

APPENDIX 2.
State Lease #3985 and #3376

**Board of Trustees of the Internal Improvement Trust Fund of the State of Florida
Lease Agreement No. 3985**

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease No. 1985

THIS LEASE AGREEMENT, made and entered into this 29th day
of June 1993, by and between the BOARD OF TRUSTEES
OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
hereinafter referred to as "LESSOR", and PINELLAS COUNTY,
FLORIDA, hereinafter referred to as "LESSEE".

LESSOR, for and in consideration of mutual covenants and
agreements hereinafter contained, does hereby lease to said
LESSEE, the lands described in paragraph 2 below, together with
the improvements thereon, and subject to the following terms and
conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities
and obligations herein shall be exercised by the Division of
State Lands, Department of Natural Resources.
2. DESCRIPTION OF PREMISES: The property subject to this
lease, is situated in the County of Pinellas, State of Florida
and is more particularly described in Exhibits "A" and "B"
attached hereto and hereinafter called the "leased premises".
3. TERM: The term of this lease shall be for a period of
50 years commencing on October 1, 1993 and ending on
September 30, 2043 unless sooner terminated pursuant to
the provisions of this lease.
4. PURPOSE: LESSEE shall manage the leased premises only
for the conservation and protection of natural and historical
resources and for resource based public outdoor recreation which
is compatible with the conservation and protection of these
public lands, as set forth in subsection 253.023(11), Florida
Statutes, along with other related uses necessary for the
accomplishment of this purpose as designated in the Management
Plan required by paragraph 8 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have
the right of ingress and egress to, from and upon the leased

premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees prevent the unauthorized use of the leased premises or any use thereof not in conformity with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises in accordance with Chapters 18-2 and 18-4, Florida Administrative Code, within 12 months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit applications, design or building contracts until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall

provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five (5) years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full

insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000.00 per occurrence and \$200,000.00 per accident for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance to the Bureau of Land Management Services, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. In the alternative, LESSEE may elect to be self-insured pursuant to Section 768.28, Florida Statutes, and shall provide written evidence of such self-insurance to LESSOR. LESSEE'S self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the agents and employees thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended, or any other law providing limitations on claims, including limitations of liability enjoyed by a landowner providing land to the public for outdoor recreational purposes, as provided in Section 375.251, Florida Statutes.

15. PAYMENT OF TAXES, ASSESSMENTS AND LIENS: Both LESSOR and LESSEE are tax exempt, as an agency and a political subdivision of the State of Florida, respectively, and therefore the instant transaction will be entitled to tax-exempt treatment. In the event either of the parties or the transaction should lose their tax-exempt status, resulting in the imposition of taxes or drainage special assessments on the transaction, then LESSEE shall assume responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem or sales taxes, drainage or special assessments, of every kind, up to the sum of \$10,000 per fiscal year. For the purposes of this paragraph only, the fiscal year refers to the County's fiscal year of October 1 through September 30. If the total taxes or assessment imposed on this transaction exceed \$10,000 in any fiscal year, LESSOR may terminate this lease, in writing, without penalty, effective upon the effective date of any legislation resulting in the imposition of such tax or assessment, or upon such other effective date established by the LESSOR. LESSEE shall also assume full responsibility and pay for all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises as a result of any activities of LESSEE or its agents, employees, or contractors, arising from or relating to this lease.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color,

religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having the utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to audit such records at any reasonable time during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the conditions of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules and laws of the State of Florida or the United States or of Pinellas County and/or any municipality in which the leased premises are located.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to 253.04,

Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Division of State Lands
Bureau of Land Management Services
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

LESSEE: Pinellas County Real Estate Management Division
General Services
201 Rogers Street
Clearwater, Florida 34616

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty (60) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty (60) days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: LESSEE agrees that it will not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises, any act which may result in damage or depreciation of value to the leased premises, or any part thereof. LESSEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents used or produced by in LESSEE'S operations, on the leased premises or on any adjacent state land or in any manner not permitted by law.

27. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Land Management Services, Division of State Lands, Department of Natural Resources, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 at least six

(6) months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division. If the improvements do not meet all conditions as set forth in paragraphs 10 and 16 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

28. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.004(1)(d), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

29. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall carry out an arthropod control plan in accordance with the existing plan approved June 15, 1989, and any subsequent amendments thereof. Said plan shall be incorporated into the Management Plan required by paragraph (8) of this lease.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapters 18-2 and 18-4, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

33. DUPLICATE ORIGINALS: This lease is executed in duplicate originals each of which shall be considered an original for all purposes.

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and the improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, meeting all building and safety codes in the location situated, maintaining the planned improvements as set forth in the approved Management Plan and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease; provided, however, that any removal, closure, etc, of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection and enhancement of the natural

and historical resources within the leased premises and with the approved Management Plan.

36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

38. FISCAL FUNDING BY LESSEE: In the event that funds are not appropriated by the LESSEE in any succeeding fiscal year for the purposes or activities described herein and to be funded by LESSEE, then, after written notice to LESSOR, this lease shall terminate at the expiration of the last fiscal year for which funds were appropriated and expended. For the purposes of this paragraph, LESSEE shall provide LESSOR written notice within (10) days whenever during the budget preparation process it appears to the County Administrator that no funding will be available for the successive fiscal year because the County has not provided adequate funding to perform these contractual obligations in any proposed budget. Alternatively, if during the budget hearing process some or all of the budget intended for these contractual obligations is deleted, making fulfillment of these contractual obligations financially impractical or impossible, then within five (5) days of the deletion, LESSEE shall provide LESSOR written notice of this fact.

39. EARLY TERMINATION: The early termination of this lease (prior to the expiration date referenced in paragraph 3 above) by either party shall not relieve the LESSEE of any liabilities or obligations incurred by LESSEE under this lease prior to the effective date of such termination.

40. EXISTING FISHING PIER: The existing fishing pier structure and those certain sovereignty submerged lands located beneath the existing structure, as referenced in Exhibit "A", shall be used for passive recreational purposes only (such as fishing and sight-seeing) and no vessels shall be allowed to

moor or dock along any portion of the pier, at any time.

41. ADJOINING SOVEREIGNTY SUBMERGED LANDS: Those certain sovereignty submerged lands described in Exhibit "B" attached hereto are included within the leased premises, and shall be managed by the LESSEE for the purposes set forth in paragraph 4, above, subject to all terms and conditions contained in this lease, and also to the following specific terms and conditions:

- a) Subject to all encumbrances, LESSEE shall manage the submerged lands described in Exhibit "B" for user health and safety protection, for recreation, and for protection of said submerged lands, and adjoining upland riparian property, which management shall not conflict with ongoing programs of the State for conservation, protection, and enhancement of the submerged lands. Nor shall this lease be construed in any way to interfere with the maintenance of public navigation projects or other public works projects authorized by the United States Congress. Nor shall this lease be construed in any way to interfere with traditional riparian rights of private land owners. Nor shall this lease be construed to apply to any lands title to which is not vested in the LESSOR.
- b) It is understood and agreed that in addition to the health and safety protection, and property protection activities herein provided for, LESSEE shall be required to address management of these submerged lands as part of the management plan required by paragraph (8) of this lease.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Edward MacKenzie
Witness
Billie Jefferson
Witness

By: Daniel T. Crabb (SEAL)
ACTING DIRECTOR FOR LAND MANAGEMENT SERVICES, DIVISION OF STATE LANDS, DEPARTMENT OF NATURAL RESOURCES
"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18th day of June 1993, by Daniel T. Crabb, Acting Director, Land Management Services, Division of State Lands, Department of Natural Resources, who is personally known to me and who did not take an oath.

Kelli R. Williams
Notary Public, State of Florida
Printed, typed or stamped name:
Commission Expires March 19, 1997
Commission No. CC 969197

(SEAL)

My Commission Expires: March 19, 1997

Approved as to Form and Legality

By: William C. Robinson
DNR Attorney

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: Shirley Richardson
County Co. Attorney

PINELLAS COUNTY, FLORIDA
ACTING BY AND THROUGH THE
BOARD OF COUNTY COMMISSIONERS OF
PINELLAS COUNTY, FLORIDA

Nadine J. Mearns
Witness
Christa House
Witness

By: Bruce Tyndall (SEAL)
Vice
Its: Chairman

Attest: KARLEEN F. De BLAKEN CLERK

Its: By: Nadine Mearns
Deputy Clerk

"LESSEE"

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29th day of June 1993, by Bruce Tyndall, and Norma Grant, as Vice-Chairman and Deputy Clerk, Board of County Commissioners of Pinellas County, Florida, who is/are personally known to me and who did/did not take an oath.



ELEONORA CALCESE
MY COMMISSION / COMISSION EXPIRES
March 28, 1995
DIVISION OF STATE LANDS, DEPARTMENT OF NATURAL RESOURCES, DC.

(SEAL)

Eleonora Calcese
Notary Public, State of Florida
Printed, typed or stamped name:

Commission No. _____

My Commission Expires: _____

Exhibit "A"
Weedon Island

The following described land, situate, lying and being in the County of Pinellas, State of Florida, to-wit:

Fractional SE1/4 of SW1/4 of Section 21; Government Lots 1 and 2 in Section 27; NE1/4 of Section 28; and Government Lots 1 and 3 in Section 28; and Government Lots 1 and 2 in Section 34; all being in Township 30 South, Range 17 East, Pinellas County, Florida; and Government Lot 1 in Section 33, Township 30 South, Range 17 East; and Government Lot 3, Section 34, Township 30 South, Range 17 East; Also beginning at a point 660 feet South of the 1/4 section corner on the West Boundary of Section 34, Township 30 South, Range 17 East, thence South 58 deg. E 274.56 feet, thence N 63 deg. 15 min. E 132 feet, thence N 36 deg. 30 min. E 132 feet, thence N 14 deg. E 330 feet, thence E 660 feet, thence South 85 deg. 45 min. E 528 feet, thence South 12 deg. 15 min. W 198 feet, thence South 78 deg. E 264 feet, thence North 61 deg. 45 min. E 132 feet, thence North 49 deg. East 528 feet, thence North 18 deg. East 207.24 feet, thence East 151.1 feet, thence South 36 deg 46 1/2 min. West 1185.4 feet thence North 87 deg. 55 min. West 1930 feet, thence North 220 feet to P.O.B.; and also including that portion of an existing wooden fishing pier (formerly part of a bridge) which connects as a southerly extension of said Weedon Drive and extends 210 feet M.O.L into the heretofore described waterway, and the sovereignty submerged lands located beneath the existing fishing pier structure.

Together with a non-exclusive easement for vehicular and pedestrian ingress and egress over, across and through that portion of Pinellas County Road 151, also known as Weedon Drive, on Weedon Island lying South of the intersection of said County Road No. 151 and the Florida Power Corporation plant access road, south to that waterway between, and connecting, Riviera Bay and Bayou Grande; said road lying within the Southwest 1/4 of Section 21 and the Northwest 1/4 of Section 28, Township 30 South, Range 17 East.

Subject to all pre-existing easements and matters of record.

Exhibit "B"

All those sovereignty submerged lands lying within 400 feet of the Mean High Water Line or Ordinary High Water Line and within the riparian lines of the upland real property described in Exhibit "A", less and except those sovereignty submerged lands which have been designated as open for the harvesting of shellfish by the Department of Natural Resources.

**Board of Trustees of the Internal Improvement Trust Fund of the State of Florida
Lease Agreement No. 3376**

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BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease No. 3376

THIS LEASE AGREEMENT, made and entered into this 12th day of September 1995, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR", and PINELLAS COUNTY, FLORIDA hereinafter referred to as "LESSEE".

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE, the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the county of Pinellas, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".
3. TERM: The term of this lease shall be for a period of 50 years commencing on September 12, 1995 and ending on September 11, 2045 unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in subsection 253.023(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 8 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased

premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its officers and employees prevent the unauthorized use of the leased premises or any use thereof not in conformity with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises in accordance with Chapters 18-2 and 18-4, Florida Administrative Code, within 12 months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit applications, design or building contracts until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall

provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five (5) years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

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10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full

insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000.00 per occurrence and \$200,000.00 per accident for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds.

LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance to the Bureau of Land Management Services, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. In the alternative, LESSEE may elect to be self-insured pursuant to Section 768.28, Florida Statutes, and shall provide written evidence of such self-insurance to LESSOR. LESSEE'S self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. INDEMNIFICATION: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers and employees thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended, or any other law providing limitations on claims, including limitations of liability enjoyed by a landowner providing land to the public for outdoor recreation purposes, as provided in Section 375.251, Florida Statutes.

15. PAYMENT OF TAXES AND ASSESSMENTS: Neither the LESSOR nor the LESSEE is currently subject to any ad valorem taxes or drainage or special assessments. If at any time in the future the LESSEE loses its exemption from ad valorem taxes or drainage or special assessments, this lease shall automatically terminate effective from the date of imposition of taxation.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having the utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to audit such records at any reasonable time during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow

public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the conditions of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules and laws of the State of Florida or the United States or of Pinellas County and/or any municipality in which the leased premises is located.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Department of Environmental Protection
Division of State Lands
Bureau of Land Management Services,
Mail Station 130
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

LESSEE: Pinellas County
Pinellas County Real Estate Management Division
315 Court Street
Clearwater, Florida 33516

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty (60) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty (60) days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and

attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: LESSEE agrees that it will not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises, any act which may result in damage or depreciation of value to the leased premises, or any part thereof. LESSEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents used or produced by in LESSEE'S operations, on the leased premises or on any adjacent state land or in any manner not permitted by law.

27. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 at least six (6) months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division. If the improvements do not meet all conditions as set forth in paragraphs 12 and 35 herein, LESSEE shall pay all costs necessary

to meet the prescribed conditions.

28. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 1802.004(1)(d), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

29. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall carry out an arthropod control plan in accordance with the existing plan approved June 15, 1989, and any subsequent amendments thereof. Said plan shall be incorporated into the Management Plan, required by paragraph (8) of this lease.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapters 18-2 and 18-4, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

33. DUPLICATE ORIGINALS: This lease is executed in duplicate originals each of which shall be considered an original for all purposes.

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and the improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, meeting all building and safety codes in the location situated, maintaining the planned improvements as set forth in the approved Management Plan and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease; provided, however, that any removal, closure, etc, of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection and enhancement of the natural and historical resources within the leased premises and with the approved Management Plan.

36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

38. FISCAL FUNDING: In the event funds are not appropriated by the LESSEE in any succeeding fiscal year for the purposes described herein, then this Lease shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended. In the event of termination, LESSEE continues to be responsible for returning the lease condition required by the Lease upon termination, subject to future funding in later fiscal years,

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Witness
Printed/typed name
Witness
Printed/typed name

By: _____ (SEAL)
DIRECTOR, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____ 19____, by Percy W. Mallison, Jr., as Director, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name:

(SEAL)

Commission No. _____

My Commission Expires: _____

Approved as to Form and Legality

By: _____

DEP Attorney

BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA

BY: _____ (SEAL)

Its: _____ CHAIRMAN

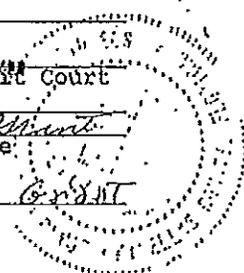
Attest: _____
Clerk of Circuit Court

Print name: _____

By: _____

Deputy Clerk of the Circuit Court

Print name: _____



APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
SUBJECT TO PROPER EXECUTION
By: _____
Atty. Gen. Attorney

Witness
Printed/typed name

Witness

Printed/typed name

STATE OF FLORIDA
COUNTY OF PINELLAS

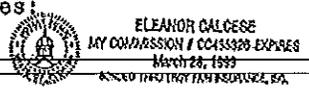
The foregoing instrument was acknowledged before me this _____ day of _____ 19____, by _____, as _____, as agent for and on behalf of the Board of County Commissioners of Pinellas County, Florida, who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name:

(SEAL)

Commission No. _____

My Commission Expires: _____



13,065.80

84064095

0. 5728 PAGE 1513

~~0. 5728 PAGE 405~~

CLERK CIRCUIT COURT

MAR 30 1 10 PM '84 84068419

SPECIAL WARRANTY DEED

IS 16043228 77	35.00
40	34.00
TOTAL	69.00

THIS INDENTURE, made this 27th day of March, 1984, between RUTH B. KIRBY, KATHERINE BECKSTROM, JOSEPH FEIN and WILLARD FEIN, as all of the Trustees of The Ed C. Wright Trust, hereinafter called "Grantor", and The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as "Grantee", whose mailing address is as follows: Department of Natural Resources, 3900 Commonwealth Boulevard, Room 412, Land Acquisition, Tallahassee, Florida 32303.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all that certain parcel of land lying and being in the County of Pinellas, State of Florida, as more particularly described in Schedule A annexed hereto, and by this reference made a part hereof.

TOGETHER with all of the tenements, hereditaments, appurtenances and riparian rights thereto belonging or in anywise appertaining including timber rights, water rights and oil, gas and mineral rights to the real property described in Schedule A annexed hereto.

TOGETHER without warranty any interest of Grantor in any streams, canals, water bodies, drainage ditches, alleys, roads, streets; easements of access and utility rights of way, abutting or adjoining the real property described in Schedule A annexed hereto.

Subject to taxes accruing subsequent to December 31, 1983, and all easements, restrictions and reservations of record among the Public Records of Pinellas County, Florida.

Instrument being re-recorded to correct documentary stamp error

This Instrument Prepared By and Return To:

Stephen J. Mitchell, Esquire
 Annis, Mitchell, Cockey,
 Edwards & Roehn, P.A.
 Suite 2100
 One Tampa City Center
 Tampa, Florida 33602

UL Cash 11 Chg
 40 Rec 34.00
 41 DS
 43 Int
 44 Tot 34.00

MAR 29 6 52 PM '84
 CLERK CIRCUIT COURT

EXHIBIT
 PAGE 11 OF 21

TO HAVE AND TO HOLD the above described premises, with the appurtenances, on to the said Grantee, its successors and assigns, in fee simple forever.

AND THE GRANTOR does specifically warrant the title to said property subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

IT IS EXPRESSLY understood and agreed that the individuals executing this instrument do so solely in his or her capacity as a Trustee of The Ed C. Wright Trust, and that said individuals shall not be personally liable for any acts or actions of The Ed C. Wright Trust and that all parties concerned shall look solely to The Ed C. Wright Trust property for satisfaction of any claims.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name, by those hereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

THE ED C. WRIGHT TRUST

F. Stewart Hayle

By: Ruth B. Kirby
Ruth B. Kirby, Individually
and as Trustee

Sandra L. Simpson

F. Stewart Hayle

By: Katherine Beckstrom
Katherine Beckstrom, Individually
and as Trustee

Sandra L. Simpson

F. Stewart Hayle

By: Joseph Fein
Joseph Fein, Individually
and as Trustee

Sandra L. Simpson

F. Stewart Hayle

By: Willard Fein
Willard Fein, Individually
and as Trustee

Sandra L. Simpson

STATE OF FLORIDA
COUNTY OF Duval

BEFORE ME, the undersigned authority, personally appeared RUTH B. KIRBY, who acknowledged to me that she is the person who executed the above instrument individually and as Trustee of The Ed C. Wright Trust.

SWORN TO AND SUBSCRIBED before me this 27th day of March 1984.

[Signature]
Notary Public, State of Florida,
at Large

My Commission Expires
Notary Public, State of Florida
My Commission Expires June 2, 1987
United Notary Public Services, Inc.



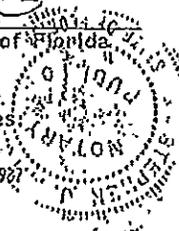
STATE OF FLORIDA
COUNTY OF Duval

BEFORE ME, the undersigned authority, personally appeared KATHERINE BECKSTROM, who acknowledged to me that she is the person who executed the above instrument individually and as Trustee of The Ed C. Wright Trust.

SWORN TO AND SUBSCRIBED before me this 27th day of March 1984.

[Signature]
Notary Public, State of Florida,
at Large

My Commission Expires
Notary Public, State of Florida
My Commission Expires June 2, 1987
United Notary Public Services, Inc.



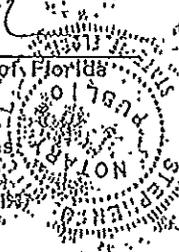
STATE OF FLORIDA
COUNTY OF Duval

BEFORE ME, the undersigned authority, personally appeared JOSEPH FEIN, who acknowledged to me that he is the person who executed the above instrument individually and as Trustee of The Ed C. Wright Trust.

SWORN TO AND SUBSCRIBED before me this 27th day of March 1984.

[Signature]
Notary Public, State of Florida,
at Large

My Commission Expires
Notary Public, State of Florida
My Commission Expires June 2, 1987
United Notary Public Services, Inc.



STATE OF FLORIDA
COUNTY OF Pinellas

BEFORE ME, the undersigned authority, personally appeared WILLARD FEIN, who acknowledged to me that she is the person who executed the above instrument individually and as Trustee of The Ed C. Wright Trust.

SWORN TO AND SUBSCRIBED before me this 27th day of March 1984.

[Signature]
Notary Public, State of Florida
at Large

My Commission Expires: 01/27/85

Notary Public, State of Florida
My Commission Expires June 2, 1987
Based Upon My Qualification, Issued



SJM25(3)

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
MAR 27 1984
\$ 900.00

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
MAR 27 1984
\$ 900.00

STATE OF FLORIDA
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MAR 27 1984
\$ 900.00

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
MAR 27 1984
\$ 900.00

SCHEDULE A

THE PROPERTY CONSISTS OF PARCELS 103, 108, 109, 110, 111, 112 and 114
PARCEL 103

A. 5728 PAGE 409

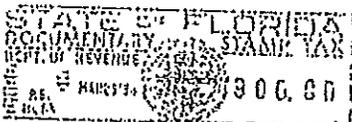
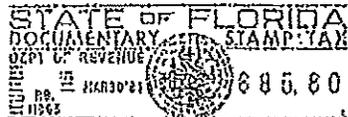
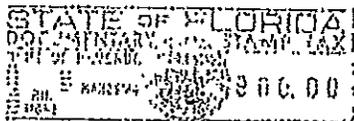
A PORTION OF GOVERNMENT LOTS 3 AND 4 IN FRACTIONAL SECTION 35 AND A PORTION OF GOVERNMENT LOT 1 IN FRACTIONAL SECTION 36, ALL IN TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 2 AND A PORTION OF FRACTIONAL SECTION 1, ALL IN TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: O. R. 5728 PAGE 1517

FROM THE NORTHEAST CORNER OF FEATHER COVE UNIT ONE, AS RECORDED IN PLAT BOOK 85, PAGES 74-75, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH 2433.57 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 2, AS A POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF THE SOUTH 2433.57 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 2, S. 89° 51' 16" E., 2677.58 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 2; THENCE ALONG SAID SECTION LINE, S. 00° 24' 43" W., 1033.59 FEET CALCULATED, 1033.49 FEET MEASURED, TO THE NORTHWEST CORNER OF THE SOUTH 1400 FEET OF THE WEST 1140.89 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE ALONG THE NORTH LINE THEREOF, S. 89° 50' 58" E., 1140.90 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE EAST LINE THEREOF S. 00° 24' 43" W., 400.01 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5273, PAGE 1962, OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE THEREOF, S. 90° 00' 00" E., 1000.00 FEET; THENCE ALONG THE EAST LINE THEREOF, S. 00° 13' 05" W., 1122.37 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "A" FOR CONVENIENCE.

RETURN THENCE TO THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, N. 00° 10' 21" E., 227.48 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF GOVERNMENT LOT 3 IN SAID FRACTIONAL SECTION 35, CONTINUE N. 00° 10' 21" E., 231.59 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "B" FOR CONVENIENCE; THENCE FOLLOWING THE MEAN HIGH WATER LINE IN A SOUTHEASTERLY DIRECTION TO THE AFOREMENTIONED POINT "A".

LESS THE FOLLOWING DESCRIBED PARCEL: FROM THE NORTHEAST CORNER OF FEATHER COVE UNIT ONE, AS RECORDED IN PLAT BOOK 85, PAGES 74-75, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH 2433.57 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 2, AS A POINT OF REFERENCE; THENCE ALONG THE NORTH LINE OF SAID SOUTH 2433.57 FEET THEREOF S. 89° 51' 16" E., 1734.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE S. 89° 51' 16" E., 188.32 FEET; THENCE LEAVING SAID LINE N. 52° 11' 59" W., 73.66 FEET; THENCE N. 89° 51' 16" W., 130.00 FEET; THENCE S. 00° 08' 44" W., 45.00 FEET TO THE POINT OF BEGINNING.

AND



O. 3376

EXHIBIT A
PAGE 15 OF 21

PARCEL 108

5728 PAGE 410

A PORTION OF THE SOUTH 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, LESS RIGHTS-OF-WAY FOR STATE ROAD 688 (ULMERTON ROAD), STATE ROAD 400 (INTERSTATE 275), AND A BORROW PIT, BEING DESCRIBED AS FOLLOWS:

5728 PAGE 1518

FROM THE SOUTHWEST CORNER OF SAID SECTION 1, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 16 EAST, AS A POINT OF REFERENCE; THENCE ALONG THE WEST LINE OF SAID SECTION 12, S.00°07'43"W., 12.00 FEET TO THE SURVEY LINE OF STATE ROAD 688, AS DESCRIBED IN OFFICIAL RECORDS BOOK 460, PAGE 332 OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SURVEY LINE S.89°49'48"E., 4201.70 FEET TO STATION 195+00; THENCE LEAVING SAID SURVEY LINE, N.00°10'12"E., 200.00 FEET TO A POINT WHERE THE RIGHT-OF-WAY OF SAID STATE ROAD 688 (ULMERTON ROAD) ENDS AND THE RIGHT-OF-WAY OF SAID STATE ROAD 400 (INTERSTATE 275, AS DESCRIBED IN OFFICIAL RECORDS BOOK 381, PAGE 90) BEGINS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE FOLLOWING SAID RIGHT-OF-WAY OF STATE ROAD 400, N.00°10'12"E., 248.67 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "A" FOR CONVENIENCE; THENCE FOLLOWING THE MEAN HIGH WATER LINE IN A NORTHWESTERLY, THEN NORTHEASTERLY DIRECTION TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF A BORROW PIT DESCRIBED IN OFFICIAL RECORDS BOOK 381, PAGE 91 OF PINELLAS COUNTY, FLORIDA, SAID POINT BEING 720.11 FEET, MORE OR LESS, N.00°10'12"E., OF THE POINT OF BEGINNING, AND ALSO HEREINAFTER REFERRED TO AS POINT "B" FOR CONVENIENCE; THENCE ALONG SAID RIGHT-OF-WAY N.00°10'12"E., 194.73 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "C" FOR CONVENIENCE.

RETURN THENCE TO THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID STATE ROAD 688 (ULMERTON ROAD), SAID LINE BEING 200.00 FEET NORTHERLY OF THE AFOREMENTIONED SURVEY LINE, N.89°49'48"W., 2554.35 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, N.29°18'50"E., 581.50 FEET; THENCE S.70°11'30"E., 340.00 FEET; THENCE N.00°01'15"E., 864.11 FEET; THENCE N.55°17'23"W., 887.89 FEET TO A POINT ON THE EASTERLY BOUNDARY OF AN 80-FOOT INGRESS-EGRESS EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 4197, PAGE 217, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5273, PAGE 1962, ALL OF PINELLAS COUNTY, FLORIDA; THENCE LEAVING SAID EASEMENT BOUNDARY ALONG THE SOUTH LINE OF SAID LANDS, S.90°00'00"E., 494.12 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "D" FOR CONVENIENCE; THENCE FOLLOWING THE MEAN HIGH WATER LINE IN A SOUTHEASTERLY DIRECTION TO AFOREMENTIONED POINT "C".

AND

PARCEL 109

THAT PART OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, LYING NORTHWESTERLY OF S.R. 400 (INTERSTATE 275) LESS ROAD RIGHTS-OF-WAY FOR S.R. 688 (ULMERTON ROAD), S.R. 400 (INTERSTATE 275), AND S.R. 688 (NINTH STREET NORTH).

AND

PARCEL 110

THAT PART OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, LYING SOUTHEASTERLY OF S.R. 400 (INTERSTATE 275), LESS ROAD RIGHTS-OF-WAY FOR S.R. 400 (INTERSTATE 275) AND S.R. 688 (NINTH STREET NORTH).

SUBJECT TO THE FOLLOWING CONTINUOUS DRAINAGE EASEMENT: LYING WITHIN 25 FEET EACH SIDE OF THE FOLLOWING-DESCRIBED DITCH CENTERLINE; COMMENCE ON THE EAST LINE OF SAID SECTION 12, AT A POINT 2580.77 FEET (2581.96 FEET, DEED) NORTHERLY OF THE SOUTHEAST CORNER THEREOF; THENCE S.60°12'45"W. (S.59°53'08"W., DEED) A DISTANCE OF 79.00 FEET; THENCE S.72°44'53"W. (S.72°25'16"W., DEED) A DISTANCE OF 137.94 FEET TO THE WESTERLY RIGHT-OF-WAY OF S.R. 688 (NINTH STREET NORTH, A 400-FOOT RIGHT-OF-WAY). CONTINUE THENCE S.72°44'53"W. (S.72°25'16"W., DEED) 349.74 FEET TO THE END OF SAID DITCH CENTERLINE. LESS AND EXCEPT ANY PORTION OF SAID EASEMENT WHICH LIES WITHIN THE DEDICATED RIGHT-OF-WAY OF S.R. 688 (NINTH STREET NORTH)

NO.

3376

AND

EXHIBIT

A

PAGE 16 OF 21

PARCEL 111

A PORTION OF GOVERNMENT LOTS 3 AND 4, AND A PORTION OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 30 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 7 AS A POINT OF REFERENCE; THENCE ALONG THE WEST LINE OF SAID SECTION 7, N.00°12'45"E., 916.44 FEET; THENCE LEAVING SAID SECTION LINE S.89°48'50"E., 200.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF S.R. 688 (NINTH STREET NORTH, A 400-FOOT RIGHT-OF-WAY) FOR A POINT OF BEGINNING; THENCE CONTINUE S.89°48'50"E., 1208.14 FEET; THENCE N.53°49'29"E., 438.25 FEET; THENCE N.67°57'40"E., 197.57 FEET; THENCE N.701°40'49"E., 212.64 FEET; THENCE N.86°41'37"E., 488.85 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF S.R. 687 (FOURTH STREET NORTH, A 430-FOOT RIGHT-OF-WAY); THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF AFOREMENTIONED S.R. 687 (FOURTH STREET NORTH) N.00°06'38"E., 1526.23 FEET; THENCE FOLLOWING A CHANGE IN DIRECTION IN SAID RIGHT-OF-WAY N.89°53'22"W., 113.14 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER KNOWN AS POINT "A" FOR CONVENIENCE.

RETURN THENCE TO THE POINT OF BEGINNING; THENCE ALONG THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY OF S.R. 688 (NINTH STREET NORTH) N.00°12'45"E., 1744.24 FEET; THENCE FOLLOWING A CHANGE IN DIRECTION OF SAID RIGHT-OF-WAY S.89°47'15"E., 154.61 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER KNOWN AS POINT "B" FOR CONVENIENCE; THENCE FOLLOWING THE MEAN HIGH WATER LINE IN AN EASTERLY DIRECTION TO THE AFOREMENTIONED POINT "A".

AND

PARCEL 112

A PORTION OF THE SOUTHEAST 1/4, TOGETHER WITH A PORTION OF GOVERNMENT LOT 2 IN FRACTIONAL SECTION 7, TOWNSHIP 30 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR STATE ROAD 687 (FOURTH STREET NORTH), BEING DESCRIBED AS FOLLOWS:

COMMENCE ON THE CENTERLINE OF STATE ROAD 687 (FOURTH STREET NORTH, A 430 FOOT RIGHT-OF-WAY), AT A POINT 1510.95 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION 7 FOR A POINT OF REFERENCE; THENCE S.89°50'57"E., 230.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE AFOREMENTIONED STATE ROAD 687 (FOURTH STREET NORTH) FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY, CONTINUE S.89°50'57"E., 360.51 FEET; THENCE S.34°33'01"E., 849.46 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 812.45 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG SAID LINE S.89°51'23"E., 381.28 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1352.00 FEET OF THE SOUTH 2164.45 FEET OF THE EAST 1200.00 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG THE WEST LINE THEREOF N.00°16'38"E., 1262.17 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "A" FOR CONVENIENCE.

RETURN THENCE TO THE POINT OF BEGINNING; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF AFOREMENTIONED STATE ROAD 687 (FOURTH STREET NORTH) N.00°06'38"E., 1506.54 FEET; THENCE ALONG A CHANGE OF DIRECTION OF SAID RIGHT-OF-WAY S.89°53'22"E., 149.49 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "B" FOR CONVENIENCE; THENCE FOLLOWING THE MEAN HIGH WATER LINE IN A SOUTHEASTERLY DIRECTION TO THE AFOREMENTIONED POINT "A".

AND

NO. 3376
EXHIBIT A
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PARCEL 114

A PORTION OF THE SOUTHWEST 1/4, TOGETHER WITH A PORTION OF GOVERNMENT LOT 2 IN FRACTIONAL SECTION 8, AND A PORTION OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 17, AND A PORTION OF FRACTIONAL SECTION 16 WHICH LIES NORTHERLY AND WESTERLY OF STATE ROAD 600 (GANDY BOULEVARD), ALL IN TOWNSHIP 30 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8 AS A POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE THEREOF S.89°56'14"E., 2644.54 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 17, S.00°21'33"W., 1145.20 FEET; THENCE LEAVING SAID NORTH-SOUTH CENTERLINE S.60°51'09"E., 1329.66 FEET; THENCE S.21°31'26"E., 817.03 FEET, TO A POINT ON A LINE WHICH IS 80.00 FEET NORTHERLY AT RIGHT ANGLES AND PARALLEL TO THE EAST-WEST CENTERLINE OF SAID SECTION 17; THENCE ALONG SAID LINE N.89°40'53"E., 1170.97 FEET TO A POINT 80.00' NORTHERLY OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE LEAVING SAID LINE S.82°43'44"E., 376.74 FEET; THENCE S.65°36'24"E., 279.87 FEET; THENCE S.39°16'18"E., 136.76 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 600 (GANDY BOULEVARD, SAID RIGHT-OF-WAY BEING 200 FEET NORTHERLY AND WESTERLY OF THE CENTERLINE); THENCE ALONG SAID RIGHT-OF-WAY N.72°47'21"E., 146.22 FEET; THENCE ALONG A CHANGE OF DIRECTION OF SAID RIGHT-OF-WAY N.17°12'39"W., 60.00 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "A" FOR CONVENIENCE.

RETURN THENCE TO THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, N.00°16'38"E., 1702.50 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "B" FOR CONVENIENCE; THENCE FOLLOWING THE MEAN HIGH WATER LINE IN A SOUTHEASTERLY DIRECTION TO THE AFOREMENTIONED POINT "A".

A PORTION OF THE SOUTH 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, LESS RIGHTS-OF-WAY FOR STATE ROAD 688 (ULHERTON ROAD), STATE ROAD 400 (INTERSTATE 275), AND A BORROW PIT, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 1, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 16 EAST, AS A POINT OF REFERENCE; THENCE ALONG THE WEST LINE OF SAID SECTION 12, S.00°07'43"W., 12.00 FEET TO THE SURVEY LINE OF STATE ROAD 688, AS DESCRIBED IN OFFICIAL RECORDS BOOK 460, PAGE 332 OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID SURVEY LINE S.89°49'48"E., 4201.70 FEET TO STATION 195+00; THENCE LEAVING SAID SURVEY LINE, N.00°10'12"E., 200.00 FEET TO A POINT WHERE THE RIGHT-OF-WAY OF SAID STATE ROAD 688 (ULHERTON ROAD) ENDS AND THE RIGHT-OF-WAY OF SAID STATE ROAD 400 (INTERSTATE 275, AS DESCRIBED IN OFFICIAL RECORDS BOOK 381, PAGE 90) BEGINS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE FOLLOWING SAID RIGHT-OF-WAY OF STATE ROAD 400, N.00°10'12"E., 248.67 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "A" FOR CONVENIENCE; THENCE FOLLOWING THE MEAN HIGH WATER LINE IN A NORTHWESTERLY, THEN NORTHEASTERLY DIRECTION TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF A BORROW PIT DESCRIBED IN OFFICIAL RECORDS BOOK 381, PAGE 91 OF PINELLAS COUNTY, FLORIDA, SAID POINT BEING 720.11 FEET, MORE OR LESS, N.00°10'12"E., OF THE POINT OF BEGINNING, AND ALSO HEREINAFTER REFERRED TO AS POINT "B" FOR CONVENIENCE; THENCE ALONG SAID RIGHT-OF-WAY N.00°10'12"E., 194.73 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "C" FOR CONVENIENCE.

RETURN THENCE TO THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID STATE ROAD 688 (ULHERTON ROAD), SAID LINE BEING 200.00 FEET NORTHERLY OF THE AFOREMENTIONED SURVEY LINE, N.89°49'48"W., 2554.35 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, N.29°18'50"E., 581.50 FEET; THENCE S.70°11'30"E., 340.00 FEET; THENCE N.00°01'15"E., 864.11 FEET; THENCE N.55°17'23"W., 887.89 FEET TO A POINT ON THE EASTERLY BOUNDARY OF AN 80-FOOT INGRESS-EGRESS EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 4197, PAGE 237, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5273, PAGE 1962, ALL OF PINELLAS COUNTY, FLORIDA; THENCE LEAVING SAID EASEMENT BOUNDARY ALONG THE SOUTH LINE OF SAID LANDS, S.90°00'00"E., 494.12 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "D" FOR CONVENIENCE; THENCE FOLLOWING THE MEAN HIGH WATER LINE IN A SOUTHEASTERLY DIRECTION TO AFOREMENTIONED POINT "C".

PARCEL 109

THAT PART OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, LYING NORTHWESTERLY OF S.R. 400 (INTERSTATE 275) LESS ROAD RIGHTS-OF-WAY FOR S.R. 688 (ULHERTON ROAD), S.R. 400 (INTERSTATE 275), AND S.R. 688 (NINTH STREET NORTH),

PARCEL 110

THAT PART OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, LYING SOUTHEASTERLY OF S.R. 400 (INTERSTATE 275), LESS ROAD RIGHTS-OF-WAY FOR S.R. 400 (INTERSTATE 275) AND S.R. 688 (NINTH STREET NORTH),

SUBJECT TO THE FOLLOWING CONTINUOUS DRAINAGE EASEMENT: LYING WITHIN 25 FEET EACH SIDE OF THE FOLLOWING-DESCRIBED DITCH CENTERLINE: COMMENCE ON THE EAST LINE OF SAID SECTION 12, AT A POINT 2580.77 FEET (2581.96 FEET, DEED) NORTHERLY OF THE SOUTHEAST CORNER THEREOF; THENCE S.60°12'45"W. (S.59°53'08"W., DEED) A DISTANCE OF 79.00 FEET; THENCE S.72°44'53"W. (S.72°25'16"W., DEED) A DISTANCE OF 137.94 FEET TO THE WESTERLY RIGHT-OF-WAY OF S.R. 688 (NINTH STREET NORTH, A 400-FOOT RIGHT-OF-WAY). CONTINUE THENCE S.72°44'53"W. (S.72°25'16"W., DEED) 349.74 FEET TO THE END OF SAID DITCH CENTERLINE, LESS AND EXCEPT ANY PORTION OF SAID EASEMENT WHICH LIES WITHIN THE DEDICATED RIGHT-OF-WAY OF S.R. 688 (NINTH STREET NORTH)

PARCEL 111

A PORTION OF GOVERNMENT LOTS 3 AND 4, AND A PORTION OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 30 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 7 AS A POINT OF REFERENCE; THENCE ALONG THE WEST LINE OF SAID SECTION 7, N.00°12'45"E., 916.44 FEET; THENCE LEAVING SAID SECTION LINE S.89°48'50"E., 200.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF S.R. 688 (NINTH STREET NORTH, A 400-FOOT RIGHT-OF-WAY) FOR A POINT OF BEGINNING; THENCE CONTINUE S.89°48'50"E., 1208.14 FEET; THENCE N.53°49'29"E., 438.25 FEET; THENCE N.67°57'40"E., 197.57 FEET; THENCE N.01°40'49"E., 212.64 FEET; THENCE N.86°41'37"E., 488.85 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF S.R. 687 (FOURTH STREET NORTH, A 430-FOOT RIGHT-OF-WAY); THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF AFOREMENTIONED S.R. 687 (FOURTH STREET NORTH) N.00°06'38"E., 1526.23 FEET; THENCE FOLLOWING A CHANGE IN DIRECTION IN SAID RIGHT-OF-WAY N.89°53'22"W., 113.14 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER KNOWN AS POINT "A" FOR CONVENIENCE.

RETURN THENCE TO THE POINT OF BEGINNING; THENCE ALONG THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY OF S.R. 688 (NINTH STREET NORTH) N.00°12'45"E., 1744.24 FEET; THENCE FOLLOWING A CHANGE IN DIRECTION OF SAID RIGHT-OF-WAY S.89°47'15"E., 154.61 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER KNOWN AS POINT "B" FOR CONVENIENCE; THENCE FOLLOWING THE MEAN HIGH WATER LINE IN AN EASTERLY DIRECTION TO THE AFOREMENTIONED POINT "A".

PARCEL 112

A PORTION OF THE SOUTHEAST 1/4, TOGETHER WITH A PORTION OF GOVERNMENT LOT 2 IN FRACTIONAL SECTION 7, TOWNSHIP 30 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR STATE ROAD 687 (FOURTH STREET NORTH), BEING DESCRIBED AS FOLLOWS:

COMMENCE ON THE CENTERLINE OF STATE ROAD 687 (FOURTH STREET NORTH, A 430 FOOT RIGHT-OF-WAY), AT A POINT 1510.95 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION 7 FOR A POINT OF REFERENCE; THENCE S.89°50'57"E., 230.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE AFOREMENTIONED STATE ROAD 687 (FOURTH STREET NORTH) FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY, CONTINUE S.89°50'57"E., 360.51 FEET; THENCE S.34°33'01"E., 849.46 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 812.45 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG SAID LINE S.89°51'23"E., 381.28 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1352.00 FEET OF THE SOUTH 2164.45 FEET OF THE EAST 1200.00 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG THE WEST LINE THEREOF N.00°16'38"E., 1262.17 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "A" FOR CONVENIENCE.

RETURN THENCE TO THE POINT OF BEGINNING; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF AFOREMENTIONED STATE ROAD 687 (FOURTH STREET NORTH) N.00°06'38"E., 1506.54 FEET; THENCE ALONG A CHANGE OF DIRECTION OF SAID RIGHT-OF-WAY S.89°53'22"E., 149.49 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "B" FOR CONVENIENCE; THENCE FOLLOWING THE MEAN HIGH WATER LINE IN A SOUTHEASTERLY DIRECTION TO THE AFOREMENTIONED POINT "A".

NO. 3376

EXHIBIT

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PARCEL 114

A PORTION OF THE SOUTHWEST 1/4, TOGETHER WITH A PORTION OF GOVERNMENT LOT 2 IN FRACTIONAL SECTION 8, AND A PORTION OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 17, AND A PORTION OF FRACTIONAL SECTION 16 WHICH LIES NORTHERLY AND WESTERLY OF STATE ROAD 600 (GANDY BOULEVARD), ALL IN TOWNSHIP 30 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8 AS A POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE THEREOF S.89°56'14"E., 2644.54 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 17, S.00°21'33"W., 1145.20 FEET; THENCE LEAVING SAID NORTH-SOUTH CENTERLINE S.60°51'09"E., 1329.66 FEET; THENCE S.21°31'26"E., 817.03 FEET, TO A POINT ON A LINE WHICH IS 80.00 FEET NORTHERLY AT RIGHT ANGLES AND PARALLEL TO THE EAST-WEST CENTERLINE OF SAID SECTION 17; THENCE ALONG SAID LINE N.89°40'53"E., 1170.97 FEET TO A POINT 80.00 FEET NORTHERLY OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE LEAVING SAID LINE S.82°43'44"E., 376.74 FEET; THENCE S.65°36'24"E., 279.87 FEET; THENCE S.39°16'18"E., 136.76 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 600 (GANDY BOULEVARD, SAID RIGHT-OF-WAY BEING 200 FEET NORTHERLY AND WESTERLY OF THE CENTERLINE); THENCE ALONG SAID RIGHT-OF-WAY N.72°47'21"E., 146.22 FEET; THENCE ALONG A CHANGE OF DIRECTION OF SAID RIGHT-OF-WAY N.17°12'39"W., 60.00 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "A" FOR CONVENIENCE.

RETURN THENCE TO THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, N.00°16'38"E., 1702.50 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "B" FOR CONVENIENCE; THENCE FOLLOWING THE MEAN HIGH WATER LINE IN A SOUTHEASTERLY DIRECTION TO THE AFOREMENTIONED POINT "A".

PARCEL 103

A PORTION OF GOVERNMENT LOTS 3 AND 4 IN FRACTIONAL SECTION 35 AND A PORTION OF GOVERNMENT LOT 1 IN FRACTIONAL SECTION 36, ALL IN TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 2 AND A PORTION OF FRACTIONAL SECTION 1, ALL IN TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF FEATHER COVE UNIT ONE, AS RECORDED IN PLAT BOOK 85, PAGES 74-75, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH 2433.57 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 2, AS A POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF THE SOUTH 2433.57 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 2, S.89°51'16"E., 2677.58 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 2; THENCE ALONG SAID SECTION LINE, S.00°24'43"W., 1033.59 FEET CALCULATED, 1033.49 FEET MEASURED, TO THE NORTHWEST CORNER OF THE SOUTH 1400 FEET OF THE WEST 1140.89 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE ALONG THE NORTH LINE THEREOF, S.89°50'58"E., 1140.90 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE EAST LINE THEREOF S.00°24'43"W., 400.01 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5273, PAGE 1962, OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE THEREOF, S.90°00'00"E., 1000.00 FEET; THENCE ALONG THE EAST LINE THEREOF, S.00°13'05"W., 1122.37 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "A" FOR CONVENIENCE.

RETURN THENCE TO THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, N.00°10'21"E., 227.48 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF GOVERNMENT LOT 3 IN SAID FRACTIONAL SECTION 35, CONTINUE N.00°10'21"E., 231.59 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT "B" FOR CONVENIENCE; THENCE FOLLOWING THE MEAN HIGH WATER LINE IN A SOUTHEASTERLY DIRECTION TO THE AFOREMENTIONED POINT "A".

LESS THE FOLLOWING DESCRIBED PARCEL: FROM THE NORTHEAST CORNER OF FEATHER COVE UNIT ONE, AS RECORDED IN PLAT BOOK 85, PAGES 74-75, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH 2433.57 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 2, AS A POINT OF REFERENCE; THENCE ALONG THE NORTH LINE OF SAID SOUTH 2433.57 FEET THEREOF S.89°51'16"E., 1734.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE S.89°51'16"E., 188.32 FEET; THENCE LEAVING SAID LINE N.52°11'50"E., 73.66 FEET; THENCE N.89°51'16"E., 130.00 FEET; THENCE S.00°14"W., 45.00 FEET TO THE POINT OF BEGINNING. EVIDENT...

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