

**Prepared by and when  
recorded mail to:**

**Erica F. Augello, Esq.  
City Attorney  
City of Pinellas Park  
P.O. Box 1100  
Pinellas Park, FL 33780-1100**

**Parcel ID#: 22-30-16-30374-000-0801**

**PUBLIC SIDEWALK AND INGRESS/EGRESS  
EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between CHCT FLORIDA LLC, a Florida limited liability company, whose address is 3326 Aspen Grove Drive Suite 150, Franklin, TN, 37067 (hereinafter referred to as the "Grantor"), and the CITY OF PINELLAS PARK, a Florida municipal corporation, whose address is 5141 - 78<sup>th</sup> Avenue North, Pinellas Park, FL 33781 ("Grantee").

**RECITALS**

WHEREAS, Grantor is the owner of certain real property situated in Pinellas County, Florida ("Grantor's Property"), more particularly described in Exhibit A; and

WHEREAS, the Grantee desires a permanent easement over, under, through, and across the Grantor's Property for the purpose of constructing, installing, maintaining, and operating a City-owned sidewalk, including related appurtenances such as retaining walls, handrails, back of sidewalk drainage inlets, curbing and gutters; and

WHEREAS, the Grantor is willing to dedicate and grant to Grantee a permanent easement over, under, through, and across Grantor's Property for the purpose of constructing, installing, maintaining, and operating a City-owned sidewalk, including related appurtenances such as retaining walls, handrails, back of sidewalk drainage inlets, curbing and gutters, and that the City desires to accept and establish an easement of record by entering into this Agreement; and

WHEREAS, Grantor is willing and able to dedicate and grant to Grantee such perpetual and permanent 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 \$10.00 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, and the affirmative covenants assumed by Grantee herein, 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. Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive, perpetual easement ("Easement") over, under, through, and across that certain real property situated in Pinellas County, Florida, more particularly described in Exhibit B attached hereto and incorporated herein by this reference ("Easement Area") for the purpose of constructing, installing, maintaining, and operating a City-owned sidewalk, including related appurtenances such as retaining walls, handrails, back of sidewalk drainage inlets, curbing, and gutters. Grantee shall have the right of ingress and egress and the right to enter upon the Easement Area at any time it deems necessary for the purpose of exercising the easement rights granted hereby.

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

3.1 Ownership. Grantor is the owner in fee simple of the certain parcel of real estate situated in Pinellas County, Florida, more particularly described in Exhibit A on which Grantee intends to construct, install, maintain, and operate a City-owned sidewalk, including related appurtenances such as retaining walls, handrails, back of sidewalk drainage inlets, curbing, and gutters.

3.2 Right to Convey Easement. Grantor warrants and represents that Grantor has the right to convey an Easement over, under, through, and across the property, more particularly described in Exhibit B, 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 parties signing the Agreement on behalf of Grantor have 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 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 hereto. Accordingly, within fourteen (14) days of full execution of this Agreement, the Grantee shall record this Agreement in the public records of Pinellas County, Florida, and provide the Grantor with a copy of the recorded Agreement.

6. 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.

7. 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.

8. This Easement and any and all rights granted herein shall and will automatically terminate upon the removal or abandonment of the uses provided for herein.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first written above.

"GRANTOR"

CHCT FLORIDA LLC

By: \_\_\_\_\_  
David Dupuy, President

WITNESS:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_  
\_\_\_\_\_

WITNESS:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

The foregoing instrument was acknowledged before me by means of \_\_\_physical presence or \_\_\_online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_, by David Dupuy as President of CHCT FLORIDA LLC. He/she is \_\_\_personally known to me or \_\_\_has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(NOTARY SEAL)

\_\_\_\_\_  
Print/Stamp Name of Notary Public

"GRANTEE"  
CITY OF PINELLAS PARK, FLORIDA

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

Approved as to form and correctness:

\_\_\_\_\_  
Jennifer Carfagno, City Clerk

\_\_\_\_\_  
Erica F. Augello, City Attorney

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of \_\_\_physical presence or \_\_\_online notarization, this \_\_\_\_\_day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_(name) as \_\_\_\_\_(title) of the City of Pinellas Park, Florida. He/she is \_\_\_personally known to me or \_\_\_has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

By: \_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print/Stamp Name of Notary Public

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE GRANTOR PROPERTY**

3410 GATEWAY CENTRE PKWY PINELLAS PARK, FL 33782

22-30-16-30374-000-0801

GATEWAY CENTRE BUSINESS PARK THAT PART OF PARCEL 8 DESC BEG SW COR OF SD PARCEL AT POINT ON E R/W OF GATEWAY CENTRE PKWY TH N23D53'15"W 186.08FT TH CUR RT RAD 1382.41FT ARC 384.02FT CB N15D55'45"W 382.79FT TH N84D59'11"E 59.57FT TH CUR LT RAD 50FT ARC 45.58FT CB N58D52'12"E 44.02FT TH CUR RT RAD 50.77FT ARC 27.76FT CB N48D25'16"E 27.42FT TH CUR LT RAD 100FT ARC 38.49 FT CB N53D03'33"E 38.26FT TH N42D01'52"E 100.18FT TH CUR RT RAD 75FT ARC 33.69 FT CB N54D53'59"E 33.41FT TH CUR RT RAD 166.90FT ARC 232.23FT CB S72D22'14"E 213.94FT TH S32D30'33"E 14.49FT TH CUR RT RAD 100 FT ARC 67.48FT CB S13D10'42"E 66.20FT TH S06D09'10"W 4.08FT TH CUR LT RAD 195.62FT ARC 94.32 FT CB S07D39'39"E 93.41FT TH CUR LT RAD 50FT ARC 30.44FT CB S38D55'01"E 29.98FT TH CUR RT RAD 31.50FT ARC 43.35FT CB S16D56'13"E 40.01FT TH S22D29'21"W 51.21FT TH CUR LT RAD 40.55FT ARC 46.32FT CB S10D13'57"E 43.84FT TH S42D57'14"E 119.86FT TO NW'LY R/W OF GRAND AVE TH S47D02'48"W 36.43FT TH CUR RT RAD 1382.41FT ARC 378.70FT CB S53D57'36"W 377.51FT TH CUR RT RAD 50 FT ARC 82.29FT CB N71D02'31"W 73.31FT TO POB

**EXHIBIT "B"**

**LEGAL DESCRIPTION AND SKETCH EASEMENT AREA**

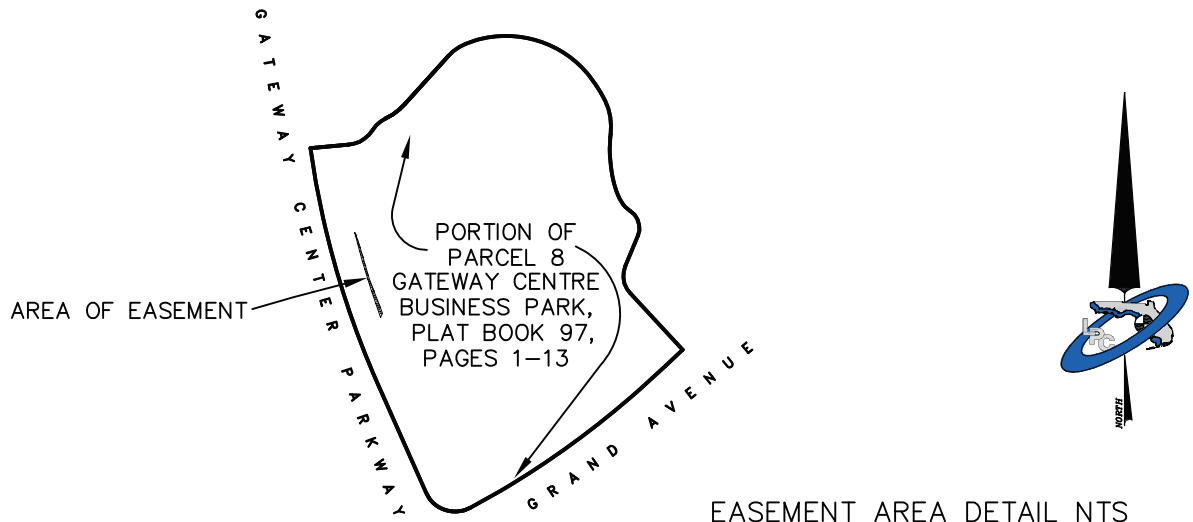
SECTION 23, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION: (SIDEWALK EASEMENT)

A PORTION OF PARCEL 8, LYING IN GATEWAY CENTRE BUSINESS PARK, AS RECORDED IN PLAT BOOK 97, PAGES 1 THROUGH 13 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTING CENTERLINES OF GRAND AVENUE AND GATEWAY CENTRE PARKWAY OF SAID GATEWAY CENTRE BUSINESS PARK; THENCE RUN N 23°53'15" W ALONG SAID CENTERLINE OF GATEWAY CENTRE PARKWAY 289.93 FEET; THENCE ALONG A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 1432.41, AN ARC OF 99.46 FEET, CHORD BEARING N 21°53'54" W, 99.44 FEET; THENCE N 70°05'28" E, 93.00 FEET TO THE POINT OF BEGINNING SAID POINT BEING 43 FEET FROM THE EASTERLY R/W LINE OF GATEWAY CENTRE PARKWAY; THENCE ALONG A CURVE, BEING 43 FEET EAST OF AND PARALLEL TO SAID EASTERLY R/W LINE, CURVING TO THE RIGHT, CONCAVE NORTHEAST, HAVING AN ARC OF 138.69 FEET, A RADIUS OF 1339.41 FEET, CHORD BEARING N 16°56'34" W, 138.62 FEET; THENCE S 22°17'00" E, 14.36 FEET; THENCE S 16°06'31" E, 61.98 FEET; THENCE S 20°47'45" E, 57.45 FEET; THENCE S 23°32'16" W, 6.62 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 377± SQUARE FEET OR 0.009± ACRES MORE OR LESS.



EASEMENT AREA DETAIL NTS

SURVEYORS REPORT

- 1.) THIS IS A SKETCH AND DESCRIPTION ONLY, NOT A SURVEY. IT'S PRIMARY PURPOSE IS TO SHOW / DOCUMENT THE LOCATION OF THE EASEMENT TO THE PARCEL.
- 2.) THIS SKETCH COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE PURSUANT TO 5J-17 FLORIDA ADMINISTRATIVE CODE FOR THIS TYPE OF SURVEY AND IS NOT INTENDED TO MEET THE NATIONAL STANDARDS.
- 3.) THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 4.) THE BEARING BASIS IS PER PLAT. THE BEARING REFERENCE LINE IS THE CENTERLINE OF GATEWAY CENTER PARKWAY BEING N 23°53'15" W. NORTH ARROW IS BASED ON THE BEARING STRUCTURE.
- 5.) SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- 6.) THIS SURVEY DOES NOT DETERMINE OR IMPLY OWNERSHIP. CERTIFICATION IS NOT TRANSFERABLE.
- 7.) COPYRIGHT © LAND PRECISION CORPORATION. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY OTHER MEANS, OR STORED, PROCESSED OR TRANSMITTED IN OR BY ANY COMPUTER OR OTHER SYSTEMS WITHOUT THE PRIOR WRITTEN PERMISSION OF THE SURVEYOR. COPIES OF THIS PLAN WITHOUT AN ORIGINAL SIGNATURE AND IMPRESSION SEAL OR DIGITALLY SIGNED AND SEALED ARE NOT VALID.

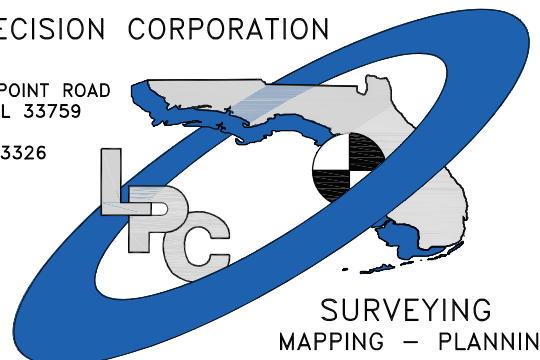
SHEET 1 OF 2

SIDEWALK EASEMENT



LAND PRECISION CORPORATION

2683 SUNSET POINT ROAD  
CLEARWATER, FL 33759  
727-796-2737  
FAX 727-796-3326



LB#6168

SURVEYING  
MAPPING - PLANNING

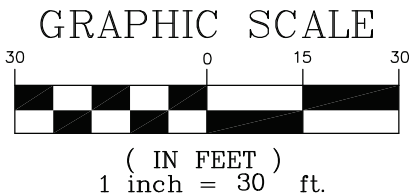
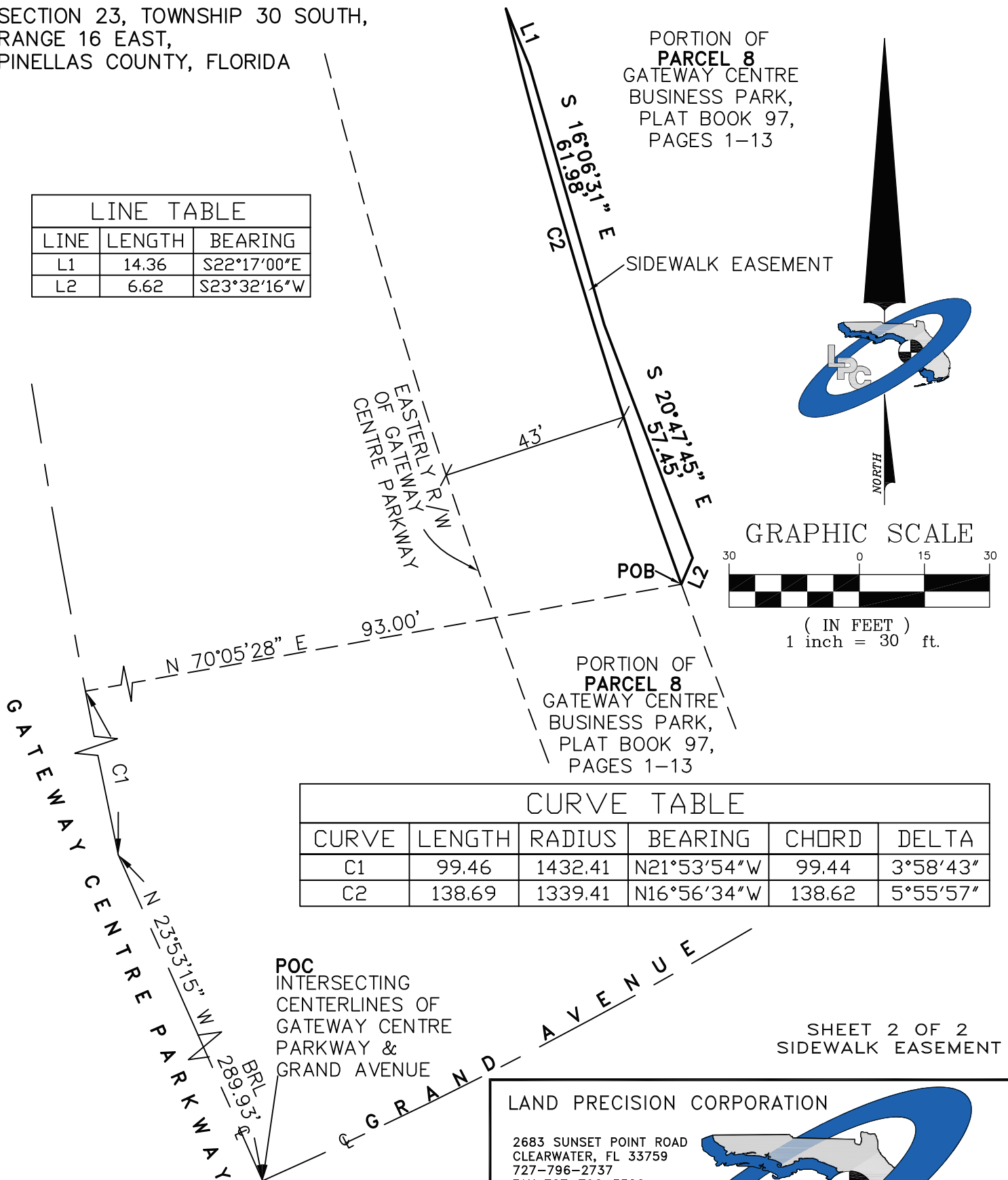
JOB NUMBER: 21164 SW1.DWG

DATE: 3/17/2026

SECTION 23, TOWNSHIP 30 SOUTH,  
RANGE 16 EAST,  
PINELLAS COUNTY, FLORIDA

PORTION OF  
**PARCEL 8**  
GATEWAY CENTRE  
BUSINESS PARK,  
PLAT BOOK 97,  
PAGES 1-13

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.36	S22°17'00"E
L2	6.62	S23°32'16"W



CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C1	99.46	1432.41	N21°53'54"W	99.44	3°58'43"
C2	138.69	1339.41	N16°56'34"W	138.62	5°55'57"

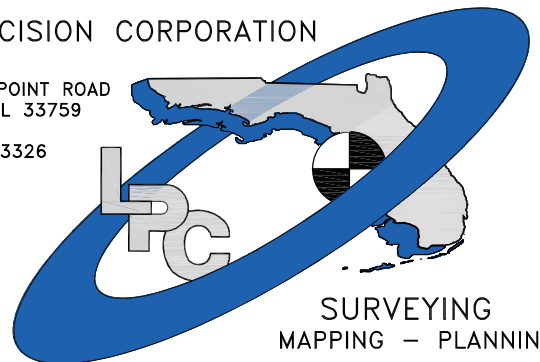
SHEET 2 OF 2  
SIDEWALK EASEMENT

ABBREVIATION LEGEND

PG - PAGE	℄ - Centerline
FIP - Found Iron Pipe	R/W - RIGHT-OF-WAY
N&D - Nail and Disk	C/T - Curb Tie PC - Point Of Curve
POB - Point Of Beginning	F/T - Fence Tie POL - Point On Line
PCP - Permanent Control Point	(M) - Measured
POC - Point Of Commencement	(P) - Plat (D) - Deed
BRL - Bearing Reference Line	FCM - Found Concrete Monument
FRL - Field Reference Line	PRM - Permanent Reference Monument
⊕ - Section Corner	O.R. - OFFICIAL RECORDS NTS - NOT TO SCALE

LAND PRECISION CORPORATION

2683 SUNSET POINT ROAD  
CLEARWATER, FL 33759  
727-796-2737  
FAX 727-796-3326



LB#6168

SURVEYING  
MAPPING - PLANNING

JOB NUMBER: 21164 SW1.DWG

DATE: 3/17/2026



Kiara Brown <[kbrown@pinellas-park.com](mailto:kbrown@pinellas-park.com)>

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## ESMT-2026-00016

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Vessa, Cody <[cvessa@georgefyoung.com](mailto:cvessa@georgefyoung.com)>

Tue, Mar 17, 2026 at 1:48 PM

To: Kiara Brown <[kbrown@pinellas-park.com](mailto:kbrown@pinellas-park.com)>

Cc: Aaron Petersen <[apetersen@pinellas-park.com](mailto:apetersen@pinellas-park.com)>, Todd Biron <[tbiron@pinellas-park.com](mailto:tbiron@pinellas-park.com)>, "Hatch, Trevor" <[thatch@georgefyoung.com](mailto:thatch@georgefyoung.com)>, "Hansen, Kristin" <[khansen@georgefyoung.com](mailto:khansen@georgefyoung.com)>

Thank you, Kiara-

Our comments have been addressed.

Best,



**Cody Vessa, SIT**

**Survey Project Manager**



Phone: (727) 822-4317

Direct: (727) 503-6881

Cell: (727) 220-8944

**GEORGE F YOUNG**

*an SSR Company*

299 Dr. Martin Luther King Jr. St. N., St. Petersburg, FL 33701

<https://link.edgepilot.com/s/99cccd59/dGkoNOaucEuK2N54hWe1LA?u=http://www.georgefyoung.com/>

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**From:** Kiara Brown <[kbrown@pinellas-park.com](mailto:kbrown@pinellas-park.com)>

**Sent:** Tuesday, March 17, 2026 1:43 PM

**To:** Vessa, Cody <[cveesa@georgefyoung.com](mailto:cveesa@georgefyoung.com)>

**Cc:** Aaron Petersen <[apetersen@pinellas-park.com](mailto:apetersen@pinellas-park.com)>; Todd Biron <[tbiron@pinellas-park.com](mailto:tbiron@pinellas-park.com)>; Hatch, Trevor <[thatch@georgefyoung.com](mailto:thatch@georgefyoung.com)>; Hansen, Kristin <[khansen@georgefyoung.com](mailto:khansen@georgefyoung.com)>

**Subject:** Re: ESMT-2026-00016

Hi Cody!

Thanks for sending that over! Please see attached for revised document.

Cheers,

**Kiara Brown**

Planning Coordinator | Planning and Development Services

City of Pinellas Park

6051 78th Avenue N.