

Project: Beckett Bridge Replacement and Riverside Dr.
PID No.: 001037A and 001037B
Purpose: Temporary Construction Easements P704; P705-R1; and Riparian Easement P805

Prepared by and return to:
Administrative Services/Real Property Division
Attn: Joan Wilke
509 East Avenue South
Clearwater, FL 33756

CONTRACT FOR SALE AND PURCHASE

THIS Real Property Contract for Sale and Purchase (“Contract”) made and entered into this 27 day of March, 2024 between TARPON SPRINGS YACHT CLUB, INC., whose address is 350 N. Spring Blvd, Tarpon Springs, FL 34689, hereinafter referred to as "SELLER" and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 509 East Avenue South, Clearwater, Florida 33756, hereinafter referred to as "BUYER", hereinafter jointly referred to as the “Parties”.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DESCRIPTION OF THE PROPERTY: In consideration of the payment hereinafter agreed to be paid by the BUYER to the SELLER, and in consideration of the covenants of the respective parties hereto, the SELLER does hereby agree to sell and the BUYER does hereby agree to buy, the interests in the property as described in the Easement forms in Attachments “A” and “B” attached hereto and made a part hereof, over the legal description of which is contained in Exhibits “A” to each respective Attachment “A” and “B”, all of which attached hereto and made a part hereof, hereinafter collectively referred to throughout this Contract as the “Property”.

2. PURCHASE PRICE: BUYER agrees to purchase the Property and the SELLER agrees to sell the Property for Three Hundred Twenty Thousand Dollars and Zero Cents

(\$320,000.00), subject to adjustment and proration upon closing as hereinafter provided, payable by certified funds or wire transfer funds at Closing ("Purchase Price"). The Purchase Price includes all amounts to be paid to Seller inclusive of attorney's fees and expert costs.

3. EFFECTIVE DATE: The effective date of this Contract ("Effective Date") shall be the date when the contract is approved and executed by both Parties.

4. CLOSING DATE: This transaction shall be closed on or before thirty (30) days following the Effective Date unless extended by mutual written agreement of the Parties ("Closing Date").

5. CLOSING DOCUMENTS: Closing documents shall be available to the Parties for review ten (10) days prior to closing, including the Easement Form to be executed by SELLER, conveying the Property to BUYER, subject to any and all easements and restriction of record, and any other documents necessary for the closing of this transaction.

6. PLACE OF CLOSING: Closing shall be held at a mutually agreeable date and time, at 509 East Avenue, Clearwater FL 33756, or other location in the county where the Property is located as or other mutually agreeable location, or as a "mail-away" closing at the request of either party.

7. TAXES, FEES, ASSESSMENTS, CLOSING COSTS: BUYER is immune from taxation. To the extent that BUYER is not fully immune from such, BUYER shall only be responsible for the payment of taxes, fees, and special assessments due on the Property from the Closing Date and subsequent years thereafter. Any outstanding taxes for prior years and pro-rated taxes for the current year in which this Contract is made, if any, shall be paid by the SELLER, by separate check at closing to "Pinellas County Tax Collector." The Parties agree that this conveyance of real property is executed in lieu of condemnation proceedings and therefore immune from circuit documentary stamp taxation. Values for recording purposes shall be the Purchase Price set out herein.

8. POSSESSION: SELLER represents that it has title to, and the legal authority to grant the interest in the Property to SELLER and at the time of closing there are and will be no parties in possession other than SELLER and SELLER agrees to deliver possession of the Property. SELLER represents that there are no tenants, or lien or mortgage holder interests effecting the Property, and in the event that such other interests exist, the SELLER agrees that they are responsible for compensating any such other interest holder as they may require under existing

agreements or operation of law applicable to the sale of the Property including but not limited to any applicable mortgage or any tenants which SELLER did not disclose as requested in writing by BUYER within the Property Owner Questionnaire sent to SELLER as an attachment to correspondence dated April 1, 2022. SELLER will indemnify and defend, and pay the costs of defense, for BUYER against any claims of all disclosed or undisclosed tenants, lienholders or mortgage holders. These representations and obligations will survive closing.

9. TITLE EVIDENCE: Ten (10) days prior to the Closing Date, BUYER may, at BUYER'S discretion and expense, obtain a title insurance commitment (the "Title Report") issued by a Florida licensed title insurer agreeing to issue to BUYER, an owner's policy of title insurance in the amount of the Purchase Price insuring BUYER'S good and marketable title to the Property, subject only to those standard exceptions appearing in the owner's title policy, which from the BUYER'S standpoint do not unduly affect title and those items which shall be discharged by SELLER at or before the Closing Date. If defect(s) render title uninsurable, SELLER will have ninety (90) days from receipt of notice within which to remove said defect(s), which shall automatically extend the Closing Date a like amount of time and if SELLER is unsuccessful in removing them, BUYER shall have the option of either accepting the title as it then is or BUYER and SELLER shall be released, as to one another, of all further obligations under this Contract.

10. SURVEY: BUYER may procure a survey at BUYER'S sole expense. As additional consideration to SELLER, BUYER will procure and pay for a boundary survey to be completed that will reflect the SELLER's current and proposed revised State Sovereign Submerged Lands Lease, as SELLER will submit to the Florida Department of Environmental Protection ("FDEP") for modification of such existing State Sovereign Submerged Lands Lease to permit BUYER to obtain a revised State Sovereign Submerged Lands Easement from FDEP to construct the BUYER's Beckett Bridge Replacement and Riverside Dr. Drainage Improvements (PID No.: 001037A and 001037B), hereinafter collectively referred to as the "Project." SELLER will submit the application for modification of the SELLER's State Sovereign Submerged Lands Lease to the FDEP within thirty (30) days of the receipt of the aforementioned survey being provided to SELLER by BUYER. These representations and obligations will survive closing.

11. TIME: Time is of the essence as to this Contract. Any reference herein to time periods shall refer to calendar days, and any time period provided for herein which shall end on a

Saturday, Sunday or County or legal holiday shall extend to 5:00 p.m. of the next full business day.

12. RESTRICTIONS, EASEMENTS, AND LIMITATIONS: BUYER shall take title subject to: zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; plat or other subdivision restrictions; easements of record and any permits to which the Property may be subject. Within thirty (30) days of the completion of the restoration of SELLER's driveway connection to the reconstructed Spring Boulevard in accordance with the Project, SELLER for itself, its successors, heirs and assigns, covenants that it will install and maintain to Florida Department of Transportation (FDOT) standards right-in only and right-out only signage within its property controlling the movement of vehicles into and out of the driveway on the South boundary of SELLER's property. This covenant is ongoing and will survive closing. At closing SELLER will execute a deed restriction in substantially the form attached hereto as Attachment "C".

13. DEFAULT: Unless otherwise agreed to in writing the following applies 1.) If BUYER fails to perform any of the covenants and agreements set herein, BUYER is in default, and SELLER may terminate this Contract, rendering it null and void, and the Parties shall be relieved of any and all further obligations and liabilities to each other under this Contract. 2.) If SELLER fails to perform any of the SELLER'S covenants and agreements set forth in this Contract as specified herein, SELLER is in default and BUYER may terminate this Contract, rendering it null and void, and the Parties shall be relieved of any and all further obligations and liabilities to each other under this Contract.

14. OTHER AGREEMENTS; CONSTRUCTION OF THIS CONTRACT: No other agreements or representations shall be binding upon BUYER or SELLER unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the Parties unless in writing and executed by the Parties. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of Contract in conflict therewith as long as both Parties agree in writing to same by initials of authorized agents. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

15. RELATIONSHIP OF THE PARTIES: Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and

agent, or a partnership or joint venture between the Parties, and nothing contained herein shall be deemed to create any relationship other than the relationship of BUYER and SELLER.

16. **NOTICES:** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be deemed to have been properly given and received when delivered in fact to the other proper party or when deposited if sent by United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or by air express mail, such as Federal Express, whether accepted or refused, to the address set out below or at such other address as is specified by written notice so given in accordance herewith. Notices may also be given by electronic transmission and shall be deemed to have been given and received on the date of such transmission. All notices and requests required or authorized hereunder shall be delivered as aforesaid to the representative Parties as follows:

As to BUYER:

Pinellas County Real Estate Division
Attn: Real Property Manager
509 East Avenue South
Clearwater, FL 33756
Telephone: (727) 464-3496
jwilke@pinellas.gov

As to SELLER:

Tarpon Springs Yacht Club, Inc.
c/o Brian Bolves, Esq.
Manson Bolves Donaldson Varn, P.A
109 N Brush St Ste 300
Tampa, FL 33602-4167
bbolves@mansonbolves.com

17. **DISCLOSURE OF BENEFICIAL INTERESTS:** If title to the Property is held by a partnership, limited partnership, corporation, trust, or any form of representative capacity whatever for others, SELLER shall, upon execution and delivery of this Contract, comply with Florida Statutes, Section 286.23, unless otherwise provided by state law, and simultaneous with the delivery of this Contract, shall deliver to BUYER an affidavit, made under oath and subject to the penalties prescribed for perjury, stating the name and address of the affiant and the name and address of every person having a beneficial interest in the Property, however small or minimal.

18. **BROKER:** SELLER and BUYER each warrant that it has not engaged a real estate broker with respect to the Property. SELLER nor BUYER shall be responsible for any real estate commission or fees, which may be claimed to be due through the SELLER or BUYER or pursuant to any acts of the SELLER. The obligations of SELLER and BUYER hereunder shall survive the closing.

19. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity of any other provision of this Contract, and the Contract shall be amended only to the extent necessary to bring it within the requirements of the law.

20. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation, shall be in Pinellas County, Florida, or the nearest location having jurisdiction.

21. WAIVER: The waiver or failure to enforce any provision of this Contract shall not operate as a waiver of any future breach of such provision or any other provision hereof. No waiver shall be binding unless executed in writing by the party making the waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party shall not be deemed a waiver of said term, covenant, or condition.

22. ENTIRE AGREEMENT: This Contract as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the Parties as hereinbefore stated.

THE BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have fully executed this Contract the day and year first above written.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

Executed by SELLER on: 3/27/24

WITNESSES:

Stan Rogers

Print Name: Stan Rogers

Jennifer Cutting

Print Name: Jennifer Cutting

By: [Signature]

Marta S. Spina

TARPON SPRINGS YACHT CLUB INC.
(Print name/Title)

Executed by BUYER on: 06/11/2024

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY:
PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of Florida.

WITNESSES:

Christian Eres

Print Name: Christian Eres, Deputy Clerk

Derelynn Revie

Print Name: Derelynn Revie, Deputy Clerk

By: [Signature]

ATTEST: KEN BURKE, CLERK

By: [Signature]



PCCAO DOC 463325

ATTACHMENT A to Purchase and Sale Agreement

Project: Beckett Bridge Replacement and Riverside Dr.
PID No.: 001037A and 001037B
Purpose: Temporary Construction Easement P704 & P705-R1

Prepared by and return to:
Administrative Services Department
Prepared by: Joan Wilke
509 East Avenue South
Clearwater, FL 33756

TEMPORARY CONSTRUCTION EASEMENT

TARPON SPRINGS YACHT CLUB INC., whose mailing address is 350 North Spring Blvd, Tarpon Springs, FL 34689, as owner (Owner), of the property located at 350 N. Spring Blvd., Tarpon Springs, FL 34689 (Property), this 27 day of March, 2024, does hereby grant and convey unto Pinellas County, a political subdivision of the State of Florida, whose address is 509 East Ave., Clearwater, FL 33756 (County) a Temporary Construction Easement (Easement) for the Project Identification Numbers (PIDs) noted above (Project), over and upon the Property as particularly described in Exhibit A which is attached hereto and incorporated by reference herein (Easement Area).

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the following improvements, which will be performed by the County or its contractors:

Connection, and paving or concrete work, necessary to connect Owner's driveway with improvements in the right-of-way, in conformance with the County's approved construction plans, including any grading or filling, concrete work, and ground cover restoration necessary to achieve such standards. Any trees or landscaping that are to be permanently removed and not replaced as shown on the Project plans are conveyed to the County with the compensation for the Easement. Any mitigation costs to the city of Tarpon Springs that arise from the removal of any tree(s) within the Easement Area are the sole responsibility of the County.

1. Owner hereby grants to County this Easement. This Easement is being acquired for the purpose of constructing the Project and related improvements, including but not limited to

ATTACHMENT A to Purchase and Sale Agreement

modifications to the Owner's property within the Easement Area to **reconstruct and connect Owner's driveway with improvements in the right-of-way, construct the bridge retaining walls, construct sidewalk, remove shrubbery, plantings, and trees whose roots will be impacted by roadway and drainage construction, grade and restore disturbed areas in conformance with the County's approved construction plans for the Project**, and includes the right to enter upon the Easement Area with personnel, vehicles and equipment by the County, its agents, employees and contractors.

2. This Easement will expire upon the earlier of the completion of the Project or Five (5) Years from the date of execution of the Easement.

3. Owner hereby warrants and covenants (a) that they are the Owner of the fee simple title to the Property, in which the above-described Easement is located; and (b) that Owner has full rights and lawful authority to grant and convey this Easement to the County.

4. Recognizing that due care is to be exercised by the County to avoid, and to repair damage to as good or better condition than existed prior to the County utilizing the Easement Area and to any existing improvements caused by the County in its utilization of the Easement Area. This Easement will also grant access over said Property to allow County personnel and equipment necessary access for the purpose(s) described herein.

5. Nothing herein shall be construed as waiver of any defense or limitation available to the County or Grantor pursuant to Florida Statutes, Section 768.28, as now in effect or as may be amended from time to time.

6. In the event funds are not appropriated by the County in any succeeding fiscal year for purposes described hereunder, then this Easement shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty to the County. However, in the case of the considerations set forth herein, the County will use its best effort to obtain the necessary appropriation of funds in future fiscal years to complete its obligations.

[Signature Page to Follow]

ATTACHMENT A to Purchase and Sale Agreement

IN WITNESS WHEREOF, the parties hereto have fully executed this Easement the day and year first written above.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

WITNESSES:

Stan Rogers

Print Name:

Stan Rogers

Print Name:

Jennifer Cutting

Menta Spigner

TARPON SPRINGS YACHT CLUB INC.

(Print Name/Title)

President

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization this 27 day of March, 2024
by Menta Spigner.

Personally Known OR Produced Identification
Type of Identification Produced _____

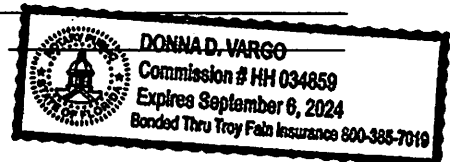
(Notary Seal)

Donna Varco
Notary Public

Printed Name of Notary: Donna Varco

Commission Number: _____

My Commission Expires: _____



COMMISSIONER OF REVENUE
STATE OF TEXAS
Austin, Texas
EXPIRES SEPTEMBER 30, 1934
BOOK 1000 - 1000-1000



SECTION 12, TOWNSHIP 27 SOUTH, RANGE 15 EAST
 DESCRIPTION

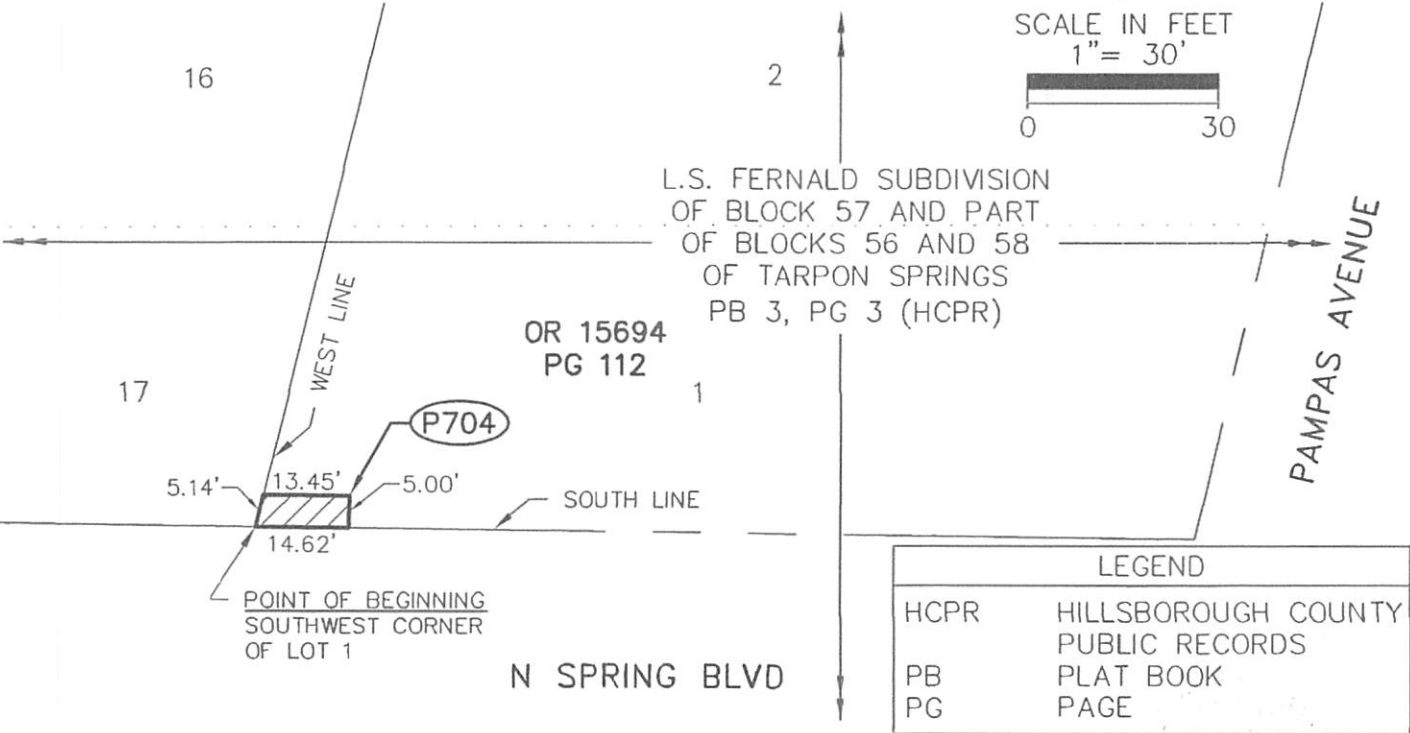
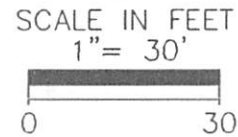
A portion of Lot 1, L.S. FERNALD SUBDIVISION OF BLOCK 57 AND PART OF BLOCKS 56 AND 58 OF TARPON SPRINGS, as recorded in Plat Book 3, Page 3 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, lying in Section 12, Township 27 South, Range 15 East and being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 1 run thence Northerly along the West line thereof, a distance of 5.14 feet; thence Easterly along a line that is 5.00 feet North of and parallel to the South line of said Lot 1, a distance of 13.45 feet; thence Southerly and perpendicular to the said South line, a distance of 5.00 feet to a point on said South line, said point lying 14.62 feet Easterly of the Southwest corner of said Lot 1; thence Westerly along said South line, a distance of 14.62 feet to the POINT OF BEGINNING.

Containing 70 square feet or 0.002 acres more or less.

LEGEND	
OR	OFFICIAL RECORDS BOOK
PG	PAGE

SKETCH - NOT A SURVEY

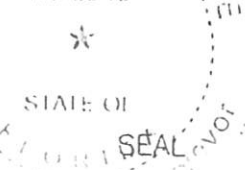


Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description is invalid without the original signature and seal of the Professional Surveyor and Mapper.

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

CHECKED BY: By: Pinellas County Survey and Mapping Division

S.F.N.: 1673
 DATE: 8/2/2021
 PENNY STANDRIDGE SIMONE, LAND SURVEYOR CERTIFICATE NUMBER: 5240
 STATE OF FLORIDA, PHONE # (727) 464-8904



PINELLAS COUNTY
 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328



SECTION 12, TOWNSHIP 27 SOUTH, RANGE 15 EAST

DESCRIPTION

A portion of the grantors track as recorded in Official Records Book 15694, Page 112 of the Public Records of Pinellas County, Florida, being a portion of L.S. FERNALD SUBDIVISION OF BLOCK 57 AND PART OF BLOCKS 56 AND 58 OF TARPON SPRINGS, as recorded in Plat Book 3, Page 3 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, also a portion of Bayou Boulevard, vacated per Official Records Book 18772, Page 1614 of the Public Records of Pinellas County, Florida, and also a portion of the land lying West of and adjacent to said Bayou Boulevard, all lying in Section 12, Township 27 South, Range 15 East and being more particularly described as follows:

The South 5.00 feet of Lot 17 of said L.S. FERNALD SUBDIVISION OF BLOCK 57 AND PART OF BLOCKS 56 AND 58 OF TARPON SPRINGS.

Together with the South 5.00 feet of said vacated Bayou Boulevard.

Also together with the South 5.00 feet of the lands lying West of and adjacent to said Bayou Boulevard, said lands being bounded on the South by the Westerly extension of the South line of said Lot 17, bounded on the West by the waters edge of Tarpon Bayou and bounded on the North by the Westerly extension of the Northerly line of Lot 13 of said L.S. FERNALD SUBDIVISION OF BLOCK 57 AND PART OF BLOCKS 56 AND 58 OF TARPON SPRINGS.

Containing 998 square feet or 0.023 acres more or less.

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description is invalid without the original signature and seal of the Professional Surveyor and Mapper

CALCULATED BY: RAC The above sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

CHECKED BY: PS By: Pinellas County Survey and Mapping Division

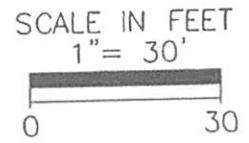
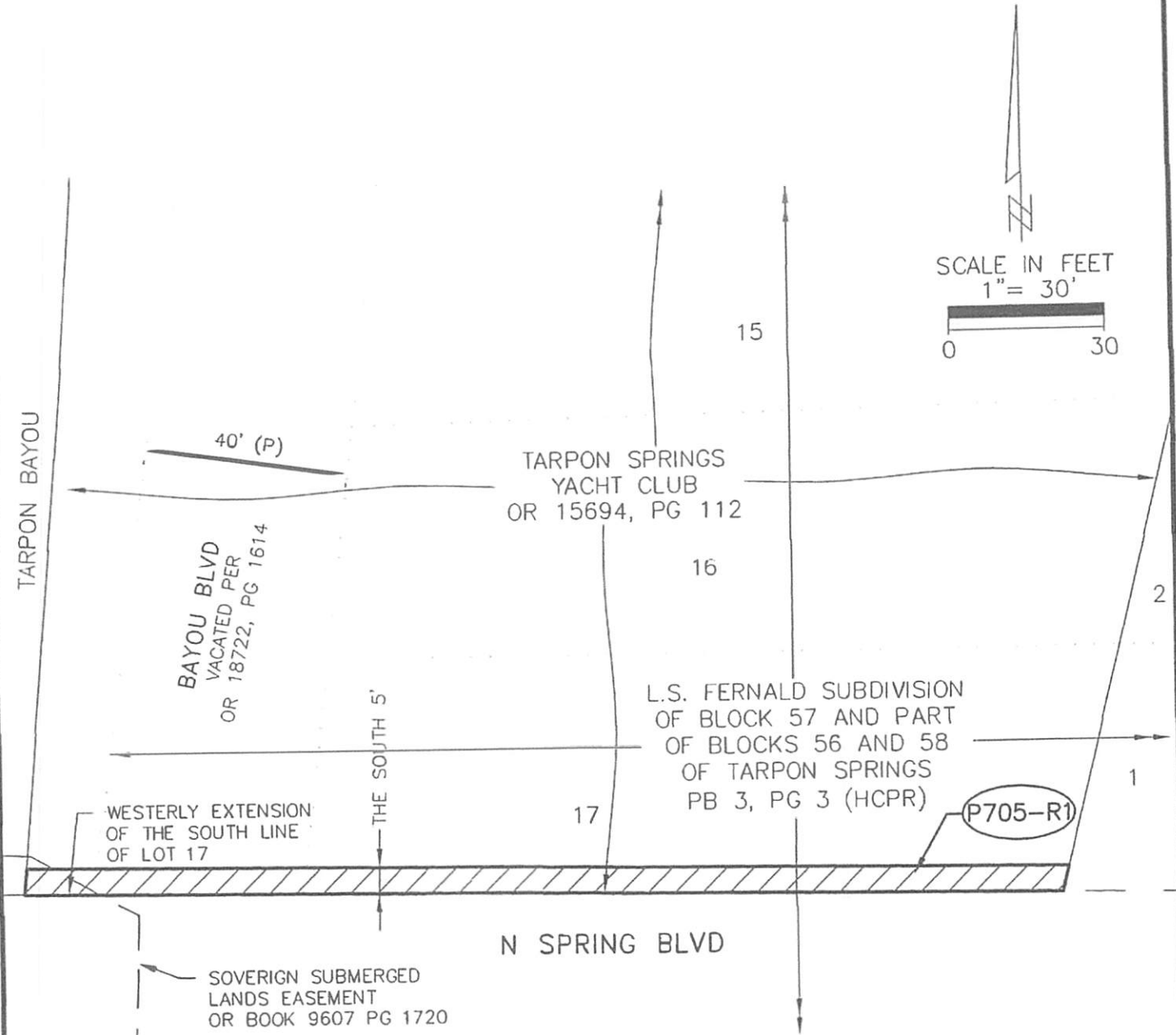
S.F.N.: 1673 PENNY STANDRIDGE SIMONE, LAND SURVEYOR CERTIFICATE NUMBER: 5240
 STATE OF FLORIDA, PHONE # (727) 464-8904 DATE 1-21-2020

SEAL

PINELLAS COUNTY
 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328



SECTION 12, TOWNSHIP 27 SOUTH, RANGE 15 EAST
 SKETCH - NOT A SURVEY



LEGEND	
HCPR	HILLSBOROUGH COUNTY PUBLIC RECORDS
OR	OFFICIAL RECORDS BOOK
(P)	PLAT DATA
PB	PLAT BOOK
PG	PAGE

CALCULATED BY:	RAC
CHECKED BY:	PS
S.F.N.:	1673

ATTACHMENT B – Purchase and Sale Contract

Project: Beckett bridge Replacement
Parcel No.: P805
PID No.: 001037A
Prepared by and return to:
Real Property Division
Attn: Joan Wilke
509 East Avenue South
Clearwater, FL 33756

RIPARIAN EASEMENT

THIS RIPARIAN EASEMENT made this 27 day of March, 2024, by TARPON SPRINGS YACHT CLUB INC., whose mailing address is 350 North Spring Blvd, Tarpon Springs, FL 34689, as owner of the property located at 350 N. Spring Blvd., Tarpon Springs, FL 34689 (“Grantor”) to PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 509 East Avenue South, Clearwater, Florida 33756, (“County”).

WHEREAS, Grantor is the fee simple owner of 350 N. Spring Blvd., Tarpon Springs, FL 34689, located on Whitcomb Bayou in Tarpon Springs, Florida; and

WHEREAS, County is replacing and improving the existing Beckett Bridge located on Whitcomb Bayou, project identification number noted above (“Project”); and

WHEREAS, in order to complete the Project, County must have satisfactory evidence of sufficient upland interest, as defined in Rule 18-21.003(65) of the Florida Administrative Code (“Sufficient Upland Interest”) to extend its sovereignty submerged lands lease from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida; and

WHEREAS, Grantor has agreed to grant a non-exclusive perpetual Riparian Easement for the limited purpose of satisfying the requirements of Rule 18-21.003(65) of the Florida Administrative Code.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency which is hereby

ATTACHMENT B – Purchase and Sale Contract

acknowledged, grants County a nonexclusive perpetual Riparian Easement (“Easement”) over a portion of that certain property owned by Grantor and located in Pinellas County, Florida, to wit:

Lands described in the legal description attached as Exhibit “A” and made a part hereof (“Easement Area”).

TO HAVE AND TO HOLD said Easement unto the County forever, subject to the following conditions:

1. The recitals set forth above are true and correct and incorporated herein by reference.
2. Grantor hereby warrants and covenants (a) that Grantor is the owner of fee simple title to the property in which the above-described Easement Area is located, and (b) Grantor has full right and lawful authority to grant and convey this Easement to County.
3. The Easement rights granted to the County are limited to demonstrating a Sufficient Upland Interest adjacent to the Project area.
4. Except for those acts reasonably necessary to accomplish the purposes of this Easement, County covenants not to do any acts or things that it could reasonably expect to cause damage to Grantor’s premises or interfere with the Grantor’s quiet enjoyment of their property.
5. No right of access by the general public to the Easement Area or any portion of the Grantor’s property is conveyed by this Easement.

[Signature Page to Follow]

ATTACHMENT B – Purchase and Sale Contract

IN WITNESS WHEREOF, the Grantor has fully executed this Easement the day and year first written above.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

WITNESSES:

Stan Rogers

Print Name:

Stan Rogers

Jennifer Cutting

Print Name:

Jennifer Cutting

Marta S. Spigner
PRESIDENT

TARPON SPRINGS YACHT CLUB INC.
(Print Name/Title)

STATE OF FLORIDA
COUNTY OF

Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization

this

27

day of

March

, 2024

by Marta S Spigner.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Seal)

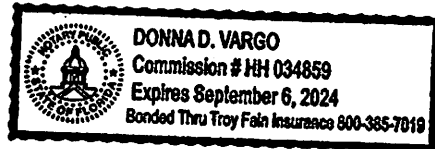
Notary Public

Printed Name of Notary:

Donna VARGO

Commission Number: _____

My Commission Expires: _____



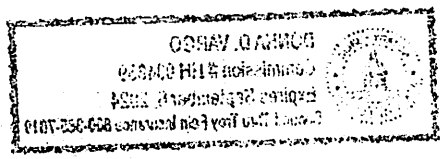
Very faint header text, possibly including a date or reference number.

Very faint body text, possibly a list or set of instructions.

Large, stylized handwritten signature or stamp in the upper right quadrant.

Very faint body text, possibly a list or set of instructions.

Very faint body text, possibly a list or set of instructions.



PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328



SECTION 12, TOWNSHIP 27 SOUTH, RANGE 15 EAST

DESCRIPTION

A portion of the grantor's tract as recorded in Official Records Book 15694, Page 112, of the public records of Pinellas County, Florida and being further described as follows:

A 1 foot strip of upland lying one foot easterly of the mean high water line of Tarpon Bayou lying within 8.2 feet of the South line of Parcel 1, as described in said Official Records Book 15694, Page 112, said South line of Parcel 1 also being the North right-of-way line of North Spring Boulevard and a westerly extension of the South line of lot 17 as recorded in Plat Book 3, Page 3 of the public records of Hillsborough County, Florida of which Pinellas County was formerly a part.

Containing 8 square feet more or less.

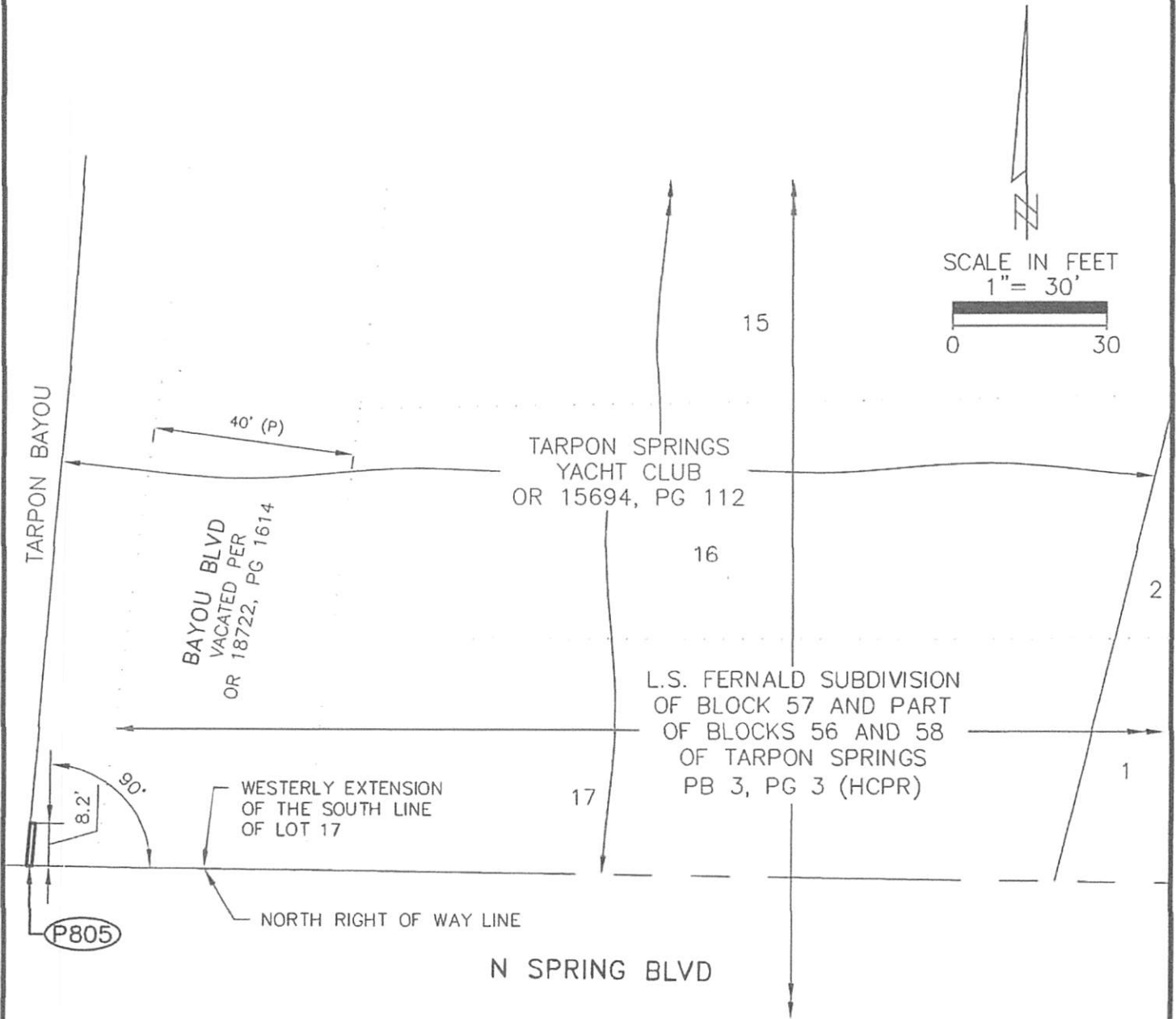
Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description is invalid without the original signature and seal of the Professional Surveyor and Mapper

CALCULATED BY: RAC	The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.
CHECKED BY: PS	By: Pinellas County Survey and Mapping Division
S.F.N.: 1673	DATE <u>1-21-2022</u> PENNY STANDRIDGE SIMONE, LAND SURVEYOR CERTIFICATE NUMBER: 5240 STATE OF FLORIDA, PHONE # (727) 464-8904

SEAL



SECTION 12, TOWNSHIP 27 SOUTH, RANGE 15 EAST
 SKETCH - NOT A SURVEY



CALCULATED BY:
 RAC
 CHECKED BY:
 PS
 S.F.N.:
 1673

LEGEND	
HCPR	HILLSBOROUGH COUNTY PUBLIC RECORDS
OR	OFFICIAL RECORDS BOOK
(P)	PLAT DATA
PB	PLAT BOOK
PG	PAGE

DECLARATION OF RESTRICTIONS

THESE RESTRICTIONS ("RESTRICTIONS") are made by **TARPON SPRINGS YACHT CLUB, INC.**, including its successors, assigns, and transferees, whose address is 350 N. Spring Blvd, Tarpon Springs, FL 34689 ("OWNER"), for the benefit of **PINELLAS COUNTY**, a political subdivision of the State of Florida, whose mailing address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY"). COUNTY and OWNER are jointly referred to from time to time throughout these RESTRICTIONS as "PARTIES".

WITNESSETH:

WHEREAS, on the 27 day of March 2024, the PARTIES executed a Contract for Sale and Purchase for easements ("EASEMENTS") over a certain parcel of real property, further described below, situated and being located in Pinellas County, Florida, and generally located at 350 N. Spring Blvd, Tarpon Springs, FL 34689 ("PROPERTY"); and

WHEREAS, on the 27 day of March 2024, the OWNER executed documents granting the EASEMENTS to COUNTY; and

WHEREAS, the PARTIES agreed that the OWNER would, within thirty (30) days of completion of the restoration work completed by COUNTY, install and maintain certain signage within the PROPERTY directing the movement of vehicles into and out of the restored driveway; and

NOW THEREFORE, in consideration of COUNTY closing this real estate transaction, OWNER hereby declares that the PROPERTY described above will be held, sold, and conveyed subject to the following restrictions, covenants, limitations, and conditions, which will run with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and will inure to the benefit of the COUNTY.

ARTICLE I. RESTRICTIONS

- 1. Recitals.** The foregoing recitals are true and correct and are fully incorporated herein.
- 2. Property.** The PROPERTY subject to these RESTRICTIONS is 350 N. Spring Blvd, Tarpon Springs, FL 34689, more specifically described as:

LEGAL DESCRIPTION:

PARCEL 1

Lots 15, 16, 17 and the South 15 feet of Lot 14, L.S. FERNALD'S SUBDIVISION of Block 57 and part of Blocks 56 and 58, of Tarpon Springs, according to the plat thereof as recorded in Plat Book 3, page 3, Hillsborough County, Florida, in which Pinellas County was formerly a part. ALSO a strip of land lying West of Bayou Boulevard as described in deed recorded in Deed Book 1444, Page 191, Public Records of Pinellas County, Florida.

ATTACHMENT C

PARCEL 2

Lots 5, 13 and the North 35 feet of Lots 4 and 14 of map of L.S. FERNALD'S SUBDIVISION of Block 57 and part of Blocks 56 and 58 of Tarpon Springs as shown on the plat recorded in Plat Book 3, page 3, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part. ALSO all land between a Westwardly projection of the South boundary of the North 35 feet of said Lot 14 extended to the channel in Tarpon Bayou. And the Westwardly projection of Lot 13 extended to the channel in Tarpon Bayou, from the Westerly boundary of said Lot 13 and the North 35 feet of Lot 14 to the Easterly boundary of said channel in Tarpon Bayou, LESS AND EXCEPT the right of way of a 40 foot street known as Bayou Boulevard.

The above land being more particularly described as follows: Begin at the Northwest corner of said Lot 13 above described and run thence Westwardly to the Easterly boundary of the channel in Tarpon Bayou; run thence South 7°18'44" East, to the intersection of the Westerly projection of the Southern boundary of the North 35 feet of Lot 14 described above; thence South 87°50'9" East, to the Southwest corner of the North 35 feet of Lot 14 above described; run thence North 20°39'21" East to Point of Beginning. LESS a right of way along the East side of the last described parcel forty feet wide for a street known as Bayou Boulevard. (Also described in Warranty Deed recorded in Official Records Book 133, Page 350, Public Records of Pinellas County, Florida.)

PARCEL 3

Beginning at the Southeast corner of Lot 4 of L.S. FERNALD'S SUBDIVISION of Block 57 and parts of Blocks 56 and 58 of Tarpon Springs, according to the plat thereof recorded in Plat Book 3, page 3, of the Public Records of Hillsborough County, Florida, in which Pinellas County was formerly a part; thence run North a distance of 15 feet along the Easterly boundary of said Lot 4, to a point; thence West on a line parallel with the Southerly line of said lot to the Westerly boundary of said Lot 4; thence Southerly along the Westerly boundary of said Lot 4, to the Southwest corner of said Lot 4; thence East along the Southerly boundary of said Lot 4 to the Point of Beginning; ALSO all of Lots 1, 2 and 3 of L.S. FERNALD'S SUBDIVISION of Block 57 and part of Blocks 56 and 58 of Tarpon Springs, according to the plat thereof recorded in Plat Book 3, Page 3, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

PARCEL 4

Leasehold Estate in a parcel of sovereignty submerged land in Section 12, Township 27 South, Range 15 East in Anclote River, Pinellas County, Florida described on the sketch labeled as Exhibit "A" of the Sovereignty Submerged Lands Lease No. 520025043 recorded in Official Records Book 10737, Page 1829; Renewal and Modification recorded in Official Records Book 14340, Page 972; Modification to Change Upland Ownership recorded in Official Records Book 15992, Page 1750; Lease Renewals recorded in Official Records Book 16598, Page 833, Official Records Book 18444, Page 1665 and Official Records Book 20403, Page 532 as affected by the replacement submerged lands lease to be recorded, all of the Public Records of Pinellas County Florida, and located immediately waterward of the upland property described as Parcels 1 and 2 hereof.

PARCEL 5

That portion of Bayou Boulevard lying North of North Spring Boulevard and South of the North boundary line extended in a Westerly direction of Lot 13 L.S. FERNALD'S SUBDIVISION of

ATTACHMENT C

Block 57 and part of Blocks 56 and 58, of Tarpon Springs, according to the plat thereof as recorded in Plat Book 3, page 3, Hillsborough County, Florida, in which Pinellas County was formerly a part vacated by Ordinance No. 2015-06 recorded in Official Records Book 18722, Page 1614 of the Public Records of Pinellas County, Florida.

PARCEL I.D. NOS.: 12-27-15-27774-000-0041 and 12-27-15-27774-000-0010

The OWNER hereby warrants that it is the only fee simple owner of the Property and is lawfully able to enter into these RESTRICTIONS applicable to the Property as described herein.

- 3. Use Restrictions.** OWNER covenants and agrees that use of the Property will be restricted as follows:

Within thirty (30) days of the completion of the restoration of OWNER's driveway connection to the reconstructed Spring Boulevard in accordance with the Project, OWNER for itself, its successors, heirs and assigns, covenants that it will install and maintain right-in only and right-out only signage within its property controlling the movement of vehicles into and out of the driveway on the South boundary of OWNER's property. This covenant is ongoing and will survive closing.

- 4. Restricted Period.** For the purposes of these RESTRICTIONS, the Restricted Period will commence on the date of execution and will remain in perpetuity of OWNER's, including its successors, assigns, and transferees, ownership of the PROPERTY or for as long as the driveway exists connecting to Spring Boulevard at or about its current location. In the event that the driveway connection to Spring Boulevard in its current location is removed or relocated to the East of its current location, this restriction will end, and any new connection must meet all then applicable regulatory standards.
- 5. Covenants Running With the Land.** The covenants and conditions contained herein will run with the land and will bind, and the benefits will inure, to the OWNER, its successors, assigns, lessees, and all subsequent owners of the Property or any interest therein, for the entire duration of the Restricted Period. The OWNER must expressly reference the conditions and covenants of these RESTRICTIONS on any deed or other instrument conveying ownership interest in the Property.
- 6. Recordation:** These RESTRICTIONS will be properly filed and recorded, upon closing of the sale transaction, in the official public records of Pinellas County, Florida and will constitute a restriction upon the use of the PROPERTY subject to and in accordance with the terms contained herein.

ARTICLE II. MISCELLANEOUS

- 1. Governing Law.** Any claim will be governed by and interpreted in accordance with the laws of the state of Florida.

ATTACHMENT C

2. Venue. Any action regarding the enforcement of these Restrictions must be brought in the Circuit Court in Pinellas County, Florida.
3. Waiver. The waiver or invalidity of any part of these Restrictions will not affect the validity or enforceability of the remaining portions.
4. Enforcement. The County will have the right to specifically enforce these Restrictions and is entitled to all remedies at law or in equity in the event of Owner's non-compliance with these Restrictions.
5. Notices. All notices to be given to COUNTY pursuant to these Restrictions must be delivered by regular U.S. mail as follows:

As to BUYER:

Pinellas County Real Estate Division
Attn: Real Property Manager
509 East Avenue South
Clearwater, FL 33756

As to SELLER:

Tarpon Springs Yacht Club, Inc.
350 North Spring Boulevard
Tarpon Springs, FL 34689

OWNER and COUNTY each reserve the right to change their respective addresses by amendment to these Restrictions recorded in the Public Records of the County from time to time.

(SIGNATURE PAGE/S FOLLOWS)

IN WITNESS WHEREOF, the OWNER has caused these presents to be executed on the day of execution as shown below.

ATTEST: *Note: Two witnesses are required*

OWNER: Tarpon Springs Yacht Club Inc.

[Signature]
Witness #1 Signature

By: [Signature]
Signature

Stan Rappert
Print or Type Name

Marla Spigener President
Print Name/Title

[Signature]
Witness #2 Signature

Date: 3/27/24

Jennifer Cutting
Print or Type Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of March, 2024 by Marla Spigener on behalf of the Agency. He/she is personally known to me or has produced Personal Loan as identification and did/did not take an oath.

[Signature]
Signature

(NOTARY STAMP/SEAL ABOVE)

Name of Notary, typed, printed or stamped

