

Prepared by and after recording return to:

Herbert W. A. Thiele, Esq.
Leon County Attorneys Office
Leon County Courthouse
301 S. Monroe St., Suite 202
Tallahassee, Florida 32301

Parcel ID: 11-27-20-851-10000

**PERPETUAL JOINT-USE EASEMENT AND MAINTENANCE AGREEMENT
FOR CONSTRUCTION, MAINTENANCE, AND PARKING ASSOCIATED WITH
THE PUBLIC SAFETY COMPLEX**

THIS PERPETUAL EASEMENT AND MAINTENANCE AGREEMENT (the or this "Agreement") is made and entered into the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose post office address is 301 South Monroe Street, Room 201, Tallahassee, Florida 32301, hereinafter referred to as "County" or "Grantor," and **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, and **CITY OF TALLAHASSEE**, a Florida municipal corporation, whose post office address is 300 South Adams Street, Tallahassee, Florida 32301, hereinafter referred to as the "City", as tenants in common. The City and the County, in their capacity as tenants in common, are hereinafter collectively referred to as "Grantee."

WITNESSETH:

WHEREAS, the County and the City are parties to a Memorandum of Agreement dated January 9, 2009 (the "MOA") relating to the joint design and construction of a certain multi-use, public safety services building (hereinafter referred to as the "Facility"); and

WHEREAS, the County, by virtue of the County Deed dated August 6, 2009 and recorded at Book 4022, Page 665, Official Records of Leon County, conveyed to the City and the County, as tenants in common, an approximate eight-acre portion of County-owned land within Tom Brown Park intended for the joint construction of the Facility (hereinafter referred to as the "Facility Site"); and

WHEREAS, adjoining the northerly boundary of the Facility Site is a portion of the County's Tom Brown Park property which is subject to a power line easement acquired by the City by virtue of the Corrective Deed of Easement dated July 31, 2001 and recorded at Book 2559, Page 1695, Official Records of Leon County (hereinafter referred to as the "Power Line Easement"); and

WHEREAS, the County and the City acknowledge and agree that the preferred design of the Facility will make it necessary that a portion of the parking lot and other such incidental site improvements for the Facility be constructed and maintained outside the boundaries of the Facility Site and extended into the Power Line Easement; and

WHEREAS, the County and the City wish to accommodate the preferred design, the construction, and maintenance of portions of the Facility on lands adjoining the Facility Site.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained and to be observed and performed by each of the parties hereto, each of the parties hereto covenants and agrees as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

2. Perpetual Joint-Use Easement for Construction, Maintenance, and Parking. The Grantor hereby grants and conveys to the Grantee a perpetual, non-exclusive easement over, across, through and under the 2.75 acres +/- of real property described on **Exhibit "A"** attached hereto, and by this reference incorporated herein (the "Joint-Use Easement"). The Joint-Use Easement expressly permits the following:

(a) Construction and maintenance of improvements associated with the Facility in accordance with applicable laws, rules and regulations;

(b) Vehicular parking associated with the Facility in accordance with applicable laws, rules and regulations; and

(c) Ingress and egress to the extent necessary for the intended uses of the Joint-Use Easement.

3. Power Line Easement Superior to Joint-Use Easement. The County and the City acknowledge and agree that the Grantee's use of the Joint-Use Easement shall be subject and subordinate to the City's rights associated with the Power Line Easement.

4. No Merger. The County and the City acknowledge and agree that it is the parties' intent that there be no merger of the County's interest in the Joint-Use Easement with the County's fee simple interest in the underlying land, nor shall there be a merger of the City's interest in the Joint-Use Easement with the City's interest in the Power Line Easement. It is the parties' intent that there shall be no merger of any of these aforesaid real property interests, and that such interests shall all exist separate and apart from each other.

5. Representations and Warranties of the County. The County represents and warrants to the Grantee as follows:

(a) The County is the owner of the land underlying the Joint-Use Easement free and clear of all liens and, with the exception of the Power Line Easement, there are no encumbrances on said land that would hinder, impede or prevent the Grantee from exercising the rights granted to it in this Agreement;

(b) The County has the lawful right and authority to enter into this Agreement and to convey to the Grantee the Joint-Use Easement and all other rights as provided herein; and

(c) The granting of the rights provided in this Agreement to the Grantee shall not and does not constitute a violation or breach of any agreement or other instrument to which the County is a party or to which the County may be subject to although not a party.

6. Representations and Warranties of the Grantee. The Grantee represents and warrants to the County that it has the lawful right and authority to enter into this Agreement.

7. Beneficiaries of Agreement. This Agreement is made for the exclusive benefit of, and shall be binding upon, the parties hereto, their respective legal representatives, heirs, successors, successors-in-title, transferees and assigns, but not for any third party beneficiaries.

8. Running With Land. The Joint-Use Easement shall run with the land as a benefit to the Facility Site and as a burden to the underlying property owned by the County, and shall pass with the conveyance of all or any portion of such underlying property, whether specifically referred to or not, and with any conveyance of the Facility Site by the County and the City.

9. Counterparts. This Agreement may be signed in multiple counterparts, but each such counterpart shall constitute but one original.

10. Amendment. This Agreement may be modified, amended or terminated only by an instrument signed by all of the parties hereto.

11. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforced to the full extent permitted by law.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

12. General Provisions. This Agreement contains the entire agreement of the parties hereto. Time is of the essence of this Agreement. The headings inserted at the beginning of each paragraph or section are for convenience only and do not add to or subtract from the meaning of the contents of each paragraph or section. The venue for any litigation involving this Agreement shall be in Leon County, Florida.

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

LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE,
FLORIDA

By: _____

By: _____

JOHN DAILEY, Chairman
Board of County Commissioners

JOHN R. MARKS, III
Mayor

ATTESTED TO:

ATTESTED TO:

By: _____

By: _____

ROBERT B. INZER
Clerk, Leon County, Florida

GARY HERNDON,
City Treasurer-Clerk

APPROVED AS TO FORM:

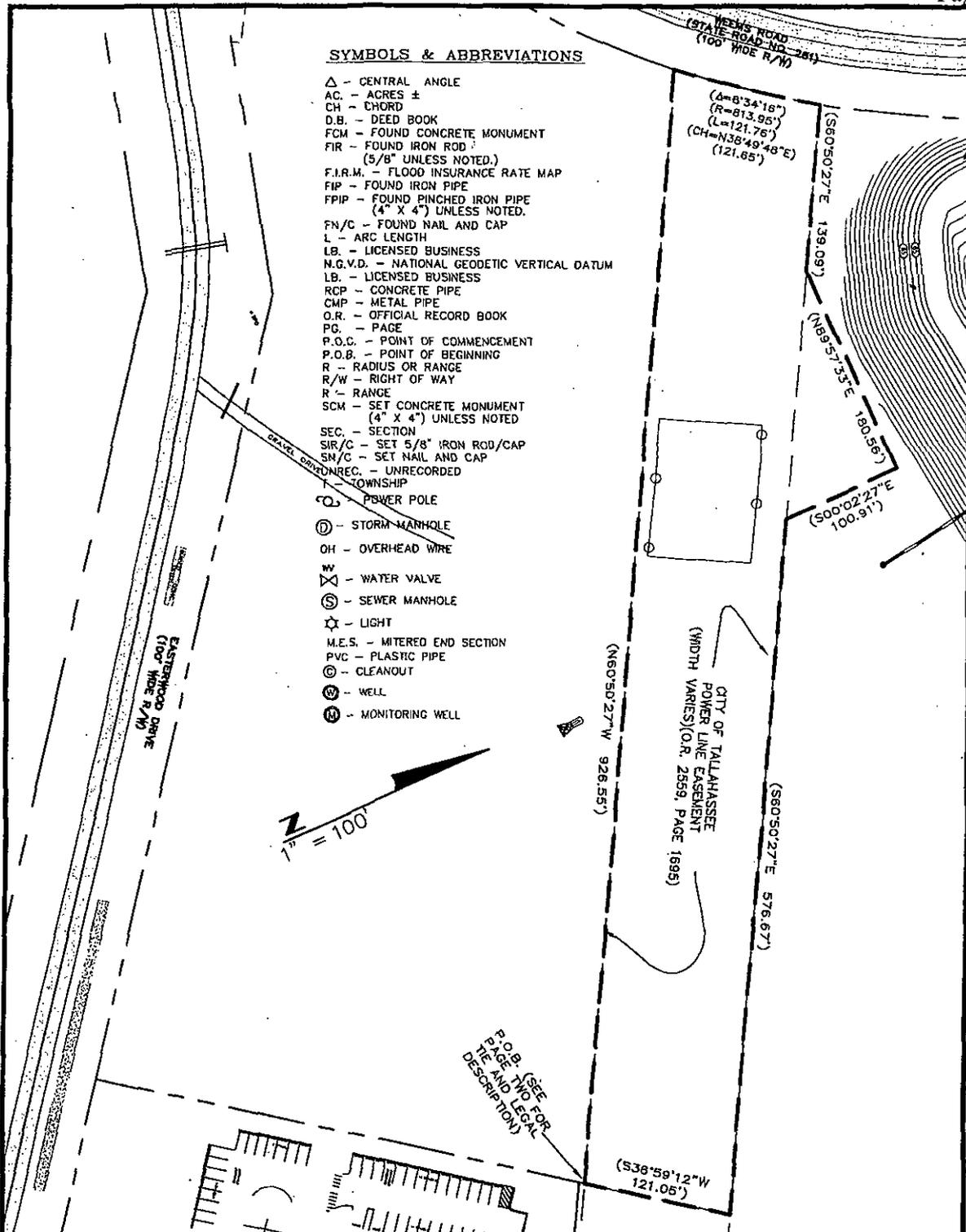
APPROVED AS TO FORM:

By: _____

By: _____

HERBERT W. A. THIELE, Esq.
County Attorney

JAMES R. ENGLISH
City Attorney



SYMBOLS & ABBREVIATIONS

- △ - CENTRAL ANGLE
- AC. - ACRES ±
- CH - CHORD
- D.B. - DEED BOOK
- FCM - FOUND CONCRETE MONUMENT
- FIR - FOUND IRON ROD (5/8" UNLESS NOTED.)
- F.I.R.M. - FLOOD INSURANCE RATE MAP
- FIP - FOUND IRON PIPE
- FPIP - FOUND PINCHED IRON PIPE (4" X 4") UNLESS NOTED.
- FN/C - FOUND NAIL AND CAP
- L - ARC LENGTH
- LB. - LICENSED BUSINESS
- N.G.V.D. - NATIONAL GEODETIC VERTICAL DATUM
- LB. - LICENSED BUSINESS
- RCP - CONCRETE PIPE
- CMP - METAL PIPE
- O.R. - OFFICIAL RECORD BOOK
- PG. - PAGE
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- R - RADIUS OR RANGE
- R/W - RIGHT OF WAY
- R' - RANGE
- SCM - SET CONCRETE MONUMENT (4" X 4") UNLESS NOTED
- SEC. - SECTION
- SIR/C - SET 5/8" IRON ROD/CAP
- SN/C - SET NAIL AND CAP
- UNREC. - UNRECORDED
- T - TOWNSHIP
- - POWER POLE
- ⊙ - STORM MANHOLE
- OH - OVERHEAD WIRE
- W - WATER VALVE
- ⊙ - SEWER MANHOLE
- ☆ - LIGHT
- M.E.S. - MITERED END SECTION
- PVC - PLASTIC PIPE
- ⊙ - CLEANOUT
- ⊙ - WELL
- ⊙ - MONITORING WELL

NOTES:

I HEREBY CERTIFY THAT THIS SKETCH WAS PERFORMED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THE PLAT AND DESCRIPTION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SKETCH MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (F.A.C. 81G17-8).

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE OTHER DEEDS, EASEMENTS, ETC., RECORDED OR UNRECORDED, THAT MAY AFFECT THE BOUNDARIES.
3. RECORD, DEED, AND COMPUTED MEASUREMENTS ARE SHOWN IN PARENTHESIS
4. THE TIE FROM THE P.O.C. TO THE P.O.B. IS NOT TO SCALE.
5. SEE PAGE 2 OF 2 FOR TIE AND LEGAL DESCRIPTION.

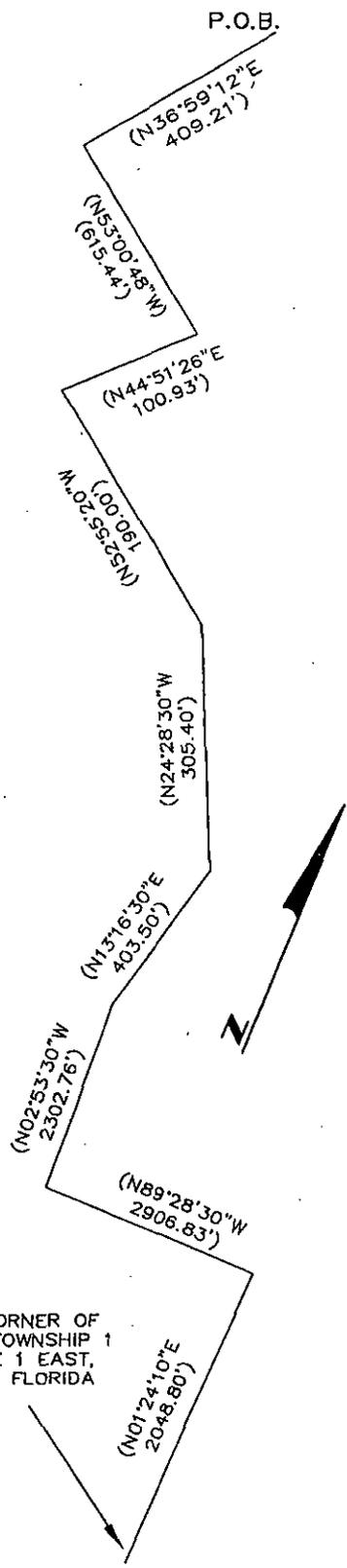
Alan D. Platt 08/17/10
ALAN D. PLATT, P.M.S. #4664 DATE SKETCHED
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PAGE 1 OF 2

DRAWING: 9862-SP	SKETCH OF LEGAL DESCRIPTION OF: PROPOSED EASEMENT IN SECTION 27, T-1-N, R-1-E, LEON COUNTY, FLORIDA	A.D. Platt & ASSOCIATES, INC. 3712 CARRINGTON PLACE, TALLAHASSEE, FL 32303 PHONE: (850) 385-1036 FAX: (850) 385-1108 LICENSED BUSINESS No. 8590	CERTIFIED TO CITY OF TALLAHASSEE CLEMONS, RUTHERFORD & ASSOC., INC.
PROJECT: 9862			

LEGAL DESCRIPTION:

Commence at the Southeast corner of Section 34, Township 1 North, Range 1 East, Leon County, Florida and run thence North 01 degrees 24 minutes 10 seconds East on the East boundary of said Section 34 a distance of 2048.80 feet to an iron pipe, thence run North 89 degrees 28 minutes 30 seconds West 2906.83 feet to a concrete monument, thence run North 2 degrees 53 minutes 30 seconds West 2302.76 feet to a concrete monument, thence run North 13 degrees 16 minutes 30 seconds East 403.50 feet to a concrete monument, thence run North 24 degrees 28 minutes 30 seconds West 305.40 feet to a concrete monument, thence run North 52 degrees 55 minutes 20 seconds West 190 feet to a point on the most southerly corner of a tract as described in Official record Book 947, Page 1831 of the Public Records of Leon County, Florida, thence run North 44 degrees 51 minutes 26 seconds East 100.93 feet along the Southeast boundary of said tract to a point on the Northerly boundary of Easterwood Drive (100' wide), thence run North 53 degrees 00 minutes 48 seconds West a distance of 615.44 feet, thence leaving said Northerly boundary run North 36 degrees 59 minutes 12 seconds East 409.21 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 60 degrees 50 minutes 27 seconds West a distance of 926.55 feet to the Easterly right of way boundary of Weems Road (100' wide), said point being on a curve concave to the northwest, thence run northeasterly along said right of way curve having a radius of 813.95 feet, through a central angle of 08 degrees 34 minutes 16 seconds for an arc distance of 121.76 feet (the chord of said arc bears North 38 degrees 49 minutes 48 seconds East for a distance of 121.65 feet), thence leaving said Easterly boundary run South 60 degrees 50 minutes 27 seconds East a distance of 139.09 feet, thence run North 89 degrees 57 minutes 33 seconds East a distance of 180.56 feet, thence run South 00 degrees 02 minutes 27 seconds East a distance of 100.91 feet, thence run South 60 degrees 50 minutes 27 seconds East a distance of 576.67 feet, thence run South 36 degrees 59 minutes 12 seconds West a distance of 121.05 feet to the POINT OF BEGINNING, containing 2.75 acres, more or less.



NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE OTHER DEEDS, EASEMENTS, ETC., RECORDED OR UNRECORDED, THAT MAY AFFECT THE BOUNDARIES.
3. RECORD, DEED, AND COMPUTED MEASUREMENTS ARE SHOWN IN PARENTHESIS
4. THE TIE FROM THE P.O.C. TO THE P.O.B. IS NOT TO SCALE.
5. SEE PAGE 1 OF 2 FOR BOUNDARY SKETCH.

P.O.C.:
SOUTHEAST CORNER OF
SECTION 34, TOWNSHIP 1
NORTH, RANGE 1 EAST,
LEON COUNTY, FLORIDA

I HEREBY CERTIFY THAT THIS SKETCH WAS PERFORMED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THE PLAT AND DESCRIPTION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SKETCH MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (F.S.C. 81G17-6).

Alan D. Platt 08/17/10
ALAN D. PLATT, P.M.S. #4664 DATE SKETCHED
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PAGE 2 OF 2

DRAWING: 8882-SP	SKETCH OF LEGAL DESCRIPTION OF: PROPOSED EASEMENT IN SECTION 27, T-1-N, R-1-E, LEON COUNTY, FLORIDA	 & ASSOCIATES, INC. 3712 CARRINGTON PLACE, TALLAHASSEE, FL. 32303 PHONE: (850) 365-1036 FAX: (850) 365-1108 LICENSED BUSINESS No. 8580	CERTIFIED TO: CITY OF TALLAHASSEE CLEMONS, RUTHERFORD & ASSOC., INC.
PROJECT: 9882			