

# FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building 3900 Commonwealth Boulevard Tallahassee, FL 32399 Ron DeSantis Governor

Jeanette Nuñez Lt. Governor

Shawn Hamilton Secretary

May 15, 2024

Pinellas County Attn: Public Works Director 14 S Fort Harrison Avenue Clearwater, FL 33756

BOT No. 520368134, Easement Number 43040

Grantee: Pinellas County

Dear Mr. Meador,

Enclosed is a fully executed original easement for your records. The original easement, at the option of the Grantee, may be recorded in the official records of the county where the leased site is located.

If the billing agent, phone number, or fax number changes, or there is a change in the Grantee's tax status, please notify the DIVISION OF STATE LANDS, REVENUE SECTION in writing within 30 days of the date of any change.

Thank you for your assistance and cooperation in this matter. Should you have any questions, please contact me at (850) 245-2758 or Kathy.Griffin@FloridaDEP.gov.

Sincerely,

Kathy Griffin

Bureau of Public Land Administration

Division of State Lands

State of Florida Department of Environmental Protection

**Enclosures** 

Cc: File

This Instrument Prepared By:
Kathy Griffin
Action No. 48482
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

## BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

#### SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. <u>43040</u> BOT FILE NO. <u>520368134</u> PA NO. <u>47046961</u>

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to <u>Pinellas County</u>, <u>Florida</u>, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in Section <u>10</u>, Township <u>28 South</u>, Range <u>15 East</u>, in <u>Brooker Creek</u>, <u>Pinellas County</u>, Florida, containing <u>4,859</u> square feet, more or less, as is more particularly described and shown on Attachment A, dated February 28, 2023.

TO HAVE THE USE OF the hereinabove-described premises for a period of <u>50</u> years from <u>November 20, 2023</u>, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

- 1. <u>USE OF PROPERTY</u>: The above-described parcel of land shall be used solely for <u>public transportation purposes</u> and Grantee shall not engage in any activity related to this use except as described in the Southwest Florida Water Management District Environmental Resource Permit No. <u>47046961</u>, dated <u>July 14, 2023</u>, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.
- 2. <u>EASEMENT CONSIDERATION</u>: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.
- 3. <u>WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND</u>: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

- 4. <u>RIGHTS GRANTED</u>: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.
- 5. <u>DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS</u>: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.
- 6. <u>GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY</u>: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.
- 7. <u>RIGHT TO INSPECT</u>: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.
- 8. <u>LIABILITY/INVESTIGATION OF ALL CLAIMS</u>: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
- 9. <u>ASSIGNMENT OF EASEMENT</u>: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor, or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.
- 10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors, and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors, and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Pinellas County Public Works Attn: Public Works Director 22211 U.S. HWY 19 N, Bldg 1 Clearwater, FL 33765

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

- 11. <u>TAXES AND ASSESSMENTS</u>: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.
- 12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

- 13. <u>ENFORCEMENT OF PROVISIONS</u>: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.
- 14. <u>AMENDMENT/MODIFICATIONS</u>: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged, and executed by the Grantee and Grantor.
- 15. <u>USACE AUTHORIZATION</u>: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.
- 16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.
- 17. <u>UPLAND RIPARIAN PROPERTY INTEREST</u>: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(65), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

[Remainder of page intentionally left blank; Signature page follows]

| IN WITNESS WHEREOF, the Grantor and the Grantee have  | executed this instrument on the day and year first above written.  |
|---|--|
| WITNESSES: Signature: Celeda A. Wallac  Printed Name: Celeda A. Wallac  Address: 3800 Commonwealth Blvd  Tallahassee, FL 32399  Signature Carylina  Printed Name: Karry Clark   | BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (SEAL)  BY:  Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida |
| Address: 3800 Commonwealth Blvd  Tallahassee, FL 32399  | "GRANTOR"  |
| STATE OF FLORIDA COUNTY OF LEON  The foregoing instrument was acknowledged before 20 The foregoing instrument was acknowledged before 20 The foregoing instrument was acknowledged before 20 The foregoing instrument all Protection as a went for and on | me by means of physical presence this 15th day of May Administration, Division of State Lands, State of Florida behalf of the Board of Trustees of the Internal Improvement Trust  |
| Fund of the State of Florida. He is personally known to me.  APPROVED SUBJECT TO PROPER EXECUTION:  | Coloda a. Wallac   |
| Toni Sturtevant 3/31/2024   | Notary Public, State of Florid CELEDA A. WALLACE Commission # HH 504171  |
| DEP Attorney Date   | Expires March 13, 2028   |
|   | Printed, Typed or Stamped Name   |
|   | My Commission Expires:   |
|   | Commission/Serial No   |

| WITNESSES:  | Pinellas County, Florida (SEAL)  |
|---|--|
| Signature: Delly Leito  | By its Board of County Commissioners  BY: Original Signature of Executing Authority  |
| Printed Name: Derelynn Revie  | T dl D   |
| Address: 315 Court Street, Room 537   | Kathleen Peters Typed/Printed Name of Executing Authority  |
| Clearwater, FL 33756  | Chair Title of Executing Authority   |
| Signature:  | ATTEŞF, KEN BURKE, ÇLERK   |
| Printed Name: Christian Eres  | COUNTY COMES BY A DIRLY OF THE PROPERTY OF THE |
| Address: 315 Court Street, Room 537   | SEAL SEAL  |
| Clearwater, Florida 33756   | "GRANTEE"  |
| STATE OF Florida  COUNTY OF Pinellas  |  |
| <del></del>   |  |
| The foregoing instrument was acknowledged be 14 day of May, 2024, by Kathlet of Pinellas County, Florida. She is personally known to as identification. | fore me by means of physical presence or X online notarization this en Peters as Chair, for and on behalf of Board of County Commissioners me or who has produced,   |
|   | D. Cone  |
| My Commission Expires: August 9, 2025   | Com  |
| CHRUSTIAN ERES  | Signature of Notary Public   |
| Commission of HH 102741 Expires August 9, 2025 Burnied Titre Teop Feld Insurance 000-305-7019   | Notary Public, State of FLORIDA  |
|   | Christian Eres   |
| Commission/Serial No. HH 162741   | Printed, Typed or Stamped Name   |

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328 PHONE # (727) 464-8904

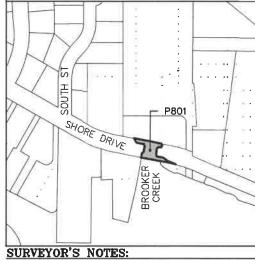
#### PINELLAS COUNTY MAP



9:56am

2023 8,

SI\Divisions\Survey\Survey\SFN Projects\sfn1701\dwg\P801.dwg, Feb





 This Sketch and Description was prepared with the benefit of a Specific Purpose Survey for Right of way limits of Shore Drive from Lagoon Drive to Purpose Survey for Right of way limits of Shore Drive from Lagoon Drive to Orange Street certified by the undersigned on February 14, 2023 (Pinellas County Survey File Number 1701), together with a Topographic Survey of Shore Drive from Lagoon Drive to Orange Street certified by Christopher Wild with DRMP on February 21, 2023 (Pinellas County Survey File Number 1701) for Mean High Water Line and existing conditions. Proposed improvements are depicted in accordance with drawings provided by Leo Rodriguez, PE, DRMP on February 1, 2023 for proposed conditions.

- Bearings and coordinates are referenced to the West Zone of the Florida State Plane Coordinate System, North American Datum of 1983, 2011 adjustment (NAD83/2011), based on the surveys referenced above. Coordinates and distances are in US Survey Feet.
- Mean High Water elevation at this location is 0.76 ft North American Datum of 1988 (NAVD88) according to a Florida Department of Environmental Protection Tidal Water Survey Procedural Approval dated March 29, 2022.
- Vegetation lines shown hereon were taken from aforesaid Topographic Survey and 2022 Pinellas County Orthophotography taken in 2/2022.
- The Easterly extension of the Southerly right of way line of Shore Drive, same being the North line of WITTHOEFT'S REPLAT, as recorded in Plat Book 29, Page 85 Public Records of Pinellas County, Florida, is perpendicular to the East line of said WITTHOEFT'S REPLAT and the exiting seawall. Said line is considered the riparian line in accordance with the Florida Department of Environmental Protection Guidelines for Allocation of Riparian Rights dated 2/26/2013, located on Labins.org.

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description has been electronically signed and sealed using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

Bosco 2023.02.28 10:10:11 -05'00'

CATHERINE A. BOSCO, PROFESSIONAL SURVEYOR AND MAPPER

LICENSE NUMBER: 6257, STATE OF FLORIDA P.I.D.: 004979A

CALCULATED

BY: RAC

CHECKED BY: GD

Pinellas County Survey and Mapping Division



Parcel No.: P801

SHEET: 1 of 7

EXHIBIT .....

S.F.N.:

1701

PINELLAS COUNTY PUBLIC WORKS SURVEY AND MAPPING DIVISION 22211 U.S. HIGHWAY 19 N. CLEARWATER, FLORIDA 33765-2328 PHONE # (727) 464-8904



### SECTION 11, TOWNSHIP 28 SOUTH, RANGE 15 EAST DESCRIPTION

That part of the Brooker Creek sovereign lands of the State of Florida that lie within the following described

Commence at the Westerly-most Northwest corner of Lot 9, OZONA SHORES FIFTH ADDITION, according to the plat thereof as recorded in Plat Book 63, Page 36, Public Records of Pinellas County, Florida; thence along the Northwesterly line of said Lot 9, 44.69 feet along the arc of a curve to the right, said curve having a radius of 20.00 feet, central angle of 128'01'10", chord bearing and distance of N77"26'29"E, 35.95 feet to a point of reverse curve, a radial to said point being S51"27'04"W; thence continue along the Northerly line of said Lot 9, 81.60 feet along the arc of a curve to the left, said curve having a radius of 214.40 feet, central angle of 21'48'23", chord bearing and distance of S49"27'07"E, 81.11 feet to a point of tangency; thence continue along the Northerly line of said Lot 9 and the Northerly line of Lots 11 through 20 inclusive, said OZONA SHORES FIFTH ADDITION, the Northerly line of OZONA CLUB MARINA CONDOMINIUM, Condominum Plat Book 165, Page 31, Public Records of Pinellas County, Florida, and the Northerly line of WITTHOEFT'S REPLAT according to the plat thereof as recorded in Plat Book 29, Page 85, Public Records of Pinellas County, Florida, same being the Southerly right of way line of Shore Drive (County Road Number 37), the following four (4) courses; (1) thence \$60°21'19"E, 590.11 feet to a point on a (non) tangent curve, a radial to said point being \$29°55'01"W; (2) thence 83.24 feet along the arc of a curve to the left having a radius of 392.26 feet, through a central angle of 12°09'33", a chord bearing and distance of S66'09'46", 83.09 feet to a point of compound curve, a radial to said point being S17\*31'32"W; (3) thence 46.70 feet along the arc of a curve to the left, a radius of 556.46 feet, through a central angle of 04'48'32", a chord bearing and distance of S74'52'44"E, 46.69 feet; (4) thence along a non-tangent line, \$7978'00"E a distance of 111.31 feet to a point of intersection of the Southerly right of way line of Shore Drive, same being the Northerly line of aforesaid WITHOEFT'S REPLAT, with the Westerly Mean High Water line of Brooker Creek and the Point of Beginning; thence along said Westerly Mean High Water Line the following eleven (11) courses; (1) N10°36′45″E, for a distance of 15.56 feet; (2) thence S79°23′11″E, for a distance of 0.30 feet; (3) thence N31°22'44"E, for a distance of 2.84 feet; (4) thence N47°38'44"E, for a distance of 5.36 feet; (5) thence N10°48'57"E, for a distance of 23.33 feet; (6) thence N78°55'33"W, for a distance of 0.60 feet; (7) thence N22°24'41"W, for a distance of 4.78 feet; (8) thence N17°26'28"W, for a distance of 3.03 feet; (9) thence S71'35'29"W, for a distance of 0.47 feet; (10) thence N79'10'14"W, for a distance of 29.25 feet; (11) thence N28'23'49"W, for a distance of 19.56 feet to a point on the Northerly line of the lands described in Official Records Book 4482, Page 2114, Public records of Pinellas County, Florida; thence departing said Westerly Mean High Water line, along said Northerly line of lands described in Official Records Book 4482, Page 2114, S78'47'49"E, a distance of 104.79 feet to the intersection of said Northerly line with the Easterly Mean High Water Line of Brooker Creek; thence along said Easterly Mean High Water Line the following (15) courses; (1) thence S33'06'51"E, for a distance of 8.42 feet; (2) thence S29'46'45"W, for a distance of 8.71 feet; (3) thence N78°49'19"W, for a distance of 8.18 feet; (4) thence S41"11'26"W, for a distance of 7.33 feet; (5) thence S83'47'03"W, for a distance of 1.79 feet; (6) thence S10'56'56"W, for a distance of 7.89 feet; (7) thence S0516'29"W, for a distance of 15.67 feet; (8) thence S21'05'26"E, for a distance of 4.58 feet; (9) thence S14°57'57"E, for a distance of 3.12 feet; (10) thence S79"19'08"E, for a distance of 14.29 feet; (11) thence S76'41'56"E, for a distance of 7.80 feet; (12) thence S53"12'07"E, for a distance of 20.99 feet; (13) thence S71"24'46"E, for a distance of 2.62 feet; (14) thence S67"54'25"E, for a distance of 25.95 feet; (15) thence S65'51'23"E, for a distance of 6.17 feet to a point of intersection with the Southerly right of way line of aforesaid Shore Drive, said point also being on the Southerly line of the lands described in Official Records Book 4482, Page 2116, Public Records of Pinellas County, Florida, said point also being on a point of curve, a radial to said point being N15°41'49"E; thence departing said Easterly Mean High Water line, along the Southerly line of said lands described in aforesaid Official Records Book 4482, Page 2116, 18.68 feet along the arc of a curve to the left, having a radius of 382.00 feet; through a central angle of 02°48'07", a chord bearing and distance of N75°42'14"W, 18.68 feet to a point on the Easterly extension of the Southerly right—of—way line of Shore Drive; thence along said Easterly extension, N79"18"00"W, a distance of 113.60 feet to a point on the aforesaid Westerly Mean High Water line of Brooker Creek and the Point of Beginning.

Containing 4,859 square feet or 0.11 acre, more or less.

|--|

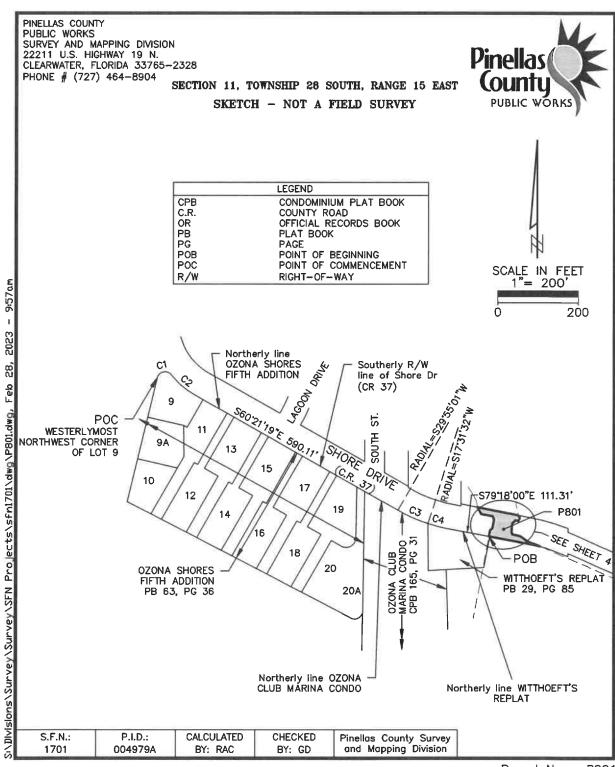
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Parcel No.: P801 EXHIBIT \_\_\_\_

SHEET: 2 of 7

Attachment A Page 7 of 12 SSL NO. 520368134 Easement No. 43040

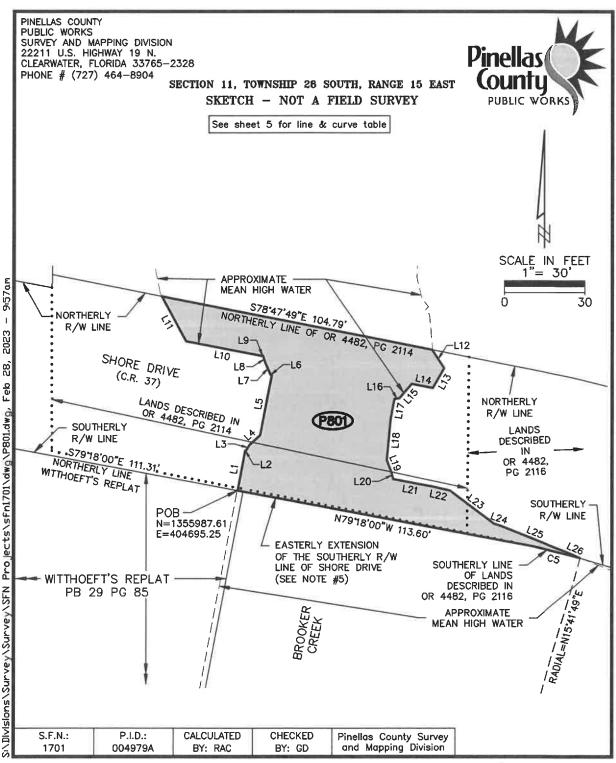
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Parcel No.: P801

SHEET: 3 of 7

EXHIBIT \_\_\_\_



Parcel No.: P801

EXHIBIT \_\_\_\_ SHEET: 4 of 7

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904



| LINE TABLE |             |        |  |  |
|------------|-------------|--------|--|--|
| LINE #     | BEARING     | LENGTH |  |  |
| L1         | N10°36'45"E | 15.56' |  |  |
| L2         | S79°23'11"E | 0.30'  |  |  |
| L3         | N31°22'44"E | 2.84'  |  |  |
| L4         | N47'38'44"E | 5.36'  |  |  |
| L5         | N10'48'57"E | 23.33' |  |  |
| L6         | N78*55'33*W | 0.60'  |  |  |
| L7         | N22'24'41"W | 4.78'  |  |  |
| L8         | N17*26'28"W | 3.03'  |  |  |
| L9         | S71'35'29"W | 0.47   |  |  |
| L10        | N79"10'14"W | 29.25' |  |  |
| L11        | N28"23'49"W | 19.56' |  |  |
| L12        | S33'06'51"E | 8.42'  |  |  |
| L13        | S29*46'45"W | 8.71'  |  |  |

| TABLE<br>RING LENGTH                  |
|---------------------------------------|
| INC LENCTI                            |
| RING LENGTH                           |
| '19"W 8.18'                           |
| '26 <b>"</b> W 7.33'                  |
| '03"W 1.79'                           |
| '56"W 7.89'                           |
| '29"W 15.67'                          |
| '26"E 4.58'                           |
| '57"E 3.12'                           |
| '08"E 14.29'                          |
| '56"E 7.80'                           |
| '07"E 20.99'                          |
| '46"E 2.62'                           |
| '25"E 25.95'                          |
| '23"E 6.17'                           |
| ֡֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜ |

| CURVE TABLE |         |        |        |                  |            |
|-------------|---------|--------|--------|------------------|------------|
| CURVE #     | RADIUS  | ARC    | CHORD  | CHORD<br>BEARING | DELTA      |
| C1          | 20.00'  | 44.69' | 35.95' | N77"26'29"E      | 128'01'10" |
| C2          | 214.40  | 81.60* | 81.11  | S49°27'07"E      | 21*48'23"  |
| С3          | 392.26' | 83.24  | 83.09  | S66'09'46"E      | 12*09'33"  |
| C4          | 556.46' | 46.70  | 46.69  | S74'52'44"E      | 4*48'32"   |
| C5          | 382.00' | 18.68  | 18.68' | N75*42'14"W      | 2*48'07"   |

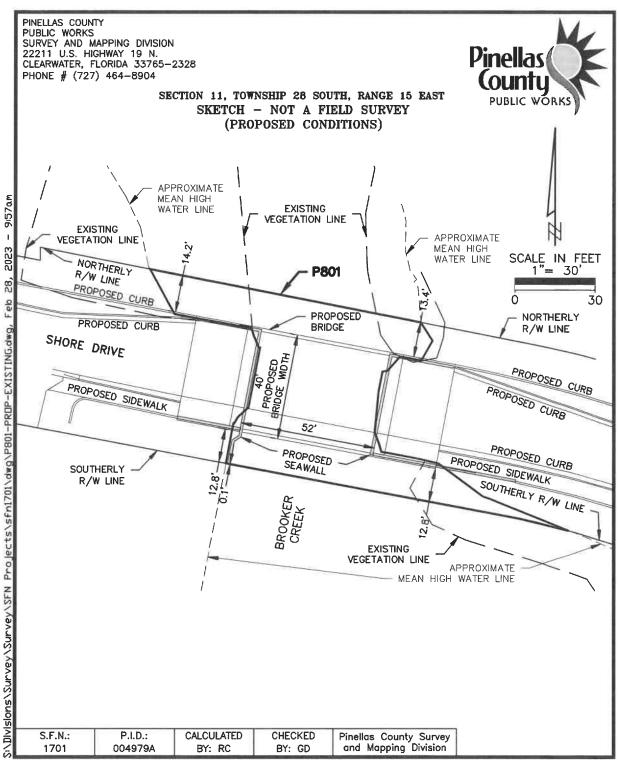
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|--|---------|------------|---------|------------------------|
| 1701   | 004979A | BY: RAC    | BY: GD  | and Mapping Division   |
| 5.F.N.:  | P.I.D.: | CALCULATED | CHECKED | Pinellas County Survey |

Parcel No.: P801

SHEET: 5 of 7

EXHIBIT \_\_\_\_

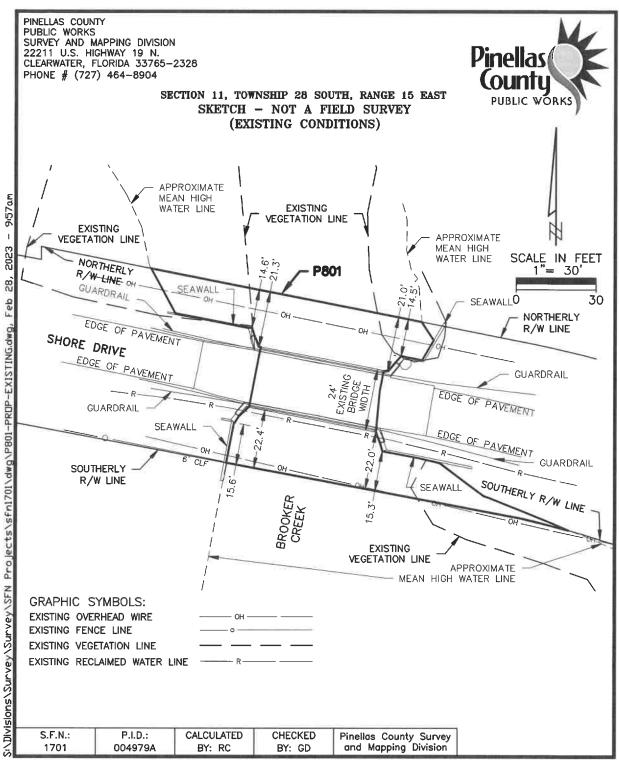
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Parcel No.: P801

SHEET 6 OF 7

EXHIBIT \_\_\_\_



Parcel No.: P801 SHEET 7 OF 7

EXHIBIT \_\_\_\_