



BOARD OF COUNTY COMMISSIONERS

DATE: October 12, 2010
AGENDA ITEM NO. 4a & b

Consent Agenda

Regular Agenda

Public Hearing

County Administrator's Signature:

[Handwritten signature]

Subject:

Proposed Regular Amendments to the Countywide Future Land Use Plan (FLUP)

Department:

Planning Department

Staff Member Responsible:

Brian K. Smith, Director

Recommended Action:

IT IS RECOMMENDED THE BOARD OF COUNTY COMMISSIONERS (BOARD), SITTING AS THE COUNTYWIDE PLANNING AUTHORITY (CPA), TAKE THE FOLLOWING ACTIONS:

- 1) APPROVE CASE CW 10-17 OF PINELLAS PARK;
- 2) APPROVE THE ALTERNATIVE COMPROMISE RECOMMENDATION FOR CASE CW 10-18 OF CLEARWATER, SUBJECT TO AN AMENDED DEVELOPMENT AGREEMENT THAT INCLUDES THE CONDITIONS SPECIFIED IN THE ALTERNATIVE COMPROMISE RECOMMENDATION; AND ACKNOWLEDGE THAT APPROVAL OF THE PLAN AMENDMENT DOES NOT PREDISPOSE COUNTY STAFF, THE BOARD, OR OTHER AGENCIES TOWARD ANY PARTICULAR COURSE OF ACTION ON SUBSEQUENT ENVIRONMENTAL PERMIT APPLICATIONS FOR EXPANSION OF THE COLLEGE CAMPUS.

Summary Explanation/Background:

The Board has received two proposed regular amendments to the FLUP that have been reviewed by the Pinellas Planning Council (PPC or Council).

Case CW 10-17 is a submittal by the City of Pinellas Park for a 9.1-acre parcel generally located at 9100 46th Street North and a vacant lot to the south. The proposed amendment is to go from Residential Low Medium (up to 10 units an acre) to Institutional. The northern portion of the subject area was the former Gator Lake Mobile Home Park. All the mobile home units have been removed with the exception of three structures currently being used for maintenance. The southern portion is a vacant wooded lot. Calvary Chapel of St. Petersburg currently owns the property and intends to use the northern portion for overflow parking for the adjacent church and the southern portion as a passive park. County staff concurs with the PPC recommendation of approval.

Case CW 10-18 is a complex amendment proposal from the City of Clearwater involving property owned by the Clearwater Christian College. The main purpose of the proposed amendments is to allow expansion of the existing College campus to encompass what the applicant refers to as the Master Plan Area. One component of the proposed amendments would place a Preservation designation on existing wetlands under College ownership that are located outside the Master Plan Area. These wetlands are inappropriately designated as residential or commercial on the Countywide Plan Map. In addition, an area along Bayshore Boulevard would be amended from Residential Low to Recreation/Open Space. The second component of this amendment proposal requests that approximately 4.3 acres of wetlands, uplands and a water feature rimmed by mangroves be amended from Preservation, Residential Low, Recreation/Open Space and Water to Institutional so that the College can proceed with the permitting process and seek authorization to fill the water body and wetlands in order to expand the

[Handwritten initials]

College campus.

At its September 15, 2010 meeting, the PPC recommended denial of the initial proposed map amendments and recommended an Alternative Compromise. In the Alternative Compromise Recommendation, the College has deleted its initial plans to construct ballfields in wetlands on the north side of the existing campus but retains its plan to construct a parking lot and a chapel/fine arts building to the west encompassing both wetlands and vacant upland areas. In addition, jurisdictional wetlands north of the campus that are currently designated as Institutional would have their Countywide Map designation amended to Preservation reflecting their environmental sensitivity and proximity to an existing bald eagle's nest. When compared to the original application, the compromise would reduce from 7.8 acres to 4.5 acres the approximate amount of jurisdictional wetlands that could be impacted by expansion of the College, should the regulatory agencies grant the required permits to remove the wetlands. (Approximately 2.8 acres of wetlands and open water are included in the proposed amendment, while roughly 1.7 acres of wetlands are already designated as Institutional and are included in the College expansion plans.) The College is proposing to offset this loss of wetlands through a mitigation plan that would upgrade the College's entire stormwater facilities and through use of credits from a proposed Mitigation Bank based on the restoration of existing mangrove habitat on College property outside the Master Plan Area. In the event environmental permits cannot be obtained, the Institutional designation would be administratively retracted and the affected wetlands designated as Preservation on the Countywide Plan Map.

The Alternative Compromise Recommendation also requires that the City and the College amend the existing Development Agreement that accompanies this plan amendment and includes a transfer of development rights from certain wetland areas to the Master Plan Area that is designated Institutional.

County staff supports the proposed Alternative Compromise as recommended by the PPC based on the reduced potential impacts to environmentally-sensitive wetlands associated with the compromise and the commitments contained in the associated Development Agreement. County staff, therefore, concurs with the PPC recommendation of approval, subject to an amended Development Agreement that includes the conditions specified in the Alternative Compromise Recommendation. It is also recommended the Board recognize that approval of the Plan amendment would not predispose County staff, the Board, or other agencies toward any particular course of action on subsequent environmental permit applications that will need to be considered for allowing development of the wetlands and water body located in the College expansion area. Permit applications would be evaluated and decided on their own merits based on the applicable regulatory policies and criteria, irrespective of the action taken on the land use amendment.

It is acknowledged that if the Alternative Compromise Recommendation is approved approximately 4.5 acres of jurisdictional wetlands and open water would be developed if the necessary environmental permits are obtained by the College. Therefore, if through discussion on this case, the Board has concerns about the potential loss of these wetlands, it would be appropriate for the Board to consider denial of the proposed amendment. A denial would require a supermajority vote of the CPA since such action would be different from the PPC recommendation of approval.

Pursuant to the Alternative Compromise Recommendation procedure in the Countywide Rules, the alternative recommendation was transmitted to the City of Clearwater for acceptance or rejection by the City Council. The City Council is scheduled to consider the Alternative Recommendation on October 5. Since the PPC Alternative Compromise recommends that an amended Development Agreement be resubmitted as part of the amended application, the City's Community Development Board has scheduled a public hearing for October 19 to consider an amendment to the existing Development Agreement between the City and Clearwater Christian College. The City Council is scheduled to consider the proposal to amend the Development Agreement on October 21.

Fiscal Impact/Cost/Revenue Summary:

None

Exhibits/Attachments Attached:

Ordinances
Clearwater Christian College Development Agreement, with proposed amendments
Council Documentation

This instrument was prepared by
and return to:
Katherine E. Cole, Esquire
Johnson, Pope, Bokor,
Ruppel & Burns, LLP
P. O. Box 1368
Clearwater, FL 33757-1368

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is entered into among CLEARWATER CHRISTIAN COLLEGE PRIVATE SCHOOL, INC., a Florida non-profit corporation, its successors and assigns (collectively the "Developer"), whose address is 3400 Gulf-to-Bay Boulevard, Clearwater, Florida 33759, and THE CITY OF CLEARWATER, FLORIDA, a municipality of the State of Florida acting through its City Council, the governing body thereof (the "City"), whose address is 112 South Osceola Avenue, Clearwater, Florida 33756.

WITNESSETH:

WHEREAS, the City and Developer entered into a Development Agreement, dated August 12, 2010, recorded in O.R. Book 17005, Page 630, Public Records of Pinellas County, Florida ("Agreement") concerning 131.05 acres of property more particularly described therein (the "Property");

WHEREAS, Section 5.1 of the Agreement provides that the Agreement shall not be effective until final approval and effectiveness of certain zoning designations and future land use map designations for the Property;

WHEREAS, Section 6.1.4 of the Agreement provides for the establishment of a Conservation Easement;

WHEREAS, Section 6.1.3.1 of the Agreement provides that the Property must be developed in substantial conformance with a Master Plan;

WHEREAS, during the approval process, the proposed area of the land use plan and zoning changes was modified, which resulted in changes to the Mitigation Area, the Master Plan Area, the Master Plan and the proposed conservation easement area;

WHEREAS, the parties have agreed to certain revisions to the Agreement to incorporate these changes;

WHEREAS, the City has conducted such hearings as are required by and in accordance with Chapter 163.3220 et seq. Fla Stat. and applicable law;

WHEREAS, the City has determined that as of the Effective Date of this Amendment the proposed development is consistent with the City's Comprehensive Plan and Land Development Regulations;

WHEREAS, at a duly called public meeting on October 21, 2010, the City Council approved this Amendment, and authorized and directed its execution by the appropriate officials of the City; and

WHEREAS, Developer has approved this Amendment and has duly authorized the undersigned individual to execute this Amendment on Developer's behalf;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and are a part of this Agreement.

Section 2. Capitalized Terms. Capitalized terms used herein that are not defined shall have the same meanings given to such terms in the Agreement.

Section 3. Amendment to Agreement. The Agreement is amended as follows:

3.1 All references in the Agreement to the Mitigation Area shall refer to 102.5 acres.

3.2 Notwithstanding any references in the Agreement to the contrary, the Developer has requested a future land use map amendment resulting in a change of approximately 12.99 acres m.o.l. of the Property.

3.3 Exhibit A to the Agreement, Legal Description of Master Plan Area and Mitigation Area, is hereby deleted and replaced with the "Revised Exhibit A" attached to this Amendment.

3.4 Exhibit B to the Agreement, the Master Plan, is hereby deleted and replaced with the "Revised Exhibit B" attached to this Amendment.

3.5 Exhibit C to the Agreement, Mitigation Narrative, is hereby deleted and replaced with the "Revised Exhibit C" attached to this Amendment.

3.6 Exhibit D to the Agreement, the Project Future Land Use and Zoning Maps, is hereby deleted and replaced with "Revised Exhibit D" attached to this Amendment.

3.7 Section 4.2 of the Agreement is hereby amended to read:

The Project shall include ~~685-667~~ parking spaces, as shown on the Master Plan attached where 386 are existing today.

3.8 Section 4.3 of the Agreement is hereby amended to read:

The proposed floor area ratio on the Master Plan Area shall not exceed ~~169-149~~ nonresidential area and the proposed density shall not exceed 750 dormitory beds, ~~where over 768 would be permitted (using including use of the multiplier of 3 beds per unit ("Residential Equivalent Use") and the transfer of development rights described in Section 6.1.3.9 of this Agreement.~~ The proposed height of the Master Plan buildings, as defined in the Code, is a maximum of 50 feet. There is no proposed ~~density development~~ on the Mitigation Plan Area.

3.9 Section 6.1.3.5 of the Agreement is hereby amended to read:

The residential density shall be limited to 750 beds, ~~where 768 beds would be permitted in the Institutional land use category using the Residential Equivalent Use of 3 beds per dwelling unit and including the use of the Institutional density of 12.5 dwelling units per acre, the Residential Equivalent Use of 3 beds per dwelling unit pursuant to the Pinellas Planning Council Countywide Rules and the transfer of development rights described in Section 6.1.3.9 of this Agreement.~~

3.10 The following Section 6.1.3.9 is hereby added to the Agreement:

6.1.3.9 Developer and City desire to transfer development rights comprised of residential dwelling units and nonresidential density currently allocated to portions of the Mitigation Area (Sender Site), which are to be used in connection with the development of the Master Plan Area (Receiver Site) in accordance with Division 14 of the Clearwater Community Development Code. The Developer shall submit and the City shall process an application seeking approval of such transfer of development rights as required by Code ("TDR Application"). In the event of any Code amendment occurring prior to submittal and final approval of the TDR Application, City agrees that the TDR Application, Master Plan and this Agreement shall not be impacted by such Code amendment.

3.11 Section 6.1.3.6 of the Agreement is hereby amended to read:

6.1.3.6 The Developer shall implement a hurricane evacuation plan approved by the City of Clearwater ~~in accordance with the Tampa Bay Regional Planning Council recommendations for evacuation of a student population and included in its the Developer's published Safety Manual.~~ All students, faculty and staff shall receive a copy of such plan at the beginning of each school semester. Developer agrees to close and vacate all persons (except for emergency personnel required to secure and protect the facilities) from the Property as soon as practicable after the issuance of a hurricane watch by the National Hurricane

Center which includes the Property. All dormitory construction shall meet Florida Building Code standards for construction in a Coastal High Hazard area and shall not compromise the flooding on the adjacent property.

3.12 Section 5.2 of the Agreement is hereby amended to read:

5.2 Within fourteen (14) days after the City approves the execution of this Agreement, the City shall record the Agreement with the Clerk of the Circuit Court for Pinellas County. The Developer shall pay the cost of such recording. The City shall submit to the Department of Community Affairs a copy of the recorded Agreement within fourteen (14) days after the Agreement is recorded. In the event that the contingencies described in Section 5.1.2, Section 5.1.3, and Section 5.1.4 above, are not satisfied within twelve (12) months from the date hereof, the City and Developer agree to execute and deliver a termination of this Agreement, recordable form, which shall be recorded in the Public Records of Pinellas County, Florida at the expense of the Developer. Notwithstanding the foregoing, Developer may request ~~an two~~ extensions of time, via the Community Development Coordinator, for the completion of these contingencies for no more than twelve additional months each. All time periods set forth in this Section 5 shall be automatically extended for a period of time equal to that required to pursue any administrative challenge to or litigation regarding any approval by a local, state or federal permitting agency, including any appellate proceedings arising therefrom.

Section 4. Ratification. Except as modified herein, the terms and conditions of the Agreement remain in full force and effect and are ratified by the parties.

Section 5. Effective Date. As provided in §163.3239, Florida Statutes (2010), this Amendment will become effective after being recorded in the Public Records of Pinellas County, Florida, and 30 days after having been received by the state land planning agency.

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this ___ day of _____, 2010.

Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank V. Hibbard
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Leslie K. Dougall-Sides
Assistant City Attorney

Cynthia E. Goudeau
City Clerk

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by FRANK V. HIBBARD, Mayor of the City of Clearwater, who is personally known to me.

Print/Type Name: _____
Notary Public

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by WILLIAM B. HORNE II, City Manager of the City of Clearwater, who is personally known to me.

Print/Type Name: _____
Notary Public

Witnesses:

CLEARWATER CHRISTIAN COLLEGE
PRIVATE SCHOOL, INC., a Florida
non profit corporation

Signature

By: _____
Richard Stratton
President

Print name

Signature

Print name

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2010, by Richard Stratton, as President of CLEARWATER CHRISTIAN COLLEGE PRIVATE SCHOOL, INC., a Florida non profit corporation, on behalf of the corporation. He is personally known to me or produced _____ as identification.

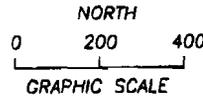
NOTARY PUBLIC
Printed Name: _____
Commission No. _____
My Commission expires: _____

#539448 v1 - CCC/1st Amend to Dev Agt

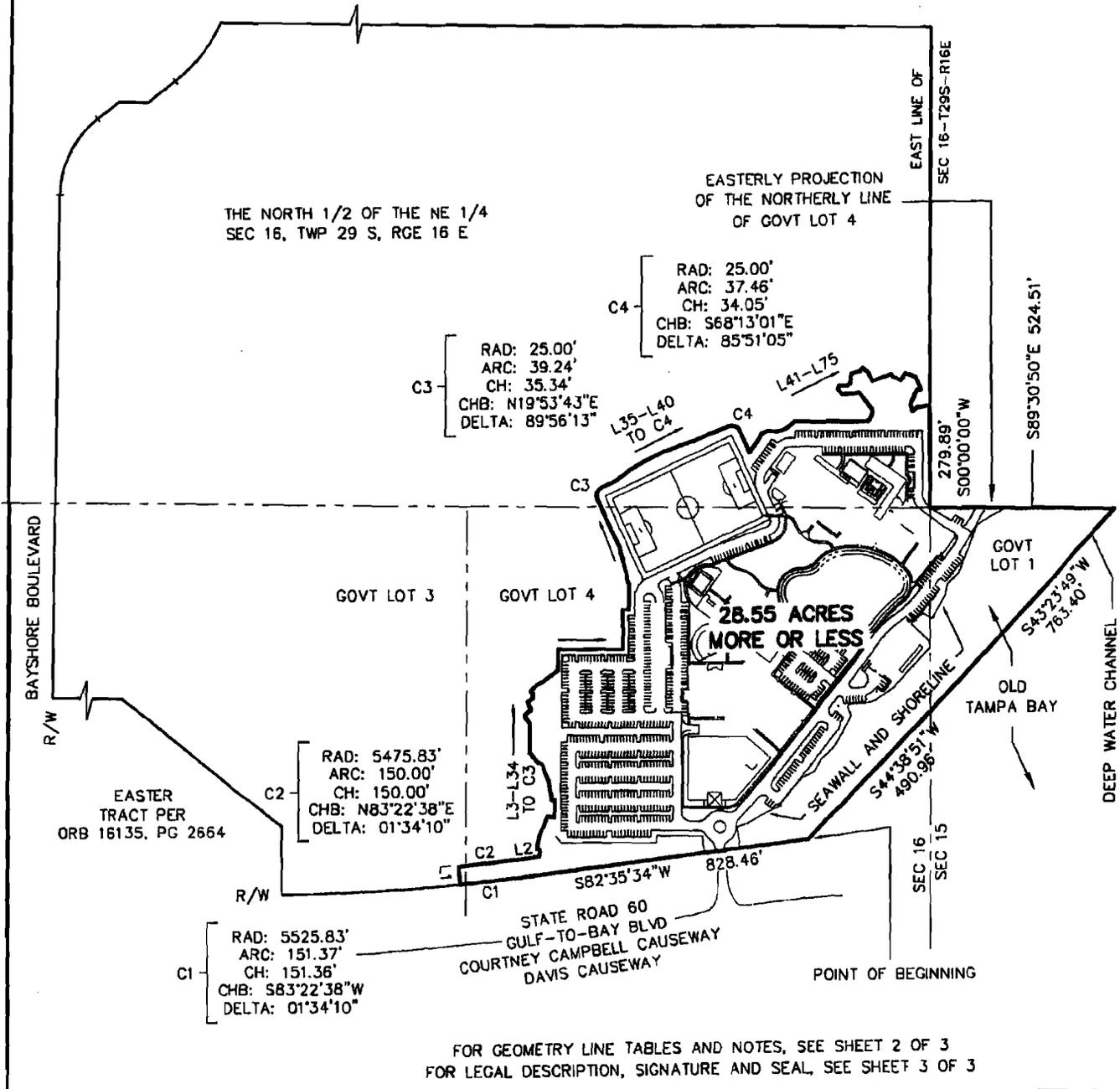
Master Plan Area
SKETCH AND LEGAL
DESCRIPTION

LEGEND/ABBREVIATIONS

LB = LICENSED BUSINESS
R/W = RIGHT OF WAY
PG/P = PAGE
ORB = OFFICIAL RECORDS BOOK



THIS SPACE RESERVED FOR
RECORDING INFORMATION



LB #2232 #7565

WADE TRIM

A WADE TRIM COMPANY - CIVIL ENGINEERING & LAND SURVEYING SINCE 1976

1410 LPGA Blvd., Suite 148, Daytona Beach, FL 32117

Phone: 386-274-1600 Fax: 386-274-1602

ZZZ229009M

DEV AREA 28.55.DWC

SKETCH & DESCRIPTION

DATE: OCTOBER 5, 2010

SHEET 1 OF 3

1" = 400'

SKETCH AND LEGAL DESCRIPTION

THIS SPACE RESERVED FOR RECORDING INFORMATION

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	N05°50'16"W
L2	75.89	N82°35'34"E
L3	17.60	N18°25'35"E
L4	11.75	N66°10'36"W
L5	36.90	N07°24'44"E
L6	34.57	N27°46'29"E
L7	26.14	N22°06'03"E
L8	21.03	S85°27'49"E
L9	47.05	N00°22'32"W
L10	10.17	N76°03'09"W
L11	49.43	N09°14'50"W
L12	49.13	N21°51'04"W
L13	15.55	N61°45'36"W
L14	36.76	N39°48'21"W
L15	38.04	N03°51'29"E
L16	39.77	N01°01'26"W
L17	22.62	N39°14'16"W
L18	6.68	N02°01'50"E
L19	21.83	N48°07'04"E
L20	23.22	N23°43'08"W
L21	17.15	N60°13'20"E
L22	10.05	N06°42'31"E
L23	13.11	N41°29'06"W
L24	25.74	N45°22'31"E
L25	23.82	N63°18'48"E
L26	49.94	N53°55'07"E
L27	56.85	N00°16'34"W
L28	180.68	N89°43'26"E
L29	107.99	N00°16'34"W
L30	17.99	N89°43'26"E
L31	68.66	N00°56'49"W
L32	71.74	N14°00'29"W
L33	31.35	N14°13'49"W
L34	148.53	N25°04'24"W
L35	47.65	N64°51'49"E
L36	61.06	N55°02'03"E
L37	52.20	N61°14'38"E
L38	37.84	N63°49'28"E
L39	92.52	N70°22'20"E

L40	104.72	N68°51'27"E
L41	63.57	S25°17'28"E
L42	40.81	N36°18'39"E
L43	19.77	N29°55'15"E
L44	18.51	N66°58'31"E
L45	27.81	S85°43'35"E
L46	24.66	N71°55'13"E
L47	30.63	N52°06'00"E
L48	204.74	S89°49'20"E
L49	9.09	N62°13'50"E
L50	26.32	N21°46'43"E
L51	28.03	N34°38'33"W
L52	36.60	N40°45'36"W
L53	47.45	S85°40'57"W
L54	17.54	N42°47'16"W
L55	11.80	N21°20'23"E
L56	23.76	N89°08'03"E
L57	9.50	N47°26'36"E
L58	27.47	N06°22'13"E
L59	22.62	N78°25'27"E
L60	14.18	N46°51'13"E
L61	20.43	S49°55'47"E
L62	25.83	S23°46'33"E
L63	56.43	N71°05'46"E
L64	9.36	S38°52'30"E
L65	24.28	S67°05'16"E
L66	24.29	N33°07'17"E
L67	28.70	S69°05'02"E
L68	30.96	S24°08'40"E
L69	8.64	S20°16'44"E
L70	11.51	S87°50'35"W
L71	19.46	S26°48'43"W
L72	19.13	S23°25'49"W
L73	24.18	S11°23'43"E
L74	17.83	N49°11'46"E
L75	34.97	N82°59'36"E

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS: ASSUMED, WITH THE NORTHERLY LINE OF STATE ROAD 60, AS SHOWN, BEING S82°35'34"W.
2. THERE MAY BE EASEMENTS AND OTHER ITEMS OF RECORD NOT SHOWN HEREON (NO TITLE WORK FURNISHED).
3. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.
4. THIS IS NOT A BOUNDARY SURVEY.



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DEV AREA 28.55.DWG

SKETCH & DESCRIPTION

DATE: OCTOBER 5, 2010

SHEET 2 OF 3

KJK

SKETCH AND LEGAL DESCRIPTION

THIS SPACE RESERVED FOR
RECORDING INFORMATION

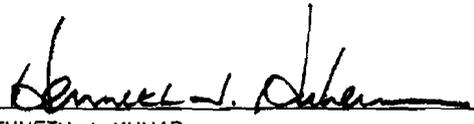
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN GOVERNMENT LOT 1, SECTION 15, TOWNSHIP 29 SOUTH, RANGE 16 EAST AND GOVERNMENT LOTS 3 AND 4, SECTION 16, TOWNSHIP 29 SOUTH, RANGE 16 EAST, AND THE NORTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY MOST CORNER OF THE CLEARWATER CHRISTIAN COLLEGE CAMPUS LANDS, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 60 (ALSO KNOWN AS GULF-TO-BAY BOULEVARD, COURTNEY CAMPBELL CAUSEWAY AND DAVIS CAUSEWAY) FOR A POINT OF BEGINNING;

THENCE S82°35'34"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 828.46 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5525.83 FEET, AN ARC LENGTH OF 151.37 FEET, A CENTRAL ANGLE OF 01°34'10"; A CHORD BEARING OF S83°22'38"W AND A CHORD DISTANCE OF 151.38 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N05°50'18"W ALONG SAID LINE FOR A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5475.83 FEET, AN ARC LENGTH OF 150.00 FEET, A CENTRAL ANGLE OF 01°34'10"; A CHORD BEARING OF N83°22'38"E AND A CHORD DISTANCE OF 150.00 FEET TO A POINT OF TANGENCY; THENCE N82°35'34"E FOR A DISTANCE OF 75.89 FEET; THENCE N18°25'35"E FOR A DISTANCE OF 17.60 FEET; THENCE N88°10'38"W FOR A DISTANCE OF 11.75 FEET; THENCE N07°24'44"E FOR A DISTANCE OF 36.90 FEET; THENCE N27°46'29"E FOR A DISTANCE OF 34.57 FEET; THENCE N22°08'03"E FOR A DISTANCE OF 28.14 FEET; THENCE S85°27'49"E FOR A DISTANCE OF 21.03 FEET; THENCE N00°22'32"W FOR A DISTANCE OF 47.05 FEET; THENCE N78°03'09"W FOR A DISTANCE OF 10.17 FEET; THENCE N09°14'50"W FOR A DISTANCE OF 49.43 FEET; THENCE N21°51'04"W FOR A DISTANCE OF 49.13 FEET; THENCE N61°45'38"W FOR A DISTANCE OF 15.55 FEET; THENCE N39°48'21"W FOR A DISTANCE OF 36.78 FEET; THENCE N03°51'29"E FOR A DISTANCE OF 38.04 FEET; THENCE N01°01'28"W FOR A DISTANCE OF 39.77 FEET; THENCE N39°14'18"W FOR A DISTANCE OF 22.62 FEET; THENCE N02°01'50"E FOR A DISTANCE OF 6.68 FEET; THENCE N48°07'04"E FOR A DISTANCE OF 21.83 FEET; THENCE N23°43'08"W FOR A DISTANCE OF 23.22 FEET; THENCE N60°13'20"E FOR A DISTANCE OF 17.15 FEET; THENCE N08°42'31"E FOR A DISTANCE OF 10.05 FEET; THENCE N41°29'08"W FOR A DISTANCE OF 13.11 FEET; THENCE N45°22'31"E FOR A DISTANCE OF 23.74 FEET; THENCE N83°18'48"E FOR A DISTANCE OF 23.82 FEET; THENCE N53°55'07"E FOR A DISTANCE OF 49.94 FEET; THENCE N00°16'34"W FOR A DISTANCE OF 58.85 FEET; THENCE N89°43'26"E FOR A DISTANCE OF 180.68 FEET; THENCE N00°16'34"W FOR A DISTANCE OF 107.99 FEET; THENCE N89°43'26"E FOR A DISTANCE OF 17.99 FEET; THENCE N00°56'49"W FOR A DISTANCE OF 88.88 FEET; THENCE N14°00'29"W FOR A DISTANCE OF 71.74 FEET; THENCE N14°13'49"W FOR A DISTANCE OF 31.35 FEET; THENCE N25°04'24"W FOR A DISTANCE OF 148.53 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.24 FEET, A CENTRAL ANGLE OF 89°58'13"; A CHORD BEARING OF N19°53'43"E AND A CHORD DISTANCE OF 35.34 FEET TO A POINT OF TANGENCY; THENCE N84°51'49"E FOR A DISTANCE OF 47.65 FEET; THENCE N55°02'03"E FOR A DISTANCE OF 61.06 FEET; THENCE N81°14'38"E FOR A DISTANCE OF 52.20 FEET; THENCE N63°49'38"E FOR A DISTANCE OF 37.84 FEET; THENCE N70°22'20"E FOR A DISTANCE OF 92.52 FEET; THENCE N68°51'27"E FOR A DISTANCE OF 104.70 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 37.46 FEET, A CENTRAL ANGLE OF 85°51'05"; A CHORD BEARING OF S68°13'01"E AND A CHORD DISTANCE OF 34.05 FEET TO POINT OF TANGENCY; THENCE S25°17'28"E FOR A DISTANCE OF 83.57 FEET; THENCE N36°18'39"E FOR A DISTANCE OF 40.81 FEET; THENCE N29°55'15"E FOR A DISTANCE OF 19.77 FEET; THENCE N66°58'31"E FOR A DISTANCE OF 18.51 FEET; THENCE S85°43'35"E FOR A DISTANCE OF 27.81 FEET; THENCE N71°55'13"E FOR A DISTANCE OF 24.66 FEET; THENCE N52°08'00"E FOR A DISTANCE OF 30.83 FEET; THENCE S89°49'20"E FOR A DISTANCE OF 204.74 FEET; THENCE N82°13'50"E FOR A DISTANCE OF 9.09 FEET; THENCE N21°46'43"E FOR A DISTANCE OF 26.32 FEET; THENCE N34°38'33"W FOR A DISTANCE OF 28.03 FEET; THENCE N40°45'36"W FOR A DISTANCE OF 38.60 FEET; THENCE S85°40'57"W FOR A DISTANCE OF 47.45 FEET; THENCE N42°47'18"W FOR A DISTANCE OF 17.54 FEET; THENCE N21°20'23"E FOR A DISTANCE OF 11.80 FEET; THENCE N89°08'03"E FOR A DISTANCE OF 23.78 FEET; THENCE N47°26'38"E FOR A DISTANCE OF 9.50 FEET; THENCE N08°22'13"E FOR A DISTANCE OF 27.47 FEET; THENCE N78°25'27"E FOR A DISTANCE OF 22.62 FEET; THENCE N48°51'13"E FOR A DISTANCE OF 14.18 FEET; THENCE S49°55'47"E FOR A DISTANCE OF 20.43 FEET; THENCE S23°46'33"E FOR A DISTANCE OF 25.83 FEET; THENCE N71°05'46"E FOR A DISTANCE OF 56.43 FEET; THENCE S38°52'30"E FOR A DISTANCE OF 9.36 FEET; THENCE S67°05'18"E FOR A DISTANCE OF 24.28 FEET; THENCE N33°07'17"E FOR A DISTANCE OF 24.29 FEET; THENCE S89°05'02"E FOR A DISTANCE OF 28.70 FEET; THENCE S24°08'40"E FOR A DISTANCE OF 30.96 FEET; THENCE S20°16'44"E FOR A DISTANCE OF 8.64 FEET; THENCE S87°50'35"W FOR A DISTANCE OF 11.51 FEET; THENCE S28°48'43"W FOR A DISTANCE OF 19.46 FEET; THENCE S23°25'49"W FOR A DISTANCE OF 19.13 FEET; THENCE S11°23'43"E FOR A DISTANCE OF 24.18 FEET; THENCE N49°11'46"E FOR A DISTANCE OF 17.83 FEET; THENCE N82°59'36"E FOR A DISTANCE OF 34.97 FEET TO THE EAST LINE OF SAID SECTION 16, TOWNSHIP 29 SOUTH, RANGE 16 EAST; THENCE S00°00'00"W ALONG SAID SECTION LINE FOR A DISTANCE OF 279.89 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE DEPARTING SAID SECTION LINE S89°30'50"E ALONG THE EASTERLY PROJECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 4 FOR A DISTANCE OF 524.51 FEET TO THE DEEP WATER CHANNEL OF TAMPA BAY; THENCE DEPARTING SAID EASTERLY PROJECTION ALONG SAID CHANNEL THE FOLLOWING TWO (2) COURSES; 1) THENCE S43°23'49"W FOR A DISTANCE OF 783.40 FEET; 2) THENCE S44°38'51"W FOR A DISTANCE OF 490.96 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 28.55 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE.


KENNETH J. KUHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #2232 #7565

WADE TRIM

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ZZZ229009M

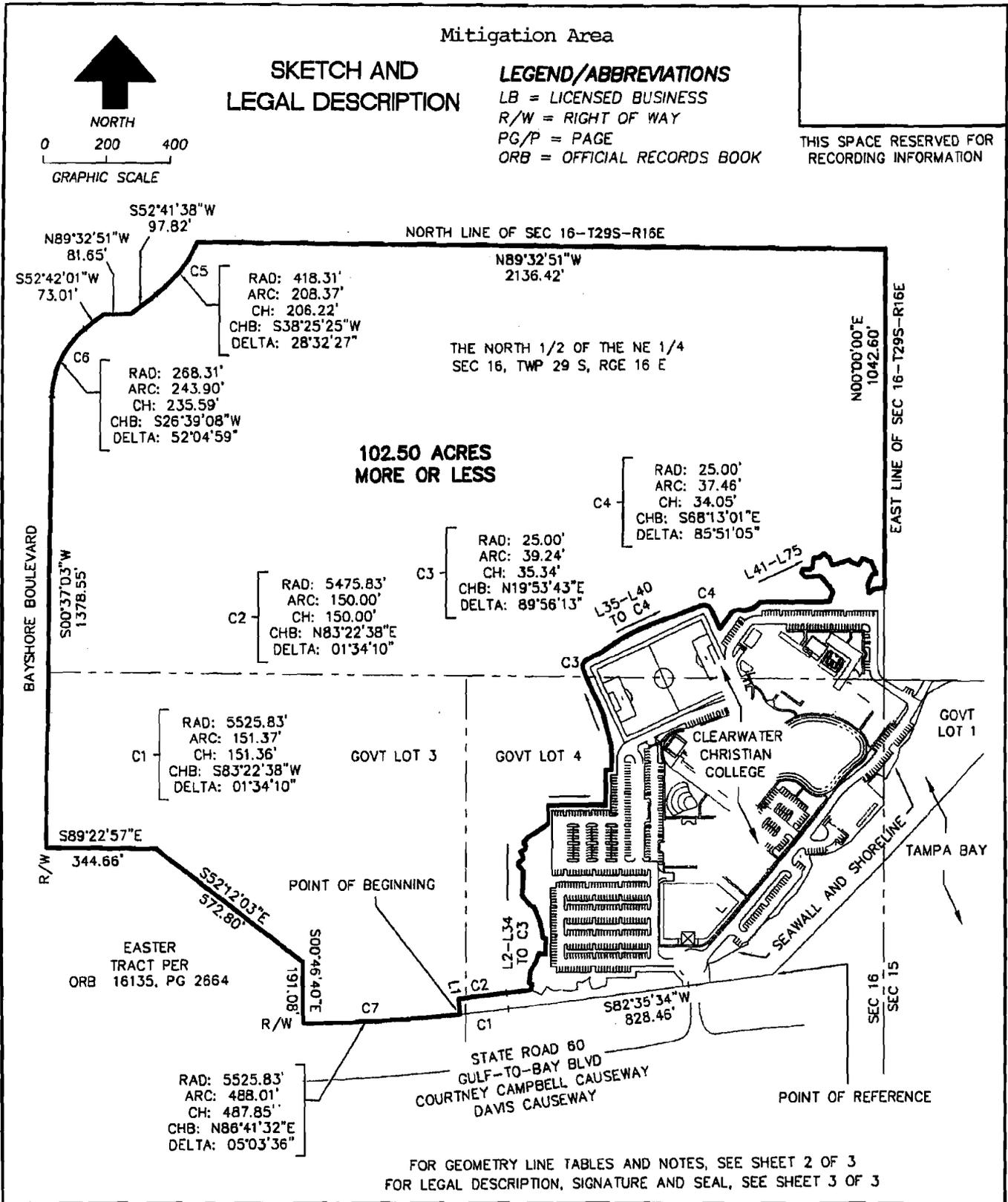
DEV AREA 28.55.DWG

SKETCH & DESCRIPTION

DATE: OCTOBER 5, 2010

SHEET 3 OF 3

KJK



LB #2232 #7565

WADE TRIM

A WADE TRIM COMPANY - CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 1410 LPGA Blvd., Suite 148, Daytona Beach, FL 32117
 Phone: 386-274-1600 Fax: 386-274-1602

MIT AREA
102.50.DWG

SKETCH & DESCRIPTION

DATE: OCTOBER 5, 2010

SHEET 1 OF 3

1" = 400'

SKETCH AND LEGAL DESCRIPTION

THIS SPACE RESERVED FOR
RECORDING INFORMATION

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	N05°50'16"W
L2	75.89	N82°35'34"E
L3	17.60	N18°25'35"E
L4	11.75	N66°10'36"W
L5	36.90	N07°24'44"E
L6	34.57	N27°46'29"E
L7	26.14	N22°06'03"E
L8	21.03	S85°27'49"E
L9	47.05	N00°22'32"W
L10	10.17	N76°03'09"W
L11	49.43	N09°14'50"W
L12	49.13	N21°51'04"W
L13	15.55	N61°45'36"W
L14	36.76	N39°48'21"W
L15	38.04	N03°51'29"E
L16	39.77	N01°01'26"W
L17	22.62	N39°14'16"W
L18	6.68	N02°01'50"E
L19	21.83	N48°07'04"E
L20	23.22	N23°43'08"W
L21	17.15	N60°13'20"E
L22	10.05	N06°42'31"E
L23	13.11	N41°29'06"W
L24	25.74	N45°22'31"E
L25	23.82	N63°18'48"E
L26	49.94	N53°55'07"E
L27	56.85	N00°16'34"W
L28	180.68	N89°43'26"E
L29	107.99	N00°16'34"W
L30	17.99	N89°43'26"E
L31	68.66	N00°56'49"W
L32	71.74	N14°00'29"W
L33	31.35	N14°13'49"W
L34	148.53	N25°04'24"W
L35	47.65	N64°51'49"E
L36	61.06	N55°02'03"E
L37	52.20	N61°14'38"E
L38	37.84	N63°49'28"E
L39	92.52	N70°22'20"E

L40	104.72	N68°51'27"E
L41	63.57	S25°17'28"E
L42	40.81	N36°18'39"E
L43	19.77	N29°55'15"E
L44	18.51	N66°58'31"E
L45	27.81	S85°43'35"E
L46	24.66	N71°55'13"E
L47	30.63	N52°06'00"E
L48	204.74	S89°49'20"E
L49	9.09	N62°13'50"E
L50	26.32	N21°46'43"E
L51	28.03	N34°38'33"W
L52	36.60	N40°45'36"W
L53	47.45	S85°40'57"W
L54	17.54	N42°47'16"W
L55	11.80	N21°20'23"E
L56	23.76	N89°08'03"E
L57	9.50	N47°26'36"E
L58	27.47	N06°22'13"E
L59	22.62	N78°25'27"E
L60	14.18	N46°51'13"E
L61	20.43	S49°55'47"E
L62	25.83	S23°46'33"E
L63	56.43	N71°05'46"E
L64	9.36	S38°52'30"E
L65	24.28	S67°05'16"E
L66	24.29	N33°07'17"E
L67	28.70	S69°05'02"E
L68	30.96	S24°08'40"E
L69	8.64	S20°16'44"E
L70	11.51	S87°50'35"W
L71	19.46	S26°48'43"W
L72	19.13	S23°25'49"W
L73	24.18	S11°23'43"E
L74	17.83	N49°11'46"E
L75	34.97	N82°59'36"E

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS: ASSUMED, WITH THE NORTHERLY LINE OF STATE ROAD 60, AS SHOWN, BEING S82°35'34"W.
2. THERE MAY BE EASEMENTS AND OTHER ITEMS OF RECORD NOT SHOWN HEREON (NO TITLE WORK FURNISHED).
3. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.
4. THIS IS NOT A BOUNDARY SURVEY.



LB #2232 #7565

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MIT AREA
102.50.DWG

SKETCH & DESCRIPTION

DATE: OCTOBER 5, 2010

SHEET 2 OF 3

KJK

SKETCH AND LEGAL DESCRIPTION

THIS SPACE RESERVED FOR
RECORDING INFORMATION

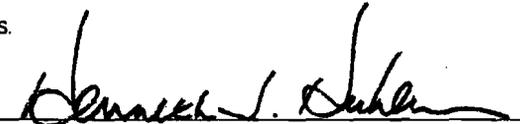
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN GOVERNMENT LOTS 3 AND 4, SECTION 16, TOWNSHIP 29 SOUTH, RANGE 16 EAST, AND THE NORTH ¼ OF THE NORTHEAST ¼ OF SAID SECTION 16, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY MOST CORNER OF THE CLEARWATER CHRISTIAN COLLEGE CAMPUS LANDS, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 60 (ALSO KNOWN AS GULF-TO-BAY BOULEVARD, COURTNEY CAMPBELL CAUSEWAY AND DAVIS CAUSEWAY) FOR A POINT OF REFERENCE; THENCE S82°35'34"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 828.46 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5525.83 FEET, AN ARC LENGTH OF 151.37 FEET, A CENTRAL ANGLE OF 01°34'10", A CHORD BEARING OF S83°22'38"W AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N05°50'18"W FOR A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5475.83 FEET, AN ARC LENGTH OF 150.00 FEET, A CENTRAL ANGLE OF 01°34'10", A CHORD BEARING OF N83°22'38"E AND A CHORD DISTANCE OF 150.00 FEET TO A POINT OF TANGENCY; THENCE N82°35'34"E FOR A DISTANCE OF 75.89 FEET; THENCE N18°25'35"E FOR A DISTANCE OF 17.60 FEET; THENCE N86°10'38"W FOR A DISTANCE OF 11.75 FEET; THENCE N07°24'44"E FOR A DISTANCE OF 38.90 FEET; THENCE N27°46'29"E FOR A DISTANCE OF 34.57 FEET; THENCE N22°08'03"E FOR A DISTANCE OF 26.14 FEET; THENCE S85°27'49"E FOR A DISTANCE OF 21.03 FEET; THENCE N00°22'32"W FOR A DISTANCE OF 47.05 FEET; THENCE N76°03'09"W FOR A DISTANCE OF 10.17 FEET; THENCE N09°14'50"W FOR A DISTANCE OF 49.43 FEET; THENCE N21°51'04"W FOR A DISTANCE OF 49.13 FEET; THENCE N61°45'38"W FOR A DISTANCE OF 15.55 FEET; THENCE N39°48'21"W FOR A DISTANCE OF 38.78 FEET; THENCE ND3°51'29"E FOR A DISTANCE OF 38.04 FEET; THENCE N01°01'28"W FOR A DISTANCE OF 39.77 FEET; THENCE N39°14'16"W FOR A DISTANCE OF 22.62 FEET; THENCE N02°01'50"E FOR A DISTANCE OF 6.68 FEET; THENCE N48°07'04"E FOR A DISTANCE OF 21.83 FEET; THENCE N23°43'08"W FOR A DISTANCE OF 23.22 FEET; THENCE N60°13'20"E FOR A DISTANCE OF 17.15 FEET; THENCE N08°42'31"E FOR A DISTANCE OF 10.05 FEET; THENCE N41°29'06"W FOR A DISTANCE OF 13.11 FEET; THENCE N45°22'31"E FOR A DISTANCE OF 25.74 FEET; THENCE N63°18'48"E FOR A DISTANCE OF 23.82 FEET; THENCE N53°55'07"E FOR A DISTANCE OF 49.94 FEET; THENCE N00°16'34"W FOR A DISTANCE OF 58.85 FEET; THENCE N89°43'28"E FOR A DISTANCE OF 180.88 FEET; THENCE N00°16'34"W FOR A DISTANCE OF 107.99 FEET; THENCE N89°43'28"E FOR A DISTANCE OF 17.99 FEET; THENCE N00°58'49"W FOR A DISTANCE OF 68.66 FEET; THENCE N14°00'29"W FOR A DISTANCE OF 71.74 FEET; THENCE N14°13'49"W FOR A DISTANCE OF 31.35 FEET; THENCE N25°04'24"W FOR A DISTANCE OF 148.53 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.24 FEET, A CENTRAL ANGLE OF 89°56'13"; A CHORD BEARING OF N19°53'43"E AND A CHORD DISTANCE OF 35.34 FEET TO A POINT OF TANGENCY; THENCE N64°51'49"E FOR A DISTANCE OF 47.65 FEET; THENCE N53°02'03"E FOR A DISTANCE OF 61.08 FEET; THENCE N81°14'38"E FOR A DISTANCE OF 52.20 FEET; THENCE N63°49'38"E FOR A DISTANCE OF 37.84 FEET; THENCE N70°22'20"E FOR A DISTANCE OF 92.52 FEET; THENCE N68°51'27"E FOR A DISTANCE OF 104.70 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 37.46 FEET, A CENTRAL ANGLE OF 85°51'05"; A CHORD BEARING OF S68°13'01"E AND A CHORD DISTANCE OF 34.05 FEET TO POINT OF TANGENCY; THENCE S25°17'28"E FOR A DISTANCE OF 83.57 FEET; THENCE N36°18'39"E FOR A DISTANCE OF 40.81 FEET; THENCE N29°55'15"E FOR A DISTANCE OF 19.77 FEET; THENCE N66°58'31"E FOR A DISTANCE OF 18.51 FEET; THENCE S85°43'35"E FOR A DISTANCE OF 27.81 FEET; THENCE N71°55'13"E FOR A DISTANCE OF 24.66 FEET; THENCE N52°06'00"E FOR A DISTANCE OF 30.83 FEET; THENCE S89°49'20"E FOR A DISTANCE OF 204.74 FEET; THENCE N62°13'50"E FOR A DISTANCE OF 9.09 FEET; THENCE N21°48'43"E FOR A DISTANCE OF 26.32 FEET; THENCE N34°38'33"W FOR A DISTANCE OF 28.03 FEET; THENCE N40°45'38"W FOR A DISTANCE OF 36.60 FEET; THENCE S85°40'57"W FOR A DISTANCE OF 47.45 FEET; THENCE N42°47'16"W FOR A DISTANCE OF 17.54 FEET; THENCE N21°20'23"E FOR A DISTANCE OF 11.80 FEET; THENCE N89°08'03"E FOR A DISTANCE OF 23.76 FEET; THENCE N47°26'36"E FOR A DISTANCE OF 9.50 FEET; THENCE N06°22'13"E FOR A DISTANCE OF 27.47 FEET; THENCE N78°25'27"E FOR A DISTANCE OF 22.62 FEET; THENCE N46°51'13"E FOR A DISTANCE OF 14.18 FEET; THENCE S49°55'47"E FOR A DISTANCE OF 20.43 FEET; THENCE S23°48'33"E FOR A DISTANCE OF 25.83 FEET; THENCE N71°05'48"E FOR A DISTANCE OF 56.43 FEET; THENCE S38°52'30"E FOR A DISTANCE OF 9.38 FEET; THENCE S67°05'18"E FOR A DISTANCE OF 24.28 FEET; THENCE N33°07'17"E FOR A DISTANCE OF 24.29 FEET; THENCE S69°05'02"E FOR A DISTANCE OF 28.70 FEET; THENCE S24°08'40"E FOR A DISTANCE OF 30.98 FEET; THENCE S20°16'44"E FOR A DISTANCE OF 8.64 FEET; THENCE S87°50'35"W FOR A DISTANCE OF 11.51 FEET; THENCE S26°48'43"W FOR A DISTANCE OF 19.48 FEET; THENCE S23°25'49"W FOR A DISTANCE OF 19.13 FEET; THENCE S11°23'43"E FOR A DISTANCE OF 24.18 FEET; THENCE N49°11'46"E FOR A DISTANCE OF 17.83 FEET; THENCE N82°59'38"E FOR A DISTANCE OF 34.97 FEET TO THE EAST LINE OF SAID SECTION 16, TOWNSHIP 29 SOUTH, RANGE 16 EAST; THENCE N00°00'00"E ALONG SAID SECTION LINE FOR A DISTANCE OF 1042.60 FEET TO THE NORTH LINE OF SAID SECTION 16; THENCE DEPARTING SAID EAST LINE ALONG SAID NORTH LINE N89°32'51"W FOR A DISTANCE OF 2136.42 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 418.31 FEET, AN ARC LENGTH OF 208.37 FEET, A CENTRAL ANGLE OF 28°32'27"; A CHORD BEARING OF S38°25'25"W AND A CHORD DISTANCE OF 208.22 FEET TO A POINT OF TANGENCY; THENCE S52°41'38"W FOR A DISTANCE OF 97.82 FEET; THENCE N89°32'51"W FOR A DISTANCE OF 81.65 FEET; TO THE EASTERLY RIGHT-OF-WAY LINE OF BAYSHORE BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE S52°42'01"W FOR A DISTANCE OF 73.01 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 268.31 FEET, AN ARC LENGTH OF 243.90 FEET, A CENTRAL ANGLE OF 52°04'59"; A CHORD BEARING OF S26°39'08"W AND A CHORD DISTANCE OF 235.59 FEET TO A POINT OF TANGENCY; THENCE S00°37'03"W FOR A DISTANCE OF 1378.55 FEET TO THE NORTHERLY LINE OF LANDS KNOWN AS THE EASTER TRACT, PER OFFICIAL RECORDS BOOK 18135, PAGE 2664 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE S89°22'57"E ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 344.68 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID EASTER TRACT S52°12'03"E FOR A DISTANCE OF 572.80 FEET; THENCE S00°48'40"E FOR A DISTANCE OF 191.08 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED STATE ROAD 60 AND A NON-TANGENT CURVE; THENCE DEPARTING SAID EASTER TRACT BOUNDARY LINE, ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 5525.83 FEET, AN ARC LENGTH OF 488.01 FEET, A CENTRAL ANGLE OF 05°03'38", A CHORD BEARING OF N88°41'32"E AND A CHORD DISTANCE OF 487.85 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 102.50 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE.


KENNETH J. KUHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



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MIT AREA
102.50.DWG

SKETCH & DESCRIPTION

DATE: OCTOBER 5, 2010

SHEET 3 OF 3

KJK

Revised Exhibit B

[Revised Master Plan]

Revised Exhibit "C"

Mitigation Plan

Developer agrees to mitigate the impact of the development that may occur in the areas formerly classified as Preservation on the City's future land use map and now classified as Institutional existing wetland areas pursuant to this Agreement, state and federal permitting agency requirements. Developer shall:

1. Upgrade entire site's stormwater facilities within the Master Plan Area. These upgrades will include but are not limited to:

- Providing water quality treatment for several parts of the campus that discharge untreated stormwater directly into the surrounding mangroves and Tampa Bay;
- Improve the effectiveness of the existing wet treatment pond adjacent to Cathcart Hall by eliminating its ability to commingle stormwater runoff with daily tidal inflows/discharges; and
- Eliminate frequent nuisance flooding within some of the parking area, classroom and administration buildings.

2. Make application to Southwest Florida Water Management District (SWFWMD) and U.S. Army Corps of Engineers (USACOE) for approval of the Mitigation Bank within 60 days of final approval by the City of this Agreement Amendment. The proposed Mitigation Bank will result in an approved wetland mitigation area in the Tampa Bay area water basin. The credits will be derived not from the creation of new mangrove area where none currently exists, but restoration of existing mangrove habitat that, depending on location, is moderately to severely-impacted by sedimentation, mosquito ditch dredging and spoiling, and loss of adequate daily tidal flow from Tampa Bay and Coopers Bayou. The restoration effort will focus on improving flows through the mangrove by upgrading the culverts under Damascus Road, removing sediment and muck, and sculpting the sides and bottoms of select mosquito ditches, creating a branching system of tidal creeks that improves ambient water quality and ecological habitat. Secondary effects of the branching creek system will occur through improved daily tidal exchange in Coopers Bayou, partially restoring the natural tidal exchange characteristics that existed before the construction of the Courtney Campbell Causeway; and improving the flow characteristics within the mangrove by demucking, widening and creating a branching tidal creek system within the mangroves. The Mitigation Bank shall be approved in accordance with Fla. Stat. 373.4136 et. seq., as amended; and Rule 62-342, F.A.C. The City shall rely on SWFWMD and USACOE to finalize the appropriate mitigation strategies necessary to achieve the maximum mitigation within the Mitigation Area. An appropriate number of credits would be used to compensate for wetlands impacts associated with the Developer site improvements.

3. Place a conservation easement over the Mitigation Area, in conjunction with city, state and federal permitting. In the event the state and federal agencies approve the Mitigation Bank, upon exhaustion of all mitigation credits created by the Mitigation

Bank, Developer shall actively seek to transfer the Mitigation Area to the City, or, in the event the City does not wish to take ownership of the Mitigation Area, to another government or conservation organization, in fee simple, for the purpose of expanding the Coopers Point Nature Park recreation area (subject to approval of the USACOE and SWFWMD).

4. In the event the state and federal agencies do not approve the Mitigation Bank, or, in the event approves the Mitigation Bank but does not rate the proposed restoration adequately high, limiting the number of credits available for purchase to the extent that the Mitigation Bank is not financially viable, Developer agrees to proceed with individual mitigation projects, as permitted by the State. Such activities may include:

- a) Upgrading the existing culverts under Damascus Road to improve daily tidal flows through the existing mangrove;
- b) Removing muck from select mosquito ditches within the existing mangrove to improve tidal flow and/or ecological habitat;
- c) Removing sediment and muck along an alignment of select mosquito ditches to simulate a branching system that improves tidal flow and ecological habitat. Secondary effects of a branching tidal creek system will improve daily tidal exchange in Coopers Bayou and partially restore its natural hydrologic characteristics.

~~d) Improving campus drainage facilities and eliminating discharge of untreated stormwater runoff to Tampa Bay.~~

Revised Exhibit D
[Future Land Use and Zoning Maps]



**PROPOSED CAMPUS
FUTURE LAND USE**

- Proposed Campus*
- Proposed Institutional**
- Clearwater Christian College
- Future Land Use
- Category
- Residential Estate
- Residential Suburban
- Residential Low
- Residential Urban
- Residential Low Medium
- Residential Medium
- Residential High
- Resort Facilities High
- Residential/Office Limited
- Residential/Office General
- Residential/Office/Retail
- Commercial Neighborhood
- Commercial Limited
- Commercial General
- Industrial Light
- Industrial General
- Preservation
- Recreation/Open Space
- Institutional
- Transportation/Utility
- Community Redevelopment District
- Central Business District
- Water
- Road
- Municipal, No Future Land Use
- Unincorporated, No Future Land Use

* Wetland setbacks, ditches and roads to be removed from use year with the exception of the soccer field
 ** Includes 20' average buffer from edge of development

September 13, 2010
 Produced By





PROPOSED CAMPUS ZONING

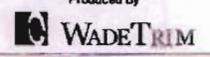
- Proposed Campus*
- Ⓞ Proposed Institutional**
- ☐ Clearwater Christian College

Zoning

- Zoning Districts**
- Low Density Residential District
 - Low Medium Density Residential District
 - Medium Density Residential District
 - Medium High Density Residential District
 - High Density Residential District
 - Mobile Home Park
 - Commercial District
 - Downtown District
 - Office District
 - Institutional District
 - Industrial, Research & Technology District
 - Tourist District
 - Open Space/Recreation District
 - Preservation District
 - TR

* North-south street fronts and fronts to be retained (fronts) are shown with the exception of the parcel front.
 ** Includes 25' average buffer from edge of development.

September 13, 2010
 Produced By



RESOLUTION NO. 10-18

A RESOLUTION OF THE CITY OF CLEARWATER, FLORIDA APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CLEARWATER AND CLEARWATER CHRISTIAN PRIVATE SCHOOL, INC., A FLORIDA NON-PROFIT CORPORATION ; PROVIDING AN EFFECTIVE DATE.

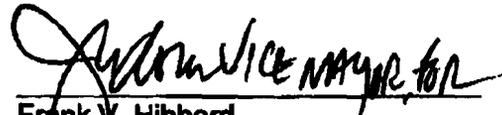
WHEREAS, the City of Clearwater is desirous of entering into a development agreement with a Florida non-profit corporation; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The Development Agreement between the City of Clearwater and Clearwater Christian Private School, Inc., a Florida non-profit Corporation, a copy of which is attached as Exhibit "A," is hereby approved.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 5th day of August, 2010.



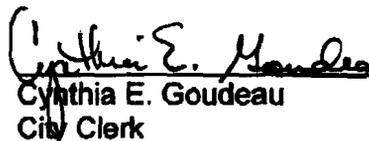
Frank V. Hibbard
Mayor

Approved as to form:



Leslie K. Dougal-Sides
City Attorney

Attest:



Cynthia E. Goudeau
City Clerk



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated August 12, 2010, effective as provided in Section 5 of this Agreement, and entered into among CLEARWATER CHRISTIAN COLLEGE PRIVATE SCHOOL, INC., a Florida non-profit corporation, its successors and assigns (collectively, "Developer"), and the CITY OF CLEARWATER, FLORIDA, a municipality of the State of Florida acting through its City Council, the governing body thereof ("City").

RECITALS:

WHEREAS, Sections 163.3220 - 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("Act"), authorize the City to enter into binding development agreements with persons having a legal or equitable interest in real property located within the corporate limits of the City;

WHEREAS, under Section 163.3223 of the Act, the City has adopted Section 4-606 of the City of Clearwater Community Development Code ("Code"), establishing procedures and requirements to consider and enter into development agreements;

WHEREAS, the Developer owns approximately 138 acres of real property located at 3400 Gulf-to-Bay Boulevard in the corporate limits of the City, which is comprised of several areas, two of which are subject to this Agreement totaling approximately 131.05 acres m.o.l. ("Property");

WHEREAS, the two described properties subject to this Agreement are hereinafter referred to as "Master Plan Area" and "Mitigation Area" as more particularly described on Exhibit A attached hereto and incorporated herein;

WHEREAS, the Developer desires to develop the Master Plan Area with additional educational, dormitory and athletics facilities and associated parking, generally conforming to the conceptual plan shown on Exhibit B attached hereto and incorporated herein (the "Master Plan");

WHEREAS, the Developer desires to place a conservation easement on the Mitigation Area which is approximately 98.99 acres m.o.l. of the Property in conjunction with a mitigation plan approved by the appropriate state and federal agencies, generally conforming to the requirements shown on Exhibit C attached hereto and incorporated herein ("Mitigation Plan"), providing an opportunity for the expansion of the Coopers Point Nature Park (Master Plan Area improvements and Mitigation Plan, collectively, "Project");

WHEREAS, the Developer desires for the City to vacate the right of way and associated access easement known as Damascus Road while retaining an updated

easement for the purpose of relocating the road and providing greater access to and from Coopers Point Nature Park;

WHEREAS, the Developer has requested a future land use map amendment resulting in a change of approximately 13.35 acres m.o.l. of the Property;

WHEREAS, the Developer has requested a future land use map amendment from Institutional (I), Preservation (P), Residential Low (RL), Commercial General (CG) and Water/Drainage Feature to Institutional (I), Water/Drainage Feature, Recreation/Open Space (R/OS) and Preservation (P) for those portions of the Property shown on Exhibit D attached hereto and incorporated herein ("Proposed Future Land Use and Zoning Maps");

WHEREAS, the Developer has requested a zoning map amendment from Preservation (P), Commercial (C), Low Density Residential (LDR), Open Space/Recreation (OS/R), and Institutional (I) to Preservation (P), Institutional (I) and Open Space/Recreation (OS/R) for those portions of the Property shown on the map of Proposed Future Land Use and Zoning Maps;

WHEREAS, the Developer desires to improve the environmental aspects of the Mitigation Area while offsetting the impacts of the Master Plan through the Mitigation Plan, as approved by the appropriate state and federal agencies;

WHEREAS, the City has conducted such hearings as are required by and in accordance with Chapter 163.3220 Fla. Stat. (2008) and any other applicable law;

WHEREAS, the City has determined that, as of the Effective Date of this Agreement, the proposed project is consistent with the City's Comprehensive Plan and Code;

WHEREAS, the City has conducted public hearings as required by Sections 4-206 and 4-606 of the Code;

WHEREAS, at a duly called and advertised public meeting on _____, 2010, the City Council approved this Agreement and authorized and directed its execution by the appropriate officials of the City;

WHEREAS, Developer has approved this Agreement and has duly authorized certain individuals to execute this Agreement on Developer's behalf.

STATEMENT OF AGREEMENT

In consideration of and in reliance upon the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound and in accordance with the Act, agree as follows:

SECTION 1. Recitals. The above recitals are true and correct and are a part of this Agreement.

SECTION 2. Incorporation of the Act. This Agreement is entered into in compliance with and under the authority of the Code and the Act, the terms of which as of the date of this Agreement are incorporated herein by this reference and made a part of this Agreement. Words used in this Agreement without definition that are defined in the Act shall have the same meaning in this Agreement as in the Act.

SECTION 3. Property Subject to this Agreement. The Property, as defined herein, is subject to this Agreement.

3.1 The Property currently has future land use map designations of Institutional, Preservation, Recreation/Open Space, Water/Drainage Feature, Commercial General and Residential Low and is zoned Institutional, Preservation, Open Space/Recreation, Commercial and Low Density Residential.

3.2 Developer has requested a future land use map amendment from Institutional (I), Preservation (P), Residential Low (RL), Commercial General (CG) and Water/Drainage Feature to Institutional (I), Water/Drainage Feature, Recreation/Open Space (R/OS) and Preservation (P) for those portions of the Property shown on the map of Proposed Future Land Use and Zoning Maps.

3.3 Developer has requested a zoning map amendment from Preservation (P), Commercial (C), Low Density Residential (LDR), Open Space/Recreation (OS/R), and Institutional (I) to Preservation (P), Institutional (I) and Open Space/Recreation (OS/R) for those portions of the Property shown on the map of Proposed Future Land Use and Zoning Maps.

3.4 The Property is owned by Developer as is evidenced by the deeds attached as Exhibit E.

3.5 The Property is generally located at 3400 Gulf-to-Bay Boulevard, Clearwater, Florida.

SECTION 4. Scope of Project

4.1 The Project shall consist of a campus Master Plan, including athletics, dormitory, classroom, parking and educational facilities as generally depicted on the Master Plan, as well as a Mitigation Plan for the Mitigation Plan Area.

4.2 The Project shall include 685 parking spaces, as shown on the Master Plan attached where 386 are existing today.

4.3 The proposed floor area ratio on the Master Plan Area shall not exceed .149 nonresidential area and the proposed density shall not exceed 750 dormitory beds where

over 768 would be permitted (using the multiplier of 3 beds per unit ("Residential Equivalent Use"). The proposed height of the Master Plan buildings, as defined in the Code, is a maximum of 50 feet. There is no proposed density on the Mitigation Plan Area.

4.4 The Project complies with the guidelines of the Metropolitan Planning Organization's (MPO) countywide approach and the City's approach in conducting the Traffic Impact Study (TIS). The TIS demonstrates that the adjacent roadway network does not degrade the acceptable level of service (LOS) as adopted in the City's Comprehensive Plan.

4.5 The Project shall include significant improvements to the wetlands and preservation areas adjacent to the Master Plan Area, as required by the state of Florida and the U.S. Army Corps of Engineers (USACOE). Such mitigation is known as the Mitigation Plan.

SECTION 5. Effective Date/Duration of this Agreement.

5.1 This Agreement shall not be effective until:

- 5.1.1 this Agreement is properly recorded in the public records of Pinellas County, Florida, and thirty (30) days have elapsed after having been received by the Department of Community Affairs pursuant to Florida Statutes Section 163.3239 and Code Section 4-606.G.2;
- 5.1.2 final approval and effectiveness of future land use map designations of Institutional (I), Recreation/Open Space (R/OS), Preservation (P) and Water/Drainage Feature on the Property;
- 5.1.3 final approval and effectiveness of zoning designations of Institutional (I), Open Space/Recreation (OS/R), and Preservation (P); and
- 5.1.4 final approval by the appropriate local, state and federal permitting agencies of the proposed jurisdictional line as shown on the Master Plan.

5.2 Within fourteen (14) days after the City approves the execution of this Agreement, the City shall record the Agreement with the Clerk of the Circuit Court for Pinellas County. The Developer shall pay the cost of such recording. The City shall submit to the Department of Community Affairs a copy of the recorded Agreement within fourteen (14) days after the Agreement is recorded. In the event that the contingencies described in Section 5.1.2, Section 5.1.3, and Section 5.1.4 above, are not satisfied within twelve (12) months from the date hereof, the City and Developer agree to execute and deliver a termination of this Agreement, recordable form, which shall be

recorded in the Public Records of Pinellas County, Florida at the expense of the Developer. Notwithstanding the foregoing, Developer may request an extension of time, via the Community Development Coordinator, for the completion of these contingencies for no more than twelve additional months.

5.3 This Agreement shall continue in effect until terminated, as defined herein, but for a period not to exceed twenty (20) years.

5.4 In the event the obligations under this Agreement as specified in Section 5.1 and 6.1.4 are not met, this Agreement shall terminate pursuant to section 10 of this Agreement.

SECTION 6. Obligations under this Agreement.

6.1 Obligations of the Developer

6.1.1 The obligations under this Agreement shall be binding upon and the benefits of this Agreement shall inure to the Developer, its successors in interests or assigns.

6.1.2 At the time of development of the Property, the Developer will submit such applications and documentation as are required by law and shall comply with the City's Code applicable at the time of building permit review.

6.1.3 The following restrictions shall apply to development of the Property:

6.1.3.1 The Property and improvements located thereon shall be developed in substantial conformance with the attached Master Plan. Any minor revisions or changes to the Master Plan shall be approved by the Community Development Coordinator as a minor modification, pursuant to the Code, including modifications made necessary by a change in the proposed wetlands jurisdictional line, provided such modifications are in accordance with the City's standards for development. Any modifications determined by the Community Development Director as either inconsistent or constituting a substantial deviation from the approved Master Plan shall require an amendment to this Agreement in accordance with the procedures of the Act and the Code, as necessary and applicable. Any and all such approved and adopted amendments shall be recorded in the public records of Pinellas County, Florida.

6.1.3.2 The Developer shall apply for development approval for each construction portion of the Master Plan pursuant to Article 4, Division 2 of the Code, as amended from time to time. Final approval for development of phases shall not occur until such approval is obtained. Approvals shall be consistent with the Master Plan and the Stormwater Narrative, as attached hereto as Exhibit G, including the requirement of section 3-907 of the City Code for an average 25 foot wetland buffer to proposed development. The parties agree the Master Plan meets this buffer requirement.

6.1.3.3 The Developer shall obtain appropriate development orders and shall thereafter timely obtain building permits and required certificates of occupancy in accordance with the approved development orders. Nothing herein shall restrict Developer from seeking an extension of these time frames pursuant to applicable provisions of the Code, Florida Statutes and of the Florida Building Code or from seeking an amendment to this Agreement.

6.1.3.4 The Developer shall be responsible for the following transportation obligations (collectively, "Transportation Obligations"):

(i) Dedication of a perpetual easement of approximately 1.01 acres for ingress and egress to the City/Pinellas County property adjacent to the Master Plan Area ("Coopers Point Nature Park"), as depicted on Exhibit F attached hereto and incorporated herein ("Coopers Point Access") and evidenced by a recorded, executed easement. Such easement shall be executed and recorded as a condition of and prior to any building permit for the relocation of Damascus Road, as shown on the Master Plan;

(ii) Construction of the Coopers Point Access pursuant to City Construction Standards, as defined by the City Engineer, in conjunction with the construction of the Master Plan;

6.1.3.5 The residential density shall be limited to 750 beds where 768 beds would be permitted in the Institutional land use category using the Residential Equivalent Use of 3 beds per dwelling unit and the Institutional density of 12.5 dwelling units per acre pursuant to the Pinellas Planning Council Countywide Rule.

6.1.3.6 The Developer shall implement a hurricane evacuation plan approved by the City of Clearwater in accordance with the Tampa Bay Regional Planning Council recommendations for evacuation of a student population and include in its published Safety Manual. All students, faculty and staff shall receive a copy of such plan at the beginning of each school semester. All dormitory construction shall meet Florida Building Code standards for construction in a Coastal High Hazard area and shall not compromise the flooding on the adjacent property.

6.1.3.7 In the event that the Florida Legislature, Pinellas County and/or the City enact a Mobility Fee requirement which supplements or supersedes the current Pinellas County countywide Traffic Impact Fee Ordinance, and the effective date of fee payment under said requirement occurs prior to issuance of Certificate of Occupancy, Developer shall pay the assessed amount under that Mobility Fee provision instead of, in accordance with that provision, the amount due under the current Ordinance.

6.1.3.8 Any exterior lighting for the areas on the Master Plan shown as athletic fields shall be consistent with the City Code for similar recreational facilities. All outdoor lighting shall be approved consistent with the approval process in section 6.1.5 and applicable state environmental guidelines.

6.1.4 The Developer shall be responsible for applying for, and seeking approval from the appropriate state and federal agencies for an approved mitigation plan in the Mitigation Plan Area. Such approvals shall be obtained prior to the issuance of land clearing and building permits. The preferred method of mitigation is the creation of a mitigation bank as approved by the appropriate state and federal authorities pursuant to Fla. Stat. sec. 373.4136, as amended. In the event that the appropriate local, state and federal authorities do not approve a mitigation bank, the Developer will seek appropriate mitigation measures for the proposed impact as specified by the State, via the Southwest Florida Water Management District (SWFWMD), and the U.S. Army Corps of Engineers (USACOE). These measures shall, at a minimum, meet those standards set forth in the Mitigation Plan, including the establishment of a Conservation Easement over the Mitigation Plan Area. The City shall rely on the approvals by SWFWMD and USACOE for approvals of such mitigation.

6.1.5 All improvements shall be constructed, if at all, pursuant to the Master Plan attached hereto. Any proposed development not in conjunction with the Master Plan shall require an amendment to this Agreement, subject to the limitations provided for in section 6.1.6. Notwithstanding the foregoing, in the event a proposed development within the Master Plan Area is reflected on the Master Plan and conforms to the minimum standard, flexible development standard or flexible standard provisions of the Code, the Developer shall seek approval for such development pursuant to the requirements set forth in Article 4, Division 3 or 4 of the Code without seeking an amendment to this Agreement.

6.1.6 It is understood by the parties that the proposed development and agency permitting process may result in changes to the proposed wetland jurisdictional boundary line as depicted on the Master Plan. In this event, and in the event that boundary line adjustment falls within the parameters for an Interpretation of District Boundaries under Community Development Code Section 1-108.B, Developer agrees to notify the City and the City agrees to promptly process such an administrative adjustment to properly reflect the final jurisdictional boundary line on the City's future land use map ("Administrative Boundary Change").

6.1.7 It is understood by City and Developer that bald eagle nesting activity has been documented during the 2010 nesting season. Developer shall obtain and maintain any approvals and permits necessary from the United States Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission ("FWC"), including any required FWC permit for the construction near an active eagle nest, regarding activities to be conducted on the Property and their effects upon bald eagle nesting and other activities, prior to the issuance of land clearing and building permits, and shall further obtain the approval of City's Engineering Department, Environmental Division or equivalent, including a determination that the activities are in accordance with the City's Comprehensive Plan and Community Development Code. Evidence of such permits and approvals shall be provided to the City. Activities shall conform to the requirements of the Bald and Golden Eagle Protection Act, 16 U.S.C. §§ 668-668c, and the Florida Bald

Eagle Management Program as incorporated in Florida Administrative Code Rule 68A-16.002, including any minimization efforts and conservation measures set forth herein.

6.2 Obligations of the City.

6.2.1 Concurrent with the approval of this Agreement, the City shall promptly process the submitted amendments to the future land use map and zoning designations for the Property as set forth in Sections 5.1.2 and 5.1.3 of this Agreement.

6.2.2 In the event that the approvals required by state and federal agencies for the purpose of setting the proposed jurisdictional line separating the Master Plan Area (and associated future land use map and zoning categories) from the Mitigation Area (and Preservation land use and zoning categories), sets the boundary of the Master Plan Area in a location not consistent with the Master Plan Area boundary attached hereto, the City agrees to the extent possible to seek an Administrative Boundary Change, pursuant to section 6.1.6 of this Agreement. Any amendment to the Master Plan to reduce the amount of parking or setbacks that may be required due to the location of the jurisdictional line shall not require an amendment to this Agreement so long as the Developer continues to meet the standards as required by Code. Nothing herein shall relieve the Developer of pursuing the necessary approvals for the amendment of an approved site plan pursuant to the Code as stated in section 6.1.5.

6.2.3 The City shall promptly process site and construction plan applications, when submitted, for the Property that are consistent with the Comprehensive Plan, the Master Plan, this Agreement and that meet the requirements of the Code.

6.2.4 The final implementation of the future land use map and zoning re-designations referenced in Section 6.2.1 is subject to:

6.2.4.1 The provisions of Chapters 163 and 166, Florida Statutes, as they may govern such amendments; and

6.2.4.2 The expiration of any appeal periods or, if an appeal is filed, the conclusion of such appeal.

6.2.5 The parties acknowledge that the Master Plan Area and Mitigation Area Plan constitute independent sites as shown on the approved Master Plan. Accordingly, Developer may transfer ownership of either Master Plan Area, in its entirety, or Mitigation Area, in its entirety, without the consent of the City as further described in Section 14 of this Agreement. It is the parties understanding that the Mitigation Plan Area will be transferred in fee simple upon completion of certain Mitigation Plan activities.

6.2.6 As Developer proceeds with phased development of the Master Plan, such development shall be subject to the requirements of Article 4, Division 3 or 4 of the Code as may be amended from time to time; however, City agrees that Developer shall not be

required to amend its approved Master Plan or this Agreement in order to obtain such approvals.

6.2.7 In conjunction with this Agreement, the City Council agrees to promptly process an ordinance vacating the Damascus Road Right of Way and the existing access easement, and replacing it with the Coopers Point Access. The City hereby acknowledges that Developer is relying on the City's vacation as described herein for the completion of the road network as shown on the Master Plan. The Developer acknowledges that the granting of such vacations is discretionary by the City Council.

SECTION 7. Public Facilities to Service Development. The following public facilities are presently available to the Property from the sources indicated below. Development of the Property will be governed by the concurrency ordinance provisions applicable at the time of development approval, unless otherwise provided by law. With respect to transportation and other public infrastructure and services subject to concurrency requirements, all applicable concurrency provisions for the proposed development have been met.

7.1 Potable water is available from the City. The Developer shall be responsible for all necessary main extensions and applicable connection fees.

7.2 Sewer service is currently provided by the City. The Developer shall be responsible for all necessary main extensions and applicable connection fees.

7.3 Fire protection from the City.

7.4 Drainage facilities for the Property will be provided by the Developer at the Developer's sole expense.

7.5 Transportation concurrency requirements have been met.

7.6 All improvements associated with the public facilities identified in Subsections 7.1 through 7.4 shall be completed prior to the issuance of any certificate of occupancy.

7.7 The Developer is responsible for the payment of any required impact fees, subject to any restrictions or credits included in this Agreement.

SECTION 8. Required Local Government Permits. The required local government development permits for development of the Property include, without limitation, the following:

8.1 Site plan approval(s) and associated utility licenses, access, and right-of-way utilization permits;

8.2 Construction plan approval(s);

8.3 Building permit(s); and

8.4 Certificate(s) of occupancy.

SECTION 9. Consistency. The City finds that development of the Property is consistent with the terms of this Agreement, is consistent with the City Comprehensive Plan and the Code.

SECTION 10. Termination.

10.1 If the Developer's obligations set forth in this Agreement are not followed in a timely manner, as reasonably determined by the City Manager, after notice to the Developer and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until the Developer has fulfilled its obligations. Failure to timely fulfill its obligations may serve as a basis for termination of this Agreement by the City, (in addition to the termination provisions of Section 5.2 hereof), at the discretion of the City and after notice to the Developer and an opportunity for the Developer to be heard.

10.2 In the event of termination pursuant to Section 10.1, or failure to meet the conditions described in section 5, above, the Property shall return to its current future land use map and zoning designations as prescribed in the Countywide Rules, section 5.1.4.3. This obligation survives the termination of the Agreement for the time necessary to accomplish the redesignations.

SECTION 11. Other Terms and Conditions.

11.1 Except in the case of termination, until twenty (20) years after the date of this Agreement, the Property shall not be subject to down-zoning, unit density reduction, or intensity reduction, unless the City has held a public hearing and determined:

11.1.1 That substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

11.1.2 This Agreement is based on substantially inaccurate information provided by the Developer; or

11.1.3 That the change is essential to the public health, safety, or welfare.

SECTION 12. Compliance with Law. The failure of this Agreement to address any particular permit, condition, term or restriction shall not relieve the Developer from the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.

SECTION 13. Notices. Notices and communications required or desired to be given under this Agreement shall be given to the parties by hand delivery, by

nationally recognized overnight courier service such as Federal Express, or by certified mail, return receipt requested, addressed as follows (copies as provided below shall be required for proper notice to be given):

If to the Developer: Clearwater Christian College Private School, Inc.
Attention: Randy Livingston
3400 Gulf to Bay Blvd.
Clearwater, FL 33759

With copy to: Katherine E. Cole, Esquire
Johnson, Pope, Bokor, Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, FL 33756

If to City: City of Clearwater, City Attorney
ATTN: Pamela Akin, Esquire
112 South Osceola Avenue
Clearwater, FL 33756

Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, or on the third (3rd) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

SECTION 14. ASSIGNMENTS.

14.1 **By the Developer.** The Developer may sell, convey, assign or otherwise dispose of any or all of its right, title, interest and obligations in and to the Master Plan Area, in its entirety, or the Mitigation Plan Area, partially or entirely, without the prior written notice to the City, provided that such party (hereinafter referred to as the "assignee"), to the extent of the sale, conveyance, assignment or other disposition by the Developer to the assignee, shall be bound by the terms of this Agreement the same as the Developer for such part of the Project as is subject to such sale, conveyance, assignment or other disposition and Developer shall be released from such obligations that have been assumed by the by the Assignee.

14.2 **Successors and Assigns.** The terms herein contained shall bind and inure to the benefit of the City, and its successors and assigns, and the Developer and, as applicable to the parties comprising Developer, their successors and assigns, except as may otherwise be specifically provided herein.

SECTION 15. Minor Non-Compliance. The Developer will not be deemed to have failed to comply with the terms of this Agreement in the event such non-

compliance, in the judgment of the City Manager, reasonably exercised, is of a minor or inconsequential nature.

SECTION 16. **Covenant of Cooperation.** The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Property.

SECTION 17. **Approvals.** Whenever an approval or consent is required under or contemplated by this Agreement such approval or consent shall not be unreasonably withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing.

SECTION 18. **Completion of Agreement.** Upon the completion of performance of this Agreement or its revocation or termination, a statement evidencing such completion, revocation or termination shall be signed by the parties hereto and recorded in the official records of the City.

SECTION 19. **Entire Agreement.** This Agreement (including any and all Exhibits attached hereto all of which are a part of this Agreement to the same extent as if such Exhibits were set forth in full in the body of this Agreement), constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof.

SECTION 20. **Construction.** The titles, captions and section numbers in this Agreement are inserted for convenient reference only and do not define or limit the scope or intent and should not be used in the interpretation of any section, subsection or provision of this Agreement. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this Agreement to the Developer includes the Developer's successors or assigns. This Agreement was the production of negotiations between representatives for the City and the Developer and the language of the Agreement should be given its plain and ordinary meaning and should not be strictly construed against any party hereto based upon draftsmanship. If any term or provision of this Agreement is susceptible to more than one interpretation, one or more of which render it valid and enforceable, and one or more of which would render it invalid or unenforceable, such term or provision shall be construed in a manner that would render it valid and enforceable.

SECTION 21. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party hereto are thereby limited, to the extent that the purpose of this Agreement or the

benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other parties.

SECTION 22. **Code Amendments.** Subsequently adopted ordinances and codes of the City which is of general application not governing the development of land shall be applicable to the Property, and such modifications are specifically anticipated in this Agreement.

SECTION 23. **Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to the conflict of laws principles of such state.

SECTION 24. **Counterparts.** This Agreement may be executed in counterparts, all of which together shall continue one and the same instrument.

SECTION 25. **Amendment.** This Agreement may be amended by mutual written consent of the City and the Developer so long as the amendment meets the requirements of the Act, applicable City ordinances, and Florida law.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the date and year first above written.

WITNESSES:

CLEARWATER CHRISTIAN COLLEGE
PRIVATE SCHOOL, INC., a Florida
non profit corporation

Deborah A. Edson
Printed Name: Deborah A. Edson

By: Richard Stratton
Richard Stratton
President

Beth A. Darby
Printed Name: Beth A. Darby

CITY OF CLEARWATER, FLORIDA

Ann Willis
Printed Name: Ann Willis

By: William B. Horne II Acting For:
William B. Horne II, City Manager

Sandra Harriger
Printed Name: Sandra Harriger

Attest: Cynthia H. Goudeau
Cynthia H. Goudeau, City Clerk

Counter signed: Frank V. Hibbard
Frank V. Hibbard, Mayor



Approved as to Form:
Leslie K. Dougal-Sides
Leslie K. Dougal-Sides
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 3 day of August, 2010, by Dr. Richard Stratton, as President of CLEARWATER CHRISTIAN COLLEGE PRIVATE SCHOOL, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



LYNN F. SMITH
MY COMMISSION # DD 728303
EXPIRES: February 18, 2012
Bonded This Budget Notary Service

Lynn F. Smith
Notary Public
Print Name: Lynn F. Smith

STATE OF FLORIDA
COUNTY OF PINELLAS

JILL SILVERBOARD, ACTING CITY MANAGER

The foregoing instrument was acknowledged before me this 6 day of August 2010, by WILLIAM B. HORNE, II, as City Manager of the City of Clearwater, Florida, who is personally known to me or who produced as identification.



DIANE E MANNI
MY COMMISSION # D0962018
EXPIRES March 08, 2014
Floridainotary@pr/ps.com

Diane E. Manni
Notary Public
Print Name: Diane E. Manni

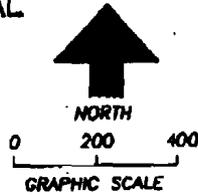
- Exhibit A Legal Descriptions of Master Plan Area and Mitigation Area
- Exhibit B Master Plan
- Exhibit C Narrative of Mitigation Plan
- Exhibit D Project Future Land Use and Zoning Maps
- Exhibit E Deeds
- Exhibit F Coopers Point Access
- Exhibit G Stormwater Narrative

047504.117851
#528038 v12 - CLEARWATER CHRISTIAN/clearwater DVA

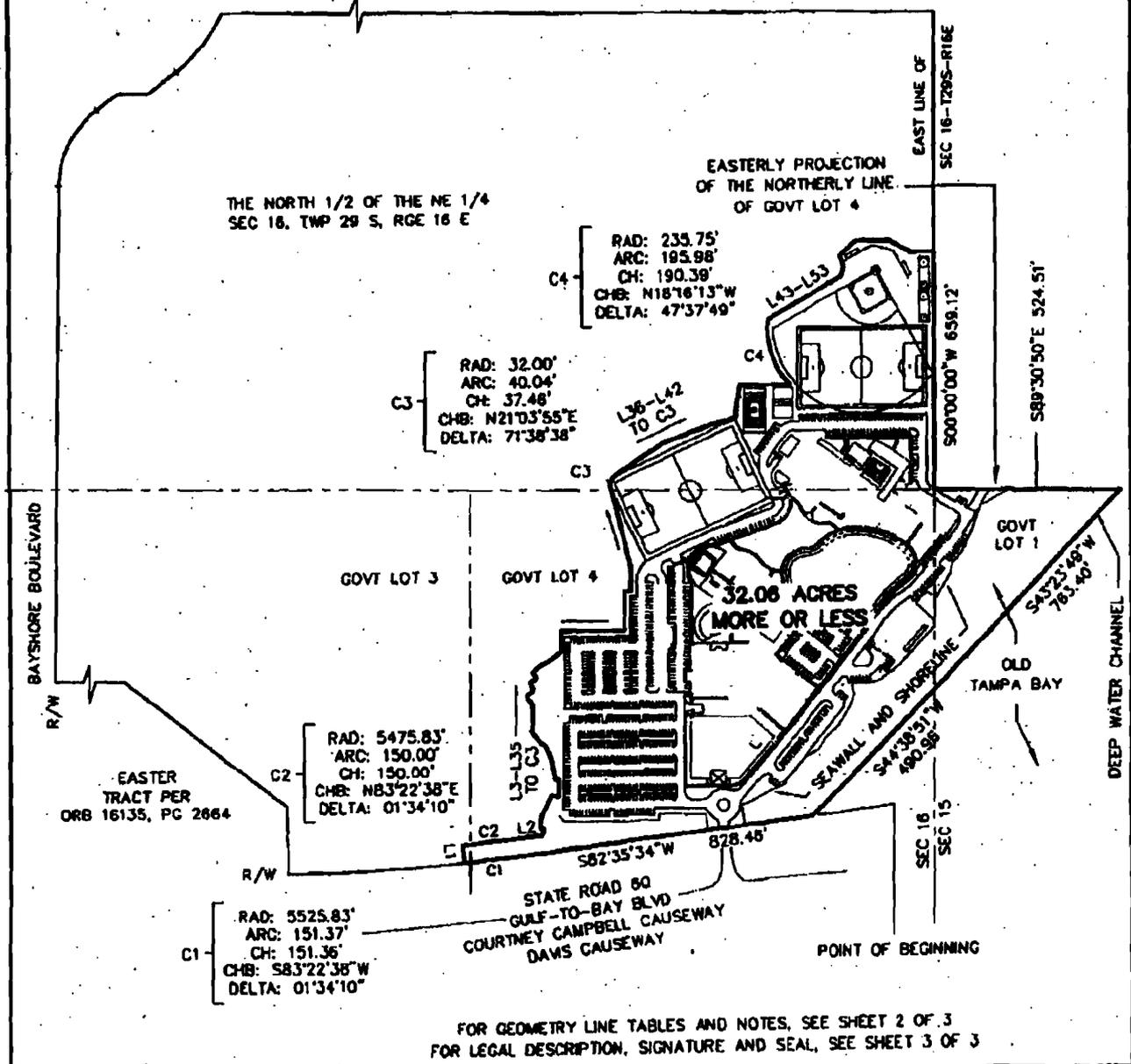
Master Plan Area
SKETCH AND LEGAL
DESCRIPTION

LEGEND/ABBREVIATIONS

LB = LICENSED BUSINESS
R/W = RIGHT OF WAY
PG/P = PAGE
ORB = OFFICIAL RECORDS BOOK



THIS SPACE RESERVED FOR
RECORDING INFORMATION



FOR GEOMETRY LINE TABLES AND NOTES, SEE SHEET 2 OF 3
FOR LEGAL DESCRIPTION, SIGNATURE AND SEAL, SEE SHEET 3 OF 3



LB #2232 #7565

WADE TRIM

A WADE TRIM COMPANY - CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
1410 LPGA Blvd., Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602

ZZ2229009M
RETAINED2.DWG

SKETCH & DESCRIPTION

DATE: JULY 12, 2010

SHEET 1 OF 3

1" = 400'

SKETCH AND LEGAL DESCRIPTION

THIS SPACE RESERVED FOR
RECORDING INFORMATION

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	N05°50'16"W
L2	75.89	N82°35'34"E
L3	17.60	N18°25'35"E
L4	11.75	N66°10'36"W
L5	36.90	N07°24'44"E
L6	34.57	N27°46'29"E
L7	26.14	N22°06'03"E
L8	21.03	S85°27'49"E
L9	47.05	N00°22'32"W
L10	10.17	N76°03'09"W
L11	49.43	N09°14'50"W
L12	49.13	N21°51'04"W
L13	15.55	N61°45'36"W
L14	36.76	N39°48'21"W
L15	38.04	N03°51'29"E
L16	39.77	N01°01'26"W
L17	22.62	N39°14'16"W
L18	6.68	N02°01'50"E
L19	21.83	N48°07'04"E
L20	23.22	N23°43'08"W
L21	17.13	N60°13'20"E
L22	10.05	N06°42'31"E
L23	13.11	N41°29'06"W
L24	25.74	N45°22'31"E
L25	23.82	N63°18'48"E
L26	49.94	N53°55'07"E
L27	56.85	N00°16'34"W
L28	180.68	N89°43'26"E
L29	107.99	N00°16'34"W
L30	17.99	N89°43'26"E
L31	68.66	N00°56'49"W
L32	71.74	N14°00'29"W
L33	67.82	N14°13'49"W
L34	56.35	N14°40'09"W
L35	33.98	N14°45'24"W
L36	156.14	N56°53'14"E
L37	62.82	N69°40'42"E
L38	14.89	N61°22'43"E
L39	82.57	N71°52'59"E

L40	53.45	N73°20'51"E
L41	89.41	N06°12'39"E
L42	139.90	N89°59'27"E
L43	98.98	N59°58'40"E
L44	36.67	N59°58'40"E
L45	39.40	N59°58'40"E
L46	62.41	N59°58'40"E
L47	25.85	N18°16'39"E
L48	33.69	N19°31'42"W
L49	53.28	N45°49'14"E
L50	26.81	N79°47'39"E
L51	74.24	S89°45'54"E
L52	67.91	S60°10'21"E
L53	67.11	S90°00'00"E

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS: ASSUMED, WITH THE NORTHERLY LINE OF STATE ROAD 60, AS SHOWN, BEING S82°35'34"W.
2. THERE MAY BE EASEMENTS AND OTHER ITEMS OF RECORD NOT SHOWN HEREON (NO TITLE WORK FURNISHED).
3. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.
4. THIS IS NOT A BOUNDARY SURVEY.



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SKETCH & DESCRIPTION

DATE: JULY 12, 2010

SHEET 2 OF 3

KJK

SKETCH AND LEGAL DESCRIPTION

THIS SPACE RESERVED FOR
RECORDING INFORMATION

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN GOVERNMENT LOT 1, SECTION 15, TOWNSHIP 29 SOUTH, RANGE 18 EAST AND GOVERNMENT LOTS 3 AND 4, SECTION 16, TOWNSHIP 29 SOUTH, RANGE 18 EAST, AND THE NORTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY MOST CORNER OF THE CLEARWATER CHRISTIAN COLLEGE CAMPUS LANDS, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 60 (ALSO KNOWN AS GULF-TO-BAY BOULEVARD, COURTNEY CAMPBELL CAUSEWAY AND DAVIS CAUSEWAY) FOR A POINT OF BEGINNING;

THENCE S82°35'34"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 828.46 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5325.83 FEET, AN ARC LENGTH OF 161.37 FEET, A CENTRAL ANGLE OF 01°34'10", A CHORD BEARING OF S83°22'30"W AND A CHORD DISTANCE OF 161.36 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N05°50'16"W ALONG SAID LINE FOR A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5476.83 FEET, AN ARC LENGTH OF 150.00 FEET, A CENTRAL ANGLE OF 01°34'10", A CHORD BEARING OF N83°22'30"E AND A CHORD DISTANCE OF 150.00 FEET TO A POINT OF TANGENCY; THENCE N82°36'34"E FOR A DISTANCE OF 75.89 FEET; THENCE N18°25'36"E FOR A DISTANCE OF 17.80 FEET; THENCE N88°10'36"W FOR A DISTANCE OF 11.75 FEET; THENCE N07°24'44"E FOR A DISTANCE OF 36.90 FEET; THENCE N27°46'29"E FOR A DISTANCE OF 34.57 FEET; THENCE N22°06'03"E FOR A DISTANCE OF 28.14 FEET; THENCE S85°27'49"E FOR A DISTANCE OF 21.03 FEET; THENCE N00°22'32"W FOR A DISTANCE OF 47.05 FEET; THENCE N78°03'08"W FOR A DISTANCE OF 10.17 FEET; THENCE N09°14'50"W FOR A DISTANCE OF 49.43 FEET; THENCE N21°51'04"W FOR A DISTANCE OF 49.13 FEET; THENCE N81°49'36"W FOR A DISTANCE OF 16.55 FEET; THENCE N39°48'21"W FOR A DISTANCE OF 38.76 FEET; THENCE N03°51'29"E FOR A DISTANCE OF 38.04 FEET; THENCE N01°01'26"W FOR A DISTANCE OF 39.77 FEET; THENCE N39°14'16"W FOR A DISTANCE OF 22.62 FEET; THENCE N02°01'50"E FOR A DISTANCE OF 8.88 FEET; THENCE N48°07'04"E FOR A DISTANCE OF 21.83 FEET; THENCE N23°43'08"W FOR A DISTANCE OF 23.22 FEET; THENCE N80°13'20"E FOR A DISTANCE OF 17.15 FEET; THENCE N06°42'31"E FOR A DISTANCE OF 10.05 FEET; THENCE N41°29'08"W FOR A DISTANCE OF 13.11 FEET; THENCE N45°22'31"E FOR A DISTANCE OF 28.74 FEET; THENCE N83°18'48"E FOR A DISTANCE OF 23.82 FEET; THENCE N53°58'07"E FOR A DISTANCE OF 49.94 FEET; THENCE N00°16'34"W FOR A DISTANCE OF 107.99 FEET; THENCE N89°43'28"E FOR A DISTANCE OF 180.88 FEET; THENCE N00°16'34"W FOR A DISTANCE OF 107.99 FEET; THENCE N89°43'28"E FOR A DISTANCE OF 17.99 FEET; THENCE N00°56'49"W FOR A DISTANCE OF 68.86 FEET; THENCE N14°00'29"W FOR A DISTANCE OF 71.74 FEET; THENCE N14°13'49"W FOR A DISTANCE OF 87.82 FEET; THENCE N14°40'09"W FOR A DISTANCE OF 58.35 FEET; THENCE N14°45'24"W FOR A DISTANCE OF 33.98 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 32.00 FEET, AN ARC LENGTH OF 40.04 FEET, A CENTRAL ANGLE OF 71°38'38", A CHORD BEARING OF N21°09'56"E AND A CHORD DISTANCE OF 37.46 FEET TO A POINT OF TANGENCY; THENCE N56°53'14"E FOR A DISTANCE OF 156.14 FEET; THENCE N89°40'42"E FOR A DISTANCE OF 62.82 FEET; THENCE N81°22'43"E FOR A DISTANCE OF 14.89 FEET; THENCE N71°52'59"E FOR A DISTANCE OF 62.57 FEET; THENCE N73°20'51"E FOR A DISTANCE OF 53.45 FEET; THENCE N06°12'39"E FOR A DISTANCE OF 69.41 FEET; THENCE N89°59'27"E FOR A DISTANCE OF 139.90 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 238.78 FEET, AN ARC LENGTH OF 195.98 FEET, A CENTRAL ANGLE OF 47°37'49", A CHORD BEARING OF N18°18'13"W AND A CHORD DISTANCE OF 180.39 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE N59°58'40"E FOR A DISTANCE OF 98.98 FEET; THENCE N69°58'40"E FOR A DISTANCE OF 38.67 FEET; THENCE N69°58'40"E FOR A DISTANCE OF 38.40 FEET; THENCE N59°58'40"E FOR A DISTANCE OF 62.41 FEET; THENCE N18°18'39"E FOR A DISTANCE OF 26.85 FEET; THENCE N19°31'42"W FOR A DISTANCE OF 33.89 FEET; THENCE N45°49'14"E FOR A DISTANCE OF 63.28 FEET; THENCE N78°47'39"E FOR A DISTANCE OF 26.81 FEET; THENCE S89°48'54"E FOR A DISTANCE OF 74.24 FEET; THENCE S90°10'21"E FOR A DISTANCE OF 67.91 FEET; THENCE S90°00'00"E FOR A DISTANCE OF 67.11 FEET TO THE EAST LINE OF SAID SECTION 16, TOWNSHIP 29 SOUTH, RANGE 18 EAST; THENCE S00°00'00"W ALONG SAID SECTION LINE FOR A DISTANCE OF 659.12 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE DEPARTING SAID SECTION LINE S89°30'50"E ALONG THE EASTERLY PROJECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 4 FOR A DISTANCE OF 924.51 FEET TO THE DEEP WATER CHANNEL OF TAMPA BAY; THENCE DEPARTING SAID EASTERLY PROJECTION ALONG SAID CHANNEL THE FOLLOWING TWO (2) COURSES; 1) THENCE S43°23'49"W FOR A DISTANCE OF 783.40 FEET; 2) THENCE S44°38'51"W FOR A DISTANCE OF 480.98 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 32.06 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE.


KENNETH J. KUHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #2232 #7565

WADE TRIM

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602

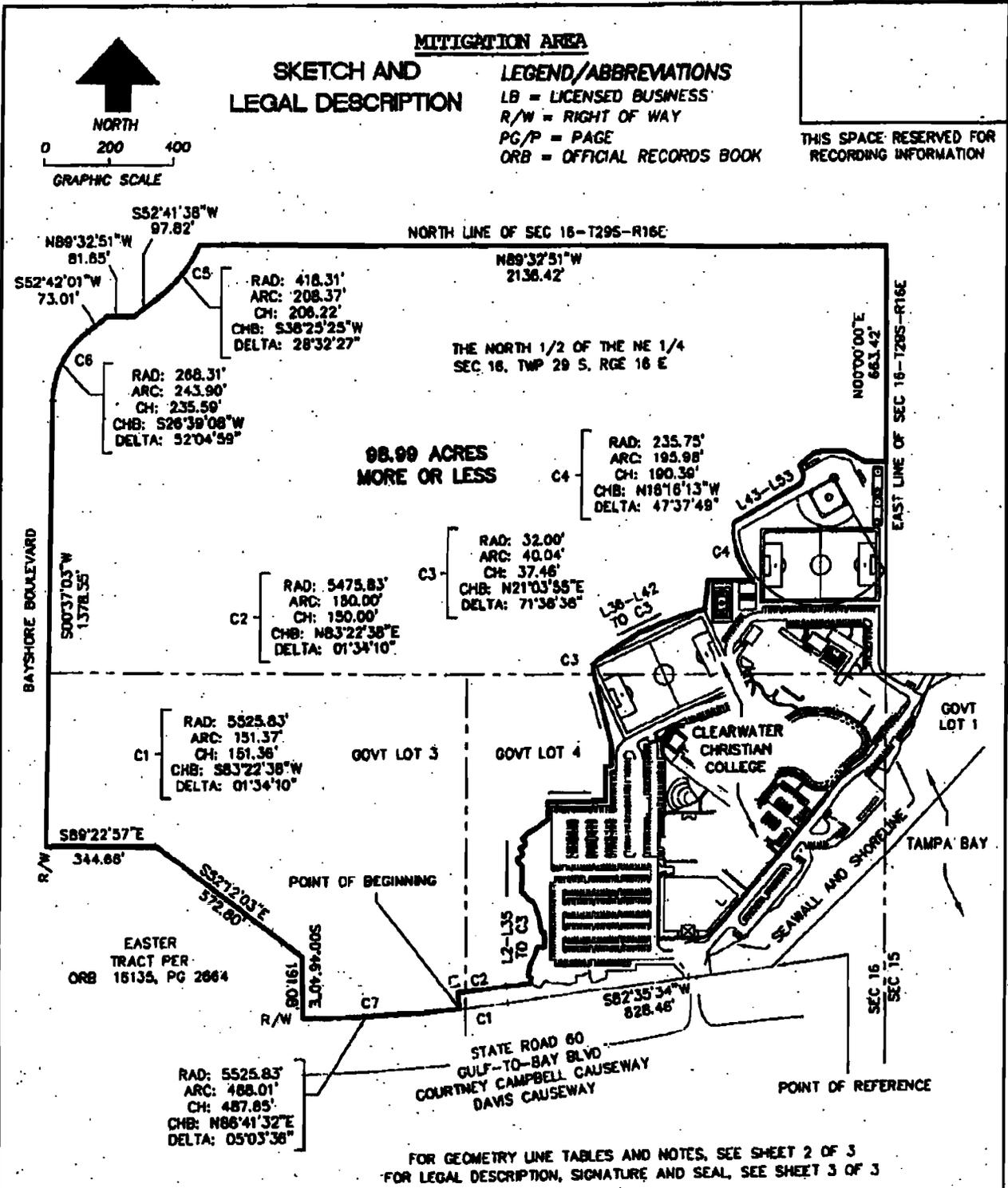
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SKETCH & DESCRIPTION

DATE: JULY 12, 2010

SHEET 3 OF 3

KJK



 WADE TRIM A WADE TRIM COMPANY - CIVIL ENGINEERING & LAND SURVEYING SINCE 1978 1410 LPCA Blvd., Suite 148, Daytona Beach, FL 32117 Phone: 386-274-1600 Fax: 386-274-1602	SKETCH & DESCRIPTION	
	DATE: JULY 7, 2010	
	OVERALL LESSX.DWG SHEET 1 OF 3	1" = 400'

SKETCH AND LEGAL DESCRIPTION

THIS SPACE RESERVED FOR
RECORDING INFORMATION

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	N05°50'16"V
L2	75.89	N82°35'34"E
L3	17.60	N18°25'35"E
L4	11.75	N66°10'36"V
L5	36.90	N07°24'44"E
L6	34.57	N27°46'29"E
L7	26.14	N22°06'03"E
L8	21.03	S85°27'49"E
L9	47.05	N00°22'32"W
L10	10.17	N76°03'09"V
L11	49.43	N09°14'30"V
L12	49.13	N21°51'04"V
L13	15.55	N61°45'36"V
L14	36.76	N39°48'21"V
L15	38.04	N03°51'29"E
L16	39.77	N01°01'26"V
L17	22.62	N39°14'16"V
L18	6.68	N02°01'50"E
L19	21.03	N48°07'04"E
L20	23.22	N23°43'08"V
L21	17.15	N60°13'20"E
L22	10.05	N06°42'31"E
L23	13.11	N41°29'06"V
L24	25.74	N45°22'31"E
L25	23.02	N63°18'48"E
L26	49.94	N53°55'07"E
L27	56.85	N00°16'34"V
L28	180.69	N89°43'26"E
L29	107.99	N00°16'34"V
L30	17.99	N89°43'26"E
L31	68.66	N00°56'49"V
L32	71.74	N14°00'29"V
L33	67.82	N14°13'49"V
L34	56.35	S14°40'09"E
L35	33.98	S14°45'24"E
L36	156.14	S56°53'14"V
L37	62.82	S69°40'42"V
L38	14.89	S61°22'43"V
L39	82.57	S71°52'59"V

L40	53.45	S73°20'51"V
L41	89.41	S06°12'39"V
L42	139.90	N89°59'27"E
L43	98.98	N59°58'40"E
L44	36.67	N59°58'40"E
L45	39.40	N59°58'40"E
L46	62.41	N59°58'40"E
L47	25.85	N18°16'39"E
L48	33.69	N19°31'42"V
L49	53.28	N45°49'14"E
L50	26.81	N79°47'39"E
L51	74.24	S89°45'54"E
L52	67.91	S60°10'21"E
L53	67.11	S90°00'00"E

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS: ASSUMED, WITH THE NORTHERLY LINE OF STATE ROAD 60, AS SHOWN, BEING S82°35'34"W.
2. THERE MAY BE EASEMENTS AND OTHER ITEMS OF RECORD NOT SHOWN HEREON (NO TITLE WORK FURNISHED).
3. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.
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Phone: 386-274-1600 Fax: 386-274-1602

SKETCH & DESCRIPTION

DATE: JULY 7, 2010

SHEET 2 OF 3

KJK

SKETCH AND LEGAL DESCRIPTION

THIS SPACE RESERVED FOR
RECORDING INFORMATION

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN GOVERNMENT LOTS 3 AND 4, SECTION 16, TOWNSHIP 29 SOUTH, RANGE 18 EAST, AND THE NORTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY MOST CORNER OF THE CLEARWATER CHRISTIAN COLLEGE CAMPUS LANDS, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 60 (ALSO KNOWN AS GULF-TO-BAY BOULEVARD, COURTNEY CAMPBELL CAUSEWAY AND DAVIS CAUSEWAY) FOR A POINT OF REFERENCE; THENCE S82°36'34"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 828.48 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5525.83 FEET, AN ARC LENGTH OF 151.37 FEET, A CENTRAL ANGLE OF 01°34'10"; A CHORD BEARING OF S83°22'38"W AND A CHORD DISTANCE OF 151.36 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N05°50'16"W FOR A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5478.83 FEET, AN ARC LENGTH OF 150.00 FEET, A CENTRAL ANGLE OF 01°34'10"; A CHORD BEARING OF N83°22'38"E AND A CHORD DISTANCE OF 150.00 FEET TO A POINT OF TANGENCY; THENCE N82°35'34"E FOR A DISTANCE OF 75.00 FEET; THENCE N18°25'36"E FOR A DISTANCE OF 17.60 FEET; THENCE N86°10'36"W FOR A DISTANCE OF 11.75 FEET; THENCE N07°24'44"E FOR A DISTANCE OF 38.90 FEET; THENCE N27°46'29"E FOR A DISTANCE OF 34.57 FEET; THENCE N22°06'03"E FOR A DISTANCE OF 26.14 FEET; THENCE S85°27'49"E FOR A DISTANCE OF 21.03 FEET; THENCE N00°22'32"W FOR A DISTANCE OF 47.05 FEET; THENCE N78°03'09"W FOR A DISTANCE OF 10.17 FEET; THENCE N08°14'50"W FOR A DISTANCE OF 49.43 FEET; THENCE N21°51'04"W FOR A DISTANCE OF 49.13 FEET; THENCE N61°45'36"W FOR A DISTANCE OF 15.55 FEET; THENCE N38°46'21"W FOR A DISTANCE OF 38.78 FEET; THENCE N03°51'29"E FOR A DISTANCE OF 38.04 FEET; THENCE N01°01'28"W FOR A DISTANCE OF 39.77 FEET; THENCE N30°14'18"W FOR A DISTANCE OF 22.82 FEET; THENCE N02°01'50"E FOR A DISTANCE OF 6.88 FEET; THENCE N48°07'04"E FOR A DISTANCE OF 21.83 FEET; THENCE N23°43'08"W FOR A DISTANCE OF 23.22 FEET; THENCE N80°13'20"E FOR A DISTANCE OF 17.18 FEET; THENCE N08°42'31"E FOR A DISTANCE OF 10.05 FEET; THENCE N41°29'08"W FOR A DISTANCE OF 13.11 FEET; THENCE N40°22'31"E FOR A DISTANCE OF 28.74 FEET; THENCE N63°18'48"E FOR A DISTANCE OF 23.82 FEET; THENCE N53°55'07"E FOR A DISTANCE OF 48.84 FEET; THENCE N07°16'34"W FOR A DISTANCE OF 58.85 FEET; THENCE N08°43'28"E FOR A DISTANCE OF 180.68 FEET; THENCE N00°16'34"W FOR A DISTANCE OF 107.99 FEET; THENCE N89°43'26"E FOR A DISTANCE OF 17.99 FEET; THENCE N00°58'49"W FOR A DISTANCE OF 88.89 FEET; THENCE N14°00'29"W FOR A DISTANCE OF 71.74 FEET; THENCE N14°13'48"W FOR A DISTANCE OF 67.82 FEET; THENCE N14°40'09"W FOR A DISTANCE OF 58.35 FEET; THENCE N14°45'24"W FOR A DISTANCE OF 33.88 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 32.00 FEET, AN ARC LENGTH OF 40.04 FEET, A CENTRAL ANGLE OF 71°36'36"; A CHORD BEARING OF N21°03'59"E AND A CHORD DISTANCE OF 37.46 FEET TO A POINT OF TANGENCY; THENCE N58°53'14"E FOR A DISTANCE OF 158.14 FEET; THENCE N69°40'42"E FOR A DISTANCE OF 82.82 FEET; THENCE N81°22'43"E FOR A DISTANCE OF 14.89 FEET; THENCE N77°52'56"E FOR A DISTANCE OF 82.57 FEET; THENCE N73°20'51"E FOR A DISTANCE OF 33.45 FEET; THENCE N08°12'39"E FOR A DISTANCE OF 89.41 FEET; THENCE N89°59'27"E FOR A DISTANCE OF 138.90 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 235.75 FEET, AN ARC LENGTH OF 193.98 FEET, A CENTRAL ANGLE OF 47°37'49"; A CHORD BEARING OF N18°16'13"W AND A CHORD DISTANCE OF 180.39 FEET TO A NON-TANGENT CURVE; THENCE DEPARTING SAID CURVE N36°58'40"E FOR A DISTANCE OF 88.88 FEET; THENCE N58°58'40"E FOR A DISTANCE OF 38.67 FEET; THENCE N58°58'40"E FOR A DISTANCE OF 38.40 FEET; THENCE N58°58'40"E FOR A DISTANCE OF 82.41 FEET; THENCE N18°16'38"E FOR A DISTANCE OF 35.85 FEET; THENCE N19°31'42"W FOR A DISTANCE OF 33.69 FEET; THENCE N49°48'14"E FOR A DISTANCE OF 53.28 FEET; THENCE N79°47'39"E FOR A DISTANCE OF 28.81 FEET; THENCE S88°45'34"E FOR A DISTANCE OF 74.24 FEET; THENCE S00°10'21"E FOR A DISTANCE OF 87.91 FEET; THENCE S00°00'00"E FOR A DISTANCE OF 67.11 FEET TO THE EAST LINE OF SAID SECTION 16, TOWNSHIP 29 SOUTH, RANGE 18 EAST; THENCE N00°00'00"E ALONG SAID SECTION LINE FOR A DISTANCE OF 883.42 FEET TO THE NORTH LINE OF SAID SECTION 16; THENCE DEPARTING SAID EAST LINE ALONG SAID NORTH LINE N89°32'51"W FOR A DISTANCE OF 2138.42 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 418.31 FEET, AN ARC LENGTH OF 208.37 FEET, A CENTRAL ANGLE OF 28°32'27"; A CHORD BEARING OF S38°25'25"W AND A CHORD DISTANCE OF 208.22 FEET TO A POINT OF TANGENCY; THENCE S52°41'38"W FOR A DISTANCE OF 97.82 FEET; THENCE N89°32'51"W FOR A DISTANCE OF 81.85 FEET; TO THE EASTERLY RIGHT-OF-WAY LINE OF BAYSHORE BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE S52°42'01"W FOR A DISTANCE OF 73.01 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 268.31 FEET, AN ARC LENGTH OF 243.90 FEET, A CENTRAL ANGLE OF 52°04'59"; A CHORD BEARING OF S28°38'08"W AND A CHORD DISTANCE OF 235.59 FEET TO A POINT OF TANGENCY; THENCE S00°37'03"W FOR A DISTANCE OF 1378.55 FEET TO THE NORTHERLY LINE OF LANDS KNOWN AS THE EASTER TRACT, PER OFFICIAL RECORDS BOOK 18135, PAGE 2864 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE S89°22'57"E ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 344.66 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID EASTER TRACT S82°12'03"E FOR A DISTANCE OF 572.80 FEET; THENCE S00°46'46"E FOR A DISTANCE OF 191.08 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED STATE ROAD 60 AND A NON-TANGENT CURVE; THENCE DEPARTING SAID EASTER TRACT BOUNDARY LINE, ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 5525.83 FEET, AN ARC LENGTH OF 488.01 FEET, A CENTRAL ANGLE OF 05°03'38"; A CHORD BEARING OF N88°41'32"E AND A CHORD DISTANCE OF 487.85 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 88.98 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE.

Kenneth J. Kuhar
KENNETH J. KUHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105

 LB #2232 #7565	WADE TRIM CIVIL ENGINEERING & LAND SURVEYING SINCE 1976 1410 LPGA Blvd., Suite 148, Daytona Beach, FL 32117 Phone: 386-274-1600 Fax: 386-274-1602	SKETCH & DESCRIPTION
		DATE: JULY 7, 2010
		SHEET 3 OF 3 KJK

Exhibit "C"
Mitigation Plan

Developer agrees to mitigate the impact of the development that may occur in the areas formerly classified as Preservation on the City's future land use map and now classified as Institutional pursuant to this Agreement, state and federal permitting agency requirements. Developer shall:

1. Upgrade entire site's stormwater facilities within the Master Plan Area. These upgrades will include but are not limited to:

- Providing water quality treatment for several parts of the campus that discharge untreated stormwater directly into the surrounding mangroves and Tampa Bay;
- Improve the effectiveness of the existing wet treatment pond adjacent to Cathcart Hall by eliminating its ability to commingle stormwater runoff with daily tidal inflows/discharges; and
- Eliminate frequent nuisance flooding within some of the parking area, classroom and administration buildings.

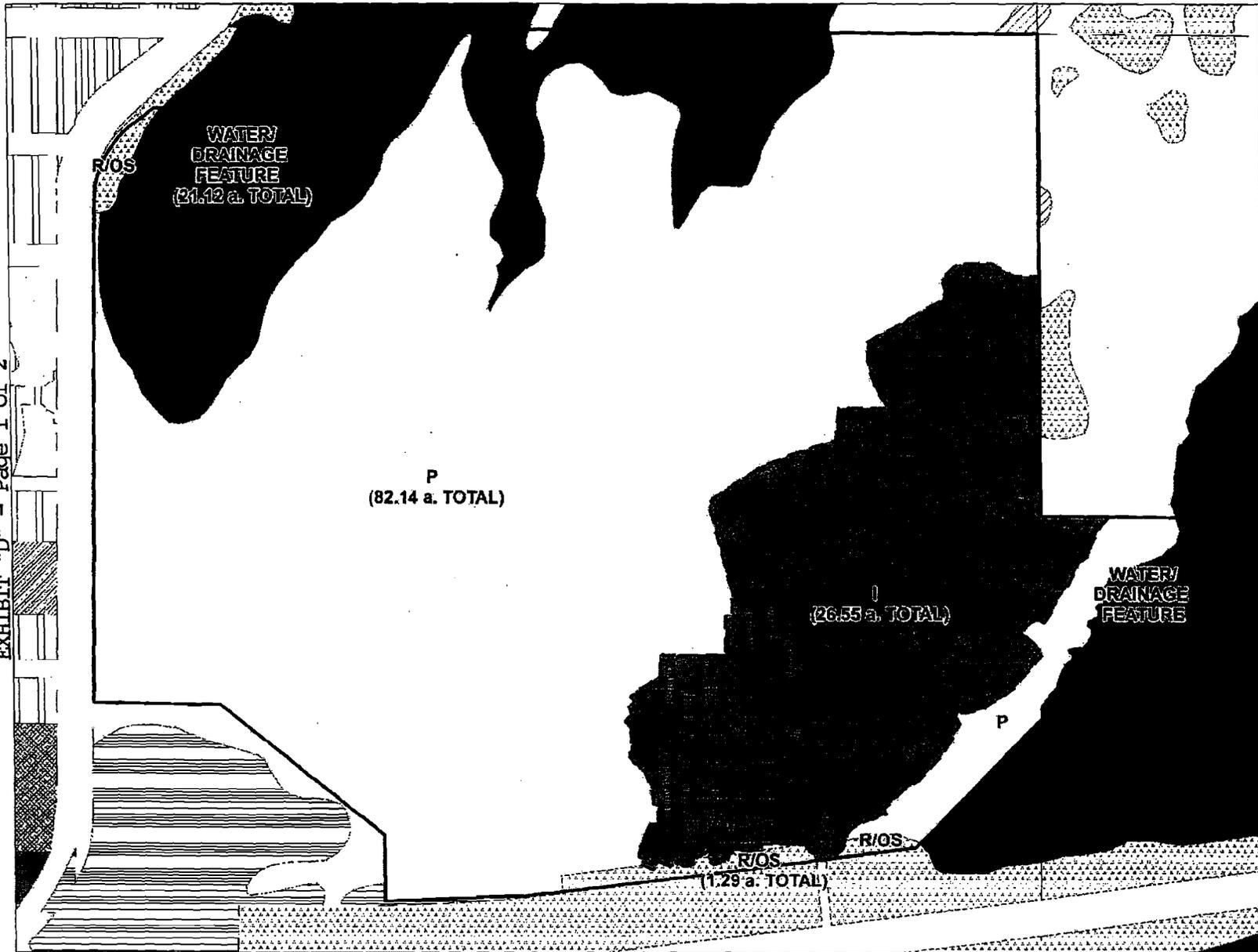
2. Make application to Southwest Florida Water Management District (SWFWMD) and U.S. Army Corps of Engineers (USACOE) for approval of the Mitigation Bank within 60 days of final approval by the City of this Agreement. The proposed Mitigation Bank will result in an approved wetland mitigation area in the Tampa Bay area water basin. The credits will be derived not from the creation of new mangrove area where none currently exists, but restoration of existing mangrove habitat that, depending on location, is moderately to severely-impacted by sedimentation, mosquito ditch dredging and spoiling, and loss of adequate daily tidal flow from Tampa Bay and Coopers Bayou. The restoration effort will focus on improving flows through the mangrove by upgrading the culverts under Damascus Road, removing sediment and muck, and sculpting the sides and bottoms of select mosquito ditches, creating a branching system of tidal creeks that improves ambient water quality and ecological habitat. Secondary effects of the branching creek system will occur through improved daily tidal exchange in Coopers Bayou, partially restoring the natural tidal exchange characteristics that existed before the construction of the Courtney Campbell Causeway; and improving the flow characteristics within the mangrove by demucking, widening and creating a branching tidal creek system within the mangroves. The Mitigation Bank shall be approved in accordance with Fla. Stat. 373.4136 et. seq., as amended; and Rule 62-342, F.A.C. The City shall rely on SWFWMD and USACOE to finalize the appropriate mitigation strategies necessary to achieve the maximum mitigation within the Mitigation Area. An appropriate number of credits would be used to compensate for wetlands impacts associated with the Developer site improvements.

3. Place a conservation easement over the Mitigation Area, in conjunction with city, state and federal permitting. In the event the state and federal agencies approve the Mitigation Bank, upon exhaustion of all mitigation credits created by the Mitigation Bank, Developer shall actively seek to transfer the Mitigation Area to the City, or, in the

event the City does not wish to take ownership of the Mitigation Area, to another government or conservation organization, in fee simple, for the purpose of expanding the Coopers Point Nature Park recreation area (subject to approval of the USACOE and SWFWMD).

4. In the event the state and federal agencies do not approve the Mitigation Bank, or, in the event approves the Mitigation Bank but does not rate the proposed restoration adequately high, limiting the number of credits available for purchase to the extent that the Mitigation Bank is not financially viable, Developer agrees to proceed with individual mitigation projects, as permitted by the State. Such activities may include:

- a) Upgrading the existing culverts under Damascus Road to improve daily tidal flows through the existing mangrove;
- b) Removing muck from select mosquito ditches within the existing mangrove to improve tidal flow and/or ecological habitat;
- c) Removing sediment and muck along an alignment of select mosquito ditches to simulate a branching system that improves tidal flow and ecological habitat. Secondary effects of a branching tidal creek system will improve daily tidal exchange in Coopers Bayou and partially restore its natural hydrologic characteristics.
- d) Improving campus drainage facilities and eliminating discharge of untreated stormwater runoff to Tampa Bay.

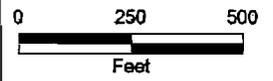
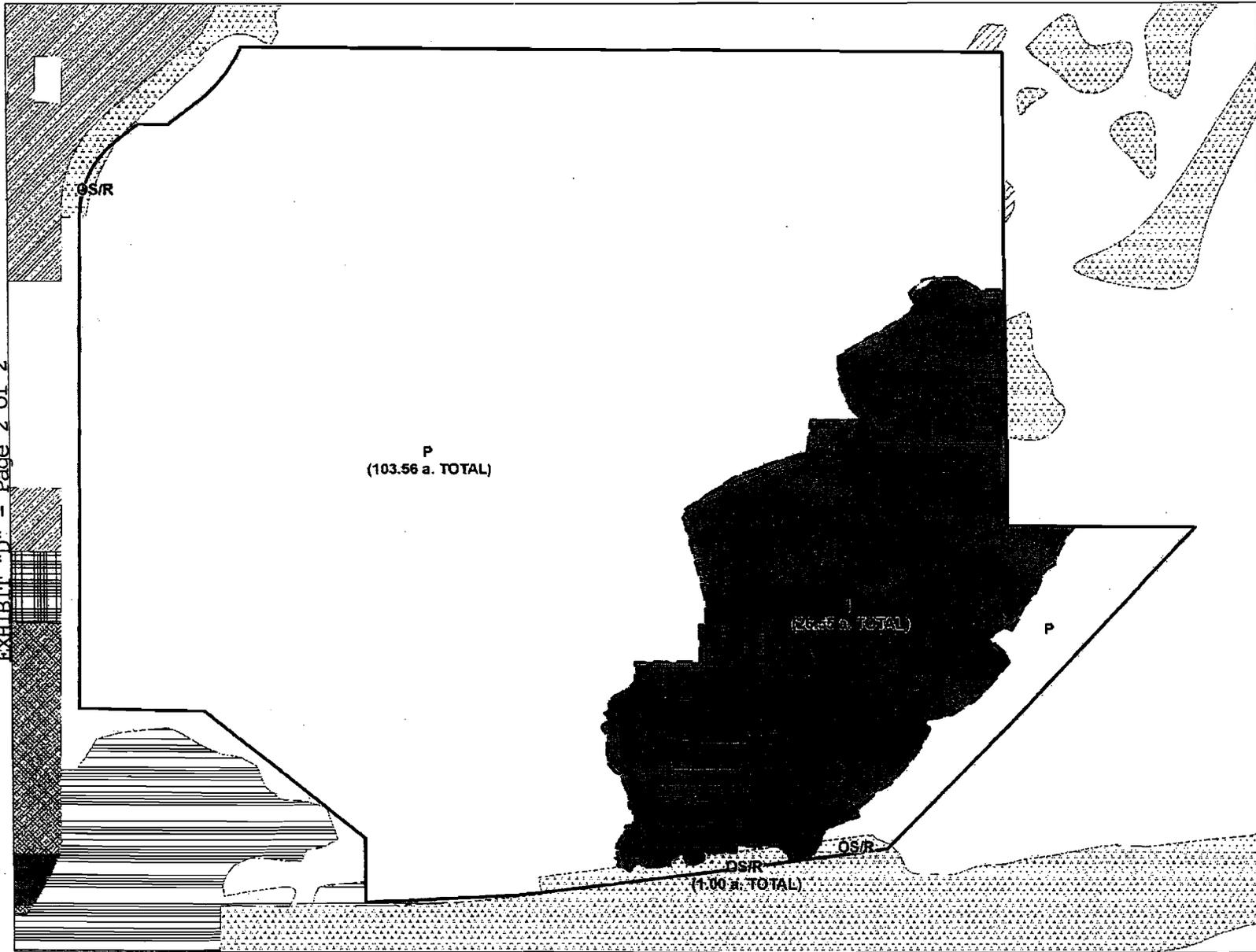


**PROPOSED CAMPUS
FUTURE LAND USE**

- Proposed Campus
- ▭ Proposed Institutional
- ▭ Clearwater Christian College
- Future Land Use Category
- ▨ Residential Low
- ▨ Residential Low Medium
- ▨ Residential Medium
- ▨ Residential Urban
- ▨ Commercial General
- ▨ Preservation
- ▨ Recreation/Open Space
- ▨ Institutional
- ▨ Water

July 13, 2010
Produced By





PROPOSED CAMPUS ZONING

- Proposed Campus
- ▨ Proposed Institutional
- Clearwater Christian College
- Zoning Districts**
- ▨ Low Density Residential District
- ▨ Low Medium Density Residential District
- ▨ Medium Density Residential District
- ▨ Medium High Density Residential District
- ▨ Mobile Home Park
- ▨ Commercial District
- ▨ Institutional District
- ▨ Open Space/Recreation District
- ▨ Preservation District

July 13, 2010
Produced By

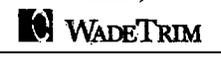


Exhibit E

Deeds

(All recorded in the Public Records of Pinellas County, Florida)

1. O.R. Book 2356, Page 748
2. O.R. Book 4248, Page 1055
3. O.R. Book 4248, Page 1059
4. O.R. Book 2465, Page 102
5. O.R. Book 10311, Page 1231
6. O.R. Book 10778, Page 1420
7. O.R. Book 10214, Page 919
8. Deed to Easterland Properties, LLC, OR Book 16135, Page 2664

AL 4248 NR1056

And the said Parties of the First Part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

Signed, sealed and delivered in the presence of:

James D. Blain
Philip A. Bucy

Dwain B. Smith, II (SEAL)
DWIN B. SMITH, II

Linda B. Smith (SEAL)
LINDA B. SMITH

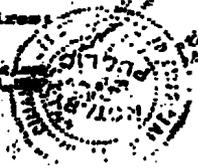
STATE OF FLORIDA)
COUNTY OF PINELLAS) ss..

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DWAIN B. SMITH, II, joined by his wife, LINDA B. SMITH, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of December, 1974.

James D. Blain
NOTARY PUBLIC
My Commission Expires

Notary Public, State of Florida
My Commission Expires



Notary Public Approved by
JOHN T. ALLEN, JR.
Attorney-at-Law
4428 Central Avenue
St. Petersburg, FL 33711

111
48.43
186.10

75001946

A-4248 REC1059

ADMINISTRATOR'S DEED

THIS INDENTURE, executed this 17th day of December, 1974, between **DERRIN B. SMITH, II**, Administrator of the Estate of **Derrin B. Smith, Deceased**, Party of the First Part, and **CONSERVATIVE CHRISTIAN PRIVATE SCHOOLS, INC.**, a Florida corporation, as Party of the Second Part, whose address is 3400 Gulf to Bay Boulevard, Clearwater, Pinellas County, Florida, 33519.

W I T N E S S E T H:

Party of the First Part, pursuant to order of the Circuit Court of Pinellas County, Florida, dated the 16th day of December, 1974, and in consideration of the premises in the sum of TEN and NO/100 (\$10.00) DOLLARS and other good and valuable considerations in hand paid, grants, bargains, sells, aliens, premises, releases, conveys and confirms to the Party of the Second Part, and to its assigns forever, that certain real property situate in Pinellas County, Florida, more particularly described as follows:

This instrument recorded by JOHN T. ALLEN, JR. Attorney at Law 4300 Central Avenue St. Petersburg, FL 33713

Part of Government Lot 4 in the NE 1/4 of the NE 1/4 of Section 16, Township 29 S, Range 16 E, City of Clearwater, Pinellas County, Florida, being described as follows:

Start at the SE corner of the NE 1/4 of the NE 1/4 of Section 16-29-16 and go N 00° 02' 42" E, 719.33' along the east line of said NE 1/4 of the NE 1/4 of Section 16 to the P.O.B., thence go N 89° 37' 18" W, 900.00', thence go N 00° 02' 42" E, 609.58' to a point on the north line of said Section 16; thence go S 89° 32' 56" E, 900.02' to the NE corner of said Section 16, thence go S 00° 02' 42" W, 603.20' along the east line of Section 16 to the P.O.B. Containing 12.51 acres more or less.

Pinellas County
John T. Allen, Jr.
Attorney at Law
4300 Central Avenue
St. Petersburg, FL 33713

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that real property.

TO HAVE AND TO HOLD the same to the Party of the Second Part, and to its assigns, in fee simple forever.

AND the Party of the First Part does covenant to and with the Party of the Second Part, its assigns, that in all things preliminary to and in and about this conveyance she orders

A-4248 not1060

of the above-named Court and the laws of Florida have been followed and complied with in all respects.

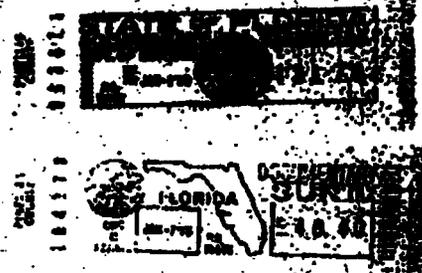
IN WITNESS WHEREOF, the Party of the First Part has set his hand and seal on the day and year first above written;

Derwin B. Smith, II (SEAL)
DERWIN B. SMITH, II, Administrator
of the Estate of Derwin B. Smith,
Deceased.

Signed, Sealed and Delivered
in the Presence of:

James J. Williamson
Mrs. A. K. Kridger

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss



Notary Public Seal
James J. Williamson
Notary Public
State of Florida
Commission Expires 12-31-75

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DERWIN B. SMITH, II, as Administrator of the Estate of Derwin B. Smith, Deceased, to me well known and known to me to be the person described in and who executed the foregoing Administrator's Deed; and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida, this 17th day of December, 1974.

James J. Williamson
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
By Commission Expires 12-31-1975

66 79166

cc: 2465 nuz102

QUITCLAIM DEED

THIS INSTRUMENT made this 22nd day of September, A. D. 1964, between the CITY OF CLEARWATER, FLORIDA, a municipal corporation, party of the first part, and CONSERVATIVE CHRISTIAN PRIVATE SCHOOLS, INC., a Florida corporation, Box A, Clearwater, Fla 33517, of the County of Pinellas and State of Florida, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, hath remised, released and quitclaimed, and by these presents doth remise, release and quitclaim unto the said party of the second part, and its assigns forever, all the right, title, interest, claim and demand which the said party of the first part hath in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Pinellas, State of Florida, to wit:

All that part of Government Lot One (1) in Section 15, Township 29 South, Range 16 East, lying South of an Easterly projection of the North line of Government Lot Four (4) in Section 16, Township 29 South, Range 16 East, which projection is extended to the deep water channel of Tampa Bay, including full riparian rights.

RECORDED
SEP 23 9 11 AM '64

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereto in anywise appertaining, and all the estate, right, title, interest and claim what soever of the said party of the first part, either in law or equity, as the only proper use, benefit and behoof of the said party of the second part, its assigns and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its City Manager, City Clerk, countersigned by its Mayor-Commissioner, and approved as to form and correctness by its City Attorney, and its corporate seal to be hereunto attached, the day and year first above written.

CITY OF CLEARWATER, FLORIDA

Countersigned:

Joe Turner
Mayor-Commissioner

By: [Signature]
City Manager

Attest: [Signature]
City Clerk

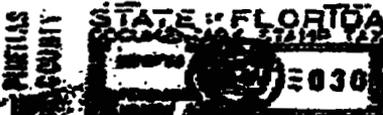
Signed, sealed and delivered in presence of:

Louella Bell

Ernest W. Ritzler

Approved as to form and correctness:

[Signature]
City Attorney



2465 ne103

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY, that on this 28 day of September,
A. D. 1962, before me personally appeared James E. Stewart, Herbert M. Brown,
R. G. Whitehead and Joe Turner
respectively City Manager, City Attorney, City Clerk and Mayor-Commissioner of
the City of Clearwater, a municipal corporation existing under the laws of the State
of Florida, to me known to be the individuals and officers described in and who
executed the foregoing conveyance to

Conservative Christian Private Schools, Inc., a Florida corporation,
and severally acknowledged the execution thereof to be their free act and deed as
such officers thereunto duly authorized; and that the official seal of said municipal
corporation is duly affixed thereto, and the said conveyance is the act and deed
of said corporation.

WITNESS my signature and official seal at Clearwater in the County of
Pinellas and State of Florida, the day and year last above written.

Herbert M. Brown
Notary Public State of Florida at Large

My Commission Expires

Notary Public State of Florida at Large
My Commission Expires Oct. 15, 1963
Bonds of \$10,000.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:
STEPHEN A. BAKER
ALLAN & SHEFF, P.A.
Attorneys at Law
6675 13th Avenue North, Suite 2C
St. Petersburg, FL 33710

INST # 88-35280
NOV 4, 1998 12:45PM

PINELLAS COUNTY, FLA.
OFF. REC. BK 10332 PG 2381

INST # 88-371349
NOV 20, 1998 1:36PM

WARRANTY DEED
(CORRECTIVE)

PINELLAS COUNTY, FLA.
OFF. REC. BK 10311 PG 1231

THIS WARRANTY DEED made this 28th day of October, 1998 by

DERWIN B. SMITH, II, a married person
whose address is 4755 Overlook Drive N.E., St. Petersburg, FL 33703, and

LINDA BRAGG, a married person, formerly known as **LINDA B. SMITH**
whose address is 1356 88th Avenue North, St. Petersburg, FL 33702.

hereinafter called the grantor, to

CLEARWATER CHRISTIAN COLLEGE PRIVATE SCHOOL, INC.
a Florida non-profit corporation

whose post office address is 3400 Golf-to-Sea Boulevard, Clearwater, FL 33759
hereinafter called the grantee.

(WHEREVER USED HEREIN THE TERMS "GRANTOR" AND "GRANTEE" INCLUDE ALL THE PARTIES
TO THIS INSTRUMENT AND THE HEIR, LEGAL REPRESENTATIVES AND AGENTS OF INDIVIDUALS
AND THE SUCCESSORS AND AGENTS OF CORPORATIONS)

WITNESSETH that the grantor, for and in consideration of the sum of Ten (\$10.00) Dollars
and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargain,
sells, alien, remises, releases, conveys and confirms unto the grantee, all that certain land situate
in Pinellas County, Florida, viz:

SEE THE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

01 RECORDING
REC 1930
DS
BT
PEAS
MTF
PK
REV
TOTAL 1930

Parcel Numbers: #16/29/16/00000/120/0200
#16/29/16/00000/130/0200
#16/29/16/00000/140/0200

CORRECT PARCEL NUMBERS
16/29/16/00000/120/0100
16/29/16/00000/130/0200
16/29/16/00000/140/0100

The subject property is not the homestead of either Grantor.

This Warranty Deed is a corrective deed made to correct the legal description
set forth in that certain Warranty Deed from grantor to grantee dated 02/20/98,
recorded 02/24/98 in O.R.Book 10091, at page 2157, which in error excluded
that certain property deeded by grantor to Robert D. Winn and Mary S. Winn
by Warranty Deed dated 11/16/92, recorded 11/18/98 in O.R.Book 8094, at page
1155, all of the public records of Pinellas County, Florida.

THIS DEED IS RE-RECORDED TO SHOW
CORRECT PARCEL #'S OF SUBJECT PROPERTIES

PINELLAS COUNTY FLA.
OFF. REC. BK 10311 PG 2392

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging
or in anywise appertaining.

PINELLAS COUNTY FLA.
OFF. REC. BK 10311 PG 1232

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of
said land in fee simple; that the grantor hereby fully warrants the title to said land and will defend
the same against the lawful claims of all persons whatsoever, and that said land is free of all
encumbrances, except taxes accruing subsequent to December 31, 1997.

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

WITNESSES:

Michael Kelly
Print: Michael Kelly

Derwin B. Smith, II
DERWIN B. SMITH, II

Kathleen A. Roberts
Print: Kathleen A. Roberts

WITNESSES:

John A. Simpson, Jr.
Print: John A. Simpson, Jr.

Linda Bragg, f/k/a Linda B. Smith
LINDA BRAGG, f/k/a LINDA B. SMITH

Bill Cooper
Print: Bill Cooper

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20th day of October, 1998,
by DERWIN B. SMITH, II, a married person, who is personally known to me or who has
produced _____ as identification and who did take an oath.



KIMBERLY ANN JEWETT
COMMISSION # 0048001
EXPIRES SEP 04, 1999
BOARDS TRUST
ATLANTIC BONDING CO., INC.

Kimberly Ann Jewett
Notary Public
My Commission Expires: _____ (SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 22 day of Oct, 1998,
by LINDA BRAGG, a married person, f/k/a LINDA B. SMITH, who is personally known to me
or who has produced _____ as identification and who did take an
oath.



John A. Simpson, Jr.
MY COMMISSION # 0048001 EXPIRES
JUN 2, 1999
BOARDS TRUST ATLAS BONDING CO., INC.

John A. Simpson, Jr.
Notary Public
My Commission Expires: 6-7-02 (SEAL)

EXHIBIT "A"

Page 1 of 2

**LEGAL DESCRIPTION
(Corrected)**

PINELLAS COUNTY FLA.
OFF. REC. BK. 10311 PG. 1293

The North 1/2 of the NE 1/4 of Section 16, Township 29 South, Range 16 East, Pinellas County, Florida, and that part or portion of Government Lots 3 and 4 of said Section, which lies North of a line beginning in the West boundary of said Government Lot 3 at a point 250 feet North of its Southwest corner and extending North 87° East to navigable water in Old Tampa Bay.

LENS:

That portion thereof deeded to Robert B. Winn and Mary S. Winn, husband and wife, on November 16, 1992, by deed recorded in O.R. Book 2894, page 1155, public records of Pinellas County, Florida, described as follows: That portion of the NW 1/4 of Section 16, Township 29S, Range 16E, lying South of Drew Street, East of Unit 1 of Crystal Heights Subdivision, and Northwestern of Bayshore Boulevard - together with the riparian rights thereto, being more particularly described as follows:

From the NE corner of the NW 1/4 of Section 16, Township 29S, Range 16E, as a point of reference, thence S 0°37'03" W along the North-South Centerline of said Section 16 a distance of 33.0' to the Northeast corner of Lot 9, Unit 1 of Crystal Heights Subdivision as a Point of Beginning; thence continue S 0°37'03" W along said centerline (being also the Easterly boundary of said Unit 1 of Crystal Heights Subdivision, as recorded in Plat Book 28, page 64, of the public records of Pinellas County, Florida), a distance of 222.47' to a point on the Northernly right-of-way of Bayshore Boulevard (a 100' right-of-way); thence along a curve to the right, having a radius of 368.31', a chord bearing of N 41°35'45" E, and a chord distance of 146.17' to a point of tangency; thence N 61°02'31" E along said tangent right-of-way, a distance of 184.66' to an intersection with the Southernly right-of-way of Drew Street (currently a 33' right-of-way); thence N 89°29'50" W along said Southernly right-of-way (33' front and parallel to the North line of said Section 16), a distance of 242.21' to the Point of Beginning. Containing 23,549 square feet (0.54 acres) M.O.L.

Together with the riparian rights to the lands lying directly East, across the 100' right-of-way for Bayshore Boulevard (as recorded in County Petition No. 80, dated August 4, 1925) being further described as follows:

The North 222.47' of the Northwest 1/4 of Section 16, Township 29S, Range 16E, lying between the Easterly line of Unit 1 of Crystal Heights Subdivision, as recorded in Plat Book 28, page 64, of the public records of Pinellas County, Florida, and extending Easterly to the mean high water mark of Old Tampa Bay - i.e., a 100' right-of-way for Bayshore Boulevard - as described in County Petition No. 80, dated August 4, 1925.

Riparian rights granted are limited to the lesser of: (A) Fifty (50) feet from the upland, or (B) the maximum dock length permitted by law, whichever is the least.

Continuation of EXHIBIT "A"
LEGAL DESCRIPTION (Corrected)

LESS:

That portion thereof deeded to Conservative Christian Private Schools, Inc., on March 28, 1966, by deed recorded in O.R. Book 2357, page 13, public records of Pinellas County, Florida, described as follows: Start at the NE corner of Government Lot 4 in the NE 1/4 of Section 16, Township 29 South, Range 16 East for P.O.B. and go South 00°02'42" West 558.44 feet along the East line of said Government Lot 4; thence go North 89°30'26" West 300.00 feet; thence go South 41°29'04" West 453.31 feet to a point on the Northerly right-of-way line of Courtney Campbell Parkway; thence go South 82°38'52" West 302.52 feet along said right-of-way line; thence go North 00°02'42" East 1,654.20 feet; thence go South 89°57'18" East 900.00 feet to a point on the East line of the NE 1/4 of the NE 1/4 of the aforementioned Section 16; thence go South 00°02'42" West 719.33 feet along said East line to the P.O.B., and also

LESS:

Part of Government Lot 4 in the NE 1/4 of the NE 1/4 of Section 16, Township 29 S., Range 16 E., City of Clearwater, Pinellas County, Florida, being described as follows: Start at the SE corner of the NE 1/4 of the NE 1/4 of Section 16-29-16 and go N 00°02'42" E. 719.33' along the East line of said NE 1/4 of the NE 1/4 of Section 16 to the P.O.B., thence go N 89°57'18" W. 900.00'; thence go N 00°02'42" E. 609.58' to a point on the North line of said Section 16; thence go S 89°37'56" E. 900.02' to the NE corner of said Section 16, thence go S 00°02'42" W. 603.20' along the East line of Section 16 to the P.O.B.

LESS AND EXCEPT:

The right-of-way of Davis Causeway (known as Courtney Campbell Causeway), Pinellas County, Florida, and also

LESS AND EXCEPT:

A 100' right-of-way for Bayshore Boulevard as described in County Petition No. 80, dated August 4, 1925.

56110978 HOK 11-20-1998 13:00:05
BY DEW-DERWIN SMITH II/LINDA G SMIT
RECORDING 1 \$14.50

TOTAL: \$17.50
CHECK AMT. TENDERED: \$17.50
CHANGE: \$0.00

LC110091 308 11-04-1998 12:30:46
BY DEW-CLIA CHRISTIAN OLLEN
RECORDING 1 \$15.50

TOTAL: \$15.50
CHECK AMT. TENDERED: \$15.50
CHANGE: \$0.00

THIS INSTRUMENT PREPARED BY AND RETURNED TO:
STEPHEN A. BAKER 00-006258 JFN- 7-2000 11:10am
ALLAN & SHIFF, P.A. PINELLAS CO BK 10778 PG 1420
 Attorneys at Law
 6675 13th Avenue North, Suite 2C
 St. Petersburg, FL 33710

IRILEEN F. DE BLASE, CLERK OF COURT
 PINELLAS COUNTY, FLORIDA

31140600 01-07-2000 11:10:32 SSS
 31 103-COPELAND
 000000000
 DE: MK: SP6: JFG:
 RECORDING ONE PAGES 1 110.50
 CC TRWP - 02219 3 1320.00

[Parcel] ID #16/29/16/00000/240/1000]

TOTAL: 1360.50
 P CHG BY: 030.50
 W: DEPUTY CLERK

WARRANTY DEED

THIS WARRANTY DEED made this 6 day of January, 2000, by

ALBERT W. COPELAND, a married person

whose address is Post Office Box 4354, Clearwater, FL 33758
 hereinafter called the grantor, to

CLEARWATER CHRISTIAN COLLEGE PRIVATE SCHOOL, INC.
 a Florida non-profit corporation

whose post office address is 3409 Gulf-to-Bay Boulevard, Clearwater, FL 33759
 hereinafter called the grantee.

(WHEREVER USED HEREIN THE TERMS "GRANTOR" AND "GRANTEE" ENCLINE ALL THE PARTIES
 TO THIS INSTRUMENT AND THE NEURAL LEGAL REPRESENTATIVES AND AGENTS OF INDIVIDUALS,
 AND THE ATTORNEYS AND AGENTS OF CORPORATIONS.)

WITNESSETH, that the grantor, for and in consideration of the sum of Ten (\$10.00)
 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants,
 bargains, sells, alien, conveys, releases, conveys and confirms unto the grantee, all that certain
 land situate in Pinellas County, Florida, viz:

A tract of land lying in the Northwest quarter of Section 16, Township 29
 South, Range 16 East, and lying East of Bayshore Boulevard, described as
 follows: From the center of said Section 16, run N.8°37'03"E. along the
 North-South centerline of said Section 16 a distance of 285.00 feet to a
 P.O.B.; and run thence N.89°27'56"W. a distance of 109.07 feet to a point on
 the Easterly County-occupied right-of-way line of Bayshore Boulevard
 (County Road No. 30), run thence along said Easterly County-occupied right-
 of-way line, on a curve to the left having a radius of 533.91', arc 204.87',
 chord 203.62', chord bearing N.27°23'54"E.; thence S.73°35'40"E. 18.88 feet
 to a point on said North-South centerline thence S.00°37'03"W. along said
 North-South centerline a distance of 178.72 feet to the P.O.B., in Pinellas
 County, Florida.

PAGES 6
 ADCT _____
 REC 10.00
 CR218 130.00
 CR _____
 INT _____
 FESS _____
 MTF _____
 PIC _____
 REV _____
 TOTAL 360.50
 CR BAL _____
 CHG-SMT _____

The above-described property is not and never has been the homestead of Grantor.

TOGETHER with all the accretions, hereditaments and appurtenances thereto belonging or in anywise appertaining.

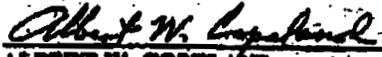
TO HAVE AND TO HOLD the same in fee simple forever.

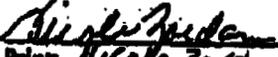
AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1996.

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

WITNESSES:


Print: STEPHEN L. BABEL

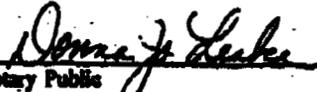

ALBERT W. COPELAND


Print: Nicole Garcia

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 6 day of January, 2000,
by ALBERT W. COPELAND, a married person, who is personally known to me or who has
produced Florida Driver's License as identification.


Notary Public
My Commission Expires:

(SEAL)



DONNA JO LEAKE
Notary Public - State of Florida
My Commission Expires 02-22-01
Commission Number: 01 82387

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed and sealed
the day and year above written.

Signed, sealed and delivered
in our presence:

"GRANTOR"

[Signature]
Print Name

[Signature]
WILLIAM H. WILKINS

[Signature]
Print Name

[Signature]
Print Name

DEBRA A. REYNOLDS
Print Name

[Signature]
Print Name

[Signature]
Print Name

DEBRA A. REYNOLDS
Print Name

[Signature]
Print Name

[Signature]
Print Name

[Signature]
Print Name

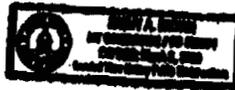
[Signature]
Print Name

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 12th day of August
1998, by WILLIAM H. WILKINS, who is personally known to me or has produced
an identification and did not take an oath.

[Signature]

Notary Public
My Commission Expires:

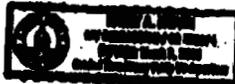


STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 12th day of August
1998, by P. BRUCE LAUER, who is personally known to me or has produced
an identification and did not take an oath.

[Signature]

Notary Public
My Commission Expires:



STATE OF FLORIDA
COUNTY OF Phillips

The foregoing instrument was acknowledged before me this 11 day of Aug
1992, by ROBERT JACOBSEN, who is personally known to me or has produced Personal ID
as identification and did not take an oath.

Mary L. Schramm

Notary Public
My Commission Expires:

MARY L. SCHRAMM
NOTARY PUBLIC, STATE OF FLORIDA
MY COM. EXPIRES OCTOBER 21, 1993
#0041412

This Instrument Prepared by:

James M. Hammond, Esq.
1831 N. Beecher Road
Suite A-1
Clearwater, Florida 33765
(813) 791-0344

UNOFFICIAL

EXHIBIT A

FLORIDA COUNTY FLA.
OFF REC. BK 10214 PG 332

Commencing at a point 20.0 feet North of the Southeast corner of Government
Lot 2, Section 16, Township 22 South, Range 19 East, Florida County,
Florida; run North 0°22'02" East along the North-South centerline of said
Section 16, 20.00 feet to a Point of Beginning, said P.O.B. being 20.0 feet
North of the original centerline of State Road 66. From said P.O.B. proceed
North 0°22'02" East along said North-South centerline 125.00 feet; thence
North 0°22'02" West 24.45 feet to a point on a curve being the Eastern
right of way of the State Road; thence following said Eastern right of
way along curve to the right, having a radius of 124.71 feet, a chord bearing
of South 61°21'12" East, a chord distance of 124.07 feet, then an arc
distance of 124.45 feet; thence South 22°11'22" West, still along said right
of way 25.45 feet to an intersection with a line being 20.0 feet North of the
original centerline of State Road No. 66, thence west 0°22'02" East along
said line 155.0 feet to the Point of Beginning.

UNOFFICIAL COPY

Prepared by and Return to:
Roger A. Larson, Esquire
Johnson, Pope, Baker, Ruppel
& Burns, LLP
911 Chestnut Street
Clearwater, Florida 33756
Telephone: 727-461-1818

STATUTORY WARRANTY DEED

THIS INDENTURE, is made on this 30th day of January, 2008, between CLEARWATER CHRISTIAN COLLEGE PRIVATE SCHOOL, INC., a Florida not-for-profit corporation ("Grantor") whose post office address is 3400 Gulf to Bay Boulevard, Clearwater, Florida 33759, and EASTERLAND PROPERTIES, LLC, a Florida limited liability company (Document #L07000121312) ("Grantee"), whose post office address is 3400 Gulf to Bay Boulevard, Clearwater, Florida 33759.

WITNESSETH:

Grantor, for and in consideration of Ten Dollars (\$10.00) to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated in Pinellas County, Florida:

See Exhibit "A" attached hereto.

SUBJECT to applicable land use and zoning restrictions and to easements, reservations and restrictions of record, if any, which are specifically not reimposed or extended hereby, and to taxes for the year 2006 and subsequent years.

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

The tax parcel number for the aforescribed property is 1629/16/00000/130/0200.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

CLEARWATER CHRISTIAN COLLEGE PRIVATE SCHOOL, INC., a Florida not-for-profit corporation

[Signature]
Signature

By: Randy T. Livingston
Randy T. Livingston
Vice President

Randy T. Livingston
Print name

Address:
3400 Gulf to Bay Boulevard
Clearwater, Florida 33759

Rain M. Sullivan
Signature

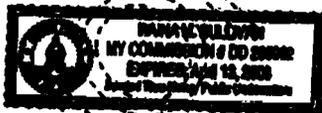
(Corporate Seal)

Rain M. Sullivan
Print name

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 30th day of January, 2008, by Randy T. Livingston, as Vice President of Clearwater Christian College Private School, Inc., a Florida not-for-profit corporation, on behalf of the corporation. [He] [She] [is personally known to me] [has produced his identification].



Rain M. Sullivan
Notary Public
Print name Rain M. Sullivan
My commission expires:

Note to Administrator: This transfer is exempt from the payment of documentary stamps based upon the case of Crestant Miami Center, LLC vs Florida Department of Revenue.

01/29/08 11:59 PM 4-1
#422867 v1 - Clearwater Christian Warranty Deed

EXHIBIT "A"

Legal Description

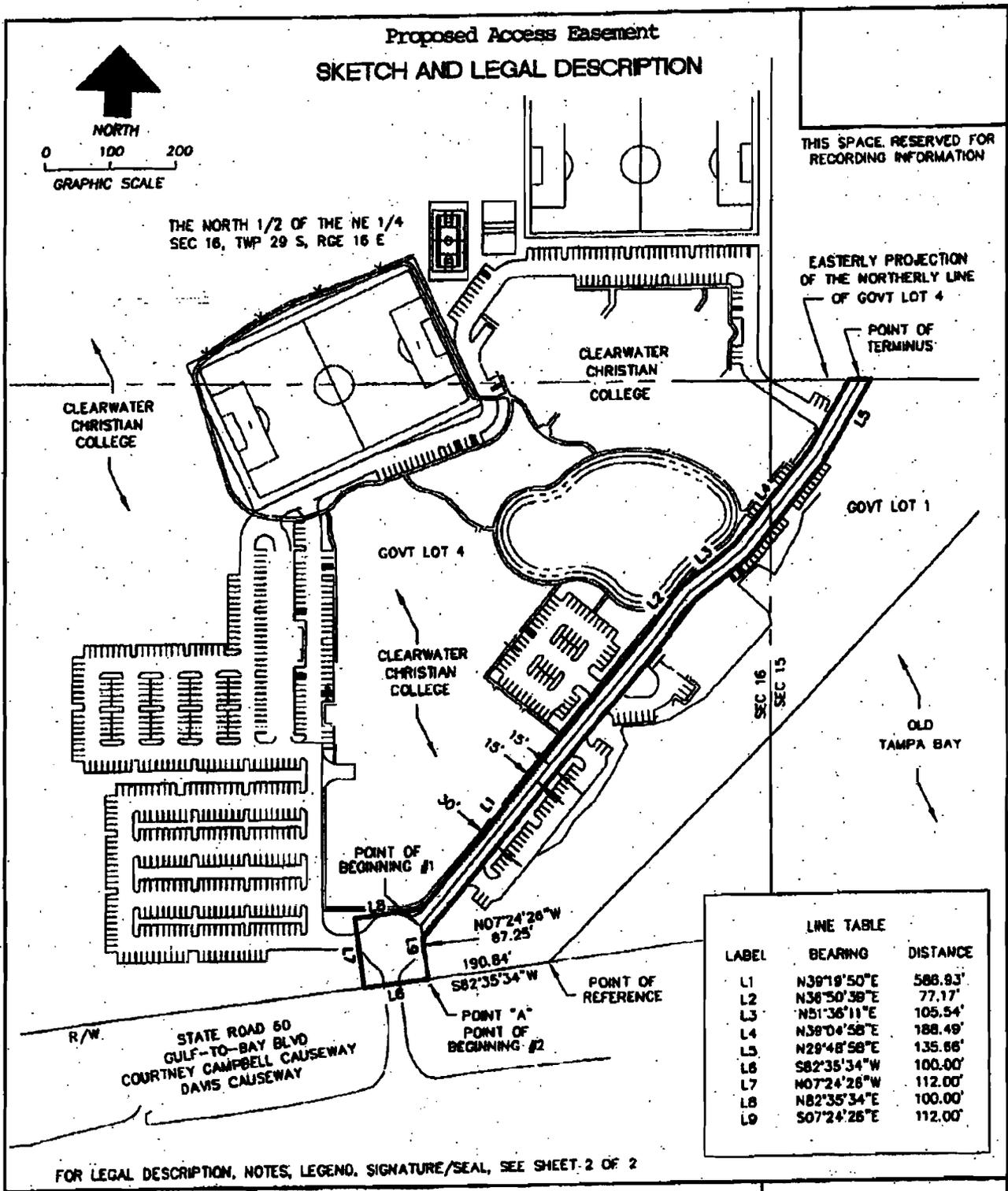
PART OF GOVERNMENT LOT 3 OF SECTION 18, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 18; THENCE NORTH 00° 37' 03" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION, 282.84 FEET; THENCE NORTH 89° 58' 33" EAST PARALLEL WITH THE GULF TO BAY BOULEVARD, ALSO KNOWN AS STATE ROAD 80, COURTNEY CAMPBELL CAUSEWAY AND DAVIS CAUSEWAY, 4.22 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY RIGHT OF WAY OF BAYSHORE BOULEVARD THE FOLLOWING TWO COURSES: NORTHEASTERLY 223.51 FEET ALONG THE ARC OF A 588.91 FOOT RADIUS CURVE TO THE LEFT, THE CENTRAL ANGLE OF WHICH IS 22° 30' 36", AND THE LONG CHORD OF WHICH BEARS: NORTH 12° 30' 08" EAST, 222.07 FEET; THENCE NORTH 00° 37' 03" EAST, 284.19 FEET; THENCE LEAVING SAID RIGHT OF WAY AT A RIGHT ANGLE, BEARING SOUTH 89° 22' 57" EAST, 344.66 FEET; THENCE SOUTH 82° 12' 03" EAST, 572.90 FEET; THENCE SOUTH 00° 48' 40" EAST, 191.08 FEET RADIALLY TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE GULF TO BAY BOULEVARD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING TWO COURSES: SOUTHWESTERLY 69.41 FEET ALONG THE ARC OF A 5625.83 FOOT RADIUS CURVE TO THE RIGHT, THE CENTRAL ANGLE OF WHICH IS 0° 43' 11", AND THE LONG CHORD OF WHICH BEARS: SOUTH 89° 34' 55" WEST, 69.41 FEET; THENCE SOUTH 89° 36' 04" WEST, 324.14 FEET; THENCE LEAVING SAID RIGHT OF WAY BEARING NORTH 01° 41' 20" EAST, 48.11 FEET; THENCE SOUTH 89° 58' 33" WEST PARALLEL WITH THE GULF TO BAY BOULEVARD, 458.86 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7.82 ACRES OF LAND MORE OR LESS.

SUBJECT TO AND TOGETHER WITH COVENANTS, EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.



LINE TABLE		
LABEL	BEARING	DISTANCE
L1	N39°19'50"E	586.83'
L2	N36°50'38"E	77.17'
L3	N51°36'11"E	105.54'
L4	N38°04'58"E	188.49'
L5	N29°48'58"E	135.86'
L6	S82°35'34"W	100.00'
L7	N07°24'26"W	112.00'
L8	N82°35'34"E	100.00'
L9	S07°24'26"E	112.00'

FOR LEGAL DESCRIPTION, NOTES, LEGEND, SIGNATURE/SEAL, SEE SHEET 2 OF 2

 <p>LB #2232 #7565</p>	<p>WADE TRIM</p> <p>CIVIL ENGINEERING & LAND SURVEYING SINCE 1976</p> <p>1410 LPCA Blvd., Suite 148, Daytona Beach, FL 32117</p> <p>Phone: 386-274-1600 Fax: 386-274-1602</p>	<p>22222909M</p> <p>ACCESS 2.DWG</p>	
		<p>SKETCH & DESCRIPTION</p>	
		<p>DATE: JUNE 29, 2010</p>	
		<p>SHEET 1 OF 2</p>	<p>1" = 200'</p>

SKETCH AND LEGAL DESCRIPTION

THIS SPACE RESERVED FOR
RECORDING INFORMATION

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN GOVERNMENT LOT 1, SECTION 15, TOWNSHIP 29 SOUTH, RANGE 16 EAST AND GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY MOST CORNER OF THE CLEARWATER CHRISTIAN COLLEGE CAMPUS LANDS, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 60 (ALSO KNOWN AS GULF-TO-BAY BOULEVARD, COURTNEY CAMPBELL CAUSEWAY AND DAVIS CAUSEWAY) FOR A POINT OF REFERENCE; THENCE S82°35'34"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 190.84 FEET TO POINT "A"; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N07°24'28"W FOR A DISTANCE OF 87.25 FEET TO POINT OF BEGINNING #1 (THE POINT OF BEGINNING OF A 30-FOOT WIDE STRIP OF LAND, BEING 15.00 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE); THENCE N39°19'50"E FOR A DISTANCE OF 586.93 FEET; THENCE N38°50'39"E FOR A DISTANCE OF 77.17 FEET; THENCE N51°36'11"E FOR A DISTANCE OF 105.54 FEET; THENCE N39°04'58"E FOR A DISTANCE OF 188.49 FEET; THENCE N29°48'58"E FOR A DISTANCE OF 135.66 FEET TO THE EASTERLY PROJECTION OF THE NORTHERLY LINE OF THE AFOREMENTIONED GOVERNMENT LOT 4 AND THE POINT OF TERMINUS ...

TOGETHER WITH ...

RETURN TO POINT "A" FOR POINT OF BEGINNING #2; THENCE S82°35'34"W ALONG THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 60 FOR A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N07°24'28"W FOR A DISTANCE OF 112.00 FEET; THENCE N82°35'34"E FOR A DISTANCE OF 100.00 FEET; THENCE S07°24'28"E FOR A DISTANCE OF 112.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING #2.

THE ABOVE DESCRIBED PARCELS OF LAND CONTAIN 1.01 ACRES, MORE OR LESS, IN THE AGGREGATE.

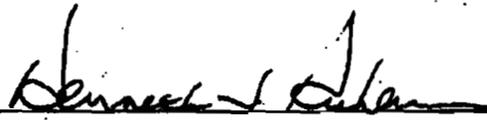
SURVEYOR'S NOTES:

1. BASIS OF BEARINGS: ASSUMED, WITH THE NORTHERLY LINE OF STATE ROAD 60, AS SHOWN, BEING S82°35'34"W.
2. THERE MAY BE EASEMENTS AND OTHER ITEMS OF RECORD NOT SHOWN HEREON (NO TITLE WORK FURNISHED).
3. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE.

LEGEND/ABBREVIATIONS

- LB = LICENSED BUSINESS
- R/W = RIGHT OF WAY
- PG/P = PAGE
- ORB = OFFICIAL RECORDS BOOK
- PTM = POINT OF TERMINUS


 KENNETH J. KUHAR
 FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



WADE TRIM

A WADE TRIM COMPANY - CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
1410 LPGA Blvd., Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602

ZZZ22909M
ACCESS 2.DWG

LB #2232 #7565

SKETCH & DESCRIPTION

DATE: JUNE 29, 2010

SHEET 2 OF 2

1" = 200'

EXHIBIT "G"

Clearwater Christian College Stormwater Narrative

The four major drainage areas within the site are the Campus and Parking area, the Southwest Parking Lot, the Soccer Field, and the Baseball field. The general approach for the campus area is to consolidate all the existing interior campus and parking area treatment systems into one wet detention pond in front of the Cathcart Hall. Runoff in the proposed parking in the southwest corner of the site will be treated in dry retention areas that will conform to the City's criteria of complete exfiltration within 24 hours. The athletic fields will be managed by underdrains and sand filter effluent systems.

A net increase in water quality treatment is expected to result from construction of the systems above. Currently a significant portion of the interior campus discharges directly to the small saltwater pond in front of Cathcart Hall. This pond fluctuates with daily tidal flows thus it provides little residence time for treatment of runoff. The various other interior campus treatment swales appear to function, but due to their dependence on drainage structures that require constant maintenance, parking lot flooding occurs with some frequency.

The existing soccer field has no treatment system and discharges untreated runoff to Coopers Bayou. The proposed underdrain systems are essential as the existing soccer field saturates in seasonally wet periods to the extent that there is a history of cancellation of organized collegiate events with other colleges. A second critical component of the stormwater management system for the athletic fields is the proposed raised trail around the soccer field and increased grades around the perimeter of the baseball diamond and practice field. The intent in both cases is to contain runoff within the fields and force treatment, first through the underdrains directly under the playing surfaces, then through sand filter side drains. There is currently no buffer between the existing soccer field and the adjacent wetlands area which is actually a SWFWMD-designated mitigation area). In some locations around the existing soccer field the wetland buffer continues to be less than the City's required 16.75 foot width, however, the trail over compensates for the decreased buffer by containing all runoff within the field and treating it in the underdrain/sidedrain system.

The Master Plan, as attached to the development agreement and being reviewed in conjunction with the FLD application, includes a wetland buffer around the new development proposed on the campus and meets the City Code for the site average of 25 foot.