

This instrument prepared by,
or under the direction of
By: _____
Department of Transportation
11201 N. Malcolm McKinley Drive
Tampa, Florida 33612

PARCEL : 801.01
WPI/SEG : 2567743/2
S.R. NO.: 55/19
COUNTY : PINELLAS
SECTION : 15150-XXXX
MANAGING DISTRICT: SEVEN
FOLIO # : 19-28-16-00000-210-0100

Legal Description Approved:
Date: 6/17/19 By: MICHAEL KASPRZYK

PE.11

PERPETUAL EASEMENT

THIS EASEMENT made this _____ day of _____, 2020, by PINELLAS COUNTY, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 11201 N. McKinley Dr. Tampa, Fl 33612, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual, non-exclusive easement for the purpose of constructing and maintaining underground storm water conveyance pipes, outfall pipes, drainage structures, a pedestrian overpass structure including access ramp structures and a gravity wall including rights of ingress /egress for clearing, excavating, construction, and maintenance in, over, under, upon and through the following described land in PINELLAS County, Florida, viz:

A parcel of land lying in the northwest one-quarter of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida, also being a portion of the land described in Official Records Book 2772 Page 124 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

COMMENCE at the Brass Disk marked (P.C.E.D.) located at the northwest corner of the northwest one-quarter of said Section 19; thence easterly along the north line of said northwest one-quarter of Section 19, N 88°36'29" E, a distance of 2743.04 feet to a point on the west right of way line of State Road 55 (US 19) as per State Project Number 1515-101(207) and POINT OF BEGINNING; thence southerly along said west right of way line, S 00°00'29"E, a distance of 115.99 feet; thence departing said west right of way line, N 90°00'00" W, a distance of 26.58 feet; thence S 00°00'29" E, a distance of 133.25 feet; thence S 90°00'00" E, a distance of 26.58 feet to a point on the aforementioned west right of way line of State Road 55 (US 19); thence southerly along said west right of way line, S 00°00'29" E, a distance of 90.70 feet; thence departing said west right of way line, S 88°44'12" W, a distance of 1320.48 feet to the southeast corner of Lot 1 Turner's Acre as recorded in Plat book 68, Page 83 Public Records of Pinellas County, Florida; thence northerly along the east line of said Turners Acre and extension thereof, N 00°10'18" W, a distance of 336.96 feet to a point on the north line of said Section 19; thence easterly along said north line of Section 19, N 88°36'29" E, a distance of 60.01 feet; thence departing said north line of Section 19, S 00°10'18" E, a distance of 277.08 feet; thence N 88°44'12" E, a distance of 1250.63 feet; thence N 00°00'29" W, a distance of 21.91 feet; thence N 90°00'00" W, a distance of 25.58 feet; thence N 00°00'29" W, a distance of 151.25 feet; thence S 90°00'00" E, a distance of 25.58 feet;

thence N 00°00'29" W, a distance of 106.75 feet to a point on the north line of said Section 19; thence easterly along said north line of Section 19, N 88°36'29" E, a distance of 10.00 feet to the POINT OF BEGINNING.

Said lands containing 2.272 acres, more or less.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

By acceptance of this easement, grantee acknowledges and agrees that grantor has existing infrastructure within the easement area, that grantor reserves the right to operate, maintain, and replace said or additional infrastructure within the easement area, and that grantee may not unreasonably interfere with same. Grantee further agrees that it shall be responsible for any and all damage to said infrastructure proximately caused by grantee exercising the rights granted herein. Grantor likewise acknowledges and agrees it will not unreasonably interfere with the rights conveyed to grantee by this easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

WITNESSES:

PRINT NAME

PRINT NAME

PINELLAS County, Florida
By Its Board of County Commissioners

By: _____
Its Chairperson (or Vice-Chairperson)

PRINT NAME _____
ADDRESS _____

ATTEST: _____
Clerk (or Deputy Clerk)

(S E A L)

STATE OF FLORIDA
COUNTY OF PINELLAS

APPROVED AS TO FORM

By: Chelsea Waudy
Office of the County Attorney

The foregoing instrument was acknowledged before me by means of: Physical presence or online notarization this _____ day of _____, 2020, by _____, Chairperson (or Vice-Chairperson), of the Board of County Commissioners of PINELLAS County, Florida, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

NOTARY PUBLIC

Name typed, printed, or stamped _____
My Commission expires _____