

Prepared by and return to:  
Real Property Division  
Attn: Amanda Gillespie  
509 East Ave. South  
Clearwater, FL 33756

SAFETY HARBOR INTERLOCAL AGREEMENT  
EXHIBIT "C"

ASSIGNMENT OF EASEMENTS  
&  
PROPERTY TRANSFERS

This Assignment of Easements is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court St, Clearwater, FL 33756, Attention: Real Property Division, hereinafter referred to as "COUNTY," and the CITY OF SAFETY HARBOR, a municipal corporation of the State of Florida, Attention: City Clerk, whose address is 750 Main Street, Safety Harbor, FL 34695, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, a perpetual drainage easement was entered into on April 13, 1978, by and between RAYFIELD LUKE AND LILLIE BELL LUKE and COUNTY that did grant and convey unto COUNTY, a perpetual drainage easement, subsequently recorded in Official Records Book 4688, Page 957, the nature and description of said easement is further described in the "ATTACHMENT 1" ("Easement"); and

WHEREAS, a Warranty Deed was granted on August 5, 2014, by and between GGR PHILIPPE OAKS, LLP., a Florida Limited Liability Partnership and COUNTY that did grant and convey unto COUNTY, the fee simple interest in Pinellas County Parcel ID# 28/28/16/00000/120/0910, subsequently recorded in Official Records Book 18487, Pages 1705-1708, the nature and description of which is further described in the ATTACHMENT "2" ("Property"); and

WHEREAS, the COUNTY desires to assign the Easement and transfer the Property to the CITY; and

WHEREAS, the CITY desires to accept the Easement and Property from the COUNTY.

NOW THEREFORE, the parties hereto agree as follows:

1. The recitals set forth above are true and correct and incorporated herein by reference.
2. The COUNTY, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, 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 Easement described in and attached hereto as **Attachment “1”**.

3. The COUNTY, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, does hereby grant, bargain, quitclaim, and sell to the CITY its heirs and assigns forever, the Property, pursuant to Section 125.411, Florida Statutes: all lands described in and attached hereto as **Attachment “2”**. Said warranty deed conveyances also includes the transfer of all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the said land pursuant to Section 270.11, Florida Statutes.
4. The COUNTY does not guarantee the fitness or character of the Easement and Property for use by the CITY.
5. This Assignment of Easements and Property Transfers shall run with the land and shall be binding to the benefit of the parties hereto, their successors in title and assigns.
6. This Assignment of Easement and Property Transfer shall divest the COUNTY of all legal rights, liabilities, obligations, and responsibilities associated with the Easement and Property, to include operation and maintenance, as of the Effective Date shown above.
7. CITY shall assume all legal rights, liabilities, obligations, and responsibilities associated with the Easement and Property, to include operation and maintenance, as of the Effective Date.
8. This Assignment of Easement and Transfer of Property shall not affect or release any public Right-of-way for any portion of the Easement of Property.
9. The purpose of the Easement and Property as established in Attachments 1-2 shall remain as described in said respective documents.

IN WITNESS WHEREOF, CITY and COUNTY have hereunder set their respective hands and seals on the day and year referenced below.

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SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

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


Name: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Kathleen Peters, Chairman

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Maria White  
Assistant County Attorney

ATTEST:  
KEN BURKE  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

COUNTER SIGNED:

CITY OF SAFETY HARBOR, FLORIDA  
A municipal corporation of the State of Florida

By: \_\_\_\_\_  
Matthew Spoor, City Manager

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
Sarah Johnston, City Attorney

By: \_\_\_\_\_  
Rachael Telesca, City Clerk

RECORDED  
PINELLAS CO. FLORIDA  
H. M. Bell  
CLERK CIRCUIT COURT

78064738

O. R. 4688 PAGE 957

APR 28 11 47 AM '78

DRAINAGE EASEMENT

THIS INDENTURE, made this 13th day of APRIL, A.D. 1978,

BETWEEN RAYFIELD LUKE and LILLIE BELL LUKE, his wife

of the County of Pinellas and State of Florida, parties of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, 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:

The west 10 feet of the south 420.0 feet of the Southwest quarter (SW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section 33, Township 28 South, Range 16 East, Pinellas County, Florida.

For the construction, operation and maintenance of a drainage facility.

01 Cash 11 Chg  
40 Rec Chg 4.00  
41 St 25  
42 Sur 55  
43 Int  
Tot -85 + 4.00 Chg

PINELLAS COUNTY  
2 8 4 8 8 8  
STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
P.B. APR 28 '78  
10534  
00.30

14 14173510 72 0001. 28AL78  
41 .30 DS  
42 .55 ST  
85 CA

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Charles E. Trulock  
Mary J. Trulock

Rayfield Luke L.S.  
Lillie Bell Luke L.S.  
L.S.

(signature of two witnesses required by Florida Law)

STATE OF FLORIDA  
COUNTY OF PINELLAS

PINELLAS COUNTY  
0 2 9 3 8 5  
FLORIDA  
DEPT. OF REVENUE  
APR 28 '78  
P.B. 11111  
DOCUMENTARY SUR TAX  
00.55

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

Rayfield Luke and Lillie Bell Luke

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

WITNESS my hand and official seal this 13th day of APRIL, A.D. 1978.

Charles E. Trulock  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA - AT LARGE  
MY COMMISSION EXPIRES JULY 5 1981  
ISSUED THRU GENERAL LANS UNDERWRITER

Prepared by:  
Paul Bumiller  
315 Haven Street  
Clearwater, Florida 33516

RETURN TO:  
PINELLAS COUNTY R/W.  
SPECIAL ACCOUNT

0 9 5 7

**Project: Philippe Oaks**  
**UP No.: 14-0020**

Prepared by and return to:  
Real Property Division  
Attn: M. Leah Pietroburgo  
509 East Ave. South  
Clearwater, FL 33756

Property Appraiser  
Attention: *DEI*

**WARRANTY DEED**

THIS DEED, made this 5 day of AUGUST, 2014, by GGR PHILIPPE OAKS, LLP, a Florida Limited Liability Partnership whose address is 46 West Lemon Street, Tarpon Springs, Florida 34689, hereinafter referred to as "Grantor" to PINELLAS COUNTY, whose address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as "Grantee."

**WITNESSETH**

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00), to them in hand paid by the Grantee, the receipt of which is hereby acknowledged, have granted, bargained and sold to the Grantee, its successors and assigns forever, the following described land, lying and being in Pinellas County, Florida, to wit:

Lands described in legal description attached as Exhibit "A"  
hereto and by this reference made a part hereof.  
Subject to Easements and Restrictions of record.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining.

Property is acquired for public road right-of-way, sidewalk, drainage, and any utility purposes.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the aforesaid Grantor has set its hand on the day and year first written above.

SIGNED AND DELIVERED  
IN THE PRESENCE OF:

GGR PHILIPPE OAKS, LLP,

WITNESSES:

LLP Partner:

By: George C. Zutes Family Trust, dated 7/30/97

Annette J. Noff  
Print Name: Annette J. Noff

George C. Zutes  
George C. Zutes, Trustee

LLP Partner:

By: George P. Stamas Family Trust, dated 7/9/97

DAVID C. NORTON  
Print Name: DAVID C. NORTON

George P. Stamas  
George P. Stamas, Trustee

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5 day of AUGUST, <sup>2014</sup> by George C. Zutes, Trustee of the George C. Zutes Family Trust, partner on behalf of GGR Philippe Oaks, LLP, a partnership. The individual is personally known to me and/or has produced a Florida Driver's License as identification.

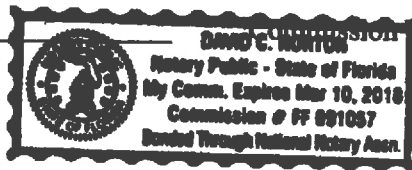
NOTARY

NOTARY DAVID C. NORTON

SEAL

Print Name: DAVID C. NORTON

My Commission Expires:



Commission Number: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5 day of AUGUST, 2014, by George P. Stamas, Trustee of the George P. Stamas Family Trust, partner on behalf of GGR Philippe Oaks, LLP, a partnership. The individual is personally known to me and/or has produced a Florida Driver's License as identification.

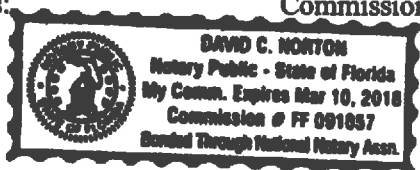
NOTARY

NOTARY DAVID C. NORTON

SEAL

Print Name: DAVID C. NORTON

My Commission Expires:



Commission Number: \_\_\_\_\_

~~PRECISION~~ SURVEYING & MAPPING, INC.

SEC. 28, TWP. 28 S., RNG. 16 E.

EXHIBIT "A"

SKETCH OF

ADDITIONAL RIGHT-OF-WAY FOR RIGSBY LANE

A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF BERMUDA SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 106, PAGES 94 AND 95 OF THE PUBLIC RECORDS OF SAID PINELLAS COUNTY FOR A POINT OF BEGINNING; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID BERMUDA SUBDIVISION, THE SAME BEING THE NORTH BOUNDARY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 17345, PAGE 2155 OF SAID PUBLIC RECORDS, SOUTH 89°26'40" EAST, A DISTANCE OF 3.07 FEET; THENCE SOUTH 00°25'38" WEST, A DISTANCE OF 333.70 FEET TO THE SOUTH BOUNDARY LINE OF SAID PARCEL; THENCE ALONG SAID SOUTH BOUNDARY LINE, NORTH 89°29'33" WEST, A DISTANCE OF 13.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, THE SAME BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF RIGSBY LANE; THENCE ALONG THE WEST BOUNDARY LINE OF SAID PARCEL, NORTH 00°25'38" EAST, A DISTANCE OF 333.72 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, THENCE ALONG THE NORTH BOUNDARY LINE OF SAID PARCEL SOUTH 89°26'40" EAST, A DISTANCE OF 9.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 4,338 SQUARE FEET MORE OR LESS.

(CLOSES 0.009' J.M.M.)

Reviewed by: GH SBZ  
Date: 7-28-14  
SFN # 1332-325

~~PRECISION~~ SURVEYING & MAPPING, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB-6734  
5223 HUNTERS RIDGE DRIVE  
NEW PORT RICHEY, FLORIDA 34655  
727-841-8414

WORK ORDER NO: 140020  
FOR: PIONEER DEVELOPERS OF AMERICA, INC.  
DATE OF SKETCH: FEBRUARY 13, 2014  
REVISED JULY 14, 2014 TO REMOVE "EASEMENT" FROM LEGAL DESCRIPTION.  
SHEET 1 OF 2

Jon S. Robbins 7-14-14  
JON S. ROBBINS DATE  
PROFESSIONAL SURVEYOR AND MAPPER NO. 4452  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PRECISION SURVEYING & MAPPING, INC.

GENERAL NOTES

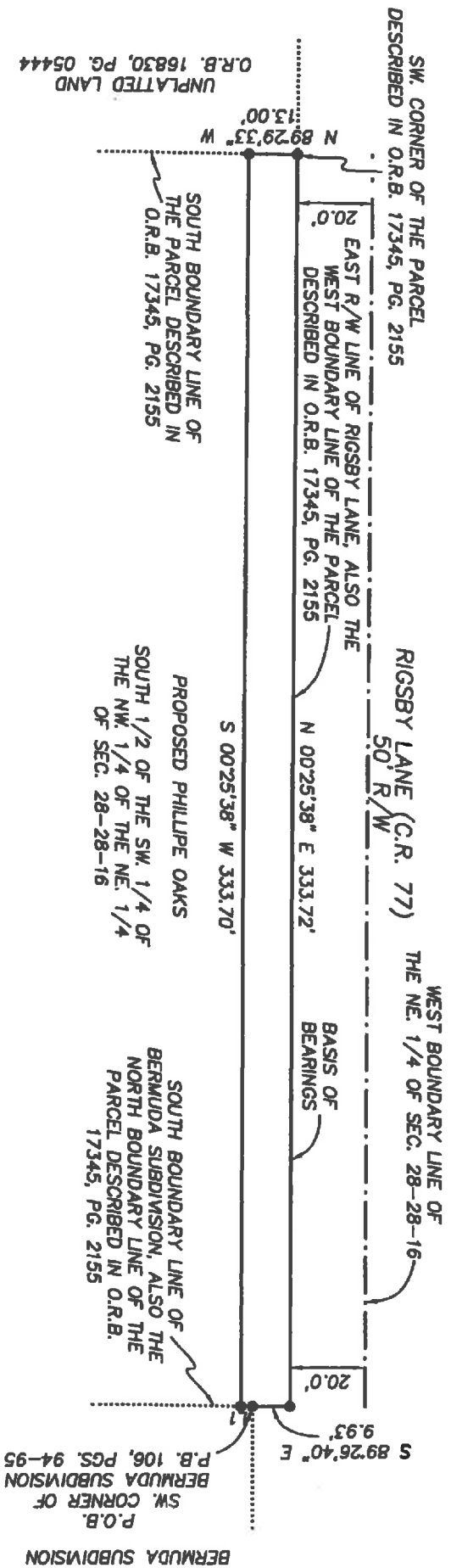
1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT BEARING OF SOUTH 00°25'38" WEST, FOR THE EAST RIGHT-OF-WAY LINE OF RIGSBY LANE AS SHOWN ON THE PLAT OF BERUDA SUBDIVISION, RECORDED IN PLAT BOOK 106, PAGES 94 AND 95 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

SEC. 28, TWP. 28 S., RNG. 16 E.

EXHIBIT 'A'



- LEGEND**
- PG. = PAGE
  - RNG. = RANGE
  - SEC. = SECTION
  - TWP. = TOWNSHIP
  - P.B. = PLAT BOOK
  - R/W = RIGHT-OF-WAY
  - P.O.B. = POINT OF BEGINNING
  - O.R.B. = OFFICIAL RECORDS BOOK



LINE	BEARING	DISTANCE
L1	S 89°26'40" E	3.07'

WORK ORDER NO: 140020  
 FOR: PIONEER DEVELOPERS OF AMERICA, INC.  
 DATE OF SKETCH: FEBRUARY 13, 2014  
 REVISED JULY 14, 2014 TO REMOVE "EASEMENT" FROM LEGAL DESCRIPTION.  
 SHEET 2 OF 2

PRECISION SURVEYING & MAPPING, INC.  
 CERTIFICATE OF AUTHORIZATION NO. LB-6734  
 5223 HUNTERS RIDGE DRIVE  
 NEW PORT RICHEY, FLORIDA 34655  
 727-841-8414

F.B. NA  
 P.C. NA

DRAWN BY: J.M.M.  
 CK'D BY: J.S.R.