

This Instrument Prepared By:  
Tiana Brown  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2010145550 05/26/2010 at 09:42 AM  
OFF REC BK: 16926 PG: 1407-1419  
DocType:AGM RECORDING: \$112.00

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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE

BOT FILE NO. 520345063  
PA NO. 52-0294534-001

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 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, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Sections 17,  
Township 29 South, Range 15 East, in Clearwater Harbor,  
Pinellas County, containing 2,819 square feet, more or less,  
as is more particularly described and shown on  
Attachment A, dated June 26, 2009.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from November 6, 2009, the effective date of this lease. 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 3-slip docking facility with a boat lift exclusively to be used for mooring of rescue vessels in conjunction with an upland fire and rescue station, 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 liveaboards as defined in paragraph 24, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit No. 52-0294534-001, dated November 6, 2009, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or first 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

2. 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 and as conditioned by the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit. The Lessee shall not 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.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, 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.

4. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) 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 term of this lease and any renewals 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.

5. 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.

6. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of 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.

7. 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 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.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

10. 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 costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. 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  
P.O. Box 4748  
Clearwater, FL 33758

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.

11. 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.

12. 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.

13. 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.

14. 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. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

15. 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.

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

17. 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 Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or 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 riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

18. 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 8 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.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: 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 interest of the Lessee in the riparian upland property enforceable in summary proceedings as provided by law.

20. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

21. 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.

22. 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 facility.

23. 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 agreement.

24. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE 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.

25. 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.

26. 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.

27. 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.

28. SPECIAL LEASE CONDITIONS:

A. The Lessee shall prohibit any mooring, on either a temporary or permanent basis, along the west side of most western 28 foot long pier and along the east side of the 22 foot long most eastern pier. To ensure compliance, the Lessee agrees to place and maintain: (1) a 3-foot high railing along the west side of most western 28 foot long pier, and along the east side of the 22 foot long most eastern pier, and (2) signs advising boaters that mooring either on a temporary or permanent basis is prohibited.

B. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

WITNESSES:

[Signature]  
Original Signature

D.L. McKenzie  
Print/Type Name of Witness

[Signature]  
Original Signature

Kathy C Griffin  
Print/Type Name of Witness

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

BY:

[Signature]  
Jeffery M. Gentry, Operations and Management Consultant  
Manager, 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

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 7th day of MAY, 2010, by  
Jeffery M. Gentry Operations and Management Consultant Manager, 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 AS TO FORM AND LEGALITY:

[Signature]  
DEP Attorney

[Signature]  
Notary Public, State of Florida

Printed Name of Notary Public: D.L. McKenzie  
Commission # DD 876897  
Expires May 16, 2013  
My Commission Expires: May 16, 2013

Commission/Serial No. \_\_\_\_\_

WITNESSES:

City of Clearwater, Florida (SEAL)

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BY:

Original Signature of Executing Authority

Frank V. Hibbard

Typed/Printed Name of Executing Authority

Mayor

Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Frank V. Hibbard as Mayor, for and on behalf of City of Clearwater, Florida. He is personally known to me or who has produced  
\_\_\_\_\_, as identification.

My Commission Expires: \_\_\_\_\_

Notary Signature

Notary Public, State of \_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

Printed, Typed or Stamped Name

Resolution No. 10-10  
Board of Trustees of the Internal Improvement Trust Fund  
of the State of Florida  
Sovereignty Submerged Lands Fee Waived Lease  
No. 520345063

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:

Laura Mahony  
Laura Mahony  
Assistant City Attorney

Attest:

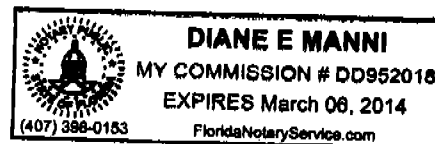
Cynthia E. Goudeau  
Cynthia E. Goudeau  
City Clerk



STATE OF FLORIDA     )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me this 5 day of April, 2010, by FRANK V. HIBBARD, Mayor of the City of Clearwater, who is personally known to me.

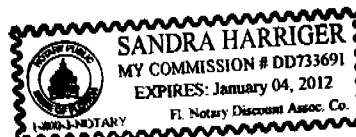
Diane E. Manni  
Print/Type Name: Diane E. Manni  
Notary Public

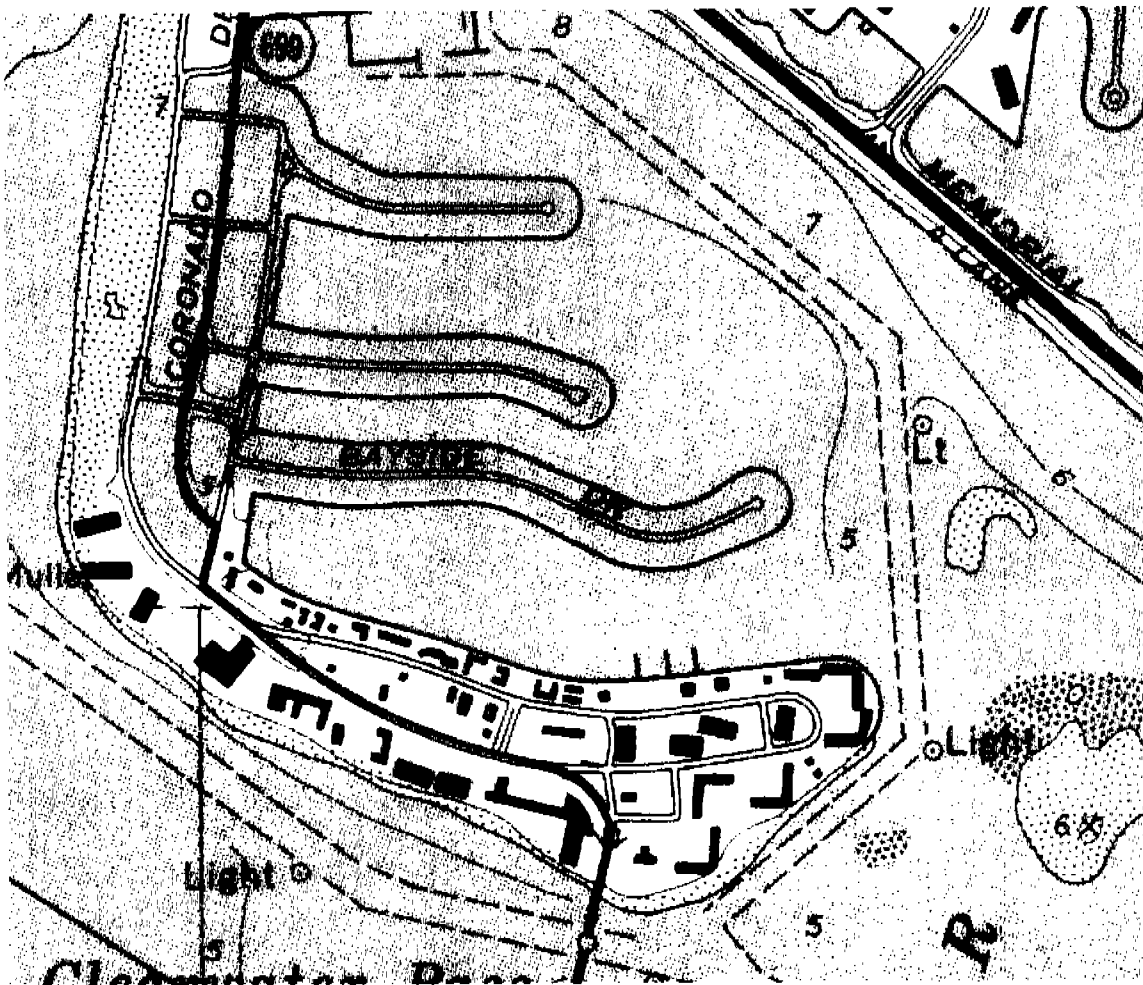


STATE OF FLORIDA     )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me this 1st day of April, 2010, by WILLIAM B. HORNE II, City Manager of the City of Clearwater, who is personally known to me.

Sandra Harriger  
Print/Type Name: Sandra Harriger  
Notary Public

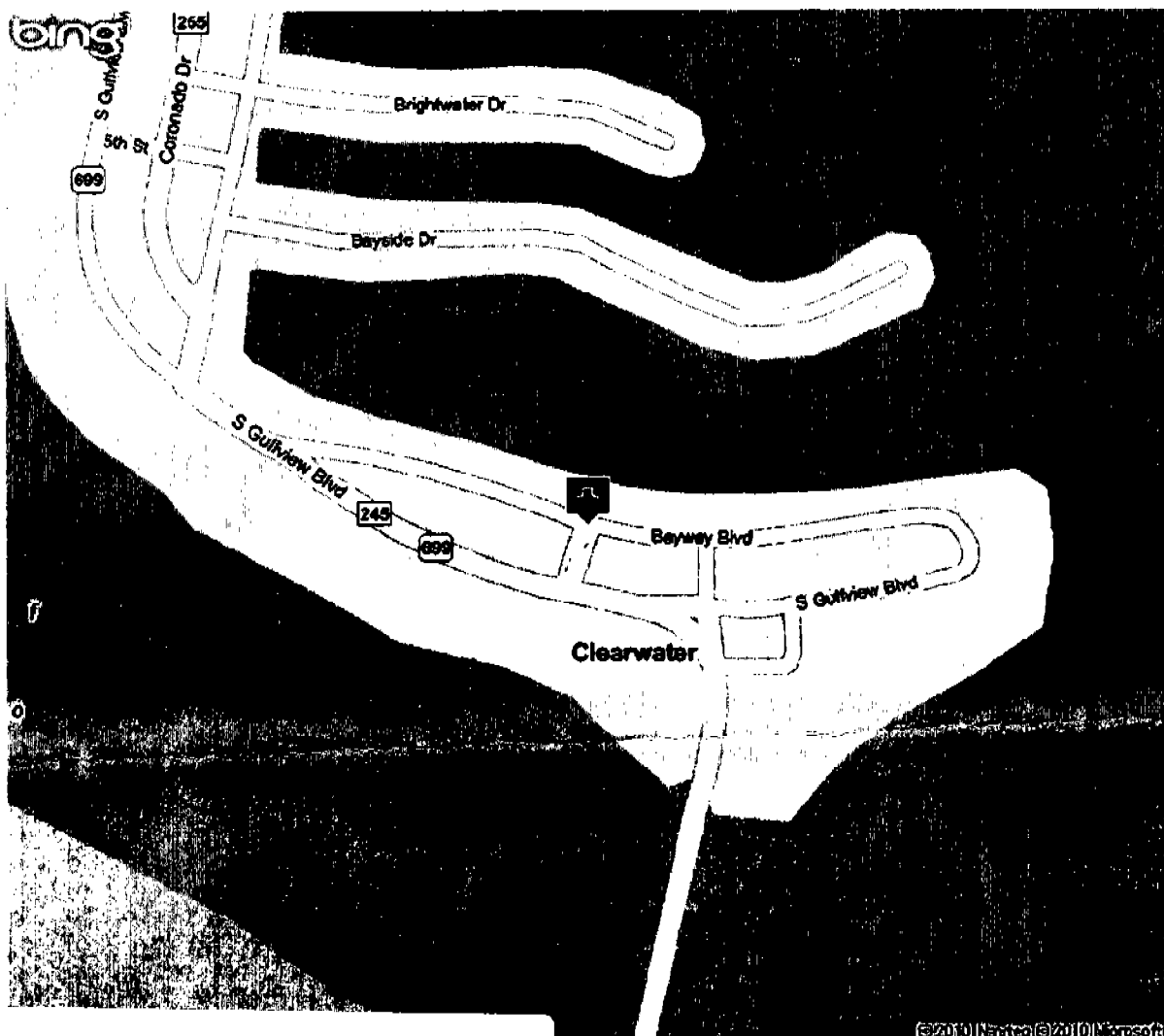




Section 17, Township 29 South, Range 15 East

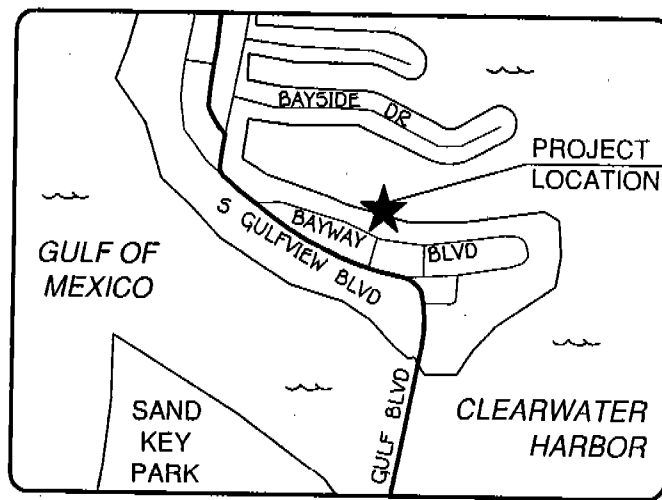
Quad - Clearwater, 178-B, 1987

700 Bayway Blvd, Clearwater, FL 33767





SECTION 17, TOWNSHIP 29 SOUTH, RANGE 15 EAST  
PINELLAS COUNTY, FLORIDA



LOCATION MAP  
(NOT TO SCALE)

LEGAL DESCRIPTION:

UPLAND (PER CLIENT - FOR REFERENCE ONLY):

"LOT 24, BLOCK A, BAYSIDE SUBDIVISION NO. 5, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 38, PAGE 38 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA."

PROPOSED SUBMERGED LAND LEASE:

A PARCEL OF LAND LYING WITHIN CLEARWATER HARBOR IN SECTION 17, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 24, BLOCK A, BAYSIDE SUBDIVISION NO. 5, AS PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 38, PAGE 38 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 24 AND ALONG THE APPROXIMATE MEAN HIGH WATER LINE OF CLEARWATER HARBOR ALONG THE ARC OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAVING A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 02°55'19", AN ARC LENGTH OF 51.00 FEET AND A CHORD BEARING AND DISTANCE OF N73°36'12"W, 50.99 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY AND APPROXIMATE MEAN HIGH WATER LINE N16°39'18"E FOR 55.00 FEET; THENCE S73°36'12"E FOR 50.99 FEET; THENCE S16°39'18"W FOR 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,819 SQUARE FEET, MORE OR LESS.

CERTIFIED TO:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
WOODS CONSULTING

SURVEYOR'S CERTIFICATE:

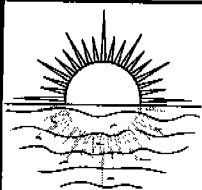
I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS A TRUE REPRESENTATION OF A SPECIFIC PURPOSE SURVEY, PERFORMED UNDER MY DIRECT SUPERVISION AND MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

SUNRISE SURVEYING & MAPPING SERVICES LLC, LB NO. 7710

Cynthia E Knopka DATE 6/26/09

CYNTHIA E. KNOPKA  
PROFESSIONAL LAND SURVEYOR NO. 6070  
STATE OF FLORIDA

SPECIFIC PURPOSE SURVEY - THIS IS NOT A BOUNDARY SURVEY - THIS IS NOT A FIELD SURVEY.



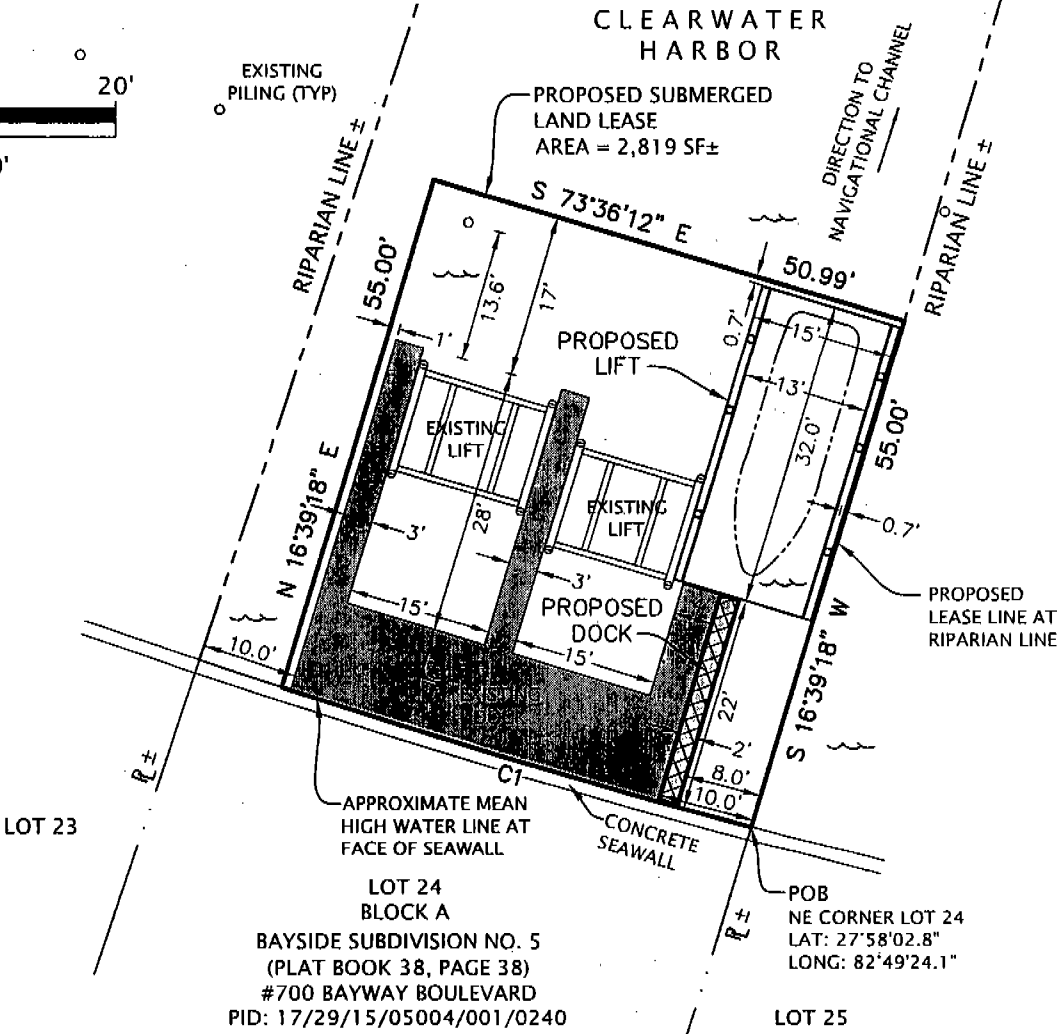
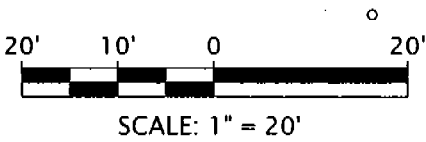
SUNRISE SURVEYING &  
MAPPING SERVICES LLC

1142 2ND AVENUE S · ST PETERSBURG, FL 33715  
PHONE: 727.631.9754 · WEB: WWW.SUNRISESURVEYING.COM  
E-MAIL: SUNRISESURVEYING@TAMPABAY.RR.COM

PROPOSED SUBMERGED LAND LEASE  
700 BAYWAY BOULEVARD, CLEARWATER, FL  
PID: 17/29/15/05004/001/0240

DRAWN BY:	CEK	DWG DATE:	May 22, 2009 rev: June 26, 2009
APPROVED BY:	CEK	FIELD DATE:	N/A
FILE NAME:	09121-LL.DWG	PAGE:	1 OF 2

THE SURVEY DEPICTED HERE IS NOT COVERED  
BY PROFESSIONAL LIABILITY INSURANCE



CURVE TABLE

CURVE	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	02°55'19"	1000.00'	51.00'	N 73°36'12" W	50.99'

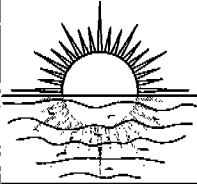
MAP NOTES:

1. NORTH ORIENTATION SHOWN HEREON IS ASSUMED.
2. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID UNLESS EMBOSSED WITH THE UNDERSIGNED SURVEYOR'S SEAL.
3. PROPOSED INFORMATION SHOWN HEREON PER DESIGN PROVIDED BY WOODS CONSULTING.
4. NO SHORELINE VEGETATION WAS OBSERVED ON THE PROJECT SITE.
5. SHORELINE 1000 FEET IN EITHER DIRECTION OF SITE IS 100% SEAWALL.
6. MHW LINE SHOWN HEREON IS APPROXIMATE ONLY & IS NOT INTENDED TO DEPICT THE LEGAL BOUNDARY BETWEEN PRIVATE AND STATE LANDS.
7. TOTAL LINEAR FEET OF SHORELINE OWNED BY RIPARIAN UPLAND OWNER IS 60 FEET±.

LEGEND

- LAT LATITUDE - SCALED  
LB LICENSED BUSINESS  
LONG LONGITUDE - SCALED  
MHW MEAN HIGH WATER  
PL PROPERTY LINE  
POB POINT OF BEGINNING  
SF SQUARE FEET  
TYP TYPICAL  
± APPROXIMATE ONLY

SPECIFIC PURPOSE SURVEY - THIS IS NOT A BOUNDARY SURVEY - THIS IS NOT A FIELD SURVEY.



**SUNRISE SURVEYING &  
MAPPING SERVICES LLC**  
1142 2ND AVENUE S · ST PETERSBURG, FL 33715  
PHONE: 727.631.9754 · WEB: WWW.SUNRISESURVEYING.COM  
E-MAIL: SUNRISESURVEYING@TAMPABAY.RR.COM

PROPOSED SUBMERGED LAND LEASE 700 BAYWAY BOULEVARD, CLEARWATER, FL PID: 17/29/15/05004/001/0240			
DRAWN BY:	CEK	DWG DATE:	May 22, 2009 rev: June 26, 2009
APPROVED BY:	CEK	FIELD DATE:	N/A
FILE NAME:	09121-LL.DWG	PAGE:	2 OF 2

8/11/935

4-3

6490 997

PERSONAL REPRESENTATIVES' DEED

*King G. Robinson*

FILED IN THE PUBLIC RECORDS

THIS INDENTURE, Made this 27<sup>th</sup> day of May 1987

between JOHN S. WAGSTAFF, MICHAEL A. SPIRTOS, GARY W. LYONS, SYD SNAIR and HENRY HENRIQUEZ, of Pinellas County, Florida, as Personal Representatives of the Estate of LOUIS ALEXANDER VANECH, a/k/a LOUIS A. VANECH, Deceased, Party of the First Part, and CITY OF CLEARWATER, FLORIDA, whose mailing address is: P.O. Box 4748, Clearwater, Florida 33518, Party of the Second Part:

15 15891140 71 L. 11MA87  
40 0.50  
TOTAL 0.50 CASH

W I T N E S S E T H:

WHEREAS, by his Last Will and Testament, the said LOUIS A. VANECH did appoint JOHN S. WAGSTAFF, MICHAEL A. SPIRTOS, GARY W. LYONS, SYD SNAIR and HENRY HENRIQUEZ as Personal Representatives of his Last Will and Testament; and

WHEREAS, said Testator did die a resident of Pinellas County, Florida, on August 11, 1985; and

WHEREAS, on August 14, 1985, the Last Will and Testament of said decedent was duly admitted to probate in the Circuit Court for Pinellas County, Florida, Probate Division, in Probate number 85-5145-ES 003, and JOHN S. WAGSTAFF, MICHAEL A. SPIRTOS, GARY W. LYONS, SYD SNAIR and HENRY HENRIQUEZ were appointed and qualified as Personal Representatives of said estate;

NOW THIS INDENTURE WITNESSETH, That in pursuance of the authority granted them by Court Order, and in consideration of the sum of Ten Dollars and other valuable considerations to them in hand paid by Party of the Second Part, receipt whereof is hereby acknowledged, the said Party of the First Part, as the duly qualified and acting Personal Representatives aforesaid, do hereby grant, bargain, sell and convey to the said Party of the Second Part, the following described property situate in the County of Pinellas, State of Florida:

Lot 24, Block A, BAYSIDE SUBDIVISION NO. 5, and riparian rights, according to Plat Book 38, page 38, public records of Pinellas County, Florida.

Subject to restrictions and easements of record and taxes for 1987 and subject to the conditions in the attached Exhibit "A".

11 CHG 1000 70  
COLL  
40 Rec 13.00  
46 Pos  
Total 13.00

0 Cash 11.00  
40 Rec  
41 DS .50  
43 Int  
Tot 13.00

Documentary Tax Pd. \$.....50  
Intangible Tax Pd.  
Karleen F. DeBijker, Clerk Pinellas County  
By: *S. R. A. 4-1-88* Deputy Clerk

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, their heirs and assigns, in as full and ample manner as the same was possessed and enjoyed by the said LOUIS A. VANECH in his lifetime.

IN WITNESS WHEREOF, the said Party of the First Part, as Personal Representatives aforesaid, has hereunto set their hands and seals the day and year first above written.

In the presence of:

[Signature]  
Bartholomew C. Lyons  
[Signature]  
Michael A. Spiertos  
[Signature]  
Gary W. Lyons  
[Signature]  
Syd Snair  
[Signature]  
Henry Henriquez

[Signature] (SEAL)  
 JOHN S. WAGSTAFF, Personal Representative of the Estate of LOUIS A. VANECH, Deceased.

[Signature] (SEAL)  
 MICHAEL A. SPIRTOS, Personal Representative of the Estate of LOUIS A. VANECH, Deceased.

[Signature] (SEAL)  
 GARY W. LYONS, Personal Representative of the Estate of LOUIS A. VANECH, Deceased.

[Signature] (SEAL)  
 SYD SNAIR, Personal Representative of the Estate of LOUIS A. VANECH, Deceased.

[Signature] (SEAL)  
 HENRY HENRIQUEZ, Personal Representative of the Estate of LOUIS A. VANECH, Deceased.

STATE OF FLORIDA  
 COUNTY OF PINELLAS

BEFORE ME, the undersigned officer, duly authorized to take acknowledgments and administer oaths, personally appeared, JOHN S. WAGSTAFF, MICHAEL A. SPIRTOS, GARY W. LYONS, SYD SNAIR and HENRY HENRIQUEZ, to me known and known by me to be the persons described in the foregoing instrument, and they acknowledged that they executed the same as their free act and deed for the purposes therein expressed.

WITNESS my hand and official seal at Clearwater, said county and state, this 7<sup>th</sup> day of August, 1987.

My Commission Expires:

[Signature]  
 Notary Public

NOTARY PUBLIC STATE OF FLORIDA  
 MY COMMISSION EXPIRES JULY 20 1987  
 BONDED THRU GENERAL INSURANCE UND

EXHIBIT "A" TO DEED OF CONVEYANCE FROM  
THE ESTATE OF LOUIS A. VANECH  
TO THE CITY OF CLEARWATER

This property is nevertheless conveyed upon the following conditions: the real property and improvements as may be situate thereon from time to time shall in perpetuity be used for a public purpose or purposes for the use, education and benefit of the citizens of Clearwater, including, but not limited to, a police substation involving customary police activities and other programs provided through such an entity, including but not limited to, public safety and information programs involving crime prevention, child abuse, rape intervention, drug and alcohol abuse, neighborhood crime watch, juvenile diversion, the "Officer Friendly" program, and may not be sold, transferred or conveyed, in whole or in part, directly or indirectly to any entity or individual for a commercial enterprise or private ownership for any use whatsoever. This restriction does not preclude the City of Clearwater from leasing space or sharing space with other governmental, regulatory or municipal or charitable bodies or entities, nor, after 20 years from the date hereof, does it prevent the City from selling the property for fair market value and paying the net proceeds received therefrom to the other charitable beneficiaries of said estate, then in existence, as the same have been, or were, determined in the probate court file in and for the Sixth Judicial Circuit for Pinellas County, Florida, Case No. 85-5145-ES 003, payment to be made on a prorata basis. As a further condition, the Grantee shall not raze the existing structure for a period of ten (10) years from the date hereof; provided, nevertheless, in the event the structure is substantially destroyed, or becomes or is rendered unsafe for occupation, through no fault of the Grantee, within the said 10-year period provided, Grantee shall not be obligated to rebuild the structure. As a further condition of this grant, the said Grantee shall at all times maintain in good condition a plaque or other visible evidence that the property was donated by Louise A. Vanech and/or is used in memory of the said Louis A. Vanech and the building shall be dedicated and known as the Louis A. Vanech Building or Center. In the event the City of Clearwater should violate the terms and provisions of this Deed or the Court Order approving this transfer, then the property, together with any and all improvements situate thereon, shall thereupon immediately revert to the other charitable beneficiaries of said estate, then in existence, as the same have been, or were, determined in the probate court file in and for the Sixth Judicial Circuit for Pinellas County, Florida, Case No. 85-5145-ES 003.