

## ACCESS AND INGRESS/EGRESS PARKING LICENSE AGREEMENT

This Access and Ingress/Egress License Agreement (this “**Agreement**”), dated as of \_\_\_\_\_, 2024 (the “**Effective Date**”), is made by and between THE CITY OF CLEARWATER, FLORIDA (the “**Licensor**”), a Florida municipal corporation, whose mailing address is P.O. Box 4748, City of Clearwater, FL 33758, and PLDD HARBORVIEW, LLC (the “**Licensee**”), a Florida limited liability company, whose mailing address is 3060 Alternate 19 North, Palm Harbor, FL 34683 (collectively the Licensor and the Licensee are the “**Parties**”).

### RECITALS

A. Licensor is the fee simple owner of that certain real property located in Clearwater, Pinellas County, Florida, bearing parcel identification number 16-29-15-43956-000-0010 adjacent to the Clearwater Main Library and more particularly described on **Exhibit A** (the “**Main Library Lot**”).

B. Licensor and The DeNunzio Group, LLC (“**DeNunzio**”) entered into that certain Development Agreement dated August 4, 2022, as amended (the “**Development Agreement**”), whereby Licensor, *inter alia*, authorized DeNunzio to develop property located at 50 N. Osceola Avenue, Clearwater, Florida (the “**Harborview Site**”), as more particularly described on **Exhibit B**, which is adjacent to the Main Library Lot.

C. Licensor has subsequently received approval for such development pursuant to FLD2023-04008, as approved by the Community Development Board on July 18, 2023 and as amended by that certain minor revision development order dated July 29, 2024, which specifies the only ingress and egress to the Harborview Site is available through the Main Library Lot.

D. Pursuant to the Development Agreement, Licensor has agreed to grant DeNunzio a revocable license for access, ingress and egress upon, in, over, across and through the Main Library Lot, and subject to the terms and conditions of a license agreement to be executed by the Parties.

E. DeNunzio has assigned its interests in the Development Agreement to PLDD Harborview, LLC, a Special Purpose Entity as defined in the Development Agreement, which shall own the Harborview Site and be the Licensee under this Agreement.

E. The Development Agreement provides that upon execution of the license agreement, the license agreement will be considered incorporated by reference into the Development Agreement.

F. This Agreement will satisfy the requirement for the license agreement set out in the Development Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.**

The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of License.**

Licensor hereby grants to Licensee, its employees, agents, members, contractors, customers, invitees, and licensees (collectively, the “**Licensee Parties**”) a revocable license for the Main Library Lot for the following permitted uses (the “**Permitted Uses**”):

(a) *Access.* Licensor hereby grants to the Licensee Parties a revocable license upon, in, over, across and through the access the library parking area depicted on **Exhibit C** (the “**Access Area**”) for the purposes of pedestrian and vehicular access to the Harborview Site in the manner configured in said Exhibit, together with upon written approval from the City as described in Paragraph 5: (i) the right to construct improvements needed to make it suitable for use as a pedestrian and vehicular access, and (ii) the right, but not the obligation, of maintaining and repairing the Access Area.

(b) *Ingress/Egress.* Licensor hereby grants to the Licensee Parties a revocable license upon, in, over, across and through the Main Library Lot for the purposes of pedestrian and vehicular ingress and egress.

3. **Term.**

The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall continue for a period of thirty (30) years, unless terminated due to a modification or termination of the Development Agreement or extended pursuant to the terms of this Agreement. Following the initial 30-year term, the term of this Agreement shall automatically renew for perpetual additional ten-year terms for so long as the Harborview Project continues in existence as described in the Development Agreement. This Agreement may, at the sole discretion of the Licensor, terminate upon the discontinuance of the Harborview Project.

4. **License Fee.**

During the Term, Licensee shall not be required to pay to Licensor a license fee or any other charge for any of the Permitted Uses.

5. **Condition of the Main Library Lot; Improvements.**

Licensee accepts the Main Library Lot in its “AS IS, WHERE IS” condition and with all faults, and Licensee agrees that Licensor has made no representations or warranties with respect to the Main Library Lot or its condition or suitability for the Permitted Use. The License shall in no way be considered to convey an easement, a leasehold interest, or any other interest in the Main Library Lot to Licensee. No improvements or alterations may be made by Licensee to the Main Library Lot without the prior written consent of Licensor, which consent may be in Licensor’s

reasonable discretion.

6. **Permitted Uses; Compliance; Damage.**

Licensee shall not occupy or use the Main Library Lot, and shall not permit any portion of the Main Library Lot to be occupied, altered, improved or used, for any purpose other than the Permitted Uses. Licensee shall comply with all applicable laws and regulations applicable to Licensee's use of the Main Library Lot. Licensee shall be responsible, at its sole cost and expense, for obtaining any necessary permits or other governmental approvals necessary for the Permitted Uses. Licensee shall repair or replace, or reimburse Licensor for the costs of repairing or replacing, any damage or injury done to the Main Library Lot by the Licensee Parties, other than normal wear and tear as a result of the Permitted Uses. This Agreement shall not be construed in any way to permit the staging of construction or any other kind of equipment at the Main Library Lot.

7. **Property at Licensee's Risk.**

All vehicles and other property of the Licensee shall be placed or brought on the Main Library Lot at the sole risk and responsibility of the Licensee, and Licensor shall not be liable for any damage to or theft of any such vehicles or property, unless caused by Licensor's gross negligence or willful misconduct. During the Term, Licensee may, at its own cost and expense, provide such security as Licensee deems reasonably appropriate with respect to the Main Library Lot, and Licensor shall have no obligation to provide a parking attendant or any security whatsoever for the Main Library Lot during the Term or in connection with the Permitted Uses.

8. **Indemnity; Release.**

Licensee shall indemnify, defend, and hold harmless Licensor and its agents, employees, property managers, directors, officers and shareholders, from any and all losses, claims, demands, rights, payments, damages, actions, causes of action, recoveries, judgments, executions and suits at law or in equity, of every nature and description whatsoever related to loss of life, bodily or personal injury, or property damage caused by the Licensee Parties or by the Licensee Parties' use or occupancy of the Main Library Lot. Licensee has no power to subject, and is expressly prohibited from subjecting, the Main Library Lot to any lien or claim of lien, and Licensee shall indemnify, defend and hold harmless Licensor of and from, and will, at its expense, properly discharge, all claims, demands, damages, lawsuits, liabilities, expenses and costs (including, but not limited to, all attorneys' fees) for any lien or claim of lien asserted against Licensor or against the Main Library Lot caused by the Licensee Parties or by the Licensee Parties' use of the Main Library Lot. The provisions of this paragraph shall survive the expiration, revocation or termination of the License and the Term.

9. **Sovereign Immunity.**

Nothing herein shall be construed as consent by the Licensor to be sued by third parties, or as a waiver or modification of the provisions of Section 768.28, Florida Statutes or the Doctrine of Sovereign Immunity.

10. **Notice.**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if addressed and delivered to the respective parties' addresses, as set forth in the initial paragraph of this Agreement: (a) by hand delivery; (b) by Federal Express or similar overnight carrier service; or (c) by certified or registered mail, return receipt requested, postage prepaid. Licensor and Licensee may from time to time by written notice to the other designate another address for receipt of future notices.

11. **Attorneys' Fees.**

In the event of any litigation or other judicial action in connection with or arising out of this Agreement, the License, or the use of the Main Library Lot by the Licensee Parties, the prevailing party in any such action shall, in addition to all other remedies, be entitled to recover from the non-prevailing party all costs and expenses of such action, including, but not limited to, all reasonable attorney's fees and paralegal fees, and court costs.

12. **Miscellaneous.**

This Agreement constitutes the entire agreement of the parties hereto respecting the subject matter of this Agreement. No alterations or modifications of this Agreement shall be valid unless in writing and executed by both parties hereto.

13. **Governing Law, Venue.**

This Agreement shall be governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

14. **Counterparts; Facsimile and PDF Signatures.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. Facsimile, portable document format (PDF), or other electronically submitted copies of this Agreement and the signatures thereon shall have the same force and effect as if the same were original.

IN WITNESS WHEREOF, the Parties have cause this Agreement to be executed the date and year first above written.

[Signature Page Follows]

Draft – 6-30-2023

[CITY SIGNATURE PAGE]

Licensor and Licensee have executed this Agreement as of the Effective Date.

**LICENSOR:**

Countersigned

**CITY OF CLEARWATER, FLORIDA,**  
a Florida municipal corporation.

\_\_\_\_\_  
Bruce Rector, Sr.  
Mayor

By: \_\_\_\_\_  
Jennifer Poirrier  
City Manager

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

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

Date of Execution: \_\_\_\_\_, 2024

Approved as to Form:

Attest:

\_\_\_\_\_  
David Margolis  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Rosemarie Call  
City Clerk  
Date: \_\_\_\_\_

[LICENSEE SIGNATURE PAGE]

**LICENSEE:**

PLDD Harborview, LLC, a Florida limited liability company.

By: TDG Manager, LLC, a Florida limited liability company, Its Manager

By: *Dustin J. DeNunzio*  
Dustin J. DeNunzio, Manager of TDG Manager, LLC

Date: 10/14/2024

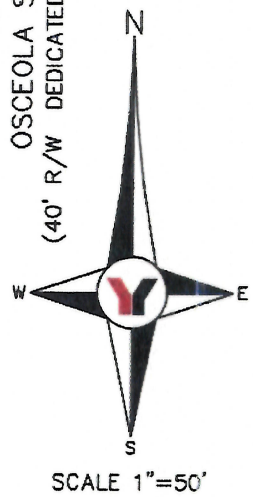
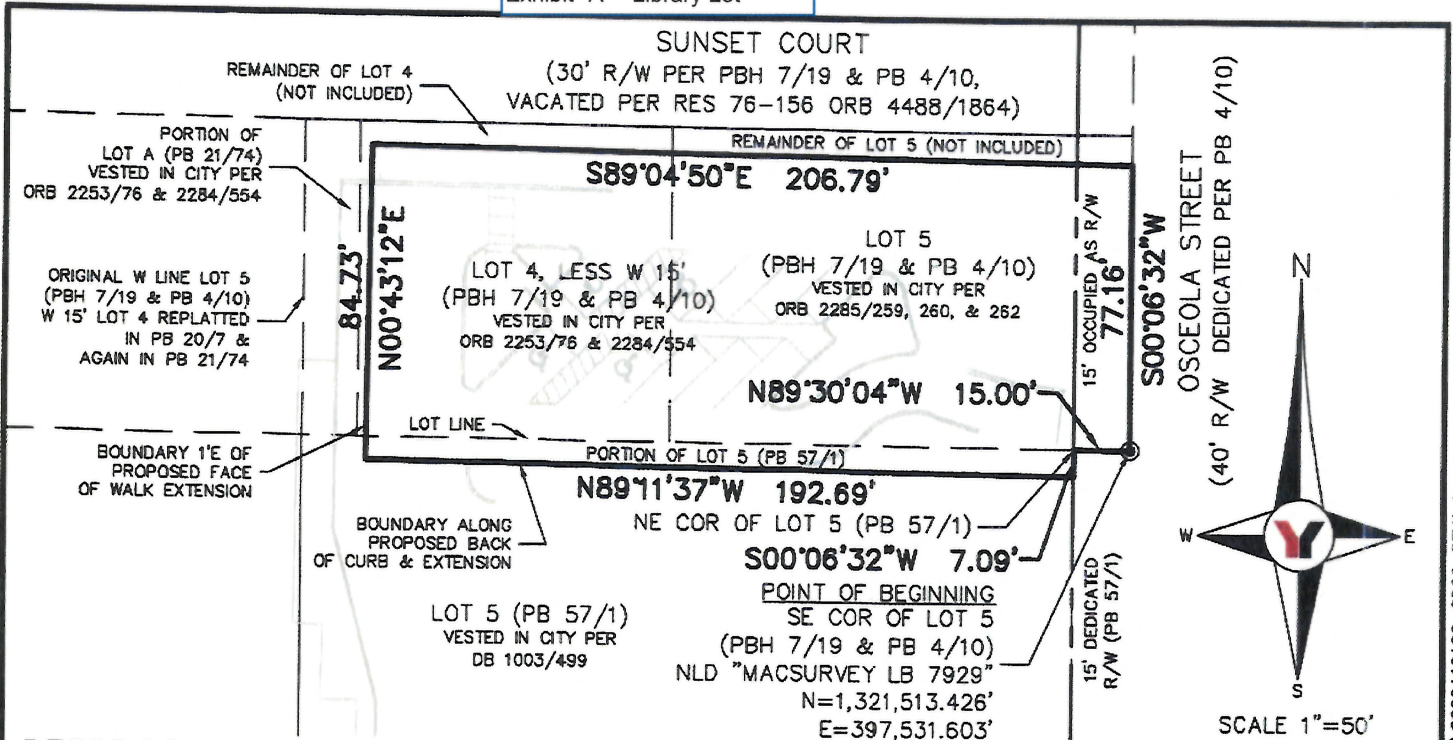
STATE OF FLORIDA     )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me by means  physical presence or  online notarization, this 14 day of October, 2024, by Dustin J. DeNunzio as Manager of TDG Manager, LLC, a Florida limited liability company, who  is personally known to me or  who has produced a driver's license as identification.

NOTARY PUBLIC

Signature: *Charity Carollo*  
Print name: Charity Carollo  
My commission expires: 12.20.2025





**DESCRIPTION**

A portion of Lots 4 & 5 of Jeffords and Smoyer's First Addition to the Town of Clearwater, as shown on the plat recorded in Plat Book 7, page 19 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; also according to the corrected plat thereof recorded in Plat Book 4, page 10 of the Public Records of Pinellas County, Florida; AND a portion of Lot A, Sunset Court, as shown on the plat recorded in Plat Book 21, page 74 of said Public Records of Pinellas County; AND a portion of Lot 5 of Rompon's & Baskin's Corrected Map of Causeway Business District, as shown on the plat recorded in Plat Book 57, page 1 of said Public Records of Pinellas County, said portions being more particularly described as follows:

Beginning at the Southeast corner of Lot 5 of said Jeffords and Smoyer's plats; thence N 89° 30' 04" W along the South line of said Lot 5, a distance of 15.00 feet to the Northeast corner of Lot 5 of said Rompon's & Baskin's plat; thence S 00° 06' 32" W along the East line of said Lot 5 of Rompon's & Baskin's plat, a distance of 7.09 feet; thence N 89° 11' 37" W, a distance of 192.69 feet; thence N 00° 43' 12" E, a distance of 84.73 feet; thence S 89° 04' 50" E, a distance of 206.79 feet to the East line of said Lot 5 of Jeffords and Smoyer's plat; thence S 00° 06' 32" W along the East line of said Lot 5 of Jeffords and Smoyer's plat, a distance of 77.16 feet to the Point of Beginning.

Containing 17,411 square feet, or 0.39970 acres, more or less.

**NOTES**

1. THIS IS A SKETCH TO ACCOMPANY A DESCRIPTION AS DEFINED IN CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE AND IS NOT A FIELD SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, AS ESTABLISHED BY THE NATIONAL OCEAN SERVICES' PROGRAM OFFICE NATIONAL GEODETIC SURVEY AND THE WEST LINE OF OSCEOLA STREET BEING SOUTH 00°06'32" WEST.
3. COORDINATES SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT AS ESTABLISHED USING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK OF BASE STATIONS. THE COORDINATES ARE DISPLAYED IN US SURVEY FEET.
4. THIS DESCRIPTION IS BASED ON THE DIMENSIONS PROVIDED IN A BOUNDARY SURVEY TITLED "THE CITY OF CLEARWATER'S TITLE IN COACHMAN PARK" AND OTHER CITY PROPERTIES, PREPARED BY MACSURVEY, INC., ITS PROJECT 2018-023, AND HAVING A SURVEY DATE OF 11/1/2019.
5. PROPOSED INFORMATION PER STANTEC BULLETIN 1 FILE 00C-DB01 DATED 11/12/2021.

**LEGEND**

- CL = CENTERLINE
- COR = CORNER
- DB#/# = DEED BOOK/PAGE
- ORB#/# = OFFICIAL RECORDS BOOK/PAGE
- PB#/# = PLAT BOOK/PAGE
- PBH#/# = HILLSBOROUGH PLAT BOOK/PAGE
- R/W = RIGHT-OF-WAY
- N = NORTHING(Y) COORDINATE
- E = EASTING(X) COORDINATE

PREPARED FOR: City of Clearwater 100 S. Myrtle Avenue Clearwater, FL 33756		<b>Sketch of Description</b> <b>0.40ac Library Parking Lot Parcel</b> SECTION 16, TOWNSHIP 29 S., RANGE 15 E.		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>BY</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>GN</td> <td>6/6/22</td> <td>Adjust West Line Location</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		BY	DATE	DESCRIPTION	GN	6/6/22	Adjust West Line Location						
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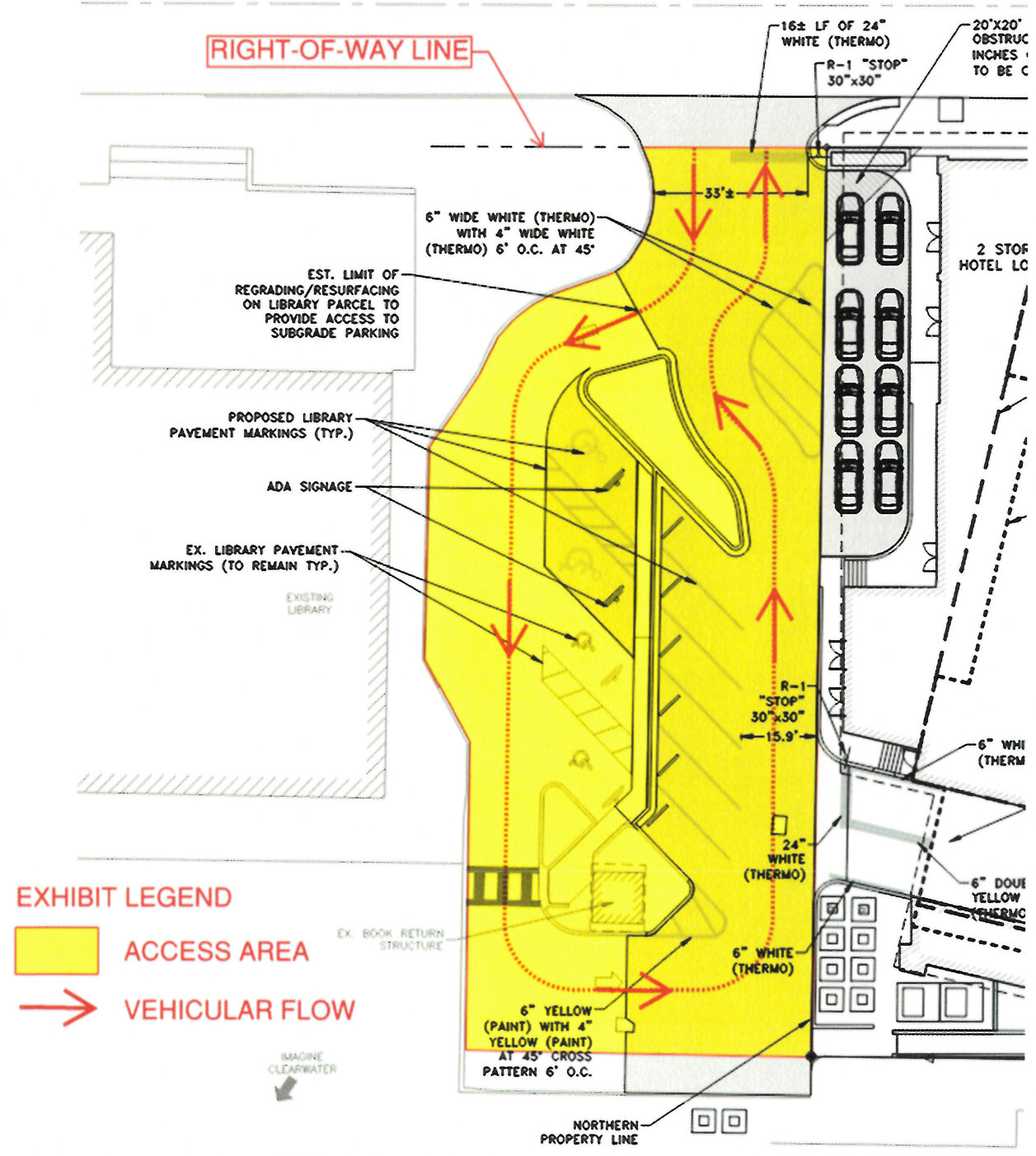


**EXHIBIT C**

**ACCESS AREA**

**OSCEOLA AVENUE**

(55' R/W PER PB 57, PAGE 1)



**EXHIBIT LEGEND**

-  **ACCESS AREA**
-  **VEHICULAR FLOW**