

Prepared by and return to:  
Real Property Division  
Attn: Jeffrey Harris  
509 East Ave. South  
Clearwater, FL 33756

## EASEMENT

PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 509 East Avenue South, Clearwater, FL 33756, hereinafter referred to as "COUNTY" does hereby grant and convey a stormwater infrastructure maintenance easement ("Easement") unto the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation of the State of Florida, whose address is 5141 78<sup>th</sup> Avenue North, Pinellas Park, FL 33781, hereinafter referred to as "CITY" (collectively, the "Parties").

**WHEREAS**, the Parties entered into an Interlocal Maintenance Agreement on July 12, 2019 that designated specific maintenance responsibilities of the Parties on 67.21 acres of land owned by COUNTY, located off Lake Boulevard and 43<sup>rd</sup> Street North within incorporated Pinellas Park (Parcel ID# 15-30-16-71028-300-0100) ("COUNTY Property"), subsequently recorded in OFFICIAL RECORDS BOOK 20630, PAGES 2405-2409; "Exhibit A" attached hereto and incorporated herein by reference ("Interlocal Agreement"); and

**WHEREAS**, COUNTY desires to grant and convey this Easement to the CITY in order to perform the maintenance responsibilities for the stormwater and sanitary sewer infrastructure on COUNTY Property, as more specifically set forth in the Interlocal Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and the tangible and intangible benefits to be derived by the Parties, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are hereby acknowledged as true and correct and are incorporated herein by reference.

2. COUNTY hereby grants and conveys unto CITY an Easement upon the property more particularly described in Exhibit B, attached hereto and incorporated herein by reference ("Easement Area").
3. COUNTY hereby warrants and covenants (a) that COUNTY is the owner of the fee simple title of the Easement Area; and (b) that COUNTY has full rights and lawful authority to grant and convey this Easement to CITY.
4. COUNTY hereby grants and conveys to CITY an Easement for the performance of its maintenance responsibilities in the Easement Area as set forth in the Interlocal Agreement (Exhibit A). The Easement shall also include ingress and egress by the CITY, its personnel, contractors, subcontractors and equipment over, upon and across the Easement Area in order to perform these maintenance responsibilities.
5. Except for those acts reasonably necessary to accomplish the purposes of this Easement, CITY covenants not to do any acts or use the Easement Area in a manner that could reasonably be expected to cause unnecessary damage to COUNTY'S property.
6. Each party shall be responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, contractors, agents and invitees thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by Grantor, as provided in Florida Statutes, Section 768.28, as amended from time to time, or any other law providing limitations on claims.

IN WITNESS WHEREOF, the Parties have hereunder set their respective hands and seals on the last day and year referenced below.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES

COUNTY:  
PINELLAS COUNTY, FLORIDA

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

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

Joseph Lauro  
Director, Administrative Services

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: Anne M. Morris  
Office of the County Attorney

COUNTER SIGNED:

CITY OF PINELLAS PARK, FLORIDA  
A municipal corporation of the State of Florida

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

Sandra Bradbury, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

James W. Denhardt, City Attorney

ATTEST:

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

Diane Corna, City Clerk

**EXHIBIT "A"**

## **INTERLOCAL MAINTENANCE AGREEMENT**

THIS INTERLOCAL MAINTENANCE AGREEMENT (the "Agreement"), is made by and between PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County"), and the CITY OF PINELLAS PARK, a municipal corporation of the State of Florida (the "City"), collectively the "Parties".

### **RECITALS**

WHEREAS, this Agreement is made and entered between the Parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969";

WHEREAS, the County owns 67.21 acres of land off Lake Boulevard and 43<sup>rd</sup> Street North within incorporated Pinellas Park (Parcel ID# 15-30-16-71028-300-0100) (the "Subject Property"), which is used for flood control, stormwater treatment, and wetland mitigation;

WHEREAS, the County is constructing improvements to a flood control facility, an existing borrow pit, and open space (the "County Flood Control Facility") on the Subject Property;

WHEREAS, the City owns and maintains preexisting stormwater and sanitary sewer infrastructure on the Subject Property;

WHEREAS, as part of the improvements to the County Flood Control Facility, the County is upgrading certain City stormwater infrastructure on the Subject Property; and

WHEREAS, in light of the improvements to the County Flood Control Facility and upgrades to certain City stormwater infrastructure on the Subject Property, the Parties wish to clarify maintenance responsibilities for stormwater and sanitary sewer infrastructure on the Subject Property.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and the benefits to be derived by the Parties to this Agreement and other good and valuable consideration hereby acknowledged, the Parties agree as follows:

1. The County agrees to maintain all existing and future stormwater infrastructure within the Subject Property, except for the five (5) infall and one (1) outfall pipes depicted as the City's maintenance responsibility on the map of the Subject Property (the "Map") attached hereto as Exhibit A. County maintenance activities may include, but are not limited to, pipe repair and replacement, vegetation management, bank stabilization, litter removal, and dredging. All County maintenance activities shall be performed as necessary within the County's sole discretion.

2. The City agrees to maintain the aforementioned five (5) infall and one (1) outfall pipes. City stormwater infrastructure maintenance activities may include, but are not limited to, pipe repair and replacement, and sediment and litter removal. The City further agrees to maintain all existing and future sanitary sewer infrastructure on the Subject Property, including but not limited

to the sanitary sewer pipe depicted as the City's maintenance responsibility on the Map. The County shall grant the City requisite authority to access the Subject Property to fulfill the City's obligations hereunder through separate legal instruments. Before discontinuing maintenance of any stormwater or sanitary sewer infrastructure, the City shall provide the County with thirty (30) days' written notice and shall, at the City's sole expense, remove such improvements and return the land to its original condition. Before constructing any new stormwater or sanitary sewer infrastructure on the Subject Property, the City shall secure written approval from the County.

3. Each party agrees to be responsible for its own negligence under this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity by either party.

Any contract entered into by the City for stormwater or sanitary sewer infrastructure construction or maintenance services within the Subject Property shall contain the following indemnification language:

Contractor agrees to indemnify, hold harmless, and defend the County, and the County's agents, officers, and employees, against all claims, damages, losses and expenses, including payment of reasonable attorneys' fees and costs, arising or resulting from actions of the Contractor or its subcontractors hereunder.

In any contract as defined above, where indemnification of County is required, City shall require Contractor to add the County as additional insured on Contractor's Commercial General Liability Policy.

4. This Agreement shall take effect upon execution by both parties and shall continue in full force and affect until December 31, 2029, unless extended or terminated as provided herein. Notwithstanding the foregoing, this Agreement shall not become effective until the County files this Agreement with the Pinellas County Clerk of the Circuit Court as required by FS § 163.01(11).

5. This Agreement may be amended or extended by the Parties in writing at any time.

6. This Agreement may be terminated in writing by either party without cause upon thirty (30) days' written notice to the other party or with cause immediately upon written notice to the other party.

7. This Agreement shall constitute the entire Agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement and not expressly incorporated herein shall not be binding on either party.

8. If any word, clause, sentence, or paragraph of the Agreement is held invalid, the remainder of this Agreement shall remain in full force.

9. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action brought pursuant hereto shall be in Pinellas County.

10. Nothing herein shall be construed to create any third party beneficiary rights in any person not a party to this Agreement.

11. All notices required by law and by this Agreement to be given by one party to the other shall be in writing and shall be sent via USPS Certified Mail to the following respective addresses:

COUNTY:

Director of Public Works  
Pinellas County Department of Public Works  
22211 U.S. Highway 19  
Clearwater, FL 33765

CITY:

Administrator of Public Works  
City of Pinellas Park Public Works  
6250 82nd Avenue North  
Pinellas Park, FL 33781

12. The Parties acknowledge that the records relating to this Agreement and the carrying out of the obligations hereunder are subject to the provisions of Florida Statutes, Chapter 119.

13. This Agreement is not a general obligation of either party. It is understood that neither this Agreement nor any representation by an employee or officer of either party creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by either party beyond the monies budgeted and available for this purpose. If funds are not appropriated by a party for any or all of this Agreement, that party shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. Each party agrees to promptly notify the other party in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to County.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed  
this 12 day of JULY, 2019.

[Remainder of Page Left Intentionally Blank]

EXHIBIT "A"

PINELLAS COUNTY, FLORIDA, by and  
through its County Administrator

By: Barry A. Burton  
Barry A. Burton  
County Administrator

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY

By: James W. Denhardt  
Assistant County Attorney

WITNESS:

By: Della Khay  
Printed Name: Della Khay

CITY OF PINELLAS PARK, FLORIDA

By: Doug Lewis  
Doug Lewis, City Manager  
By: Sandra Bradbury  
Sandra Bradbury, Mayor

APPROVED AS TO FORM  
AND CORRECTNESS:

By: James W. Denhardt  
James W. Denhardt, City Attorney

Attest:

Nancy Stettin  
City Clerk

EXHIBIT "A"



EXHIBIT "A"  
Supplimental Aerial

Stormwater infall pipe to be maintained by Pinellas Park

Sanitary sewer pipe - to be maintained by Pinellas Park

Property owned by Pinellas Park

Stormwater outfall pipe to be maintained by Pinellas Park

Stormwater outfall pipe to be maintained by Pinellas County

Stormwater infall pipe to be maintained by Pinellas Park

Stormwater infall pipe to be maintained by Pinellas Park

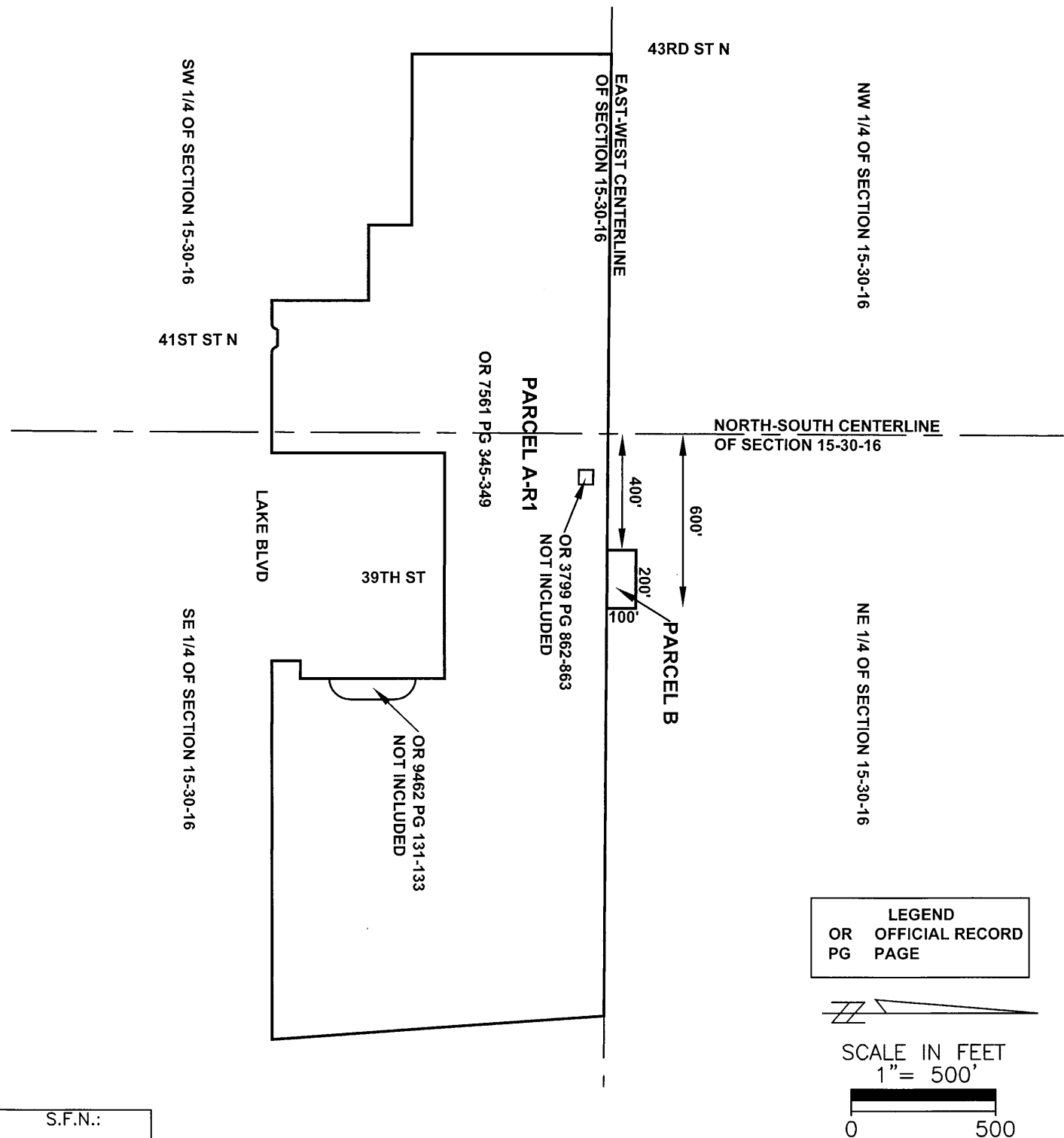
Stormwater infall pipe to be maintained by Pinellas Park

Stormwater infall pipe to be maintained by Pinellas Park

Boundary of Pinellas County owned property



SECTION(S) 15, TOWNSHIP 30 SOUTH, RANGE 16 EAST  
SKETCH - NOT A SURVEY



S.F.N.:  
2123\_00002

EXHIBIT **"B"**

Parcel No.: PARCELS A-R1 & B  
SHEET 1 OF 2

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



SECTION(S) 15, TOWNSHIP 30 SOUTH, RANGE 16 EAST  
DESCRIPTION

Parcel A-R1

County owned lands granted to Pinellas County per Official Records Book 7561, Pages 345-349, Public Records of Pinellas County, Florida, lying in Section 15, Township 30 South, Range 16 East, Pinellas County, Florida.

Less and Except:

That certain parcel granted to the City of Pinellas Park per Official Record 9462, Pages 131-133, Public Records of Pinellas County, Florida, lying in Section 15, Township 30 South, Range 16 East.

Parcel B

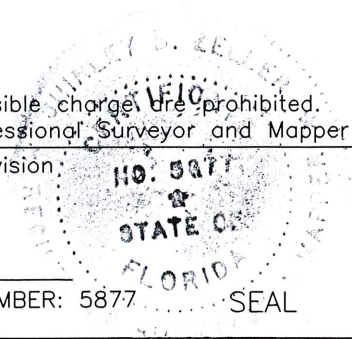
The South 100.00 feet of the East 200.00 feet of the West 600.00 feet of the Northeast 1/4 of Section 15, Township 30 South, Range 16 East.

REVISION NOTES:

12/7/2021 OFFICIAL RECORD PAGES ADDED PER THE REQUEST OF PINELLAS PARK.

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

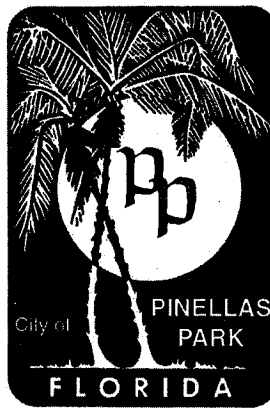
CALCULATED BY: ch	The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.
CHECKED BY: sz	By: Pinellas County Survey and Mapping Division
S.F.N.: 2123_00002	DATE 12/8/2021 SHIRLEY B. ZELLER, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 5877 STATE OF FLORIDA, PHONE # (727) 464-8904



City of

# PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



# FLORIDA

PHONE • (727) 369-0700  
FAX • (727) 544-7448

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

December 21, 2021

Mr. Aaron Petersen  
Construction Services Director  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #21-328**  
**Roosevelt Pond Parcel Easement**

Dear Mr. Petersen:

We have received and reviewed the above-referenced Easement agreement pertaining to the Roosevelt Pond parcel. We note that the Agreement is being signed by Mr. Joseph Lauro, Administrative Services Director for Pinellas County. Our office has confirmed with the County Attorney's Office that Mr. Lauro does have the authority to enter into such agreement and grant the City of Pinellas Park, on behalf of the County, the easement rights contained in this agreement.

Assuming that the legal description contained in Exhibit B is correct, our office would approve of the Easement agreement as to form and correctness.

Very truly yours,

James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Bart Diebold, Assistant City Manager  
Lisa Hendrickson, Assistant City Manager

JWD/dh

21-328.12212021.LAP.Roosevelt Pond Parcel Easement.wpd



PRINTED ON RECYCLED PAPER