

**DEPARTMENT OF THE ARMY  
CONSENT TO EASEMENT  
TO USE CORPS OF ENGINEERS RIGHT-OF-WAY**

Consent No. DACW17-9-25-0064  
Project: Intracoastal Waterway,  
Little Pass Clearwater Bay Project  
Pinellas County, Florida  
Tract No. 100E-1

**THIS CONSENT TO EASEMENT AGREEMENT**, made by and between the **UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY**, hereinafter referred to as the "Government", acting by and through the Real Estate Contracting Officer, Chief, Real Estate Division, hereinafter referred to as "said officer," and **CITY OF CLEARWATER**, hereinafter referred to as the "Grantee":

**WHEREAS**, the Government has acquired a right-of-way easement over the above-numbered tract of land, which easement, by its terms, reserves to the Government, in perpetuity, the right to use said easement for the construction, improvement, and maintenance of the Intracoastal Waterway, Little Pass Clearwater Bay Project, Pinellas County, Florida; and

**WHEREAS**, the Grantee has requested to construct, use, maintain, control, operate, and repair structures on, across, over, and under a portion of the lands identified as Tract No. 100E-A1, Section 8, Township 29 South, Range 15 East, Pinellas County, Florida. The general location of which is shown in red on Exhibit "A", attached hereto and made a part hereof; and

**WHEREAS**, the Government has issued Department of the Army Permit No. SAJ-2002-05690 (NWP-RSS) authorizing the Grantee's construction of the specified structures under certain conditions, including the requirement that the Grantee obtain a Consent to Easement Agreement from the Government.

**NOW THEREFORE**, this Consent to Easement Agreement is granted and accepted under the following conditions:

1. That effective as of the date of execution hereof, on behalf of the Government, this Consent to Easement Agreement shall supersede and terminate Department of the Army Consent to Easement Agreement No. DACW17-9-24-0195 dated December 17, 2024 and issued to The City of Clearwater.
2. That construction shall be in accordance with the drawings attached hereto and made a part hereof as Exhibit "B" and to Department of the Army Permit No. SAJ-2002-05690 (NWP-RSS), incorporated herein by reference.

3. That it is understood that this consent is effective only insofar as the property rights of the Government in the land to be occupied are concerned, and that it does not relieve the Grantee from the necessity of obtaining grants from the owners of the fee and/or other interests, therein, nor does it obviate the requirement that the Grantee obtain State or local assent required by law for the activity authorized herein.
4. That any proposed improvements or use authorized herein shall not be commenced until appropriate rights shall have been obtained by the Grantee from the record owners and encumbrances of the fee title to the lands involved, or until the Grantee has obtained all Federal, State, or local permits required by law.
5. That the proposed improvements or use authorized herein shall be consistent with the terms and conditions of this consent; and that any improvements or use not specifically identified and authorized shall constitute a violation of the terms and conditions of this consent which may result in a revocation of this consent and in the institution of such legal proceedings as the Government may consider appropriate, whether or not this consent has been revoked or modified.
6. That the exercise of the privileges hereby consented to shall be without cost or expense to the Government and under the supervision of and subject to the approval of the said officer having immediate jurisdiction over the property and subject to such regulations as he may from time to time prescribe, including, but not limited to, the specific conditions, requirements, and specifications set forth in paragraph 2.
7. That the Grantee shall supervise and maintain the said improvements and cause it to be inspected at reasonable intervals and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said improvements or the making of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.
8. That any property of the Government damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the Grantee shall, if so required by said officer and at his option, pay to the Government an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of Government property.
9. That the Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee, or the persons of Grantee's officers, agents, servants, or employees, or others who may be on said premises at the invitation of the Grantee or the invitation of one of them, arising from Governmental activities on or in the vicinity of the said premises, and the Grantee shall hold the Government harmless from any and all claims.

10. That the Government shall in no case be liable for any damage, either hidden or known, to any improvements herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, or that may result from the future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage, and if further operations of the Government require the alteration or removal of any improvements herein authorized, the Grantee shall, upon due notice, from said officer, alter or remove said improvements without expense to the Government and subject to the supervision and approval of the said officer and no claim for damages shall be made against the Government on account of such alterations or removal.

11. That construction and/or operation, maintenance, and use of any improvement's incident to the exercise of the privileges herein granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights nor to endanger lives and safety of the public.

12. That this consent may be terminated by the Government or said officer upon reasonable notice to the Grantee if the Government or said officer shall determine that any improvements or use to which consent is herein granted interferes with the use of said land or any part thereof by the Government, and this consent may be annulled and forfeited by the declaration of the Government or said officer for failure to comply with any or all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

13. That upon relinquishment, termination, revocation, forfeiture, or annulment of this consent, the Grantee shall vacate the premises, remove all property of the Grantee therefrom, and restore the premises to a condition satisfactory to the said officer. If the Grantee shall fail or neglect to remove the said property and so restore the premises, then at the option of the Government or said officer, the said property shall either become the property of the Government without compensation therefor, or the Government or said officer, may cause it to be removed, and the premises to be so restored at the expense of the Grantee, and no claim for damages against the Government, or its officer or agents, shall be created by or made on account of such removal and restoration.

14. That the Grantee within the limits of his respective legal powers shall comply with all Federal, interstate, State, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

15. That the Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the District Engineer, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and the site and the material shall be protected by the Grantee from further disturbance until a professional

examination of them can be made or until a clearance to proceed is authorized by the District Engineer.

16. That no additional structures shall be constructed waterward of the Government's right-of-way line and that any structures currently within the right-of-way must be removed by the Grantee, at Grantee's expense, if future needs of the Government so require.

17. That this consent may not be transferred to a third party without the prior written notice to the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and by the transferee's written agreement to comply with and be bound by all the terms and conditions of this consent. In addition, if the Grantee transfers the improvements authorized herein by conveyance of realty, the deed shall reference this consent and the terms and conditions herein and the consent shall be recorded along with the deed in the Registrar of Deeds or with another appropriate official.

This consent is not subject to Title 10, United States Code, Section 2662.

**IN WITNESS WHEREOF**, I have hereunto set my hand, by authority of the Secretary of the Army, this \_\_\_\_\_, day of \_\_\_\_\_ 2025.

**UNITED STATES OF AMERICA**

BY: \_\_\_\_\_  
EMMANUEL J. FREEMAN  
Real Estate Contracting Officer  
Deputy Chief, Real Estate Division

**AGREED TO AND ACCEPTED**

**CITY OF CLEARWATER**

Attest:

\_\_\_\_\_  
City Clerk (Print Name)

\_\_\_\_\_  
City Clerk (Signature)

\_\_\_\_\_  
City Manager (Print Name)

By: \_\_\_\_\_  
City Manager (Signature)

\_\_\_\_\_  
Mayor (Print Name)

By: \_\_\_\_\_  
Mayor (Signature)

Approved as to form:

\_\_\_\_\_  
City Attorney (Print Name)

\_\_\_\_\_  
City Attorney (Signature)