

Basin: _____
Parcel: _____
PID.: _____
Prepared by and return to:
The City of Pinellas Park
Attn: Aaron Petersen
6250 82nd Avenue North.
Pinellas Park, Florida 33781

DRAINAGE AND ACCESS EASEMENT AGREEMENT

THIS DRAINAGE AND ACCESS EASEMENT AGREEMENT (this "Agreement"), made this ____ day of _____, 2020, between PARK BLVD RESIDENCES, LLC, a Delaware limited liability company, whose address is 2204 Lakeshore Blvd, Suite 450, Birmingham, Alabama 35209, hereinafter referred to as "Grantor," and THE CITY OF PINELLAS PARK, whose address is 5141 78th Avenue N., Pinellas Park, Florida 33781, a political subdivision of the State of Florida, hereinafter referred to as "Grantee."

WITNESSETH:

Grantor is the fee simple owner of certain real property located in the County of Pinellas, State of Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

That the said Grantor, for and in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the Parties hereto agree to grant and convey unto the Grantee, its successors and assigns, a perpetual, non-exclusive, stormwater drainage easement over, under, across and through the Easement Area (as hereinafter defined) for the purpose of the use of Grantor's underground stormwater and surface drainage system (the "Stormwater Facilities"), together with an access and maintenance easement over the adjacent portions of the Property pursuant to Sections 4 and 5 of this Agreement, collectively referred to as the "Easement," over and across the following described property, located in Pinellas County, to wit:

Those certain lands described as "Drainage Easement" on the "Sketch-of-Legal, Proposed Drainage Easement" attached hereto as Exhibit "B" and made part hereof, such area hereinafter referred to as the "Easement Area".

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns forever, subject to the following terms and conditions:

1. Grantor hereby warrants and covenants (a) that Grantor is the fee simple title owner of the Property upon which the Easement is located; and (b) that Grantor has full right and lawful authority to grant and convey the Easement to the Grantee.
2. The grant of the Easement does not create additional restrictions to the rights of the Grantor in the use of this Easement beyond those contained herein.
3. Grantor shall construct the Stormwater Facilities and shall maintain and repair the Stormwater Facilities in good working order.

4. If Grantee, in its' reasonable discretion, determines that Grantor is not maintaining the Easement Area in compliance with Section 3 of this Agreement, then Grantee shall provide Grantor with written notice to perform the maintenance and/or repair work specified in the notice; provided, however, that no prior written notice shall be required in the case of an emergency, which shall be governed by Section 5 of this Agreement. If such work is not performed to Grantee's reasonable satisfaction within thirty (30) days after the date of such notice, then Grantee, its' employees, independent contractors and designees may enter the Property to perform any and all work required bringing the Stormwater Facilities into compliance with this Agreement.

5. If Grantee, in its' reasonable discretion, determines that there exists or will likely exist an emergency that requires repairs or maintenance to the Stormwater Facilities, Grantee, its employees, independent contractors and designees may immediately enter the Property to perform any and all work required to bring the Stormwater Facilities into compliance with this Agreement, and in such case Grantee shall use reasonable efforts to notify Grantor prior to entering the Property. Notwithstanding the above, the work performed may consist only of avoiding or mitigating the emergency and/or cleaning and/or repairing the Stormwater Facilities to their original condition and standards.

6. Grantor shall be responsible for any reasonable costs incurred by Grantee pursuant to Section 4 and/or Section 5 of this Agreement. If such costs are not paid within thirty (30) days of the work being completed and notice being provided to the Grantor, Grantor agrees that the unpaid costs shall constitute a Special Assessment Lien in favor the Grantee against the Grantor's property.

7. The Easement granted herein shall be continuous and run with the land and is binding upon and shall inure to the benefit of the parties' successors and assigns, heirs, beneficiaries and personal representatives.

8. Except for those acts reasonably necessary to accomplish the purposes of this Easement, Grantee also covenants not to do any acts or things that it could reasonably expect to cause damage to Grantor's Property. With respect to any person not a party to this Easement, this paragraph should not be construed as a waiver of any defense or limitation available to the Grantor or Grantee pursuant to Florida Law, as now in effect, or as may be amended from time to time.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand on the day and year first written.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and date first above written.

GRANTOR:

PARK BLVD RESIDENCES, LLC, a Delaware limited liability company

By: Park Blvd Holdings, LLC, a Delaware limited liability company
Its Sole Member

By: LIV Park Blvd Partners, LLC, an Alabama limited liability company
Its Manager

By: LIV Park Blvd, LLC, an Alabama limited liability company
Its Manager

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

BEFORE THE UNDERSIGNED, a Notary Public of the State and County aforementioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of LIV Park Blvd, LLC, an Alabama limited liability company, the Manager of LIV Park Blvd Partners, LLC, an Alabama limited liability company, the Manager of Park Blvd Holdings, LLC, a Delaware limited liability company, the Manager of PARK BLVD RESIDENCES, LLC, a Delaware limited liability company, and as such officer, executed the foregoing Agreement for the purpose therein contained, by signing the name of the company as such officer and acknowledged the instrument to be the free act and deed of PARK BLVD RESIDENCES, LLC.

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____.

Notary Public
My Commission Expires: _____

Personally known: _____ or Produced Identification: _____

Type of Identification Produced: _____ Driver's License _____ Other: _____

EXHIBIT A

Description Grantor's Property

From the Northeast corner of the SE 1/4 of the SE 1/4 of Section 25, Township 30 South, Range 15 East, run North 89° 37'08" West along the 40 acre line, 1104.00 feet; thence South 00°42'52" West a distance of 65.00 feet to a found capped 5/8" iron rod, LB 6707, for a Point of Beginning; thence run South 0°43'11" West along the approximate centerline of a drainage ditch a distance of 1274.87 feet to found capped 5/8" iron rod, LB 6707; thence run North 89°25'07" East a distance of 707.37 feet to a found capped 5/8" iron rod, LB 6707; thence run North 0°09'06" East a distance of 1112.92 feet to a found open pipe, 1/2", no id; thence North 89°34'06" W a distance of 200.19 feet to a found 4"x4" concrete monument, no id; thence North 00°13'56" East a distance of 149.84 feet to a found capped 1/2" iron rod, LB 107; thence North 89°37'08" West a distance of 494.70 feet back to the Point of Beginning.

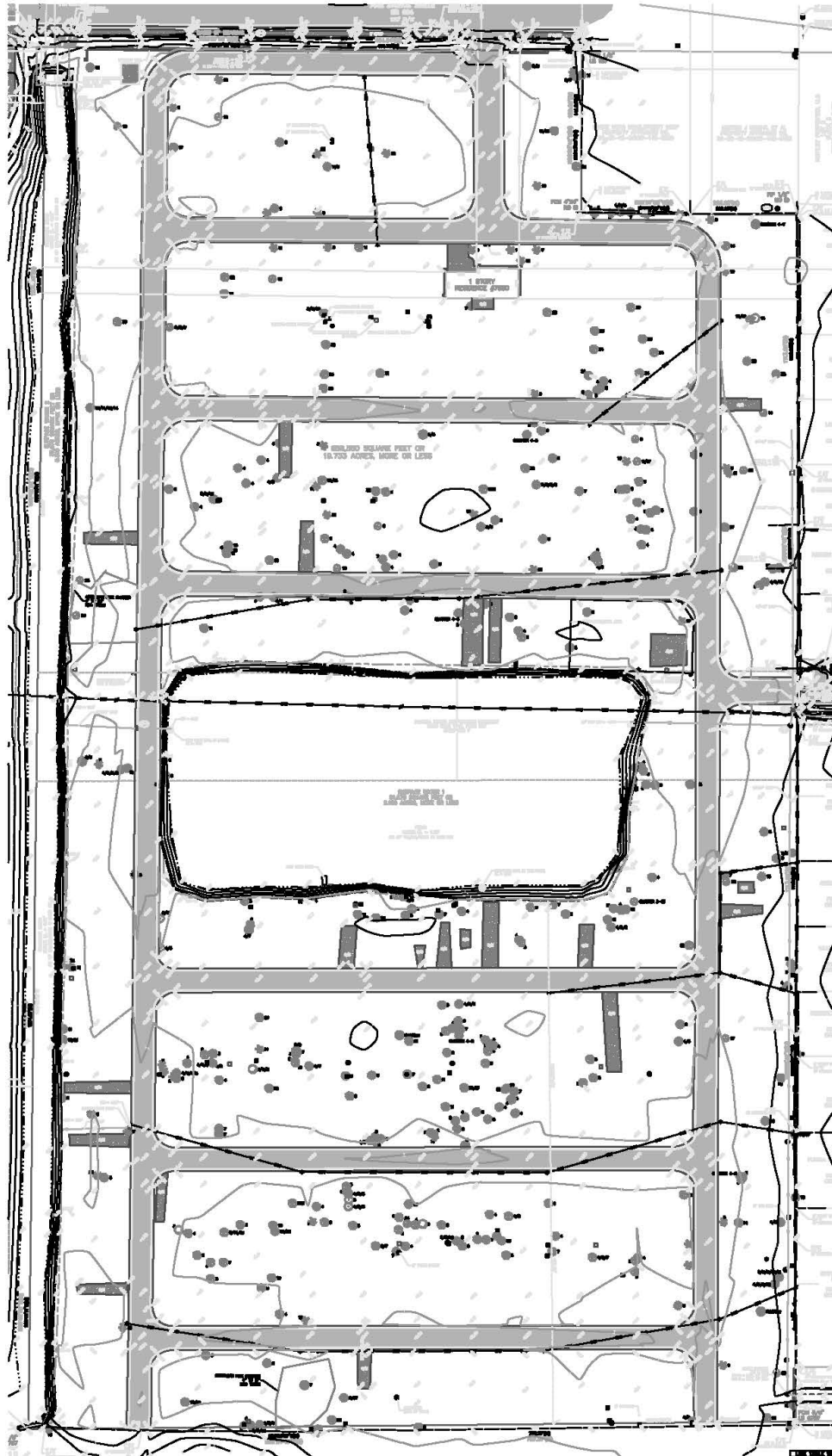
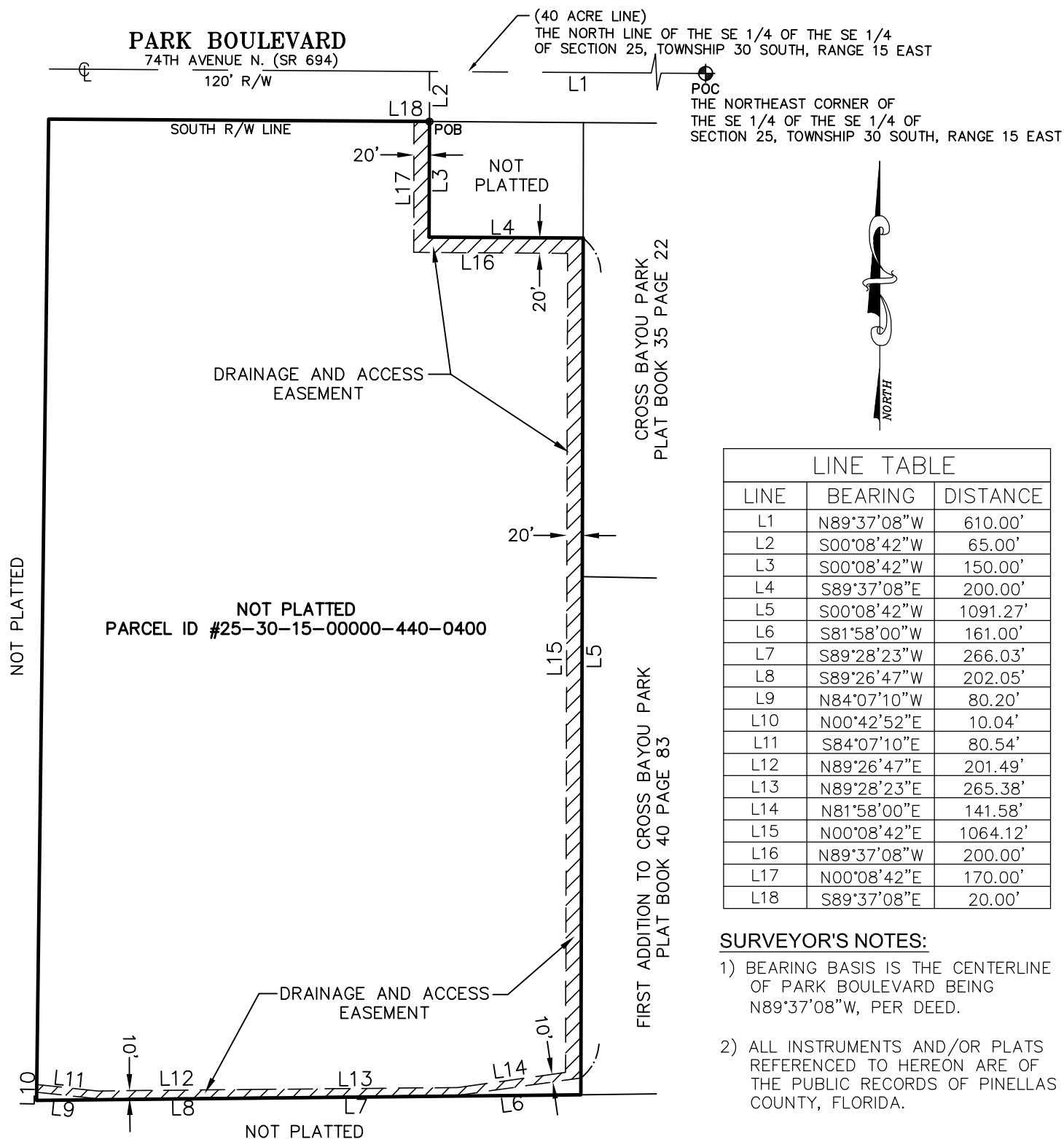


EXHIBIT B

Depiction of Easement Area

SKETCH-OF-LEGAL
PROPOSED DRAINAGE AND ACCESS
EASEMENT

SECTION 25, TOWNSHIP 30 S., RANGE 15 E.
PINELLAS COUNTY, FLORIDA



THIS IS NOT A BOUNDARY SURVEY!!!

NAME AND ADDRESS OF THE PREPARER:

<i>DRAWN BY:</i>	P.T.
<i>CHECKED BY:</i>	D.J.E.
<i>DATE:</i>	SEPTEMBER 11, 2020
<i>SCALE:</i>	NOT TO SCALE
<i>SHEET</i>	1 of 2
W.O.	5838

LEGEND:
A.K.A.= Also Known As
GOVT.= Government
O.R. = Official Records Book
PG. = Page
POB = Point of Beginning
POC = Point of Commencement
R/W = Right-of-Way

GEODATA SERVICES INC.
1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727)447-1763
LB 7466



SKETCH-OF-LEGAL

PROPOSED DRAINAGE AND ACCESS EASEMENT

SECTION 25, TOWNSHIP 30 S., RANGE 15 E.
PINELLAS COUNTY, FLORIDA

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 25, RUN NORTH 89°37'08" WEST, ALONG THE 40 ACRE LINE, 610.00 FEET; THENCE LEAVING SAID 40 ACRE LINE, RUN SOUTH 00°08'42" WEST, 65.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PARK BOULEVARD, AND THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, CONTINUE SOUTH 00°08'42" WEST, 150.00 FEET; THENCE RUN SOUTH 89°37'08" EAST, 200.00 FEET, TO A POINT ON THE WEST BOUNDARY LINE OF THE PLAT OF "CROSS BAYOU PARK", AS RECORDED IN PLAT BOOK 35, PAGE 22, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'42" WEST ALONG SAID WEST BOUNDARY LINE OF "CROSS BAYOU PARK" AND THE WEST BOUNDARY LINE OF THE PLAT OF "FIRST ADDITION TO CROSS BAYOU PARK", AS RECORDED IN PLAT BOOK 40, PAGE 83, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, 1091.27 FEET; THENCE LEAVING SAID WEST BOUNDARY LINE OF "FIRST ADDITION TO CROSS BAYOU PARK", RUN SOUTH 81°58'00" WEST, 161.00 FEET; THENCE RUN SOUTH 89°28'23" WEST, 266.03 FEET; THENCE RUN SOUTH 89°26'47" WEST, 202.05 FEET; THENCE RUN NORTH 84°07'10" WEST, 80.20 FEET; THENCE RUN NORTH 00°42'52" EAST, 10.04 FEET; THENCE RUN SOUTH 84°07'10" EAST, 80.54 FEET; THENCE RUN NORTH 89°26'47" EAST, 201.49 FEET; THENCE RUN NORTH 89°28'23" EAST, 265.38 FEET; THENCE RUN NORTH 81°58'00" EAST, 141.58 FEET; THENCE RUN NORTH 00°08'42" EAST, PARALLEL TO, AND 20' WEST OF, SAID WEST BOUNDARY LINES OF SAID PLATS OF "FIRST ADDITION TO CROSS BAYOU PARK" AND "CROSS BAYOU PARK", 1064.12 FEET, THENCE RUN NORTH 89°37'08" WEST, 200.00 FEET; THENCE RUN NORTH 00°08'42" EAST, 170.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PARK BOULEVARD; THENCE RUN SOUTH 89°37'08" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 20.00 FEET, BACK TO THE POINT OF BEGINNING.

PARCEL CONTAINS 35,747 SQUARE FEET, OR 0.82 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- 1) BEARING BASIS IS THE CENTERLINE OF PARK BOULEVARD BEING N89°37'08"W, PER DEED.
- 2) ALL INSTRUMENTS AND/OR PLATS REFERENCED TO HEREON ARE OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON AND THAT SAID ABOVE SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DENNIS J. EYRE, P.L.S. FLA. REG. No. 2865
DATE: SEPTEMBER 11, 2020

THIS IS NOT A BOUNDARY SURVEY!!!

NAME AND ADDRESS OF THE PREPARER:

DRAWN BY: P.T.
CHECKED BY: D.J.E.
DATE: SEPTEMBER 11, 2020
SHEET 2 of 2
W.O. 5838

LEGEND:
A.K.A.= Also Known As
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1166 KAPP DRIVE
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PHONE: (727)447-1763
LB 7466



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 30, 2020



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

RE: City Document #20-317
Revised Drainage and Access Easement Agreement - 7950 Park Blvd.

Dear Mr. Petersen:

I have received and reviewed the revised Drainage and Access Easement, as well as email correspondence from LIV Development. I would approve of the revised 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
Patrick Murphy, Deputy City Manager
Bart Diebold, Public Works Administrator

LCR/cb

20-317.10302020.LAP.Revised Drainage Easement - 7950 Park Blvd.wpd



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