



## Staff Report

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**File #:** 15-501, **Version:** 1

**Agenda Date:** 11/10/2015

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**Subject:**

Resolution declaring a portion of County-owned land as surplus and authorizing the sale of the property.

**Recommended Action:**

Adoption of a resolution declaring a portion of County-owned land surplus and authorizing the sale of the property, establishing a sale price of \$13,162.00.

Authorization for the Chairman to execute and the Clerk to attest the contract for sale and purchase and the County deed and authorize the Clerk to record the resolution in the public records of Pinellas County.

**Strategic Plan:**

Deliver First Class Services to the Public and our Customers

5.3 Ensure effective and efficient delivery of county services and support

**Summary:**

County departments were queried and have no objection to declaring the parcel surplus. Additionally, appropriate staff members and the Florida Department of Transportation reviewed the subject area and determined the sale would not have an adverse effect on the remaining right-of-way, or affect the ownership and right of convenient access of persons owning other parts of the subdivision.

An appraisal performed by County staff dated June 15, 2015, determined the value of this property to be \$13,162.00. This appraisal was performed in accordance with Florida Statutes §125.35, and Chapter 3.3.2, "Real Estate Procedures", as approved by the Board of County Commissioners (Board), which waives the requirements for independent appraisals on properties valued at less than \$100,000.00. This property abuts only one property owner. Pursuant to F.S. Statute 125.35(c)(2), when due to the size, shape, location, and value of the parcel, it is determined by the Board that the parcel is of use only to one or more adjacent property owners, the Board may effect a private sale of the parcel.

A full price Contract for the Sale and Purchase of the property was received.

**Background Information:**

On December 11, 1970 that part of Lots 6 to 11 inclusive, Block T and also a part of Canal Street was deeded to Pinellas County for public road right-of-way.

**Fiscal Impact:**

The County will receive \$12,812.00 in revenue for the sale of this property, having collected a

\$350.00 deposit prior to the sale.

Returning the property to private ownership will improve the tax base and provide increased future tax

**Staff Member Responsible:**

Andrew W. Pupke, Director, Real Estate Management  
Pick Talley, Assistant County Administrator

**Partners:**

N/A

RESOLUTION NO.: \_\_\_\_\_

RESOLUTION DECLARING A PORTION OF COUNTY-OWNED PROPERTY AS SURPLUS AND AUTHORIZING THE SALE OF THE PROPERTY IN ACCORDANCE WITH FLORIDA LAW; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section §125.35, Florida Statutes, Pinellas County (the County) can determine that County-owned property is no longer needed for County purposes and declare said property surplus; and

WHEREAS, the County has no current or foreseeable future use for the subject property described in Exhibit "A" attached hereto; and

WHEREAS, the Property was valued at, \$13,162.00 by a staff appraisal; and

WHEREAS, the adjacent property owner desires to purchase the Property at full price; and

WHEREAS, the Property was determined to be of insufficient size and shape to allow any structure; and

WHEREAS, given the lack of County need, this Board has determined that it is in the best interest of the County to return this Property including all mineral rights that are, or may be in, on, or under the land, to the tax rolls; and

WHEREAS, the proceeds from this sale will be deposited to the General Fund.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS of Pinellas County, Florida, in regular session duly assembled on this 10th day of November 2015, that this Board declares the Property surplus, grants authorization to conduct the sale of same for the appraised value, execute the County Deed and authorize the Clerk to record the resolution in the Public Records of Pinellas County, Florida.

Commissioner \_\_\_\_\_ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner \_\_\_\_\_ and upon roll call, the vote was:

AYES:

NAYS:

ABSENT AND NOT VOTING:

APPROVED AS TO FORM

By: Michael A. Zas  
Office of the County Attorney

**CONTRACT REVIEW TRANSMITTAL SLIP**

**PROJECT: St. Anthony's Development Company, LLC**

**TYPE: Contract for Sale and Purchase of Surplus Property**

**Date: 9/15/2015 ESTIMATED EXPENDITURE/REVENUE:**

**\$13,162.00**

(Circle appropriate choice above.)

In accordance with the policy guide for Contract Administration, the attached documents are submitted for your review and suggested comments and/or changes.

- *To assist other reviewers in this process, please mark your comments and/or suggested changes directly upon the document itself in RED INK.*

Upon completion of your review, please complete the Contract Review Transmittal Slip below and call 464-3672 at so that it can be picked up and taken to the next Review Authority on the list.

<u>Review Authority</u>	<u>Review Date</u>	<u>Review Signature</u>	<u>Comments Included/Addressed Initial &amp; Date</u>
Real Property Div. (Sean Griffin)	<u>9/15/15</u>	<u>[Signature]</u>	_____
Real Est. Mgmt (Andrew Pupke)	<u>10/02/15</u>	<u>[Signature]</u>	_____
Public Works (Tom Farrand)	<u>5/22/2015</u>	<u>Approved in CATS</u>	_____
Legal (Michael Zas)	<u>9/16/15</u>	<u>[Signature]</u>	_____
County Admin. (Paul Sacco)	<u>10/12/15</u>	<u>[Signature]</u>	_____

Contract for Sale and Purchase  
County Deed  
Resolution  
Fact Sheet

Please return to Real Estate Management Department, Real Property Division by \_\_\_\_\_, 2015  
All inquiries should be made to CYNTHIA HARRIS at telephone extension 43773 or 4-3672.

## FACT SHEET

Owner: Pinellas County  
Parcel No.: 11/28/15/00000/310/0210

### VALUE:

1.	Appraised Value: Fee Simple	\$13,162.00
2.	Deposit	350.00
	Total Deductions	(\$350.00)
	Total of check due at closing	<b><u>\$12,812.00</u></b>

### PROPERTY DATA:

Zoning: SFR: Single Family/Duplex/Triplex  
Land Use: Right of Way

Parent Tract: 2.67 acres assessed at \$224,400

### APPRAISAL DATA:

County's Appraisal:

Appraisal Date : June 15, 2015

- Acquisition Area: 6,581sf valued at \$13,162.00 (\$2.00/sf) by a Comparable Market Analysis prepared by Sean P. Griffin, Manager, Real Property Division.

### COMMENTS:

- Deposit of \$350.00 paid

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

COUNTY DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by PINELLAS COUNTY, whose address is 509 East Avenue South, Clearwater, FL 33756, a political subdivision of the State of Florida, hereinafter referred to as “Grantor”, and ST. ANTHONY’S DEVELOPMENT COMPANY, LLC, whose address is 19950 W Country Club Drive, Suite 100, Aventura, Florida, 33180, hereinafter referred to as “Grantee.”

WITNESSETH

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has released, granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land lying and being in Pinellas County, Florida:

Lands described in Exhibit “A” attached hereto and by this reference made a part hereof, subject to any and all easements of record; and

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairman of said Board, the day and year first written above.

ATTEST: KEN BURKE  
Clerk of the Circuit Court

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

(Official Seal)

RECORDED  
PINELLAS CO. FLORIDA  
HAROLD HULLENDORF, CLERK

# This Indenture

OR 3449 PAGE 669

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one.

Made this 11<sup>th</sup> day of December A. D. 19 70  
Between JAMES B. HUTCHESON & MARGARET R. HUTCHESON, his wife

Pinellas and State of Florida, of the County of  
and PINELLAS COUNTY, a Political Subdivision party of the first part,  
of the State of Florida

~~and State of~~ ~~of the County of~~ party of the second part,  
Witnesseth, that the said party of the first part, for and in consideration of  
the sum of One Dollar and other good and valuable considerations ~~Delivered~~  
in hand paid by the said party of the second part, the receipt whereof is hereby acknow-  
ledged, has remised, released and quitclaimed, and by these presents does remise,  
release and quitclaim unto the said party of the second part all the right, title, interest  
claim and demand which the said party of the first part has 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:

That part of Lots 6 to 11 inclusive, Block T. and also  
a part of Canal Street, Grand Bay Subdivision as  
recorded in Plat Book 4, page 13 of the public records  
of Pinellas County, Florida; that lies within 70 feet  
easterly of the centerline of State Road 595 as shown  
on Map of Location and Survey filed in S.R.D. Map Book A,  
page 27, Public Records of Pinellas County, Florida.

As Public Road Right of Way

Prepared by  
Paul Bumiller  
616 Haven Street  
Clearwater, Florida 33510

To Have and to Hold the same, together with all and singular the  
appurtenances thereunto belonging or in anywise appertaining, and all the estate,  
right, title, interest and claim whatsoever of the said party of the first part, either in  
law or equity, to the only proper use, benefit and behoof of the said party of the second  
part.

In Witness Whereof, the said party of the first part has hereunto set his  
hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Margaret R. Hutcherson

Margaret R. Hutcherson

James B. Hutcherson

James B. Hutcherson

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,

James B. Hutcherson & Margaret R. Hutcherson

to me well known to be the person described in and who executed the foregoing  
instrument and that they acknowledged before me that they  
executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Clearwater  
County of Pinellas and State of Florida, this 11<sup>th</sup>  
day of December A. D. 19 70

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR. 29, 1974  
BONDED THRU FRED W. DIESTELHORST

Notary Public  
Mrs. Constance M. Ramirez

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
COMPTROLLER  
DEC 18 1970  
PR 10651  
00.30

5 0 6 5 4  
PINELLAS COUNTY

DOCUMENTARY SUR TAX  
00.55  
DEC 18 1970  
PR 10651

FLORIDA  
DEC 18 1970  
PR 10651

5 0 6 5 4  
ALNR60  
5 0 6 5 4

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

## CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT, made on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, and entered into by and between ST. ANTHONY'S DEVELOPMENT COMPANY, LLC, whose address is 19950 W Country Club Drive, Suite 100, Aventura, Florida, 33180, hereinafter referred to as "BUYER" and PINELLAS COUNTY, Attention: Department of Real Estate Management, Real Property Division, whose address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as "SELLER."

### WITNESSETH

1. DESCRIPTION OF PROPERTY: The legal description for the Property located at US Alt 19 and Jeter Street, Pinellas County, 34683, Florida, is as follows:

Attached as Exhibit "A" hereto and made a part hereof, together with all development rights, easements, riparian and littoral rights, hereinafter referred to as the "Property."

2. PURCHASE PRICE: SELLER agrees to sell the Property, and in consideration of the purchase price, BUYER agrees to buy the Property at the price of Thirteen Thousand One Hundred Sixty Two Dollars and 00/100 (\$13,162.00). BUYER also agrees to pay applicable closing costs. Florida Statutes, Chapter 201.01, requires that the BUYER shall be responsible for payment of documentary stamp taxes at closing, based on the Property purchase price above.

3. DEPOSIT: SELLER and BUYER acknowledge and agree that the BUYER has made a bid deposit in the sum of Three Hundred and Fifty Dollars (\$350.00) with SELLER, which bid deposit will be applied, as a credit, to the PURCHASE PRICE at closing and constitutes the BUYER'S earnest money deposit herein ("Deposit"). The deposit amount shall not earn interest prior to the closing.

4. ACCEPTANCE; EFFECTIVE DATE: The date of Contract ("Effective Date") shall be the date when the contract is approved by the Board of County Commissioners.

5. CLOSING DATE: The "Closing Date" will occur on or before ninety (90) days from approval and acceptance by the Board of County Commissioners. The SELLER agrees to grant and convey Property to BUYER by County Deed.

6. CLOSING LOCATION AND DOCUMENTS: Closing will be held at the Real Property Division, 509 East Avenue South, Clearwater, Florida 33756, at a mutually

convenient date and time. Closing documents shall be available to the parties for review ten (10) days prior to closing, including the County Deed to be executed by SELLER.

7. CONTRACT NOT RECORDABLE: Neither this contract nor any notice thereof shall be recorded in the public records at the time of closing.

8. EXPENSES: BUYER will pay for State documentary stamps which are required to be affixed to the deed, and the cost of recording same, together with the cost of recording any corrective instruments, and such other expenses assigned to BUYER in this Contract.

9. ENVIRONMENTAL OBLIGATIONS: The SELLER represents and warrants that to the best of their knowledge and belief, the Property is not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or hazardous waste, or to environmental conditions on, under or about the Property, including, but not limited to soil, groundwater or other conditions.

10. DISCLAIMER, REPRESENTATIONS AND WARRANTIES OF SELLER: SELLER and BUYER agree that the Property to be conveyed pursuant to this Contract is being purchased "as is," in its condition as of the Effective Date of this Contract. SELLER makes no warranties or representations of any kind or nature concerning the condition of the Property, including any structures or improvements thereon, the development rights available for the Property, the zoning or land use designation for the Property, the suitability of the Property for BUYER'S intended use, or the subsurface soil conditions, except as otherwise set out herein.

11. FISCAL FUNDING: In the event that funds are not appropriated by the SELLER in any succeeding fiscal year for purposes described herein, then this contract shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty to the SELLER.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

SIGNED AND DELIVERED  
IN THE PRESENCE OF:

ST. ANTHONY'S DEVELOPMENT COMPANY, LLC

WITNESSES:

By: \_\_\_\_\_

VINCENT H. GEPP  
MANAGING PARTNER

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ He/she is personally known to me or has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY  
SEAL

My Commission Expires: \_\_\_\_\_

NOTARY \_\_\_\_\_

Print Name \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_

# LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY

EXHIBIT "A"

## LEGAL DESCRIPTION

A PARCEL OF LAND DEEDED AS PUBLIC ROAD RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 3449, PAGE 669, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 6 TO 11, INCLUSIVE, BLOCK T, AND ALSO A PART OF CANAL STREET, GRAND BAY SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 13, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THAT LIES WITHIN 70 FEET EASTERLY OF THE CENTERLINE OF STATE ROAD 595 AS SHOWN ON MAP OF LOCATION AND SURVEY FILED IN S.R.D. MAP BOOK A, PAGE 27, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 6,581 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

## PREPARED FOR

FRANKLIN ASSET GROUP, LP

Reviewed by: GH SB  
Date: 6-11-15  
SFN # 501-1482

**NOTE:** THE PLATTED LOT LINES (FOR LOTS 5 THROUGH 11, BLOCK T AND LOTS 3 THROUGH 11, BLOCK U) AND THE PLATTED RIGHT-OF-WAY LINES (FOR VACATED CANAL STREET) ARE SHOWN HEREON BASED ON THE EAST BOUNDARY OF BLOCK U AS SHOWN ON THE F.D.O.T. RIGHT-OF-WAY MAP. THE PLATTED LOT AND RIGHT-OF-WAY LINE'S LOCATION VARIES BASED ON THE PINELLAS COUNTY PROPERTY APPRAISER'S MAP (BEING 5 FEET FURTHER WEST THAN SHOWN) OR THE SUBDIVISION PLAT OF GRAND BAY, FLORIDA (BEING 25 FEET FURTHER EAST THAN SHOWN). SAID VARIATIONS IN THE PLATTED LOT AND RIGHT-OF-WAY LINES ARE NOT SHOWN HEREON.

**SHEET 1 OF 3**

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

*George A. Shimp III*

GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR & MAPPER No. 6137

JOB NUMBER: 140097C      DATE SURVEYED: N/A  
DRAWING FILE: 140097C.DWG      DATE DRAWN: 1-23-2015  
LAST REVISION: N/A      X REFERENCE: 140097



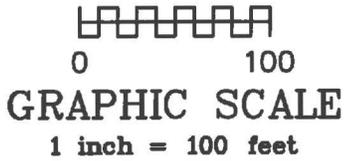
T.S.  
LB 1834

**GEORGE A. SHIMP II  
AND ASSOCIATES, INCORPORATED**

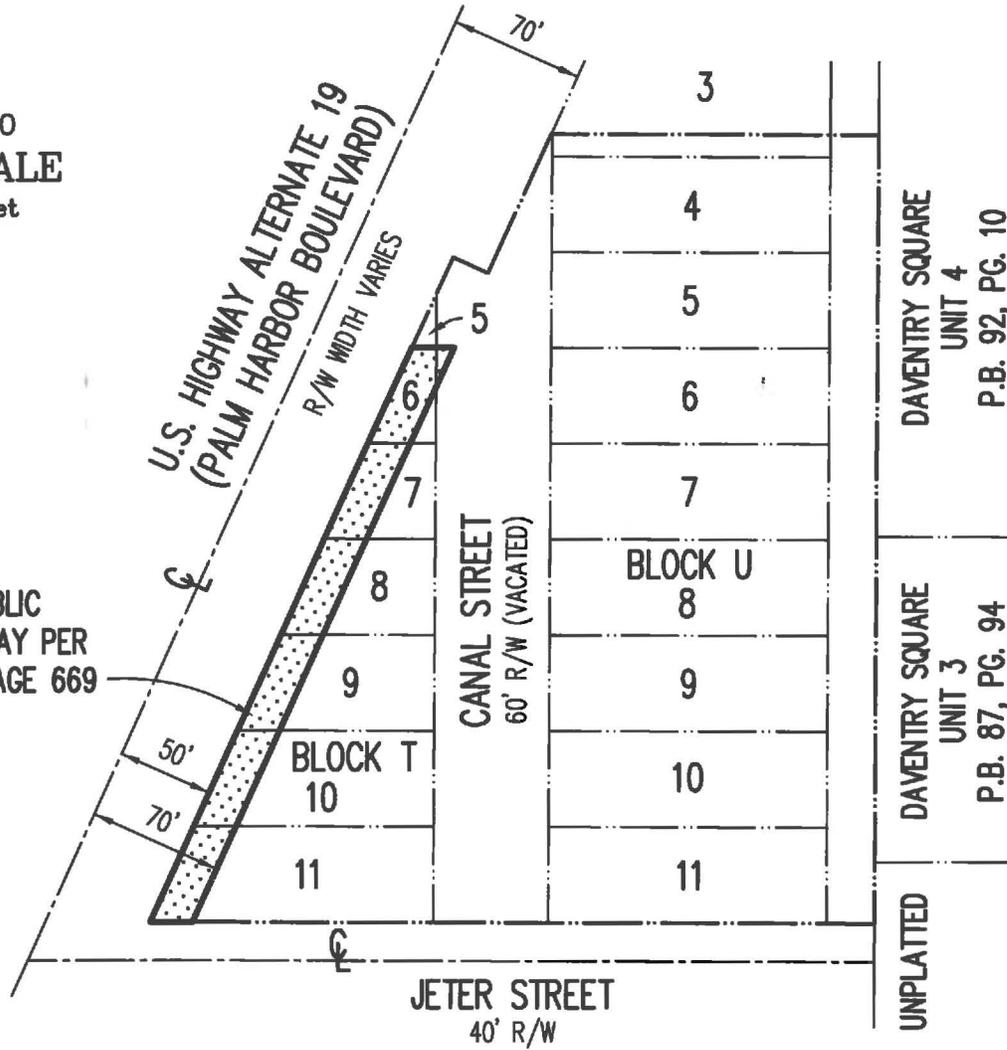
LAND SURVEYORS LAND PLANNERS  
3301 DeSOTO BOULEVARD, SUITE D  
PALM HARBOR, FLORIDA 34683

PHONE (727) 784-5496 FAX (727) 786-1256

**LEGAL DESCRIPTION and SKETCH**  
THIS IS NOT A SURVEY



DEEDED AS PUBLIC  
ROAD RIGHT-OF-WAY PER  
O.R. BOOK 3449, PAGE 669



**SHEET 2 OF 3**

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

*George A. Shimp III*

GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR & MAPPER No. 6137

JOB NUMBER: 140097C      DATE SURVEYED: N/A  
DRAWING FILE: 140097C.DWG      DATE DRAWN: 1-23-2015  
LAST REVISION: SEE SHEET 1      X REFERENCE: SEE SHEET 1



LB 1834

**GEORGE A. SHIMP III  
AND ASSOCIATES, INCORPORATED**

LAND SURVEYORS LAND PLANNERS  
3301 DeSOTO BOULEVARD, SUITE D  
PALM HARBOR, FLORIDA 34683

PHONE (727) 784-5496 FAX (727) 786-1256

# LEGAL DESCRIPTION and SKETCH

## THIS IS NOT A SURVEY

### ABBREVIATIONS

A = ARC LENGTH  
 A/C = AIR CONDITIONER  
 AF = ALUMINUM FENCE  
 ALUM = ALUMINUM  
 ASPH = ASPHALT  
 BFE = BASE FLOOD ELEVATION  
 BLDG = BUILDING  
 BLK = BLOCK  
 BM = BENCH MARK  
 BNDY = BOUNDARY  
 BRG = BEARING  
 BWF = BARBED WIRE FENCE  
 C = CALCULATED  
 CB = CHORD BEARING  
 CBS = CONCRETE BLOCK STRUCTURE  
 CHD = CHORD  
 CL = CENTERLINE  
 CLF = CHAIN LINK FENCE  
 CLOS = CLOSURE  
 COL = COLUMN  
 CONC = CONCRETE  
 CR = COUNTY ROAD  
 C/S = CONCRETE SLAB  
 COR = CORNER  
 COV = COVERED AREA  
 D = DEED  
 DOT = DEPARTMENT OF TRANSPORTATION  
 DRNG = DRAINAGE  
 D/W = DRIVEWAY  
 EL OR ELEV = ELEVATION  
 EOP = EDGE OF PAVEMENT  
 EOW = EDGE OF WATER  
 ESM'T = EASEMENT  
 FCM = FOUND CONCRETE MONUMENT  
 FES = FLARED END SECTION  
 FIP = FOUND IRON PIPE  
 FIR = FOUND IRON ROD  
 FL = FLOW LINE  
 FLD = FIELD  
 FND = FOUND  
 FOP = FOUND OPEN PIPE  
 FPC = FLORIDA POWER CORP.

FPP = FOUND PINCHED PIPE  
 FRM = FRAME  
 FZL = FLOOD ZONE LINE  
 GAR = GARAGE  
 G/E = GLASS ENCLOSURE  
 HWF = HOG WIRE FENCE  
 HWL = HIGH WATER LINE  
 INV = INVERT  
 LB = LAND SURVEYING BUSINESS  
 LFE = LOWEST FLOOR ELEV  
 LHSM = LOWEST HORIZONTAL SUPPORTING MEMBER  
 LS = LAND SURVEYOR  
 M = MEASURED  
 MAS = MASONRY  
 MES = MITERED END SECTION  
 MH = MANHOLE  
 MHWL = MEAN HIGH WATER LINE  
 MSL = MEAN SEA LEVEL  
 N&B = NAIL AND BOTTLE CAP  
 N&D = NAIL AND DISK  
 N&T = NAIL AND TAB  
 NGVD = NATIONAL GEODETIC VERTICAL DATUM  
 NO = NUMBER  
 O/A = OVERALL  
 OHW = OVERHEAD WIRE(S)  
 OR = OFFICIAL RECORDS  
 O/S = OFFSET  
 P = PLAT  
 PB = PLAT BOOK  
 PC = POINT OF CURVE  
 PCC = POINT OF COMPOUND CURVE  
 PCP = PERMANENT CONTROL POINT  
 PG = PAGE  
 PK = PARKER KALON  
 PL = PROPERTY LINE  
 POB = POINT OF BEGINNING  
 POC = POINT OF COMMENCEMENT  
 POL = POINT ON LINE  
 PP = POWER POLE  
 PRC = POINT OF REVERSE CURVATURE  
 PRM = PERMANENT REFERENCE MONUMENT

PROP = PROPERTY  
 PSM = PROFESSIONAL SURVEYOR & MAPPER  
 PT = POINT OF TANGENCY  
 PVM'T = PAVEMENT  
 RAD = RADIUS  
 R = RECORD  
 REF = REFERENCE  
 RES = RESIDENCE  
 RL = RADIAL LINE  
 RLS = REGISTERED LAND SURVEYOR  
 RND = ROUND  
 RNG = RANGE  
 RRS = RAIL ROAD SPIKE  
 R/W = RIGHT-OF-WAY  
 SCM = SET CONCRETE MONUMENT  
 S/E = SCREENED ENCLOSURE  
 SEC = SECTION  
 SET N&D = SET NAIL AND DISK RLS# 2512  
 SIR = SET 1/2" IRON ROD RLS# 2512  
 SQ = SQUARE  
 SRF = SPLIT RAIL FENCE  
 SR = STATE ROAD  
 STY = STORY  
 SUB = SUBDIVISION  
 S/W = SIDEWALK  
 TB = "T" BAR  
 TBM = TEMPORARY BENCH MARK  
 TC = TOP OF CURB  
 TOB = TOP OF BANK  
 TOS = TOE OF SLOPE  
 TRANS = TRANSFORMER  
 TWP = TOWNSHIP  
 TYP = TYPICAL  
 UG = UNDERGROUND  
 UTIL = UTILITY  
 WD = WOOD  
 WF = WOOD FENCE  
 WIF = WROUGHT IRON FENCE  
 WIT = WITNESS  
 WRF = WIRE FENCE  
 WV = WATER VALVE

\*\*\* ABBREVIATIONS MAY ALSO BE CONCATENATED AS REQUIRED.  
 \*\*\* OTHER COMMONLY RECOGNIZED AND/OR ACCEPTED ABBREVIATIONS ARE ALSO UTILIZED BUT NOT SPECIFIED HEREON.

**SHEET 3 OF 3**

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

*George A. Shimp III*  
 GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR & MAPPER No. 6137

JOB NUMBER: 140097C      DATE SURVEYED: N/A  
 DRAWING FILE: 140097C.DWG      DATE DRAWN: 1-23-2015  
 LAST REVISION: SEE SHEET 1      X REFERENCE: SEE SHEET 1



**GEORGE A. SHIMP II  
 AND ASSOCIATES, INCORPORATED**

LAND SURVEYORS LAND PLANNERS  
 3301 DeSOTO BOULEVARD, SUITE D  
 PALM HARBOR, FLORIDA 34683

LB 1834

PHONE (727) 784-5496 FAX (727) 786-1256

4028

Prepared by and return to:  
Equity National Title LLC  
31564 US Hwy 19 N.  
Palm Harbor, FL 34684  
727-526-3529  
File Number: 13-5090

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 15th day of January, 2014 between Franklin Asset Group, LP, a Delaware limited partnership whose post office address is 19950 W Country Club Dr, Ste 100, Aventura, FL 33180, grantor, and St. Anthony's Development Company, LLC, a Florida limited liability company whose post office address is 19950 West Country Club Dr #100, Aventura, FL 33180, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs, executors, administrators, and assigns forever, the following described land, situated, lying and being in Pinellas County, Florida to-wit:

A part of Block U and the East portion of Block T, of the Plat of Grand Bay, Florida, as recorded in Plat Book 4, Page 13, of the Public Records of Pinellas County, Florida, together with a vacated portion of Canal Street, as recorded in Official Records Book 3458, Page 733, of the Public Records of Pinellas County, Florida, further described as follows:

Begin at the Southeast corner of Lot 11, Block U, of the said Plat of Grand Bay, Florida, said point being the Point of Beginning, and run thence N 89°50'45" W, along the North right-of-way line of Jeter Street, 378.42 feet to a point on the East right-of-way line of U.S. Highway Alternate 19; thence N 24°20'00" E, along said East right-of-way line, 380.75 feet; thence continue along said East right-of-way line S 65°40'00" E, 20.00 feet; thence continue along said East right-of-way line, N 24°20'00" E, 79.97 feet; thence S 89°49'21" E, 171.64 feet to a point on the East line of Lot 3, Block U of aforesaid Plat of Grand Bay, Florida; thence S 00°10'39" W, 412.04 feet to the Point of Beginning.

Parcel Identification Number: 11-28-15-00000-310-0200

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any,

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the grantor is lawfully seized of said land in fee simple: that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st, 2013.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Signed, sealed and delivered in our presence:

Franklin Asset Group, LP, a Delaware Limited Partnership

By: RE Invest International LLC, its General Partner

By: Executive Enterprises, Inc., its Manager

By: Alex Berkovich, President

[Signature]  
Witness Name: Vladimir Biondini

(Corporate Seal)

[Signature]  
Witness Name: Furkot Kend

State of Florida  
County of Bradford

The foregoing instrument was acknowledged before me this 15th day of January, 2014 by Alex Berkovich, President of Executive Enterprises, Inc., Manager of RE Invest International LLC, the General Partner of Franklin Asset Group, LP, on behalf of the corporation. He/she  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

[Signature]  
Notary Public

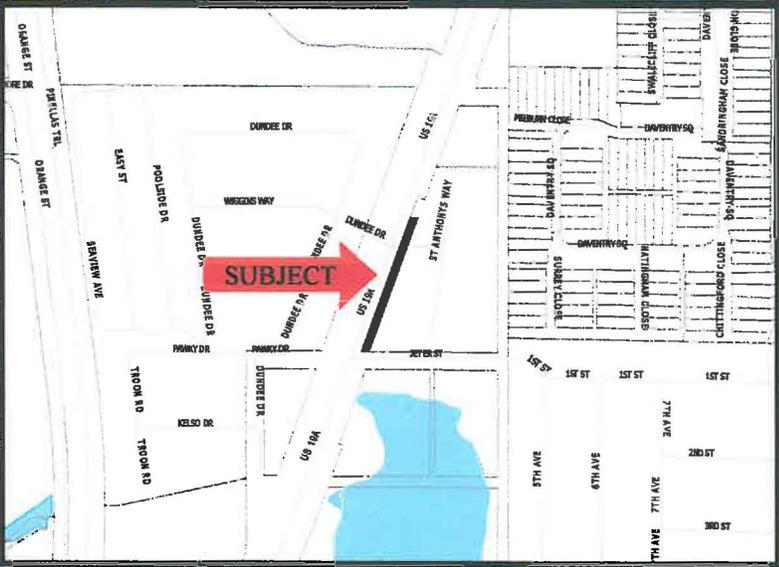
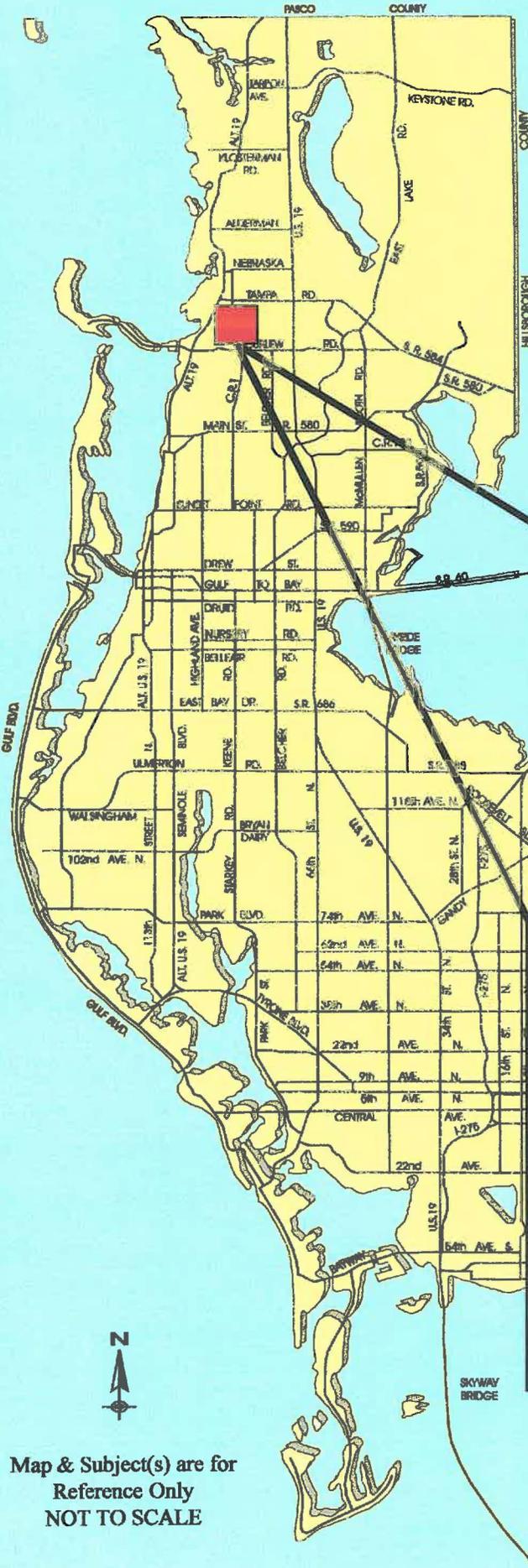
Printed Name: Furkot Kend

My Commission Expires: June 22, 2017



# Sale of Surplus Property

File No.: 1482



Map & Subject(s) are for Reference Only  
NOT TO SCALE

Pinellas County  
Real Estate Management  
Real Property Division