

AGENDA
Planning Review Committee
Pinellas County Planning Department
310 Court Street, 1st Floor Conference Room
November 9, 2015 – 10:00 AM

Case Summary Review:

1. [\(Q\) Z-32-12-15](#) (Stewart Wittel)
2. [\(Q\) Z-33-12-15](#) (Pinellas County)
3. [\(Q\) Z/LU-34-12-15](#) (Kamran & Dori Rouhani & Parviz Rouhani, A. E. C 2159, LLC and
Emerald Garden Real Estate, Inc.)
4. [\(Q\) Z/LU-25-10-15](#) (Ralph Wescott)

Note: Q = Quasi-Judicial

CASE SUMMARY
CASE NO. Z-32-12-15
(Quasi-Judicial)

PRC MEETING: November 9, 2015 @ 10:00 AM-1st Floor, Planning Conf Room

LPA HEARING: December 10, 2015 @ 9:00 AM-5th Floor, Board Assembly Room

BCC HEARING: January 26, 2016 @ 6:00 PM-5th Floor, Board Assembly Room

APPLICANT'S NAME: Stewart Wittel

REQUEST: Zone change from: R-3, Single Family Residential
to: M-1, Light Manufacturing & Industry

CASE DESCRIPTION: Approximately 0.28 acre located on the east side of Faxton Street 500 feet south of Ulmerton Road in the unincorporated area of Largo (08/30/16/93366/000/0070 & 0060). A legal description is available in file upon request.

APPLICANT/ADDRESS: Stewart Wittel
711 Waterview Lane
Tarpon Springs, FL 34689

REP/ADDRESS: N/A

NOTICES SENT TO: Stewart Wittel, Mike Meidel-Economic Development Council, DOT, Clint Herbic-Pinellas County School Board, BCC Office & Surrounding Owners

EXISTING USE: Trailer Shop

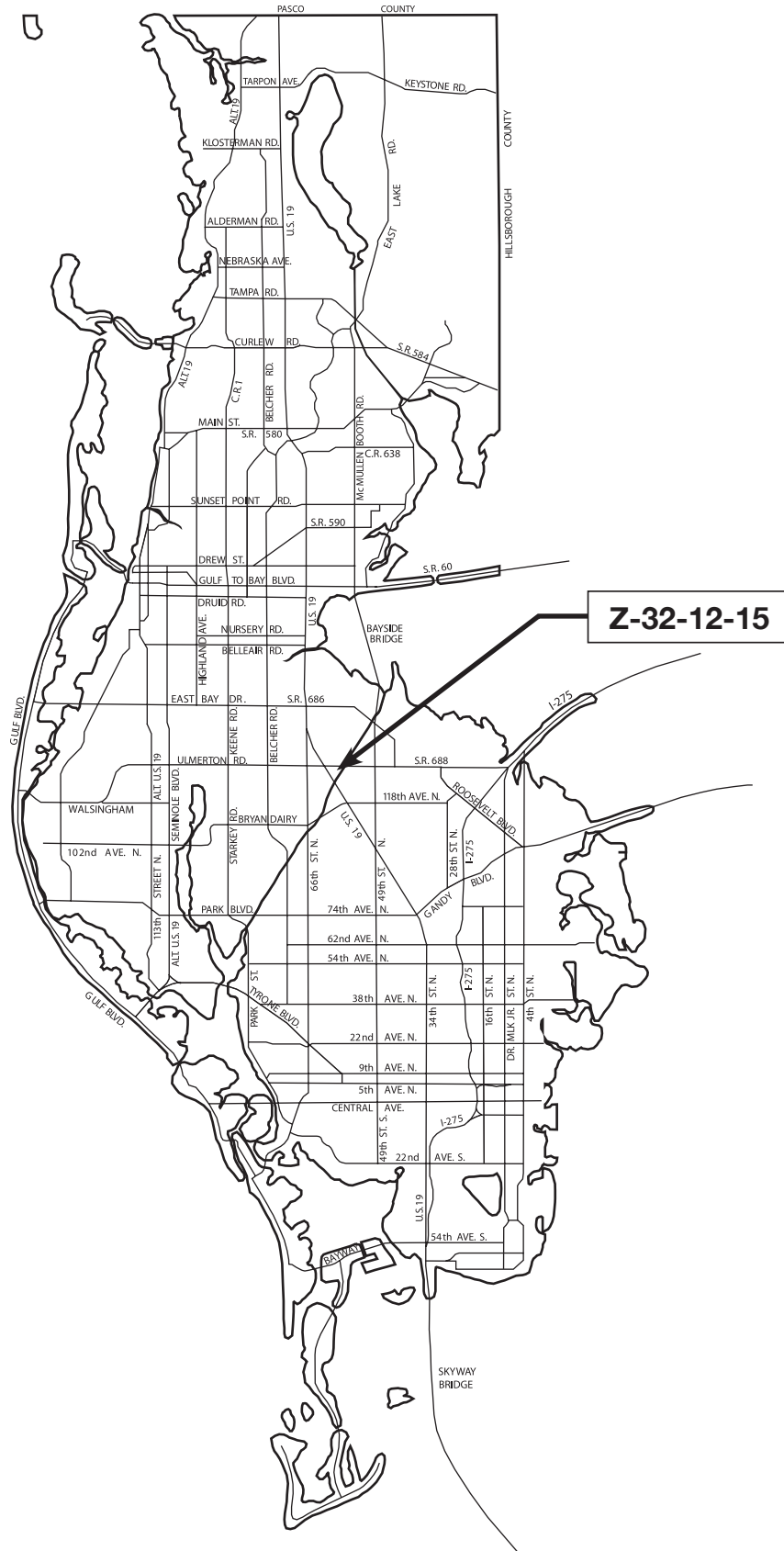
PROPOSED USE: Same

LAND USE: Industrial Limited

ZONING: R-3

Z15-000026

LOCATION MAP



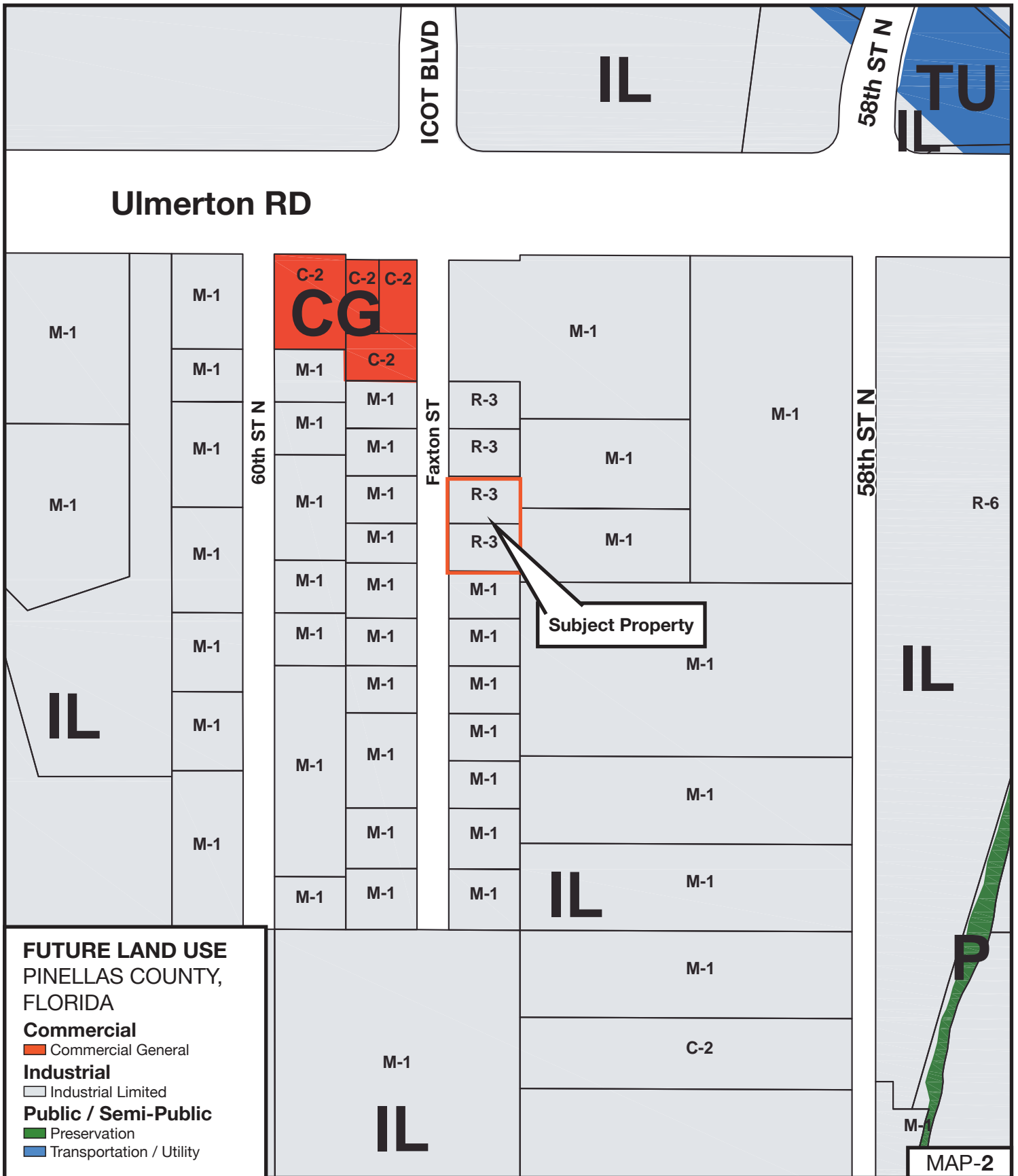
MAP-1

Z-32-12-15

Zone From: R-3 , Single Family Residential
To: M-1, Light Manufacturing & Industry

Parcel I.D. 08/30116/93366/000/0070 & 0060
 Prepared by: Pinellas County Planning Department October 2015





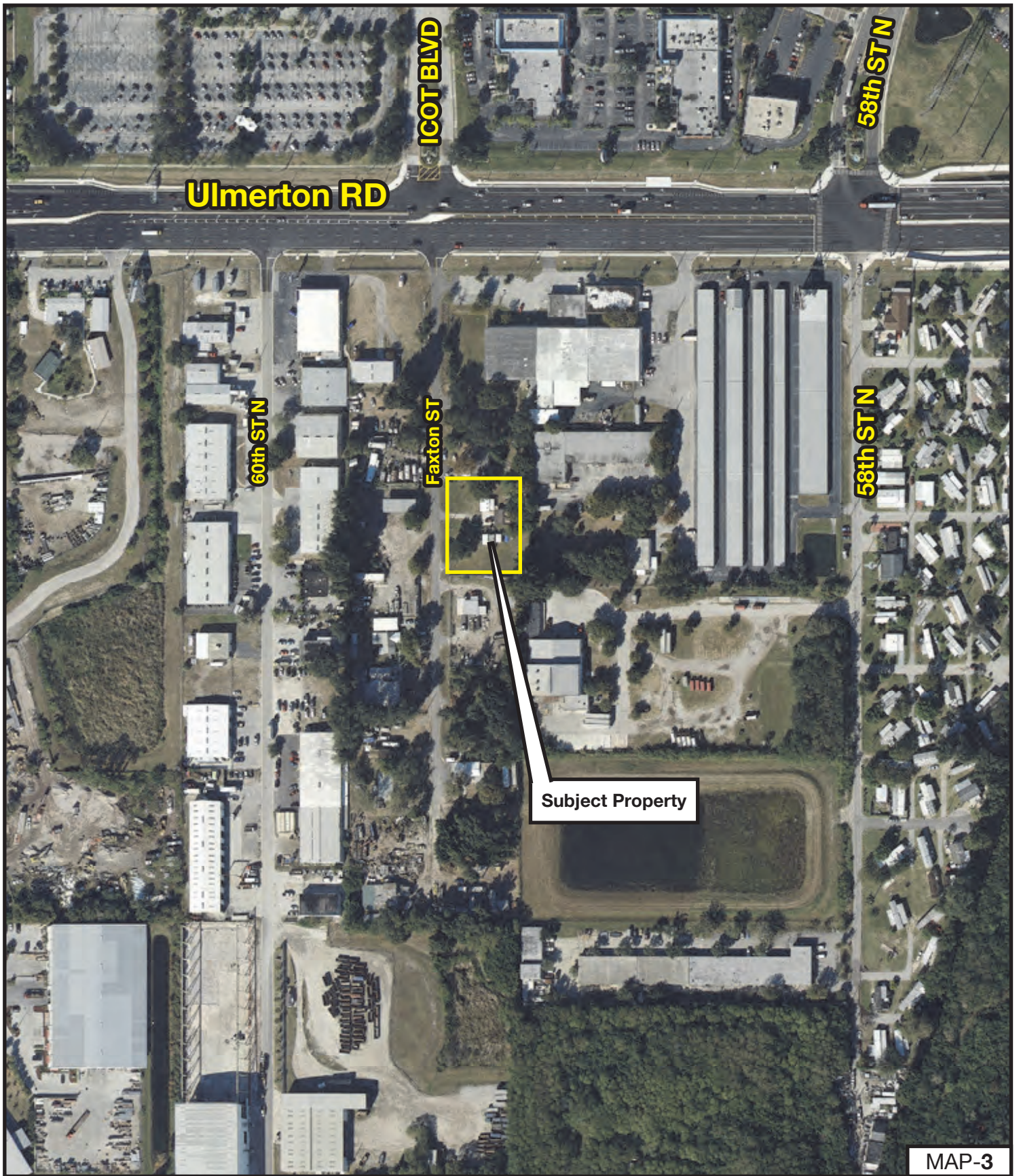
Z-32-12-15

Zone From: R-3 , Single Family Residential
To: M-1, Light Manufacturing & Industry

Parcel I.D. 08/30116/93366/000/0070 & 0060

Prepared by: Pinellas County Planning Department October 2015





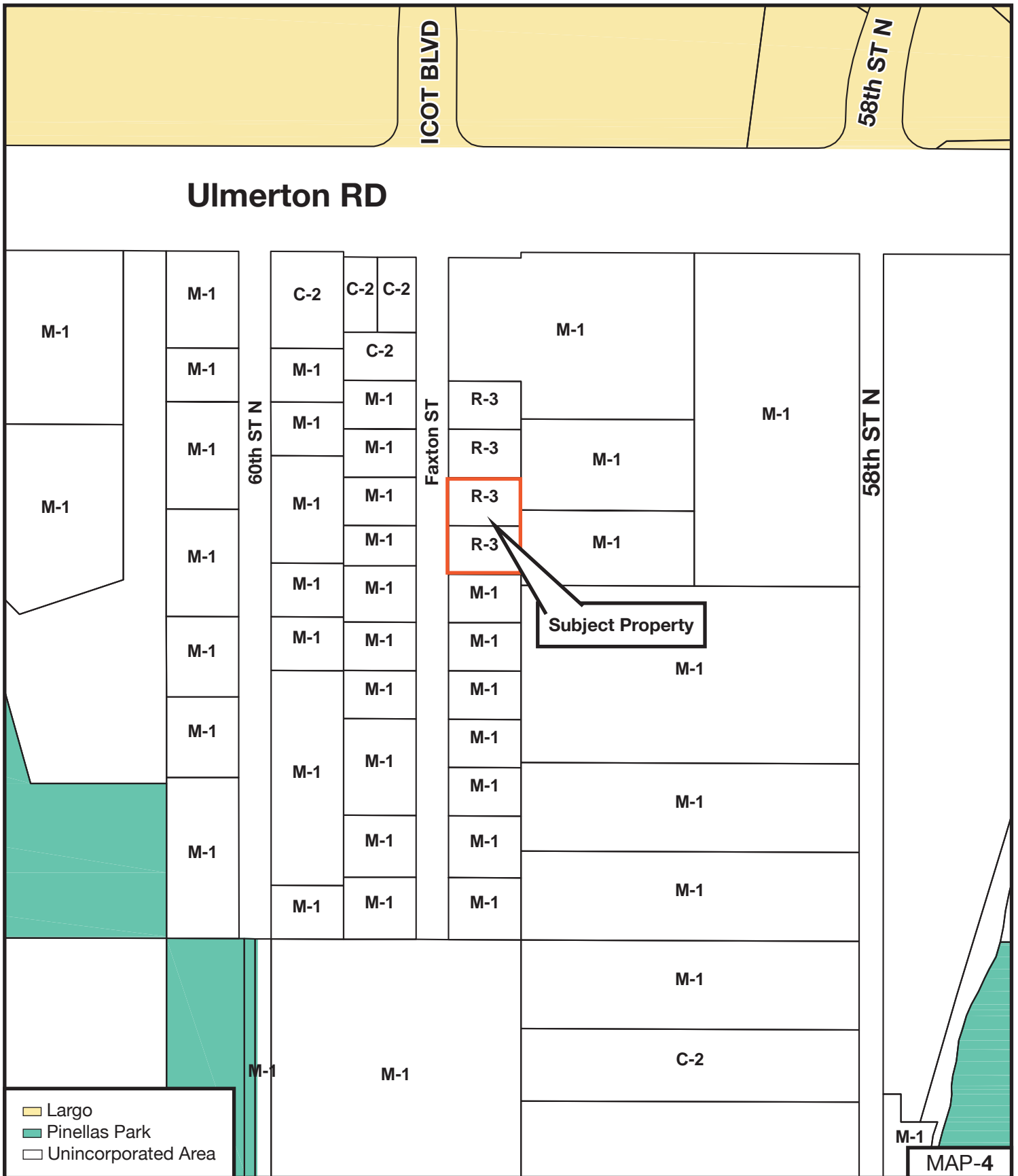
MAP-3

Z-32-12-15

Zone From: R-3 , Single Family Residential
To: M-1, Light Manufacturing & Industry

Parcel I.D. 08/30116/93366/000/0070 & 0060
 Prepared by: Pinellas County Planning Department October 2015





Z-32-12-15

Zone From: R-3 , Single Family Residential
To: M-1, Light Manufacturing & Industry

Parcel I.D. 08/30116/93366/000/0070 & 0060
 Prepared by: Pinellas County Planning Department October 2015



1. Owner: STEWART WITTEL, S WITTEL PROPERTIES LLC
Mailing Address: 711 WATERVIEW LN
TARPON
City: SPRINGS State: FL Zip Code: 34689 Daytime Phone: (727) 483-1654
Email: swittel@tampabay.rr.com

2. Representative's Name: _____
Company Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____ Daytime Phone: (____) _____
Email: _____

3. Disclosure information (This information must be supplied pursuant to County Ordinance No. 74-15):

- A. If the owner is a corporation, partnership, or trust, list all persons (i.e. partners, corporate officers, all members of the trust) who are a party to such as well as anyone who may have a beneficial interest in the property which would be affected by any ruling on their application.

Specify interest held: _____

- B. Is there an existing contract for sale of subject property: _____ Yes ☒ No
If yes, list names of all parties to the contract including all partners, corporate officers, and members of any trust:

Is contract conditional or absolute? _____ Conditional _____ Absolute

- C. Are there any options to purchase on subject property? _____ Yes ☒ No
If so, list names of all parties to option including all partners, corporate officers and members of any trust:

205
From R-3 to M-1

4. This hearing is being requested to consider: REZONING
13233 AND 13243
5. Location of subject property (street address): FAXTON ST CLEARWATER FL 33760
6. Legal Description of Property: (attach additional documents if necessary)
ULMERTON BABY FARMS SUB - LOT 6
ULMERTON BABY FARMS SUB - LOT 7
7. Size of Property: _____ feet by _____ feet, _____ acres
8. Present zoning classification: R3
9. Present Land Use Map designation: IL ²⁰⁵
10. Date subject property acquired: 1985
11. Existing structures and improvements on subject property:
TRAILER SHOP CARPORT SHEDS
12. Proposed structures and improvements will be:
NONE
13. I/We believe this application should be granted because (include in your statement sufficient reasons in law and fact to sustain your position.) (If this request is for a determination of Vested Rights/Appeal Determination, applicants are advised to review the procedural and substantive requirements of Pinellas County Ordinances 89-32 and 89-69) (Attach a separate sheet if necessary).
THIS IS A NOT CONFORMING PROPERTY THAT HAS
EXISTED FOR 30+ YEARS AND THE REQUESTED M1
WILL CORRECT THE INCONSISTENCY, SEE ATTACHED
LETTER DATED SEPT 29, 2015
14. Has any previous application relating to zoning or land use on this property been filed within the last year?
Yes ☒ No ☐ When? _____ In whose name? _____

Briefly state the nature and outcome of the hearing:

15. Does applicant own any property contiguous to subject property? _____ Yes X No
If so, give complete legal description of contiguous property:

16. The following data and exhibits must be submitted with this application and they become a permanent part of the public records:

- a) Plat, if it will have particular bearing on the subject application.
- b) Certification of Ownership: submit a certificate of a duly licensed title or abstract company, or a licensed attorney-at-law, showing that each applicant is the present title holder of record.
(Warranty deeds, title insurance documents, tax receipts, etc. are not acceptable as proof of ownership.)
- c) Preliminary site plan will be required for conditional use applications only (as specified in the Zoning Ordinance, Section 605.301 - see attached).

CERTIFICATION OF OWNERSHIP

I hereby certify that I have read and understand the contents of this application, and that this application together with all supplemental data and information is a true representation of the facts concerning this request, that this application is made with my approval, as owners and applicant, as evidenced by my signature appearing below. It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request and further that if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions and rules and regulations pertaining to the use of the subject property, while under my ownership. I am aware that attendance by me or my authorized representative at all public hearings relative tot this request is required and that failure to attend may result in a denial of the request. It shall be my responsibility to determine time and location of all hearings.

Stewart L Witte

***Signature of Owner or Trustee

Date: Sept 29, 2015

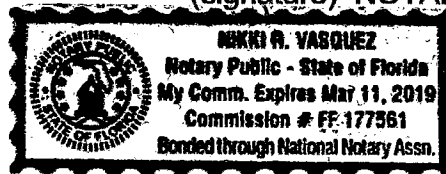
STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 29th day of September, 2015

personally appeared STEWART WITTE
who, being duly sworn, deposes and says that the above is a true and correct certification.

Nikki R Vasquez

(signature) NOTARY PUBLIC



(seal)

***Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized act on behalf o the corporation (Please note question #3).

Sept 29, 2015

To: Ryan Brinson
Pinellas County Planning Department

Per our discussion yesterday concerning properties located on Faxton St, Clearwater, FL, I have attached copies of the code violations per your request.

The scrap wood and weeds will be addressed and resolved this week. The storage violation is based on the R3 zoning.

I will be happy to submit the application for M1 zoning for both lots. It is my understanding that this will allow storage on the vacant lot and will not restrict me from renting and having people living on the other lot as designated caretakers. This is imperative as the property has provided me with rental income for the past 30 years and is part of my retirement investment plan.

I will call to have surveys done this week. This cost \$700.00.

If what I have stated is not correct, please contact me.

Would you please give me copies of the zoning regulations that we reviewed that verifies what I have stated.

I will be contacting S Oberle with Pinellas County Code Enforcement today to tell her I am applying for the zoning change and to request an extension to allow for the time to complete the zoning change.

I will have her contact you if she needs to confirm the actions being taken to resolve the problems.

I will be going to NC for two weeks on Oct 8, but will not leave until the zoning application is complete.

If you have any questions, you can contact me at anytime at the following:

Cell 727 483-1654
swittel@tampabay.rr.com

Stewart Wittel

PINELLAS COUNTY CODE ENFORCEMENT

12211 Walsingham Road Largo, FL 33778, PHONE: (727) 464-4761, FAX: (727) 464-4103

ZONING NOTICE OF VIOLATION

PINELLAS COUNTY LAND DEVELOPMENT CODE

CASE #: CC15-03329

DATE: 09/21/15

NAME OF OWNER/TENANT:

S WITTEL PROPERTIES LLC

711 WATERVIEW LN TARPON SPRINGS FL 34689-2641

Other Responsible Party: NONE

VIOLATION PROPERTY

Parcel ID# N 08/30/16/93366/000/0070

Address: 13233 FAXTON ST CLEARWATER, FL 33760

It has been brought to our attention, and confirmed by a field inspection conducted by this Department, that we have just and reasonable grounds to believe that there is a zoning violation of the Pinellas County Land Development Code, section 138-522 in that this property, which is zoned; R-3, RESIDENTIAL, is in apparent violation of;

SECTION 138-522

Maintaining of accessory structures: i.e. storage buildings without a primary structure on a vacant lot and operation of a trailer, boat and semi-tractor trailer storage facility on a residentially zoned parcel. This is:

A NON-PERMITTED USE

To correct this violation it will be necessary to; (N) store all of these items within a totally enclosed, permitted structure on the property; (Y) Or remove all of the items from the property; (N) Or obtain a zoning clearance;

(Y) Or cease this use of the property.

(N) OTHER

We ask your cooperation in correcting this violation prior to 10/04/15. Another inspection will occur after that date to verify compliance. Failure to comply may result in a citation for a fine in County Court and/or notice for hearing before the Special Magistrate. The Special Magistrate has the authority to impose fines of up to \$1000.00 for each day the violation continues. If the violation is corrected and then repeated, or if the violation is not corrected by the above specified time, the case may be brought for hearing even if the violation is corrected prior to hearing. Subsequent violations of this same section of the Code may result in immediate imposition of fines without additional notice.

Please help us keep your neighborhood the best it can be. If you have any questions or don't understand this notice please contact me before 8 A.M. or after 2 P.M. at 464-3107. If I am not available, you may leave a message on my VOICEMAIL and I will return your call as soon as possible.

S OBERLE _____, Code Officer
Code Enforcement Officer



Officer's Signature

PINELLAS COUNTY CODE ENFORCEMENT

12211 Walsingham Road Largo, FL 33778, PHONE: (727) 464-4761, FAX: (727) 464-4103

TRASH NOTICE OF VIOLATION PINELLAS COUNTY CODE, SECTION 58-304

CASE #: CC15-03328

DATE: 09/21/15

NAME OF OWNER/TENANT

S WITTEL PROPERTIES LLC

711 WATERVIEW LN TARPON SPRINGS FL 34689-2641

Other Responsible Party: NONE

VIOLATION PROPERTY

Parcel ID# N 08/30/16/93366/000/0070

Address: 13233 FAXTON ST CLEARWATER, FI 33760

It has been brought to our attention and confirmed by a field inspection conducted by this Department, that we have just and reasonable grounds to believe that there is a violation of Pinellas County Code, section 58-304, in that the property indicated is being utilized and continues to be utilized for the placement of:

(Y) TRASH (Y) DEBRIS (N) JUNK (N) GARBAGE (N) REFUSE (Y) RUBBISH

Scrap lumber materials and scrap pvc pipes as well as areas
of overgrown grass and weeds

To correct this violation it will be necessary to remove all offending items from this property.

We ask your cooperation in correcting this violation prior to 10/04/15. Another inspection will occur after that date to verify compliance. Failure to comply may result in a citation for a fine in County Court and/or notice for hearing before the Special Magistrate. The Special Magistrate has the authority to impose fines of up to \$1000.00 for each day the violation continues. If the violation is corrected and then repeated, or if the violation is not corrected by the above specified time, the case may be brought for hearing even if the violation is corrected prior to hearing. Subsequent violations of this same section of the Code may result in immediate imposition of fines without additional notice.

Please help us keep your neighborhood the best it can be. If you have any questions or don't understand this notice please contact me before 8 A.M. or after 2 P.M. at 464-3107. If I am not available, you may leave a message on my VOICEMAIL and I will return your call as soon as possible.

S OBERLE , Code Officer
Code Enforcement Officer



Officer's Signature

CASE SUMMARY
CASE NO. Z-33-12-15
(Quasi-Judicial)

PRC MEETING: November 9, 2015 @ 10:00 AM-1st Floor, Planning Conf Room

LPA HEARING: December 10, 2015 @ 9:00 AM-5th Floor, Board Assembly Room

BCC HEARING: January 26, 2016 @ 6:00 PM-5th Floor, Board Assembly Room

PPC HEARING: , 2016 @ 3:00 PM-5th Floor, Board Assembly Room

FINAL DETERMINATION BY: April 12, 2016

APPLICANT'S NAME: Pinellas County

REQUEST: Zone change from: A-E, Agricultural Estate Residential
to: P/SP, Public/Semi-Public

CASE DESCRIPTION: Approximately 10.3 acres located at 29582 US Highway 19 North in the unincorporated area of Dunedin (19/28/16/00000/210/0110 & 0100). A legal description is available in file upon request.

APPLICANT/ADDRESS: Pinellas County
General Services/North County Office
315 Court Street
Clearwater, FL 33756

REP/ADDRESS: Gordon Beardslee
Planning Department
310 Court Street
Clearwater, FL 33756

NOTICES SENT TO: Pinellas County, Gordon Beardslee, Mike Meidel-Economic Development Council, DOT, Clint Herbic-Pinellas County School Board, BCC Office & Surrounding Owners

EXISTING USE: Government Center

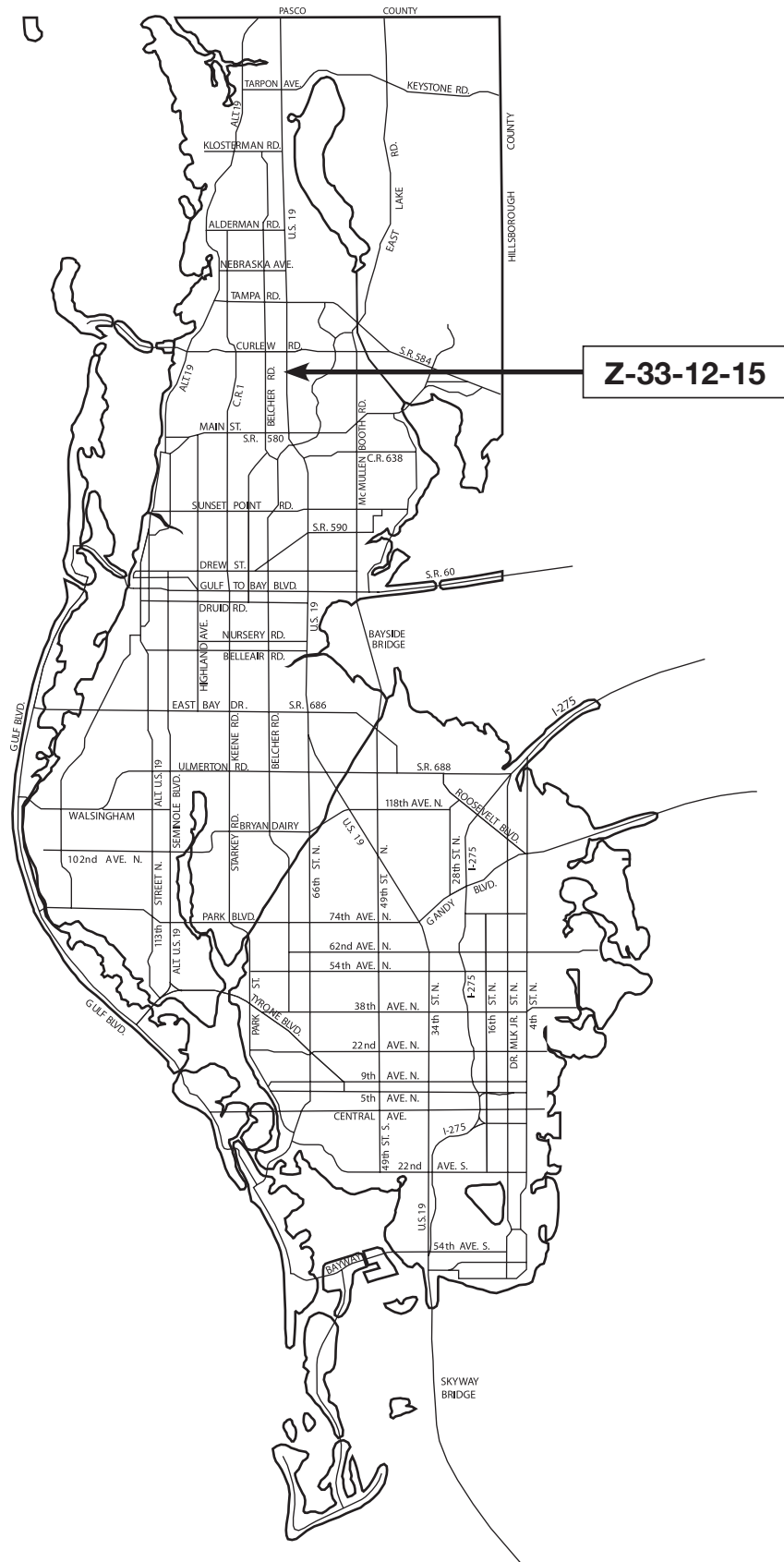
PROPOSED USE: Government Center

LAND USE: Institutional

ZONING: A-E

Z15-000028

LOCATION MAP



MAP-1

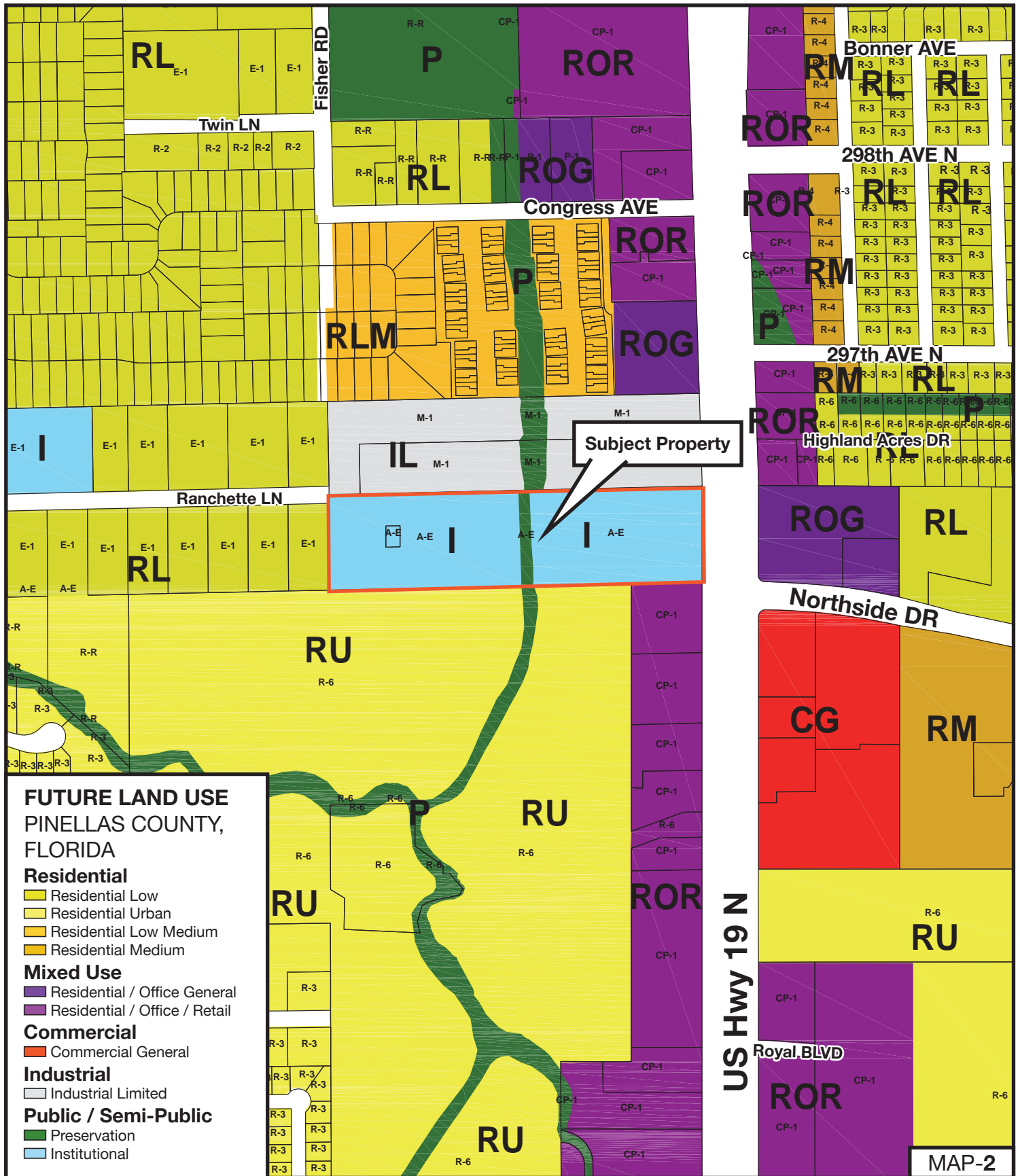
Z-33-12-15

Zone From: A-E, Agricultural Estate Residential
To: P/SP, Public/Semi-Public

Parcel I.D. 19/28/16/00000/210/0110 & 0100

Prepared by: Pinellas County Planning Department October 2015





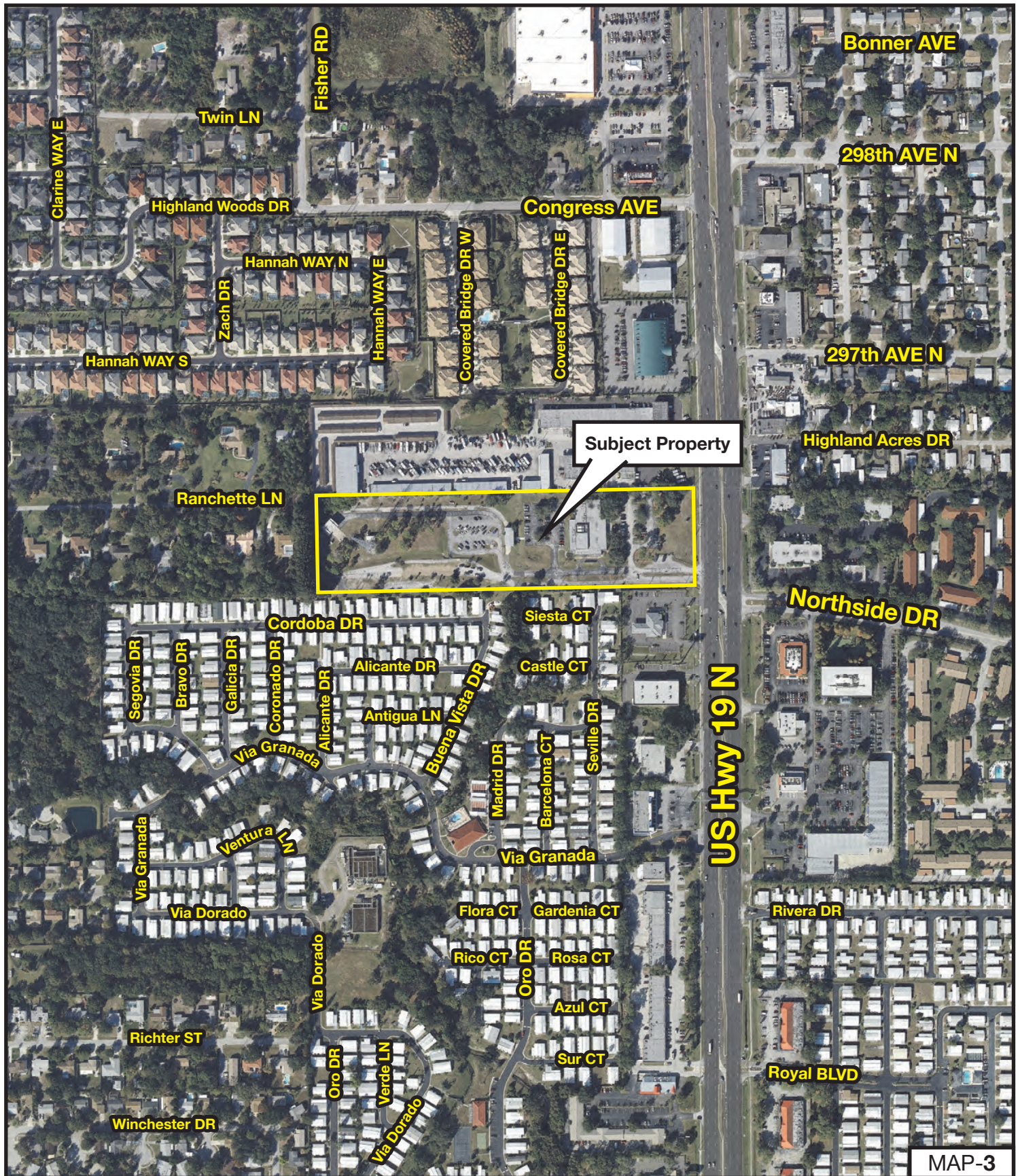
Z-33-12-15

Zone From: A-E, Agricultural Estate Residential
To: P/SP, Public/Semi-Public

Parcel I.D. 19/28/16/00000/210/0110 & 0100

Prepared by: Pinellas County Planning Department October 2015





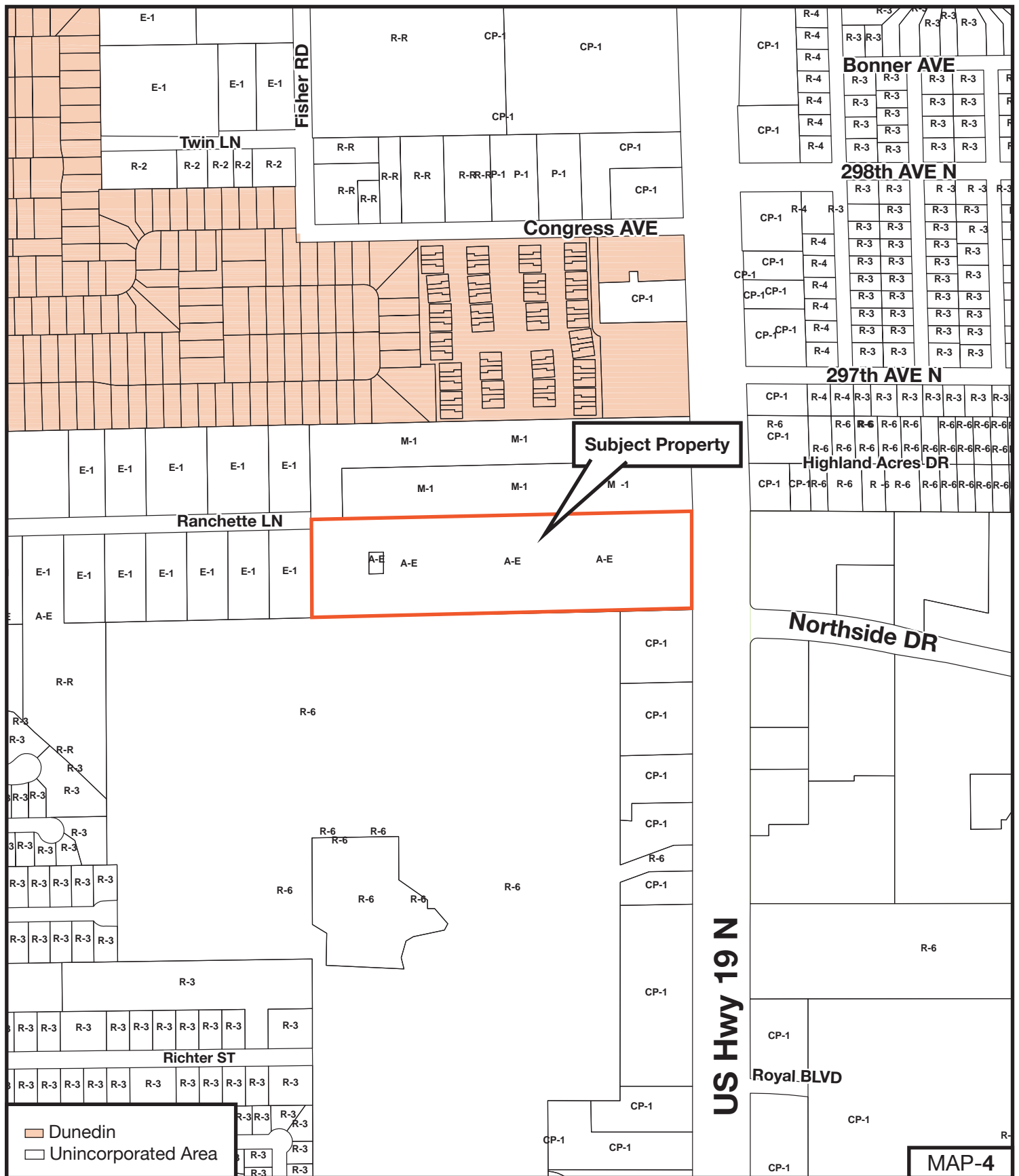
MAP-3

Z-33-12-15

Zone From: A-E, Agricultural Estate Residential
To: P/SP, Public/Semi-Public

Parcel I.D. 19/28/16/00000/210/0110 & 0100
 Prepared by: Pinellas County Planning Department October 2015





Z-33-12-15

Zone From: A-E, Agricultural Estate Residential
To: P/SP, Public/Semi-Public

Parcel I.D. 19/28/16/00000/210/0110 & 0100

Prepared by: Pinellas County Planning Department October 2015



MAP-4

Parcel Detail

**PA Data Related
Data**



Print Window



Close Window



Property Appraiser Database



Tax Collector Database

Parcel Id: 19/28/16/00000/210/0100

Site Address: 29582 US HIGHWAY 19 N

Owner/Address:

PINELLAS COUNTY
ATTN: GEN SERV/ N CNTY OFFICE
315 COURT ST
CLEARWATER
FL
33756-5165

Total Parcel Acreage: 10.195
Total Polygon Acreage: 10.195
Municipality: 25 - UNINCORPORATED
Evacuation Zone: X
Planning Sector: 4 - Greater Dunedin Area
Trans Impact Fee District: 4 - Greater Dunedin Area
BCC At-Large District: 2 - Pat Gerard
BCC Single Member District: 4 - Dave Eggers
Tax District: DTF
District Overlay:
Fire District: 06 - Dunedin

Land Use

Land Use Code	Acreage	Units
912.86	5.142	0
912.86	4.708	0
000.96	.342	0

Total Units: 0

Notes:

within 330 ft of Eagles Nest : No
within 660 ft of Eagles Nest : No

1. Owner: Pinellas County
Mailing Address: 310 Court Street
City: Clearwater State: FL Zip Code: 33756 Daytime Phone: (727) 464-8226
Email: gbeardsl@pinellascounty.org

2. Representative's Name: Gordon Beardslee
Company Name: Pinellas County
Mailing Address: 310 Court Street
City: Clearwater State: FL Zip Code: 33756 Daytime Phone: (727) 464-8226
Email: gbeardsl@pinellascounty.org

3. Disclosure information (This information must be supplied pursuant to County Ordinance No. 74-15):

- A. If the owner is a corporation, partnership, or trust, list all persons (i.e. partners, corporate officers, all members of the trust) who are a party to such as well as anyone who may have a beneficial interest in the property which would be affected by any ruling on their application.

Specify interest held: _____

- B. Is there an existing contract for sale of subject property: _____ Yes ☒ No
If yes, list names of all parties to the contract including all partners, corporate officers, and members of any trust:

Is contract conditional or absolute? _____ Conditional _____ Absolute

- C. Are there any options to purchase on subject property? _____ Yes ☐ No
If so, list names of all parties to option including all partners, corporate officers and members of any trust:

From AE TO P/SP

4. This hearing is being requested to consider: Zoning change to Public/Semi-Public
5. Location of subject property (street address): 29582 US 19 North, Clearwater, FL 34684
6. Legal Description of Property: (attach additional documents if necessary)

7. Size of Property: _____ feet by _____ feet, 10.2 acres
8. Present zoning classification: AE
9. Present Land Use Map designation: 8612 - Inst.
10. Date subject property acquired: _____
11. Existing structures and improvements on subject property:
~~Structures/Pavement~~ _____

12. Proposed structures and improvements will be:
~~Building Additions & additional Pavement. Driving Course~~
H2C3 Collection Site (Household Electronics and Chemical Collection Center)
13. I/We believe this application should be granted because (include in your statement sufficient reasons in law and fact to sustain your position.) (If this request is for a determination of Vested Rights/Appeal Determination, applicants are advised to review the procedural and substantive requirements of Pinellas County Ordinances 89-32 and 89-69) (Attach a separate sheet if necessary).

14. Has any previous application relating to zoning or land use on this property been filed within the last year?
____ Yes ☒ No When? _____ In whose name? _____

Briefly state the nature and outcome of the hearing:

15. Does applicant own any property contiguous to subject property? _____ Yes ☒ No
If so, give complete legal description of contiguous property:

16. The following data and exhibits must be submitted with this application and they become a permanent part of the public records:

- a) Plat, if it will have particular bearing on the subject application.
- b) Certification of Ownership: submit a certificate of a duly licensed title or abstract company, or a licensed attorney-at-law, showing that each applicant is the present title holder of record.
(Warranty deeds, title insurance documents, tax receipts, etc. are not acceptable as proof of ownership.)
- c) Preliminary site plan will be required for conditional use applications only (as specified in the Zoning Ordinance, Section 605.301 - see attached).

CERTIFICATION OF OWNERSHIP

I hereby certify that I have read and understand the contents of this application, and that this application together with all supplemental data and information is a true representation of the facts concerning this request, that this application is made with my approval, as owners and applicant, as evidenced by my signature appearing below. It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request and further that if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions and rules and regulations pertaining to the use of the subject property, while under my ownership. I am aware that attendance by me or my authorized representative at all public hearings relative to this request is required and that failure to attend may result in a denial of the request. It shall be my responsibility to determine time and location of all hearings.

Andrew W. PVPKE

***Signature of Owner or Trustee

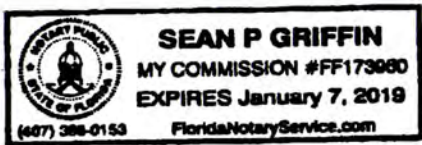
Date: _____

10/23/15

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 23 day of OCTOBER, 20 15

personally appeared ANDREW W. PVPKE
who, being duly sworn, deposes and says that the above is a true and correct certification.



[Signature]
(signature) NOTARY PUBLIC
(seal)

***Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized act on behalf o the corporation (Please note question #3).

Legal Description
29582 US 19 North – Clearwater

**N 1/2 OF N 1/2 OF NE 1/4 OF NW 1/4 OF SEC LESS RD R/W & LESS S 75FT
OF N 190 FT OF W 50FT OF E 1220FT OF NW 1/4 OF SEC PER O.R.
14433/1449 CONT 10.2AC(C)**

PARCEL ID #19-28-16-00000-210-0100

Legal - 192816000002100110

Print Window



Close Window

Date Last Changed: 22-Oct-2015

Book/Page: 14433/1449

Legal:

(LANDLEASE THROUGH 2019) S 75FT OF N 190FT OF W 50 F T OF E 1220FT OF
NW 1/4 (P
ER O.R. 14433 PG 1449)

CASE SUMMARY
CASE NO. Z/LU-34-12-15
(Quasi-Judicial)

PRC MEETING: November 9, 2015 @ 10:00 AM-1st Floor, Planning Conf Room

EXAMINER'S HEARING: December 10, 2015 @ 9:00 AM-5th Floor, Board Assembly Room

BCC HEARING: January 26, 2016 @ 6:00 PM-5th Floor, Board Assembly Room

PPC HEARING: 2016 @ 3:00 PM-5th Floor, Board Assembly Room

FINAL DETERMINATION BY: April 12, 2016

APPLICANT'S NAME: Kamran & Dori Rouhani, & Parviz Rouhani, A.E.C. 2159 LLC, and Emerald Garden Real Estate, Inc.

REQUEST: Zone change from: A-E, Agricultural Estate Residential & R-R, Rural Residential
to: IL-CO, Institutional Limited-Conditional Overlay

Land Use change from: Residential Suburban
to: Institutional

Conditional Overlay limiting the use of the property for skilled nursing, assisted living, memory care, and/or rehabilitative services, with physician support facilities for such uses (but not for external patients or clients), with a maximum of 60 beds.

CASE DESCRIPTION: Approximately 2.5 acres located 680 feet north of Union Street on the west side of McMullen Booth Road in the unincorporated area of Clearwater (street addresses being: 2159, 2167, and 2175 McMullen Booth Road) (33/28/16/00000/330/0400, 0500, 0510 & 0600). A legal description is available in file upon request.

APPLICANT/ADDRESS: Kamran & Dori Rouhani & Parviz Rouhani
1815 Eagle Trace Boulevard
Palm Harbor, FL 34685

Emerald Garden Real Estate, Inc.
2175 North McMullen Booth Road

A.E.C. 2159, LLC
2159 North McMullen Booth Road

Z/LU-34-12-15

REP/ADDRESS:

Kamran Rouhani
Emerald Garden, Inc.
2159 McMullen Booth Road
Clearwater, FL 33759

NOTICES SENT TO:

Kamran & Dori Rouhani, Parviz Rouhani, A.E.C, 2159, LLC & Emerald Garden Real Estate, Inc., Clearwater, Safety Harbor, Mike Meidel-Economic Development Council, DOT, Clint Herbic-Pinellas County School Board, BCC Office & Surrounding Owners

EXISTING USE:

Single Family Home, Vacant, and ALF

PROPOSED USE:

ALF/MCF, Rehab Center with Doctor's O

LAND USE:

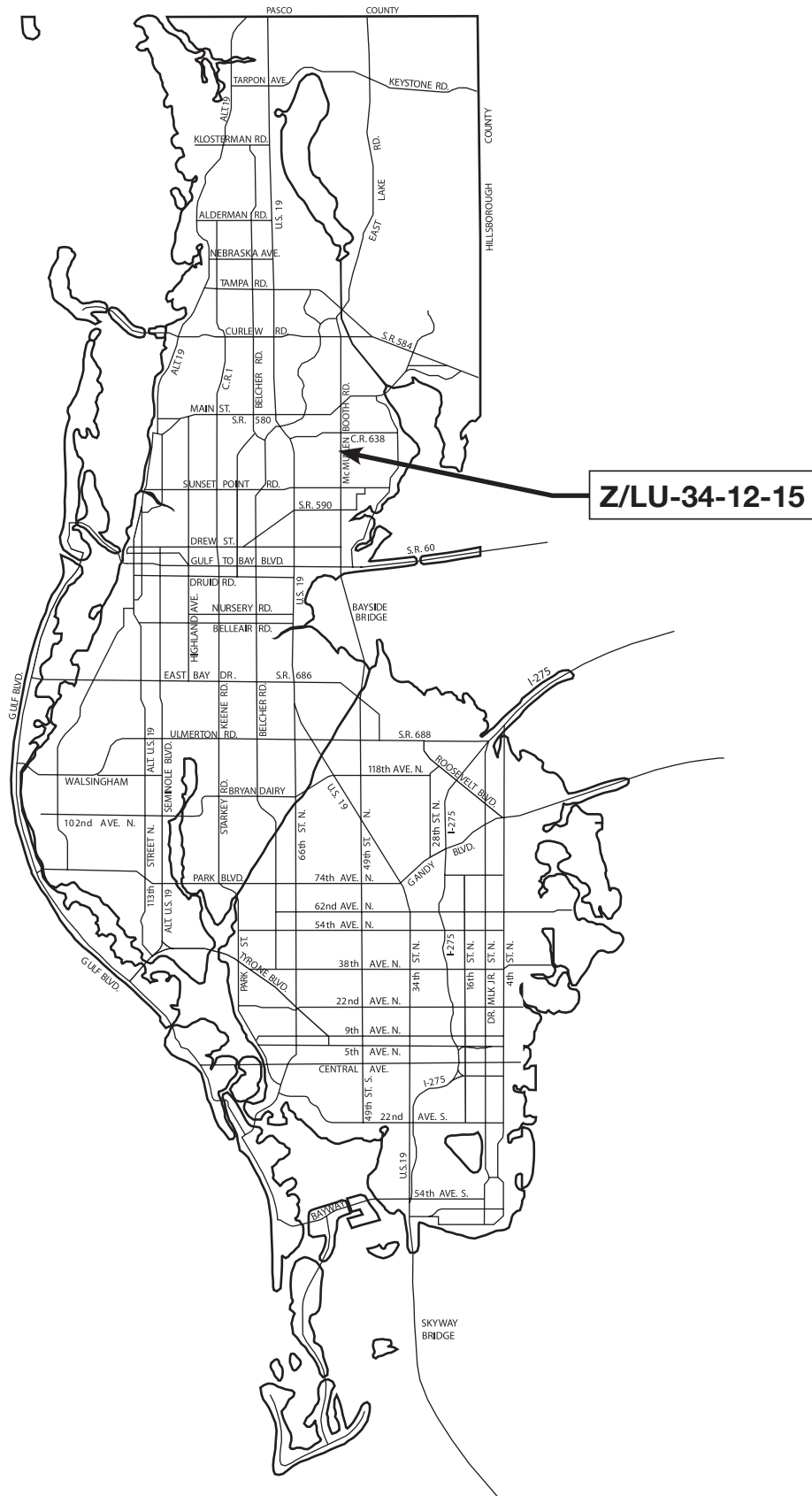
Residential Suburban

ZONING:

A-E

Z15-000029

LOCATION MAP



MAP-1

Z/LU-34-12-15

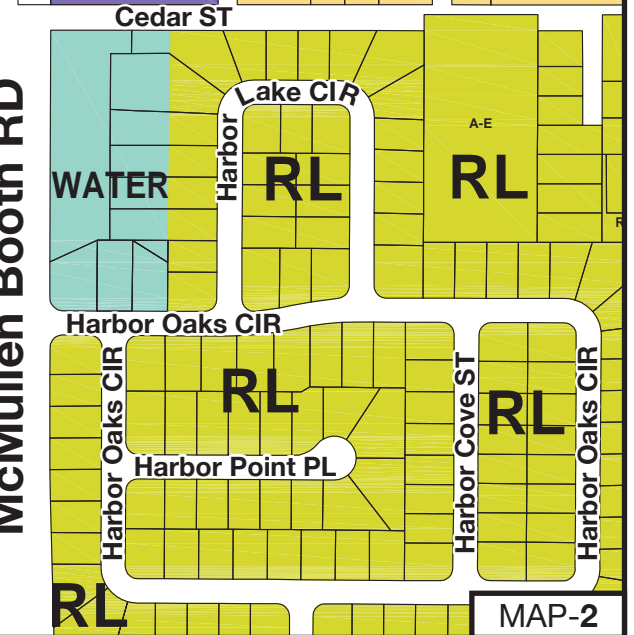
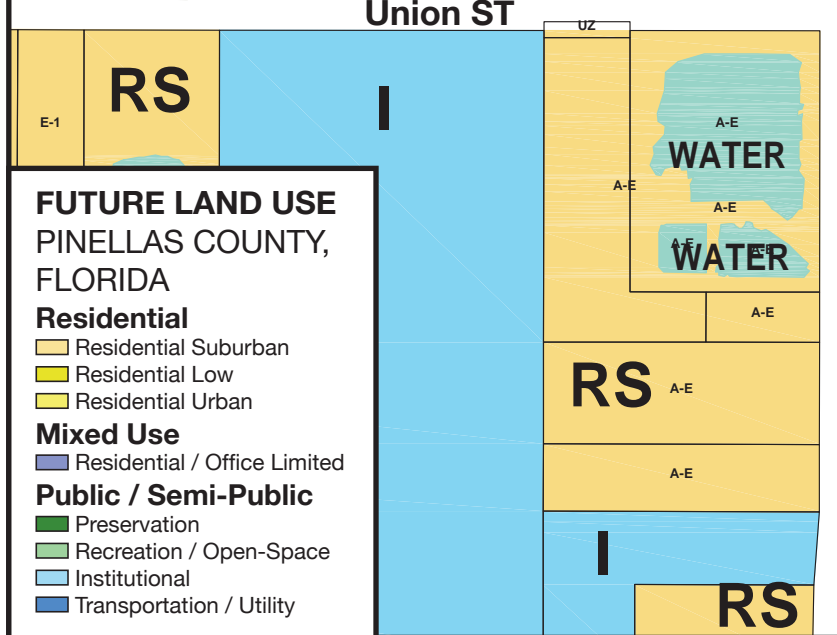
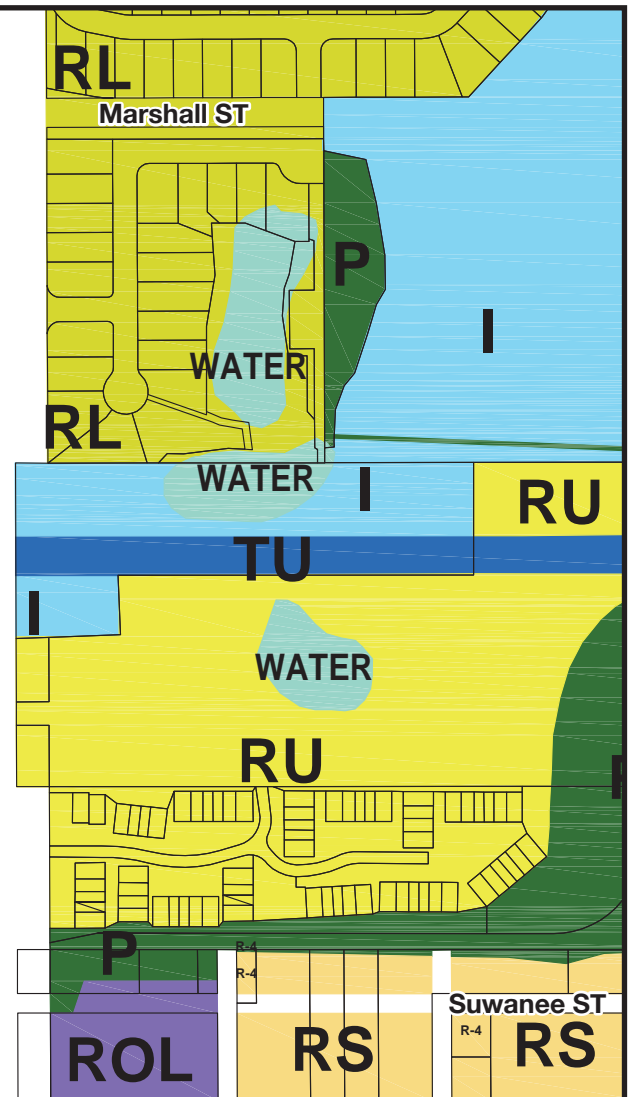
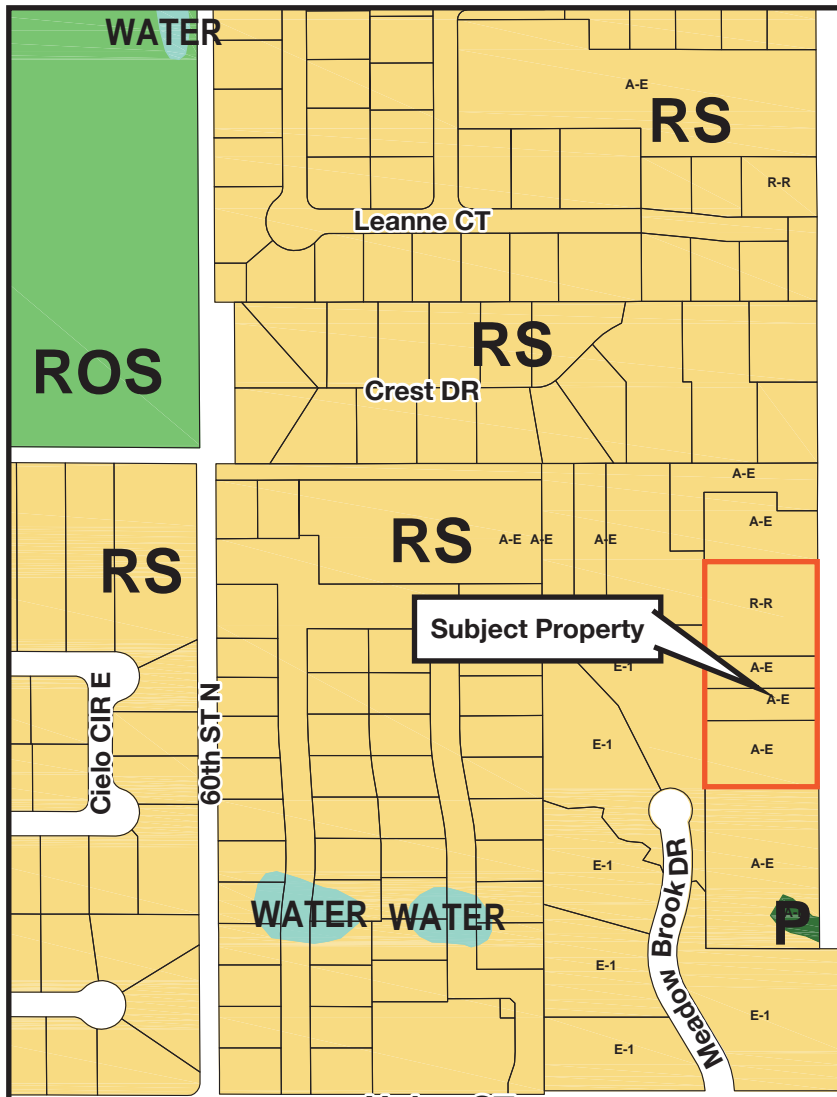
Zoning From: A-E, Agricultural Estate Residential & R-R, Rural Residential
To: IL-CO, Institutional Limited - Conditional Overlay

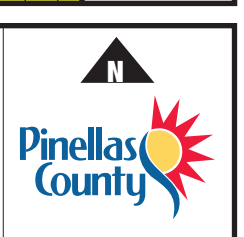
Land Use From: Residential Suburban
To: Institutional

Parcel I.D. 33/28/16/00000/330/0400, 0500, 0510 & 0600
Prepared by: Pinellas County Planning Department October 2015

Conditional Overlay limiting the use of the property to skilled nursing, assisted living, memory care, and/or rehabilitative services, with physician support facilities for such uses (but not for external patients or clients), with a maximum of 60 beds.





<p>Z/LU-34-12-15</p>	<p>Zoning From: A-E, Agricultural Estate Residential & R-R, Rural Residential To: IL-CO, Institutional Limited - Conditional Overlay</p> <p>Land Use From: Residential Suburban To: Institutional</p>	<p>Conditional Overlay limiting the use of the property to skilled nursing, assisted living, memory care, and/or rehabilitative services, with physician support facilities for such uses (but not for external patients or clients), with a maximum of 60 beds.</p>	
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Parcel I.D. 33/28/16/00000/330/0400, 0500, 0510 & 0600
Prepared by: Pinellas County Planning Department October 2015



MAP-3

Z/LU-34-12-15

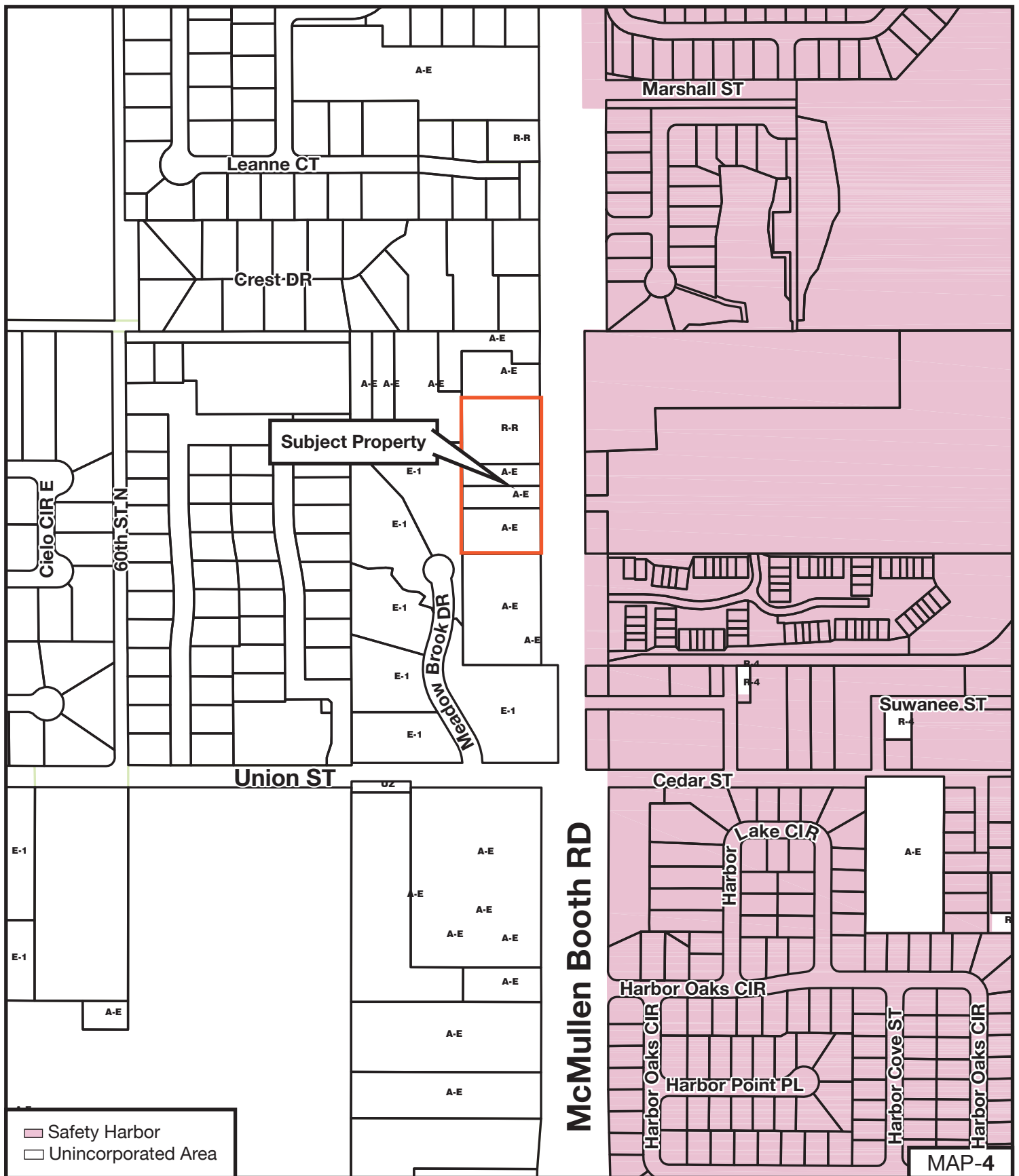
Zoning From: A-E, Agricultural Estate Residential & R-R,
Rural Residential
To: IL-CO, Institutional Limited - Conditional Overlay

Land Use From: Residential Suburban
To: Institutional

Parcel I.D. 33/28/16/00000/330/0400, 0500, 0510 & 0600
Prepared by: Pinellas County Planning Department October 2015

Conditional Overlay limiting the use of the property to skilled nursing, assisted living, memory care, and/or rehabilitative services, with physician support facilities for such uses (but not for external patients or clients), with a maximum of 60 beds.





Z/LU-34-12-15

Zoning From: A-E, Agricultural Estate Residential & R-R, Rural Residential
 To: IL-CO, Institutional Limited - Conditional Overlay

Land Use From: Residential Suburban
 To: Institutional

Parcel I.D. 33/28/16/00000/330/0400, 0500, 0510 & 0600
 Prepared by: Pinellas County Planning Department October 2015

Conditional Overlay limiting the use of the property to skilled nursing, assisted living, memory care, and/or rehabilitative services, with physician support facilities for such uses (but not for external patients or clients), with a maximum of 60 beds.



1. Owner: Please see the attached. (Multiple owners)
Mailing Address: _____
City: _____ State: _____ Zip Code: _____ Daytime Phone: (____) _____
Email: _____

2. Representative's Name: Kamran Rouhani
Company Name: Emerald Garden, Inc.
Mailing Address: 2159 McMullen Booth Road
City: Clearwater State: FL Zip Code: 33759-1418 Daytime Phone: (727) 723-1332
Email: krouhani@aec-inc.com

3. Disclosure information (This information must be supplied pursuant to County Ordinance No. 74-15):

- A. If the owner is a corporation, partnership, or trust, list all persons (i.e. partners, corporate officers, all members of the trust) who are a party to such as well as anyone who may have a beneficial interest in the property which would be affected by any ruling on their application.

Please see the attached.

Specify interest held: Partners

- B. Is there an existing contract for sale of subject property: _____ Yes ☒ No
If yes, list names of all parties to the contract including all partners, corporate officers, and members of any trust:

Not Applicable

Is contract conditional or absolute? _____ Conditional _____ Absolute

- C. Are there any options to purchase on subject property? _____ Yes ☐ No
If so, list names of all parties to option including all partners, corporate officers and members of any trust:

Not Applicable

4. This hearing is being requested to consider: Rezoning to IL, and Change of L/U to I with a conditional overlay.

5. Location of subject property (street address): 2159, 2167, and 2175 McMullen Booth Rd

6. Legal Description of Property: (attach additional documents if necessary)

Please see the attached. (Four Parcels)

7. Size of Property: 466 feet by 233 feet, 2.49 acres

8. Present zoning classification: A-E and R-R

9. Present Land Use Map designation: R-S

10. Date subject property acquired: Attached

11. Existing structures and improvements on subject property:

Parcel 1: Vacant, Parcel 2: Vacant, Parcel 3: Single-family house, Parcel 4: ALF with parking and stormwater

12. Proposed structures and improvements will be:

ALF/MCF, Rehabilitation, Doctor's offices, with associated parking, utilities, and stormwater features.

13. I/We believe this application should be granted because (include in your statement sufficient reasons in law and fact to sustain your position.) (If this request is for a determination of Vested Rights/Appeal Determination, applicants are advised to review the procedural and substantive requirements of Pinellas County Ordinances 89-32 and 89-69) (Attach a separate sheet if necessary).

Please see the attached.

14. Has any previous application relating to zoning or land use on this property been filed within the last year?
☒ Yes ☐ No When? In whose name?

Briefly state the nature and outcome of the hearing:

A portion of the property previously was granted a special exception, approval by the Board of Adjustments, which prior approval was ratified by the BOA in May, 2015. The Applicants reserve all pre-existing rights under said prior approval, in the event this application is not approved with the conditional overlay, on terms and conditions acceptable to the Applicants.

15. Does applicant own any property contiguous to subject property? _____ Yes ☒ No
If so, give complete legal description of contiguous property:

16. The following data and exhibits must be submitted with this application and they become a permanent part of the public records:

- a) Plat, if it will have particular bearing on the subject application.
- b) Certification of Ownership: submit a certificate of a duly licensed title or abstract company, or a licensed attorney-at-law, showing that each applicant is the present title holder of record.
(Warranty deeds, title insurance documents, tax receipts, etc. are not acceptable as proof of ownership.)
- c) Preliminary site plan will be required for conditional use applications only (as specified in the Zoning Ordinance, Section 605.301 - see attached).

CERTIFICATION OF OWNERSHIP

I hereby certify that I have read and understand the contents of this application, and that this application together with all supplemental data and information is a true representation of the facts concerning this request, that this application is made with my approval, as owners and applicant, as evidenced by my signature appearing below. It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request and further that if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions and rules and regulations pertaining to the use of the subject property, while under my ownership. I am aware that attendance by me or my authorized representative at all public hearings relative to this request is required and that failure to attend may result in a denial of the request. It shall be my responsibility to determine time and location of all hearings.



***Signature of Owner or Trustee

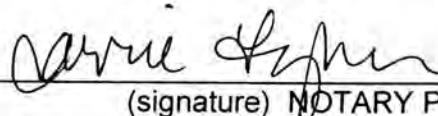
Date: _____

10/17/15

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 17 day of October, 20 15

personally appeared Kamran Fouhani
who, being duly sworn, deposes and says that the above is a true and correct certification.



(signature) NOTARY PUBLIC

(seal)

***Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized act on behalf o the corporation (Please note question #3).

**TEW & ASSOCIATES
ATTORNEYS AT LAW**

JOEL R. TEW, ESQUIRE

THE OAKS OF PALM HARBOR FINANCIAL CENTER
2999 PALM HARBOR BOULEVARD, SUITE A
PALM HARBOR, FLORIDA 34683

TELEPHONE:
(727) 216-6575

LEGAL ASSISTANT:
CINDY R. TEW

LEGAL ADMINISTRATOR:
LINDA B. SCHUMACHER

Email: jtew@tewlaw.us

October 20, 2015

Planning Department
Pinellas County, Florida
310 Court Street
Clearwater, FL 33756

**Re: Rouhani-Emerald Garden Real Estate, Inc. et al/Ownership
Certification Letter/Zoning & Land Use Change Application**

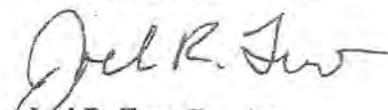
Ladies & Gentlemen:

This letter is to certify that the current fee simple owners of the four (4) real estate parcels which comprise the above-referenced application for zoning and land use change, with conditional overlay, are as follows:

<u>Parcel 1:</u>	2167 North McMullen Booth Road; Tax Parcel 33/28/16/00000/330/0510
<u>Owners:</u>	Kamran Rouhani, Dori Rouhani, and Parviz Rouhani
<u>Parcel 2:</u>	Tax Parcel 33/28/16/00000/330/0500
<u>Owners:</u>	Kamran Rouhani, Dori Rouhani, and Parviz Rouhani
<u>Parcel 3:</u>	2175 North McMullen Booth Road; Tax Parcel 33/28/16/00000/330/0400
<u>Owner:</u>	Emerald Garden Real Estate, Inc.
<u>Parcel 4:</u>	2159 North McMullen Booth Road; Tax Parcel 33/28/16/00000/330/0600
<u>Owner:</u>	A.E.C. 2159, LLC

Very Truly Yours,

TEW & ASSOCIATES


Joel R. Tew, Esquire

JRT/lbs

PINELLAS COUNTY, FLORIDA AND RUN SOUTH 00D16'32" EAST, ALONG THE EAST BOUNDARY LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 33, 528.00 FEET; THENCE SOUTH 89D55'32" WEST, 100.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF MCMULLEN BOOTH ROAD FOR A POINT OF BEGINNING; THENCE SOUTH 00D16'32" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 135.98 FEET TO THE SOUTH LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 33; THENCE SOUTH 89D56'04" WEST, ALONG SAID SOUTH LINE 233.20 FEET TO THE WEST BOUNDARY LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 33, SAID LINE ALSO BEING THE EAST BOUNDARY LINE OF LOT 3, MEADOW BROOK PLACE AS RECORDED IN PLAT BOOK 77, PAGE 86, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE NORTH 00D10'19" WEST, ALONG SAID WEST BOUNDARY LINE 135.95 FEET; THENCE NORTH 89D55'32" EAST, 233.27 FEET TO THE POINT OF BEGINNING.

Date Property Acquired: November 14, 2005

Existing Structures: One Assisted Living Facility with associated parking and utilities

Evacuation Zone: X, FEMA Map# 12103C 0127G, Eff. Date 09-03-2003

13. We believe this application should be granted because:

- The building height will be limited to 35'.
- The maximum amount of beds will be limited to 60.
- The intent is to use the new conditional overlay tool to limit the maximum development potential, as mentioned above, in order to safeguard and reduce the potential for impacts to the surrounding properties, the environment, and the McMullen Booth Road Scenic Non-Commercial Corridor.
- The Institutional-Limited zoning designation has requirements that specifically address when the subject parcel is adjacent to residential, and we are familiar with and prepared to meet the development requirements during the site plan review.
- The Institutional land use designation is common along the McMullen Booth Road Scenic Non-Commercial Corridor and this new land use designation will help maintain the non-commercial corridor as it is intended. The existing use of one of the parcels is already compatible with the land use designation, and this change will improve the land use map while allowing for local business expansion and common sense development.
- There is already an ALF operating adjacent to the surrounding community and there have been no complaints. The increase in size and scale will not impact the surrounding community due to the very nature of the assisted living facility use and it's relatively low impacts from traffic, noise, etc.
- No substantial natural resources are present on the site, and they will not be impacted because of this rezoning and land use change.
- The fact that the existing ALF needs to expand is proof of the importance of the service to the surrounding community in the current location
- All traffic will ingress and egress from the site utilizing McMullen Booth Road. No traffic will directly utilize the adjacent collector or neighborhood roads for access to the site.

PARCEL DATA

October 19, 2015

Parcel 1:

2167 North McMullen Booth Road
33/28/16/00000/330/0510

Owners: Rouhani, Kamran, Rouhani, Dori, Rouhani, Parviz
Owner Mailing Address: 1815 Eagle Trace Boulevard, Palm Harbor, Florida 34685-3314

General

Municipality:	UNINCORPORATED
Subdivison:	
Tax District:	CTF
Census Block:	1037
Census Tract:	026813
Zipcode:	33759
Acreage:	.353

Zoning and Land Use

Land Use: RS, Residential Suburban

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Zoning: A-E, Agricultural Estate Residential

Legal Description:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND RUN S.00°16'32"E., ALONG THE EAST BOUNDARY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33, 398.00 FEET; THENCE LEAVING SAID EAST BOUNDARY LINE, S.89°55'02"W., 100.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MCMULLEN BOOTH ROAD FOR A POINT OF BEGINNING; THENCE S.00°16'32"E., ALONG SAID WEST RIGHT-OF-WAY LINE, 131.99 FEET; THENCE, LEAVING SAID WEST RIGHT-OF-WAY LINE, S.89°55'32"W., 233.27 FEET TO A POINT ON THE EAST BOUNDARY LINE OF LOT 3, MEADOW BROOK PLACE AS RECORDED IN PLAT BOOK 77, PAGE 86 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N.00°18'19"W., ALONG THE WEST

BOUNDARY LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33 AND THE EAST BOUNDARY LINE OF LOT 3, 131.95 FEET; THENCE, LEAVING SAID EAST BOUNDARY LINE OF SAID LOT 3, N.89°55'02"E., 233.34 FEET TO THE POINT OF BEGINNING. CONTAINING 0.707 ACRES MORE OR LESS.

Date Property Acquired: March 27, 2000

Existing Structures: None

Evacuation Zone: X, FEMA Map# 12103C 0127G, Eff. Date 09-03-2003

Parcel 2:

33/28/16/00000/330/0500

Owners: Rouhani, Kamran, Rouhani, Dori, Rouhani, Parviz

Owner Mailing Address: 1815 Eagle Trace Boulevard, Palm Harbor, Florida 34685-3314

General

Municipality:	UNINCORPORATED
Subdivison:	
Tax District:	CTF
Census Block:	1037
Census Tract:	026813
Zipcode:	33759
Acreage:	.353

Zoning and Land Use

Land Use

RS, Residential Suburban

Zoning

A-E, Agricultural Estate Residential

Legal Description:

Please see the description for Parcel 1.

Date Property Acquired: March 27, 2000

Existing Structures: None

Evacuation Zone: X, FEMA Map# 12103C 0127G, Eff. Date 09-03-2003

Parcel 3:

**2175 North McMullen Booth Road
33/28/16/00000/330/0400**

Owner: Emerald Garden Real Estate, Inc.
Owner mailing Address: 2159 McMullen Booth Road, Clearwater, Florida 33759-1418

General

Municipality:	UNINCORPORATED
Subdivison:	
Tax District:	CTF
Census Block:	1037
Census Tract:	026813
Zipcode:	33759
Acreage:	1.059

Zoning and Land Use

Land Use

RS, Residential Suburban

Zoning

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R-R, Rural Residential

Legal Description:

COMMENCE AT THE NE CORNER OF THE SW 1/4 OF THE SW 1/4, OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND RUN SOUTH 198 FEET MORE OR LESS, TO A POINT OF BEGINNING. THENCE

RUN WEST 330 FEET MORE OR LESS, THENCE SOUTH 198 FEET MORE OR LESS, THENCE EAST 330 FEET MORE OR LESS, THENCE NORTH 198 FEET MORE OR LESS, TO THE P.O.B. LESS ROAD RIGHT OF WAY, ALL IN SECTION 33, TOWNSHIP 28 SOUTH, RANGE 16 EAST., ALSO LESS THAT PORTION CONVEYED IN O.R. BOOK 8232, PAGE 2333, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

Date Property Acquired: November 19, 2012

Existing Structures: One Single-family residential house

Evacuation Zone: X, FEMA Map# 12103C 0127G, Eff. Date 09-03-2003

Parcel 4:

**Emerald Garden
2159 NORTH MCMULLEN BOOTH RD
33/28/16/00000/330/0600**

Owner: A.E.C. 2159, LLC.

Owner Mailing Address: 2159 McMullen Booth Road, Clearwater, Florida 33759-1418

General

Municipality:	UNINCORPORATED
Subdivison:	
Tax District:	CTF
Census Block:	1037
Census Tract:	026813
Zipcode:	33759
Acreage:	.727

Zoning and Land Use

Land Use

RS, Residential Suburban

Zoning

A-E, Agricultural Estate Residential

Legal Description:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 16 EAST,

CASE SUMMARY
CASE NO. Z/LU-25-10-15
(Quasi-Judicial)

PRC MEETING: November 9, 2015 @ 10:00 AM-1st Floor, Planning Conf Room

LPA HEARING: December 10, 2015 @ 9:00 AM-5th Floor, Board Assembly Room

BCC HEARING: January 26, 2016 @ 6:00 PM-5th Floor, Board Assembly Room

PPC HEARING: 2016 @ 3:00 PM-5th Floor, Board Assembly Room

FINAL DETERMINATION BY: April 12, 2016

APPLICANT'S NAME: Ralph M. Wescott

REQUEST: Zone change from: C-3, Commercial, Wholesale, Warehousing & Industrial
to: R-4-CO, One, Two & Three Family Residential-
Conditional Overlay

Land Use change from: Industrial Limited
to: Residential Low Medium

Conditional Overlay limiting the use to a single family home and related accessory uses.

CASE DESCRIPTION: Approximately 1.1 acres located at the southwest corner of the intersection of 135th Place N and Palm Way in the unincorporated area of Largo (a portion of parcel 01/30/15/70416/400/1101). A legal description is available in file upon request.

APPLICANT/ADDRESS: Ralph M. Wescott
3550 135th Place North
Largo, FL 33771

REP/ADDRESS: Teresa Wescott Lavrinc
1659 Parkside Drive
Clearwater, FL 33756

NOTICES SENT TO: Ralph M. Wescott, Teresa Wescott Lavrinc, Mike Meidel-Economic Development Council, DOT, Clint Herbic-Pinellas County School Board, BCC Office & Surrounding Owners

EXISTING USE: Vacant

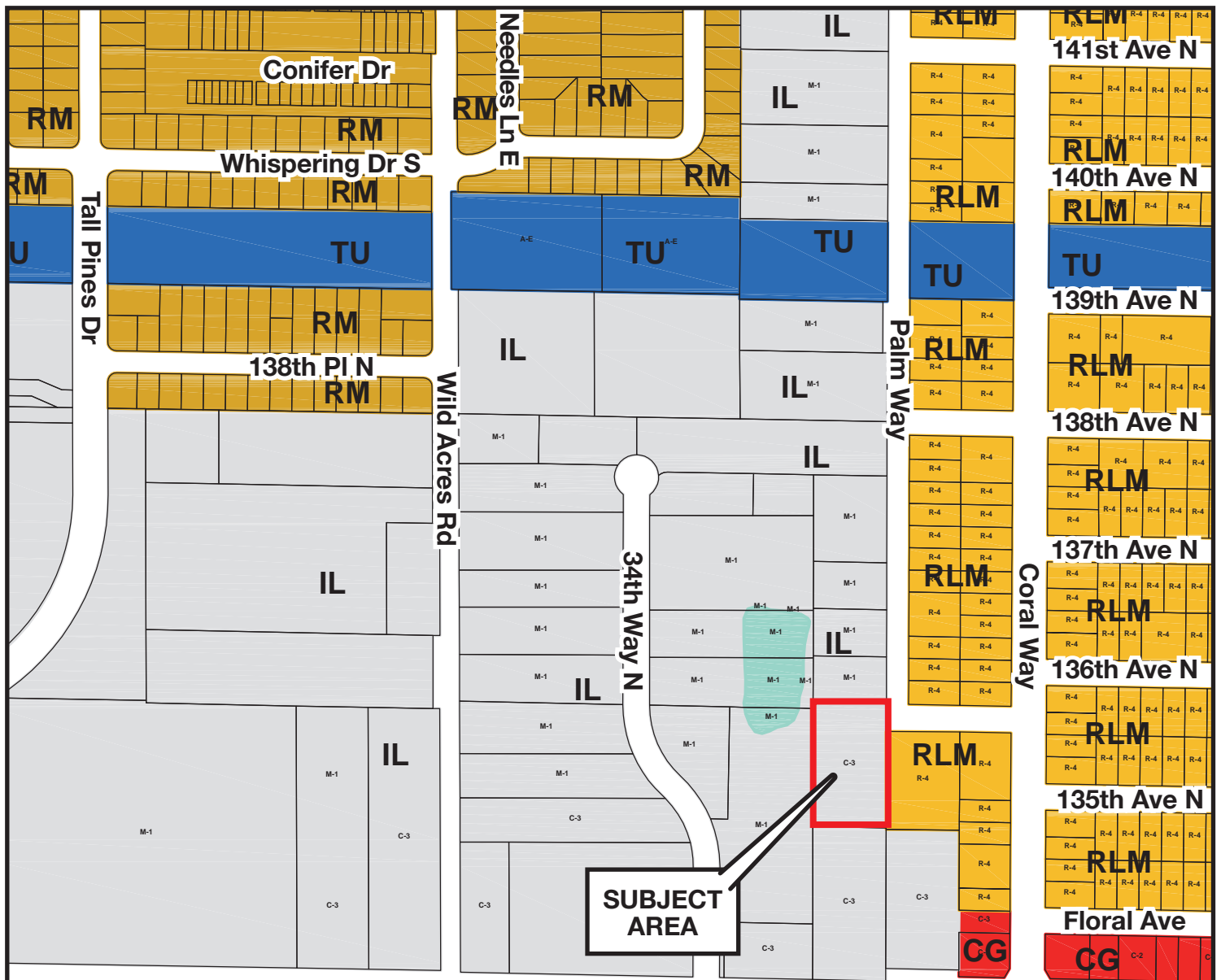
PROPOSED USE: Single Family Home

LAND USE: Industrial Limited

ZONING: C-3

Revised 10/6/15

Z15-000017



FUTURE LAND USE PINELLAS COUNTY, FLORIDA

Residential

- Residential Low
- Residential Low Medium
- Residential Medium

Commercial

- Commercial General

Industrial

- Industrial Limited

Public / Semi-Public

- Institutional
- Transportation / Utility



MAP-2

Z/LU-25-10-15

Zoning From: C-3, Commercial, Wholesale, Warehousing & Industrial
To: R-4-CO, One, Two & Three Family Residential -
Conditional Overlay

Land Use From: Industrial Limited
To: Residential Low Medium

Parcel I.D. 01/30/15/70416/400/1101

Prepared by: Pinellas County Planning Department August 2015

With a Conditional
Overlay limiting
the use of the
property to one
single family
home and related
accessory uses.





MAP-3

Z/LU-25-10-15

Zoning From: C-3, Commercial, Wholesale, Warehousing & Industrial
To: R-4-CO, One, Two & Three Family Residential – Conditional Overlay

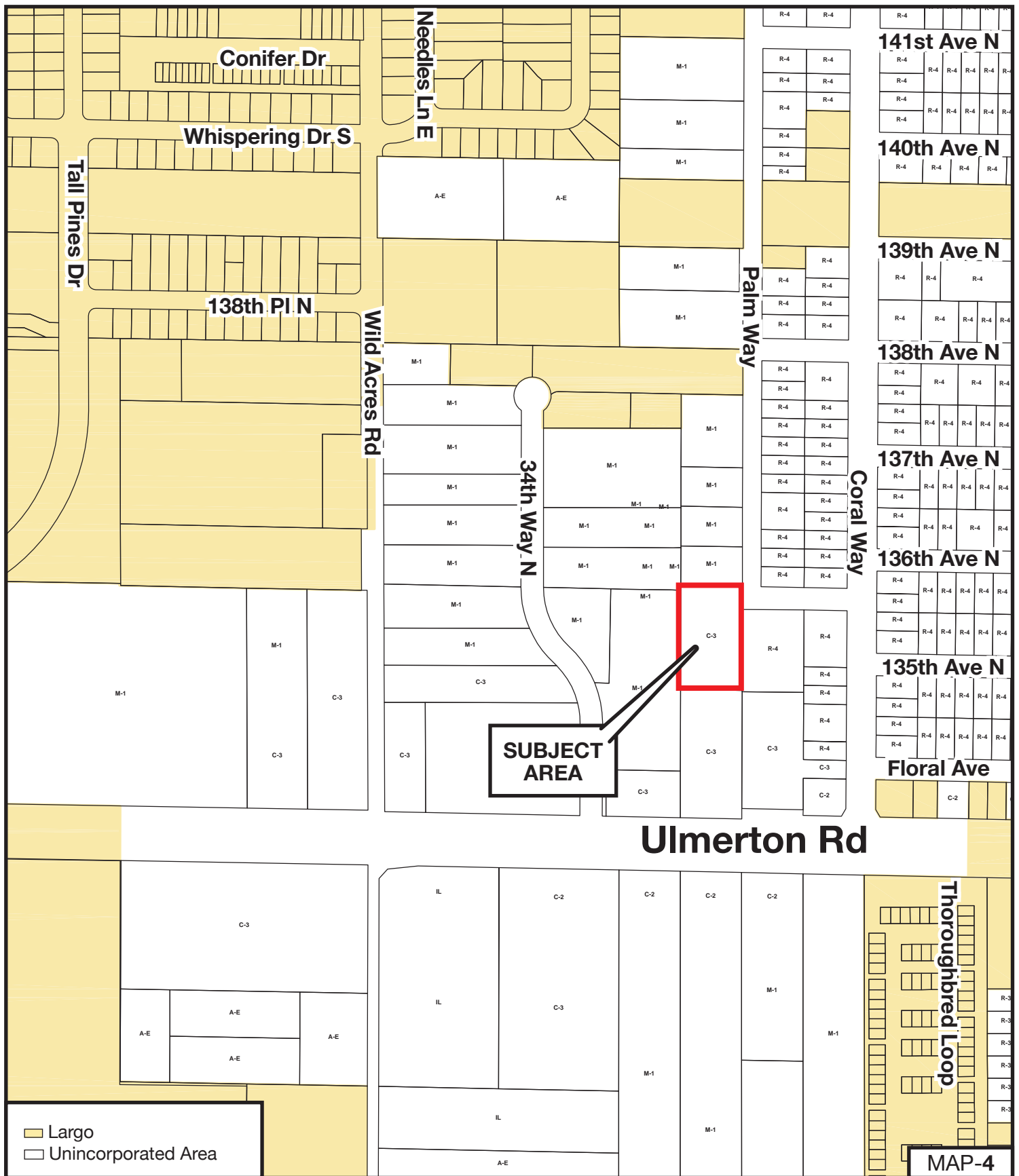
Land Use From: Industrial Limited
To: Residential Low Medium

Parcel I.D. 01/30/15/70416/400/1101

Prepared by: Pinellas County Planning Department August 2015

With a Conditional Overlay limiting the use of the property to one single family home and related accessory uses.





Z/LU-25-10-15

Zoning From: C-3, Commercial, Wholesale, Warehousing & Industrial
 To: R-4-CO, One, Two & Three Family Residential – Conditional Overlay

Land Use From: Industrial Limited
 To: Residential Low Medium

Parcel I.D. 01/30/15/70416/400/1101

Prepared by: Pinellas County Planning Department August 2015

With a Conditional Overlay limiting the use of the property to one single family home and related accessory uses.



1. Owner: Ralph M. Wescott
Mailing Address: 355D - 135th Place N.
City: Largo State: FL Zip Code: 33771 Daytime Phone: (727) 430 3599
Email: RalphWescott@gmail.com

2. Representative's Name: Teresa Wescott Lavrine
Company Name: _____
Mailing Address: 1659 Parkside Dr
City: Clearwater State: FL Zip Code: 33756 Daytime Phone: (727) 647 8351
Email: tlav76@yahoo.com

3. Disclosure information (This information must be supplied pursuant to County Ordinance No. 74-15):

- A. If the owner is a corporation, partnership, or trust, list all persons (i.e. partners, corporate officers, all members of the trust) who are a party to such as well as anyone who may have a beneficial interest in the property which would be affected by any ruling on their application.

Owner: Ralph Wescott
Daughter: Teresa Wescott Lavrine

Specify interest held: _____

- B. Is there an existing contract for sale of subject property: _____ Yes ☒ No
If yes, list names of all parties to the contract including all partners, corporate officers, and members of any trust:

Is contract conditional or absolute? _____ Conditional _____ Absolute

- C. Are there any options to purchase on subject property? _____ Yes ☒ No
If so, list names of all parties to option including all partners, corporate officers and members of any trust:



swf And Conditional
overlay limiting
the use to a single
family home and
related accessory
uses.

C-3/
12

to

R4/
RUM

Wescott
Larvine
10-9-15

4. This hearing is being requested to consider: Change Zoning to Residential
5. Location of subject property (street address): 3550 135th Place North
6. Legal Description of Property: (attach additional documents if necessary)
Lot 10, SE 1/4 of Section 1, Township 30 South Range 15 East
Pinellas Groves
* See Attached *

7. Size of Property: 276.70 feet by 165.61 feet, 1.064 acres
8. Present zoning classification: C-3
9. Present Land Use Map designation: 14
10. Date subject property acquired: 1978
11. Existing structures and improvements on subject property:
no structures - vacant land

12. Proposed structures and improvements will be:
building new home for my daughter → Teresa
Wescott Larvine

13. I/We believe this application should be granted because (include in your statement sufficient reasons in law and fact to sustain your position.) (If this request is for a determination of Vested Rights/Appeal Determination, applicants are advised to review the procedural and substantive requirements of Pinellas County Ordinances 89-32 and 89-69) (Attach a separate sheet if necessary)
This property has no access road to Ulmerton Rd to warrant
maintaining it's commercial status. It is in a residential neighborhood
and is included in my 2 acre property I have lived on for 48 years.
A home for my daughter to be near me in order to assist me in my daily
activities.

14. Has any previous application relating to zoning or land use on this property been filed within the last year?
Yes ☒ No ☐ When? In whose name?

Briefly state the nature and outcome of the hearing:



15. Does applicant own any property contiguous to subject property? ☒ Yes ☐ No

If so, give complete legal description of contiguous property:

see attached sheet

* Lot 11 in SE 1/4 section 1, township 30 S Range 15 East,
Pinellas Groves

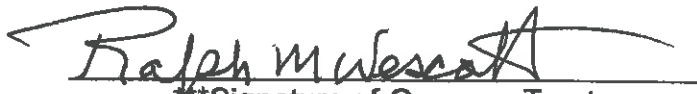
16. The following data and exhibits must be submitted with this application and they become a permanent part of the public records:

- a) Plat, if it will have particular bearing on the subject application.
- b) Certification of Ownership: submit a certificate of a duly licensed title or abstract company, or a licensed attorney-at-law, showing that each applicant is the present title holder of record.
(Warranty deeds, title insurance documents, tax receipts, etc. are not acceptable as proof of ownership.)
- c) Preliminary site plan will be required for conditional use applications only (as specified in the Zoning Ordinance, Section 605.301 - see attached).



CERTIFICATION OF OWNERSHIP

I hereby certify that I have read and understand the contents of this application, and that this application together with all supplemental data and information is a true representation of the facts concerning this request, that this application is made with my approval, as owners and applicant, as evidenced by my signature appearing below. It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request and further that if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions and rules and regulations pertaining to the use of the subject property, while under my ownership. I am aware that attendance by me or my authorized representative at all public hearings relative to this request is required and that failure to attend may result in a denial of the request. It shall be my responsibility to determine time and location of all hearings.


**Signature of Owner or Trustee

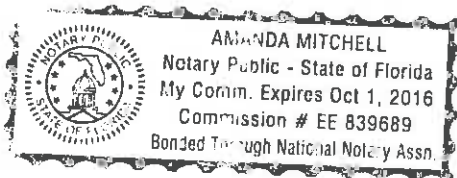
Date: 7-8-15

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 8 day of July, 2015

personally appeared Ralph M. Wescott
who, being duly sworn, deposes and says that the above is a true and correct certification.


(signature) NOTARY PUBLIC



(seal)

***Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized act on behalf o the corporation (Please note question #3).



CERTIFIED TO:
RALPH M. WESCOTT

PARCEL ID: 01-30-15-70416-400-0827

A BOUNDARY SURVEY OF:

(OFFICIAL RECORDS BOOK 9376, PAGES 281-282)

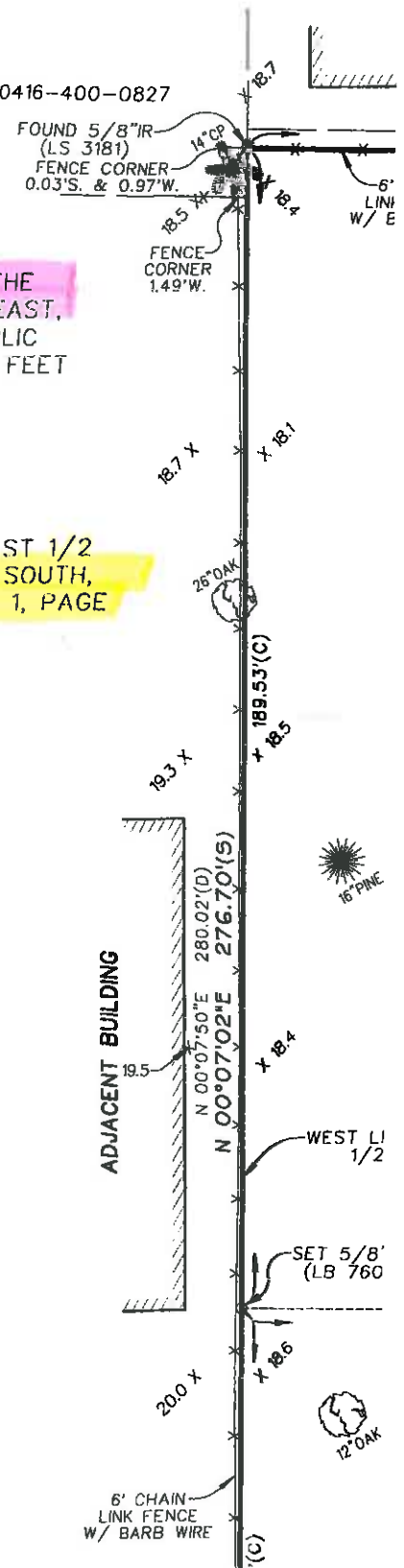
THE NORTH 250.0 FEET OF THE SOUTHWEST 1/4 OF LOT 11, IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS GROVES, AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THE NORTH 30.0 FEET FOR ROAD RIGHT-OF-WAY.

TOGETHER WITH:

(OFFICIAL RECORDS BOOK 8724, PAGE 406)

THE SOUTH 279.98 FEET OF THE NORTH 914.38 FEET OF THE EAST 1/2 OF LOT 10, IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS GROVES, AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

PARCEL ID: 01-30-15-70416-400-1004



Mr. Ralph M. Wescott
3550 135th Pl
Largo, FL 33771-3904



Mr. Ralph M. Wescott
3550 135th Pl
Largo, FL 33771-3904

OLD REPUBLIC

National Title Insurance Company

1410 N. Westshore Blvd. Ste. 800

Tampa, FL 33607

Phone: 813-228-0555

Fax: 866-596-8764

OWNER & ENCUMBRANCE SEARCH REPORT

Agent File No.: 2015300

File No: 15072680

PINELLAS PARK TITLE
6075 PARK BLVD STE B
PINELLAS PARK, FL 33781
Phone: 727-541-7716

ATTN: EVELYN

THIS TITLE SEARCH IS AN OWNERSHIP AND ENCUMBRANCE SEARCH ONLY AND DOES NOT REFLECT TITLE DEFECTS OR OTHER MATTERS THAT WOULD BE SHOWN BY TITLE INSURANCE.

Legal Description:

PARCEL I:

The North 250.0 feet of the SW $\frac{1}{4}$ of Lot 11, in the SE $\frac{1}{4}$ of Section 1, Township 30 South, Range 15 East, PINELLAS GROVES, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, Less the North 30.0 feet for road right-of-way.

PARCEL II:

That portion of the East $\frac{1}{2}$ of Lot 10, of PINELLAS GROVES, in the SE $\frac{1}{4}$ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, lying Southerly of the South boundary line of the following described lands:

That portion of the East $\frac{1}{2}$ of Lot 10 of PINELLAS GROVES, in the SE $\frac{1}{4}$ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

From the Southeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 30 South, Range 15 East, run N 0°19'04" E along the East boundary of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section, 72.01

feet; thence run N 88°49'10" W, 329.97 feet to the Southeast corner of said Lot 10; thence run N 0°11'30" E along the East boundary of said Lot 10, 625.66 feet to the Point of Beginning. Thence continue N 0°11'30" E, 106.27 feet, thence run N 88°53'26" W, 165.84 feet to an intersection with the West boundary of the East ½ of said Lot 10; thence run S 0°07'40" W along said West boundary 106.27 feet; thence run S 88°53'26" E, 165.73 feet to the Point of Beginning, AND lying Northerly of the North boundary line of the following described lands:

A survey of that portion of the East ½ of Lot 10 of PINELLAS GROVES, in the SE ¼ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

From the Southeast corner of the SW ¼ of the SE ¼ of Section 1, Township 30 South, Range 15 East, run N 0°19'04" E along the East boundary of the SW ¼ of the SE ¼ of said Section, 72.01 feet; thence run N 88°49'10" W, 329.97 feet to the Southeast corner of said Lot 10 for a Point of Beginning. Thence run N 0°11'30" E along the East boundary of said Lot 10, 345.62 feet; thence run N 88°53'26" W, 165.43 feet to an intersection with the West boundary of the East ½ of said Lot 10; thence run S 0°07'49" W along said West boundary, 345.42 feet to the Southwest corner of the East ½ of said Lot 10; thence run S 88°49'10" E along the North right-of-way line of S.R. 688, 165.06 feet to the Point of Beginning.

Last Record Title Holder:

RALPH M. WESCOTT, as to a life estate interest, and RALPH M. WESCOTT, Trustee UTD June 23, 1990, as to a remainder interest

Documents of Record (copies attached):

Quit-Claim Deed recorded in O.R. Book 9376, Page 281.

Quit-Claim Deed recorded in O.R. Book 8724, Page 406.

Quit-Claim Deed recorded in O.R. Book 5394, Page 2112

Quit-Claim Deed recorded in O.R. Book 5394, Page 2110.

Warranty Deed recorded in O.R. Book 4691, Page 1014.

Warranty Deed recorded in O.R. Book 2371, Page 536.

Mortgage recorded in O.R. Book 16961, Page 2480.

Trustee Affidavit recorded in O.R. Book 15115, Page 993.

Affidavit of Scrivener's Error recorded in O.R. Book 18575, Page 1362.

NOTE: All recording references in this O&E Report shall refer to the Public Records of

Pinellas County, unless otherwise noted.

Period Searched:

From April 20, 1966 to June 30, 2015 @ 8:00 AM.

Tax Information:

Tax ID Number: 01/30/15/70416/400/1101

2014 Taxes are Paid

Back Taxes: NONE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has not searched for, nor do we assume any liability as to any, restrictions, easements, reservations, conditions, or limitations of record, further this report does not cover any improvement or special assessments by any county or municipal governmental agency.

NOTE: The limit of liability under this certificate for the information furnished herein or for any reason whatsoever, whether based on contract or negligence, shall not exceed \$1,000 and shall be confined to the applicant to whom the certificate is addressed.

Date: July 14, 2015


Authorized Signatory

Diane Nelson, CFC, Pinellas County Tax Collector

P.O. Box 4005, Seminole, FL 33775-4005

(727) 464-7777 | www.taxcollect.com

2014 REAL ESTATE TAX
*Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments*Pay online at www.taxcollect.com

• E-check - no fee • Credit card - 2.95% convenience fee

If Postmarked By	Dec 31, 2014
Pay this Amount	\$4,702.35

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
R6039		LTF

WESCOTT, RALPH M
3550 135TH PL
LARGO, FL 33771-3904

PARCEL NO.: 01/30/15/70416/400/1101
SITE ADDRESS: 3550 135TH PL, LARGO
PLAT: 001 PAGE: 055
LEGAL:
PINELLAS GROVES
SE 1/4, PT OF LOTS 10 & 11
DESC FROM SE SEC COR TH
SEE ADDITIONAL LEGAL ON TAX ROLL

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
GENERAL FUND	5.2755	249,020	50,000	199,020	1,049.93
HEALTH DEPARTMENT	0.0622	249,020	50,000	199,020	12.38
EMS	0.9158	249,020	50,000	199,020	182.26
LARGO FIRE	3.5609	249,020	50,000	199,020	708.69
SCHOOL-STATE LAW	5.0930	249,020	25,000	224,020	1,140.93
SCHOOL-LOCAL BD.	2.7480	249,020	25,000	224,020	615.61
MSTU	2.0857	249,020	50,000	199,020	415.10
LIBRARY SERVICE	0.5000	249,020	50,000	199,020	99.51
SW FLA WTR MGMT.	0.3658	249,020	50,000	199,020	72.80
PINELLAS COUNTY PLN.CNCL.	0.0160	249,020	50,000	199,020	3.18
JUVENILE WELFARE BOARD	0.8981	249,020	50,000	199,020	178.74
SUNCOAST TRANSIT AUTHORITY	0.7305	249,020	50,000	199,020	145.38
TOTAL MILLAGE	22.2515		GROSS AD VALOREM TAXES		\$4,624.51

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
UNINCORPORATED SURFACE WATER	266.80
CORAL HEIGHTS STREET LIGHTING	6.97
GROSS NON-AD VALOREM ASSESSMENTS	\$273.77

TAXES BECOME DELINQUENT APRIL 1ST**COMBINED GROSS TAXES AND ASSESSMENTS****\$4,898.28**

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

Diane Nelson, CFC, Pinellas County Tax Collector

Pay in U.S. funds to Diane Nelson, Tax Collector

P.O. Box 4005, Seminole, FL 33775-4005

(727) 464-7777 | www.taxcollect.com

2014 REAL ESTATE TAX*Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments*Pay online at www.taxcollect.com

• E-check - no fee • Credit card - 2.95% convenience fee

If Postmarked By	Dec 31, 2014
Pay this Amount	\$4,702.35

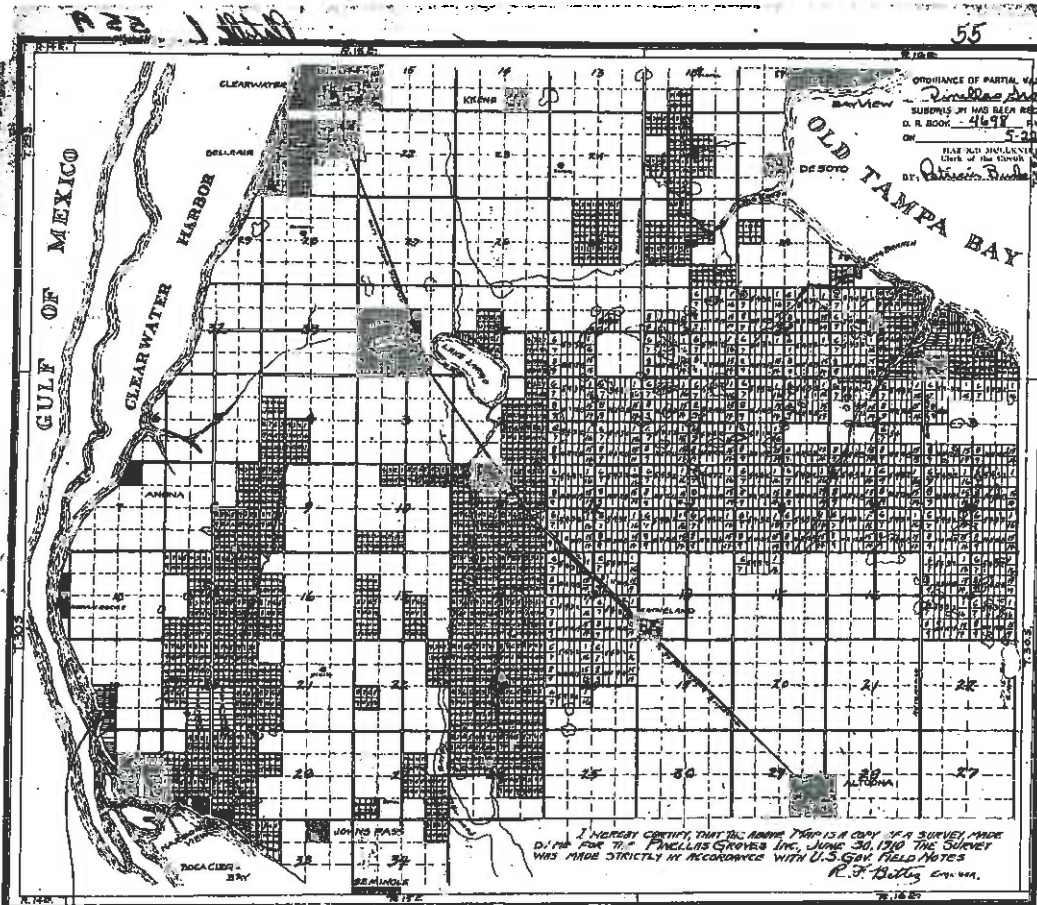
ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
R6039		LTF

WESCOTT, RALPH M
3550 135TH PL
LARGO, FL 33771-3904

PARCEL NO.: 01/30/15/70416/400/1101
SITE ADDRESS: 3550 135TH PL, LARGO
PLAT: 001 PAGE: 055
LEGAL:
PINELLAS GROVES
SE 1/4, PT OF LOTS 10 & 11
DESC FROM SE SEC COR TH
SEE ADDITIONAL LEGAL ON TAX ROLL

Duplicate N/A 07/13/2015

Paid 12/01/2014 Receipt # 431-14-TAX-000074 \$4,702.35



ORDINANCE OF PARTIAL VACATION OF
SUBDIVISION OF PINELLAS SHORES
SUBDIVISION HAS BEEN RECORDED IN
O. R. BOOK 4637 PAGE 1327
ON JULY 6 1937
HAZARD INSURANCE CO.
Clerk of the Court
BY: [Signature] County Clerk

RESOLUTION OF PARTIAL VACATION OF
PINELLAS SHORES
SUBDIVISION
O. R. BOOK 4637 PAGE 1327
ON JULY 6 1937
BY: [Signature] County Clerk

RESOLUTION OF PARTIAL VACATION OF
PINELLAS SHORES
SUBDIVISION
O. R. BOOK 4637 PAGE 1327
ON JULY 6 1937
BY: [Signature] County Clerk

RESOLUTION OF PARTIAL VACATION OF
PINELLAS SHORES
SUBDIVISION
O. R. BOOK 4637 PAGE 1327
ON JULY 6 1937
BY: [Signature] County Clerk

RESOLUTION OF PARTIAL VACATION OF
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O. R. BOOK 4637 PAGE 1327
ON JULY 6 1937
BY: [Signature] County Clerk

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PINELLAS SHORES
SUBDIVISION
O. R. BOOK 4637 PAGE 1327
ON JULY 6 1937
BY: [Signature] County Clerk

RESOLUTION OF PARTIAL VACATION OF
PINELLAS SHORES
SUBDIVISION
O. R. BOOK 4637 PAGE 1327
ON JULY 6 1937
BY: [Signature] County Clerk

RESOLUTION OF PARTIAL VACATION OF
PINELLAS SHORES
SUBDIVISION
O. R. BOOK 4637 PAGE 1327
ON JULY 6 1937
BY: [Signature] County Clerk

RESOLUTION OF PARTIAL VACATION OF
PINELLAS SHORES
SUBDIVISION
O. R. BOOK 4637 PAGE 1327
ON JULY 6 1937
BY: [Signature] County Clerk

RESOLUTION OF PARTIAL VACATION OF
PINELLAS SHORES
SUBDIVISION
O. R. BOOK 4637 PAGE 1327
ON JULY 6 1937
BY: [Signature] County Clerk

<p>RESOLUTION OF PARTIAL VACATION OF PINELLAS SHORES SUBDIVISION O. R. BOOK 4720 PAGE 1753 ON JULY 10 1937 BY: [Signature] County Clerk</p>	<p>RESOLUTION OF PARTIAL VACATION OF PINELLAS SHORES SUBDIVISION O. R. BOOK 4612 PAGE 1327 ON JULY 20 1937 BY: [Signature] County Clerk</p>	<p>RESOLUTION OF PARTIAL VACATION OF PINELLAS SHORES SUBDIVISION O. R. BOOK 3996 PAGE 1327 ON JULY 23 1937 BY: [Signature] County Clerk</p>	<p>RESOLUTION OF PARTIAL VACATION OF PINELLAS SHORES SUBDIVISION O. R. BOOK 4040 PAGE 1327 ON JULY 23 1937 BY: [Signature] County Clerk</p>	<p>RESOLUTION OF PARTIAL VACATION OF PINELLAS SHORES SUBDIVISION O. R. BOOK 3991 PAGE 1327 ON JULY 23 1937 BY: [Signature] County Clerk</p>
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RESOLUTION OF PARTIAL VACATION OF
PINELLAS SHORES
SUBDIVISION
O. R. BOOK 4720 PAGE 1753
ON JULY 10 1937
BY: [Signature] County Clerk

INST # 96-166162
JUN 17, 1996 4:47PM

PINELLAS COUNTY FLA.
OFF.REC.BK 9376 PG 281

Consideration: \$10.00
PREPARED BY AND RETURN TO:
SUE ROBINSON
FIRST AMERICAN TITLE INSURANCE CO.
11240 PARK BLVD.
SEMINOLE, FLORIDA 34642
Our file no. 86419-12-6

3062809 RM 06-17-1996 16:02:30
J1 RALPH WESCOTT/WESCOTT TRUSTE
RECORDING 1 \$10.50
DOC STAMP - 00219 3 \$6.75

TOTAL: \$11.25
CHECK AMT. TENDERED: \$11.25
CHANGE: \$0.00

fee 10.50
DIS 70
11 20

QUIT CLAIM DEED

The name of each person who executed, witnessed, or notarized this document must legibly be printed, typewritten or stamped immediately beneath the signature of each person.

THIS QUIT CLAIM DEED made this 3rd day of June, 1996,
BETWEEN

RALPH M. WESCOTT, UNMARRIED

whose mailing address is: 3550 135TH PLACE NORTH, LARGO, FLORIDA 34641,
party of the first part to

RALPH M. WESCOTT, *TRUSTEE UTD JUNE 23, 1990

*The Trustee is hereby granted full power and authority to protect, conserve and to sell, or to
Grantees' SSN: lease, or to encumber, or otherwise to manage and dispose of the

real property described herein, pursuant to F.S. 689.071.

whose mailing address is: 3550 135TH PLACE NORTH, LARGO, FLORIDA 34641
party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of
\$10.00 in hand paid by the said party of the second part, the receipt whereof is hereby
acknowledged, has remised, released and quit claim 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 land, situate in the County of Pinellas, State of
Florida, to wit:

The North 250.0 feet of the Southwest 1/4 of Lot 11, in the Southeast 1/4
of Section 1, Township 30 South, Range 15 East, Pinellas Groves, as
recorded in Plat Book 1, Page 55, Public Records of Pinellas County,
Florida, Less the North 30.0 feet for road right-of-way.

SUBJECT to covenants, restrictions, easements of record and taxes for the
current year.

This deed is given for the purposes of transferring property to the
Grantor's Revocable Trust Agreement.

First party reserves unto himself a lifeestate in and to the above described
property. It is his intention to deed only the remainder interest after his
life estate.

Parcel Identification Number: 01/30/15/70416/400/1101

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.

J1 RECORDING
RMC 10.50
DS 70
INT
CEN
MCH
PAC
REV
TOTAL 11.20

70
11 20
J1 RECORDING
RMC 10.50
DS 70
INT
CEN
MCH
PAC
REV
TOTAL 11.20

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Witness:

Sue Robinson

WITNESS SIGNATURE

Sue Robinson

TYPE OR PRINT WITNESS NAME

Soyce Claus

WITNESS SIGNATURE

Soyce Claus

TYPE OR PRINT WITNESS NAME

Ralph M. Wescott

RALPH M. WESCOTT

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 5 day of June, 1996 by

RALPH M. WESCOTT

who is personally known to me or who has produced Personally as identification
and who did take an oath.

Known
(Print type of ID card used
e.g., "Florida driver's license")

[Signature]

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

TYPE OR PRINT NAME OF OFFICER TAKING ACKNOWLEDGMENT

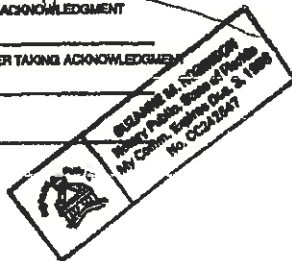
NOTARY PUBLIC

TITLE OR RANK

SERIAL NUMBER, IF ANY

notary expiration

notary seal



INST # 94-199876
JLY 12, 1994 3:38PM

PINELLAS COUNTY FLA.
OFF.REC.BK 8724 PG 406

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8th day of July, 1994 by first party, RALPH M. WESCOTT, a single man, whose post office address is 3550 135th Place, Largo, Florida 34641-3904, to second party, RALPH M. WESCOTT, *Trustee UTD June 23, 1990, whose post office address is 3550 135th Place, Largo, Florida 34641-3904.

* The Trustee is hereby granted full power and authority to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described herein, pursuant to P.S. 689.071.

WITNESSETH, That the said first party, for good consideration and for the sum of TEN (\$10.00) DOLLARS paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all right, title interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Pinellas, State of Florida to wit:

HOELDTKE HEIGHTS, Block 2, Lot 16, according to the plat thereof recorded in Plat Book 31, Page 41, Public Records of Pinellas County, Florida.

Parcel Number 34/30/16/40230/002/0160

PINELLAS GROVES

S.E. 1/4, Lot 12, less road right of way on South; and S.E. 1/4, Lot 13, less road; and S.E. 1/4, S. 279.98' of N. 914.38' of E. 1/2 of Lot 10; according to plat thereof as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.

Parcel Numbers 10/30/16/71010/400/1200
10/30/16/71010/400/1300
01/30/15/70416/400/1008

CORAL HEIGHTS SUBDIVISION, Block N, Lot 4, according to the plat thereof as recorded in Plat Book 31, Pages 71 through 73, Public records of Pinellas County, Florida.

Parcel Number 01/30/15/18126/014/0040

Legal description provided by party of the first part and attorney not responsible for the accuracy thereof. No title search or warranty as to merchantability made by the attorney.

THIS INSTRUMENT PREPARED BY AND RETURN TO:
GEORGE J. SCHRIEPER, ESQUIRE
6075 Park Boulevard
Pinellas Park, FL 34663

66057894 JAR 07-12-94 14:52:28
01 WED-WESCOTT

RECORDING	1	\$10.50
DOC STAMP COLLECT-28219	3	\$0.70
TOTAL:		\$11.20
CHECK AMT. TENDERED:		\$11.20
CHANGE:		\$0.00

70
County Tax Pd \$
Deputy Clerk
Hanson F. DeBour, Clerk, Pinellas County
By: [Signature]

This deed is given for the purpose of
transferring property to the Grantor's
Revocable Trust Agreement.

Grantee's Social Security No. 263-50-4882

IT WITNESS WHEREOF, The said first party has signed and sealed
these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Janice M. Schriefer
PRINT NAME: JANICE M. SCHRIEFER

Ralph M. Wescott
RALPH M. WESCOTT

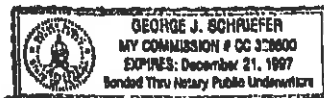
George J. Schriefer
PRINT NAME: GEORGE J. SCHRIEFER

STATE OF FLORIDA
COUNTY OF PINELLAS SS.

July 8, 1994

Then personally appeared RALPH M. WESCOTT to me known to be
the person described in and who executed the foregoing instrument
and he acknowledged before me that he executed the same.

☒ Personally known to me
☐ Produced Florida Drivers License
☐ Produced Florida Identification Card
☐ Other: _____



George J. Schriefer
Notary Public, State of Florida

HAMCO FORM 8

This Quit-Claim Deed, Executed this 30th day of August, A. D. 1982, by

SUSAN H. WESCOTT, a single person

first party, to

RALPH M. WESCOTT, a single person

whose postoffice address is

3550 - 135th Place North

second party: Largo, Florida 33540

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 EOG&VC in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party 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:

3505 Ulmerton Road, Largo, Florida

SE $\frac{1}{4}$, S 625.6 feet of E $\frac{1}{2}$ of Lot 10, PINELLAS GROVES, according to map or plat thereof as recorded in Plat Book 001, Page 055, Public Records of Pinellas County, Florida.

01 C. 11. 11. 11.
42 Pre 5.00
41 DS 45
43 Int
Tot 5.45
DH

PURSUANT TO FINAL JUDGMENT OF DISSOLUTION.

Documentation Tax Pd. \$5
Tax Pd.
Clerk

PINELLAS COUNTY, FLORIDA
Karlson F. DeBlasio
CLERK CIRCUIT COURT
AUG 31 12 08 PM '82

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

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

H. Michael Evans

Susan H. Wescott

Linda Skiger

STATE OF FLORIDA,
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SUSAN H. WESCOTT, a single person

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of August A. D. 19 82

Ralph J. Higgins
NOTARY PUBLIC
My Commission Expires:

Wayne Smith

Notary Public, State of Florida at Largo
My Commission Expires March 23, 1983.

This Instrument prepared by:

Address

Return
Mosley and Evans
501 S. Ft. Harrison Avenue
Clearwater, Fla. 33516

82131563

RAMCO FORM B

D.R. 5394 PAGE 2110

This Quit-Claim Deed, Executed this 30th day of August A. D. 1982, by
SUSAN H. WESCOTT, a single person

first party, to
RALPH M. WESCOTT, a single person

whose postoffice address is

3550 - 135th Place North 33540
Largo, Florida

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00 & 00/100, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party 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:

3550 - 135th Place North, Largo, Florida

SE $\frac{1}{4}$, N 250 feet of Lot 11 of W $\frac{1}{2}$ of S $\frac{1}{2}$ less N 30 feet of right of way, PINELLAS GROVES, according to map or plat thereof as recorded in Plat Book 001, Page 055, Public Records of Pinellas County, Florida.

PURSUANT TO FINAL JUDGMENT OF DISSOLUTION.

Chg
5.00
5.45
5.45
5.45

5.45
5.45
5.45
5.45

Aug 31 12 08 PM '82
CLERK CIRCUIT COURT
Pinellas County, Florida

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, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

W. Michael Evans

Susan H. Wescott
SUSAN H. WESCOTT

Linda Skiger

STATE OF FLORIDA,
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
SUSAN H. WESCOTT, a single person

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 30th day of August A. D. 1982.

NOTARY PUBLIC
My Commission Expires

Wayne Smith

Notary Public, State of Florida at Large
My Commission Expires March 23, 1983

This instrument prepared by:

Address

Return Mosley and Evans
501 S. Ft. Harrison Avenue
Clearwater, Fla. 33516

40 Res 4.00 R
41 St
42 Sur
43 Int
44 Tot

78068732

PINELLAS CO FLORIDA
CLERK CIRCUIT COURT

May 4 6 49 PM '78

O.R. 4691 PAGE 1014

THIS WARRANTY DEED, Made this 18th day of April A. D. 1978.

between JOHN F. PHELPS and CAROL ANN PHELPS, his wife

of the County of Baldwin in the State of Alabama hereinafter

called the Grantor, and RALPH M. WESCOTT and SUSAN WESCOTT,
his wife

whose mailing address is: 3550 - 135th Place, No
Largo, Florida 33540

hereinafter called the Grantee.

WITNESSETH, That the said Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations to said Grantor in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, and sold unto the said Grantee, and Grantee's heirs, or successors, and assigns forever, all that certain parcel of land in the County of Pinellas and State of Florida, to wit:

THE EAST 1/2 OF LOT 10, in PINELLAS GROVES, in the Southeast 1/4 of SECTION 1, TOWNSHIP 30 SOUTH, RANGE 15 EAST, LESS that part lying within 72 feet of a survey line of State Road 688, according to Plat Book 1, page 55, public records of Pinellas County, Florida.

Subject to mortgage to Helen M. Longshore dated July 8, 1968 and filed July 16, 1968 in O. R. Book 2871, page 43, as Clerk's Instrument No. 68060229, public records of Pinellas County, Florida, which mortgage grantee herein assumes and agrees to pay.

Subject to Pinellas County Assessment in the original principal sum of \$7,980.84 recorded in O. R. Book 4613, page 1551, as Clerk's Instrument No. 77165706, which assessment grantee herein assumes and agrees to pay.

270.00
16.90

ALRACD
SV773310

040009



And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except taxes for year 1978 and subsequent ("Grantor" and "Grantee" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.)

Signed, Sealed and Delivered in Our Presence:

(Wit.) Juanita Shrive
(Wit.) Brigitte Morris
(Wit.) _____
(Wit.) _____

John F. Phelps (Seal)
Carol Ann Phelps (Seal)
Carol Ann Phelps (Seal)
Carol Ann Phelps (Seal)

State of ~~FLORIDA~~ Alabama

County of ~~Pinellas~~ Baldwin

HOLD FOR
PIONEER NATIONAL TITLE INSURANCE COMPANY
WEST COAST TITLE OFFICE

I HEREBY CERTIFY, That on this 18th day of

April A. D., 1978 before me, an officer duly authorized in the State and County aforesaid to

take acknowledgements, personally appeared

JOHN F. PHELPS and CAROL ANN PHELPS,

his wife

to me known to be the person described in and who executed the foregoing conveyance and acknowledged before me that he executed the same.

WITNESS My signature and official seal in the County and State last aforesaid.

Juanita B. Bracken
Notary Public

My Commission Expires: MY COMMISSION EXPIRES OCTOBER 20, 1981

This instrument was prepared by:

This instrument was prepared by
JUANITA SHRIVE of
Pioneer National Title Insurance Company
P. O. Box 25
St. Petersburg, Fla. 33731
In connection with the issuance
of a title insurance policy



(Affix Notary Seal above)



#2, and

66 34631

0.8 2371 ME 536

WARRANTY DEED
DEED'S FORM NO. 1 REV. 1Manufactured and for sale by The F. & W. S. Drew Company
Jacksonville, Florida

This Warranty Deed Made the 11th day of April A. D. 19 66 by
CHARLES E. PATTERSON and AUDREE L. PATTERSON his wife

hereinafter called the grantor, to RALPH M. WESTCOTT and SUSAN H.
WESTCOTT, his wife, as estate by entirety,

whose postoffice address is Route 1, Box 730C, Clearwater, Florida
hereinafter called the grantee;

(Wherever and 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)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliena, re-
leases, conveys and confirms unto the grantees, all that certain land situate in Pinellas
County, Florida, viz:

The North 250 feet of the SW-1/4 of Lot 11,
in the SE1/4 of Section 1, Township 30 S.,
Range 15 E., according to map or plat thereof
recorded in Plat Book 1, page 55, of PINELLAS
GROVES, public records of Pinellas County, Florida.

PINELLAS
COUNTY

RECORDED
PINELLAS CO. FLORIDA
MAHON MULLENBORN, CLERK
APR 20 9 30 AM '66

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-
wise appertaining.

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

And the grantor hereby covenants with said grantees 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 31, 19 65.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in our presence:

Ruby M. Andrews
Sylvia S. Eggleston

Charles E. Patterson
Audree L. Patterson

STATE OF Florida
COUNTY OF Pinellas

SPACE BELOW FOR RECORDERS USE

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to take
acknowledgments, personally appeared

Charles E. Patterson and Audree L. Patterson,
husband and wife,

to me known to be the persons described in and who executed the
foregoing instrument and they acknowledged before me that they
executed the same.

WITNESS my hand and official seal in the County and
State last aforesaid this 11th day of

April

A. D. 19 66.

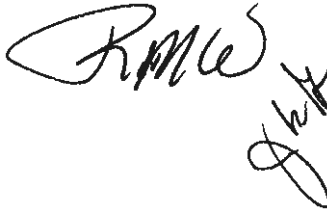
Ruby M. Andrews
Notary Public, Comm. exp. 11-15-67

RECORDATION REQUESTED BY:

First Community Bank of America
Mid-City Office
9001 Belcher Road
Pinellas Park, FL 33781

WHEN RECORDED MAIL TO:

First Community Bank of America
Mid-City Office
9001 Belcher Road
Pinellas Park, FL 33781



This Mortgage prepared by:

Name: Cindy Uphold, Sr. Loan Administrator
Company: First Community Bank of America
Address: 9001 Belcher Road, Pinellas Park, FL 33781

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$150,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated June 23, 2010, is made and executed between RALPH M. WESCOTT, Trustee of THE WESCOTT LIVING TRUST under the provisions of a trust agreement dated June 23, 1990 and RALPH M. WESCOTT, an unmarried man, individually, as to a life estate, whose address is 3550 135TH PLACE, LARGO, FL 33771 (referred to below as "Grantor") and First Community Bank of America, whose address is 9001 Belcher Road, Pinellas Park, FL 33781 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in PINELLAS County, State of Florida:

See EXHIBIT "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 3550 135TH PLACE, LARGO, FL 33771. The Real Property tax identification number is 01-30-15-70416-400-1101.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$150,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property

**MORTGAGE
(Continued)**

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with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of Grantor's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender.

**MORTGAGE
(Continued)**

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under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation with an account number of 86744 to FIRST COMMUNITY BANK OF AMERICA described as: 1ST MORTGAGE. The existing obligation has a current principal balance of approximately \$14,299.86 and is in the original principal amount of \$153,023.46. The obligation has the following payment terms: \$1,628.84 per Month. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instruments evidencing such Indebtedness, or any default under any security documents for such Indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing

**MORTGAGE
(Continued)**

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statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addressee. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (B) Grantor does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may

**MORTGAGE
(Continued)**

Loan No: 119192

Page 5

change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Pinellas County, State of Florida.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means RALPH M. WESCOTT, individually and RALPH M. WESCOTT, Trustee of THE WESCOTT LIVING TRUST under the provisions of a trust agreement dated June 23, 1990 and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated June 23, 2010, with credit limit of \$150,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is June 23, 2025.

NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means RALPH M. WESCOTT, individually and RALPH M. WESCOTT, Trustee of THE WESCOTT LIVING TRUST under the provisions of a trust agreement dated June 23, 1990.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means First Community Bank of America, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

**MORTGAGE
(Continued)**

Loan No: 119192

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Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.**WAIVER OF FUTURE ADVANCES UNDER PRIOR MORTGAGE.** Grantor hereby agrees that the principal indebtedness secured by any mortgages or security agreements which are senior to the lien of this Mortgage shall not exceed the amount which upon the date of the execution of this Mortgage has actually been advanced and is secured by each such prior mortgage and security agreement. As principal indebtedness of such prior mortgages or security agreements is reduced, the maximum amount that may be secured thereby shall also be reduced to the then outstanding principal balance(s). Grantor hereby waives the right to receive any additional or future advances under any such prior mortgages or security agreements. This paragraph shall constitute the notice required by Florida Statutes Section 697.04(b).**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE. AND EACH GRANTOR AGREES TO ITS TERMS.****GRANTOR:**X Ralph M. Wescott
RALPH M. WESCOTT, IndividuallyX Ralph M. Wescott
RALPH M. WESCOTT, Trustee of THE WESCOTT LIVING TRUST under the provisions of a Trust Agreement dated June 23, 1990WITNESSES:
X [Signature]
X [Signature]**INDIVIDUAL ACKNOWLEDGMENT**STATE OF FloridaCOUNTY OF Pinellas

) SS

The foregoing instrument was acknowledged before me this 23 day of June, 20 10
by RALPH M. WESCOTT, who is personally known to me or who has produced FL Drivers License as identification.JANUARY L. FINCHER
MY COMMISSION # DD 797373
EXPIRES: June 12, 2012
Bonded Three Budget Notary ServicesJanuary L. Fincher
(Signature of Person Taking Acknowledgment)
January L. Fincher
(Name of Acknowledger Typed, Printed or Stamped)
Asst. Branch manager
(Title or Rank)
DD 797373
(Serial Number, if any)

MORTGAGE
(Continued)

Loan No: 119192

Page 7

TRUST ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Pinellas)
) SS
)

The foregoing instrument was acknowledged before me this 23 day of June, 2010
by RALPH M. WESCOTT, Trustee of THE WESCOTT LIVING TRUST, a Florida trust, on behalf of the trust. He or she is personally known
to me or has produced FL Drivers License as identification.

JANUARY L. FINCHER
MY COMMISSION # DD 797373
EXPIRES: June 12, 2012
Bonded Third Budget Notary Services

January L. Fincher
(Signature of Person Taking Acknowledgment)
January L. Fincher
(Name of Acknowledger Typed, Printed or Stamped)
Asst. Branch Manager
(Title or Rank)
DD 797373
(Serial Number, if any)

Exhibit "A"

PARCEL I:

The North 250.0 feet of the Southwest ¼ of Lot 11, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, PINELLAS GROVES, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, Less the North 30.0 feet for road right-of-way.

PARCEL II:

That portion of the East ½ of Lot 10, of PINELLAS GROVES, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, lying Southerly of the south boundary line of the following described lands:

That portion of the East ½ of Lot 10 of PINELLAS GROVES, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

From the Southeast corner of the Southwest ¼ of the Southeast ¼ of Section 1, Township 30 South, Range 15 East, run North 0 deg. 19'04" East along the East boundary of the Southwest ¼ of the Southeast ¼ of said Section, 72.01 feet; thence run North 88 deg. 49'10" West, 329.97 feet to the Southeast corner of said Lot 10; thence run North 0 deg. 11'30" East along the East boundary of said Lot 10, 625.66 feet to the Point of Beginning. Thence continue North 0 deg. 11'30" East, 106.27 feet, thence run North 88 deg. 53'26" West, 165.84 feet to an intersection with the West boundary of the East ½ of said Lot 10; thence run South 0 deg. 07'40" West along said West Boundary 106.27 feet; thence run South 88 deg. 53'26" East, 165.73 feet to the Point of Beginning, AND lying Northerly of the north boundary line of the following described lands:

A survey of that portion of the East ½ of Lot 10 of PINELLAS GROVES, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

From the Southeast corner of the Southwest ¼ of the Southeast ¼ of Section 1, Township 30 South, Range 15 East, run North 0 deg. 19'04" East along the East boundary of the Southwest ¼ of the Southeast ¼ of said Section, 72.01 feet; thence run North 88 deg. 49'10" West, 329.97 feet to the Southeast corner of said Lot 10 for a Point of Beginning. Thence run North 0 deg. 11'30" East along the East boundary of said Lot 10, 345.62 feet; thence run North 88 deg. 53'26" West, 165.43 feet to an intersection with the West boundary of the East ½ of said Lot 10; thence run South 0 deg. 07'49" West along said West boundary, 345.42 feet to the Southwest corner of the East ½ of said Lot 10; thence run South 88 deg. 49'10" East along the North right-of-way line of S.R. 688, 165.06 feet to the Point of Beginning.



This Instrument Prepared by and Return to:

Sue M Robinson
Buyers & Sellers Pro Title Company, LLC
5200 Seminole Boulevard, Suite D
St. Petersburg, Florida 33778
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel Identification (Folio) Number(s):
01/30/15/70416/400/0010

Rec 18.50

TRUSTEE AFFIDAVIT

File No.: 675000001

STATE OF FLORIDA
COUNTY OF Pinellas

Before me, the undersigned, authority, duly commissioned by the laws of Florida, on the 30th day of March, 2006 personally appeared Ralph M. Wescott,

who having been first duly sworn deposes and says:

1. Affiant is the Trustee of the Wescott Trust dated June 23, 1990 as evidenced by page 1 of the Trust (attached).

2. The following property is included in the Trust:

PARCEL I:

The North 250.0 feet of the Southwest ¼ of Lot 11, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, PINELLAS GROVES, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, Less the North 30.0 feet for road right-of-way.

PARCEL II:

That portion of the East ½ of Lot 10, of PINELLAS GROVES, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, lying Southerly of the south boundary line of the following described lands:

That portion of the East ½ of Lot 10 of PINELLAS GROVES, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

From the Southeast corner of the Southwest ¼ of the Southeast ¼ of Section 1, Township 30 South, Range 15 East, run North 0 deg. 19'04" East along the East boundary of the Southwest ¼ of the Southeast ¼ of said Section, 72.01 feet; thence run North 88 deg. 49'10" West, 329.97 feet to the Southeast corner of said Lot 10; thence run North 0 deg. 11'30" East along the East boundary of said Lot 10, 625.66 feet to the Point of Beginning. Thence continue North 0 deg. 11'30" East, 106.27 feet, thence run North 88 deg. 53'26" West, 165.84 feet to an intersection with the West boundary of the East ½ of said Lot 10; thence run South 0 deg. 07'40" West along said West Boundary 106.27 feet; thence run South 88 deg. 53'26" East, 165.73 feet to the Point of Beginning, AND lying Northerly of the north boundary line of the following described lands:

A survey of that portion of the East ½ of Lot 10 of PINELLAS GROVES, in the Southeast ¼ of Section 1, Township 30 South, Range 15 East, as recorded in Plat Book 1, Page 55, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

From the Southeast corner of the Southwest ¼ of the Southeast ¼ of Section 1, Township 30 South, Range 15 East, run North 0 deg. 19'04" East along the East boundary of the Southwest ¼ of the Southeast ¼ of said Section, 72.01 feet; thence run North 88 deg. 49'10" West, 329.97 feet to the Southeast corner of said Lot 10 for a Point of Beginning. Thence run North 0 deg. 11'30" East along the East boundary of said Lot 10, 345.62 feet; thence run North 88 deg. 53'26" West, 165.43 feet to an intersection with the West boundary of the East ½ of said Lot 10; thence run South 0 deg. 07'49" West along said West boundary, 345.42 feet to the Southwest corner of the East ½ of said Lot 10; thence run South 88 deg. 49'10" East along the North right-of-way line of S.R. 688, 165.06 feet to the Point of Beginning.

3. Affiant has full power and authority to sell and/or mortgage the above described property as evidenced by page _____ (attached) and no contrary powers or restrictions appear in the trust document.

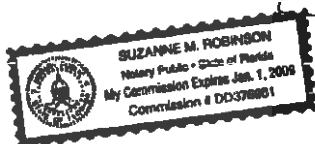
4. The Trust is in full force and effect and has been during the period of ownership of the above described property.

THIS AFFIDAVIT IS MADE WITH THE FULL KNOWLEDGE THAT Buyers & Sellers Pro Title Company, LLC WILL RELY ON THE TRUTH OF THE STATEMENTS MADE IN THIS AFFIDAVIT TO INDUCE SAID COMPANY TO ISSUE A POLICY OF TITLE INSURANCE.

Ralph M. Wescott
Ralph M. Wescott

Sworn to and subscribed before me this 30th day of March, 2006 by Ralph M. Wescott, who is personally known to me or who has produced driver license(s) as identification.

My Commission expires:



Suzanne M. Robinson
Printed Name:
Notary Public
Serial Number

Prepared By and Return To:
Lauren Christ Rubenstein, Esquire
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713

AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared RALPH M. WESCOTT, who, after being duly sworn upon his oath, deposes and says:

1. This Affidavit relates to the Quit Claim Deed for property located at 3550 135th Place North, Largo, Florida from Ralph M. Wescott recorded in Official Records Book 9376, Page 281 of the Official Records of Pinellas County, Florida, such property legally described as:

The North 250 feet of the Southwest 1/4 of Lot 11, in the Southeast 1/4 of Section 1, Township 30 South, Range 15 East, Pinellas Groves, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, less the North 30 feet for road right-of-way.

2. I am over the age of 18 and competent to make this Affidavit.
3. I have personal knowledge of the facts and matters stated herein, as I was the Grantee when the Quit Claim Deed was prepared and recorded.
4. I am the Trustee of the Wescott Living Trust UTD 6/23/1990.
-

5. The name of the Wescott Living Trust on the above-referenced Warranty Deed is incorrect, and should be reflected to read as follows:

Reflected in Warranty Deed as Recorded

Ralph M. Wescott, Trustee UTD
June 23, 1990

Should have Reflected

Ralph M. Wescott, as Trustee of the
the Wescott Living Trust UTD 6/23/1990

6. This Affidavit is being filed in Pinellas County, Florida for the purpose of correcting the scrivener's error referenced above.


RALPH M. WESCOTT

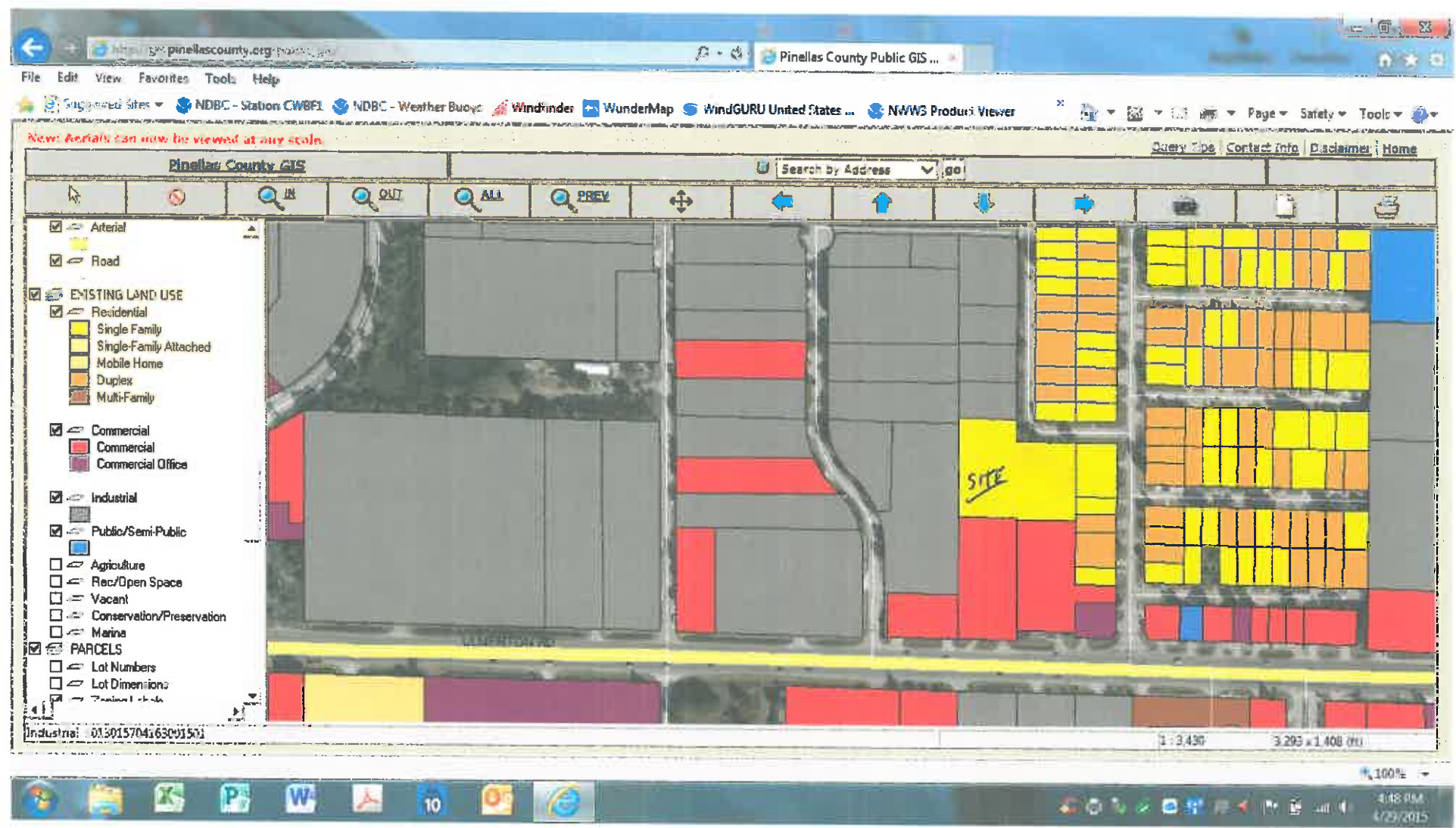
SWORN TO and subscribed before me by RALPH M. WESCOTT, who is personally known to me, on this 30th day of October, 2014.




NOTARY PUBLIC
My Commission Expires:

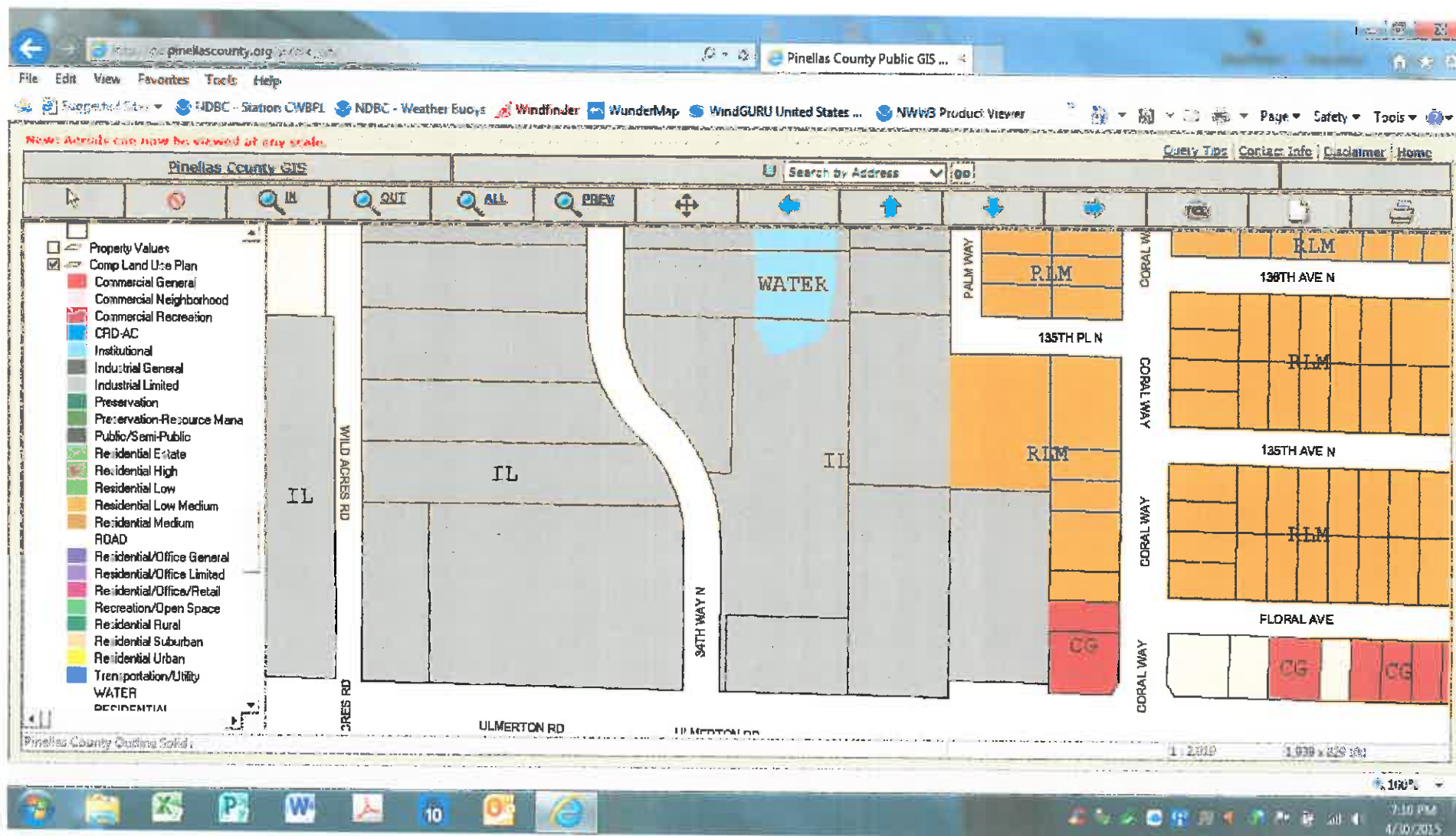


Mr. Ralph M. Wescott
3550 135th Pl
Largo, FL 33771-3904



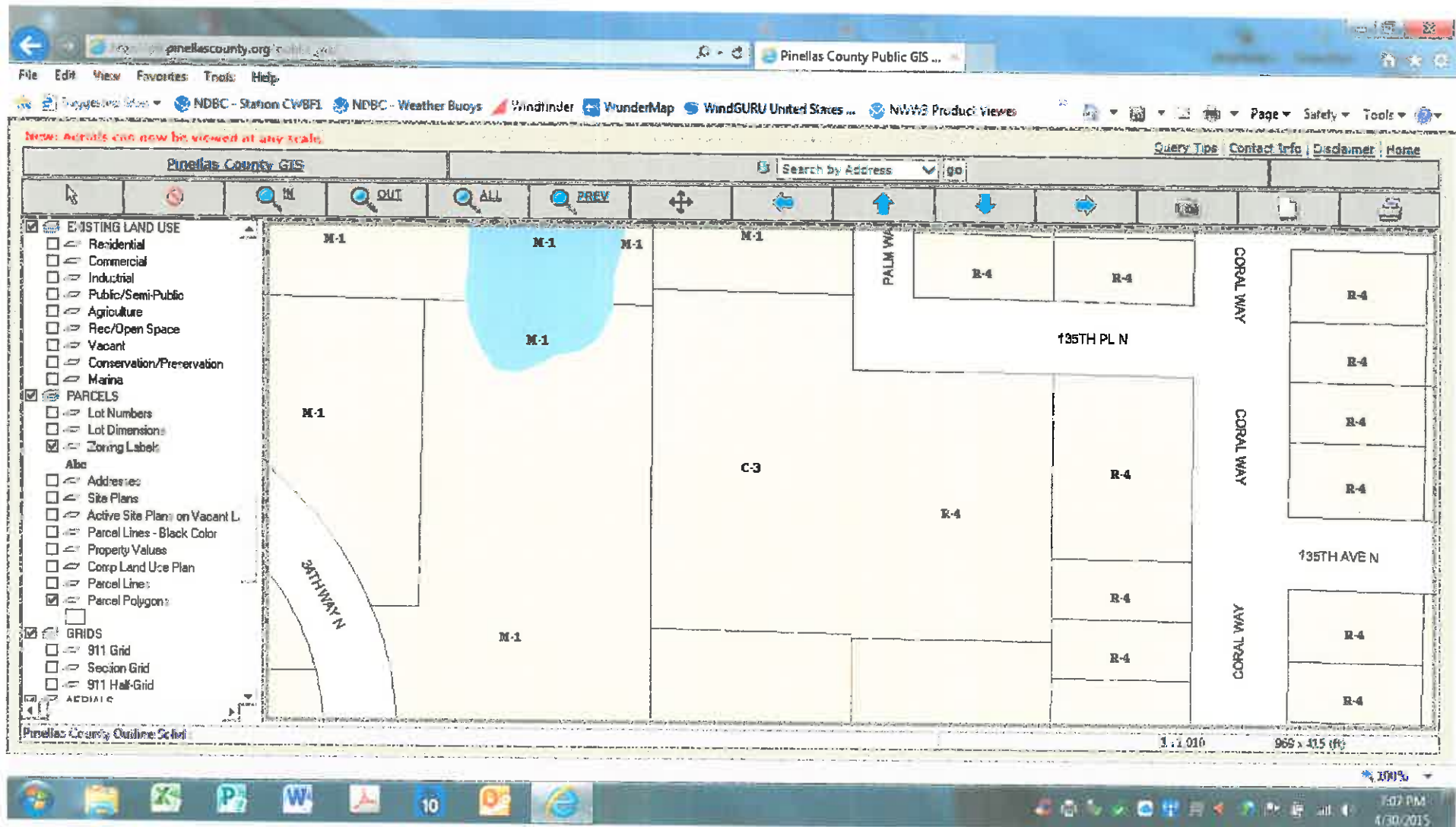


Mr. Ralph M. Wescott
3550 135th PI
Largo, FL 33771-3904



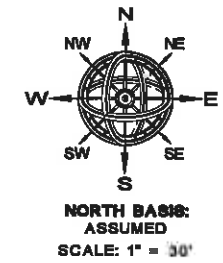


Mr. Ralph M. Wescott
3550 135th Pl
Largo, FL 33771-3904



CERTIFIED TO:
PALPH M. WESCOTT

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 15 EAST



A BOUNDARY SURVEY OF:

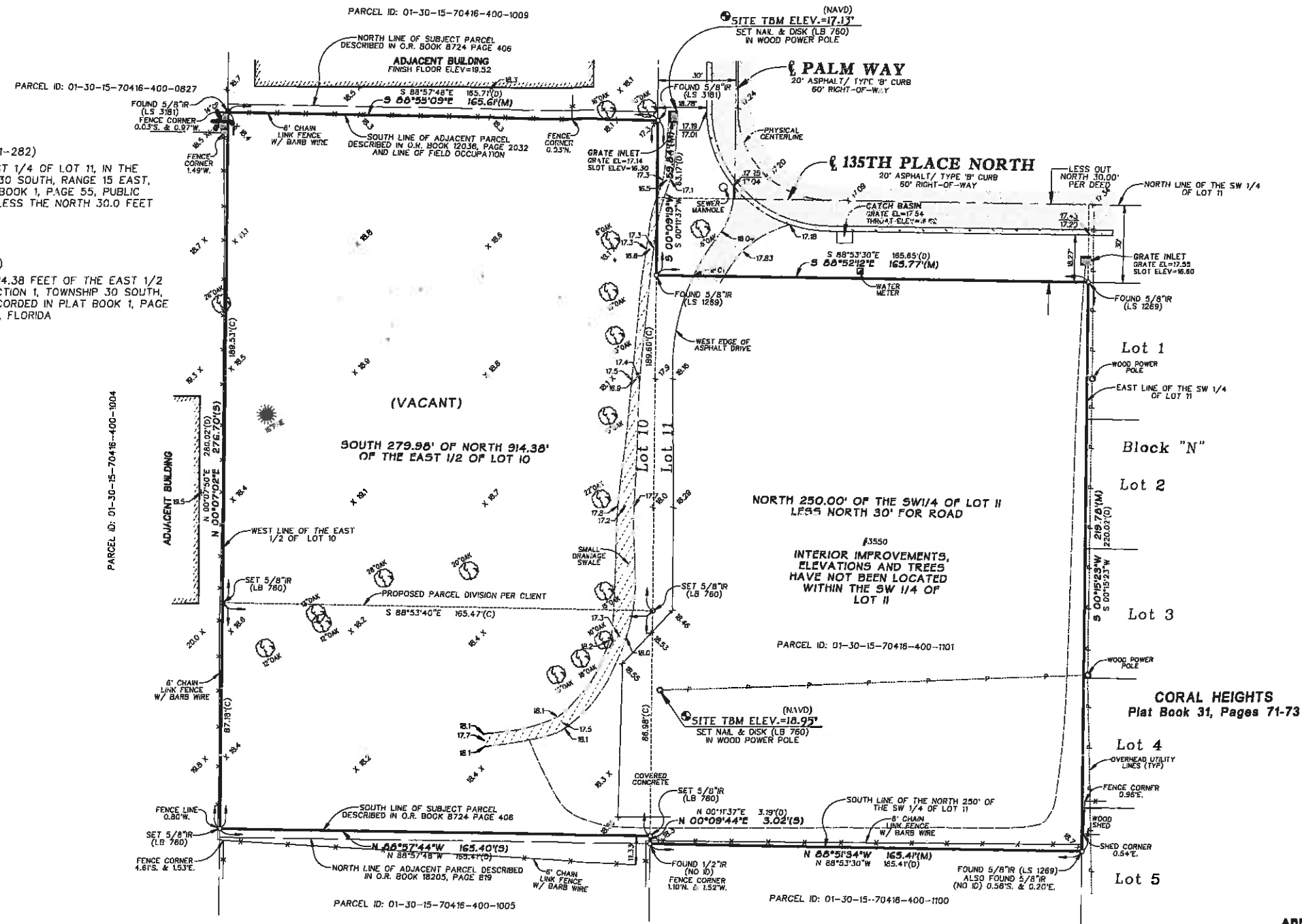
(OFFICIAL RECORDS BOOK 9376, PAGES 281-282)

THE NORTH 250.0 FEET OF THE SOUTHWEST 1/4 OF LOT 11, IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS GROVES, AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THE NORTH 30.0 FEET FOR ROAD RIGHT-OF-WAY.

TOGETHER WITH:

(OFFICIAL RECORDS BOOK 8724, PAGE 406)

THE SOUTH 279.98 FEET OF THE NORTH 914.38 FEET OF THE EAST 1/2 OF LOT 10, IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS GROVES, AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA



Flood Zone Data:
FLOOD ZONE X
COMMUNITY PANEL #125139 12103C0719 9
REVISED 9/03/03

Basis of Bearings:
EAST LINE OF THE SOUTHWEST 1/4 OF LOT 11, IN THE SOUTHEAST 1/4 OF SECTION 1-30-15, PINELLAS GROVES AS BEING S.00°15'23\"/>

Benchmark:
COUNTY BM #61476 (ST PETE NW BASE M)
ELEV=139.585' NGVD, ADJUSTED TO
ELEV=18.97' NAVD, MSL=0.00'

NOTE:

This Survey was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

Survey not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

This Survey is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof.

Z/ku-25-10-15

ABBREVIATIONS:

C = CENTERLINE
(C) = CALCULATED
(D) = DEED
EL = ELEVATION
ELEV = ELEVATION
ID = IDENTIFICATION
IR = IRON ROD
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
(M) = MEASURED
O.R. = OFFICIAL RECORDS
(S) = SET
TBM = TEMPORARY BENCHMARK
(TYP) = TYPICAL

CERTIFICATION

I hereby certify that the Survey represented hereon meets the requirements of Chapter 60-17.052, Florida Administrative Code.

No. 1269

JOHN C. BRENDLA
Florida State Surveyor Registration No. 1269
Certificate of Surveyor Registration No. 760

JOHN C. BRENDLA AND ASSOCIATES, INC.
Consulting Engineers and Land Surveyors

JCB

4015 82nd Avenue North
Pinellas Park, Florida 33781
Telephone (727) 576-7546
Facsimile (727) 577-9932

LB 760

1503-15.CRD

BOUNDARY AND TOPOGRAPHIC
SURVEY WITH TREE LOCATION
#3550 135TH PLACE NORTH

REVISIONS

No.	DESCRIPTION	DATE

FB: 902 PG: 27-29

Job Number: 1503-15
Survey Date: 3/17/15

Drawn: DS
Checked: JCB