

BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN RE: **Pinellas County, Florida**  
**Former Baypointe Golf Course Brownfield Site**  
**9399 Commodore Drive, Seminole, Florida 33776**  
**Former Baypointe Golf Course Brownfield Area**  
**Brownfield Area Identification Number: BF522101000**  
**Brownfield Site Identification Number: BF522101001**  
**FDEP Identification Number: ERIC\_7615**  
**OGC Tracking Number: 21-0166**

BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5),  
Florida Statutes (F.S.)

WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and

WHEREAS, the Department of Environmental Protection (“Department”) is the administrative agency of the State of Florida having the power and duty to protect Florida’s environment and to administer and enforce the provisions of Chapters 403 and 376, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-780, Florida Administrative Code (F.A.C.), as amended; and

WHEREAS, the Department has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement (“BSRA”); and

WHEREAS, the Department has the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

This BSRA is entered into between the Department and **Pinellas County**, hereinafter the Person Responsible For Brownfield Site Rehabilitation (“PRFBSR”) (collectively referred to as the “parties”), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. The Department and the PRFBSR agree to the following:

1. DEPARTMENT OF ENVIRONMENTAL PROTECTION

The Department is the agency of the State of Florida with authority and power to enforce the provisions of Chapters 376 and 403, F.S.

2. PERSON RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION

**Pinellas County** is the PRFBSR as defined in §376.79(15), F.S., for the real property described in the map and legal description in **Attachment A** (the “Brownfield Site”), incorporated herein, that has been designated by **Pinellas County** in Resolution Number **21-2, on January 12, 2021** as a brownfield area as defined in §376.79(5), F.S. **Attachment A** is a composite exhibit that includes: (a) the legal description and map of the Brownfield Site; and (b) the **Pinellas County** resolution with all attachments including the map of the designated brownfield area. The brownfield site consists of 40.1275 acres.

3. PRFBSR'S DUTIES

The PRFBSR agrees:

- (a) to conduct “site rehabilitation” of any “contaminated site(s)” as defined in §376.79, F.S., whose source originates on the real property described in **Attachment A as the Brownfield site**. If such contaminated site(s) extend(s) beyond the boundary of the Brownfield site, then PRFBSR agrees to conduct site rehabilitation to address the entire contaminated site;
- (b) to conduct site rehabilitation and submit technical reports and rehabilitation plans in a timely manner according to the attached brownfield site rehabilitation schedule agreed upon by the parties, **Attachment B** incorporated herein;
- (c) to conduct site rehabilitation activities under the observation of professional engineers or professional geologists, as applicable, who are registered in accordance with the requirements of Chapters 471 or 492, F.S., respectively. Submittals provided by the PRFBSR must be signed and sealed by a professional engineer registered under Chapter 471, F.S., or by a professional geologist registered under Chapter 492, F.S., as applicable, certifying that the submittal and associated work comply with the laws and rules of the Department and those governing the profession. Upon completion of the approved remedial action, a professional engineer registered under Chapter 471, F.S., or a professional geologist registered under Chapter 492, F.S., as applicable, must certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the Department;

- (d) to conduct site rehabilitation in accordance with Chapter 62-160, F.A.C., as the same may be amended from time to time;
- (e) to obtain any local, state or federal approvals or permits required for the site rehabilitation work and to conduct the necessary site rehabilitation consistent with local, state, and federal laws, rules and ordinances. All site rehabilitation shall be consistent with the cleanup criteria in §376.81, F.S., the requirements of Chapters 62-780, F.A.C., Contaminated Site Cleanup Criteria, and 62-777, F.A.C., Contaminant Cleanup Target Levels;
- (f) to allow access by the Department during the entire site rehabilitation process, as evidenced by the attached documentation, **Attachment C**, incorporated herein, establishing that such site access has been secured by agreement with the **real property owner**. Upon the transfer of any real property interest in any portion of the Brownfield Site before site rehabilitation is complete, the PRFBSR shall notify the Department within 15 days from the date that such an interest is effective. With notice the PRFBSR shall provide a copy of an access agreement in substantially the same form as that in **Attachment C** with any successor in interest to the **real property owner** of the Brownfield Site or with any party with a real property interest in the Brownfield Site after the effective date of this agreement, granting such access to the Department; and
- (g) to consider appropriate pollution prevention measures and to implement those that the PRFBSR determines are reasonable and cost-effective, taking into account the ultimate use or uses of the real property described in **Attachment A**. Local pollution prevention programs as well as state pollution prevention programs are available to assist in determining pollution reduction measures. The Department recommends that the PRFBSR contact the Department's Waste Reduction and Registration Program or Hazardous Waste Program and Permitting at the following websites: <https://floridadep.gov/waste/waste-reduction> and <https://floridadep.gov/waste/permitting-compliance-assistance/content/hazardous-waste-management-main-page> for recommendations on waste minimization and waste management and for assistance with pollution prevention measures. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include the goals for the reduction of releases of toxic materials.

#### 4. CERTIFICATION

The PRFBSR is the local government with jurisdiction over the real property described in **Attachment A**. Therefore, the PRFBSR certifies that the proposed redevelopment complies with applicable laws and requirements for such

redevelopment. Documentation provided that describes the proposed redevelopment is provided as **Attachment D**, incorporated herein.

5. SITE CONTRACTOR

The PRFBSR must ensure that the contractor who is performing the majority of the site rehabilitation program tasks pursuant to this BSRA or supervising the performance of such tasks by licensed subcontractors in accordance with the provisions of § 489.113(9), F.S., has provided certification to the Department that the contractor meets the requirements listed below. If the identity of the contractor is known at the time of the execution of this BSRA, a Brownfields Redevelopment Program Contractor Certification Form (CCF) shall be submitted as **Attachment E** to this BSRA, and incorporated herein. If the contractor has not yet been determined, the PRFBSR shall ensure that the CCF is submitted to the District Brownfield Coordinator and approved by the Department before the contractor begins performing any site rehabilitation tasks at the site.

The PRFBSR must submit to the Department documentation as **Attachment F**, incorporated herein, which shows a National Environmental Laboratory Accreditation Program (“NELAP”)-recognized authority has accredited the laboratory(s) that will perform the analyses required by this agreement.

Any contractor that performs site rehabilitation tasks at a contaminated site originating on the real property as described in **Attachment A** shall provide documentation in accordance with the provisions of the paragraph above and with **Attachments E and F**, if applicable, showing that any contractor that performs site rehabilitation tasks:

- (a) meets all certification and license requirements imposed by law; and
- (b) performs, or has laboratory analyses performed, pursuant to NELAP certification requirements and performs, or has field sampling work performed, in accordance with the Standard Operating Procedures provided in Chapter 62-160, F.A.C., as amended, if applicable to performance of site rehabilitation tasks.

6. CONTINUOUS COMPLIANCE

During the entire site rehabilitation process, the PRFBSR agrees to ensure that the contractor continues to comply with the requirements of **Paragraph 5** of this BSRA pursuant to the requirements of §376.80(6), F.S.

7. VOLUNTARY CLEANUP TAX CREDIT PROGRAM

Not all activities that are approved or performed in association with a BSRA are eligible for the state's Voluntary Cleanup Tax Credit (VCTC). In accordance with §

376.30781, F.S., only the costs of voluntary cleanup activity incurred and paid by the applicant that are integral to site rehabilitation or for solid waste removal are eligible for the VCTC. "Site rehabilitation" as defined in §376.79(19), F.S., means the assessment of site contamination and the remediation activities that reduce the levels of contaminants at a site through accepted treatment methods to meet the cleanup target levels established for that site. "Solid waste removal" as defined in §376.30781(3), F.S., means removal of solid waste from the land surface or excavation of solid waste from below the land surface and removal of the solid waste from the brownfield site.

Contamination assessment or remediation paid for by the State of Florida for a discharge that is eligible for a state-funded cleanup under the Drycleaning Solvent Cleanup Program (DSCP) or one of the Petroleum Restoration Program's (PRP) eligibility programs, may not be used to calculate a tax credit. Likewise, expenses incurred that are statutorily-required to participate in the DSCP (i.e., deductibles) or one of the PRP eligibility programs (i.e., deductibles, review fees, limited contamination assessment reports, and co-payments), are not eligible for the state's VCTC. Nothing contained herein is intended to limit the VCTC otherwise available to the PRFBSR under applicable law.

General information about the VCTC Program is available at <https://floridadep.gov/waste/waste-cleanup/content/voluntary-cleanup-tax-credit>. For specific questions regarding the VCTC Program, please contact the Department's Waste Cleanup Program at (850) 245-8958.

## 8. ADVISORY COMMITTEE

The PRFBSR shall establish an advisory committee pursuant to the requirements of §376.80(4), F.S., for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. The advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. However, if an appropriate local advisory committee already exists, this committee may be used for requesting public participation and for the purposes of complying with this paragraph.

The PRFBSR shall provide the advisory committee a copy of the final proposed draft BSRA, including attachments, and a copy of the executed BSRA. When the PRFBSR submits a site assessment report or the technical document containing the proposed course of action following site assessment to the Department or the local pollution control program for review, the PRFBSR shall hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

The names, addresses, contact information and applicable affiliation for each advisory committee member is included as **Attachment G**, incorporated herein.

9. INDEMNIFICATION

The PRFBSR shall save and hold harmless and indemnify the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this BSRA and from the negligent acts or omissions of the PRFBSR or its employees, agents, contractors, subcontractors, or other representatives, to the extent allowed by law.

Notwithstanding the above, the following indemnification provision applies to PRFBSR and the Department as government entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of § 768.28, F.S.

10. LIABILITY PROTECTION

The liability protection provided under §376.82, F.S., shall become effective upon execution of this BSRA and shall remain effective, provided the PRFBSR complies with the terms of this BSRA.

11. TERMINATION

Pursuant to §376.80(8), F.S., if the PRFBSR fails to comply with this BSRA, the Department shall notify the PRFBSR and allow 90 days for the PRFBSR to return to compliance with the provision at issue or to negotiate a modification to the BSRA with the Department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with this BSRA and a modification cannot be negotiated, the Department may terminate this BSRA.

The PRFBSR may terminate this BSRA at any time upon written notice to the Department.

Termination of this BSRA by either party will revoke the immunity provision of §376.82, F.S.

12. IMMINENT HAZARD

Nothing herein shall be construed to limit the authority of the Department to undertake any action in response to, or to recover the costs of responding to, conditions at or from the real property described in **Attachment A** that require the

Department to take action to abate an imminent hazard to the public health, welfare or the environment.

13. RELEASE OF LIABILITY

Upon successful completion of this BSRA as evidenced by the issuance of a Site Rehabilitation Completion Order (SRCO) for each contaminated site originating from the real property described in **Attachment A**, the PRFBSR and his or her successors and assigns, shall be relieved from further liability for site rehabilitation as described in paragraph 3.a. of this BSRA to the Department and third parties and of liability in contribution to any other party who has or may incur cleanup liability for the contaminated site(s).

This release of liability is subject to the reopener provisions of §376.82(3), F.S.

14. GOVERNING LAW

This BSRA has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida and any applicable local regulations. Wherever possible, each provision of this BSRA shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this BSRA shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this BSRA. Any action hereon or in connection herewith shall be brought in **Pinellas County**, Florida.

15. SUBMITTALS

The PRFBSR shall submit one hard (paper) copy or one electronic (digital) copy of any certifications or documentation required in **Paragraph 5** ("Site Contractor") above, and all data, reports, responses, addenda, or modifications to reports and plans required by this BSRA to:

**Yanisa Angulo, P.E.**  
**Southwest District Brownfield Coordinator**  
**13051 N. Telecom Parkway**  
**Suite 101**  
**Temple Terrace, Florida 33637-0926**  
**[Yanisa.angulo@floridadep.gov](mailto:Yanisa.angulo@floridadep.gov) (813)470-5757**

The Department encourages the submittal of documents for review in an electronic format rather than the submittal of paper copies. All electronic copies of documents shall be in the format listed in **Attachment H**, incorporated herein. Time frames for the Department's review of technical reports and plans and submittal of documents by the PRFBSR shall be governed by the schedule in **Attachment B**. After final

Department approval of each report or plan, an electronic copy shall be submitted to the Department within 30 days. The electronic copy of the report shall be submitted in the format listed in **Attachment H**.

16. DOCUMENT REVIEW

During the site rehabilitation process, if the Department fails to complete the review of a technical document within the time frame specified in this BSRA, with the exceptions of “no further action proposals,” “monitoring only proposals,” and feasibility studies, which must be approved prior to implementation, the PRFBSR may proceed to the next site rehabilitation task. However, the PRFBSR does so at its own risk and may be required by the Department to complete additional work on a previous task.

17. ASSIGNMENT

The PRFBSR shall not assign any rights or responsibilities under this BSRA to any other party without the written consent of the Department and the local government with jurisdiction over the real property described in **Attachment A**. However, the Department shall not withhold its consent to such an assignment if: (a) the proposed assignee meets all of the eligibility criteria under §376.82, F.S.; (b) the proposed assignee has agreed, in writing, to assume all obligations of the PRFBSR under the terms of this BSRA; and (c) the assignment of PRFBSR obligations under any agreement with the local government with jurisdiction over the real property has been approved, in writing, by the local government.

18. WAIVER

By entering into this BSRA, the PRFBSR waives its right to challenge the contents of this BSRA in an administrative hearing afforded by §120.569 and §120.57, F.S., or an appeal afforded by the terms of §120.68, F.S. This BSRA does not deny the PRFBSR a right to challenge the Department’s actions taken pursuant to this BSRA. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this BSRA, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

19. EFFECTIVE DATE AND ADMINISTRATIVE HEARING

This BSRA (Order) is final and effective on the date of execution unless a timely petition for an administrative hearing is filed under §§120.569 and 120.57, F.S., within 21 days after the date of receipt of notice of agency action. Upon the timely filing of such petition, this BSRA will not be effective until further order of the Department. The liability protection for the PRFBSR pursuant to §376.82(2), F.S., becomes effective upon execution of the BSRA. The procedures for petitioning a hearing are set forth below.



Please be advised that mediation of this decision pursuant to §120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing:

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request shall be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the request to the PRFBSR at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing:

A person whose substantial interests are affected by this BSRA may petition for an administrative proceeding (hearing) under §§120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the petition to the PRFBSR at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right to request an administrative proceeding under Chapter 120, F.S.

Pursuant to §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

1. The name, address, any e-mail address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the PRFBSR's name and address; the Department's Brownfield Area and Brownfield Site Identification Numbers; and the name and address of the Brownfield Site; the name and address of each agency affected;
2. A statement of when and how each petitioner received notice of the Department's action or proposed action;
3. An explanation of how each petitioner's substantial interests will be affected by the Department's action or proposed action;
4. A statement of the disputed issues of material fact, or a statement that there are no disputed facts;

5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;

6. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

7. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this BSRA. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

20. JUDICIAL REVIEW

Except for the PRFBSR, any party has the right to seek judicial review of this BSRA under §120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The notice of appeal must be filed within **30** days after this BSRA is filed with the clerk of the Department (see below).

21. CONTACTS FOR GENERAL AND LEGAL QUESTIONS

Any questions about the content of this BSRA, the Department's review of the BSRA, or technical questions should be directed to the Department's District Brownfields Coordinator referenced in **Paragraph 15** of this BSRA or to the PRFBSR's representative at:

**Dan Nedvidek, PG**  
**14 S. Fort Harrison Avenue, 4<sup>th</sup> Floor**  
[Dnedvidek@pinellascounty.org](mailto:Dnedvidek@pinellascounty.org)  
**(727)464-3185**

Questions regarding legal issues should be referred to the Department's Brownfields Program Attorney in the Office of General Counsel at (850) 245-2242.

Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

22. ENTIRETY OF AGREEMENT

This BSRA represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this BSRA shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this BSRA, unless otherwise provided herein.

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Pinellas County  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID # BF522101001

IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: **Kelley M. Boatwright**, Director **Southwest** District, State of Florida Department of Environmental Protection, and **Pinellas County**, the Person Responsible for Brownfield Site Rehabilitation, signing by and through **Dave Eggers, Chairman Pinellas County Board of County Commissioners**, duly authorized to execute same.  
PERSON RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Dave Eggers  
(PRFBSR Authorized Signatory)

Dave Eggers, Chairman  
(Print Signatory's Name & Title)

By: \_\_\_\_\_  
Director, Southwest District

Kelley M. Boatwright  
(Print Director's Name)

Date: July 13, 2021

Date: \_\_\_\_\_

315 Court Street  
(Address)

Clearwater, FL 33756  
(City, State, Zip Code)

(727) 464-3377  
(Telephone)



Approved as to form and legality:

\_\_\_\_\_  
FDEP Brownfields Program Attorney

**APPROVED AS TO FORM**

By: Brendan Mackesey  
Office of the County Attorney

FILING AND ACKNOWLEDGMENT FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

ATTEST: KEN BURKE, CLERK  
By: Ken Burke  
Deputy Clerk

\_\_\_\_\_  
Clerk (or Deputy Clerk)

Date: \_\_\_\_\_

- cc: Kelly Crain, FDEP Brownfields Program Manager  
Justin Cross, FDEP Government Analyst II, Brownfields Program  
Megan Johnson, FDEP Environmental Consultant, Brownfields Program  
Ronni Moore, FDEP Brownfields Program Attorney  
Yanisa Angulo, FDEP Southwest District Brownfield Coordinator

List of Attachments

Attachment A	Local Government Resolution for the Brownfield Area and Map and Legal Description of the Brownfield Site
Attachment B	Brownfield Site Rehabilitation Schedule
Attachment C	Site Access Agreement
Attachment D	Certification of Redevelopment Agreement
Attachment E	Contractor Certification Form
Attachment F	Quality Assurance Certificate
Attachment G	Advisory Committee Members
Attachment H	Format for Submittal of Technical Documents

**SECTION 1: ATTACHMENT A - - LOCAL GOVERNMENT RESOLUTION FOR THE BROWNFIELD AREA AND MAP AND LEGAL DESCRIPTION OF THE BROWNFIELD SITE**

## **RESOLUTION 21- 2**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA DESIGNATING A BROWNFIELD SITE WITHIN UNINCORPORATED PINELLAS COUNTY AND IDENTIFYING THE PERSON RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION FOR THE PURPOSES OF ECONOMIC DEVELOPMENT AND ENVIRONMENTAL REHABILITATION; APPROVAL AND AUTHORIZATION FOR THE CHAIRMAN TO EXECUTE AND THE CLERK TO ATTEST A BROWNFIELD SITE REHABILITATION AGREEMENT NEGOTIATED BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PINELLAS COUNTY; AUTHORIZING THE COUNTY ADMINISTRATOR TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; AUTHORIZATION FOR THE PUBLIC WORKS DIRECTOR TO SIGN AND FILE REPORTS, PLANS AND OTHER ADMINISTRATIVE DOCUMENTS; AND TO TAKE SUCH OTHER ACTIONS AND EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH THIS BROWNFIELD DESIGNATION; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Sections 376.77-376.85, Florida Statutes, the “Brownfields Redevelopment Act” (the “Act”), the State of Florida has provided for the designation of certain contiguous areas consisting of one or more Brownfield sites as “Brownfield Areas” by resolution of such areas, and Pinellas County has established a Brownfields Redevelopment Program as provided in Resolution No. 03-125; and

**WHEREAS**, the County desires to provide for the designation of a Brownfield Site, identify the person responsible for Brownfield site rehabilitation, and notify the Florida Department of Environmental Protection (“FDEP”) of its decision to designate the County-owned property further described herein as a Brownfield Site pursuant to the Act; and

**WHEREAS**, the County has complied with the notice and public hearing requirements set forth in Sections 376.80(1) and (2)(a), and 125.66(4)(b), Florida Statutes, including but not limited to holding one public hearing on the proposed designation near the site proposed for designation; and

**WHEREAS**, the County has considered the criteria set forth in Florida Statutes Section 376.80(2)(a)1-4, Florida Statutes, including whether the proposed Brownfield Site warrants

economic development and has a reasonable potential for such activities; whether the proposed area represents a reasonable focused approach and is not overly large in geographic coverage; whether the area has potential to interest the private sector in participating in rehabilitation; and whether the area contains sites or parts of sites suitable for limited recreational open space, cultural or historical purposes.

**NOW, THEREFORE,** BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY FLORIDA, AT A DULY ASSEMBLED MEETING HELD ON THE 12th DAY OF JANUARY, 2021, AS FOLLOWS:

Section 1. The above recitals are true and accurate and are hereby incorporated herein by reference.

Section 2. The County-owned property located at 9399 Commodore Drive, as further depicted on Exhibit A attached hereto and incorporated herein by reference, known as the former Baypointe Golf Club site, is hereby designated as a Brownfield Site in accordance with the Act.

Section 3. The County will enter a Brownfield Site Rehabilitation Agreement with FDEP and will conduct remediation of the site under the direction of FDEP. The Administrator or his designee is hereby authorized to negotiate the Site Rehabilitation Agreement and the Chairman is hereby vested with the authority to execute the same.

Section 4. The County Administrator or his designee is hereby designated as the person responsible for Brownfield site rehabilitation for purposes of the Act and is hereby authorized and directed to notify FDEP of this designation of the Brownfield Site and identification of the person responsible for Brownfield site rehabilitation.

Section 5. The Public Works Director is hereby authorized to execute any and all certifications, acknowledgements, reports, and other such non-monetary administrative documents to effectuate this designation.

Section 6. This Resolution shall take effect immediately upon its adoption.

Commissioner Peters offered the foregoing Resolution and moved its adoption, which was seconded by Commissioner Long, and upon roll call, the vote was:

Ayes: Eggers, Justice, Flowers, Gerard, Long, Peters, and Seel.

Nays: None.

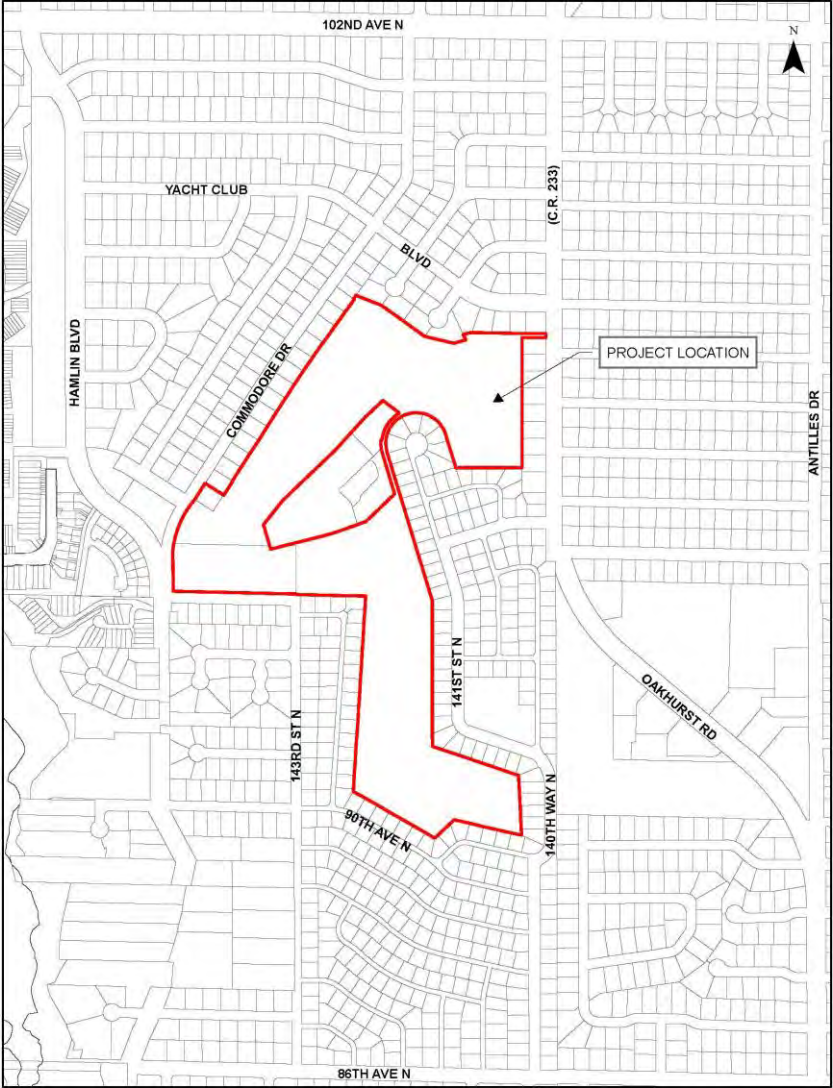
Absent and not voting: None.

**APPROVED AS TO FORM**

By: Chelsea Hardy  
Office of the County Attorney



**Exhibit A**  
**FORMER BAYPOINTE GOLF CLUB BROWNFIELD**  
**SITE**



This Instrument Prepared By:  
Aaron Anthony Blair  
American Government Services Corporation  
3812 W. Linebaugh Avenue, Tampa, Florida 33618  
AGS File Number: 29821

Upon Recording, Return To:  
Department of Real Estate Management  
Real Property Division  
509 East Avenue South, Clearwater, Florida 33756

## Warranty Deed

Consideration: \$1,200,000.00  
State Documentary Stamps Paid: \$8,400.00  
Property Appraiser's Parcel ID Numbers:  
- 19-30-15-36558-000-0010  
- 19-30-15-00000-130-0100  
- 19-30-15-99288-007-0190  
County Project: SFN 2181 Baypointe Golf Course

**THIS INDENTURE**, made this 14<sup>th</sup> day of February, 2020, between **Obligation Solution, LLC**, a Florida limited liability company, whose address is 911 NW 209<sup>th</sup> Avenue, Suite #111, Pembroke Pines, Florida 33029, Grantor, to **Pinellas County**, a political subdivision of the State of Florida, whose address is c/o Dept. of Real Estate Management, Real Property Division, 509 East Avenue South, Clearwater, Florida 33756, Grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

**WITNESSETH:** That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Pinellas County, Florida, to-wit:

### See Attached Exhibit "A" Legal Description

Being the same Property conveyed to the Grantor by a Warranty Deed recorded August 5, 2018 in Official Records Book 18876, Page 689, of the Public Records of Pinellas County, Florida.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

**AND** the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]  
Signature of 1<sup>st</sup> Witness

Obligation Solution, LLC, a Florida limited liability company

BY: Long Driver Performance Group, LLC, a Florida limited liability company, its Manager

Keila Marrero  
Print or type name of 1<sup>st</sup> Witness

BY: [Signature]  
Daniel Wejc, Manager of Long Driver Performance Group, LLC

[Signature]  
Signature of 2<sup>nd</sup> Witness

Marlena Gunn  
Print or type name of 2<sup>nd</sup> Witness

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 14<sup>th</sup> day of February, 2020, by Daniel Wejc. Such person, Notary Public must check applicable box:

- is personally known to me.
- produced his current driver license.
- or produced \_\_\_\_\_ as identification.

(Notary Seal)



[Signature]  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description**

**PARCEL NO. 1:**

Being a tract of land situated in the Southwest ¼ of the Northeast ¼ and the Southeast ¼ of the Northwest ¼ and the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼, all in Section 19, Township 30 South, Range 15 East; Pinellas County, Florida, and being more particularly described as follows:

Beginning at the Southeast corner of the Southwest ¼ of the Northeast ¼ of Section 19, Township 30 South, Range 15 East, run thence North 88° 47' 03" West, along the East-West centerline of said Section 19, 704.52 feet for a Point of Beginning. Thence run North 16° 54' 17" West, 512.31 feet to a point; thence run along the arc of a curve to the right of radius 155.00 feet arc length 486.95 feet, chord length 310.00 feet, chord bearing North 73° 05' 43" East to a point; thence run South 16° 54' 17" East, 176.97 feet to a point; thence run South 89° 57' 19" East; 335.59 feet to a point on the West line of Yacht Club Estates, Unit 8 Replat, (Plat Book 60, Page 64); thence run North 00° 02' 41" East, 660.00 feet to the Northwest corner of said Yacht Club Estates Unit 8 Replat; thence run South 89° 57' 19" East, 120.00 feet to the West right of way line of Oakhurst Road; thence run along said right of way line, North 00° 02' 41" East, 20.00 feet to a point; thence following the boundary lines of Yacht Club Estates Unit 4 (Plat Book 58, Page 66); Yacht Club Estates Unit 7 (Plat Book 60, Page 54), Yacht Club Estates Unit 3 (Plat Book 57, Page 38), and Yacht Club Estates Unit 3 Partial Replat (Plat Book 60, Page 23), according to the line callings given therein; run North 89° 13' 52" West; 384.30 feet to a point; thence run along the arc or curve to the left of radius 100.00 feet; chord bearing South 63° 16' 08" West; chord length 92.35 feet to a point; thence South 35° 46' 08" West; 14.36 feet to a point; thence North 77° 08' 19" West; 151.99 feet to a point; thence North 54° 13' 52" West, 270.00 feet to a point; thence run North 68° 45' 56" West, 139.46 feet to a point; thence run South 35° 46' 08" West; 20.00 feet to a point; thence run South 54° 13' 52" East; 5.00 feet to a point; thence run South 35° 46' 08" West, 281.77 feet to a point; thence run along the arc of a curve to the left of radius 5589.58 feet; arc length 308.09 feet; chord bearing South 34° 11' 23" West, chord length 308.06 feet to a point; thence South 32° 36' 30" West, 703.25 feet to a point; thence run North 57° 23' 21" West, 110.00 feet to a point on the East right of way line of Commodore Drive; thence run on said right of way line South 32° 36' 39" West, 80.00 feet to a point; thence run along the arc of a curve to the left of radius 451.11 feet; arc length 258.20 feet; chord bearing South 16° 12' 50" West; chord length 254.69 feet to a point; thence run South 00° 11' 00" East; 158.30 feet to a point on the North line of a 60 foot County right of way; thence along said right of way line and an extension thereof South 88° 47' 03" East; 981.13 feet to a point; thence run South 03° 38' 45" West; 992.78 feet to a point; thence run South 60° 10' 45" East; 476.08 feet to a point; thence run North 46° 58' 08" East; 134.78 feet to a point; thence run South 77° 15' 35" East; 350.12 feet to a point; thence run North 02° 49' 54" West; 304.16 feet to a point; thence run North 71° 20' 55" West; 461.23 feet to a point; thence run North 00° 06' 24" West; 741.17 feet to a point; thence run North 16° 54' 17" West; 272.69 feet to the Point of Beginning of the parcel, herein described

(The above description includes Lots 1, 2, 39 and 40, Harbor View No. 9, according to the plat thereof recorded in Plat Book 6, Page 19, of the Public Records of Hillsborough County, Florida of which Pinellas county was formerly a part).

**LESS AND EXCEPT THE FOLLOWING PARCELS:**

**PARCEL A:** Tract conveyed to Wadsworth Homes Co. in Official Records Book 2011, Page 451, of the Public Records of Pinellas County, Florida, described as:

That part of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 19, Township 30 South, Range 15 East described as follows: Begin at the Northeasterly corner of Lot 18-R in Block "G", of Yacht Club Estates, Unit 3 Partial Replat, as recorded in Plat Book 60, Page 23, of the Public Records of Pinellas County, Florida for a Point of Beginning and from the point of beginning thus established, run thence South  $57^{\circ}23'21''$  East a distance of 2.0 feet; thence South  $32^{\circ}36'39''$  West a distance of 84.0 feet; thence North  $57^{\circ}23'21''$  West, a distance of 2.0 feet; thence North  $32^{\circ}36'39''$  East, a distance of 84.0 feet to the established Point of Beginning.

**PARCEL B:** Tract conveyed to Pinellas County in Official Record Book 4908, Page 736, of the Public Records of Pinellas County, Florida, described as:

A strip of land lying within the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 19, Township 30 South, Range 15 East and a portion of Lots 30, 40 and 41, Harbor View No. 9 Subdivision; according to the plat thereof; as recorded in Plat Book 6, Page 19, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, more particularly described as a strip of land 60.0 feet wide lying 30 feet on each side of the following described centerline:

Commencing at the Northeast corner of the Southwest  $\frac{1}{4}$  of said Section 19; run South  $00^{\circ}10'50''$  East, along the North/South half section line; a distance of 275.15 feet; thence North  $88^{\circ}47'03''$  West; 660.00 feet to a point of intersection with the centerline of Commodore Drive for a Point of Beginning: thence North  $00^{\circ}10'50''$  West; along said centerline; 186.73 feet to a point of curvature; thence 275.35 feet along a tangent curve; through a central angle of  $32^{\circ}47'29''$ ; having a radius of 481.11 feet and a chord of North  $16^{\circ}12'55''$  East, 271.61 feet to a point of intersection with the Southerly right of way line of Marina Way for a Point of Ending, said point being North  $57^{\circ}23'21''$  West, 30.00 feet from the most Southerly corner of Yacht Club Estates, Unit 5 Subdivision, according to plat thereof, as recorded in Plat Book 59, Page 50, of the Public Records of Pinellas County, Florida.

**PARCEL C:** Tract conveyed to Alfred S. Austin and Daper-Tampa, Inc. in Official Record Book 5041, Page 1810, of the Public Records of Pinellas County, Florida, described as:

From the Southeast corner of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 19, Township 30 South, Range 15 East, thence North  $88^{\circ}47'03''$  West, along the East/West center line of Section 19; 704.52 feet to a point on the Westerly line of Tamarac by the Gulf as recorded in Plat Book 63, Page 13, of the Public Records of Pinellas County, Florida; thence along said line North  $16^{\circ}54'17''$  West; 512.31 feet; thence South  $73^{\circ}05'43''$  West, 25.00 feet to the Point of Beginning; thence South  $16^{\circ}54'17''$  East; 213.48 feet; thence South  $46^{\circ}06'53''$  West; 204.10 feet; thence South  $70^{\circ}45'40''$  West; 171.10 feet; thence South  $73^{\circ}48'36''$  West; 110.00 feet; thence South  $76^{\circ}10'47''$  West; 220.07 feet; thence North  $16^{\circ}38'29''$  West, 130.96 feet; thence North  $38^{\circ}42'38''$  East; 154.35 feet; thence North  $45^{\circ}54'31''$  East; 103.33 feet; thence North  $46^{\circ}21'31''$  East; 267.38 feet; thence North  $42^{\circ}05'27''$  East, 230.12 feet; thence North  $46^{\circ}48'20''$  East, 120.00 feet; thence South  $52^{\circ}16'19''$  East, 100.75 feet; thence South  $29^{\circ}59'22''$  East, 5.00 feet to a point on a curve; thence along the arc of a curve to the left having a radius of 175.00 feet; chord 160.00 feet; chord bearing South  $32^{\circ}48'28''$  West; arc 166.17 feet; thence along a radial line North  $84^{\circ}23'43''$  West; 5.00 feet to a point on a curve to the left; radius 180.00 feet; chord 70.26 feet; chord bearing South  $05^{\circ}39'00''$  East, arc 70.72 feet to the Point of Beginning.

**PARCEL D:** Tract conveyed to W. G. Schepman and Frances L. Schepman, his wife, in Official Records Book 5302, Page 1351, of the Public Records of Pinellas County, Florida described as:

A tract lying within the Southwest ¼ of the Northeast ¼ of Section 19, Township 30 South, Range 15 East, Pinellas County, Florida; the same being a portion of that certain drainage easement as described in Official Records Book 3520, Pages 414-416, of the Public Records of Pinellas County, Florida and being described as follows:

Commencing at the Southeast corner of Lot 1, Block K, Yacht Club Estates Unit 4 Subdivision, according to plat thereof as recorded in Plat Book 58, Page 66, of the Public Records of Pinellas County, Florida, run North 89°13'52" West along the Southerly boundary of said Block K; the same being the Northerly boundary of the aforementioned drainage easement, for a distance of 373.30 feet to the Southeast corner of Lot 5 of said Block K; thence Southwesterly 45.35 feet along the arc of a curve concave Southeasterly, through a central angle of 25°59'06" having a radius of 100 feet; a chord of South 77°46'35" West; 44.96 feet to the Southwest corner of said lot 5 and the Point of Beginning; thence South 25°12'58" East along the Southeasterly extension of the Southwesterly boundary of said Lot 5, the same being a radial line for a distance of 30.00 feet; thence South 74°31'35" West; for a distance of 61.96 feet to the most Southerly corner of Lot 6, Yacht Club Estates Subdivision Unit 7, according to plat thereof, as recorded in Plat Book 60, Page 54, of the Public Records of Pinellas County, Florida; thence along the Southeasterly boundary of said Lot 6; the same being the Northerly boundary of the aforementioned drainage easement; the following two (2) courses: North 35°46'08" East; for a 14.36 feet to a point of curvature; thence Northeasterly 50.64 feet along the arc of a curve concave Southeasterly, through a central angle of 29°00'54", having a radius of 100 feet, a chord of North 50°16'35" East, 50.10 feet to the Point of Beginning.

**PARCEL NO. 2:**

Lot 19-R in Block "G" of Yacht Club Estates, Unit #3, Partial Replat; according to the map or plat thereof as recorded in Plat Book 60, Page 23, of the Public Records of Pinellas County, Florida.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PART THEREOF:**

Begin at the most Northerly point in the boundary line between lots 18-R and 19-R in said Block "G" for a Point of Beginning; and from the Point of Beginning thus established; run thence Southerly along the Northerly boundary of said Lot 19-R adjoining Commodore Drive a distance of four (4) feet; run thence Southeasterly parallel to the boundary between said Lots 18-R and 19-R a distance of 110.00 feet to the Southeasterly boundary of said Lot 19-R; run thence Northeasterly along the boundary of said lot to the most Southerly point in the boundary between said lot 18-R and 19-R run thence Northwesterly along said boundary between said lots to the established Point of Beginning.

**SECTION 2: ATTACHMENT B - - BROWNFIELD SITE REHABILITATION SCHEDULE**

**Attachment B**  
**Table I**  
**Brownfield Site Rehabilitation Schedule**

<b>Type of Report or Activity</b>	<b>PRFBSR Action or Submittal Time Frames</b>	<b>Department Review or Comment Time frames</b>
<b>Notice of Interim Source Removal Action or Emergency Response Action situations.</b>	Within 24 hours of initiation of the action.	No comment required.
<b>Interim Source Removal Proposal</b>	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (see Rule 62-780.525, F.A.C.)	Within 30 days of receipt.
<b>Interim Source Removal Plan</b>	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (62-780.525, F.A.C.)	Within 30 days of receipt.
<b>Interim Source Removal Status Report</b>	Within 60 days of completion of source removal activities and every 60 days thereafter or when the field activity is terminated, whichever occurs first.	No comment required.
<b>Interim Source Removal Report</b>	Within 60 days of completion of interim source removal activities.	Within 60 days of receipt.
<b>Site Rehabilitation Plan (SRP) or Combined Document; (Optional submittal) (See Rule 62-780.450, F.A.C.)</b>	Optional: SRP submitted within 270 days of executing BSRA. May include multiple tasks.	Within 60 days of receipt.
<b>Site Assessment Report (SAR)</b>	SAR submitted within 270 days of executing BSRA.	Within 60 days of receipt.
<b>Risk Assessment Report (RAR)</b>	Optional: (within 60 days of SAR approval.)	Within 90 days of receipt.
<b>No Further Action (NFA) Proposal</b>	When the site meets the criteria for NFA (See Rule 62-780.680, F.A.C.).	Within 60 days of receipt.
<b>Well Survey and Sampling Results pursuant to paragraph 62-780.600(3)(h), F.A.C.</b>	Within 60 days of discovery of contamination beyond the property boundaries	Within 60 days of receipt.
<b>Natural Attenuation with Monitoring (NAM) Plan</b>	When the site meets the criteria for Natural Attenuation with Monitoring (See Rule 62-780.690, F.A.C.).	Within 60 days of receipt.
<b>Natural Attenuation with Monitoring (NAM) Report</b>	Within 60 days of sample collection.	No comment required.
<b>Remedial Action Plan (RAP)</b>	Within 90 days of approval of a SRP, SAR or RAR.	Within 60 days of receipt.
<b>As-Built Drawings</b>	Within 120 days of initiating operation of the active remediation system.	No comment required.
<b>Initiate Operation of Active Remedial Action</b>	Within 120 days of RAP approval.	No comment required.
<b>Proposals submitted pursuant to subsection 62-780.700(14), F.A.C.</b>	Optional during active remediation	Within 60 days of receipt
<b>Remedial Action Status Report (Monthly or quarterly status reports may be required for submittal - - depending on site conditions and Advisory Committee.)</b>	Within 60 days of the anniversary date of initiating operation of active remediation system.	No comment required.



Post Active Remediation Monitoring (PARM) Plan	When the site meets the criteria for NFA (see Rule 62-780.680) or Leveling-Off [see Rule 62-780.700(18)]	Within 60 days of receipt.
Post Active Remediation Monitoring (PARM) Report	Within 60 days of sample collection.	No comment required.
Leveling Off Determination	Within 60 days of sample collection.	Within 60 days of receipt.
Post Active Remediation Monitoring (PARM) Plan resampling proposal (Rule 62-780.750(4)(e), F.A.C.	Within 60 days of sample collection.	Within 60 days of receipt.
Site Rehabilitation Completion Report (SRCR)	Within 60 days of the final sampling event. If SRCR not approved then submit modifications, etc., within 60 days of Department's response.	Within 60 days of receipt. If the brownfield site meets the requirements of Chapter 62-780, F.A.C., for the issuance of an SRCO, then an SRCO will be issued.
Pilot Study Work Plan	When seeking approval before implementation of a Pilot Study pursuant to Rule 62-780.700(2), F.A.C.	Within 60 days of receipt.
Notices for Field Activities except for Start of Interim Source Removal or Emergency Response Action situations.	Within seven (7) days but not less than 24 hours prior notice to the Department to perform field activity.	No comment required.
Submittal to the Department of addenda, responses, or modification to plans or reports, pursuant to Chapter 62-780, F.A.C.	Within 60 days of receipt of the Department's response.	Within the same time frame for review of the original submittal.
Submittal of Form and Actual Notice required in subsection 62-780.220(2), F.A.C.	See text of rule for "Initial Notice of Contamination Beyond Property Boundaries" in subsection 62-780.220(2), F.A.C.	No comment required.
Submittal of Actual and Constructive Notice required in subsection 62-780.220(3), F.A.C.	See text of rule for "Subsequent Notice of Contamination Beyond Source Property Boundaries for Establishment of a Temporary Point of Compliance (TPOC)" in subsection 62-780.220(3), F.A.C.	No comment required.
Submittal of Notice required in subsection 62-780.220(7), F.A.C.	See text of rule for requirement that PRFBSR provide notice of Department's intent to approve site closure using institutional controls, institutional and engineering controls, or alternative cleanup target levels.	No comment required.

**SECTION 3: ATTACHMENT C - - SITE ACCESS AGREEMENT**

**SITE ACCESS AGREEMENT  
PERMISSION TO ENTER PROPERTY  
BROWNFIELDS REDEVELOPMENT PROGRAM**

1. **Pinellas County**, the real property owner (“undersigned” or “owner”), hereby grants permission to the State of Florida, Department of Environmental Protection (“Department”) and its agents and subcontractors to enter the undersigned’s property (“the property”) located at **9399 Commodore Drive, Seminole Fl**, Parcel ID **19-30-15-36558-000-0010, 19-30-15-00000-130-0100, and 19-30-15-99288-007-0190** as described in **Attachment A** attached to the Brownfield Site Rehabilitation Agreement (“BSRA”) for the brownfield site assigned the Brownfield Site Identification Number **BF522101001**, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by the Department or the successful completion of the BSRA, whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by the Department, its agents, representatives or subcontractors:
  - a. Having access to areas where contamination may exist.
  - b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.
  - c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned’s successors and assigns for any contamination discovered on the property.
5. The Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.
6. The Department acknowledges and accepts any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.
7. In exercising its access privileges, the Department will take reasonable steps not to interfere with the Owner’s operations, or the remediation and redevelopment activities pursuant to the BSRA.

Dave Eggers

Signature of Real Property Owner

Print Name: Dave Eggers

Title, Chairman, Pinellas BCC

July 13, 2021

Date

Katherine Carpenter

Signature of Witness

Print Name: Katherine Carpenter, Deputy Clerk

July 13, 2021

Date



**APPROVED AS TO FORM**

By: Brendan Mackesey  
Office of the County Attorney

**Site Access Agreement**

**Brownfield Site ID #: BF522101001**

{Date}

**Page \_\_\_ of \_\_\_ (refer to the number of pages in the site access agreement).**

Accepted by the Department by the following authorized agent:

\_\_\_\_\_  
Signature of Department representative

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

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

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

\_\_\_\_\_  
Title of Department representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **SECTION 4: ATTACHMENT D - - CERTIFICATION OF REDEVELOPMENT AGREEMENT**

The PRFBSR and Pinellas County are one entity. Redevelopment plans for the facility include the construction of a regional stormwater treatment facility utilizing features of the former golf course. Portions of the site will be utilized as a passive recreational facility, including wildlife viewing and walking trails.

**SECTION 5: ATTACHMENT E - - CONTRACTOR CERTIFICATION FORM**



**CONTRACTOR CERTIFICATION FORM  
Brownfields Redevelopment Program**

Contractor Name: Terracon Consultants, Inc. Date: January 20, 2021  
Contractor Address: 5463 W. Waters Avenue, Suite 830 Tampa, FL 33634  
Contact Name: Donna L. Cline, P.E.  
Phone No.: (813) 321-0340 Fax No.: (813) 552-0051  
Brownfield Site ID #: BF522101001

**CONTRACTOR CERTIFIES BY CHECKING ALL APPROPRIATE BOXES:**      YES      NO

- 1. It meets all certification and license requirements imposed by law.
- 2. It performs or contracts laboratory analysis pursuant to National Environmental Laboratory Accreditation Program certification requirements and performs or contracts field-sampling work in accordance with the Standard Operating Procedures for Field Activities pursuant to Chapter 62-160, Florida Administrative Code.
- 3. It complies with all applicable OSHA regulations.
- 4. Has the capacity to perform the majority of the site rehabilitation program tasks pursuant to a brownfield site rehabilitation agreement or supervise the performance of such tasks by licensed subcontractors in accordance with Section 489.113(9), Florida Statutes (F.S.).

The person named below by signing as an "Officer of the Company" hereby certifies to the Florida Department of Environmental Protection (FDEP) that the Contractor named above meets the requirements for contractors participating in the Brownfields Redevelopment Program [Section 376.80(6), F.S.]:

2/12/2021

Rick Acree

Signature of Officer of the Company and Date Signed

Print Name of Officer of the Company

VP, Regional Manager  
Title of Officer of the Company

Contractors must immediately notify the FDEP (Brownfields District Coordinator, delegated local program) of any change in the above criteria. The FDEP may order a suspension or cessation of work for failure of a contractor to maintain their required certification.

Terracon Consultants, Inc.    Address    City, State Zip  
P (000) 000 0000    F (000) 000 0000    terracon.com

**SECTION 6: ATTACHMENT F - - QUALITY ASSURANCE CERTIFICATE**





State of Florida  
 Department of Health, Bureau of Public Health Laboratories  
 This is to certify that

E83079

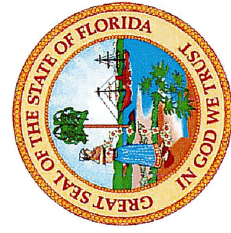
PACE ANALYTICAL SERVICES, LLC - ORMOND BEACH FL  
 8 EAST TOWER CIRCLE  
 ORMOND BEACH, FL 32174

has complied with Florida Administrative Code 64E-1,  
 for the examination of environmental samples in the following categories

DRINKING WATER - GROUP I UNREGULATED CONTAMINANTS, DRINKING WATER - GROUP II UNREGULATED CONTAMINANTS, DRINKING WATER - OTHER REGULATED CONTAMINANTS, DRINKING WATER - GROUP III UNREGULATED CONTAMINANTS, DRINKING WATER - MICROBIOLOGY, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC CONTAMINANTS, DRINKING WATER - RADIOCHEMISTRY, DRINKING WATER - SYNTHETIC ORGANIC CONTAMINANTS, NON-POTABLE WATER - EXTRACTABLE ORGANICS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - METALS, NON-POTABLE WATER - MICROBIOLOGY, NON-POTABLE WATER - PESTICIDES-HERBICIDES-PCB'S, NON-POTABLE WATER - VOLATILE ORGANICS, SOLID AND CHEMICAL MATERIALS - EXTRACTABLE ORGANICS, SOLID AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOLID AND CHEMICAL MATERIALS - METALS, SOLID AND CHEMICAL MATERIALS - MICROBIOLOGY, SOLID AND CHEMICAL MATERIALS - PESTICIDES-HERBICIDES-PCB'S, SOLID AND CHEMICAL MATERIALS - VOLATILE ORGANICS, BIOLOGICAL TISSUE - METALS

Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2021 Expiration Date: June 30, 2022



Patty A. Lewandowski, MBA, MT(ASCP)  
 Chief Bureau of Public Health Laboratories  
 DH Form 1697, 7/04  
 NON-TRANSFERABLE E83079-85-07/01/2021  
 Supersedes all previously issued certificates



**SECTION 7: ATTACHMENT G - - ADVISORY COMMITTEE MEMBERS**

<u>Name/Title</u>	<u>Address</u>	<u>Contact Information</u>
Dan Nedvidek, PG Pinellas County Brownfield Program Manager	14 S. Fort Harrison Ave, 4th Floor, Clearwater FL 33756	<u>(727)464-3185</u> <u>dnedvidek@pinellascounty.org</u>
Jennifer Shannon, PE Professional Engineer II Pinellas County Public Works	14 S. Fort Harrison Ave, 4th Floor, Clearwater FL 33756	<u>(727) 464-5674</u> <u>jshannon@pinellascounty.org</u>
Kelli Hammer Levy Director, Pinellas County Public Works	22211 US 19 Clearwater, FL 33765	<u>(727) 464-3317</u> <u>klevy@pinellascounty.org</u>
Ray Nelson Local Resident	14173 90th Ave Seminole, FL 33776	<u>(612)720-5697</u>
Dorothy Nelson Local Resident	14173 90th Ave Seminole, FL 33776	<u>(612)720-5697</u> <u>dorthynelson64@gmail.com</u>
Tom Parliament Local Resident	14071 90th Pl Seminole, FL 33776	<u>(845)634-4116</u> <u>tparliment@verizon.net</u>
Kate LaVanche Tarramac Homeowners Association Representative	9322 141st St Seminole, FL 33776	(914) 213-8614 klavanche@hotmail.com

## **ATTACHMENT H - - FORMAT FOR SUBMITTAL OF TECHNICAL DOCUMENTS**

1. One hard copy or one electronic copy of each report or proposal and final reports shall be submitted to the Department or to the delegated local program.
2. Where an electronic format exists of the records it shall be used to transmit the data, file, report, document, map, plans, picture, record, or any other object that may be available in an electronic format. Electronic records shall be kept in industry standard non-proprietary formats: TIFF, GIF, JPEG, PDF, or in Microsoft Word, Microsoft Excel, and Microsoft Access not older than one (1) release behind the current.
3. Data requested shall be transmitted using available media such as E-mail, Compact Disc (CD), or File Transfer via an FTP site. Additional formats may be considered at the time of the request.
4. After final approval of each report, an electronic copy and one hard copy shall be submitted within 30 days.
5. The media shall include a file directory and specify the “naming convention”.
  - (a) Final reports (any text files) must be in one of the approved formats.
  - (b) Site maps and surveys shall be in TIFF, JPEG or “.pdf” format.
  - (c) Site-specific GIS data tables shall be in Excel or text (tab delimited) format.
  - (d) The cover of the media shall include the Site Name, Designated Brownfield Area, Date and Type of Report(s).  
The left inside cover of the media should list all the files located on the media.