

**DEED TRANSFER AGREEMENT
BETWEEN PINELLAS COUNTY, FLORIDA
AND CITY OF TREASURE ISLAND, FLORIDA**

THIS AGREEMENT made and entered into this 17 day of June, 2025, 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 TREASURE ISLAND**, a municipal corporation existing under the laws of the State of Florida, ("CITY" collectively "the Parties").

WITNESSETH:

WHEREAS, in 1927, Pinellas County acquired the deed to certain property in Treasure Island, currently known as Kingfish Drive; and

WHEREAS, since no later than 1935, roads that were built by counties, municipalities, or the state were maintained and kept in repair for a period of 4 years, the roads were presumed to be dedicated to the public and title vested in the appropriate governmental entity; and

WHEREAS, pursuant to Chapter 77-165, Laws of Florida, the Legislature revised the Public Roads System and created a plan for the functional classification of all public roads in the state. Pursuant to this plan, maintenance responsibility for roads transferred between the State, counties, and municipalities, based upon the functional classification; and.

WHEREAS, Chapter 77-165 required the transfer of roads between jurisdictions to be completed by July 1, 1982; and

WHEREAS, in 1995, Section 335.0415, Florida Statutes, was enacted allowing roads to be transferred among jurisdictions by written agreement. Prior to the enactment of Chapter 335.0425, while some roads were transferred via formal agreement, others were not. Section 335.0415 also froze right-of-way maintenance responsibility as it existed on June 10, 1995; and

WHEREAS, the CITY acquired maintenance responsibility for Kingfish Drive through functional classification; and

WHEREAS, the CITY acquired title to Kingfish Drive through its maintenance thereof; and

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the public to clarify the history of ownership and transfer the COUNTY's legacy deed to remove any doubt regarding title interest and clarify the responsibility for the operation, maintenance, planning, design and construction of the Kingfish Drive be transferred to the CITY and of any future improvements thereto will belong to the CITY.

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

1. The COUNTY'S jurisdiction, rights, interest and title, if any remains, of the property conveyed to the COUNTY by deed recorded at Deed Book 537 Page 535 in the Official Records of Pinellas County ("Legacy Deed") be transferred to the CITY via County Deed, which will be substantially the same as that attached hereto as Exhibit A.

2. The CITY agrees to accept the transfer from the COUNTY and record the County Deed in the Official Records of Pinellas County.

3. As limited by Section 768.28, Florida Statutes (2024), the CITY's responsibility for any tort liability for any actions arising out of the CITY's operation and maintenance of the Kingfish Drive and any adjacent property encumbered by the Deed prior to the recording of the County Deed prior to the effective date of this transfer. 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.

4. 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 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 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. This Agreement shall become effective upon the filing with the Clerk of the Circuit Court for Pinellas County as required by Florida Statutes, Section 163.01

10. 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 .

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.

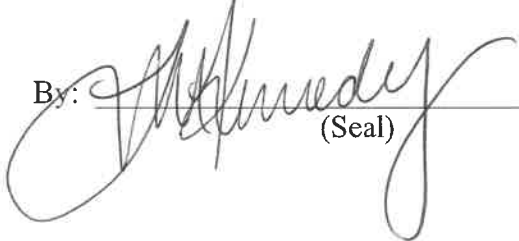
CITY OF TREASURE ISLAND
by and
A municipal corporation of the State of Florida

By: 
William "Trip" Barrs, Acting City Manager

PINELLAS COUNTY, FLORIDA
through its Board of County Commissioners

By: _____
Brian Scott, Commission Chair

ATTEST: CITY CLERK

By: 
(Seal)

ATTEST: Ken Burke, Clerk

By: _____
Deputy Clerk (Seal)

PCAO 518065

APPROVED AS TO FORM
By: Christy Donovan Pemberton
Office of the County Attorney

EXHIBIT "A"

DEED 537 mg535

This Indenture, Made this 30th day of July, A. D. 19 27,
BETWEEN Treasure Island Inc.,
of the County of Pinellas and State of Florida
parties of the first part, and County of Pinellas
of the County of Pinellas and State of Florida
parties of the second part,

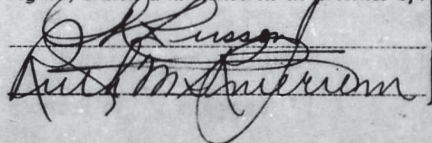
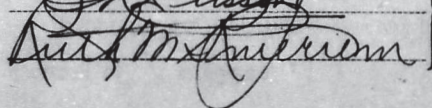
Witnesseth, That the said parties of the first part, for and in consideration of the sum of
One Dollar & other valuable considerations Dollars,
in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged,
have remise, released and quit-claimed, and by these presents do remise, release and quit-
claim unto the said parties of the second part, and its heirs and assigns forever, all the
right, title, interest, claim and demand which the said parties of the first part have in and to
the following described ~~lot~~ piece or parcel of land, situate, lying and being in the County
of Pinellas, State of Florida, to-wit:
A strip of land 66 ft. in width and 964.4 ft. in length in Section
15, Township 31 S, R 15 E; Said 66 ft. strip being 33 feet to the
right and 33 feet to the left of the following described center line:
Beginning in the center line of the Street between Blocks 2 and 3
according to the recorded Plat of Coney Island at a point 14.6 feet
South Westerly from the North East line of said Blocks 2 and 3, thence
on a 6° curve to the Right for a distance of 268.3 feet, thence North
39° 15' E for a distance of 241.5 feet, thence on a 30° curve to the
Left for a distance of 233.3 feet, thence N 30° 45' W for a distance
of 221.3 feet to the center line of Johns Pass.

Parties of the first part grant permission for the building of re-
taining walls and extension of embankment slopes beyond the limits
of Right-of-Way here granted sufficient for construction and main-
tenance of Bridge and Road way.

To Have and to Hold the same, together with all and singular the appurtenances there-
unto belonging or in anywise appertaining, and all the estate, right, title, interest and claim what-
soever of the said parties of the first part, either in law or equity, to the only proper use, benefit
and behoof of the said parties of the second part, its heirs and assigns forever.

In Witness Whereof, The said parties of the first part have hereunto set their
hands and seal the day and year first above written.

Signed, sealed and delivered in presence of:

TREASURER

 (Seal)
Vice President
 (Seal)



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, Thomas V. Donovan and Walter H. Donovan respectively, Vice-President and Secretary of Treasure Island Inc., to me well known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

~~And I further Certify, That the said~~

~~known to me to be the wife of the said on a separate and private examination, taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed said instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.~~

Witness my hand and official seal at St. Petersburg
County of Pinellas and State of Florida

this 27th day of September, A. D. 19 27

(Seal)

Paul M. American
Notary Public State of Florida.
My commission expires June 14th 1930.



Quit-Claim Deed

323370
DREW'S FORM R. E. 89

FROM
Treasure Island Inc

TO
County of Pinellas

Dated July 30th, 19 27

FILED FOR RECORD IN THE OFFICE OF THE CLERK OF
THE CIRCUIT COURT OF THE COUNTY OF PINELLAS,
STATE OF FLORIDA ON SEP 28 1927
AT 10⁰⁰ O'CLOCK A.M.
AND RECORDED IN RECORD
BOOK ON PAGE AND THE RECORD VERIFIED
BY K. B. O'QUINN CLERK
D.C.

1099