

Clearwater City Attorney Akin, State Attorney Bernie McCabe, Pinellas County Property Appraiser Twitty, County Attorney Coffey, County Sheriff Gualtieri, State Senator Latvala, State Representative Ahern, State of Florida FDEP officials).

The purpose of this email to the Clearwater City Council is two-fold:

- A.** To report both Duke Energy's mistreatment of my real estate, and the Pinellas County Circuit Court case *BayEsplanade.com, LLC vs. City of Clearwater* ruling in my favor.

- B.** To outline, for the benefit of the City of Clearwater, waterfront improvement opportunities of north Clearwater Beach's Tourist District.

A. Duke Energy:

1. Background: I have lived, worked, and invested in the City of Clearwater for 30 years. I am a graduate from the University of Florida's College of Engineering, and completed a 25+ year engineering career with Honeywell Space and Strategic Avionics in Clearwater. As an experienced Developer and commercial property owner, I permitted and completed a premium commercial dock facility on North Clearwater Beach in 2007. Additionally, I served on the 2007 City of Clearwater Charter Review Committee.

After paying annual real estate property taxes for decades on my various houses and developed commercial investment properties, the last thing I thought I would have to do was file a quiet title lawsuit against the City of Clearwater. Ultimately I had no choice after discovering a Duke Energy email to the Pinellas County Property Appraiser's Office (PCPAO) caused my company's real property Parcel #05-29-15-00000-340-0100 record to be corrupted, falsified, and misrepresented as owned by the City of Clearwater.

2. Pinellas County Circuit Court ruled in my favor, *BayEsplanade.com, LLC vs. City of Clearwater*, Quiet Title Summary Judgment: The Clearwater City Council shall accept the Court's Summary Judgment Order and immediately cease and desist its lawsuit against BayEsplanade.com, LLC. The Clearwater City Council has already spent well in excess of \$30,000, costing its citizens with expensive outside counsel to boot. Spending additional taxpayer money on appeal to defend Duke Energy's malicious email to the PCPAO that corrupted and falsified my titled real property record would be an unacceptable, irresponsible use of public resources. The Clearwater City Council must responsibly cut its losses, finally accept it was dead wrong, and recognize the Court's Summary Judgment.

The City of Clearwater flatly lost the quiet title lawsuit. The City of Clearwater squarely denied its own City attorney John Polhill, who in 1935 unambiguously wrote in the City's 99-year Lease to Clearwater Yacht Club: (Recorded in Deed Book 726, Pages 493-500):

“It is understood and agreed between the respective parties that while the description of the leased property covers lands located between the high water mark and the channel in Clearwater Bay, it is the intention of the parties hereto and said Lessor only leases such right, title or interest that it might have in and to said lands located between the high water mark and the channel in Clearwater Bay, and said Lessor does not covenant or warrant that it has any right, title or interest in and to any lands located between the high water mark and the channel in Clearwater Bay”.

3. You can't make this stuff up: The reason the City of Clearwater has a functioning boat ramp on Clearwater Beach is because the City asked me for an easement, and I GAVE them an easement. To have my good-faith gift to the City disrespected and violated as to be countersued by the City over the very same real estate I amicably provided defies all ethical and logical comprehension.

This 2007 video record captures Clearwater City Attorney Akin's words recognizing private ownership (BayEsplanade.com, LLC) of the subject submerged lands property lying east of the Clearwater Beach Recreation Center boat ramp: http://clearwater.granicus.com/MediaPlayer.php?view_id=25&clip_id=552&meta_id=24017 (Starting at 2:27:38, with City Attorney Akin acceding to my property ownership at 2:28:06).

Attached are locally published 2007 chronicles additionally supporting these facts.

4. Duke Energy's misbehaviors: Duke Energy had no right or basis emailing the PCPAO requesting the furtive falsification of my titled real property record. Attached is the 2010 certified letter from Duke Energy (Progress Energy) to BayEsplanade.com, LLC whereby Duke Energy explicitly recognized BayEsplanade.com, LLC as the subject submerged land property owner when Duke Energy completed a contractual transaction for an easement from BayEsplanade.com, LLC. Duke Energy is also on record as recognizing my predecessor-in-title, North Bay Company, as the rightful property owner of the subject submerged land real property in 1960 and 1962, shown on the attached survey running through BayEsplanade.com, LLC titled property. Duke Energy's PCPAO property record corruption is an outrageously indefensible act, especially given Duke Energy's own real estate contract history concerning this subject real property. City of Clearwater officials should have immediately sounded alarms and wisely distanced themselves from such obvious skullduggery. Anyone with even a modicum of ethics is appalled by Duke Energy's depravity.

Duke Energy's secret meeting before falsifying my PCPAO property record: After PCPA Dubov properly and dutifully corrected the PCPAO corrupted property record, she sent me the email record that Duke Energy had sent to her PCPA Office that caused the falsification of my property record, including record of Duke Energy's secret meeting with the City of Clearwater, which excluded me:

From: Chris McLaughlin [mailto:chris@macsurvey.com]
Sent: Tuesday, June 17, 2014 5:27 PM
To: 'Charles.Lane@myclearwater.com'; Thomas Mahony (tom.mahony@myclearwater.com); 'McDarby, Jason'
Cc: Jerome.Faustino@duke-energy.com
Subject: Clearwater Beach Rec Center submerged lands (Duke C4 crossing)

Chuck & Tom,

I recently received the title commitment from AGS for the submerged lands we discussed on May 5th in a meeting at your offices. AGS requested a legal description for the portion in question so I provided them with the description on the cover page. Apparently they gave a commitment for all of the lands within the City's 400' strip from the Gulf shore to Mandalay Channel. Attached is the same map I gave them to narrow down the area for the legal description. You can see they verify that the lands described are in fact vested in the City of Clearwater (with Schedule B1 & B2 exceptions).

This should provide the proof you requested to issue the easement to Duke Energy for the submerged crossing through the City's lands. If you have any additional questions, please let me know.

The sketch & description to cross these lands was provided to Jason McDarby (via Tuyet La) at Duke on April 23rd. It does not require revisions.

Chris McLaughlin, PSM

President

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Why wasn't I included in that secret Duke Energy meeting? **I was, and am, the titled and taxed property owner.**

Duke Energy wrongly implied their referenced AGS title insurance commitment included "submerged lands". It does not. That AGS title commitment specifically exempted "submerged lands" claims by the State of Florida, per its Schedule B Section 2, paragraph 6. Conspicuous by its absence, my title insurance policy's Schedule B that my attorney sent via certified mail to Duke Energy, does not contain that State of Florida exemption because my title insurance policy purposefully insured submerged lands.

After properly and dutifully correcting my property record, PCPA Dubov phoned and informed me that she had called and spoken with City Attorney Pam Akin, and City Attorney Akin told her that the City had nothing to do with Duke Energy's property record falsification misbehaviors. PCPA Dubov took City Attorney Akin at her word. If required, PCPA Dubov will be asked to testify.

Damage to Titled Real Property: Soon after my PCPAO property record was properly rectified, Duke Energy, unswayed, doubled down and contacted the State of Florida FDEP without my knowledge, causing the FDEP to issue an erroneous 4/7/15 letter to Duke Energy. After this third aggravating Duke Energy assault against my property title, I was forced to provide historical deed information to the FDEP again proving my ownership whereby the FDEP then issued its corrected 7/13/15 letter. However, between the time the two FDEP letters were issued, BayEsplanade.com, LLC suffered damage to its entire titled 25+ acres of real property, and was released from its title insurance policy by Old Republic.

The State of Florida FDEP approved two different development permit applications for the same real estate: One FDEP approved permit application is from BayEplanade.com, LLC, for a Mooring Field, and one FDEP approved permit application is from Duke Energy for a power cable easement. The BayEsplanade.com, LLC FDEP permit application was true and the Duke Energy FDEP permit application is false and bogus. Through certified correspondence on 12/18/15, my attorney Craig Taraszki of Johnson Pope, duly informed FDEP and Duke Energy personnel Julia Jansen, Jackie Joyner, William Linton, Kathryn Christian, and outside counsel Bruce Crawford, with an 82-page letter that included Pinellas County Property Appraiser Pam Dubov's signed affidavit, informing each that Duke Energy's FDEP permit was false, and further demanded Duke Energy immediately withdraw its false FDEP permit application.

Duke Energy had the PCPAO property record falsified for its gain, and at my loss. Duke Energy denied me all due process, denied its own 57-year contractual bond with the subject property owner, and without my knowledge, relentlessly attacked my underinsured property title and damaged my property. Duke Energy then willfully completed the false FDEP permit application No. 52-0325376-002 (-006). That action warrants felony criminal charges.

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See Sec. 373.430(1)(c), F.S. and 18 U.S.C. 1001.

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0373/Sections/0373.430.html

<http://www.gpo.gov/fdsys/pkg/USCODE-2011-title18/pdf/USCODE-2011-title18-part1-chap47-sec1001.pdf>

5. Florida State Statute: This all may have been avoided if the City of Clearwater had conformed to Florida State Statute 193.085(3)(a), per PCPA Dubov's signed affidavit and adjudicated Court records (and which was also personally provided to Clearwater Mayor Cretekos at City Hall on January 7th, 2016 by myself and my attorney). Is the Clearwater City Council going to finally demand its staff conform to Florida State Statute 193.085(3)(a)?

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6. Is the Sandpearl boat dock facility on State-owned property? The City of Clearwater did not accurately interpret TIF Deed 17451 "less and excepting" portion of submerged land which was retained by the State of Florida FDEP. Reaffirmed by the State of Florida FDEP in its 7/13/15 letter, that submerged land is State-sovereign submerged land.

7. Is the Clearwater Beach Recreation Center Building on State-owned property? Attached records show the City of Clearwater obtained title from the State of Florida FDEP in 1956 for a small portion of

Unplatted Block 87 recorded in Deed Book 1585, Page 253, and FDEP Meeting Minutes. Is the remaining portion of Unplatted Block 87 owned by the State of Florida FDEP? Where is the City's title insurance?

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8. Not the first time submerged land real property was challenged, litigated, and ruled in favor of Clearwater Island Bridge Company: Per the State of Florida Supreme Court's 1957 Final Decree and Dedication, Z.S. Cowan, et. al., sued Clearwater Island Bridge Company and the State of Florida FDEP/TIIF, and lost in preventing the development of Island Estates, OR Book 19, Page 464 and OR Book 131, Page 240. That Final Decree and Dedication clearly states any firm or body-public, (The City of Clearwater and Duke Energy included), is expressly forbidden from again contesting the rightful title of Clearwater Island Bridge Company's submerged lands, *and its successors in title*, and if such challenges are maintained, that Final Decree's conveyance and dedication shall be null and void. Violations against the 1957 Florida Supreme Court's Final Decree and Dedication include:

- a. *BayEsplanade.com, LLC vs City of Clearwater.*
- b. Duke Energy completed false FDEP permit application No. 52-0325376-002 (-006).
- c. https://www.doah.state.fl.us/AIDDocs/DEP/2016/DEP_16-1317_01172017_123615.pdf.

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9. Purported easement sold to Duke Energy: While my property was under quiet title litigation, Duke Energy wrongly obtained an "as is" easement on property owned and titled to BayEsplanade.com, LLC.

10. Full Investigation: The Clearwater City Council must thoroughly investigate Duke Energy's misbehaviors. Every Developer, real estate investor, and homeowner in Clearwater must have Clearwater City Council's trust that no titled private real property will ever again be subject to a deceitful PCPAO record falsification attack. (by Duke Energy or any other party).

11. Written apology: Enduring monstrous malfeasance against my real estate Parcel #05-29-15-00000-340-0100 from Duke Energy causing my PCPAO property record falsification, Duke Energy's secret communique to FDEP that damaged my underinsured property title, Duke Energy's false FDEP permit application, and Duke Energy's "as is" easement, requires a written apology directly from Duke Energy to the Clearwater City Council, and to me.

12. Clearwater City Council meeting and presentation: If there is any remaining question among any Clearwater City Council member regarding Duke Energy's misbehaviors, I request at least two hours before Clearwater City Council members to make a presentation of BayEsplanade.com, LLC's submerged

land parcel #05-29-15-00000-340-0100. I highly recommend Clearwater City Council members become familiar with all of these attachments as well as the Court records of this quiet title lawsuit. If a Clearwater City Council member also requests, I may meet Clearwater City Council members individually prior to my general presentation.

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This presentation would allow me to distinguish factual history of waterfront development improvement proposals from myth. There has been some “fake news” floating in the media regarding “blindsiding” of waterfront Marina and Mooring Field development improvements on BayEsplanade.com, LLC titled submerged lands. Addressees need to know my attorney Tim Johnson and I personally met with the Clearwater City Attorney circa 2007 regarding a marina development proposal off the Clearwater Beach Recreation Center, at Clearwater City Hall. More recently on August 6th, 2013, I, my consulting company, Woods Consulting, Clearwater Harbormaster Bill Morris, and Clearwater’s Gordon Wills all formally met on City of Clearwater property at the City Marina office on Clearwater Beach where I shared the attached original Mooring Field design concept with City officials. That 2013 Mooring Field meeting with the City was constructive and its discussion was consistent with the Clearwater City email records supporting a Mooring Field, attached. Upon review of the attached City of Clearwater emails, the City of Clearwater’s 2014 Mooring Field ambitions read as though my 2013 Mooring Field concept is the best idea the City ever had. Any critique of waterfront Mooring Field development improvement proposals characterized as “blindsiding” is thus rendered false. **(CONVERSELY, THE ONLY PERSON BLINDSIDED WAS ME – BY THE COVERT DUKE ENERGY EMAIL TO THE PCPAO THAT CAUSED THE CORRUPTED AND FALSIFIED PROPERTY RECORD SHOWING BAYESPLANADE.COM, LLC STRIPPED OF MULTIPLE ACRES OF TITLED REAL PROPERTY).**

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B. Clearwater City Council:

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1. You signed up for this: The Clearwater City Council’s responsibility is not to sabotage, but to serve its honest and hard-working tax-paying Developer-residents justly. Elected Clearwater City Council members are the City’s ultimate accountable authority. We don’t live under a 3rd world tyranny and we must not have public utility companies dictating policy as though we do. Clearwater City Council members are directly accountable in remedying these matters, including working with State of Florida FDEP, Pinellas County, and the State’s Attorney’s Office. **The Clearwater City Council has no upside cozying up to Duke Energy’s rights-denial ploy, let alone spending taxpayer money appealing its lost quiet title lawsuit sidling**

with Duke Energy's criminality.

2. Waterfront Development Improvements including Mooring Field: Concluding my 2+ hour presentation history of real estate parcel #05-29-15-00000-340-0100 before Clearwater City Council members and constructively moving forward together, I may offer professional renditions capturing best-use waterfront redevelopment improvements of the Tourist District of Bay Esplanade for consideration, starting with smartly restoring and rezoning areas from "Industrial" to "Tourist", and renaming waterfront regions of Clearwater Beach from "Old Florida" to "New Clearwater Beach". Suggested improvement concepts could include hotel/motel, condominiums, shops, marinas, docks, wet slips, boardwalks, and the State's first privately-owned Mooring Field of yachts tethered beside an improved waterfront. These conceptual renditions' visionary future will spur genuine high-end constructive interest and will obviate unregulated trashy waterfront uses on north Clearwater Beach's Bay and Mandalay Channel. I've already invested in, and for the City's benefit, successful FDEP and ACOE Mooring Field permitting results that are built upon our Country's and our State's bedrock foundations of right of proper use.

The attached photographs showing Duke Energy's waterfront dumpsters clearly reinforce my candid call to improve and beautify north Clearwater Beach's Tourist District waterfront neighborhood. Most important, these realized (and religion-free) waterfront improvements will generate new revenue streams for the City.

Now that the Court has ruled, environmental lands can undergo reclamation and restoration, waterfront trash can be removed, and new Tourist District waterfront development improvements can bloom. **To improve our north Clearwater Beach Tourist-District waterfront and restore our tidal water quality, it requires City leadership, not litigation.**

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I've have plainly communicated my two objectives, A and B: I've described Duke Energy's misbehaviors, and have given the Clearwater City Council compelling rationale for **it to immediately end its quiet title lawsuit against me, honor City Attorney Akin's word, and vote against appealing the Court's Summary Judgment Order at the next City Council meeting.** It's time for the Clearwater City Council to lead responsibly.

If any ambiguity remains among any Clearwater City Council member please contact me directly. Clearwater City Council please confirm scheduling dates for my presentation before Clearwater City Council members.

Thank you,

William Blackwood

BayEsplanade.com, LLC



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