

Project: Post-Idalia Emergency Shore

Stabilization Project

Property Address:

PROPERTY ADDRESS HERE

Prepared by and return to:

Real Property Division

Attn: Amanda Gillespie

509 East Avenue South

Clearwater, FL 33756

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is granted this _____ day of _____, 20____, by _____, whose address is: GULF BLVD INDIAN SHORES, FL 33785("Owner"), to PINELLAS COUNTY, a political subdivision of the State of Florida whose mailing address is 315 Court Street, Clearwater, Florida 33756 ("County").,

WITNESSETH

Owner, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which acknowledged, does hereby grant County, its employees, agents, successors, and assigns a nonexclusive Temporary Construction Easement ("Easement") over, across, and upon the property located at:

_____,
more particularly described in legal description attached as EXHIBIT "A" hereto and made a part hereof, hereinafter referred to as the "Easement Area."

1. Owner hereby warrants and covenants that (a) Owner is the owner of the fee simple title to the property in which the Easement is located, and that (b) Owner has full rights and lawful authority to grant and convey this Easement to the County.
2. Owner hereby grants this Easement for a period of three (3) years to the benefit of County, their employees, agents, successors, and assigns, over, under, upon, and across that portion of the owners property lying seaward of the Coastal Construction Control Line (CCCL) as recorded in Official Record Book 19805 Pages 338 thru 344, Public Records of Pinellas County, Florida, to access, remove

and/or plant vegetation and debris, design, permit, install, monitor, as necessary, sand dunes and/or other sand containment erosion control devices (hereafter, the “Temporary Armoring”), reserving the right to remove Temporary Armoring if damaged or required by permit.

3. This Temporary Construction Easement will expire December 31, 2026.
4. Except for those acts reasonably necessary to accomplish the proposes of this Easement, County also covenants not to do any acts or things, which it could reasonably expect to cause damage to Property.
5. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, agents, and invitees. Nothing herein shall be construed as a waiver of any defense or further limitation of County's sovereign immunity beyond Section 768.28, Florida Statutes, as now in effector as may be amended from time to time, nor construed as consent to be sued by third parties in any manner arising out of this Easement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Owner has fully executed this Easement the day and year first written above.

**SIGNED AND
DELIVERED IN THE
PRESENCE OF:**

WITNESSES:

OWNER:

Signature of First Witness

Owner Signature

Print Name of 1st Witness

Print Name

Signature of Second Witness

Title

Print Name of 2nd Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____,
(numeric date) (month) (year)

by _____ as _____ for _____.
(name of person) (type of authority) (name of party)

(SEAL)

Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT A

**THE PROPERTY'S LEGAL DESCRIPTION, PARCEL, AND/OR ADDRESS WILL
BE PRINTED HERE**