

This Instrument Prepared By:
Sue Jones
Action No. 43049
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
MODIFICATION TO REFLECT AS-BUILT SURVEY

EASEMENT NO. 41976
BOT FILE NO. 520240543

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 City of Clearwater, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across sovereignty submerged 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 Sections 08, 16 and 17,
Township 29 South, Range 15 East, in Clearwater Harbor,
Pinellas County, Florida, containing 46,736 square feet
as is more particularly described and shown on Attachment A,
dated November 3, 2016 and August 6, 2019.

TO HAVE THE USE OF the hereinabove described premises from April 10, 2020, the effective date of this modified easement, through February 20, 2042, the expiration date of this modified easement. The terms and conditions on and for which this modified easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for a subaqueous potable water main, force main or reclaimed water main. Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection De Minimis Exemption No. 52-0347018-001-EE, dated September 22, 2016, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: 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.

[45]

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: 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. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: 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. RIGHT TO INSPECT: 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. LIABILITY/INVESTIGATION OF ALL CLAIMS: 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. ASSIGNMENT OF EASEMENT: 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:

City of Clearwater
100 South Myrtle Avenue
Clearwater, Florida 33756

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. TAXES AND ASSESSMENTS: 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. ENFORCEMENT OF PROVISIONS: 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. AMENDMENT/MODIFICATIONS: 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. USACE AUTHORIZATION: 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. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), 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.

IN WITNESS WHEREOF, the Grantee and the Grantor have executed this instrument on the day and year first above written.

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

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.

Original Signature

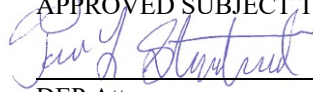
"GRANTOR"

Print/Type Name of Witness

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, 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. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



DEP Attorney

12/28/2020

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

City of Clearwater, Florida (SEAL)

Original Signature

BY: _____

Original Signature of Executing Authority

Typed/Printed Name of Witness

Frank Hibbard

Typed/Printed Name of Executing Authority

Original Signature

Mayor

Title of Executing Authority

Typed/Printed Name of Witness

“GRANTEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20____, by Frank Hibbard as Mayor, for and on behalf of City of Clearwater, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

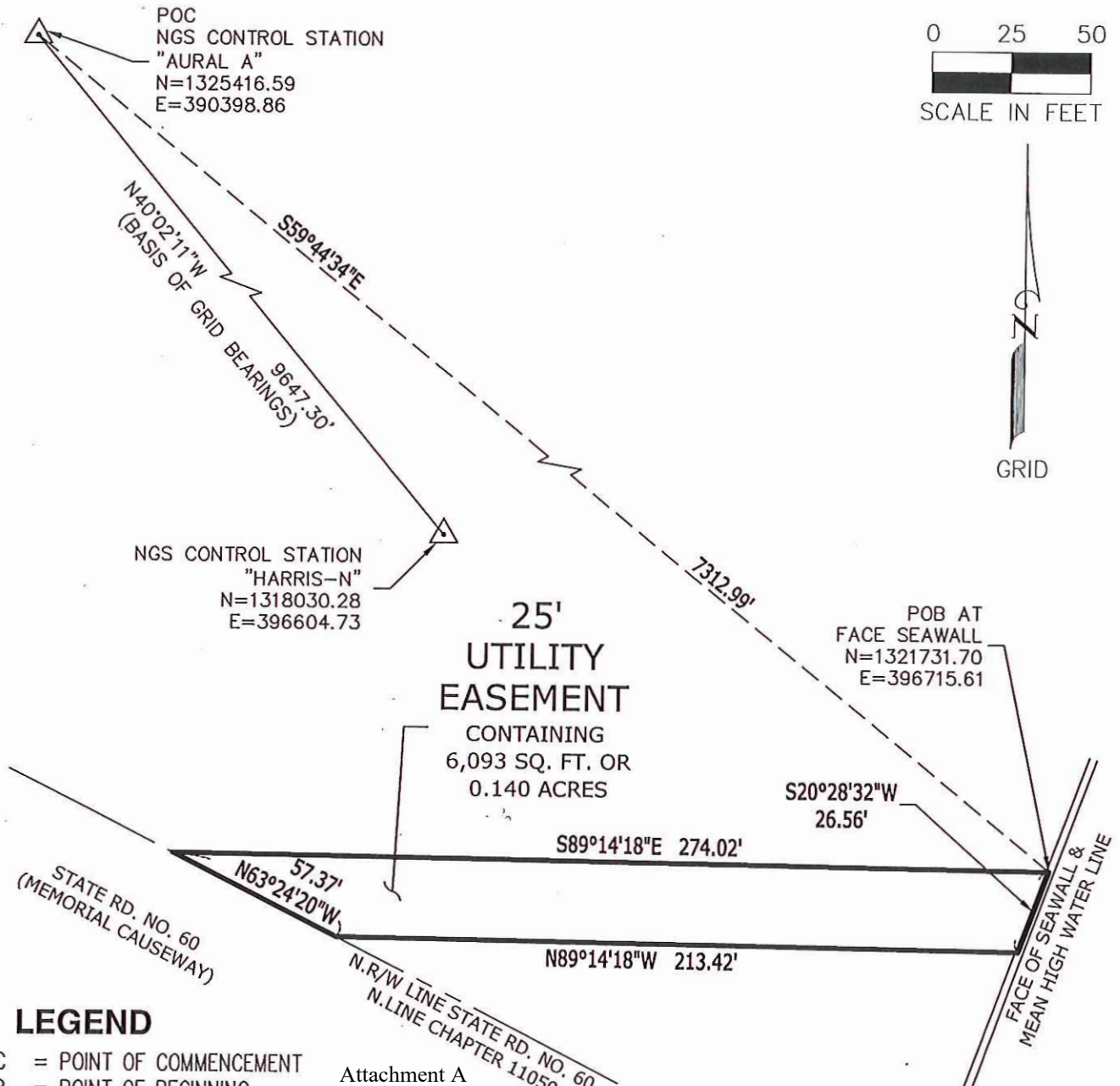
Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

THIS IS NOT A SURVEY SECTION 16, TOWNSHIP 29 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



LEGEND

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
R/W = RIGHT-OF-WAY
NGS = NATIONAL GEODETIC SURVEY

Attachment A
Page 6 of 10 Pages
Easement No. 41976
BOT file No. 520240543

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

CITY OF CLEARWATER

25' UTILITY EASEMENT

SCALE 1"=50'	DATE 10/25/16	JOB No. 2110-215-000		
DRAWN JEK	CHECKED DWM	SECTION 16	TOWNSHIP 29 S	RANGE 15 E

King
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the signature and the
original raised seal of a Florida licensed Surveyor and Mapper.

DAVID WILLIAM MCDANIEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS 5840
CERTIFICATE OF AUTHORIZATION No. LB 2610

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

25' UTILITY EASEMENT

A PARCEL OF SUBMERGED LAND, 25.00 FEET IN WIDTH, LYING WITHIN SECTION 16, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION "AURAL A" POINT HAVING A NORTHING OF 1325416.59 AND AN EASTING OF 390398.86, BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE), NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT (NAD 83/90), LYING N40°02'11"W (BEING THE BASIS OF GRID BEARING FOR THIS DESCRIPTION), A DISTANCE OF 9647.30 FEET FROM NATIONAL GEODETIC SURVEY CONTROL STATION "HARRIS N"; THENCE S59°44'34"E, A DISTANCE OF 7312.99 FEET TO A POINT LOCATED AT THE FACE OF A SEAWALL, SAME BEING TO THE APPARENT MEAN HIGH WATER LINE OF CLEARWATER BAY, SAME ALSO BEING TO THE POINT OF BEGINNING AND HAVING A NORTHING OF 1321731.70 AND AN EASTING OF 396715.61; THENCE S20°28'32"W, ALONG SAID FACE OF A SEAWALL, SAME BEING SAID APPARENT MEAN HIGH WATER LINE OF CLEARWATER BAY, A DISTANCE OF 26.56 FEET; THENCE LEAVING SAID FACE OF A SEAWALL, N89°14'18"W, A DISTANCE OF 213.42 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 60 (MEMORIAL CAUSEWAY) ACCORDING TO A FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY CONTROL SURVEY, STATE PROJECT NO. 15220-XXXX, WORK PROGRAM ITEM/SEGMENT: 257093, DATED 10/15/11, SAME BEING THE NORTH LINE OF THOSE SUBMERGED LANDS AS DESCRIBED IN CHAPTER 11050, LAWS OF FLORIDA 1925; THENCE N63°24'20"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 57.37 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, S89°14'18"E, A DISTANCE OF 274.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.140 ACRES OR 6093 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. GRID BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT (NAD 83/90). MORE SPECIFICALLY THE LINE BETWEEN "AURAL A" AND "HARRIS N" BEING NORTH40°02'11"W.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

SEE SHEET 1 OF 2 FOR SKETCH

CITY OF CLEARWATER

25' UTILITY EASEMENT

Attachment A
Page 7 of 10 Pages
Easement No. 41976
BOT File No. 520240543

King
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610

Q:\SURVEY\2110215\000\Production\Drawings\S&L 25 ESMTW SEAWALL-REV1.dwg, October 4, 2019 1:47 PM, King Engineering Associate Inc.

POC
NGS CONTROL STATION
"AURAL A"
N=1325416.59
E=390398.86

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PB = PLAT BOOK
CB = CONDOMINIUM PLAT BOOK
PG = PAGE
R/W = RIGHT-OF-WAY
NGS = NATIONAL GEODETIC SURVEY
N.T.S. = NOT TO SCALE
OA = OVERALL

N40°02'11"W
(BASIS OF GRID BEARINGS)

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NGS CONTROL STATION
  "HARRIS-N"
  N=1318030.28
  E=396604.73

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DETAIL "A"

N.T.S.

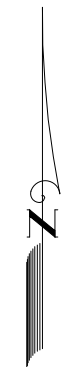
REVISÉ 8/06/2019

25'
UTILITY
EASEMENT
CONTAINING
40,643 SQ. FT. OR
0.933 ACRES

SEE SHEET 2 OF 3 FOR
LINE AND CURVE TABLES

BSM: Day Two

Attachment A
Page 8 of 10 Pages **DATE: 10/9/2019**
Easement No. 41976
BOT File No. 520240543



GRID

CITY OF CLEARWATER

SEE SHEET 2 OF 3 FOR SKETCH

25' UTILITY EASEMENT

SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION

SCALE 1"=200'	DATE 10/31/16	JOB No. 2110-215-000		
DRAWN JEK	CHECKED DWM	SECTIONS 8 & 17	TOWNSHIP 29 S	RANGE 15 E

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the original signature
and seal of a Florida licensed Surveyor and Mapper.

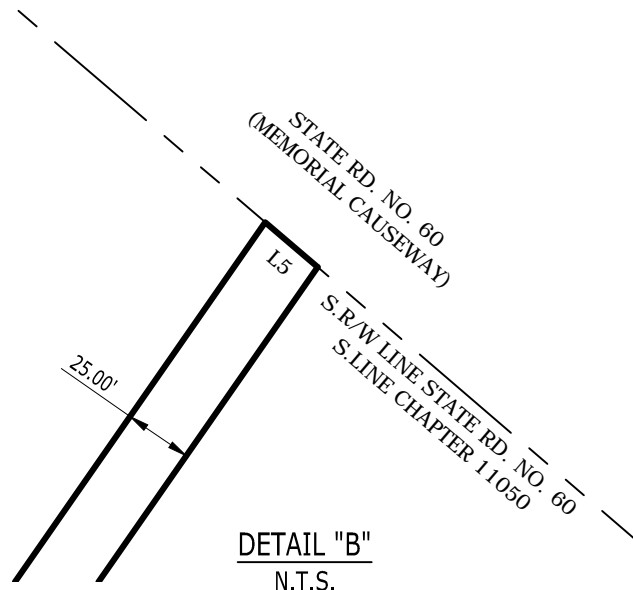
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4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610

GREG BAKSIS
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.6956
CERTIFICATE OF AUTHORIZATION No. LB 2610

THIS IS NOT A SURVEY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N10°50'32"E	45.86'
L2	N21°42'49"E	158.75'
L3	N34°40'02"E	422.71'
L4	N34°49'30"E	784.89'
L5	N49°24'35"W	25.13'
L6	S34°49'30"W	787.49'
L7	S34°40'02"W	422.71'
L8	S21°42'49"W	158.75'
L9	S10°50'32"W	54.43'
L10	N81°55'19"E	26.43'



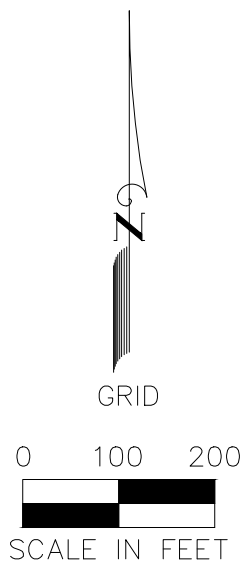
BSM: *May 15*

DATE: 10/9/2019

LEGEND

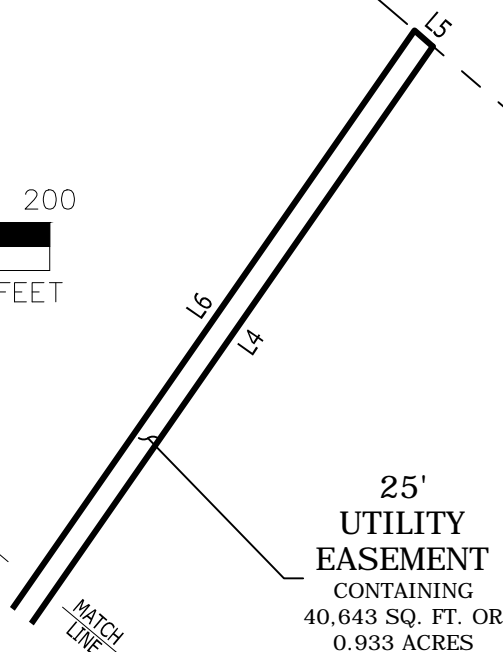
POC = POINT OF COMMENCEMENT
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 PB = PLAT BOOK
 CB = CONDOMINIUM PLAT BOOK
 PG = PAGE
 R/W = RIGHT-OF-WAY
 NGS = NATIONAL GEODETIC SURVEY
 N.T.S. = NOT TO SCALE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	92.50'	487.50'	10°52'17"	N16°16'41"E	92.36'
C2	110.22'	487.50'	12°57'13"	N28°11'26"E	109.98'
C3	115.87'	512.50'	12°57'13"	S28°11'26"W	115.62'
C4	97.24'	512.50'	10°52'17"	S16°16'41"W	97.10'



SEE DETAIL "B"
(ABOVE)

SEE SHEET 2
SEE SHEET 1



CITY OF CLEARWATER

SEE SHEET 1 OF 3 FOR SKETCH

25' UTILITY EASEMENT

SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION

Attachment A
 Page 9 of 10 Pages
 Easement No. 41976
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 Phone 813 880-8881
 Fax 813 880-8882
 www.kingengineering.com
 LB2610

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF SOVEREIGNTY SUBMERGED LAND, 25.00 FEET IN WIDTH, LYING WITHIN SECTIONS 8 AND 17, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION "AURAL A" POINT HAVING A NORTHING OF 1325416.59 AND AN EASTING OF 390398.86, BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE), NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT (NAD 83/90), LYING N40°02'11"W (BEING THE BASIS OF GRID BEARING FOR THIS DESCRIPTION), A DISTANCE OF 9647.30 FEET FROM NATIONAL GEODETIC SURVEY CONTROL STATION "HARRIS N"; THENCE S17°48'22"E, A DISTANCE OF 3791.85 FEET TO A POINT LOCATED ON THE NORTH LINE OF LOT 16 AND THE SEAWALL LINE, BAYSIDE SUBDIVISION NO.6, UNIT C, BLOCK D, AS RECORDED IN PLAT BOOK 55, PAGE 19, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAME BEING THE MEAN HIGH WATER LINE OF CLEARWATER BAY, SAME ALSO BEING THE POINT OF BEGINNING AND HAVING A NORTHING OF 1321806.38 AND AN EASTING OF 391558.40; THENCE N81°55'19" E, ALONG THE NORTH LINE OF SAID LOT 16, A DISTANCE OF 1.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 16, SAME BEING THE NORTHWEST CORNER OF CONDOMINIUM UNITS OF CLEARWATER POINT NO. 3; THENCE CONTINUE N81°55'19"E, ALONG THE NORTH LINE OF SAID CONDOMINIUM UNITS OF CLEARWATER POINT NO. 3, A DISTANCE OF 25.29 FEET; THENCE LEAVING SAID NORTH LINE, NORTH 10°50'32" EAST, A DISTANCE OF 45.86 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 92.50 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 487.50 FEET, A CENTRAL ANGLE OF 10°52'17", AND A CHORD BEARING AND DISTANCE OF NORTH 16°16'41" EAST 92.36 FEET; THENCE NORTH 21°42'49" EAST, A DISTANCE OF 158.75 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 110.22 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 487.50 FEET, A CENTRAL ANGLE OF 12°57'13", AND A CHORD BEARING AND DISTANCE OF NORTH 28°11'26" EAST 109.98 FEET; THENCE NORTH 34°40'02" EAST, A DISTANCE OF 422.71 FEET; THENCE NORTH 34°49'30" EAST, A DISTANCE OF 784.89 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 60 (MEMORIAL CAUSEWAY) ACCORDING TO A FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY CONTROL SURVEY, STATE PROJECT NO. 15220-XXXX, WORK PROGRAM ITEM/SEGMENT: 257093 1, DATED 10/15/11, SAME BEING THE SOUTH LINE OF THOSE SOVEREIGNTY SUBMERGED LANDS AS DESCRIBED IN CHAPTER 11050, LAWS OF FLORIDA 1925; THENCE N49°24'35"W, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 25.13 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 34°49'30" WEST, A DISTANCE OF 787.49 FEET; THENCE SOUTH 34°40'02" WEST, A DISTANCE OF 422.71 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 115.87 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 512.50 FEET, A CENTRAL ANGLE OF 12°57'13", AND A CHORD BEARING AND DISTANCE OF SOUTH 28°11'26" WEST 115.62 FEET; THENCE SOUTH 21°42'49" WEST, A DISTANCE OF 158.75 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 97.24 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 512.50 FEET, A CENTRAL ANGLE OF 10°52'17", AND A CHORD BEARING AND DISTANCE OF SOUTH 16°16'41" WEST 97.10 FEET; THENCE SOUTH 10°50'32" WEST, A DISTANCE OF 54.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.933 ACRES OR 40,643 SQUARE FEET MORE OR LESS.

BSM: *Mary Lew*

DATE: 10/9/2019

SURVEYOR'S NOTES:

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2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
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5. DISTANCES SHOWN HEREON ARE IN US FEET.

CITY OF CLEARWATER

SEE SHEET 1 OF 3 FOR SKETCH

25' UTILITY EASEMENT

SEE SHEET 2 OF 3 FOR SKETCH

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