I#: 2022131986 BK: 22035 PG: 2476, 04/26/2022 at 03:24 PM, RECORDING 27 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: clk103503

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:

PINELLAS COUNTY, FLORIDA,

a political subdivision of the State of Florida

By:

Charlie Justice, Chairman

Name: (Olingress) (100)

ATTEST:

KEN BURKE

Clerk of the Circuit Court

y. Denut

By: Arms M. Morts
Office of the County Attorney

CITY OF LARGO, FLORIDA, a municipal corporation of the State of Florida /,

By: Jamy Schubert

Henry Schubert, City Manager

REVIEWED AND APPROVED:

By: Ullly Fraz Alan S. Zimmet, City Attorney Diane Bruner,

Page 5 of 5

都是理解學學的學學學 Attachment 1 52-NC/HD/BAP 9-21-83 REW: 1mg ANTE CONTRACTOR OF Kaile . F. DiBloker 4 - 5613 PAGE 1722 CLERK CIRCUIT COURT Sep. 30 | | 19 AH '83 -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 Pinellam and State of Florida 33711, Party of the First Part, "GRANTOR" herein; and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Plorida having its offices at 315 Court Street in the City of Clearwater, County of Pinellas and State of Florida 33516, Party of the Second Part, "GRANTEE" herein: WITNESSETH, 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 lands in the county of Pinellas and State of Florida, to-wit: 14 14544672 78 41 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 TOTAL . this reference incorporated herein and made a part hereof. IN WITNESS 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 hereunto affixed and attested the day, month and year first above written. WITNESSES: FLORIDA POWER CORPORATION ATTEST: STATE OF PLORIDA COUNTY OF PINELLAS) 88. The foregoing easement was acknowledged before me this 28th day of StpT. G.C. MOORE as Vice President and by as Assistant Secretary, respectively, of Pioniba Borge Componation, a Plorida corporation, on behalf of the corporation

GRANTOR.

Ol Cash

41 DS 43 Int. 🕳

(Robertal Seal) Notary Public, State of Horida hy Commission Expires: By Commission Expires April 7, 1986 DOCUMENTAL PA. S. Per cereseressesses Intangible Tax Pd. Da Slaker, Clerk, Pinellas County Willing Clark Deputy Clark SPECIAL ACCOUNT 305E83

0.95 4.45 CASH

LEGAL DEPT. APPROVE

D. 2.5613 PAGE 1723

62nd Street No. (South portion) FPC to County M-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 NE 1/4 of Section 32, Township 29 South, Range 16 East, Pinellas County, Florida; thence N 2° 34′ 26″ M, along the Mest boundary of said NE 1/4, a distance of 90.13 feet to a point on the North right-of-way line of State Road 686 (Roosevelt Boulevard), and the Point of Beginning; thence continue N 2° 34′ 26″ N, along said West boundary, 588.26 feet to the NM corner of the SM 1/4 of the SM 1/4 of said NE 1/4; thence S 89° 25′ 20″ E; along the North boundary of said SM 1/4, a distance of 45.07 feet; thence S 2° 34′ 26″ E; 45.00 feet parallel with said Hest boundary, a distance of 573.21 feet; thence S 46° 01′ 42″ E, 21.78 feet to a point on the North right-of-way line of said State Road 685; thence N 89° 28′ 57″ N, 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, Pinellas County, Florida, subject to rights-of-way and easements of record.

Containing 0.6102 acres, more or less.

62nd Street No. (North portion) FPC to County M-2800

DESCRIPTION:

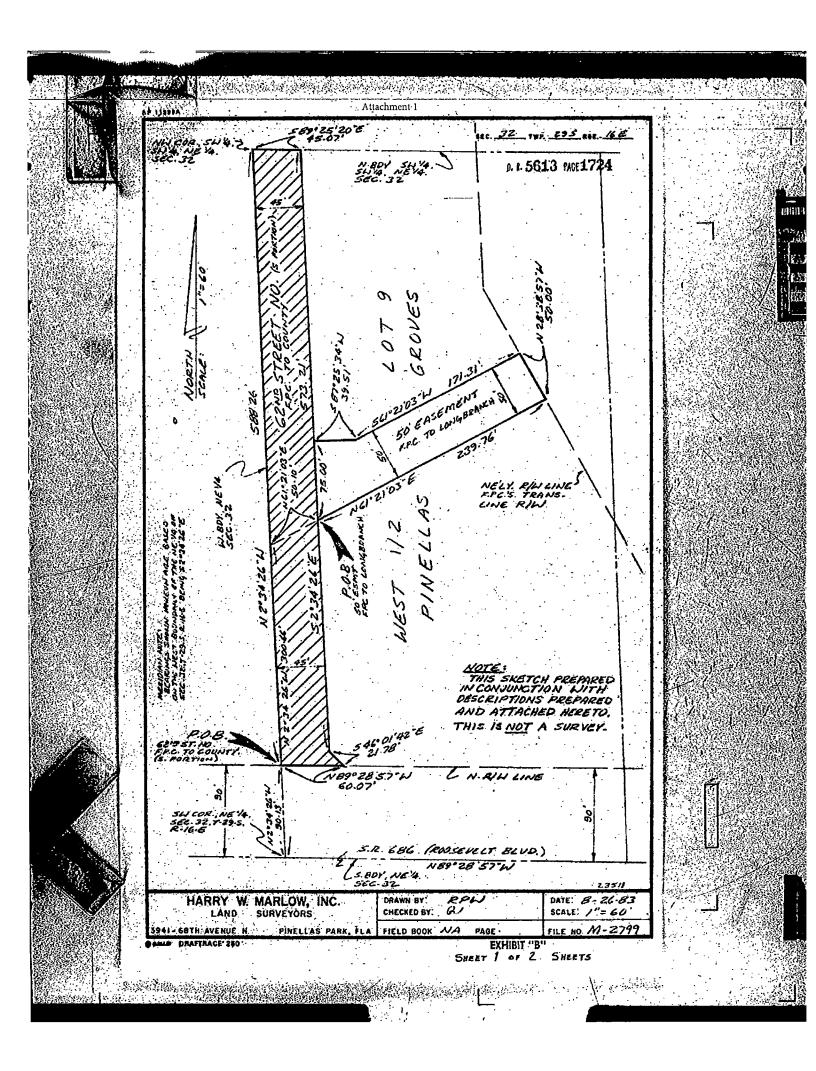
NOT INCLUDED IN TRANSFER

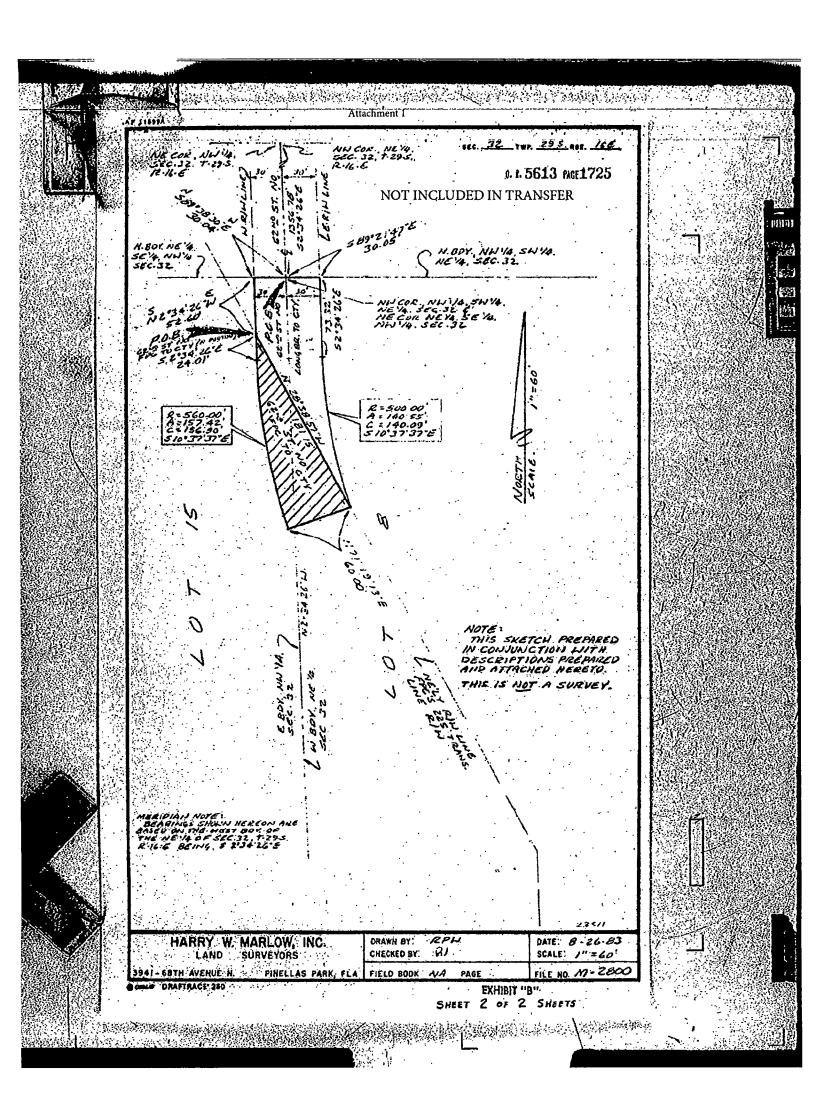
That part of Florida Power Corporation's 225 foot wide transmission line right-of-way through Lot 8 in the NE 1/4, and Lot 15 in the NM 1/4 of Section 32. Township 29 South, Range 16 East, Pinellas Groves, as recorded in Plat Book 1; Page 55, Public Records of Pinellas County, Florida, more particularly 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 NW 1/4, a distance of 1356.78 feet to the NE corner of the NE 1/4 of the SE 1/4 of said NW 1/4; thence N 89° 30' 38" E, along the North boundary of said NE4, a distance of 30.04 feet to a point on the West right-of-way line 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 S 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" W, 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 Section 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.

EXHIBIT "A"





PINELLAS COUNTY FLA. INST # 89-296659

*** OFFICIAL RECORDS ***
BOOK 7141 PAGE 674

DRAINAGE FASFMENT

THIS INDENTURE made this 25 day of October

A.D. 1989, BETWEEN JAMES T. PAUL, 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, ATTN: Engineering—Right of Way Division, with offices located at 315 Court Street, Clearwater, Florida 34616, party of the second part,

WINNESSEM, 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:

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.

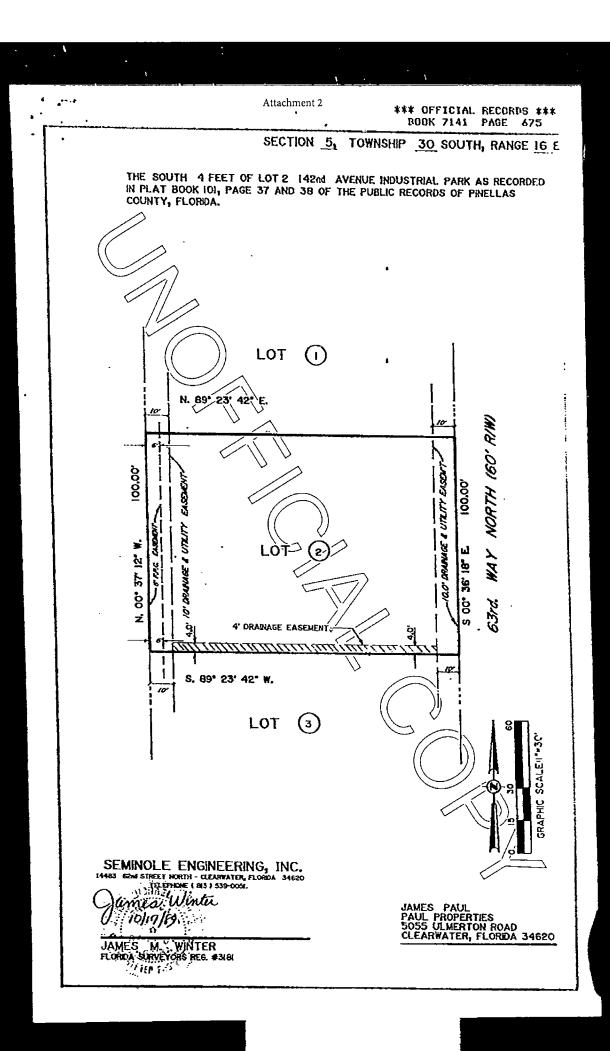
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer caths and take acknowledgements,

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.

11-39-89 /09:15:29 GEM Ū1 £9, 55 DOC STAMPS OI RECORDING . 30 REC __ <u>....ک</u> TÓTAL: 49.55 1.7 ø.,.., CASH AMT. TEXCERED: 40.55 HOLD FOR **49.9**3 HJH/PH/ : 1. * '1.F .____ PINELLAS COUNTY R/W SPECIAL ACCOUNT - MAY REV Inter-office TOTAL & S

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



PINELLAS COUNTY FLA.
INST # 89-296662

*** OFFICIAL RECORDS ***
BOOK 7141 PAGE 681

DRAINAGE FASEHENT

THIS INDENTURE made this 25 day of October

A.D. 1989, BETWEEN JAMES T. PAUL, 5055 Ulmerton Road, Clearwater, Florida of the County of Pinellas 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 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

IN MITNESS 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:

Witness In Pood
Witness

James T. Paul

Kitness

Witness

(Signatures of two witnesses required by Florida Law)

STATE OF FLORIDA COUNTY OF PINELLAS

Documentary Tex Polis Intercepts Tex Pd.

S. Intercepts Tex Pd.

Kerleun F. (Sp.) Sr. Clark, Pinelles County

By Disputy Clerk

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.

A.D. 1982.

A.D.

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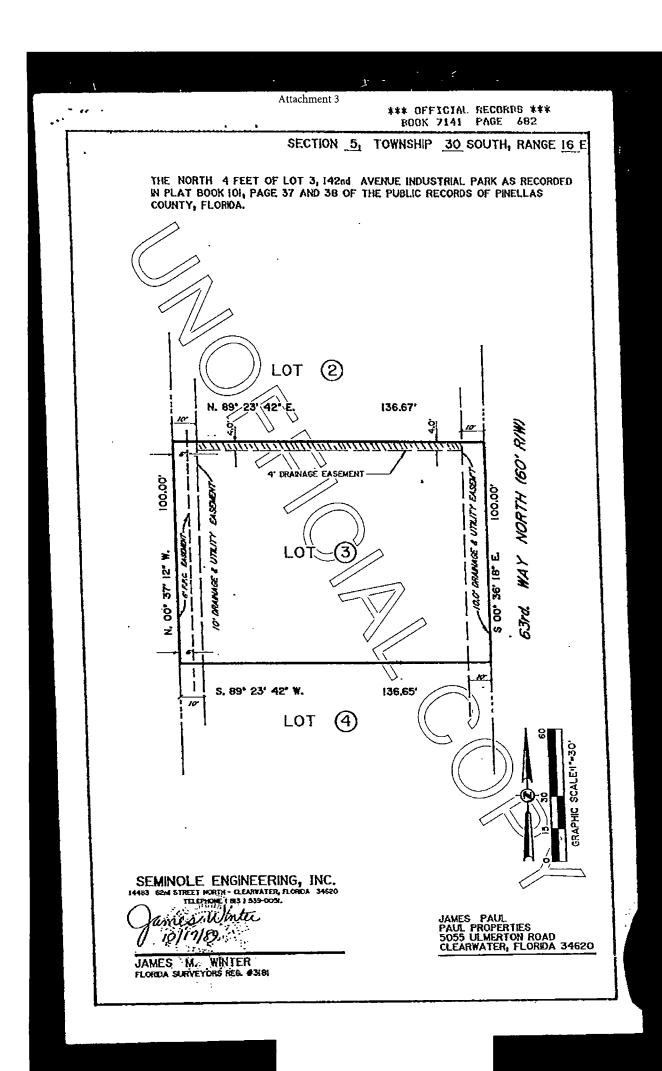
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HOLD FOR:
PINELLAS COUNTY R/W
SPECIAL ACCOUNT — WYL

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

Frepared bys Bob Powell 5 Court Street water, Ft 33516



@ 400 %

> ı Creek 6

76049874

ú. R. 4398 PAGE 10

DRAINAGE EASEMENT

2nd

O THIS INDENTURE, made this

__day of__March

A.D. 19⁷⁶

BETWEEN

CITY OF LARGO, a municipal corporation

of the County of Pinellas State of Florida , party of the first part, and PINELLAS COUNTY, a political subdivision of the State of 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 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 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 SW corner of the SE\(\) of said Section 31, run along the south boundary of said section 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 SE\(\) N 1°41'48" W., 18.02 ft.; thence parallel to the south of said SE\(\) 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.

FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF DRAINAGE FACILITIES.

Prepared by Paul Bumiller 315 Haven Street Clearwater, Florida 1986

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

Signed, sealed and delivered

in the presence of:

Darlene & Loss

(Corporate Seal)

(Corporate Seal)
STATE OF FLORIDA

STATE OF COUNTY OF

By Cillia7

Attest_

Its Clerk *Secretary

Before me, the undersigned authority, this day personally appeared and

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 EXCENTIALLY, 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 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 seal this2nd day of March , A.D. 1976.

My Commission Expires
Noisy Posts, State of Period on Large
ty Commission Expirer Dat. 28, 1979
Bootle by American State Company Co.

Notary Public in and for the County and State aforesaid.

Seal) RETURN TO:
PINELLAS COUNTY R/W
SPECIAL ACCOUNT -

(Notarial Seal)

and the same

Attachment 5 (i. R. 4416 PAGE 1298 Long Branch Creek Parcel No. 5 THE LATER TO SHOW 76077392 DRAINAGE EASEMENT ŝ May 28 3 25 PH '76 ന THIS INDENTURE, made this ______ day of_ A.D. 19<u>76</u>, DONALD J. JANS & DOROTHY A. JANS, his wife; and BETWEEN FRANK P. JANS & MARGARET T. JANS, his wife of the County of Pinellas and State of Florida, parties of the fine part, and PINELLAS COUNTY, a political subdivision of the State of Florida, of the first party of the second part, 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. 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, Township 30 S., Range 16 E., as recorded in Plat Book 1, page 55, public records of Pinellas County, Fla., 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. 16-00 the P.O.B. 8.70 DS 3.30 ST 12.60 C Containing 0.160 acre, M.O.L. For the construction, operation, and maintenance of drainage facilities. This seament may be used for access to the above lot if IN WITNESS WHEREOF, the said part of the first part ha hand and seal the day and year first above written. SIGNED, SEALED AND DELIVERED IN-THE PRESENCE OF: Signature of two witnesses required by Florida Law
STATE OF Louisa COUNTY OR SHALL CLUST

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

DONALD T. W. DOROTHY P. JAKS PAN FORMER D. W MARGARET L. JAKS 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 server forely and voluntarily for the purposes therein expressed. same freely and voluntarily for the purposes therein expressed. WITNESS my hand and official seal the_ , A. D. 19<u>76</u>. Notary Public My Commission Expires: ARY PUBLIC, STATE OF FLORIDA at LARGE COMMISSION EXPIRES JUNE, 3, 1976 ED THRU GENERAL INSURANCE UNDERWOOD RETURN TO: PINELLAS COUNTY R/W ATE OF FLORIDA SPECIAL ACCOUNT -1921,15

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<u>.</u>				nd State of Florid subdivision of th ter, Florida 33516					•
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O.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 Roosevell Boulevard (State Road 686) as described in O.R. Book 1871, page 675 and O.R. Book 1706, page 6, together with Lots 17, 18, 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, Florida.

Pinellas County, Plorida

Prepared By:

George F. Young, Inc.

Prepared For:

Pinellas County

Order Number:

85 14 0358

Date:

October 7, 1985

To the best of my knowledge the preceding description conforms to the minimum requirements of Chapter 21845, Florida Administrative Code.

Florida Surveyor's Ragistration No. 39

Name of Partnership granting the easement:

Names of Partners:

Address:

Roosevelt Bradford Associates

Wayne D. Mucci - Signal

John H. Marling
Jules H. Marling
500 N. Westshore Blvd.
Suite 645 Suite 645 Tampa, Florida 33604

OCT 25 . ;

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MAR 1. 1995 3:55PM MAR 1. 1995 3:55PM MAR 1. 1995 3:55PM MAR 1. 1995 3:55PM THIS INDENTURE made this CLO ¹⁷ day of CCERCACA 7. A.D. 1955, EKTWENN JAMES D. BARRES and CARCINA I. BRANKE. 2255 SOUTHWIND LABOR. 5. Of the City of Largo, County of Finellan, and State of Florida, parties of the first part, and FIRELLAN COUNTY, a political subdivision of the State of first part, and FIRELLAN COUNTY, a political subdivision of the State of first part, and FIRELLAN COUNTY, a political subdivision of the State of first part, and FIRELLAN COUNTY, a political subdivision of the State of first part, and FIRELLAN COUNTY, a political subdivision of the State of	INST # 95-047007	ment /
THIS INDENTURE made this CLE? day of CREATION OFF. NRC. IN 6925 A.D. 1985, BRIWER JAMES D. BRANES and CARCIAN L. BARNES, 2255 Southwind Lane, of the City of Large, County of Pinellan, and State of Florida, parties of the first part, and PINELIAS COUNTY, a political subdivision of the State of Florida, ATTH. Brighnering - Right of Way Division, with offices located at 440 Court Street, Clearwater, Florida 36516, party of the second part, the consideration of the sum of One Dollar and other good and valuable consideration of the sum of One Dollar and other good and valuable consideration of the sum of One Dollar and other good and valuable consideration of the sum of One Dollar and other good and valuable consideration of the sum of One Dollar and other good and valuable consideration of the sum of One Dollar and other good and valuable consideration of the sum of One Dollar and other good and valuable consideration of the sum of One Dollar and other good and valuable consideration of the sum of One Dollar and other good and valuable consideration to the sum of One Dollar and other good and valuable consideration to the sum of One Dollar and other good and valuable consideration to the sum of One Dollar and other good and valuable consideration to the sum of One Dollar and other good and valuable consideration to the sum of One Dollar and other good and valuable consideration to the sum of One Dollar and other good and valuable consideration to the sum of One Dollar and other good and valuable consideration to the sum of One Dollar and other good and valuable consideration of One Dollar and other good and valuable consideration of Florida. To with the sum of Pinelia Sum of Florida Law and Carola and Carola and Carola and One of Florida Law and Carola and One of Florida Law and Carola and One of Florida Law and Carola and One of Florida Consultation of Consultation of Florida Consultation of Consultation of Florida Consultation of Consultation of Consultation and One of Florida Consultation of Consultation of Con	1NST # 95-047007	· commut til
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(Signatures of two witnesses required by Florida Law) STATE OF FLORIDA COUNTY OF PINELLAS The foregoing instrument was acknowledged before me this Coth day of February 1995 by James D. Barnes and CAROLYN L. BARNES, who are personally known to me or who have, produced Florida Driver's License as identification and who did (did not) take an oath. NOTARY NOTARY Print Name: SEAL Print Name: COMMISSION NUMBER: SN/baw PWRWSN/28/3 KEVIN K. KANYUCK COMMISSION'S CC 339367 EXPIRES JAN 3, 1998 Bonded Through		
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O.R. 3455 PAGE 273

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

DRAINAGE EASEMERT

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

BETWEEN _

MADELINE HENNEBERGER (widow)

of the County of finellas and State of Plonola, party of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, party of the second part,

WITHESETH, 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 an 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 (NW4) 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.

krepared by: 'aul Bumiller 3 Maven Skreet 'ater, Florida 93016 STATE OF FLORIDA

DOCUMENTARY

STAMP TAX

COMPIROLLER

B B B B B C 29 70

S 0 0 3 0

IN WITNESS WHEREOF, the said part / of the first part has here-

Signed, sealed and delivered in the presence of:

a. L. Henneleyer

Badiline Kennehergely_ L.S.

FLORIDA DOCUMENTARY SUFT TAX

STATE OF FLORIDA
COUNTY OF THE LLAS

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:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 29, 1974
BONDED THRU FRED W. DIESTELHORST

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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.
- 2. 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.

8. 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:

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Long Branch Creek

NOT INCLUDED IN TRANSFER

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Parcel No. 4

DRAINAGE EASEMENT

A perpetual drainage ensement over, under and across the following described property; lying in the County of Pinullas, that of Florida, to with 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 6°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 the north/south half section line of said Section 6, said line the north/south half section line of said Section 6, said line the north/south half section line of said Section 6, said line being also the east boundary of Rewport Unit 2, as recorded in Plat Book 57, page 21, public records of Pinellas County, Florida, 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 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 to a P.C.; thence by a curve to the right having a 88°20'01.5" W., 550.53 ft. to a P.T.; thence % 66°04'21" W., 684.54 ft.; W., 550.53 ft. to a P.T.; thence x 66°04'21" B., 673.13 ft. to a way line and 25.00 ft. therefrom, S 66°04'21" B., 673.13 ft. to a way line and 25.00 ft. therefrom, S 66°04'21" B., 673.13 ft. to a across of 604.30 ft. and a chord bearing N 83°20'01.5" E., 575.99 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 ft. to a P.T.; thence still parallel to said right of way line ft. to a P.T.; thence still parallel to the east boundary of the NW% 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. Containing 1.13150 acre, M.O.L.

For construction, operation, and maintenance of drainage facilities.

TEMPORARY CONSTRUCTION EASEMENT NOT INCLUDED IN TRANSFER Parcel No. 4-CE

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 NW\(of Section 6, Township 30 South, Range 16 East, run S 45°57'42" \(\text{N.}, \) 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 Newport, Unit 2, as recorded in peing also the east boundary of Newport, Unit 2, as recorded in peing also the east boundary of Newport, Unit 2, as recorded in peing also the east boundary of Newport, Unit 2, as recorded in peing also the east boundary of Newport, Unit 2, as recorded in peing also the east boundary of Newport, Unit 2, as recorded in peing also the east boundary of Newport, Unit 2, as recorded in peing also of 52°44'24" W., 677.01 ft. along the southerly right of thence S 37°15'36" E., 25.00 ft. to the P.O.B.; from the P.O.B. run 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 N 66°04'21" W., 299.68 ft.; thence by a curve to the left having 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

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

EXHIBIT "C"

Page 1

INSTRUMENT THIS 엉 ORIGINAL 田

D. R. 4418 PAGE 546

THE STATE OF

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 Mobile 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 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

POOR VBRY ıs THIS INSTRUMENT ę, ORIGINAL

EXHIBIT "C"

PINELLAS COUNTY FL OFF. REC. BK 22035 PG 2498

Attachment 9

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NOT INCLUDED IN TRANSFER

THE SEA

Long Branch Creek Parcel No. 5 DRAINAGE EASEMENT

(

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 the west one half of the west one half of Lot 6, -Pinellas Groves Subdivision in the NE% of Section 6, Township
Pinellas Groves Subdivision in the NE% of Section 6, Township
Pinellas Groves Subdivision in the NE% of Section 6, Township
Pinellas County, Florida, more particularly
Public records of Pinellas County, Florida, more particularly
Public records of Pinellas County, Florida, more particularly
Prom the NW corner of the NE% of said Section 6, run S 44°51'43"
From the NW corner of the P.O.B.; from the P.O.B. run parallel to
E., 21.60 ft. to the P.O.B.; from the P.O.B. run parallel to
E., 21.60 ft. to the P.O.B.; from the P.O.B. and parallel to the west
The north boundary of Section 6, S 88°50'05" E., 134.26 ft.;
The north boundary of Section 6, S 88°50'05" E., 134.26 ft.;
The north boundary of Section 6, S 88°50'05" E., 134.26 ft.;
The north boundary of Section 6, S 88°50'05" E., 134.26 ft.;
The north boundary of Section 6, S 88°50'05" E., 134.26 ft.;
The north boundary of Section 6, S 88°50'05" E., 134.26 ft.;
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The north boundary of Section 6, S 88°50'05" E., 134.26 ft.;
The north boundary of Section 6, S 88°50'05" E., 134.26 ft.;
The north boundary of Section 6, S 88°50'05" E., 134.26 ft.;
The north boundary of Section 6, S 88°50'05" E., 134.26 ft.;
The north boundary of Section 6, S 88°50'05" E., 134.26 ft.;
The north boundary of Section 6, S 88°50'05" E., 134.26 ft.;

Containing 0.160 acre, M.O.L.

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

OMNED 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

ORIGINAL OF THIS INSTRÛMENT IS VERY POC

EXHIBIT "C"

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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 SW4 of the SE4 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 SE½ of the SE½ of Section 31, Township 29 South, Range 16 East. Being a part of Lots 10, 11, 12 and 13, Pinellas Groves Subdivision in the SE½ of said Section 31, as recorded in Plat Book 1, page 55, public records of Pinellas County, Florida.

Containing 1.74859 acre, M.O.L.

As Public Right of Way

OWNED BY:

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

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

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NOT INCLUDED IN TRANSFER

Long Branch Creek 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 SEM 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 said 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 0.R. 2695, page 368 of the public records of same is recorded in 0.R. 2695, page 368 of the Polic records of same is recorded in 0.R. 2695, page 368 of the public records of same is recorded in 0.R. 2695, page 368 of the public records of 2001 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. right of way; thence by the same N 88°50'05" W., 10.02 ft. to the F.O.B. 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 33307

Mr. T. Hynes, Manager

Lease to: SUBJECT TO:

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

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

EXHIBIT "C"

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Long Branch Creek Parcel No. 9

DRAINAGE EAGLMENT

NOT INCLUDED IN TRANSFER

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A perpetual drainage easement over, under and across the following described property; lying in the County of Pincilas, 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 SEk of Section 31, Township 29 South, Range 16 Fact 16 East.

Containing 0.09261 acre, N.O.L.

For construction, operation, and maintenance of drainage facilities

Wilder Mobile Homes, Inc, 3925 Tiffany Terrace Decataur, Illinois 62526 OWNED BY:

. Corporation President: Maurice Wilder

SUBJECT TO:

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

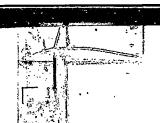
President: William G, Barnett

SUBJECT TO:

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

EXHIBIT "C"

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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 Three Hundred Twenty-Five Thousand (\$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 date of deposit, 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 _____ day of June, 1976.

CIRCUIT JUDGE