

EASEMENT AGREEMENT

This Easement Agreement is made and entered into as of the ____ day of August, 2018, by, between and among ROBERT AHLF, hereinafter referred to as "AHLF"; the TOWN OF BELLEAIR, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "BELLEAIR" and together with AHLF, the "GRANTORS"; and JAMES M. CLARK and MEREDITH A. CLARK, husband and wife, hereinafter collectively referred to as the "GRANTEES".

Whereas AHLF, as to a life estate, and BELLEAIR, as to a remainder interest, are the owners of the real property described as the Grantor Property in Exhibit "A" hereto, and GRANTEES are the owners of the adjoining real property described as the Grantee Property in Exhibit "B" hereto; and

Whereas GRANTORS have agreed to convey to GRANTEES an exclusive five foot wide easement over and across portions of the Grantor Property to permit GRANTEES to erect and maintain a retaining wall for the benefit and protection of the Grantee Property;

Now, therefore, for and in consideration of the mutual promises to be made and kept among the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Easement. GRANTORS do hereby create, establish, grant and convey to GRANTEES and their successors in ownership an exclusive, perpetual easement over and across the area of land described as the Easement Area in Exhibit "C" hereto for the purpose of erecting and maintaining a retaining wall for the benefit and protection of the Grantee Property.
2. Term of Easement. The easement, rights and privileges herein established, granted, created and conveyed are intended to be, and shall be construed as, covenants, obligations and rights running with the Grantor Property and the Grantee Property.
3. Binding Effect. The benefits and obligations of this Agreement shall inure to and be binding upon the parties and their respective successors, representatives and assigns.
4. Maintenance and Restoration. Notwithstanding anything to the contrary contained herein, GRANTEES and their successors in ownership shall be and remain solely responsible for all of the costs of erecting and maintaining the retaining wall contemplated herein. Grantees shall promptly repair any damage to the Grantor Property and Grantors' improvements located thereon caused by Grantees or their agents, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantees and their

agents. Grantees' maintenance of the Easement Area shall be in accordance with all laws, rules, and ordinances respecting such.

5. Reservation by Grantors. Grantors hereby reserve the right to use the Easement Area for any use not inconsistent with Grantees' permitted use of the Easement Area.

6. Condition of the Easement Area. Grantees accept the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, if any. Notwithstanding the foregoing, Grantors represent and warrant to Grantees that Grantors are the fee simple owners of the Easement Area, and, subject to all matters of record, have all necessary rights, power and authority to grant the Easement and associated rights as set forth in this Agreement.

7. Liens. Grantees shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, or under Grantees, and shall indemnify, hold harmless and agree to defend Grantors from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished or obligations incurred by, through, or under Grantees.

8. Indemnification. Grantees hereby agree to indemnify, defend and hold harmless Grantors from and against all claims, suits, causes of action, damages, liens, losses, death, injuries, expenses, costs or liabilities of any kind, including attorneys' fees and litigation costs, to the extent arising out of, or connected with, any entry onto the Easement Area by Grantees or the Grantees' agents and any negligent or willful non-performance or other breach by Grantees of any terms, conditions, provisions, duties, obligations or representations under this Agreement.

9. Default. If: (i) Grantees have defaulted or are in default or breach of any of their obligations stated herein; (ii) Grantors have provided Grantees written notice of Grantees' default; and (iii) thirty (30) days have expired since Grantees received written notice from Grantors regarding Grantees' default and Grantees have failed to cure their default within the thirty (30) day period, Grantors, at their option, may: (a) pursue any remedy available at law or in equity; (b) pursue the remedy of specific performance or injunction; (c) seek declaratory relief; and/or (d) pursue an action for damages for loss.

If: (i) Grantors have defaulted or is in default or breach of any of its obligations stated herein; (ii) Grantees have provided Grantors written notice of Grantors' default; and (iii) thirty (30) days have expired since Grantors received written notice from Grantees regarding Grantors' default and Grantors have failed to cure their default within the thirty (30) day period, Grantees, at their option, may: (a) pursue any remedy available at law or in equity;

(b) pursue the remedy of specific performance or injunction; (c) seek declaratory relief; and/or (d) pursue an action for damages for loss.

In no event shall either Party be liable for consequential, punitive or speculative damages. In the event it becomes necessary for any party to enforce the provisions hereof through the initiation of legal proceedings, the prevailing party in said proceedings shall be entitled to recover court costs and a reasonable attorneys' fee from the non-prevailing party.

10. Miscellaneous.

(a) Entire Agreement. This Agreement, and any addenda or exhibits attached hereto or made a part hereof, contain the entire agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained herein or in another writing signed by the parties, shall be binding or valid.

(b) No Public Use/Dedication. The Easement Area is and shall at all times remain the private property of Grantors. The use of the Easement Area is permissive and shall be limited to the express purposes contained herein by Grantees. Neither Grantees, nor their successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Easement Area beyond the express terms and conditions of this Agreement.

(c) No Third-Party Beneficiaries. In assuming and performing the obligations of this Agreement, Grantors and Grantees are acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. There is no intent by either party to create or establish third-party beneficiary status or rights in any third-party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto and Grantors and Grantees expressly disclaim any third-party benefit.

11. Recordation. This Agreement shall be recorded in the Public Records of Pinellas County, Florida.

12. Non-Homestead Property. The property described in Exhibit "A" is not the homestead of AHLF.

Signatures on following page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

Print Name: _____

ROBERT E. AHLF, by his
Attorney-in-Fact, GERALD
TIENSTRA

Print Name: _____

TOWN OF BELLEAIR, a municipal
corporation

Print Name: _____

Joseph P. Murphy, Town Manager

Print Name: _____

Attest: _____
Town Clerk

Print Name: _____

JAMES M. CLARK

Print Name: _____

Print Name: _____

MEREDITH A. CLARK

Print Name: _____

STATE OF ILLINOIS
COUNTY OF _____

The foregoing Easement Agreement was acknowledged before me this ___ day of _____, 2018, by GERALD TIENSTRA, as Attorney-in-Fact for ROBERT E. AHLF, who is personally known to me or produced _____ as identification.

Notary Public-State of Illinois

STATE OF FLORIDA
COUNTY OF _____

The foregoing Easement Agreement was acknowledged before me this __ day of _____, 2018, by JOSEPH P. MURPHY as TOWN MANAGER of TOWN OF BELLEAIR, FLORIDA, a municipal corporation existing under the laws of the State of Florida, who is personally known to me or produced _____ as identification.

Notary Public-State of Florida

STATE OF FLORIDA
COUNTY OF _____

The foregoing Easement Agreement was acknowledged before me this ___ day of _____, 2018, by JAMES M. CLARK and MEREDITH A. CLARK, husband and wife, who are personally known to me or produced _____ as identification.

Notary Public-State of Florida

EXHIBIT "A"
(Grantor Property)

Lot 4 and the West 150 feet of Lot 12, less the North 5 feet of the West 98 feet of the East 248 feet of Lot 12, BAY BROOK REPLAT, according to the map or plat thereof recorded in Plat Book 28, Page 33, of the Public Records of Pinellas County, Florida.

EXHIBIT "B"
(Grantee Property)

The West 98 feet of Lot 6 and the North 5 feet of the West 98 feet of the East 248 feet of Lot 12, BAY BROOK REPLAT, according to the map or plat thereof recorded in Plat Book 28, Page 33, of the Public Records of Pinellas County, Florida.

a/k/a 103 Manatee Road, Belleair, Florida 33756

Property Number: 29-29-15-03384-000-0060

EXHIBIT "C"
(Easement Area)

The East 5 feet of Lot 4 and the South 10 feet of the North 15 feet of the West 98 feet of the East 248 feet of Lot 12, BAY BROOK REPLAT, according to the plat thereof recorded in Plat Book 28, Page 33, of the Public Records of Pinellas County, Florida.