



# Practical Guide to Platting

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## A User's Guide to Platting

10/1/2020

City of Dunedin, Florida  
Community Development  
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# PLATTING

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The following information is meant to assist our customers with platting in the City of Dunedin. It is intended for general information only. Always use the official laws or ordinances if absolute legal accuracy is required.

**Plat Required:** All land which is intended to be divided into three or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land; and includes establishment of new streets and alleys, additions, and resubdivisions; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided is required to be platted.

**Exemptions:** The following shall be subject to appropriate requirements relative to required infrastructure improvements but shall be exempt from the platting procedures:

(A) The combination or recombination of portions of previously platted lots where no new parcels, or residual parcels, result in lots of less area, width or depth than as required by the respective zoning district.

(B) The sale or exchange of parcels of land between owners of adjoining properties for the purpose of small adjustments in boundaries; provided that additional lots are not thereby created and that the original lots are not reduced below the minimum lot area and dimension requirements of the respective zoning district.

**Performance Security Option:** The plat should be submitted after completion of the required infrastructure and improvements. However, applicants may plat prior to the completion of required improvements by posting a performance security in accordance with [Section 104-60.1.2\(C\)](#) of the City's Land Development Code.

**Plat Review Application and Check List:** Please submit to us the [Application for Plat Review](#) and the [Platting Check List](#) from Pinellas County along with all necessary attachments when preparing the plat for review by the City of Dunedin. A copy of each is attached hereto.

**Completeness Review:** No plat application is complete unless all of the information required in the Platting Check List has been submitted. An application is deemed incomplete until all required information is received, including any additional information required by staff for review.

**Plat Review Fee:** A Plat Review Fee of \$600.00 is collected when the plat is deemed complete and accepted by the City for review.

**Conformity Review Fee:** The plat must be reviewed for conformity to Chapter 177, F.S. by a professional surveyor and mapper either employed by or under contract to the City, the costs of which shall be borne by the applicant. The City utilizes several surveying firms under a continuing contract for this service. After submittal, the applicant will be notified as to which firm will perform the conformity review as well as the cost for this review. The conformity review must be paid before the plat is scheduled for public hearing.

**Plat Certifications and Notifications:** Please use the model plat certifications and notifications on pages 5 and 6 below when preparing a plat for review and approval by the City of Dunedin.

**Average Review Time:** The average review time for plats by City staff is fifteen (15) business days. The conformity review by the City's consultant takes approximately thirty (30) days. Re-reviews usually take fourteen (14) days.

#### **Approval and Recordation of Plat**

**Resolution:** Upon approval, city staff will prepare a formal resolution of acceptance of the plat for the city commission's approval.

**City Commission Approval:** The plat will be presented to the city commission for review and approval at a public hearing. The actions of the city commission are legislative and quasi-judicial in nature allowing the city commission discretion to ensure public health, safety and welfare.

**Final Approval by the City:** Upon completion of the final inspection and with passage of a resolution of acceptance by the city commission, the original Mylar of the plat shall be signed by the city clerk. The city clerk will obtain the signatures of the mayor, the city manager and the city attorney on the plat.

**Recording the Plat:** After plat approval by the city, the developer shall cause the original Mylar of the plat to be transmitted to the county clerk of the circuit court, where processing and recording shall be accomplished. If a plat is not recorded within one (1) month from the date on which the plat was approved, such plat must be resubmitted to the city for reprocessing.

**Reproducible Plats to City:** Within ten (10) days after the recording of a plat, the developer shall deliver to the city four (4) reproducible copies of the recorded plat showing the plat book and page number(s) assigned to the plat and the verification of the clerk of the circuit court that it has been entered upon the public records of the county.

**Model Plat Certifications & Notifications**

*Surveyor's Plat Certification: With respect to #15 on page 3 of the County's Platting Check List, the surveyor's plat certification must state as follows:*

**SURVEYOR'S CERTIFICATION**

I CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT AND THE SURVEY DATA HEREON COMPLY WITH ALL THE REQUIREMENTS OF CHAPTER 177, F.S.; THAT THIS PLAT MEETS ALL MATERIAL IN COMPOSITION REQUIRED BY F.S. 177.091; THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; AND THAT PERMANENT REFERENCE MONUMENTS (PRM'S) HAVE BEEN SET BEFORE THE RECORDING OF THIS PLAT AND PERMANENT CONTROL POINTS (PCP'S) WILL BE SET AS REQUIRED BY LAW.

\_\_\_\_\_  
(Professional Surveyor and Mapper's Name)  
(Florida Registration Number)  
(Entity Name)  
(Entity Address)  
(Entity Certificate of Authorization Number)  
(Telephone Number)

*With respect to #16 on page 3 of the County's Platting Check List, the third column/right column of the cover sheet will have the City Commission certificate, followed by the City Manager certificate, County Clerk certificate, Conformity certificate, and the Surveyor's certification.*

*The Certificate of Approval of City Commission must state as follows:*

**CERTIFICATE OF APPROVAL OF CITY COMMISSION**

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
JULIE WARD BUJALSKI, MAYOR

\_\_\_\_\_  
NIKKI C. DAY, CITY ATTORNEY

\_\_\_\_\_  
REBECCA SCHLICHTER, CITY CLERK

***The Certificate of Approval of City Manager must state as follows:***

**CERTIFICATE OF APPROVAL OF CITY MANAGER**

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_; PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, WITHIN ONE MONTH FROM THE DATE OF THIS APPROVAL.

\_\_\_\_\_  
JENNIFER K. BRAMLEY, CITY MANAGER

***The Certificate of Conformity must state as follows:***

**CERTIFICATE OF CONFORMITY**

REVIEWED FOR CONFORMITY TO CHAPTER 177, PART I, FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO THE CITY OF DUNEDIN.

\_\_\_\_\_  
\_\_\_\_\_, PROFESSIONAL SURVEYOR & MAPPER  
DATE: \_\_\_\_\_  
FLORIDA REGISTRATION NO. \_\_\_\_\_  
(Entity Name)  
(Entity Address)  
(Entity Certificate of Authorization Number)  
(Telephone Number)

***Whenever any private roads, streets and/or utilities are included in a development, the following notification must appear on the plat:***

ALL ROADS, STREETS AND UTILITIES, INCLUDING STORMWATER FACILITIES DESIGNATED AS PRIVATE HEREON, ARE SPECIFICALLY SET ASIDE FOR THE USE BY THE PROPERTY OWNERS AND IN NO WAY CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OR TO THE CITY, IT BEING SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE CITY OF DUNEDIN, FOR MAINTENANCE OR IMPROVEMENT OF SUCH ROADS, STREETS AND UTILITIES.

**Contact Us**

Please contact [Joseph DiPasqua](#) at (727) 298-3193 with questions.

## Helpful Links

- City of Dunedin Land Development Code: [Division 6. Platting](#)
- Florida Statutes: [Chapter 177, Part I, Platting](#)

## Attachments

1. City of Dunedin Application for Plat Review (1 page)
2. Pinellas County Platting Check List (7 pages)
3. Pinellas County Sample Forms (30 pages)
4. Pinellas County Sample Cover Sheet Modified for Dunedin (1 page)

**Property Owner(s)**

Name		Email	
Address			
City		State	Zip
Phone	Fax		Cellular

**Applicant**

Name		Email	
Address			
City		State	Zip
Phone	Fax		Cellular

**Agent (if applicable)**

Name		Email	
Address			
City		State	Zip
Phone	Fax		Cellular

**General Information**

Project Name			
Property Location or Address			
Legal Description (attach additional sheets as necessary)			
Tax Parcel Number(s)		Total Acreage	
Land Use Category	Zoning District	FEMA Flood Zone(s)	Base Flood Elevation (BFE)

**Applicant/Agent Signature & Date**

Signature	Printed Name	Date
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**The following must be furnished with this application: [incomplete applications will not be accepted]**

- Completed Application for Plat Review
- \$600.00 Plat Review Fee
- Completed and Signed Platting Check List (by surveyor) including the following attachments:
  - Letters of No Objection
  - Proposed Plat (4 copies, DWG and PDF)
  - Boundary Survey (2 copies, DWG and PDF)
  - Title Opinion / Title Certification Letter (2 copies)
  - Private Street Sign Guarantee Letter (if applicable)
  - Original Sidewalk Guarantee
  - Engineer's Certification on Design

Item Addressed and/or Submitted	Private Subdivision	Commercial Single Lot	Com'l or Resd'l Subdivision	Villas or Townhomes	<p style="text-align: center;"><b><u>PLATTING CHECK LIST</u></b></p> <p style="text-align: center;"><b>A COMPILATION OF THE REQUIREMENTS FOUND IN CHAPTER 177 OF THE STATUTES FOR THE STATE OF FLORIDA AND SECTION 154 OF THE PINELLAS COUNTY CODE BOOK.</b></p> <p style="text-align: center;"><b>* THE PLAT MUST MATCH THE FAA PLANS</b></p>
	✓		✓	✓	1. Letters of no objection from the following: a) U.S. Postal Service (street names) b) 911 Communications (street names) c) Progress Energy (easements) d) Telephone (Verizon) (easements) e) Cable Television (easements) f) Gas, if applicable (easements) g) Water and/or Sanitary Sewer if supplied by a City or Private Utility (easements)
	✓	✓	✓	✓	2. <b>Six (6) copies of the proposed record plat (a digital copy also, if available)</b>
	✓	✓	✓	✓	3. <b>(FS 177.041) Every plat or replat of a subdivision submitted to the approving agency of the local governing body must be accompanied by:</b> a) <b>Two (2) copies of the boundary survey which meets the standards set forth in F.A.C. 5J-14 Standards of Practice (whenever possible enclose copies of all documents shown on survey not listed in title letter).</b> b) <b>Two (2) copies of, the title opinion of an attorney at law licensed in Florida, or a certification by a title company showing that record title to the land, as described and shown on the plat, is in the name of the person, persons, corporation, or entity executing the dedication. All mortgages not satisfied or released of record nor otherwise terminated by law must be included. The plat description must be the same as the title certification description. The title letter must have the description of the property as part of the title letter, and not attached as an exhibit. The document must include a 30-year search and enclose copies of all documents listed. ★</b>
	✓	✓	✓	✓	4. <b>The Plat Review fee and resubmittal fee as listed in the current fee schedule.</b>
			✓		5. Street sign fee – Quote will be sent with plat review. Check to be made payable to Pinellas County Board of County Commissioners and must be submitted with the submittal of the revised plat.
	✓			✓	6. Private Street Sign Guarantee Letter – Signs on private streets to be installed in accordance with the M.U.T.C.D. Manual. ★

★ *Indicates that sample forms are attached.*

Item Addressed and/or Submitted	Private Subdivision	Commercial Single Lot	Com'l or Resd'l Subdivision	Villas or Townhomes	<p style="text-align: center;"><b><u>PLATTING CHECK LIST</u></b></p> <p style="text-align: center;"><b>A COMPILATION OF THE REQUIREMENTS FOUND IN CHAPTER 177 OF THE STATUTES FOR THE STATE OF FLORIDA AND SECTION 154 OF THE PINELLAS COUNTY CODE BOOK.</b></p> <p style="text-align: center;"><b>* THE PLAT MUST MATCH THE FAA PLANS</b></p>
	✓	✓	✓	✓	7. P.R.M., P.C.P., and lot monument Inspection. The Surveyor must notify this office one (1) week prior to setting and flagging the P.R.M.s, P.C.P.s and lot monuments. Do not set these monuments until construction is at a point where they will not be destroyed. A bond for the PCPs and lot monuments is an option. When the monuments are set let the Survey Division know, so the inspection of the monuments can be completed. Each monument should be viewed, marked by a witness, and verified that the plat description matches what is set in the field prior to notifying the county to inspect the monuments. Monument stampings must meet the F.S. 177 Part 1 requirements. <b>PRMs will be required before the plat can be recorded.</b>
	✓	✓	✓	✓	8. The original mylar and a Photographic fixed line mylar of the plat, signed and sealed (including the Conformity Surveyor's signature) must be submitted to this office <u>no later than six (6) weeks prior to the BCC meeting you are requesting the plat to be placed on.</u> All signatures, seals, and stamps must be in permanent black ink and all seals must be readable. Three (3) paper copies are required after the Conformity Surveyor has signed.
	✓		✓	✓	9. The <b>original</b> Sidewalk Guarantee form signed (use blue ink) and notarized ★
	✓		✓	✓	10. Engineer's Certification on Design (signed and sealed) ★
	✓	✓	✓	✓	11. Clerk's release – A copy of the signed and sealed plat by all parties including the Conformity Surveyor, an original title certification letter in the proper format, and the recording fee in the amount of the current fee schedule is required <u>a minimum of six (6) weeks prior to the date of the BCC agenda that you want the plat placed on.</u> <b>Make check payable to the Clerk of the Circuit Court.</b>
	✓	✓	✓	✓	12. (FS 177.101) The developer must submit proof that they have fee simple title to that part of the tract covered by a proposed replat of a previously recorded plat, and it must be further shown that the vacation by the governing body of the county will not affect the ownership or right of convenient access of persons owning other parts of the subdivision. Upon their application for vacating the affected portion of the previously dedicated plat and rights of ways, all items listed in FS 177.101 (4) must be completed: "Persons making application for vacations of plats either in whole or in part shall give notice of their intention to apply to the governing body of the county to vacate said plat by publishing legal notice in a newspaper of general circulation in the county in which the tract or parcel of land is located, in not less than two weekly issues of said paper, and must attach to the petition for the vacation the proof of such publication, together with certificates showing that all state and county taxes have been paid. ... the taxes shall be deemed to have been paid if, in addition to any partial payments under S. 194.171, the owner of the platted lands sought to be vacated shall post a cash bond, ...".

★ *Indicates that sample forms are attached.*

Item Addressed and/or Submitted	Private Subdivision	Commercial Single Lot	Com'l or Resd'l Subdivision	Villas or Townhomes	<p style="text-align: center;"><b><u>PLATTING CHECK LIST</u></b></p> <p style="text-align: center;"><b>A COMPILATION OF THE REQUIREMENTS FOUND IN CHAPTER 177 OF THE STATUTES FOR THE STATE OF FLORIDA AND SECTION 154 OF THE PINELLAS COUNTY CODE BOOK.</b></p> <p style="text-align: center;"><b>* THE PLAT MUST MATCH THE FAA PLANS</b></p>
	✓	✓	✓	✓	<p>13. (FS 177.091-1, 2, &amp; 4) The plat must be:</p> <p>a) An original drawing made with black permanent drawing ink or varitype process on a good grade linen tracing cloth or with a suitable permanent black drawing ink on a stable base film, a minimum of 0.003 inches thick, coated upon completion with a suitable plastic material to prevent flaking and to assure permanent legibility; or a non-adhered scaled print on a stable base film made by photographic processes from a film scribing tested for residual hypo testing solution to assure permanency. Marginal lines, standard certificates and approval forms must be printed on the plat with a permanent black drawing ink.</p> <p>b) A photographic mylar copy of the original drawing must be submitted with the original drawing together with a paper copy of same.</p> <p>c) The overall size of each sheet must be 22" high by 28" wide, and must be drawn or printed with a marginal line completely around each sheet and placed so as to leave a 3 inch margin on the left side of the plat for binding purposes and a 1 inch margin on each of the remaining three sides.</p> <p>d) In all cases, the minimum scale is one inch equals 100 feet and the minimum size for lettering is <b>1/10<sup>th</sup> of an inch high</b> (Arial 12 or Leroy 120 for AutoCADD).</p>
	✓	✓	✓	✓	<p>14. (FS. 177.051 and 177.091-5) The subdivision name must be shown on each sheet with text of the same size and type. The name of the subdivision must be within the dedication. The subdivision plat must contain a dedication by the owner(s).</p>
	✓	✓	✓	✓	<p>15. (FS 177.061) The plat certification must bear the signature, registration number and seal of the surveyor and mapper, and must state "... this plat was prepared under his or her (my) direction and supervision and complies with all of the survey requirements of Chapter 177, Part 1 Florida Statutes ". Directly under the certification, the entity address and certificate of authorization number is required.</p>
	✓	✓	✓	✓	<p>16. (FS 177.071) Approval of plat by governing bodies. Three columns may be used for the front sheet. The description is in the upper left column. The dedication follows below the description, with acknowledgements, mortgage statements, and other information as needed. The third column / right column will have the County Commission certificate followed by the County Clerk certificate, conformity statement, and the surveyor certificate. <b>All streets, alleys, easements, rights-of-way, and public areas shown within the plat, unless otherwise stated, must be dedicated to the general public. Conservation easements must be dedicated to Pinellas County or other entity required by FS 704.06.</b></p>

★ *Indicates that sample forms are attached.*

Item Addressed and/or Submitted	Private Subdivision	Commercial Single Lot	Com'l or Resd'l Subdivision	Villas or Townhomes	<p style="text-align: center;"><b><u>PLATTING CHECK LIST</u></b></p> <p style="text-align: center;"><b>A COMPILATION OF THE REQUIREMENTS FOUND IN CHAPTER 177 OF THE STATUTES FOR THE STATE OF FLORIDA AND SECTION 154 OF THE PINELLAS COUNTY CODE BOOK.</b></p> <p style="text-align: center;"><b>* THE PLAT MUST MATCH THE FAA PLANS</b></p>
	✓	✓	✓	✓	17. (FS 177.091-3) When more than one sheet must be used, an index or key map must be included. Clearly labeled match lines to show where other sheets match or adjoin are requested.
	✓	✓	✓	✓	18. (FS 177.091-4) The scale must be stated and illustrated by a graphic scale on each drawing sheet.
	✓	✓	✓	✓	19. (FS 177.091-6) A prominent "north arrow" must be included on each drawing sheet. The specific basis of bearing reference line must be stated, and in all cases, the line must be referenced from some well-established and monumented line.
	✓	✓	✓	✓	20. (FS 177.091-7) P.R.M.s must be placed at each corner and change of direction on the boundary, and not more than 1,400 feet apart. Where such corners are found in an inaccessible place, "PRMs must be set on a nearby offset within the boundary of the plat and such offset must be so noted on the plat. Where corners are found to coincide with a previously set "P.R.M.," the description of the monument and license number of the responsible surveyor must be shown. P.R.M.s must be set before the plat is recorded, and shown by an appropriate symbol or designation.
	✓	✓	✓	✓	21. (FS 177.091-8) P.C.P.s must be set at the centerline of the right-of-way, at the intersection and terminus of all streets, at each change of direction, and no more than 1,000 feet apart. P.C.P.s must be shown on the plat by an appropriate symbol or designation.
	✓	✓	✓	✓	22. (FS 177.091-9) Monuments must be set at all lot corners, points of intersection, and changes of direction of lines within the subdivision which do not require a "P.R.M." or a "P.C.P.". A bond may be substituted for the lot corner monument requirements, and proof of the bond must be submitted. The plat must note which corners have been bonded. Corners must be shown on the plat by an appropriate symbol or designation.
	✓	✓	✓	✓	23. (FS 177.091-10) The section, township, and range must appear immediately under the name of the plat on each sheet. The City name and/or Pinellas County, Florida must be stated under the section, township, and range.
	✓	✓	✓	✓	24. (FS 177.091-11) Each plat must show a description of the lands subdivided, and the description must be the same in the title certification letter. The description must be so complete that from it, without reference to the plat, the starting point and boundary can be determined.
	✓	✓	✓	✓	25. (FS 177.091-14) All information called for in a metes and bounds description, such as the point of commencement, course bearing and distances, and the point of beginning, must be included. All section lines, quarter section lines, and government lot lines occurring within the subdivision must be indicated.

★ *Indicates that sample forms are attached.*

Item Addressed and/or Submitted	Private Subdivision	Commercial Single Lot	Com'l or Resd'l Subdivision	Villas or Townhomes	<p style="text-align: center;"><b><u>PLATTING CHECK LIST</u></b></p> <p style="text-align: center;"><b>A COMPILATION OF THE REQUIREMENTS FOUND IN CHAPTER 177 OF THE STATUTES FOR THE STATE OF FLORIDA AND SECTION 154 OF THE PINELLAS COUNTY CODE BOOK.</b></p> <p style="text-align: center;"><b>* THE PLAT MUST MATCH THE FAA PLANS</b></p>
	✓	✓	✓	✓	26. (FS 177.091-15) Location, width, and names of all streets, waterways, or other rights-of-way must be shown. Document references from the public records must be shown.
	✓	✓	✓	✓	27. (FS 177.091-16) Location and width of proposed and existing easements identified must be shown on the plat or in the notes, and their intended use must be clearly stated. Where easements are not coincident with property lines, they must be labeled with bearings and distances and tied to the principal lot, tract, or right-of-way. Documentation references from the public records must be shown, if provided to the surveyor.
	✓	✓	✓	✓	28. (FS 177.091-17) All contiguous properties must be identified by subdivision title, plat book, and page, or, if unplatted, land must be so designated. All adjacent lot lines must be shown with lot or tract labels. Regarding replats, sufficient ties must be shown to controlling lines of a previous plat to permit an overlay to be made. The subtitle must state the name of the subdivision being replatted and the recording reference.
	✓	✓	✓	✓	29. (FS 177.091-18) All lots must be numbered either by progressive numbers or, if in blocks, progressively numbered in each block, and the blocks progressively numbered or lettered, except that blocks in numbered additions bearing the same name may be numbered consecutively throughout the several additions.
	✓	✓	✓	✓	30. (FS 177.091-19) Sufficient survey data must be shown to positively describe the bounds of all areas shown on the plat.
	✓	✓	✓	✓	31. (FS 177.091-20) Curvilinear lot lines must show the following: arc distances, central angles, and radii, together with chord and chord bearing or azimuths. Radial lines must be so designated. Direction of nonradial lines must be indicated. Non-tangent curves must be so designated.
	✓	✓	✓	✓	32. (FS 177.091-21) Angles, bearings, or azimuth to show direction of all lines must be shown, and all bearings, angles, or azimuth must be shown to the nearest second of arc.
	✓	✓	✓	✓	33. (FS 177.091-25) All areas on the plat must be clearly shown and the purpose indicated. All interior excepted parcels as described in the description of the lands being subdivided must be clearly indicated and labeled "Not a part of this plat". Unusable strips will not be permitted.
	✓	✓	✓	✓	34. (FS 177.091-26) Line and curve tables must appear on the sheet to which the information applies.
	✓	✓	✓	✓	35. (FS 177.091-27) The plat must include, in a prominent place, the following statement: "NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county."

★ *Indicates that sample forms are attached.*

Item Addressed and/or Submitted	Private Subdivision	Commercial Single Lot	Com'l or Resd'l Subdivision	Villas or Townhomes	<p style="text-align: center;"><b><u>PLATTING CHECK LIST</u></b></p> <p style="text-align: center;"><b>A COMPILATION OF THE REQUIREMENTS FOUND IN CHAPTER 177 OF THE STATUTES FOR THE STATE OF FLORIDA AND SECTION 154 OF THE PINELLAS COUNTY CODE BOOK.</b></p> <p style="text-align: center;"><b>* THE PLAT MUST MATCH THE FAA PLANS</b></p>
	✓	✓	✓	✓	36. (FS 177.091-28) The plat must include, in a prominent place, the following statement: "All public utility easements must provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility."
	✓	✓	✓	✓	37. (FS 177.091-29) A legend of all symbols and abbreviations must be shown.
	✓	✓	✓	✓	38. The centerlines of all streets must be shown as follows: <b>noncurved lines</b> : distances together with either bearings or azimuths; <b>curved lines</b> : arc distances, central angles, and radii, together with chord and chord bearing or azimuth.
	✓	✓	✓	✓	39. Park and recreation parcels as applicable must be so designated.
	✓		✓	✓	40. Street names must be no longer than 14 characters (including spaces and abbreviated suffix) and must conform to the following: <ul style="list-style-type: none"> <li>a) Each street must have one correct name. Avoid the use of directionals and suffixes to change street names at changes in direction.</li> <li>b) Avoid the assignment of a primary street name that is also used as a suffix (Court Street, South Blvd.).</li> <li>c) Avoid sound alike names (Beech and Beach, Main and Maine)</li> <li>d) Acceptable suffix abbreviations are (Dr, Ave, Ct, Pl, St, Blvd, Pkwy, Cir, Ln, Rd, Terr, Way, and Cswy)</li> </ul>
	✓		✓	✓	41. <b>Platting prior to the completion of improvements requires the submittal of the following items:</b> <ul style="list-style-type: none"> <li>a) A cost estimate for 110% of the cost to build the infrastructure. This cost estimate must be signed and sealed by a Florida Registered Professional Engineer. ★</li> <li>b) A completion bond or irrevocable letter of credit with the owner/developer as Principal, for the amount of the cost estimate. ★</li> </ul>
					42. <b>Platting after the completion of improvements requires the submittal of the following items:</b>

★ *Indicates that sample forms are attached.*

Item Addressed and/or Submitted	Private Subdivision	Commercial Single Lot	Com'l or Resd'l Subdivision	Villas or Townhomes	<p style="text-align: center;"><b><u>PLATTING CHECK LIST</u></b></p> <p style="text-align: center;"><b>A COMPILATION OF THE REQUIREMENTS FOUND IN CHAPTER 177 OF THE STATUTES FOR THE STATE OF FLORIDA AND SECTION 154 OF THE PINELLAS COUNTY CODE BOOK.</b></p> <p style="text-align: center;"><b>* THE PLAT MUST MATCH THE FAA PLANS</b></p>
	✓		✓	✓	<ul style="list-style-type: none"> <li>a) A cost estimate for 110% of the cost to build the infrastructure. This cost estimate must be signed and sealed by a Florida Registered Professional Engineer. ★</li> <li>b) A maintenance bond or irrevocable letter of credit with the owner/developer as Principal, for 20% of the cost estimate. ★</li> <li>c) The Engineer's Certification on Completion. ★</li> <li>d) Highway's letter of final inspection and acceptance of the roads as complete.</li> <li>e) Pinellas County Utilities Department acceptance on completion of the water and/or sanitary sewer systems; or acceptance by the City or Private Utility provider if applicable.</li> <li>f) Subdivider's Affidavit. ★</li> <li>g) Inspection and approval of the setting of the PCPs and Lot Monuments by the Surveyor responsible for the Conformity Review for the County.</li> </ul>
	✓			✓	<p><b>43.</b> As of January 1, 1993 all private subdivisions must be constructed prior to the plat being recorded unless a Payment &amp; Escrow agreement is approved by the County Attorney's office prior to the plat being accepted for submittal to the BCC. ★</p>

Submitted by:

\_\_\_\_\_

Name of signing surveyor
Date
LS/LB number

★ *Indicates that sample forms are attached.*

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA  
COUNTY OF PINELLAS

It is hereby certified that this plat has been officially approved for record by the Board of County Commissioners of the County of Pinellas, Florida, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

Approved:

\_\_\_\_\_  
Chairman, Board of County Commissioners

Ken Burke, Clerk  
Pinellas County, Florida

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

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA  
COUNTY OF PINELLAS

I, Ken Burke, Clerk of the Circuit Court of Pinellas County, Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the Statutes of Florida pertaining to maps and plats, and that this plat has been filed for record in Plat Book \_\_\_\_\_, Page(s) \_\_\_\_\_, Public Records of Pinellas County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

Ken Burke, Clerk  
Pinellas County, Florida

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

**CERTIFICATE OF CONFORMITY:**  
REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1,  
FLORIDA STATUTES

\_\_\_\_\_  
Shirley B. Zeller, PSM  
Florida Professional Surveyor and Mapper, License Number: LS5877  
Survey and Mapping Division, Office of Engineering and Technical Support  
Pinellas County, Florida

\_\_\_\_\_  
Date

CERTIFICATE OF MORTGAGEE (FOR USE ON PLATS)

THE UNDERSIGNED, AS MORTGAGEE(S) UNDER A CERTAIN MORTGAGE DATED \_\_\_\_\_, 20 \_\_\_\_\_, RECORDED IN O.R. BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, JOINS IN AND CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED HEREON, AND AGREES THAT IN THE EVENT OF FORECLOSURE OF THIS MORTGAGE ALL DEDICATED AREAS SHALL SURVIVE AND BE ENFORCEABLE.

(NAME OF MORTGAGE INSTITUTION)

BY: _____	_____
	WITNESS
NAME: _____	_____
	PRINTED NAME OF WITNESS
TITLE: _____	_____
	WITNESS
	_____
	PRINTED NAME OF WITNESS

ACKNOWLEDGMENT AS TO MORTGAGEE:

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

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_ BY \_\_\_\_\_, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION AND WHO DID/DID NOT TAKE AN OATH.

NOTARY SIGNATURE	<b><i>(this area reserved for notary stamp or printed name, commission number and expiration date of commission)</i></b>
------------------	--------------------------------------------------------------------------------------------------------------------------

CONSENT TO PLATTING OF LANDS  
AND PARTIAL RELEASE OF MORTGAGE

(I) (WE) the undersigned, as mortgagee(s) under a certain mortgage dated \_\_\_\_\_ A.D. 20\_\_, recorded in O.R. Book \_\_\_\_\_ Page(s) \_\_\_\_\_ Public Records of Pinellas County, covering the following described real property located in said county, to wit:

**(Enter the legal description of the property covered by the mortgage here)  
DO NOT ATTACH AS AN EXHIBIT**

do hereby consent to the platting of said lands, or so much thereof as is contained in the proposed plat, as a plat to be known as: \_\_\_\_\_ and hereby join in the dedication of such lands as such plat and release from the lien of such mortgage all streets, and all other areas shown by said plat to be dedicated to public use, and agree that in the event of foreclosure of this mortgage all dedicated areas shall survive and be enforceable.

Witness (his/her/their) hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_\_.

MORTGAGEE(S)

WITNESSES

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND/OR TITLE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by \_\_\_\_\_, who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Notary Signature

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

\_\_\_\_\_  
Commission Number

(Place notary stamp here)

**Prepared by and return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(The fee for recording this form  
must be paid at the time the  
form is recorded.)**

**CONSENT TO PLAT NOTE REQUIRED ON PLAT WHEN  
A PRE-RECORDED CONSENT TO PLAT FORM IS USED**

(Name of Mortgage Holder) , AS MORTGAGEE UNDER CERTAIN MORTGAGE DATED (Date mortgage signed) , RECORDED IN (O.R. Book and Page) , PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BY THE CONSENT TO PLATTING AS RECORDED IN (O.R. Book and Page consent form is recorded in) DOES JOIN IN AND CONSENT TO THE DEDICATION OF THE LANDS DESCRIBED HEREON, AND AGREES THAT IN THE EVENT OF THE FORECLOSURE OF THIS MORTGAGE ALL DEDICATED AREAS SHALL SURVIVE AND BE ENFORCEABLE.

**TITLE CERTIFICATION LETTER**

RE: PROPOSED PLAT OF \_\_\_\_\_ ♂ \_\_\_\_\_ .

This is to certify that I, Name of person certifying the examination have examined the Public Records of Pinellas County, State of Florida thru \_\_\_\_\_ ♂\_\_\_\_\_ In regards to the following described property:

**(THE LEGAL DESCRIPTION MUST BE INSERTED HERE NOT AS AN ATTACHMENT AND MUST MATCH THE LEGAL DESCRIPTION AS SHOWN ON THE PLAT.)**

We find the recorded titleholder to the above vested in \_\_\_\_\_ , which is the same (persons or Corporations) that appear in the dedication of the proposed plat.

The only mortgage of record is held by \_\_\_\_\_ ♂\_\_\_\_\_ recorded in Official Record Book \_\_\_\_\_ Page \_\_\_\_\_ Recorded \_\_\_\_\_ (date) \_\_\_\_\_ in the Public Records of Pinellas County, Florida.

♂♂♂

(Signature of person listed above)

♂ Name of plat as shown on plat title and in the plat dedication language.

♂♂ Date cannot be over 120 days old at the time of recording of the plat.

♂♂♂ If no mortgage so state.

♂♂♂♂ Add after the mortgage information and all easements and encumbrances.

**Letter must be on the company letterhead of the person signing or the company name, address, phone number & email address must be typed at the top of this form.**

(The Pinellas County Land Development Code, by its applicable paragraph, requires the construction of sidewalks on all arterial, collector, commercial and subdivision streets. To guarantee construction of sidewalks the developer shall submit to Regulatory Services, along with his final plat, this instrument properly executed, and acknowledged, which will be recorded in the public records of Pinellas County at the time the plat is recorded.)  
(Remove this heading when using form.)

**SIDEWALK GUARANTEE**

(Names of all owners) the fee simple title holders to the real estate located in Pinellas County, Florida, described as (name of plat) do hereby for themselves and their heirs and assigns, acknowledge and declare that the following condition will be met and performed with respect to the said real estate:

A sidewalk will be constructed along (list all streets and sidewalk widths). It is agreed that the sidewalk along all areas without lot frontage will be physically installed before Pinellas County's acceptance of the roads. It is further agreed that said sidewalk will be physically installed before issuance of a Certificate of Occupancy on any residence. Sidewalks along the streets adjacent to the lot must be in place before the Certificate of Occupancy will be issued for that lot.

IN WITNESS WHEREOF, the said (owner's name), have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Witness \_\_\_\_\_ (Sign name here) \_\_\_\_\_ (Sign name here) (Corporate)  
(Print name here) (Print name of person signing) (Seal)

Witness \_\_\_\_\_ (Sign name here) If the owner is a corporation the title of  
(Print name here) the person signing must be printed along  
with the persons name.

**ONE OF THE FOLLOWING SHORT FORMS OF ACKNOWLEDGMENT**  
**MUST BE USED WITH THIS DOCUMENT**

**(1) FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

STATE OF ( \_\_ State \_\_ )  
COUNTY OF ( \_\_ County \_\_ )

The foregoing instrument was acknowledged before me this (date) by (name of person acknowledged), who is personally known to me or who has produced (type of identification) as identification and who did (did not) take an oath.

(signature of notary)  
(full notary stamp or stamp and raised seal)

Continued

**(2) FOR A CORPORATION:**

STATE OF ( State )  
COUNTY OF ( County )

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer or agent) of (name of corporation), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification and who did (did not) take an oath.

(signature of notary)  
(full notary stamp or stamp and raised seal)

**(3) FOR A PARTNERSHIP:**

STATE OF ( State )  
COUNTY OF ( County )

The foregoing instrument was acknowledged before me this (date) by (name of acknowledging partner or agent), partner (or agent) on behalf of (name of partnership), a partnership. He/she is personally known to me or has produced (type of identification) as identification and who did (did not) take an oath.

(signature of notary)  
(full notary stamp or stamp and raised seal)

**(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:**

STATE OF ( State )  
COUNTY OF ( County )

The foregoing instrument was acknowledged before me this (date) by (name of attorney in fact), who is personally known to me or who has produced (type of identification) as identification and who did (did not) take an oath.

(signature of notary)  
(full notary stamp or stamp and raised seal)

**PRIVATE STREET SIGN INSTALLATION GUARANTEE**

\_\_\_\_\_, the fee simple title holder to the real estate located in Pinellas County, Florida, described as the \_\_\_\_\_, do hereby for themselves and their heirs and assigns, acknowledge and declare that the following condition will be met and performed with respect to the said real estate:

Street name signs and regulatory signs will be installed on \_\_\_\_\_ as required by Pinellas County and will be in accordance with the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Pinellas County Land Development Code" latest revision.

It is further agreed that said street and regulatory signs will be physically installed before issuance of a Certificate of Occupancy on any residence.

IN WITNESS WHEREOF, the said \_\_\_\_\_, have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Owner

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print name & title)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
(Print name)

**USE ONE OF THE SHORT FORMS OF ACKNOWLEDGMENT  
SHOWN WITH THE SIDEWALK GUARANTEE HERE**

**ENGINEER'S CERTIFICATION ON DESIGN**

I, \_\_\_\_\_, hereby certify that the design, plans and specifications of all improvements in connection with (Name of project as shown on plat) have been reviewed by me and found to be in accordance with the Pinellas County Land Development Code (latest revision) to the best of my belief or knowledge.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Signed \_\_\_\_\_

Florida Registration No. \_\_\_\_\_

(Affix seal here)

**ENGINEER'S CERTIFICATION ON COMPLETION**

I, \_\_\_\_\_, hereby certify that all improvements in connection with (Name of project as shown on plat) have been inspected and found to be in accordance with the County's Final Administrative Approved Plans, as signed by the County Administrator, or changes thereto authorized by me meeting the terms of the Pinellas County Land Development Code to the best of my knowledge and belief.

\_\_\_\_\_ No changes were made. Construction completed according to above approved plans.

\_\_\_\_\_ Record drawings showing changes accompany this certificate.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Signed \_\_\_\_\_

Florida Registration No. \_\_\_\_\_

(Affix seal here)

**CERTIFICATE OF COST ESTIMATE**

I, \_\_\_\_\_ , a Registered Florida Engineer, License No. \_\_\_\_\_ , do hereby estimate that 110% of the cost of the improvements **ITEMIZED BELOW OR IN THE ATTACHED EXHIBIT "A"** is \$ \_\_\_\_\_ .

\_\_\_\_\_  
Registered Florida Engineer

(Affix seal here)

**AFFIDAVIT BY SUBDIVIDER**

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

I, (Subdivider's printed or typed name), having been first duly sworn, do now depose and say:

That all persons, firms, and corporations who have furnished services, labor or materials for (Name of plat) have fully completed their respective work, and that there are no bills for labor, materials, or appliances in connection with such construction which have not been paid.

\_\_\_\_\_  
(Subdivider's signature)

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

(signature of notary)  
(printed name of notary)

(full notary stamp or raised seal)

**COMPLETION IRREVOCABLE  
LETTER OF CREDIT SUBDIVISIONS**

Bank's correct  
name, address &  
phone number

Page 1 of \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Letter of Credit No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
Location: \_\_\_\_\_

**Applicant:**

Principal's name, address,  
and phone number

**Currency: United States of America Dollars**

**Amount: \$**

Beneficiary: PINELLAS COUNTY BOARD OF COUNTY  
COMMISSIONERS OR ITS SUCCESSOR IN INTEREST  
IN THE EVENT OF ANNEXATION BY A MUNICIPALITY  
(Attn: Regulatory Services,  
440 Court Street, 3rd Floor  
Clearwater, Florida 33756)

Gentlemen:

We hereby irrevocably authorize you to draw on (lending institutions correct name) for the account of (principals name) up to the aggregate amount of (written dollars amount and written hundredths of a dollar) \$ 00,000.00 United States Dollars, available by your sight draft(s), when accompanied by:

A statement bearing the printed name and signature of the PINELLAS COUNTY DIRECTOR OF THE DEPARTMENT OF ENVIRONMENT AND INFRASTRUCTURE, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST stating that the (principal) has failed to construct the (roads, drainage, sanitary, water, sidewalks, PCPs & lot monuments) infrastructure improvements in accordance with Pinellas County's requirements and Florida Statute 177 for (name of subdivision), and that PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST is now drawing on (lending institutions name) Letter of Credit No. \_\_\_\_\_ for construction of the (above stated) improvements for the above said subdivision.

All drafts must be present for payment at our office no later than our close of business on (date).

All drafts must be noted as "drawn under (lending institutions correct name) Irrevocable Letter of Credit No. \_\_\_\_\_" and all drafts drawn under this Letter of Credit must be endorsed by the DIRECTOR OF THE DEPARTMENT OF ENVIRONMENT AND INFRASTRUCTURE, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation to us.

By: \_\_\_\_\_ (authorized signature)  
(Typed name & title of person signing)

NOTE: This sample contains Pinellas County requirements, however, Financial institutions may have additional requirements.

**MAINTENANCE IRREVOCABLE  
LETTER OF CREDIT SUBDIVISIONS**

Bank's correct  
name, address &  
phone number

Page 1 of \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Letter of Credit No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
Location: \_\_\_\_\_

**Applicant:**

Principal's name, address,  
and phone number

**Currency: United States of America Dollars**

**Amount: \$**

Beneficiary: PINELLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS  
OR ITS SUCCESSOR IN INTEREST  
IN THE EVENT OF ANNEXATION BY  
A MUNICIPALITY  
(Attn: Regulatory Services,  
440 Court Street, 3rd Floor  
Clearwater, Florida 33756)

Gentlemen:

We hereby irrevocably authorize you to draw on (lending institutions correct name) for the account of (principals name) up to the aggregate amount of (written dollars amount and written hundredths of a dollar) \$ 00,000.00 United States Dollars, available by your sight draft(s), when accompanied by:

A statement bearing the printed name and signature of the PINELLAS COUNTY DIRECTOR OF DEPARTMENT OF ENVIRONMENT AND INFRASTRUCTURE, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST stating that the (principal) has failed to maintain the (state the required) improvements in accordance with Pinellas County's requirements for (name of subdivision), and that PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST is now drawing on (lending institutions name) Letter of Credit No. \_\_\_\_\_ for construction of the (above stated) improvements for the above said subdivision.

All drafts must be present for payment at our office no later than our close of business on (date) (18 MONTHS FROM DATE OF LETTER ACCEPTING THE WORK AS COMPLETE.

All drafts must be noted as "drawn under (lending institution) Irrevocable Letter of Credit No. \_\_\_\_\_" and all drafts drawn under this Letter of Credit must be endorsed by the DIRECTOR OF DEPARTMENT OF ENVIRONMENT AND INFRASTRUCTURE, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation to us.

By: \_\_\_\_\_ (authorized signature)  
(Typed name & title of person signing)

NOTE: This sample contains Pinellas County requirements, however, Financial institutions may have additional requirements.

**COMPLETION IRREVOCABLE LETTER OF CREDIT**  
**WORK WITHIN RIGHT-OF-WAY or EASEMENTS**

Bank's correct  
name, address &  
phone number

Page 1 of \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Letter of Credit No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
Location: \_\_\_\_\_

**Applicant:**

Principal's name, address,  
and phone number

**Currency: United States of America Dollars**

**Amount: \$**

Beneficiary: PINELLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS  
OR ITS SUCCESSOR IN INTEREST  
IN THE EVENT OF ANNEXATION BY  
A MUNICIPALITY  
(Attn: Regulatory Services  
440 Court Street, 3rd Floor  
Clearwater, Florida 33756)

Gentlemen:

We hereby irrevocably authorize you to draw on (lending institutions correct name) for the account of (principals name) up to the aggregate amount of (written dollars amount and written hundredths of a dollar) \$ 00,000.00 United States Dollars, available by your sight draft(s), when accompanied by:

A statement bearing the printed name and signature of the PINELLAS COUNTY DIRECTOR OF DEPARTMENT OF ENVIRONMENT AND INFRASTRUCTURE, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST stating that the (principal) has failed to construct the (state the required) improvements in accordance with Pinellas County's requirements for (project name & right-of-way utilization permit number), and that PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST is now drawing on (lending institutions name) Letter of Credit No. \_\_\_\_\_ for construction of the (above stated) improvements for the above stated Right-of-way Utilization Permit.

All drafts must be present for payment at our office no later than our close of business on (date).

All drafts must be noted as "drawn under (lending institutions correct name) Irrevocable Letter of Credit No. \_\_\_\_\_" and all drafts drawn under this Letter of Credit must be endorsed by the DIRECTOR OF DEPARTMENT OF ENVIRONMENT AND INFRASTRUCTURE, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation to us.

By: \_\_\_\_\_ (authorized signature)  
(Typed name & title of person signing)

NOTE: This sample contains Pinellas County requirements, however, Financial institutions may have additional requirements.

**MAINTENANCE IRREVOCABLE LETTER OF CREDIT**  
**WORK WITHIN RIGHT-OF-WAY or EASEMENTS**

Bank's correct  
name, address &  
phone number

Page 1 of \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Letter of Credit No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
Location: \_\_\_\_\_

**Applicant:**

Principal's name, address,  
and phone number

**Currency: United States of America Dollars**

**Amount: \$**

Beneficiary: PINELLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS  
OR ITS SUCCESSOR IN INTEREST  
IN THE EVENT OF ANNEXATION BY  
A MUNICIPALITY  
(Attn: Regulatory Services  
440 Court Street, 3rd Floor  
Clearwater, Florida 33756)

Gentlemen:

We hereby irrevocably authorize you to draw on (lending institutions correct name) for the account of (principals name) up to the aggregate amount of (written dollars amount and written hundredths of a dollar) \$ 00,000.00 United States Dollars, available by your sight draft(s), when accompanied by:

A statement bearing the printed name and signature of the PINELLAS COUNTY DIRECTOR OF DEPARTMENT OF ENVIRONMENT AND INFRASTRUCTURE, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST stating that the (principal) has failed to maintain the (state the required) improvements in accordance with Pinellas County's requirements for (project name & right-of-way utilization permit number), and that PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST is now drawing on (lending institution) Letter of Credit No. \_\_\_\_\_ for construction of the (above stated) improvements for the above stated Right-of-way Utilization Permit.

All drafts must be present for payment at our office no later than our close of business on (date) WHICH IS 18 MONTHS FROM THE DATE OF LETTER ACCEPTING THE WORK AS COMPLETE.

All drafts must be noted as "drawn under (lending institutions correct name) Irrevocable Letter of Credit No. \_\_\_\_\_" and all drafts drawn under this Letter of Credit must be endorsed by the DIRECTOR OF DEPARTMENT OF ENVIRONMENT AND INFRASTRUCTURE, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation to us.

By: \_\_\_\_\_ (authorized signature)  
(Typed name & title of person signing)

NOTE: This sample contains Pinellas County requirements, however, Financial institutions may have additional requirements.

**COMPLETION BOND - SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that we (APPLICANT'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Principal, and (SURETY'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Surety, are held and firmly bound unto the County of Pinellas, a political subdivision of the State of Florida, hereinafter called County, or its successor in interest in the event of annexation by a municipality, in the penal sum of (WRITTEN DOLLARS AMOUNT AND WRITTEN HUNDRETHS OF A DOLLAR) \$ 00,000.00 United States Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has applied to the County for approval of a plat of a certain area of land within Pinellas County to be known as (NAME OF SUBDIVISION PER PLAT) and has agreed, as a condition to the approval of said plat by said County, to construct the improvements set forth on the approved plans on file in the DEPARTMENT OF ENVIRONMENT AND INFRASTRUCTURE OF PINELLAS COUNTY, FLORIDA and hereby made a part hereof by reference thereto, which improvements consist of (drainage, roads, sanitary sewer, water, sidewalks, PCPs, & lot monuments), and

WHEREAS, the approval of said plat by said County is further conditioned upon the furnishing of an adequate Surety Bond to be furnished to the County.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects comply with the terms and conditions of the approval of said plat, these conditions being more specifically the completion of the improvements, in accordance with the Pinellas County Land Development Code in regard to subdivision improvements and according to the plans, specifications, and schedules covering said work, and such approved additions, amendments, or alterations as may be made in the plans, specifications, and schedules for such work as approved by the Department of Environment and Infrastructure of Pinellas County, Florida, and shall complete all of said work on or before (STATE DATE WORK SHOULD BE COMPLETED BY), then this obligation shall be void, otherwise remaining in full force and effect.

WHEREAS, the COUNTY OR ITS SUCCESSOR IN INTEREST FOR THE SUBDIVISION shall notify the Principal in writing of any items that need to be completed or corrected for the acceptance of the improvements by PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to complete or correct said improvements.

WHEREAS, Surety unconditionally covenants and agrees that if the Principal fails to complete or correct said improvements, within the time specified, the Surety, upon 30 days written notice from PINELLAS COUNTY, ITS AUTHORIZED AGENT OR OFFICER, OR ITS SUCCESSOR IN INTEREST, will forthwith complete or correct such improvements and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to complete or correct said improvements, the COUNTY OF PINELLAS OR ITS SUCCESSOR IN INTEREST, in view of the Public interest, health, safety, welfare and factors involved, and the consideration in approving and accepting the said improvements shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, completion, repair, or replacement of said improvements to which the Principal and Surety unconditionally agree and,

CONTINUED



**MAINTENANCE BOND - SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that we (APPLICANT'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Principal, and (SURETY'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Surety, are held and firmly bound unto the County of Pinellas, a political subdivision of the State of Florida, hereinafter called County, or its successor in interest in the event of annexation by a municipality, in the penal sum of (WRITTEN DOLLARS AMOUNT AND WRITTEN HUNDREDTHS OF A DOLLAR) \$ 00,000.00 United States Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements, (LIST THEM) in (NAME OF SUBDIVISION AS SHOWN ON PLAT).

WHEREAS, the aforementioned improvements were made pursuant to certain plans and specifications on file in the DEPARTMENT OF ENVIRONMENT AND INFRASTRUCTURE OF PINELLAS COUNTY, FLORIDA and hereby made a part hereof by reference thereto and,

WHEREAS, Principal is obligate to protect the COUNTY OR ITS SUCCESSOR IN INTEREST against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of eighteen (18) months from (Date), WHICH IS THE DATE OF THE LETTER ACCEPTING THE IMPROVEMENTS AS COMPLETE, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY OR ITS SUCCESSOR IN INTEREST FOR THE SUBDIVISION shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects, within the time specified, the Surety, upon 30 days written notice from PINELLAS COUNTY, ITS AUTHORIZED AGENT OR OFFICER, OR ITS SUCCESSOR IN INTEREST, of the defect will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said defects, the COUNTY OF PINELLAS OR ITS SUCCESSOR IN INTEREST, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and accepting the said improvements shall the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, repair or replacement of said improvements to which the Principal and Surety unconditionally agree.

Continued

The Principal and Surety further jointly and severally agree that the COUNTY OR ITS SUCCESSOR IN INTEREST, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipts of bids, caused to be corrected any defects or said defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY OR ITS SUCCESSOR IN INTEREST should exercise and give effect to such right, the Principal and Surety shall be jointly and severally bound hereunder to reimburse the COUNTY OR ITS SUCCESSOR IN INTEREST the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this day of \_\_\_\_\_, 20\_\_\_\_\_ .

(Corporation Name)

(Seal)

By:

\_\_\_\_\_

(Printed name and title)

Attest:

\_\_\_\_\_

(Corporate Seal)

By:

\_\_\_\_\_

As its agent and Attorney in fact

Note: ATTACH STANDARD FORM SHOWING ATTORNEY IN FACT AUTHORIZATION

**COMPLETION BOND - WORK WITHIN  
THE RIGHT-OF-WAY OR EASEMENTS**

KNOW ALL MEN BY THESE PRESENTS, that we (APPLICANT'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Principal, and (SURETY'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Surety, are held and firmly bound unto the County of Pinellas, a political subdivision of the State of Florida, hereinafter called County, or its successor in interest in the event of annexation by a municipality, in the penal sum of (WRITTEN DOLLARS AMOUNT AND WRITTEN HUNDREDTHS OF A DOLLAR) \$ 00,000.00 United States Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has applied to the County for approval of a Right-of-way Utilization permit for work within the right-of-way or easement for the site known as (PERMIT NUMBER & NAME OF SITE AS SHOWN ON PLANS) and has agreed, as a condition to the approval of said permit by said County, to construct the improvements set forth on the approved Permit and its accompanying plans and hereby made a part hereof by reference thereto, which improvements consist of (LIST WHAT BOND COVERS), and

WHEREAS, the approval of said permit by said County is further conditioned upon the furnishing of an adequate Surety Bond to be furnished to the County.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects comply with the terms and conditions of the approval of said permit, these conditions being more specifically the completion of the improvements, in accordance with the Pinellas County Land Development Code in regard to improvements and according to the plans, specifications, and schedules covering said work, and such approved additions, amendments, or alterations as may be made in the plans, specifications, and schedules for such work as approved by the Department of Environment and Infrastructure of Pinellas County, Florida, and shall complete all of said work on or before (STATE DATE WORK SHOULD BE COMPLETED BY), then this obligation shall be void, otherwise remaining in full force and effect.

WHEREAS, the COUNTY OR ITS SUCCESSOR IN INTEREST FOR THE SUBDIVISION shall notify the Principal in writing of any items that need to be completed or corrected for the acceptance of the improvements by PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to complete or correct said improvements.

WHEREAS, Surety unconditionally covenants and agrees that if the Principal fails to complete or correct said improvements, within the time specified, the Surety, upon 30 days written notice from PINELLAS COUNTY, ITS AUTHORIZED AGENT OR OFFICER, OR ITS SUCCESSOR IN INTEREST, will forthwith complete or correct such improvements and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to complete or correct said improvements, the COUNTY OF PINELLAS OR ITS SUCCESSOR IN INTEREST, in view of the Public interest, health, safety, welfare and factors involved, and the consideration in approving and accepting the said improvements shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, completion, repair, or replacement of said improvements to which the Principal and Surety unconditionally agree and,

Continued



MAINTENANCE BOND - WORK WITHIN  
THE RIGHT-OF-WAY OR EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we (APPLICANT'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Principal, and (SURETY'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Surety, are held and firmly bound unto the County of Pinellas, a political subdivision of the State of Florida, hereinafter called County, or its successor in interest in the event of annexation by a municipality, in the penal sum of (WRITTEN DOLLARS AMOUNT AND WRITTEN HUNDRETHS OF A DOLLAR) \$ 00,000.00 United States Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements, (LIST THEM) for (PERMIT NUMBER & NAME OF SITE AS SHOWN ON PLANS).

WHEREAS, the aforementioned improvements were made pursuant to the above permit and its accompanying plans and specifications on file in the DEPARTMENT OF ENVIRONMENT AND INFRASTRUCTURE ("DEI") PINELLAS COUNTY, FLORIDA and hereby made a part hereof by reference thereto and,

WHEREAS, Principal is obligate to protect the COUNTY OR ITS SUCCESSOR IN INTEREST against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of eighteen (18) months from       (Date)      , WHICH IS THE DATE OF THE LETTER ACCEPTING THE IMPROVEMENTS AS COMPLETE, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY OR ITS SUCCESSOR IN INTEREST FOR THE SUBDIVISION shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects, within the time specified, the Surety, upon 30 days written notice from PINELLAS COUNTY, ITS AUTHORIZED AGENT OR OFFICER, OR ITS SUCCESSOR IN INTEREST, of the defect will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said defects, the COUNTY OF PINELLAS OR ITS SUCCESSOR IN INTEREST, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and accepting the said improvements shall the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, repair or replacement of said improvements to which the Principal and Surety unconditionally agree.

Continued

The Principal and Surety further jointly and severally agree that the COUNTY OR ITS SUCCESSOR IN INTEREST, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipts of bids, caused to be corrected any defects or said defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY OR ITS SUCCESSOR IN INTEREST should exercise and give effect to such right, the Principal and Surety shall be jointly and severally bound hereunder to reimburse the COUNTY OR ITS SUCCESSOR IN INTEREST the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this day of \_\_\_\_\_, 20\_\_\_\_\_.

(Corporation Name)  
(Seal)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed name and title)

Attest: \_\_\_\_\_  
(Corporate Seal)

By: \_\_\_\_\_  
As its agent and Attorney in fact

Note: ATTACH STANDARD FORM SHOWING ATTORNEY IN FACT AUTHORIZATION

## PAYMENT AND ESCROW AGREEMENT

THIS PAYMENT AND ESCROW AGREEMENT (the "Agreement") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_, a Florida Corporation, (the "Developer") and \_\_\_\_\_, a Florida Corporation, (the "Escrow Agent") and PINELLAS COUNTY, FLORIDA and is made in reference to the following facts:

A. \_\_\_\_\_ is the developer of the real property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"). The Developer intends to subdivide the Property into lots under the subdivision name of \_\_\_\_\_ (the "Project").

B. As a condition of recording the plat of the Project in Pinellas County, Florida, the Developer is required to complete all subdivision improvements which relate to the Project, which improvements include construction of private roads, utility installations, drainage facilities, P.C.P.s, and lot monuments (the "Subdivision Improvements").

C. Pinellas County has consented to the Developer platting the Property under the name of \_\_\_\_\_, a private subdivision, before the Subdivision Improvements are completed, provided that the Developer provides adequate assurances in the form of a financial undertaking that funds will be available to complete the Subdivision Improvements in accordance with the terms of this Agreement for the protection of the public who may purchase in reliance on the recorded plat.

D. \_\_\_\_\_, (the "Bank"/"Insurance Company") a national banking corporation/insurance company, has simultaneously herewith issued in favor of the Escrow Agent, an Irrevocable Letter of Credit/Bond in the principal sum of \_\_\_\_\_/100 (\$ \_\_\_\_\_), a true copy of which is attached hereto as Exhibit "B" and by this reference made a part hereof (the "Completion Surety"). The Completion Surety shall represent the financial assurances requested by Pinellas County.

E. The Developer and the Escrow Agent have agreed to provide these assurances to the County in accordance with the terms of this Agreement so that the Developer will be permitted to plat the Project in advance of completion of the Subdivision Improvements.

NOW THEREFORE, in consideration of the mutual promises contained herein and Pinellas County permitting the Developer to plat the Project in advance of completion of the Subdivision Improvements, the parties agree in favor of the Escrow Agent as follows:

1. PAYMENT ASSURANCE: The Escrow Agent hereby certifies that it has in its possession the original Completion Surety which has been issued by the Bank/Insurance Company and which has been allocated for the completion of the Subdivision Improvements as it relates to the Project. In the event that the Developer fails to complete the Subdivision Improvements with respect to the Project and have the same certified as being completed by \_\_\_\_\_, or any other engineer authorized to practice in the State of Florida, (the "Engineer") all within one (1) year from the date of recording of the plat for the Project, then the Escrow Agent shall draw upon the Letter of Credit such portion thereof as is needed to complete the Subdivision Improvements. Completion as defined in this Agreement shall mean the construction and installation of all Subdivision Improvements in accordance with the plans on file with Pinellas County, which completion must be certified by Engineer but without inspections by the County, all within one (1) year from the date of recording of the plat for the Project.

2. COMPLETION ASSURANCE: If the Developer fails to complete the Subdivision Improvements within one (1) year from the date of recording of the plat for the Project, then the Escrow Agent, agrees that it will become the successor developer for purposes of completing the Subdivision Improvements and may draw upon the Completion Surety and secure engineering certificates as required by paragraph 1 hereof. The Escrow Agent agrees that it will cooperate with Engineer in every manner possible to complete the Subdivision Improvements. The Escrow Agent certifies that the principal amount of the Completion Surety includes all fees and costs that the Escrow Agent may charge in completing the Subdivision Improvements. Failure of the Escrow Agent to draw upon the Completion Surety or obtain extension of same in a timely manner shall not relieve the Escrow Agent from the duty to complete the Project as though it were the developer.

3. RELIANCE: The Developer hereby appoints the Escrow Agent to complete the Subdivision Improvements in the event that the Developer fails to complete the same within one (1) year from the date of recording of the Plat for the Project. The Escrow Agent shall not be liable in any manner if it proceeds to complete the Subdivision Improvements by drawing upon the Letter of Credit and obtaining Engineer's certification as provided in paragraph 1 hereof. The Escrow Agent undertakes to perform only such duties and responsibilities as are expressly provided for and set forth in the Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Agent.

4. TERMINATION: This Agreement and all obligations and duties of the parties hereto shall terminate and have no further force and effect when the Subdivision Improvements are completed and Engineer's certification is delivered to the Escrow Agent. Upon the occurrence of such event, the Letter of Credit shall be returned to Bank and it shall have no further force or effect and the Developer and the Escrow Agent shall be deemed to have completed the Subdivision Improvements.

5. RECORDATION: This Agreement shall be filed and recorded in the Official Records of Pinellas County.

6. MODIFICATION: No alteration, changes modifications or amendments shall be made to this Agreement, except in writing and signed or initialed by all of the parties to this Agreement and the County.

7. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns, and as applicable, the heirs and legal representatives of the parties hereto.

8. FLORIDA CONTRACT: This Agreement shall be deemed a Florida contract and construed accordingly to the laws of such state, regardless whether this Agreement is being executed by any of the parties hereto in other states or otherwise.

9. WAIVER: No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by the other party in its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. Any party shall have the right to waive any condition or contingency herein in its favor.

10. INVALID PROVISIONS: If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, such terms, covenants, and conditions to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11. EFFECTIVE DATE: This Agreement shall have an effective date on the date of execution of this Agreement by the last person so signing. This Agreement shall have no force and effect whatsoever unless all parties hereto have fully executed this Agreement.

12. HEADINGS: The headings of each section in this Agreement are for convenience of reference only, and shall in no manner or way whatsoever affect the interpretation or meaning of each such section.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and shall be deemed to have executed such on the date and year first hereon written.

Witnesses:  
\_\_\_\_\_  
\_\_\_\_\_

ESCROW AGENT:  
\_\_\_\_\_, a Florida  
Corporation/Partnership/Other (specify)  
By: \_\_\_\_\_  
Name and Title

Witnesses:  
\_\_\_\_\_  
\_\_\_\_\_

DEVELOPER:  
\_\_\_\_\_, a Florida  
Corporation/Partnership/Other (specify)  
By: \_\_\_\_\_  
Name and Title

PINELLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS by and  
through its County Administrator

\_\_\_\_\_

By: \_\_\_\_\_  
Mark S. Woodard

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

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

STATE OF FLORIDA  
COUNTY OF PINELLAS

SIGNED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by  
\_\_\_\_\_ (Escrow Agent). He/She is personally known to me or has produced  
\_\_\_\_\_ (Type of identification) as identification.

\_\_\_\_\_  
(NOTARY'S SIGNATURE AND SEAL)

\_\_\_\_\_  
(Printed name of Notary Public)

Notary Commission No.: \_\_\_\_\_

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS

SIGNED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ (Developer). He/She is personally known to me or has produced  
\_\_\_\_\_ (Type of identification) as identification.

\_\_\_\_\_  
(NOTARY'S SIGNATURE AND SEAL)

\_\_\_\_\_  
(Printed name of Notary Public)

Notary Commission No.: \_\_\_\_\_ My Commission Expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS

SIGNED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ (Pinellas County, Florida). He/She is personally known to me or has  
produced \_\_\_\_\_ (Type of identification) as identification.

\_\_\_\_\_  
(NOTARY'S SIGNATURE AND SEAL)

\_\_\_\_\_  
(Printed name of Notary Public)

Notary Commission No.: \_\_\_\_\_ My Commission Expires:

## **NEW NOTE FOR USE ON ALL PLATS**

“NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.”

## **NEW NOTE FOR USE ON ALL PLATS THAT HAVE UTILITY EASEMENTS**

All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

## **CONSERVATION EASEMENT NOTE:**

THE INTENT OF THE EASEMENT AREA IS TO RETAIN THE EASEMENT AREA IN AN ESSENTIALLY NATURAL CONDITION. THE FOLLOWING ACTS OR ACTIVITIES ARE EXPRESSLY PROHIBITED WITHIN THE EASEMENT IN THE ABSENCE OF A SPECIFIC PERMIT FROM THE GRANTEE (PINELLAS COUNTY):

- A. CONSTRUCTION OR THE PLACING OF ANY STRUCTURE OR MATERIALS ON OR ABOVE THE GROUND.
- B. CONSTRUCTION OR PLACING OF UTILITIES, DRAINAGE FACILITIES, MITIGATION AREAS, OR THE PLANTING OF VEGETATION.
- C. THE PLACEMENT OF ANY MATERIAL SUCH AS TRASH OR WASTE WHICH IS INCONSISTENT WITH THE INTENT OF THE CONSERVATION EASEMENT.
- D. PLACEMENT, REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION, INCLUDING MOWING, PESTICIDE AND HERBICIDE USES.
- E. EXCAVATION OR OTHER REMOVAL OF MATERIAL.
- F. USES EXCEPT FOR THE PURPOSES THAT PERMIT THE AREA DEFINED BY THE EASEMENT TO REMAIN IN AN ESSENTIALLY NATURAL CONDITION.
- G. ANY ACTIVITY DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, SOIL CONSERVATION OR FISH AND WILDLIFE HABITAT PRESERVATION.

THE FOLLOWING RIGHTS ARE CONVEYED TO THE GRANTEE (PINELLAS COUNTY) BY THIS EASEMENT:

- A. TO ENTER UPON THE PROPERTY AT REASONABLE TIMES TO ENFORCE THE RIGHTS HEREIN GRANTED UPON PRIOR NOTICE TO GRANTOR, ITS HEIRS, SUCCESSORS, OR ASSIGNS, AT THE TIME OF SUCH ENTRY.



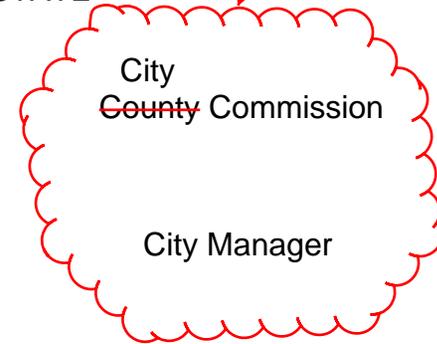
- 1. Use City Commission Certificate
- 2. Add City Manager Certificate

1" Top Border

TITLE  
 SUB-TITLE  
 1 / 4 , SECTION, TOWNSHIP, RANGE, COUNTY, STATE

Legal Description

Additional Owners and Mortgagees  
 and their Acknowledgments



Dedication Language

Acceptance of any Tracts for  
 maintenance by the HOA and its  
 acknowledgment (if required)

County Clerk

3" Left Border

Surveyor Notes

1" Right Border

Acknowledgment for Owner(s)

Notes required by F.S. 177

Conformity Surveyor

Mortgagee

Conservation Easement Note  
 (if required)

Utility Easement Note (if required)

Submitting Surveyor

Acknowledgment for Mortgagee

Or recorded Mortgagee's Consent  
 information

**Overall sheet size to be**  
**28" wide by 22" high**  
**(24" X 20" inside borders)**

Company Name, Address,  
 Phone Number, & L.B. Number

1" Bottom Border