

Craig / If this becomes a problem, let me know. / Copy for [unclear] also

PINELLAS COUNTY GENERAL SERVICES DEPARTMENT

ADMINISTRATION.FACILITY MANAGEMENT.REAL ESTATE MANAGEMENT.RECORDS MANAGEMENT

MEMORANDUM

RECEIVED

AUG 04 1995

ENV. MGT.

TO: Pickens Talley, Director Utilities
Will Davis, Director, Environmental Management
Bob Warren, Director, Highway Division

FROM: Ellyn Kadel, Real Estate Manager

DISTRIBUTION: ✓ Craig Huegel, Envir. Mgmt. Div., Brooker Creek Preserve Manager

SUBJECT: License Trinity Homeowner's Association, Inc.

DATE: August 2, 1995

On July 18, 1995, the Board of County Commissioners approved the License Agreement with the Trinity Homeowner's Association, Inc. (Licensee). This License allows the Licensee to landscape and maintain wellfield property on either side of Trinity Oaks Blvd. and North of Trinity Blvd.

The Licensee will clear the existing unwanted vegetation and revegetate in accordance with a Concept Plan attached to the License Agreement and subject to modification and prior written authorization of the final plans by the Brooker Creek Manager, Craig Huegel. The Licensee will have sole responsibility for the maintenance of the license area, indemnify the County and purchase insurance with Pinellas County endorsed to the policy as additional insured.

The Licensee will install a gate and fence at the entrance of the abandoned railroad right of way located on the West side of Trinity Oaks Blvd. to prevent unauthorized citizens from entering the property, while allowing access for Utility Department staff.

If you have any questions or desire a copy of the License, please call me. Thank you.

BEM:mjv
c95210m1

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT, hereinafter referred to as "License," is made and entered into this 8th day of July, 1995, between PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and TRINITY OAKS PROPERTY OWNER'S ASSOCIATION, INC., referred to as "LICENSEE."

WITNESSETH:

1. PREMISES

COUNTY hereby grants permission to LICENSEE to use vacant land as shown on Exhibit "A" attached.

2. USE

COUNTY hereby grants permission to LICENSEE to use the described property for the purpose of landscaping along both sides of Trinity Oaks Boulevard. LICENSEE will clear existing vegetation and revegetate in accordance with the Concept Plan described in Exhibit "B" attached hereto and made a part hereof subject to modification and prior written authorization of the final plans by the Brooker Creek Manager, Craig Huegel. LICENSEE will maintain the property including but not limited to mulching, removal of dead plants and litter, edging along Trinity Oaks Boulevard, which runs between the two pieces of land, and mowing, if applicable. LICENSEE will be solely responsible for maintenance of property. No structures or signs of any kind shall be permitted by LICENSEE on the land that is subject of this LICENSE.

3. TERMINATION

This License may be terminated upon six (6) months written notice by COUNTY to LICENSEE or its successors in interest, as applicable, by the County Administrator or other designee.

4. INDEMNIFICATION

LICENSEE covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by LICENSEE, its officers, employees, agents, contractors, or subcontractors during the performance of this License, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said parties may be subject including COUNTY'S costs and attorneys fees incurred in defending such claims, except that neither LICENSEE nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees.

5. INSURANCE LICENSEE shall procure, pay for and maintain during the term of the License insurance as required herein:

A. Comprehensive General Liability including, but not limited to, independent contractor, contractual, Premises/Operations and Personal Injury covering liability assumed under indemnification provisions of this License, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$500,000, each occurrence. (Combined single limits of not less than \$500,000, each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis. Fire Legal Liability shall be included to limits of \$50,000. This insurance may be provided through one (1) primary

policy, or through use of a primary and an excess umbrella in follow form to reach the total required limits.

B. Workers' Compensation in at least the limits required by Florida law and Employers' Liability, where applicable, of not less than \$100,000.

C. Certificate of Insurance and certified copies of Policies of Insurance shall be filed prior to submission of this License to COUNTY for signature, and thereafter maintained with the Department of Risk Management and General Services Department, Real Estate Management Division during the term of this License; and LICENSEE shall notify the COUNTY within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of LICENSEE. Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

6. LIABILITY OF COUNTY

All property of any kind that may be on the Premises during the continuance of the License shall be at the sole risk of LICENSEE, and COUNTY shall not be liable to LICENSEE or any other person for any injury, loss, or damage to property or to any person on said Premises.

7. ACCESS TO MONITORING WELLS:

COUNTY requires access to those monitoring wells located approximately 0.4 miles West of Trinity Oaks Blvd. LICENSEE will vegetate the abandoned railroad right of way located West

of Trinity Oaks Blvd in such manner that the COUNTY can drive on the railroad right of way to inspect monitoring walls.

8. GATE AND FENCE:

LICENSEE will install a gate and fence at the entrance of the abandoned railroad right of way located on the West side of Trinity Oaks Blvd., in such a manner as to prevent unauthorized citizens from entering the property via the abandoned railroad right of way. LICENSEE shall provide the COUNTY with keys or any other means necessary to open the gate so that the COUNTY may make the inspection referenced in paragraph 7.

9. TERMINATION BY LICENSEE:

This License may be terminated upon six (6) months written notice by LICENSEE to COUNTY or its successors in interest, as applicable, by the LICENSEE.

IN WITNESS WHEREOF COUNTY and LICENSEE have hereunto set its hand and seal as

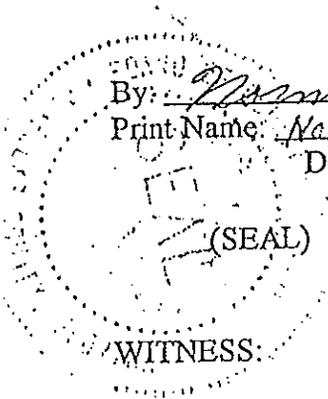
of day and year first above written.

ATTEST: Karleen F. DeBlaker
Clerk of Circuit Court

PINELLAS COUNTY, FLORIDA
By and through its Board of
County Commissioners

By: *Norma Grant*
Print Name: Norma Grant
Deputy Clerk

By: *Stan G. Filant*
Print Name: _____
Chairman



LICENSEE: TRINITY OAKS
PROPERTY OWNER'S ASSOCIATION,
INC.

By: *David S. Ford*
Print Name: DAVID S. FORD
Secretary

By: *Lew Medland*
Print Name: LEW MEDLAND
President

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: *Sarah Richardson*
Asst. Attorney

LEGAL DESCRIPTION:

A Tract of land lying within the North 1/2 of Section 2, Township 27 South, Range 16 East, of Pinellas County, Florida being more particularly described as follows:

That part of the North 1/2 of said Section 2, lying north by northwesterly of the northwesterly right-of-way line of the BI-COUNTY THRUWAY and lying East of the following described line: COMMENCE at the South 1/4 corner of Section 35, Township 26 South, Range 16 East, of Pasco County, Florida, said point also being on the North line of the North 1/2 of said Section 2 and run along said North line N 89°46'44"W, a distance of 164.22 feet to the POINT OF BEGINNING; thence run S 04°04'16"W, a distance of 612.42 feet to a point on the northerly right-of-way line of the BI-COUNTY THRUWAY, said point being the POINT OF TERMINATION.

LESS that part of the TRINITY OAKS BOULEVARD 80 Foot Right-of-Way lying within said Tract;

ALSO LESS PARCEL "A" being more particularly described as follows:

BEGIN at the South 1/4 corner of Section 35, Township 26 South, Range 16 East, of Pasco County, Florida said point being on the easterly right-of-way line of TRINITY OAKS BOULEVARD, said point also being on the North line of said Section 2 and run along said North line S 89°42'07"E, a distance of 663.97 feet to a point on the northwesterly right-of-way line of the BI-COUNTY THRUWAY; thence run S 46°26'43"W along said northwesterly right-of-way line, a distance of 7.22 feet; thence run N 89°42'07"W along a line 5.00 feet South of and parallel to the North line of said Section 2, a distance of 608.77 feet; thence run S 00°17'53"W, a distance of 20.00 feet; thence run N 89°42'07"W along a line 25.00 feet South of and parallel to the North line of said Section 2, a distance of 37.62 feet to a point on the easterly right-of-way line of said TRINITY OAKS BOULEVARD; thence run N 26°02'47"W along said easterly right-of-way line, a distance of 27.90 feet to the POINT OF BEGINNING. Containing 4,153.485 square feet more or less.

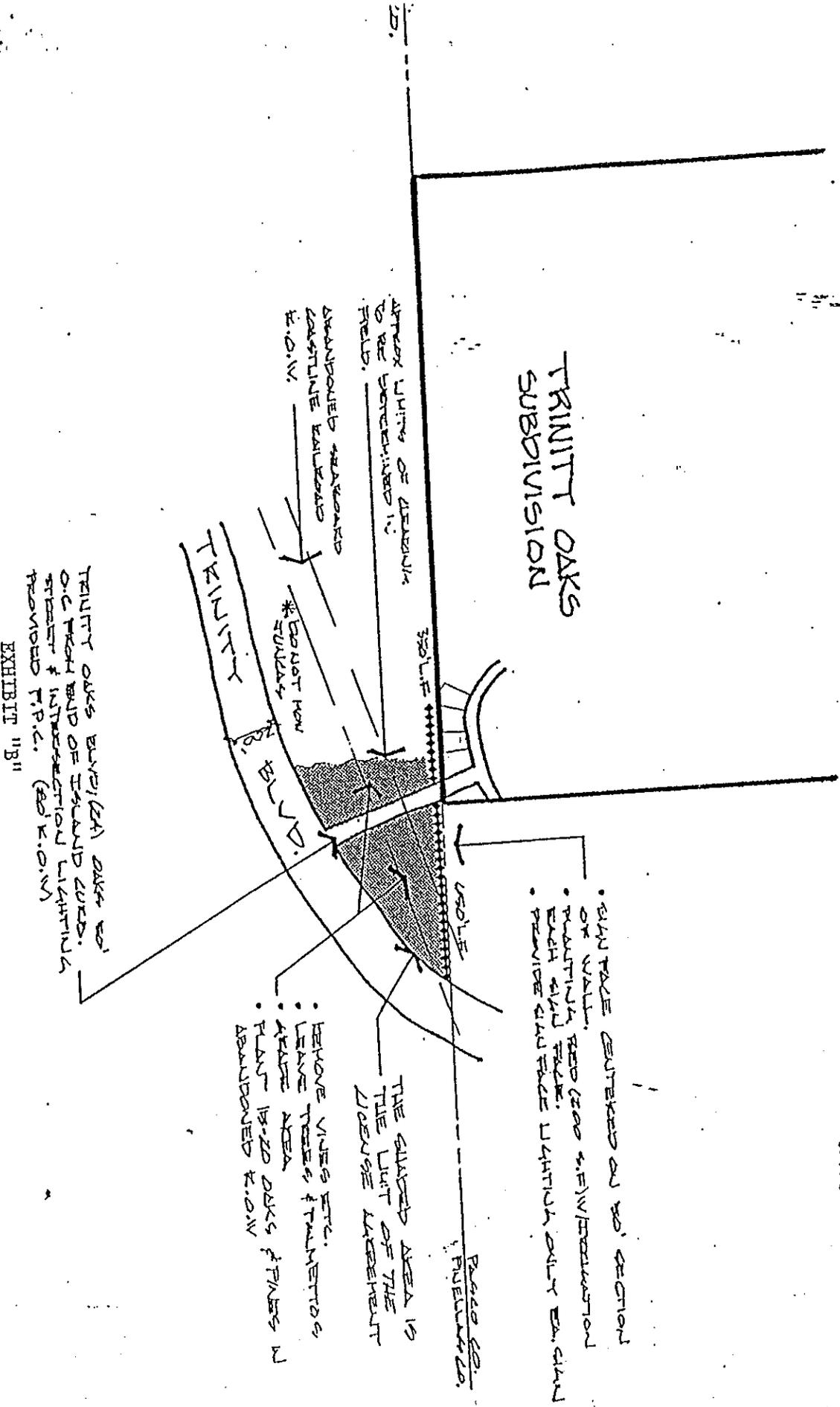
ALSO LESS that part of PARCEL "B" lying within said Tract of land, said PARCEL "B" being more particularly described as follows:

COMMENCE at the South 1/4 corner of Section 35, Township 26 South, Range 16 East, of Pasco County, Florida, said point being on the easterly right-of-way line of TRINITY OAKS BOULEVARD, said point also being on the North line of said Section 2, and run along said North line N 89°46'44"W, a distance of 89.22 feet to a point on the westerly right-of-way line of said TRINITY OAKS BOULEVARD, said point also being the POINT OF BEGINNING; thence run N 89°46'44"W along the North line of said Section 2, a distance of 360.00 feet; thence run S 00°13'16"W, a distance of 5.00 feet; thence run S 89°46'44"E along a line 5.00 feet South of and parallel to the North line of said Section 2, a distance of 810.00 feet; thence run S 00°13'16"W, a distance of 20.00 feet; thence run S 89°46'44"E along a line 25.00 feet South of and parallel to the North line of said Section 2, a distance of 62.34 feet to a point on the westerly right-of-way line of said TRINITY OAKS BOULEVARD; thence run N 26°02'47"W along said westerly right-of-way line, a distance of 27.88 feet to the POINT OF BEGINNING. Containing 2,954.273 square feet more or less.

SHEET 3 OF 3



TRINITY OAKS SUBDIVISION



TRINITY OAKS BLVD (EA) OAKS CO
 O.C. FROM BLDG OF ISLAND CURD.
 STREET & INTERSECTION LIGHTING
 PROVIDED P.P.C. (E.O.W.)

EXHIBIT "B"