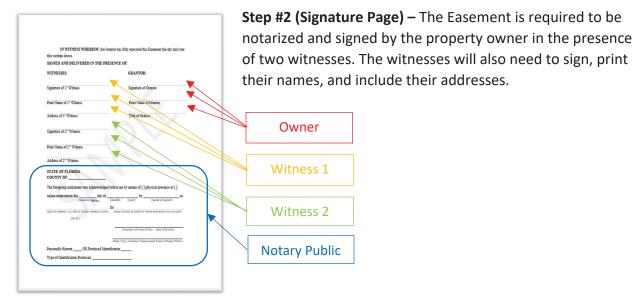
# **Instructions for Filling Out and Signing This Easement**

Please be sure to read and follow the below instructions for the easement to be valid and recordable.

Stan #1 Fill in the data fields on the first

**Step #1 –** Fill in the date fields on the first page.

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Step #3 - Mail the original copies (with wet signatures) to:

Pinellas County Department of Administrative Services Facilities and Real Property Division Attn: Kit Lindsay 509 East Avenue South, Clearwater, FL 33756

<sup>\*</sup>If needed, Pinellas County staff can notarize in our office or at other locations within Pinellas County. Please call Kit Lindsay at 727-464-3611 to schedule.

## **Project: Sand Key Beach Nourishment**

Prepared by and return to: Administrative Services Department Attn: Kit Lindsay 509 East Ave. South Clearwater, FL 33756

#### BEACH STORM DAMAGE REDUCTION EASEMENT

THIS BEAC	CH STORI	M DAMA	GE REDUCTION I	EASEME	NT made	thisd	ay of	
,	20,	by _			whose	address	is	
			("GRANTOR")	hereby	grants	to PINEL	LAS	
COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street,								
Clearwater, Florida	33756 ("(	GRANTE	E").					

#### WITNESSETH

GRANTOR, for and in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey a perpetual, non-exclusive, and assignable easement ("EASEMENT") over, across, and upon the land described and depicted more fully in Exhibit "A", attached hereto and fully incorporated herein("EASEMENT AREA"), for use by its representatives, agents, and contractors. GRANTEE,

## WITNESSETH:

TO HAVE AND TO HOLD said Easement unto said GRANTEE, subject to the following conditions:

- 1. GRANTOR hereby warrants and covenants that (a) GRANTOR is the owner of the fee simple title to the property in which the EASEMENT AREA is located, and that (b) GRANTOR has full right and lawful authority to grant and convey this EASEMENT to the GRANTEE.
- 2. GRANTOR agrees to grant access over, across, and upon the EASEMENT AREA for ingress and egress of GRANTEE, its representatives, agents, contractors, subcontractors, assigns, equipment, and necessary access that will allow Grantee:
  - o To construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace beaches and dune systems;
  - o To undertake other erosion control and storm damage reduction measures together with appurtenances thereto, including but not limited to deposit sand;
  - o To accomplish any alterations of contours on said land;
  - o To construct beach berms and dunes and to plant vegetation thereupon;
  - o To nourish and renourish public beaches and dune systems periodically;
  - o To move, store, and remove equipment and supplies associated with the construction:
  - o To erect and remove temporary structures during the construction process;

- o To erect, maintain, and remove silt screens and sand fences during construction activities;
- o To facilitate preservation of dunes and vegetation through the limitation of access to dune areas;
- o To trim, cut, fell, and remove from said lands trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the EASEMENT AREA; and
  - To perform any other work necessary and incident to the construction, periodic renourishment, and maintenance of the BEACH PROJECT,
- 3. GRANTOR, its successors, and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that 1) such structures shall not violate the integrity of the dune in shape, dimension, or function; 2) that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE; and 3) that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project.
- 4. GRANTOR, its successors, and assigns reserve all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights conveyed herein to GRANTEE, and subject to existing easements for public roads and highways, public utilities, railroads, and pipelines. Except for those acts reasonably necessary to accomplish the purposes of this Easement, GRANTEE also covenants not to do any acts or things, which it could reasonably expect to cause damage to GRANTOR's premise.
- 5. Nothing herein shall be construed as waiver of any defense or limitation available to the Grantee pursuant to Florida Statutes, Section 768.28, as now in effect or as may be amended from time to time.
- 6. This Easement will become effective upon proper execution by GRANTOR.

[SIGNATURE PAGE TO FOLLOW]

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

# SIGNED AND DELIVERED IN THE PRESENCE OF:

WITNESSES:	GRANTOR:			
Signature of 1 <sup>st</sup> Witness	Signature of Grantor			
Print Name of 1st Witness	Print Name of Grantor			
Address of 1st Witness	Title of Grantor			
Signature of 2 <sup>nd</sup> Witness	-			
Print Name of 2 <sup>nd</sup> Witness	-			
Address of 2 <sup>nd</sup> Witness				
STATE OF FLORIDA COUNTY OF				
The foregoing instrument was acknowledged	before me by means of [] physical presence or []			
online notarization this day of _	(month), (year), by (name of signer) as			
(type of authority, e.g. officer, trustee, attorney in fact) (SEAL)	for			
	(Signature of Notary Public – State of Florida)			
	(Print, Type, or Stamp Commissioned Name of Notary Public)			
Personally Known OR Produced Ident	ification			
Type of Identification Produced:				