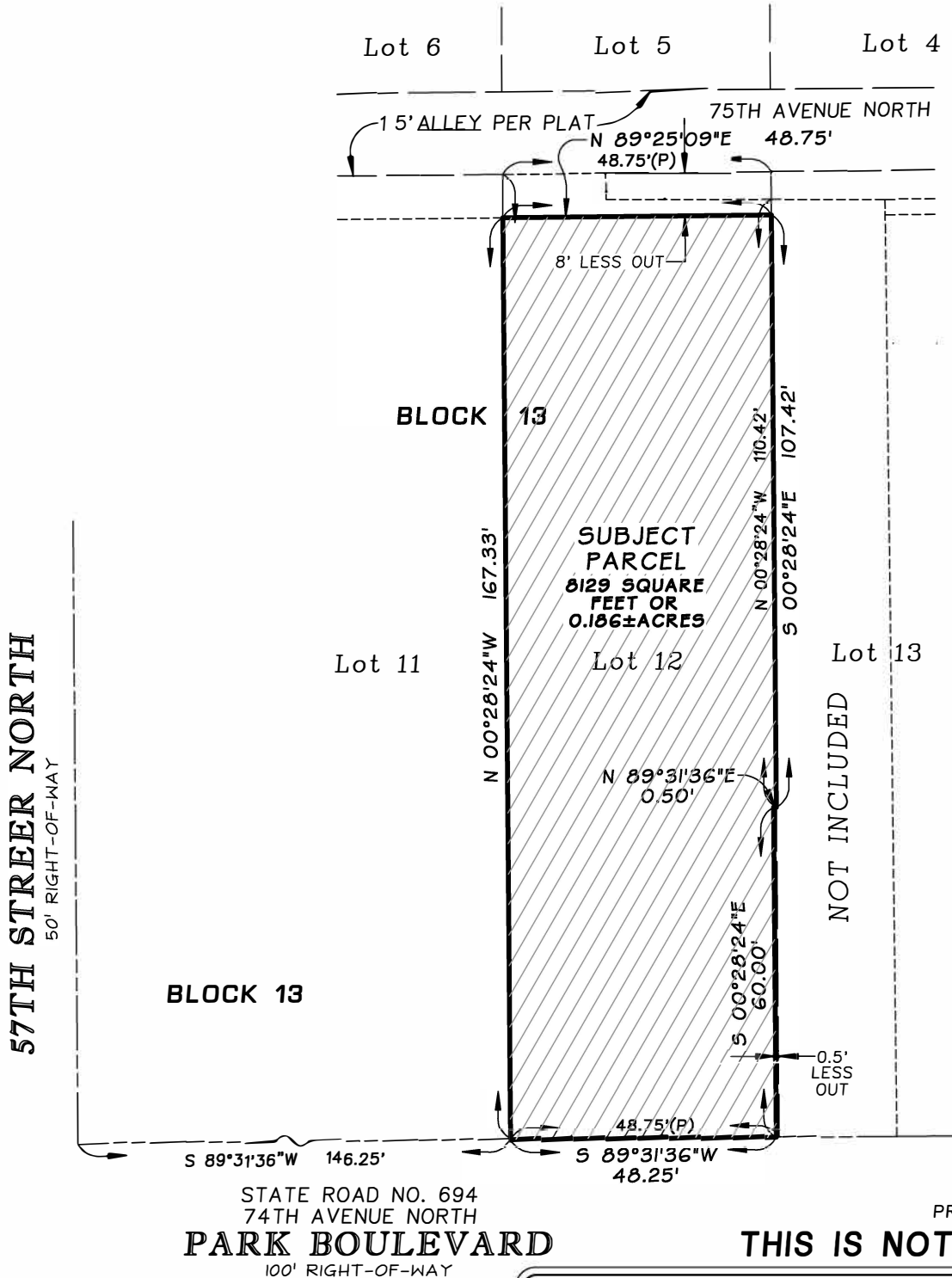
SKETCH OF DESCRIPTION

SUBJECT PARCEL ID: 28-30-16-71064-013-0120

5663 PARK BOULEVARD



NORTH BASIS:
PROVIDED DATA
SCALE: 1" = 30'



(REFERENCE 1409-57)

(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

PREPARED: 2/16/23

THIS IS NOT A SURVEY

Job: 2211-58-6A
Drawn: DS

Basis of Bearings:

NORTH RIGHT-OF-WAY LINE OF PARK BOULEVARD AS
BEING S.89°31'36"W., PER PROVIDED GEOMETRY.

FOR: PINELLAS PARK COMMUNITY
REDEVELOPMENT AGENCY

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 2 OF 2

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH AND DESCRIPTION

SUBJECT PARCEL ID: 28-30-16-71064-013-0100
5667 PARK BOULEVARD

LEGAL DESCRIPTION:

THE WEST 0.75 FEET OF THE EAST 40 FEET OF THE NORTH 67 FEET OF LOT 10 AND THE EAST 39.25 FEET OF LOT 10 AND ALL OF LOT 11, BLOCK 13, PLAT OF PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 91-92 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, LESS THE NORTH 8 FEET OF THE ABOVE DESCRIBED.

TOGETHER WITH THE SOUTH 59 FEET OF THE NORTH 67 FEET OF THE EAST 23.75 FEET OF LOT 9 AND THE SOUTH 59 FEET OF THE NORTH 67 FEET OF THE WEST 8.75 FEET OF LOT 10, BLOCK 13, PLAT OF PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 91-92 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

ALL THE ABOVE DESCRIBED CONTAINING 16,679 SQUARE FEET OR 0.382 ACRES MORE OR LESS.

THIS DESCRIPTION AND SKETCH IS BASED ON THE
RECORDED PLAT AND PROVIDED FIELD GEOMETRY

EXISTING EASEMENTS OF RECORD NOT SHOWN FOR
CLARITY

REVISED: 3/08/23
PREPARED: 2/01/23

FOR: PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

THIS IS NOT A SURVEY

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I hereby certify that the Legal Description and Sketch represented hereon meets the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
STATE OF FLORIDA
JOHN O. BRENDLA
Florida Surveyors Registration No. 4601
Certificate of Authorization No. 760
LICENSED SURVEYOR & MAPPER

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 2

(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

(REFERENCE 1409-57)

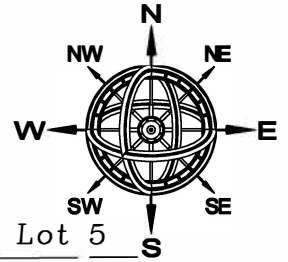
Job: 2211-58-7A
Drawn: DS

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST

SKETCH OF DESCRIPTION

SUBJECT PARCEL ID: 28-30-16-71064-013-0100

5667 PARK BOULEVARD



NORTH BASIS:
PROVIDED DATA
SCALE: 1" = 30'

57TH STREER NORTH

50' RIGHT-OF-WAY

175'(P)
N.00°28'24"W. 175.05'(M)

NOT INCLUDED

Lot 9

NOT INCLUDED

Lot 10

Lot 11

Lot 12

BLOCK 13

PINELLAS PARK
Plat Book H2, Pages 91 & 92

SUBJECT PARCEL
16,679 SQUARE FEET
OR 0.382±ACRES

ABBREVIATIONS:

- (D) = DEED
- (M) = MEASURED
- (P) = PLAT

Basis of Bearings:

NORTH RIGHT-OF-WAY LINE OF PARK BOULEVARD AS BEING S.89°31'36"W., PER PROVIDED GEOMETRY.

FOR: PINELLAS PARK COMMUNITY
REDEVELOPMENT AGENCY

STATE ROAD NO. 694
74TH AVENUE NORTH
PARK BOULEVARD
100' RIGHT-OF-WAY

REVISED: 3/08/23
PREPARED: 2/01/23

THIS IS NOT A SURVEY

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 2 OF 2

(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

Job: 2211-58-7A
Drawn: DS

(REFERENCE 1409-57)

EXHIBIT 2

BRODERICK PARCEL

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST

SKETCH AND DESCRIPTION

SUBJECT PARCEL ID: 28-30-16-71064-013-0140

5619 PARK BOULEVARD

OFFICIAL RECORDS BOOK 10756, PAGE 2046

LEGAL DESCRIPTION:

LOT 14, LESS THE EAST 0.33 FEET AND LESS THE NORTH 5 FEET AND LESS WEST 5 FEET OF THE SOUTH 61 FEET, BLOCK 13, PLAT OF PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 91-92 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

CONTAINING 7953 SQUARE FEET OR 0.182 ACRES MORE OR LESS.

THIS DESCRIPTION AND SKETCH IS BASED ON THE
RECORDED PLAT, EXISTING DEED OF
RECORD AND PROVIDED FIELD GEOMETRY

EXISTING EASEMENTS OF RECORD NOT SHOWN FOR
CLARITY

FOR: ROGER B. BRODERICK
PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

PREPARED: 2/20/23

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JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 2

(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

(REFERENCE 1409-57)

Job: 2211-58-3A
Drawn: DS

Exhibit 2

EXHIBIT 3

POMPEI PARCEL

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH AND DESCRIPTION

SUBJECT PARCEL ID: 28-30-16-71064-013-0092
5681 PARK BOULEVARD

LEGAL DESCRIPTION:

THE EAST 23.75 FEET OF LOT 9 AND THE WEST 9.50 FEET OF LOT 10, BLOCK 13, PLAT OF PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 91-92 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, LESS THE NORTH 67 FEET OF THE ABOVE DESCRIBED.

CONTAINING 3595 SQUARE FEET OR 0.082 ACRES MORE OR LESS.

THIS DESCRIPTION AND SKETCH IS BASED ON THE
RECORDED PLAT AND PROVIDED FIELD GEOMETRY

EXISTING EASEMENTS OF RECORD NOT SHOWN FOR
CLARITY

PREPARED: 1/30/23

FOR: PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

THIS IS NOT A SURVEY

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I hereby certify that the Legal Description and Sketch represented hereon meets the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
STATE OF FLORIDA
JOHN O. BRENDLA
Florida Surveyors Registration No. 4601
Certificate of Authorization No. 760
LICENSED SURVEYOR & MAPPING

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 2

(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

(REFERENCE 1409-57)

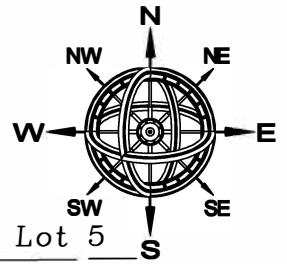
Job: 2211-58-8A
Drawn: DS

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST

SKETCH OF DESCRIPTION

SUBJECT PARCEL ID: 28-30-16-71064-013-0092

5681 PARK BOULEVARD



NORTH BASIS:
PROVIDED DATA
SCALE: 1" = 30'

57TH STREER NORTH

50' RIGHT-OF-WAY

175'(P)
N.00°28'24"W. 175.05'(M)

NOT INCLUDED

Lot 9

108.10'(D)
N 00°28'24"W

**SUBJECT
PARCEL
3595 SQUARE
FEET OR
0.082±ACRES**

108.16'(D)
N 00°28'24"W

Lot 10

NOT INCLUDED

Lot 11

Lot 12

BLOCK 13

9.50'(D) 23.75'(D) 39.25'(D) 48.75'(P)
S 89°31'36"W 25.00'(M) 25'(D) S 89°31'36"W 33.25' 33.25'(D) S 89°31'36"W 88.00'(D) 88.00'

STATE ROAD NO. 694
74TH AVENUE NORTH

PARK BOULEVARD

100' RIGHT-OF-WAY

ABBREVIATIONS:

- (D) = DEED
- (M) = MEASURED
- (P) = PLAT

Basis of Bearings:

NORTH RIGHT-OF-WAY LINE OF PARK BOULEVARD AS BEING S.89°31'36"W., PER PROVIDED GEOMETRY.

FOR: PINELLAS PARK COMMUNITY
REDEVELOPMENT AGENCY

PREPARED: 1/30/23
THIS IS NOT A SURVEY

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 2 OF 2

(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

Job: 2211-58-8A
Drawn: DS

(REFERENCE 1409-57)

EXHIBIT 4

CRA PARCELS EASEMENT AREA

**SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH AND DESCRIPTION OF EASEMENT AGREEMENT AREA**

SUBJECT PARCEL ID: 28-30-16-71064-013-0160
(NO ADDRESS, VACANT)

EASEMENT AGREEMENT AREA LEGAL DESCRIPTION:

THE NORTH 74.40 FEET OF THE FOLLOWING DESCRIBED PARCEL:

LOT 16, LESS THE EAST 3.80 FEET THEREOF FOR ROAD AND TOGETHER WITH THE EAST 4.08 FEET OF LOT 15, LESS THE NORTH 8 FEET OF EACH FOR ROAD, BLOCK 13, PLAT OF PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 91-92 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

CONTAINING 3647 SQUARE FEET OR 0.083 ACRES MORE OR LESS.

THIS DESCRIPTION AND SKETCH IS BASED ON THE
RECORDED PLAT, EXISTING DEED OF
RECORD AND PROVIDED FIELD GEOMETRY

EXISTING EASEMENTS OF RECORD NOT SHOWN FOR
CLARITY

PREPARED: 2/28/23

FOR: PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

THIS IS NOT A SURVEY

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NOTE: Legal Description and Sketch not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

I hereby certify that the Legal Description and Sketch represented hereon meets the requirements of Chapter 33-17, Florida Administrative Code.

JOHN O. BRENDLA
STATE OF FLORIDA
JOHN O. BRENDLA
Florida Surveyors Registration No. 4601
Certificate of Authorization No. 760
LICENSED SURVEYOR & MAPPER

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 2

(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

(REFERENCE 1409-57)

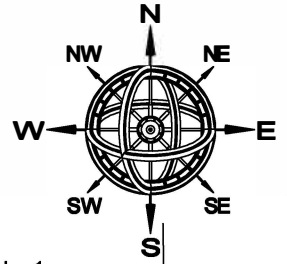
Job: 2211-58-1B
Drawn: DS

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST

SKETCH OF EASEMENT AGREEMENT AREA

SUBJECT PARCEL ID: 28-30-16-71064-013-0160

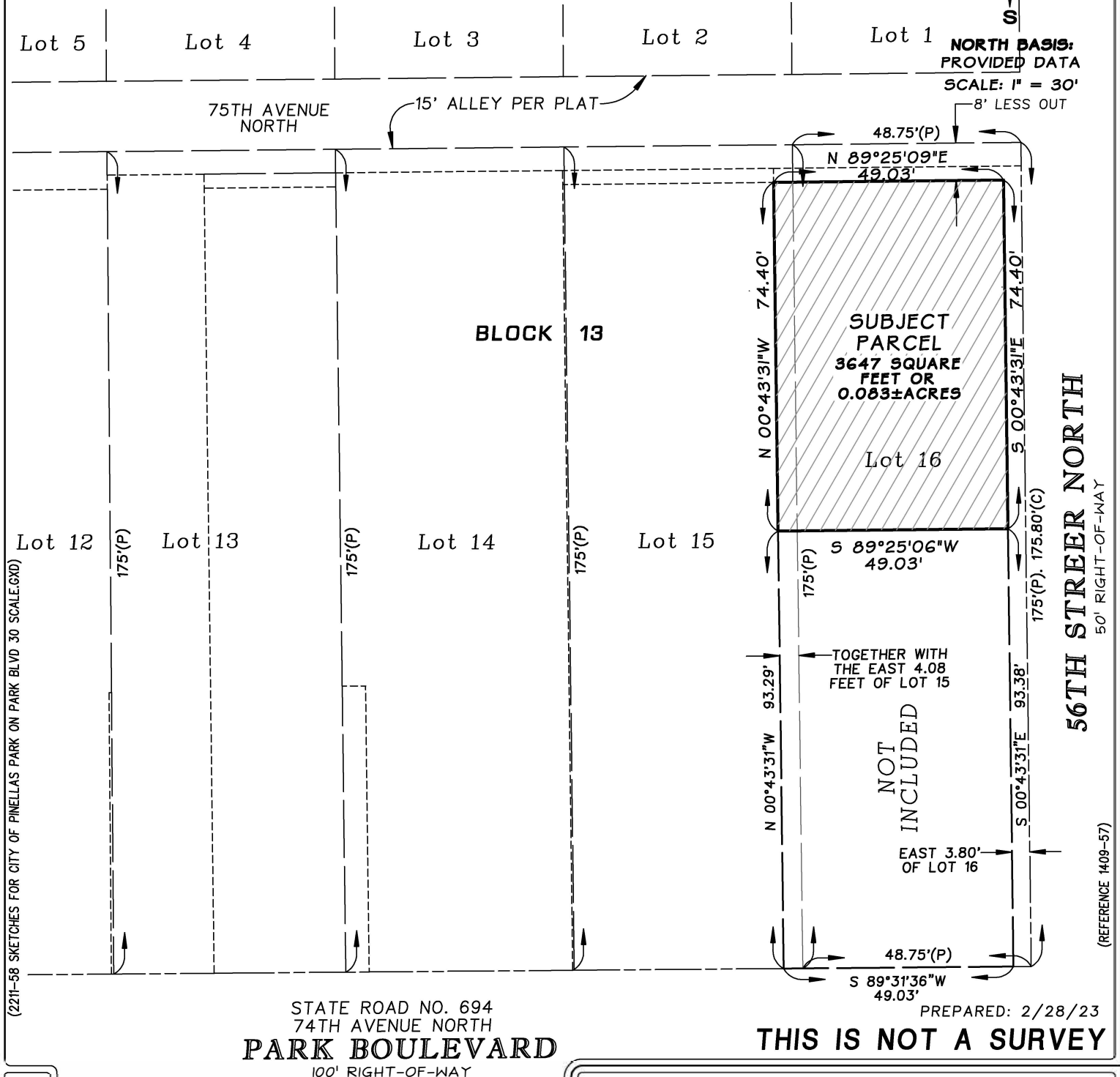
(NO ADDRESS, VACANT)



NORTH BASIS:
PROVIDED DATA

SCALE: 1" = 30'

8' LESS OUT



**SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH AND DESCRIPTION OF EASEMENT AGREEMENT AREA**

SUBJECT PARCEL ID: 28-30-16-71064-013-0150
5609 PARK BOULEVARD

EASEMENT AGREEMENT AREA LEGAL DESCRIPTION:

THE NORTH 74.40 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE WEST 44.67 FEET OF LOT 15 TOGETHER WITH THE EAST 0.33 FEET OF LOT 14, LESS
THE NORTH 8 FEET OF EACH FOR ROAD, BLOCK 13, PLAT OF PINELLAS PARK, ACCORDING TO
THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 91-92 OF THE PUBLIC
RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A
PART.

CONTAINING 3348 SQUARE FEET OR 0.076 ACRES MORE OR LESS.

THIS DESCRIPTION AND SKETCH IS BASED ON THE
RECORDED PLAT, EXISTING DEED OF
RECORD AND PROVIDED FIELD GEOMETRY

EXISTING EASEMENTS OF RECORD NOT SHOWN FOR
CLARITY

PREPARED: 2/20/23

FOR: PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

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I hereby certify that the Legal Description and Sketch
represented hereon meets the requirements of
Chapter 33-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 2

(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

(REFERENCE 1409-57)

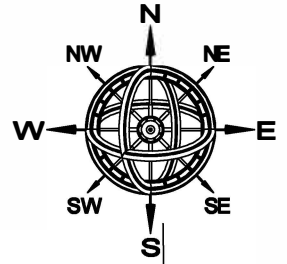
Job: 2211-58-2B
Drawn: DS

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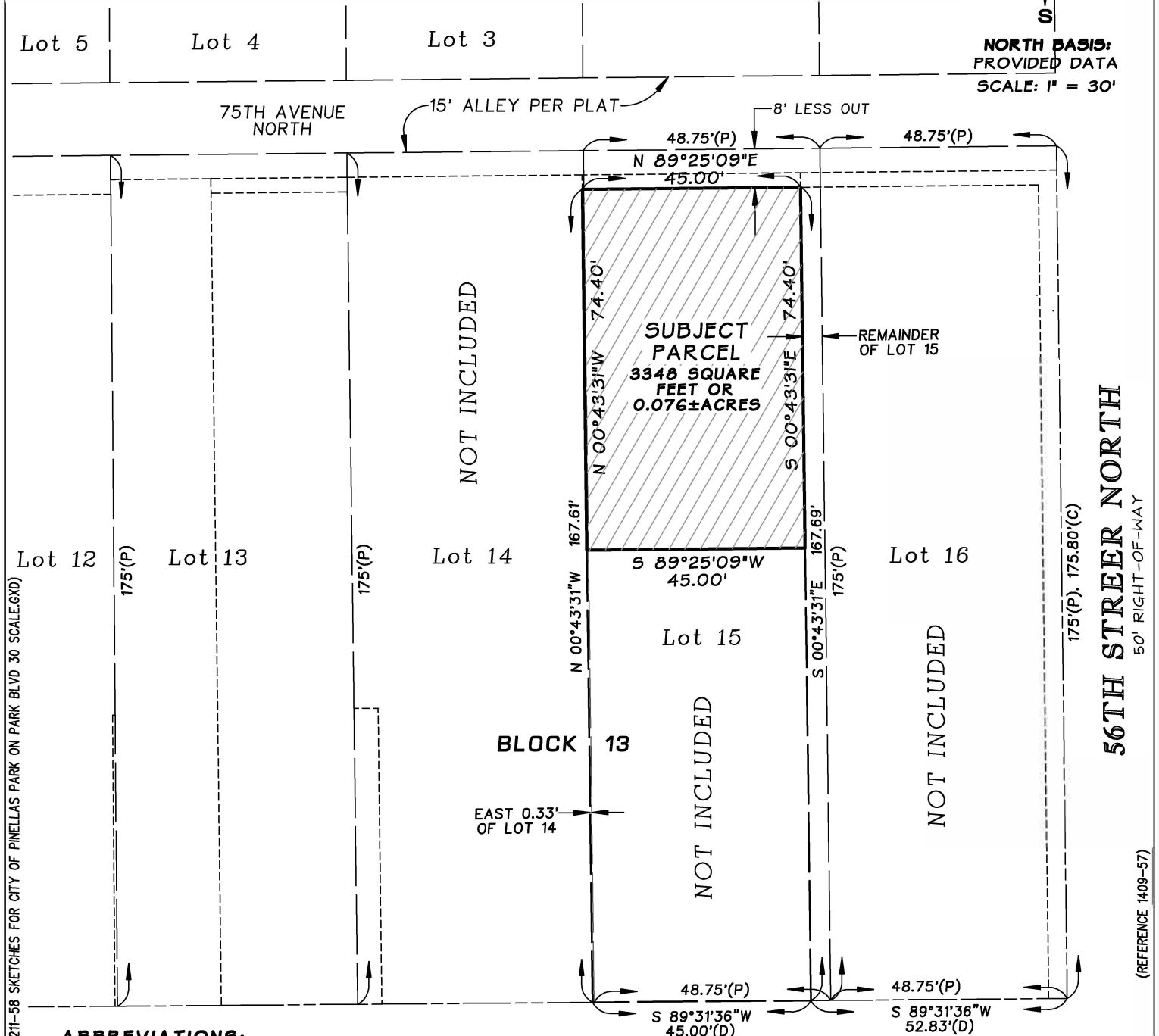
SKETCH OF EASEMENT AGREEMENT AREA

SUBJECT PARCEL ID: 28-30-16-71064-013-0150

5609 PARK BOULEVARD



NORTH BASIS:
PROVIDED DATA
SCALE: 1" = 30'



ABBREVIATIONS:

(D) = DEED
(M) = MEASURED
(P) = PLAT

STATE ROAD NO. 694
74TH AVENUE NORTH

PARK BOULEVARD

100' RIGHT-OF-WAY

Basis of Bearings:

NORTH RIGHT-OF-WAY LINE OF PARK BOULEVARD AS BEING S.89°31'36"W., PER PROVIDED GEOMETRY.

FOR: PINELLAS PARK COMMUNITY
REDEVELOPMENT AGENCY

PREPARED: 2/20/23

THIS IS NOT A SURVEY

Prepared by:

JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 2 OF 2

Job: 2211-58-2B
Drawn: DS

**SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH AND DESCRIPTION OF EASEMENT AGREEMENT AREA**

SUBJECT PARCEL ID: 28-30-16-71064-013-0130
5625/5629 PARK BOULEVARD

EASEMENT AGREEMENT AREA LEGAL DESCRIPTION:

THE NORTH 74.40 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE EAST 28.08 FEET OF LOT 13, LESS THE NORTH 8 FEET FOR ROAD, TOGETHER WITH THE WEST 5 FEET OF THE SOUTH 61 FEET OF LOT 14, BLOCK 13, PLAT OF PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 91-92 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

CONTAINING 2089 SQUARE FEET OR 0.048 ACRES MORE OR LESS.

THIS DESCRIPTION AND SKETCH IS BASED ON THE
RECORDED PLAT, EXISTING DEED OF
RECORD AND PROVIDED FIELD GEOMETRY

EXISTING EASEMENTS OF RECORD NOT SHOWN FOR
CLARITY

PREPARED: 2/20/23

FOR: PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

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JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 2

(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

(REFERENCE 1409-57)

Job: 2211-58-4B
Drawn: DS

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST

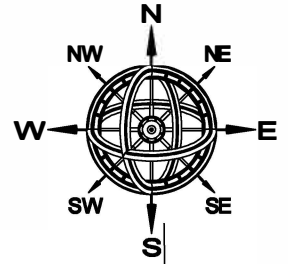
SKETCH OF EASEMENT AGREEMENT AREA

SUBJECT PARCEL ID: 28-30-16-71064-013-0130

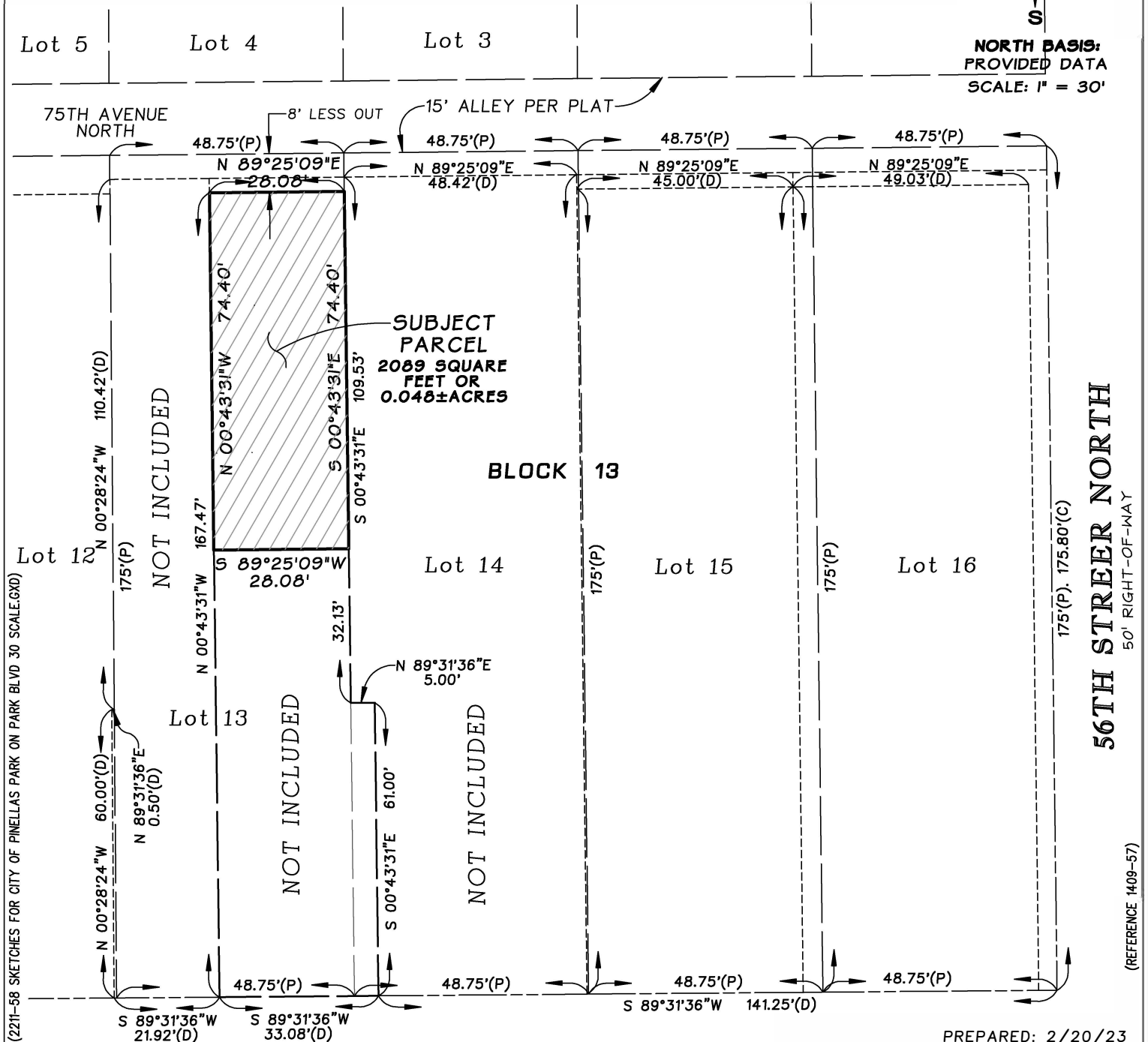
5625/5629 PARK BOULEVARD

ABBREVIATIONS:

(D) = DEED
(M) = MEASURED
(P) = PLAT



NORTH BASIS:
PROVIDED DATA
SCALE: 1" = 30'



STATE ROAD NO. 694
74TH AVENUE NORTH

PARK BOULEVARD

Basis of Bearings: 100' RIGHT-OF-WAY
NORTH RIGHT-OF-WAY LINE OF PARK BOULEVARD AS
BEING S.89°31'36"W., PER PROVIDED GEOMETRY.

FOR: PINELLAS PARK COMMUNITY
REDEVELOPMENT AGENCY

THIS IS NOT A SURVEY

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 2 OF 2

Job: 2211-58-4B
Drawn: DS

**SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH AND DESCRIPTION OF EASEMENT AGREEMENT AREA**

SUBJECT PARCEL ID: 28-30-16-71064-013-0120
5663 PARK BOULEVARD

EASEMENT AGREEMENT AREA LEGAL DESCRIPTION:

THE NORTH 79.80 FEET OF THE FOLLOWING DESCRIBED PARCEL:

LOT 12, LESS THE NORTH 8 FEET FOR ROAD AND LESS THE EAST 0.5 FEET OF THE SOUTH 60 FEET THEREOF, BLOCK 13, PLAT OF PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 91-92 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

CONTAINING 3890 SQUARE FEET OR 0.089 ACRES MORE OR LESS.

THIS DESCRIPTION AND SKETCH IS BASED ON THE
RECORDED PLAT, EXISTING DEED OF
RECORD AND PROVIDED FIELD GEOMETRY

EXISTING EASEMENTS OF RECORD NOT SHOWN FOR
CLARITY

PREPARED: 2/20/23

FOR: PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

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I hereby certify that the Legal Description and Sketch represented hereon meets the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 2

(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

(REFERENCE 1409-57)

Job: 2211-58-6B
Drawn: DS

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST

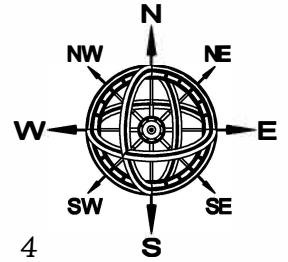
SKETCH OF EASEMENT AGREEMENT AREA

SUBJECT PARCEL ID: 28-30-16-71064-013-0120

5663 PARK BOULEVARD

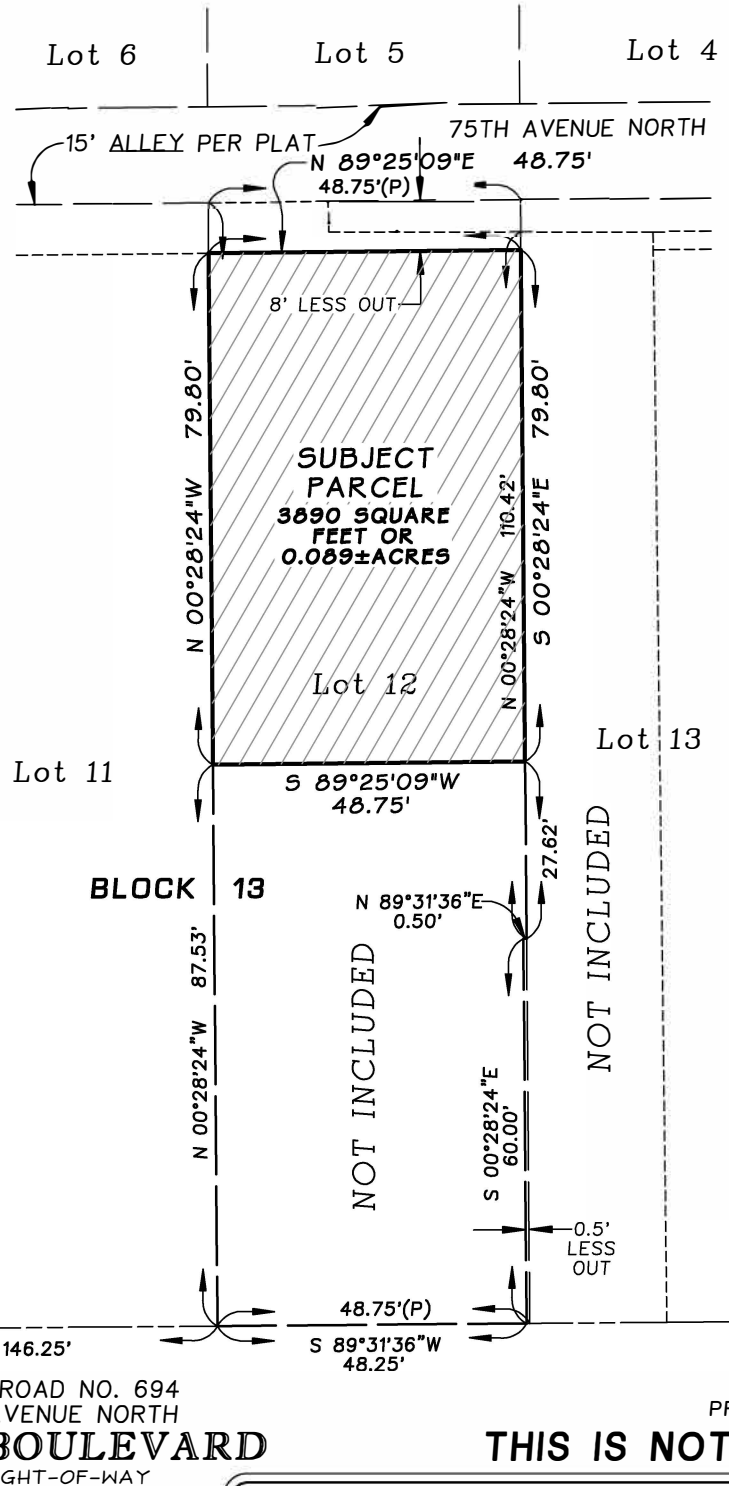
ABBREVIATIONS:

(D) = DEED
(M) = MEASURED
(P) = PLAT



NORTH BASIS:
PROVIDED DATA
SCALE: 1" = 30'

57TH STREER NORTH
50' RIGHT-OF-WAY



(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

(REFERENCE 1409-57)

PREPARED: 2/20/23

THIS IS NOT A SURVEY

Basis of Bearings:

NORTH RIGHT-OF-WAY LINE OF PARK BOULEVARD AS BEING S.89°31'36"W., PER PROVIDED GEOMETRY.

FOR: PINELLAS PARK COMMUNITY
REDEVELOPMENT AGENCY

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 2 OF 2

Job: 2211-58-6B
Drawn: DS

**SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH AND DESCRIPTION OF EASEMENT AGREEMENT AREA**

SUBJECT PARCEL ID: 28-30-16-71064-013-0100
5667 PARK BOULEVARD

EASEMENT AGREEMENT AREA LEGAL DESCRIPTION:

A PORTION OF LOTS 9, 10 AND 11, BLOCK 13, PLAT OF PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 91-92 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 11 AND RUN THENCE N.00°28'24"W. ALONG THE EAST LINE OF SAID LOT 11 A DISTANCE OF 68.77 FEET FOR A POINT OF BEGINNING; THENCE RUN S.89°31'37"W. 6.52 FEET; THENCE RUN S.00°28'24"E. 24.86 FEET; THENCE RUN S.89°31'36"W. 81.48 FEET; THENCE RUN N.00°28'24"W. 64.25 FEET; THENCE RUN S.89°25'09"W. 33.25 FEET; THENCE RUN N.00°28'24"W. 59.00 FEET; THENCE RUN N.89°25'09"E. 121.25 FEET TO A POINT ON THE AFORESAID EAST LINE OF LOT 11; THENCE RUN S.00°28'24"E. ALONG SAID EAST LINE A DISTANCE OF 98.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,652 SQUARE FEET OR 0.290 ACRES MORE OR LESS.

THIS DESCRIPTION AND SKETCH IS BASED ON THE
RECORDED PLAT AND PROVIDED FIELD GEOMETRY

EXISTING EASEMENTS OF RECORD NOT SHOWN FOR
CLARITY

REVISED: 3/08/23
PREPARED: 2/01/23

FOR: PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

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I hereby certify that the Legal Description and Sketch represented hereon meets the requirements of Chapter 35-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

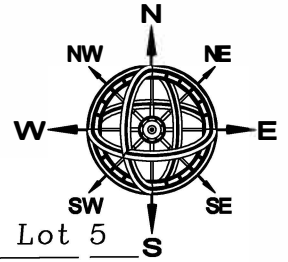
SHEET 1 OF 2

SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST

SKETCH OF EASEMENT AGREEMENT AREA

SUBJECT PARCEL ID: 28-30-16-71064-013-0100

5667 PARK BOULEVARD



NORTH BASIS:
PROVIDED DATA
SCALE: 1" = 30'

57TH STREER NORTH

50' RIGHT-OF-WAY

175'(P)
N.00°28'24"W. 175.05'(M)

NOT INCLUDED

Lot 9

NOT INCLUDED

Lot 10

Lot 11

Lot 12

BLOCK 13

NOT INCLUDED

PINELLAS PARK
Plat Book H2, Pages 91 & 92

SUBJECT PARCEL
12,652 SQUARE FEET
OR 0.290±ACRES

EAST LINE
OF LOT 11,
BLOCK 13

Point of
Beginning

Point of
Commencement

REVISED: 3/08/23
PREPARED: 2/01/23

ABBREVIATIONS:

- (D) = DEED
- (M) = MEASURED
- (P) = PLAT

Basis of Bearings:

NORTH RIGHT-OF-WAY LINE OF PARK BOULEVARD AS
BEING S.89°31'36"W., PER PROVIDED GEOMETRY.

FOR: PINELLAS PARK COMMUNITY
REDEVELOPMENT AGENCY

STATE ROAD NO. 694
74TH AVENUE NORTH
PARK BOULEVARD
100' RIGHT-OF-WAY

THIS IS NOT A SURVEY

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 2 OF 2

(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

Job: 2211-58-7B
Drawn: DS

(REFERENCE 1409-57)

EXHIBIT 5

BRODERICK PARCEL EASEMENT AREA

**SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH AND DESCRIPTION OF EASEMENT AGREEMENT AREA**

SUBJECT PARCEL ID: 28-30-16-71064-013-0140
5619 PARK BOULEVARD

EASEMENT AGREEMENT AREA LEGAL DESCRIPTION:

THE NORTH 77.40 FEET OF THE FOLLOWING DESCRIBED PARCEL:

LOT 14, LESS THE EAST 0.33 FEET AND LESS THE NORTH 5 FEET AND LESS WEST 5 FEET OF THE SOUTH 61 FEET, BLOCK 13, PLAT OF PINELLAS PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 91-92 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

CONTAINING 3747 SQUARE FEET OR 0.086 ACRES MORE OR LESS.

THIS DESCRIPTION AND SKETCH IS BASED ON THE
RECORDED PLAT, EXISTING DEED OF
RECORD AND PROVIDED FIELD GEOMETRY

EXISTING EASEMENTS OF RECORD NOT SHOWN FOR
CLARITY

FOR: ROGER B. BRODERICK
PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

PREPARED: 2/20/23

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JOHN O. BRENDLA
STATE OF FLORIDA
JOHN O. BRENDLA
Florida Surveyors Registration No. 4601
Certificate of Authorization No. 760
LICENSED SURVEYOR & MAPPING

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 2

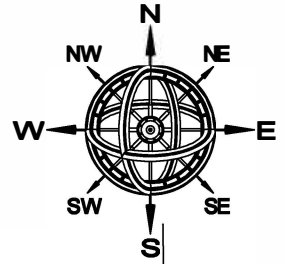
(2211-58 SKETCHES FOR CITY OF PINELLAS PARK ON PARK BLVD 30 SCALE.GXD)

(REFERENCE 1409-57)

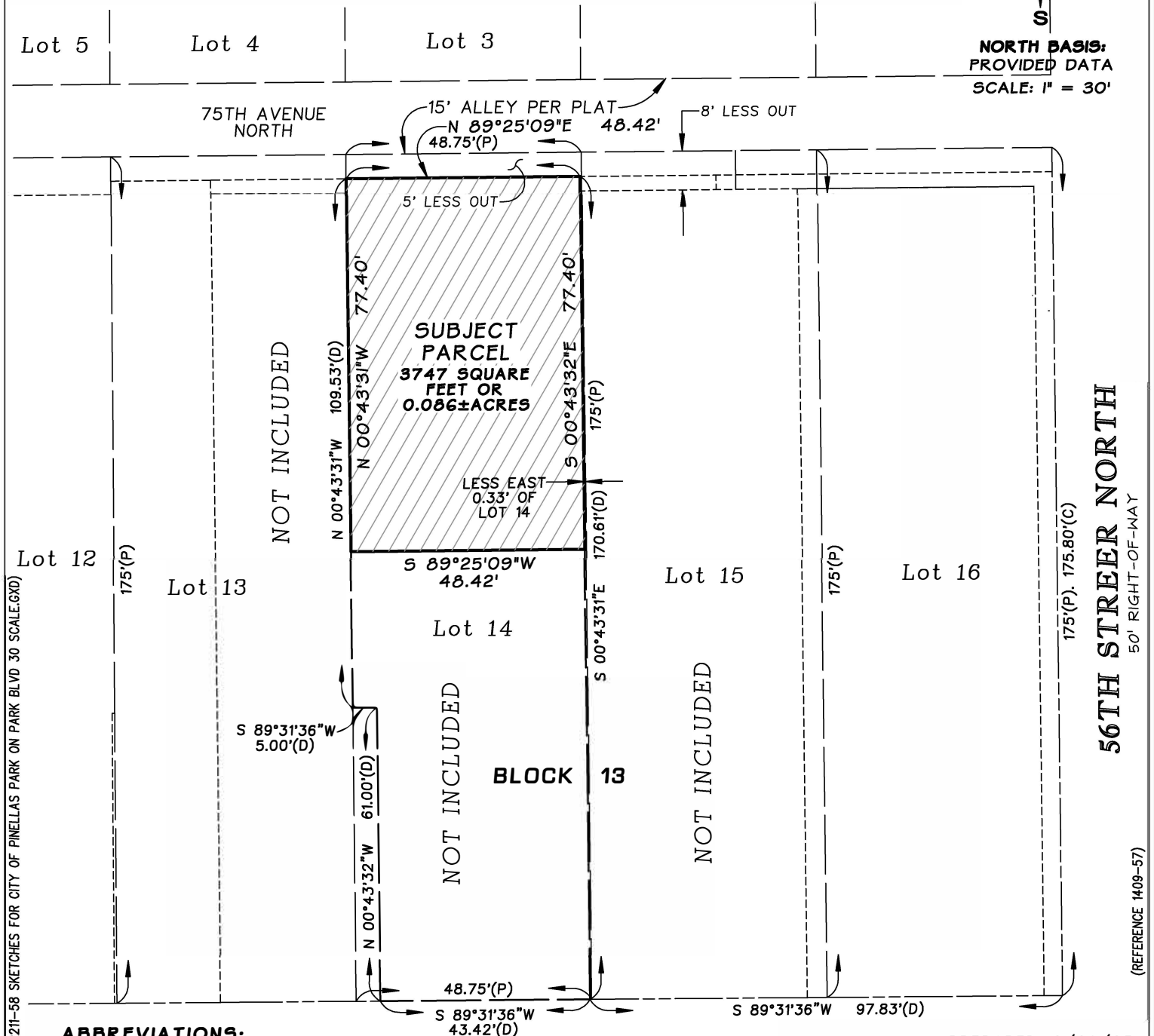
Job: 2211-58-3B
Drawn: DS

SKETCH OF EASEMENT AGREEMENT AREA

5619 PARK BOULEVARD



NORTH BASIS:
PROVIDED DATA
SCALE: 1" = 30'



(D) = DEED
(M) = MEASURED
(P) = PLAT

STATE ROAD NO. 694
74TH AVENUE NORTH

PARK BOULEVARD

**Basis of Bearings: 100' RIGHT-OF-WAY
NORTH RIGHT-OF-WAY LINE OF PARK BOULEVARD AS
BEING S.89°31'36"W., PER PROVIDED GEOMETRY.**

FOR: ROGER B. BRODERICK
PINELLAS PARK COMMUNITY
REDEVELOPMENT AGENCY

PREPARED: 2/20/23

THIS IS NOT A SURVEY

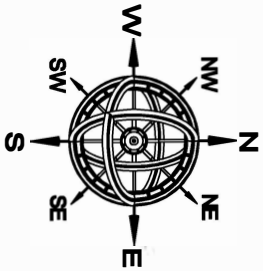
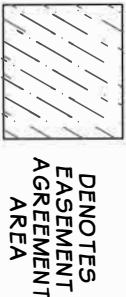
Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 2 OF 2

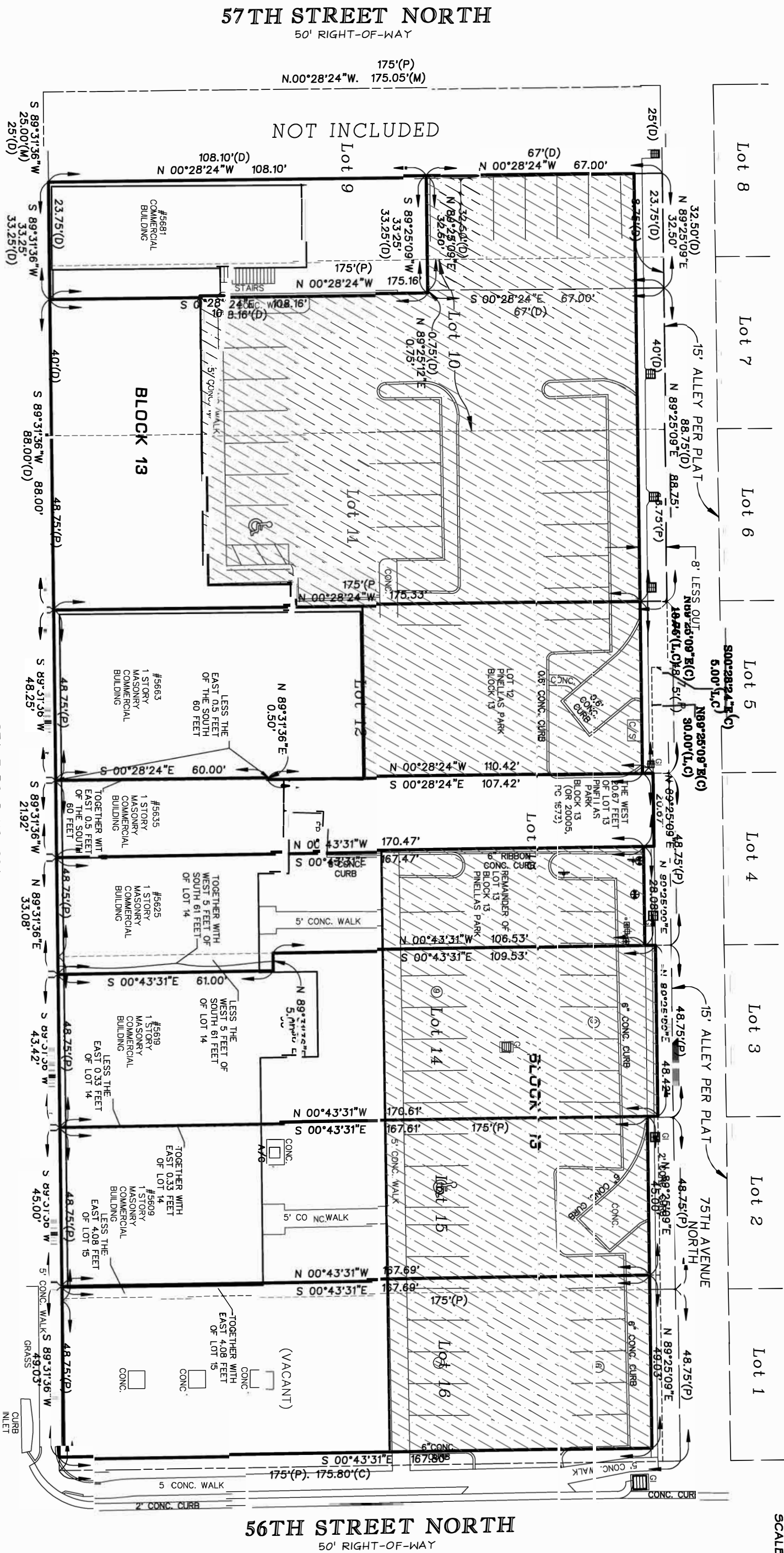
EXHIBIT 6

TOTAL EASEMENT AREA

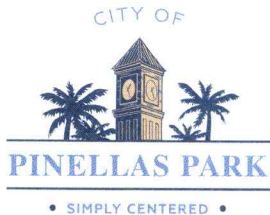
CITY OF PINELLAS PARK ARTISTRY BLOCK PROJECT PARCEL KEY MAP



NORTH BASIS:
PROVIDED GEOMETRY
SCALE: 1" = 30'



STATE ROAD NO. 694
74TH AVENUE NORTH
PARK BOULEVARD
100' RIGHT-OF-WAY



CITY HALL - P.O.Box 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

City Attorney's Office
Lauren C. Rubenstein
James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

March 13, 2023

Mr. Nick Colonna
Community Development Administrator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

**RE: Reciprocal Easement, Maintenance Agreement
and Restrictive Covenants for 5600 Block**

Dear Mr. Colonna:

Enclosed is a Reciprocal Easement, Maintenance and Restrictive Covenants Agreement that our office has prepared pertaining to the 5600 shared parking lot.

This is a draft Agreement insofar as it still needs to be reviewed by City staff and approved by the CRA Board and City Council. During that process, there may be changes from staff, the CRA Board and/or City Council that will need to be incorporated into the final Agreement before presenting such Agreement for signature to Roger Broderick and Vincent Pompei and Melissa Schultz. However, if City administration and staff find the enclosed Agreement acceptable, the draft agreement could certainly be distributed to Roger Broderick, Vincent Pompei and Melissa Schultz for their review prior to the March 21st CRA meeting (when the CRA Board is set to consider such Agreement).

In preparation of the enclosed Agreement, our office had several meetings and telephone conferences with City staff and administration regarding the specific provisions of such Agreement. City administration has indicated that neither the City nor the CRA wish to retain any right for public parking on such lot, and therefore no provision was made for public parking in the Agreement. Once the CRA has disposed of all of its property located within the 5600 block, the 5600 shared parking lot will be solely for the use and benefit of the seven privately-owned parcels (as described in the Agreement). As you know, the 5600 block shared parking lot was built by the CRA, and has been continuously maintained

Mr. Nick Colonna
Page 2
March 13, 2023

by the CRA. Once this Agreement is finalized, and the CRA has disposed of all its parcels within the 5600 block of Park Boulevard, the CRA shall have no more ongoing maintenance obligation of the parking lot. While this Agreement does give the City the right to make emergency repairs pursuant to paragraph 13.D., the City does not have a right, under the current version of this Agreement, to perform any general maintenance or repair. City administration has indicated that it would utilize Code Enforcement to address any general maintenance concerns in the future (as it would with any other private commercial property located in the City), and did not wish to provide any rights in this Agreement for the City to perform general maintenance and/or repair of the easement area.

In the event that either Vincent Pompei and Melissa Schultz and/or Roger Broderick have a mortgage on their individual parcel, their mortgage holder will need to sign a written Consent and Joinder to this Agreement. Our office can review the Official Records, but City staff may be able to ascertain from Mr. Pompei and Mr. Broderick directly whether either parcel is currently encumbered by a mortgage, and if so, the holder of such mortgage.

Once City staff has had the opportunity to review the enclosed Agreement, please let our office know whether there are any changes or additions that staff would like incorporated into the Agreement.

Very truly yours,



Lauren C. Rubenstein
City Attorney

Attachment

cc: Bart Diebold, City Manager
Diane M. Corna, MMC, City Clerk
Chief Michael Haworth, Asst. City Manager
Aaron Petersen, Asst. Community Development Administrator
Derek Reeves, Long Range Manager

LCR/dh
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