

## AGREEMENT

THIS AGREEMENT, made and entered into as of the 14 day of March, 2024, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its CITY Council, hereinafter referred to as "CITY".

### WITNESSETH:

WHEREAS, COUNTY and CITY have previously contracted for the sale and purchase of potable water to serve customers in the CITY's water service area; and,

WHEREAS, CITY, to ensure an adequate supply of potable water for distribution to its citizens, desires to continue to purchase from COUNTY, a supply of potable water which COUNTY is able to furnish from and through its water supply transmission system; and,

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the parties hereby mutually agree as follows:

1. COUNTY agrees to furnish CITY up to 5.25 MGD yearly average of water for its use and for redistribution in its water service area, as shown on the attached map and marked as Exhibit A and incorporated herein by reference.
2. CITY shall have the exclusive right to distribute and make available water service to the customers within its water service area, as described and depicted in Exhibit A, and may purchase from COUNTY potable water

required to serve the customers within the designated area. At any point during the term of this Agreement, that the CITY determines to provide water for themselves or otherwise obtain a portion of their potable water needs from sources other than the COUNTY and the COUNTY remains on a standby status to the CITY, for that portion obtained elsewhere, the CITY will be charged a standby fee, that will be determined at the time the CITY obtains water from other sources.

3. The CITY will utilize the connections located at: 12579 49<sup>th</sup> Street North., 7690 Bryan Dairy Rd., and 7301 71<sup>st</sup> Street North or other locations mutually agreed to by COUNTY and CITY.
4. The CITY will maintain an aggressive cross connection control program in accord with State and Federal Safe Drinking Water Acts and patterned after Pinellas County Code Division 3; Cross Connection Control, Section 126-231 thru Sec. 126-244. Should any contamination or possibility of contamination occur in CITY'S water system for which the CITY is responsible because of failure to have in place an ongoing cross connection control program, the CITY will be responsible for any damage to COUNTY'S water system from such failure to have in place an ongoing cross connection control program. Should any contamination or possibility of contamination occur in the CITY'S water system because of the CITY'S failure to properly operate or maintain its water system the CITY will be responsible for any damages to the COUNTY'S water system for such failure of the CITY to properly operate or maintain its water system. The

CITY shall immediately correct any cause of contamination to its water system and take all necessary precautions to ensure the protection of the COUNTY'S water supply and water system. The CITY shall, if possible, within thirty (30) minutes of the knowledge of contamination of the CITY water system, notify the Office of the Director of Pinellas County Utilities or their Successor. If the CITY does not provide an ongoing cross connection control program, the COUNTY may require the installation of backflow devices at the water connections at the CITY'S expense.

5. The quantity of water delivered to CITY shall be quantified by a measuring device of standard make and sufficient size, selected and maintained by COUNTY. The measuring device shall be equipped with an indicating and recording register and a transmitter for telemetering remote readout. In the event future relocation is required by either party, such party shall pay for all relocation costs. CITY shall pay a monthly service charge for the maintenance and replacement of the flow measuring device and backflow device.
6. The ownership of the flow measuring and backflow devices will remain with the COUNTY. The CITY will not change, alter, add to, or take away any part of any flow measuring or backflow device without prior approval of COUNTY. COUNTY will, at its expense, install and retain ownership of the telemetering line from the measuring device to the point of readout.
7. To assure accuracy, the flow-measuring devices shall be tested yearly with results delivered to CITY'S Director of Pinellas Park Utilities within 30



days of test. At other intervals of time, should any question arise as to the accuracy of any flow measuring device, CITY may require any or all of the flow measuring devices to be tested. Should the tests show the flow measuring device to be registering within an accuracy of two and one half (2-1/2) percent, CITY shall bear all the expense incurred in the testing. If the tests show the flow measuring device not to be registering within two and one half (2-1/2) percent accuracy, COUNTY will pay all the expense incurred in the testing and will repair the flow measuring device before the next billing cycle. For any meter found inaccurate, COUNTY will adjust the previous month's or months bills, as appropriate, to reflect the result of the test.

8. COUNTY agrees that the supply of water to be delivered hereunder shall be at all times continuous, except that temporary cessation of delivery of water at any time by an Act of God; fires, strikes; casualties; accidents; breakdowns of or injuries to machinery, pumps or pipelines; order of civil or military authority; insurrection; riot or any other cause beyond the control of COUNTY shall not constitute a breach of this Agreement on the part of COUNTY, and COUNTY shall not in such case be liable to CITY or its inhabitants for any damage resulting from an unavoidable cessation of delivery related to one of the causes stated in this paragraph.
9. It is recognized by both parties hereto that COUNTY supplies water to other municipalities on a wholesale basis, and also to many thousands of retail users, and it is agreed that at any time when the total demand for



water by all of the users, including CITY, exceeds the capacity of COUNTY'S water supply and distribution system, both wholesale and retail customers will receive equal priority for the supply of water; and in such event, the inability of the COUNTY to supply either the wholesale or retail customers' full requirements and needs shall not constitute a breach of this Agreement on the part of COUNTY. CITY agrees that should the Director of Pinellas County Utilities or their Successor declare an emergency to exist in the supply of water for COUNTY'S water system, the Director of Pinellas County Utilities or their Successor shall have the right and complete authority to allocate or pro-rate water supply to CITY based upon existing needs of the system, past and present demands on the system by CITY, and all other reasonable circumstances then existing at the time of the emergency.

10. In the event that COUNTY is unable to furnish the amount of water CITY needs to supply its service area, CITY shall be entitled to purchase water from other sources for such supply until such time as COUNTY can again furnish CITY'S water needs.
11. All water delivered under this Agreement shall conform to applicable State and Federal laws and regulations and the standards of the State of Florida Department of Health and the Florida Department of Environmental Protection.
12. COUNTY will bill CITY for water used on a monthly billing cycle. Each month the COUNTY will read and record the reading on the register of

each of the flow measuring devices and compute the volume of water that has been quantified by the measuring device during the billing cycle.

CITY will, within thirty (30) days from the receipt of the bill, make payment to COUNTY of the amount shown on the bill. Failure of CITY to pay when due any amounts billed under the terms of this Agreement shall constitute breach of this Agreement and COUNTY'S obligation to furnish water may then be voided at COUNTY'S option. If payment is not made within the time provided in Section 218.335, Florida Statutes, the CITY will pay to the COUNTY interest at the rate established by Section 55.03, Florida Statutes.

13. CITY will be billed for the water recorded by the flow measuring device at the wholesale rate established by the Board of County Commissioners. The wholesale rate will be based on a pro-rata share of revenue requirements of the COUNTY'S water system to include only those reasonable production and transmission costs that can be shown to be required for the supply of water to COUNTY water users. The rate and fees will become effective October 1 of the same fiscal year as the budget and may then be revised at any time by the Board as necessary to meet the revenue requirements of the COUNTY'S water system. However, revisions after October 1 which result in increased rates will not be effective until at least sixty (60) days after adoption by the County Commission. Adequate notice, of not less than thirty (30) days, will be given to CITY before any proposed rate increase is adopted. The

following factors shall be used in determining the municipal rate referred to herein:

- A. Operation, maintenance, renewal and administrative costs.
  - B. Payment obligations of annual principal and interest payments on COUNTY'S water system bonded indebtedness.
  - C. Collection of coverage or other reserves as required by Bond Resolutions and Ordinances.
  - D. Pro-rata share of the costs for construction and maintenance of the production and transmission facilities for the water system.
  - E. Payment of the cost of the water to COUNTY, should it be purchased from other agencies, plus other costs to COUNTY required to furnish water to CITY as described in A through D of this paragraph.
  - F. Peaking use rates.
14. On or before March 1 each year during the term of this Agreement, CITY will notify COUNTY on form provided by COUNTY of CITY'S projected requirement by the month for forthcoming year, together with a five (5) year projection of usage. This completed form shall be submitted to the County's Director of Utilities.
15. On, or before, March 1 of each year, the County and the City agree to meet to discuss performance related to the terms and conditions of this Agreement.
16. CITY will accept the potable water at the pressure in COUNTY'S transmission mains. Notwithstanding paragraph 8 above, COUNTY will



make every effort to maintain a minimum of 35 psi static pressure or greater at all points of delivery to CITY.

17. CITY will operate its system in such a manner so as to prevent peaking of flow rates that would place an unequal burden on COUNTY'S facilities and be out of proportion to other customers of COUNTY'S water system. Storage to accommodate peak flow demands will be included by CITY in the design and installation of the distribution system in CITY'S water service area. "Peaking" is recognized to be the rate of flow which computed daily exceeds a rate one and fifty-five hundredths (1.55) times the average gallons per day on a moving annual yearly average.
18. All parties agreed that the area described in Exhibit A herein will be the farthest extension of retail water service by CITY into COUNTY'S water service area, regardless of future annexation by CITY. Any encroachment by CITY beyond this service area boundary into COUNTY'S water service area, without written agreement from COUNTY, shall constitute breach of this Agreement and COUNTY'S obligation to furnish water beyond the established COUNTY service area boundary shall be void. It is the intent of both parties by adopting and observing this service area to avoid duplication of capital investment and maintenance costs and to render water service to the public as efficiently as possible. CITY recognizes the right of the Pinellas County Board of County Commissioners to designate water service areas for all municipalities in Pinellas County, and accordingly, CITY agrees not to extend any water line into COUNTY'S water service area

without approval of the Pinellas County Board of County Commissioners. In the event CITY shall wish to extend its water service area, CITY shall make appropriate application to the Pinellas County Board of County Commissioners for the passage of a resolution extending CITY'S service area as requested. CITY agrees to strictly abide by all decisions of the Board of County Commissioners in regard to applications or requests for extensions of the CITY water service area.

19. Nothing contained herein shall prevent the CITY from obtaining some or all of the water necessary to serve to its customers from any other source.
20. This Agreement shall be for a period of ten (10) years commencing on the date of execution by both parties and may, by mutual consent, be extended. This Agreement may be terminated by either party upon written notice, no less than one year prior to the date of requested termination.
21. Both parties represent that the execution of this Agreement has been approved by the governing bodies of both parties in accordance with law and that both parties have the legal authority to execute this Agreement.
22. This Agreement replaces and supersedes all previous Agreements between COUNTY and CITY regarding water service.
23. This Agreement may be amended or terminated upon the mutual agreement of both parties, in writing.

IN WITNESS WHEREOF, the parties herein to have caused this Agreement to be executed by their respective authorized officers and it shall be effective on the day and year first above written.

ATTEST:  
KEN BURKE, Clerk

By: *DeeLyn Leiro*  
Deputy Clerk



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

By: *Kathleen Peter*  
Chair

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: *Joseph A Morrissey*  
Office of the County Attorney  
Attorney

ATTEST:

By: *Jeff R. Cokone*  
City Clerk  
Date: *3/14/2024*

CITY OF PINELLAS PARK, FLORIDA

By: *Sheldon Anderson* 3/14/2024  
Mayor Date

By: *R. DeBorja* 3/14/23  
City Manager Date

APPROVED AS TO FORM AND  
CORRECTNESS:

By: *Franklin D. Howard* 3-16-24  
City Attorney Date



# SKETCH & DESCRIPTION

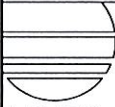
# Exhibit A

## LEGAL DESCRIPTION

Commence at the intersecting point of the West line of Section 30, Township 30 South, Range 16 East, Pinellas County, Florida and centerline of 74th Avenue North (Park Boulevard, S.R. 694); thence S89°43'53"E, along the centerline of said 74th Avenue North, a distance 1534.72 feet to the Point of Beginning, thence S89°43'53"E continuing along the centerline of said 74th Avenue North, a distance of 1317.80 feet to the centerline of 71st Street North (Belcher Road Extension), thence S00°39'58"E along the centerline of 71st Street North, a distance of 880.57 feet to the centerline of 71st Avenue North, thence S89°42'28"E along the centerline of 71st Avenue North, a distance of 2360.39 feet to a point 300 feet West of the West line of Section 29, Township 30 South, Range 16 East, thence S00°32'39"W along a line 300 feet West of the West line of said Section 29, said property to include only parcels of land adjacent to the West right of way of 66th Street North, a distance of 3084.72 feet, to the South line of the North 1/2 of Section 31, Township 30 South, Range 16 East, Pinellas County, Florida, thence S00°32'36"W along a line 300 feet West of the West line of said Section 32, said property to include only parcels of land adjacent to the West right of way of 66th Street North, a distance of 1324.97 feet, to the South line of the North 1/2 of the Southeast 1/4 of Section 31, Township 30 South, Range 16 East, Pinellas County, Florida, said South line also being the centerline of 58th Avenue North, thence along said South line the following 4 courses: 1)S89°47'01"E, 2920.16 feet; 2)S89°47'08"E, 2611.15 feet; 3)S89°49'57"E, 2688.13 feet; 4)S89°56'14"E, 1011.88 feet; thence N00°32'29"E along a line 300 feet West of the centerline of 49th Street North, a distance of 1319.70 feet to the intersection of the centerline of 62nd Avenue North and the centerline of Atlantic Coast Line Railroad, said property to exclude only parcels of land adjacent to the west right of way of 49th Street North; thence S89°56'12"E along the centerline of 62nd Avenue North, a distance of 300.00 feet to the centerline of 49th Street North, thence S00°27'14"W along the centerline of 49th Street North, a distance of 273.28 feet to the easterly right of way line of the Atlantic Coast Line Railroad (Seaboard System), thence S44°38'28"E along the Easterly right of way line of the Seaboard System Railroad, a distance of 1472.52 feet to the centerline of 58th Avenue North, thence S89°56'14"E along the centerline of 58th Avenue North, a distance of 133.87 feet to the West line of property recorded in Official Records Book 4422, Page 1305, Pinellas County, Florida, thence N00°10'20"E along said West line of said property, a distance of 260.00 feet, thence S89°55'11"E, a distance of 132.00 feet to the East line of Section 33, Township 30 South, Range 16 East, thence N0°04'20"E along said line, a distance of 10.00 feet to the centerline of 59th Avenue North, thence S89°44'43"E along the centerline of the 59th Avenue North right of way, a distance of 989.60 feet to the East line of Highland Groves Subdivision, thence S00°15'17"W along said East line, a distance of 270.06 feet to the centerline of 58th Avenue North, thence S89°45'02"E along said centerline, a distance of 332.57 feet to the centerline of 43rd Street North, thence N00°07'19"E along the centerline of 43rd Street North, a distance of 644.40 feet to the centerline of 60th Avenue North, thence S89°51'11"E along the extension of the centerline of 60th Avenue North, a distance of 3643.61 feet to a point 300 feet West of the East line of Section 34, Township 30 South, Range 16 East, Pinellas County, Florida, said line also being the centerline of 34th Street North, thence proceed N00°15'21"W along a line 300 feet west of and parallel to the East line of said Section 34, a distance of 672.33 feet to the centerline of 62nd Avenue North, said property to exclude only parcels of land adjacent to the west right of way of 34th Street North; thence S89°46'55"E along the centerline of 62nd Avenue North, a distance of 300.00 feet to the East line of said Section 34, thence N00°02'46"W along said East line, a distance of 1650.46 feet to the centerline of Ditch #3, Pinellas Park Water Management District, thence N89°13'14"E along said Ditch #3, a distance of 628.83 feet, thence N14°30'55"E along said Ditch #3, a distance of 269.35 feet, thence N31°01'29"E along Ditch #3, a distance of 245.93 feet, to its intersection with the west property line of Lot 40, E.C. Baughman's Gardens Subdivision as recorded in Plat Book 25, Page 18, Public Records of Pinellas County, Florida, thence N00°02'35"W along said property line, across a 16 foot alley and continuing north along the west property line of Lot 73, a distance of 511.89 feet to the North line of Section 35 also being the centerline of 70th Avenue, thence S89°46'47"E along said North line, a distance of 415.43 feet to the centerline of the Florida Power Northeast - Fortieth 115 KV Transmission line, thence N11°20'00"W along said centerline, a distance of 1351.49 feet to the South line of the North 1/2 of the Southwest 1/4 of Section 26, Township 30 South, Range 16 East, Pinellas County, Florida said line also being the centerline of 74th Avenue North, thence S89°49'38"E along said South line, a distance of 1688.74 feet to the East line of the Southwest 1/4 of said Section 26, thence S89°58'06"E continuing along said South line, a distance of 2393.05 feet to the West right of way of Interstate Highway I-275, thence along said West right of way line following 3 courses: 1) 381.27 feet along a curve to the left with a radius of 5579.58 feet and a central angle of 03°54'55", having a chord bearing of N00°58'11"E and a chord distance of 381.20;

LEGAL DESCRIPTION (CONTINUED ON SHEET 2)

PINELLAS PARK POTABLE  
WATER BOUNDARY  
PROJECT NO.22043



**SUNCOAST LAND SURVEYING, INC.**  
111 FOREST LAKES BOULEVARD  
OLDSMAR, FLORIDA 34677  
BOUNDARY - TOPOGRAPHIC - CONSTRUCTION STAKEOUT  
PH: (813) 854-1342 SLSURVEY@TAMPABAY.RR.COM

LB 4513

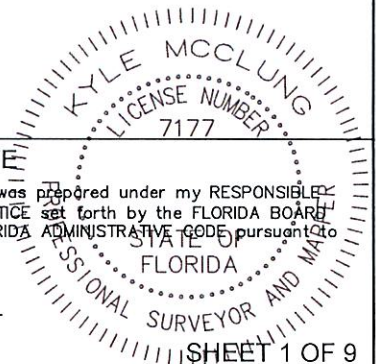
## SURVEYOR'S CERTIFICATE

I hereby certify that the SKETCH AND DESCRIPTION depicted hereon was prepared under my RESPONSIBLE CHARGE on the date(s) shown, and meets the STANDARDS OF PRACTICE set forth by the FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS in Chapter 5J-17, FLORIDA ADMINISTRATIVE CODE pursuant to Section 472.027, FLORIDA STATUTES.

*Kyle McClung*  
KYLE MCCLUNG  
LS 7177

8/3/22

DATE





# SKETCH & DESCRIPTION

## LEGAL DESCRIPTION (CONTINUED FROM SHEET 1)

2) N00°59'33"W, 940.62 feet; 3) N00°55'27"W, 1952.87 feet; thence S89°27'00"W, a distance of 24.92 feet; thence along said West right of way line following 2 courses: 1) N00°04'40"E, 200.00 feet; 2) N55°40'15"W, 889.09 feet to the South right of way line of Gandy Boulevard, thence N89°54'08"W along said South right of way line, a distance of 361.46 feet, thence continue along said South right of way S60°12'46"W, a distance of 1498.68 feet to the Southerly extension of the West right of way line of 28th Street North, thence along said extension of the West right of way line the following courses: 1) N00°06'10"E, 746.80 feet; 2) N00°05'13"E, 5296.35 feet; 3) N00°14'45"E, 5271.47 feet; 4) N00°02'35"W, 1185.75 feet; 5) 744.19 feet along a curve to the right with a radius of 1075.00 feet and a central angle of 39°39'51", having a chord bearing of N19°53'40"E and a chord distance of 729.42 feet; 6) N39°43'36"E, 556.87 feet to the centerline of 125th Avenue North (Scherer Drive); thence S89°43'32"W along the centerline of 125th Avenue North, a distance of 1572.83 feet to the projected East property line recorded in Official Records Book 16284, Page 638 and Official Records Book 13007, Page 1761, Pinellas County, Florida; thence S00°21'15"E along said East property line, a distance of 333.58 feet to the South property line recorded in Official Records Book 13007, Page 1761; thence N 89°55'19"W, along said South line, a distance of 150.00 feet to the East boundary of Retention Area, Roosevelt Commerce Center as recorded in Plat Book 90, Page 2, Public Records of Pinellas County, Florida, located in the Southeast 1/4 of Section 11, Township 30 South, Range 16 East, Pinellas County Florida; thence N00°05'52"W, along said East line, a distance of 332.66 feet to the centerline of 125th Avenue North; thence S89°43'32"W along said centerline, a distance of 1455.31 feet to the East line of Section 10, Township 30 South, Range 16 East, Pinellas County, Florida, said East line also being the centerline of 34th Street North (C.R. 265); thence N00°07'51"W along said centerline, a distance of 352.86 feet to the centerline of 126th Avenue North, thence N89°42'12"W along the centerline of 126th Avenue North, a distance of 578.07 feet; thence N00°07'28"E, a distance of 214.94 feet; thence N89°42'14"W, a distance of 80.00 feet; thence N00°07'29"E, along the East line of Lot 13 in the Northeast 1/4 of Section 10, Township 30 South, Range 16 East, Pinellas Groves, recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, a distance of 1107.18 feet to the Northeast corner of said Lot 13; thence N89°47'28"W, along the North line of Lots 10, 11, 12, & 13, in the Northeast 1/4 of Section 10, Township 30 South, Range 16 East, Pinellas Groves, recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, a distance of 1327.40 feet; thence S00°01'14"E, along the West line of Lot 10, in the Northeast 1/4 of Section 10, Township 30 South, Range 16 East, Pinellas Groves, recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, a distance of 1320.09 feet to the centerline of 126th Avenue; thence N89°42'12"W, along said line, a distance of 3331.92 feet to the West line of Section 11, Township 30 South, Range 16 East, thence N89°57'22"W along said centerline, a distance of 1958.47 feet to the intersection of the Southerly extension of the West line of Lot 10, Pinellas Groves Subdivision as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, located in the Northeast 1/4 of Section 9, Township 30 South, Range 16 East, Pinellas County, Florida; thence N00°00'00"E along the West line of said Lot 10, a distance of 1315.64 feet to the Northwest corner of said Lot 10, thence N89°57'21"W, a distance of 655.75 feet, thence N89°51'09"W, a distance of 2431.91 feet to the centerline of Cross Bayou Canal, thence along said centerline of Cross Bayou Canal the following three (3) courses: 1) S16°48'03"W, a distance of 2065.97 feet; 2) S27°43'01"W, a distance of 882.50 feet; 3) S29°05'35"W, a distance of 397.95 feet; thence S0°04'07"E, a distance of 72.94 feet; thence S39°44'18"W, a distance of 515.71 feet; thence N0°02'39"W, a distance of 941.67 feet to the North line of the South 1/4 of Section 8, Township 30 South, Range 16 East, Pinellas County, Florida, thence N89°50' 42"W along said North line, a distance of 1318.84 feet to the extension of the centerline of 62nd Street N; thence N00°04'08"W, along said centerline, a distance of 660.55 feet to the extension of the North line of said Lot 16, Pinellas Groves Subdivision as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida; thence N89°49'05"W, along the said North line of Lot 16 and the North line of that part of Lot 2 as described in Official Records Book 21238, Page 730, Pinellas County, Florida, a distance of 1004.06 feet to the West line of of the parcel described in said Official Records Book; thence S00°02'01"W, along the West line of Lot 2, Pinellas Groves Subdivision as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, a distance of 661.00 feet to the North line of the South 1/4 of Section 8, Township 30 South, Range 18 East, Pinellas County, Florida; thence N89°50'53"W, along said North section line, a distance of 670.16 feet to the Northerly extension of the East line of Lot 13 and North 1/2 of Lot 14, Pinellas Groves Subdivision as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, located in the Southwest 1/4 of Section 8, Township 30 South, Range 16 East, Pinellas County, Florida; thence S00°05'50"W, along said East line, a distance of 1273.43 feet to the South property line described in Official Records Book 15247, Page 1342, Pinellas County, Florida;

## LEGAL DESCRIPTION (CONTINUED ON SHEET 3)

PINELLAS PARK POTABLE  
WATER BOUNDARY  
PROJECT NO.22043



**SUNCOAST LAND SURVEYING, INC.**

111 FOREST LAKES BOULEVARD  
OLDSMAR, FLORIDA 34677

LB 4513

BOUNDARY - TOPOGRAPHIC - CONSTRUCTION STAKEOUT  
PH: (813) 854-1342 SLSURVEY@TAMPABAY.RR.COM





# SKETCH & DESCRIPTION

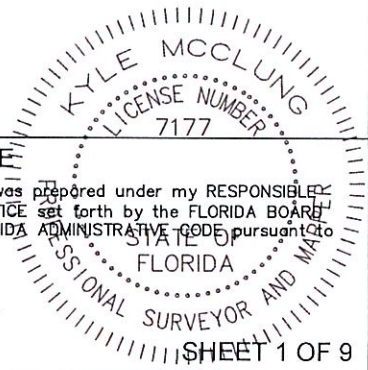
## Exhibit A

### LEGAL DESCRIPTION

Commence at the intersecting point of the West line of Section 30, Township 30 South, Range 16 East, Pinellas County, Florida and centerline of 74th Avenue North (Park Boulevard, S.R. 694); thence S89°43'53"E, along the centerline of said 74th Avenue North, a distance 1534.72 feet to the Point of Beginning, thence S89°43'53"E continuing along the centerline of said 74th Avenue North, a distance of 1317.80 feet to the centerline of 71st Street North (Belcher Road Extension), thence S00°39'58"E along the centerline of 71st Street North, a distance of 880.57 feet to the centerline of 71st Avenue North, thence S89°42'28"E along the centerline of 71st Avenue North, a distance of 2360.39 feet to a point 300 feet West of the West line of Section 29, Township 30 South, Range 16 East, thence S00°32'39"W along a line 300 feet West of the West line of said Section 29, said property to include only parcels of land adjacent to the West right of way of 66th Street North, a distance of 3084.72 feet, to the South line of the North 1/2 of Section 31, Township 30 South, Range 16 East, Pinellas County, Florida, thence S00°32'36"W along a line 300 feet West of the West line of said Section 32, said property to include only parcels of land adjacent to the West right of way of 66th Street North, a distance of 1324.97 feet, to the South line of the North 1/2 of the Southeast 1/4 of Section 31, Township 30 South, Range 16 East, Pinellas County, Florida, said South line also being the centerline of 58th Avenue North, thence along said South line the following 4 courses: 1)S89°47'01"E, 2920.16 feet; 2)S89°47'08"E, 2611.15 feet; 3)S89°49'57"E, 2688.13 feet; 4)S89°56'14"E, 1011.88 feet; thence N00°32'29"E along a line 300 feet West of the centerline of 49th Street North, a distance of 1319.70 feet to the intersection of the centerline of 62nd Avenue North and the centerline of Atlantic Coast Line Railroad, said property to exclude only parcels of land adjacent to the west right of way of 49th Street North; thence S89°56'12"E along the centerline of 62nd Avenue North, a distance of 300.00 feet to the centerline of 49th Street North, thence S00°27'14"W along the centerline of 49th Street North, a distance of 273.28 feet to the easterly right of way line of the Atlantic Coast Line Railroad (Seaboard System), thence S44°38'28"E along the Easterly right of way line of the Seaboard System Railroad, a distance of 1472.52 feet to the centerline of 58th Avenue North, thence S89°56'14"E along the centerline of 58th Avenue North, a distance of 133.87 feet to the West line of property recorded in Official Records Book 4422, Page 1305, Pinellas County, Florida, thence N00°10'20"E along said West line of said property, a distance of 260.00 feet, thence S89°55'11"E, a distance of 132.00 feet to the East line of Section 33, Township 30 South, Range 16 East, thence N0°04'20"E along said line, a distance of 10.00 feet to the centerline of 59th Avenue North, thence S89°44'43"E along the centerline of the 59th Avenue North right of way, a distance of 989.60 feet to the East line of Highland Groves Subdivision, thence S00°15'17"W along said East line, a distance of 270.06 feet to the centerline of 58th Avenue North, thence S89°45'02"E along said centerline, a distance of 332.57 feet to the centerline of 43rd Street North, thence N00°07'19"E along the centerline of 43rd Street North, a distance of 644.40 feet to the centerline of 60th Avenue North, thence S89°51'11"E along the extension of the centerline of 60th Avenue North, a distance of 3643.61 feet to a point 300 feet West of the East line of Section 34, Township 30 South, Range 16 East, Pinellas County, Florida, said line also being the centerline of 34th Street North, thence proceed N00°15'21"W along a line 300 feet west of and parallel to the East line of said Section 34, a distance of 672.33 feet to the centerline of 62nd Avenue North, said property to exclude only parcels of land adjacent to the west right of way of 34th Street North; thence S89°46'55"E along the centerline of 62nd Avenue North, a distance of 300.00 feet to the East line of said Section 34, thence N00°02'46"W along said East line, a distance of 1650.46 feet to the centerline of Ditch #3, Pinellas Park Water Management District, thence N89°13'14"E along said Ditch #3, a distance of 628.83 feet, thence N14°30'55"E along said Ditch #3, a distance of 269.35 feet, thence N31°01'29"E along Ditch #3, a distance of 245.93 feet, to its intersection with the west property line of Lot 40, E.C. Baughman's Gardens Subdivision as recorded in Plat Book 25, Page 18, Public Records of Pinellas County, Florida, thence N00°02'35"W along said property line, across a 16 foot alley and continuing north along the west property line of Lot 73, a distance of 511.89 feet to the North line of Section 35 also being the centerline of 70th Avenue, thence S89°46'47"E along said North line, a distance of 415.43 feet to the centerline of the Florida Power Northeast - Fortieth 115 KV Transmission line, thence N11°20'00"W along said centerline, a distance of 1351.49 feet to the South line of the North 1/2 of the Southwest 1/4 of Section 26, Township 30 South, Range 16 East, Pinellas County, Florida said line also being the centerline of 74th Avenue North, thence S89°49'38"E along said South line, a distance of 1688.74 feet to the East line of the Southwest 1/4 of said Section 26, thence S89°58'06"E continuing along said South line, a distance of 2393.05 feet to the West right of way of Interstate Highway I-275, thence along said West right of way line following 3 courses: 1) 381.27 feet along a curve to the left with a radius of 5579.58 feet and a central angle of 03°54'55", having a chord bearing of N00°58'11"E and a chord distance of 381.20;

LEGAL DESCRIPTION (CONTINUED ON SHEET 2)

|   |   |
|---|---|
| <b>PINELLAS PARK POTABLE WATER BOUNDARY PROJECT NO.22043</b>  | <b>SURVEYOR'S CERTIFICATE</b>   |
|  <b>SUNCOAST LAND SURVEYING, INC.</b><br>111 FOREST LAKES BOULEVARD<br>OLDSMAR, FLORIDA 34677<br>BOUNDARY - TOPOGRAPHIC - CONSTRUCTION STAKEOUT<br>PH: (813) 854-1342 SLSURVEY@TAMPABAY.FLORIDA.GOV | I hereby certify that the SKETCH AND DESCRIPTION depicted hereon was prepared under my RESPONSIBLE CHARGE on the date(s) shown, and meets the STANDARDS OF PRACTICE set forth by the FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS in Chapter 5J-17, FLORIDA ADMINISTRATIVE CODE pursuant to Section 472.027, FLORIDA STATUTES.<br><br><br>KYLE McCLUNG<br>LS 7177 |
| <b>LB 4513</b>  | 8/3/22<br>DATE  |





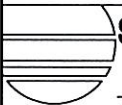
# SKETCH & DESCRIPTION

LEGAL DESCRIPTION (CONTINUED FROM SHEET 1)

2) N00°59'33"W, 940.62 feet; 3) N00°55'27"W, 1952.87 feet; thence S89°27'00"W, a distance of 24.92 feet; thence along said West right of way line following 2 courses: 1) N00°04'40"E, 200.00 feet; 2) N55°40'15"W, 889.09 feet to the South right of way line of Gandy Boulevard, thence N89°54'08"W along said South right of way line, a distance of 361.46 feet, thence continue along said South right of way S60°12'46"W, a distance of 1498.68 feet to the Southerly extension of the West right of way line of 28th Street North, thence along said extension of the West right of way line the following courses: 1) N00°06'10"E, 746.80 feet; 2) N00°05'13"E, 5296.35 feet; 3) N00°14'45"E, 5271.47 feet; 4) N00°02'35"W, 1185.75 feet; 5) 744.19 feet along a curve to the right with a radius of 1075.00 feet and a central angle of 39°39'51", having a chord bearing of N19°53'40"E and a chord distance of 729.42 feet; 6) N39°43'36"E, 556.87 feet to the centerline of 125th Avenue North (Scherer Drive); thence S89°43'32"W along the centerline of 125th Avenue North, a distance of 1572.83 feet to the projected East property line recorded in Official Records Book 16284, Page 638 and Official Records Book 13007, Page 1761, Pinellas County, Florida; thence S00°21'15"E along said East property line, a distance of 333.58 feet to the South property line recorded in Official Records Book 13007, Page 1761; thence N 89°55'19"W, along said South line, a distance of 150.00 feet to the East boundary of Retention Area, Roosevelt Commerce Center as recorded in Plat Book 90, Page 2, Public Records of Pinellas County, Florida, located in the Southeast 1/4 of Section 11, Township 30 South, Range 16 East, Pinellas County Florida; thence N00°05'52"W, along said East line, a distance of 332.66 feet to the centerline of 125th Avenue North; thence S89°43'32"W along said centerline, a distance of 1455.31 feet to the East line of Section 10, Township 30 South, Range 16 East, Pinellas County, Florida, said East line also being the centerline of 34th Street North (C.R. 265); thence N00°07'51"W along said centerline, a distance of 352.86 feet to the centerline of 126th Avenue North, thence N89°42'12"W along the centerline of 126th Avenue North, a distance of 578.07 feet; thence N00°07'28"E, a distance of 214.94 feet; thence N89°42'14"W, a distance of 80.00 feet; thence N00°07'29"E, along the East line of Lot 13 in the Northeast 1/4 of Section 10, Township 30 South, Range 16 East, Pinellas Groves, recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, a distance of 1107.18 feet to the Northeast corner of said Lot 13; thence N89°47'28"W, along the North line of Lots 10, 11, 12, & 13, in the Northeast 1/4 of Section 10, Township 30 South, Range 16 East, Pinellas Groves, recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, a distance of 1327.40 feet; thence S00°01'14"E, along the West line of Lot 10, in the Northeast 1/4 of Section 10, Township 30 South, Range 16 East, Pinellas Groves, recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, a distance of 1320.09 feet to the centerline of 126th Avenue; thence N89°42'12"W, along said line, a distance of 3331.92 feet to the West line of Section 11, Township 30 South, Range 16 East, thence N89°57'22"W along said centerline, a distance of 1958.47 feet to the intersection of the Southerly extension of the West line of Lot 10, Pinellas Groves Subdivision as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, located in the Northeast 1/4 of Section 9, Township 30 South, Range 16 East, Pinellas County, Florida; thence N00°00'00"E along the West line of said Lot 10, a distance of 1315.64 feet to the Northwest corner of said Lot 10, thence N89°57'21"W, a distance of 655.75 feet, thence N89°51'09"W, a distance of 2431.91 feet to the centerline of Cross Bayou Canal, thence along said centerline of Cross Bayou Canal the following three (3) courses: 1) S16°48'03"W, a distance of 2065.97 feet; 2) S27°43'01"W, a distance of 882.50 feet; 3) S29°05'35"W, a distance of 397.95 feet; thence S0°04'07"E, a distance of 72.94 feet; thence S39°44'18"W, a distance of 515.71 feet; thence N0°02'39"W, a distance of 941.67 feet to the North line of the South 1/4 of Section 8, Township 30 South, Range 16 East, Pinellas County, Florida, thence N89°50' 42"W along said North line, a distance of 1318.84 feet to the extension of the centerline of 62nd Street N; thence N00°04'08"W, along said centerline, a distance of 660.55 feet to the extension of the North line of said Lot 16, Pinellas Groves Subdivision as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida; thence N89°49'05"W, along the said North line of Lot 16 and the North line of that part of Lot 2 as described in Official Records Book 21238, Page 730, Pinellas County, Florida, a distance of 1004.06 feet to the West line of of the parcel described in said Official Records Book; thence S00°02'01"W, along the West line of Lot 2, Pinellas Groves Subdivision as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, a distance of 661.00 feet to the North line of the South 1/4 of Section 8, Township 30 South, Range 18 East, Pinellas County, Florida; thence N89°50'53"W, along said North section line, a distance of 670.16 feet to the Northerly extension of the East line of Lot 13 and North 1/2 of Lot 14, Pinellas Groves Subdivision as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, located in the Southwest 1/4 of Section 8, Township 30 South, Range 16 East, Pinellas County, Florida; thence S00°05'50"W, along said East line, a distance of 1273.43 feet to the South property line described in Official Records Book 15247, Page 1342, Pinellas County, Florida;

LEGAL DESCRIPTION (CONTINUED ON SHEET 3)

PINELLAS PARK POTABLE  
WATER BOUNDARY  
PROJECT NO.22043



**SUNCOAST LAND SURVEYING, INC.**

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LB 4513

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# SKETCH & DESCRIPTION

## LEGAL DESCRIPTION (CONTINUED FROM SHEET 2)

thence N89°55'00"W, along said South line, a distance of 1007.61 feet to the West line of Section 8, Township 30 South, Range 16 East, Pinellas County, Florida; thence N00°11'45"E, along said West section line, a distance of 1274.73 feet to the North line of the South 1/4 of Section 7, Township 30 South, Range 16 East, Pinellas County Florida; thence N87°33'38"W, a distance of 1308.70 feet to the East line of Pinebrook Estates, Unit I, as recorded in Plat Book 76, Pages 33 - 36, Public Records of Pinellas County, Florida, thence N00°03'55"W along the East line of said Pinebrook Estates Unit 1, a distance of 1327.80 feet to the North line of the South 1/2 of Section 7, Township 30 South, Range 16 East, Pinellas County, Florida, said North line also being the North line of Pinebrook Estates Unit 1; thence N87°25' 34"W, a distance of 1314.91 feet to the West line of the Southeast 1/4 of Section 7, thence S0°19'34"E along said West line, said West line also being the West line of Pinebrook Estates Unit 2 as recorded in Plat Book 77, Pages 11 - 14, Public Records of Pinellas County, Florida, a distance of 1331.16 feet to the North line of the South 1/4 of Section 7, Township 30 South, Range 16 East, Pinellas County, Florida, thence N87°31'40"W, a distance of 2785.58 feet to the West line of Section 7, Township 30 South, Range 16 East, Pinellas County, Florida, said West line also being the centerline of Belcher Road, thence S00°01'15"E along said West line, a distance of 1335.72 feet to the North line of the Northwest 1/4 of Section 18, Township 30 South, Range 16 East, thence continue along said West line S00°17'57"E, a distance of 2673.14 feet to the South line of the Northwest 1/4 of said Section 18, said South line also being the centerline of Bryan Dairy Road, thence continue S00°09'17"W along the centerline of Belcher Road, a distance of 268.69 feet, thence N89°46' 03"W, a distance of 371.90 feet, thence S00°13'57"W, along the West line of Lots 1 & 2 of Bryan Dairy West Corporate Center as recorded in Plat Book 144, Page 72, Public Records of Pinellas County, Florida, a distance of 286.95 feet, thence N89°56'03"W, and the South line of said Lots 1 & 2, a distance of 426.36 feet to the Easterly right of way line of the Atlantic Coast Line Railroad right of way, thence S44°25'25"E along the Easterly right of way line of said railroad, a distance of 4841.13 feet to the centerline of the Cross Bayou Canal, thence S56°15'06"W along said canal centerline, a distance of 1249.54 feet, thence S37°15'29"W along said centerline, a distance of 1465.37 feet, thence S31°11'32"W along said centerline, a distance of 1351.29 feet to the West line of Sections 19, Township 30 South, Range 16 East, Pinellas County, Florida, thence S31°48'55"W, along the centerline of the Cross Bayou Canal, a distance of 1945.13 feet to a point; thence S88°51'24"E, a distance of 1015.59 feet to a point on the West line of Section 30, Township 30 South, Range 16 East, Pinellas County, Florida; thence S00°16'40"W, along said West line of Section 30, a distance of 2024.91 feet to the North line of the Southwest 1/4 of said Section 30, thence S00°08'42"W along the West line of said Section 30, a distance of 881.39 feet to the intersection point the Westerly extension of the centerline of 75th Avenue North; thence S89°43'47"E, along said centerline of 75th Avenue North, a distance of 370.66 feet to the intersection of the centerline of 77th Street North; thence N00°27'28"W, along said centerline of 77th Street North, a distance of 439.88 feet to the intersection of the South property line of the parcel recorded in Official Records Book 22246, Page 1527, Pinellas County, Florida; thence S89°44'56"E, along said South line, a distance of 386.20 feet to the intersection of the centerline of 76th Street North; thence S00°27'49"E, along said centerline of 76th Street North, a distance of 439.86 feet to the intersection of the Westerly extension of the South Lot lines of Lots 14 and 15, Oak Park, recorded in Plat Book 125, Page 3, Public Records of Pinellas County, Florida; thence S89°45'21"E, along said South boundary line, a distance of 385.70 feet to the centerline of 75th Street North; thence N00°33'34"W, along said centerline of 75th Street North, a distance of 440.07 feet to the South property line of Lots 1-7, Oak Park, recorded in Plat Book 125, Page 3, Records of Pinellas County, Florida; thence S89°41'57"E, along said South boundary lines, a distance of 386.24 feet to the centerline of 74th Street North; thence S00°35'24"E, along said centerline of 75th Street North, a distance of 879.97 feet to the intersecting point of the centerline of 74th Avenue North (Park Boulevard), said intersecting point also being the Point of Beginning.

PINELLAS PARK POTABLE  
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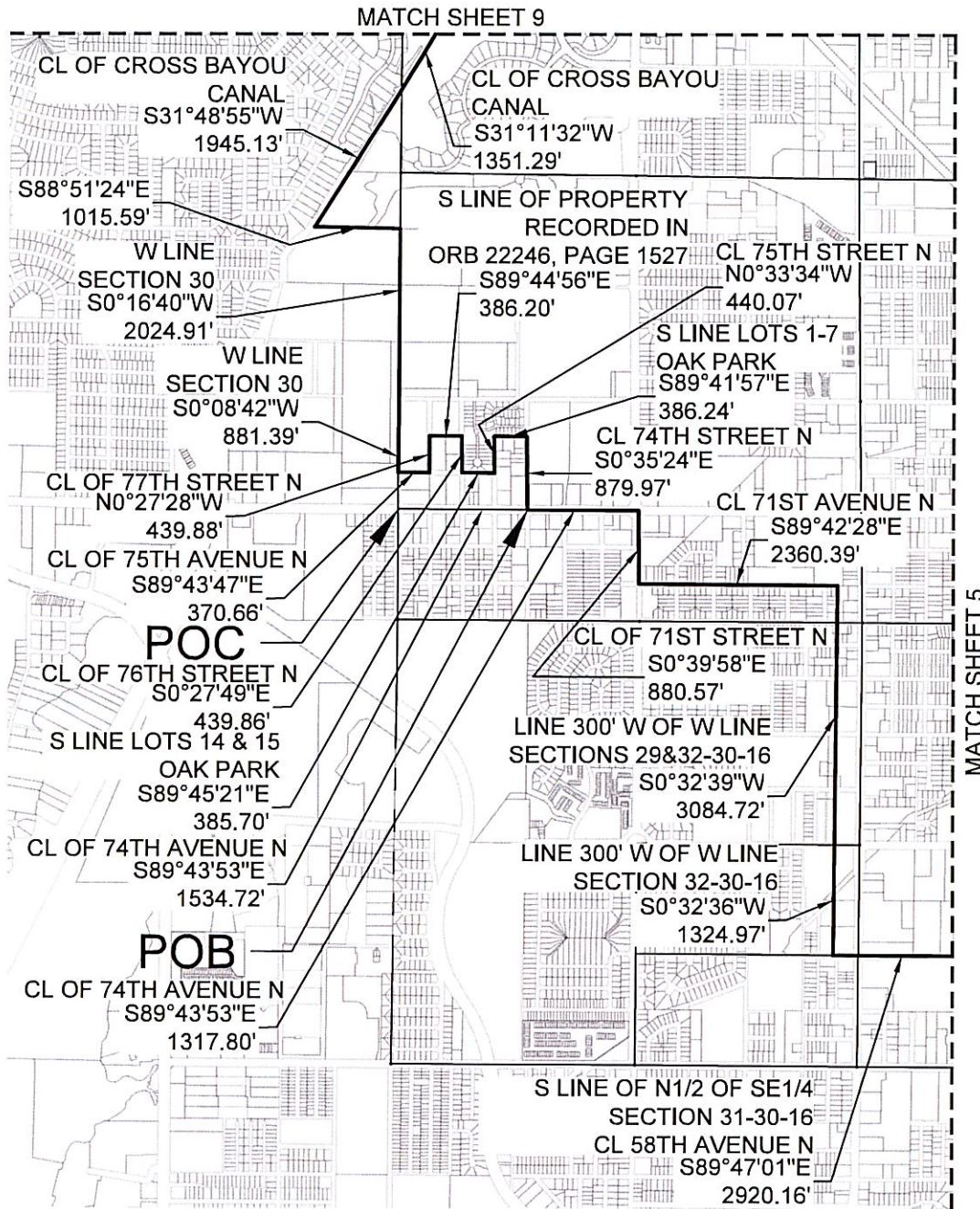
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SHEET 3 OF 9



# SKETCH & DESCRIPTION

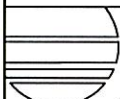


SCALE: 1"=2000'

PINELLAS PARK POTABLE  
WATER BOUNDARY  
PROJECT NO.22043

## LEGEND

- ORB OFFICIAL RECORDS BOOK
- R/W RIGHT OF WAY
- CL CENTER LINE
- POB POINT OF BEGINNING



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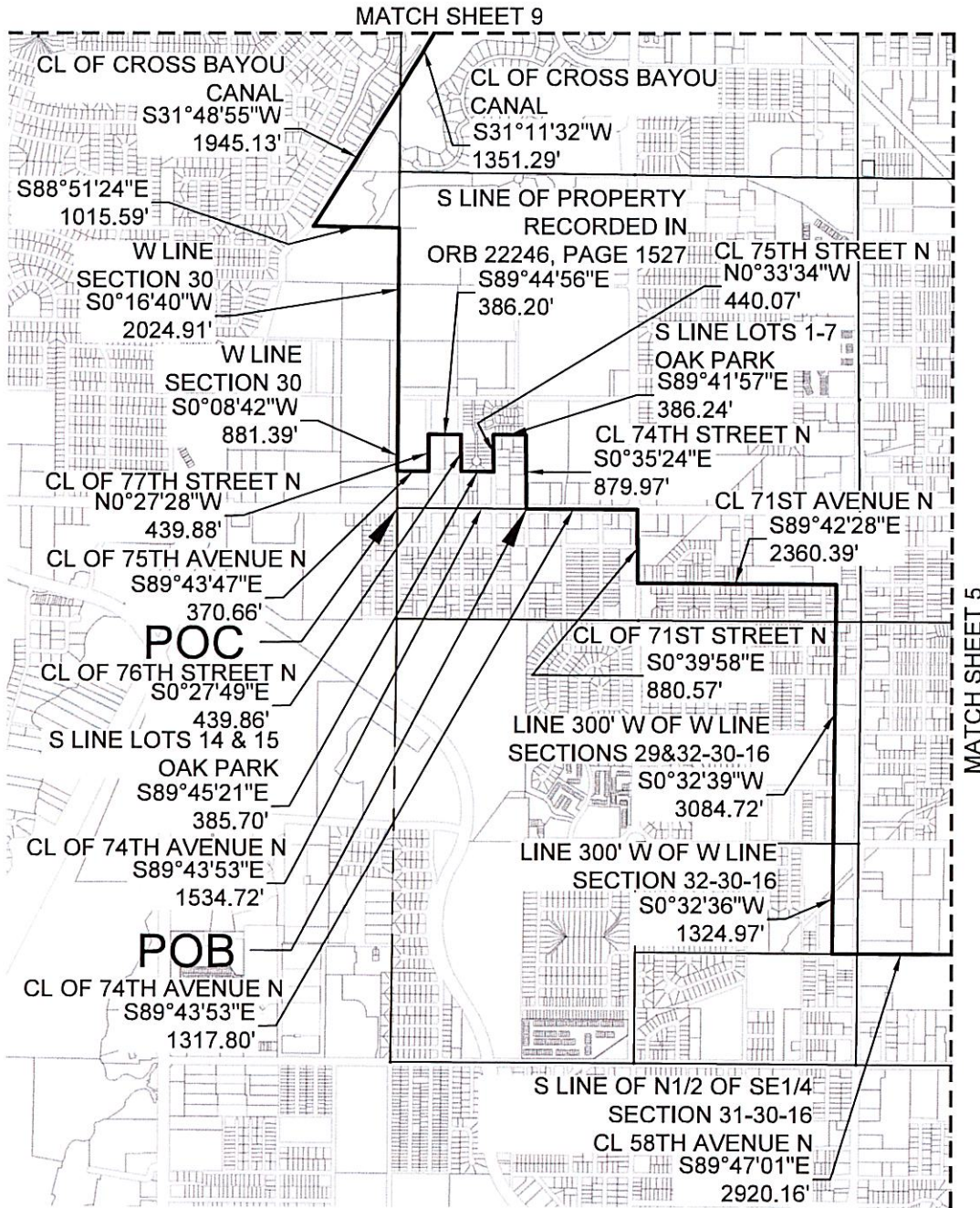
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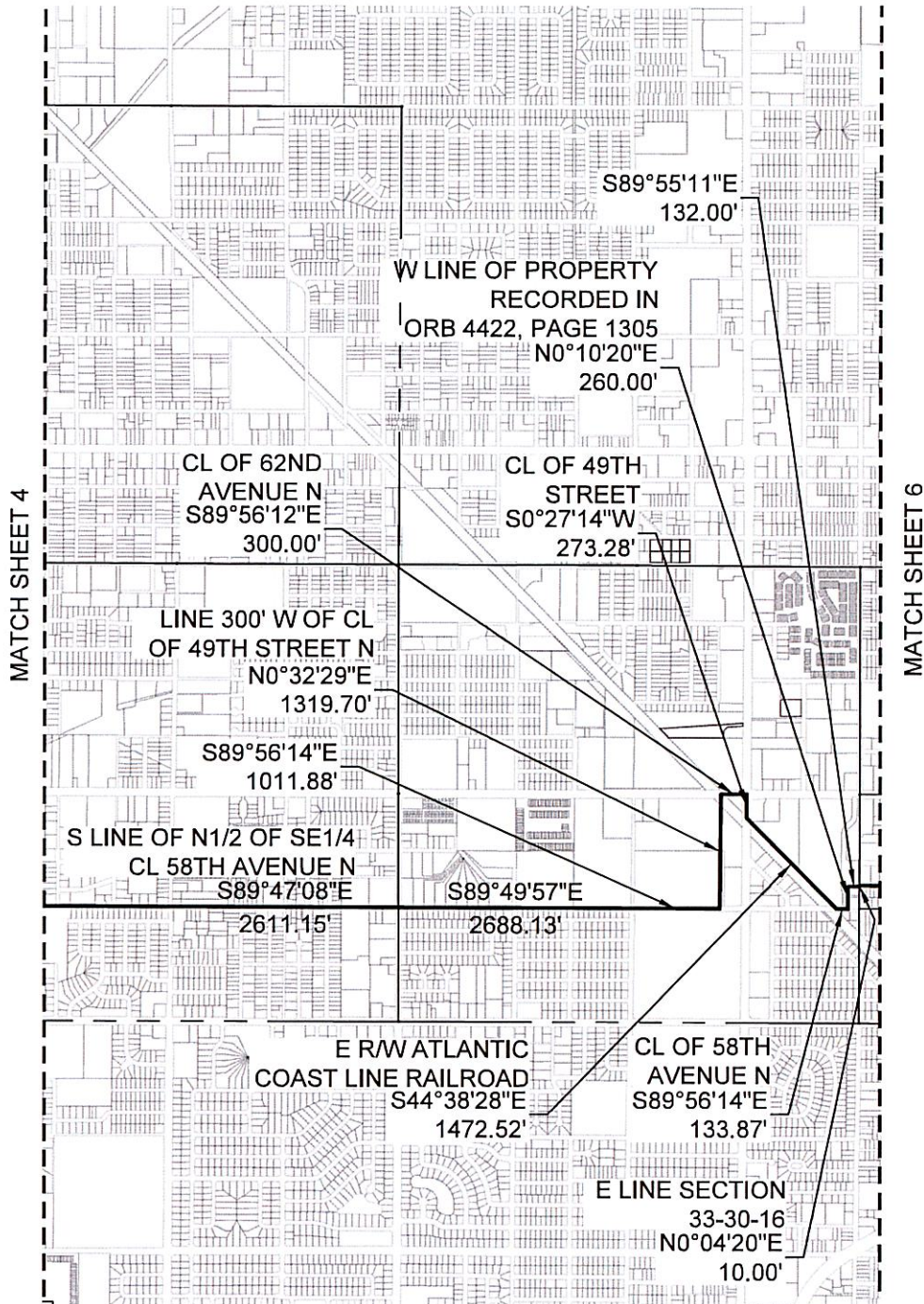
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### LEGEND

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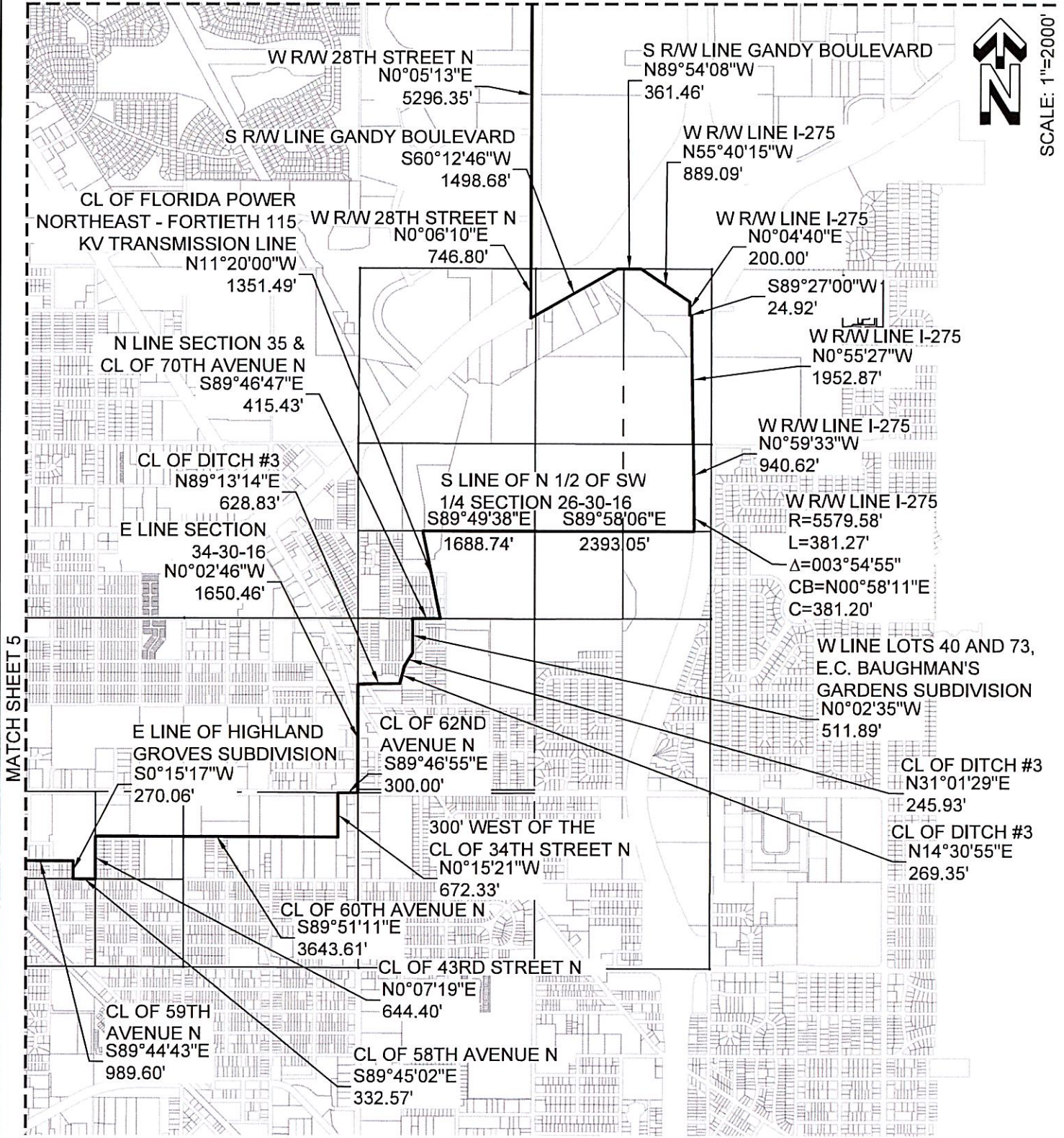
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# SKETCH & DESCRIPTION

MATCH SHEET 7



SCALE: 1"=2000'

MATCH SHEET 5

PINELLAS PARK POTABLE  
WATER BOUNDARY  
PROJECT NO.22043



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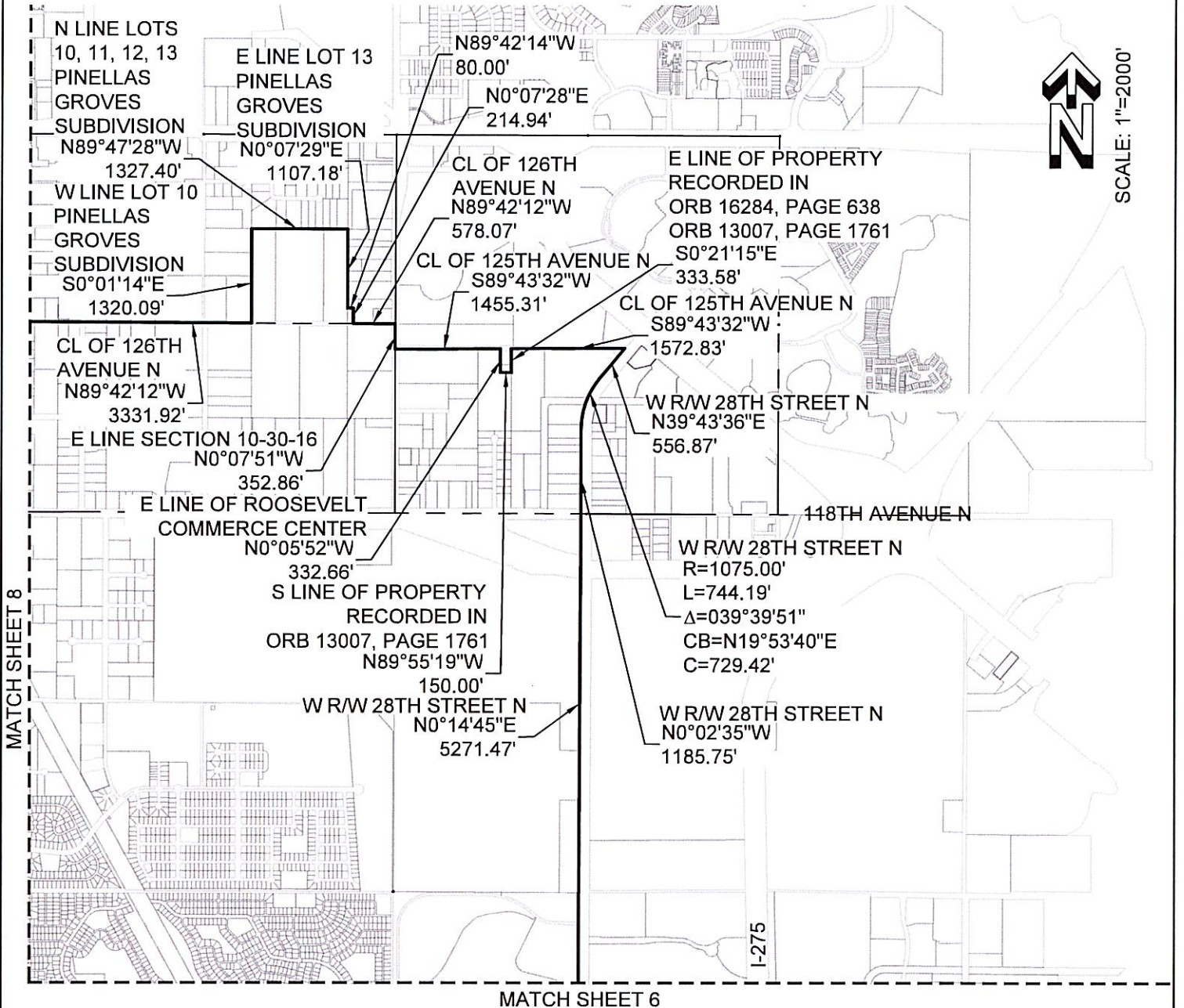
## LEGEND

ORB OFFICIAL RECORDS BOOK  
R/W RIGHT OF WAY  
CL CENTER LINE  
POB POINT OF BEGINNING

R RADIUS  
L LENGTH  
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CB CHORD BEARING  
C CHORD



# SKETCH & DESCRIPTION



PINELLAS PARK POTABLE WATER BOUNDARY PROJECT NO.22043



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 OLDSMAR, FLORIDA 34677

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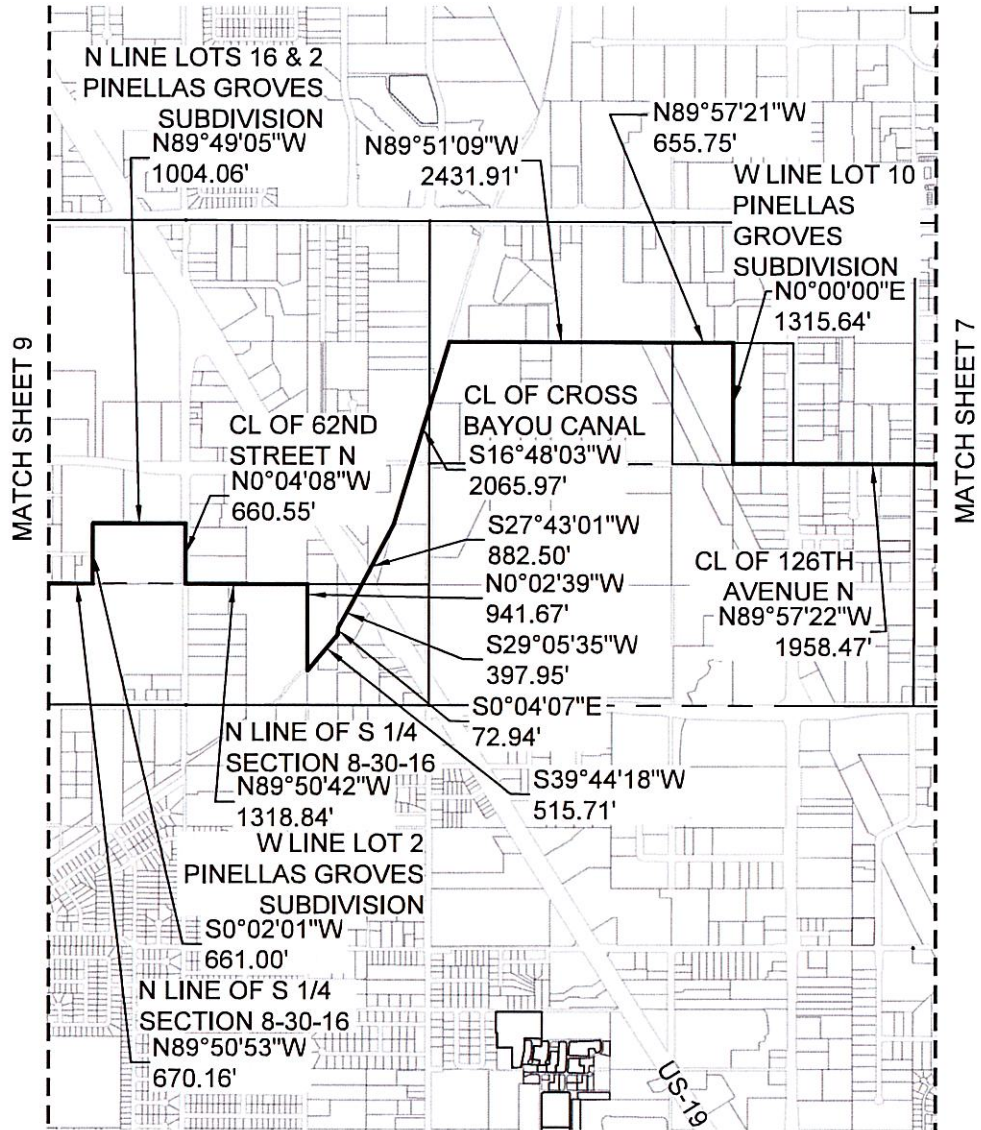
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## LEGEND

ORB OFFICIAL RECORDS BOOK  
 R/W RIGHT OF WAY  
 CL CENTER LINE  
 POB POINT OF BEGINNING

R RADIUS  
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 CB CHORD BEARING  
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# SKETCH & DESCRIPTION



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PINELLAS PARK POTABLE  
WATER BOUNDARY  
PROJECT NO.22043

## LEGEND

- ORB OFFICIAL RECORDS BOOK
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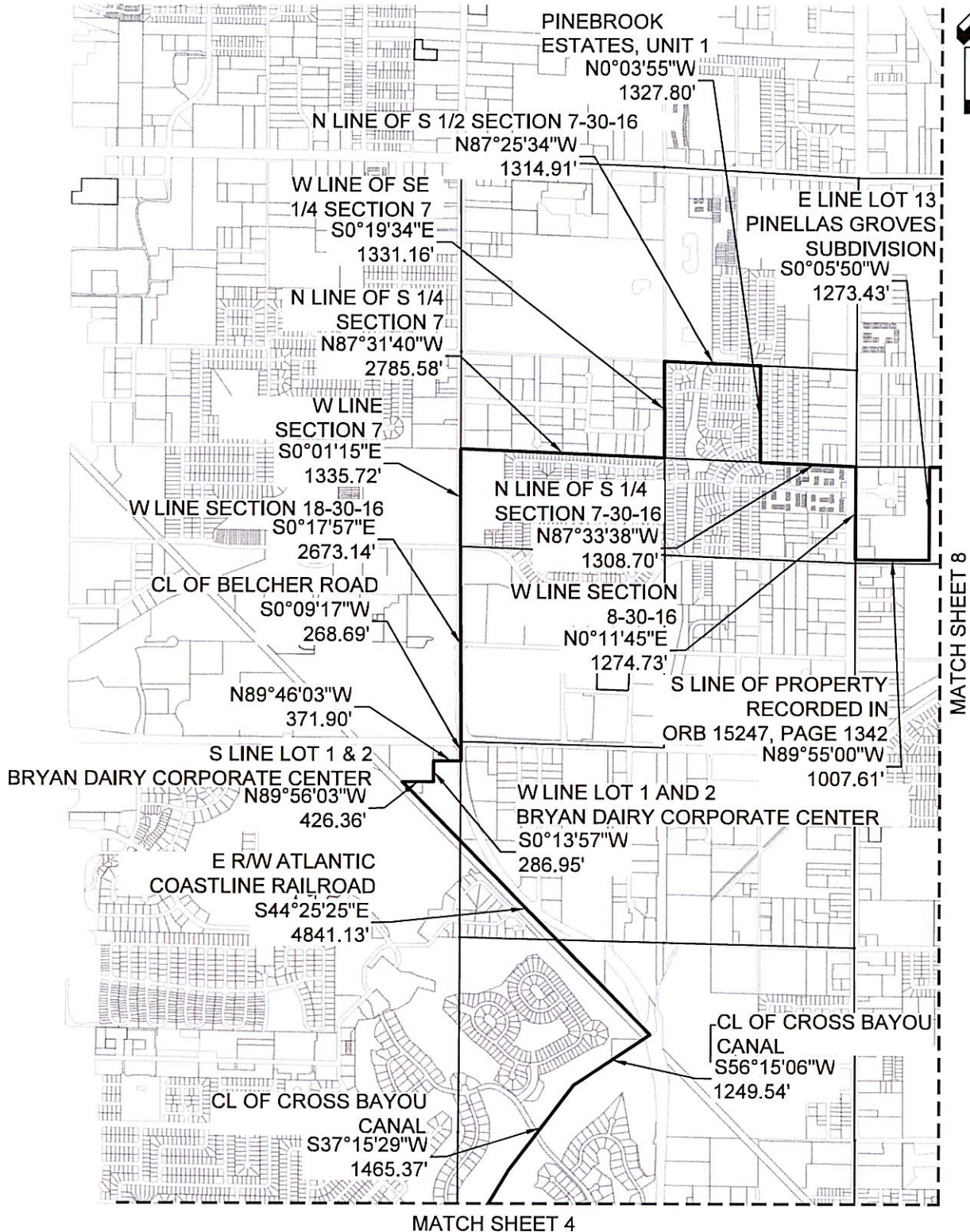
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