



Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: July 21, 2021
To: Mark LeCouris, City Manager
From: Bob Robertson, P.E., Project Administration Department Director
Subject: Right of Way Transfers from Pinellas County

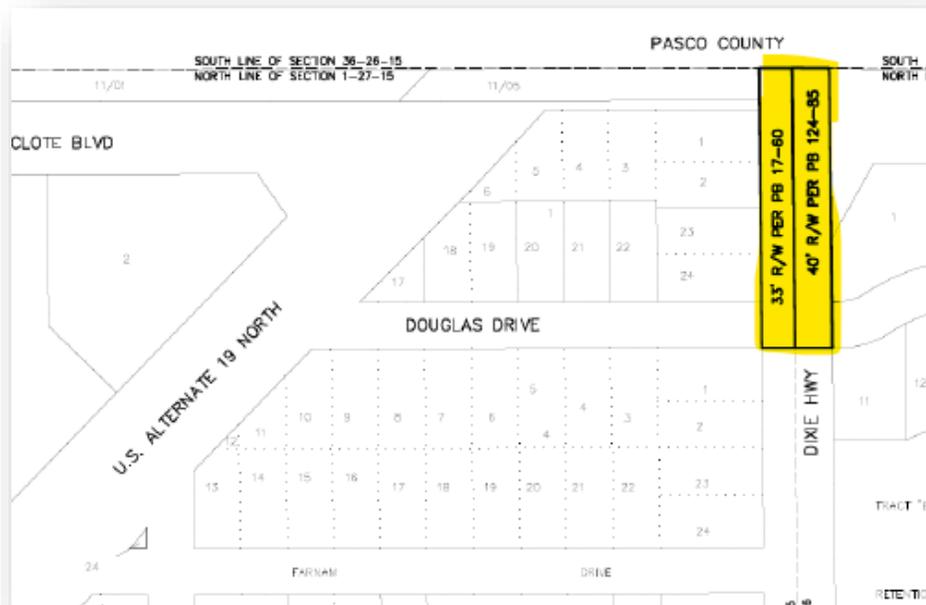
Recommendation

Requesting Board of Commissioners approval of an Interlocal Agreement and an Assignment of Easement between the City and Pinellas County through which the City would accept the transfer of three right-of-way segments from the County at no cost.

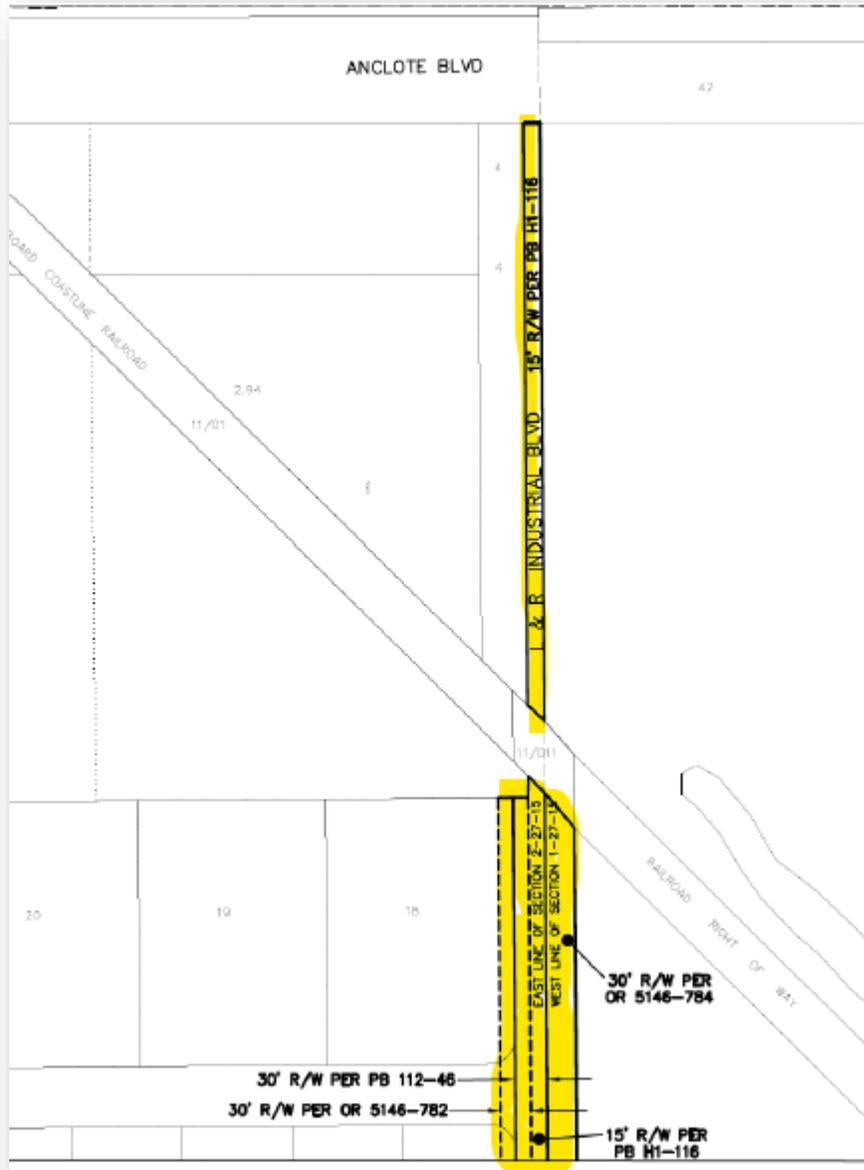
Background

Three roadway segments are proposed to be transferred from Pinellas County to the City. The City Attorney has reviewed the proposed documents. The roadway segments are summarized briefly below. Detailed information is attached.

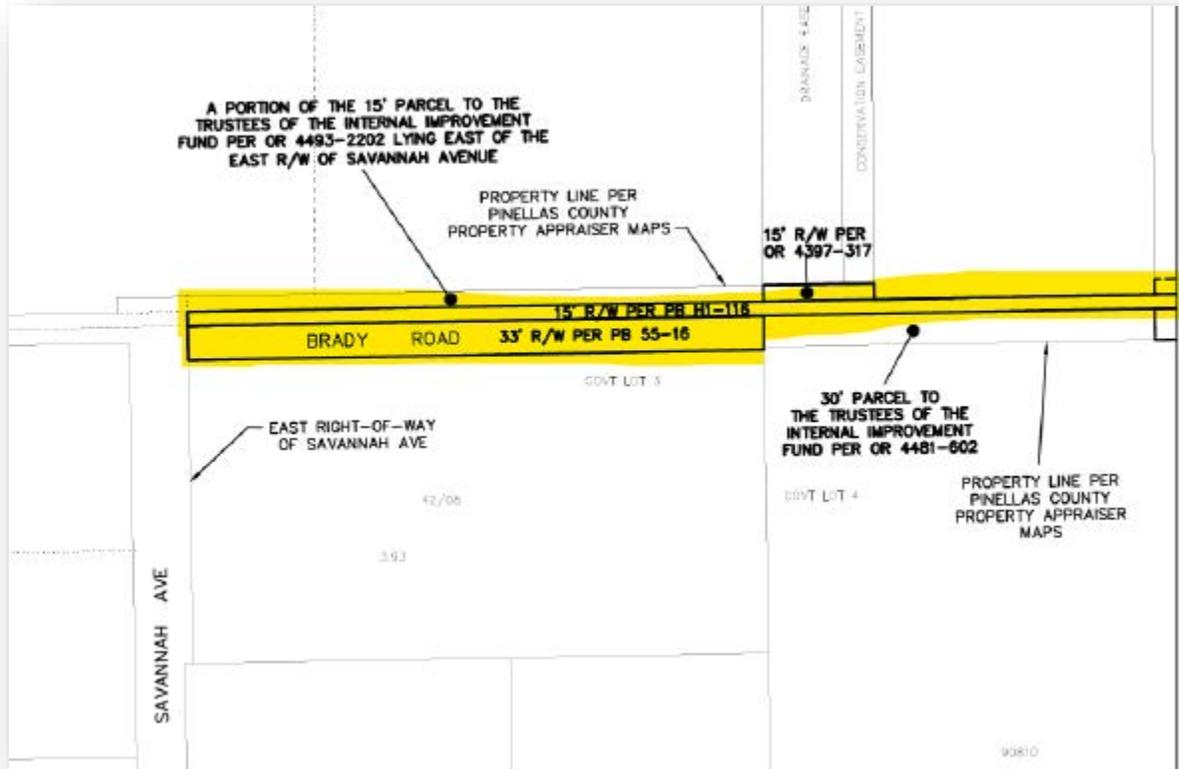
Dixie Highway (Partial Segment): This parcel is a short, 220 ft. dead-end piece of Dixie Highway between Douglas Drive to the Pasco County line. The City currently has a Right-of-Way Use Permit for a raw water production well (serving the Reverse Osmosis Water Facility) as well as connecting pipelines within this segment. Transfer of this property had been initiated by the City when the well was proposed and has been bundled herein with the other proposed segments.



L&R Industrial Blvd Parcels: While L&R Industrial Boulevard between Anclote Boulevard and Anclote Road is already a City right-of-way (transferred via Interlocal Agreement in 2008), the County retained some adjacent segments along this north-south roadway corridor. This road segment transfer is meant to be comprehensive and includes all parcels and easements along and within this right-of-way. The City has significant stormwater, water, sewer, and communications infrastructure within this easement, primarily in service to the Reverse Osmosis Water Facility. Transfer of this segment to the City gives control of this right-of-way to the City.



Brady Road (Partial Segment): This is a segment of Brady Road between Savannah Avenue and L&R Industrial Blvd. Part of this roadway is a County easement which is being transferred to the City. City utilities are included in the right of way.



**ROAD TRANSFER INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY, FLORIDA
AND CITY OF TARPON SPRINGS, FLORIDA**

THIS AGREEMENT made and entered into this ____ day of _____, 2021, 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 TARPON SPRINGS**, a municipal corporation existing under the laws of the State of Florida, (“CITY”), collectively Parties.

WITNESSETH:

WHEREAS, pursuant to Section 334.03(21), Florida Statutes (2020), 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 (2020), “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 (2020), 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 (2020), 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 (2020), 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 (2020), 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, the Road Segments, as defined below, have been regularly maintained by the COUNTY and/or the CITY, jointly or severally, for the immediate past 7 years;

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 be transferred to the CITY and 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 above recitals are true and correct and incorporated herein.
2. The COUNTY's jurisdiction, rights, interest and title, if any, and control of all segments of public Roads, as defined in Section 334.03 (22), Florida Statutes (2020), listed in Exhibit A and depicted in Exhibit B attached hereto (hereinafter "Road Segments") 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. 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 those attached hereto as Composite Exhibit B and (b) transfer of easement which is substantially the same as that attached hereto as Exhibit C to transfer the recorded easement 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 maps the CITY accepts all legal rights, responsibilities, and obligations with respect to the Road Segments, including but not limited to the operation, planning, design, construction, improvement, and maintenance of the Road Segments, including stormwater drainage and facilities, including mitigation sites, within and appurtenant to the rights-of-way transferred herein and the permitting associated therewith. The CITY shall also have the same governmental, corporate, and proprietary powers with relation to the Road Segments as the CITY has with relation to other public roads and rights-of-way within the CITY's City Street System.
4. The CITY recognizes that the COUNTY may have utilities located within the road 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 or the placement of additional utilities.
5. As limited by Section 768.28, Florida Statutes, the Parties shall remain responsible for any tort liability for any actions arising out of their prior maintenance of any Road Segment and in accordance with Section 337.29, Florida Statutes (2020), the COUNTY shall remain responsible for any tort liability for any actions arising out of the COUNTY's operation of the Road Segments prior to the recording of the right of way map transferring the Road Segments to the City Street System. 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.
6. COUNTY shall provide CITY with a list of all completed, planned and/or unfunded roadway/sidewalk/stripping projects for the Road 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.

7. 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 Tarpon Springs
324 East Pine Street
Tarpon Springs, FL 34688

8. CITY and COUNTY agree that this is the entire agreement between the Parties with regard to the transfer of jurisdiction of the Road 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 roadways 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 in the future by amendment to this Agreement or by the execution of separate agreement.

9. 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.

10. 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.

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

12. 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.

13. Each of the exhibits attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto.

14. 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

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.

16. 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 any Road 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 prior to their transfer pursuant to this Agreement. Any time prior to the recording of the right-of-way map in accordance with Paragraph 3 the CITY or COUNTY may elect to terminate this Agreement by notifying the other party and this Agreement shall be of no further force or effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

CITY OF TARPON SPRINGS
A municipal corporation of the State of Florida

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

BY: _____
Chris Alahouzos, Mayor

BY: _____
Dave Eggers, Commission Chair

BY: _____
Mark LeCouris, City Manager

ATTEST: CITY CLERK

ATTEST: Ken Burke, Clerk

By: _____
Irene Jacobs (Seal)

By: _____
Deputy Clerk (Seal)

APPROVED AS TO FORM:

By: _____
Thomas J. Trask, B.C.S., City Attorney

EXHIBIT A
Road Transfer Agreement
Road Segments Transferred from Pinellas
County, Florida to City of Tarpon Springs, Florida

Road Name	From	To	Exhibit Sheet #	C/L Miles	Plat Name or Document Type	Book and Page
Dixie Highway	Douglas Drive	Pasco County Line	B-1	0.05	Cypress Park of Tarpon Springs	PB 124-85
					Crestview	PB 17-60
L & R Industrial Blvd	Anclore Rd	Anclore Blvd	B-2	0.63	Road Petition	BCC 19-586
					Tampa & Tarpon Springs Land Co	PB H1-116
					R/W per OR 5146-781, less the southerly 33'	OR 5146-781
					Deed	OR 5146-780
					Deed	OR 5146-783
					Deed	OR 5146-784
Brady Rd	Anclore Rd	L & R Industrial Blvd	B-2	0.50	Road Petition	BCC 5-290
					Tampa & Tarpon Springs Land Co	PB H1-116
					River Bend Village	PB 144-42
					Brady Sub.	PB 55-16
					Riverside Farms	PB 3-16
					Deed	OR 4397-317
Total				1.18		

LEGEND

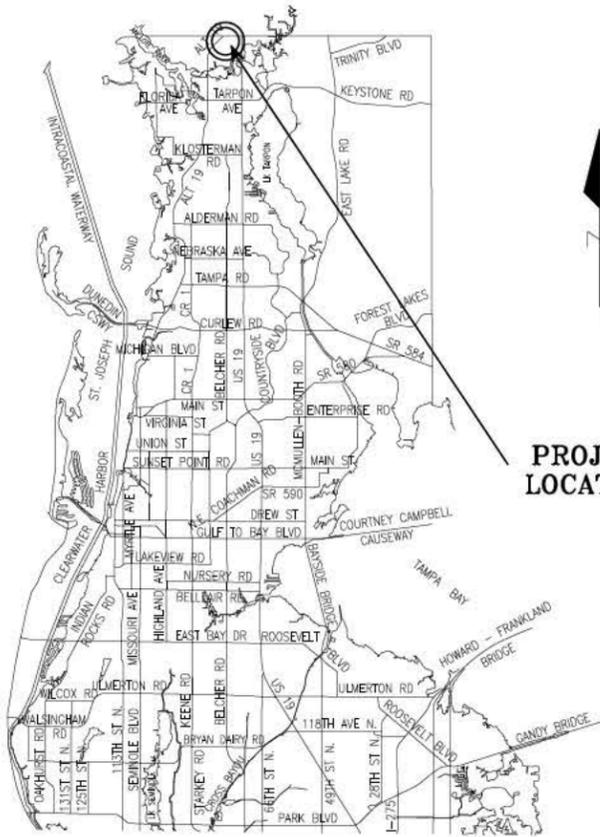
C/L Centerline
PB Plat Book
OR Official Record
DB Deed Book
RPB Road Plat Book
BCC Board of County Commissioners Minutes Book
SUB Subdivision
R/W Right-of-way
RP Road Petition
(P) Plat

EXHIBIT B

Right-of-Way Transfer Maps

B1 – 1 SHEET
B2 – 4 SHEETS

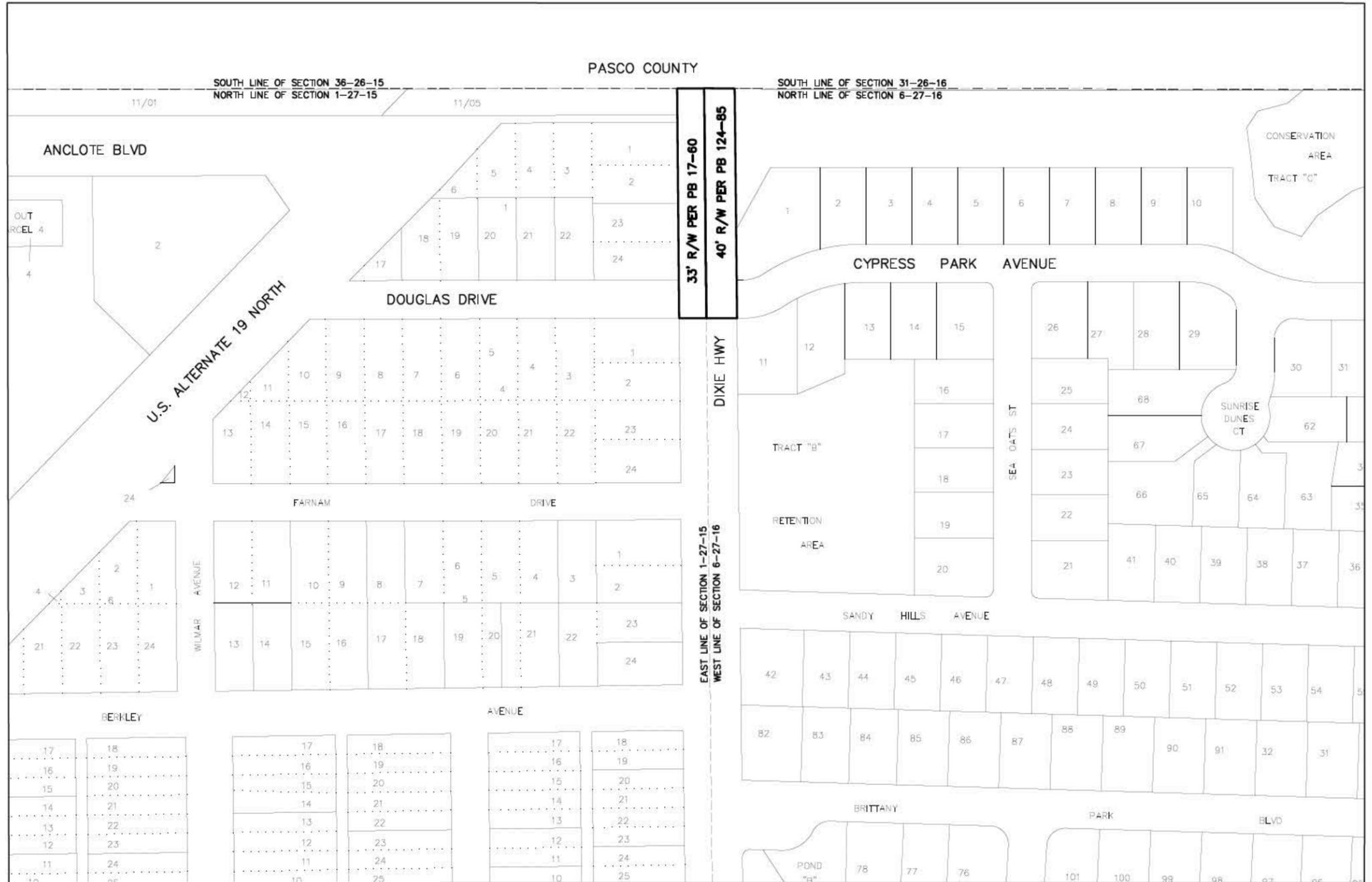
PINELLAS COUNTY MAP



PROJECT LOCATION

SEC 1, TWP 27 SOUTH, RNG 15 EAST

SEC 6, TWP 27 SOUTH, RNG 16 EAST



ROAD SEGMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF TARPON SPRINGS, FLORIDA

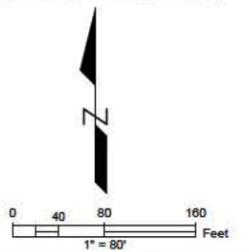
Road Name	From	To	Centerline Miles	Plat Name or Document Type	Book and Page
Dixie Highway	Douglas Drive	Pasco County Line	0.05	Cypress Park of Tarpon Springs	PB 124-85
				Crestview	PB 17-60
Total			0.05		

NOTE: The table above is a list of the supporting right-of-way instruments that were found. The extents of the transfer are depicted with bold continuous and bold dashed line types on the map.

LEGEND
 PB Plat Book
 PB H Plat Book recorded prior to 1912
 OR Official Record
 DB Deed Book
 SUB Subdivision
 RNG Range
 R/W Right-of-way
 RP Road Petition
 TWP Township
 (P) Plat
 BCC Board of County Commissioners Minutes Book

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

This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.29 (2020) 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 Tarpon Springs, Pinellas County, Florida.



S:\Divisions\Survey\Survey\SFN Projects\sfm2011_00033\Phase 2\Dwg\2011_00033_DIXIE HIGHWAY.dwg, Apr 26, 2021 7:44am

REVISIONS	BY	DATE	SURVEY BOOK No.:
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			BY
			DATE
			TECHNICIAN
			LL 6/20
			CHECKED
			DESIGN SECTION
			DESIGNED
			DRAWN
			CHECKED

City of Tarpon Springs
DIXIE HIGHWAY

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

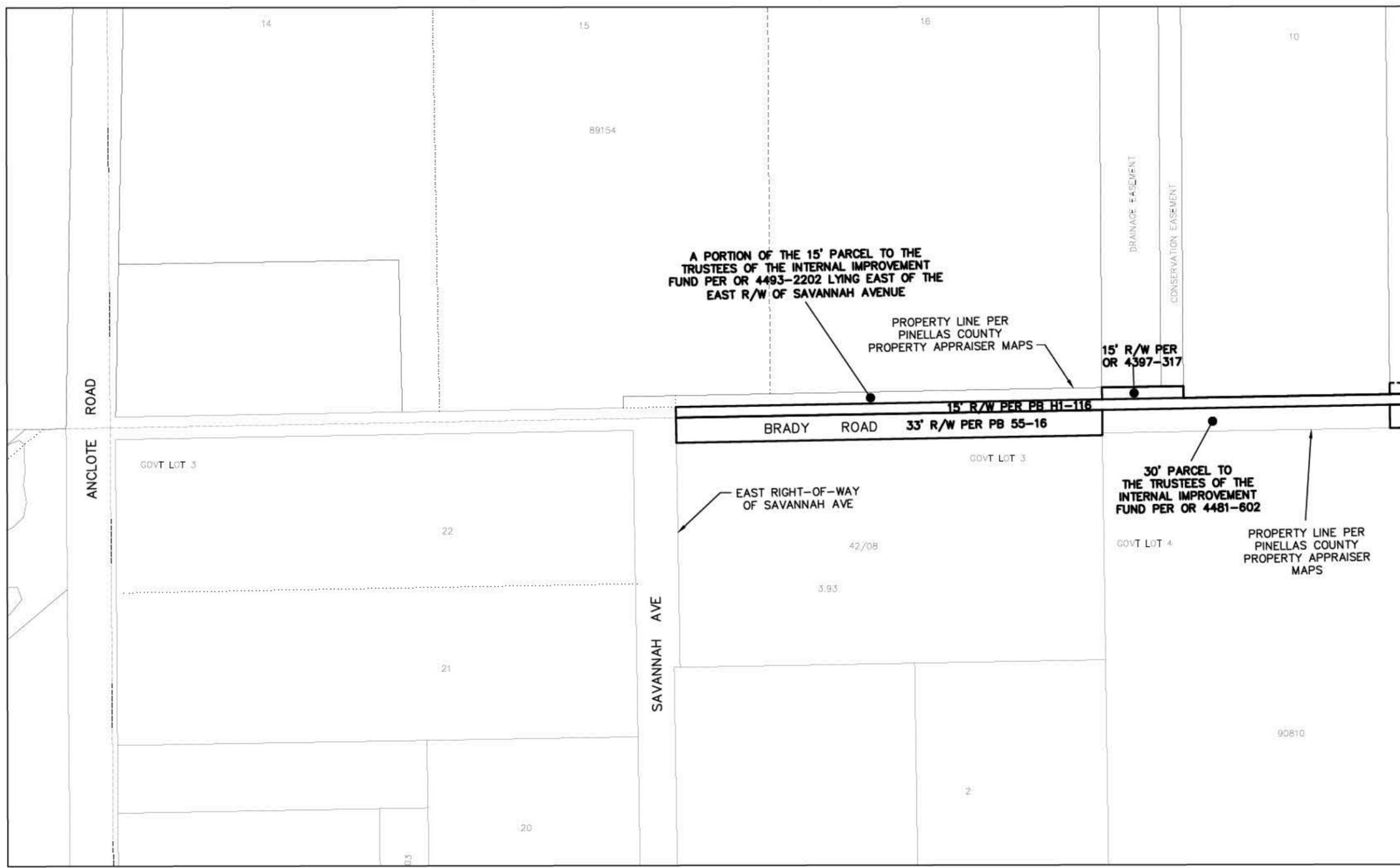
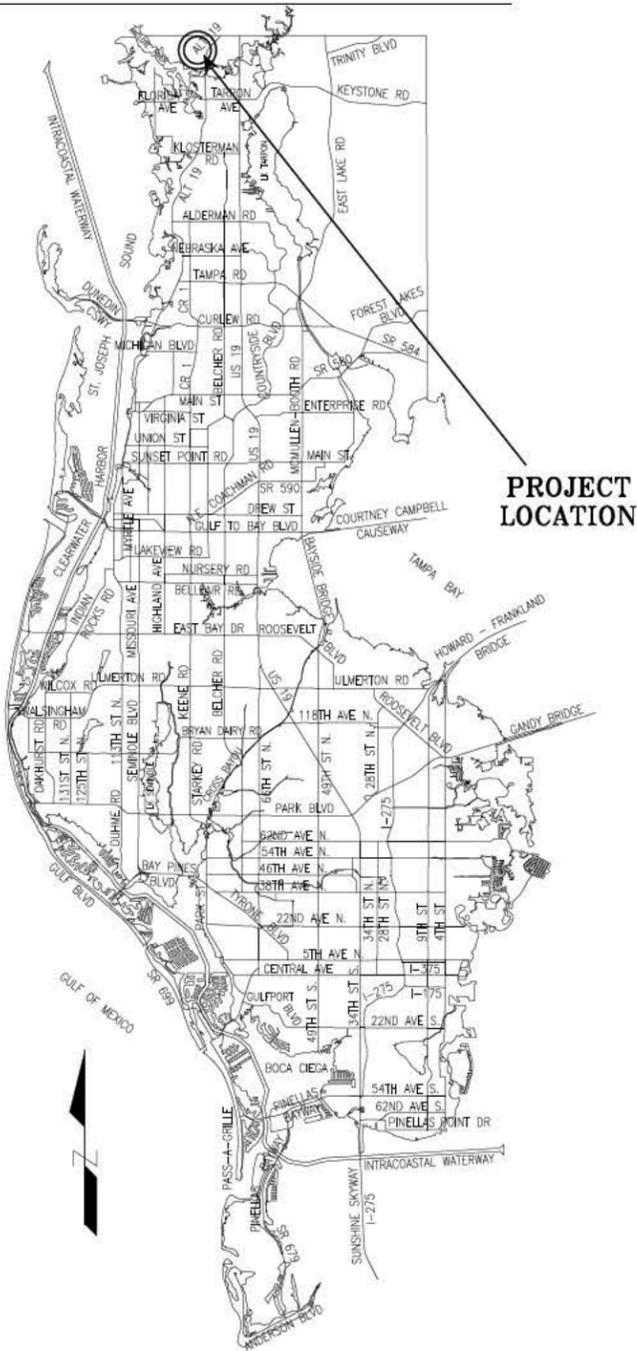
PINELLAS COUNTY, FLORIDA
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
2221 U.S. HWY. 19 NORTH
CLEARWATER, FLORIDA 33765-2347
PHONE (727) 464-8904

EXHIBIT B-1
MAP DATE: 6/18/2020

SURVEY FILE NO.: 2011_00033
PID.: 001851B
t2011_00033_DIXIE HIGHWAY.dwg
SHEET: 1 of 1 TS-4

PINELLAS COUNTY MAP

SECTION 2, TOWNSHIP 27 SOUTH, RANGE 15 EAST



A PORTION OF THE 15' PARCEL TO THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND PER OR 4493-2202 LYING EAST OF THE EAST R/W OF SAVANNAH AVENUE

PROPERTY LINE PER PINELLAS COUNTY PROPERTY APPRAISER MAPS

15' R/W PER OR 4397-317

15' R/W PER PB H1-116

BRADY ROAD 33' R/W PER PB 55-16

EAST RIGHT-OF-WAY OF SAVANNAH AVE

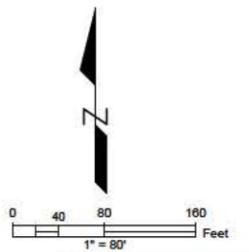
30' PARCEL TO THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND PER OR 4481-802

PROPERTY LINE PER PINELLAS COUNTY PROPERTY APPRAISER MAPS

MATCH LINE SEE SHEET 3

SEE SHEET 2 OF 4 FOR TABLE OF ROAD SEGMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF TARPON SPRINGS, FLORIDA

This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.29 (2020) 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 Tarpon Springs, Pinellas County, Florida.



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			TECHNICIAN . . .
			CHECKED . . .
			DESIGN SECTION
			DESIGNED . . .
			DRAWN . . .
			CHECKED . . .

City of TARPON SPRINGS
L & R INDUSTRIAL BLVD
& BRADY ROAD

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

PINELLAS COUNTY, FLORIDA
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HWY. 19 NORTH
CLEARWATER, FLORIDA 33765-2347
PHONE (727) 464-8904

EXHIBIT B-2
MAP DATE: 4/26/2021

SURVEY FILE NO.: 2011_00033	
PID.: 001851B	
2011_00033_L&R INDUSTRIAL.dwg	
SHEET: 1 of 4	TS-6

MATCH LINE SEE SHEET 3

ROAD SEGMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF TARPON SPRINGS, FLORIDA

Road Name	From	To	Centerline Miles	Plat Name or Document Type	Book and Page
L & R Industrial Blvd	Anclote Rd	Anclote Blvd	0.63	Road Petition	BCC 19-586
				Tampa & Tarpon Springs Land Co	PB H1-116
				R/W per OR 5146-781, less the southerly 33'	OR 5146-781
				Deed	OR 5146-780
				Deed	OR 5146-783
				Deed	OR 5146-784
Brady Rd	Savannah Ave	L & R Industrial Blvd	0.36	Tampa & Tarpon Springs Land Co	PB H1-116
				River Bend Village	PB 144-42
				Brady Sub.	PB 55-16
				Deed	OR 4397-317
Total			0.99		

NOTE: The table above is a list of the supporting right-of-way instruments that were found. The extents of the transfer are depicted with bold continuous and bold dashed line types on the map.

Pinellas County's rights in the entire width of petitioned right-of-way may be unknown. The City shall be responsible for determining the rights obtained by virtue of the petition and subsequently obtained by the City by virtue of this transfer.

Together with interests of Pinellas County, if any, within parcels conveyed to the City of Tarpon Springs described in the following instruments: OR 16432-2578 and OR 18022-1403.

Together with interests of Pinellas County, if any, within parcel conveyed to the Trustees of the Internal Improvement Fund described in OR 4481-602.

Together with interests of Pinellas County, if any, within that portion of the parcel conveyed to the Trustees of the Internal Improvement Fund described in OR 4493-2202 lying east of the East right-of-way of Savannah Avenue.

EASEMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF TARPON SPRINGS, FLORIDA

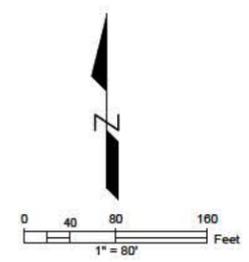
- R/W, Sidewalk, Drainage and Utility Easement per OR 20793-1128 - To be transferred via separate instrument.

LEGEND

PB	Plat Book	R/W	Right-of-way
PB H	Plat Book recorded prior to 1912	RP	Road Petition
OR	Official Record	TWP	Township
DB	Deed Book	(P)	Plat
SUB	Subdivision	BCC	Board of County Commissioners Minutes Book
RNG	Range		

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

NOTE 2:
The documentation establishing the right-of-way in this area was not found.



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REVISIONS	BY	DATE	SURVEY BOOK No.:
			SURVEY SECTION
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			DATE
			DESIGNED
			DRAWN
			CHECKED

City of TARPON SPRINGS
**L & R INDUSTRIAL BLVD
& BRADY ROAD**

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

PINELLAS COUNTY, FLORIDA
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HWY. 19 NORTH
CLEARWATER, FLORIDA 33765-2347
PHONE (727) 464-8904

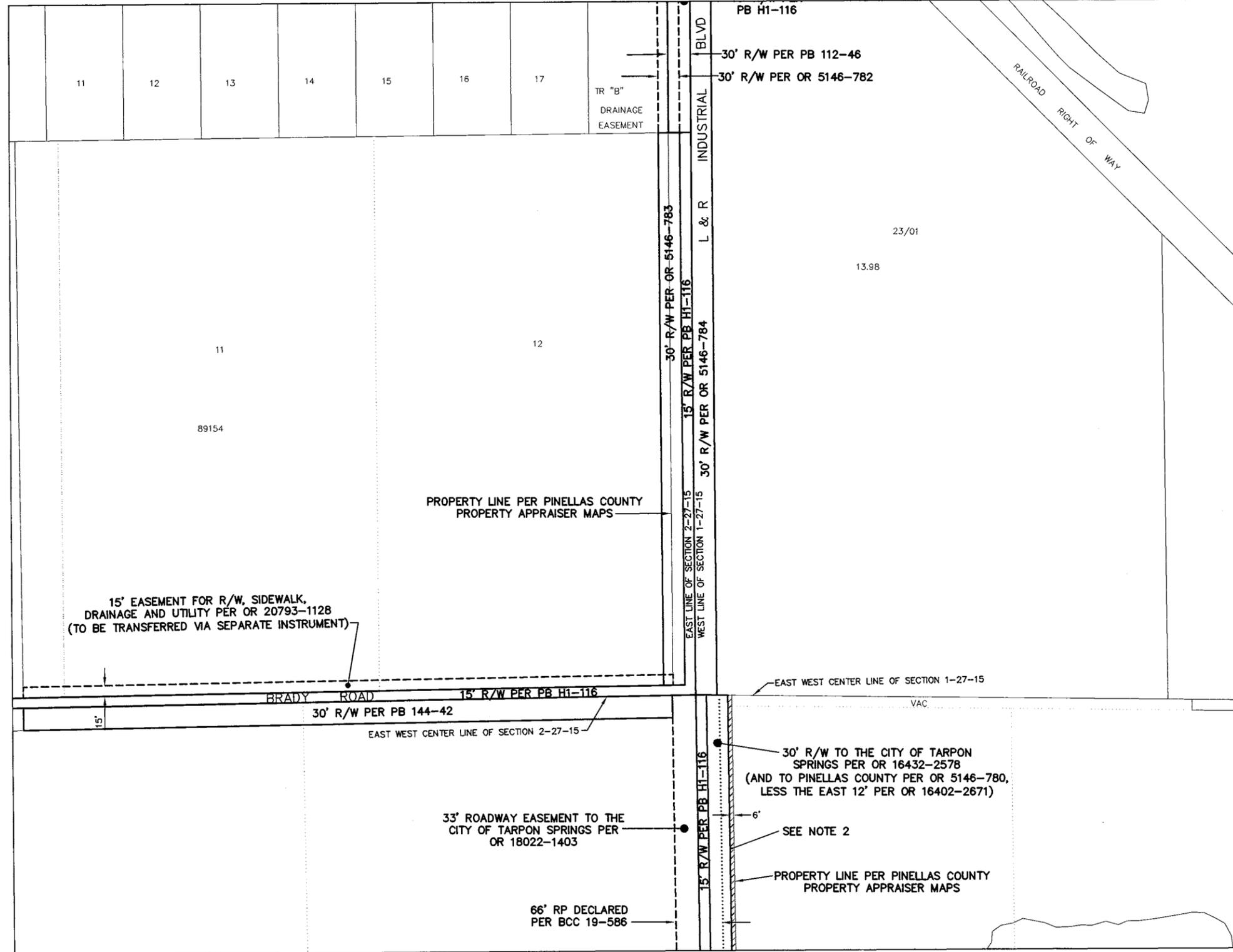
EXHIBIT B-2
MAP DATE: 4/26/2021

SURVEY FILE NO.: 2011_00033
PID.: 001851B
2011_00033_L&R INDUSTRIAL.dwg
SHEET: 2 of 4 TS-6

SEC 2, TWP 27 S, RNG 15 E

SEC 1, TWP 27 S, RNG 15 E

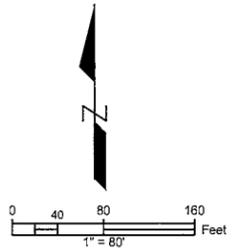
MATCH LINE SEE SHEET 4



NOTE 2:
The documentation establishing the right-of-way in this area was not found.

MATCH LINE SEE SHEET 1

MATCH LINE SEE SHEET 2



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REVISIONS	BY	DATE	SURVEY BOOK No.:	
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			TECHNICIAN	- . -
			CHECKED	- . -
			DESIGN SECTION	- . -
			DESIGNED	- . -
			DRAWN	- . -
			CHECKED	- . -

City of TARPON SPRINGS
L & R INDUSTRIAL BLVD
& BRADY ROAD

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

PINELLAS COUNTY, FLORIDA
PUBLIC WORKS

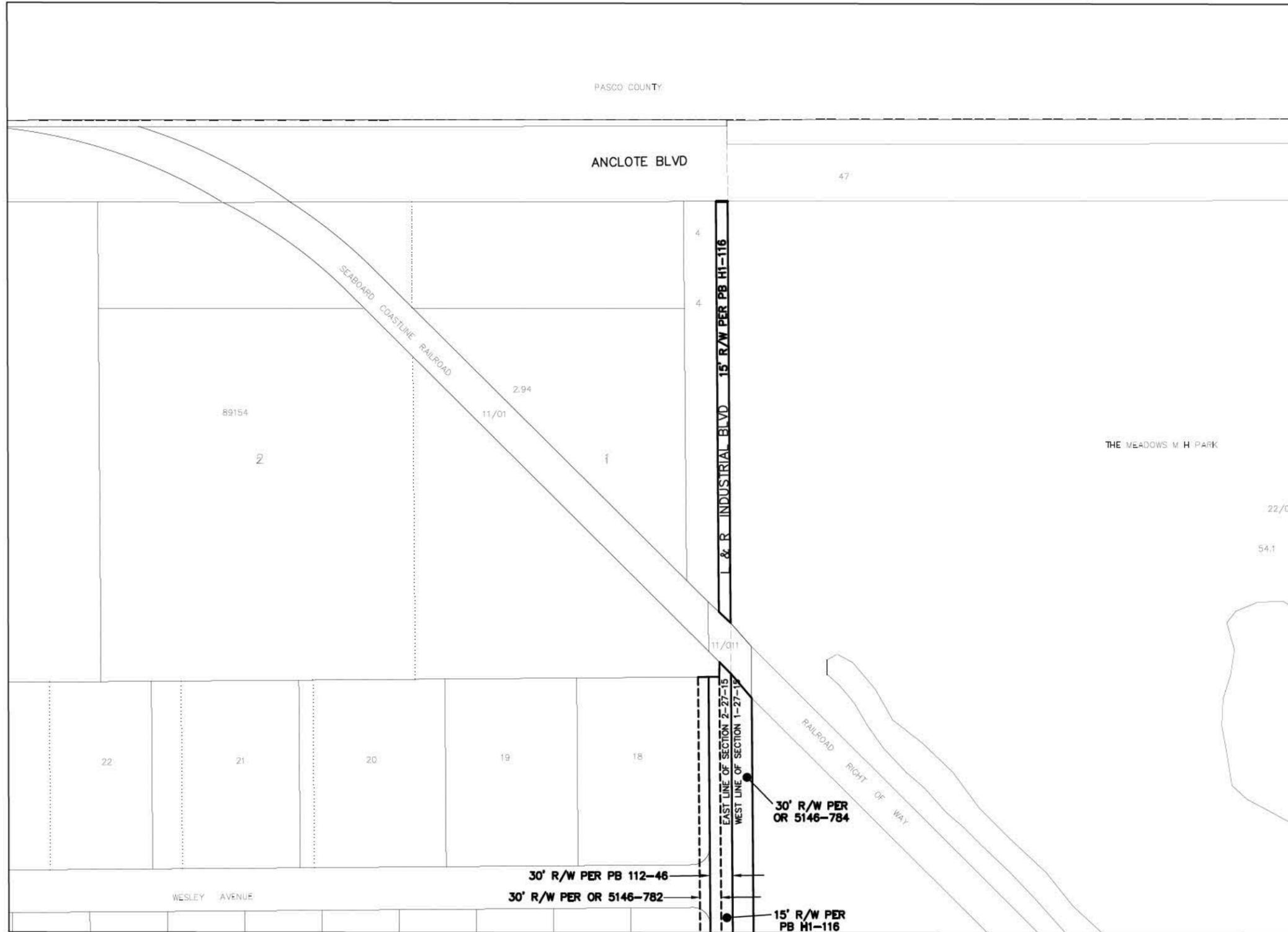
SURVEY AND MAPPING DIVISION
22211 U.S. HWY. 19 NORTH
CLEARWATER, FLORIDA 33765-2347
PHONE (727) 464-8904

EXHIBIT B-2
MAP DATE: 4/26/2021

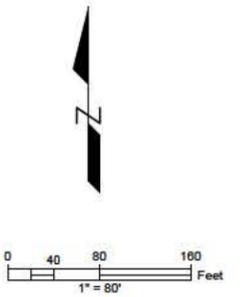
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PID.: 001851B
f2011_00033_L&R INDUSTRIAL.dwg
SHEET: 3 of 4 TS-6

SEC 2, TWP 27 S, RNG 15 E

SEC 1, TWP 27 S, RNG 15 E



MATCH LINE SEE SHEET 3



S:\Divisions\Survey\Survey\SFN Projects\sf2011\00033\Phase 2\Drawings\2011_00033_L&R INDUSTRIAL R1.dwg, Apr 26, 2021 - 8:38am

REVISIONS	BY	DATE	SURVEY BOOK No.:
			SURVEY SECTION BY DATE
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			TECHNICIAN . . .
			CHECKED . . .
			DESIGN SECTION
			DESIGNED . . .
			DRAWN . . .
			CHECKED . . .

City of *TARPON SPRINGS*
L & R INDUSTRIAL BLVD
& BRADY ROAD

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

PINELLAS COUNTY, FLORIDA
 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 2221 U.S. HWY. 19 NORTH
 CLEARWATER, FLORIDA 33765-2347
 PHONE (727) 464-8904

EXHIBIT B-2
 MAP DATE: 4/26/2021

SURVEY FILE NO.: 2011_00033
 PID.: 001851B
 2011_00033_L&R INDUSTRIAL.dwg
 SHEET: 4 of 4 TS-6

EXHIBIT C

ASSIGNMENT OF EASEMENT

**ASSIGNMENT OF EASEMENT AGREEMENT – 2
SHEETS ATTACHMENT 1 – 3 SHEETS**

Prepared by and return to:
Real Property Division
Attn: Cynthia M. Harris
509 East Ave. South
Clearwater, FL 33756

EXHIBIT "C" TO INTERLOCAL AGREEMENT ASSIGNMENT OF EASEMENT

This Assignment of Easement, made this _____ day of _____, 2021, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, Attention: Real Property Division, whose address is 509 East Avenue South, Clearwater, FL 33756, hereinafter referred to as "COUNTY" and the CITY OF TARPON SPRINGS, FLORIDA, a municipal corporation of the State of Florida, Attention: City Clerk, whose address is 324 E Pine Street, Tarpon Springs, Florida, 34689, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, a perpetual right-of-way easement was entered into on August 10, 2018, by and between MISTY ACRES, LLC, whose post office address is 1900 Richard Ervin Parkway, Tarpon Springs, FL, 34688 and COUNTY that did grant and convey unto COUNTY, a perpetual right-of-way easement, subsequently recorded in Official Records Book 20793, Pages 1128 through 1130, the nature and description of said easement is further described in the attached as "Attachment 1", hereinafter referred to as "Easement"; and

WHEREAS, COUNTY received a written request from CITY to maintain the portions encumbered by the Easement; and

WHEREAS, COUNTY desires to grant and transfer Easement to CITY.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The above recitals are true and correct and incorporated herein.
2. COUNTY does hereby grant and transfer Easement to CITY.
3. CITY hereby accepts the Easement transfer.
4. This transfer shall divest COUNTY of all legal rights, responsibilities, and obligations, to include operating and maintenance responsibilities, associated with its ownership interest of Easement.
5. CITY shall assume all legal rights, responsibilities, and obligations, to include operating and maintenance responsibilities, associated with its ownership interest of Easement.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESS:

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

Name: _____

By: _____
Dave Eggers, Chairman

Name: _____

Date: _____

APPROVED AS TO FORM
By: Anne M. Morris
Office of the County Attorney

ATTEST:

KEN BURKE
Clerk of the Circuit Court

By: _____
Deputy Clerk

COUNTER SIGNED:

CITY OF TARPON SPRINGS, FLORIDA
A municipal corporation of the State of Florida

By: _____
Chris Alahouzos, Mayor

By: _____
Mark LeCouris, City Manager

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Tomas J. Trask, City Attorney

By: _____
Irene S. Jacobs, City Clerk

Attachment 1

Project: Anclote Development Brady Road
Parcel No.: 02-27-15-89154-000-0110 (a portion of)
PID No.: 001851B
Prepared by and return to: Real Property Division
Attn: R. Lishefski
509 East Avenue South
Clearwater, FL 33756

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2019341813 10/23/2019 01:43 PM
OFF REC BK: 20743 PG: 1109-1111
DocType:EASEMENT

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, made this 10th day of August, 2018, between MISTY ACRES, LLC, whose post office address is 1900 Richard Ervin Parkway, Tarpon Springs, FL 34688, hereinafter referred to as GRANTOR, and 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

GRANTOR hereby warrants and covenants that (a) GRANTOR is the owner of the fee simple title to the property, in which the below described Easement is located, and that (b) GRANTOR has full rights and lawful authority to grant and convey this Easement to the GRANTEE.

That the said GRANTOR, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations to them in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the GRANTEE, and the GRANTEE's successors and assignees, a perpetual right-of-way easement over and across the following described property, together with reasonable access for the GRANTEE's employees and contractors to install, inspect, maintain and repair the GRANTEE's facilities and the right to authorize use of this Easement by other public and private utilities as needed to provide power, telecommunications and other utilities as deemed necessary.

Lands described in legal description attached as Exhibit "A" hereto and made a part hereof, hereinafter referred to as the "Easement."

The purpose of this Easement is for public roadway, sidewalk, drainage and utility purposes, together with any reasonable or necessary appurtenances thereto.

This document, originally recorded at OR Book 20743, Page 1109-1111, is being re-recorded to correct a scrivener's error in that the incorrect legal description was attached.

Attachment 1

IN WITNESS WHEREOF, the parties hereto have signed the day and year first written above.

SIGNED AND DELIVERED IN THE PRESENCE OF:

WITNESSES:

[Signature]
Print Name: JIM CHURCHILL

[Signature]
Print Name: PATRICK WILLISAN

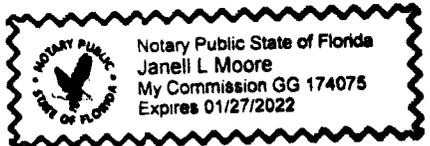
GRANTOR:

[Signature]
Print Name: Martha L. Camm
Title: Manager

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledge before me this 10 day of August, 2018, by Martha Camm. The individual is personally known to me or has produced a _____ Driver's License as identification.

NOTARY SEAL



NOTARY: [Signature]
Print Name: Janell Moore
Commission Number: GG-174075
My Commission Expires: 1/27/2022

COPY

PRECISION SURVEYING & MAPPING, INC.

SEC. 2, TWP. 27 S., RANG. 15 E.

GENERAL NOTES

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED BEARING OF NORTH 00°28'07" WEST, FOR EAST BOUNDARY LINE OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.

PROPOSED 15' RIGHT-OF-WAY

SKETCH OF

A PORTION OF LOTS 11, 12 AND THE EAST 99 FEET OF LOT 10 OF THE TAMPA TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 15 EAST AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGE 116 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

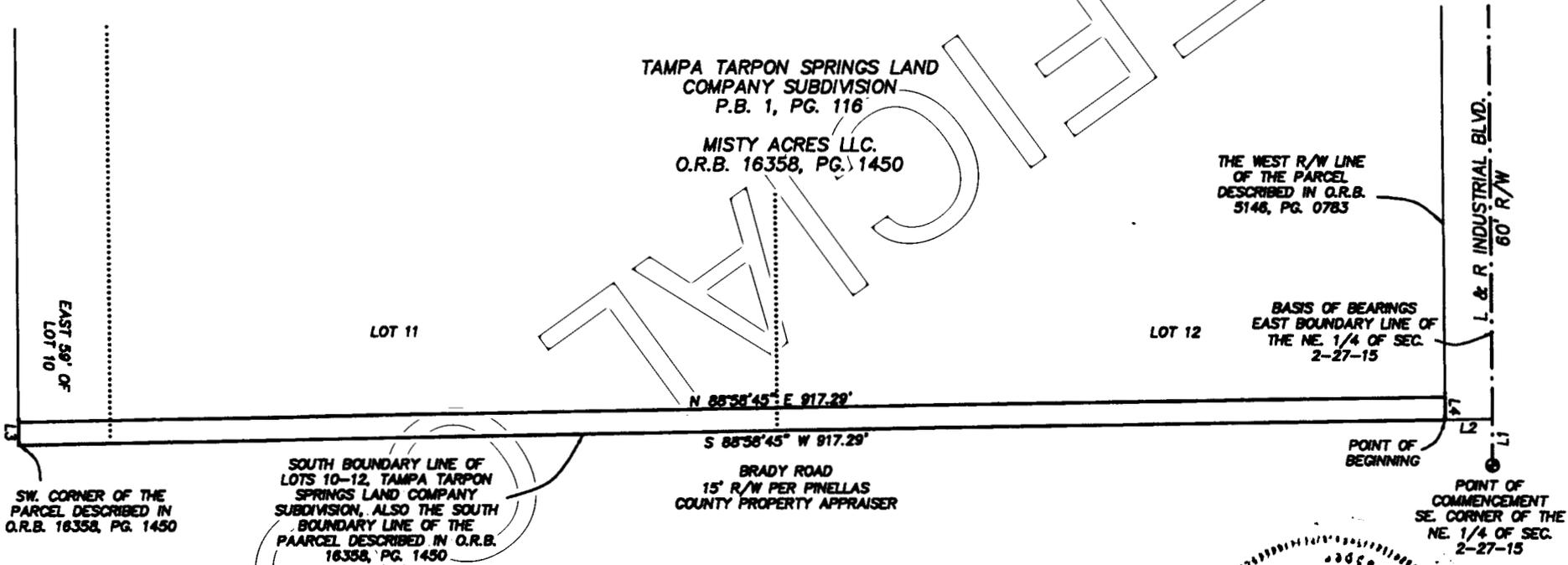
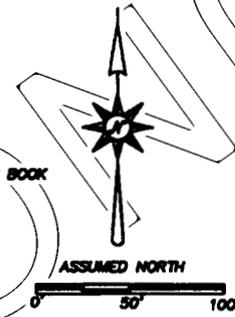
COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE ALONG THE EAST BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, NORTH 00°28'07" WEST, A DISTANCE OF 15.00; THENCE SOUTH 88°58'45" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH BOUNDARY LINE OF SAID LOT 12, THE SAME BEING THE SOUTH BOUNDARY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 16358, PAGE 1450 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH BOUNDARY LINE SOUTH 88°58'45" WEST, A DISTANCE OF 917.29 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WEST BOUNDARY LINE OF SAID PARCEL, NORTH 00°28'07" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 88°58'45" EAST, A DISTANCE OF 917.29 FEET TO THE EAST BOUNDARY LINE OF SAID PARCEL; THENCE ALONG SAID EAST BOUNDARY LINE SOUTH 00°28'07" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.32 ACRES MORE OR LESS.

(CLOSES 0.003' J.M.M.)

LEGEND

- PG. = PAGE
- RNG. = RANGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- P.B. = PLAT BOOK
- R/W = RIGHT-OF-WAY
- O.R.B. = OFFICIAL RECORDS BOOK



TAMPA TARPON SPRINGS LAND
COMPANY SUBDIVISION
P.B. 1, PG. 116

MISTY ACRES LLC.
O.R.B. 16358, PG. 1450

BRADY ROAD
15' R/W PER PINELLAS
COUNTY PROPERTY APPRAISER

THE WEST R/W LINE
OF THE PARCEL
DESCRIBED IN O.R.B.
5146, PG. 0783

BASIS OF BEARINGS
EAST BOUNDARY LINE OF
THE NE 1/4 OF SEC.
2-27-15

SW. CORNER OF THE
PARCEL DESCRIBED IN
O.R.B. 16358, PG. 1450

SOUTH BOUNDARY LINE OF
LOTS 10-12, TAMPA TARPON
SPRINGS LAND COMPANY
SUBDIVISION, ALSO THE SOUTH
BOUNDARY LINE OF THE
PARCEL DESCRIBED IN O.R.B.
16358, PG. 1450

LINE	BEARING	DISTANCE
L1	N 00°28'07" W	15.00
L2	S 88°58'45" W	30.00
L3	N 00°28'07" W	15.00
L4	S 00°28'07" E	15.00

Reviewed by: GP
Date: 6-15-18
SFN # 1332-435

WORK ORDER NO: 180030
FOR: PIONEER DEVELOPERS OF AMERICA, INC.
DATE OF SKETCH: APRIL 9, 2018

REVISED MAY 30, 2018 TO SHOW WEST R/W LINE DESCRIPTION.

PRECISION SURVEYING & MAPPING, INC.
CERTIFICATE OF AUTHORIZATION NO. LB-8734
7710 MASSACHUSETTS AVENUE
NEW PORT RICHEY, FLORIDA 38853
727-881-8814

DATE: 6-11-18

PROFESSIONAL SURVEYOR AND MAPPER NO. 4462
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.