

**ROAD TRANSFER INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY, FLORIDA
AND DUNEDIN, FLORIDA**

THIS AGREEMENT made and entered into this 13 day of SEPTEMBER, 2018, by and between: **PINELLAS COUNTY, FLORIDA**, a political subdivision of the State of Florida, ("COUNTY"), by and through its Board of County Commissioners, and the **CITY OF DUNEDIN**, a municipal corporation existing under the laws of the State of Florida, ("CITY").

WITNESSETH:

WHEREAS, pursuant to Section 334.03(21), Florida Statutes (2017), 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 (2017), "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 (2017), 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 (2017), 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 (2017), 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 (2017), 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 have been regularly maintained by the COUNTY and/or the City, jointly or severally, for the immediate past 7 years;

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 public Roads, as defined in Section 334.03 (22), Florida Statutes (2017), listed in Exhibit A and depicted in Exhibit B attached hereto (hereinafter "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 and (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 Exhibit B as "to be transferred by separate instrument." The CITY accepts easements transferred pursuant to this Agreement. In accordance with Section 337.29 (3), Florida Statutes (2017), upon the recording of the right-of-way map 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, including mitigation sites, 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 placement of additional utilities.

5. As limited by Section 768.28, Florida Statutes, the Parties shall remain responsible for any tort liability for any actions arising out of their prior maintenance of any Road Segment and in accordance with Section 337.29, Florida Statutes (2017), 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. 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/stripping projects for the Road Segments and, upon the City Manager's request, access to Plans, Specifications, Drawings, and Permits for such projects 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. 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 Dunedin
542 Main Street
Dunedin, FL 34698

8. 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.

9. 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.

10. 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.

11. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

12. 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.

13. 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.

14. This Agreement shall become effective upon the filing with the Clerk of the Circuit Court for Pinellas County as required by Florida Statutes, Section 163.01

15. 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.

16. 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. If at 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 DUNEDIN
A municipal corporation of the State of Florida

PINELLAS COUNTY, FLORIDA by and
through its Board of County Commissioners

BY: Jennifer K. Bramley
Jennifer K. Bramley, City Manager

BY: Kenneth T. Welch
Kenneth T. Welch, Chairman

ATTEST: City Clerk

ATTEST: Ken Burke, Clerk

By: Penin Kirkpatrick
(Seal)

By: Norman D. Loy
Deputy Clerk (Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Paul Gusk
City Attorney

By: Christy Dancam Penner
Office of County Attorney

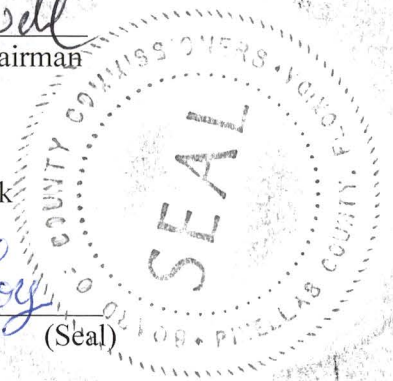


EXHIBIT A
Road Transfer Agreement
Road Segments Pinellas County to
City of Dunedin

Road Name	From	To	Exhibit B Sheet #	Centerline Miles	Plat Name or Document Type	Book & Page
Orange Ave	Grove St	Northern Terminus	B-1	0.1	Oakland Sub No. 2	PB 9-34
Treemont Way	Southern Terminus	Virginia St.	B-2	0.15	Wooded Acres	PB 77-81
Virginia St	Patricia Ave	Lake Haven Rd	B-3	0.38	Dunedin Lakewood	PB 41-32
					Heather Lake Sub	PB 68-72
					The westerly 52' of the R/W described in OR 3602-108	OR 3602-108
					The westerly 165' of the R/W described in OR 3483-589	OR 3483-589
					Deed	OR 3478-20
					The south 50' of the SE¼ of the SW¼ of the SW¼ of the SE¼ of Section 26 as granted to Pinellas County in DB 840-487 and reserved in DB 1488-177	DB 1488-177 DB 840-487
					Road Petition	BCC 3-44
Lake Haven Rd	Virginia St	SR 580 (Main St)	B-3	0.51	Virginia Crossing	PB 118-88
					The east 33' of the SE¼ of the SW¼ of the SW¼ of the SE¼ of Section 26 as granted to Pinellas County in DB 840-487 and reserved in DB 1488-177	DB 1488-177 DB 840-487
					Road Petition	BCC 9-44
TOTAL				1.14		

Legend
PB Plat Book
BCC Board of County Commissioner's Minute Book
RB Road Book
DB Deed Book
OR Official Records

EXHIBIT B

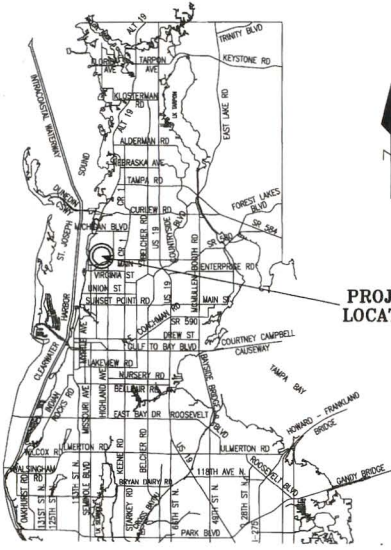
Right-of-Way Transfer Maps

B1 – 1 SHEET

B2 – 1 SHEET

B3 – 3 SHEETS

PINELLAS COUNTY MAP



PROJECT LOCATION

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

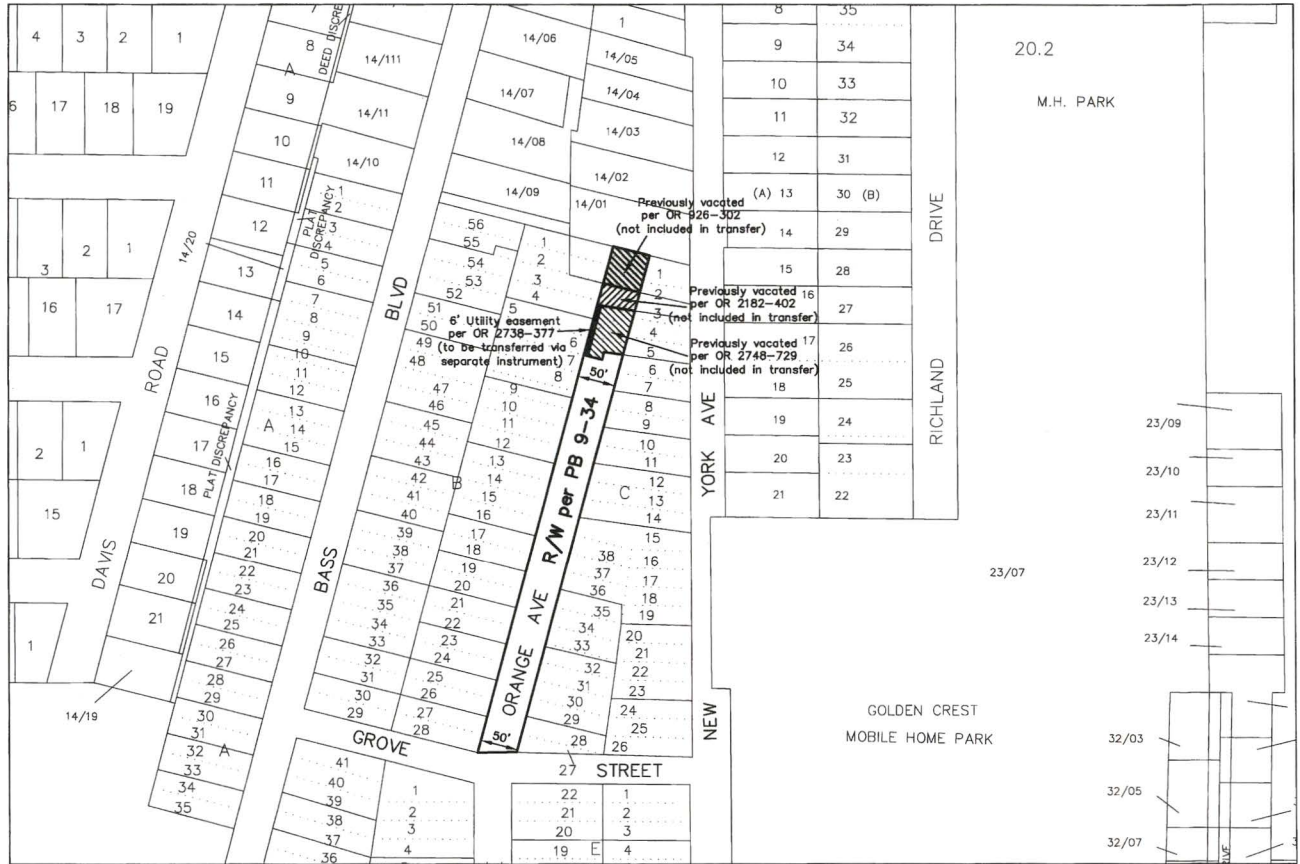
Road Name	From	To	Centerline Miles	Plat Name or Document Type	Book and Page
Orange Ave	Grove St	Northern Terminus	0.1	Oakland Sub No. 2	PB 9-34
Total			0.1		

EASEMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF DUNEDIN, FLORIDA

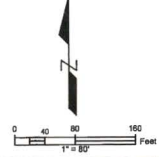
- OR 2738-377 - Perpetual Utility easement - to be transferred via separate instrument.

PB Plat Book
 OR Official Record
 DB Deed Book
 BCC Board of County Commissioners Minutes Book
 SUB Subdivision
 R/W Right-of-Way
 (P) Plat

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST



This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.29 (2017) 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 Dunedin, Pinellas County, Florida.



REVISIONS

BY	DATE	SURVEY BOOK No.:	SURVEY SECTION	BY	DATE
			PREPARED		
			TECHNICAL		
			CHECKED		
			DESIGN SECTION		
			DESIGNED		
			DRAWN		
			CHECKED		

City of Dunedin
 ORANGE AVENUE

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

PINELLAS COUNTY, FLORIDA
 PUBLIC WORKS

SURVEY AND MAPPING DIVISION
 28011 U.S. HWY. 19 NORTH
 CLEARWATER, FLORIDA 34626-3047
 PHONE (727) 464-6004

EXHIBIT B-1

MAP DATE: 1/9/2018

SURVEY FILE NO.: 2011_00035

FID: 001851B

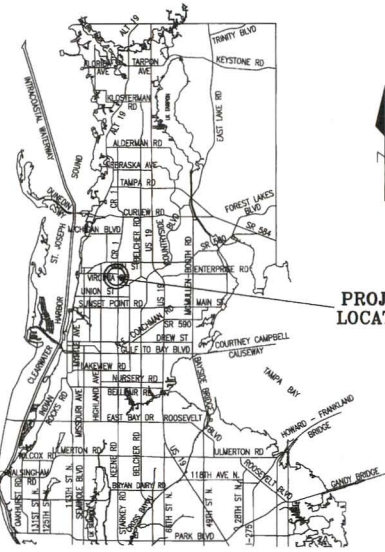
F2011_00035_ORANGE AVE.dwg

SHEET: 1 of 1

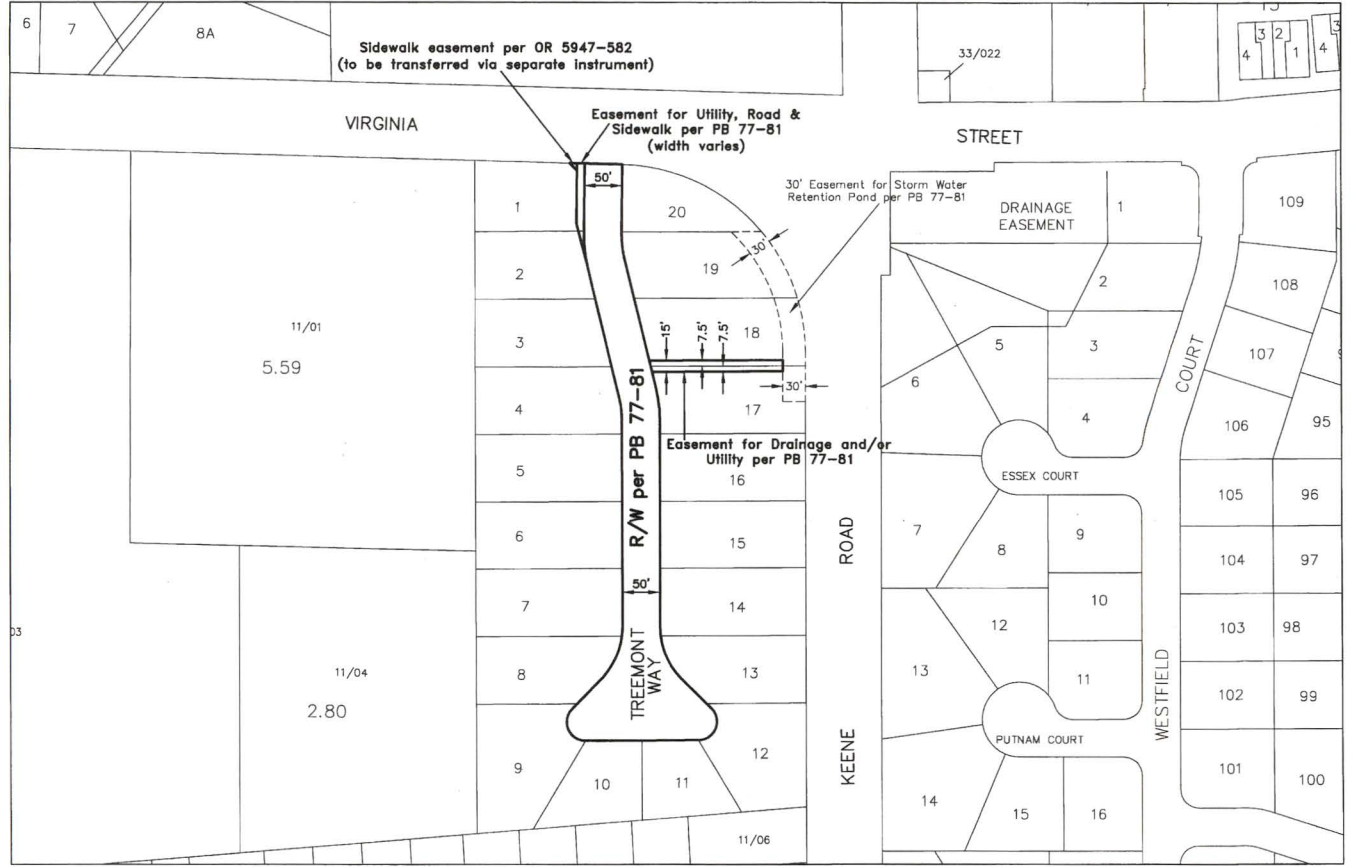
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SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST

PINELLAS COUNTY MAP



PROJECT LOCATION



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

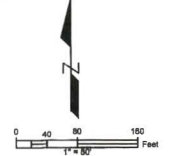
Road Name	From	To	Centerline Miles	Plat Name or Decrement Type	Book and Page
Treemont Way	Southern Terminus	Virginia St	0.15	Wooded Acres	PB 77-81
Total			0.15		

EASEMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF DUNEDIN, FLORIDA

- Sidewalk easement per OR 5947-582 - To be transferred via separate instrument.
- Easement for Utility, Road & Sidewalk (width varies) along the east boundary of Lot 1 and a portion of Lot 2 per plat of Wooded Acres recorded in PB 77-81 of the public records of Pinellas County, FL.
- 7.5' Easement for Drainage and/or Utility along the north boundary of Lot 17 from the east R/W line of Treemont Way to the western edge of a 30' Stormwater Retention Pond easement all as shown on the plat of Wooded Acres recorded in PB 77-81 of the public records of Pinellas County, FL.
- 7.5' Easement for Drainage and/or Utility along the south boundary of Lot 18 from the east R/W line of Treemont Way to the western edge of a 30' Stormwater Retention Pond easement all as shown on the plat of Wooded Acres recorded in PB 77-81 of the public records of Pinellas County, FL.

PB Plat Book
 OR Official Record
 DB Deed Book
 BCC Board of County Commissioners Minutes Book
 SUB Subdivision
 R/W Right-of-Way
 (P) Plat

This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.29 (2017) 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 Dunedin, Pinellas County, Florida.



REVISIONS	BY	DATE	SURVEY BOOK No.	SURVEY SECTION	BY	DATE
			SURVEYED			
			PRECEDENTIAL			
			CHECKED			
			DESIGN SECTION			
			DESIGNED			
			DRAWN			
			CHECKED			

City of Dunedin
 TREEMONT WAY

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

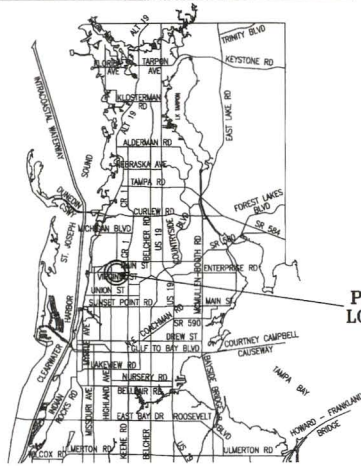
PINELLAS COUNTY, FLORIDA
 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 8821 U.S. HWY. 19 NORTH
 CLEARWATER, FLORIDA 33766-8847
 PHONE (727) 464-3664

Exhibit B-2
 MAP DATE: 1/23/2018

SURVEY FILE NO.: 2011_00035
 PID: 001851B
 PB011_00035_TREEMONT WAY_RI.dwg
 SHEET: 1 of 1

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PINELLAS COUNTY MAP



PROJECT LOCATION

SEE SHEET 2 OF 3 FOR TABLE OF ROAD SEGMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF DUNEDIN, FLORIDA

SECTION 26, TOWNSHIP 28 SOUTH, RANGE 15 EAST



SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST

This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.29 (2017) 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 Dunedin, Pinellas County, Florida.

NOTE:
Per Board of County Commissioners Minutes Book 3, page 44 filed March 22, 1917 "the road between Sections 26 and 35, Township 28, Range 15" was petitioned to be made a public road. A description and a width was not included in the minutes and therefore the limits of the petitioned road have not been mapped. Records of the Pinellas County Road Petitions book indicate the roadway was declared prior to 1924.

<table border="1"> <thead> <tr> <th>REVISIONS</th> <th>BY</th> <th>DATE</th> <th>SURVEY BOOK No.:</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>SURVEY SECTION</td> </tr> <tr> <td></td> <td></td> <td></td> <td>TECHNICALLY</td> </tr> <tr> <td></td> <td></td> <td></td> <td>CHECKED</td> </tr> <tr> <td></td> <td></td> <td></td> <td>DESIGN SECTION</td> </tr> <tr> <td></td> <td></td> <td></td> <td>DESIGNED</td> </tr> <tr> <td></td> <td></td> <td></td> <td>DRAWN</td> </tr> <tr> <td></td> <td></td> <td></td> <td>CHECKED</td> </tr> </tbody> </table>	REVISIONS	BY	DATE	SURVEY BOOK No.:				SURVEY SECTION				TECHNICALLY				CHECKED				DESIGN SECTION				DESIGNED				DRAWN				CHECKED	City of Dunedin VIRGINIA STREET and LAKE HAVEN ROAD	RIGHT-OF-WAY TRANSFER MAP (NOT A SURVEY)	PINELLAS COUNTY, FLORIDA PUBLIC WORKS SURVEY AND MAPPING DIVISION 28011 U.S. HWY. 19 NORTH CLEARWATER, FLORIDA 34605-8547 PHONE (727) 454-8906	EXHIBIT B-3 MAP DATE: 6/21/2018	SURVEY FILE NO.: 2011_00036 PID: 001851B 2011_00036_VIRGINIA_RI.dwg SHEET: 1 of 3
	REVISIONS	BY	DATE	SURVEY BOOK No.:																																	
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ROAD SEGMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF DUNEDIN, FLORIDA

Road Name	From	To	Centerline Miles	Plat Name or Document Type	Book and Page
Virginia St	Patricia Ave	Lake Haven Rd		Dunedin Lakewood Estates	PB 41-32
				Heather Lake Sub	PB 68-72
				The westerly 52' of the RW described in OR 3602-108	OR 3602-108
				The westerly 165' of the RW described in OR 3483-589	OR 3483-589
Lake Haven Rd	Virginia St	SR 580 (Main St)	0.38	Deed	OR 3478-20
				The south 50' of the SE¼ of the SW¼ of the SW¼ of the SE¼ of Section 26 as granted to Pinellas County in DB 840-487 and reserved in DB 1488-177	DB 1488-177 DB 840-487
				Road Petition Virginia Crossing	BCC 3-44 PB 118-88
				The east 33' of the SE¼ of the SW¼ of the SW¼ of the SE¼ of Section 26 as granted to Pinellas County in DB 840-487 and reserved in DB 1488-177	DB 1488-177 DB 840-487
Total			0.51	Road Petition	BCC 9-44

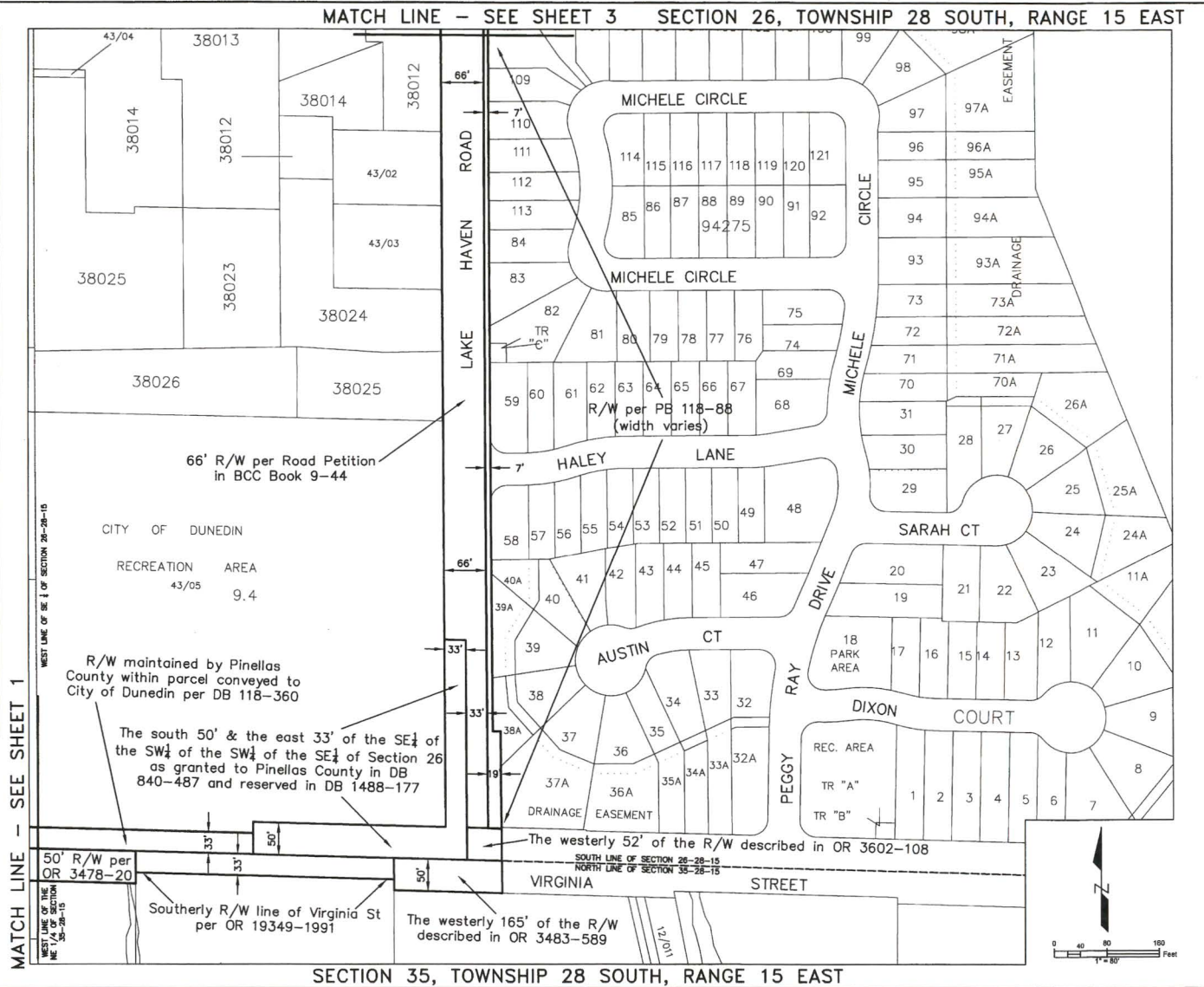
Together with right-of-way maintained by Pinellas County within the following parcels as depicted on FDOT Right-of-Way Survey of SR 580, Section 15070-2517 as filed for record in Road Plat Book 6 pages 16-27 of the public records of Pinellas County, Florida:

- Parcel 116.1 per OR 6149-1460
- Parcel 117.1 per OR 6161-555
- Parcel 119.1 Part B per OR 6114-193
- Parcel 119.1 Part C per OR 6114-193

Together with right-of-way maintained by Pinellas County within parcel conveyed to the City of Dunedin per DB 118-360.

Together with right-of-way maintained by Pinellas County within limits of Road Petitions described above.

PB Plat Book
CB Condominium Book
OR Official Record
DB Deed Book
R/W Right-of-Way
SUB Subdivision
BCC Board of County Commissioners Minutes Book



SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST

*City of Dunedin
VIRGINIA STREET and
LAKE HAVEN ROAD*

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

**PINELLAS COUNTY, FLORIDA
PUBLIC WORKS**

SURVEY AND MAPPING DIVISION
3801 U.S. HWY. 19 NORTH
CLEARWATER, FLORIDA 34616-2647
PHONE (727) 464-6804

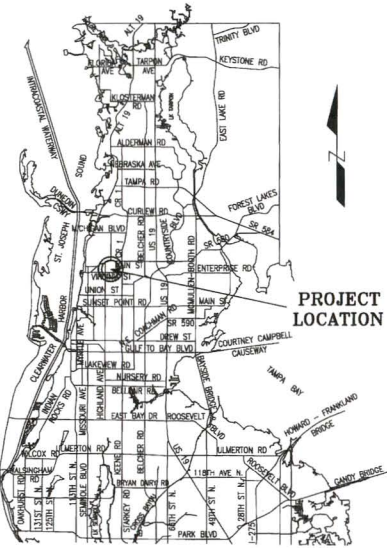
EXHIBIT B-3
MAP DATE: 6/21/2018

SURVEY FILE NO.: 2011_00035
PID: 001851B
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SHEET: 2 of 3

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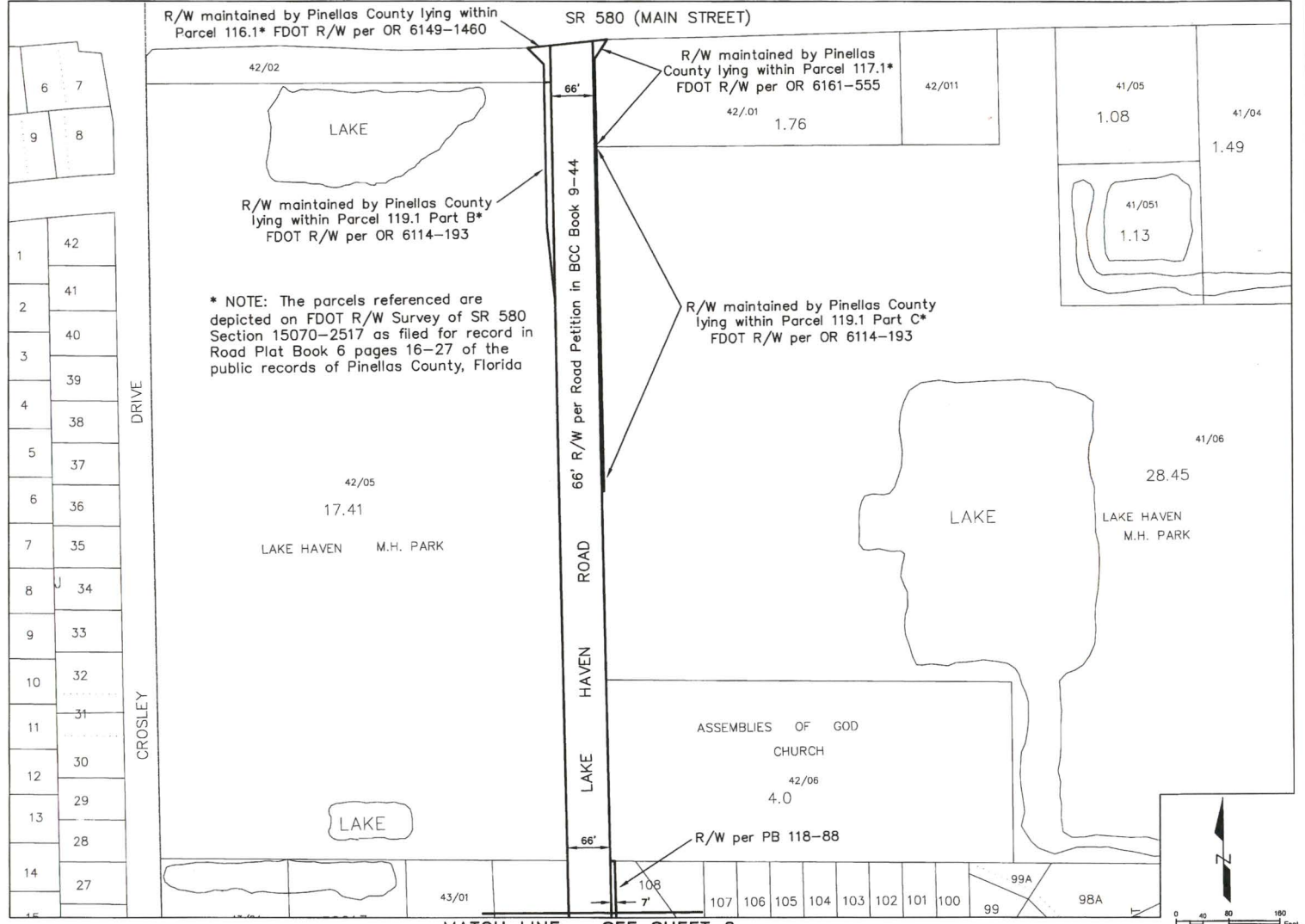
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PINELLAS COUNTY MAP



PROJECT LOCATION

SECTION 26, TOWNSHIP 28 SOUTH, RANGE 15 EAST



MATCH LINE - SEE SHEET 2

REVISIONS	BY	DATE	SURVEY BOOK No.:	SURVEY SECTION	BY	DATE

*City of Dunedin
VIRGINIA STREET and
LAKE HAVEN ROAD*

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

PINELLAS COUNTY, FLORIDA
PUBLIC WORKS

SURVEY AND MAPPING DIVISION
2021 U.S. HWY. 19 NORTH
CLEARWATER, FLORIDA 34705-2047
PHONE (727) 464-8904

EXHIBIT B-3
MAP DATE: 6/21/2018

SURVEY FILE NO.: 2011_00035
PID: 001851B
2011_00035_VIRGINIA_RI.dwg
SHEET: 3 of 3

EXHIBIT C

Assignment of County Utility and Sidewalk Easement Agreement

Prepared by and return to:
Attn: Cynthia M. Harris
509 East Avenue South
Clearwater, FL 33756

EXHIBIT "C" TO INTERLOCAL AGREEMENT

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT OF A COUNTY UTILITY AND SIDEWALK EASEMENT, for its Operation and Maintenance, is entered into this 13TH day of SEPTEMBER, 2018, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, through its Department of Real Estate Management, Real Property Division, whose address is 509 East Avenue South, Clearwater, Florida 33756, hereinafter referred to as "COUNTY," party of the first part, and the CITY OF DUNEDIN, (CITY), whose address is 542 Main Street, Dunedin, Florida , 34698, party of the second part.

WHEREAS, a sidewalk easement was entered into on March 5, 1985, by and between JOHN R. HENSLEY and COUNTY that did grant and convey unto COUNTY, a sidewalk easement, subsequently recorded in Official Records Book 5947, Pages 582 through 584; the nature and description of said easement is further described in the attached as "Attachment 1"; and

WHEREAS, a utility easement was entered into on December 18, 1967, by and between NELLIE E. FULLER and COUNTY that did grant and convey unto COUNTY, a perpetual utility easement, subsequently recorded in Official Records Book 2738, Page 377; the nature and description of said easement is further described in the attached as "Attachment 2"; and

WHEREAS, the COUNTY desires to assign said easements to the CITY; and

WHEREAS said assignment of easements will divest the COUNTY of any further rights or responsibility to operate and maintain the sidewalk and system within the easements referenced herein; and

WHEREAS, said assignment of easement will transfer the rights and responsibility to operate and maintain the sidewalk and utility system within the easements referenced herein to the CITY; and

WHEREAS, the assignment of the easement herein will not affect or release any public right-of-way for any portion of the easements; and

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the COUNTY does hereby assign the easements referenced herein, as recorded in Official Records Book 5947, Pages 582 through 584 and Official Records Book 2738, Page 377 to the CITY.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Pinellas County does hereunder set its respective hand effective on the date shown above.

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONER

By: Kenneth T. Welch
Kenneth T. Welch, Chairman

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
By: Cher Mary
Attorney

WITNESS:

ATTEST: KEN BURKE, CLERK

By: [Signature]
Deputy Clerk

WITNESS:

By: [Signature]

WITNESS:

By: [Signature]

CITY OF DUNEDIN, FLORIDA

COUNTER SIGNED:

By: [Signature]
Julie Ward Bujalski
Mayor

By: [Signature]
Jennifer K. Bramley
City Manager

APPROVED AS TO FORM:

By: [Signature]
Thomas J. Trask, Esq.
City Attorney

ATTEST:

By: [Signature]
Denise Kirkpatrick
City Clerk



ATTACHMENT 1

85048572

D.R. 5947 PAGE 582

MAR 11 10 34 AM '85

SIDEWALK EASEMENT

THIS INDENTURE made this day 5th day of MARCH, A.D. 1985

BETWEEN JOHN R. HENSLEY

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,

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 him 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 sidewalk easement over and across the following described property, lying in the County of Pinellas, State of Florida, to wit:

Lands described in "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:

Two witness signatures

John R. Hensley L.S.

(Signatures of two witnesses required by Florida Law)

14 14670727 72 1. 11HC65 41 0.45 TOTAL 0.45 C45H

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, John R. Hensley

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

WITNESS my hand and official seal this 5th day MARCH, A.D. 1985.

My Commission Expires:

Dec 3 1988

James P. ... Notary Public

Prepared by: Paul Remiller 815 Haven Street Clearwater, Florida 33516

01 Cash 11.00 40 Rec NC 41 DS 45 43 Int 45.00 Tel 45.00

Documentary Tax Pd. \$... Intangible Tax Pd. \$... Kerley E. ... Deputy Clerk

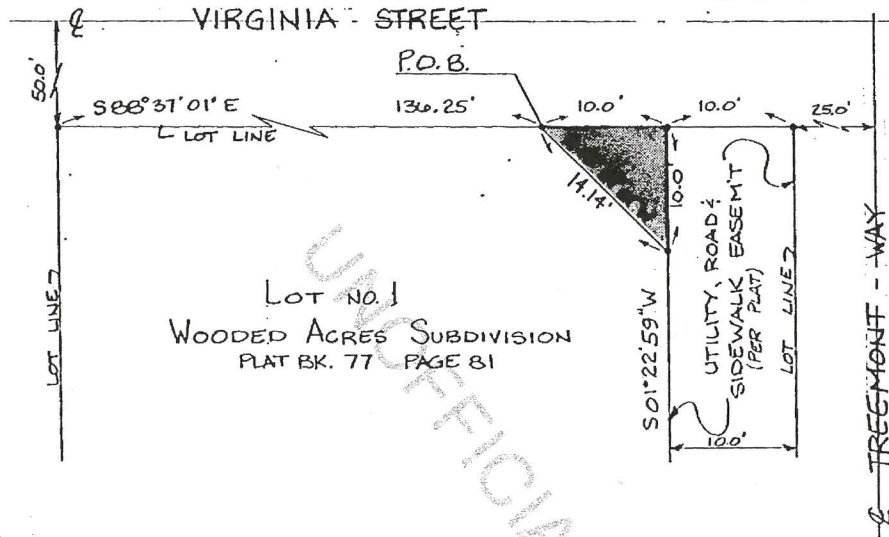
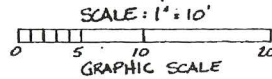


HOLD FOR: PINELLAS COUNTY R/W SPECIAL ACCOUNT - JRS



SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST

D.R. 5947 PAGE 583



LOT NO. 1
WOODED ACRES SUBDIVISION
PLAT BK. 77 PAGE 81

UNOFFICIAL COPY

PURPOSE: PERPETUAL SIDEWALK EASEMENT		THE ABOVE SKETCH AND LAND DESCRIPTION WERE PREPARED UNDER MY SUPERVISION AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, BY: PINELLAS COUNTY ENGINEERING DEPARTMENT <i>Richard E. Smith</i> PROFESSIONAL LAND SURVEYOR 3928 STATE OF FLORIDA PINELLAS COUNTY ENGINEERING DEPARTMENT LAND SURVEY DIVISION 315 COURT STREET CLEARWATER, FLORIDA 33516
PROJECT: VIRGINIA STREET - SCHOOL SIDEWALKS		
SKETCH NOT A SURVEY		
SERVICE REQUEST NUMBER:	DATE:	
	FEBRUARY 12, 1986	
CALCULATED BY:	DRAWN BY:	
<i>REM</i>	<i>JP</i>	
CHECKED BY:	APPROVED BY:	
<i>REM</i>	<i>REM</i>	



SECTION 35 , TOWNSHIP 28 SOUTH, RANGE 15 EAST

D.R. 5947 PAGE 584

Parcel No.: 800.1
Grantor : John R. Hensley
Project : Virginia - Treemont to
Dunedin City Limits.

Description

A triangular parcel in Lot 1, Wooded Acres Subdivision in the Northeast 1/4 of Section 35, Township 28 South, Range 15 East, as recorded in Plat Book 77, Page 81, Public Records of Pinellas County, Florida, being more particularly described as follows:

Commencing at the Northwest Corner of said Lot 1; thence S88°37'01"E, along the North Line of said Lot 1, for a distance of 136.25 feet to the Point of Beginning; thence continue S88°37'01"E, for a distance of 10.00 feet; thence S01°22'59"W, 10.00 feet, along a line 10.00 feet West of and parallel with the East Line of said Lot 1; thence N43°37'01"W, 14.14 feet to the Point of Beginning;

Containing: 50 sq. ft.

Prepared without benefit of an Abstract of Title or field survey.

Subject to easements and restrictions of record.

UNOFFICIAL COPY

67104393

O.R. 2738 PAGE 377

EASEMENT

WITNESSETH, that for good and adequate consideration,
the receipt of which is hereby acknowledged,

NELLIE E. FULLER
does hereby grant, bargain, release and convey unto PINELLAS
COUNTY, a political subdivision of the State of Florida,

A PERPETUAL UTILITY EASEMENT

to and over the following described property:

That portion of Orange Avenue as shown
on the plat of Oakland Subdivision No.
2 recorded in Plat Book 9 Page 34, Public
Records of Pinellas County, Florida, which
lies within 6 feet of the East line of
Lots 1, 2, 3, 4, 5 and 6 of Block "B" of
said subdivision, less the North 81.28
feet thereof.

FOR PUBLIC UTILITY PURPOSES.

TO HAVE AND TO HOLD the same forever.

WITNESS my hand this 18 day of December,
1967, at Clearwater, Florida

Signed, sealed and delivered

in our presence:

Blanche M. Hickin

Nellie E. Fuller

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me personally appeared NELLIE E. FULLER

to me well known and known to me to be the person described in
and who executed the foregoing Easement
and she acknowledged to and before me that she
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 18th day of December
1967.

Blanche M. Hickin
Notary Public

My Commission Expires:

(Seal)

Notary Public, State of Florida at Large
My Commission Expires July 28, 1971
Bonded by American Fire & Casualty Co.

APPROVED AS TO FORM:

By Page Jackson
County Attorney

RECORDED
PINELLAS COUNTY FLORIDA
HAROLD HOLLAND
DEC 20 3 56 PM '67