

This Instrument Prepared By:
Kathy Griffin
Action No. 48482
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 43040
BOT FILE NO. 520368134
PA NO. 47046961

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Pinellas County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in Section 10, Township 28 South, Range 15 East, in Brooker Creek, Pinellas County, Florida, containing 4,859 square feet, more or less, as is more particularly described and shown on Attachment A, dated February 28, 2023.

TO HAVE THE USE OF the hereinabove-described premises for a period of 50 years from November 20, 2023, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above-described parcel of land shall be used solely for public transportation purposes and Grantee shall not engage in any activity related to this use except as described in the Southwest Florida Water Management District Environmental Resource Permit No. 47046961, dated July 14, 2023, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor, or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors, and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors, and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Pinellas County Public Works
Attn: Public Works Director
22211 U.S. HWY 19 N, Bldg 1
Clearwater, FL 33765

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged, and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(65), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for
and on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____
20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 3/31/2024
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Signature: *Derelynn Revie*

Printed Name: Derelynn Revie

Address: 315 Court Street, Room 537

Clearwater, FL 33756

Signature: *Christian Eres*

Printed Name: Christian Eres

Address: 315 Court Street, Room 537

Clearwater, Florida 33756

Pinellas County, Florida (SEAL)

By its Board of County Commissioners

BY: *Kathleen Peters*
Original Signature of Executing Authority

Kathleen Peters

Typed/Printed Name of Executing Authority

Chair

Title of Executing Authority

ATTEST: KEN BURKE, CLERK



By: *Derelynn Revie*

“GRANTEE”

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or X online notarization this 14 day of May, 2024, by Kathleen Peters as Chair, for and on behalf of Board of County Commissioners of Pinellas County, Florida. She is personally known to me or who has produced _____, as identification.

My Commission Expires: August 9, 2025



Christian Eres
Signature of Notary Public

Notary Public, State of FLORIDA

Christian Eres

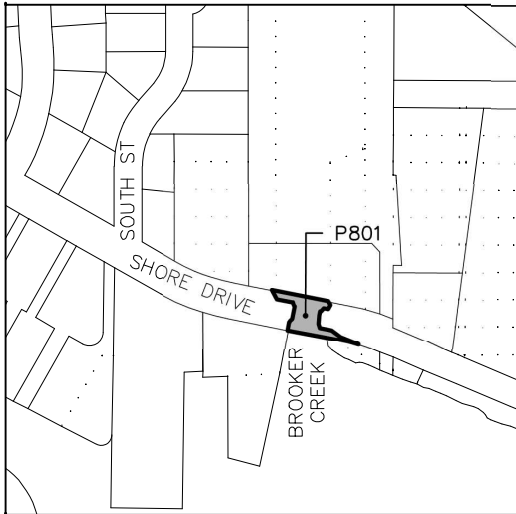
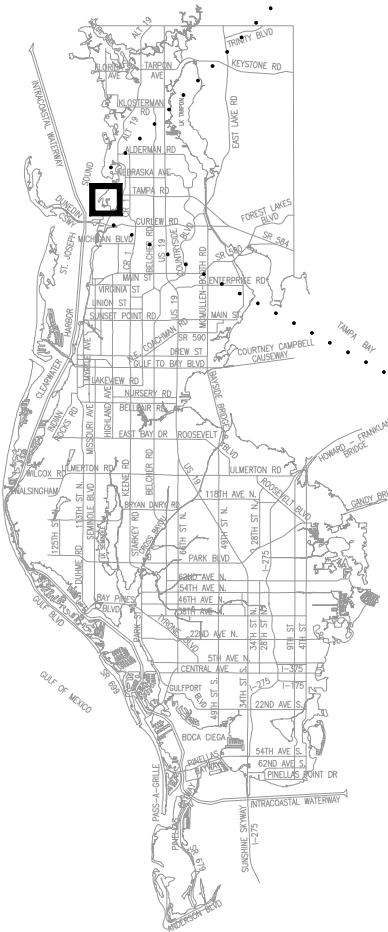
Printed, Typed or Stamped Name

Commission/Serial No. HH 162741

PINELLAS COUNTY
 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328
 PHONE # (727) 464-8904



PINELLAS COUNTY MAP



SURVEYOR'S NOTES:

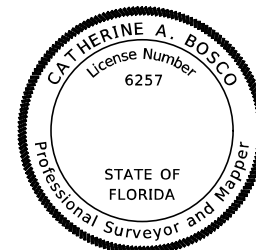
1. This Sketch and Description was prepared with the benefit of a Specific Purpose Survey for Right of way limits of Shore Drive from Lagoon Drive to Orange Street certified by the undersigned on February 14, 2023 (Pinellas County Survey File Number 1701), together with a Topographic Survey of Shore Drive from Lagoon Drive to Orange Street certified by Christopher Wild with DRMP on February 21, 2023 (Pinellas County Survey File Number 1701) for Mean High Water Line and existing conditions. Proposed improvements are depicted in accordance with drawings provided by Leo Rodriguez, PE, DRMP on February 1, 2023 for proposed conditions.
2. Bearings and coordinates are referenced to the West Zone of the Florida State Plane Coordinate System, North American Datum of 1983, 2011 adjustment (NAD83/2011), based on the surveys referenced above. Coordinates and distances are in US Survey Feet.
3. Mean High Water elevation at this location is 0.76 ft North American Datum of 1988 (NAVD88) according to a Florida Department of Environmental Protection Tidal Water Survey Procedural Approval dated March 29, 2022.
4. Vegetation lines shown hereon were taken from aforesaid Topographic Survey and 2022 Pinellas County Orthophotography taken in 2/2022.
5. The Easterly extension of the Southerly right of way line of Shore Drive, same being the North line of WITTHOEF'S REPLAT, as recorded in Plat Book 29, Page 85 Public Records of Pinellas County, Florida, is perpendicular to the East line of said WITTHOEF'S REPLAT and the exiting seawall. Said line is considered the riparian line in accordance with the Florida Department of Environmental Protection Guidelines for Allocation of Riparian Rights dated 2/26/2013, located on Labins.org.

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description has been electronically signed and sealed using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

Catherine A. Bosco 2023.02.28 10:10:11 -05'00'

CATHERINE A. BOSCO, PROFESSIONAL SURVEYOR AND MAPPER DATE
 LICENSE NUMBER: 6257, STATE OF FLORIDA



S.F.N.: 1701	P.I.D.: 004979A	CALCULATED BY: RAC	CHECKED BY: GD	Pinellas County Survey and Mapping Division
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SEAL

Parcel No.: P801

SHEET: 1 of 7

EXHIBIT _____

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PINELLAS COUNTY
 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328
 PHONE # (727) 464-8904



SECTION 11, TOWNSHIP 28 SOUTH, RANGE 15 EAST

DESCRIPTION

That part of the Brooker Creek sovereign lands of the State of Florida that lie within the following described area:

Commence at the Westerly-most Northwest corner of Lot 9, OZONA SHORES FIFTH ADDITION, according to the plat thereof as recorded in Plat Book 63, Page 36, Public Records of Pinellas County, Florida; thence along the Northwesterly line of said Lot 9, 44.69 feet along the arc of a curve to the right, said curve having a radius of 20.00 feet, central angle of 128°01'10", chord bearing and distance of N77°26'29"E, 35.95 feet to a point of reverse curve, a radial to said point being S51°27'04"W; thence continue along the Northerly line of said Lot 9, 81.60 feet along the arc of a curve to the left, said curve having a radius of 214.40 feet, central angle of 21°48'23", chord bearing and distance of S49°27'07"E, 81.11 feet to a point of tangency; thence continue along the Northerly line of said Lot 9 and the Northerly line of Lots 11 through 20 inclusive, said OZONA SHORES FIFTH ADDITION, the Northerly line of OZONA CLUB MARINA CONDOMINIUM, Condominium Plat Book 165, Page 31, Public Records of Pinellas County, Florida, and the Northerly line of WITTHOEFT'S REPLAT according to the plat thereof as recorded in Plat Book 29, Page 85, Public Records of Pinellas County, Florida, same being the Southerly right of way line of Shore Drive (County Road Number 37), the following four (4) courses; (1) thence S60°21'19"E, 590.11 feet to a point on a (non) tangent curve, a radial to said point being S29°55'01"W; (2) thence 83.24 feet along the arc of a curve to the left having a radius of 392.26 feet, through a central angle of 12°09'33", a chord bearing and distance of S66°09'46", 83.09 feet to a point of compound curve, a radial to said point being S17°31'32"W; (3) thence 46.70 feet along the arc of a curve to the left, a radius of 556.46 feet, through a central angle of 04°48'32", a chord bearing and distance of S74°52'44"E, 46.69 feet; (4) thence along a non-tangent line, S79°18'00"E a distance of 111.31 feet to a point of intersection of the Southerly right of way line of Shore Drive, same being the Northerly line of aforesaid WITTHOEFT'S REPLAT, with the Westerly Mean High Water line of Brooker Creek and the Point of Beginning; thence along said Westerly Mean High Water Line the following eleven (11) courses; (1) N10°36'45"E, for a distance of 15.56 feet; (2) thence S79°23'11"E, for a distance of 0.30 feet; (3) thence N31°22'44"E, for a distance of 2.84 feet; (4) thence N47°38'44"E, for a distance of 5.36 feet; (5) thence N10°48'57"E, for a distance of 23.33 feet; (6) thence N78°55'33"W, for a distance of 0.60 feet; (7) thence N22°24'41"W, for a distance of 4.78 feet; (8) thence N17°26'28"W, for a distance of 3.03 feet; (9) thence S71°35'29"W, for a distance of 0.47 feet; (10) thence N79°10'14"W, for a distance of 29.25 feet; (11) thence N28°23'49"W, for a distance of 19.56 feet to a point on the Northerly line of the lands described in Official Records Book 4482, Page 2114, Public records of Pinellas County, Florida; thence departing said Westerly Mean High Water line, along said Northerly line of lands described in Official Records Book 4482, Page 2114, S78°47'49"E, a distance of 104.79 feet to the intersection of said Northerly line with the Easterly Mean High Water Line of Brooker Creek; thence along said Easterly Mean High Water Line the following (15) courses; (1) thence S33°06'51"E, for a distance of 8.42 feet; (2) thence S29°46'45"W, for a distance of 8.71 feet; (3) thence N78°49'19"W, for a distance of 8.18 feet; (4) thence S41°11'26"W, for a distance of 7.33 feet; (5) thence S83°47'03"W, for a distance of 1.79 feet; (6) thence S10°56'56"W, for a distance of 7.89 feet; (7) thence S05°16'29"W, for a distance of 15.67 feet; (8) thence S21°05'26"E, for a distance of 4.58 feet; (9) thence S14°57'57"E, for a distance of 3.12 feet; (10) thence S79°19'08"E, for a distance of 14.29 feet; (11) thence S76°41'56"E, for a distance of 7.80 feet; (12) thence S53°12'07"E, for a distance of 20.99 feet; (13) thence S71°24'46"E, for a distance of 2.62 feet; (14) thence S67°54'25"E, for a distance of 25.95 feet; (15) thence S65°51'23"E, for a distance of 6.17 feet to a point of intersection with the Southerly right of way line of aforesaid Shore Drive, said point also being on the Southerly line of the lands described in Official Records Book 4482, Page 2116, Public Records of Pinellas County, Florida, said point also being on a point of curve, a radial to said point being N15°41'49"E; thence departing said Easterly Mean High Water line, along the Southerly line of said lands described in aforesaid Official Records Book 4482, Page 2116, 18.68 feet along the arc of a curve to the left, having a radius of 382.00 feet; through a central angle of 02°48'07", a chord bearing and distance of N75°42'14"W, 18.68 feet to a point on the Easterly extension of the Southerly right-of-way line of Shore Drive; thence along said Easterly extension, N79°18'00"W, a distance of 113.60 feet to a point on the aforesaid Westerly Mean High Water line of Brooker Creek and the Point of Beginning.

Containing 4,859 square feet or 0.11 acre, more or less.

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S.F.N.: 1701	P.I.D.: 004979A	CALCULATED BY: RAC	CHECKED BY: GD	Pinellas County Survey and Mapping Division
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SEAL

Parcel No.: P801

SHEET: 2 of 7

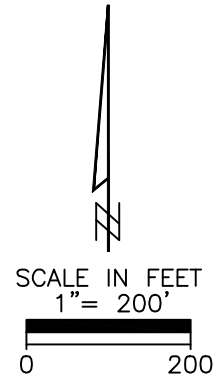
EXHIBIT _____

PINELLAS COUNTY
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 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328
 PHONE # (727) 464-8904

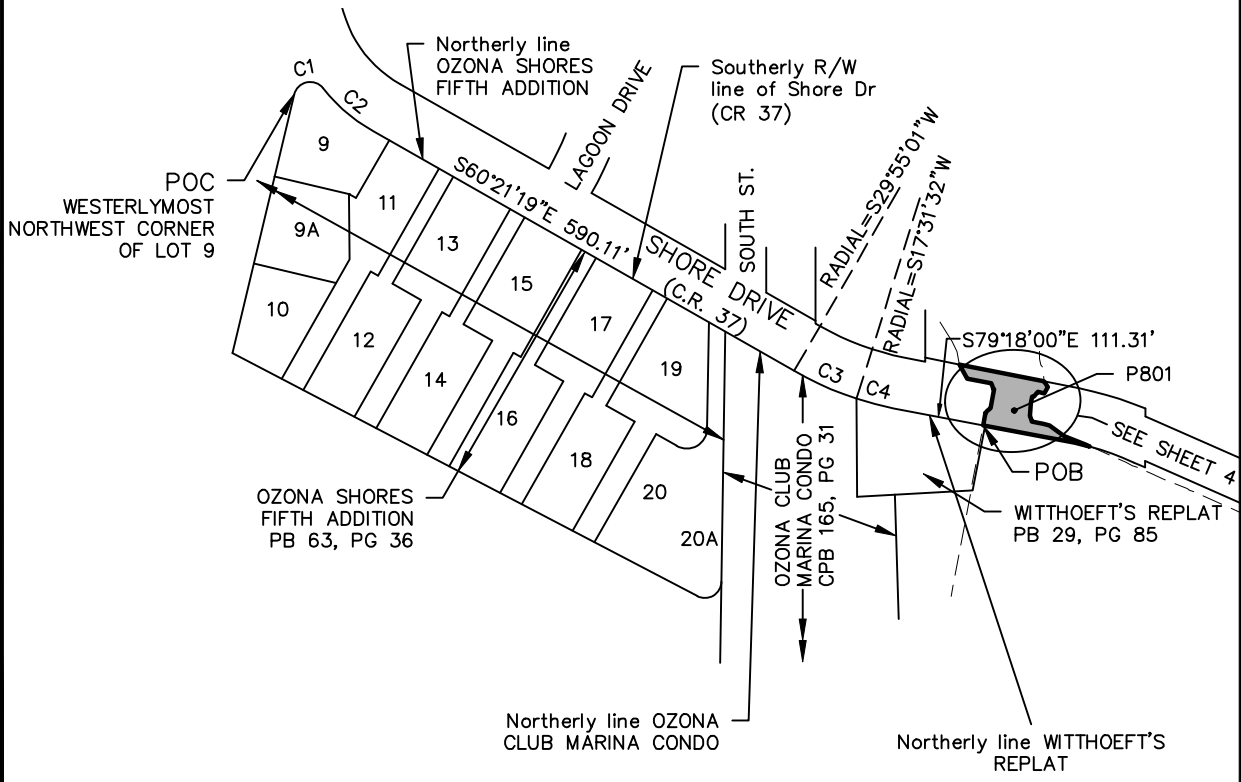


SECTION 11, TOWNSHIP 28 SOUTH, RANGE 15 EAST
 SKETCH - NOT A FIELD SURVEY

LEGEND	
CPB	CONDOMINIUM PLAT BOOK
C.R.	COUNTY ROAD
OR	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY



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Parcel No.: P801
 SHEET: 3 of 7

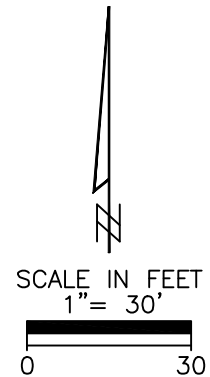
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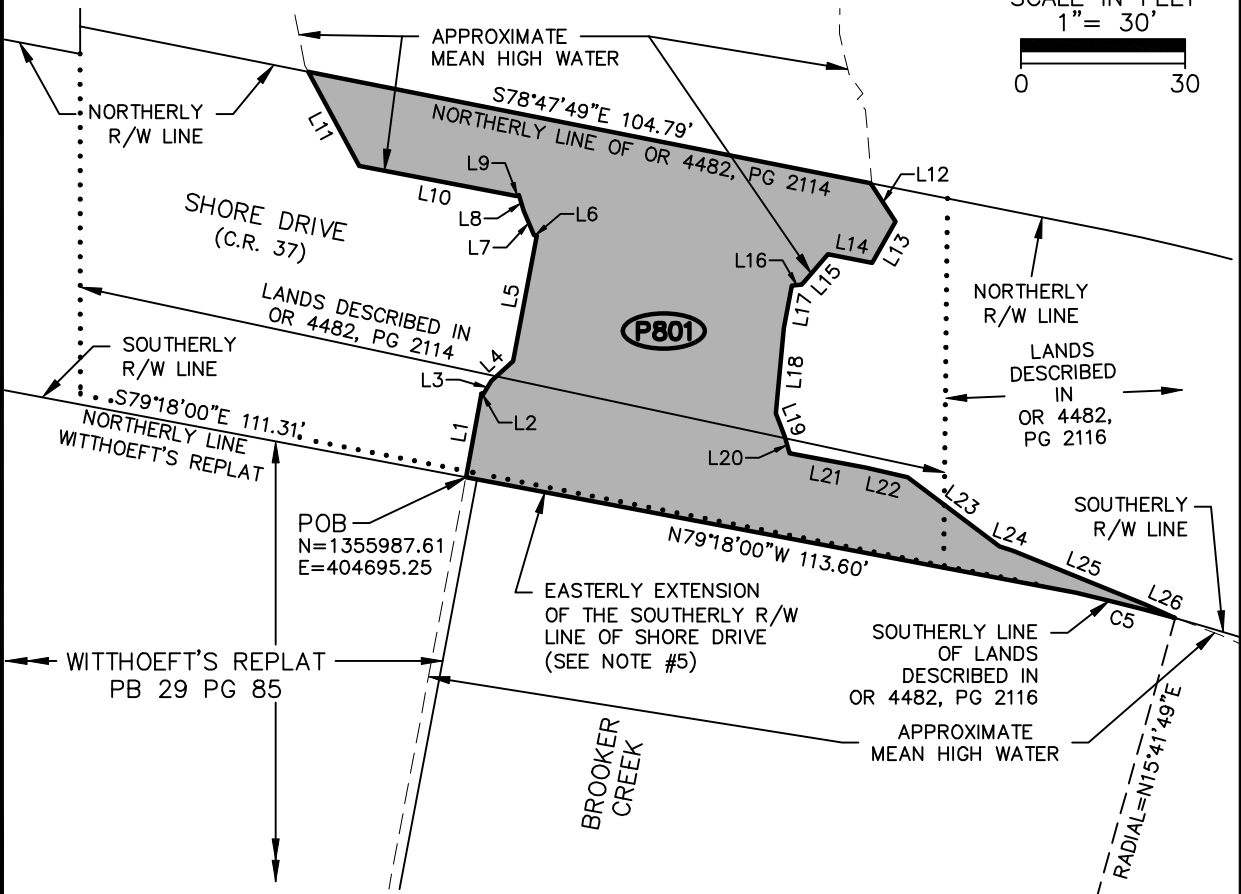


SECTION 11, TOWNSHIP 28 SOUTH, RANGE 15 EAST
 SKETCH - NOT A FIELD SURVEY

See sheet 5 for line & curve table



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Parcel No.: P801

EXHIBIT _____

SHEET: 4 of 7

PINELLAS COUNTY
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LINE TABLE		
LINE #	BEARING	LENGTH
L1	N10°36'45"E	15.56'
L2	S79°23'11"E	0.30'
L3	N31°22'44"E	2.84'
L4	N47°38'44"E	5.36'
L5	N10°48'57"E	23.33'
L6	N78°55'33"W	0.60'
L7	N22°24'41"W	4.78'
L8	N17°26'28"W	3.03'
L9	S71°35'29"W	0.47'
L10	N79°10'14"W	29.25'
L11	N28°23'49"W	19.56'
L12	S33°06'51"E	8.42'
L13	S29°46'45"W	8.71'

LINE TABLE		
LINE #	BEARING	LENGTH
L14	N78°49'19"W	8.18'
L15	S41°11'26"W	7.33'
L16	S83°47'03"W	1.79'
L17	S10°56'56"W	7.89'
L18	S05°16'29"W	15.67'
L19	S21°05'26"E	4.58'
L20	S14°57'57"E	3.12'
L21	S79°19'08"E	14.29'
L22	S76°41'56"E	7.80'
L23	S53°12'07"E	20.99'
L24	S71°24'46"E	2.62'
L25	S67°54'25"E	25.95'
L26	S65°51'23"E	6.17'

CURVE TABLE					
CURVE #	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	20.00'	44.69'	35.95'	N77°26'29"E	128°01'10"
C2	214.40'	81.60'	81.11'	S49°27'07"E	21°48'23"
C3	392.26'	83.24'	83.09'	S66°09'46"E	12°09'33"
C4	556.46'	46.70'	46.69'	S74°52'44"E	4°48'32"
C5	382.00'	18.68'	18.68'	N75°42'14"W	2°48'07"

S.F.N.: 1701	P.I.D.: 004979A	CALCULATED BY: RAC	CHECKED BY: GD	Pinellas County Survey and Mapping Division
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Parcel No.: P801

SHEET: 5 of 7

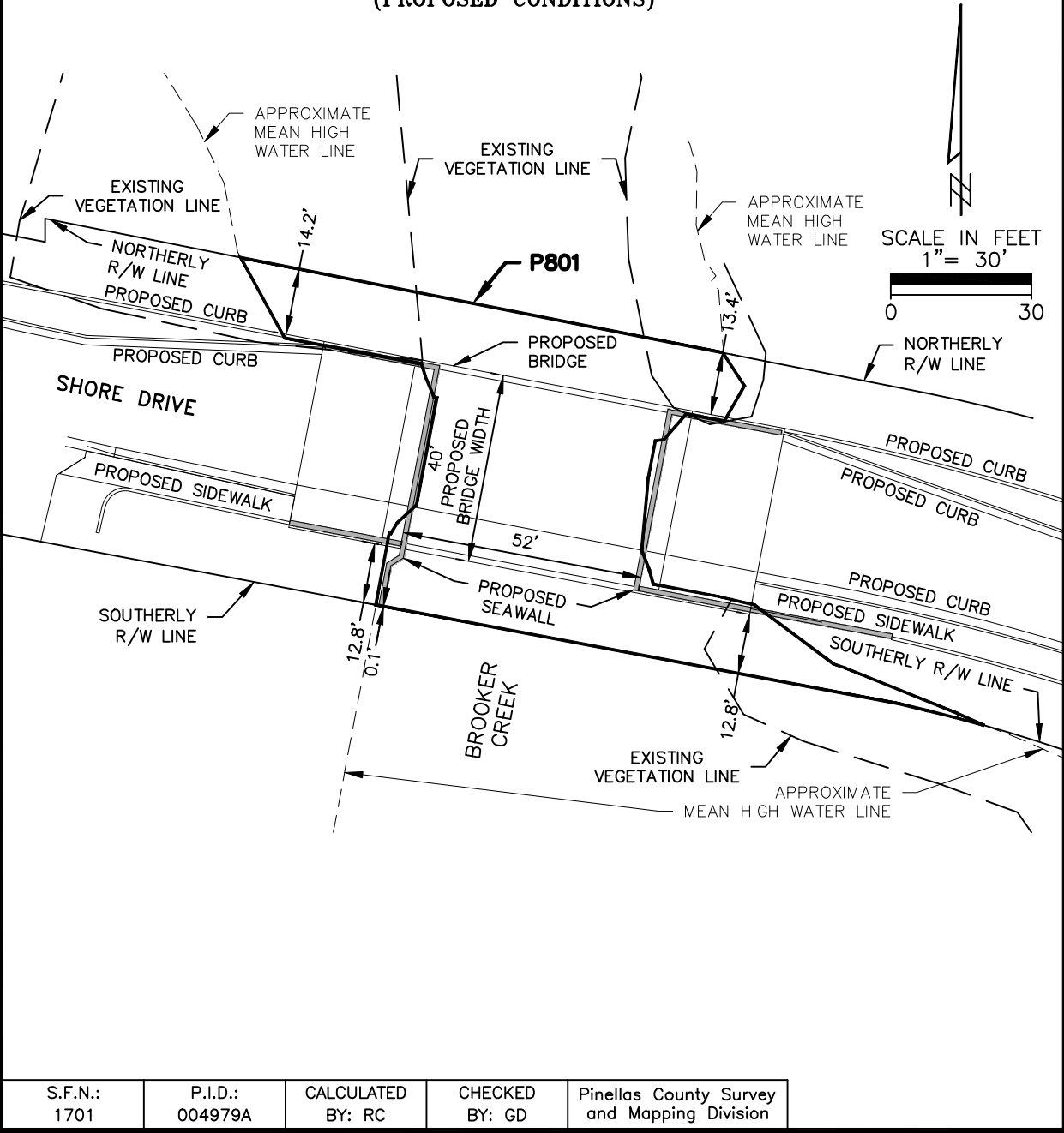
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PINELLAS COUNTY
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 PHONE # (727) 464-8904



SECTION 11, TOWNSHIP 28 SOUTH, RANGE 15 EAST
 SKETCH - NOT A FIELD SURVEY
 (PROPOSED CONDITIONS)

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Parcel No.: P801
 SHEET 6 OF 7

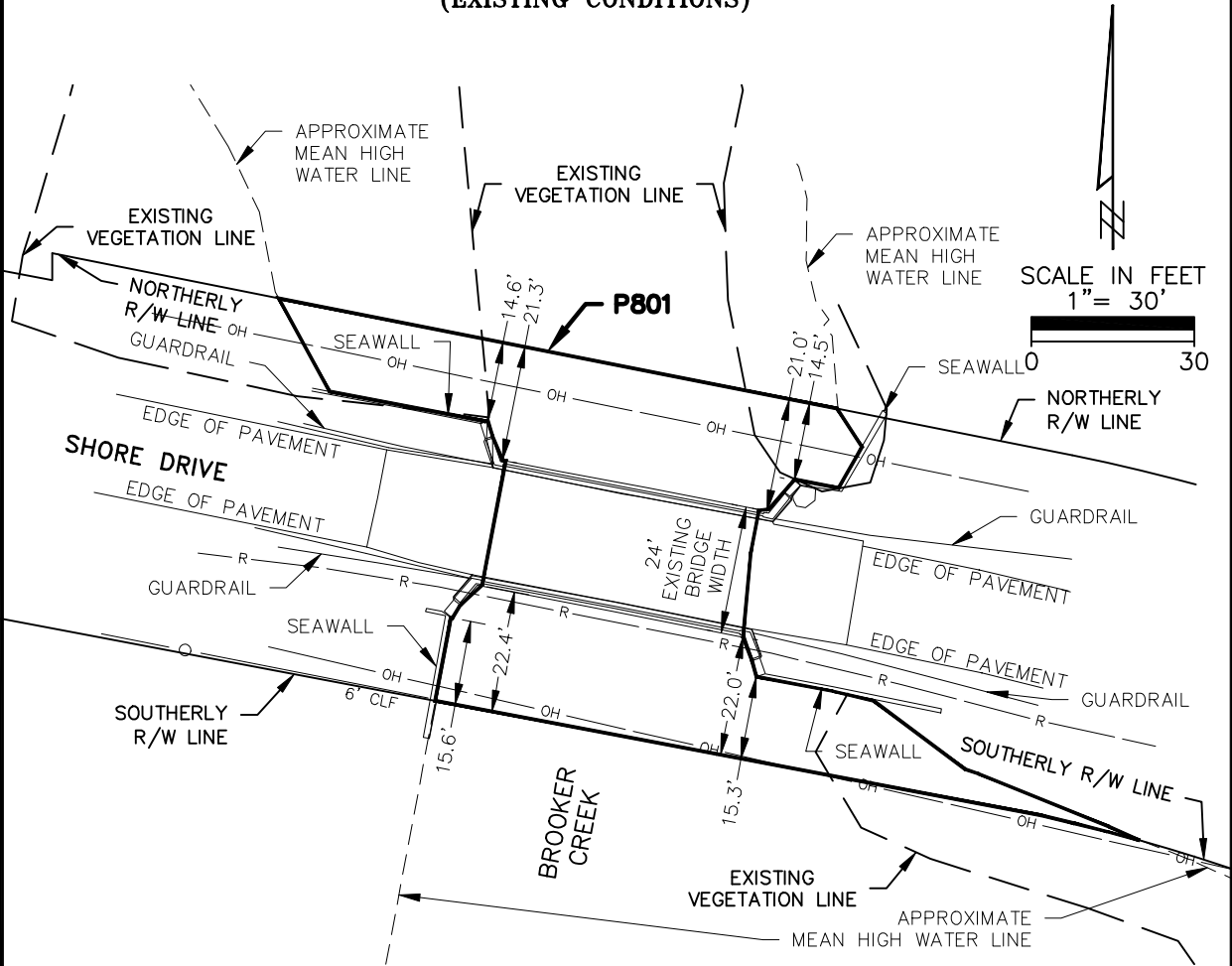
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PINELLAS COUNTY
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SECTION 11, TOWNSHIP 28 SOUTH, RANGE 15 EAST
 SKETCH - NOT A FIELD SURVEY
 (EXISTING CONDITIONS)

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- GRAPHIC SYMBOLS:
- EXISTING OVERHEAD WIRE OH
 - EXISTING FENCE LINE o
 - EXISTING VEGETATION LINE ---
 - EXISTING RECLAIMED WATER LINE R

S.F.N.: 1701	P.I.D.: 004979A	CALCULATED BY: RC	CHECKED BY: GD	Pinellas County Survey and Mapping Division
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Parcel No.: P801
 SHEET 7 OF 7

EXHIBIT _____