

Return to:
Rob Brzak
Engineering Department
City of Clearwater
P. O. Box 4748
Clearwater, FL 33758-4748

SIDEWALK EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, and the benefits to be derived therefrom, **Madison Point, LLC**, a Florida Limited Liability Company, whose mailing address is 558 W. New England Ave., Suite 250, Winter Park, Florida 32789 ("Grantor"), does hereby grant and convey to the **City of Clearwater, Florida**, a Florida Municipal Corporation, whose mailing address is P.O. Box 4748, Clearwater, Florida 33758-4748 ("Grantee"), its licensees, agents, successors and assigns a non-exclusive easement over, under, across and through the following described land lying and being situate in the County of Pinellas, State of Florida, to wit:

See Exhibit A appended hereto and by this reference made a part hereof ("Easement Premises")

This easement is for **public sidewalk** repair, maintenance and replacement. The **CITY OF CLEARWATER, FLORIDA**, shall have the right to enter upon the above-described premises and to maintain thereon such sidewalk and to inspect and alter and/or replace same from time to time. Grantee shall be solely responsible for obtaining all governmental and regulatory permits required to exercise the rights granted herein.

The **CITY OF CLEARWATER, FLORIDA** covenants and agrees with Grantor that it shall promptly restore the Easement Premises and any affected areas surrounding the Easement Premises upon completion of any work activities undertaken in the exercise of these rights to at least the same quality of condition that existed as of the date Grantee first exercised any of its rights hereunder, and on each and every succeeding occasion thereafter. Grantee further represents and warrants that it shall diligently pursue the completion of all work activities in a timely manner.

The **General Public** shall have full and free use of said sidewalk at any time and all times for traveling purposes.

Grantor warrants and covenants with Grantee that Grantor is the owner of fee simple title to the herein described Easement Premises, and that Grantor has full right and lawful authority to grant and convey this easement to Grantee, and that Grantee shall have the non-exclusive, limited purpose quiet and peaceful possession, use and enjoyment of this easement. It is expressly understood that Grantor reserves all rights of ownership of the Easement Premises not inconsistent with the easement rights granted herein.

In the event Grantor, its successors or assigns, should ever determine it necessary to relocate Grantee's Facilities constructed within the Easement Premises to facilitate further development or redevelopment of the property encumbered hereby; then Grantor, its successors or assigns, in consultation with and upon approval of Grantee, shall provide an alternate easement for the Facilities constructed within the Easement Premises, and shall at Grantor's sole cost and expense reconstruct the Facilities within the alternate easement. Upon completion of the Facilities relocation Grantee shall cause this easement to be vacated and evidence of vacation duly recorded in the public records of Pinellas County, Florida.

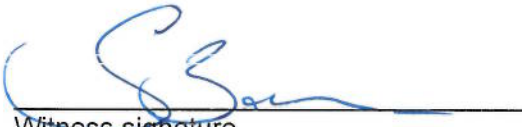
This easement is binding upon the Grantor, the Grantee, their heirs, successors and assigns. The rights granted herein shall be perpetual and irrevocable and shall run with the land, except by the written mutual agreement of both parties, or by abandonment of the Easement Premises by Grantee.

IN WITNESS WHEREOF, the undersigned grantor has caused these presents to be duly executed
this 15 day of November, 2019.

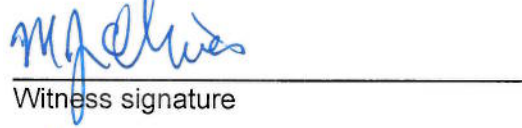
Signed, sealed and delivered
in the presence of:

Madison Point, LLC


Patrick E. Law, Manager


Witness signature

STACY BANACH
Print witness name


Witness signature

MIKE OLIVER
Print witness name

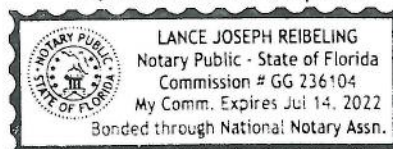
STATE OF FLORIDA :
: ss
COUNTY OF ORANGE :

Before me, the undersigned authority, personally appeared Patrick E. Law, who executed the foregoing instrument, and who acknowledged the execution thereof to be his/her free act and deed personally, for the use and purposes herein set forth, and who [☒] is personally known to me, or who [☐] did produce _____ as identification.


Notary Public - State of Florida

Lance Reibeling
Type/Print Name

My commission expires:



AFFIDAVIT OF NO LIENS

STATE OF FLORIDA :
 :
 :
COUNTY OF PINELLAS :

BEFORE ME, the undersigned authority, personally appeared Patrick E. Law, whom, being duly authorized does depose and say:

1. That aforesaid party is the owner of legal and equitable title to the following described property in Pinellas County, Florida, to wit:

See Exhibit A appended hereto and by this reference made a part hereof

2. That there has been no labor performed or materials furnished on said property for which there are unpaid bills for labor or materials against said property, other than those which will be paid during the normal course of business, except: (list, or if none, insert "**NONE**". If no entry, it will be deemed that "**NONE**" has been entered.)

NONE.

3. That there are no liens or encumbrances of any nature affecting the title of the property herein described, except easements and restrictions of record, any encroachments, overlaps or other rights of third parties which would be shown by a current survey, except: (list, or if none, insert "**NONE**." If no entry, it will be deemed that "**NONE**" has been entered.)


Mortgage from Wells Fargo Bank, N.A. recorded on June 5, 2018 in Book 20076, Page 663 in the Official Records of Pinellas County, Florida and Subordinate Mortgage from City of Clearwater recorded on June 5, 20118 in Book 20076, Page 687 in the Official Records of Pinellas County, Florida

4. That no written notice has been received for any public hearing regarding assessments for improvements by any government, and there are no unpaid assessments against the above described property for improvements thereto by any government, whether or not said assessments appear of record.
5. That there are no outstanding sewer service charges or assessments payable to any government.
6. That the representations embraced herein have been requested by the **CITY OF CLEARWATER**, its agents, successors and assigns to rely thereon in connection with the granting of the easement herein being conveyed to encumber the above-described property.

IN WITNESS WHEREOF, the undersigned grantor has caused these presents to be duly executed this 1st day of November, 2019.

Signed, sealed and delivered
in the presence of:

Madison Point, LLC


Patrick E. Law, Manager


Witness signature


STACY BANACH
Print witness name


Witness signature

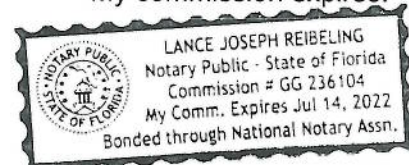
MIKE OLIVER
Print witness name

STATE OF FLORIDA :
: ss
COUNTY OF ORANGE :

Before me, the undersigned authority, personally appeared Patrick E. Law, who executed the foregoing instrument, and who acknowledged the execution thereof to be his/her free act and deed personally, for the use and purposes herein set forth, and who ☒ is personally known to me, or who ☐ did produce _____ as identification.


Notary Public - State of Florida
Lance Reibeling
Type/Print Name

My commission expires:



SKETCH OF DESCRIPTION

SECTION 15 TOWNSHIP 29 RANGE 15

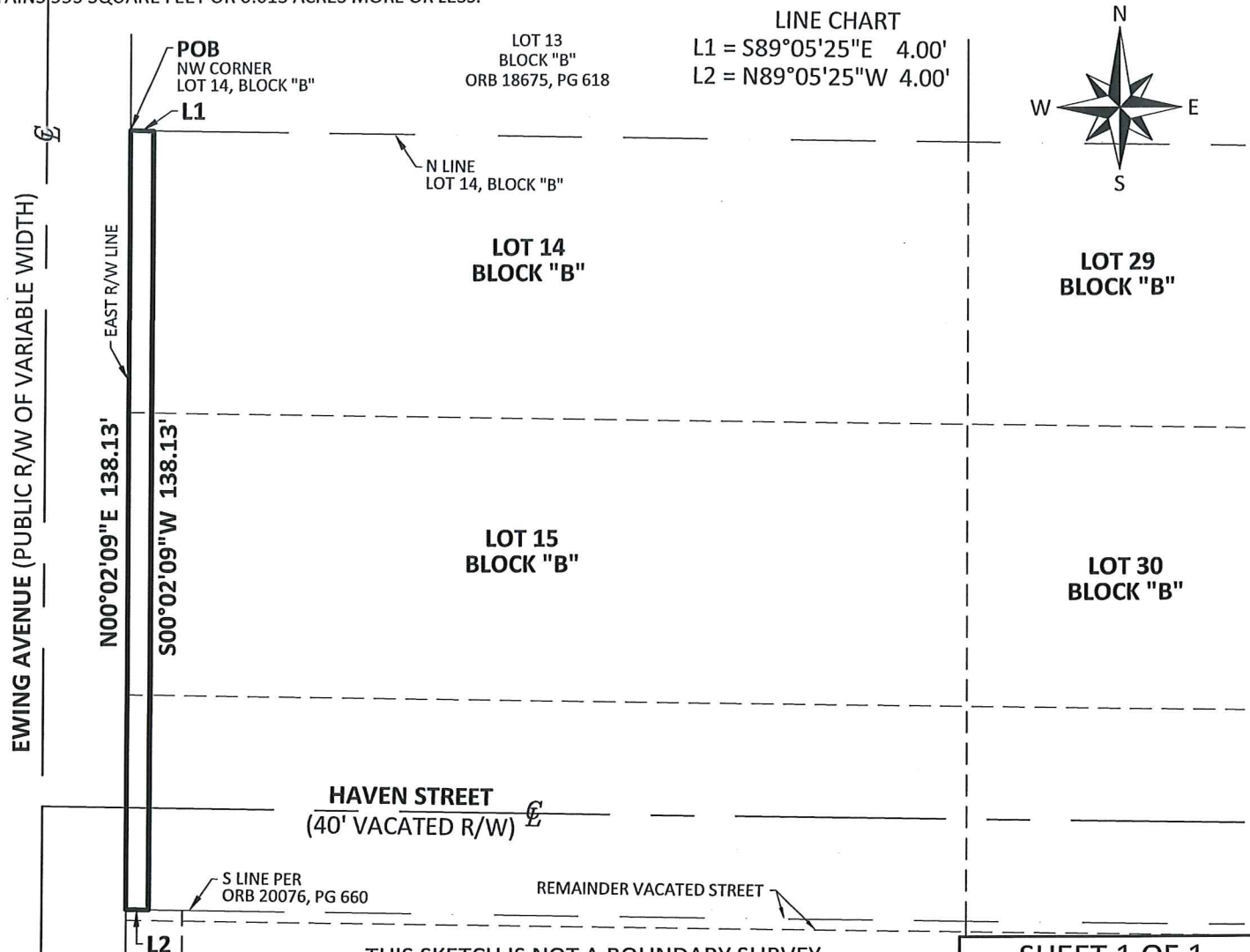
DESCRIPTION

(4' SIDEWALK EASEMENT)

THE WEST 4.00 FEET OF LOTS 14, 15, AND LOTS 29 AND 30, AND THE NORTH 38.11 FEET OF VACATED STREET LYING SOUTH OF AND ADJACENT TO SAID LOTS 15 AND 30, BLOCK B OF COACHMAN HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 16, AS RE-PLATTED AND RECORDED IN PLAT BOOK 20, PAGE 26, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE NORTHWEST CORNER OF LOT 14, BLOCK "B", PLAT BOOK 20, PAGE 26, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA THENCE RUN S89°05'25"E ALONG THE NORTH LINE OF SAID LOT 14 A DISTANCE OF 4.00 FEET; THENCE S00°02'09"W A DISTANCE OF 138.13 FEET ALONG A LINE LYING 4.00 FEET EAST OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF EWING AVENUE TO THE SOUTH LINE OF OFFICIAL RECORD BOOK 20076, PAGES 660 THROUGH 662, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N89°05'25"W ALONG SAID SOUTH LINE A DISTANCE OF 4.00 FEET TO SAID EAST LINE; THENCE N00°02'09"E ALONG SAID EAST LINE A DISTANCE OF 138.13 FEET TO THE POINT OF BEGINNING.

CONTAINS 553 SQUARE FEET OR 0.013 ACRES MORE OR LESS.



THIS SKETCH IS NOT A BOUNDARY SURVEY.

SHEET 1 OF 1

JOB #51791

CF# P120-26-SIDEWALK-SOD

DATE: 10/3/19

SCALE: 1" = 30'

DRAWN BY: SNH

PREPARED FOR: MADISON POINT, LLC

BEARING STRUCTURE IS ASSUMED AND BASED ON THE EAST RIGHT-OF-WAY LINE OF EWING AVENUE BEING: N00°02'09"E.

THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

10/4/19
Ronald K. Smith
RONALD K. SMITH, PSM 5797

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." OR THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RONALD K. SMITH, PSM 5797.



ACCURIGHT SURVEYS
 OF ORLANDO INC., LB 4475
 2012 E. Robinson Street Orlando, Florida 32803
 www.AccurightSurveys.net
 Admin@AccurightSurveys.net
 PHONE: (407) 894-6314

REVISIONS:

LEGEND
 CL - CENTERLINE
 ORB - OFFICIAL RECORDS BOOK
 PB - PLAT BOOK
 PG - PAGE
 POB - POINT OF BEGINNING
 R/W - RIGHT-OF-WAY