

ORDINANCE NO. 9773-24

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA,
AMENDING ORDINANCE NO. 9167-18, RECORDED IN O.R.
BOOK 20203, PAGES 1614, OF THE PUBLIC RECORDS OF
PINELLAS COUNTY, FLORIDA; PROVIDING AN EFFECTIVE
DATE.

WHEREAS, on September 6, 2018, the City of Clearwater adopted Ordinance Number 9167-18 on second reading, recorded at Official Records Book 20203, page 1614, which vacated certain right-of-way, subject to several conditions precedent; and

WHEREAS, the Property Owner subsequently conveyed an easement to the City over a portion of property within the vacated right-of-way recorded at Official Records Book 20878, Page 1484 ("Easement 1"), and said Easement 1 was intended to cover the relocation of utilities pursuant to the conditions precedent of the vacation ordinance; and

WHEREAS, during the construction of the Property, the City's stormwater pipe was rerouted outside of the easement premises as contemplated in Easement 1; however, the water and sewer systems were reconstructed in place such that all utilities are now located within the footprint of the building; and

WHEREAS, as a result, the City staff negotiated another Easement Agreement ("Easement 2"), which accepts the current location of all City utilities, but assigns ownership of the stormwater system located underneath the building to the Property Owner with the Property Owner assuming maintenance of said system, and the City reserving the right to inspect and make emergency repairs, and

WHEREAS, Easement 2 is further intended to pass all liability associated with all utility systems on the Property that are located underneath the building to the Property Owner and their heirs, successors, and assigns in perpetuity; and

WHEREAS, it is the intent of this Ordinance to Amend Ordinance Number 9167-18, so as to reflect the terms of Easement 2, and to perfect the City's vacation of the subject right of way; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER,
FLORIDA:

Section 1. Paragraph 2 of Section 1 of Ordinance Number is hereby amended with the following strikethrough language to be deleted, and the underlined language to be added:

~~"All public and private utilities shall be relocated without interrupting service by Gulfview Lodging, LLP at its own expense and to the approval and acceptance of the utility owners and with all out of service utilities removed prior to the completion of the project."~~

"Utilities shall be maintained according to the terms and conditions of the Easement Agreement attached to this Ordinance and incorporated herein as Exhibit "1".

Section 2. It is further determined by the City Council of the City of Clearwater that all conditions precedent to the right of way vacation of Ordinance 9167-18, recorded O.R. Book 20203, Page 1614, of the Public Records of Pinellas County, Florida, have been met.

Section 3. Said Ordinance 9167-18 Legal & Sketch is attached as Exhibit "2".

Section 4. This Ordinance shall take effect immediately upon adoption.

Section 5. The City Clerk shall record this Ordinance in the Public Records of Pinellas County, Florida, following adoption.

PASSED ON FIRST READING

PASSED ON SECOND AND FINAL
READING AND ADOPTED

Bruce Rector
Mayor

Approved as to form:

Jerrold Simpson
Senior Assistant City Attorney

Rosemarie Call
City Clerk

Exhibit "1"

This Instrument Prepared By:
Jerrod D. Simpson, Esq.
City Attorney's Office
600 Cleveland Street, Suite 600
Clearwater, FL 33755

After Recording, return to:
Robert Kasmer, Real Estate Coordinator
Public Works
100 S. Myrtle Ave.
Clearwater, FL 33756

Parcel No. 07-29-15-52380-000-0710
Common Address: 385 S. Gulfview Blvd. Clearwater, FL

Recording Data Above

PRIVATE STORMWATER SYSTEM INSPECTION EASEMENT

The undersigned, Gulfview Lodging LLP, a Florida Limited Liability Partnership, whose mailing address is 735 Broad Street., Suite 500, Chattanooga, TN 37402 ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the CITY OF CLEARWATER, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 600 Cleveland St., Suite 600, Clearwater, Florida 33755 (the "City"), and its successors and assigns, a perpetual and irrevocable Private Stormwater System Inspection Easement upon the following-described lands (the "Easement Area") located in Pinellas County, Florida:

See Exhibit "A" attached

The City of Clearwater holds an easement on the Subject Property for drainage and public utilities including stormwater, water, and sewer, which is recorded in Book 20878, Page 1484, of the Public Records of Pinellas County, Florida (referred to herein as "Easement 1"). The City vacated Right-of-Way to accommodate this development via Ordinance Number 9167-18, recorded at Book 20203, Page 1614, and said vacation was contingent upon the approved relocation of Public Utilities at the Grantor's expense.

During the construction of the Property, the City's stormwater pipe was rerouted outside of the easement premises as described in Easement 1. The City's water and sewer utilities were reconstructed within the Easement Premises as described in Easement 1; however, all utilities are now located within the footprint of the building.

The purpose of this Agreement is for the City to approve the location of utilities that were previously required to be located outside of the building by assigning the ownership of the stormwater system to the Grantor, and the Grantor assuming all cost and liability for locating all utilities within the footprint of the building. The Grantor shall assume ownership of the stormwater utility systems located within the Property and further agrees that the City has no obligation for maintenance, repair, reconstruction, replacement or restoration with regard to this Private Stormwater System.

The City approves of the current location of utilities, subject to the terms and conditions of this Easement Agreement ("Easement 2"). This Easement 2 is intended to amend certain terms within Easement 1 and to fulfill the condition of relocating utilities as stated in Ordinance 9167-18. In the event of conflict, Easement 2 shall supersede the terms and conditions of Easement 1.

The Grantor agrees to perform periodic inspections, maintenance, and repair of the Private Stormwater Utilities, according to industry standard practices and procedures. Grantor shall take no action that would inhibit the flow of stormwater through the system. Grantor shall provide the City with reasonable access to inspect the Private Stormwater Utilities from time to time in order to determine whether or not said utilities are in a good state of repair.

The Grantor agrees that, if the City or the Grantor determines that any of the utilities on the Property, whether public or private, are no longer in a good state of repair, or need to be relocated as a result of failure or imminent failure, or the further development or redevelopment of the Property, or as part of an upgrade to the City's utility systems, which may be determined in the City's sole discretion, then the Grantor shall provide an alternative easement for utility facilities on the Property, if necessary, and/or shall, at Grantor's sole expense repair, reconstruct, or relocate the utility facilities in a manner as approved by the City.

In the event of an emergency, to prevent damage to adjacent properties or the right of way, the City may enter the Property and make emergency repairs, but such action shall not create an ongoing obligation of the City to maintain the Private Stormwater Utility Systems, and all work shall be at the Grantor's sole expense, which shall be due and payable immediately upon completion of the emergency repair. Grantor shall be responsible for restoration of the site, after the City completes emergency repairs.

The Grantor shall release, indemnify, and hold harmless the City from any and all claims, past, present, or future, for any kind of damages that may occur in the operation of utilities, and/or during the performance of maintenance, repair, replacement, or restoration (including emergency repairs performed by the City) of any utilities located within the Property. The obligations of this paragraph shall apply to both private and public utilities at the Property.

Grantor further warrants that it is the owner in fee simple and that it has the authority to enter into this Agreement. This Easement and all of its terms are perpetual, non-revocable, and shall run with the land. The terms "City" and "Grantor" as used herein shall include heirs, successors, and assigns as well as their respective employees, contractors, agents, and representatives.

This Agreement is intended to relieve the City of all liability associated with the location of utilities at the Property and shall be interpreted to further that purpose. In the event, that any provision is found to be unenforceable, said provision shall be severed from the Agreement leaving the remainder intact.

Executed and effective as of this 12th day of June, 2024.

Grantor:

Signed, sealed, and delivered
in the presence of:

Gulfview Lodging, LLP, a Florida limited
liability partnership:

Jessica Dollinger

Witness #1 Signature

Hiren Desai

Grantor Signature

Jessica Dollinger
735 Broad Street, Suite 500
Chattanooga, TN 37402

Print Witness # 1
Name and Address

Hiren Desai

Print Name and Title

Sam Stroud

Witness # 2 Signature

Sam Stroud
735 Broad St, Suite 500
Chattanooga, TN 37402

Print Witness #2
Name and Address

STATE OF Tennessee
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 12th day of June, 2024, by
Hiren Desai, to me personally known or who has/have produced a
driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day
of June, 2024.

Jason Rothenberg

Notary Public
(Seal) _____
(Print Name of Notary Above)
Commission No.: n/a
My Commission expires: 8/17/24



Exhibit A

J:\1033-SPC\Dwgs\LS\1033-SPC_LS01_DE-UE.dwg - Jun 11, 2024 @ 2:43pm - jandersen

THIS IS NOT A FIELD SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON: SEE SKETCH AND LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of that certain Vacated Right-of-Way of GULFVIEW BOULEVARD, as recorded in Official Records Book 20203, Page 1614 of the Public Records of Pinellas County, Florida, lying in Section 7, Township 29 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

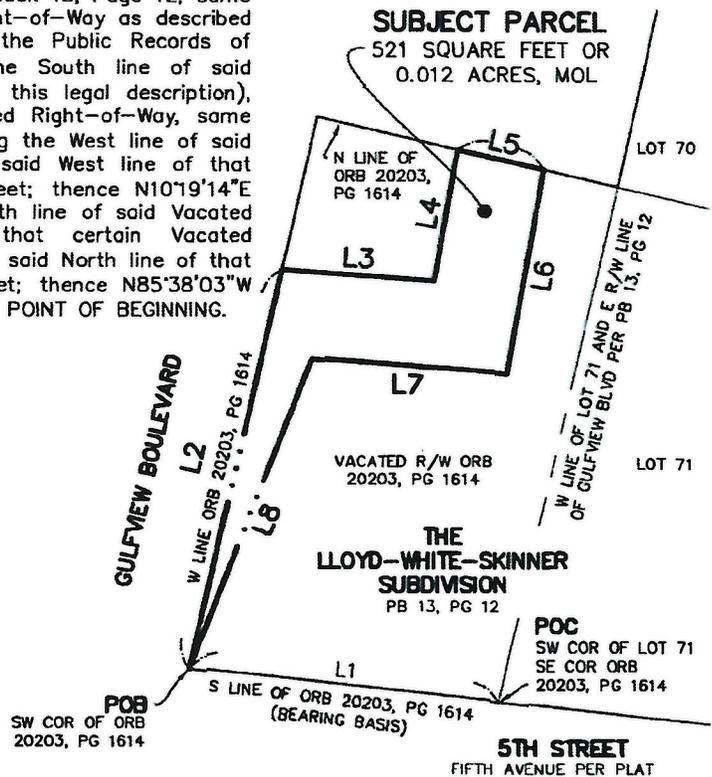
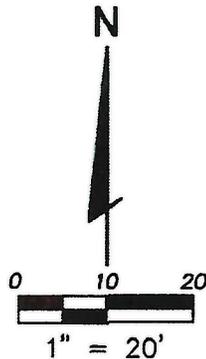
COMMENCE at the Southwest corner of LOT 71, according to the plat of THE LLOYD-WHITE-SKINNER SUBDIVISION, as recorded in Plat Book 13, Page 12, same being the Southeast corner of that certain Vacated Right-of-Way as described in Official Records Book 20203, Page 1614, both of the Public Records of Pinellas County, Florida; thence N83°46'33"W, along the South line of said Vacated Right-of-Way (being the basis of bearings for this legal description), for 35.26 feet to the Southwest corner of said Vacated Right-of-Way, same being the POINT OF BEGINNING; thence N13°08'41"E, along the West line of said Vacated Right-of-Way, for 46.58 feet; thence leaving said West line of that certain Vacated Right-of-Way, S85°38'03"E, for 17.29 feet; thence N10°19'14"E for 15.15 feet to the point of intersection with the North line of said Vacated Right-of-Way; thence along said North line of that certain Vacated Right-of-Way, S76°51'19"E, for 10.01 feet; thence leaving said North line of that certain Vacated Right-of-Way, S10°19'14"W for 23.67 feet; thence N85°38'03"W for 22.20 feet; thence S21°38'37"W for 37.74 feet to the POINT OF BEGINNING.

LEGEND:

- COR = CORNER
- MOL = MORE OR LESS
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY

Containing 521 square feet or 0.012 acres, more or less.

| LINE TABLE | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L1 | N83°46'33"W | 35.26' |
| L2 | N13°08'41"E | 46.58' |
| L3 | S85°38'03"E | 17.29' |
| L4 | N10°19'14"E | 15.15' |
| L5 | S76°51'19"E | 10.01' |
| L6 | S10°19'14"W | 23.67' |
| L7 | N85°38'03"W | 22.20' |
| L8 | S21°38'37"W | 37.74' |



NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND DESCRIBED HEREIN IS BASED ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY AND BOUNDARY SURVEY, TITLED "BEACH WALK INN HOTEL", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., DATED 4-10-2023, JOB #2021-0027, AND THE RECORD DOCUMENTS AS REFERENCED HEREON AND IS SUBJECT TO AN ACCURATE FIELD BOUNDARY SURVEY.

PREPARED FOR:

GRACE CONSTRUCTION

SHEET DESCRIPTION:

PRIVATE STORMWATER SYSTEM INSPECTION EASEMENT

| | | | | | |
|-----------------------|--------------------|---------------|------------------|-----------------|--|
| SCALE: 1"=20' | DATE: 5-13-2024 | DRAWN: JLA | CALCED: BGD | CHECKED: BGD | SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH, TABLES & LEGEND |
| JOB No.: 2021-0027 | EPN: 1033-SPC | SECTION: 7 | TOWNSHIP: 29S | RANGE: 15E | REVISION 1: 6-11-2024 (JLA) |



FLORIDA DESIGN CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —

17907 APRILE DRIVE, SUITE 150, LAND O' LAKES, FLORIDA 34888
PHONE: (800) 532 - 1047 FAX: (727) 848 - 3848 WWW.FLDESIGN.COM L.B. NO.8707

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
CERTIFIED AS TO LEGAL DESCRIPTION AND SKETCH

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA

Exhibit "2"

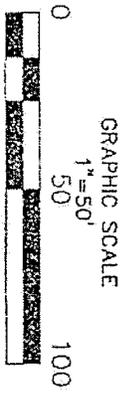
SECTION 7 TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA SKETCH OF LEGAL NOT A SURVEY

LEGAL DESCRIPTION: PROPOSED RIGHT-OF-WAY VACATION THE EAST 1/2 OF GULFVIEW BOULEVARD LYING ADJACENT TO LOT 71, LLOYD-WHITE-SKINNER SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 12 AND 13 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



LEGEND

- P.O.C. = Point of Commencement
- P.O.B. = Point of Beginning
- PRM = Permanent Reference Monument
- FCM = Found Concrete Monument (Give Number)
- (P) = Data per Description
- (D) = DEED DATA
- (C) = Chain
- (O) = Official Record Book
- P.A. = Plat Book
- R/W = Right-of-way
- P.L.S. = Professional Land Surveyor
- q = Centerline
- FOF = Found Open Pipe (No Cap)
- F/I = Fence Tie
- FR = Found French Pipe
- S.I.R. = Set Iron & Cap 1/2" U.S. #4226



SURVEY IS SUBJECT TO A TITLE SEARCH FOR EASEMENTS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD. BASIS OF BEARINGS ARE ASSUMED AND REFERENCED TO THE NORTH RIGHT OF WAY OF 5th STREET, BEARING N 83°50'17" W. NO UNDERGROUND LOCATED UNLESS SHOWN HEREOF.

CERTIFICATION
 CERTIFIED AS A SKETCH OF LEGAL UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER. THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID FOR ANY OTHER LEGAL PURPOSE.
 GUY D. HALE
 No. 4626
 CERTIFICATE
 SURVEYOR
 FLORIDA

GUY DALE LAND SURVEYING
 406 SO. ARCTURAS AVE., STE. 1
 CLEARWATER, FL 33765
 (727) 734-4266 GHSurveyor@gmail.com

GUY D. HALE PLS # 4626
 JOB NUMBER: 2016231 DATE: 2/23/2018