

December 10, 2024

Subject: Beach Renourishment Easement

Dear Property Owner:

The Sand Key project along Indian Rocks Beach, Indian Shores and Redington Shores was last fully nourished in 2012. In 2018 a partial nourishment was completed but with gaps through your communities because many residents were unwilling to sign the Army Corps public access and use easement. As many of you know there was little to no beach prior to the first nourishments in the early 1990's. The key to having successful beach projects is to have a constant supply of new sand through nourishments to the beach. Successive nourishments every 6 years had built up a wide beach prior to the disruption in nourishment and the effects of the last few storm seasons. The County has worked to find a solution with the Army Corps to continue nourishing the beach but to date our efforts have been unsuccessful.

These last two storm seasons have caused significant damages to our beaches and the surrounding communities. While we continue to work with the Army Corps, the County is designing and seeking an emergency permit for a County lead project to nourish the full project template in case no other option prevails. This permit will likely have a very small window of construction so to be ready for this project we are seeking easements from property owners that did not sign previously. The permitting process is moving quickly and once we are ready to go to bid areas that are not constructible due to a lack of easements will be removed from the project. If you are not sure if an easement has been signed, you can check here: <https://pinellas.gov/coastal-management-easements/>. This easement is different from what was requested before so please read it carefully. This easement doesn't include public access and use; it is just for the construction and maintenance of the beach nourishment and dune. If you are not interested in having a dune restored or constructed in conjunction with the nourishment, please contact us immediately and we can provide you with an alternate easement, the other terms are non-negotiable. This will likely be our final attempt to obtain an easement, future projects will focus on areas where we have a constructible project.

The granting of this easement is voluntary on your part; however, without your easement, nourishment of your property and possibly the surrounding area, may not move forward. If the County does not receive enough easements, it could put large areas of beach that were previously nourished in jeopardy. Knowing the critically important storm protection, environmental, and economic benefits of beach nourishment, please sign your easement and encourage your local government and other property owners in your community to support the project and to grant easements so the project can proceed. Please see the attached instruction sheet for directions on filling out the easement.

Sincerely,

John Bishop, Ph.D.
Coastal Management Coordinator
Public Works
Environmental Management Division

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.

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

Project: Post-Idalia Emergency Shore
Stabilization Project
Property Address:

Prepared by and return to:
Real Property Division
509 East Avenue South
Clearwater, FL 33756

**TEMPORARY CONSTRUCTION
EASEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT is granted this _____ day of _____, 2024, by _____, address is: _____ ("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.

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 19005 Pages 338 thru 344, Public Records of Pinellas County, Florida, to access, remove and/or

Date Fields

Step #2 (Signature Page) – The Easement is required to be notarized and signed by the property owner in the presence of two witnesses. The witnesses will also need to sign, print their names, and include their addresses.

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 st Witness _____	Signature of Grantor _____
Print Name of 1 st Witness _____	Print Name of Grantor _____
Address of 1 st Witness _____	Title of Grantor _____
Signature of 2 nd Witness _____	
Print Name of 2 nd Witness _____	
Address of 2 nd Witness _____	

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this _____ day of _____, 20____, by _____ (name of signor) (type of authority, e.g. officer, notary, attorney in fact) for _____ (name of party on behalf of whom instrument was executed) (OID #): _____ (Notary of Pinellas Public, State of Florida) (Date, Type, or Stamp (Consistent with Florida Statute))

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

Owner

Witness 1

Witness 2

Notary Public

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

***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 BEACH STORM DAMAGE REDUCTION EASEMENT made this ____ day of 20__, by _____, whose address is _____ (“GRANTOR”) hereby grants to PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 (“GRANTEE”).

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 GRANTEE, its representatives, agents, and contractors.

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:
 - To construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace beaches and dune systems;
 - To undertake other erosion control and storm damage reduction measures together with appurtenances thereto, including but not limited to deposit sand;
 - To accomplish any alterations of contours on said land;
 - To construct beach berms and dunes and to plant vegetation thereupon;
 - To nourish and renourish public beaches and dune systems periodically;
 - To move, store, and remove equipment and supplies associated with the construction;
 - To erect and remove temporary structures during the construction process;

- To erect, maintain, and remove silt screens and sand fences during construction activities;
 - To facilitate preservation of dunes and vegetation through the limitation of access to dune areas;
 - 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 1st Witness

Signature of Grantor

Print Name of 1st Witness

Print Name of Grantor

Address of 1st Witness

Title of Grantor

Signature of 2nd Witness

Print Name of 2nd Witness

Address of 2nd Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or []

online notarization this _____ day of _____, _____, by _____ as
(numeric date) (month) (year) (name of signer)

_____ for _____
(type of authority, e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

(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: _____