

**ROAD TRANSFER AGREEMENT
BETWEEN PINELLAS COUNTY, FLORIDA
AND CITY OF SAFETY HARBOR, FLORIDA**

THIS AGREEMENT made and entered into this 6TH day of May, 2024, by and between: **PINELLAS COUNTY, FLORIDA**, a political subdivision of the State of Florida, (“**COUNTY**”), by and through its Board of County Commissioners, and the **CITY OF SAFETY HARBOR**, a municipal corporation existing under the laws of the State of Florida, (“**CITY**”).

WITNESSETH:

WHEREAS, pursuant to Section 334.03(21), Florida Statutes (2023), right-of-way is defined as “land in which the state, the department, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility;” and

WHEREAS, pursuant to Section 334.03(22), Florida Statutes (2023), “Road” is defined as “a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel and all ferries used in connection therewith;” and

WHEREAS, pursuant to Section 334.03(8), Florida Statutes (2023), the “County Road System” is defined as “all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System;” and

WHEREAS, pursuant to Section 334.03(3), Florida Statutes (2023), the “City Street System” is defined as “all local roads within a municipality, and all collector roads inside that municipality, which are not in the County Road System;” and

WHEREAS, pursuant to Section 335.0415, Florida Statutes (2023), the jurisdiction and responsibility for operation and maintenance of public roads is that which existed on June 10, 1995 and may be transferred by mutual agreement of the **COUNTY** and the **CITY**; and

WHEREAS, Section 337.29(3), Florida Statutes (2023), provides that title to roads transferred pursuant to Section 335.0415 shall be in the government entity to which such roads have been transferred upon the recording of a deed or right-of-way map in the public records; and

WHEREAS, there are certain roads and portions thereof on the County Road System but which are within the municipal limits of the City on which the City has previously and voluntarily performed some maintenance work on for the benefit of the public, which roads are described on Exhibit A and depicted on Exhibit B (the “Road Segments”); and

WHEREAS, the Road Segments have been regularly maintained by the County and/or the City, jointly or severally, for the immediate past 7 years; and

WHEREAS, there are certain unopened platted alleys, streets, rights-of-way, as defined in Florida Statutes, Section 177.031 (2023), within or immediately adjacent to the City and shall be referred to herein as the “Right-of-Way Segments” which the Parties desire to clarify or transfer jurisdiction, interest and control to the City. These Right-of-Way Segments are described in Exhibits A and B; and

**KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2024150562 06/13/2024 08:56 AM
OFF REC BK: 22829 PG: 1702-1727
DocType:AGM**

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the parties that responsibility for the operation, maintenance, planning, design and construction of the Road Segments and Right-of-Way Segments be transferred to the CITY and of any future improvements thereto will be the responsibility of the CITY.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

- 1) The above recitals are true and correct and incorporated herein.
- 2) The COUNTY'S jurisdiction, rights, interest and title, if any, and control of the Road Segments, as defined in Section 334.03 (22), Florida Statutes (2023), are transferred and conveyed to the CITY's City Street System, such transfer to include maintenance responsibilities for stormwater facilities as identified in Section 334.03(22).
- 3) Any of the COUNTY'S jurisdiction, rights, interest and control of the Right-of-Way Segments are transferred and conveyed to the CITY, such transfer to include maintenance responsibilities for stormwater facilities as identified in Section 334.03(22).
- 4) Within 30 days of the execution of this agreement by both parties, the County will file right-of-way maps which are substantially the same as that attached hereto as Exhibit B, transfer(s) of easement and fee simple property which are substantially the same as those attached hereto as Exhibit C to transfer any recorded easements or deeds reflected on Exhibit B as "to be transferred by separate instrument." In accordance with Section 337.29 (3), Florida Statutes (2020), upon the recording of the right-of-way map or deed of conveyance, the CITY accepts all legal rights, responsibilities, and obligations with respect to the Road Segments and Right-of-Way Segments as of the date thereof, including but not limited to the operation, planning, design, construction, improvement, and maintenance of the Road Segments and Right-of-Way Segments, including stormwater drainage and facilities, including mitigation sites, within and appurtenant to the rights-of-way transferred herein and the permitting associated therewith. As to the Right-of-Way Segments within the municipal boundaries, the legal rights and obligations arising prior to the date of this agreement shall be as established by law. The CITY shall also have the same governmental, corporate, and proprietary powers with relation to the Road Segments and Right-of-Way Segments as the CITY has with relation to other public roads and rights-of-way within the CITY's City Street System.
- 5) The CITY recognizes that the COUNTY may have utilities located within the Segments which are being transferred as part of this agreement. The parties recognize that this Agreement does not affect those utilities as they currently exist, but the COUNTY will be subject to the CITY'S requirements, including permitting, for subsequent modifications, the relocation of utilities or the placement of additional utilities.
- 6) As limited by Section 768.28, Florida Statutes, and in accordance with Section 337.29, Florida Statutes (2023), each party shall remain responsible for any tort liability for any actions arising out of its operation and maintenance of the Road Segments and/or Right-of-Way Segments prior and up to the effective date of recording of the right of way map and deed transferring the Road Segments and Right-of-Way Segments to the City pursuant to this Agreement. Except as otherwise provided herein, the CITY and the COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action that may be brought against either party pursuant to this Agreement. The CITY and the COUNTY shall each individually defend any action or proceedings brought against their respective agencies pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any

orders, judgments or decrees that may be entered as a result thereof. Nothing herein is intended to serve as a waiver of any immunity from or limitation of liability that either the CITY or COUNTY are entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the COUNTY or CITY to be sued by third parties in any matter arising out of this Agreement.

7) COUNTY shall provide CITY with a list of all completed, planned and/or unfunded roadway/sidewalk/stripping projects for the Road Segments and/or Right-of-Way Segments and, upon the City Manager's request, access to Plans, Specifications, Drawings, and Permits for such projects if available. COUNTY shall assign to CITY any existing contractor or manufacturer warranties or guarantees for any completed projects for the Road Segments. COUNTY shall facilitate the transfer of operation and maintenance responsibilities to CITY for COUNTY obtained environmental permits obtained from County, State or Federal entities.

8) The Parties recognize that the Road Segments transferred herein are in need of improvement and, therefore the COUNTY will mill 1 1/2" depth and resurface Rigsby Lane from Allen Avenue to SR 580 and Fairview Street from West end to Philippe Parkway (SR 590) within six (6) months of recording of the right of way map and deed of transfer pursuant to this Agreement. Notwithstanding any contrary provision in paragraph 6 above, the COUNTY shall be liable for its sole negligence occurring during the milling and resurfacing of the Rigsby Lane and Fairview Street Segments. The COUNTY will notify the CITY prior to commencement of these Road Segments improvements and upon completion of these improvements, at which time any further ongoing liability of the COUNTY shall cease.

9) Whenever one of the parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:
Director of Public Works Department
Pinellas County
22211 US Hwy 19, Bldg. 1
Clearwater, FL 33765
(727) 464-8900

For the CITY:
City Manager
City of Safety Harbor
750 Main St.
Safety Harbor, FL 34695

10) CITY and COUNTY agree that this is the entire agreement between the parties with regard to the transfer or clarification of jurisdiction and control of the Road Segments and Right-of-Way Segments. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the roadways transferred herein and there are no commitments, agreements or understandings as to the Road Segments and Right-of-Way Segments subject to this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity therewith. Nothing herein shall prevent CITY and COUNTY from transferring additional roadways or unopened platted rights-of-way in the future by the execution of separate agreement.

11) If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12) The failure of either party to insist upon strict performance of any terms of this Agreement shall not be considered a waiver of any provisions set forth herein and shall not prevent enforcement of this Agreement.

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

14) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

15) This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any state court action pertaining to this Agreement shall lie solely in the county or circuit courts in and for Pinellas County, Florida and shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division for any federal court action. The COUNTY and CITY shall each promptly notify the other of the receipt of any third-party claim involving, or resulting from, either party's jurisdiction, operation, or maintenance of the Road Segments or Right-of-Way Segments. Both parties agree to fully cooperate with each other to investigate and resolve any such claims, including but not limited to providing all necessary documents showing ownership, jurisdiction, maintenance and/or operational activities for the Road Segments and Right-of-Way Segments prior to their transfer pursuant to this Agreement.

(REMAINDER OF PAGE INTENTAILLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed by their duly authorized offices, and their office seals hereto affixed, the day and year first above written.

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

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

BY: [Signature]
Matthew Spoor, City Manager

BY: [Signature]
Kathleen Peters, Commission Chair



ATTEST: CITY CLERK

ATTEST: Ken Burke, Clerk

By: [Signature]
(Seal)

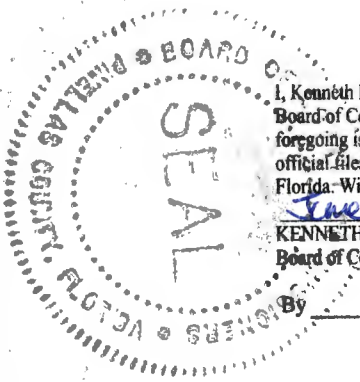
By: [Signature]
Deputy Clerk (Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM

By: [Signature]
City Attorney

By: Maria C. White, Esq.
Office of the County Attorney



I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this 12 day of June, 2024.

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.
By: [Signature]
Deputy Clerk

EXHIBIT A
Road Transfer Agreement
Road Segments Transferred from Pinellas
County, Florida to City of Safety Harbor, Florida

Road Name	From	To	Exhibit Sheet #	C/L Miles	Plat Name or Document Type	Book and Page
Bay Shore Dr	South Terminus	Highway to Bay Blvd.	B-2	0.05	A Replat of Bayview Cottage Colony	PB 21-67
Cedar St	Elm St	Harbor Lake Dr	B-3	0.10	Jackson Park	PB 4-1
					Lincoln Heights	PB 6-52
					Washington Square	PB 4-32
Fairview St	Philippe Pkwy	West Terminus	B-5	0.41	Harry Kennedy's Subdivision	PB H4-19
Rigsby Ln	Allen Ave	SR 580	B-6	0.47	Road Petition	BCC 4-369
					Bermuda Sub	PB 106-94
					Coventry	PB 87-45
					Deed	OR 18487-1705
Total				1.03		

Road Transfer Agreement
Right-of-Way Segments Transferred from Pinellas
County, Florida to City of Safety Harbor, Florida

Road Name	From	To	Exhibit Sheet #	C/L Miles	Plat Name or Document Type	Book and Page
2 nd St N	Oak Ave	Pine Ave	B-1	0.12	Harbor Highlands	PB 15-19
Pine Ave	Main St	2 nd St N	B-1	0.06	Harbor Highlands	PB 15-19
Church St	Cedar St	North Terminus	B-3	0.12	Jackson Park	PB 4-1
Palmetto Ave	Elm St	Church St	B-3	0.06	Jackson Park	PB 4-1
Alley in Block 4	West Terminus	Elm St	B-3	0.03	Jackson Park	PB 4-1
Alley in Block 5	Elm St	Church St	B-3	0.05	Jackson Park	PB 4-1
Alley in Block 6	Church St	Harbor Lake Dr	B-3	0.03	Jackson Park	PB 4-1
Alley West of Blocks 3 & 4	Cedar St	North Terminus	B-3	0.12	Jackson Park	PB 4-1
Alley in Block 5	Cedar St	Palmetto Ave	B-3	0.07	Jackson Park	PB 4-1
Dixie Ave	Cedar St	Dead End (North)	B-4	0.06	Dixie Subdivision	PB 9-80
Pearl Ave	Cedar St	Suwanee St	B-4	0.04	Dixie Subdivision	PB 9-80
Suwanee St	Pearl Ave	Alley (East)	B-4	0.08	Dixie Subdivision	PB 9-80
Alley	Cedar St	Dead End (North)	B-4	0.06	Dixie Subdivision	PB 9-80

2nd St	Philippe Pkwy	West Terminus	B-5	0.50	Harry Kennedy's Subdivision	PB H4-19
Alley	Enterprise Rd	North Terminus	B-5	0.17	Harry Kennedy's Subdivision	PB H4-19
First St (P)	Philippe Pkwy	East Terminus	B-5	0.07	Harry Kennedy's Subdivision	PB H4-19
Bayview St	Loberg Ct 1 st Ave N (P)	West Terminus	B-5	0.03	Fairview Heights	PB 11-122
Total				1.67		

LEGEND

C/L Centerline
 PB Plat Book
 OR Official Record
 DB Deed Book
 RPB Road Plat Book
 BCC Board of County Commissioners Minutes Book
 SUB Subdivision
 R/W Right-of-way
 RP Road Petition
 (P) Plat

EXHIBIT B

Right-of-Way Transfer Maps

B1 - 1 SHEET

B2 - 1 SHEETS

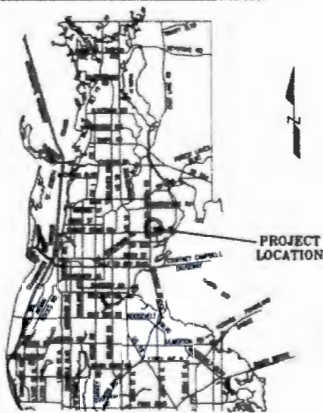
B3 - 1 SHEETS

B4 - 1 SHEETS

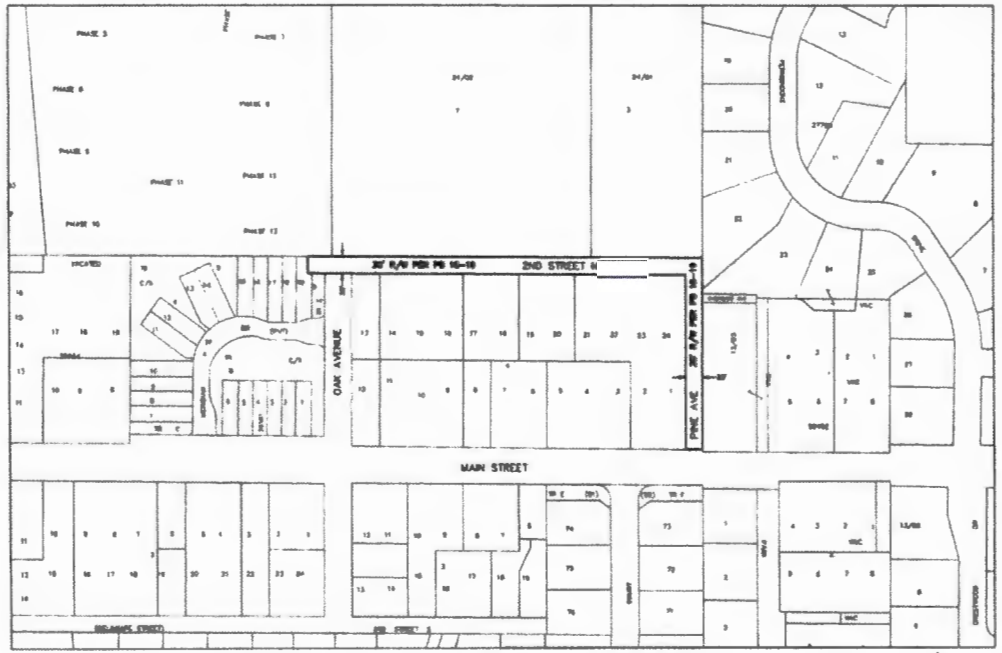
B5 - 2 SHEETS

B6 - 2 SHEETS

PINELLAS COUNTY MAP



SECTION 4, TOWNSHIP 29 SOUTH, RANGE 16 EAST



REPORT OF OUR ENGINEER TRANSMITTED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF SAFETY HARBOR, FLORIDA

Item No.	Description	Quantity	Unit	Amount	Total
1	Right-of-Way	1.00	Acres	100.00	100.00
2	Other	0.00		0.00	0.00
3	Total	1.00		100.00	100.00

NOTE: This plat shows a list of the adjoining right-of-way interests that were found. The widths of the boundary and adjacent lots have not been measured and are shown on the map.

Legend:

- Red line: Right-of-Way
- Blue line: Easement
- Black line: Other
- Green line: Survey
- Orange line: Right-of-Way
- Yellow line: Easement
- Grey line: Other
- White: Unimproved

All lots, streets or easements of record shall be identified in the Public Records of Pinellas County, Florida.

This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.28 (2023) (b) right, title and interest of the County of Pinellas, Florida, in the road, street and/or highway as set forth on the map to the City of Safety Harbor, Pinellas County, Florida.

DATE	BY	AUTHORITY	REMARKS

City of Safety Harbor
2ND STREET NORTH
& PINE AVENUE

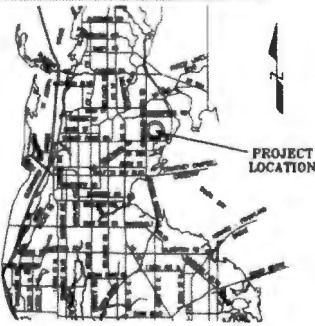
RIGHT-OF-WAY
TRANSFER MAP
(NOT A SURVEY)

PINELLAS COUNTY, FLORIDA
PLAT NO. 2024-0000

EXHIBIT B-1
MAP DATE: 5/19/2024

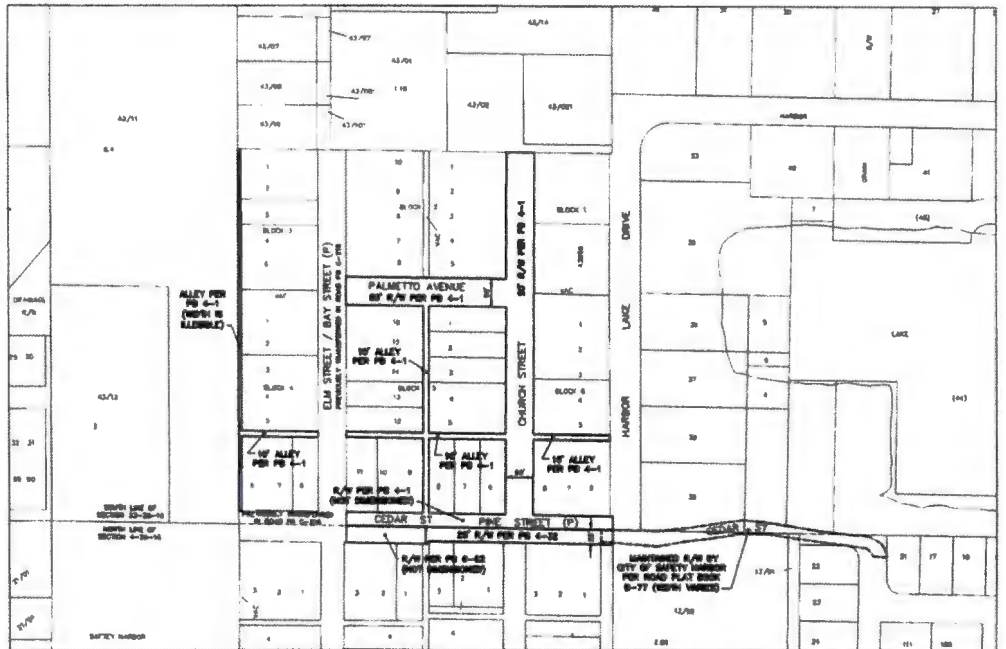
SURVEY FILE NO.: 2024-0000
PLOT: 000001
PINELLAS COUNTY, FLORIDA
PLAT NO. 2024-0000
SHEET 1 OF 1

PINELLAS COUNTY MAP



PROJECT LOCATION

SECTION 33, TOWNSHIP 28 SOUTH, RANGE 16 EAST



SECTION 4, TOWNSHIP 29 SOUTH, RANGE 16 EAST

This Right-of-Way Transfer Map when recorded in an instrument of conveyance, transferring in accordance with Florida Statute 357.29 (2023) all right, title and interest of the County of Pinellas, Florida, in the road, street and/or highway as set forth on the map to the City of Safety Harbor, Pinellas County, Florida.

Block Name	From	To	Contributor	Plot Name or Reference Title	Block and Zone
Church St	Order St	North Township	0.50	SECTION 33	PS 0-1
Palmetto Ave	Stn St	Church St	0.50	SECTION 33	PS 0-1
Alley in Block 4	Stn St	Church St	0.50	SECTION 33	PS 0-1
Alley in Block 6	Stn St	Church St	0.50	SECTION 33	PS 0-1
Alley West of Block 11 & 4	Order St	North Township	0.10	SECTION 33	PS 0-1
Alley in Block 5	Order St	North Township	0.07	SECTION 33	PS 0-1

NOTE: The above table sets a list of the supporting right-of-way instruments that were taken. This section of the transfer map is required with this instrument and will appear in the plat for this map.

Together with interests of Pinellas County, Florida, in the right-of-way as indicated by the City of Safety Harbor and Road Plat Book 8-77.

PS - Pinellas County
 PS 14 - Pinellas County Plat Book 1472
 OS - Order Street
 NS - North Township
 ST - Section 33
 STC - Board of County Commissioners Minutes Book
 T28 - Township 28 South
 T29 - Township 29 South

REVISIONS	BY	DATE	DESCRIPTION

City of Safety Harbor
 CHURCH ST, PALMETTO
 AVE, CEDAR ST & ALLEYS

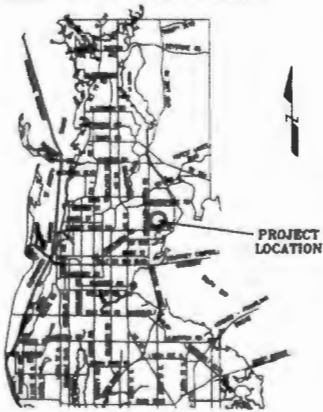
RIGHT-OF-WAY
 TRANSFER MAP
 (NOT A SURVEY)

PINELLAS COUNTY, FLORIDA
 PUBLIC WORKS
 COUNTY AND TOWNSHIP ENGINEER
 SHALL SIGN AND SEAL
 REGISTERED ENGINEER - PROFESSIONAL
 PLAT BOOK 8-77

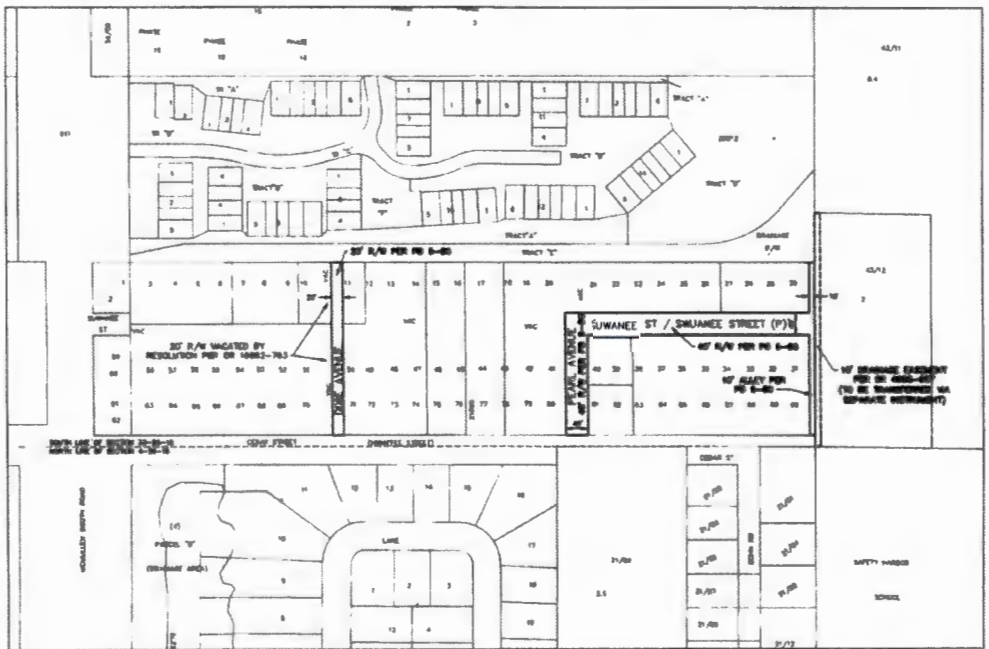
EXHIBIT B-3
 MAP DATE: 3/19/2024

SURVEY FILE NO.: 2024-000001
 PID: 000000
 FIRST BOOK, CORNER STREET, 2024
 SHEET: 1 of 1

PINELLAS COUNTY MAP



SECTION 33, TOWNSHIP 28 SOUTH, RANGE 16 EAST



RIGHT-OF-WAY SEGMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF SAFETY HARBOR, FLORIDA

Block Name	From	To	Comments	File No. or Ord. No.	Book and Page
Dixie Avenue - Cedar Street	Dixie Street	Dixie Street	0.00	Order Subdivision, PG 9-82	
Pearl Avenue - Cedar Street	Suwanee Street	Dixie Street	0.00	Order Subdivision, PG 9-82	
Suwanee Street - Pearl Avenue	Dixie Street	Dixie Street	0.00	Order Subdivision, PG 9-82	
Alley	Cedar Street	Dixie Street	0.00	Order Subdivision, PG 9-82	
TOTAL			0.00		

NOTE: This plat shows a list of the adjoining right-of-way instrument file areas found. The validity of the transfer is dependent upon each instrument and shall require due diligence on the map.

SEGMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF SAFETY HARBOR, PINELLAS COUNTY, FLORIDA

- PG 488-827 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-828 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-829 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-830 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-831 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-832 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-833 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-834 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-835 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-836 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-837 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-838 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-839 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-840 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-841 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-842 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-843 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-844 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-845 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-846 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-847 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-848 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-849 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-850 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-851 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-852 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-853 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-854 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-855 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-856 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-857 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-858 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-859 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-860 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-861 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-862 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-863 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-864 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-865 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-866 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-867 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-868 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-869 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-870 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-871 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-872 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-873 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-874 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-875 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-876 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-877 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-878 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-879 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-880 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-881 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-882 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-883 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-884 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-885 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-886 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-887 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-888 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-889 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-890 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-891 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-892 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-893 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-894 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-895 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-896 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-897 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-898 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-899 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-900 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-901 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-902 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-903 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-904 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-905 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-906 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-907 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-908 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-909 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-910 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-911 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-912 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-913 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-914 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-915 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-916 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-917 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-918 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-919 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-920 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-921 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-922 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-923 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-924 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-925 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-926 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-927 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-928 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-929 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-930 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-931 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-932 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-933 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-934 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-935 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-936 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-937 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-938 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-939 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-940 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-941 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-942 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-943 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-944 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-945 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-946 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-947 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-948 - 19 Storage Easement - Order Subdivision, PG 9-82

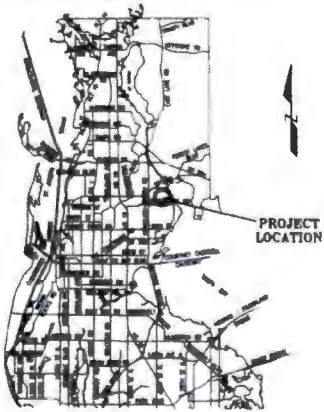
PG 100-949 - 19 Storage Easement - Order Subdivision, PG 9-82

PG 100-950 - 19 Storage Easement - Order Subdivision, PG 9-82

This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.29 (1025) all right, title and interest of the County of Pinellas, Florida, in the road, street and/or highway as set forth on the map to the City of Safety Harbor, Pinellas County, Florida.

<table border="1"> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	REV	DATE	DESCRIPTION																<p>City of SAFETY HARBOR DIXIE AVENUE, PEARL AVENUE, SUWANEE STREET, & ALLEY</p>	<p>RIGHT-OF-WAY TRANSFER MAP (NOT A SURVEY)</p>	<p>PINELLAS COUNTY, FLORIDA PUBLIC RECORDS</p>	<p>EXHIBIT B-4 MAP DATE: 9/19/2024</p>	<p>SAFETY FILE NO: 2024 00000 PG: 000002 PROJ: 2024 0000 0000 SHEET: 1 of 1</p>
REV	DATE	DESCRIPTION																					

PINELLAS COUNTY MAP



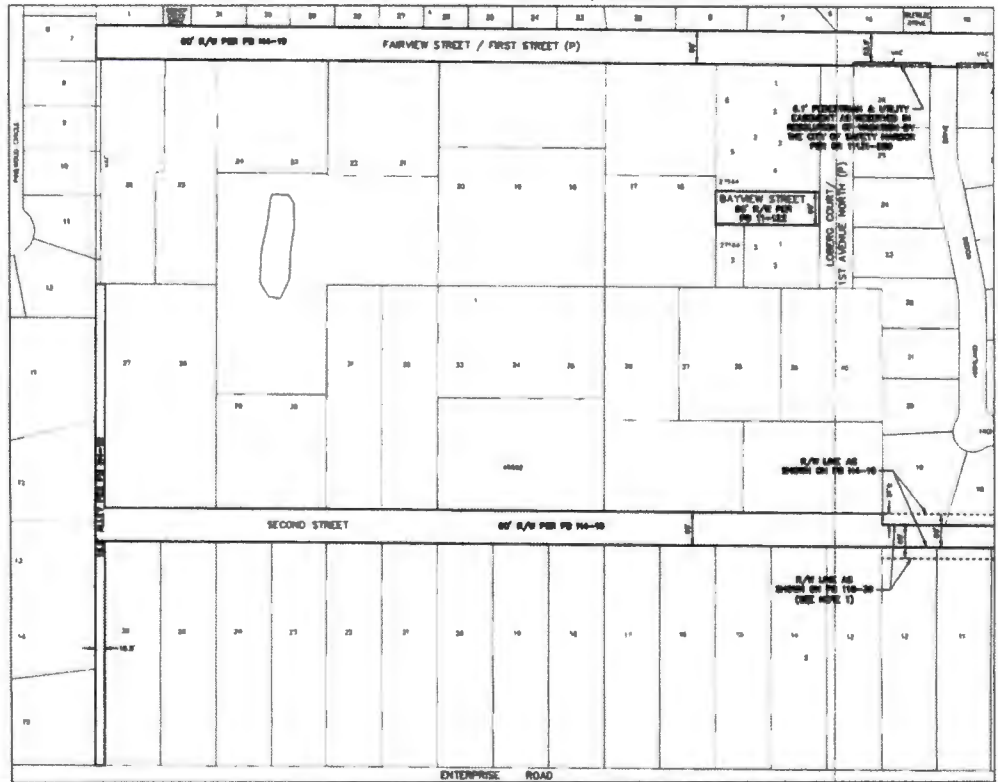
SEE SHEET 2 OF 2 FOR TABLES OF ROAD SEGMENTS AND RIGHT-OF-WAY SEGMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF SAFETY HARBOR, FLORIDA.

Note 1:
The adjacent plot of THE HIGHLANDS AT SAFETY HARBOR, as recorded in Plat Book 118, page 26, recognizes, but does not dedicate, this area as right-of-way.

This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.29 (2003) all right, title and interest of the County of Pinellas, Florida, in the road, street and/or highway as set forth on the map to the City of Safety Harbor, Pinellas County, Florida.



SECTION 27, TOWNSHIP 28 SOUTH, RANGE 16 EAST



REVISION	BY	DATE	DESCRIPTION

City of SAFETY HARBOR
FAIRVIEW ST.
SECOND ST N, ALLEY.
BAYVIEW ST & FIRST ST

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

PINELLAS COUNTY, FLORIDA
 PUBLIC RECORDS
 COUNTY AND DISTRICT RECORDS
 DATE FILED IN RECORDS
 INSTRUMENT NUMBER: 2004-007
 PUBLIC FILE: 44-1004

EXHIBIT B-5
 MAP DATE: 2/19/2004

INSTRUMENT FILE NO.: 2004-0000
 FILE NUMBER:
 FILED: PINELLAS COUNTY, FLORIDA
 INSTRUMENT 1 of 2 20-7

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 16 EAST



ROAD RIGHTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF SAFETY HARBOR, FLORIDA

Road Name	Width	Year	File Name or Original Plan	Book and Page
FAIRVIEW ST	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
2nd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
Bayview St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
1st St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
2nd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
3rd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
4th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
5th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
6th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
7th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
8th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
9th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
10th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
11th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
12th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
13th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
14th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
15th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
16th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
17th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
18th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
19th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
20th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
21st St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
22nd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
23rd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
24th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
25th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
26th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
27th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
28th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
29th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
30th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
31st St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
32nd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
33rd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
34th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
35th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
36th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
37th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
38th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
39th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
40th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
41st St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
42nd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
43rd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
44th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
45th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
46th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
47th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
48th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
49th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
50th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10

RIGHT-OF-WAY TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF SAFETY HARBOR, FLORIDA

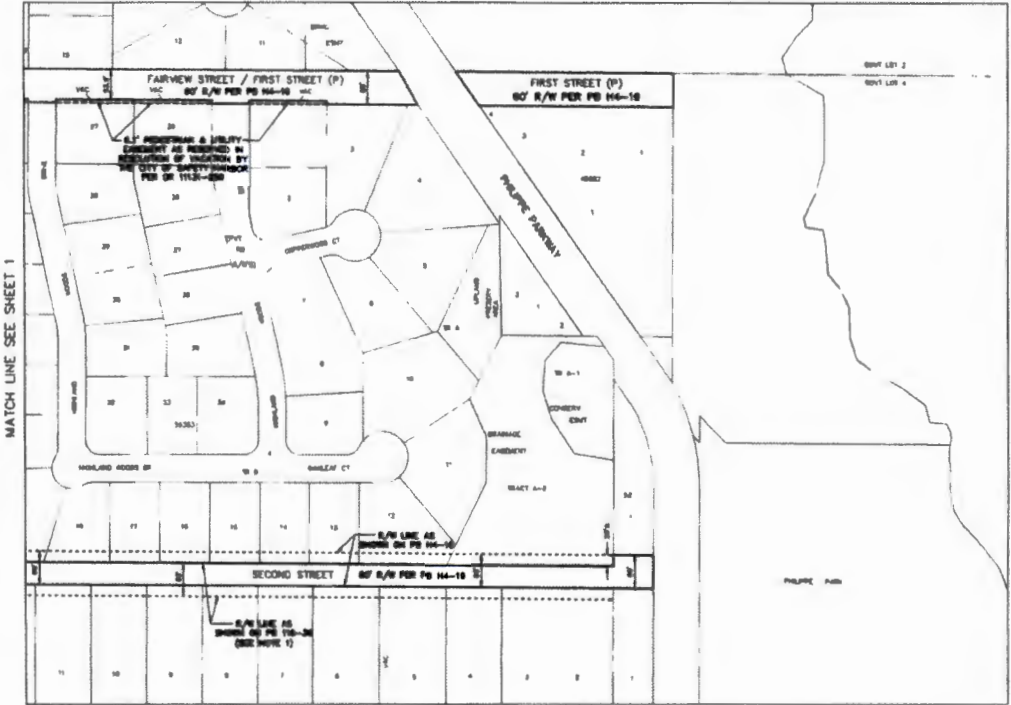
Road Name	Width	Year	File Name or Original Plan	Book and Page
FAIRVIEW ST	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
2nd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
Bayview St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
1st St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
2nd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
3rd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
4th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
5th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
6th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
7th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
8th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
9th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
10th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
11th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
12th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
13th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
14th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
15th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
16th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
17th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
18th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
19th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
20th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
21st St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
22nd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
23rd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
24th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
25th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
26th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
27th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
28th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
29th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
30th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
31st St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
32nd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
33rd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
34th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
35th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
36th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
37th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
38th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
39th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
40th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
41st St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
42nd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
43rd St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
44th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
45th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
46th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
47th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
48th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
49th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10
50th St	20.00	2004	Henry Kennedy's Subdivision	PG 10-10

NOTE: The tables above are a list of the existing right-of-way boundaries that were found. The location of the boundary was established with total stationing and field sketch data taken on the spot. Together with records of Pinellas County, if any, within the jurisdiction, a utility easement recorded by the City of Safety Harbor (transmission of utility recorded in CR 1-121-200).

Legend:

- PS 10: Pin 10th recorded prior to 1978
- PS 11: Pin 11th recorded prior to 1978
- PS 12: Pin 12th recorded prior to 1978
- PS 13: Pin 13th recorded prior to 1978
- PS 14: Pin 14th recorded prior to 1978
- PS 15: Pin 15th recorded prior to 1978
- PS 16: Pin 16th recorded prior to 1978
- PS 17: Pin 17th recorded prior to 1978
- PS 18: Pin 18th recorded prior to 1978
- PS 19: Pin 19th recorded prior to 1978
- PS 20: Pin 20th recorded prior to 1978
- PS 21: Pin 21st recorded prior to 1978
- PS 22: Pin 22nd recorded prior to 1978
- PS 23: Pin 23rd recorded prior to 1978
- PS 24: Pin 24th recorded prior to 1978
- PS 25: Pin 25th recorded prior to 1978
- PS 26: Pin 26th recorded prior to 1978
- PS 27: Pin 27th recorded prior to 1978
- PS 28: Pin 28th recorded prior to 1978
- PS 29: Pin 29th recorded prior to 1978
- PS 30: Pin 30th recorded prior to 1978
- PS 31: Pin 31st recorded prior to 1978
- PS 32: Pin 32nd recorded prior to 1978
- PS 33: Pin 33rd recorded prior to 1978
- PS 34: Pin 34th recorded prior to 1978
- PS 35: Pin 35th recorded prior to 1978
- PS 36: Pin 36th recorded prior to 1978
- PS 37: Pin 37th recorded prior to 1978
- PS 38: Pin 38th recorded prior to 1978
- PS 39: Pin 39th recorded prior to 1978
- PS 40: Pin 40th recorded prior to 1978
- PS 41: Pin 41st recorded prior to 1978
- PS 42: Pin 42nd recorded prior to 1978
- PS 43: Pin 43rd recorded prior to 1978
- PS 44: Pin 44th recorded prior to 1978
- PS 45: Pin 45th recorded prior to 1978
- PS 46: Pin 46th recorded prior to 1978
- PS 47: Pin 47th recorded prior to 1978
- PS 48: Pin 48th recorded prior to 1978
- PS 49: Pin 49th recorded prior to 1978
- PS 50: Pin 50th recorded prior to 1978

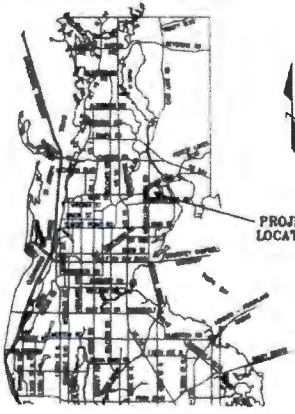
All plots, deeds and easements referenced herein are recorded in the Public Records of Pinellas County, Florida.



Note 1:
The adjacent plot of THE HIGHLANDS AT SAFETY HARBOR, as recorded in Plat Book 118, page 20, recognizes, but does not dedicate, this area as right-of-way.

<table border="1"> <thead> <tr> <th>REVISIONS</th> <th>BY</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS	BY	DATE	DESCRIPTION																	<p>City of SAFETY HARBOR FAIRVIEW ST, SECOND ST N, ALLEY, BAYVIEW ST & FIRST ST</p>	<p>RIGHT-OF-WAY TRANSFER MAP (NOT A SURVEY)</p>	<p>PINELLAS COUNTY, FLORIDA PUBLIC RECORDS</p> <p>RECORD AND RETURN ORIGINAL WITH 0.5 COPY TO COUNTY ENGINEERING DIVISION PUBLIC RECORDS SECTION</p>	<p>EXHIBIT B-5 MAP DATE: 3/10/2024</p>	<p>SURVEY FILE NO. 2011-0000 PDS: 000000 2011-0000-FAIRVIEW STREET.dwg SHEET 2 of 2 20-7</p>
REVISIONS	BY	DATE	DESCRIPTION																						

PINELLAS COUNTY MAP



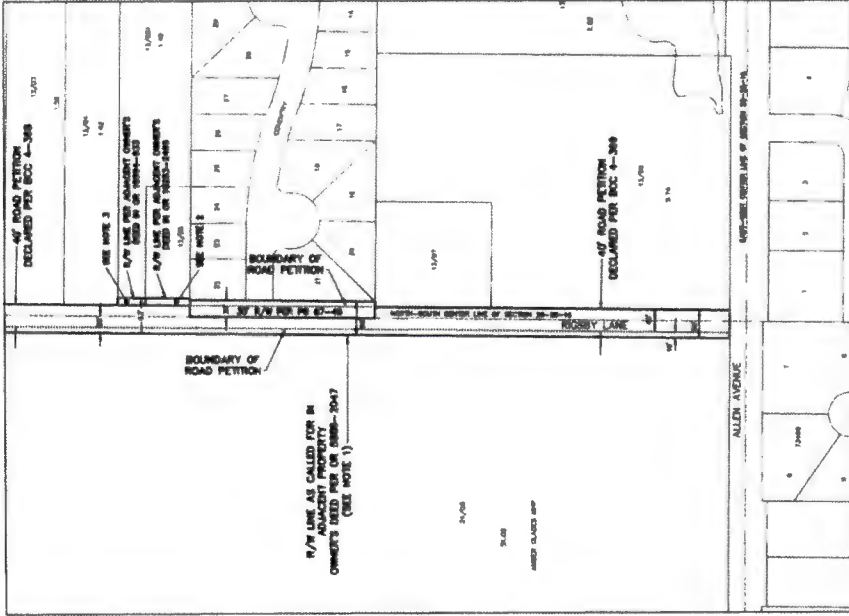
PROJECT LOCATION

ROAD INFORMATION TRANSMITTED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF SAFETY HARBOR, FLORIDA

Road Name	From	To	Classification	File Number or Assignment Type	Width and Right-of-Way
Rigsby Lane	SR 524	SR 524	Right-of-Way	2002-6-002	20' - 50' 0"
			County Sub.	201-200-01	20' - 50' 0"
			County	201-19-10	20' - 50' 0"
			State	201-2010-100	20' - 50' 0"

Notes:
 1. The City of Safety Harbor is the successor to the City of Pinellas County, Florida.
 2. The City of Safety Harbor is the successor to the City of Pinellas County, Florida.
 3. The City of Safety Harbor is the successor to the City of Pinellas County, Florida.
 4. The City of Safety Harbor is the successor to the City of Pinellas County, Florida.
 5. The City of Safety Harbor is the successor to the City of Pinellas County, Florida.
 6. The City of Safety Harbor is the successor to the City of Pinellas County, Florida.
 7. The City of Safety Harbor is the successor to the City of Pinellas County, Florida.
 8. The City of Safety Harbor is the successor to the City of Pinellas County, Florida.
 9. The City of Safety Harbor is the successor to the City of Pinellas County, Florida.
 10. The City of Safety Harbor is the successor to the City of Pinellas County, Florida.

SECTION 28, TOWNSHIP 28 SOUTH, RANGE 16 EAST



MATCH LINE SEE SHEET 2



This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.20 (2021) all right, title and interest of the County of Pinellas, Florida, in the road, street and/or highway as set forth on the map in the City of Safety Harbor, Pinellas County, Florida.

- Note 1:** The adjacent property owner's deed, as recorded in O.R. Book 5886, page 2047, recognizes, but does not dedicate, this area as right-of-way.
- Note 2:** The adjacent property owner's deed, as recorded in O.R. Book 18233, page 2488, recognizes, but does not dedicate, this area as right-of-way.
- Note 3:** The adjacent property owner's deed, as recorded in O.R. Book 19994, page 933, recognizes, but does not dedicate, this area as right-of-way.

REVISION	BY	DATE	DESCRIPTION

City of SAFETY HARBOR
RIGSBY LANE

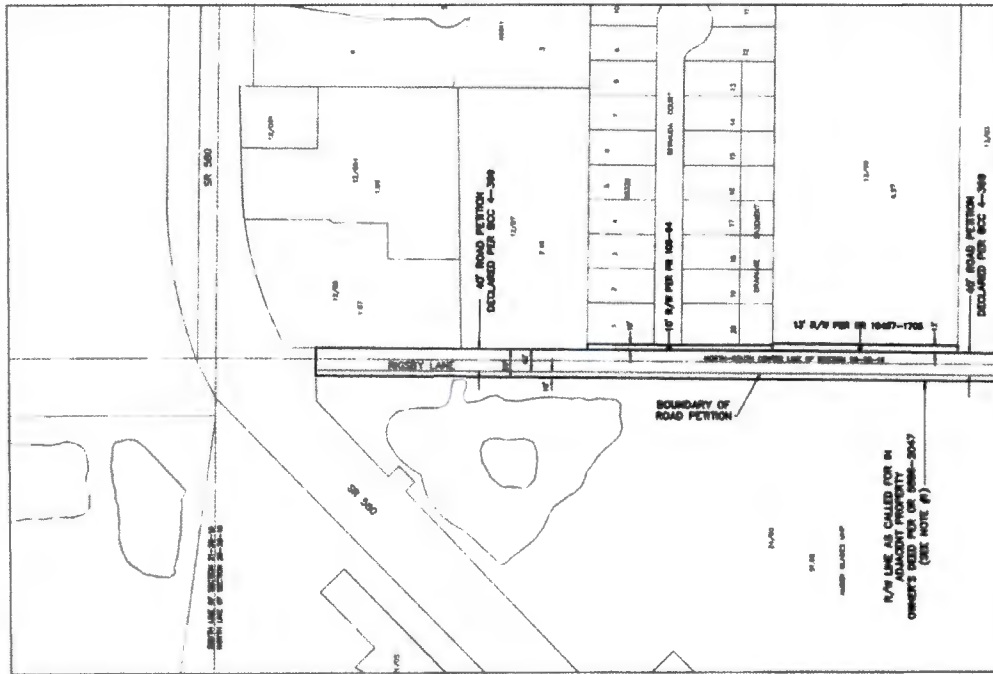
RIGHT-OF-WAY
TRANSFER MAP
(NOT A SURVEY)

PINELLAS COUNTY, FLORIDA
FIDELITY & SECURITY GROUP

EXHIBIT B-6
MAP DATE: 3/19/2024

PROJECT FILE NO.: 2021-0000
 PLO: 2021000
 SHEET 1 of 2

SECTION 28, TOWNSHIP 28 SOUTH, RANGE 16 EAST



MATCH LINE SEE SHEET 1

Note 1:
The adjacent property owner's deed, as recorded in D.E. Book 5686, page 2047, recognizes, but does not dedicate, this area as right-of-way.

REVISION	BY	DATE	DESCRIPTION	City of SAFETY HARBOR RIGSBY LANE	RIGHT-OF-WAY TRANSFER MAP (NOT A SURVEY)	PINELLAS COUNTY, FLORIDA PUBLIC RECORDS COUNTY AND MUNICIPAL OFFICES 2000 1ST FLOOR, 100 SOUTH HARRISON AVENUE, ST. PETERSBURG FLORIDA 34781-2000	EXHIBIT B-6 MAP DATE: 5/15/2024	SURVEY FILE NO.: 2024.00006 FILE: 00001B SHEET: RIGSBY LANE.dwg SHEET 2 of 2

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 6TH day of May, 2024 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".

WITNESSETH:

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES:

Name: Christian Eres
Christian Eres, Deputy Clerk

Name: Dere Lynn Revie
Dere Lynn Revie, Deputy Clerk

APPROVED AS TO FORM
By: Maria C. White, Esq.
Office of the County Attorney

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

By: Kathleen Peters
Kathleen Peters, Chairman

Date: June 11, 2024.



ATTEST:
KEN BURKE
Clerk of the Circuit Court

By: Dere Lynn Revie
Deputy Clerk

COUNTER SIGNED:

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

By: Matthew Spoor
Matthew Spoor, City Manager

APPROVED AS TO FORM:

By: Sarah Johnston
Sarah Johnston, City Attorney

ATTEST:
By: Rachael Telesca
Rachael Telesca, City Clerk

RECORDED
PINELLAS COUNTY, FLORIDA
CLERK CIRCUIT COURT

78064738

O. P. 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 consid-
eration 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 11.00
40 Rec. Chy 4.00
41 St. 95
42 Sur. 5
43 Int. _____
Tot. 81 + 4 = 85

PINELLAS COUNTY
284888
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
P.R. APR 28 1978
16534
00.30

14 14173810 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.

(signature of two witnesses
required by Florida Law)

STATE OF FLORIDA
COUNTY OF PINELLAS

PINELLAS COUNTY
023385
FLORIDA
DEPT. OF REVENUE
APR 28 1978
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 person, 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:

PUBLIC STATE OF FLORIDA - AT LARGE
BY COMMISSION EXPIRES JULY 5, 1981
ISSUED THIS GENERAL LAW UNDERWRITING

Prepared by:
Paul Boudier
915 Eleventh Street
Clearwater, Florida 34616

RETURN TO:
PINELLAS COUNTY R.W.
SPECIAL ACCOUNT

Attachment 2

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. Noffs
Print Name: Annette J. Noffs

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

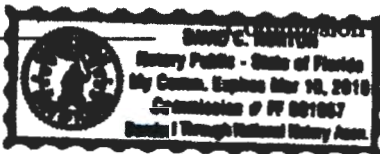
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5 day of AUGUST, ²⁰¹⁴ 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
SEAL

DAVID C. NORTON
NOTARY
Print Name: DAVID C. NORTON

My Commission Expires:



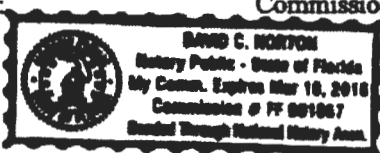
STATE OF FLORIDA
COUNTY OF PINELLAS

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
SEAL

DAVID C. NORTON
NOTARY
Print Name: DAVID C. NORTON

My Commission Expires:



~~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 34855
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.

F.S. NA
P.G. NA

DRAWN BY: J.M.M.
CHKD BY: J.S.R.

PRECISION SURVEYING & MAPPING, INC.

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

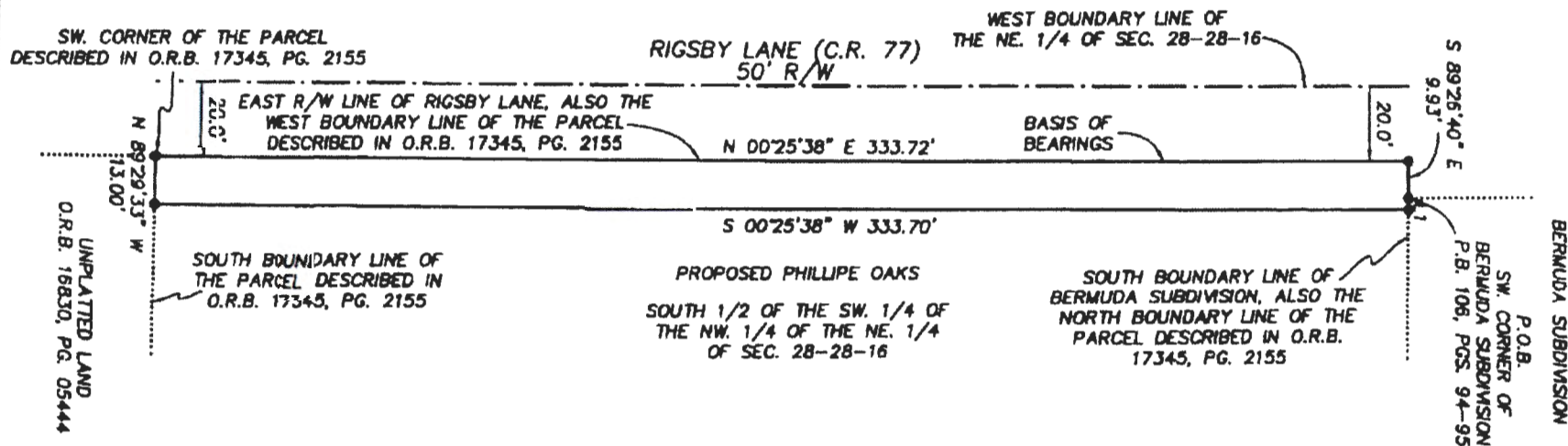
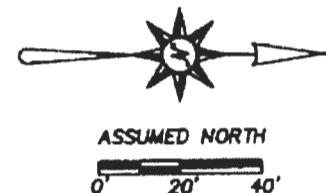
GENERAL NOTES

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 BERMUDA SUBDIVISION, RECORDED IN PLAT BOOK 106, PAGES 94 AND 95 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

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

EXHIBIT "A"



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.

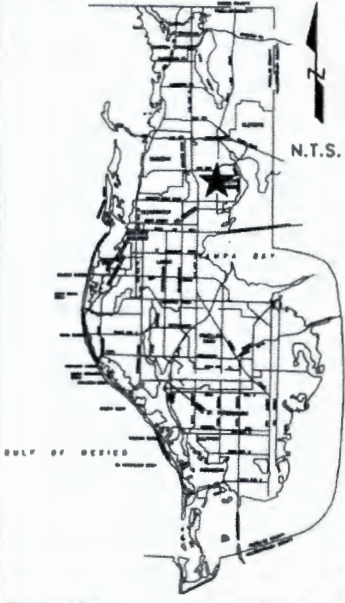
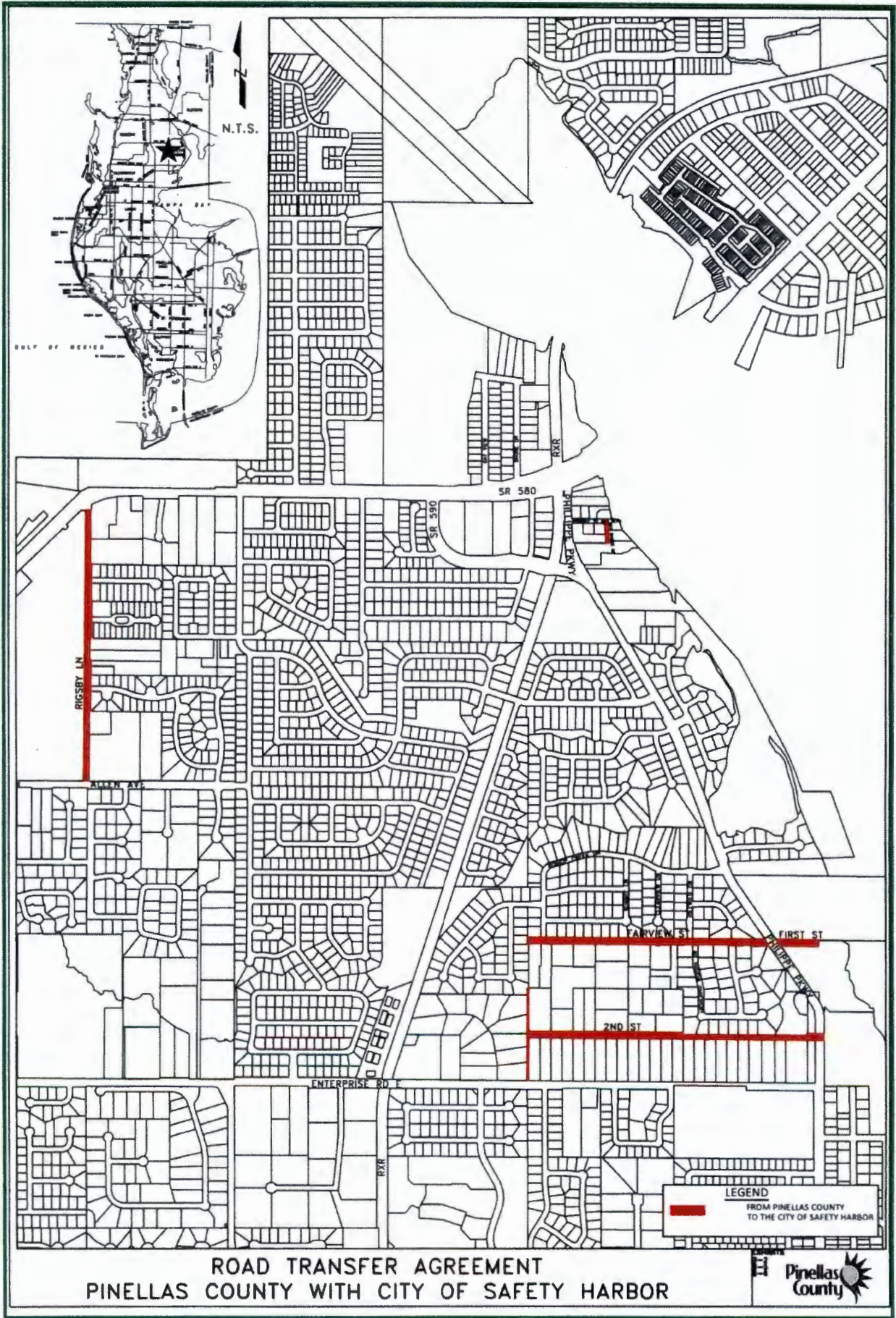
CERTIFICATE OF AUTHORIZATION NO. LB-8734

5223 HUNTERS RIDGE DRIVE
 NEW PORT RICHEY, FLORIDA 34855
 727-841-8414

F.B. NA
 P.O. NA

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

PINELLAS COUNTY FL OFF. REC. BK 18487 PG 1708



N.T.S.

GULF OF MEXICO

RIGSBY LN

SR 590

SR 580

FARVIEW ST

FIRST ST

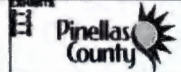
2ND ST

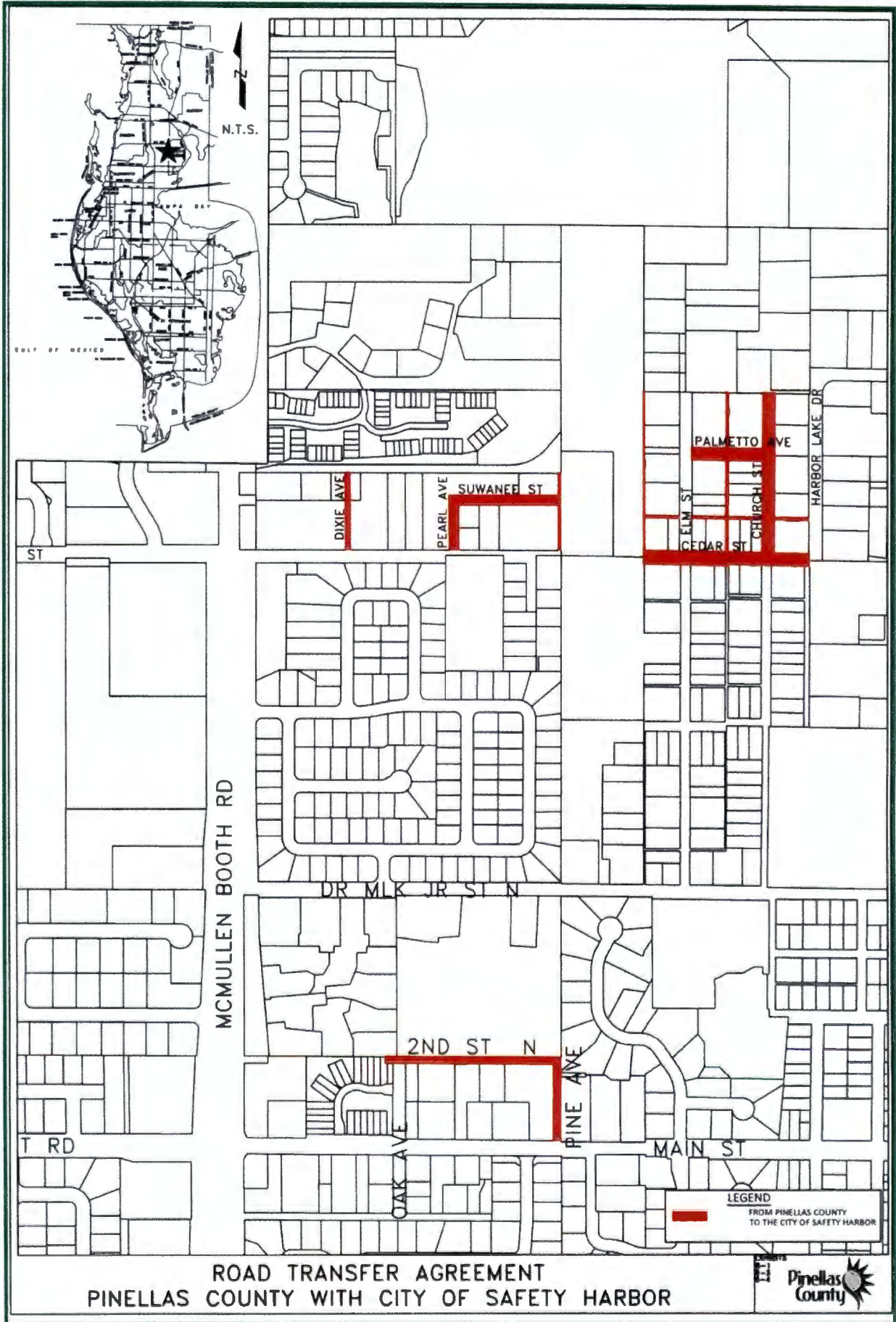
ENTERPRISE RD

LEGEND

FROM PINELLAS COUNTY
TO THE CITY OF SAFETY HARBOR

ROAD TRANSFER AGREEMENT
PINELLAS COUNTY WITH CITY OF SAFETY HARBOR





**ROAD TRANSFER AGREEMENT
PINELLAS COUNTY WITH CITY OF SAFETY HARBOR**

