

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

## ASSIGNMENT OF EASEMENT

This Assignment of Easement, ("ASSIGNMENT") made this 23<sup>rd</sup> day of January, 2025, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, FL 33756, hereinafter referred to as "COUNTY" and the CITY OF PINELLAS PARK, a municipal corporation of the State of Florida, whose address is 5141 78<sup>th</sup> Avenue North, Pinellas Park, Florida, 33781, hereinafter referred to as "CITY", collectively the "PARTIES".

### WITNESSETH:

WHEREAS, a drainage and utility easement was granted on September 16th, 1981, by MID COUNTY, INC. to COUNTY conveying unto COUNTY a drainage and utility easement, subsequently recorded in Official Records Book 5256, Page 1304, the nature and description of said easement as more fully described in Attachment "1"; attached hereto and fully incorporated herein (the "EASEMENT"); and

WHEREAS, CITY requested from COUNTY an assignment of the EASEMENT; and

WHEREAS, COUNTY has determined that the EASEMENT is not needed for any COUNTY purpose; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, COUNTY desires to assign the EASEMENT for a nominal fee; and

WHEREAS, the CITY desires to accept the EASEMENT from the COUNTY, including all rights and responsibilities to operate and maintain the EASEMENT as of the effective date shown above.

NOW THEREFORE, the PARTIES hereto agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. COUNTY, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, 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 and interests described in and attached hereto as Attachment "1".

3. The COUNTY does not guarantee the fitness or character of the EASEMENT for use by the CITY.
4. This ASSIGNMENT shall divest the COUNTY of all legal rights, obligations, and responsibilities associated with the EASEMENT, to include any operation and maintenance responsibilities, as of the recording of this ASSIGNMENT.
5. CITY shall assume all legal rights, liabilities, obligations, and responsibilities associated with the EASEMENT, to include any operation and maintenance responsibilities, as of the recording of this ASSIGNMENT.
6. The purpose of the EASEMENT as established in Attachment "1" shall remain as described in said respective documents.
7. This ASSIGNMENT shall run with the land and shall be binding to the benefit of the PARTIES, their successors in title and assigns.

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

[SIGNATURE PAGES TO FOLLOW]

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

WITNESSES:

By: Coleen Chaney  
COLEEN CHANEY  
Print name and address

By: Derelynn Revie  
Derelynn Revie  
Print Name and address

COUNTY:

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

By: Brian Scott  
Brian Scott, Commission Chair

STATE OF FLORIDA

COUNTY OF PINELLAS

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

notarization, this 25th day of March, 2025, by BRIAN SCOTT as CHAIR of BOARD OF COUNTY COMMISSINORS for PINELLAS COUNTY.

Derelynn Revie  
Signature of Notary Public



DERELYNN REVIE  
Commission # HH 524878  
Expires May 22, 2028

Print, Type, or Stamp Commissioned Name of Notary

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: \_\_\_\_\_

APPROVED AS TO FORM:  
By: Chavis White  
County Attorney

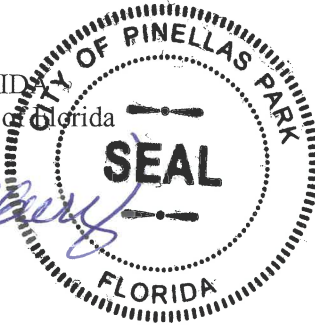
[COUNTER SIGNATURE PAGE BELOW]

COUNTER SIGNED:

CITY OF PINELLAS PARK, FLORIDA  
A municipal corporation of the State of Florida

By:

  
Sandra Bradbury, Mayor



APPROVED AS TO FORM AND CORRECTNESS:

By:

  
Randy Mora, City Attorney

ATTEST:

By:

  
Jennifer R. Carfagno, MMC,  
City Clerk

# ATTACHMENT "1"

81159525

DRAINAGE AND UTILITY EASEMENT

D.R. 5256 PAGE 1304

THIS INDENTURE, made this 16 day of September, A.D. 1981,

BETWEEN Mid County Inc.

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

WITNESSETH, that the said part of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to 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 and utility easement over, under and across the following described property lying in the County of Pinellas, State of Florida, to wit:

(1 Cash) 11 Chg  
40 Rec  
41 DS .75  
43 Int  
Tot .75 md

The North 30 feet of the West 15 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 16, Township 30 South, Range 16 East, Pinellas County, Florida.

Documentary Tax Pd. \$45.45  
Intangible Tax Pd.  
Karleen F. DeBlaker, Clerk, Pinellas County  
By T. DeBlaker Deputy Clerk

15 15411627 70 0 1. 07:061  
41 .45  
.45 CF

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed in its name by its John W. Barger President, and its corporate seal to be hereto affixed, attested by its Beatrice Barger Secretary, the date first above written.

Signed, Sealed and delivered in the presence of:

RECORDED  
PINELLAS CO. FLORIDA

GLENK CIRCUIT COURT

OCT 1 9 45 AM '81

(Corporate Seal)  
STATE OF Florida  
COUNTY OF Pinellas

By John W. Barger  
Its President  
ATTEST Beatrice Barger  
Its Secretary

Before me, the undersigned authority, this day personally appeared John W. Barger and Beatrice Barger to me well known and known to me to be the individuals described in and who executed the foregoing instrument as John W. Barger President and Beatrice Barger Secretary, respectively, of the Corporation named in the foregoing instrument, and they severally acknowledged to and before me that they executed said instrument on behalf of and in the name of said corporation as such officers that the seal affixed to said instrument is the corporate seal of said corporation and that it was affixed thereto by due and regular corporate authority; that they are duly authorized by said corporation to execute said instrument and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 16 day of September, A.D. 1981.

My Commission Expires:  
Notary Public, State of Florida at Large  
Commission Expires JULY 17, 1984

Mary B. Anttland  
Notary Public in and for the  
County and State aforesaid.

(Notarial Seal)

THIS DOCUMENT IS A PORTION OF  
THE RECORDS OF THE  
COUNTY OF PINELLAS, FLORIDA  
AND IS NOT TO BE REPRODUCED  
WITHOUT THE WRITTEN  
CONSENT OF THE  
CLERK OF THE COUNTY OF  
PINELLAS, FLORIDA

PREPARED BY  
PAUL SUMMITTER  
915 COUNTY ST.  
CLEARWATER, FL 34615

HOLD FOR PINELLAS  
COUNTY, FLORIDA

(Notarial Seal)  
NOTARY PUBLIC  
STATE OF FLORIDA