

This instrument was prepared by and returned to:
Lauren C. Rubenstein, Esquire
City Attorney
City of Pinellas Park
P.O. Box 1100
Pinellas Park, Florida 33780-1100

INGRESS-EGRESS EASEMENT

THIS INDENTURE, made this _____ day of _____ A.D., 2023, between **Home Depot U.S.A., Inc.**, Mailing Address 2455 Paces Ferry Road, Atlanta, Georgia, 30339, (“Grantor”), and the **City of Pinellas Park**, located at 5141 78th Avenue North, Pinellas Park, Florida, 33781, (“Grantee”).

WITNESSETH, Grantor hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants and releases unto the Grantee a **Ingress-Egress Easement** over, under, across and through that portion of Parcel ID# 27/30/16/66300/000/0010, Property Address, 4040 Park Boulevard, Pinellas Park, Florida, 33781, as further described in the legal description and sketch of easement area as depicted in Exhibit “A” which is attached hereto and made a part hereof.

See Attached Legal Description and Sketch, Exhibit “A”

It is in the intention of Grantor that, and this easement shall, run with the land described above, and be binding upon the parties, their heirs, assigns, and successors in interest. Notwithstanding anything to the contrary herein, the parties agree that this Easement is subject to the special stipulations contained in Exhibit “B” attached hereto.

IN WITNESS WHEREOF, Grantor has hereunto set his Hand and Seal the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

Home Depot U.S.A., Inc.

By: Craig A. Menear, Chief Executive Officer, President

(Witness#1) _____
(signature)

(print name)

(signature)

(print name)

(Witness#2) _____
(signature)

(print name)

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

(Name of person acknowledging and title of position)

Notary Public signature

(Name of Notary typed, printed or stamped)

Personally known _____ or produced identification _____

Type of identification produced _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE
ATTACHED TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document **INGRESS-EGRESS EASEMENT**
Number of Pages ____ Date of Document _____
Signers Other than Named Above NONE

EXHIBIT "A"

THIS IS NOT A SURVEY.

SEC. 27, TWP. 30 S., RNG. 16 E.

PINELLAS COUNTY, FLORIDA

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY
THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

EXHIBIT A

DESCRIPTION:

A PORTION OF LOT 1, PARK BOULEVARD RETAIL SUBDIVISION, AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 140, PAGES 49-50, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, PARK BOULEVARD RETAIL SUBDIVISION, AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 140, PAGES 49-50, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S00°20'32"E, ALONG THE WESTERLY LINE OF SAID LOT 1 ALSO BEING THE EASTERLY LINE OF LOT 2, A REPLAT OF PARK VIEW SUB-DIV, AS SHOWN ON THE PLAT THEREOF RECORDED OF PLAT BOOK 19, PAGE 81, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 251.90 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2 ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY LINE OF LOT 1, N89°38'31"E, A DISTANCE OF 35.18 FEET TO A POINT OF CURVATURE; THENCE 131.35 FEET ALONG THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 41.81 FEET, A CENTRAL ANGLE OF 180°00'00", AND A CHORD BEARING S00°21'29"E, A DISTANCE OF 83.62 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1 ALSO BEING THE EASTERLY LINE OF LOT 3 OF SAID REPLAT OF PARK VIEW SUB-DIV; THENCE ALONG THE WESTERLY LINE OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES: 1) N47°31'29"W, ALSO ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 34.74 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3 ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF 73RD AVENUE NORTH, AS SHOWN ON SAID PLAT OF PARK BOULEVARD RETAIL SUBDIVISION; 2) S89°38'31"W, ALSO ALONG SAID NORTHERLY LINE OF LOT 3 AND SOUTHERLY LINE OF 73RD AVENUE NORTH, A DISTANCE OF 9.72 FEET TO A POINT ON THE EASTERLY TERMINATION LINE OF SAID 73RD AVENUE NORTH; 3) N00°20'32"W, ALSO ALONG SAID EASTERLY TERMINATION LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,157.9 SQUARE FEET (0.12 ACRE), MORE OR LESS.

NOTES:

1. BEARINGS FOR THIS SKETCH OF DESCRIPTION ARE BASED ON THE WESTERLY LINE OF LOT 1, PARK BOULEVARD RETAIL SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 140, PAGE 50, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. HAVING A BEARING OF N00°20'32"W.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED.
3. THIS SKETCH OF DESCRIPTION IS BASED ON U.S. SURVEY FEET.
4. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD. THE GEOMETRY AS DESCRIBED ON THE RECORDED DOCUMENTS AS NOTED HEREIN AND IS SUBJECT TO AN ACCURATE FIELD BOUNDARY SURVEY.

DEUEL & ASSOCIATES
A SEPI COMPANY

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.DEUELENGINEERING.COM
LICENSED BUSINESS NUMBER 8423

THIS DOCUMENT IS NOT VALID WITHOUT THE
SIGNATURE AND ORIGINAL RAISED SEAL OR
THE DIGITAL SIGNATURE OF THE FLORIDA
LICENSED SURVEYOR AND MAPPER SHOWN
HEREON.

SKETCH OF DESCRIPTION INGRESS/EGRESS EASEMENT 4040 PARK BOULEVARD

FREDERICK S. BACHMANN, PLS, LS 5174

CITY OF PINELLAS PARK

FLORIDA

PROJECT NO. SE22.442

DATE: 10/5/2022

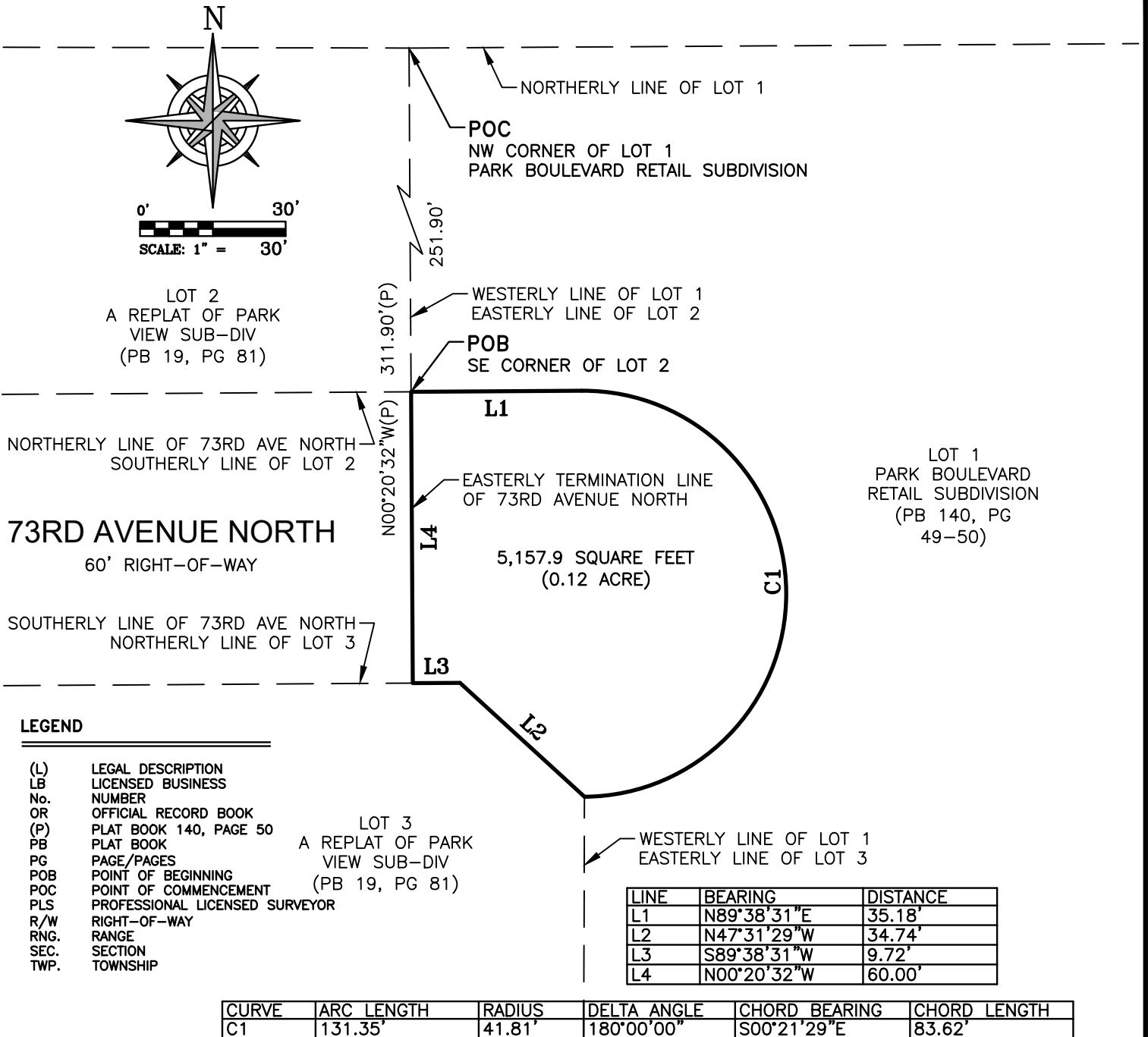
DRAWN: TBM

SCALE: N/A

SHEET NO. 1 OF 2

THIS IS NOT A SURVEY.
THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY
THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SEC. 27, TWP. 30 S., RNG. 16 E.
PINELLAS COUNTY, FLORIDA



NOTES:

- BEARINGS FOR THIS SKETCH OF DESCRIPTION ARE BASED ON THE WESTERLY LINE OF LOT 1, PARK BOULEVARD RETAIL SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 140, PAGE 50, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. HAVING A BEARING OF N00°20'32"W.
- ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED.
- THIS SKETCH OF DESCRIPTION IS BASED ON U.S. SURVEY FEET.
- THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD. THE GEOMETRY AS DESCRIBED ON THE RECORDED DOCUMENTS AS NOTED HEREIN AND IS SUBJECT TO AN ACCURATE FIELD BOUNDARY SURVEY.
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/30 OR SMALLER.

DEUEL & ASSOCIATES
A SEPI COMPANY

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.DEUELENGINEERING.COM
LICENSED BUSINESS NUMBER 8423

THIS DOCUMENT IS NOT VALID WITHOUT THE
SIGNATURE AND ORIGINAL RAISED SEAL OR
THE DIGITAL SIGNATURE OF THE FLORIDA
LICENSED SURVEYOR AND MAPPER SHOWN
HEREON.

I, FREDERICK S. BACHMANN, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT THE SKETCH REPRESENTED HEREON, WAS MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 5J-17.052(6) DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. THIS DOCUMENT IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL.

**SKETCH OF DESCRIPTION
INGRESS/EGRESS EASEMENT
4040 PARK BOULEVARD**

CITY OF PINELLAS PARK

FLORIDA

PROJECT NO.	SE22.442
DATE:	10/5/2022
DRAWN:	TBM
SCALE:	1"=30'
SHEET NO.	2 OF 2

EXHIBIT "B"

SPECIAL STIPULATIONS

1. Grantee, its employees, agents or invitees shall at no time: (i) block the curb cuts, entrances or exits to the Ingress-Egress Easement area or property and/or store equipment or trucks on Grantor's property, or (ii) park, or permit their employees, agents or invitees to park, on any portion of Grantor's property. The easements granted herein shall be for the benefit of Grantee; but the same is not intended to nor shall it be construed as creating any rights in or for the benefit of the general public.
2. Grantee shall not interfere with the use, occupancy or enjoyment of any part of Grantor's property (including, without limitation, customer and truck access, parking, loading, unloading, deliveries, outdoor sales or storage).
3. Grantee hereby agrees to indemnify and hold Grantor and its successors in title harmless from and against any cost or expense the Grantee or its successors may incur as a result of this grant of easement, in an amount not to exceed the monetary limits on liability set forth in Florida Statute §768.28, as this statute may be amended from time to time. The provisions and limitations of Florida Statute §768.28, as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify and hold Grantor and its successors in title harmless as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract. This agreement to indemnify and hold Grantor and its successors in title harmless shall not apply to those costs or expenses resulting from the gross negligence of Grantor or its successors in title.



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

June 5, 2023

Mr. Aaron Petersen
Assistant Community Development Administrator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #23-065
Ingress-Egress Easement – Home Depot and City of Pinellas Park

Dear Mr. Petersen:

Our office has received and reviewed the above-mentioned Ingress-Egress Easement between Home Depot U.S.A., Inc. and the City of Pinellas Park for the property located at 4040 Park Boulevard. Our office would recommend revising paragraph 3 of Exhibit B as follows:

Grantee hereby agrees to indemnify and hold Grantor and its successors in title harmless from and against any cost or expense the Grantee or its successors may incur as a result of this grant of easement, in an amount not to exceed the monetary limits on liability set forth in Florida Statute §768.28, as this statute may be amended from time to time. The provisions and limitations of Florida Statute §768.28, as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify and hold Grantor and its successors in title harmless as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract. This agreement to indemnify and hold Grantor and its successors in title harmless shall not apply to those costs or expenses resulting from the gross negligence of Grantor or its successors in title.

Mr. Aaron Petersen
June 5, 2023
Page 2

Our office has confirmed with Home Depot's attorney, Gary Knopf, that the above-mentioned change is acceptable to Home Depot. Therefore, once the above change is incorporated into the Easement, and assuming the legal description contained in Exhibit A is correct, our office would approve of the Ingress-Egress Easement as to form and correctness.

Very truly yours,



Lauren C. Rubenstein
City Attorney

cc: Bart Diebold, City Manager
Jennifer Carfagno, MMC, City Clerk
Chief Michael Haworth, Asst. City Manager
Nick Colonna, Community Development Administrator

LCR/dh

23-065.04062023.LAP.Rev Ingress Egress Easement Home Depot.wpd