

PREPARED BY AND WHEN RECORDED RETURN TO:

ALAN S. ZIMMET, B.C.S.
BRYANT MILLER OLIVE PA
201 NORTH FRANKLIN STREET, SUITE 2700
TAMPA, FL 33602

BUS TRANSFER STATION EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made as of this _____ day of _____, 2017, by the **City of Clearwater, Florida**, a municipal corporation with its principal place of business located at 112 South Osceola Avenue, Clearwater, FL 33756 (“Grantor”).

WHEREAS, Grantor is a municipal corporation that owns or has jurisdiction over certain portions of the right-of-way of Causeway Boulevard and the property adjacent to Causeway Boulevard directly west of the Mandalay Channel, as more particularly described in Exhibit “A” (“Property”); and

WHEREAS, the Pinellas Suncoast Transit Authority, an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 (“Grantee”), is a transit authority that provides transit services throughout Grantor’s jurisdiction; and

WHEREAS, Grantor and Grantee have agreed in an interlocal agreement dated _____ (“Interlocal Agreement”) that Grantee may construct, operate, and maintain a bus transfer facility on the Property (“Bus Transfer Station”); and

WHEREAS, pursuant to the Interlocal Agreement, the Grantor has agreed to grant Grantee an easement on the portions of the Property that Grantor owns (the “Easement Property”, attached hereto and incorporated herein as Exhibit “B”), and a Right-of-way Permit for the portions of the Property Grantor does not own but for which Grantor has operational and maintenance jurisdiction (the “Right-of-way Permit Limits”, attached hereto and incorporated herein as Exhibit “C”), in order to allow for the construction, operation, and maintenance of the Bus Transfer Station by Grantee.

NOW, THEREFORE, Grantor, for itself and its successors and assigns, hereby subjects the Property to the easement set forth herein.

SECTION 1: RECITALS

The above recitals are true and correct and are hereby incorporated by reference.

SECTION 2: GRANT OF EASEMENT

2.1 **GRANT OF EASEMENT.** Grantor hereby grants an exclusive easement in, to, on, over, under, along, through, and across the Easement Property, as more particularly described

and depicted on Exhibit “B” (“Easement Area”) to Grantee and its successors, assigns, agents, employees, and independent contractors, for the purpose of constructing, operating, and maintaining the Bus Transfer Station for so long as the Interlocal Agreement is in effect (“Easement”). The easement granted herein is exclusive only as to the uses described above.

- 2.2 GRANT OF RIGHT-OF-WAY PERMIT. Of even date herewith, Grantor shall grant Grantee a Right-of-way Permit for occupation and use of the portions of the Property that Grantor does not own, but for which Grantor has operational and maintenance responsibilities.
- 2.3 RECORDING. Grantee may record this Agreement in the official records of Pinellas County, Florida.

SECTION 3: REPRESENTATIONS AND WARRANTIES

Grantor hereby represents and warrants to Grantee as follows:

- 3.1 OWNERSHIP. Grantor is the owner in fee simple of the Easement Property, subject to existing rights of way, easements, covenants, conditions, restrictions, and other matters of record, on which Grantee intends to construct, operate, and maintain the Bus Transfer Station.
- 3.2 RIGHT TO CONVEY EASEMENT. Grantor warrants and represents that Grantor has the right to convey an easement in, to, on, over, under, along, through, and across the Easement Property 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 those signing the Agreement on behalf of Grantor have the authority to bind Grantor to this Agreement.

SECTION 4: USE OF EASEMENT AREA

Notwithstanding the foregoing grant of easement, Grantor retains the right to use the Easement Area for any lawful purpose other than for a permanent building, structure, foundation, or other use inconsistent with the Easement granted herein or that interfere with Grantee’s use of the Easement Property.

SECTION 5: BINDING EFFECT

The foregoing grant of Easement 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. The grant of Easement hereunder shall terminate upon termination of the Interlocal Agreement.

IN WITNESS WHEREOF, the Grantor, the City of Clearwater, has executed this Agreement on the date written above.

Witness:

GRANTOR:

Print Name: _____

William B. Horne, II
City Manager

Witness:

George N. Cretekos
Mayor

Print Name: _____

Attest:

Rosemarie Call
City Clerk

Approved as to form:

Pamela K. Akin
City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ as _____ for the City of Clearwater.

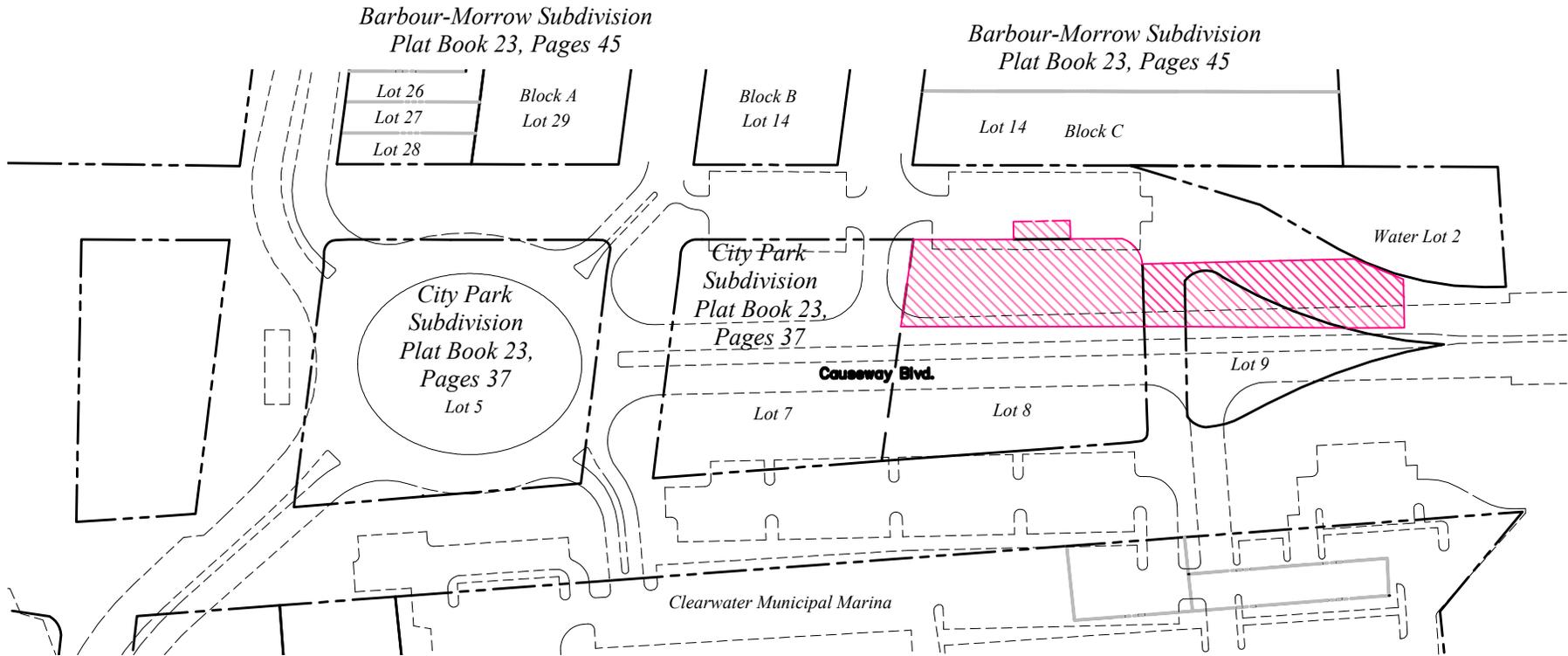
Personally Known OR Produced Identification

Type of Identification Produced:

EXHIBIT A
Legal Description of Property

N. T. S.
 This is not a survey

EXHIBIT "A"



Linetype Legend

-  Lot Line
-  Property Line
-  Right-of-Way Line

CITY OF CLEARWATER ENGINEERING DEPARTMENT	
DRAWN BY L. Moody	CHECKED BY T. Mahony

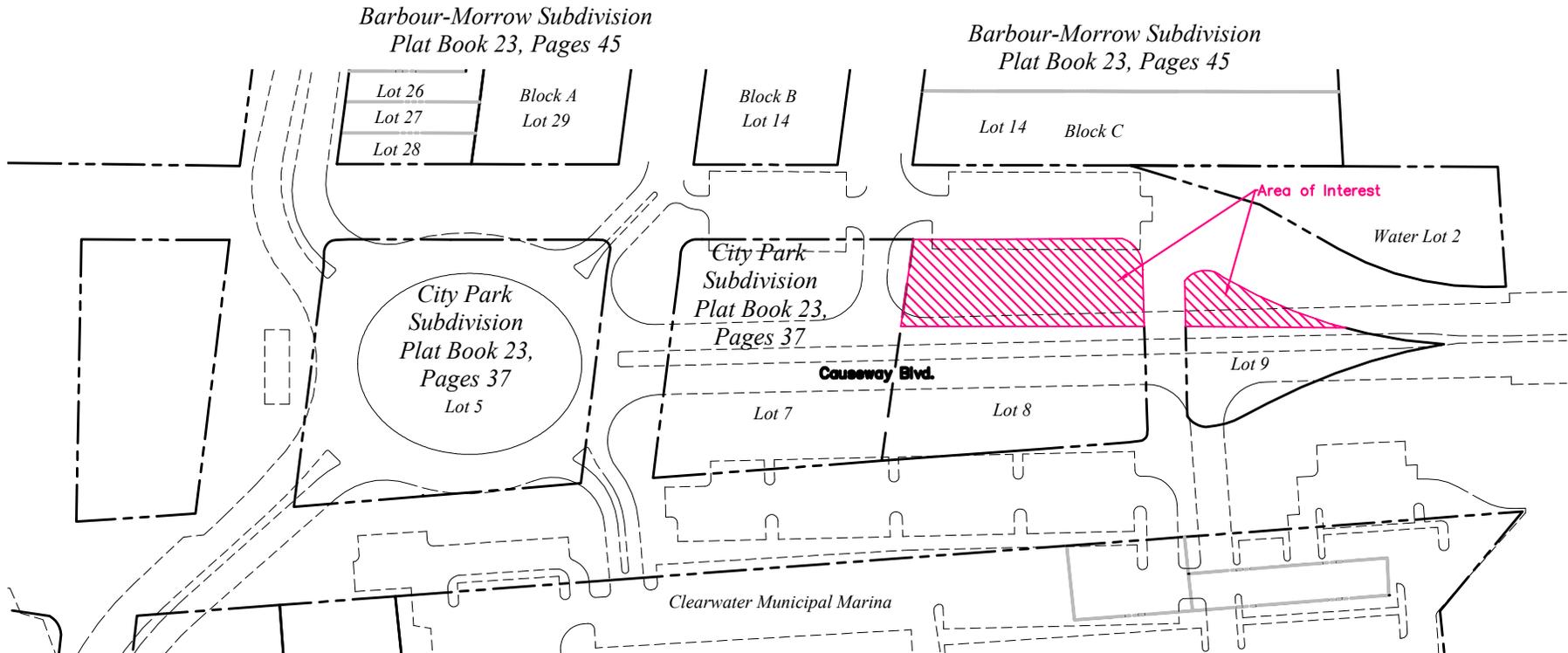
PSTA Transfer Station Overall Project Limits

DWG. NO. Lgl_2017-6	SHEET 1 OF 3
SECT-TWNSP-RNG	8 - 29 - 15
DATE DRAWN	3/9/2017

EXHIBIT B
EASEMENT AREA

N. T. S.
 This is not a survey

EXHIBIT "B"



Linetype Legend

	Lot Line
	Property Line
	Right-of-Way Line

Legal Description

A. The North 70.00 feet of Lot 8 as shown on the Plat of City Park Subdivision, as recorded in Plat Book 23, Page 37, of the Public Records of Pinellas County, Florida. Containing 0.30 acre, more or less. AND

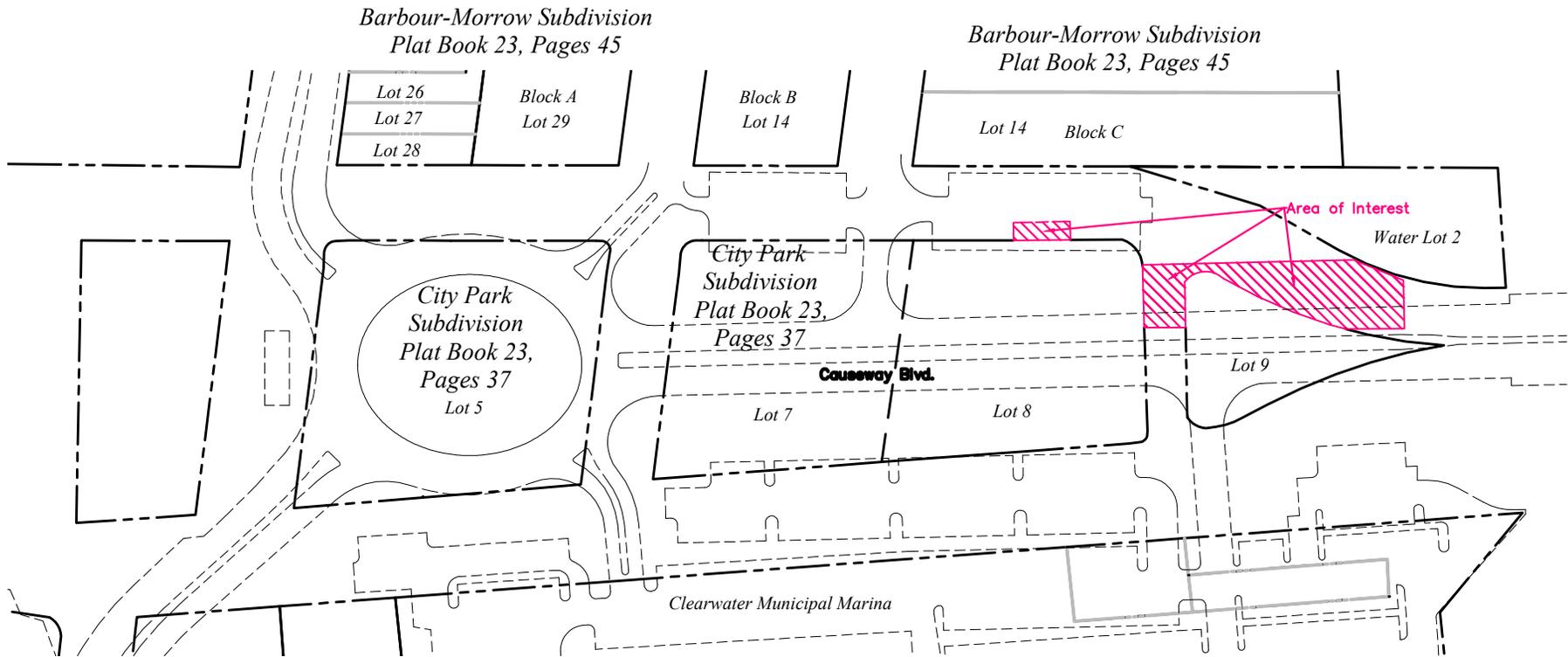
B. The North 45.00 feet of Lot 9 as shown on the Plat of City Park Subdivision, as recorded in Plat Book 23, Page 37, of the Public Records of Pinellas County, Florida. Containing 0.07 acre, more or less.

CITY OF CLEARWATER ENGINEERING DEPARTMENT		PSTA Transfer Station Easement	DWG. NO. Lgl_2017-6	SHEET 2 OF 3
DRAWN BY L. Moody	CHECKED BY T. Mahony		SECT-TWNSP-RNG 8 - 29 - 15	DATE DRAWN 3/9/2017

EXHIBIT C
RIGHT-OF-WAY PERMIT LIMITS

N. T. S.
 This is not a survey

EXHIBIT "C"



Linetype Legend

-  Lot Line
-  Property Line
-  Right-of-Way Line

CITY OF CLEARWATER ENGINEERING DEPARTMENT	
DRAWN BY L. Moody	CHECKED BY T. Mahony

PSTATS - Right-of-Way Permits Limits

DWG. NO. Lgl_2017-6	SHEET 3 OF 3
SECT-TWNSP-RNG 8 - 29 - 15	
DATE DRAWN 3/9/2017	