

This Instrument Prepared By:
Karen Lee Reecy
Action No. 43203
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 520010893

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Clearwater, Florida, a Florida municipal corporation, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 08,
Township 29 South, Range 15 East, in Gulf of Mexico,
Pinellas County, Florida, containing 14,450 square feet,
more or less, as is more particularly described and shown
on Attachment A, dated October 14, 1992.

TO HAVE THE USE OF the hereinabove described premises from April 1, 2021, the effective date of this lease renewal, through April 1, 2026, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a municipal fishing pier with non-water dependent baithouse to be used exclusively for passive recreation and fishing in conjunction with an upland city park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 27, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$5,280.03, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Clearwater, Florida
Parks and Recreation Department
100 S. Myrtle Avenue
Clearwater, Florida 33756

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

30. SPECIAL LEASE CONDITION: Should a field survey acceptable to the Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to the Lessee by the Lessor for overages, and no charge shall be imposed by the Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

Original Signature

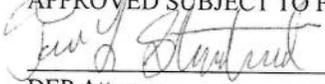
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____ 20_____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



3/1/2021

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

City of Clearwater, Florida,
a Florida municipal corporation _____ (SEAL)

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

William B. Horne, II
Typed/Printed Name of Executing Authority

Original Signature

City Manager
Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20 _____ by William B. Horne, II as City Manager, for and on behalf of the City of Clearwater, Florida, a Florida municipal corporation. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

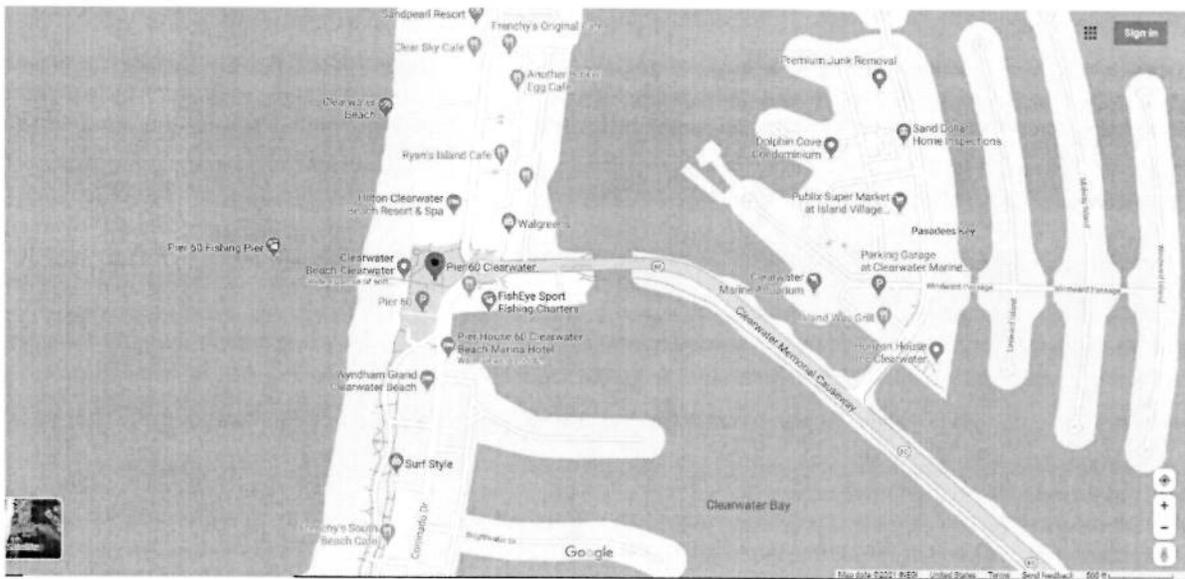
Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

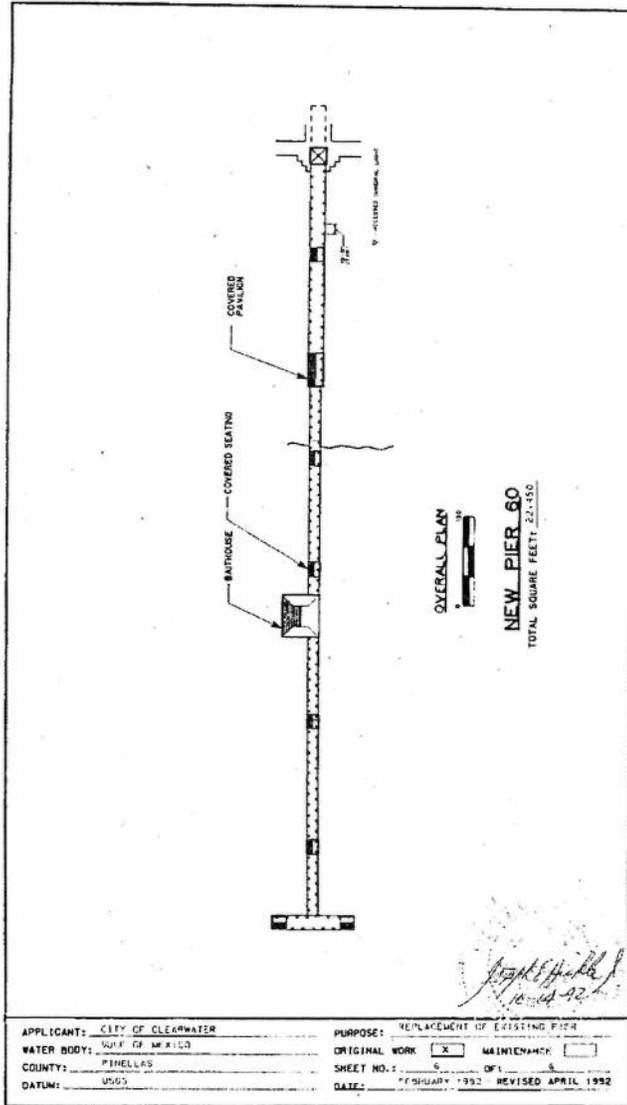


60 Causeway Blvd., Clearwater, FL 34618



LEGAL DESCRIPTION:

A PARCEL OF SUBMERGED LAND LOCATED IN SECTION 8, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, GULF OF MEXICO CONTAINING 11,450 SQUARE FEET, AS DESCRIBED ON THE ATTACHED SKETCH LABELED AS EXHIBIT A AND DATED FEB. 1992, LOCATED IMMEDIATELY WATERWARD OF THAT UPLAND PROPERTY RECORD IN PLAT BOOK 23, PAGE 37, PUBLIC RECORD OF PINELLAS COUNTY, FLORIDA.



APPLICANT: CITY OF CLEARWATER	PURPOSE: REPLACEMENT OF EXISTING PIER
WATER BODY: GULF OF MEXICO	ORIGINAL WORK <input checked="" type="checkbox"/> MAINTENANCE <input type="checkbox"/>
COUNTY: PINELLAS	SHEET NO.: 6 OF 6
DATUM: USGS	DATE: FEBRUARY 1992 REVISED APRIL 1992

INST # 96-063149
MAR 8, 1996 2:14PM

PINELLAS COUNTY FLA.
OFF.REC.BK 9271 PG 1152

Prepared by ~~XXXXXXXXXX~~
Earl Barrett
Engineering Administration
City of Clearwater
P. O. Box 4748
Clearwater, Fl. 34618-4748

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the ordinances of the CITY OF CLEARWATER, FLORIDA, a Florida Municipal Corporation, pertaining to the issuance of building permits and regulating land development activities, the undersigned, being the fee owner of the following described real property situated in the City of Clearwater, County of Pinellas and State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND A PART HEREOF

does hereby make the following declaration of conditions, limitations restrictions said lands, hereafter to be known and referred to as a DECLARATION OF UNITY OF TITLE, as to the following particulars:

RECORDING
ACC 1000-10
CO
REG 15.00
LRA
SS
MAY
MC
DIST
FEES
MTP
TOTAL
15.00
DH

1. That the aforesaid plot or combination of separate lots, plots, parcels, acreage or portions thereof, shall hereafter be regarded as and is hereby declared to be unified under one title as an indivisible building site.

2. That the said property shall henceforth be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed or devised separately except in its entirety, as one plot or parcel of land.

3. That this Declaration of Unity of Title shall constitute a covenant to run with the land, as provided by law, and shall be binding upon the undersigned, and the successors and assigns of the undersigned, and all parties claiming under it until such time as same may be released in writing under the order of the City Manager of the City of Clearwater. The undersigned agrees that this instrument shall be recorded in the Public Records of Pinellas County, Florida.

4. Upon execution hereof, this Declaration of Unity of Title shall supersede and supplant that previously executed by the undersigned authority on December 4, 1995 and recorded in Official Records Book 9183, Page 1606 of the Public Records of Pinellas County, Florida, which is hereby declared null and void in all respects.

✓ RETURN TO:
CITY CLERK
POST OFFICE BOX 4748
CLEARWATER, FL 34618-4748

Page 2
Declaration of Unity of Title
By: The City of Clearwater, Fl.
Date _____, 1996

PINELLAS COUNTY FLA.
OFF.REC.BK 9271 PG 1153

Signed, witnessed and acknowledged this 21 day of February, 1996, at Clearwater, Florida.

WITNESSES:

CITY OF CLEARWATER, FLORIDA

Carolyn L. Brink
Print name Carolyn L. BRINK

By: Elizabeth M. Deptula
Elizabeth M. Deptula
City Manager

Simon L. Phillips
Print name Simon L. Phillips

STATE OF FLORIDA :
COUNTY OF PINELLAS :

The foregoing instrument was acknowledged before me this 21 day of February, 1996, by Elizabeth M. Deptula, as City Manager of the City of Clearwater, Florida, who is personally known to me, for the City of Clearwater, Florida, a Florida Municipal Corporation.

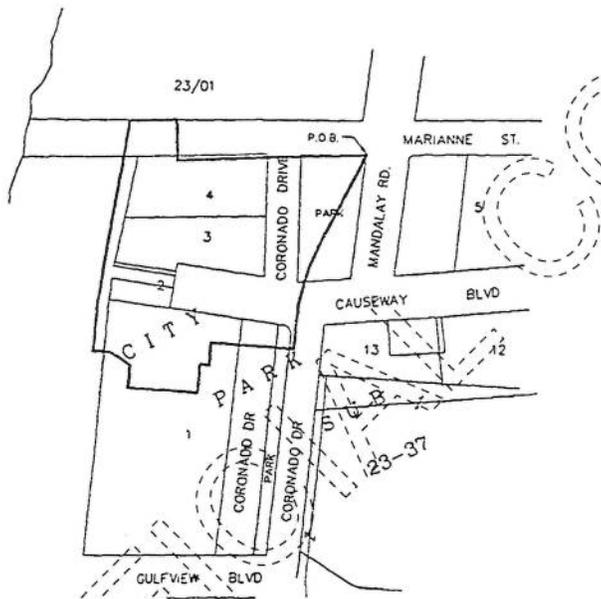
Denise A. Wilson
Notary Public - State of Florida



DENISE A. WILSON
MY COMMISSION # CC 201408 EXPIRES
June 18, 1996
BONDED TRU TRU FAN INSURANCE, INC.

Scale: 1"=200'

EXHIBIT "A"



PIER 60 PARK LEGAL DESCRIPTION:

A parcel of land being a portion of Section 7 and 8, Township 29 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows: Commence at the Southwest corner of Lot 28, Block A, BARBOUR-MORROW SUBDIVISION, as recorded in Plat Book 23, Page 45, of the Public Records of Pinellas County, Florida said corner being a found X cut in concrete and also being a point on the North right-of-way line of Marianne Street; thence S 88°55'52" W along the Westerly prolongation of the South boundary of said BARBOUR-MORROW SUBDIVISION for 80.42'; thence N 06°33'12" E for 55.96'; thence N 27°31'52" E for 6.22' to the POINT OF BEGINNING; thence S 88°36'12" W for 298.06'; thence N 01°04'08" W for 62.63'; thence S 88°55'52" W for 74.50' to a point on the Coastal Construction Control Line as recorded in Coastal Construction Control Line Book 1, Page 4 of the Public Records of Pinellas County, Florida; thence along said Coastal Construction Line the following two (2) courses; 1). S 09°51'29" W for 281.59'; 2). S 05°06'27" W for 76.11'; thence S 85°39'46" E for 29.04'; thence S 55°39'46" E 33.96'; thence S 04°20'14" W for 34.91'; thence S 85°41'41" E for 110.00'; thence N 04°20'14" E for 43.10'; thence S 85°39'46" E for 15.49'; thence N 04°20'14" E for 34.00'; thence S 85°39'46" E for 131.27'; thence N 05°05'04" E for 43.50' to a point of curvature of a curve; thence Northerly along the arc of said curve concave Easterly, having for its elements a radius of 283.00', a central angle of 22°26'49", on an arc length of 110.87', and a cord bearing and distance of N 16°18'28" E for 110.16' to a point of tangency; thence N 27°31'52" E for 167.86' to the POINT OF BEGINNING.
Containing 2.54 Acres, more or less.

NOTE - This is not a Survey!
1/29/96 - A.C.
95143A.dwg

THIS INDENTURE MADE the fifteenth day of May in the year of our Lord one thousand nine hundred and twelve (1912) Between H. C. Dent, of the City of St. Petersburg, Florida, parties of the first part, and May V. Dent, his wife, and John M. Brink, of West Palm Beach, Florida, parties of the second part.

WITNESSETH: That the parties of the first part, for and in consideration of One Dollar and other valuable considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have rendered, released and quit-claimed, and do hereby remise, release and quit-claim unto the party of the second part his heirs and assigns forever, all the right, interest, claim and demand which the said parties of the first part have, or ever had, in and to the following described lands, situated in Pinellas County, State of Florida, to-wit:

Lot numbered, respectively, fourteen (14), fifteen (15) and twenty (20) of Grandwood Subdivision, according to the plat thereof recorded at page 54 of Plat Book No. 2 in the Clerk's office of the Circuit Court of Hillsborough County, Florida.

TO HAVE AND TO HOLD The same, with all the appurtenances thereto belonging, and all estate, right title, interest and claim whatsoever of the parties of the first part, including contingent right of dower of the said May V. Dent, unto the party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the parties of the first part do hereto subscribe their names and affix their seals, the day and year first above written.

H. C. Dent, (SEAL)
May V. Dent, (SEAL)

Signed sealed and delivered in our presence:
W. A. Lorian,
G. F. Thomason

STATE OF FLORIDA
COUNTY OF PINELLAS

I, the undersigned official, certify that H. C. Dent this day appeared before me in the said County, and acknowledged that he executed the foregoing quit-claim deed, and that May V. Dent, wife of the said H. C. Dent, this day appeared before me in said County, and upon being examined by me, separately and apart from her husband, acknowledged that she executed said deed freely and voluntarily and without compulsion, constraint, apprehension or fear of or from her husband. I further certify that the said H. C. Dent and May V. Dent are known to me to be the grantors named in and who signed the said deed of John M. Brink.

WITNESS My hand and official seal, this May 15th A. D. 1912.

W. A. Lorian, (SEAL)
Notary Public, State at Large. My Commission Expires April 10th 1915.
Filed July 29 1912.
G. W. Wierking, Clerk.

THIS INDENTURE, Made and entered into the 23rd day of July 1912 between and to-wit: (1912) A. D. by and between H. C. Black and wife Alice Black, of the City of Clearwater, State of Florida parties of the first part, and the City of Clearwater, County of Pinellas State of Florida, party of the second part.

WITNESSETH: That the said parties of the first part for and in consideration of the sum of Two Thousand Dollars (\$2,000.00) to them in hand paid by the said City of Clearwater, party of the second part, at and before the executing and delivery of these presents, the receipt whereof is hereby acknowledged by the said parties of the first part, have bargained, sold, remised, released and quit-claimed, and by these presents do bargain, sell, remise, release and forever defend, quit-claim unto the said party of the second part, as a Municipal Corporation, all the right, title and interest in and to Lot Three (3) of Section Eight (8) and the same one thousand nine hundred and forty five (1945) ft. of Lot Six (6) of Section Five (5) All in Township Twenty-nine (29) South, Range Thirteen (13) East and known and described as "Tate's Island" and other land known and described by State and Government Maps as "Clearwater Key" situated lying and being in Clearwater Harbor or Bay, in Pinellas County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the right, title and interest of the said parties of the first part, whether in law or equity, unto the said party of the second part, as a Municipal Corporation, to its own proper use, benefit and behoof and to have and hold and pass lawfully right and privilege unto and enjoyed by the Trustees under the last will of F. Henry Ashbury, deceased, to the said parties of the first part forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and affixed their seals, the day and year first above written.

Signed, sealed and delivered in the presence of:
Alfred K. Newman
Ray V. Sellers

H. C. Black, (SEAL)
Alice Black, (SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this 23rd day of July 1912, I, the undersigned official, and authority personally appeared H. C. Black and Alice Black, of the City of Clearwater, State of Florida, who acknowledged to me the foregoing instrument, and advised me that they read and understood the contents thereof, and that they executed the same freely and voluntarily and without compulsion, constraint, apprehension or fear of or from her said husband, and that she signed said instrument for the purpose of conveying her separate interest in and to the said land to the said City of Clearwater, as a Municipal Corporation.

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State of Florida,
County of Pinellas. SS.

Personally appeared before me the undersigned authority, this day of July, 1917, M. Flint to me well known to be the President of the Pain Investment Company, a corporation, and Claude Flint to me well known to be the Secretary of said corporation, who severally acknowledged that they executed the foregoing deed as the President and Secretary respectively, for and on behalf of said corporation, and as its act and deed and as their own free act and deed, for the uses and purposes therein expressed; that they did so under and by virtue of authority lawfully conferred upon them by said corporation; that the seal annexed thereto is the true and genuine corporate seal of said corporation, and was affixed thereto by the Secretary, he being the proper custodian thereof.

Witness my hand and official seal the date aforesaid.

J. H. Endicott
Notary Public
My Commission expires Oct. 13-1917.

Filed July 30th, 1917
J. N. Brown Clerk.
Cladya Daniel D. C.



THIS INSTRUMENT Made and entered into on this, the 24 day of July 1917, by and between Reberta Daway Masch, joined by her Husband, Charles F. Masch, of Coppercliff, Canada, parties of the first part and The Town of Clearwater, a municipal corporation in Pinellas County, Florida, of the second part; John Vernon Kimball, party of the third part; Eben F. Kerr, part of the fourth part; Anna Falls Matlack, party of the fifth part; and David T. Matlack, party of the sixth part, witnesseth that:

WHEREAS on the 12th day of August 1913, the Town of Clearwater filed its Bill of Partition in the Circuit Court of Pinellas County, Florida, in Chancery, vs Austin "Abell et al, and

WHEREAS thereafter on the 20th day of March, Commissioners therein duly appointed, made their report which said report is recorded in Minutes Book "2", Pages 121 and 122, records of said Court and which said report was thereafter duly confirmed by the Court in and by which proceedings certain property therein described was partitioned among the parties to said proceedings, and

WHEREAS the property hereinafter described was in and by said proceedings, set over to the parties by the description as hereinafter set forth, and

WHEREAS on account of failure of the Clerk of the Court to properly docket certain of the said proceedings, there has arisen a question as to the sufficiency of the proceedings as to the parties of the first part herein, and the parties of the first part having accepted said decree, desires to confirm the same and justifying the parties of the second, third, fourth, fifth and sixth part herein in the title.



THIS INSTRUMENT WITNESSETH that for and in consideration of the premises, the parties of the first part do hereby accept and acknowledge the proceedings in the suit hereinbefore mentioned to be correct and for that purpose, do hereby remise, release and quit-claim unto the parties of the second, third, fourth, fifth and sixth part, and their heirs, assigns and successors, all the

following lands in Pinellas County, Florida, that is to say, to the parties of the second part, the South 850 feet of Government Lot 3, Section 8, Township 29 S. Range 15 E. bounded by the waters of the Gulf of Mexico on the West and Clearwater Bay on the East, and

To the parties of the third part, beginning at a point 1175 feet North of the South boundary line of Government Lot 3, Section 8, running North 625 feet and extending from and being bounded by the waters of the Gulf of Mexico on the West and waters of Clearwater Bay on the East and being in Twp 29 S. Range 15 E.

To the parties of the fourth part, the North 252 feet of Government Lot 3 of Section 8, and the South 248 feet of Government Lot 6 of Section 5, Township 29 S. Range 15 E. bounded on the West by the waters of the Gulf of Mexico and on the East by Clearwater Bay, and

To the parties of the fifth part, beginning at a point 248 feet North of the South Boundary Line of Government Lot 6, Section 5, and running North 500 feet and extending from the waters of the Gulf of Mexico on the West to the waters of Clearwater Bay on the East, being in Section 5, Township 29 S. Range 15 E. and

To the parties of the sixth part, beginning at a point of 748 feet North of the South Boundary line of Government Lot 6 and running North 1092 feet and extending from the waters of the Gulf of Mexico on the West to the waters of Clearwater Bay on the East, being in Section 5, Township 29 S. Range 15 E. together with the riparian rights pertaining to said property.

TO HAVE AND TO HOLD unto the said parties of the second, third, fourth, fifth and sixth part, together with every right, title, interest, claim and demand of the parties of the first part, either in law or in equity in and to the same.

It is intended by this instrument to release any interest of the parties of the first part in and to the lands set apart in the aforesaid proceeding mentioned above to the parties of the second, third, fourth, fifth and sixth part, or to their successors in interest in the event any of the said parties shall have made deed to any part of said property.

IN WITNESS WHEREOF the parties of the first part, have hereunto set their hands and seals, this the day and year aforesaid.

Roberta Davy Mason (SEAL)
Chas. P. Mason (SEAL)

WITNESSES:
Thos. Stoddart
J. Hogan

DOMINION OF CANADA
PROVINCE OF ONTARIO

I hereby certify that before me, the undersigned authority personally appeared Charles P. Mason and Roberta Davy Mason, his wife, known to me and known to be the persons who executed the foregoing instrument and separately acknowledged the execution thereof to be their free act and deed for the uses and purposes therein set forth. That Roberta Davy Mason on an examination taken and has separately and apart from her Husband, acknowledged that she executed the same for the purpose of releasing whatever title she might have in and to the said property to the parties therein described, freely and voluntarily without any compulsion, constraint and apprehension or fear of or from her said Husband.

WITNESS MY HAND AND OFFICIAL SEAL, this the 25 day of July 1917.
Thos. Stoddart, Notary Public. (SEAL)

My Commission held during the pleasure of the Lieutenant Governor, Province of Ontario

Filed July 30th 1917
J. N. Brown Clerk
Blair Daniel D.C.

EXHIBIT A

PARCEL NO. 1

Starting at the Southwesterly corner of Block 1 of SALERNO SHORES, according to the plat thereof filed 2 March 1925, recorded in Plat Book 11, Page 33, Palm Beach County, Florida, public records, thence run in a Northerly direction along the West line of said Block 1, a distance of 150 feet to the point or place of beginning; (1) thence run Easterly at right angles to the Westerly line of said Block 1, a distance of 65 feet; (2) thence run Northerly parallel to the Westerly line of said Block 1 to the waters of Manatee Bay; (3) thence meander the shore of Manatee Bay in a Westerly direction to a point where the Westerly line of said Block 1, if extended, would intersect the South shore line of said Manatee Bay; (4) thence run Southerly along the Westerly line of said Block 1, and the aforesaid extension thereof, to the point or place of beginning, excepting therefrom any rights of way for public roads now existing, but including all riparian rights thereunto appertaining.

PARCEL NO. 2

The South 150 feet of the West Half of Block 1, and the South 150 feet of the West 5 feet of the East Half of Block 1, Salerno Shores, according to the plat thereof filed 2 March 1925, and recorded in Plat Book 11, Page 33, public records of Palm Beach County, Florida.

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CC. 510 201598

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THIS INSTRUMENT, made this 9th day of November, A. D. 1917 between J. V. Kimball and Marian P. Kimball, his wife, of the County of Jackson, State of Missouri, as devised under the last will and testament of Austin Kimball, deceased, parties of the first part, and the City of Clearwater, a municipal corporation, created and existing under the Laws of the State of Florida, party of the second part:

WITNESSETH that the parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have released, released, and quit-claimed, and by these presents do remise, release, and quit-claim, unto the party of the second part, its successors and assigns forever, all the right, title, interest, claim, and demand, which the said parties of the first part have or had to the following described lot, tract, or parcel of land, lying and situate in the county of Pinellas, State of Florida, to wit:

South 050 feet of Government Lot 2, of Section 8, Township 29 North, Range 16 West, Pinellas County, Florida.

TO HAVE AND TO HOLD the same, and all the estate, right, title, interest, and claim whatsoever of the parties of the first part, either in law or in equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF: the said parties of the first part have hereunto set their hands and seals this the day and year first above written.

In the presence of us:

W. J. Galtman
F. K. Ferguson

J. V. Kimball (seal)
Marian P. Kimball (seal)

STATE OF MISSOURI,
COUNTY OF JACKSON:

Personally appeared before me J. V. Kimball and Marian P. Kimball, his wife, to me well known to be the persons described in and who executed the foregoing instrument, and severally acknowledged that they executed the same, as devised under the last will and testament of Austin Kimball, deceased, freely and voluntarily for the uses and purposes therein expressed.

AND I FURTHER CERTIFY that the said Marian P. Kimball, known to me to be the wife of the said J. V. Kimball, on a separate and private examination, taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed the foregoing deed for the purpose of releasing, relinquishing, alienating and conveying, all her right, title, and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed said deed freely and voluntarily, and without any compulsion, constraint, apprehension, or fear, of or from her said husband.

Witness my hand and official seal at Kansas City in the County of Jackson, State of Missouri, this the 9th day of November, A. D. 1917.