

Project: Old Coachman Rd Bridge Project

Project: PID No.: 001034A

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

Property Appraiser
Attention: *PW Operations*

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, made this _____ day of _____, 2023, by CITY OF CLEARWATER, whose address is 100 S. Myrtle Ave. Clearwater, Florida 33756, for property located at 1120 N. Old Coachman Road, Clearwater, Florida, 33765, hereinafter referred to as “Grantor” and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756, hereinafter referred to as “Grantee”.

WITNESSETH

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantee, and the Grantee’s successors and assigns, a perpetual right-of-way easement (“Easement”) over and across the following described property:

Lands described in legal description attached as Exhibit “A” hereto and made a part hereof, hereinafter referred to as the “Easement Area.”

1. Grantor hereby warrants and covenants that (a) Grantor is the owner of the fee simple title to the property, in which the above-described Easement Area is located, and that (b) Grantor has full rights and lawful authority to grant and convey this Easement to the Grantee.
2. The purpose of this Easement is to allow for installation of roadway and drainage improvements, together with any and all appurtenances thereto (“Facilities”), and the right of ingress and egress for Grantee’s employees and contractors to install, inspect, maintain, and repair the Facilities.
3. GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to GRANTEE herein.
4. GRANTEE agrees to be responsible for its own negligence and that of its employees, contractors and agents, subject to any limitations on liability established by law, including the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall be construed to be a waiver of any immunity or limitation of liability that the GRANTEE is entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the said Grantor hereto has signed the day and year first written above.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

Countersigned:

CITY OF CLEARWATER, FLORIDA

Mayor _____

By: _____
Jennifer Poirrier
City Manager

Witness:

Witness:

Print Name: _____

Print Name: _____

Approved as to form:

Attest:

Jerrod D. Simpson
Sr. Assistant City Attorney

Rosemarie Call
City Clerk