KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2022186534 06/14/2022 02:20 PM OFF REC BK: 22101 PG: 448-511 DocType:AGM

## ROAD TRANSFER INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY, FLORIDA AND CITY OF LARGO, FLORIDA

## WITNESSETH:

WHEREAS, pursuant to Section 334.03(21), Florida Statutes (2021), right-of-way is defined as "land in which the state, the department, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility;" and

WHEREAS, pursuant to Section 334.03(22), Florida Statutes (2021), "Road" is defined as "a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel and all ferries used in connection therewith;" and

WHEREAS, pursuant to Section 334.03(8), Florida Statutes (2021), the "County Road System" is defined as "all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System;" and

WHEREAS, pursuant to Section 334.03(3), Florida Statutes (2021), the "City Street System" is defined as "all local roads within a municipality, and all collector roads inside that municipality, which are not in the County Road System;" and

WHEREAS, pursuant to Section 335.0415, Florida Statutes (2021), the jurisdiction and responsibility for operation and maintenance of public roads is that which existed on June 10, 1995 and may be transferred by mutual agreement of the COUNTY and the CITY; and

WHEREAS, Section 337.29(3), Florida Statutes (2021), provides that title to roads transferred pursuant to Section 335.0415 shall be in the government entity to which such roads have been transferred upon the recording of a deed or right-of-way map in the public records; and

WHEREAS, the Road Segments (as defined herein) have been regularly maintained by the COUNTY and/or the CITY, jointly or severally, for the immediate past 7 years; and

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the Parties that responsibility for the operation, maintenance, planning, design and construction of the Road Segments be transferred to the CITY and any future improvements thereto will belong to the CITY.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, the Parties hereby agree as follows:

- 1. The above recitals are true and correct and incorporated herein.
- 2. The COUNTY's jurisdiction, rights, interest and title, if any, and control of all segments of Roads listed in Exhibit A and depicted in Composite Exhibit B attached hereto ("Road Segments") are transferred and conveyed to the CITY's City Street System, such transfer to include maintenance responsibilities for stormwater facilities as identified in Section 334.03(22).
- 3. Within 30 days of the execution of this Agreement by both Parties, the COUNTY will file: (a) right-of-way maps which are substantially the same as those attached hereto as Composite Exhibit B; (b) transfer(s) of easement(s) which are substantially the same as those attached hereto as Exhibit C to transfer any recorded easements reflected on Composite Exhibit B as "to be transferred by separate instrument;". In accordance with Section 337.29 (3), Florida Statutes (2021), upon the recording of the right-of-way map, transfer(s) of easement(s), and easement, the CITY accepts all legal rights, responsibilities, and obligations with respect to the Road Segments, including but not limited to the operation, planning, design, construction, improvement, and maintenance of the Road Segments, including stormwater drainage and facilities, within and appurtenant to the rights-of-way transferred herein and the permitting associated therewith. The CITY shall also have the same governmental, corporate, and proprietary powers with relation to the Road Segments as the CITY has with relation to other public roads and rights-of-way within the CITY's City Street System.
- 4. The CITY recognizes that the COUNTY may have utilities located within the Road Segments which are being transferred as part of this Agreement. The Parties recognize that this Agreement does not affect those utilities as they currently exist, but the COUNTY will be subject to the CITY's requirements, including permitting, for subsequent modifications or the relocation of utilities or the placement of additional utilities within the Road Segments.
- 5. As limited by Section 768.28, Florida Statutes (2021), and in accordance with Section 337.29, Florida Statutes (2021), the COUNTY shall remain responsible for any tort liability for any actions arising out of the COUNTY's operation of the Road Segments prior to the recording of the right of way map transferring the Road Segments to the City Street System, and the CITY shall be responsible for any tort liability for any actions arising out of the CITY's maintenance of the Road Segments prior to the effective date of this transfer. Except as otherwise provided herein, the CITY and the COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action that may be brought against either party pursuant to this Agreement. The CITY and the COUNTY shall each individually defend any action or proceedings brought against their respective agencies pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof. Nothing herein is intended to serve as a waiver of any immunity from or limitation of liability that either the CITY or COUNTY are entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing herein shall be construed

as consent by the COUNTY or CITY to be sued by third parties in any matter arising out of this Agreement.

- 6. COUNTY shall provide CITY with a list of all completed, planned and/or unfunded roadway/sidewalk/striping and stormwater drainage projects for the Road Segments and access to all plans, specifications, drawings, and permits for all such projects and approvals, including but not limited to subdivision plans and improvements, if available. COUNTY shall assign to CITY any existing contractor or manufacturer warranties or guarantees for any completed projects for the Road Segments. COUNTY shall facilitate the transfer of operation and maintenance responsibilities to CITY for COUNTY obtained environmental permits obtained from County, State or Federal entities.
- 7. The parties recognize that the Road Segments transferred herein are in need of improvement. Pursuant to Section 163.01(10)(a), Florida Statutes (2021) COUNTY agrees to provide CITY, within ninety (90) days of the execution of this Agreement, with three-hundred-seventy thousand and forty-seven dollars and ninety-six cents (\$370,047.96) to be used exclusively for funding improvement costs consistent with those allowed under Section 212.055(2)(d), Florida Statutes (2021).
- 8. Whenever one of the Parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

## For the COUNTY:

Director of Public Works Department Pinellas County 22211 US Hwy 19, Bldg. 1 Clearwater, FL 33765 (727) 464-8900

## For the CITY:

City Manager City of Largo 201 Highland Avenue Largo, FL 33770

9. CITY and COUNTY agree that this is the entire agreement between the Parties with regard to the transfer of jurisdiction of the Road Segments. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the roadways transferred herein and there are no commitments, agreements or understandings as to the roadways subject to this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the Parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity therewith. Nothing herein shall prevent CITY and COUNTY from transferring additional roadways in the future by amendment to this Agreement or by the execution of separate agreement.

- 10. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 11. The failure of either party to insist upon strict performance of any terms of this Agreement shall not be considered a waiver of any provisions set forth herein and shall not prevent enforcement of this Agreement.
- 12. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any party and any attempt to make such assignment shall be void.
- 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 14. Each of the exhibits attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto.
- 15. This Agreement shall become effective upon the filing with the Clerk of the Circuit Court for Pinellas County as required by Section 163.01, Florida Statutes (2021),
- 16. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any state court action pertaining to this Agreement shall lie solely in the county or circuit courts in and for Pinellas County, Florida and shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division for any federal court action.
- 17. The COUNTY and CITY shall each promptly notify the other of the receipt of any third-party claim involving, or resulting from, either party's jurisdiction, operation, or maintenance of any Road Segments. Both Parties agree to fully cooperate with each other to investigate and resolve any such claims, including but not limited to providing all necessary documents showing ownership, jurisdiction, maintenance and/or operational activities for the Road Segments prior to their transfer pursuant to this Agreement. Any time prior to the recording of the right-of-way map in accordance with Paragraph 3, the CITY or COUNTY may elect to terminate this Agreement by notifying the other party and this Agreement shall be of no further force or effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

•	
CITY OF LARGO A municipal corporation of the State of Florida	PINELLAS COUNTY, FLORIDA by and through its Board of County Commissioners
BY: Dany Schubert	BY: W ( ) 3 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
Henry Schwert, City Manager Printed Name:	Charlie Justice Commission Chair
ATTEST: CITY CHICK A	ATTEST Ken Burke, Clerk
By: Alional Gunes	By: Alllyn Coro
FLORIDA	Deputy Clerk (Seal)
REVIEWED AND APPROVED:	APPROVED AS TO FORM
N NOW	By:Christy Donovan Pemberton
By: City Attorney	Office of the County Attorney
City Attorney	

I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this day of Centre P. Burke, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.

# **EXHIBIT A**

# Road Transfer Agreement Road Segments Transferred from Pinellas County, Florida to City of Largo, Florida

Road Name From		То	Exhibit Sheet #	C/L Miles	Plat Name or Document Type	Book and Page
- 100			Sheet II	TITLED	Deed	OR 20865-109
					Park View Estates Addition	PB 67-37
					Ridge Park Estates	PB 70-24
					Rosemary Park Subdivision 1st Addition	PB 54-59
					Valencia Park	PB 41-52
16th Ave SW	119th St N	Ridge Road	B-1	0.50	Deed	OR 3965-863
10 740 011	110 0114	SW	D-1		Deed	OR 4609-1595
		•			R/W described in OR 887- 263, less the Ridge Road R/W	OR 887-263
					Road Petition described in BCC 5-431	BCC 5-431
Myerlake Cir	58th St N	58th St N	B-2	0.40	Rubin Icot Center	PB 88-79
cond or Al	Roosevelt	North line of		0.40	Pinellas Groves	PB 1-55
62 <sup>nd</sup> St N	Blvd	Lots 9 & 14 per PB 1-55	B-3	0.12	Road Petition	BCC 5-516
63 <sup>rd</sup> Way N	South Terminus	142 <sup>nd</sup> Ave N	B-4	0.12	142 <sup>nd</sup> Avenue North Industrial Park	PB 101-37
					Hollis' Ulmerton Woods Subdivision	PB 33-72
	Seaboard	01-1			Freemont Gardens	PB 47-21
130th Ave N	Coastline Railroad	Starkey Road	B-5	0.25	Pinellas Groves	PB 1-55
					Deed	OR 4032-1218
					Deed	OR 4111-715
131st Ave N	East Terminus	Starkey Road	B-5	0.12	Hollis' Ulmerton Woods Subdivision	PB 33-72
131 <sup>st</sup> PI N	East Terminus	Starkey Road	B-5	0.14	Hollis' Ulmerton Woods Subdivision	PB 33-72
147th Ave N	West Terminus	62 <sup>nd</sup> St N	B-6	0.11	Pine Hollow	PB 95-20
148th Ave N	Sunset St	Sugar Cane Way	B-7	0.06	Map of Sunshine Heights Rainforest Phase II	PB 15-5 PB 110-22
Sugar Cane Way	Toucan PI	North Terminus	B-7	0.18	Rainforest Phase II	PB 110-22
Toucan Pl	Sugar	Condor	B-7	0.13	Rainforest Phase II	PB 110-22
	Cane Way	Pass	D-7	0.10	Rainforest Phase I	PB 108-7
Condor Pass	Toucan PI	Coffee Bean Dr	B-7	0.09	Rainforest Phase I	PB 108-7
Coffee Bean Dr	Banana Tree Ln	Condor Pass	B-7	0.08	Rainforest Phase I	PB 108-7
Banana Tree Ln	Toucan PI	Coffee Bean Dr	B-7	0.08	Rainforest Phase I	PB 108-7
147 <sup>th</sup> Ave N	Condor Pass	58th St N	B-7	0.02	Rainforest Phase I	PB 108-7
147 <sup>th</sup> Ave N	58th St N	East Terminus	B-7	0.08	Cornerstone Estates	PB 113-94
150th Ave N	72 <sup>nd</sup> St N	Hidden Oaks Cir	B-8	0.02	Pinellas Groves	PB 1-55
Amhurst Way	Revere Rd	Danbury	B-9	0.18	Newport Unit No 3	PB 59-49
		Way			Newport Unit No 10	PB 67-5
Cambridge Way	South Terminus	Danbury Way	B-9	0.08	Newport Unit No 9	PB 66-51
Bradford St	Roosevelt	East	B-10	0.26	Norma Mae Subdivision	PB 22-123
	Blvd	Terminus			Bradford Manor	PB 120-28

					Deed	OR 9731-1
Braginton St	10th St NW	Clearwater/	B-11	0.13	Myrtledale	PB 12-88
Kingsley St	16 <sup>th</sup> Ave NW	Largo Road Braginton St	B-11	0.04	Deed Myrtledale	OR 4850-1 PB 12-88
Brookstone Way	Whitney	North Terminus	B-12	0.25	Brookstone	PB 99-38
Cobblestone Way	Brookstone Way	North Terminus	B-12	0.20	Brookstone	PB 99-38
Tiger's Eye Pass	Brookstone Way	Cobblestone Way	B-12	0.05	Brookstone	PB 99-38
Charmant Dr	58th St N	South Terminus	B-13	0.13	Charmant Courtyard	PB 127-13
164 <sup>th</sup> PI N	58 <sup>th</sup> St N	East Terminus	B-13	0.03	Laura's Place	PB 112-29
Icot Blvd	Ulmerton Rd	142 <sup>nd</sup> Ave N	B-14	0.47	Rubin Icot Center	PB 88-79
Jasper St	Approximat ely 103' east of S Dr Martin Luther King Jr Ave	Missouri Ave	B-15	0.24	Wildwood	PB 14-30
Lake Ave NE	McMullen	Rosery Rd	B-16	0.15	Deed	OR 4757-3
	Rd		B-10	0.13	Road Petition 208	BCC 8-70
Branch Creek Ave	15' East of 62 <sup>nd</sup> St N	Long Branch Ln	B-17	0.09	Long Branch Creek	PB 112-10
Long Branch Ln	Branch Creek Ave	Whitney Rd	B-17	0.10	Long Branch Creek	PB 112-10
Mears Ct	62 <sup>nd</sup> St N	East Terminus	B-18	0.12	Mears Industrial Park	PB 86-85
Ponce De	Pinellas	Clearwater/	D 40	0.00	Deed	OR 779-43
Leon Blvd	Trail	Largo Road	B-19	0.29	Deed	OR 745-69 DB 314-39
Southwind Lane	Ulmerton	North Terminus	B-20	0.12	South Wind Subdivision	PB 29-18
Cheryl Road	Ulmerton Road	North Terminus	B-20	0.12	Tamaracin Subdivision	PB 29-40
The East half of 20 <sup>TH</sup> Street NW	Ezelle Avenue	Mehlenbacher Road	B-21	0.06	Pinehurst Subdivision	PB 17-10
Ezelle	20th Street	East	D 04	0.47	Pinehurst Subdivision	PB 17-10
Avenue	NW	Terminus	B-21	0.17	Road Petition Pinellas Groves	BCC-1-203
					Deed	OR 5823-10
			[		Lake Palms Subdivision	PB 30-54
					Whitegates Subdivision	PB 71-79
					Deed	OR 6876-1
					Village Green Subdivision	PB 33-61
Willow Ave	Starkey Rd	Belcher Rd	B-22	0.99	Deed	OR 3312-50
					R/W per OR 3186-78, less any portion lying with 55' of the east line of Section 36-29- 15	OR 3186-78
					Belle Oak Villas Unit 1	PB 91-41
				-	Belle Oak Villas Unit 2	PB 94-93
					Pinellas Groves	PB 1-55
					Deed	OR 8223-7
Willow Ave	Belcher Rd	Cromwell Dr	B-22	0.18	Deed	OR 4398-1
					R/W per OR 4392-1444, less portion previously conveyed	

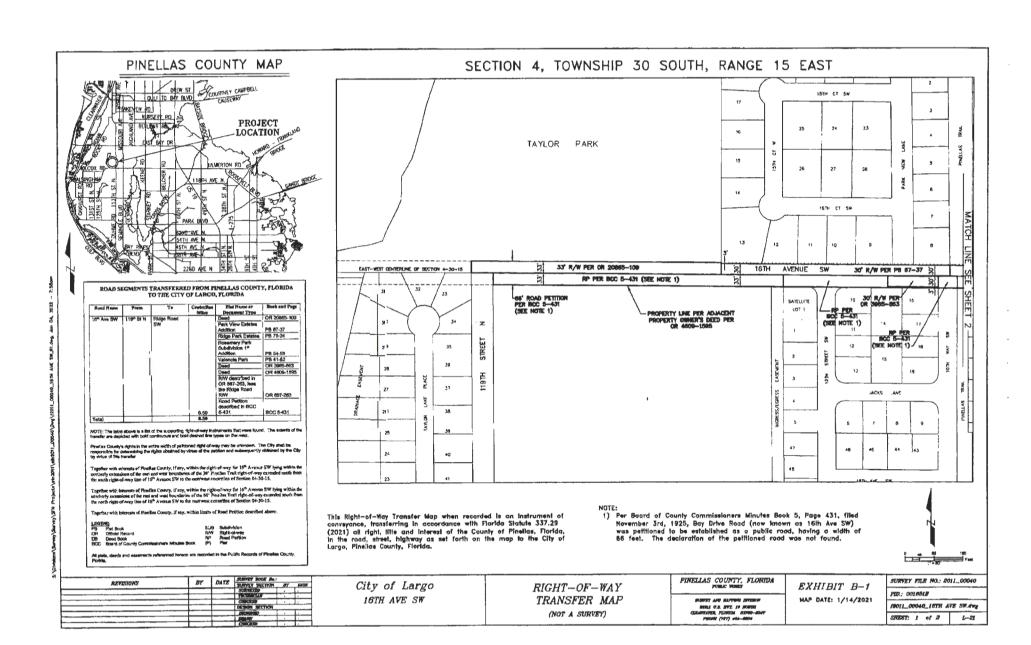
					to Town of Largo per OR 4584-275	OR 4392-1444
				Pinellas Groves	PB 1-55	
34/14 4	4.40ml A	10.00	D 00	0.40	Road Petition	BCC 1-287
Wild Acres Rd	142 <sup>nd</sup> Ave	Willow Ave	B-22	0.49	Deed	OR 6876-1145
					Deed	OR 6876-1143
Total			T	7.44		

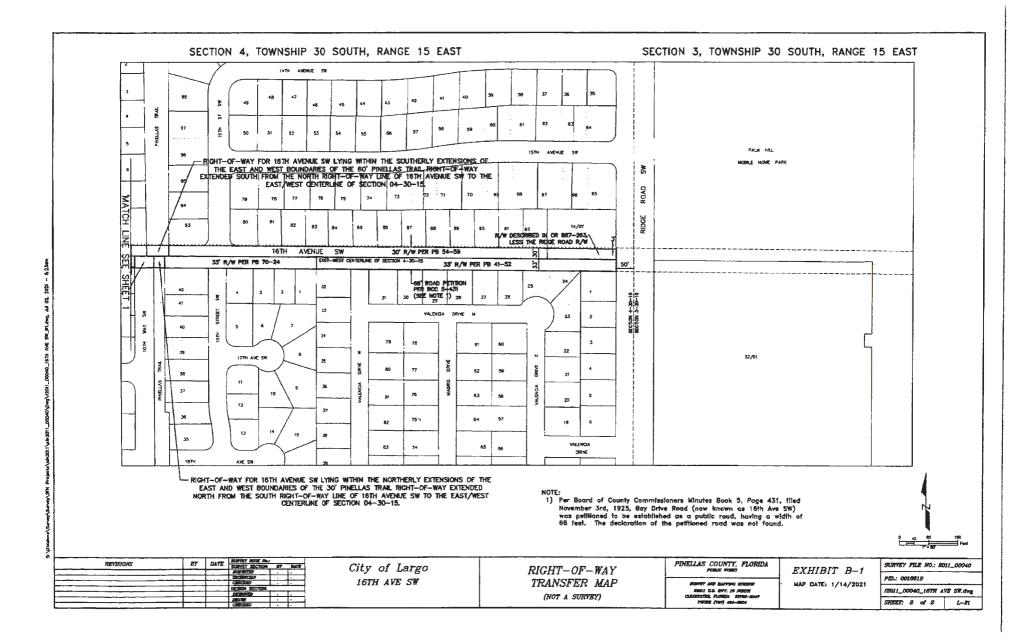
LEGEND C/L Ce PB Pla OR Off (P) Plat
SUB Subdivision
R/W Right-of-way
RP Road Petition
PB H Plat recorded prior to 1912 Centerline Plat Book Official Record DB Deed Book BCC Board of County Commissioners Minutes Book

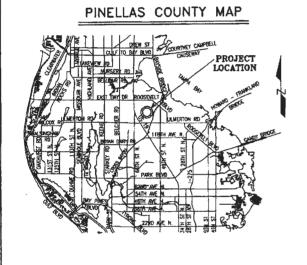
## **EXHIBIT B**

Right-of-Way Transfer Maps

- B1 2 SHEETS
- B2-1 SHEET
- B3-1 SHEET
- B4-1 SHEET
- **B5-2 SHEETS**
- B6-1 SHEET
- **B7 1 SHEET**
- B8-1 SHEET
- **B9 1 SHEET**
- **B10 1 SHEET**
- B11 1 SHEET
- **B12 1 SHEET**
- B13 1 SHEET
- B14 2 SHEETS
- **B15 1 SHEET**
- **B16 1 SHEET B17 1 SHEET**
- B18 1 SHEET
- B19-1 SHEET
- B20 1 SHEET
- **B21 1 SHEET**
- **B22 4 SHEETS**

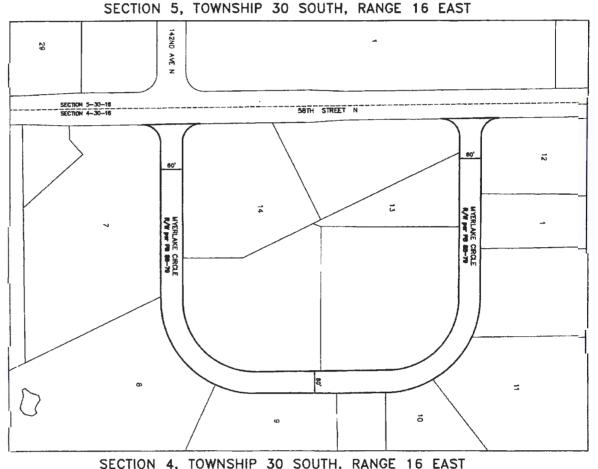






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Mysolska Cir	557 St N	50° St N	0.40	Public lost Center	PB 86-79
Total	<del></del>		9.40		
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This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.29 (2021) all right, title and interest of the County of Pinellas, Florida, in the road, street, highway as set forth on the map to the City of Largo, Pinellas Caunty, Florida.





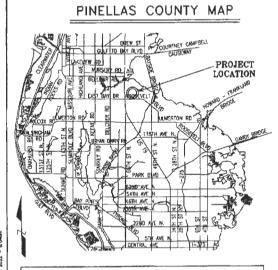
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			AND AND THE REAL PROPERTY.	•		

City of Largo MYERLAKE CIRCLE RIGHT-OF-WAY TRANSFER MAP (NOT A SURVEY)

PINELLAS COUNTY, FLORIDA COUNTY AND IMPERIOR ESTEROIS MINE V.S. RPT, TO ASSESS CHARGES, PARRIES, SOVE-MANY PROME (797) AND ASSESS

EXHIBIT B-2 MAP DATE: 9/21/2021

PROTI\_00040\_MYERLARE CIR.dwg SHEET: 1 of 1



## ROAD SEGMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF LARGO, FLORIDA

Road Name	Frem	То	Contestine	Plat Plants or Document Type	Book and Page
62 <sup>rd</sup> 9t N		North line of		Pinellas Groves	PB 1-55
		Lots 9 & 14 per PB 1-55		Road Petition	BCC 5-516
Total			0.12		

NOTE: The table above is a fist of the supporting right-of-way instruments that were found. The extents of the transfer are deplicad with bold continuous and bold deshed fine types on the map.

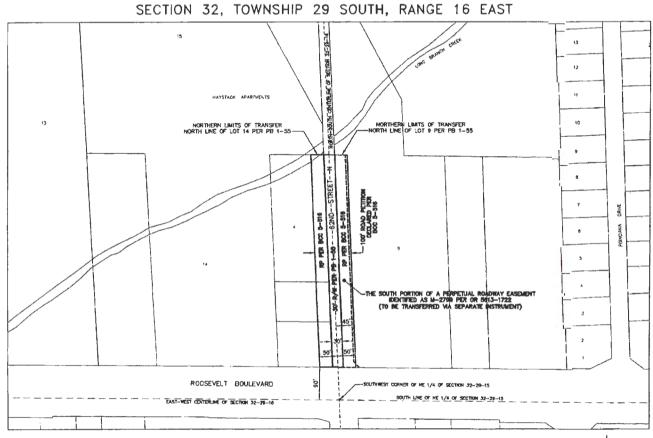
Physics County's rights in the entire width of petitioned right-of-way may be unknown. The City shall be responsible for determining the rights obstanced by white of the petition and subsequency obtained by the City by white of this framefer.

# EASEMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF LARGO, PINELLAS COUNTY, FLORIDA

The south portion of the 45 Perpetual Resoway Essement Identified as M-2799 per OR 5813-1722 – To be transferred via separatia instrument.

LEGEND
PRI Block
OFF Official Record
DB Dead Block
DBC Blosse of County Commissioners Minutes Book
SUB Subdivision
RP Read Petition
(P) Pfile

All plats, doods and easements referenced hereon are recorded in the Public Records of Pinetas County, Florida.



This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.29 (2021) all right, title and interest of the County of Pinelias, Florida, in the road, street, highway as set forth on the map to the City of Largo, Pinelias County, Florida.

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City of Largo 62ND STREET N

RIGHT-OF-WAY TRANSFER MAP (NOT A SURVEY)

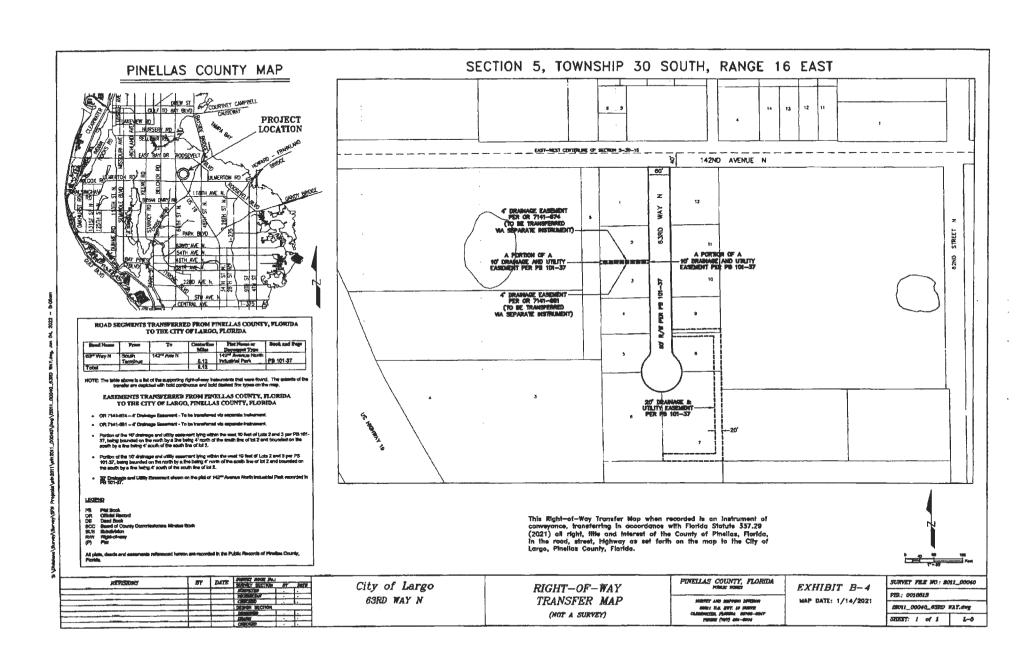
PINELLAS COUNTY, FLORIDA

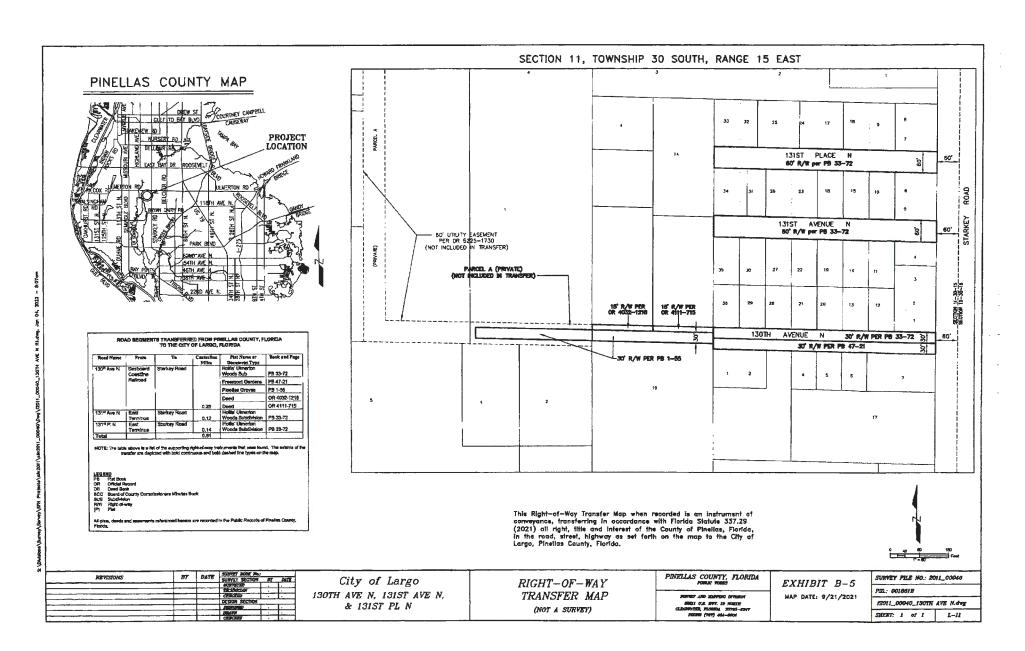
SUPPET AND MANPING DIVERSOR REAL U.S. HIPT. 18 HORTH CLEANWAYDS, PLONEDA STYNG-MINET PROVES (787) 464-8004

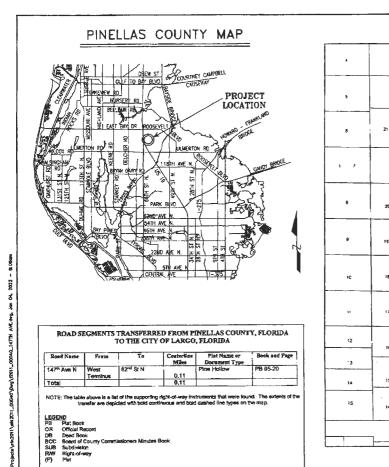
EXHIBIT B-3 MAP DATE: 1/14/2021

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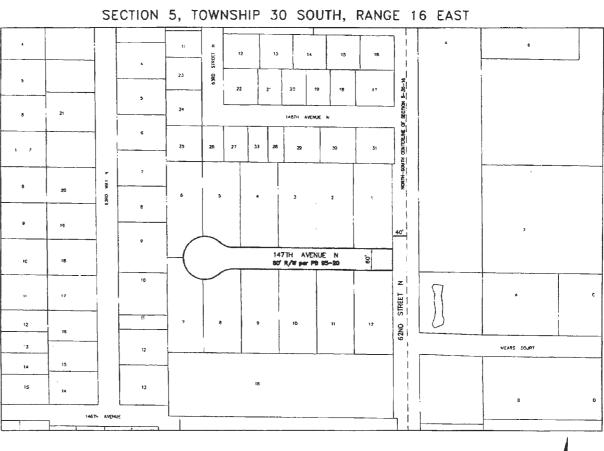
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wits referenced hereon are recorded in the Public Records of Pineties County.



This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.29 (2021) oil right, ithis and interest of the County of Pinelias, Florida, in the road, street, highway as set forth on the map to the City of Largo, Pinelias County, Florida.



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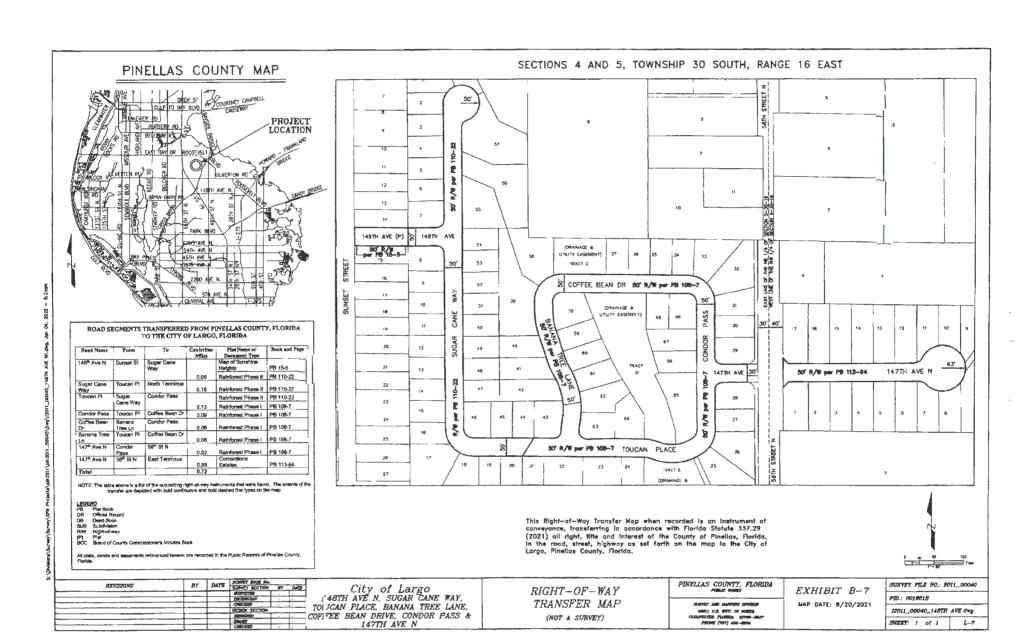
City of Largo 147TH AVENUE N WEST OF GEND STREET N

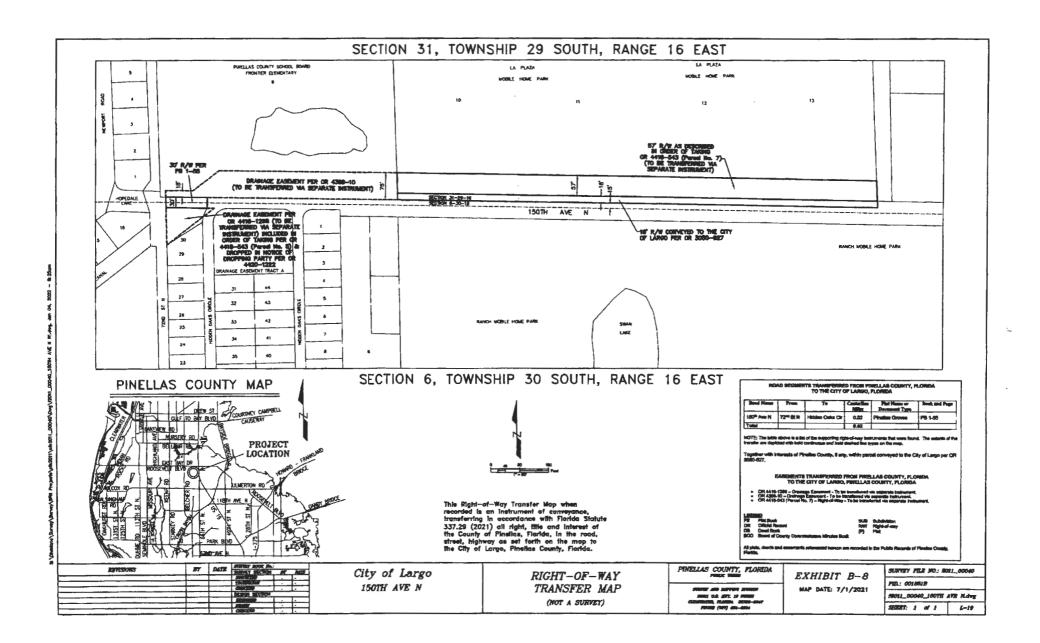
RIGHT-OF-WAY TRANSFER MAP (NOT A SURVEY)

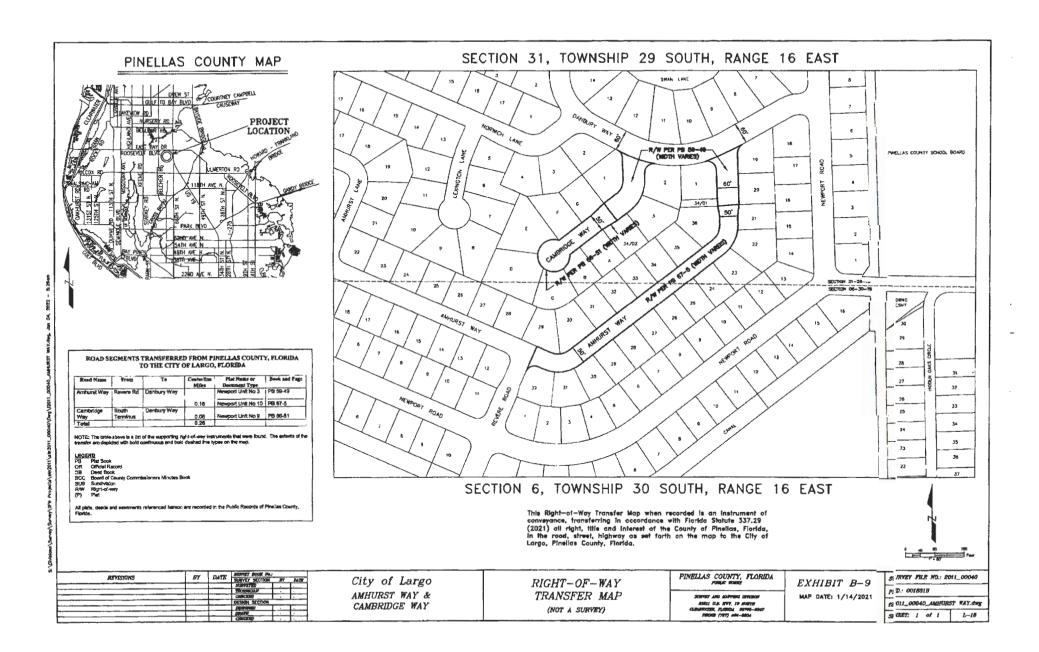
PINELLAS COUNTY, PLORIDA STATES AND MARKET DIVISION

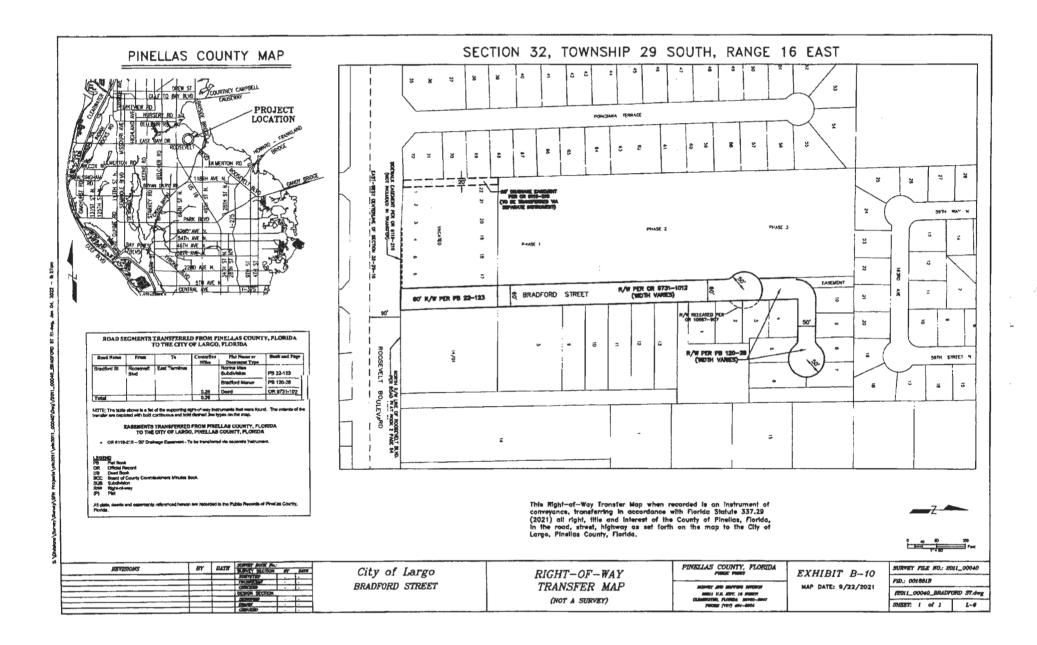
EXHIBIT B-6 MAP DATE: 1/14/2021 2001 U.S. 207, 19 HORSE ZALPATUR, PERSONA 20700-4567 PROME (707) 484-8804

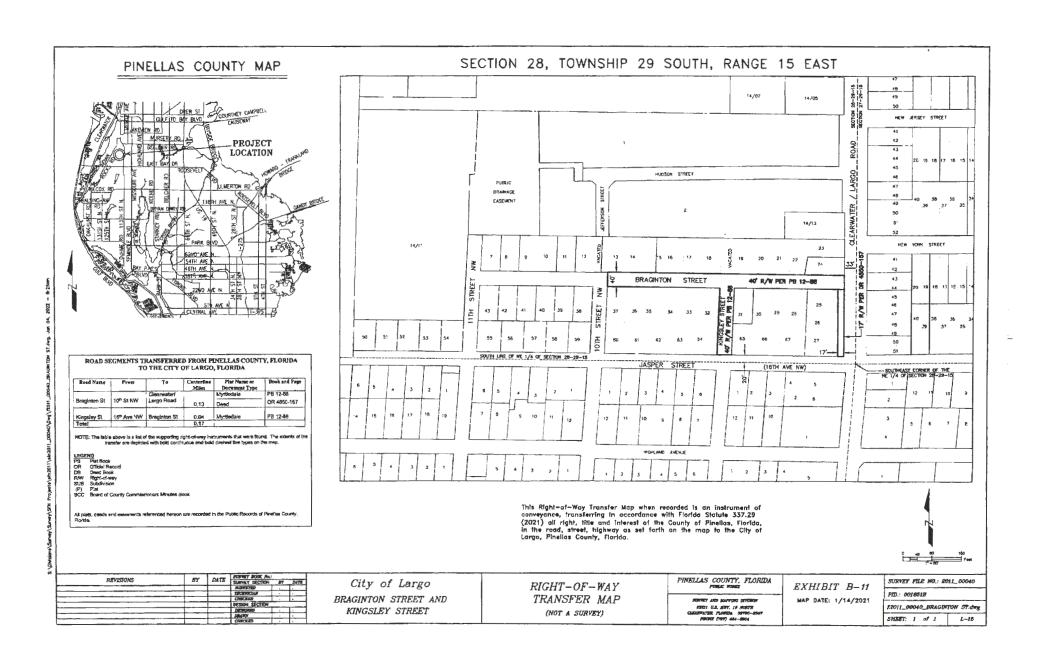
SURVEY FILE NO.: 2011\_00040 PID.: 0018618 (2011\_00040\_147TH AVE.drg SHEET: 1 of 1 L-6

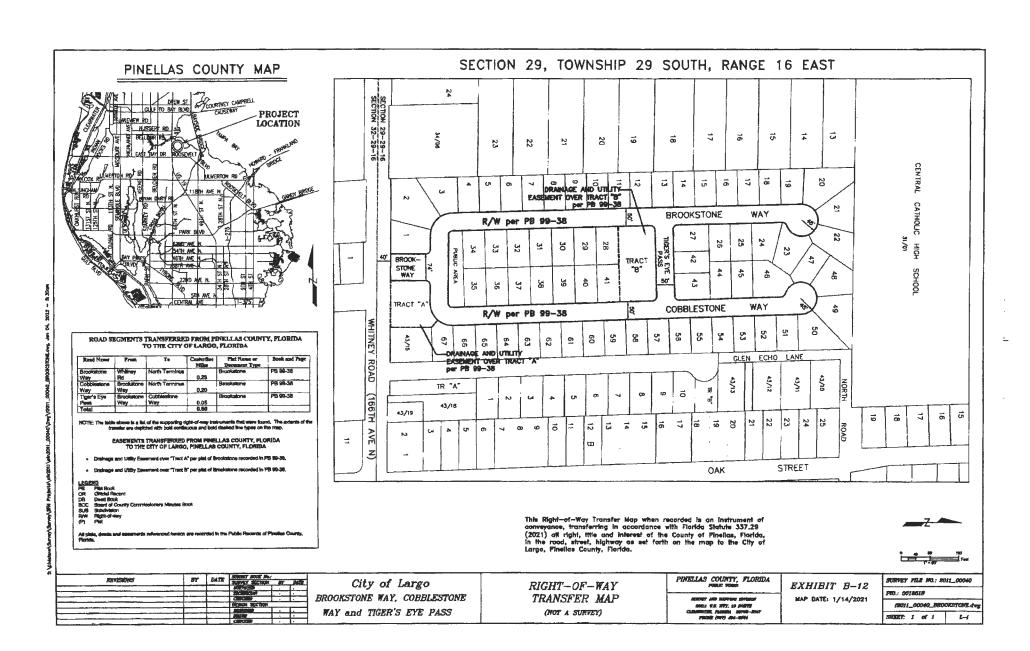


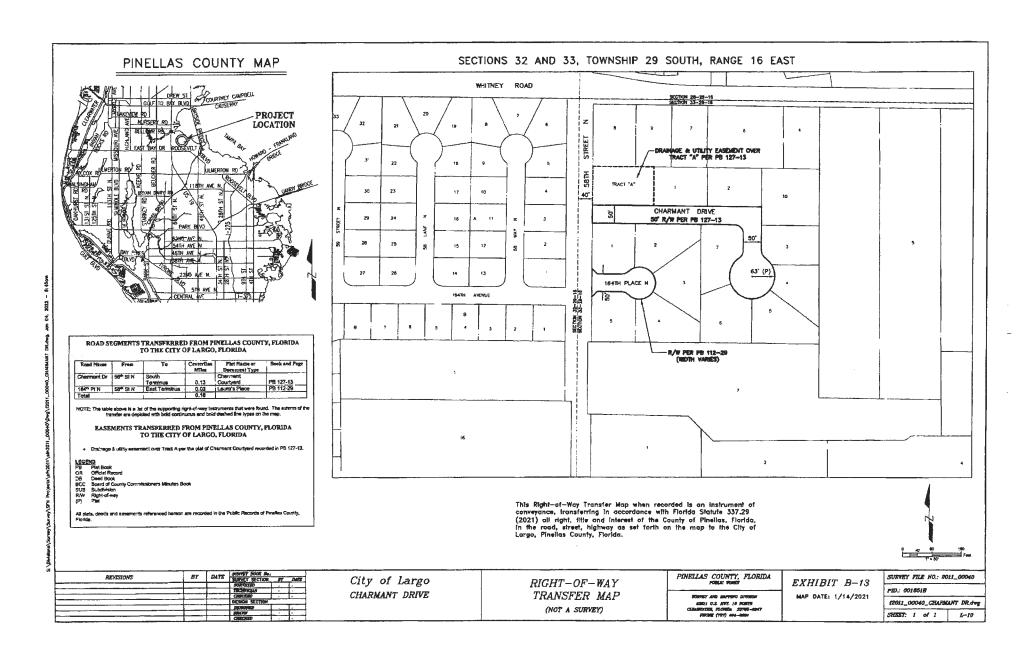


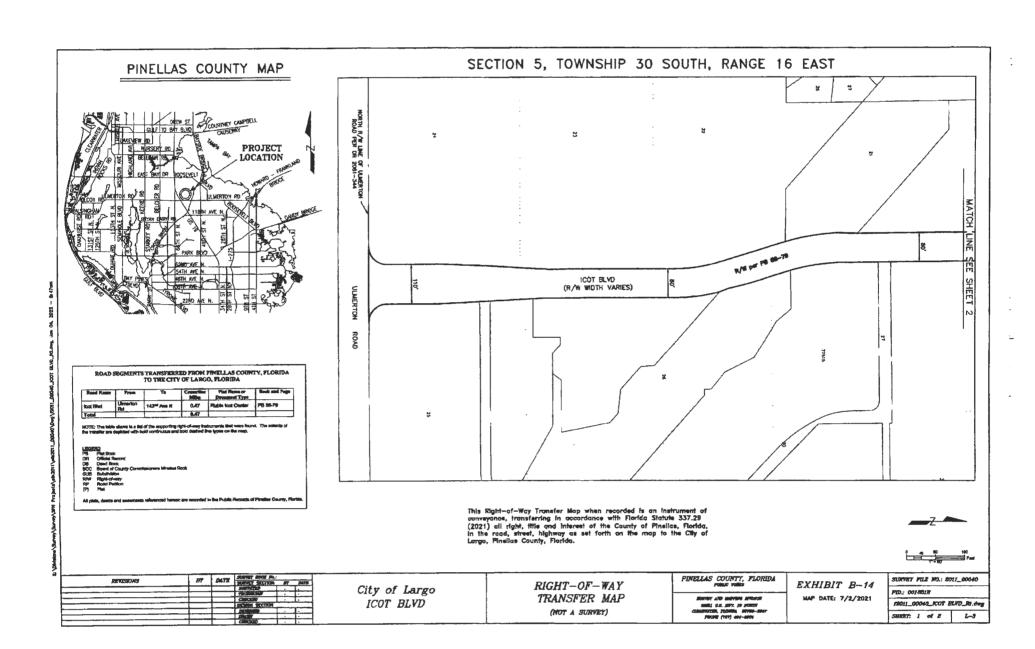


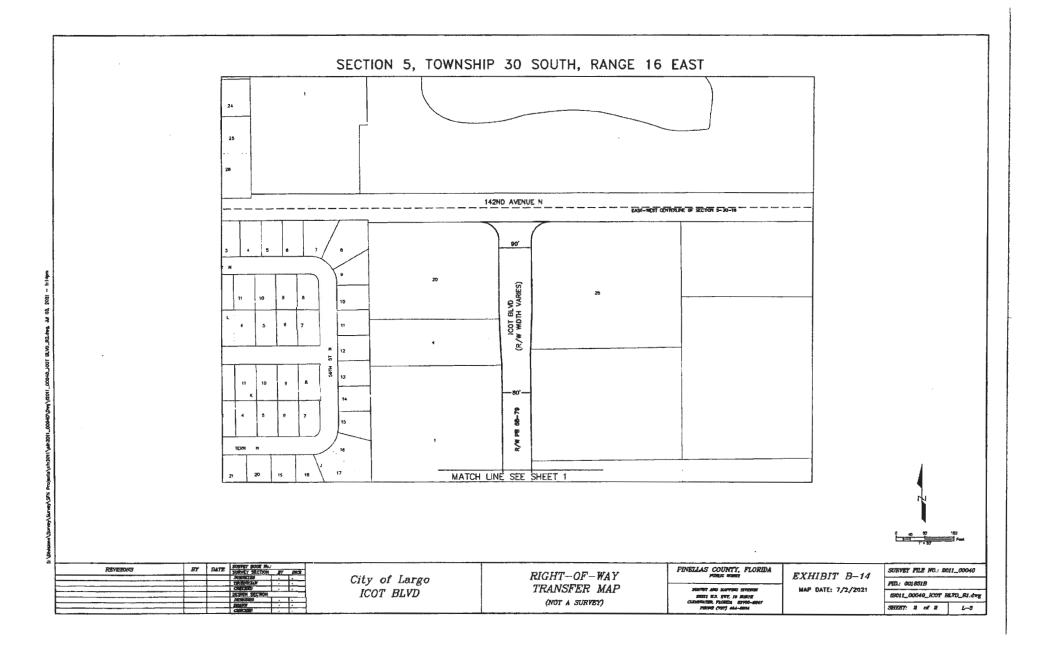


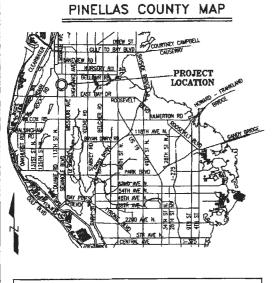












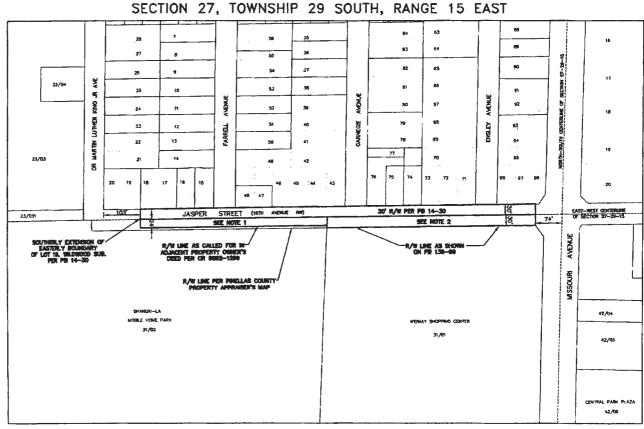
### ROAD SEGMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF LARGO, PLORIDA

1	Roof Name	Frem	Te	Controllar Miles	First Name or Document Type	Book and Page
	Jeoper St	Approximately 103' east of 8 Dr Martin	Missouri Ave		Wildwood	PB 14-30
ì		Luther King Jr Ave		0.24		

NOTE: The table above is a list of the supporting right-of-way instruments itself were found. The foundations and bold destined the types on the map.

Together with interests of Phreibse County, if any, within Jasper Street up to the South right-of-way line as described in PB 139-98 and OR 6992-1299.

LEGEND
Pig Plat Book
OR Official Record
DB Deed Book
9CC Board of Coxcely G
9UB BubShiston
RW Right of way
(P) Plat Commissioners Mysules Book



This Right—of—Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Floride Statute 337.29 (2021) all right, fitte and interest of the County of Pinellas, Florida, in the road, street, highway as set forth on the map to the City of Largo, Pinellas County, Florida.

Note 1: The adjacent property owner's deed, as recorded in O.R. Book 9882, page 1299, recognizes, but does not dedicate, this area as right—of—way.

Note 2: The adjacent plat of Midway Shopping Center, as recorded in Plat Book 139, page 99, recognizes, but does not dedicate, this area as right-of-way.

7.7
- 100 - 100

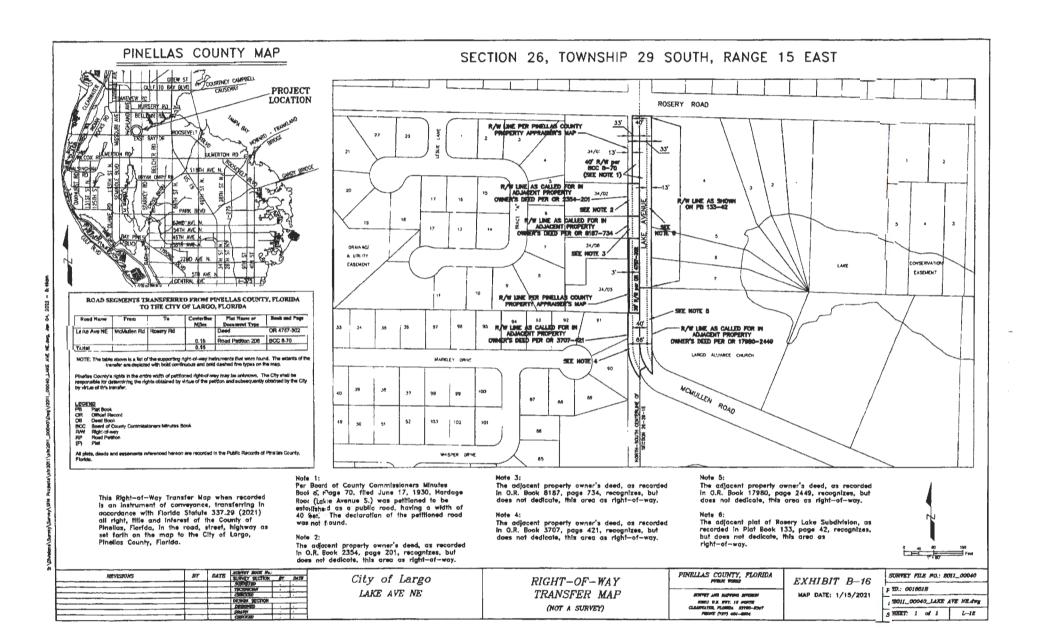
	BT	D499	SHEEK, WHE WY:			
REVISIONS		THE	SURVEY SECTION	EX.	Action	
			5000年100		Ī.	
			Translation	-	l.	
		ł	(March 1)		·	
			DESIGN SECTION			
			ALC: UNITED IN			
			A STATE OF THE STA			
	1		CHROSE		1.	

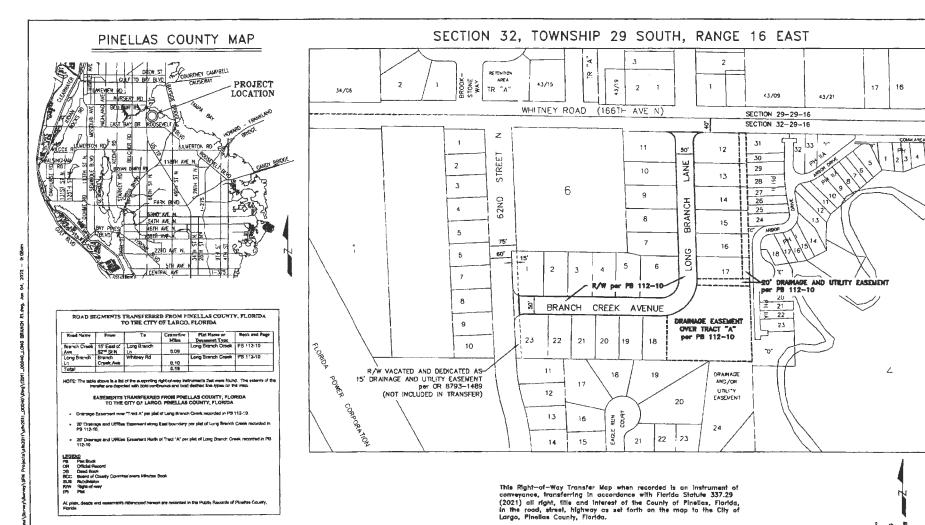
City of Largo JASPER ST

RIGHT-OF-WAY TRANSFER MAP (NOT A SURVEY)

PINELLAS COUNTY, FLORIDA 

EXHIBIT B-15 MAP DATE: 1/15/2021 SURVEY FILE MO.: 2011\_00040 PID.: 0018019 18011\_00040\_IASPER 5T.dmg SHEET: 1 of 1





RIGHT-OF-WAY

TRANSFER MAP

(NOT A SURVEY)

City of Largo

BRANCH CREEK AVE and

LONG BRANCH LANE

PINELLAS COUNTY, FLORIDA

SOUTH AND MATTERS DESIGNATION OF THE STATE OF THE SOUTH STATE OF THE S

15

SURVEY FILE NO.: 2011\_00040

18011\_00040\_LONG BRANCH.dwg

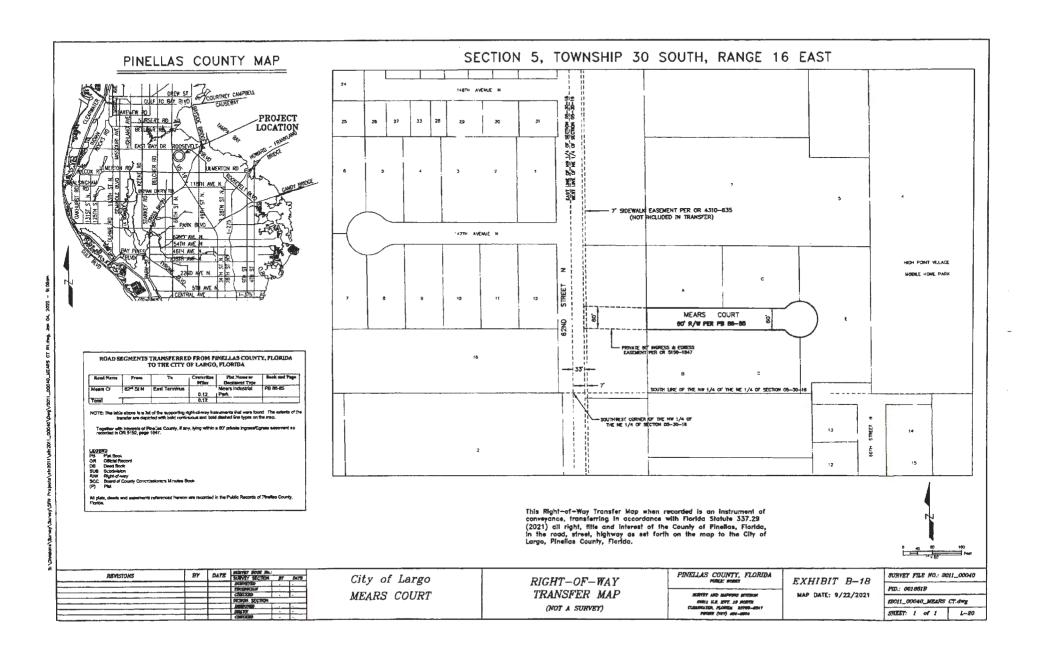
PID.: 0018618

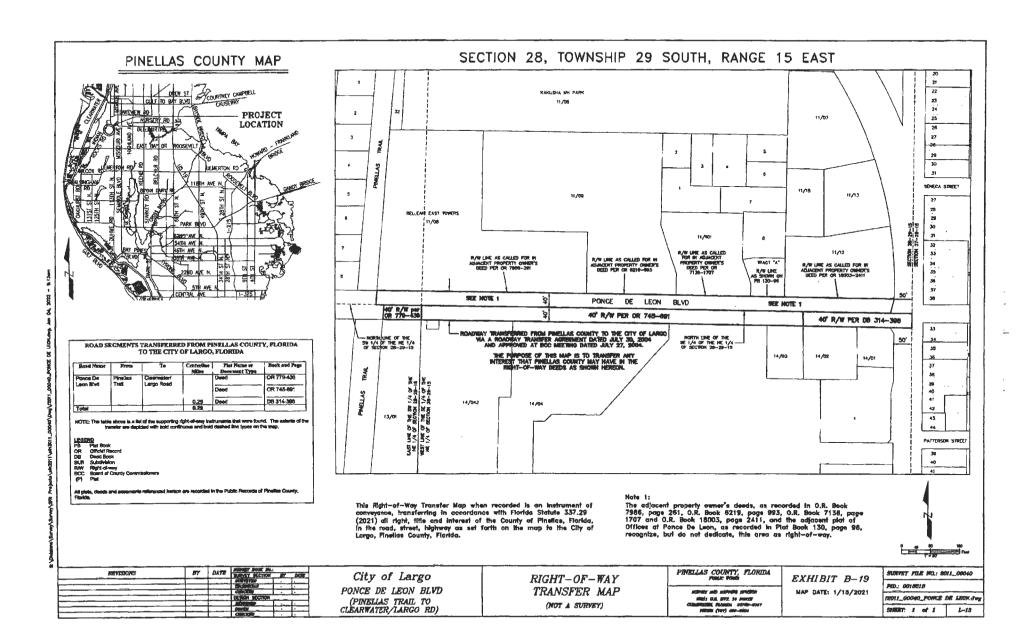
SEEST: 1 of 1

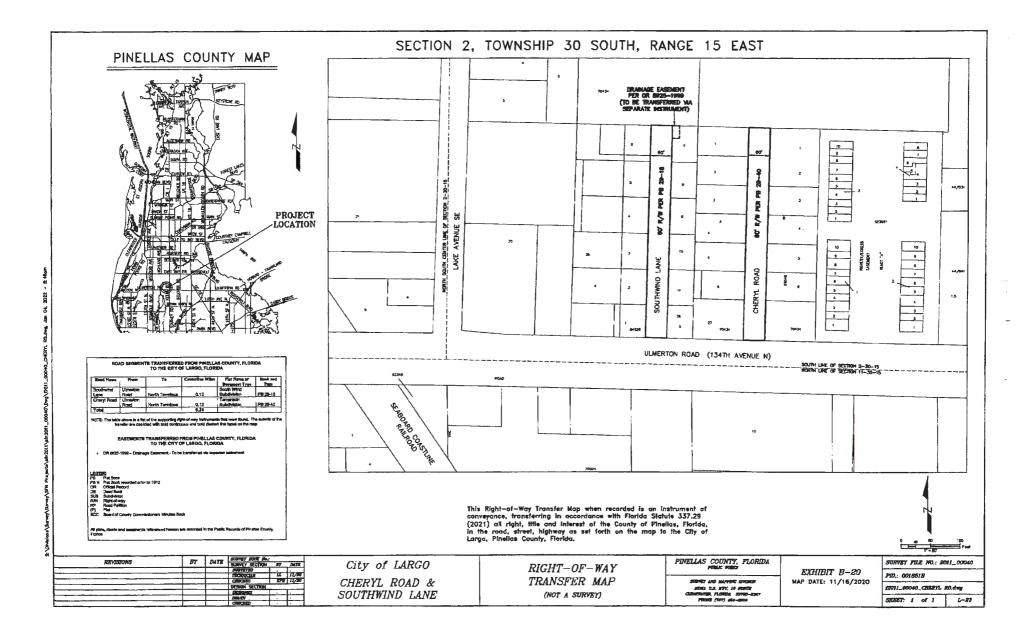
EXHIBIT B-17

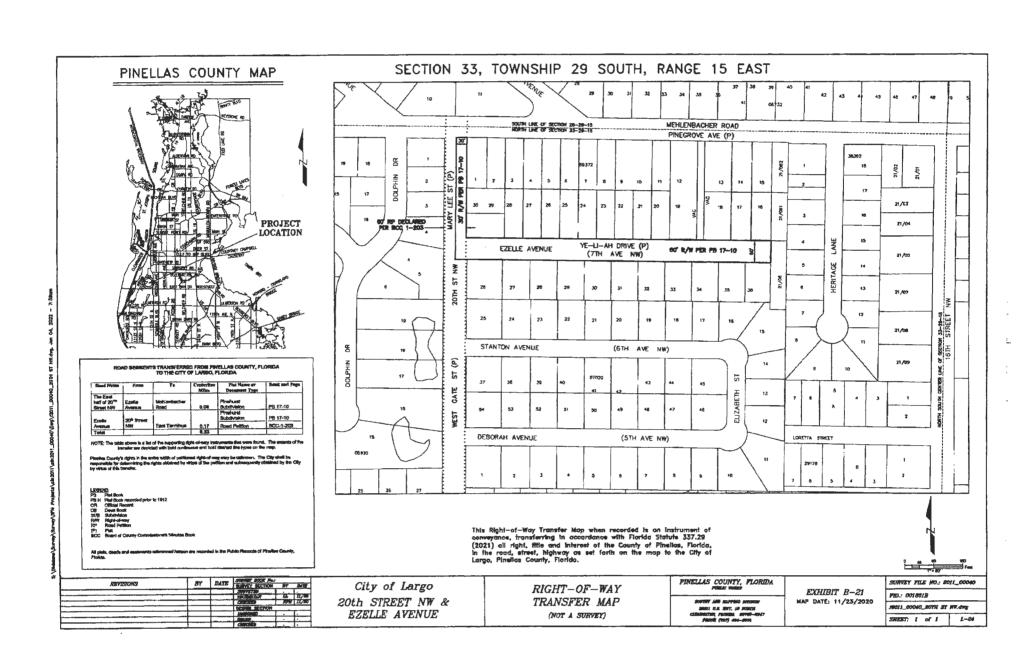
MAP DATE: 9/22/2021

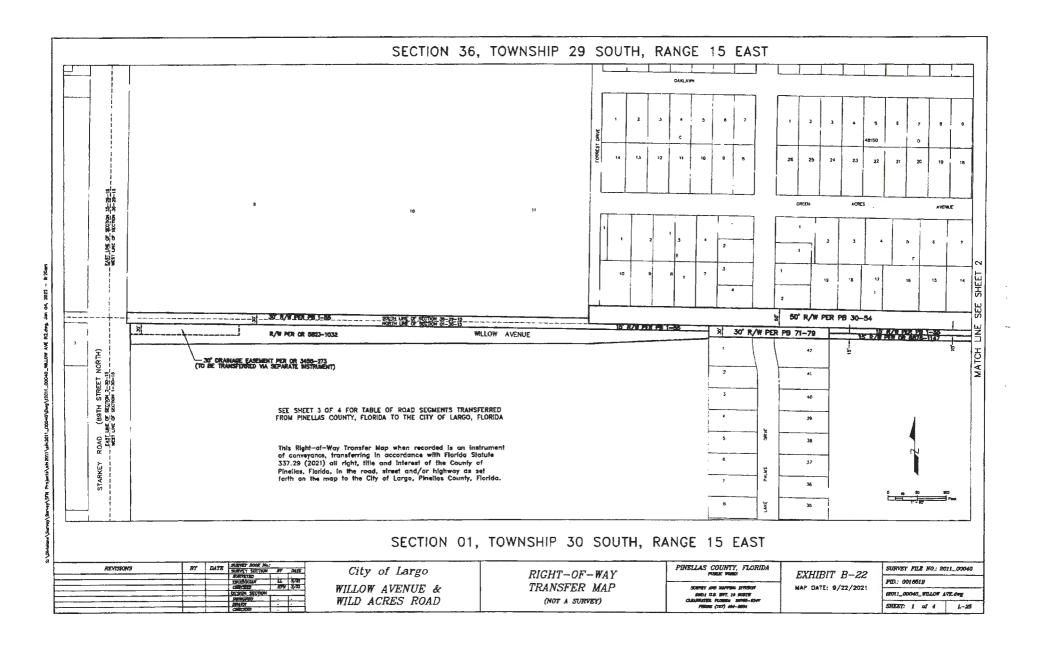
REVESIONS

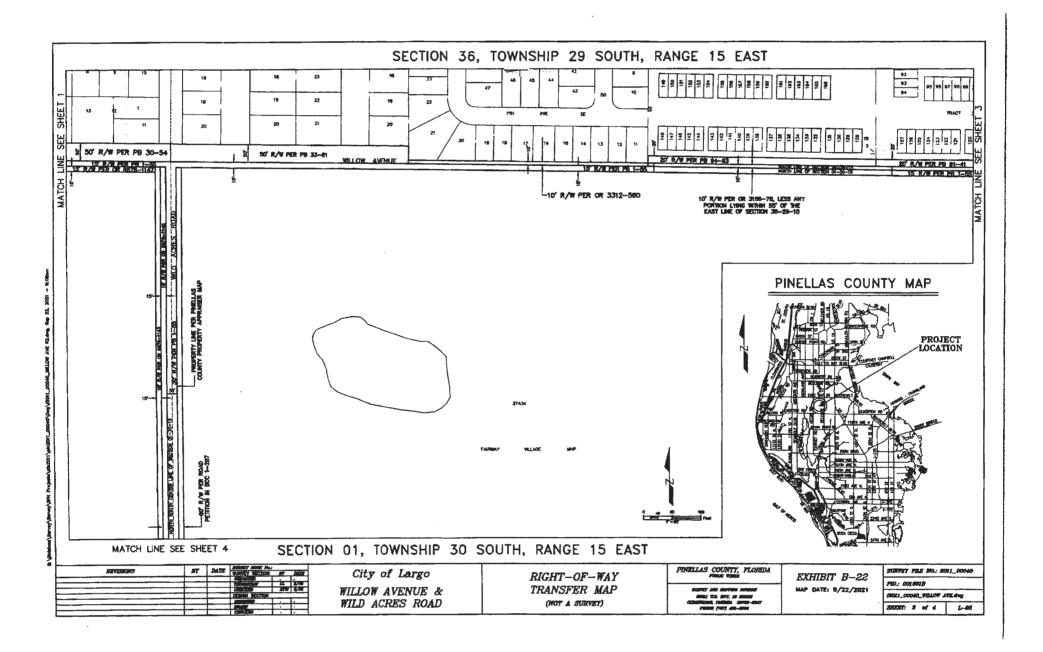


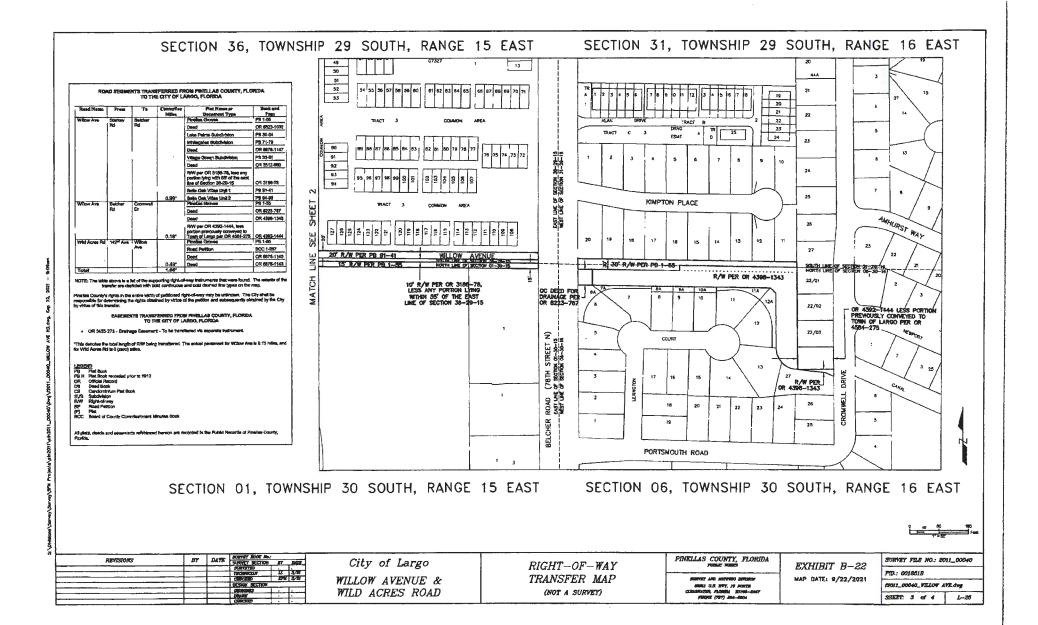


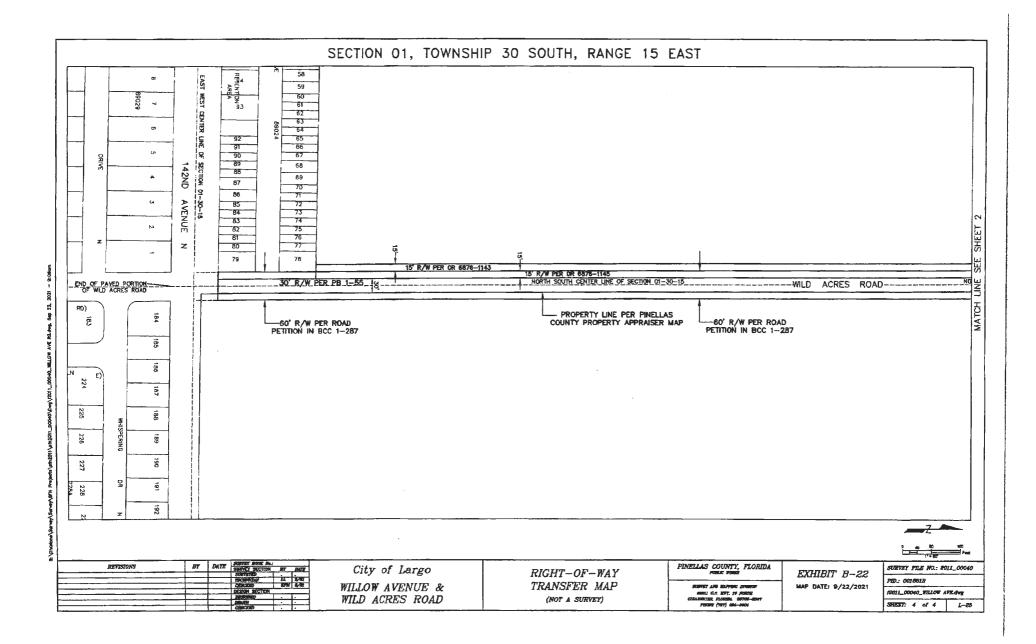












## EXHIBIT C

Prepared by and return to: Real Property Division Attn: Josh Rosado 509 East Ave. South Clearwater, FL 33756

#### EXHIBIT "C" TO INTERLOCAL AGREEMENT

### ASSIGNMENT OF EASEMENTS & RIGHT-OF-WAY

This Assignment of Easements & Right-of-Way, ("Assignment") made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2022, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 509 East Avenue South, Clearwater, FL 33756, hereinafter referred to as "COUNTY" and the CITY OF LARGO, a municipal corporation of the State of Florida, whose address is 201 Highland Avenue, Largo, FL 33770, hereinafter referred to as "CITY", collectively the "Parties.

#### WITNESSETH:

WHEREAS, a perpetual roadway easement was entered into on September 26, 1983, by and between FLORIDA POWER CORPORATION and COUNTY that did grant and convey unto COUNTY a perpetual roadway easement, subsequently recorded in Official Records Book 5613, Page 1722 through 1725, the nature and description of said easement is further described in the attached as "Attachment 1"; and

WHEREAS, a drainage easement was entered into on October 25, 1989, by and between JAMES T. PAUL and COUNTY that did grant and convey unto COUNTY a drainage easement, subsequently recorded in Official Records Book 7141, Page 674 through 675, the nature and description of said easement is further described in the attached as "Attachment 2"; and

WHEREAS, a drainage easement was entered into on October 25, 1989, by and between JAMES T. PAUL and COUNTY that did grant and convey unto COUNTY a drainage easement, subsequently recorded in Official Records Book 7141, Page 681 through 682, the nature and description of said easement is further described in the attached as "Attachment 3"; and

WHEREAS, a drainage easement was entered into on March 2, 1976, by and between CITY OF LARGO and COUNTY that did grant and convey unto COUNTY a drainage easement, subsequently recorded in Official Records Book 4398, Page 10, the nature and description of said easement is further described in the attached as "Attachment 4"; and

WHEREAS, a drainage easement was entered into on April 2, 1976, by and between DONALD J. JANS AND DOROTHY A. JANS AND FRANK P. JANS AND MARGARET T. JANS and COUNTY that did grant and convey unto COUNTY a drainage easement,

subsequently recorded in Official Records Book 4416, Page 1298, the nature and description of said easement is further described in the attached as "Attachment 5"; and

WHEREAS, a drainage easement was entered into on November 13, 1985, by and between ROOSEVELT BRADFORD ASSOCIATES and COUNTY that did grant and convey unto COUNTY a drainage easement, subsequently recorded in Official Records Book 6119, Page 218 through 219, the nature and description of said easement is further described in the attached as "Attachment 6"; and

WHEREAS, a drainage easement was entered into on February 6, 1995, by and between JAMES D. BARNES AND CAROLYN L. BARNES and COUNTY that did grant and convey unto COUNTY a drainage easement, subsequently recorded in Official Records Book 8925, Page 1999, the nature and description of said easement is further described in the attached as "Attachment 7"; and

WHEREAS, a drainage easement was entered into on December 28, 1970, by and between MADELINE HENNEBERGER and COUNTY that did grant and convey unto COUNTY a drainage easement, subsequently recorded in Official Records Book 3455, Page 273, the nature and description of said easement is further described in the attached as "Attachment 8"; and

WHEREAS, COUNTY obtained a public right of way interest from HERSTAN, INC. on June 2, 1976, pursuant to an Order of Taking recorded at O.R. Book 4418, Page 543 (Exhibit C to Order of Taking) the nature and description of said right-of-way interest is further described in the attached as "Attachment 9" ("Right-of-Way"); and

WHEREAS, CITY requested an assignment of the easements and right-of-way interests, as further described in Attachments 1-9 ("Easements and Right-of-Way"); and

WHEREAS, COUNTY has determined that the Easements and Right-of-Way are surplus and not needed for any COUNTY purpose; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, COUNTY desires to assign the Easements and Right-of-Way for a nominal fee; and

WHEREAS, the CITY desires to accept the Easements and Right-of-Way from the COUNTY, including all rights and responsibilities to operate and maintain the Easements and Right-of-Way as of the effective date shown above.

NOW THEREFORE, the Parties hereto agree as follows:

- 1. The above recitals are true and correct and incorporated herein.
- 2. COUNTY, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, the sufficiency and receipt of which is hereby acknowledged, does hereby grant, assign and transfer to the CITY, its

successors in title and assigns forever the Easements and Right-of-Way described in and attached hereto as Attachments "1-9".

- 3. This Assignment shall divest the COUNTY of all legal rights, liabilities, obligations, and responsibilities associated with the Easements and Right-of-Way, to include operation and maintenance, as of the effective date shown above.
- 4. As limited by Section 768.28, Florida Statutes (2021), the COUNTY shall remain responsible for any tort liability for any actions arising out of the COUNTY's ownership, operation or maintenance of the Easements and Right-of-Way prior to the recording of this Assignment. CITY shall assume all legal rights, liabilities, obligations, and responsibilities associated with the Easements and Right-of-Way, to include operation and maintenance, as of the recording of this Assignment. Nothing herein is intended to serve as a waiver of any immunity from or limitation of liability that either the CITY or COUNTY are entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the COUNTY or CITY to be sued by third parties in any matter arising out of this Assignment.
- 5. This Assignment shall not affect or release any public right-of-way for any portion of the Easements.
- 6. The purpose of the Easements and Right-of-Way as established in Attachments 1-9 shall remain as described in said respective documents.
- 7. The COUNTY does not guarantee the fitness or character of the Easements and Right-of-Way for use by the CITY.
- 8. This Assignment shall run with the land and shall be binding to the benefit of the Parties, their successors in title and assigns.

IN WITNESS WHEREOF, the Parties have hereunder set their respective hands and seals on the day and year referenced below.

# SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS:  Name: LLLCole Coats	PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida  By:  Charlie Justice, Chairman	
Name: (outness has)	ATTEST:	
9	KEN BURKE	
	Clerk of the Circuit Court	
	By: Deputy Clerk	
	ATTENDED AS TO FORM Or Gast All Money  Orac of the Company Assembly	
	CO WALL	
CITY OF LARGO, FLORIDA, a municipal corporation of the State of Florida		
Od. 2004	The state of the s	
Henry Schubert, City Manager		
REVIEWED AND APPROVED:	AUPEST	
. 00 -	1) O Branco	
Alan S. Zimmer, City Attorney	Diane Bruner, Cies Clerk	

52-NC/HD/BAP 9-21-83 REW: 1mm

White and the stores Haile . F. Dutbloker CLERK CIRCUIT COURT SEP. 30 11 19 AH '83.

1.1.5613 PAGE 1722

### 83193145

#### PERPETUAL ROADWAY EASEMENT

THIS EASEMENT, Made this 26th day of September 1983, by and between PLORIDA POWER CORPORATION, a corporation of the State of Florida having its principal office at 3201 34th Street South in the City of St. Petersburg, County of Pinellas and State of Plorida 33711, Party of the Pirst Part, "GRANTOR" herein; and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida having its offices at 315 Court Street in the City of Clearwater, County of Pinellas and State of Plorida 33516, Party of the Second Part, "GRANTER" hereint

WITHESSETH, That the said GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the said GRANTER, the receipt of which is hereby acknowledged, does hereby grant and release unto the said GRANTER a perpetual easement for road right-of-way over and across the following-described 14 14544412 72 lands in the county of Pinellas and State of Florida, to-wit:

305E83

LEGAL DEPT.

TOTAL .

4.45 CASH

For legal descriptions and sketches of two segments of 62nd Street North right-of-way, see EXHIBIT "A" and EXHIBIT "B" (Sheets 1 and 2) attached hereto and by this reference incorporated herein and made a part hereof.

IN MITNESS WHEREOF, the GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be heraunto affixed and attested the day, month and year first above written.

STATE OF PLORIDA COUNTY OF SINELLASI The foregoing sessment was acknowledged before me this 25th day of SEPT. as Vice President and by as Assistant Secretary, respectively, R CORPORATION, a Florida corporation, on behalf of the corporation

FLORIDA POWER CORPORATION

My Cosmission Expires:

WITNESSES:

By Charles Deputy Clerk

PINELLAS COUNTY R/W SPECIAL ACCOUNT

D. L. 5613 PACE 1723

62nd Street No. (South portion) FPC to County H-2799 DESCRIPTION:

That part of the West 1/2 of Lot 9, in the NE 1/4 of Section 32, Township 29 South, Range 16 East, Pinellas Groves, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, more particularly described as follows:

Commence at the SM corner of the ME 1/4 of Section 32, Township 29 South, Range 16 East, Pinelias County, Florida; thence N 20 34° 26° M, along the Mest boundary of said ME 1/4, a distance of 90.13 feat to a point on the North right-of-May line of State Road 686 (Roosevelt Boulevard), and the Point of Beginning; thence continue N 20° 34° 26° M, along said Mest boundary, 588.26 feet to the NM corner of the SM 1/4 of the SM 1/4 of said NE 1/4; thence \$ 89° 25° 20° E, along the North boundary of said SM 1/4, a distance of 45.07 feet; thence \$ 20° 34° 26° E, 45.00 feet parallel with said Mest boundary, a distance of 573.21 feet; thence \$ 46° 01° 42° E, 21.78 feet to a point on the North right-of-way line of said State Road 686; thence N 89° 28° 57° M, along said right-of-way 90.00 feet from and parallel with the South boundary of said NE 1/4, a distance of 60.07 feet to the Point of Beginning. All being in the NE 1/4 of Section 32. Township 29 South, Range 16 East, Pinelias County, Fiorida, subject to rights-of-way and easements of record.

Containing 0.6102 acres, more or less.

52nd Street No. (North portion) FPC to County N-2800

#### DESCRIPTION:

NOT INCLUDED IN TRANSFER

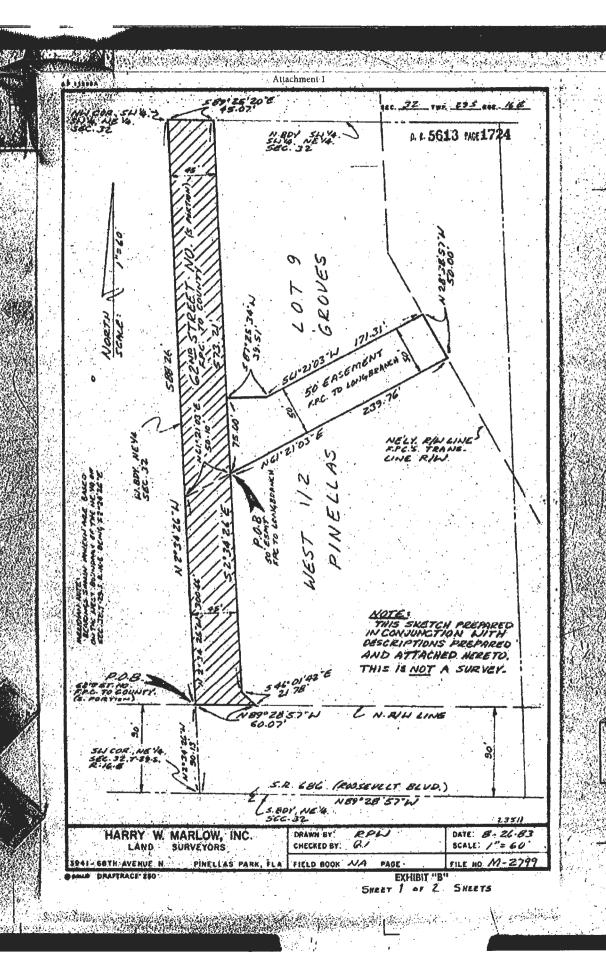
That part of Florida Power Corporation's 225 foot wide transmission line right-of-way through Lot 8 in the NE 1/4, and Lot 15 in the NM 1/4 of Section 32; Township 29 South, Range 16 East, Pinellas Groves, as recorded in Plat Book 1; Page 55; Public Records of Pinellas County, Florida, more particularly described as follows:

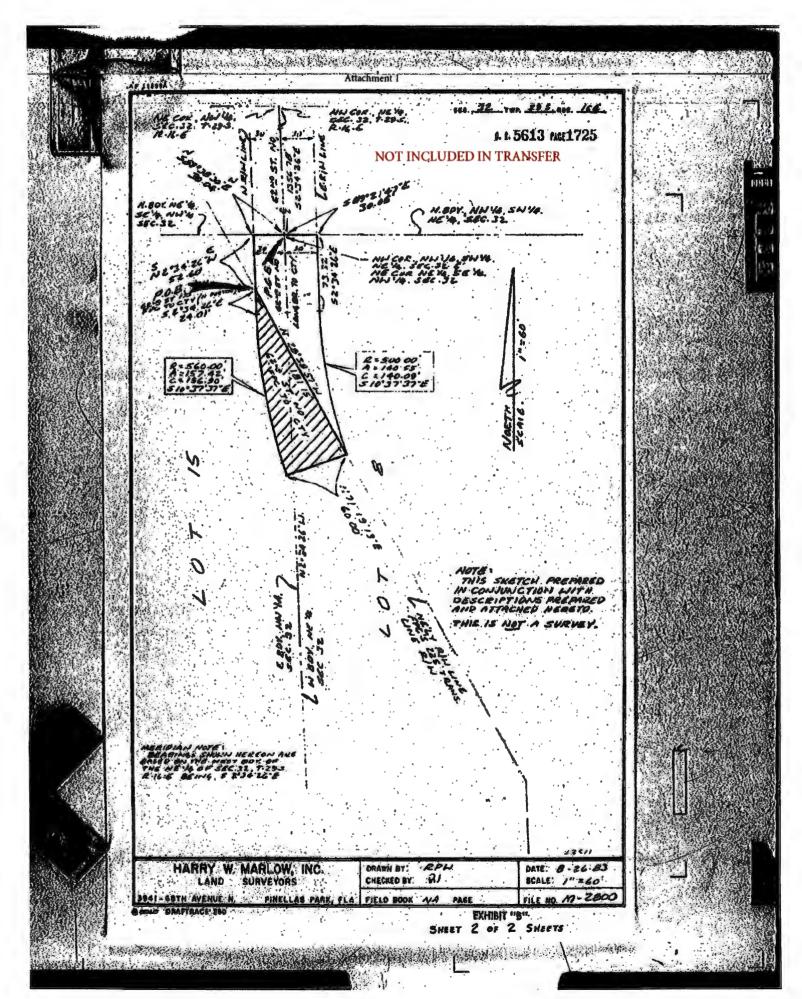
Commence at the NE corner of the NW 1/4 of Section 32, Township 29 South, Range 16-East, Pinellas County, Florida; thence S 2° 34' 26" E, along the East boundary of said MM 1/4, a distance of 1356.78 feet to the NE corner of the NE 1/4 of the SE 1/4 of said MM 1/4; thence N 89° 30' 38" E, along the North boundary of said NDs, a distance of 30.04 feet to a point on the Nest right-of-way life of 62nd Street North; thence S 2° 34' 26" E, 30.00 feet from and parallel with said East boundary, a distance of 52.60 feet to a point on the Northeasterly right-of-way line of Florida Power Corporation's 225 foot wide transmission line right-of-way, and the Point of Beginning; thence continue S 2° 34' 26" E, 30.00 feet from and parallel with said East boundary, a distance of 24.01 feet to the point of curvature of a curve that is concave Easterly, having a radius of 560.00 feet; thence along the arc of said curve, a chord bearing and distance of 5 10° 37' 37" E, 156.90 feet; thence, N 71° 19' 13" E, 60.00 feet to a point on said Northeasterly right-of-way line; thence N 28° 38' 57" M, along said right-of-way line, 181.15 feet to the Point of Beginning. All being in the NE 1/4 and the NW 1/4 of Saction 32, Township 29 South, Range 16 East, Pinellas County, Florida, subject to rights-of-way and easements of record.

Containing 0.1422 Acres, more or less,

The state of the s

EXHIBIT "A"





#### DRAINAGE FASFMENT

THIS INDENTURE made this 25 day of October

A.D. 19 89, BETWEEN JAMES T. PAUL, 5055 Ulmerton Road, Clearwater, Florida of the County of Finelias and State of Florida, party of the first part, and PINELIAS COUNTY, a political subdivision of the State of Florida, ATTN: Engineering Right of Way Division, with offices located at 315 Court Street, Clearwater, Florida 34616, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to these in hand said by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the said party of the second part, a perpetual drainage easement over and across the following described property, together with ressonable access thereto for necessary construction or maintenance, lying in the County of Pinellas, State of Florida, to with

Lands described in legal description attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

| Company | Comp

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements,

James T. Paul to me well known and known to me to be person described in and he executed the foregoing instrument and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

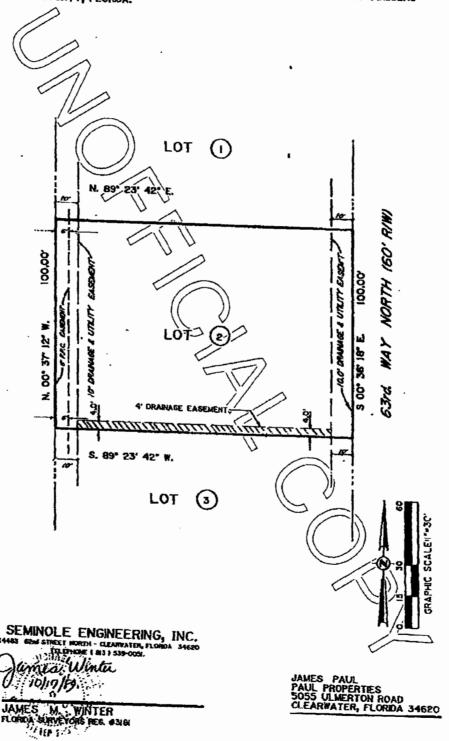
otary Public 26040193 GEM 11-30-89 /09:15:29 49,55 30000 OI RECORDING DOC STAMPS TÓTAL: \$9.5 A : . . . . **±0.55** CASH ANT. TEXCERED: HOLD FOR HIN/PH/ :1.1. **(1).** (i) 'i.F .\_\_\_\_ PINELLAS COUNTY R/W
SPECIAL ACCOUNT - MAY Riv Inter-office TOTAL & S

KARLEEN F. DEBLAKER, CLERK NOV 30, 1989 1157PH

Freezed by:
1 Bob Percell
Olds Court Street

# SECTION 5, TOWNSHIP 30 SOUTH, RANGE 16 E

THE SOUTH 4 FEET OF LOT 2 142nd AVENUE INDUSTRIAL PARK AS RECORDED IN PLAT BOOK 101, PAGE 37 AND 38 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



### OFFICIAL RECORDS ### BOOK 7141 PAGE 681

#### DRAINAGE FASEMENT

THIS INDENTURE made this 25 day of October

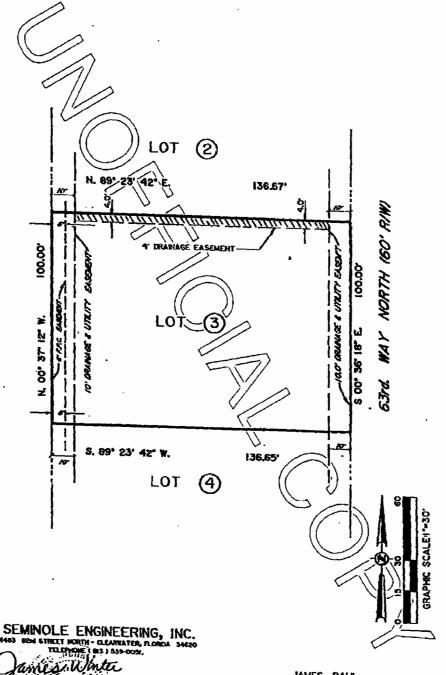
A.D. 1989, BETWEEN JAMES T. PANL, 5055 Ulmerton Road, Clearwater, Florida of the County of Pinelias and State of Florida, party of the first part, and PINELIAS COUNTY, a political subdivision of the State of Florida, ATMI Engineering.— Right of Way Division, with offices located at 315 Court Street, Clearwater, Florida 34616, party of the second part, WITNESSETM, that the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to these in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the said party of the second part, a perpetual drainage easement over and across the following described property, together with reasonable access thereto for necessary construction or maintenance, lying in the County of Pinellas, State of Florida, to wit: Q1 Tr -0-RI Lands described in legal description attached hereto 1 .3 .... and by this reference made a part hereof. 1. CP PIC RBY 55 of IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written. Signed, sealed and delivered in the presence of: L.S. Kitness Documentary Tax Pd . 55 8. Irrangitio Tox Pd.
Kerlean F. Coff an Clark, Pinelles County
By (Signatures of two witnesses required by Florida Law) Diguty Clark STATE OF FLORIDA COUNTY OF PINELLAS I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer onths and take acknowledgements, James T. Paul to me well known and known to me to be person described in and he executed the foregoing instrument and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed. A.D. 1985. By hand and official seal this 35 day Property by Bob Powell 13 Court Street resite, P. 13518 My Commission Expires: Notary Policie State of Floride My Compasses Ergies May 5, 1991 09:16:37 Notary E45146 DOC STAMPS **∮**0.55 40.55 TOTAL: :60:55 CASS AST. TEMPERED: 49.00 CHANSE: HOLD FOR: PINELLAS COUNTY R/W SPECIAL ACCOUNT - MAL

> KARLEEN F. DEBLAKER, CLERK NOV 30, 1989 1157FN

\*\*\* OFFICIAL RECORDS \*\*\* ROOK 7141 PAGE 682

# SECTION 5, TOWNSHIP 30 SOUTH, RANGE 16 E

THE NORTH 4 FEET OF LOT 3, 142nd AVENUE INDUSTRIAL PARK AS RECORDED IN PLAT BOOK 101, PAGE 37 AND 38 OF THE PUBLIC RECORDS OF PINELLAS



JAMES M. WINTER FLORIDA SURVEYORS REG. #388

JAMES PAUL PAUL PROPERTIES 5055 ULMERTON ROAD CLEARWATER, FLORIDA 34620



#### 76049874

DRAINAGE EASEMENT

G. R. 4398 PAGE 10

Creek
ranch No.6
Long B

day of March

A.D. 19<sup>76</sup>\_,

CITY OF LARGO, a municipal corporation BETWEEN

THIS INDENTURE, made this

of the County of Pinellas State of Florida , party of tifirst part, and PINELLAS COUNTY, a political subdivision of the State of of the Florida, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the said party of the second part, a perpetual drainage easement over, under and across porty of the second part, a perpetual drainage easement over, under and across the following described property; lying in the County of Pinellas, State of Florida, to wit: A part of Lot 9, Pinellas Groves Subdivision in the SEX of Section 31, Township 29 South, Range 16 East, as recorded in Plat Book 1, page 55, public records of Pinellas County, Florida, and more particularly described as follows: From the SW corner of the SEX of said Section 31, run along the south boundary of said section S 88°50'05" E., 15.02 ft.; thence N 1°41'48" W., 15.02 ft. to the P.O.B.; from the P.O.B. run parallel to the west boundary of said SEX N 1°41'48" W., 18.02 ft.; thence parallel to the south of said SEX and 33.00 ft. therefrom, S 88°50'05" E., 76.27 ft.; thence N 52°44'24" E., 91.72 ft.; thence again parallel to the said south boundary and 90.00 ft. therefrom, S 88°50'05" E., 501.99 ft. to the east boundary of said Lot 9; thence by the same S 1°48'07" E., 75.10 ft.; thence again parallel to the south boundary and 15.00 ft. therefrom, N 88°50'05" W., 653.10 ft. to the P.O.B. Containing 0.97652 acre, M.O.L.

Containing 0.97652 acre, M.O.L.
FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF DRAINAGE FACILITIES.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed in its name by its Mayor Ressident, and its corporate seal to be hereto affixed, attested by its City ClerkSeppetare, the date first above written.

Signed, sealed and delivered

in the presence of:

(Corporate Seal)

FLORIDA PINELLAS STATE OF COUNTY OF

Before me, the undersigned authority, this day personally appeared Warren Andrews

D. Russell Barr to me well known and known D. Russell Barr to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Mayor President and City Clerk Eddreksky, respectively, of the Corporation named in the foregoing instrument, and they severally acknowledged to and before me that they executed said instrument on behalf of and in the name of said corporation as such officers, that the seal affixed to said instrument is the corporate seal of said corporation and that it was efficient themselves the seal and recorporate authority. That they are duly affixed thereto by due and regular corporate authority, that they are duly authorized by said corporation to execute said instrument and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official day of March seal this ....2nd

Commission Expires mirjon Rupies Dock 28, 1979

Motary Public in and for the County and State aforesaid.

RETURN TO: PINELLAS COUNTY R/W SPECIAL ACCOUNT -

(Notarial Seal)

Long Branch Creek Parcel No. 5

### 6. R. 4416 PAGE 1298

DRAINAGE EASEMENT

MAY 28 3 25 PH '76

28MA76

1111

THIS INDENTURE, made this 2nd A.D. 19 76 day of DONALD J. JANS & DOROTHY A. JANS / his wife; and BETWEEN FRANK P. JANS & MARGARET T. JANS, his wife

76077392

part, and PINELLAS COUNTY, a political subdivision of the State of Florida, party of the second part, of the County of Pinellas

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant and release unto the said party of the second part, a perpetual drainage easement over, under and across the following described property, lying in the County of Pinellas, State of Florida, to wit:

re freings

A part of the west one half of the west one half of Lot 6, A part of the west one half of the west one half of Lot 6, Pinellas Groves Subdivision in the NE% of Section 6, Township 30 S., Range 16 E., as recorded in Plat Book 1, page 55, public records of Pinellas County, Pla., more particularly described as follows: From the NW corner of the NE% of said Section 6, run S 44°51'43" E., 21.60 ft. to the P.O.B.; from the P.O.B. run parallel to the north boundary of Section 6, S 88°50'05" E., 134.26 ft.; thence S 52°44'24" W., 166.64 ft.; thence parallel to the west boundary of said NE%, N 0°53'21" W., 103.63 ft. to the P.O.B. the P.O.B. 8.70 DS Containing 0.160 acre, M.O.L. 3.30 ST

For the construction, operation, and maintenance of drainage facilities,

This camement may be used for access to the above lot if

IN WITNESS WHEREOF, the said part hand and seal the day and of the first part ha hereunto the day and year first above written.

SIGNED, SEALED AND DELIFERED IN THE PRESENCE OF:

Signature of two witnesses required by Florida Law
STATE OF Low da

STATE OF COUNTY OF CHILD AND I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments.

NONALA TOROTHY A. MALS AND FRANK A. W. MARGARET L. TANS to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal the 2nd \_, A. D. 19<u>76</u>.

day of

My Commission Expires;

RETURN TO: PINELLAS COUNTY R/W SPECIAL ACCOUNT -

•	-01 Cas 40 Rec	11 Chg 150
	41 DS	<u>150</u> _
	43 Int	
		,5000
	Tot	12000

85246499

O.R. 6119 PAGE 218

DRAINAGE EASEMENT

A.D. 1986
A.D. 1986

BETWEEN

ROOSEVELT BRADFORD ASSOCIATES, a Florida Partnership

of the County of Pinellas and State of Florida, party of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, with offices at 315 Court Street, Clearwater, Florida 33516, party of the second part,

WITNESSERH, that the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the said party of the second part, a perpetual drainage easement over and across the following described property, together with reasonable access thereto for necessary construction or maintenance, lying in the County of Pinellas, State of Florida, to wit:

Lands described in "Lagal Description" attached hereto 20140740878 72 1. 218085 by this reference made a part hereof. 41 9.50 9.50 0.50 0.60 CASH

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Jayle Hilbur Justices

Libyne D. Mirci.

Harles O. Dellade

\_\_\_L.S.

(Signatures of two witnesses required by Florida Law)

SLERK EINCHT COUPT

How 21 4 26 PH 'AS

STATE OF Horida COUNTY OF Hellsbernigh

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, like property one well known and known to me to be person described in and the executed the foregoing instrument and the acknowledged before me that the executed the same freely and voluntarily for the purposes therein expressed.

A.D. 1985. my hand and official seal this 13th day Molabel

My Commission Expires:

11-25-88

Can Alason Notary Pablic

HOLD FOR!

PINELLAS COUNTY R/W

SPECIAL ACCOUNT - MH

Prepared by: Sab Pewell 13 Court Street awater, Ft. 33516

L

0.R. 6119 PAGE 219

#### DRAINAGE EASEMENT LEGAL DESCRIPTION

The West 20.00 feet of the following described tract;

Lots 1, 2, 3, 4, 5 and 6, less right of way for Accessell Boulevard (State Road 686) as described in O.R. Book 1871, page 675 and O.R. Book 1706, page 6, together with Lots 17, 16, 19, 20, 21 and 22 and that pact of Michigan Avenue as vacated in O.R. Book 4160, page 234, all in NORMA MAE SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 22, page 123, Public Records of Pinellas County, Plorida.

Pinellas County, Plorida

Prepared By:

George F. Young, Inc.

Prepared For:

Pinelles County

Order Number: Date:

85 14 0358 October 7, 1985

To the best of my knowledge the preceding description conforms to the minimum requirements of Chapter 212HH-6; Florida Administrative Code.

Name of Partnership granting the easemen

Names of Partners:

Address:

Roomevelt Bradford Associates
Wayne D. Mucci - 5.49: 42
John H. Harling
Jules H. Marling

500 N. Westshore Blvd. Suite 645 Suite 645 Tamps, Florida 33604

CCT 25 . . .

17.17 ... .. v. v. 275

Attachment 7

70125391

O.R. 3455 PAGE 273

Starkey Rd. (C.R. 136) Parcel No. 239 D.E.

DRAINAGE EASEMENT

THIS INDENTURE, made this 28 day of December , A.D. 1970,

BETWEEN MADELINE HENNEBERGER

of the County of Circles and State of Blouds , part / first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, party of the second part,

WITNESSETH, that the said part / of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to have in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant and release unto the said party of the second part, a perpetual drainage easement over and across the following described property, lying in the County of Pinellas, State of Florida, to wit:

That part of Lot 6, Pinellas Groves Subdivision in the Northwest quarter (NWk) of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, page 55, Public Records of Pinellas County, Florida, lying within 45 feet of the North boundary of the East 300 feet of the West 360 feet of the West boundary of said Section 1.

DEC 2978

IN WITNESS WHEREOF, the said part of the first part has here-cunto set handS and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

DOCUMENTARY TAX

STATE OF COUNTY OF

I HEREBY CERTIFY that on this day personally appeared before me. an officer duly authorized to administer oaths and take acknowledgements,

to me well known and known to me to be the person described in and who executed the foregoing instrument and all acknowledged before me-that executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 28 🚾 day of december, A.D. 1970.

My Commission Expires: ROTHY FURLE, STATE OF FLORIDA AT LARGE AY COMMISSION ENTHRES MAR. 29, 1974 BONDED THRU FRED W. DIESTELHORST



s. r. 4418 page 543

IN THE CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA CIRCUIT CIVIL NO. 76-3869-20

PINELLAS COUNTY, a political subdivision of the State of Florida,

Plaintiff,

٧s.

GROLIER PROPERTIES, INC., et al.,

Defendants.



#### ORDER OF TAKING

THIS CAUSE coming on to be heard by the Court, and it appearing that proper notice was first given to all the Defendants, and all persons having or claiming any equity, lien, title, or other interest in or to the real property described in the Petition, that the Petitioner would apply to this Court on the 2nd day of June, A. D., 1976, for an Order of Taking, and the Court being fully advised in the premises, upon consideration, it is, therefore,

#### ORDERED AND ADJUDGED:

- That the Court has jurisdiction of the subject matter of and the parties to this cause.
- That the pleadings in this cause are sufficient and the Petitioner is properly exercising its delegated authority.
- 3. That the Estimate of Value filed in this cause by the Petitioner was made in good faith, and based upon a valid appraisal.
- 4. That pursuant to the stipulation of the parties, the legal description of Parcel Number 7 contained in the pleadings heretofore filed in this cause is hereby amended to conform with the legal description of said parcel contained in Paragraph 6 hereinbelow.



#### o. r. 4418 PAGE 544

- 5. That pursuant to the stipulation of the parties, the legal description as to Parcel Number 8 is amended to reflect the taking of the fee simple title to the property as public right of way.
- 6. That the Petitioner is entitled to possession of the following-described property and property interests prior to the entry of a Final Judgment, to-wit:

- 2 -

D. P. 4418 PAGE 545

Long Branch Creek

Parcel No. 4

DRAINAGE EASINERT

NOT INCLUDED IN TRANSFER

: 1145

A parpetual drainage easement over, under and across the following described property; lying in the County of Pincellas, State of Florida, to wit:

From the NE corner of the NWW of Section 6, Township 30 South, Range 16 East, run S 45°57'42" W., 41.12 ft.; thence S 0°53'21" E., 93.15 ft. along a line parallel to and 30.00 ft. west of the north/south half section line of said Section 6, said line being also the east boundary of Newport Unit 2, as recorded in Plat Book 57, page 21, public records of Pinellas County, Plorida, and the P.O.B.; from the P.O.B. run S 52°44'24" W., 677.01 ft. along the southerly right of way line of a'50.00 ft. wide canal to a P.C.; thence by a curve to the right having a radius of 540.86 ft., an arc of 577.59 ft. and a chord bearing S 83°20'01.5" W., 550.53 ft. to a P.T.; thence N 66°04'21" W., 684.54 ft.; thence S 0°36'15" E., 27:48 ft.; thence parallel to said right of way line and 25.00 ft. therefrom, S 66°04'21" E., 673.13 ft. to a P.C.; thence by a curve to the left having a radius of 565.86 ft. an arc of 604.30 ft. and a chord bearing N 83°20'01.5" E., 575.99 ft. to a P.T.; thence still parallel to said right of way line N 52°44'24" E., 677.22 ft.; thence parallel to the east boundary of the NWk of Said Section 6 and 15.00 ft. therefrom, N 0°53'21" W., 19.54 ft.; thence N 89°07'01" W., 15.02 ft. to the P.O.B. Containing 1.13150 acre, M.O.L.

For construction, operation, and maintenance of drainage facilities.

Parcel No. 4-CE

TEMPORARY CONSTRUCTION EASEMENT NOT INCLUDED IN TRANSFER

A temporary easement for construction on private property on and over the following described property, lying in the County of Pinellas, State of Florida, to wit:

From the NE corner of the NWk of Section 6, Township 30 South, Range 16 East, run S 45°57'42" W., 41.12 ft.; thence S 0°53'21" E., 93.15 ft. along a line aprallel to and 30.00 ft. west of the north/south half section line of said Section 6, said line peing also the east boundary of Kewport, Unit 2, as recorded in Plat Book 57, page 21, public records of Pinellas County, Florida; thence S 52°44'24" N., 677.01 ft. along the southerly right of way line of a 50.00 ft. dedicated Canal right of way; thence S 37°15'36" E., 25.00 ft. to the P.O.B.; from the P.O.B. run S 52°44'24" W., 299.68 ft. to a P.C.; thence by a curve to the right having a radius of 59.00 ft., an arc of 63.01 ft. and a chord bearing S 83°20'02" W., 60.06 ft. to a P.T.; thence of 66°04'21" W., 299.68 ft.; thence by a curve to the left having a radius of 565.86 ft., an arc of 604.30 ft. and a chord bearing N 83°20'02" E., 575.99 ft. to the P.O.B.

Containing 0.412 acre, M.O.L.

Said temporary easement being for the purpose of filling, grading, and sloping that portion of owner's property as described above which lies adjacent to the construction area of Long Branch Creek Canal.

Said temporary easement to expire one (1) year from the effective date of the Order of Taking awarding said easement.

EXHIBIT "C"

Page 1

THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR

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A. R. 4418 PAGE 546

Long Branch Creek Purcels : and 4-CE

OWNED BY: Grolier Properties, Inc., formerly known as Grolier Development Corp. 1399 South Belcher Road Office of Kings Manor Hobile Home Park Largo, Florida 35540

Corp. Vice President: Kenneth R. Flowers

SUBJECT TO:

...

Mortgage and Security Agreement, held by:

John J. Cummings Jr., and Jean E. DeValpine, et al, as Trustees of Realty Income Trust 40 Westminister Street Providence, Rhode Island 02903

c/o Robert P. Freeman, Attorney Vice President and General Counsel for Realty Income Trust 40 Westminister Street Providence, Rhode Island 02903

Mortgage held by:

Industrial Bank of Rhode Island 111 Westminister Street Providence, Rhode Island 02903

Vice President: R. G. Truslorio Chairman of the Board: John Simmen

Mortgage held by;

Mr. Carlo R. Caffuzzi Milbank, Twee, Hadley & McLoy One Chase Manhattan Plaza New York, New York 10005

#### Easement

Florida Power Corporation 3201-34th Street North St. Petersburg, Florida 33713

President: Andrew H. Hines

THIS INSTRUMENT ě ORIGINAL

P008

EXHIBIT "C"

s. r. 4418 PAGE 547

NOT INCLUDED IN TRANSFER

11.172

Long Branch Creek Parcel No. 5

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DRAINAGE EASEMENT

A perpetual drainage obsement over, under and across the following described property, lying in the County of Pinellas, State of Florida, to wit:

A part of the west one half of the west one half of Lot 6, Pinellas Groves Subdivision in the NE% of Section 6, Pownship 30 South, Range 16 East, as recorded in Plat Book 1, page 55, 30 South, Range 16 East, as recorded in Plat Book 1, page 55, 30 South, Range 16 East, as recorded in Plat Book 1, page 55, 30 South, Range 16 East, as recorded in Plat Book 1, page 55, 30 South, Range 16 East, as recorded in Plat Book 1, page 55, 30 South, Page 55,

Containing 0.160 acre, M.O.L.

For the construction, operation, and maintenance of drainage facilities.

OWNED BY:

Donald J. Jans & Dorothy A. Jans, his wife; and Frank P. Jans & Margaret T. Jans, his wife

Dr. & Mrs. Donald J. Jans, reside at: 7012-150th Avenue North Largo, Florida 33540

Mr. & Mrs. Frank P. Jans, reside at: 6400-114th Street North Seminole, Florida 33542

b

EXHIBIT "C"

a. 1.4418 PAGE 548

MARKET !

Long Branch Creek Parcel No. 7

RIGHT OF WAY

The following described parcel of land, situate lying and being in the County of Pinellas, State of Florida, to wit:

The north 57.00 feet of the south 90.00 feet of the east one half of the SWk of the SEk of Section 31, Township 29 South, Range 16 East

ALSO, the north 57.00 feet of the south 90.00 feet of the west one half of the SE% of the SE% of Section 31, Township 29 South, Range 16 East. Being a part of Lots 10, 11, 12 and 13, Pinellas Groves Subdivision in the SE% of said Section 31, as recorded in Plat Book 1, page 55, public records of Pinellas County, Florida.

Containing 1.74859 acre, N.O.L.

As Public Right of Way

OWNED BY:

Herstan, Inc. La Plaza Mobile Home Park 6700-150th Avenue North Largo, Florida 33540

President: Stanley DeCoveny
Penthouse Green Condominum Apts.
225 Country Club Drive
Largo, Florida 33540

SUBJECT TO:

Mortgage held by: Wagner Osborn, Jr., doing business as Lealman Trailer Court 3301 - 58th Avenue North St. Petersburg, Florida 33714

SUBJECT TO:

Easement

Florida Power Corporation 3201 - 34th Street South St. Petersburg, Florida 33713

President: Andrew H. Hines

EXHIBIT "C"

Page 4

#### 1. 2.4418 PAGE 549

#### NOT INCLUDED IN TRANSFER

1 23011

Long Branch Creck Parcel No. 8

RIGHT OF WAY

The following described parcel of land, situate lying and being in the County of Pinellas, State of Florida, to-wit:

A part of Lot 14, Pinellas Groves Subdivision, in the SE% of Section 31, Township 29 South, Range 16 East, as recorded in Plat Book 1, page 55, public records of Pinellas County, Florida, and more particularly described as follows:

From the SE corner of sald Section 31, run along the south boundary thereof N 88°50'05" W., 638.10 ft., thence N 2°00'43" W., 33.05 feet to the north boundary of a 33.00 ft. right of way and the east boundary of a 30.00 ft. Drainage Easement, as the same is recorded in O.R. 2695, page 358 of the public records of same is recorded in O.R. 2695, page 358 of the public records of same is recorded in O.R. 200'43" W., 569.00 ft. to a point along said east boundary N 2°00'43" W., 569.00 ft. to a point along said east boundary N 2°00'43" W., 569.00 ft. to a point 70.00 feet south of the north boundary of said Lot 14, thence parallel to said north boundary S 88°51'30" E., 20.03 feet; thence S 1°00'15" E., 568.54 ft. the aforementioned 33.00 ft. tright of way; thence by the same N 88°50'05" W., 10.02 ft. to the P.O.B.

Containing 0.19623 acre, M.O.L.

For the construction, operation, and maintenance of drainage facilities.

OWNED BY:

King Motor Center, Inc. 700 - 900 East Sunrise Blvd. Ft. Lauderdale, Florida 33 33304

Corporation President: Joseph A. King Corp. Vice President: Roy P. Lund

SUBJECT TO:

Mortgage held by: General Motors Acceptance Corp. P. O. Box 23150 1400 East Oakland Park Blvd. Ft. Lauderdale, Florida 33307

Mr. T. Hynes, Manager

SUBJECT TO:

Lease to: Orpheum Corporation 15000 U.S. 19 South Largo, Florida 33540

Corporation President: Robert Johnson Corp. Vice President: Robert Lewis

EXHIBIT "C"

Page 5



Long Branch Creek Parcel No. 9

DRAINAGE EAGEMENT

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NOT INCLUDED IN TRANSFER

0. P. 4418 PAGE 550

A perpetual drainage easement over, under and across the following described property; lying in the County of Pinchlas, State of Florida, to wit:

The east 20.00 feet of the west 50.00 feet of the north 70.00 feet of Lot 14, and the east 20.00 feet of the west 50.00 feet of the south 131.70 feet of Lot 15, Pinellas Groves Subdivision, in the SE% of Section 31, Township 29 South, Range 16 East.

Containing 0.09261 acre, N.O.L.

For construction, operation, and maintenance of drainage facilities

OWNED BY:

Wilder Mobile Homes, Inc. 3925 Tiffany Terrace Decataur, Illinois 62526

. Corporation President: Maurice Wilder

SUBJECT TO:

Mortgage held by: Exchange Bank & Trust Co. of Clearwater 1640 Gulf to Bay Boulevard Clearwater, Florida 33515

President: William G, Barnett

SUBJECT TO:

Mortgage held by: Roy E. Strickland, Jr. 2130 Gulf to Bay Boulevard Clearwater, Florida 33515

EXHIBIT "C"

Page 6



#### a. a. 4418 mate 551

Upon payment into the registry of this Court, the deposit hereafter specified, and that said deposit of money will fully secure and fully compensate the persons lawfully entitled to compensation, as will be determined ultimately by Final Judgment of the Court, and which said sum of money to be deposited is in no instance less than the value of each parcel of said land, as fixed by the Estimate of Value as set by the Petitioner.

PROVIDED, FURTHER, that the said sum of money in the total amount of <a href="Three Hundred Twenty-Five Thousand">Three Hundred Twenty-Five Thousand</a> (\$325,000.00)

Dollars shall be deposited in the registry of this Court within twenty (20) days after the date of this Order, and, upon making such deposit, the Petitioner shall notify, in writing, all attorneys of record, and those Defendants not represented by Counsel, that the deposit has been made, and that on <a href="date of deposit">date of deposit</a>, the Petitioner shall be entitled to possession of the property and property interests in the Petition without further notice or Order of this Court.

If the Petitioner shall default in the depositing of said sum of money within the time provided, this Order shall be void and of no further force or effect.

DONE AND ORDERED in Chambers, Clearwater, Pinellas County, Florida, this 2 wd day of June, 1976.

M / Conac