

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

THIS AGREEMENT made and entered into this 6<sup>TH</sup> 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)

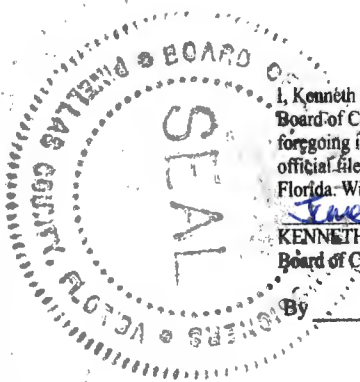
APPROVED AS TO FORM:

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
<b>Total</b>				<b>1.03</b>		

**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 <sup>nd</sup> St N	Oak Ave	Pine Ave	B-1	0.12	Harbor Highlands	PB 15-19
Pine Ave	Main St	2 <sup>nd</sup> 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 <sup>st</sup> Ave N (P)	West Terminus	B-5	0.03	Fairview Heights	PB 11-122
<b>Total</b>				<b>1.67</b>		

#### **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**



## SECTION 4, TOWNSHIP 29 SOUTH, RANGE 16 EAST

[illegible]

This Right-of-Way Transfer Map when recorded is 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.

REVISION	BY	DATE	CITY OF SAFETY HARBOR 2ND STREET NORTH & PINE AVENUE	RIGHT-OF-WAY TRANSFER MAP (NOT A SURVEY)	PINELLAS COUNTY, FLORIDA PUBLIC ROAD  REVISED AND IMPROVED VERSION BASED ON OLD SET OF RECORDS COMPARISON NUMBER 0000-0007 PUBIC DATE 06-08-09	EXHIBIT B-1 MAP DATE: 5/10/2004	SURVEY FILE NO.: 001-00000 FILE: 000000 STREET NAME AND ADDRESS: Pine Ave. ON SHEET 1 of 1 REV-00
----------	----	------	--	--	--	------------------------------------	---

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 16 EAST



BOND DEBITORS TRANSFERRED FROM PHILLIPS COUNTY, FLORIDA TO THE CITY OF SAFETY HARBOR, FLORIDA					
Bond Year	Series	%	Estimated RDY	Big Name or A-Weight of Greater Security Interest	Cost and Pay
2000 (Pay 20)	Small Terminals	Highway to Stop Blvd	2.00		212 21-40
2000			2.00		

NOTE: The table above is a list of the originating agency/office information that were known. The names of the transferor are distilled off each estimate and bond debitor has type on the map.

LEADS

- 1.0000 - The Bank
- 2.00 10 - Big Bank associated with in 1970
- 3.00 10 - Bank
- 4.00 10 - Bank
- 5.00 10 - Bank
- 6.00 10 - Bank
- 7.00 10 - Bank
- 8.00 10 - Bank
- 9.00 10 - Bank
- 10.00 10 - Bank
- 11.00 10 - Bank
- 12.00 10 - Bank
- 13.00 10 - Bank
- 14.00 10 - Bank
- 15.00 10 - Bank
- 16.00 10 - Bank
- 17.00 10 - Bank
- 18.00 10 - Bank
- 19.00 10 - Bank
- 20.00 10 - Bank
- 21.00 10 - Bank
- 22.00 10 - Bank
- 23.00 10 - Bank
- 24.00 10 - Bank
- 25.00 10 - Bank
- 26.00 10 - Bank
- 27.00 10 - Bank
- 28.00 10 - Bank
- 29.00 10 - Bank
- 30.00 10 - Bank
- 31.00 10 - Bank
- 32.00 10 - Bank
- 33.00 10 - Bank
- 34.00 10 - Bank
- 35.00 10 - Bank
- 36.00 10 - Bank
- 37.00 10 - Bank
- 38.00 10 - Bank
- 39.00 10 - Bank
- 40.00 10 - Bank
- 41.00 10 - Bank
- 42.00 10 - Bank
- 43.00 10 - Bank
- 44.00 10 - Bank
- 45.00 10 - Bank
- 46.00 10 - Bank
- 47.00 10 - Bank
- 48.00 10 - Bank
- 49.00 10 - Bank
- 50.00 10 - Bank
- 51.00 10 - Bank
- 52.00 10 - Bank
- 53.00 10 - Bank
- 54.00 10 - Bank
- 55.00 10 - Bank
- 56.00 10 - Bank
- 57.00 10 - Bank
- 58.00 10 - Bank
- 59.00 10 - Bank
- 60.00 10 - Bank
- 61.00 10 - Bank
- 62.00 10 - Bank
- 63.00 10 - Bank
- 64.00 10 - Bank
- 65.00 10 - Bank
- 66.00 10 - Bank
- 67.00 10 - Bank
- 68.00 10 - Bank
- 69.00 10 - Bank
- 70.00 10 - Bank
- 71.00 10 - Bank
- 72.00 10 - Bank
- 73.00 10 - Bank
- 74.00 10 - Bank
- 75.00 10 - Bank
- 76.00 10 - Bank
- 77.00 10 - Bank
- 78.00 10 - Bank
- 79.00 10 - Bank
- 80.00 10 - Bank
- 81.00 10 - Bank
- 82.00 10 - Bank
- 83.00 10 - Bank
- 84.00 10 - Bank
- 85.00 10 - Bank
- 86.00 10 - Bank
- 87.00 10 - Bank
- 88.00 10 - Bank
- 89.00 10 - Bank
- 90.00 10 - Bank
- 91.00 10 - Bank
- 92.00 10 - Bank
- 93.00 10 - Bank
- 94.00 10 - Bank
- 95.00 10 - Bank
- 96.00 10 - Bank
- 97.00 10 - Bank
- 98.00 10 - Bank
- 99.00 10 - Bank
- 100.00 10 - Bank

101.00 10 - Bank

102.00 10 - Bank

103.00 10 - Bank

104.00 10 - Bank

105.00 10 - Bank

106.00 10 - Bank

107.00 10 - Bank

108.00 10 - Bank

109.00 10 - Bank

110.00 10 - Bank

111.00 10 - Bank

112.00 10 - Bank

113.00 10 - Bank

114.00 10 - Bank

115.00 10 - Bank

116.00 10 - Bank

117.00 10 - Bank

118.00 10 - Bank

119.00 10 - Bank

120.00 10 - Bank

121.00 10 - Bank

122.00 10 - Bank

123.00 10 - Bank

124.00 10 - Bank

125.00 10 - Bank

126.00 10 - Bank

127.00 10 - Bank

128.00 10 - Bank

129.00 10 - Bank

130.00 10 - Bank

131.00 10 - Bank

132.00 10 - Bank

133.00 10 - Bank

134.00 10 - Bank

135.00 10 - Bank

136.00 10 - Bank

137.00 10 - Bank

138.00 10 - Bank

139.00 10 - Bank

140.00 10 - Bank

141.00 10 - Bank

142.00 10 - Bank

143.00 10 - Bank

144.00 10 - Bank

145.00 10 - Bank

146.00 10 - Bank

147.00 10 - Bank

148.00 10 - Bank

149.00 10 - Bank

150.00 10 - Bank

151.00 10 - Bank

152.00 10 - Bank

153.00 10 - Bank

154.00 10 - Bank

155.00 10 - Bank

156.00 10 - Bank

157.00 10 - Bank

158.00 10 - Bank

159.00 10 - Bank

160.00 10 - Bank

161.00 10 - Bank

162.00 10 - Bank

163.00 10 - Bank

164.00 10 - Bank

165.00 10 - Bank

166.00 10 - Bank

167.00 10 - Bank

168.00 10 - Bank

169.00 10 - Bank

170.00 10 - Bank

171.00 10 - Bank

172.00 10 - Bank

173.00 10 - Bank

174.00 10 - Bank

175.00 10 - Bank

176.00 10 - Bank

177.00 10 - Bank

178.00 10 - Bank

179.00 10 - Bank

180.00 10 - Bank

181.00 10 - Bank

182.00 10 - Bank

183.00 10 - Bank

184.00 10 - Bank

185.00 10 - Bank

186.00 10 - Bank

187.00 10 - Bank

188.00 10 - Bank

189.00 10 - Bank

190.00 10 - Bank

191.00 10 - Bank

192.00 10 - Bank

193.00 10 - Bank

194.00 10 - Bank

195.00 10 - Bank

196.00 10 - Bank

197.00 10 - Bank

198.00 10 - Bank

199.00 10 - Bank

200.00 10 - Bank

201.00 10 - Bank

202.00 10 - Bank

203.00 10 - Bank

204.00 10 - Bank

205.00 10 - Bank

206.00 10 - Bank

207.00 10 - Bank

208.00 10 - Bank

209.00 10 - Bank

210.00 10 - Bank

211.00 10 - Bank

212.00 10 - Bank

213.00 10 - Bank

214.00 10 - Bank

215.00 10 - Bank

216.00 10 - Bank

217.00 10 - Bank

218.00 10 - Bank

219.00 10 - Bank

220.00 10 - Bank

221.00 10 - Bank

222.00 10 - Bank

223.00 10 - Bank

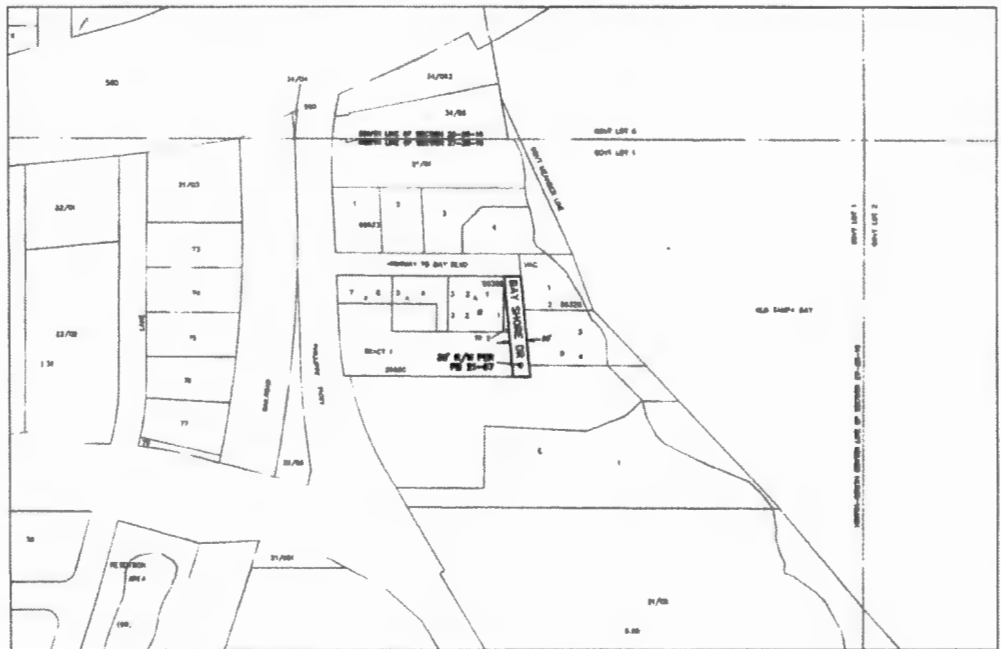
224.00 10 - Bank

225.00 10 - Bank

226.00 10 - Bank

227.00 10 - Bank

22



This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.29 (2025) 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.

RETURNED	BY	DATE	FILE NO.	DATE	<p>City of SAFETY HARBOR BAY SHORE DRIVE</p>	<p>RIGHT-OF-WAY TRANSFER MAP (NOT A SURVEY)</p>	<p>PINELLAS COUNTY, FLORIDA PLAT NO.</p>	<p>EXHIBIT B-2 MAP DATE: 3/10/2004</p>	<p>SURVEY FILE NO.: 2001-00009</p>

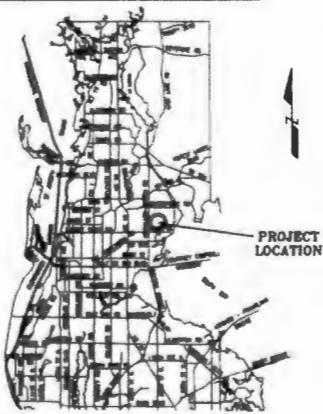
A map of the United States with a grid overlay. A circle in the central region, covering parts of the Midwest and South, is labeled "PROJECT LOCATION". A north arrow is located in the upper right corner of the map.

This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.28 (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.

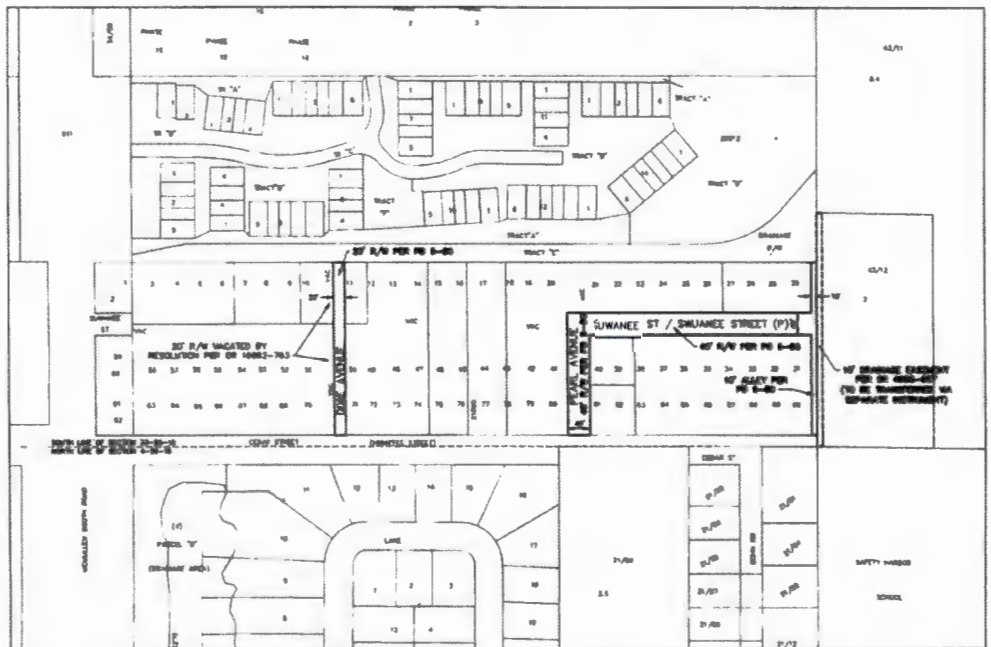
[illegible]

REVISIONS	BY	DATE	DESCRIPTION	<p>City of Safety Harbor CHURCH ST, PALMETTO AVE, CEDAR ST &amp; ALLEYS</p>	<p>RIGHT-OF-WAY TRANSFER MAP</p> <p>(NOT A SURVEY)</p>	<p>PINELLAS COUNTY, FLORIDA</p> <p>PROJECT NAME</p>	<p>EXHIBIT B-3</p> <p>MAP DATE: 3/10/2024</p>	<p>SURVEY FILE NO.: 0011_00001</p> <p>FIG.: 000001</p> <p>(0011_00001_000001.DWG)</p> <p>SHEET: 1 of 1</p> <p>ISS-0</p>
-----------	----	------	-------------	---	--	---	---	---

# PINELLAS COUNTY MAP



## SECTION 33, TOWNSHIP 28 SOUTH, RANGE 16 EAST



Right-of-Way	From	To	Comments	Notes
State Road	Center Street	State Road 1	State Road 1	State Road 1
State Road	Center Street	State Road 2	State Road 2	State Road 2
State Road	Center Street	State Road 3	State Road 3	State Road 3
State Road	Center Street	State Road 4	State Road 4	State Road 4
State Road	Center Street	State Road 5	State Road 5	State Road 5
State Road	Center Street	State Road 6	State Road 6	State Road 6
State Road	Center Street	State Road 7	State Road 7	State Road 7
State Road	Center Street	State Road 8	State Road 8	State Road 8
State Road	Center Street	State Road 9	State Road 9	State Road 9
State Road	Center Street	State Road 10	State Road 10	State Road 10
State Road	Center Street	State Road 11	State Road 11	State Road 11
State Road	Center Street	State Road 12	State Road 12	State Road 12
State Road	Center Street	State Road 13	State Road 13	State Road 13
State Road	Center Street	State Road 14	State Road 14	State Road 14
State Road	Center Street	State Road 15	State Road 15	State Road 15
State Road	Center Street	State Road 16	State Road 16	State Road 16
State Road	Center Street	State Road 17	State Road 17	State Road 17
State Road	Center Street	State Road 18	State Road 18	State Road 18
State Road	Center Street	State Road 19	State Road 19	State Road 19
State Road	Center Street	State Road 20	State Road 20	State Road 20
State Road	Center Street	State Road 21	State Road 21	State Road 21
State Road	Center Street	State Road 22	State Road 22	State Road 22
State Road	Center Street	State Road 23	State Road 23	State Road 23
State Road	Center Street	State Road 24	State Road 24	State Road 24
State Road	Center Street	State Road 25	State Road 25	State Road 25
State Road	Center Street	State Road 26	State Road 26	State Road 26
State Road	Center Street	State Road 27	State Road 27	State Road 27
State Road	Center Street	State Road 28	State Road 28	State Road 28
State Road	Center Street	State Road 29	State Road 29	State Road 29
State Road	Center Street	State Road 30	State Road 30	State Road 30
State Road	Center Street	State Road 31	State Road 31	State Road 31
State Road	Center Street	State Road 32	State Road 32	State Road 32
State Road	Center Street	State Road 33	State Road 33	State Road 33
State Road	Center Street	State Road 34	State Road 34	State Road 34
State Road	Center Street	State Road 35	State Road 35	State Road 35
State Road	Center Street	State Road 36	State Road 36	State Road 36
State Road	Center Street	State Road 37	State Road 37	State Road 37
State Road	Center Street	State Road 38	State Road 38	State Road 38
State Road	Center Street	State Road 39	State Road 39	State Road 39
State Road	Center Street	State Road 40	State Road 40	State Road 40
State Road	Center Street	State Road 41	State Road 41	State Road 41
State Road	Center Street	State Road 42	State Road 42	State Road 42
State Road	Center Street	State Road 43	State Road 43	State Road 43
State Road	Center Street	State Road 44	State Road 44	State Road 44
State Road	Center Street	State Road 45	State Road 45	State Road 45
State Road	Center Street	State Road 46	State Road 46	State Road 46
State Road	Center Street	State Road 47	State Road 47	State Road 47
State Road	Center Street	State Road 48	State Road 48	State Road 48
State Road	Center Street	State Road 49	State Road 49	State Road 49
State Road	Center Street	State Road 50	State Road 50	State Road 50
State Road	Center Street	State Road 51	State Road 51	State Road 51
State Road	Center Street	State Road 52	State Road 52	State Road 52
State Road	Center Street	State Road 53	State Road 53	State Road 53
State Road	Center Street	State Road 54	State Road 54	State Road 54
State Road	Center Street	State Road 55	State Road 55	State Road 55
State Road	Center Street	State Road 56	State Road 56	State Road 56
State Road	Center Street	State Road 57	State Road 57	State Road 57
State Road	Center Street	State Road 58	State Road 58	State Road 58
State Road	Center Street	State Road 59	State Road 59	State Road 59
State Road	Center Street	State Road 60	State Road 60	State Road 60
State Road	Center Street	State Road 61	State Road 61	State Road 61
State Road	Center Street	State Road 62	State Road 62	State Road 62
State Road	Center Street	State Road 63	State Road 63	State Road 63
State Road	Center Street	State Road 64	State Road 64	State Road 64
State Road	Center Street	State Road 65	State Road 65	State Road 65
State Road	Center Street	State Road 66	State Road 66	State Road 66
State Road	Center Street	State Road 67	State Road 67	State Road 67
State Road	Center Street	State Road 68	State Road 68	State Road 68
State Road	Center Street	State Road 69	State Road 69	State Road 69
State Road	Center Street	State Road 70	State Road 70	State Road 70
State Road	Center Street	State Road 71	State Road 71	State Road 71
State Road	Center Street	State Road 72	State Road 72	State Road 72
State Road	Center Street	State Road 73	State Road 73	State Road 73
State Road	Center Street	State Road 74	State Road 74	State Road 74
State Road	Center Street	State Road 75	State Road 75	State Road 75
State Road	Center Street	State Road 76	State Road 76	State Road 76
State Road	Center Street	State Road 77	State Road 77	State Road 77
State Road	Center Street	State Road 78	State Road 78	State Road 78
State Road	Center Street	State Road 79	State Road 79	State Road 79
State Road	Center Street	State Road 80	State Road 80	State Road 80
State Road	Center Street	State Road 81	State Road 81	State Road 81
State Road	Center Street	State Road 82	State Road 82	State Road 82
State Road	Center Street	State Road 83	State Road 83	State Road 83
State Road	Center Street	State Road 84	State Road 84	State Road 84
State Road	Center Street	State Road 85	State Road 85	State Road 85
State Road	Center Street	State Road 86	State Road 86	State Road 86
State Road	Center Street	State Road 87	State Road 87	State Road 87
State Road	Center Street	State Road 88	State Road 88	State Road 88
State Road	Center Street	State Road 89	State Road 89	State Road 89
State Road	Center Street	State Road 90	State Road 90	State Road 90
State Road	Center Street	State Road 91	State Road 91	State Road 91
State Road	Center Street	State Road 92	State Road 92	State Road 92
State Road	Center Street	State Road 93	State Road 93	State Road 93
State Road	Center Street	State Road 94	State Road 94	State Road 94
State Road	Center Street	State Road 95	State Road 95	State Road 95
State Road	Center Street	State Road 96	State Road 96	State Road 96
State Road	Center Street	State Road 97	State Road 97	State Road 97
State Road	Center Street	State Road 98	State Road 98	State Road 98
State Road	Center Street	State Road 99	State Road 99	State Road 99
State Road	Center Street	State Road 100	State Road 100	State Road 100

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 and forth on the map to the City of Safety Harbor, Pinellas County, Florida.

<b>RIGHT-OF-WAY</b> <b>TRANSFER MAP</b> <b>(NOT A SURVEY)</b>	<b>City of SAFETY HARBOR</b> <b>DIXIE AVENUE,</b> <b>PEARL AVENUE, SUWANEE</b> <b>STREET, &amp; ALLEY</b>	<b>PINELLAS COUNTY, FLORIDA</b> <b>RIGHT-OF-WAY</b> <b>TRANSFER MAP</b> <b>(NOT A SURVEY)</b>	<b>EXHIBIT B-4</b> <b>MAP DATE: 3/10/2024</b>	<b>SAFETY FILE #</b> 2024-0000 <b>FILE #</b> 2024-0000 <b>ROLL #</b> 2024-0000 <b>SHEET 1 of 1</b>
---	--	--	--	---



Note 1:  
The adjacent plot of THE HIGHLANDS AT SAFETY HARBOR, as recorded in Plat Book 118, page 30, 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 (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.

[illegible]

MATCH LINE SEE SHEET 2

[illegible]

**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

**REPORT AND ORDER DURING  
THE 1911-12 YEAR OF WORK  
CONSTITUTIONAL PARTY 1911-12**

**EXHIBIT B-5**  
MAP DATE: 3/10/2024

SURVEY FILE NO.: 2011\_0000

FBI - 000015

2011\_0000\_SURVEY\_HEADER.rpt

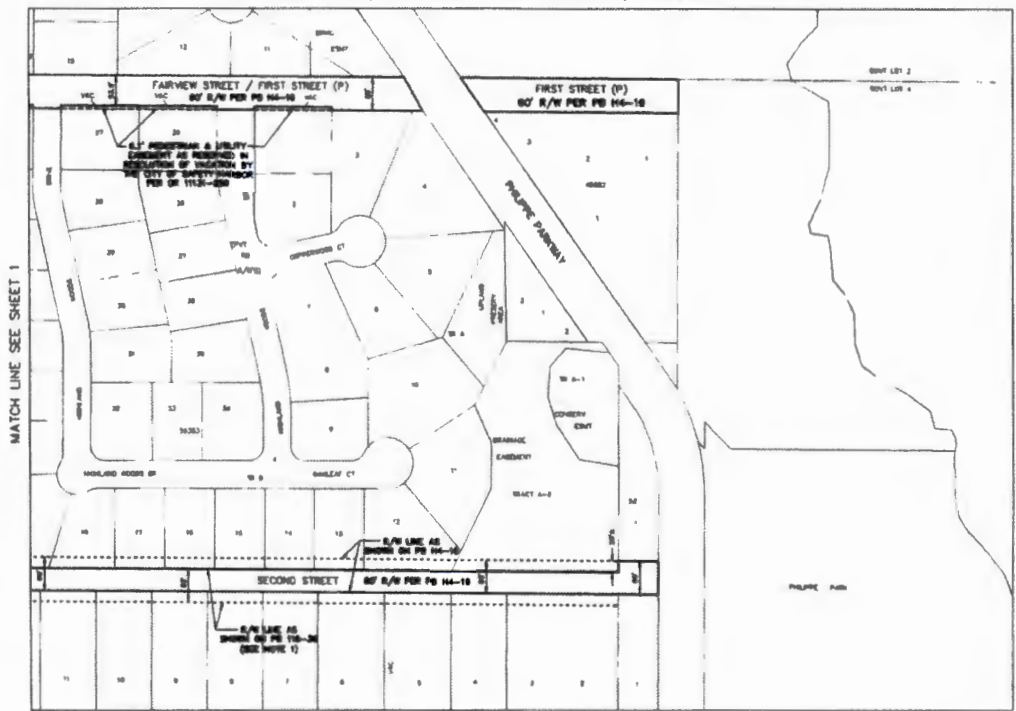
SHEET: 1 of 2

NN-7

# SECTION 27, TOWNSHIP 28 SOUTH, RANGE 16 EAST



ROAD SEGMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF SAFETY HARBOR, FLORIDA					
Segment Name	Width	Right-of-Way	Right-of-Way	Right-of-Way	Right-of-Way
FAIRVIEW STREET	20.00	40.00	40.00	40.00	40.00
First Street (P)	20.00	40.00	40.00	40.00	40.00
Second Street	20.00	40.00	40.00	40.00	40.00
Bayview Street	20.00	40.00	40.00	40.00	40.00
Alley	10.00	20.00	20.00	20.00	20.00
Right-of-Way					
Total					



NOTE: The plat above is a true and correct copy of the original plat as recorded in the Public Records of Pinellas County, Florida. The plat is subject to the provisions of the Florida Statutes, Chapter 218, and the rules of the State Board of Professional Engineers and Surveyors, Chapter 60, Florida Statutes.

REVISIONS	BY	DATE	DESCRIPTION	CITY OF SAFETY HARBOR	RIGHT-OF-WAY TRANSFER MAP	PINELLAS COUNTY, FLORIDA	EXHIBIT B-5	SURVEY FILE NO. 2011-0000
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
41								
42								
43								
44								
45								
46								
47								
48								
49								
50								
51								
52								
53								
54								
55								
56								
57								
58								
59								
60								
61								
62								
63								
64								
65								
66								
67								
68								
69								
70								
71								
72								
73								
74								
75								
76								
77								
78								
79								
80								
81								
82								
83								
84								
85								
86								
87								
88								
89								
90								
91								
92								
93								
94								
95								
96								
97								
98								
99								
100								

- PROJECT LOCATION

[illegible]

W/ MATCH LINE SEE SHEET 2

This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.28 (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.

**Note 1:**  
The adjacent property owner's deed, as recorded in G.R. Book 5856, 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 18253, 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 1994, page 933, recognizes, but does not dedicate, this area as right-of-way.

[illegible]

City of SAFETY HARBOR  
RIGSBY LANE

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

**PINELLAS COUNTY, FLORIDA**  
**FOUNTAIN SPRINGS**

**SALES AND SERVICE DEPARTMENT**  
**SALES U.S. INC. IN FLORIDA**  
**COMMERCIAL SERVICE 800-252-2527**

**EXHIBIT B-6**  
MAP DATE: 2/19/202

SECRET FILE NO.: 8811-0000  
 PRO: 880820  
 8811-0000 SECRET LANE-000

[illegible]

MATCH LINE SEE SHEET 1



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.

<b>REVISION</b>	<b>BY</b>	<b>DATE</b>	<p align="center"><b>City of SAFETY HARBOR</b></p> <p align="center"><b>RIGSBY LANE</b></p>	<p align="center"><b>RIGHT-OF-WAY</b> <b>TRANSFER MAP</b></p> <p align="center">(NOT A SURVEY)</p>	<p align="center"><b>PINELLAS COUNTY, FLORIDA</b> <b>PROJECT FILE NO.</b></p> <p align="center"><small>SURVEY AND IMPROVEMENTS COMPLETED APPROX. JULY 1987 - 10 PARCELS UNDEVELOPED EXISTING FRONT-YARD PARKING (TOTAL) ONE-HUNDRED</small></p>	<p align="center"><b>EXHIBIT B-6</b></p> <p align="center">MAP DATE: 5/10/2024</p>	<b>SURVEY FILE NO.: SHLL 0006</b> <b>PRJ.: 0006010</b> <b>SHLL 0006_SURVEY NAME: QW</b>
							<b>PARCEL:</b> 5 of 5 <b>DSI-0</b>



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 6<sup>TH</sup> 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

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

APPROVED AS TO FORM

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

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 CO. FLORIDA  
CLERK CIRCUIT COURT

78064738

O. R. 4688 PAGE 957

APR 28 11 47 AM 1978

DRAINAGE EASEMENT

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

BETWEEN RAYFIELD LUKE and LILLIE BELL LUKE, his wife

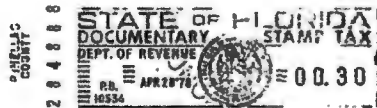
of the County of Pinellas and State of Florida, parties of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, party of the second part,

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 11.00  
40 Rec. 40.00  
41 St. 9.00  
42 Sur. 1.00  
43 Int. 1.00  
Tot. 81.00



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



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:

NOTARY PUBLIC STATE OF FLORIDA - AT LARGE  
MY COMMISSION EXPIRES JULY 5, 1981  
ISSUED BY GENERAL JAMES UNDERHILL JR.

Prepared by:  
Paul Boudier  
915 Haven 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 Piotroburgo  
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. Noffe  
Print Name: Annette J. Noffe

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.

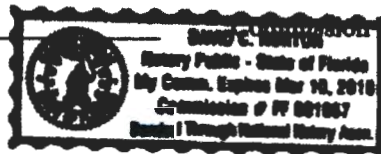
NOTARY

NOTARY

SEAL

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

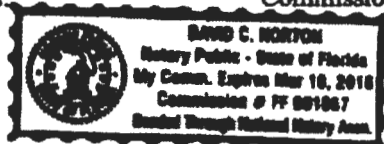
NOTARY

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: CH 5626  
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.  
CROD BY: J.S.R.

# PRECISION SURVEYING & MAPPING, INC.

## GENERAL NOTES

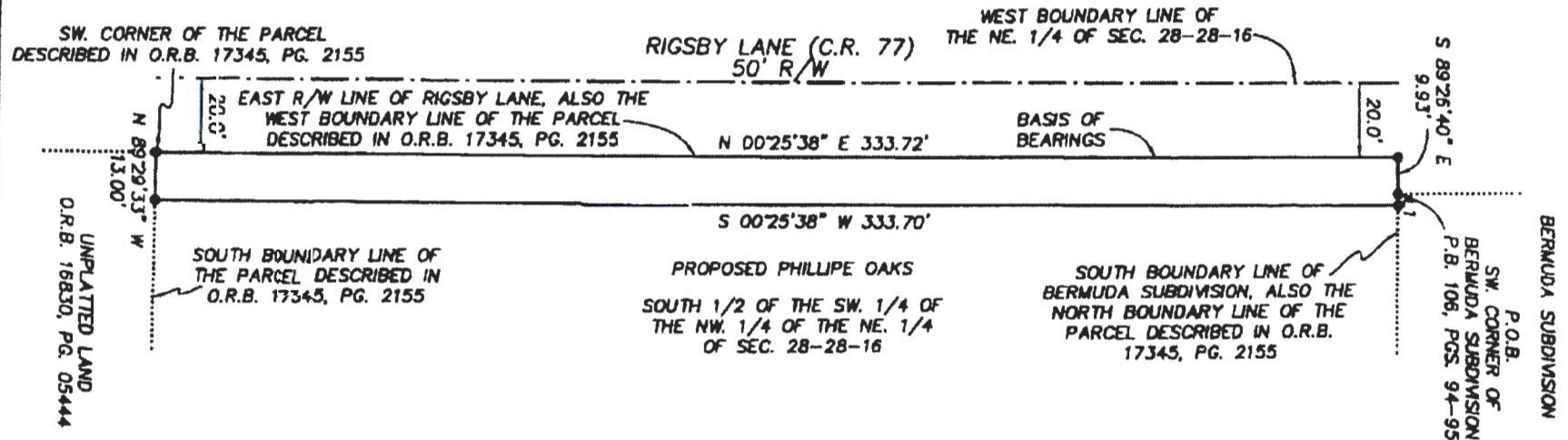
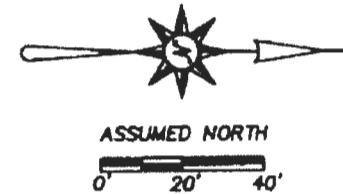
1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT BEARING OF SOUTH 00°25'38" WEST, FOR THE EAST RIGHT-OF-WAY LINE OF RIGSBY LANE AS SHOWN ON THE PLAT OF BERMUDA SUBDIVISION, RECORDED IN PLAT BOOK 106, PAGES 94 AND 95 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

## 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

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

## 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. N.A.  
 P.O. N.A.

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



