

AFTER RECORDING RETURN TO:

Michael P. Lehnert, Esq.
Henderson, Franklin, Starnes & Holt, P.A.
1715 Monroe St.
Fort Myers, FL 33901

STATE OF FLORIDA :

PINELLAS COUNTY :

ABOVE SPACE RESERVED FOR COUNTY RECORDER

PERPETUAL MAINTENANCE AGREEMENT

THIS PERPETUAL MAINTENANCE AGREEMENT (this “**Agreement**”), is made as of this ____ day of _____, 2019, by and between **38321 PINELLAS PARK, LLC**, a Florida limited liability company (“**38321** or **Owner**”), whose address is 900 SW Pine Island Road, Suite 202, Cape Coral, FL 33991, and the **City of Pinellas Park** (“**City**”), whose address is 5141 78th Avenue North, Pinellas Park, Florida 33781.

RECITALS

A. 38321 is the owner of that certain real property generally located at the northeast corner of 94th Avenue North and 49th Street North, Pinellas Park, Florida, which real property is legally described on Exhibit A attached hereto and made a part hereof (“**Parcel 1**”).

B. That certain real property more particularly described as the cross-hatched area shown in Exhibit B attached hereto and incorporated herein by reference (the “**Shared Access Drive Segment**”) is a public right-of-way.

C. 38321 agrees, and covenants with the City, to bear the costs for maintenance of the Shared Access Drive Segment, subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the covenants herein contained, 38321, and its successors and assigns, hereby covenants and agrees as follows:

1. **Maintenance and Repair of Shared Access Drive Segment.** 38321 agrees to maintain the Shared Access Drive Segment at its sole cost and expense.

2. **Term.** The covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Pinellas County Recorder.
3. **Amendment.** The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of the City and all record owners of Parcel 1, evidenced by a document that has been fully executed and acknowledged by all such parties and recorded in the official records of the Recorder of Pinellas County, Florida.
4. **Covenants to Run with Land; Successors and Assigns.** It is intended that, and each of the covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, and in favor of the City of Pinellas Park, Florida, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
5. **Grantee's Acceptance.** The grantee of Parcel 1 or any portion thereof, by acceptance of a deed conveying title thereto, whether from an original party or from a subsequent owner of Parcel 1, 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 personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
6. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
7. **Governing Law.** The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.

[Remainder of page intentionally left blank; signatures are on the following page.]

IN WITNESS WHEREOF, 38321 has executed this Agreement as of the day and year first above-written.

Signed, Sealed and Delivered in the presence of:

38321 Pinellas Park, LLC, a Florida limited liability company

Witness Signature

M. Dan Creighton, Manager

Print/Type Witness Name

Witness Signature

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by M. Dan Creighton, as Manager of 38321 Pinellas Park, LLC, a Florida limited liability company, on behalf of the company, and who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Notary Public

Print/Type Name of Notary

Commission No. _____

Signed, Sealed and Delivered in the City of Pinellas Park
presence of:

Sandra Bradbury, Mayor

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL 1

THAT PORTION OF FARM 31 AND 32 PINELLAS FARMS AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART IN THE STATE OF FLORIDA

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN SOUTH 89°56'03" EAST, 50.00 FEET ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 21; THENCE RUN NORTH 00°03'03" WEST, 15.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF 94TH AVENUE NORTH AND THE EAST RIGHT-OF WAY LINE OF 49TH STREET NORTH (C.R. 611) ALSO BEING THE SOUTH BOUNDARY LINE OF SAID FARM 31 FOR A POINT OF BEGINNING; THENCE SOUTH 89°56'03" EAST, 940.92 FEET ALONG SAID SOUTH BOUNDARY OF SAID FARM 31 AND FARM 32 TO AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF U. S. HIGHWAY #19; THENCE NORTH 31°56'33" WEST, 90.13 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY OF U.S. #19; THENCE SOUTH 56°54'42" WEST, 61.13 FEET; THENCE NORTH 89°56'03" WEST, 592.55 FEET; THENCE NORTH 68°44'26" WEST, 44.14 FEET; THENCE NORTH 00°03'03" WEST, 201.29 FEET; THENCE SOUTH 89°56'57" WEST, 182.24 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 34.33 FEET, AN ARC OF 29.73 FEET, CHORD BEARING NORTH 65°14'15" WEST, 28.81 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 611 (49TH STREET NORTH) TO A NON-TANGENT POINT THAT IS 50.00 FEET EAST OF THE CENTERLINE OF COUNTY ROAD 611; THENCE SOUTH 00°03'03" EAST, 271.91 FEET ALONG A LINE PARALLEL TO AND 50.00 FEET EAST OF THE CENTERLINE OF SAID COUNTY ROAD 611 TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTH HALF OF THAT PORTION OF 94TH AVENUE VACATED BY RESOLUTION NO. 02-45 RECORDED OCTOBER 25, 2002 IN OFFICIAL RECORDS BOOK 12303, PAGE 1431, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LESS AND EXCEPT A TRIANGULAR PORTION THEREOF CONVEYED TO THE CITY OF PINELLAS PARK BY DEED RECORDED IN OFFICIAL RECORDS BOOK 5794, PAGE 1664, PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

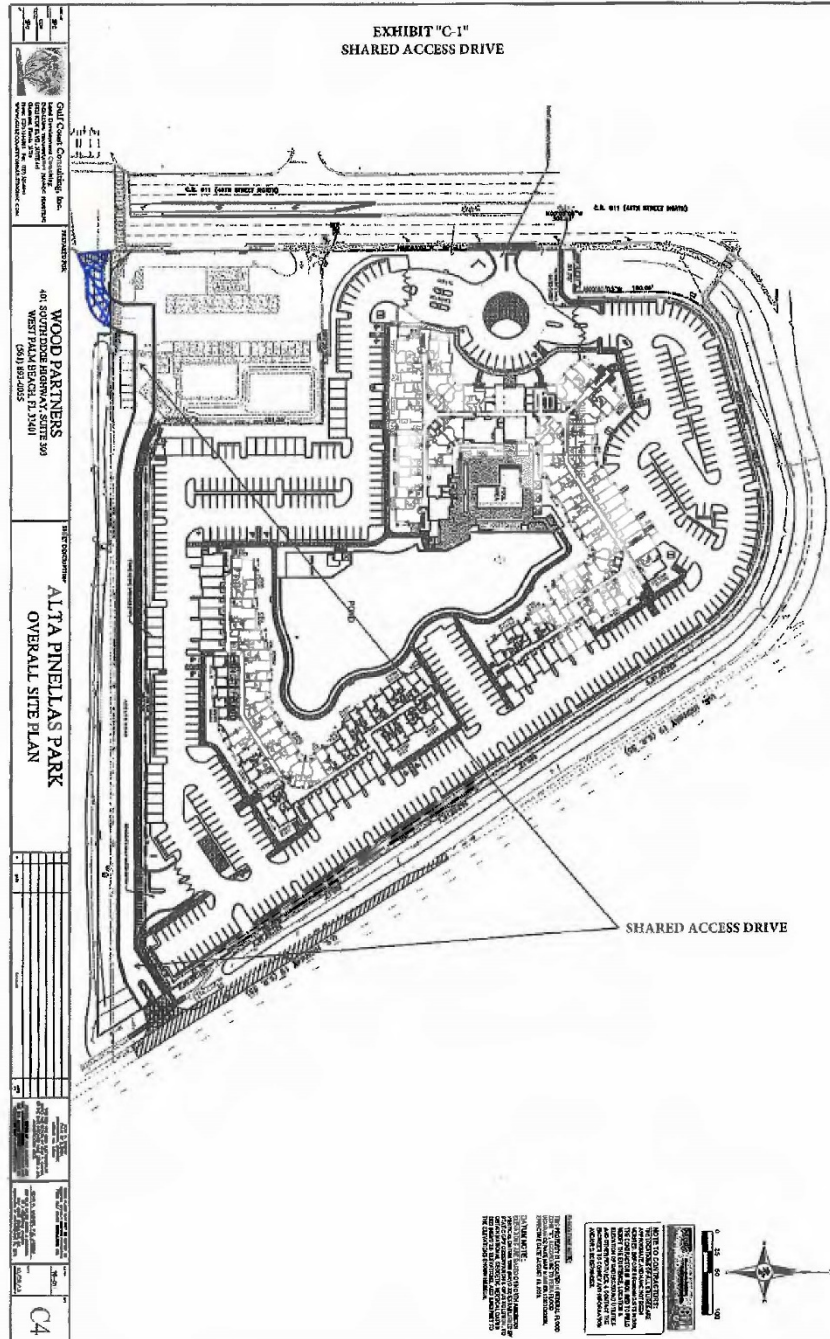
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE RUN SOUTH 89°56'03" EAST, 50.00 FEET; THENCE NORTH 00°03'03" WEST, 15.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF 94TH AVENUE NORTH AND THE EAST RIGHT-OF WAY LINE OF 49TH STREET NORTH (C.R. 611) FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00°03'03" WEST ALONG SAID 49TH STREET RIGHT-OF-WAY LINE, 25.00 FEET; THENCE SOUTH 44°59'33" EAST, 35.39 FEET (DEED) 35.43 FEET (MEASURED) TO THE NORTH RIGHT-OF-WAY LINE OF SAID 94TH AVENUE; THENCE ALONG SAID NORTH LINE NORTH 89°56'03" WEST, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.28 ACRES MORE OR LESS.

EXHIBIT B

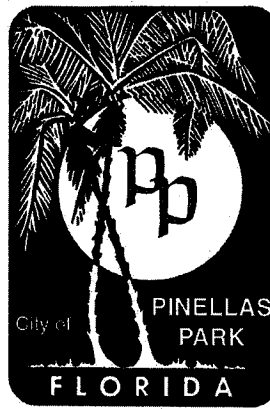
SHARED ACCESS DRIVE SEGMENT

[See attached depiction of the shared access drive segment located within the 94th Avenue N. public right-of-way]



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

October 28, 2019

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

RE: City Document #19-330
Perpetual Maintenance Agreement with 38321 Pinellas Park, LLC

Dear Mr. Petersen:

I have received and reviewed the Perpetual Maintenance Agreement with 38321 Pinellas Park, LLC. I would approve of the revised Perpetual Maintenance 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
Patrick Murphy, Deputy City Manager
Bart Diebold, Public Works Administrator

JWD/dh

19-330.10282019.LAP.Perpetual Mntce Agmt w 38321 Pinellas Park LLC.wpd



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