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Q. A. 4395 PAGE 1992

BILL OF SALE TO SEWER AND WATER
DISTRIBUTION SYSTEMS AND EASEMENT

THIS EASEMENT, made this 9th day of February, 1976, between UNITED STATES STEEL CORPORATION, a Delaware corporation, and BELLEVIEW BILTMORE COUNTRY CLUB CORPORATION, a Florida corporation, as their interests may lie, herein called "Grantor," and TOWN OF BELLEAIR, herein called "Grantee;"

WITNESSETH, That for and in consideration of the mutual benefits, covenants and conditions contained herein, Grantor grants, sells, transfers and delivers to Grantee, its successors and assigns, the sanitary sewer system and water distribution system as designed and installed through the land described in Exhibit A attached hereto and as shown in Exhibits B through D, inclusive, attached hereto; and further, Grantor grants and conveys to Grantee, its successors and assigns, an easement to install, operate and maintain, for as long as Grantee requires the use of Grantor's premises, or until the use thereof is abandoned by Grantee, such facilities as are necessary and desirable in providing sanitary sewer system and water distribution system services to the public, said facilities being located on the following described premises of Grantor in Pinellas County, Florida, to wit:

That land described in Exhibit A attached hereto.

Grantee's easement, as described above, is defined as lying 5.00 feet on each side of the centerlines of all of Grantee's facilities as designed and installed through the above described premises and as further shown by drawings on file with the Clerk of the Town of Belleair, Florida, certified copies of which are attached as: Exhibit B, for sanitary sewer system phase I; Exhibit C, for sanitary sewer system phase II; and Exhibit D, for water distribution system phases I and II.

Grantee shall have the duty to repair and maintain said systems and facilities, and shall have all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described. Grantee, after reasonable notice to Grantor, shall have the right to clear the easement of any and all physical objects which, in the opinion of Grantee, endanger proper operation.

Grantor further grants the reasonable right for Grantee to enter Grantor's premises adjoining said easement in exercising the rights granted.

In the event that Grantor determines that it is advisable to construct buildings or other above ground structures on Grantee's easement, Grantor may do so provided (1) that it first gives Grantee written notification thereof, (2) that it relocates said systems and facilities or constructs replacement systems and facilities at its own expense and in such manner as not to unreasonably impede or interrupt services to the public, and (3) that it conveys to Grantee a specific additional easement for such systems and facilities otherwise, Grantor shall not construct or allow to be constructed buildings or any above ground structures on Grantee's easement; nor shall Grantor utilize Grantee's easement in any way or manner which would create a dangerous condition with respect to said systems and facilities, or create any interference with the safe and efficient construction, operation

This instrument prepared by Dennis P. Thompson
Richards, Nodine, Gilkey, Fite, Meyer & Thompson, P.A.
1253 Park Street, Clearwater, FL 33516

LAW OFFICES OF
RICHARDS, NODINE,
GILKEY, FITE,

MEYER & THOMPSON, P.A.
CLEARWATER, FLORIDA

Bellevue, Belleair
901 9th St. N. S. 16
Belleair 33516

and maintenance thereof without first giving written notification to Grantee, together with written plans of such proposed utilization of the easement area.

The easement herein granted is not exclusive and Grantor reserves the right to grant rights to others affecting the said easement, provided that (1) notice is first given to Grantee, and (2) in the reasonable judgment of Grantee such rights do not create a dangerous or unsafe condition, or unreasonably conflict with the rights hereunder.

Grantor warrants and covenants that it has title and the right to convey said systems, facilities and easement, and that Grantee shall have quiet and peaceful possession and use thereof.

By acceptance of said systems and facilities herein, Grantee agrees to indemnify Grantor against any claims arising out of Grantee's activities with respect to said systems and facilities.

All warranties, covenants, terms and conditions shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by their proper officers and the corporate seals to be affixed hereto, the day and year first above written.

(SEAL)

UNITED STATES STEEL CORPORATION

Attest:

Richard F. Lerach
Assistant Secretary

By J. R. Dembeck
J.R. Dembeck, President
USS Realty Development Division

In the presence of:

[Signature]
[Signature]
As to United States
Steel Corporation

(SEAL)

BELLEVUE BILTMORE COUNTRY CLUB
CORPORATION

Attest:

[Signature]
Assistant Secretary
In the presence of:

By J. R. Dembeck
President

[Signature]
Paul G. Letric
As to Bellevue Biltmore
Country Club Corporation

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared J. R. DEMBECK and R. F. Lerach, President of USS REALTY DEVELOPMENT DIVISION and Assistant Secretary of United States Steel Corporation, respec-

LAW OFFICES OF
RICHARDS, NORRIS
GILLEY, FILL
MEYER & THOMSON, P.A.
CLEARWATER, FLORIDA

tively, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged then and there before me that they executed the same as such officers for the purposes therein expressed; and that they affixed thereto the official seal of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 9th day of February, A.D. 1976.

Jane Sunder
Notary Public

My Commission Expires:

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

JANE SUNDER, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
My Commission Expires August 24, 1978

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared J. R. Dembeck and J. A. Byerly, Jr., President and Assistant Secretary, respectively, of BELLEVIEW BILTMORE COUNTRY CLUB CORPORATION, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged then and there before me that they executed the same as such officers for the purposes therein expressed; and that they affixed thereto the official seal of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 9th day of February, A.D. 1976.

Jane Sunder
Notary Public

My Commission Expires:

JANE SUNDER, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
My Commission Expires August 24, 1978

TRACT "C" INCLUDING TRACT "D" WITH EXCLUSIONS

Begin at the northeasterly corner of Tract "C" of a replat of a part of Town of Belleair, as recorded in Plat Book 19, Pages 87 to 90 inclusive, of the Pinellas County records and run thence 1,778.11 feet to the West and 1,007.39 feet to the North to a Point of Beginning, on existing seawall, said Point being on the north line of Tract "C"; thence south $80^{\circ} 35' 55''$ east, 381.15 feet to a point on the weir; thence south $16^{\circ} 53' 49''$ east, 202.34 feet; thence south $52^{\circ} 00' 00''$ east, 544.6 feet; thence along the approximate centerline of stream the following courses, south $30^{\circ} 02' 00''$ east, 24.20 feet; thence south $14^{\circ} 10' 46''$ east, 34.47 feet; thence north $76^{\circ} 28' 32''$ east, 29.59 feet; thence south $41^{\circ} 50' 06''$ east, 24.00 feet; thence south $62^{\circ} 56' 08''$ east, 16.06 feet; thence south $55^{\circ} 04' 10''$ East, 23.97 feet; thence south $61^{\circ} 02' 25''$ east, 23.65 feet; thence south $76^{\circ} 52' 20''$ east, 24.00 feet; thence south $38^{\circ} 04' 36''$ east, 2.44 feet; thence south $35^{\circ} 09' 45''$ east, 23.94 feet; thence south $18^{\circ} 43' 16''$ east, 24.95 feet; thence south $35^{\circ} 09' 10''$ east, 22.99 feet; thence south $55^{\circ} 49' 46''$ east, 24.18 feet; thence south $45^{\circ} 59' 46''$ east, 24.00 feet; thence south $55^{\circ} 06' 04''$ east, 7.22 feet; thence south $72^{\circ} 38' 18''$ east, 23.97 feet; thence north $56^{\circ} 56' 21''$ east, 24.72 feet; thence north $79^{\circ} 01' 49''$ east, 23.10 feet; thence south $59^{\circ} 58' 26''$ east, 23.86 feet; thence north $81^{\circ} 37' 54''$ east, 24.00 feet; thence north $87^{\circ} 43' 03''$ east, 8.51 feet; thence south $75^{\circ} 27' 58''$ east, 23.93 feet; thence south $87^{\circ} 59' 53''$ east, 23.03 feet; thence run northerly out of stream on a line having a bearing north $29^{\circ} 44' 00''$ east, 104.0 feet; thence south $53^{\circ} 07' 30''$ east, 40.6 feet; thence north $35^{\circ} 33' 30''$ east, 158 feet; thence south $34^{\circ} 39' 00''$ east, 70.50 feet; thence south $35^{\circ} 05' 00''$ east, 74.00 feet; thence south $31^{\circ} 15' 00''$ east, 77.20 feet; thence south $34^{\circ} 14' 00''$ east, 76.20 feet; thence south $34^{\circ} 43' 00''$ east, 73.00 feet; thence south $31^{\circ} 16' 00''$ east, 70.20 feet; thence south $48^{\circ} 23' 00''$ east, 79.80 feet; thence north $76^{\circ} 04' 00''$ east, 54.00 feet to a point on centerline of Druid Road (which is the northeasterly corner of Tract "C"); thence run north $0^{\circ} 03' 30''$ east, 33.19 feet; thence south $89^{\circ} 46' 00''$ east, 552.36 feet; thence south $0^{\circ} 42' 30''$ east, 1,100.4 feet; thence south $89^{\circ} 17' 30''$ west, 9 feet; thence south $0^{\circ} 42' 30''$ east, 879.0 feet; thence south $2^{\circ} 20' 00''$ west, 577.5 feet; thence south $41^{\circ} 45' 30''$ west, 139.14 feet; thence north $89^{\circ} 56' 30''$ west, 3,198.92 feet (to a point on seawall); thence northerly 135.04 feet along a curve whose Intersection angle is $74^{\circ} 00' 00''$ and whose tangent is 95.0 feet; thence northeasterly 163.05 feet along a curve whose angle of intersection is $90^{\circ} 38' 00''$ and whose tangent is 103.5 feet; thence north $16^{\circ} 02' 30''$ east, 951.8 feet; thence northeasterly 199.2 feet along a curve whose intersection angle is $12^{\circ} 37' 00''$ and whose tangent is 100.0 feet; thence north $3^{\circ} 25' 30''$ east, 441.85 feet; thence north $3^{\circ} 25' 30''$ east, 444.5 feet; thence north $14^{\circ} 03' 30''$ west, 393.0 feet; thence north $9^{\circ} 10' 20''$ east, 182.79 feet; thence north $9^{\circ} 14' 00''$ east, 328.64 feet; thence north $34^{\circ} 13' 00''$ east, 349.93 feet; thence north $32^{\circ} 13' 00''$ east, 383.05 feet to the Point of Beginning.

EXHIBIT A TO
BILL OF SALE TO SEWER AND WATER
DISTRIBUTION SYSTEMS AND EASEMENT

EXCLUSIONS IN TRACTS "C" & "D"

Property owned by others described as follows: (22.82 acres M.O.L.)

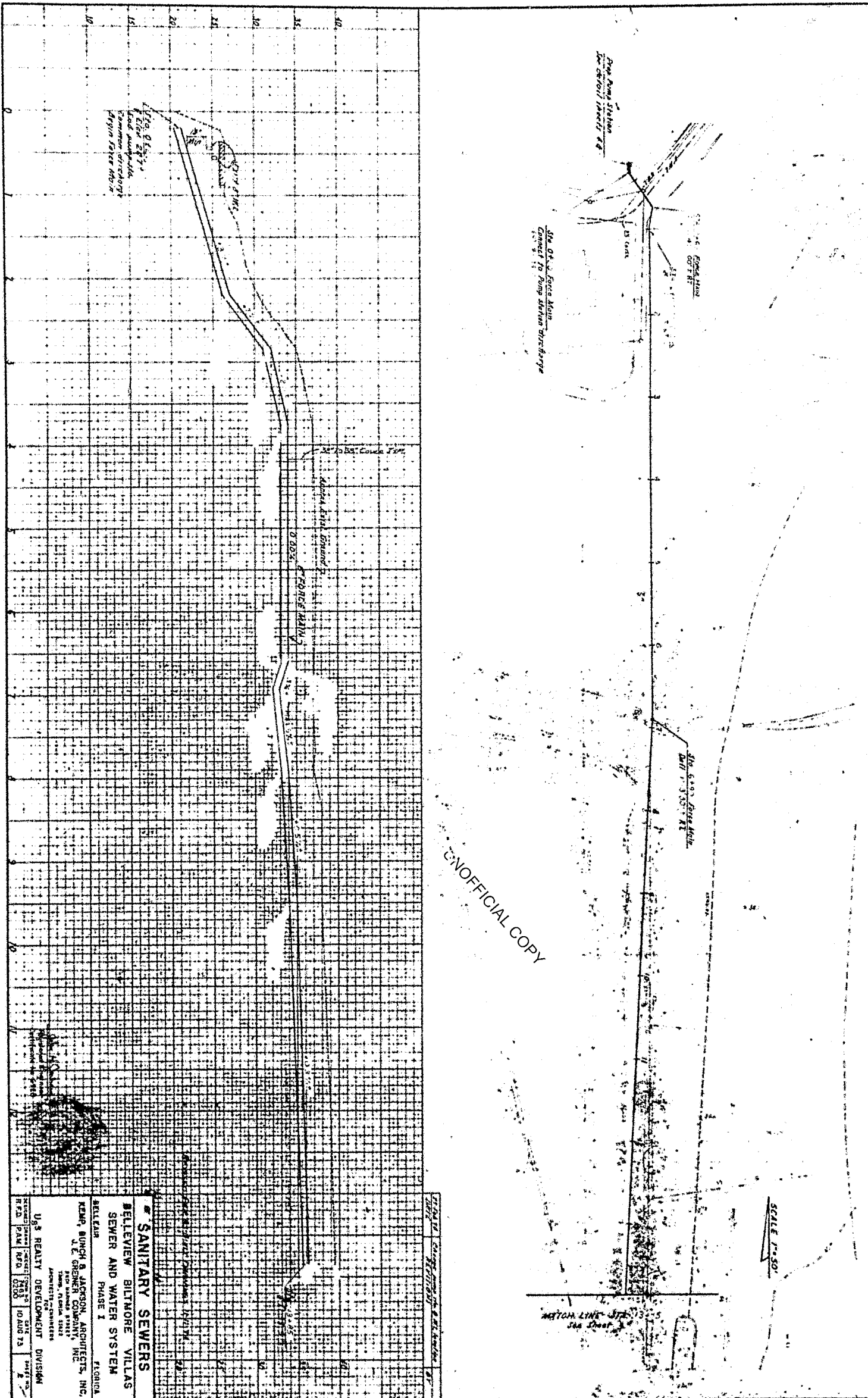
Begin at the northeasterly corner of Tract "C" of a replat of a part of Town of Belleair, as recorded in Plat Book 19, Pages 87 to 90 inclusive, of the Pinellas County records and run thence South $38^{\circ}06'30''$ West, 309.11 feet to the Point of Beginning; thence along the centerline of pavement and a curve to the right, having a radius of 94.30 feet, whose chord bears South $77^{\circ}43'10''$ West, 66.20 feet; thence along the centerline of pavement and a curve to the right, having a radius of 381.61 feet, whose chord bears North $69^{\circ}20'40''$ West, 163.00 feet; thence along the centerline of pavement and a curve to the left, having a radius of 531.11 feet, whose chord bears North $54^{\circ}29'00''$ West, 120.00 feet; thence along the centerline of pavement and a curve to the right, having a radius of 1,000.00 feet, whose chord bears North $58^{\circ}34'35''$ West, 82.00 feet; thence along the centerline of pavement North $53^{\circ}41'25''$ West, 126.00 feet; thence along the centerline of pavement and a curve to the left, having a radius of 1,634.74 feet, whose chord bears North $59^{\circ}03'15''$ West, 230.00 feet; thence along the centerline of pavement North $61^{\circ}03'05''$ West, 200.00 feet; thence along centerline of pavement North $62^{\circ}33'48''$ West, 160.00 feet; thence along the centerline of pavement and along a curve to the left, having a radius of 135.77 feet, whose chord bears North $80^{\circ}52'18''$ West, 89.10 feet; thence along the centerline of pavement and a curve to the left, having a radius of 96.68 feet, whose chord bears South $46^{\circ}51'35''$ West, 89.12 feet; thence along the centerline of pavement and a curve to the right, having a radius of 265.53 feet, whose chord bears South $21^{\circ}14'15''$ West, 100.00 feet; thence along the centerline of pavement and a curve to the right, having a radius of 147.23 feet, whose chord bears South $56^{\circ}42'09''$ West, 100.00 feet; thence along the centerline of pavement South $81^{\circ}44'48''$ West, 50.00 feet; thence along the centerline of parkway and a curve to the left, having a radius of 381.21 feet, whose chord bears South $64^{\circ}01'27''$ West, 200.00 feet; thence North $78^{\circ}27'26''$ West, 111.94 feet; thence North $81^{\circ}00'40''$ West, 60.28 feet; thence North $53^{\circ}59'42''$ East, 111.70 feet; thence North $36^{\circ}00'18''$ West, 100.00 feet; thence South $53^{\circ}59'42''$ West, 163.75 feet; thence South $36^{\circ}00'18''$ East, 46.55 feet; thence North $81^{\circ}00'40''$ West, 303.22 feet; thence along the seawall South $9^{\circ}10'20''$ West, 182.79 feet; thence along the seawall and a curve to the left, having a radius of 353.32 feet, whose chord bears South $1^{\circ}03'50''$ West, 103.00 feet; thence South $80^{\circ}57'13''$ East, 460.71 feet; thence along the centerline of parkway and a curve to the left, having a radius of 630.28 feet, whose chord bears South $7^{\circ}26'10''$ East, 280.47 feet; thence along the centerline of pavement and a curve to the left, having a radius of 2,370.72 feet, whose chord bears South $39^{\circ}23'31''$ East, 222.00 feet; thence along centerline of pavement and a curve to the left, having a radius of 66.65 feet, whose chord bears South $67^{\circ}25'41''$ East, 64.58 feet; thence along the centerline of pavement and a curve to the left, having a radius of 100.18 feet, whose chord bears North $51^{\circ}03'52''$ East, 64.59 feet; thence along centerline of pavement and a curve to the right, having a radius of 309.50 feet, whose chord bears North $51^{\circ}38'30''$ East, 200.00 feet; thence along a centerline of pavement and a curve to the left, having a radius of 369.22 feet, whose chord bears North $55^{\circ}16'38''$ East, 200.00 feet; thence along centerline of pavement and a curve to the left, having a radius of 348.90 feet, whose chord bears North $24^{\circ}22'08''$ East, 175.00 feet; thence along centerline of pavement and a curve to the right, having a radius of 49.85 feet, whose

chord bears North $50^{\circ}17'16''$ East, 84.0 feet; thence along centerline of pavement South $89^{\circ}18'06''$ East, 119.40 feet; thence along centerline of pavement South $0^{\circ}21'47''$ West, 141.89 feet; thence North $89^{\circ}45'12''$ East, 119.35 feet; thence South $0^{\circ}01'52''$ West, 82.95 feet; thence North $89^{\circ}45'22''$ East, 43.60 feet; thence North $0^{\circ}01'23''$ West, 37.00 feet; thence North $89^{\circ}48'47''$ East, 326.75 feet; thence North $84^{\circ}27'25''$ East, 135.05 feet; thence South $89^{\circ}11'20''$ East, 125.23 feet; thence North $0^{\circ}49'56''$ East, 191.61 feet, along centerline of pavement to the Point of Beginning; and also exclude the following Hotel maintenance shed site: Begin at the same northeasterly corner of Tract "C" and run South $0^{\circ}00'00''$, 727 feet; thence West 838.97 feet to the Point of Beginning; thence South $70^{\circ}57'13''$ East, 212.45 feet; thence South $0^{\circ}01'43''$ East, 73.09 feet; thence North $89^{\circ}40'49''$ East, 200.79 feet; thence North $0^{\circ}01'43''$ West, 141.30 feet to the Point of Beginning.

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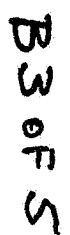


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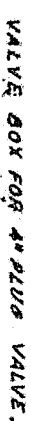
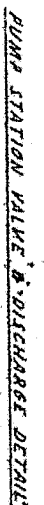
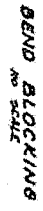
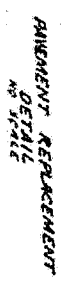


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CLON 58216

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I, LORAIN BLANKENSHIP, Clerk of the Town of Belleair,
do hereby certify that the foregoing are true and exact copies
of the "as-built" drawings of the sanitary sewer system instal-
lation - Phase I (Exhibit B) consisting of 5 pages, each page
bearing the Town of Belleair Seal, constructed by U.S. Steel
Realty Development in the Town of Belleair.

IN WITNESS WHEREOF, I hereunto set my hand and
official seal this 13th. day of February, 1976.


Lorain Blankenship
Lorain Blankenship
Town Clerk
Town of Belleair

(SEAL)

UNOFFICIAL COPY

4605

D. R. 4395 PAGE 2004

BELLEVUE BILTMORE VILLAS

SANITARY SEWER SYSTEM PHASE II

BELLEAIR, FLORIDA

KEMP, BUNCH & JACKSON, ARCHITECTS, INC.
J. E. GREINER COMPANY, INC.
ARCHITECTS & ENGINEERS FOR

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USS
Realty Development
Division of United States Steel

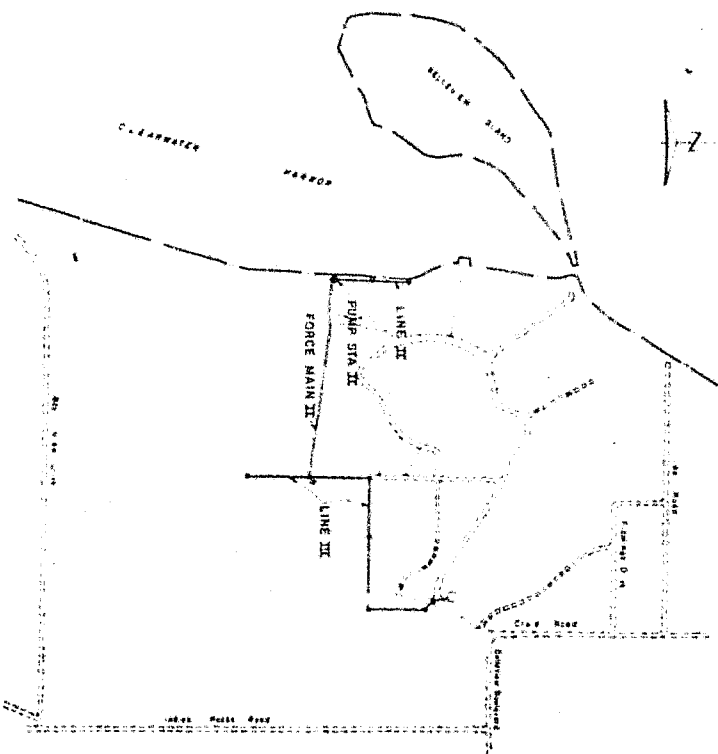
INDEX OF DRAWINGS

SHEET NO.	TITLE
1	PLAN & PROFILE - LINE II
2	PLAN & PROFILE - FORCE MAIN II
3, 4	PLAN & PROFILE - LINE III
5	PUMP STATION NO. II & MISCELLANEOUS DETAILS

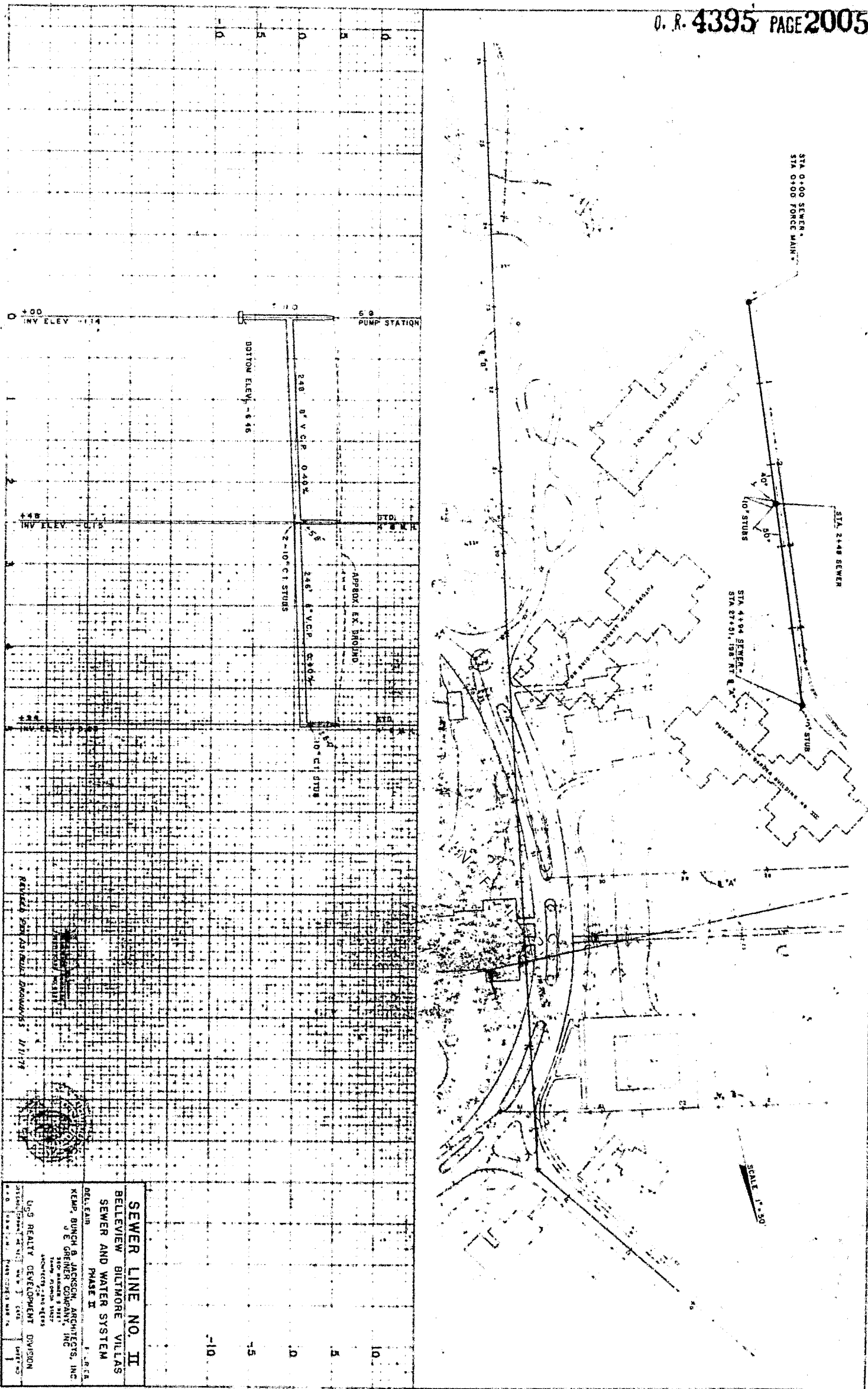
REVISED FOR AS-BUILT DRAWINGS 11/11/74

BY: J. E. GREINER, JR.	12 NOV 74
REGISTERED ENGINEER	DATE
STATE OF FLORIDA	
CERTIFICATE NUMBER 6373	
SEAL	

LOCATION MAP

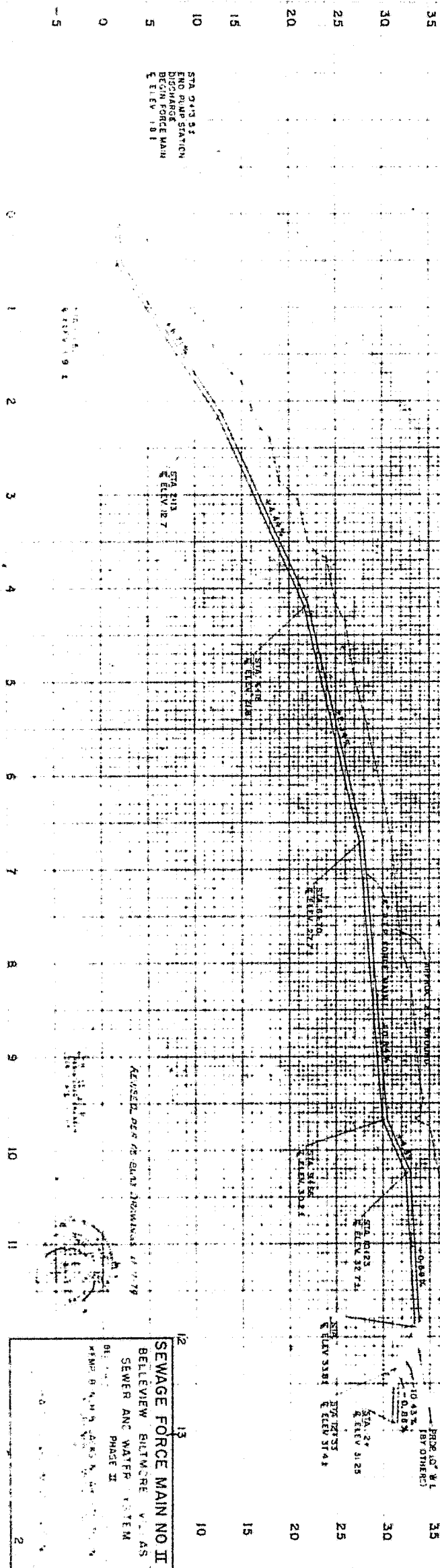


EX.C



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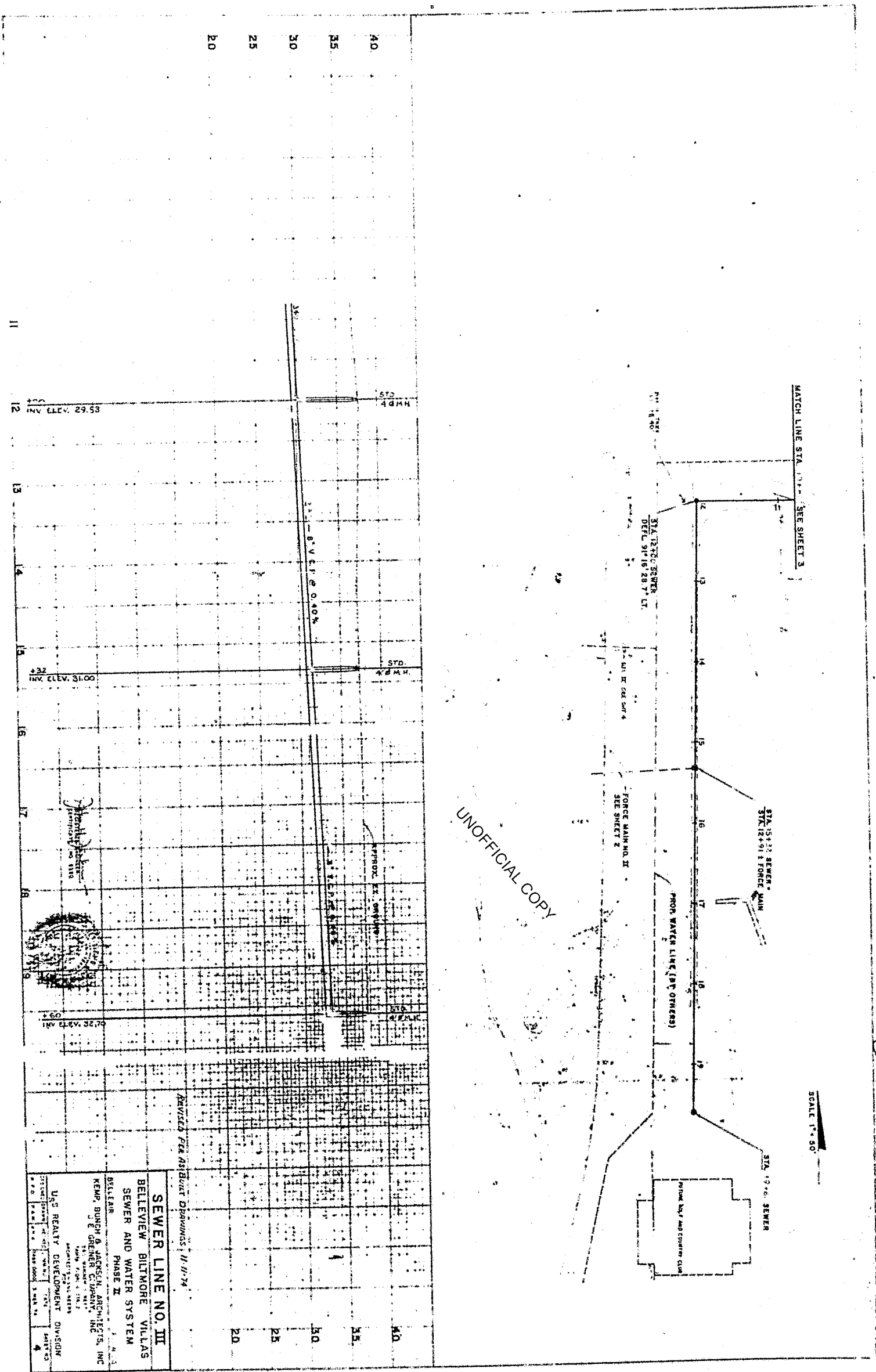
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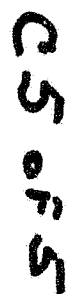
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I, LORAIN BLANKENSHIP, Clerk of the Town of Belleair,
do hereby certify that the foregoing are true and exact copies
of the "as-built" drawings of the sanitary sewer system instal-
lation - Phase II (Exhibit C) consisting of 6 pages, each page
bearing the Town of Belleair Seal, constructed by U.S. Steel
Realty Development in the Town of Belleair.

IN WITNESS WHEREOF, I hereunto set my hand and
official seal this 13th. day of February, 1976.



Lorain Blankenship

Lorain Blankenship
Town Clerk
Town of Belleair

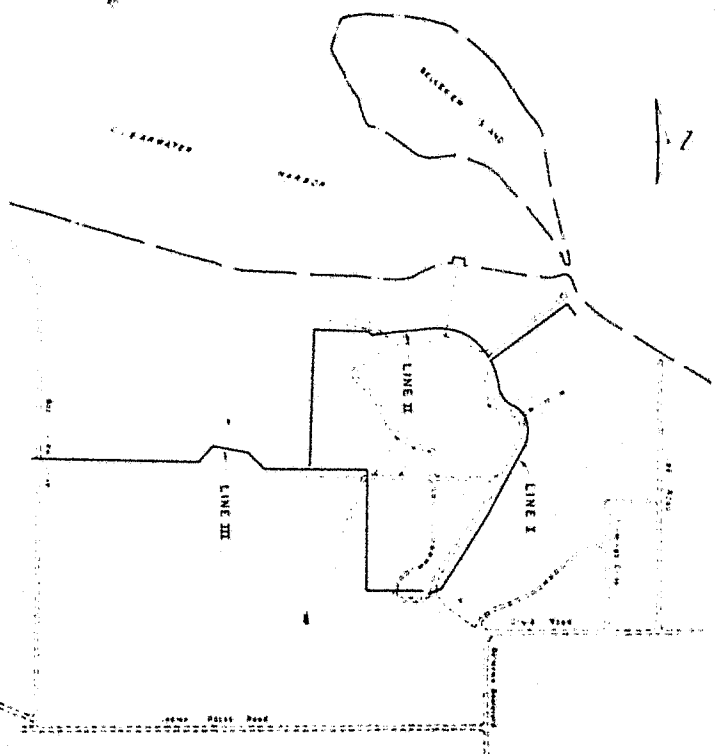
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BELLEVUE BILTMORE VILLAS

WATER DISTRIBUTION SYSTEM PHASES 1&11

BELLEAIR, FLORIDA



LOCATION MAP

SHEET NO.	TITLE
1/2	PLAN & PROFILE - LINE I
3/4	PLAN & PROFILE - LINE II
5/67	PLAN & PROFILE - LINE III
8	MISCELLANEOUS DETAILS

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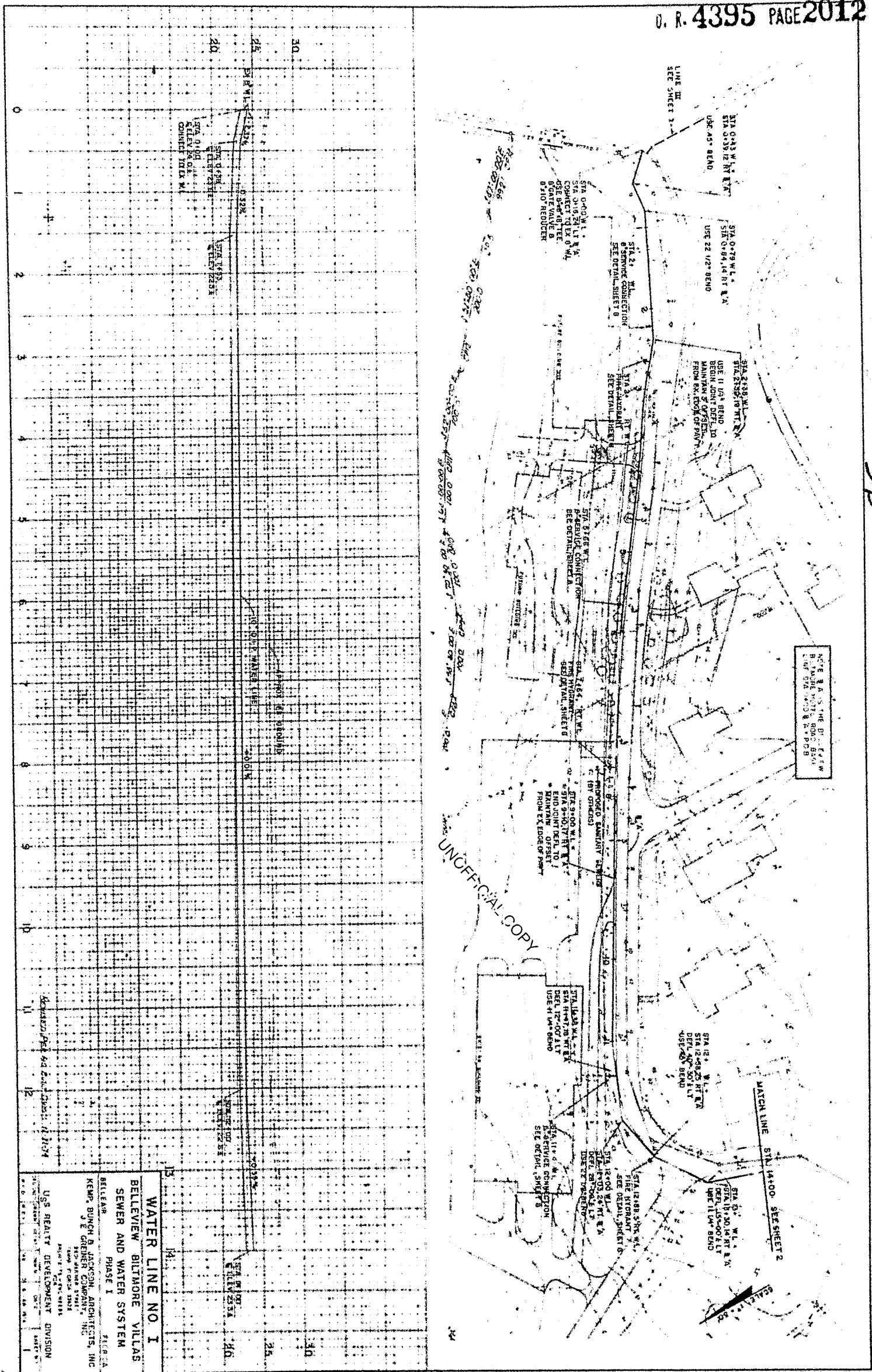
Realty Development
Division of United States Steel

KEMP, BUNCH & JACKSON, ARCHITECTS, INC.
J. E. GREINER COMPANY, INC.
ARCHITECTS & ENGINEERS FOR

REVISED PER AS BUILT DRAWINGS 11/11/74	
BY: <i>[Signature]</i>	DATE: 11/10/74
REGISTERED ENGINEER STATE OF FLORIDA CERTIFICATE NUMBER 8320	
SEAL	

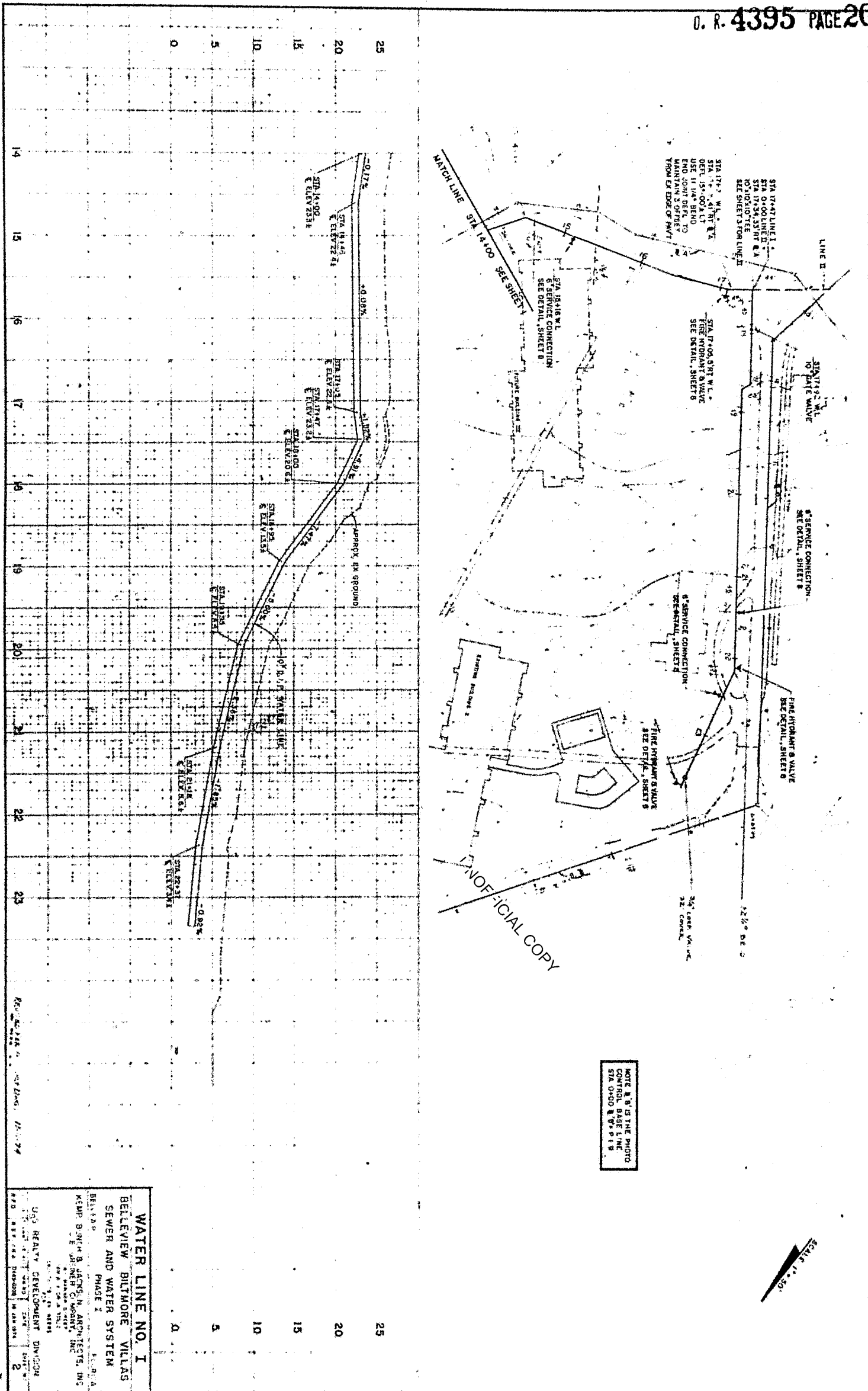
Ex. D

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D1 of 8

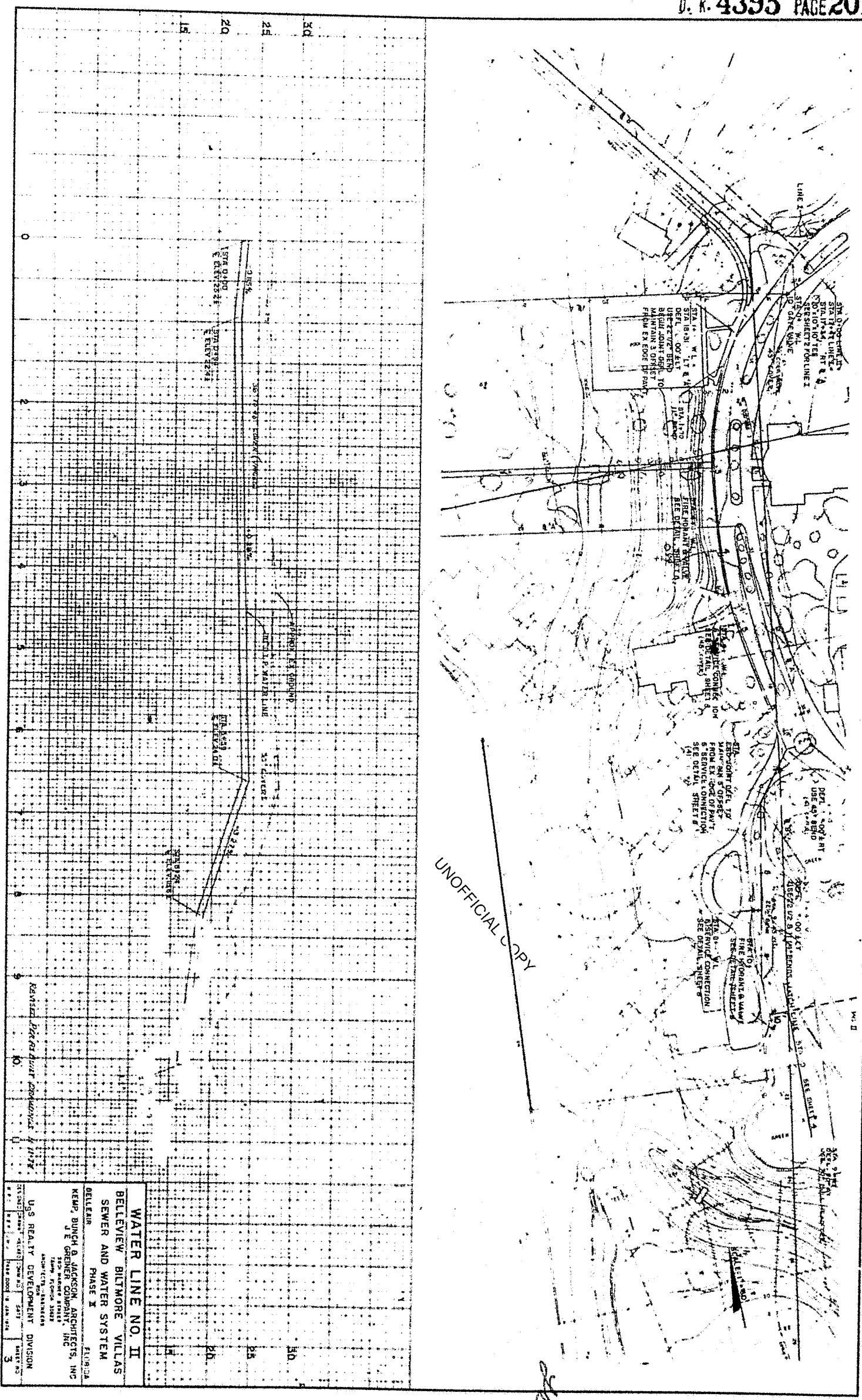
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D2 of 8

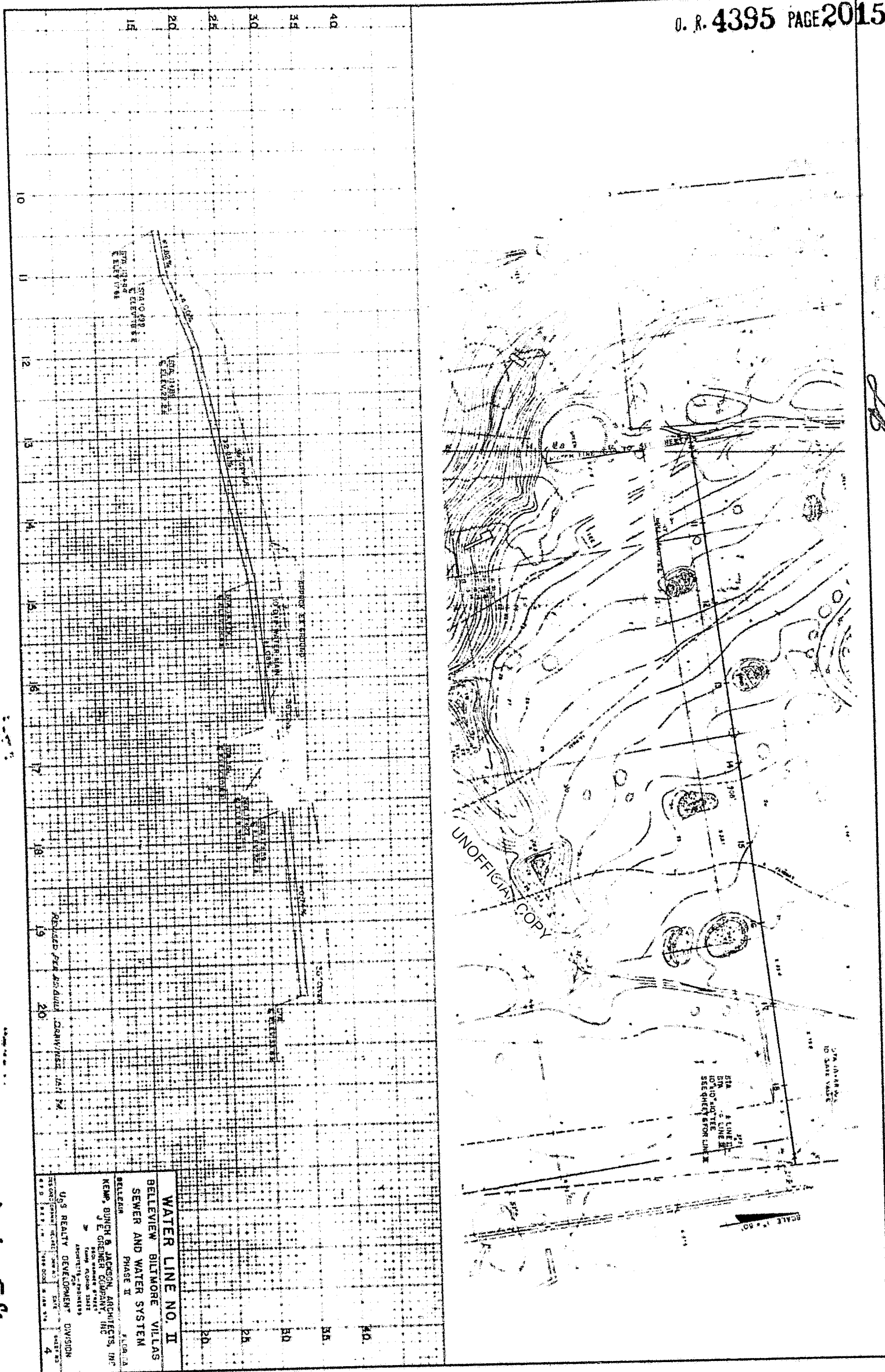
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D3 of 8

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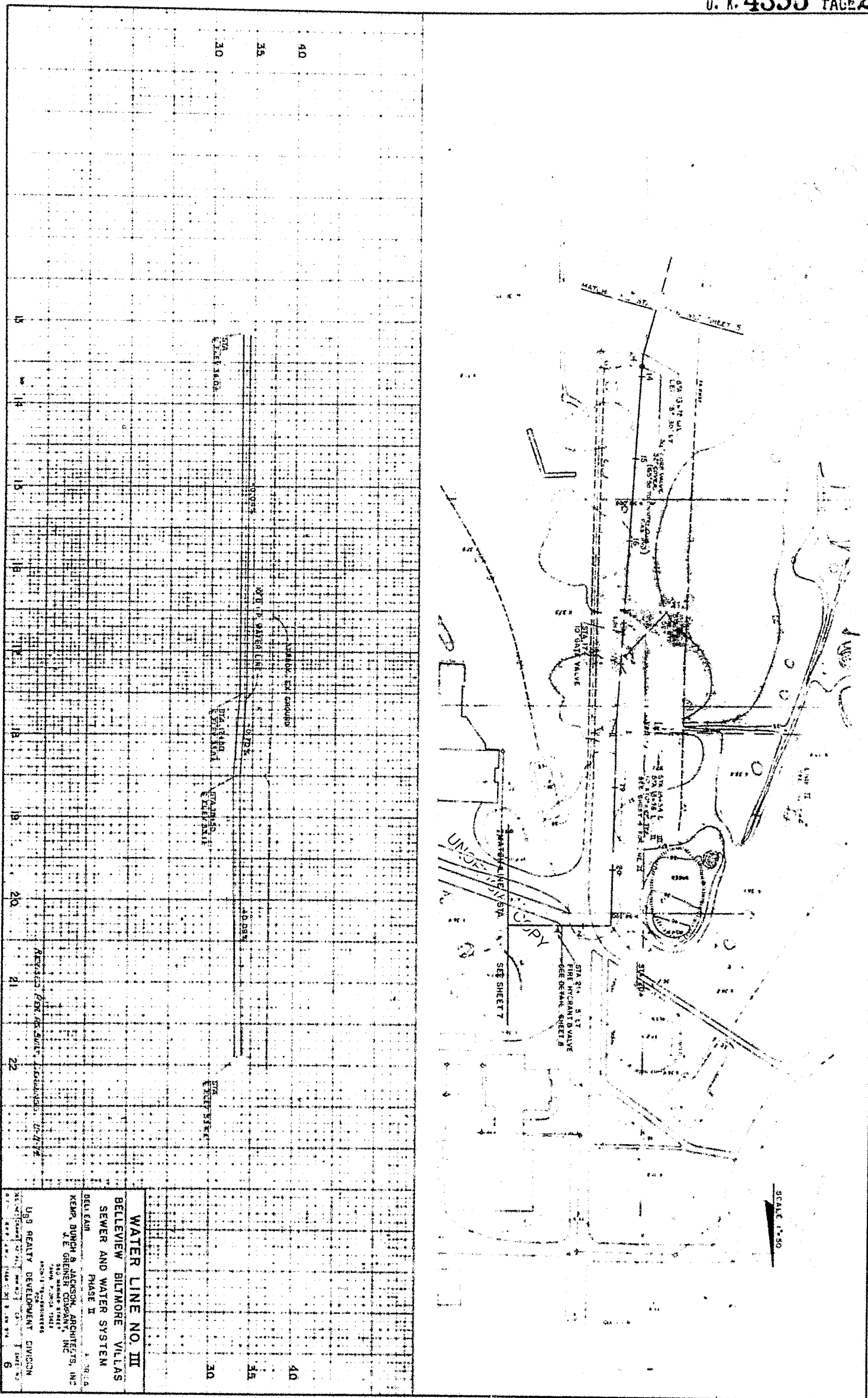
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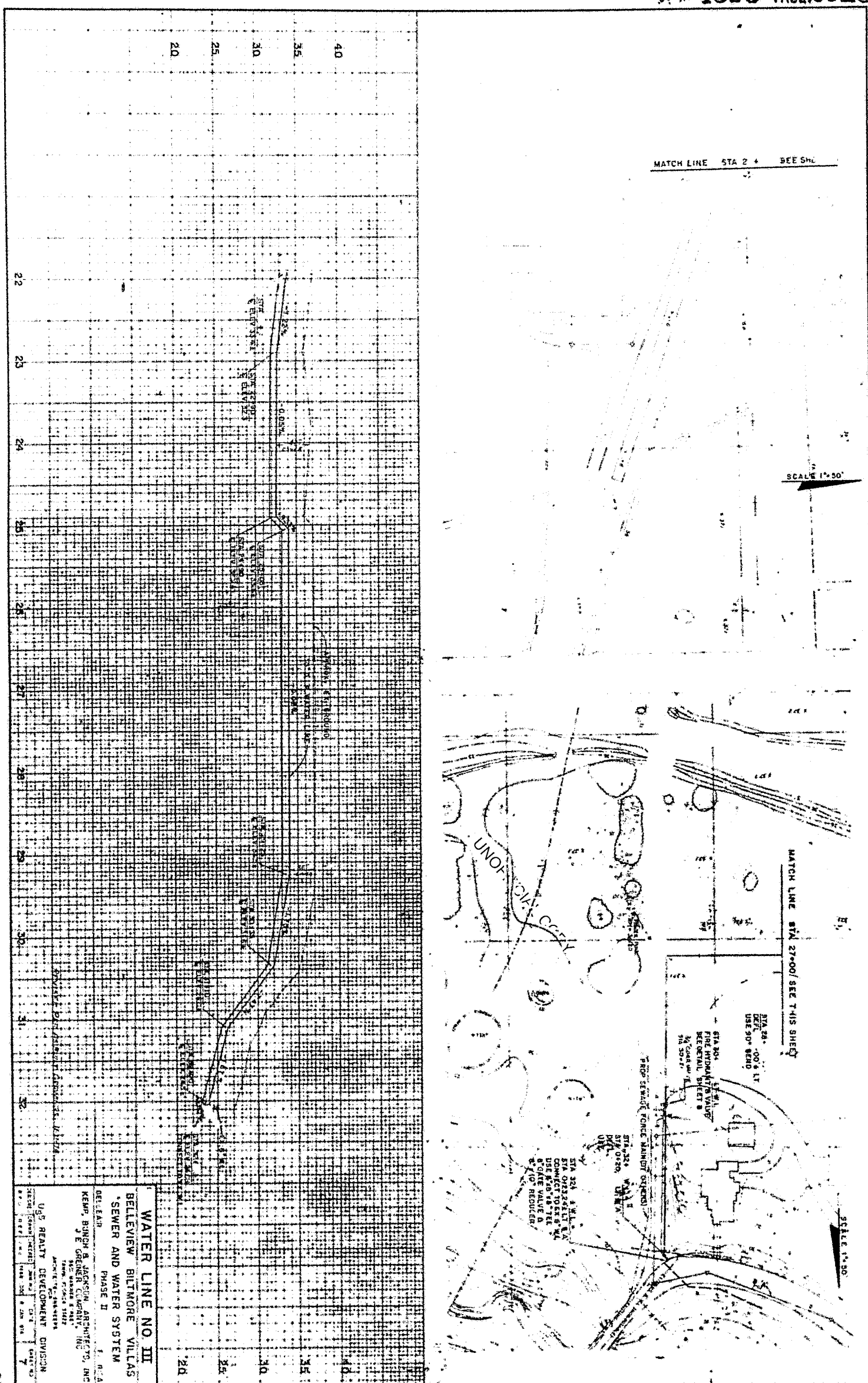
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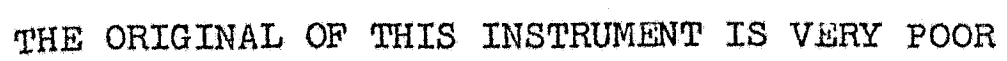


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I, LORAIN BLANKENSHIP, Clerk of the Town of Belleair,
do hereby certify that the foregoing are true and exact copies
of the water distribution system installation - Phases I and II
(Exhibit D) consisting of 9 pages, each page bearing the Town
of Belleair Seal, constructed by U.S. Steel Realty Development
in the Town of Belleair.

IN WITNESS WHEREOF, I hereunto set my hand and
official seal this 13th. day of February, 1976.



(SEAL)

Lorain Blankenship
Lorain Blankenship
Town Clerk
Town of Belleair

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