

MEMORANDUM

TO: City Commission

THROUGH: Douglas Hutchens, Interim City Manager 

DATE: July 18, 2016

FROM: Robert C. Ironsmith, CRA Director

SUBJECT: Construction of 23 angled parking spaces on Douglas Avenue (940 & 966) through a partnership with the developer of Artisan Apartment Homes.

PRESENTER: Robert C. Ironsmith, CRA Director

RECOMMENDATION: Approve Easement and Right of Way Use Agreement

BUDGET IMPACT: Budget Amendment Resolution 16-07 previously approved parking funds for improvements to create additional downtown parking opportunities (001-1801-515-6301 / Project 181602). This Agreement would expend \$60,000 of those funds.

ATTACHMENTS:

- (1) Douglas Avenue angled parking outline
- (2) Sketch of the angled parking spaces
- (3) Easement (prepared by City Attorney)
- (4) Right of Way Use Agreement (prepared by City Attorney)

PAST ACTION: None

NEXT ACTION: Construction of improvements and undergrounding

BACKGROUND: With the redevelopment of the former Keller site (940 & 966 Douglas Avenue) for a mixed-use project an opportunity has presented itself for a partnership between the City of Dunedin and the developer of Artisan Apartment Homes to construct 23 angled parking spaces on Douglas Avenue.

The new downtown parking spaces on Douglas Avenue as shown on the attached sketch can be created with land (perpetual easement) from the developer combined with right of way from the City and the undergrounding of utilities (there are power poles in the way of the angled parking spaces). The new parking spaces will add to the overall downtown parking supply and be located in a prime area of downtown for parking. It is important to note that this parking initiative idea represents the continued emphasis on developing permanent parking options for visitors of downtown.

The responsibilities of both parties are summarized on the attached one page outline but highlights are provided below:

Artisan Apartment Homes responsibilities:

Construct all needed infrastructure for the 23 angled parking spaces as shown in the attached sketch. The cost is estimated at \$100,000 and engineer's estimate to be provided.

Incur cost to underground utilities in front of 940 & 966 Douglas Avenue which is needed to enable angled parking spaces to be built. Cost is estimated at \$85,000.

Provide needed land through a perpetual easement which can be combined with City right of way to enable construction of the 23 angled parking spaces.

Allow the City to install pay stations on the newly created angled parking spaces.

City of Dunedin responsibilities:

Contribute \$60,000 toward design and construction costs of the angled parking spaces.

Facilitate all needed easements for building of the angled parking spaces as well as for undergrounding of utilities.

The addition of 23 new parking spaces on Douglas Avenue represents a creative way to add to the overall downtown parking supply and is supported by nearby merchants. The funding for this initiative (\$60,000) is available through parking funds previously approved (\$111,500) for the First Baptist (500 Wood Street) parking project where only \$50,000 will be used to make the enhancements.

The combined efforts of both the First Baptist (500 Wood Street) project and the proposed angled parking on Douglas Avenue will result

in 48 additional downtown parking spaces, 8 golf cart spaces and 2 motorcycle spaces. The undergrounding of utilities on a portion of Douglas Avenue is also viewed as adding to the overall ambience of downtown, a measure mentioned and supported by the City Commission and Community Redevelopment Agency.

Staff recommends the approval of the Easement and Right of Way Use Agreement as a measure to add permanent parking spaces in a growing and high activity zone of downtown.

Douglas Avenue Angled Parking Outline

- Goal:** Increase downtown parking supply, and create Main Street ambience
- Opportunity:** With the redevelopment of the former Keller site for a mixed-use project, an opportunity has presented itself for a partnership between the City of Dunedin and the developer of Artisan Apartment Homes to construct 23 angled parking spaces.
- Action:** Construct 23 angled parking spaces on Douglas Avenue along with undergrounding of utilities on a portion of Douglas Avenue

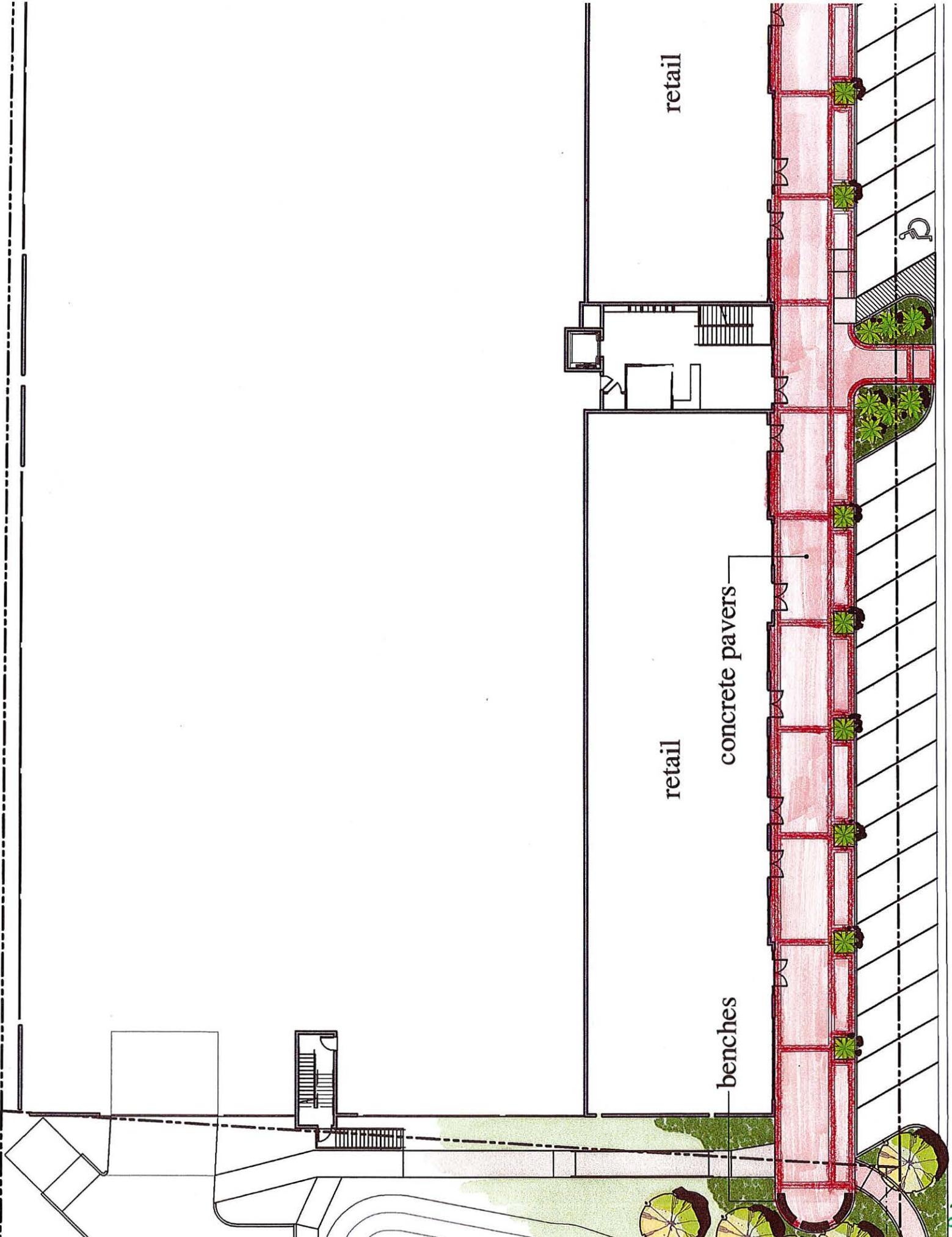
Artisan Apartment Home's responsibilities:

- Construct all needed infrastructure for 23 angled parking spaces on Douglas Avenue (940 & 966) as shown in Attachment "2". Developer to provide an engineer's cost estimate. The cost is estimated to be in the range of \$100,000.
- Incur cost to underground utilities in front of 940 & 966 Douglas Avenue. Cost is estimated to be in the range of \$85,000.
- Provide a portion of land in the form of Easement which can be combined with City right-of-way land for development of 23 angled parking spaces. Perpetual Easement value estimated at \$24,000 to \$33,000.
- Allow the City to charge for parking in the newly created parking spaces. Potential revenue estimated at \$24,150 (2 hours a day) to \$48,300 (4 hours a day) for the first year and if continued representing a return on investment over 10 years of \$1 to \$4 or \$1 to \$8.

City of Dunedin responsibilities:

- Contribute \$60,000 toward design and construction of the angled parking spaces with payment occurring at the time of approved final inspection.
- Facilitate all needed easements for building of the angled parking spaces as well as for undergrounding of utilities in front of 940 & 966 Douglas Avenue.
- Prepare and place on the Commission agenda (July 28) an Easement and Right of Way Use Agreement for deliberation.

1.



retail

retail

concrete pavers

benches

P

Prepared By and Return To:
THOMAS J. TRASK, ESQUIRE
TRASK DAIGNEAULT, LLP
1001 SOUTH FORT HARRISON AVENUE
SUITE 201
CLEARWATER, FLORIDA 33756

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that 203 N. MARION STREET, LLC, (hereinafter referred to as the GRANTOR), on behalf of GRANTOR and GRANTOR's heirs, successors, lessees and assigns, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations, grants and conveys to the CITY OF DUNEDIN, FLORIDA (hereinafter referred to as the CITY), and its successors and assigns, an easement and right-of-way on, over, under and across GRANTOR'S property located in the City of Dunedin, Pinellas County, Florida, more particularly described in attached Exhibit "A" (hereinafter referred to as the Easement Area), for the term set forth below, for ingress, egress and municipal purposes, including but not limited to, replacing, altering, operating, inspecting, maintaining, repairing and servicing of parking spaces and parking pay stations (hereinafter collectively referred to as "Improvements") by the CITY.

GRANTOR grants the CITY all necessary rights and privileges incidental to the use and enjoyment of such easement and the installation, maintenance and protection of the Improvements including, but not limited to, the reasonable right to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted. GRANTOR hereby covenants and agrees that no buildings, structures or obstacles shall be located, constructed, excavated or created within the Easement Area.

GRANTOR covenants that the term of this easement shall continue in perpetuity for so long as that certain Right of Way Use Agreement, dated simultaneously herewith, by and between Grantor and City (the "ROW Use Agreement") is not revoked, provided the revocation of the ROW Use Agreement shall result in the automatic termination of this Easement upon authorization of the ROW Use Agreement by the City Commission as provided for therein. Upon termination of this Easement, the City shall have the right to remove the angled parking spaces at its cost. Further, upon revocation of the ROW Use Agreement and termination of this Easement, the property at 940 and 946 Douglas Avenue shall be deemed a permitted non-conforming use until such later time as the use of the property changes or Grantor, or its successor and/or assigns seek to substantially alter the improvements thereon,

GRANTOR covenants not to interfere with Improvements of the CITY located within the Easement Area. GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to the CITY and (c) that the CITY shall have quiet and peaceful possession, use and enjoyment of this Easement Area. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this instrument is executed this 20 day of July, 2016.

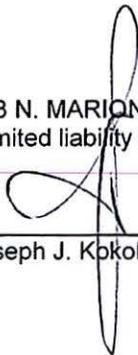
Signed, sealed and delivered in the presence of:

WITNESS:

203 N. MARION STREET, LLC, a Florida
limited liability company



Print Name: Jennifer Buchanan

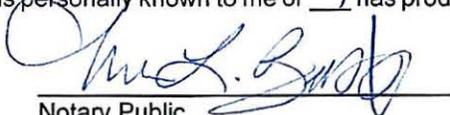


Joseph J. Kokolakis, Manager

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20 day of July, 2016, by Joseph J. Kokolakis, as Manager of 203 N. Marion Street, LLC, who is personally known to me or has produced a _____ driver's license or _____ as identification.

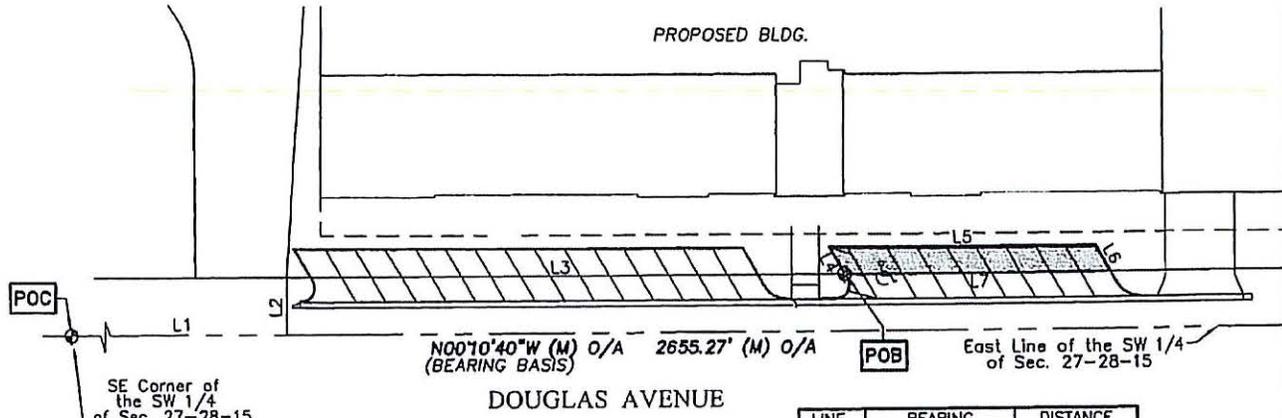
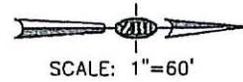
 MACHELL L. BAETENS
MY COMMISSION # FF 978917
EXPIRES: April 7, 2020
Bonded Thru Budget Notary Services


Notary Public
My Commission Expires:

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

THIS IS NOT A SURVEY!

THE SOURCE OF THIS DESCRIPTION IS AS FOLLOWS: PREPARED BY THIS FIRM BASED UPON PLANS PREPARED BY VICKSTROM ENGINEERING SERVICES, INC. BEARINGS ARE BASED UPON: THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 27-28-15 BEING N00°10'40"W.



LINE	BEARING	DISTANCE
L1	N 00°10'40" W	489.46'
L2	S 89°49'20" W	20.00'
L3	N 00°10'40" W	194.88'
L4	S 60°00'00" W	10.94'
L5	N 00°00'00" E	93.53'
L6	N 60°00'00" E	10.61'
L7	S 00°10'40" E	93.36'

PROPERTY DESCRIPTION: ARTISAN APARTMENT HOMES PROPOSED PARKING LOT EASEMENT No.3

A parcel of land lying within the Southwest 1/4 of Section 27, Township 28 South, Range 15 East, City of Dunedin, Pinellas County, Florida and being a portion of Lot 1, Block 18 as shown on the plat of WALTON AND NAUCK'S SURVEY OF DUNEDIN, FLORIDA as recorded in Plat Book 1, on Page 23, of the Public Records of Hillsborough County, Florida (of which Pinellas County was formerly a part) and also being a portion of Lot 8, Block 13 as shown on the plat of REVISED MAP OF BLOCKS 10 TO 15, TOWN OF DUNEDIN as recorded in Plat Book 6, on Page 16, of the Public Records of Hillsborough County, Florida (of which Pinellas County was formerly a part) and being further described as follows:

Commence at the Southeast Corner of the Southwest 1/4 of said Section 27, thence N00°10'40"W along the East line of said Southwest 1/4, also being the Basis of Bearing for this description, for 489.46 feet; thence S89°49'20"W, for 20.00 feet to the Southeast corner of said Lot 1, Block 18 also being a point on the westerly right-of-way line of Douglas Avenue; thence N00°10'40"W along said right-of-way line, for 194.88 feet to the POINT OF BEGINNING; thence leaving said right-of-way line, S60°00'00"W, for 10.94 feet; thence N00°00'00"E, for 93.53 feet; thence N60°00'00"E, for 10.61 feet to a point on the westerly right-of-way line of Douglas Avenue; thence S00°10'40"E, along said right-of-way line, for 93.36 feet to the POINT OF BEGINNING and containing 872.6 square feet and 0.02 acres more or less.

Δ=DELTA / CENTRAL ANGLE R=RADIUS
 A=ARC R/W = RIGHT OF WAY
 C=CHORD POC = POINT OF COMMENCEMENT
 CB=CHORD BEARING POB = POINT OF BEGINNING

JOB NO. 1099IJ.7 THIS IS NOT A SURVEY

PG 1 OF 1

DATE	CALCULATED	DRAWN	CHECKED
7/14/16	MSL	JVE	MSL

**ARTISAN APARTMENT HOMES
 PROPOSED PARKING LOT EASEMENT No. 3**

I hereby certify that this sketch and description meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61 G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Sketch and Description not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

Mark S. Lischalk
 PROFESSIONAL LAND SURVEYOR #5727
 STATE OF FLORIDA



ZARRA BOYD, INC.

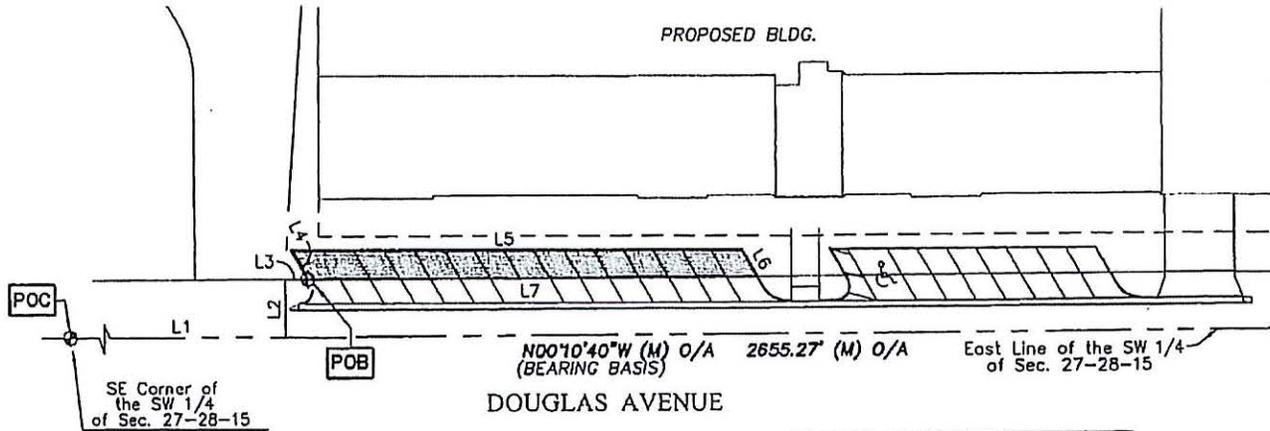
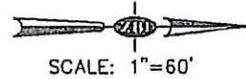
Land Surveying and Mapping
 1480 Beltrees, Dunedin, Florida 34698
 (727)738-9010 Fax:(727)733-0083

LB 6472

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

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LINE	BEARING	DISTANCE
L1	N 00°10'40" W	489.46'
L2	S 89°49'20" W	20.00'
L3	N 00°10'40" W	7.79'
L4	S 60°00'00" W	11.61'
L5	N 00°00'00" E	157.04'
L6	N 60°00'00" E	11.05'
L7	S 00°10'40" E	156.76'

PROPERTY DESCRIPTION: ARTISAN APARTMENT HOMES PROPOSED PARKING LOT EASEMENT No.1

A parcel of land lying within the Southwest 1/4 of Section 27, Township 28 South, Range 15 East, City of Dunedin, Pinellas County, Florida and being a portion of Lot 1, Block 18 as shown on the plat of WALTON AND NAUCK'S SURVEY OF DUNEDIN, FLORIDA as recorded in Plat Book 1, on Page 23 of the Public Records of Hillsborough County, Florida (of which Pinellas County was formerly a part) and being further described as follows:

Commence at the Southeast Corner of the Southwest 1/4 of said Section 27, thence N00°10'40"W along the East line of said Southwest 1/4, also being the Basis of Bearing for this description, for 489.46 feet; thence S89°49'20"W, for 20.00 feet to the Southeast corner of said Lot 1, Block 18 also being a point on the westerly right-of-way line of Douglas Avenue; thence N00°10'40"W along said right-of-way line, for 7.79 feet to the POINT OF BEGINNING; thence leaving said right-of-way line, S60°00'00"W, for 11.61 feet; thence N00°00'00"E, for 157.04 feet; thence N60°00'00"E, for 11.05 feet to a point on the westerly right-of-way line of Douglas Avenue; thence S00°10'40"E, along said right-of-way line, for 156.76 feet to the POINT OF BEGINNING and containing 1,540.8 square feet and 0.04 acres more or less.

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JOB NO. 10991J.7 THIS IS NOT A SURVEY

PG 1 OF 1

DATE	CALCULATED	DRAWN	CHECKED
7/14/16	MSL	JVE	MSL

**ARTISAN APARTMENT HOMES
 PROPOSED PARKING LOT EASEMENT No. 1**

I hereby certify that this sketch and description meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61 G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Sketch and Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and mapper.

Mark S. Lisch
 Mark S. Lisch
 PROFESSIONAL LAND SURVEYOR # 5727
 STATE OF FLORIDA



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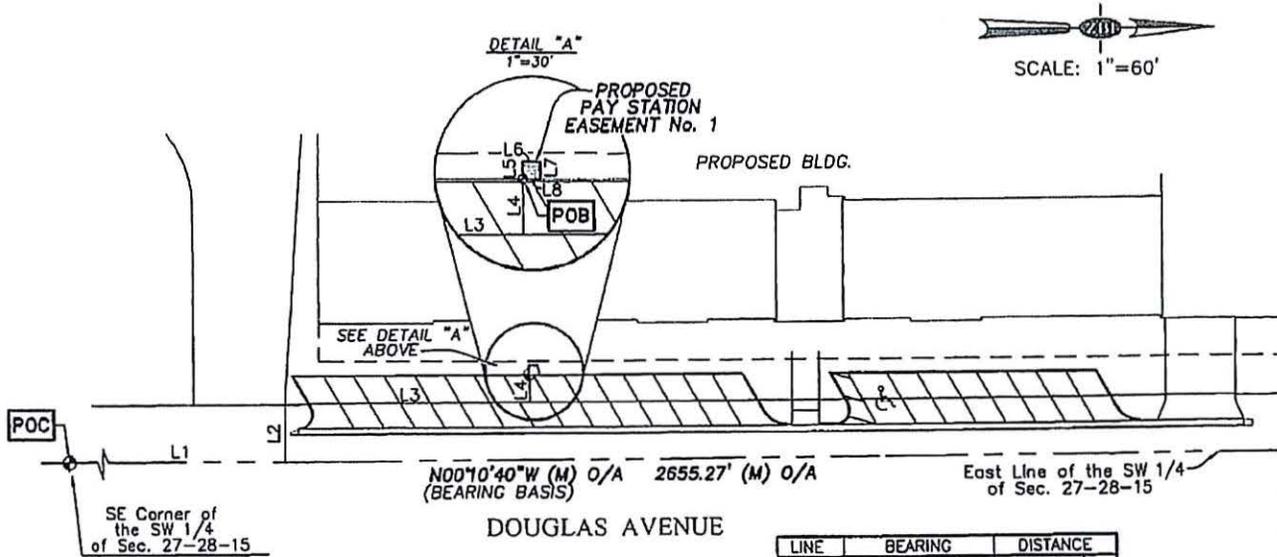
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LB 6472

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

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LINE	BEARING	DISTANCE
L1	N 00°10'40" W	489.46'
L2	S 89°49'20" W	20.00'
L3	N 00°10'40" W	84.52'
L4	S 89°49'20" W	9.82'
L5	N 90°00'00" W	3.00'
L6	N 00°00'00" E	3.00'
L7	N 90°00'00" E	3.00'
L8	S 00°00'00" E	3.00'

PROPERTY DESCRIPTION: ARTISAN APARTMENT HOMES PROPOSED PAY STATION EASEMENT No.1

A parcel of land lying within the Southwest 1/4 of Section 27, Township 28 South, Range 15 East, City of Dunedin, Pinellas County, Florida and being a portion of Lot 1, Block 18 as shown on the plat of WALTON AND NAUCK'S SURVEY OF DUNEDIN, FLORIDA as recorded in Plat Book 1, on Page 23 of the Public Records of Hillsborough County, Florida (of which Pinellas County was formerly a part) and being further described as follows:

Commence at the Southeast Corner of the Southwest 1/4 of said Section 27, thence N00°10'40"W along the East line of said Southwest 1/4, also being the Basis of Bearing for this description, for 489.46 feet; thence S89°49'20"W, for 20.00 feet to the Southeast corner of said Lot 1, Block 18 also being a point on the westerly right-of-way line of Douglas Avenue; thence N00°10'40"W along said right-of-way line, for 84.52 feet; thence leaving said right-of-way line, S89°49'20"W, for 9.82 feet to the POINT OF BEGINNING; thence N90°00'00"W, for 3.00 feet; thence N00°00'00"E, for 3.00; thence N90°00'00"E, for 3.00; thence S00°00'00"E, for 3.00 feet to the POINT OF BEGINNING and containing 9.0 square feet more or less.

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JOB NO. 10991J.7 THIS IS NOT A SURVEY

PG 1 OF 1

DATE	CALCULATED	DRAWN	CHECKED
7/14/16	MSL	JVE	MSL

**ARTISAN APARTMENT HOMES
 PAY STATION EASEMENT No. 1**

I hereby certify that this sketch and description meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61 G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Sketch and Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor.

Mark Svejtschik
 Mark Svejtschik
 PROFESSIONAL LAND SURVEYOR # 5727
 STATE OF FLORIDA



ZARRA BOYD, INC.

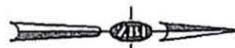
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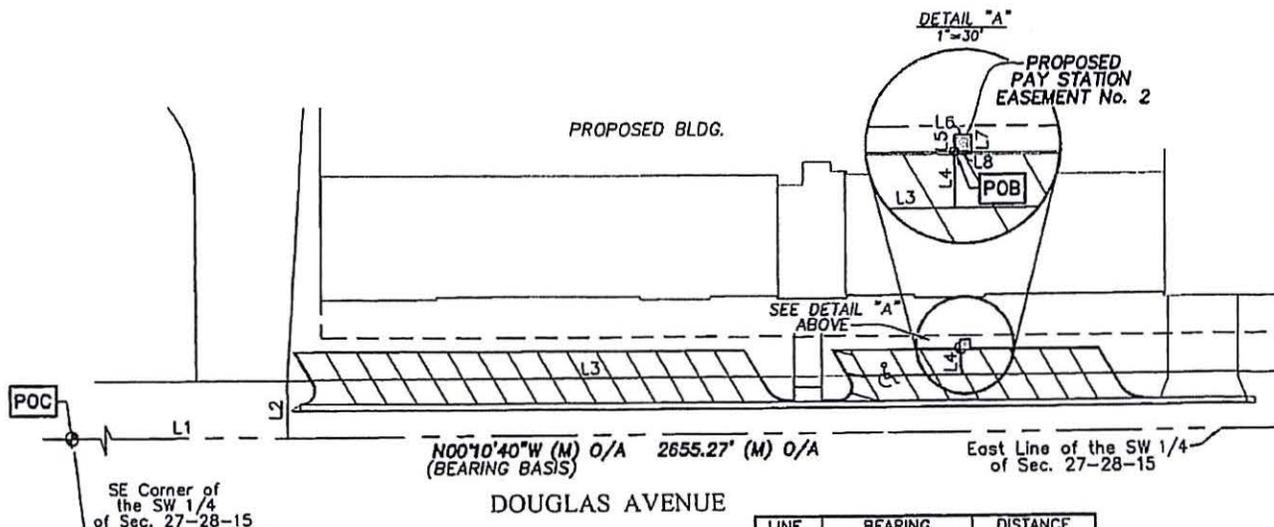
SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

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SCALE: 1"=60'



LINE	BEARING	DISTANCE
L1	N 00°10'40" W	489.46'
L2	S 89°49'20" W	20.00'
L3	N 00°10'40" W	234.41'
L4	S 89°49'20" W	9.35'
L5	N 90°00'00" W	3.00'
L6	N 00°00'00" E	3.00'
L7	N 90°00'00" E	3.00'
L8	S 00°00'00" E	3.00'

PROPERTY DESCRIPTION: ARTISAN APARTMENT HOMES PROPOSED PAY STATION EASEMENT No.2

A parcel of land lying within the Southwest 1/4 of Section 27, Township 28 South, Range 15 East, City of Dunedin, Pinellas County, Florida and being a portion of Lot 1, Block 18 as shown on the plat of WALTON AND NAUCK'S SURVEY OF DUNEDIN, FLORIDA as recorded in Plat Book 1, on Page 23 of the Public Records of Hillsborough County, Florida (of which Pinellas County was formerly a part) and being further described as follows:

Commence at the Southeast Corner of the Southwest 1/4 of said Section 27, thence N00°10'40"W along the East line of said Southwest 1/4, also being the Basis of Bearing for this description, for 489.46 feet; thence S89°49'20"W, for 20.00 feet to the Southeast corner of said Lot 1, Block 18 also being a point on the westerly right-of-way line of Douglas Avenue; thence N00°10'40"W along said right-of-way line, for 234.41 feet; thence leaving said right-of-way line, S89°49'20"W, for 9.35 feet to the POINT OF BEGINNING; thence N90°00'00"W, for 3.00 feet; thence N00°00'00"E, for 3.00; thence N90°00'00"E, for 3.00; thence S00°00'00"E, for 3.00 feet to the POINT OF BEGINNING and containing 9.0 square feet more or less.

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PG 1 OF 1

DATE	CALCULATED	DRAWN	CHECKED
7/14/16	MSL	JVE	MSL

**ARTISAN APARTMENT HOMES
 PAY STATION EASEMENT No. 2**

I hereby certify that this sketch and description meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61 G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Sketch and Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and mapper.

Mark S. Lischak
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA



ZARRA BOYD, INC.

Land Surveying and Mapping
 1480 Beltrees, Dunedin, Florida 34698
 (727)738-9010 Fax:(727)733-0083

LB 6472

RIGHT OF WAY USE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2016, between the City of Dunedin, Florida, a municipal corporation ("City" or "Grantor") of 542 Main Street, Dunedin, Florida 34698 and 203 N. Marion Street, LLC of 202 E. Center Street, Tarpon Springs, Florida 34689 ("Grantee").

WITNESSETH:

WHEREAS, Grantee is developing the properties known as 940 and 966 Douglas Avenue, Dunedin, Florida into apartment homes, retail space and a parking garage; and

WHEREAS, Grantee wishes to install 23 angled parking spaces on Douglas Avenue in front of the proposed retail space; and

WHEREAS, the proposed angled parking is located partially in the City's right-of-way and partially on the Grantee's property; and

WHEREAS, Grantee estimates the cost to design and construct the parking spaces to be approximately \$100,000.00; and

WHEREAS, the Grantee has estimated that undergrounding the utilities adjacent to 940 and 966 Douglas Avenue to be approximately \$85,000.00; and

WHEREAS, Grantee agrees to grant an easement ("Easement") to the City for that portion of property ("Easement Area") adjacent to the City's right-of-way needed to construct the angled parking and install parking pay stations; and

WHEREAS, the City will contribute \$60,000.00 to the design and construction costs of the angled parking upon completion, inspection and approval by the City; and

WHEREAS, the Grantee shall maintain the landscaping in Easement Area and the City shall maintain the parking spaces in both the Easement Area and the right-of-way; and

WHEREAS, the Grantee's proposed improvements within the right-of-way are subject to the Department of Public Works & Utilities design criteria and inspection requirements, prior to acceptance of the work by the City; and

WHEREAS, the City Commission finds that the proposed angled parking is important for the viability and success of the Downtown Core; and

WHEREAS, use of the public right-of-way requires a right-of-way use agreement; and

WHEREAS, the City and the Grantee, for a mutual consideration, desire to enter into this right-of-way use agreement; and

WHEREAS, Grantee has requested the City to permit the Grantee to use the right-of-way depicted and described in the attached Exhibit "A" (hereinafter referred to as the "Property"); and

WHEREAS, the City has the power to grant a revocable license for the use of the City rights-of-way; and;

WHEREAS, the license granted hereunder is granted pursuant to the general legislative, administrative and proprietary powers of the City; and

WHEREAS, the license granted hereunder is subject to all applicable provisions of the City of Dunedin Code of Ordinances, as amended from time-to-time, and, in the event of any conflict between this right-of-way use agreement, the provisions of the City of Dunedin Code of Ordinances will prevail to the extent of such conflict; and

WHEREAS, the City is willing to allow the use of the Property for parking spaces and for no other use or purpose.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, it is agreed as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference.

2. Grant of Use.

a. The City does hereby grant to the Grantee, and the Grantee does hereby accept from the City, a revocable license for the use of the Property for parking spaces for the Grantee, the Grantee's invitees and guests and the general public subject to Grantee granting an easement to the City for that portion of the angled parking and parking pay stations needed to construct the parking. Grantee acknowledges that Grantee, under Florida law, acquires no prescriptive rights or other property rights or claims by virtue of this license.

b. This license shall continue until a written notification of its termination by the City to the Grantee.

(i) Upon termination of this license, the City shall relinquish the Easement granted to it by Grantee pursuant to the recorded Easement and said Easement shall also simultaneously terminate.

(ii) This license is revocable with or without cause or reasonableness at the will and at the sole discretion of the City Commission of the City of Dunedin. The Grantee shall have no procedural due process rights or claims arising from the procedure used to revoke this license from the City and the Grantee does hereby specifically waive any claim or right arising from such termination procedure, except that Grantee, or its successor in interest, shall be given reasonable notice regarding any meetings or notice at which termination is to be discussed by the City Commission. The issuance of this license in no way grants the Grantee or its successors any right to the continuation of this license. The revocable license shall be revoked only upon a vote of the City Commission authorizing such revocation.

(iii) Regardless of any investment made in the property by the Grantee, the Grantee shall have no right or claim for damages arising from the termination of

this license, regardless of the amount of investment by the Grantee and the duration of use of the Property by the Grantee. No representations or predictions made by the City or any of its officers, employees, charter officials or agents shall give any right of use or any right of damages for losses sustained by the Grantee because of the revocation of this license.

(iv) Upon termination of this Agreement, the City shall have the right to remove the angled parking spaces at its cost.

(v) In the event of revocation of the license granted herein as aforesaid Grantee's use of the property at 940 and 946 Douglas Avenue shall be unaffected notwithstanding any non-conformity resulting from the loss of the angled parking in the Easement Area. Such continued use shall be deemed a permitted non-conforming use until such time as the use of the property changes or Grantee, its successor and/or assigns seek to substantially alter the improvements thereon,

3. Compliance with Code.

a. The Grantee's development shall comply with all applicable building codes, zoning provisions, all applicable Florida Statutes, Administrative Code provisions and other State, Federal or Local laws and Ordinances, as well as the Americans with Disabilities Act.

b. In the event the Dunedin Comprehensive Zoning and Land Development Code is amended in the future, then any such amendments which affect any of the definitions, rules, regulations, laws, ordinances or requirements dealing with use of the City's right-of-way shall be deemed to be incorporated herein and the Grantee agrees to be bound by any such future, incorporated amendments.

4. No Obstruction of Visibility. No obstruction of the visibility triangle required by Chapter 105 of the City's Land Development Code shall be allowed.

5. Contribution for Design and Construction Costs. The City, upon completion of the construction, installation, inspection and its approval of the angled parking by Grantee, shall be obligated to contribute Sixty Thousand Dollars (\$60,000.00) to Grantee.

6. Waiver of Right to Compensation for Condemnation. In the event the City, the State of Florida or any other governmental agency determines that the Property which is the subject matter of this Agreement is needed for use by the City, State of Florida or any other governmental agency, then Grantee hereby agrees to waive any right to compensation it may have related to Grantee's use of the right-of-way.

7. Attorneys' Fees. In the event the City employs an attorney to enforce any of the conditions of this Agreement, or to enforce any of the Grantee's covenants hereunder, or to enforce any of the City's rights, remedies, privileges or options, at law or in equity, the City shall be entitled to reimbursement from the Grantee of all costs and expenses incurred or paid by City in so doing, including without limitation, all attorneys' and paralegal fees and costs whether the matter is settled privately, by arbitration, or by legal action at the trial court level and at any and all appellate Court levels in all matters of collection and enforcement, construction and interpretation before, during and after suit, trial post-trial and all appellate proceedings, as well as any appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

8. Severability. Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

9. No Violation of Prior Agreements. The Grantee represents to the City that execution and delivery of this Agreement by the Grantee will not violate any provisions of organization of the Grantee, including, without limitation, Articles of Incorporation, Bylaws,

Certificate of Partnership or any partnership agreement of the Grantee, or any provision in any agreement, mortgage, lease lien, judgment, debt, decree or other instrument to or by which the Grantee is a party or is bound.

10. Notices All notices, requests, demands, deliveries and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, or when mailed, registered or certified first class postage pre-paid, set forth below:

If to the City:

City of Dunedin
542 Main Street
Dunedin, FL 34898
Attn: City Manager

If to the Grantee:

203 N. Marion Street, LLC
202 E. Center Street
Tarpon Springs, FL 34689
Attn: Joseph J. Kokolakis, Manager

With a copy to:

TRASK DAIGNEAULT, LLP
Harbor Oaks Professional Center
1001 South Fort Harrison Avenue,
Suite 201
Clearwater, FL 33756
Attn: Thomas J. Trask, City Attorney

11. Headings. The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein, if any, to paragraphs, articles or sections are to the paragraphs, articles or sections of this Agreement. All references herein to Exhibits, if any are to the Exhibits attached hereto, each of which shall be Incorporated into and deemed to be a part of this Agreement.

12. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

13. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14. Governing Law, Jurisdiction. This Agreement is made in Dunedin, Florida, and shall be governed by the laws of the State of Florida. Venue for any action brought in state courts shall be in Pinellas County, Clearwater Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division.

15. No Third Party Beneficiary Rights. This Agreement shall create no rights or claims whatsoever in any person other than a party hereto.

16. Entire Agreement, Modification, No Waiver. This Agreement supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire Agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

17. Public Records Law. All documents created pursuant to this Agreement are public records and the Grantee agrees to abide by the Florida law governing public records with regard to this Agreement.

18. Assignment. This Agreement may not be assigned by either party except with the prior written consent of the other party.

19. Authority to Act. Each party to this Agreement represents and warrants to the other party that all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

20. Recording. This right-of-way use agreement shall not be recorded in the Public Records of Pinellas County, Florida by the Grantee and any recordation by the Grantee, or its successors or assigns, shall operate as an immediate revocation of the same. In the event that the City chooses to record this right-of-way use agreement, a subsequent document stating that such right-of-way use agreement has been revoked by the City Commission of the City of Dunedin shall be sufficient to give notice of such revocation.

21. Taxes. If, because of Grantee's use of Property, the Property shall become subject to the payment of ad valorem taxes, or for any other tax, license or fee of any kind or nature whatsoever, including sales taxes and intangible taxes, then, and in that event, the Grantee shall pay the City the amount of any ad valorem taxes levied on said property or any part thereof, or any other cost or fee, which are billed to the City by Pinellas County or to the Grantee by Pinellas County, said payment to be made within fifteen days of the City sending to the Grantee a copy of the tax bill or other bill or charge in a demand for payment. Any amount of taxes or other fees due from the Grantee to the City under this right-of-way use agreement, which is not paid when due, shall bear interest at the rate of 18% per annum from the date due until paid, together with a late charge in the amount of

\$150.00 and any attorney's fees and other costs expended by the City involving collecting such delinquency, provided that such interest, late charges and attorney's fees and costs shall be automatically reduced by such amount is necessary to cause such charges to be in compliance with usury laws.

[remainder of page intentionally blank]

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

CITY OF DUNEDIN, a municipal corporation of the State of Florida

WITNESSES:

Julie Ward Bujalski, Mayor

Print Name: _____

Print Name: _____

ATTEST:

Denise Kirkpatrick, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney, B.C.S.

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Julie Ward Bujalski, Mayor of the City of Dunedin who _____ is personally known to me or _____ has produced a _____ driver's license or _____ as identification.

Notary Public
My Commission Expires:

203 N. MARION STREET, LLC, a Florida
limited liability company

WITNESSES:

Jennifer Buchanan

Print Name: Jennifer Buchanan

Androm Saor

Print Name: Androm Saor

Joseph J. Kokolakis, Manager

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 19 day of July 2016, by Joseph J. Kokolakis, Manager, Manager of 203 N. Marion Street, LLC, who is personally known to me or has produced a driver's license or as identification.



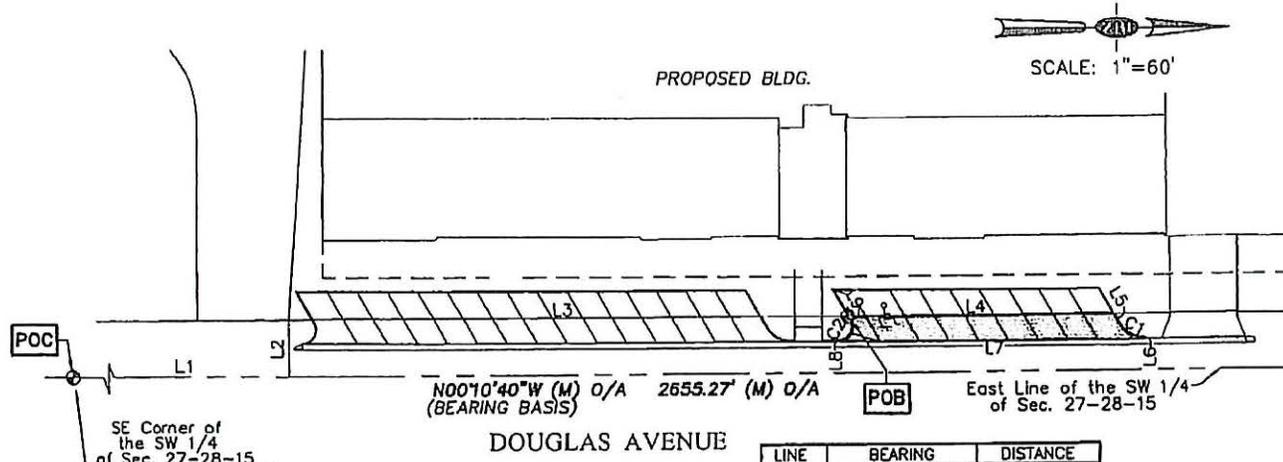
MACHELL L. BAETENS
MY COMMISSION # FF 978917
EXPIRES: April 7, 2020
Bonded Thru Budget Notary Services

M. L. Baetens
Notary Public
My Commission Expires:

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

THIS IS NOT A SURVEY!

THE SOURCE OF THIS DESCRIPTION IS AS FOLLOWS: PREPARED BY THIS FIRM BASED UPON PLANS PREPARED BY VICKSTROM ENGINEERING SERVICES, INC. BEARINGS ARE BASED UPON: THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 27-28-15 BEING N00°10'40"W.



LINE	BEARING	DISTANCE
L1	N 00°10'40" W	489.46'
L2	S 89°49'20" W	20.00'
L3	N 00°10'40" W	194.88'
L4	N 00°10'40" W	93.36'
L5	N 60°00'00" E	4.21'
L6	N 89°50'59" E	0.50'
L7	S 00°07'28" E	106.68'
L8	S 89°47'01" W	0.50'
L9	S 60°00'00" W	1.84'

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	9.50'	60°09'01"	9.97'	9.52'	N 29°55'30" E
C2	4.50'	119°47'01"	9.41'	7.79'	N 60°06'29" W

PROPERTY DESCRIPTION: ARTISAN APARTMENT HOMES PROPOSED PARKING LOT EASEMENT No.4

A parcel of land lying within the Southwest 1/4 of Section 27, Township 28 South, Range 15 East, City of Dunedin, Pinellas County, Florida, and being a portion of Douglas Avenue and also being further described as follows:

Commence at the Southeast Corner of the Southwest 1/4 of said Section 27, thence N00°10'40"W along the East line of said Southwest 1/4, also being the Basis of Bearing for this description, for 489.46 feet; thence S89°49'20"W, for 20.00 feet to the Southeast corner of Lot 1, Block 18 as shown on the plat of WALTON AND NAUCK'S SURVEY OF DUNEDIN, FLORIDA as recorded in Plat Book 1, on Page 23 of the Public Records of Hillsborough County, Florida (of which Pinellas County was formerly a part) and also being a point on the westerly right-of-way line of Douglas Avenue; thence N00°10'40"W along said right-of-way line, for 194.88 feet to the POINT OF BEGINNING; thence continuing along said right-of-way line, N00°10'40"W, for 93.36 feet; thence leaving said right-of-way line, N60°00'00"E, for 4.21 feet to a point of curve concave to the northwest; thence northeasterly along the arc of said curve, having a radius of 9.50 feet, a central angle of 60°09'01", an arc length of 9.97 feet and a chord bearing N29°55'30"E, for 9.52 feet; thence N89°50'59"E, for 0.50 feet; thence S00°07'28"E, for 106.68 feet; thence S89°47'01"W, for 0.50 feet to a point of curve concave to the southwest; thence northwesterly along the arc of said curve, having a radius of 4.50 feet, a central angle of 119°47'01", an arc length of 9.41 feet and a chord bearing N60°06'29"W, for 7.79 feet; thence S60°00'00"W, for 1.84 feet to the POINT OF BEGINNING and containing 854.6 square feet and 0.02 acres more or less.

Δ=DELTA / CENTRAL ANGLE R=RADIUS
 A=ARC R/W = RIGHT OF WAY
 C=CHORD POC = POINT OF COMMENCEMENT
 CB=CHORD BEARING POB = POINT OF BEGINNING

JOB NO. 10991J.7 THIS IS NOT A SURVEY

DATE	CALCULATED	DRAWN	CHECKED
7/14/16	MSL	JVE	MSL

**ARTISAN APARTMENT HOMES
 PROPOSED PARKING LOT EASEMENT No. 4**

I hereby certify that this sketch and description meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61 G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Sketch and Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor or Mapper.

Mark S. Lischak
 PROFESSIONAL LAND SURVEYOR # 5727
 STATE OF FLORIDA

ZARRA BOYD, INC.

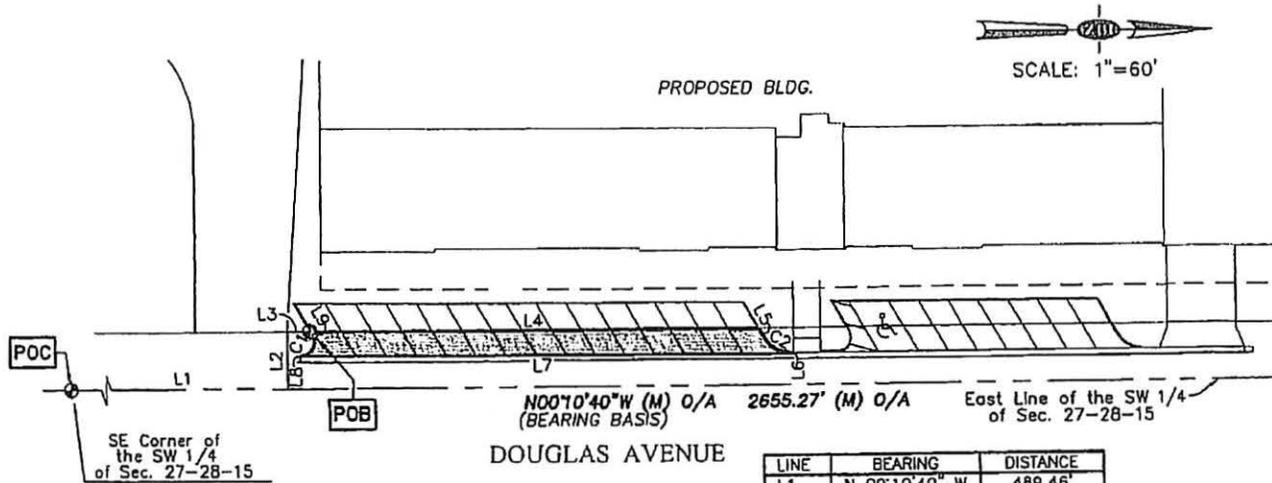
Land Surveying and Mapping
 1480 Beltrees, Dunedin, Florida 34698
 (727)738-9010 Fax: (727)733-0083

LB 6472

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

THIS IS NOT A SURVEY!

THE SOURCE OF THIS DESCRIPTION IS AS FOLLOWS: PREPARED BY THIS FIRM BASED UPON PLANS PREPARED BY VICKSTROM ENGINEERING SERVICES, INC. BEARINGS ARE BASED UPON: THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 27-28-15 BEING N00°10'40"W.



LINE	BEARING	DISTANCE
L1	N 00°10'40" W	489.46'
L2	S 89°49'20" W	20.00'
L3	N 00°10'40" W	7.79'
L4	N 00°10'40" W	156.76'
L5	N 60°00'00" E	4.11'
L6	N 89°49'05" E	0.50'
L7	S 00°05'49" E	170.23'
L8	N 89°31'21" W	0.50'
L9	S 60°00'00" W	1.57'

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	9.50'	60°10'55"	9.98'	9.53'	N 29°54'33" E
C2	4.50'	120°29'03"	9.46'	7.81'	N 59°45'28" W

PROPERTY DESCRIPTION: ARTISAN APARTMENT HOMES PROPOSED PARKING LOT EASEMENT No.2

A parcel of land lying within the Southwest 1/4 of Section 27, Township 28 South, Range 15 East, City of Dunedin, Pinellas County, Florida, and being a portion of Douglas Avenue and also being further described as follows:

Commence at the Southeast Corner of the Southwest 1/4 of said Section 27, thence N00°10'40"W along the East line of said Southwest 1/4, also being the Basis of Bearing for this description, for 489.46 feet; thence S89°49'20"W, for 20.00 feet to the Southeast corner of Lot 1, Block 18 as shown on the plat of WALTON AND NAUCK'S SURVEY OF DUNEDIN, FLORIDA as recorded in Plat Book 1, on Page 23 of the Public Records of Hillsborough County, Florida (of which Pinellas County was formerly a part) and also being a point on the westerly right-of-way line of Douglas Avenue; thence N00°10'40"W along said right-of-way line, for 7.79 feet to the POINT OF BEGINNING; thence continuing along said right-of-way line, N00°10'40"W, for 156.76 feet; thence leaving said right-of-way line, N60°00'00"E, for 4.11 feet to a point of curve concave to the northwest; thence northeasterly along the arc of said curve, having a radius of 9.50 feet, a central angle of 60°10'55", an arc length of 9.98 feet and a chord bearing N29°54'33"E, for 9.53 feet; thence N89°49'05"E, for 0.50 feet; thence S00°05'49"E, for 170.23 feet; thence N89°31'21"W, for 0.50 feet to a point of curve concave to the southwest; thence northwesterly along the arc of said curve, having a radius of 4.50 feet, a central angle of 120°29'03", an arc length of 9.46 feet and a chord bearing N59°45'28"W, for 7.81 feet; thence S60°00'00"W, for 1.57 feet to the POINT OF BEGINNING and containing 1,393.1 square feet and 0.03 acres more or less.

Δ=DELTA / CENTRAL ANGLE R=RADIUS
 A=ARC R/W = RIGHT OF WAY
 C=CHORD POC = POINT OF COMMENCEMENT
 CB=CHORD BEARING POB = POINT OF BEGINNING

JOB NO. 10991J.7 THIS IS NOT A SURVEY

PG 1 OF 1

DATE	CALCULATED	DRAWN	CHECKED
7/14/16	MSL	JVE	MSL

**ARTISAN APARTMENT HOMES
 PROPOSED PARKING LOT EASEMENT No. 2**

I hereby certify that this sketch meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61 G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Sketch and Description not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

Mark S. Lischak
 PROFESSIONAL LAND SURVEYOR - 5727
 STATE OF FLORIDA



ZARRA BOYD, INC.

Land Surveying and Mapping
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 (727)738-9010 Fax: (727)733-0083

LB 6472