

TRANSFER AGREEMENT
BETWEEN PINELLAS COUNTY, FLORIDA
AND THE CITY OF PINELLAS PARK, FLORIDA

SECTION 1
INTENT OF AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2022 by and between Pinellas County, a political subdivision of the State of Florida, hereinafter called the "COUNTY", and the City of Pinellas Park, a municipal corporation of the State of Florida, hereinafter called the "CITY".

WHEREAS, the parties are authorized to enter into this agreement pursuant to Florida Statutes, Section 163.01 (2021) to facilitate the efficient provision of services to the community; and

WHEREAS, the COUNTY and the CITY are authorized under Florida Statutes, Section 335.0415, 335.0415(3) (2021), to enter into agreements with other governmental entities, to provide for the transfer of jurisdiction, operation and maintenance responsibilities of public roads; and

WHEREAS, the COUNTY and the CITY desire to transfer real property utilized for roads and roadway appurtenances so that all right, title, and interest lie in the governmental entity currently maintaining the roads; and

NOW THEREFORE, in consideration of the covenants and agreements hereinafter contained, it is mutually agreed by and between the parties hereto as follows:

SECTION 2
DEFINITION OF ROADWAY

For the purpose of this Agreement, the roadways are defined to include all normal elements contained within the road rights-of-way. Road is as defined in Florida Statutes, Section 334.03(22) (2021), which reads as follows:

"Road" means a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel and all ferries used in connection therewith.

The definition of road also includes such additional features as guardrail, informational signing elements, striping and pavement markings.

**SECTION 3
COUNTY'S COMMITMENT**

The COUNTY agrees to transfer to the CITY deeds for the CITY'S roadways and associated stormwater appurtenances included in Composite Exhibit A which is attached hereto.

Within 30 days of the execution of this Agreement by both parties, the COUNTY will file deeds which are substantially the same as that attached hereto as Composite Exhibit A, at which time title vests in the CITY. The parties agree that they are responsible, to the extent sovereign immunity has been waived pursuant to Florida Statutes, Section 768.28, for any claims from third parties arising out of their respective maintenance activities occurring prior to the filing of the deed.

The COUNTY additionally agrees to accept the CITY's transfer of deeds for the COUNTY'S roadways and associated stormwater appurtenances as described in Composite Exhibit B. The COUNTY recognizes that the CITY may have utilities located within the properties transferred herein. The COUNTY grants herein to the CITY an easement to utilize the right-of-way for all existing CITY utilities on the properties transferred to the COUNTY herein, including but not limited to potable water, reclaimed water and sanitary sewer, for which ownership and liability is not transferring.

The parties recognize that this agreement does not affect those utilities as they currently exist, but the CITY will be subject to the COUNTY'S requirements, including permitting, for subsequent modifications, the relocation of utilities or the placement of additional utilities.

**SECTION 4
CITY'S COMMITMENT**

The CITY agrees to accept the COUNTY's transfer of deeds for the CITY'S roadways and associated stormwater appurtenances included in Composite Exhibit A. The CITY recognizes that the COUNTY may have utilities located within the properties transferred herein. The parties recognize that this agreement does not affect those utilities as they currently exist, but the COUNTY will be subject to the CITY'S requirements, including permitting, for subsequent modifications, the relocation of utilities or the placement of additional utilities

The CITY additionally agrees to transfer to the COUNTY deeds for the COUNTY'S roadways and associated stormwater appurtenances included in Composite Exhibit B which is attached hereto.

Within 30 days of the execution of this Agreement by both parties, the CITY will file deeds which are substantially the same as that attached hereto as Composite Exhibit B, at which time title vests in the COUNTY. The parties agree that they are responsible, to the extent sovereign immunity has been waived pursuant to Florida Statutes, Section 768.28, for any claims from third parties arising out of their respective maintenance activities occurring prior to the filing of the deed.

The parties recognize that this agreement does not affect those utilities as they currently exist, but the CITY will be subject to the COUNTY'S requirements, including permitting, for subsequent modifications, the relocation of utilities or the placement of additional utilities.

**SECTION 5
EFFECTIVE DATE**

This Agreement shall take effect immediately upon filing with the Clerk of the Circuit Court in Pinellas County in accordance with Florida Statutes, Section 163.01(11) (2021) and shall continue in full force and affect unless and until terminated prior to the filing of the deeds in accordance with Sections 3 and 4.

**SECTION 6
AGREEMENT**

This Agreement contains the entire Agreement between the parties and supersedes all prior Interlocal Agreements for the affected parcels. There are no oral understandings, terms or conditions, and neither party has relied on any representation, expressed or implied, not contained in this Agreement.

This Agreement may be modified or amended only by a written document, signed by the duly authorized representatives of both parties to said Agreement. Nothing in this Agreement is intended to create a third party beneficiary in persons not party to this Agreement.

**SECTION 7
MISCELLANEOUS PROVISIONS**

7.1 If any word, clause, sentence or paragraph of the Agreement is held invalid, the remainder of this Agreement would continue to conform to the intent of this Agreement.

7.2 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

7.3 Nothing herein shall be construed to create any third party beneficiary rights in any person not a party to this Agreement.

7.4 This document, along with all Exhibits, embodies the whole Agreement of the parties. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the parties hereto. This Agreement may be modified only in writing executed by all parties. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

Signed, sealed and delivered
In the presence of:

THE CITY OF PINELLAS PARK, FLORIDA
a Municipal Corporation, of the County of
Pinellas, in the State of Florida

By: _____
Diane M. Corna,
MMC, City Clerk

By: _____
Sandra Bradbury
Mayor

By: _____

Print Name: _____

Approved as to Form and correctness

City Attorney
City of Pinellas Park

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Sandra Bradbury, as Mayor of the City of Pinellas Park, a Florida municipal corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public

Name typed, printed or stamped

My Commission Expires _____

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

ATTEST:

KEN BURKE
Clerk of the Circuit Court

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

By: _____
Deputy Clerk

By: _____
Dave Eggers, Commission Chair

Project: Pinellas Park Road Transfers
Prepared by and return to:
Department of Administrative Services
Real Property Division
Attn: Cynthia M. Harris
509 East Avenue South
Clearwater, FL 33756

Property Appraiser
Attention: Public Works

EXHIBIT A
QUITCLAIM DEED

THIS DEED made this ____ day of _____, 2022, by PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 509 East Avenue South, Clearwater, FL 33756, hereinafter referred to as "Grantor", and CITY OF PINELLAS PARK, whose address is 5141 78TH Avenue North, Pinellas Park, Florida, 33781, hereinafter referred to as "Grantee", pursuant to Section 335.0415, Florida Statutes.

WITNESSETH

The Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantee, its successors and assigns forever, all rights, title, interest, claims and demands which the Grantor has in and to the following described land lying and being in Pinellas County, Florida:

Lands described in Attachment "1" attached hereto and by
this reference made a part hereof.

Parcel P901 and P905

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

ATTEST: KEN BURKE
Clerk of the Circuit Court

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

By: _____
Deputy Clerk

By: _____
Chairman

(Official Seal)

PINELLAS COUNTY
 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328
 PHONE # (727) 464-8904



DESCRIPTION

Parcels being conveyed from Pinellas County to the City of Pinellas Park

Parcel 901

That certain parcel granted to Pinellas County, as described in Official Records Book 3125, Pages 176 and 177, public records of Pinellas County, Florida, in the Northeast 1/4 of Section 30, Township 30 South, Range 16 East, Pinellas County, Florida, less and except the West 15.00 feet thereof.

Together with:

Parcel 902

That certain parcel granted to Pinellas County, as described in Official Records Book 5070, Page 1739, public records of Pinellas County, Florida, in the Northeast 1/4 of Section 30, Township 30 South, Range 16 East, Pinellas County, Florida.

Together with:

Parcel 903

That certain parcel granted to Pinellas County, as described in Deed Book 1498, Pages 17 and 18, public records of Pinellas County, Florida, in the Northeast 1/4 of Section 20, Township 30 South, Range 16 East, Pinellas County, Florida, less and except that portion released in Official Records Book 345, Pages 415 and 416, public records of Pinellas County, Florida.

Together with:

(Description continues on sheet 2)

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. This Sketch and/or Description, or the copies thereof, are not valid without the original signature and seal of the Professional Surveyor and Mapper.

The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

George A. Shimp III

2/3/2022

GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NUMBER: 6137, STATE OF FLORIDA

DATE



SEAL

S.F.N.: 2011_00012	CALCULATED BY: KPM	CHECKED BY: TS	By: Pinellas County Survey and Mapping Division
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DESCRIPTION

(Continued from sheet 1)

Parcel 904

That certain parcel granted to Pinellas County, as described in Official Records Book 1186, Pages 455 and 456, public records of Pinellas County, Florida, in the Southeast 1/4 of Section 20, Township 30 South, Range 16 East, Pinellas County, Florida.

Together with:

Parcel 905

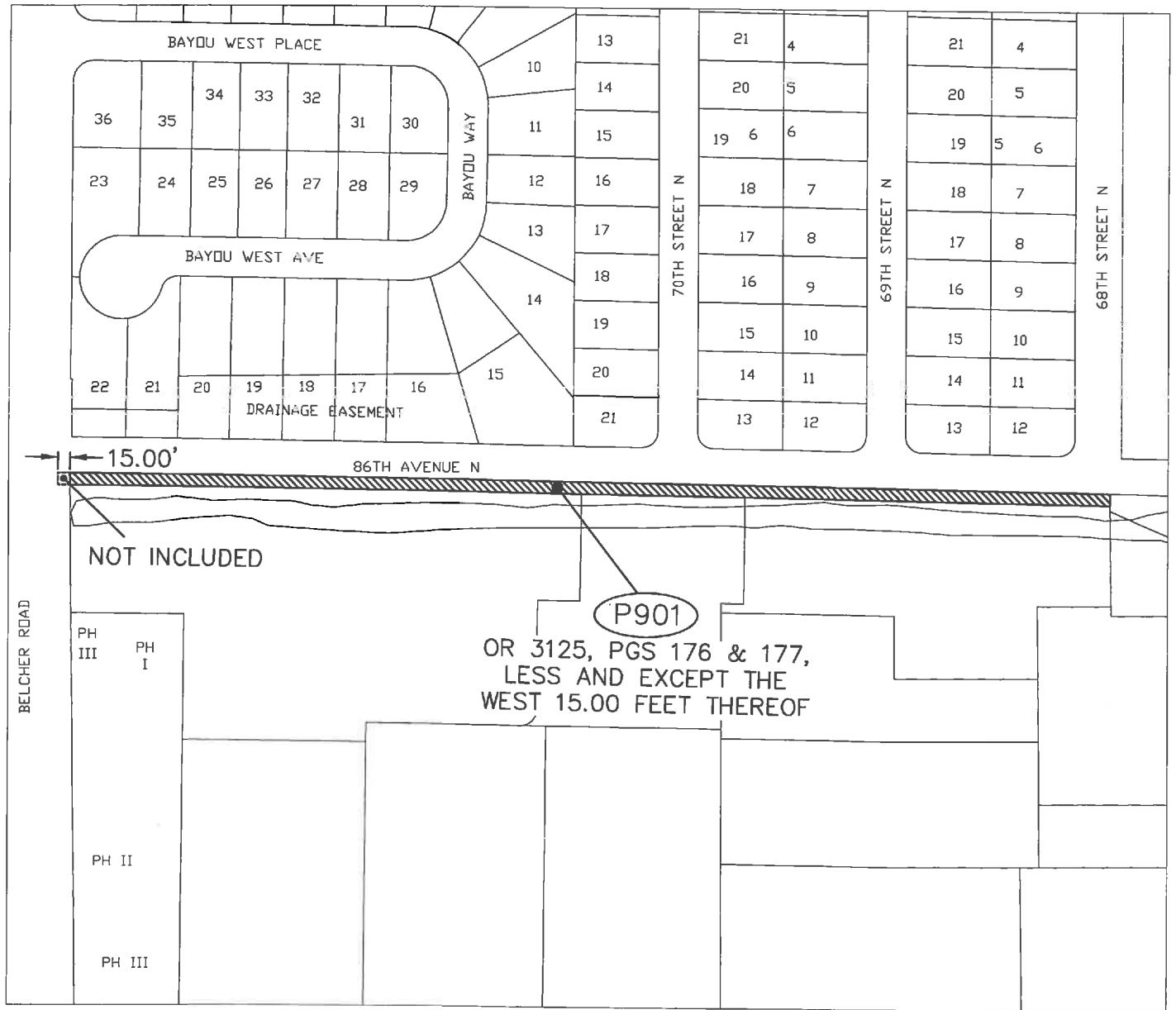
That certain parcel granted to Pinellas County, as described in Official Records Book 1186, Pages 455 and 456, public records of Pinellas County, Florida, in the Southwest 1/4 of Section 21, Township 30 South, Range 16 East, Pinellas County, Florida.

S.F.N.:
2011_00012

PINELLAS COUNTY
 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328
 PHONE # (727) 464-8904



SECTION 30, TOWNSHIP 30 SOUTH, RANGE 16 EAST
 SKETCH - NOT A SURVEY



SCALE IN FEET
 1" = 200'



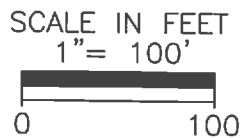
LEGEND

OR - OFFICIAL RECORDS
 PG - PAGE

S.F.N.:
 2011_00012



SECTION 30, TOWNSHIP 30 SOUTH, RANGE 16 EAST
 SKETCH - NOT A SURVEY

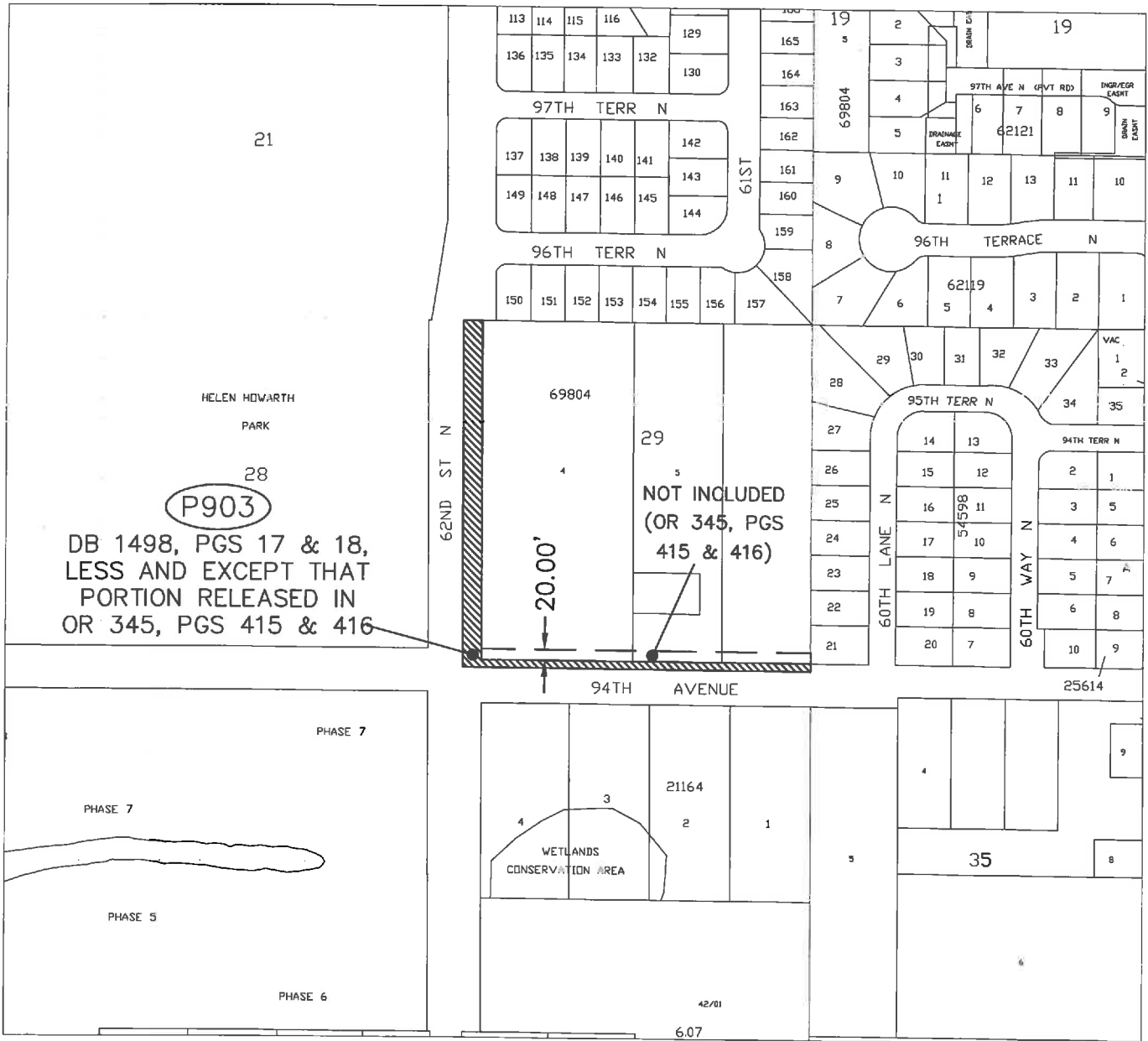


S.F.N.:
 2011_00012

PINELLAS COUNTY
 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328
 PHONE # (727) 464-8904



SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST
 SKETCH - NOT A SURVEY



P903
 DB 1498, PGS 17 & 18,
 LESS AND EXCEPT THAT
 PORTION RELEASED IN
 OR 345, PGS 415 & 416

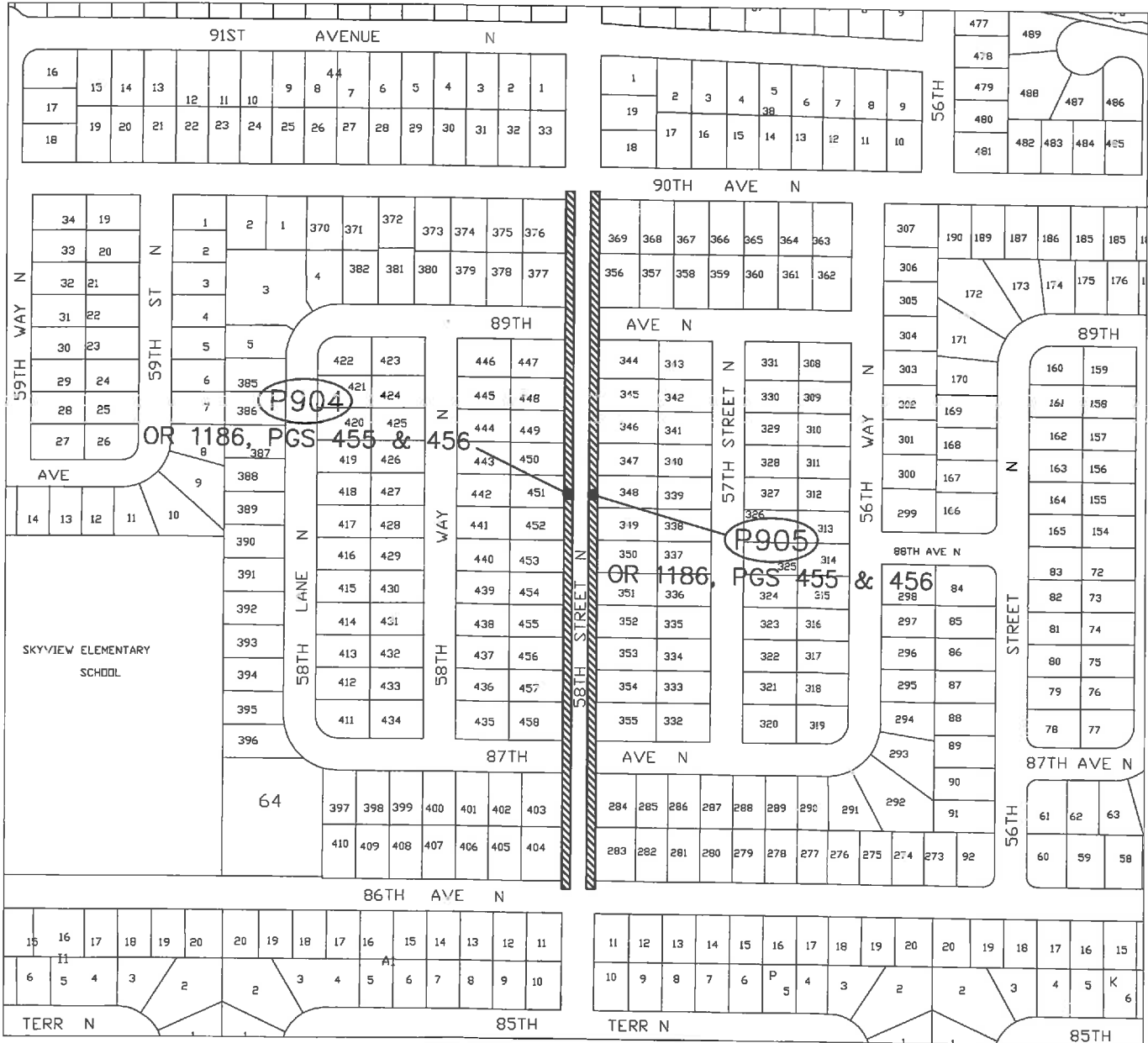
SCALE IN FEET
 1" = 300'



S.F.N.:
 2011_00012



SECTIONS 20 & 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST
 SKETCH - NOT A SURVEY



SCALE IN FEET
 1" = 300'



S.F.N.:
 2011_00012

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

EXHIBIT B

QUITCLAIM DEED

THIS DEED made this _____ day of _____, 2022, by the CITY OF PINELLAS PARK FLORIDA, a Florida Municipal Corporation, whose address is 5141 78th Avenue North, Pinellas Park, Florida, 33781, hereinafter referred to as "Grantor" to PINELLAS COUNTY, whose address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as "Grantee", pursuant to Section 335.0415, Florida Statutes.

WITNESSETH

The Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantee, its successors, heirs and assigns forever, all rights, title, interests, claims and demands which the Grantor has in and to the following described lands, lying and being in Pinellas County, Florida:

Lands described in legal description attached as Attachment "2" hereto and made a part hereof.

Parcels P101 through P109

IN WITNESS WHEREOF, the said Grantor has hereunto set their hands and seals the day and year first written above.

Signed, sealed, and delivered
In the Presence of:

THE CITY OF PINELLAS PARK,
FLORIDA, a Municipal Corporation, of the
County of Pinellas, in the State of Florida

WITNESSES:

By: _____

By: _____

Print Name: _____

Sandra Bradbury
Mayor

By: _____

Diane M. Corna
MMC, City Clerk

Approved as to form and correctness:

By: _____

City Attorney
City of Pinellas Park

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, the _____ day of _____, 2022, by the Grantor, Sandra Bradbury, Mayor of the City of Pinellas Park, who is personally known to me or who has produced _____ as identification.

Witness my official hand and seal at Pinellas Park, Pinellas County, Florida, this
_____ day of _____, 2022

PINELLAS COUNTY
 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328
 PHONE # (727) 464-8904



DESCRIPTION

Parcels being conveyed from the City of
 Pinellas Park to Pinellas County

Parcel 101

The Northerly 25.00 feet of that certain parcel of land as described in Official Records Book 7367, Pages 1908 through 1910, of the public records of Pinellas County, Florida, lying in the Southeast 1/4 of Section 33, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of Section 33, Township 30 South, Range 16 East, Pinellas County, Florida; thence S00°10'18"W, along the East line of said Southeast 1/4 of Section 33, a distance of 50.00 feet to the Southerly right-of-way line of 62nd Avenue North; thence along said Southerly right-of-way line of 62nd Avenue North for the following four (4) courses and distances: (1) N89°56'12"W, a distance of 27.00 feet to the POINT OF BEGINNING, (2) N00°10'18"E, a distance of 25.00 feet, (3) N89°56'12"W, a distance of 60.00 feet, (4) S00°10'18"W, a distance of 25.00 feet; thence S89°56'12"E, along a line lying 50.00 feet south of and parallel to the East-West centerline of said Section 33, a distance of 60.00 feet to the POINT OF BEGINNING.

CONTAINING: 1,500 square feet or 0.03 acres, more or less.

BASIS OF BEARINGS: Bearings are based on the East line of the Southeast 1/4 of Section 33, Township 30 South, Range 16 East, Pinellas County, Florida, being S00°10'18"W.

Parcel 102

That certain parcel granted to the City of Pinellas Park, as described in Official Records Book 4093, Pages 681, 682, 683, 684 and 685, public records of Pinellas County, Florida, in the Southeast 1/4 of Section 30, Township 30 South, Range 16 East, Pinellas County, Florida.

Together with:

(Description continues on sheet 2)

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. This Sketch and/or Description, or the copies thereof, are not valid without the original signature and seal of the Professional Surveyor and Mapper.

The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

George A. Shimp III

2/3/2022

GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NUMBER: 6137, STATE OF FLORIDA

DATE



SEAL

S.F.N.: 2011_00012	CALCULATED BY: KPM	CHECKED BY: TS	By: Pinellas County Survey and Mapping Division
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DESCRIPTION

(Continued from sheet 1)

Parcel 103

That certain parcel granted to the City of Pinellas Park, as described in Official Records Book 7958, Pages 340 through 342, public records of Pinellas County, Florida, in the Southeast 1/4 of Section 16, Township 30 South, Range 16 East, Pinellas County, Florida.

Together with:

Parcel 104

That certain parcel granted to the City of Pinellas Park, as described in Official Records Book 10917, Page 297, public records of Pinellas County, Florida, in the Northeast 1/4 of Section 21, Township 30 South, Range 16 East, Pinellas County, Florida.

Together with:

Parcel 105

That certain parcel granted to the City of Pinellas Park, as described in Official Records Book 10903, Pages 1248 and 1249, public records of Pinellas County, Florida, in the Southeast 1/4 of Section 21, Township 30 South, Range 16 East, Pinellas County, Florida.

Together with:

Parcel 106

That certain parcel granted to the City of Pinellas Park, as described in Official Records Book 5794, Page 1664, public records of Pinellas County, Florida, in the Northeast 1/4 of Section 21, Township 30 South, Range 16 East, Pinellas County, Florida.

Together with:

(Description continues on sheet 3)

S.F.N.:
2011_00012



DESCRIPTION
(Continued from sheet 2)

Parcel 107

That certain parcel granted to the City of Pinellas Park, as described in Official Records Book 4147, Pages 938 and 939, public records of Pinellas County, Florida, in the Northeast 1/4 of Section 30, Township 30 South, Range 16 East, Pinellas County, Florida.

Together with:

Parcel 108

That portion of that certain parcel granted to the City of Pinellas Park, as described in Official Records Book 3246, Pages 2 and 3, public records of Pinellas County, Florida, in the Northeast 1/4 of Section 30, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

That part of Farm 4 in the Northeast 1/4 of Section 30, Township 30 South, Range 16 East, Pinellas Farms, as recorded in Plat Book 7, pages 4 and 5, public records of Hillsborough County, Florida, of which Pinellas County was formerly a part, lying within 30.0 feet of the West line of said Northeast 1/4 of Section 30, Township 30 South, Range 16 East.

Together with:

Parcel 109

That certain parcel granted to the City of Pinellas Park, as described in Official Records Book 4639, Page 1875, public records of Pinellas County, Florida, in the Southeast 1/4 of Section 19, Township 30 South, Range 16 East, Pinellas County, Florida.

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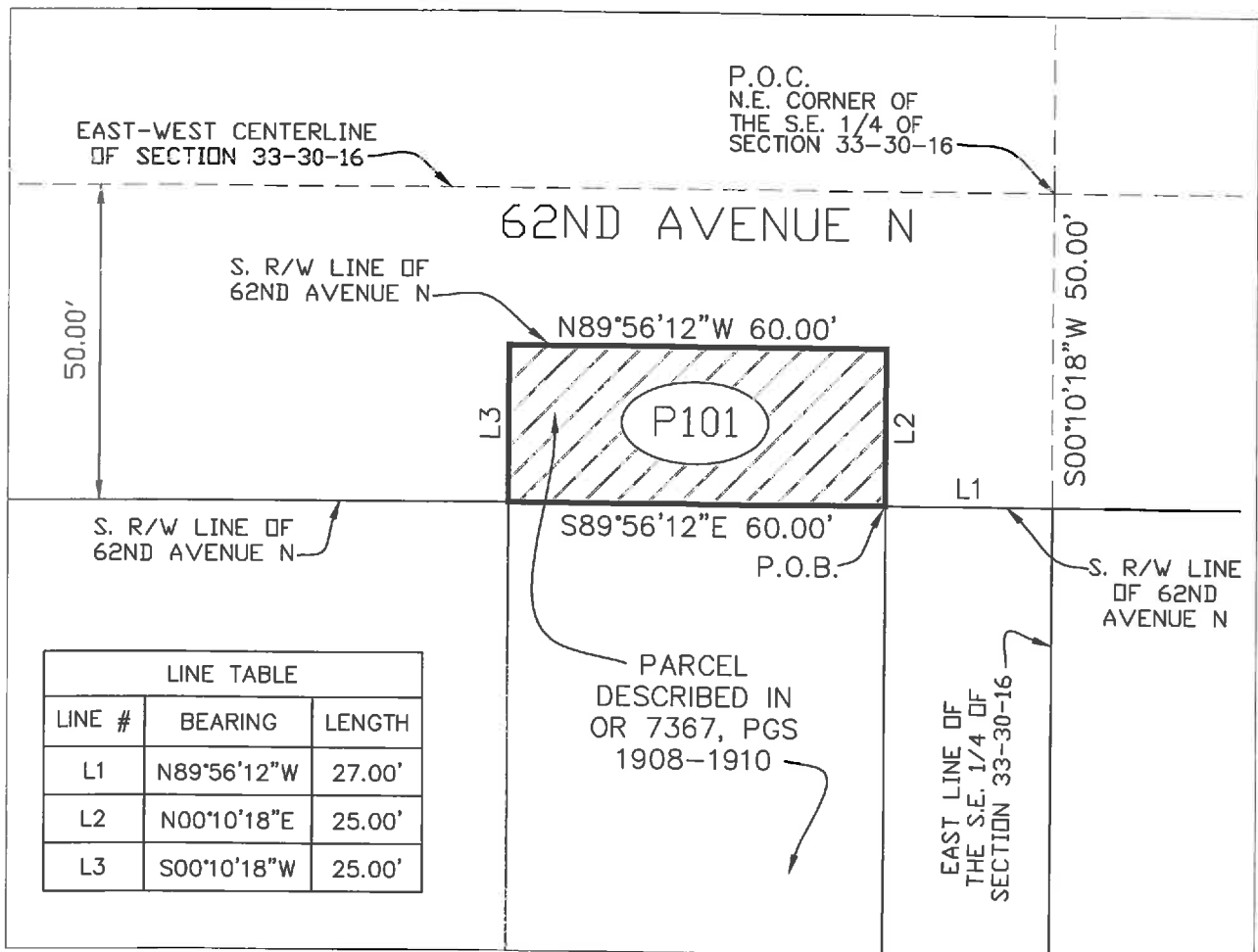
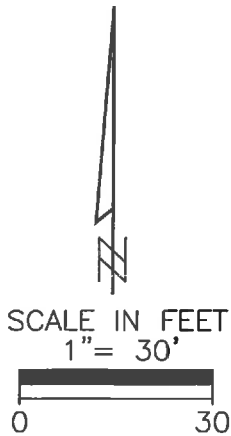


SECTION 33, TOWNSHIP 30 SOUTH, RANGE 16 EAST

SKETCH - NOT A SURVEY

LEGEND

- OR = OFFICIAL RECORDS BOOK
- PG(S) = PAGE(S)
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY



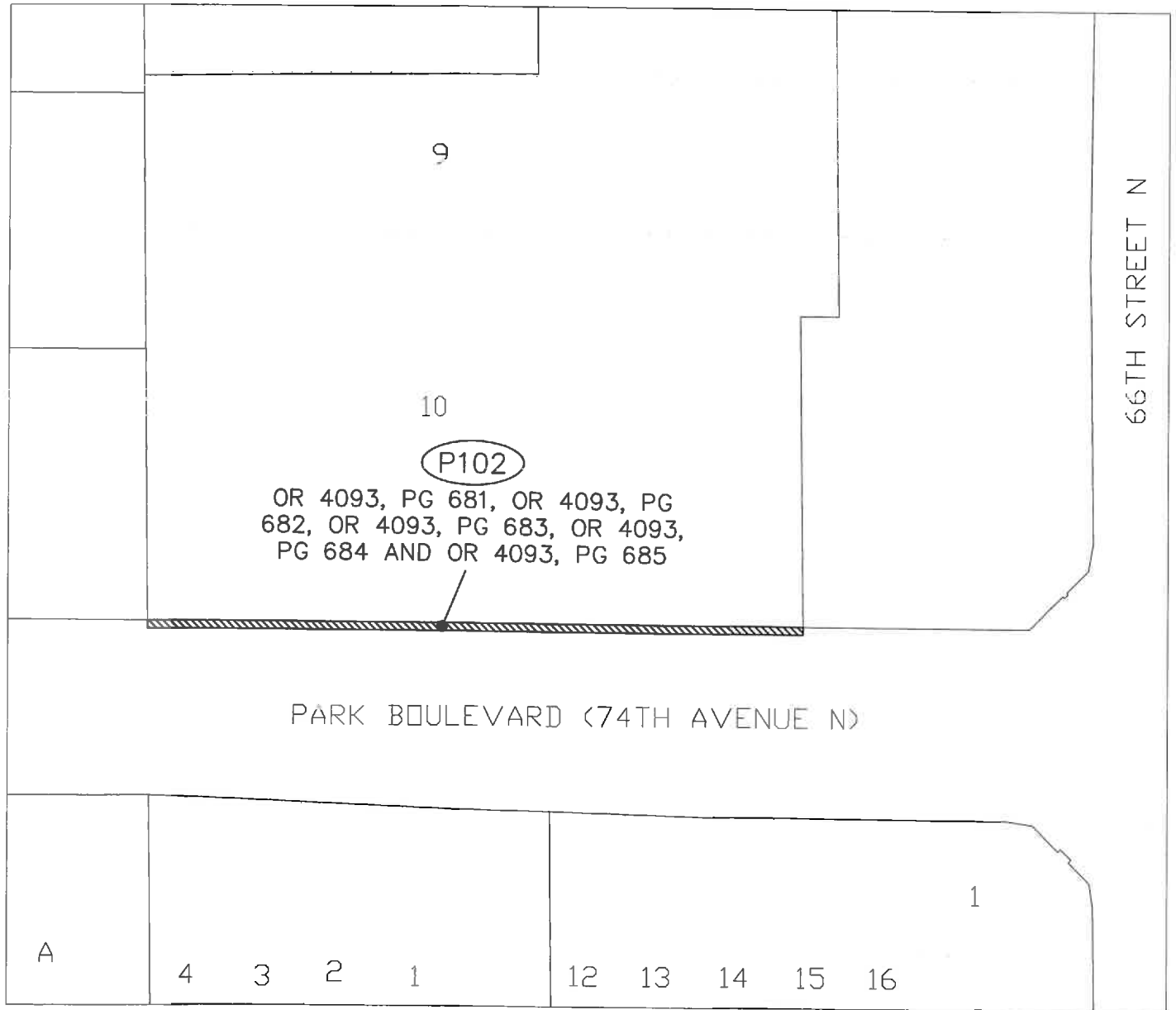
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°56'12"W	27.00'
L2	N00°10'18"E	25.00'
L3	S00°10'18"W	25.00'

S.F.N.:
 2011_00012

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904



SECTION 30, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH - NOT A SURVEY



OR 4093, PG 681, OR 4093, PG 682, OR 4093, PG 683, OR 4093, PG 684 AND OR 4093, PG 685

PARK BOULEVARD (74TH AVENUE N)

SCALE IN FEET
1" = 100'

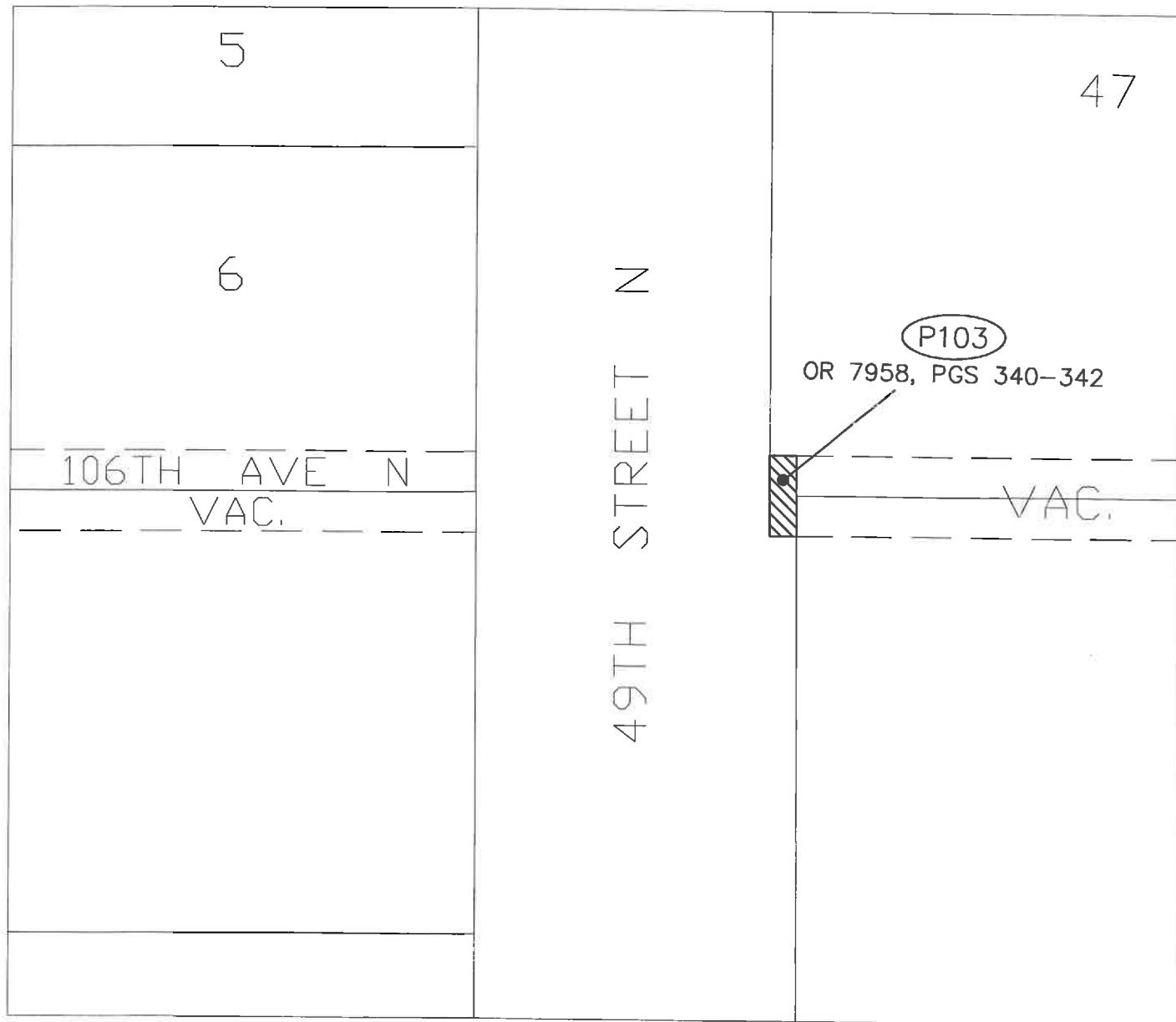


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PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904



SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH - NOT A SURVEY



SCALE IN FEET
1" = 60'

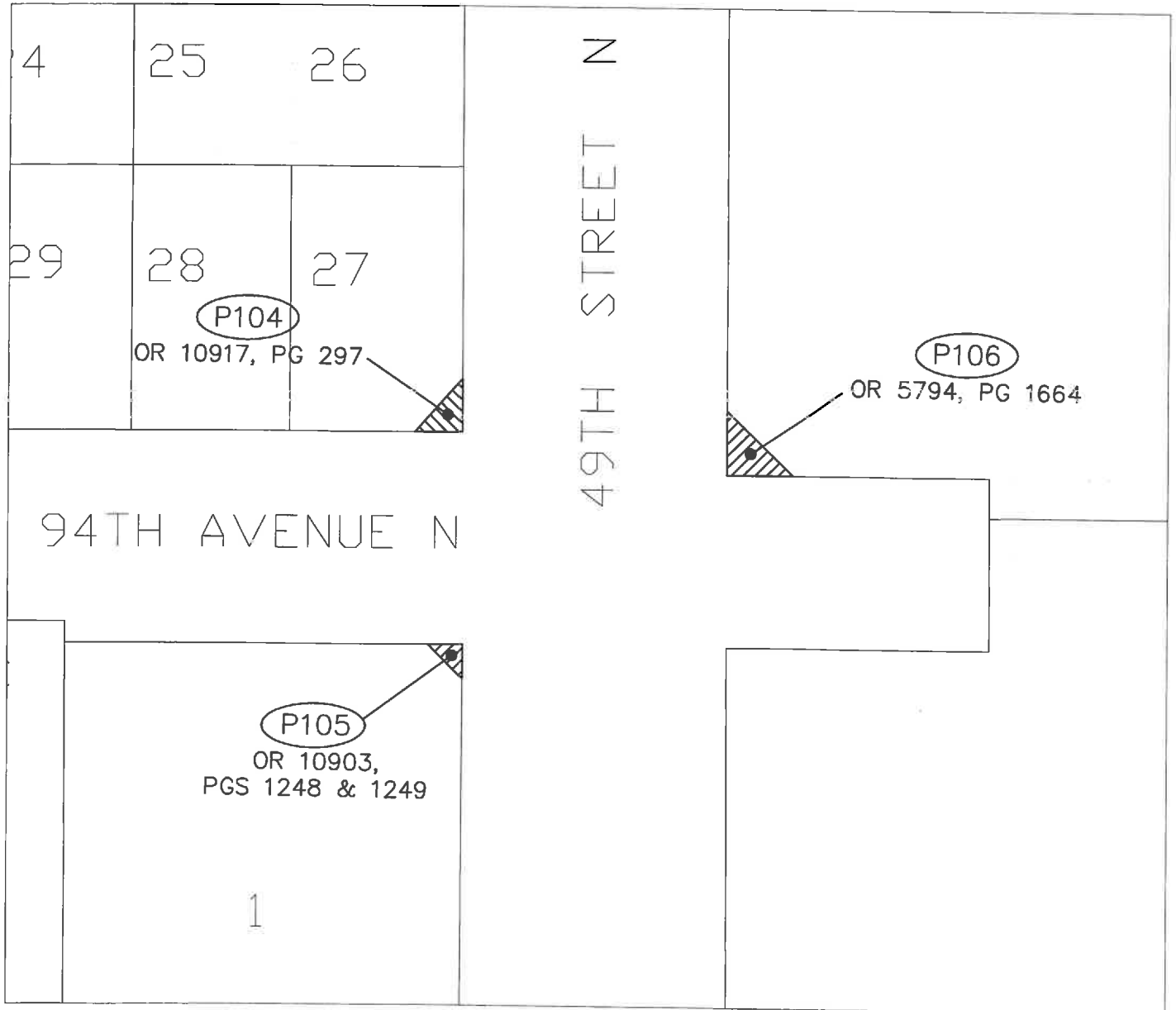


S.F.N.:
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PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904



SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH - NOT A SURVEY



SCALE IN FEET
1" = 60'



S.F.N.:
2011_00012

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904



SECTION 30, TOWNSHIP 30 SOUTH, RANGE 16 EAST
SKETCH - NOT A SURVEY



SCALE IN FEET
1" = 60'

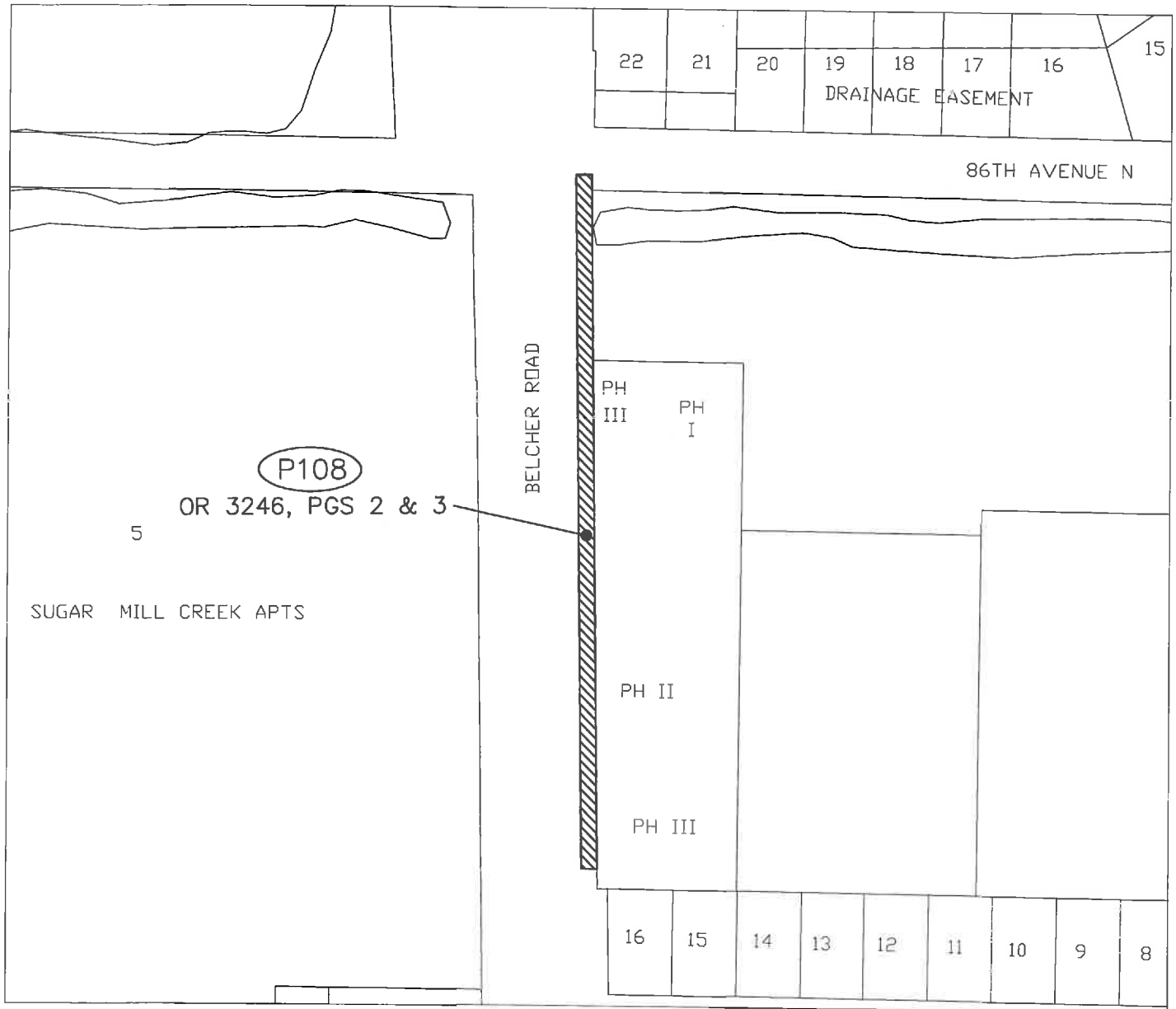


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 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328
 PHONE # (727) 464-8904



SECTION 30, TOWNSHIP 30 SOUTH, RANGE 16 EAST
 SKETCH - NOT A SURVEY



SCALE IN FEET
 1" = 150'

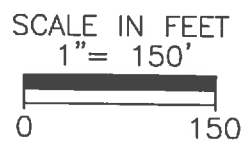


S.F.N.:
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 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328
 PHONE # (727) 464-8904



SECTION 19, TOWNSHIP 30 SOUTH, RANGE 16 EAST
 SKETCH - NOT A SURVEY



S.F.N.:
 2011_00012