

RESOLUTION NO. 16-05

A RESOLUTION OF THE CITY OF CLEARWATER, FLORIDA APPROVING TERMINATION OF A DEVELOPMENT AGREEMENT AND THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (COLLECTIVELY "THE AGREEMENT") BETWEEN THE CITY OF CLEARWATER AND CLEARWATER CHRISTIAN PRIVATE SCHOOL, INC., A FLORIDA NON-PROFIT CORPORATION, AND ITS SUCCESSORS, AND AUTHORIZING APPROPRIATE OFFICIALS TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clearwater entered into a Development Agreement with Clearwater Christian Private School, Inc. (hereinafter "Clearwater Christian"), a Florida Non-Profit Corporation, dated August 12, 2010, recorded in O.R. Book 17005, Page 630, Public Records of Pinellas County, Florida concerning the development of 131.05 acres owned by Clearwater Christian (the Development Agreement is attached hereto as Exhibit A); and

WHEREAS, the Development Agreement was amended by the First Amendment to Development Agreement, dated October 27, 2010, recorded in O.R. Book 17078, Page 179, Public Records of Pinellas County, Florida (the First Amendment to Development Agreement is attached hereto as Exhibit B); and

WHEREAS, the City and Clearwater Christian mutually agree to a termination of the Agreement, pursuant to section 163.3237, Florida Statutes (the Termination is attached as Exhibit C); and

WHEREAS, the termination is contingent upon the City's purchase of a portion of the Clearwater Christian property, as more particularly described in Exhibit D.

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

Section1. The Agreement between the City of Clearwater and Clearwater Christian, which is attached as Exhibits A and B, is to be terminated, contingent upon the closing of the City's purchase of a portion of Clearwater Christian's property, as more particularly described in Exhibit D.

Section2. Hereby authorizes appropriate officials to execute the Termination of Development Agreement, as amended, which is attached as Exhibit C.

Section 3. This resolution shall take effect immediately.

PASSED AND ADOPTED this _____ day of _____, 2016.

George N. Cretekos
Mayor

Approved as to form:

Attest:

Camilo A. Soto
Assistant City Attorney

Rosemarie Call
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

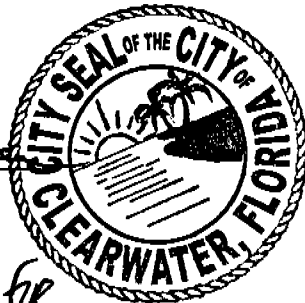
Amy Willis
Printed Name: Amy Willis

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

Sandra Harriger
Printed Name: Sandra Harriger

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

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



Approved as to Form: Leslie K. Dougall-Sides
Leslie K. Dougall-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 726303
EXPIRES: February 18, 2012
Bonded Thru Budget Notary Services

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 # DD952018
EXPIRES March 06, 2014
FloridaNotaryService.com
(407) 398-0153

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

Exhibit A
Legal Descriptions

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	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

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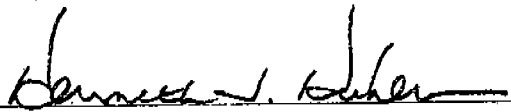
LEGAL DESCRIPTION

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 151.36 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 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 N66°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 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°45'36"W FOR A DISTANCE OF 15.55 FEET; THENCE N39°48'21"W FOR A DISTANCE OF 36.76 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 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 N06°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 56.85 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 68.66 FEET; THENCE N14°00'29"W FOR A DISTANCE OF 71.74 FEET; THENCE N14°13'49"W FOR A DISTANCE OF 67.82 FEET; THENCE N14°40'09"W FOR A DISTANCE OF 56.35 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°03'55"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 N69°40'42"E FOR A DISTANCE OF 62.82 FEET; THENCE N61°22'43"E FOR A DISTANCE OF 14.89 FEET; THENCE N71°52'59"E FOR A DISTANCE OF 82.57 FEET; THENCE N73°20'51"E FOR A DISTANCE OF 53.45 FEET; THENCE N06°12'39"E FOR A DISTANCE OF 89.41 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 235.75 FEET, AN ARC LENGTH OF 195.98 FEET, A CENTRAL ANGLE OF 47°37'49", A CHORD BEARING OF N18°16'13"W AND A CHORD DISTANCE OF 190.39 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE N59°58'40"E FOR A DISTANCE OF 98.98 FEET; THENCE N59°58'40"E FOR A DISTANCE OF 36.67 FEET; THENCE N59°58'40"E FOR A DISTANCE OF 39.40 FEET; THENCE N59°58'40"E FOR A DISTANCE OF 82.41 FEET; THENCE N18°16'39"E FOR A DISTANCE OF 25.85 FEET; THENCE N19°31'42"W FOR A DISTANCE OF 33.69 FEET; THENCE N45°49'14"E FOR A DISTANCE OF 53.28 FEET; THENCE N79°47'39"E FOR A DISTANCE OF 26.81 FEET; THENCE S89°45'54"E FOR A DISTANCE OF 74.24 FEET; THENCE S60°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 16 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 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 763.40 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 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

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SKETCH & DESCRIPTION

DATE: JULY 12, 2010

SHEET 3 OF 3

KJK

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
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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°53'07"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	S14°40'09"E
L35	33.98	S14°45'24"E
L36	156.14	S56°53'14"W
L37	62.82	S69°40'42"W
L38	14.89	S61°22'43"W
L39	82.57	S71°52'59"W

L40	53.45	S73°20'51"W
L41	89.41	S06°12'39"W
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).
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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 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 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°50'16"W FOR A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 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 N65°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 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 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°45'36"W FOR A DISTANCE OF 15.55 FEET; THENCE N39°48'21"W FOR A DISTANCE OF 36.76 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°14'16"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 N06°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 56.85 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 68.66 FEET; THENCE N14°00'29"W FOR A DISTANCE OF 71.74 FEET; THENCE N14°13'49"W FOR A DISTANCE OF 67.82 FEET; THENCE N14°40'09"W FOR A DISTANCE OF 56.35 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°03'55"E AND A CHORD DISTANCE OF 37.46 FEET TO A POINT OF TANGENCY; THENCE N58°53'14"E FOR A DISTANCE OF 156.14 FEET; THENCE N89°40'42"E FOR A DISTANCE OF 62.82 FEET; THENCE N61°22'43"E FOR A DISTANCE OF 14.89 FEET; THENCE N71°52'59"E FOR A DISTANCE OF 82.57 FEET; THENCE N73°20'51"E FOR A DISTANCE OF 53.45 FEET; THENCE N06°12'39"E FOR A DISTANCE OF 89.41 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 235.75 FEET, AN ARC LENGTH OF 195.98 FEET, A CENTRAL ANGLE OF 47°37'49"; A CHORD BEARING OF N18°16'13"W AND A CHORD DISTANCE OF 190.39 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE N59°58'40"E FOR A DISTANCE OF 98.98 FEET; THENCE N59°58'40"E FOR A DISTANCE OF 36.67 FEET; THENCE N18°16'39"E FOR A DISTANCE OF 25.85 FEET; THENCE N19°31'42"W FOR A DISTANCE OF 33.69 FEET; THENCE N18°16'39"E FOR A DISTANCE OF 26.81 FEET; THENCE N45°49'14"E FOR A DISTANCE OF 53.28 FEET; THENCE N79°47'39"E FOR A DISTANCE OF 26.81 FEET; THENCE S89°00'00"E FOR A DISTANCE OF 74.24 FEET; THENCE S60°10'21"E FOR A DISTANCE OF 67.91 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 16 EAST; THENCE N00°00'00"E ALONG SAID SECTION LINE FOR A DISTANCE OF 663.42 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 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 206.22 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 16135, 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 344.66 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID EASTER TRACT S52°12'03"E FOR A DISTANCE OF 572.80 FEET; THENCE S00°46'40"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°03'36"; A CHORD BEARING OF N86°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 98.99 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

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SKETCH & DESCRIPTION

DATE: JULY 7, 2010

SHEET 3 OF 3

KJK

Exhibit B

Master Plan

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

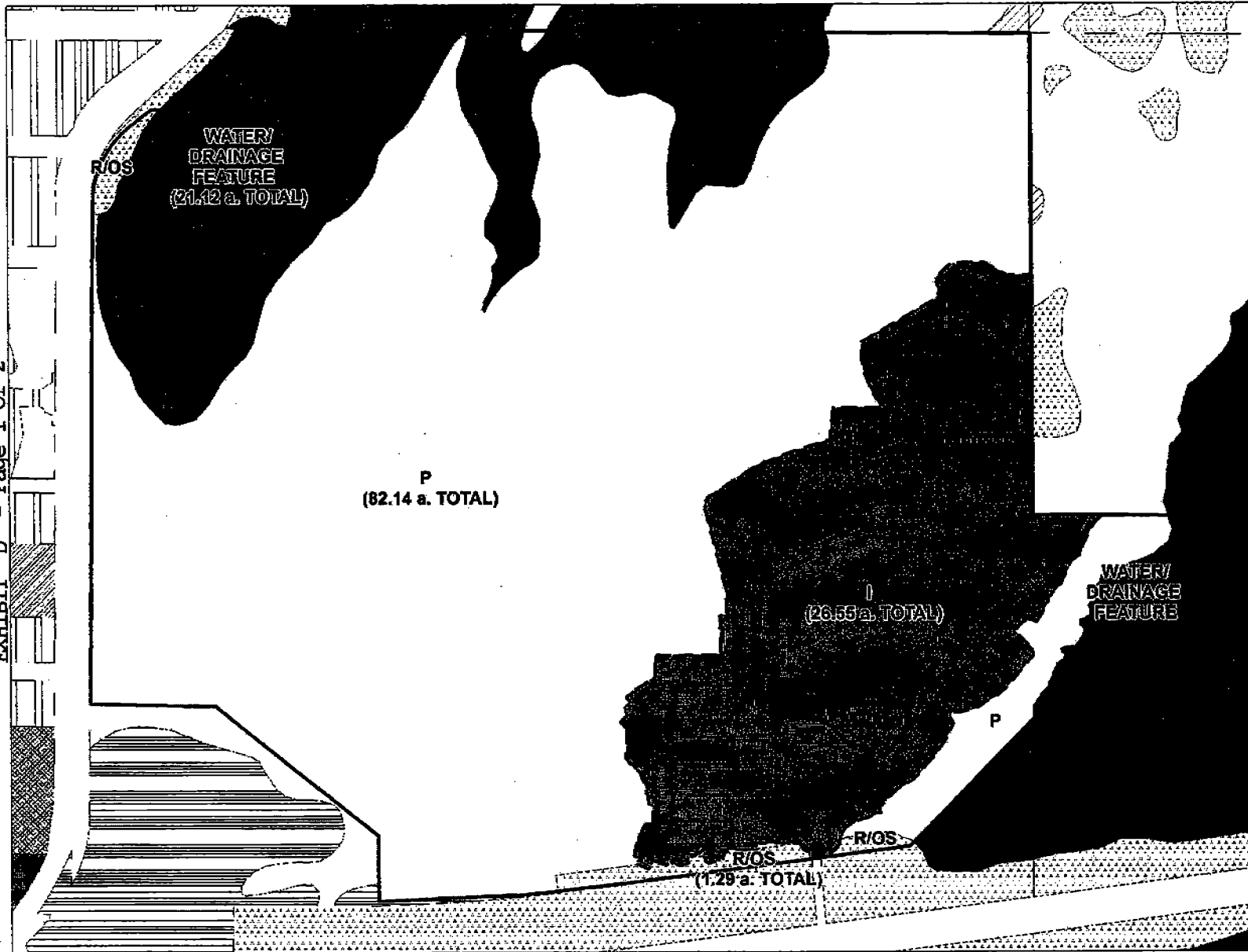
event the City does not wish to take ownership of the Mitigation Area, to another government or conservation organization, in fee simple, for the purpose of expanding the Coopers Point Nature Park recreation area (subject to approval of the USACOE and SWFWMD).

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.

Exhibit D

EXHIBIT "D" - Page 1 of 2



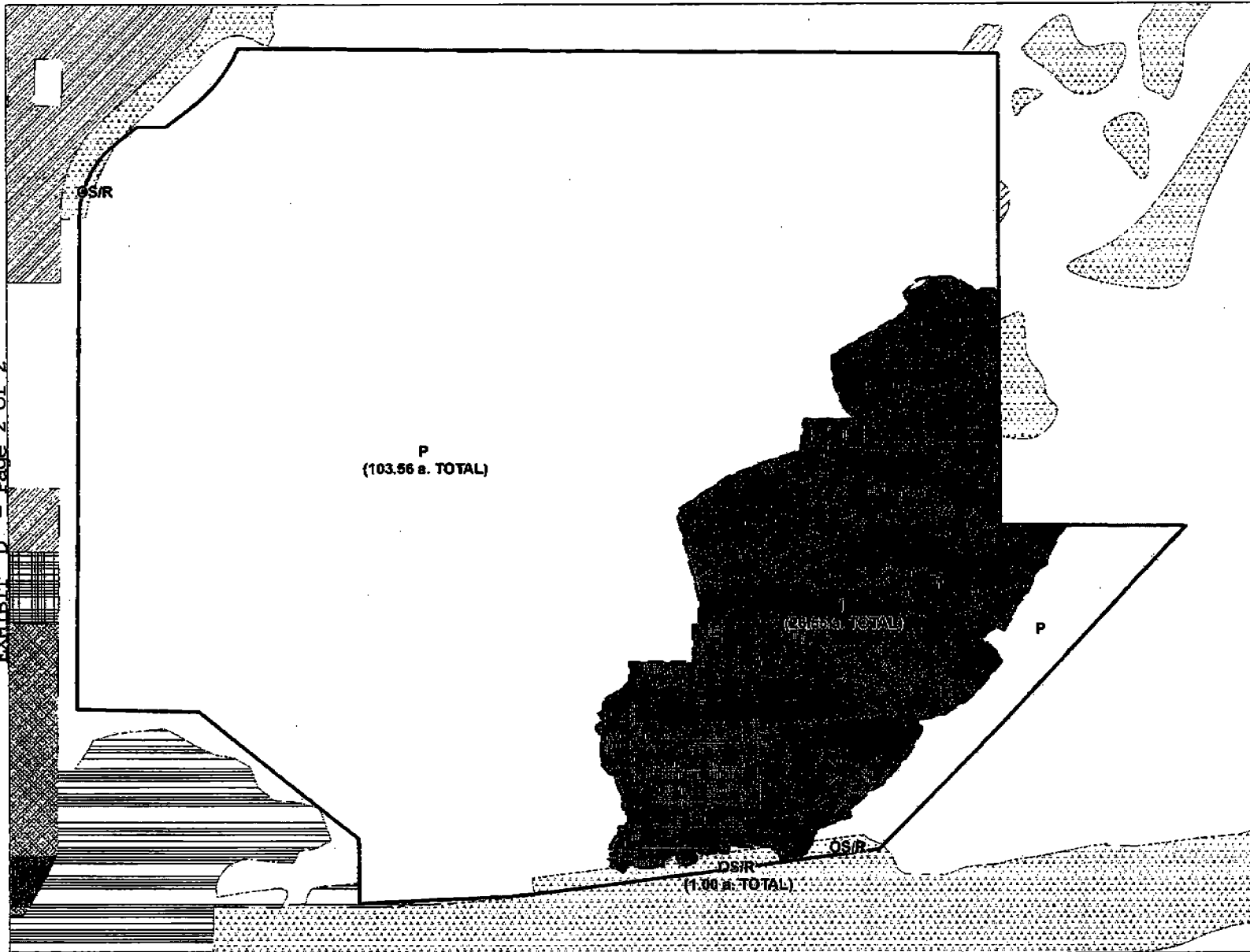
**PROPOSED CAMPUS
FUTURE LAND USE**

- 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



EXHIBIT "D" - Page 2 of 2



**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

66 27453

FILED S 315-00
2358 748 15-50

This Indenture, Made this 20th day of March A.D. 1966

Between DERWIN B. SMITH, a single man and BONNIE E. RIPP, a widow

RECORDED
PINELLAS CO. FLORIDA
MARBLE HULLERS & SONS

part 1st of the last part and CONSERVATIVE CHRISTIAN PRIVATE SCHOOLS, INC.,
a Florida Corporation (in process of being amended to:
Clearwater Christian Private Schools, Inc.) Box A, Clear-
water, Florida

Witnesseth, That the said part 1st of the first part, for and in consideration of the
sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

to them in hand paid by the said part 2d of the second part the receipt whereof is hereby acknowledged, the granted, bargained and sold to the said part 2d of the second part, his heirs, assigns and assigns forever, the following described land, situate in Pinellas County, Florida, to wit:
Part of Government Lot 4 in the Northeast 1/4 of Section 16, Town-
ship 29 S, Range 16 E and a part of the Northeast 1/4 of the North-
east 1/4 of Section 16, Township 29 S, Range 16 E, City of Clearwater
Pinellas County, Florida, being described as follows: Start at the
Northeast corner of Government Lot 4, in the Northeast 1/4 of Sec-
tion 16-29-16 for a P.O.B. and go South 00 deg 02 min 42 sec W,
558.44 feet along the east line of said Government Lot 4; thence go
North 89 deg 30 min 26 sec East, 300.00 feet; thence go South 41 deg
29 min 04 sec W, 453.31 feet to a point on the northerly right-of-
way line of Courtney Campbell Parkway; thence go South 82 deg 38 min
52 sec W, 302.52 feet along said right-of-way line; thence go North
00 deg 02 min 42 sec E, 1,654.20 ft; thence go South 89 deg 57 min
18 sec East, 900.00 feet to a point on the east line of the North-
east 1/4 of the Northeast 1/4 of the aforementioned Section 16;
thence go South 00 deg 02 min 42 sec West, 719.33 feet along said
east line to the P.O.B.

Subject to right-of-way of record.

Subject to purchase money, 2:22 page of even date.

To Have and to Hold the Same, together with all the benefits and appurtenances
thereto belonging or in anywise appertaining, to the said part 2d of the second part, his heirs, assigns and
assigns forever, and the said part 1st of the first part do hereby fully warrant the title to said
land and will defend the same against the lawful claim of all persons whomsoever.

Part 2d of the second part covenants the payment of taxes for the year 1966 and subsequent years
in which the same are assessed. The said part 1st of the first part he, her, her heirs and assigns
do hereby warrant the title to said land and will defend the same against the lawful claim of all persons whomsoever.

Witness my hand and official seal this 20th day of March 1966 at Clearwater, Florida.
DERWIN B. SMITH (SEAL)
BONNIE E. RIPP (SEAL)

I Hereby Certify, that on this day personally appeared before me, an officer duly authorized to ad-

minister oaths and take acknowledgments DERWIN B. SMITH, single and BONNIE E.
RIPP, a widow

to me well known to be the persons described in and who executed the foregoing instrument and acknowl-
edged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 25th day of March 1966
Notary Public

My Commission expires

6/20/67



*Leb
No.
done
30 at
55 dur*

75001914

A. 4248 P. 1055

WARRANTY DEED

THIS INDENTURE, Made this 17th day of December, 1974.

Between

DERWIN B. SMITH, II, joined by his wife, LINDA B. SMITH,

residing at 968 Monterey Point

of the City _____ of St. Petersburg County of Pinellas, and State
of Florida, Parties of the First Part, and

CLEARWATER CHRISTIAN COLLEGE PRIVATE SCHOOL, INC.,

A Florida corporation, 3400 Gulf to Bay Boulevard, Clearwater,
Pinellas County, Florida, 33519, Party of the Second Part.

WITNESSETH, that the said Parties of the First Part, for and
in consideration of the sum of ten dollars and other valuable con-
sideration to them in hand paid by the said Party of the Second Part,
the receipt whereof is hereby acknowledged, have granted, bargained,
and sold to the said Party of the Second Part, its successors and
assigns forever, their undivided one-half interest in and to the
following described land being described as follows:

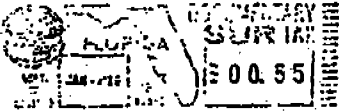
Being a parcel of land in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16,
Township 29S, Range 16E, City of Clearwater, Pinellas County, Florida,
being described as follows:

Start at the SE corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of
Section 16-29-16 and go N 00° 02' 42" E, 719.33' along the
east line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ 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° 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 12.53 acres more
or less.

The instrument prepared by
JOHN F. ALLEN, JR.
Attorney at Law
4208 Center Avenue
St. Petersburg, FL 33711

RETURN TO

16
7
6
1
7
5
CLEARWATER
COUNTY
FLORIDA



44 4248 PSE1056

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 whomsoever.

Signed, Sealed and delivered in the presence of:

Jamie J. Blain
Marilyn A. Buzick

Derwin B. Smith II (SEAL)
DERWIN B. SMITH, II

Linda B. Smith (SEAL)
LINDA B. SMITH

STATE OF FLORIDA)
COUNTY OF PINELLAS)SS..

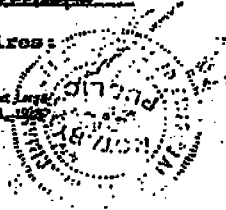
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DERWIN B. SMITH, II, joined by his wife, LINDA B. SMITH, to me known to be the persons described in and who executed the foregoing instrument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

This instrument prepared by
JOHN T. ALLEN, JR.
Attorney at Law
4506 Central Avenue
St. Petersburg, FL 33711

Jamie J. Blain
NOTARY PUBLIC
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires MAY 31, 1980





111 6.00 ac.
2 1/2
131.70 ac
48.42 ac
186.10

75001946

44248 PAGE 1059

ADMINISTRATOR'S DEED

THIS INDENTURE, executed this 17th day of December, 1974, between DERWIN B. SMITH, II, Administrator of the Estate of Derwin 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 prepared by
JOHN T. ALLEN, JR.
Attorney at Law
6406 Central Avenue
St. Petersburg, FL 33712

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° 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 12.53 acres more or less.

APR 7 6 11 PM '75
Pinellas County
Clerk of Court

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 the orders

A. 4248 PAGE 1060

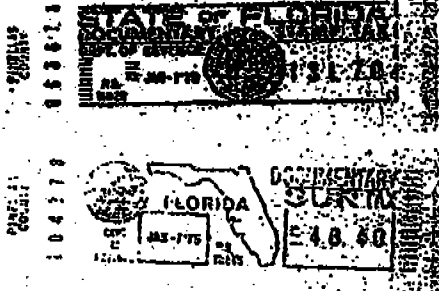
of the above-named Court and the laws of Florida have been followed and complied with in all respects.

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:

Jamie D. Wasserman
Marilyn A. R...



STATE OF FLORIDA)
COUNTY OF PINELLAS) ss

Notary Public Commission Expires
JAN 1, 1975, P.M. 12:00
4150 ...
St. Petersburg, FL 33714

I HEREBY CERTIFY that on this day personall 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.

Jamie D. Wasserman
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
by Commission Expires 12/31, 1975

66 79168

CR 2465 PAGE 102

3-25
1305
3-25

QUITCLAIM DEED

THIS INDENTURE, made this 22nd day of September, A. D. 1966, 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 ^{SUCCESSORS} heirs and 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
PINELLAS COUNTY
SEP 29 9 31 AM '66

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its ^{SUCCESSORS} heirs 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: James D. Howard
City Manager

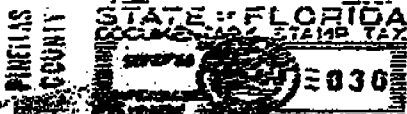
Attest: [Signature]
City Clerk

Signed, sealed and delivered in presence of:

Luella Bell
Earl W. Retzer

Approved as to form and correctness:

[Signature]
City Attorney



2465 ME 103

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY, that on this 22nd day of September,
A. D. 1966, before me personally appeared James R. 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 is above written.

Raymond F. Lydman
Notary Public State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires 02-27-1970
Bonded by Transamerica Insurance Co.

INST # 98-352860
NOV 4, 1998 12:45PM

THIS INSTRUMENT PREPARED BY AND RETURN TO:
STEPHEN A. BAKER
ALLAN & SHIPP, P.A.
Attorneys at Law

PINELLAS COUNTY FLA.
OFF. REC. BK 10292 PG 2391

01 RECORDING REC 19.50
DS
INT
FL/S
MTF
PX
REV
TOTAL 19.50

INST # 98-371343
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 Gulf-to-Bay 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 HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS OF INDIVIDUALS, AND THE SUCCESSORS AND ASSIGNS 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, aliens, 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 19.50
DS
INT
FL/S
MTF
PX
REV
TOTAL 19.50

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 10001, 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.

(Faint, illegible text at the bottom of the page)

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

PINELLAS COUNTY FLA.
OFF REC BK 10292 PG 2392

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

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

PINELLAS COUNTY FLA.
OFF REC BK 10311 PG 1232

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, 1997.

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

WITNESSES:

Nicole Holley
Print: Nicole Holley

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, D/k/a LINDA B. SMITH

Bill Edger
Print: Bill Edger

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 # CC 493051
EXPIRES SEP 04, 1999
BONDED THRU
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, D/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 # OCT5474 EXPIRES
JUNE 7, 2002
BONDED THRU METFORM INSURANCE, INC.

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

PINELLAS COUNTY FLA.
OFF. REC. BK. 10292 PG. 2393

EXHIBIT "A"

Page 1 of 2

**LEGAL DESCRIPTION
(Corrected)**

PINELLAS COUNTY FLA.
OFF. REC. BK. 10311 PG. 1233

The North ½ of the NE ¼ 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.

LESS:

That portion thereof deeded to Robert D. Winn and Mary S. Winn, husband and wife, on November 16, 1992, by deed recorded in O.R. Book 8094, page 1155; public records of Pinellas County, Florida, described as follows: That portion of the NW¼ of Section 16, Township 29S, Range 16E, lying South of Drew Street, East of Unit 1 of Crystal Heights Subdivision, and Northwesterly of Bayshore Boulevard - together with the riparian rights thereto, being more particularly described as follows:

From the NE corner of the NW¼ 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 Northerly 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°35'48" 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 Southerly right-of-way of Drew Street (currently a 33' right-of-way); thence N 89°29'50" W along said Southerly right-of-way (33' from 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 ¼ 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 - Less 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.

PINELLAS COUNTY FLA.
OFF. REC. BK 10292 PG 2394

Continuation of EXHIBIT "A"
LEGAL DESCRIPTION (Corrected)

Page 2 of 2

PINELLAS COUNTY FLA.
OFF. REC. BK 10311 PG 1234

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°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.

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.

5C110978 MOK 11-20-1998 13:00:05
01 DEB-DEWIN SMITH II/LINDA B SMIT
RECORDING 1 819.50

TOTAL: 819.50
CHECK AMT. TENDERED: 817.50
CHANGE: 2.00

1C110091 766 11-04-1998 12:30:46
01 DEB-CLAR CHRISTIAN COLLEGE
RECORDING 1 819.50

TOTAL: 819.50
CHECK AMT. TENDERED: 819.50
CHANGE: 0.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:
STEPHEN A. BAKER 00-006259 JAN- 7-2000 11:10AM
ALLAN & SHIPP, P.A. PINELLAS CO BK 10779 PG 1420
Attorneys at Law
6675 13th Avenue North, Suite 2C
St. Petersburg, FL 33710

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

KARLEEN F. DE BLAYER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

33140600 01-07-2000 11:10:32 SSS
51 DEE-COPELAND
000000000
RECORDED: 002 PAGES 1 \$10.50
SOC STAMP - 0219 3 \$350.00

TOTAL: \$360.50
P CHECK AMT. TENDERED: \$360.50
CHANGE: \$1.00
BY [Signature] 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 4454, Clearwater, FL 33758
hereinafter called the grantor, to

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

whose post office address is 3400 Gulf-to-B. 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 HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS OF INDIVIDUALS,
AND THE SUCCESSORS AND ASSIGNS 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, aliens, remises, 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 Shore Boulevard, described as
follows: From the center of said Section 16, run N.0°37'03"E. along the
North-South centerline of said Section 16 a distance of 205.00 feet for 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. 18.00 feet
to a point on said North-South centerline; thence S.00°37'03"W. along said
North-South centerline a distance of 176.72 feet to the P.O.B., in Pinellas
County, Florida.

PAGES 2
ACCT _____
REC 10.50
OR219 350.00
OS _____
INT _____
FEES _____
MTF _____
P/C _____
REV _____
TOTAL 360.50
CK BAL _____
CNG AMT _____

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

PINELLAS COUNTY FLA.
OFF REC BK 10778 PG 1421

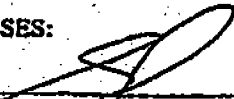
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

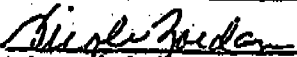
AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances,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

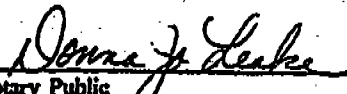

ALBERT W. COPELAND


Print: NICOLE JORDAN

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: 03-29-03
Commission Number: CC 821891

INST # 98-272432
AUG 25, 1998 1 05PM

(This space left blank intentionally for Clerk of Court, recording use.)

PINELLAS COUNTY FLA
OFF REC BK 10214 PG 919

0100001 070	08-25-1998	12:17:32
01 RFD-LAUF		
RECORDING	1	919.50
REC STAMP - 08219	3	91,600.00
TOTAL:		92,519.50
CHECK AMT. TENDERED:		92,519.50
CHANGE:		1.00

WARRANTY DEED

THIS WARRANTY DEED, made this 19 day of AUGUST, 1998, between WILLIAM B. WILKINS, a married man, F. BRUCE LAUER, a married man, and ROBERT JACOBSEN, an unmarried man, as tenants in common, whose mailing address is 2502 Rocky Point Drive, Suite 720, Tampa, FL 33602, as "Grantor", and CLEARWATER CHRISTIAN COLLEGE PRIVATE SCHOOL, INC., a Florida not-for-profit corporation, whose mailing address is 3400 Gulf to Bay Blvd., Clearwater, FL 33759, and whose tax identification number is _____.

WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid by Grantee to Grantor, the receipt of which is acknowledged, does hereby grant, bargain, sell and convey to Grantee, its heirs and assigns forever the following described land situated in the County of Pinellas, State of Florida:

(SEE EXHIBIT "A" ATTACHED HERETO)

together with all the estate, tenements, hereditaments, appurtenances and rights of Grantor in the above-described premises.

To have and to hold, the same in fee simple forever.

Grantor hereby covenants with Grantee that Grantor is fully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; and that Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is made and accepted subject to:

- a. Easements, covenants, restrictions, claims and reservations of record, if any; and
- b. Taxes for the year 1998 and thereafter.

THIS IS NOT HOMESTEAD PROPERTY.

Property Appraiser's I. D. No.: _____

Rel. James Hammond
1831 N Belknap Rd Suite A1
Clearwater, FL 33765

01	19.00
02	
03	1680.00
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1680.00
1699.50

PIHELLAS COUNTY FLA
OFF REC BK 10214 PG 927

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"

Omar Acosta
Signature

William B. Wilkins
WILLIAM B. WILKINS

OMAR ACOSTA
Print Name

Denise A. Bryant
Signature

DENISE A. BRYANT
Print Name

Omar Acosta
Signature

F. Bruce Laufer
F. BRUCE LAUFER

Omar Acosta
Print Name

Denise A. Bryant
Signature

DENISE A. BRYANT
Print Name

Robert Jacobsen
Signature

Robert Jacobsen
ROBERT JACOBSEN

Sid Bough
Print Name

John Scurias
Signature

John Scurias
Print Name

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 6th day of August
1998, by WILLIAM B. WILKINS, who is personally known to me or has produced
as identification and did not take an oath.

Kathy A. Brown

Notary Public
My Commission Expires:

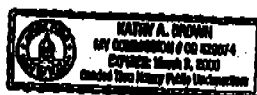


STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 6th day of August
1998, by F. BRUCE LAUFER, who is personally known to me or has produced
as identification and did not take an oath.

Kathy A. Brown

Notary Public
My Commission Expires:



PINELLAS COUNTY FLA
OFF. REC. BK 10214 PG 921

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 14 day of Aug
1998, by ROBERT JACOBSEN, who is personally known to me or has produced Personally known
as identification and did not take an oath.

Mary L. Schfader

Notary Public
My Commission Expires:

This Instrument Prepared by:

James M. Hammond, Esq.
1831 N. Belcher Road
Suite A-1
Clearwater, Florida 33765
(813) 791-0044

MARY L. SCHFADER
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXPIRES OCTOBER 21, 1998
CC-41412

UNOFFICIAL

EXHIBIT A

PINELLAS COUNTY FLA.
OFF REC. BK 10214 PG 922

Commencing at a point 30.0 feet North of the Southeast corner of Government
Lot 7, Section 16, Township 29 South, Range 18 East, Pinellas County,
Florida; run North $0^{\circ}27'03''$ East along the North-South centerline of said
Section 16, 32.69 feet to a Point of Beginning; said P.O.B. being 10.0 feet
North of the original centerline of State Road 40. From said P.O.B. proceed
North $0^{\circ}37'02''$ East along said North-South centerline 122.32 feet; thence
North $89^{\circ}27'56''$ West 34.82 feet to a point on a curve being the Easterly
right of way of Bay Shore Boulevard; thence following said Easterly right of
way along curve to the right, having a radius of 529.71 feet, a chord bearing
of South $41^{\circ}16'12''$ West, a chord distance of 181.97 feet, thence an arc
distance of 113.15 feet; thence South $20^{\circ}03'37''$ West, still along said right
of way 45.48 feet to an intersection with a line being 30.0 feet North of the
original centerline of State Road No. 40, thence south $89^{\circ}56'23''$ East along
said line 103.0 feet to the point of beginning.

UNOFFICIAL COPY

Prepared by and Return to:
Roger A. Larson, Esquire
Johnson, Pope, Bokor, 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 2008 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 16/29/16/00000/130/0200.

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

[Handwritten Signature]
Signature

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

Randy A. Larson
Print name

Address:
3400 Gulf to Bay Boulevard
Clearwater, Florida 33759

Rain M. Sullivan
Signature

(Corporate Seal)

Raina 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~~ as identification].



Rain M Sullivan
Notary Public
Print name *Raina M Sullivan*
My commission expires:

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

01/29/08 03:59 PM d-1
#422867 v1 - Clearwater Christian Warranty Deed

EXHIBIT "A"

Legal Description

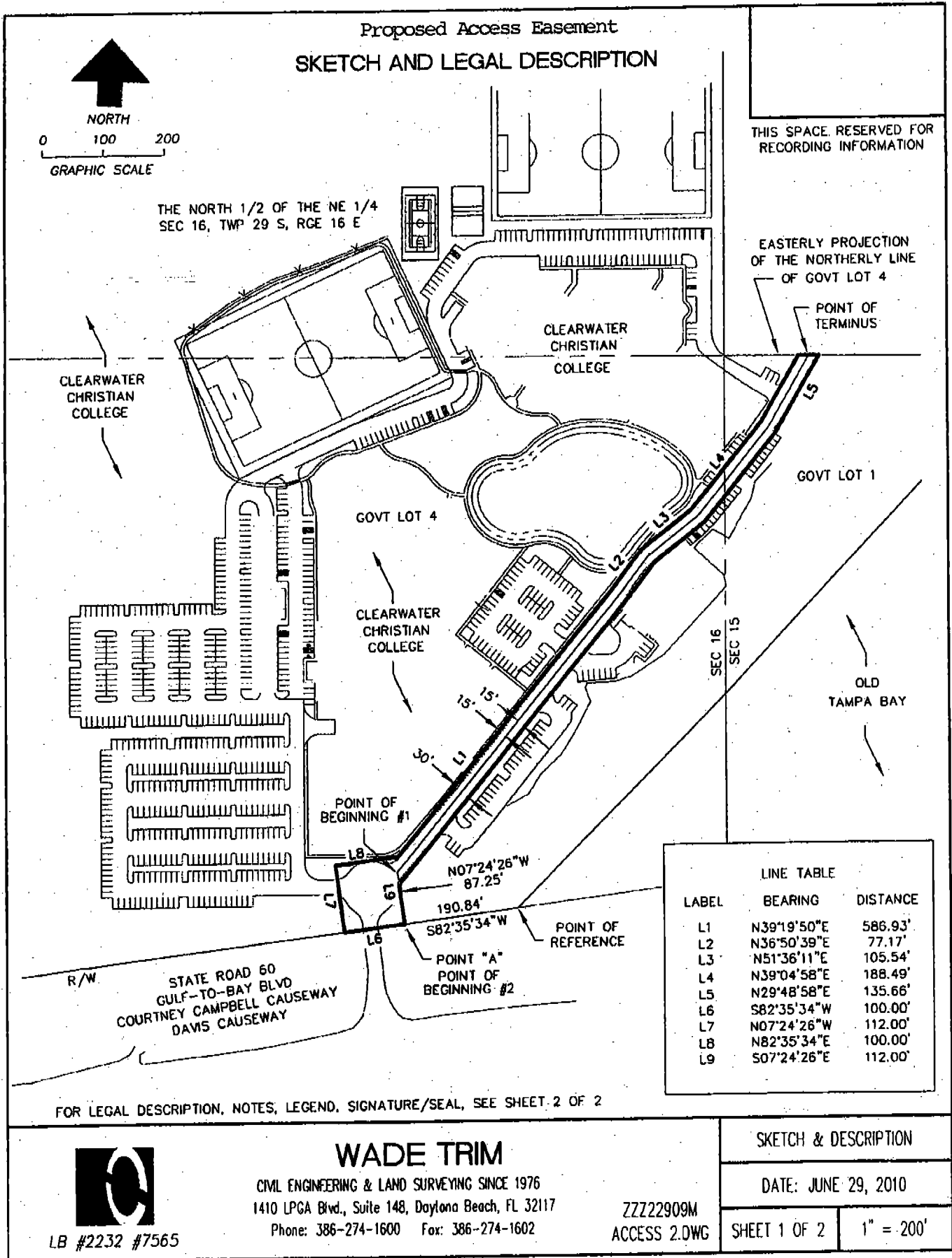
PART OF GOVERNMENT LOT 3 OF SECTION 16, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 16; THENCE NORTH 00° 37' 03" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION, 282.84 FEET; THENCE NORTH 89° 56' 33" EAST PARALLEL WITH THE GULF TO BAY BOULEVARD, ALSO KNOWN AS STATE ROAD 60, 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 568.91 FOOT RADIUS CURVE TO THE LEFT, THE CENTRAL ANGLE OF WHICH IS 22° 30' 35", 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 52° 12' 03" EAST, 572.80 FEET; THENCE SOUTH 00° 46' 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 5525.83 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° 56' 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.



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°24'26"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 N36°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°24'26"W FOR A DISTANCE OF 112.00 FEET; THENCE N82°35'34"E FOR A DISTANCE OF 100.00 FEET; THENCE S07°24'26"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.

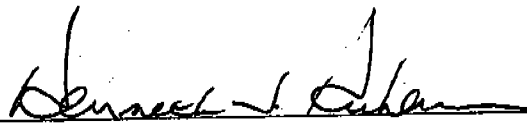
SURVEYOR'S NOTES:

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



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

ZZZZ2909M
ACCESS 2.DWG

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.

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

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2010311777 11/03/2010 at 03:17 PM
OFF REC BK: 17078 PG: 179-197
DocType:AGM RECORDING: \$163.00

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 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 nonresidential area and the proposed density shall not exceed 750 dormitory beds, 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 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, 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, Article 4 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 and included in 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 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 27 day of October, 2010.

Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank V. Hibbard
Frank V. Hibbard
Mayor

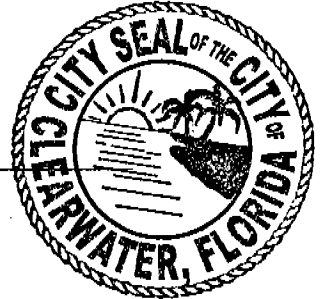
By: William B. Horne II
William B. Horne II
City Manager

Approved as to form:

Attest:

Leslie K. Dougall-Sides
Leslie K. Dougall-Sides
Assistant City Attorney

Rosemarie Call
Rosemarie Call
City Clerk



STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 26 day of October, 2010, by FRANK V. HIBBARD, Mayor of the City of Clearwater, who is personally known to me.

Diane E Manni
Print/Type Name: DIANE E MANNI
Notary Public



STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 26 day of October, 2010, by WILLIAM B. HORNE II, City Manager of the City of Clearwater, who is personally known to me.

Diane E. Manni
Print/Type Name: DIANE E. MANNI
Notary Public



Witnesses:

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

Bethany Kaplan
Signature

By: Randy Livingston
Randy Livingston
Vice President for Financial Affairs

Bethany Kaplan
Print Name

Sharon Hurst
Signature

Sharon Hurst
Print Name

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 15 day of October, 2010, by Randy Livingston, as Vice President for Financial Affairs 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.



LYNN F. SMITH
MY COMMISSION # DD 726303
EXPIRES: February 18, 2012
Bonded Thru Budget Notary Services

Lynn F. Smith
NOTARY PUBLIC
Printed Name: Lynn F. Smith
Commission No. DD 726303
My Commission expires: 2/18/12

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

WADE TRIM

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
1410 LPGA Blvd., Suite 148, Daytona Beach, FL 32117 ZZZ229009M
Phone: 386-274-1600 Fax: 386-274-1602 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

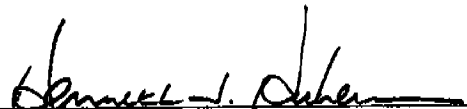
LEGAL DESCRIPTION

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°50'16"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 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 N68°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°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°45'36"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°01'26"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 6.88 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 N60°13'20"E FOR A DISTANCE OF 17.15 FEET; THENCE N06°42'31"E FOR A DISTANCE OF 10.05 FEET; THENCE N41°29'06"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 56.85 FEET; THENCE N89°43'26"E FOR A DISTANCE OF 17.99 FEET; THENCE N00°56'49"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 N55°02'03"E FOR A DISTANCE OF 61.06 FEET; THENCE N61°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 63.57 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 30.63 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°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 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°26'38"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 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°05'16"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 30.96 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 S26°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 763.40 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 SJ-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

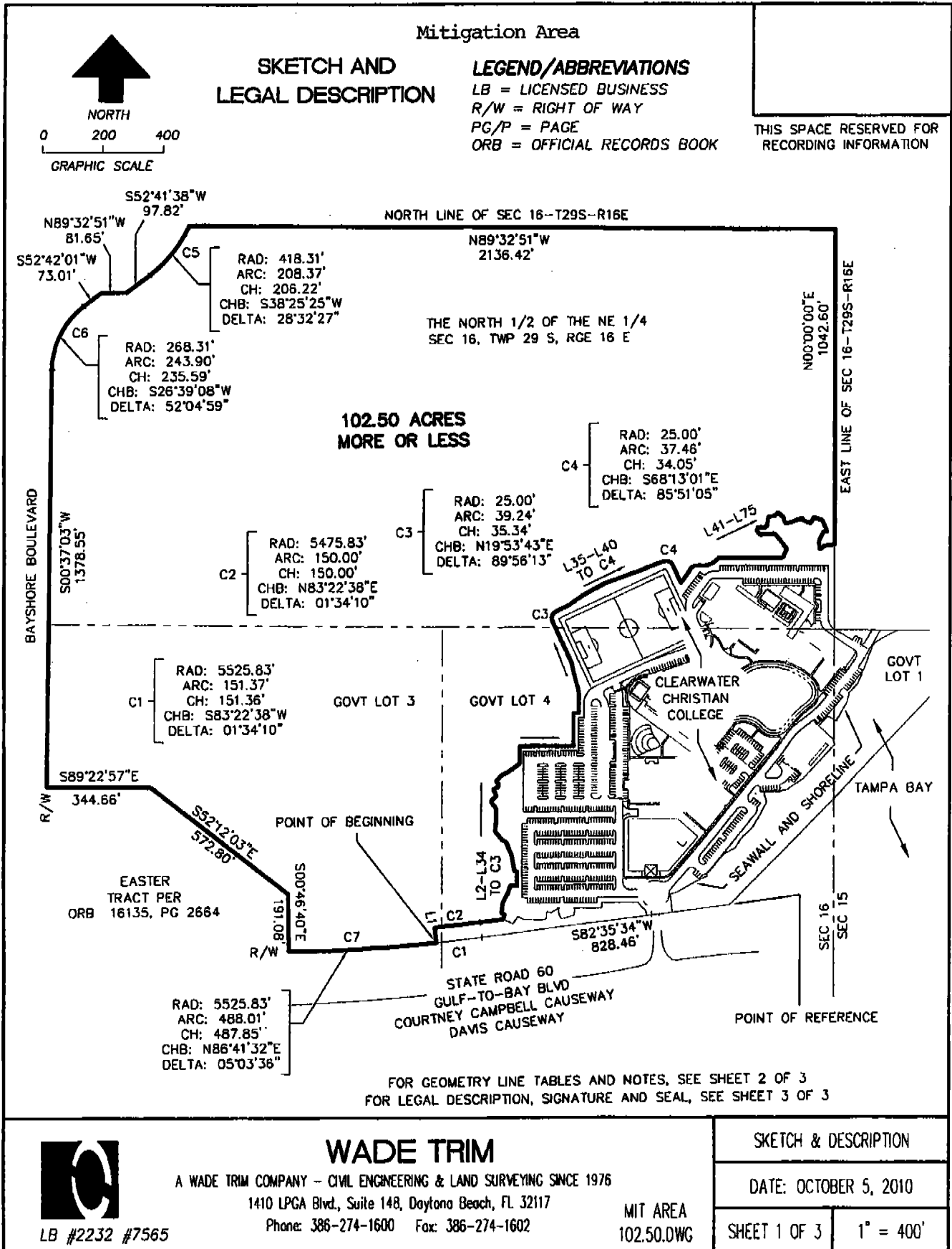
ZZZ229009M
DEV AREA 28.55.DWG

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

WADE TRIM

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1410 LPCA 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 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°50'16"W FOR A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 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 N66°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 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 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°45'36"W FOR A DISTANCE OF 15.55 FEET; THENCE N39°48'21"W FOR A DISTANCE OF 36.76 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 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 56.85 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 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 N55°02'03"E FOR A DISTANCE OF 61.06 FEET; THENCE N61°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 63.57 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°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 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 N08°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°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 9.38 FEET; THENCE S87°05'16"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 30.96 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 S26°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 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 16135, PAGE 2684 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 S52°12'03"E FOR A DISTANCE OF 572.80 FEET; THENCE S00°46'40"E FOR A DISTANCE OF 191.08 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE FOREMENTIONED 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°03'36", A CHORD BEARING OF N86°41'32"E AND A CHORD DISTANCE OF 487.85 FEET TO THE FOREMENTIONED 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 SJ-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

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 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 the 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 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

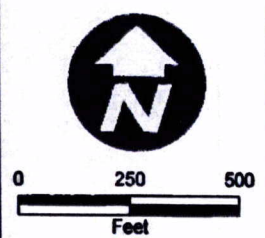
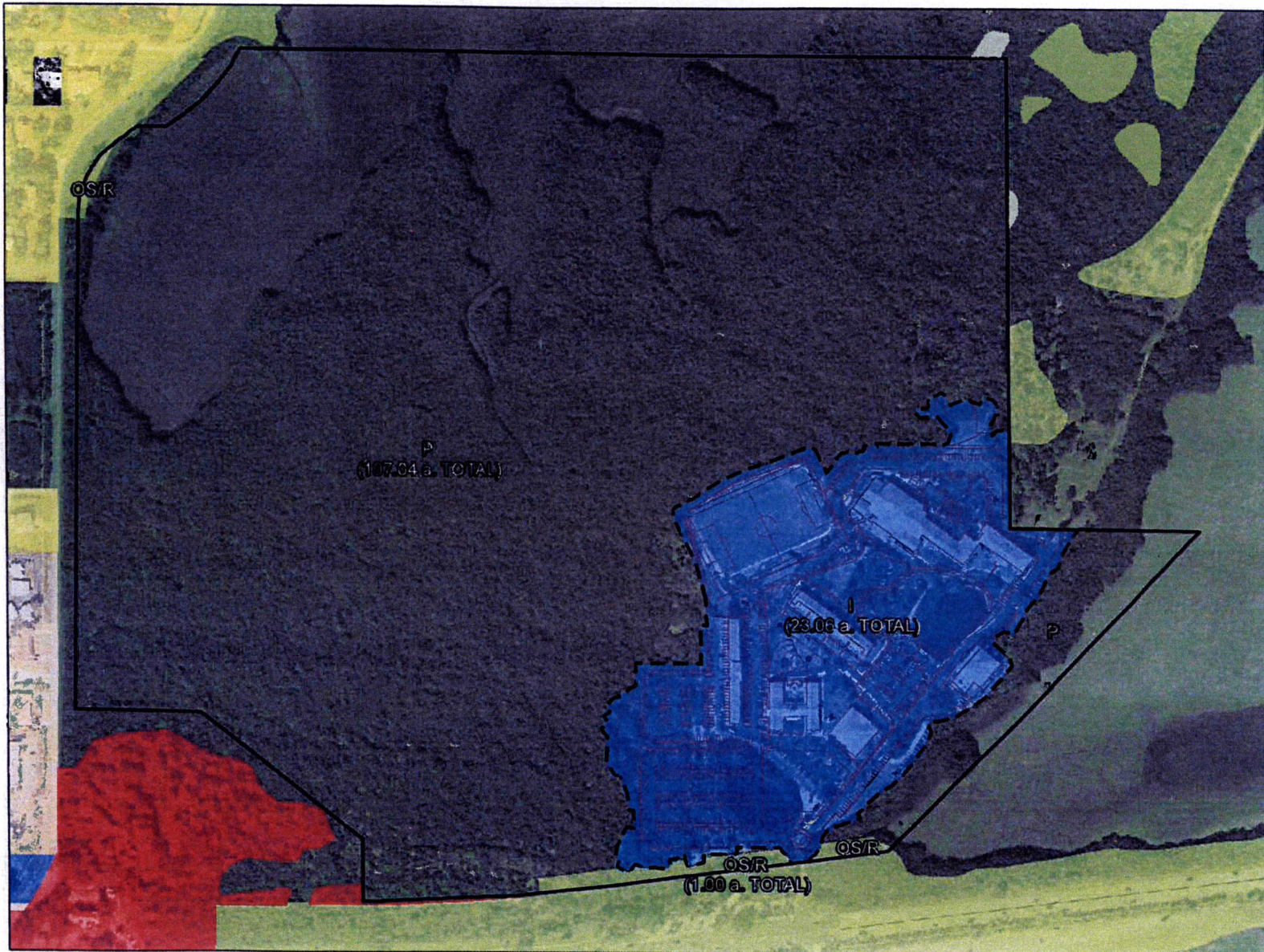
event the City does not wish to take ownership of the Mitigation Area, to another government or conservation organization, in fee simple, for the purpose of expanding the Coopers Point Nature Park recreation area (subject to approval of the USACOE and SWFWMD).

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.

Revised Exhibit D

**(Revised Future Land Use Map)
(Revised Future Zoning Map)**

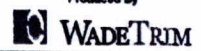


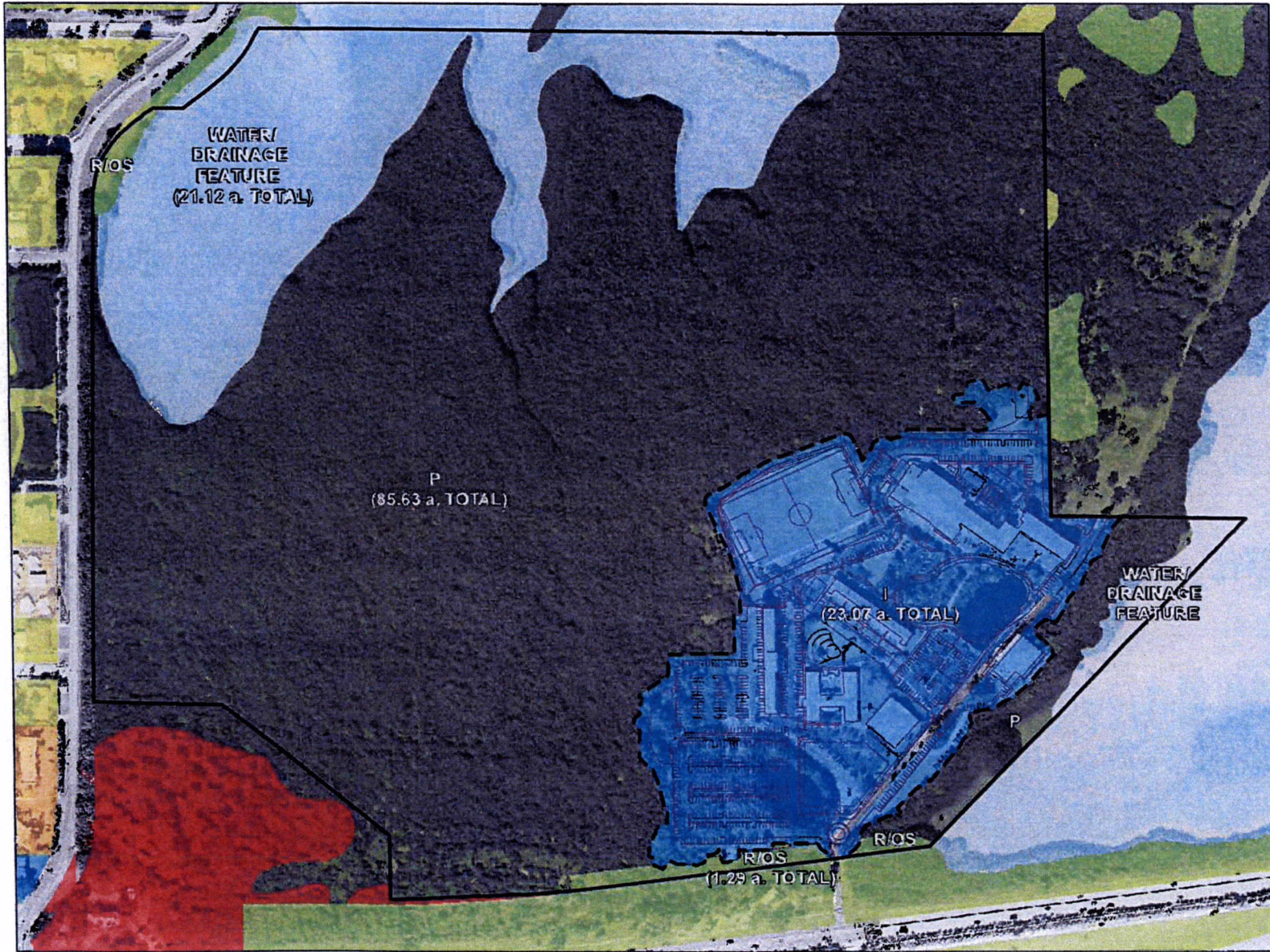
PROPOSED CAMPUS ZONING

- 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
- 'B'

* All street athletic courts and fields to be removed from site plan, with the exception of the soccer field.
** Includes 25' average buffer from edge of development.

September 13, 2010
Produced By





**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

* Intersecting streets, curbs and topsoil to be removed from site plan, with the exception of the street lot.
** Includes 25' average buffer from edge of development.

September 13, 2010
Produced By



TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT AS AMENDED

THIS TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT AS AMENDED (the "Termination") is made on the ___ day of _____, 2016, by Clearwater Christian College Private School, Inc., a Florida non-profit corporation, its successors and assigns (collectively the "Developer" or "Owner"), whose address is 3400 Gulf to Bay Boulevard, Clearwater, Florida 33759, and the CITY OF CLEARWATER, a municipal corporation (the "City"), whose address is 112 S. Osceola Avenue, Clearwater, Florida 33756.

RECITALS

WHEREAS, as an apparent condition to approval for the development of the real property described in Exhibit 1 attached hereto (the "Property"), the Owner and City entered into that certain Development Agreement, dated August 12, 2010, recorded in O.R. Book 17005, Page 630, Public Records of Pinellas County, Florida, which was amended by the First Amendment to Development Agreement, dated October 27, 2010, recorded in O.R. Book 17078, Page 179, Public Records of Pinellas County, Florida, (collectively "the Agreement"); and

WHEREAS, the Agreement runs with the land, and is binding on successive owners; and

WHEREAS, the City and Clearwater Christian mutually agree to a termination of the Agreement, pursuant to section 163.3237, Florida Statutes; and

WHEREAS, the City Council held a public hearing on _____, 2016, and thereby passed Resolution 16-05 consenting to the termination and release of the Agreement, contingent upon the City's purchase of a portion of the Clearwater Christian property, as described in Exhibit D of Resolution 16-05;

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by this reference, Ten Dollars (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City terminates the Agreement and hereby releases the Property described in Exhibit "1" from all terms, conditions, agreements and covenants contained in the Agreement, including, without limitation, the restrictions on the development of the Property as contained in Paragraph 6.1.3 of the Agreement, contingent upon the City's purchase of a portion of the Property. The City hereby affirms and agrees that: (a) no provision, term, covenant or condition in said Agreement, as amended, shall remain in effect after the date of acquisition by the City of a portion of the Property described in Exhibit D of Resolution 16-05; and (b) the City claims no right, title or interest in said Property or the improvements located thereon, pursuant to the Agreement, except for any portion of the Property acquired as contemplated hereunder and described in Exhibit D of Resolution 16-05. This Release is executed in favor of the Owner and may be relied on by the Owner and any successor to the Owner in title to the Property.

THIS RELEASE has been executed as of the above-written date by the Owner and the City.

(SIGNATURE PAGE TO TERMINATION AND RELEASE OF DEVELOPMENT
AGREEMENT, AS AMENDED)

IN WITNESS WHEREOF, OWNER has executed this Agreement on the day and year first above written.

Witnesses:

Printed Name: _____

Printed Name: _____

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

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____ 2016, by _____, as _____ of CLEARWATER CHRISTIAN COLLEGE PRIVATE SCHOOL, INC., a Florida non-profit corporation, on behalf of such entity. Such person is personally known to me **OR** has produced a valid driver's license as identification.

NOTARY PUBLIC – STATE OF FLORIDA

My Commission Expires:

(SIGNATURE PAGE TO TERMINATION AND RELEASE OF DEVELOPMENT
AGREEMENT, AS AMENDED)

CITY OF CLEARWATER, FLORIDA

Countersigned:

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Camilo A. Soto
Assistant City Attorney

Rosemarie Call
City Clerk

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by GEORGE N. CRETEKOS, as Mayor of the City of Clearwater, Florida, who is [] personally known to me or has [] produced _____ as identification.

Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by WILLIAM B. HORNE, II, as City Manager of the City of Clearwater, Florida, who is [] personally known to me or who has [] produced _____ as identification.

Notary Public

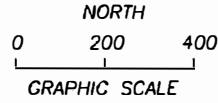
My Commission Expires:

EXHIBIT 1
Legal Description

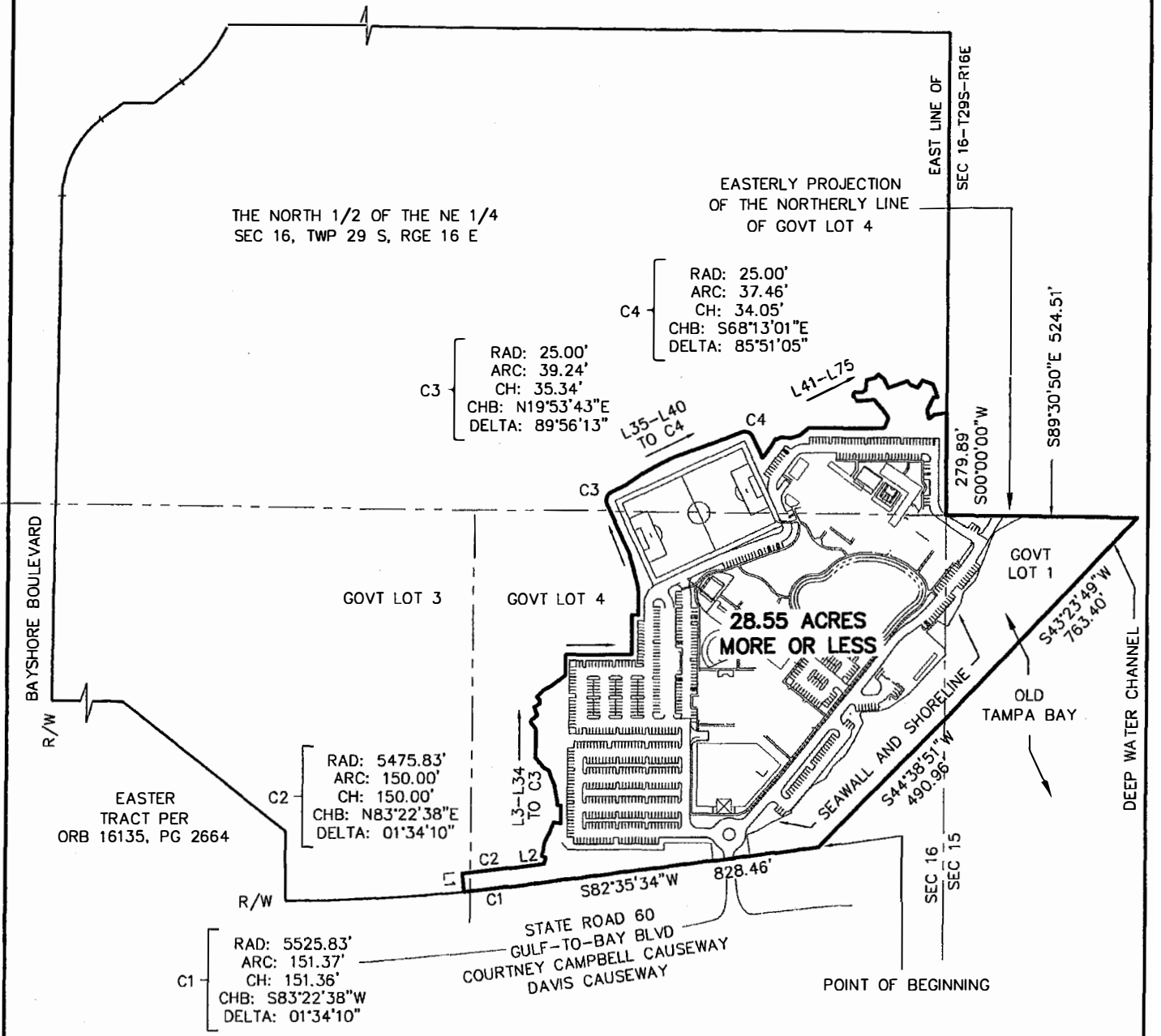
Master Plan Area
SKETCH AND LEGAL
DESCRIPTION

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



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.DWG

SKETCH & DESCRIPTION

DATE: OCTOBER 5, 2010

SHEET 1 OF 3 1" = 400'

LB #2232 #7565

EXHIBIT 1
Legal Description

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

WADE TRIM

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
1410 LPGA Blvd., Suite 148, Daytona Beach, FL 32117 ZZZ229009M
Phone: 386-274-1600 Fax: 386-274-1602 DEV AREA 28.55.DWG

SKETCH & DESCRIPTION

DATE: OCTOBER 5, 2010

SHEET 2 OF 3

KJK

EXHIBIT 1
Legal Description

SKETCH AND LEGAL DESCRIPTION

THIS SPACE RESERVED FOR
RECORDING INFORMATION

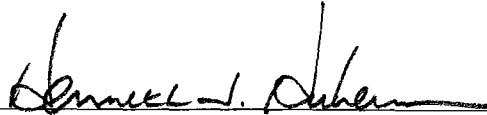
LEGAL DESCRIPTION

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 1/2 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 151.36 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 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 N66°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 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°45'36"W FOR A DISTANCE OF 15.55 FEET; THENCE N39°48'21"W FOR A DISTANCE OF 36.76 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 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 N06°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 N0D°16'34"W FOR A DISTANCE OF 56.85 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 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 N55°02'D3"E FOR A DISTANCE OF 61.06 FEET; THENCE N61°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 63.57 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 30.63 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°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 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°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°05'16"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 30.96 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 S26°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 763.40 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



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

ZZZ229009M

DEV AREA 28.55.DWG

SKETCH & DESCRIPTION

DATE: OCTOBER 5, 2010

SHEET 3 OF 3

KJK

LB #2232 #7565

EXHIBIT 1
Legal Description

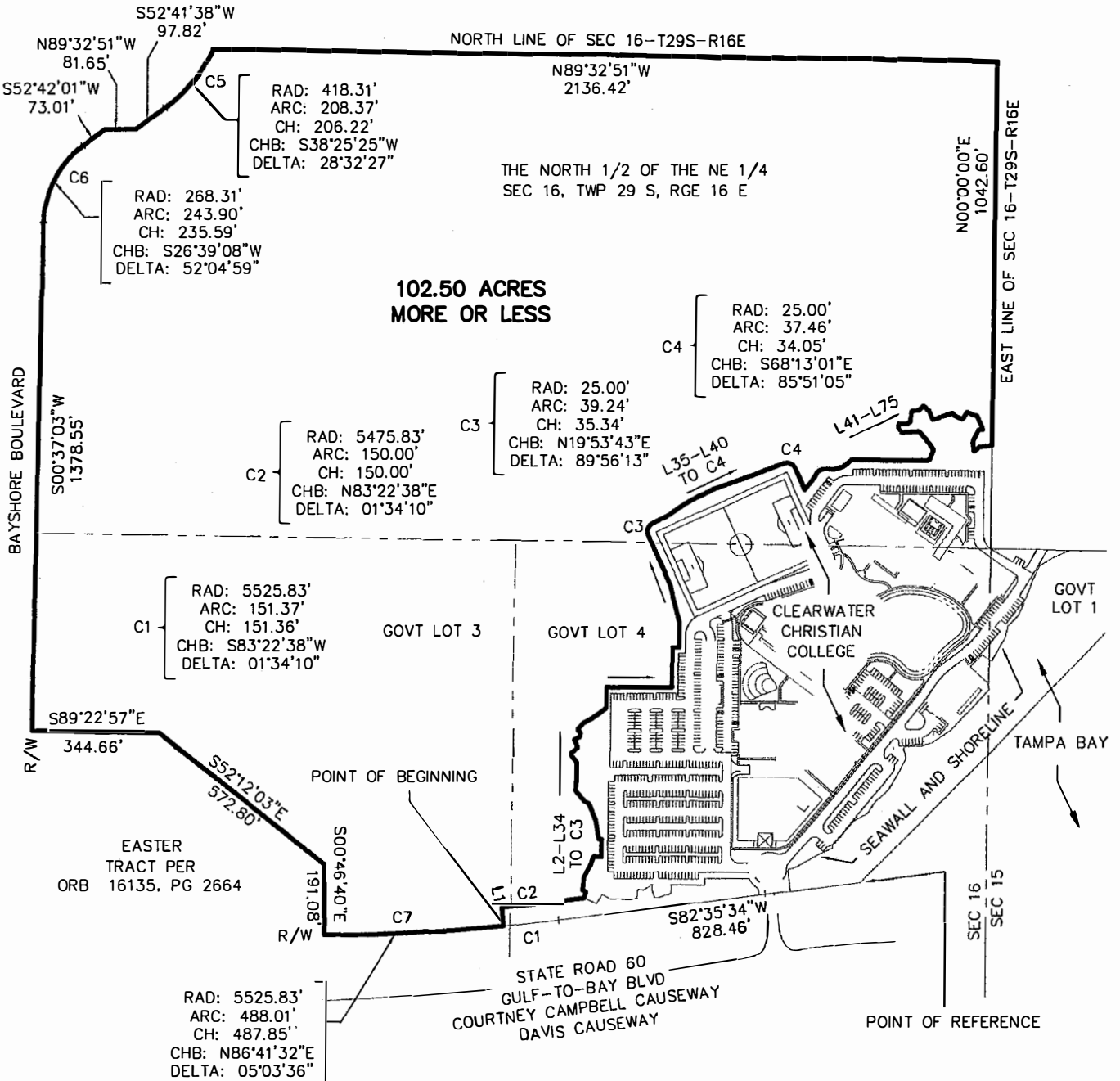
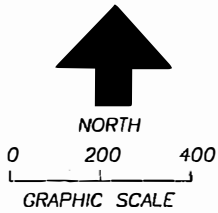
Mitigation Area

**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



WADE TRIM

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

LB #2232 #7565

EXHIBIT 1
Legal Description

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

WADE TRIM

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MIT AREA
102.50.DWG

SKETCH & DESCRIPTION

DATE: OCTOBER 5, 2010

SHEET 2 OF 3

KJK

EXHIBIT 1
Legal Description

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°50'16"W FOR A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 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 N66°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 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°45'36"W FOR A DISTANCE OF 15.55 FEET; THENCE N39°48'21"W FOR A DISTANCE OF 36.76 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 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 N06°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 56.85 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 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 N55°02'03"E FOR A DISTANCE OF 61.06 FEET; THENCE N61°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 63.57 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 30.63 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°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 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°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°05'16"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 30.96 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 S26°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 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 206.22 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 16135, 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 344.66 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID EASTER TRACT S52°12'03"E FOR A DISTANCE OF 572.80 FEET; THENCE S00°46'40"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°03'36"; A CHORD BEARING OF N86°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

LB #2232 #7565

Exhibit D

Four (4) tracts of land generally described as follows:

- Parcel "A" - Portions of Pinellas County Property I.D. #s 16-29-16-00000-130-0200, 16-29-16-00000-120-0100, 16-29-16-00000-110-0100 and 16-29-16-00000-140-0100.
- Parcel "B" - Pinellas County Property I.D. # 16-29-16-00000-130-0300, previously deeded to Easterland by virtue of that certain Statutory Warranty Deed recorded in Book 16135, Page 2664 of the Official Records of Pinellas County.
- Parcel "C" - Pinellas County Property I.D. # 16-29-16-00000-130-0310, previously deeded to CCC by virtue of that certain Warranty Deed (corrective) recorded in Book 10311, Page 1231 of the Official Records of Pinellas County, Florida
- Parcel "D" - Portions of submerged lands acquired by CCC by virtue of deeds recorded in Book 10311, Page 1231 and Book 4248, Page 1059 of the official Records of Pinellas County, Florida and other submerged lands to which Seller may own an interest, as may be determined by a boundary survey, lying within, or adjacent to, Section 16, Township 29 South, Range 16 East

Parcels "A," "B," "C," and "D" shall be more particularly described by a boundary survey as provided for in Paragraph 12 of that certain Contract for Purchase of Real Property by the City of Clearwater, Florida to be considered and voted upon by the Clearwater City Council of even date herewith.