

Prepared By and After Recording
Return To:
Squire Patton Boggs (US) LLP
201 N. Franklin Street, Suite 2100
Tampa, FL 33626
Attention: Jeffrey Drew Butt

EASEMENT AGREEMENT

This is an Easement Agreement (the "Agreement") dated as of _____, 2018 (the "Effective Date") by and between the **CLEARWATER HOUSING AUTHORITY**, a public body corporate and politic organized and existing under the laws of the State of Florida ("Grantor"), the **CITY OF CLEARWATER, FLORIDA**, a municipal corporation (the "City") and **RUTH ECKERD HALL, INC.**, a Florida not for profit corporation ("Ruth Eckerd", and together with the City, the "Grantee").

RECITALS:

A. Grantor is the owner of certain real property commonly known as The Hampton at Clearwater located at 1099 N. McMullen Booth Road, Clearwater, Pinellas County, Florida 33759 and legally described on Exhibit A attached hereto and made a part hereof (the "Grantor Parcel").

B. City is the owner of certain real property commonly known as Ruth Eckerd Hall located at 1111 N. McMullen Booth Road, Clearwater, Pinellas County, Florida 33759 and legally described on Exhibit B, attached hereto and made a part hereof (the "Ruth Eckerd Hall Parcel").

C. Access to the Ruth Eckerd Hall Parcel is currently by and through a private street located on the Ruth Eckerd Hall Parcel that extends east from McMullen Booth Road commonly known as Ruth Eckerd Hall Drive ("Ruth Eckerd Hall Drive").

D. The City currently leases the Ruth Eckerd Hall Parcel along with the improvements located thereon to Ruth Eckerd (the "Lease").

E. Grantee desires to expand Ruth Eckerd Hall Drive over a portion of the Grantor Parcel as depicted on Exhibit C attached hereto and made a part hereof (the "Ruth Eckerd Hall Drive Expansion Area"). In connection with such proposed expansion, Grantee has requested Grantor to grant an easement for pedestrian and vehicular access and Grantor is willing to grant an easement for pedestrian and vehicular access over the Ruth Eckerd Hall Drive Expansion Area, provided that Grantee complies with all of the terms and conditions set forth herein.

NOW THEREFORE, and in consideration of One and No/100 (\$1.00) DOLLAR, the mutual promises and covenants of Grantor and Grantee contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and each Grantee agree as follows:

TERMS AND CONDITIONS:

1. Recitals. All of the terms, conditions and provisions set forth in the foregoing recitals are hereby restated and affirmed to be part of this Agreement.

2. Grant of Access Easement by Grantor. Grantor, as owner of the Ruth Eckerd Hall Drive Expansion Area, does hereby establish for the benefit of and grant and convey to City and Grantee's tenants (including Ruth Eckerd), and each of their respective customers, invitees, guests, servants, licensees, contractors, employees, agents, successors and assigns, as applicable, a non-exclusive easement for pedestrian and vehicular ingress and egress over, across and upon the Ruth Eckerd Hall Drive Expansion Area ("Access Easement"). Grantee shall not construct any improvements in the Ruth Eckerd Hall Drive Expansion Area other than the proposed expansion of Ruth Eckerd Hall Drive and improvements related to such roadway (e.g. utility lines, street lighting including light poles, signage, sidewalk, etc.) as set forth below.

3. Construction.

a. Ruth Eckerd shall be responsible, at its sole cost and expense, for the construction and installation of the proposed expansion of Ruth Eckerd Hall Drive, including obtaining all necessary permits, compliance with applicable local laws and ordinances, in compliance with the Plans and Specifications (as defined below) and being responsible for the haul off or import of necessary materials or any other activities related to the construction and installation of the proposed expansion of Ruth Eckerd Hall Drive over the Ruth Eckerd Hall Drive Expansion Area.

b. Except as provided in subsection a. above, Grantee shall not cause anything to be attached to or constructed on the Ruth Eckerd Hall Drive Expansion Area without the prior written approval of Grantor, which approval may be withheld, among other reasons, if the requested improvements do not assist with the ingress or egress of pedestrians or vehicles to the Ruth Eckerd Hall Parcel.

c. In consideration of the grant of the easement granted hereby by Grantor, Grantee shall also construct, and install, at its sole cost and expense, simultaneously with the construction and installation of the proposed expansion of Ruth Eckerd Hall Drive, certain improvements to the Grantor's Parcel as shown on the Plans and Specifications (as defined below), whether or not such improvements are labeled as "By Others" or similar language, which improvements shall include, without limitation, the reconstruction of a 10" wide and 6' high wall on the Grantor Parcel adjacent to the roadway alignment of the proposed expanded Ruth Eckerd Hall Drive, the planting of shrubs on the road side of the Grantor Parcel adjacent to the realigned Ruth Eckerd Hall Drive, the construction of a new

18' to 20' foot driveway on the Grantor Parcel to connect the entrance of the Hampton at Clearwater to the expanded Ruth Eckerd Hall Drive, the expansion and/or modification of the retention ponds located east of the swimming pool located on the Grantor Parcel and the relocation of existing control structures related thereto, and the relocation of irrigation valves on the Grantor Parcel. The wall to be constructed (as referenced above) will match the exact look of the wall that Ruth Eckerd is demolishing. It will be concrete block covered with stucco and painted the color of the existing wall. The larger intermediate "pilasters" will be covered with a faux brick pursuant to current industry standards.

d. The phrase "Plans and Specifications" shall mean for all purposes of this Easement those certain plans and specifications prepared for Klar & Klar Architects by Gulf Coast Consulting, Inc., labeled "The Ruth Eckerd Hall Experience Site Modifications and Entrance Boulevard Improvements", Job No. 12-005 under date of 11/2/16 (last updated October 13, 2017) and containing sheets C1 to C23 (including sheets 5A, 5B, 8A, 13A, 13B, 13C and 13D) and the further update to sheet C8A with a revision date of January 18, 2018). The Plans and Specifications may not be amended without the prior written approval of Grantor. Specifically, in no event may the proposed left turn out of the Grantor Parcel onto Ruth Eckerd Hall Drive with the ability to then turn left at McMullen Booth Road at the intersection of Ruth Eckerd Hall Drive and McMullen Booth Road be modified without the prior written consent of Grantor.

e. In connection with the construction provided for in subsections a. and b. above, Grantor hereby grants to Ruth Eckerd a temporary construction easement for reasonable pedestrian and vehicular ingress and egress over, across and upon the Grantor Parcel for the period of such construction to the extent necessary for such construction. Such temporary construction easement shall automatically expire on completion of such construction. Ruth Eckerd shall, at its sole cost and expense, promptly repair and restore any areas of the Grantor Parcel that are damaged or disturbed by the activities of Ruth Eckerd or their agents or contractors in the course of such construction. Ruth Eckerd shall bear the full cost of such construction. In the event that the Lease terminates prior to the completion of such construction, or in the event that Ruth Eckerd fails to complete the construction in a timely manner, but no later than December 31, 2019, City, Ruth Eckerd and/or any such successor tenant at their sole cost and expense shall be responsible for completion of such construction unless City elects in its sole and absolute discretion to terminate the Access Easement (which City is allowed to do so long as City restores the Grantor Parcel to the condition it was in prior to the commencement of any such construction).

4. Term. The easements provided for in this Agreement shall be perpetual and shall not be terminable without the prior written consent of Grantor and Grantee except as specifically set forth otherwise in this Agreement. The Access Easement shall terminate if all of the construction required by Section 2 of this Agreement is not completed on or before December 31, 2019.

5. Maintenance and Repair; Warranties.

a. It shall be the sole responsibility of Grantee to maintain all improvements related to the proposed expansion of Ruth Eckerd Hall Drive (other than the relocated masonry wall and related shrubs) in good condition and repair so as to provide for the safe and orderly flow of traffic across the proposed expansion of Ruth Eckerd Hall Drive. The costs for the maintenance, repair and replacement of the proposed expansion of Ruth Eckerd Hall Drive and its related improvements (other than the relocated masonry wall and related shrubs) shall be the sole responsibility of Grantee. Upon failure of Grantee to repair damage to any of the improvements related to the proposed expansion of Ruth Eckerd Hall Drive (other than the relocated masonry wall and related shrubs) as required by this Section within thirty (30) days after written notice from Grantor, Grantor may do so with the actual and reasonable costs incurred chargeable to and promptly payable by Grantee to Grantor within thirty (30) days of any written demand. If any such costs are not paid within thirty (30) days of Grantee's receipt of a written demand, then the amounts of the applicable costs shall accrue interest at an annual rate of twelve percent (12%) per annum until paid, and Grantee shall be responsible for reasonable attorneys' fees and costs in the enforcement and collection of such amounts.

b. Grantor acknowledges and agrees that other than the maintenance and repair obligations set forth in subsection a. above, Grantee shall not be responsible for maintaining or repairing any of the other improvements constructed in connection with this Agreement.

c. Promptly after completion of the construction contemplated by this Agreement, Grantee shall assign to Grantor all contractor warranties relating to all construction work performed pursuant to this Agreement but for the improvements related to the proposed expansion of Ruth Eckerd Hall Drive (other than the relocated masonry wall and related shrubs). Grantee shall ensure that this assignability is included in any and all contracts Grantee enters into regarding such construction.

6. Drainage Easement. As a further condition to Grantor granting the Access Easement, Grantor is requiring and Grantee is willing to grant and convey and thus hereby grants and conveys the Drainage Easement (as defined below). For all purposes of this Agreement, the term "Drainage Easement" shall mean a non-exclusive easement for the benefit of Grantor and for the benefit of (and as an appurtenance to) the Grantor Parcel over, under, along, across and through the Ruth Eckerd Hall Parcel (including specifically, without limitation, over, under, along, across and through Ruth Eckerd Hall Drive, as may be expanded from time to time) for the sole and exclusive purpose of stormwater runoff, drainage and discharge from the Grantor Parcel and ultimate retention and storage in the retention ponds located from time to time on the Ruth Eckerd Hall Parcel. Such stormwater runoff, drainage and discharge shall primarily occur through existing Drainage Improvements (as defined below) or additional or expanded Drainage Improvements constructed by Grantee in connection with the construction of the improvements contemplated by this Agreement and thereafter maintained by Grantee. The term "Drainage Improvements" shall mean the drainage lines and all related improvements,

including, without limitation, pipes, pumps, collection lines, manholes, open surface drainage features, and all other appurtenances and equipment incidental to, or necessary or convenient for, the drainage and discharge of storm water over, under, upon, along, through and across the Ruth Eckerd Hall Parcel (including specifically, without limitation, over, under, along, across and through Ruth Eckerd Hall Drive, as may be expanded from time to time). Grantee hereby represents and warrants that the existing Drainage Improvements (as will be supplemented by additions and/or expansions in connection with the construction contemplated hereby) will be sufficient to handle the stormwater runoff due to a 25-year, 24-hour and a 100-year, 24-hour storm event storm event from the Ruth Eckerd Hall Parcel and the Grantor Parcel as currently improved as well as from the addition of a 3 story 100 bed ALF with an 18,000 square foot footprint and with approximately 7000 square feet of associated pavement currently contemplated to be built on the Grantor Parcel (or a similar building with a different use but a similar footprint). If Grantee breaches the representation and warranty contained in the previous sentence or fails to maintain said Drainage Improvements and does not cure such breach within thirty (30) days after notice of such breach is given to Grantee by Grantor, then Grantor shall have the right to terminate the Access Easement by written notice to Grantee and Grantor shall have the right to block access by vehicles and pedestrians over and across the Access Easement and shall have the right to remove all improvements constructed by Grantee on the Ruth Eckerd Hall Drive Expansion Area and to pursue any other rights and remedies at law or in equity.

Notwithstanding the above, any future development on the Grantor Parcel is subject to the City's standard regulatory stormwater review process. Nothing contained above is meant to constitute a waiver of the City's regulatory process or constitute the City's regulatory approval of such drainage plan.

7. Grant of Access Easement by Grantee. As a further condition to Grantor granting the Access Easement, Grantee, as owner of the property on which the Ruth Eckerd Hall Drive is located, does hereby establish for the benefit of and grant and convey to Grantor and Grantor's customers, invitees, guests, servants, licensees, contractors, employees, agents, successors and assigns, as applicable (collectively, the "Grantor Parties"), a non-exclusive easement for pedestrian and vehicular ingress and egress over, across and upon Ruth Eckerd Hall Drive so that the Grantor Parties can make a left turn out of the Grantor Parcel onto Ruth Eckerd Hall Drive with the ability to then turn left at McMullen Booth Road at the intersection of Ruth Eckerd Hall Drive and McMullen Booth Road ("Grantee Access Easement").

8. Easement Payment. As a further condition to Grantor granting the Access Easement, Grantee shall pay an amount equal to Two Hundred Thousand and 00/100 Dollars (\$200,000.00) to Grantor in the following amounts and at the following times:

- On or before March 15, 2018, \$50,000.00
- On or before January 31, 2019, \$50,000.00
- On or before January 31, 2020, \$50,000.00
- On or before January 31, 2021, \$50,000.00

If Grantee fails to make any of the above payments (with time being of the essence), then Grantor shall have the right to terminate the Access Easement by written notice to Grantee and Grantor shall have the right to block access by vehicles and pedestrians over and across the Access Easement and shall have the right to remove all improvements constructed by Grantee on the Ruth Eckerd Hall Drive Expansion Area.

9. Hazardous Substances. Neither Grantee nor any employee, contractor or agent of any party constituting the Grantee (collectively, the "Grantee Parties") shall permit the generation, use, storage, release, disposal or discharge of any Hazardous Substances in, on or under the Ruth Eckerd Hall Drive Expansion Area or the Grantor Parcel except as in compliance with Environmental Laws (hereinafter defined). As used above, the term "Hazardous Substance" is defined as follows: (1) Any substance identified or listed as a hazardous substance, pollutant, hazardous material, or petroleum in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; and in the regulations promulgated thereto; and Underground Storage Tanks, U.S.C. §§ 6991 to 6991i; or (2) Any substance identified or listed as a hazardous substance, pollutant, toxic pollutant, petroleum, or as a special or solid waste under applicable Environmental Laws. To the extent allowed by law, Grantee agrees to indemnify and defend Grantor and its respective affiliates, contractors, employees, officers, directors, and agents (the "**Grantor Parties**") from and against any and all liabilities, claims, actions, damages, costs and expenses (including actual and reasonable attorneys' fees) incurred or suffered by the Grantor Parties as a result of the generation, use, storage, release, disposal or discharge of any Hazardous Substances in, on or under the Ruth Eckerd Hall Drive Expansion Area or the Grantor Parcel by any of the Grantee Parties. Within the context of this Agreement, "Environmental Laws" are defined as those laws promulgated for the protection of human health or the environment, including but not limited to the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, county, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of human health and the environment, including but not limited to the ambient air, ground water, surface water, and land use, including substrata soils.

10. Insurance. City shall cause Ruth Eckerd and any substitute tenant of the Ruth Eckerd Hall Parcel to maintain general liability insurance covering the Ruth Eckerd Hall Drive Expansion Area in the minimum amount of \$2,000,000 per occurrence, and \$5,000,000 in the aggregate, which amounts may be satisfied by an applicable umbrella liability policy. Such insurance shall be effected under valid and enforceable policies issued by financially responsible insurers which are subject to the service of legal process in the State of Florida and have a general

policyholders rating of A- or better and a financial classification of VII or better, as classified and rated in the edition of Best's Key Rating Guide of Property and Liability Insurers most recently published by A. M. Best Company as of the date of issue of such policy or with an equivalent policyholders rating if the present rating and classification system utilized by the A. M. Best Company shall be changed or if such Key Rating Guide shall no longer be published. Evidence of the initial policies or renewal policies, as the case may be, required to be carried hereunder shall be delivered to Grantor upon execution of this Agreement and thereafter not less than thirty (30) days prior to the expiration date of the expiring policy. Such insurance may be maintained under a blanket policy covering other properties. Such policies may not, without consent of Grantor, include a "deductible" or self-insured retention limit in excess of \$10,000. Such insurance shall name Grantor and Grantor's mortgagee (if Grantor notifies City of the same) as additional insureds.

11. Liens. Grantee shall take reasonable care to keep the Grantor Parcel, including, without limitation the Ruth Eckerd Hall Drive Expansion Area free and clear of any liens arising out of the exercise of its rights hereunder. If any lien is filed, Grantee shall cause the lien to be bonded or discharged within thirty (30 days) of notice.

12. Indemnification. To the extent allowable by law, each of Grantor, City and Ruth Eckerd shall indemnify, defend and hold the other parties and their respective Affiliates harmless from and against any and all liabilities, claims, demands, causes of action, damages, losses, reasonable out-of-pocket costs and reasonable out-of-pocket expenses (including external attorneys' fees, expert and consultant fees and costs of litigation) suffered, incurred or sustained and arising out of, by reason of or in connection with the negligence, tortious acts or willful misconduct of Grantor, City or Ruth Eckerd, as applicable, or its respective Affiliates, except to the extent caused by or arising out of the gross negligence or willful misconduct of the indemnified party. The term "Affiliates" shall mean all of their respective directors, officers, partners, members, shareholders, employees, contractors and agents, as applicable.

13. Permitted Exceptions. Each of the easements described herein are conveyed and reserved subject to any and all other restrictions, easements, utility lines, or other matters or easements affecting any parcel as of the date hereof.

14. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified in any respect except by a written instrument signed by all parties hereto.

15. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

16. Notice. Any notice required or permitted to be given under this Agreement shall be deemed given on three (3) business days after the date sent if sent by United States Postal Service or one (1) business day after the date sent if sent by overnight delivery. Any notices shall be sent to the respective parties at the addresses below.

To Grantor:

Clearwater Housing Authority

28050 US Highway 19 North, Suite # 103
Clearwater, FL 33761
Attn: Executive Director

To City:

City of Clearwater
Municipal Services Building
100 S. Myrtle Ave.
Clearwater, FL 33756
Attn: City Attorney

To Ruth Eckerd:

Ruth Eckerd Hall, Inc.
1111 N. McMullen Booth Road
Clearwater, FL 33759
Attn: President

17. No Waiver. No waiver of any breach by any party to this Agreement shall be implied from the failure by another party to this Agreement to take any action with respect to such breach.

18. Headings. The headings or titles of the sections and subsections of this Agreement are for descriptive purposes only and shall have no effect upon the construction or interpretation of any part of this Agreement.

19. Run with the Land. This Agreement, the Access Easement, the Drainage Easement and the Grantee Access Easement shall run with the land, shall inure to the benefit of, and shall be binding on each party hereto and their respective successors and assigns.

20. Severability. If any provision of this Agreement, or the application of such provision to any person, shall be held to be invalid by any court of competent jurisdiction, the remainder of this Agreement, and the application of such provision to any person or circumstance, other than the person or circumstance to which it is held invalid, shall not be affected thereby.

21. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

22. Mortgage Subordination. Any mortgage, deed to secure debt or deed of trust affecting any portion of the property affected hereby (collectively, a "Mortgage") shall at all times be subject and subordinate to the terms of this Agreement and any party foreclosing any such Mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement.

23. Estoppel Certificates. Any party hereto may, at any time and from time to time, in connection with the sale or transfer of its respective property or in connection with the financing or refinancing of its respective property by a bona fide Mortgage made in good faith and for value, deliver a written notice to the other parties or their respective successors-in-title requesting such parties to execute a certificate certifying that such party making such request is not in default in the performance of its obligations under this Agreement, or, if in default, describing therein the nature and amount of any default. The parties receiving such request shall execute and return such certificate within ten (10) business days following its receipt thereof. Failure by a party receiving such request to execute and return such certificate within the specified period shall be deemed an admission on such party's part that the party requesting the certificate is current and not in default in the performance of such party's obligation under this Agreement. Such certificate may be relied upon by all transferees, mortgagees, and security deed holders.

24. Third Party Beneficiaries. Grantor and the City acknowledge that Ruth Eckerd and the City's subsequent tenants in possession of the Ruth Eckerd Hall Parcel are intended third party beneficiaries of this Easement Agreement and may independently enforce its terms.

25. Attorneys' Fees. In the event of any controversy, claim or dispute arising out of or relating to this Agreement or any breach thereof, the prevailing party shall be entitled to recover from the other party or parties reasonable expenses resulting from the controversy, claim, dispute or breach, including, but not limited to, reasonable attorneys' fees, paralegals' fees and expenses and costs incurred.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date set forth above.

CLEARWATER HOUSING AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of Florida

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, the _____ of **CLEARWATER HOUSING AUTHORITY**, a public body corporate and politic organized and existing under the laws of the State of Florida, who _____ is personally known to me or who _____ produced _____ as identification (check one), on behalf of the Authority.

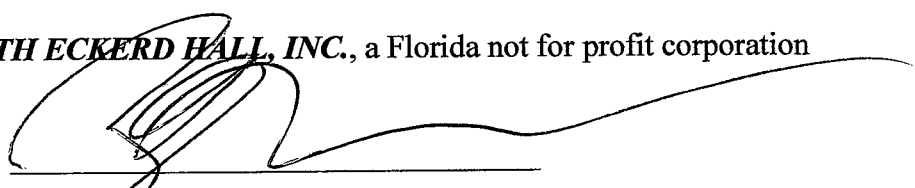
Notary Public

Printed Name: _____

My Commission Expires:

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date set forth above.

RUTH ECKERD HALL, INC., a Florida not for profit corporation

By: 

Printed Name: ZEV BUFFMAN

Title: PRESIDENT + CEO

STATE OF FLORIDA

COUNTY OF PINEHILLS

The foregoing instrument was acknowledged before me this 20th day of FEBRUARY, 2018 by ZEV BUFFMAN, the PRESIDENT + CEO of RUTH ECKERD HALL, INC., a Florida not for profit corporation, who ✓ is personally known to me or who _____ produced _____ as identification (check one), on behalf of the Authority.

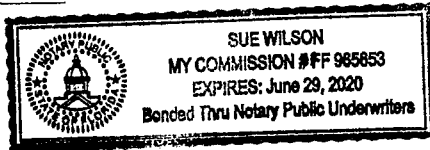
Sue Wilson

Notary Public

Printed Name: SUE WILSON

My Commission Expires:

6/29/20



Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Pamela K. Akin
City Attorney

Rosemarie Call
City Clerk

The undersigned mortgagee does hereby join in and consent to the granting of the Access Easement, across the lands herein described, and agrees that its mortgage, which is recorded in Official Records Book _____, Page _____, of the Public Records of Pinellas County, Florida, shall be subordinated to this Easement Agreement.

IN WITNESS WHEREOF, the Mortgagee has hereunto set its hand and affixed its seal as of the date first written above.

WITNESSES:

Signed, sealed and delivered

In the presence of:

MORTGAGEE:

BANKUNITED, N.A., a national
banking association

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, the _____ of _____, BANKUNITED, N.A., a national banking association, on behalf of the association, who _____ is personally known to me or who _____ produced _____ as identification (check one), on behalf of the Authority.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT A

Legal Description of Grantor Parcel

EXHIBIT "A"

PINELLAS COUNTY FLA.
OFF.REC.BK 8248 PG 1184

Lot 53, 54 and part of Lot 52, DEL ORO GARDENS, as recorded in Plat Book 45, page 74, of the Public Records of Pinellas County, Florida, also a part of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 29 South, Range 16 East; also a part of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 9, Township 29 South, Range 16 East, and more particularly described as follows: Beginning at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 29 South, Range 16 East; thence South 89°22'10" East, 33.00 feet to the POINT OF BEGINNING; thence North 00°11'42" East, along the East right-of-way line of McMullen Booth Road, 200.00 feet; thence South 89°22'10" East, 17.00 feet; thence North 00°11'42" East, along said right-of-way line, 412.70 feet; thence South 89°09'18" East, 590.02 feet; thence South 00°11'42" West, 611.02 feet to a point on the North line of said Del Oro Gardens; thence North 89°22'10" West, 305.95 feet to the Northwest corner of Lot 55, Del Oro Gardens; thence South 39°46'56" East, 172.83 feet to a point on the North right-of-way line of San Jose Street; thence Southwesterly along a curve, (said curve having a radius of 45.00 feet, a chord of 37.76 feet, a chord bearing South 25°29'52" West), a distance of 38.96 feet; thence Southeasterly along a curve, (said curve having a radius of 45.00 feet, a chord of 36.85 feet, a chord bearing South 23°33'41" East), a distance of 37.95 feet; thence North 89°22'10" West, 410.80 feet to a point on the East right-of-way line of McMullen Booth Road; thence North 00°11'42" East, 50.0 feet along said East right-of-way line; thence North 89°22'10" East, 17.00 feet; thence North 00°11'42" East, 150.10 feet; thence North 89°22'10" West, 17.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described Parcel:

That part of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 29 South, Range 16 East, Pinellas County, Florida, described as follows: Commence at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 29 South, Range 16 East and run South 89°23'36" East, 32.49 feet along the quarter section line to a Point of Beginning; thence continue South 89°23'36" East, 12.06 feet to a point on a curve concave Easterly and having a radius of 5629.58 feet; thence from a tangent bearing of North 1°42'28" East, run Northerly 74.67 feet along said curve, through a central angle of 00°45'36"; thence run North 2°28'04" East, 464.48 feet to the beginning of a curve concave Westerly and having a radius of 5829.58 feet; thence run Northerly 68.16 feet along said curve through a central angle of 00°40'12"; thence run North 89°20'37" West, 18.75 feet; thence South 00°06'00" West, 407.08 feet; thence North 89°22'43" West, 27.71 feet; thence South 2°49'03" East, 200.34 feet to the Point of Beginning.

ALSO LESS AND EXCEPT that part conveyed to the City of Clearwater by Warranty Deed recorded on March 11, 1988 in O. R. Book 6698, page 912 and corrected by Warranty Deed recorded on April 7, 1988 in O. R. Book 6716, page 1911, being more particularly described as

follows:

The Northerly ten (10) feet of the following described tract:

Commence at the Southwest corner of the Southeast one quarter of the Northwest one quarter of Section 9, Township 29 South, Range 16 East as a point of reference; thence South 89°22'10" East, 44.55 feet to a point of beginning; thence Northeasterly along a curve concave Easterly (said curve having a radius of 5629.58 feet, a chord of 74.76 feet, a chord bearing of North 02°06'42" East) 74.67 feet; thence North 02°29'30" East, 464.48 feet; thence Northeasterly along a curve concave Westerly (said curve having a radius of 5629.58 feet, a chord of 68.16 feet, a chord bearing of North 02°09'24" East) 68.16 feet; thence North 89°19'11" West, 17.99 feet; thence North 00°11'42" East, 5.65 feet; thence South 89°09'18" East, 590.02 feet; thence South 00°11'42" West, 611.02 feet; thence North 89°22'10" West, 305.95 feet; thence South 39°46'56" East, 172.93 feet; thence Southeasterly along a curve concave Easterly (said curve having a radius of 45.00 feet, a chord of 37.76 feet, a chord bearing of South 25°29'52" West), 38.96 feet; thence Southeasterly along a curve concave Easterly (said curve having a radius of 45.00 feet, a chord of 36.85 feet, a chord bearing of South 23°33'41" East) 37.95 feet; thence North 89°22'10" West, 410.80 feet; thence North 00°11'42" East, 50.00 feet; thence South 89°22'10" East, 17.00 feet; thence North 00°11'42" East, 150.00 feet; thence North 89°22'10" West, 5.45 feet to the Point of Beginning.

EXHIBIT B

Legal Description of Ruth Eckerd Hall Parcel

A PARCEL OF LAND LYING IN THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 9 TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 9 TOWNSHIP 29 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA; THENCE SOUTH 89°21'05" EAST, ALONG THE NORTH LINE OF DEL ORO GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 2, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 477.16 FEET TO THE SOUTHWEST CORNER OF LOT 21, DEL ORO GROVES FIRST ADDITION, AS RECORDED IN PLAT BOOK 69, PAGE 56 AND 57 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE WEST AND NORTH LINES OF SAID DEL ORO GROVES FIRST Addition THE FOLLOWING TEN (10) COURSES AND DISTANCES: 1. NORTH 00°16'15" EAST, 519.23 FEET; 2. SOUTH 89°19'45" EAST 118.80 FEET; 3. NORTH 00°29'45" WEST 79.68 FEET; 4. SOUTH 89°09'15" EAST 245.08 FEET; 5. NORTH 00°05'45" EAST, 129.43 FEET; 6. SOUTH 89°34'15" EAST, 60.45 FEET; 7. NORTH 00°10'15" WEST, 301.98 FEET; 8. SOUTH 89°17'15" EAST, 498.69 FEET; 9. NORTH 81°25'06" EAST, 479.63 FEET; 10. SOUTH 89°49'15" EAST, 251.76 FEET TO A POINT ON THE WEST LINE OF

LOT 25, DEL ORO HEIGHTS, AS RECORDED IN PLAT BOOK 54. PAGE 12, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID DEL ORO HEIGHTS SUBDIVISION, NORTH 00°04'50" EAST A DISTANCE OF 221.17 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 9; THENCE NORTH 89°17'04" WEST ALONG SAID LINE, A DISTANCE OF 1514.66 FEET; THENCE LEAVING SAID LINE SOUTH 00°07'43" WEST A DISTANCE OF 64.54 FEET; THENCE NORTH 89°21'08" WEST A DISTANCE OF 320.00 FEET; THENCE SOUTH 00°07'43" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°21'08" WEST A DISTANCE OF 290.00 FEET; THENCE SOUTH 00°07'34" WEST A DISTANCE OF 117 FEET MORE OR LESS TO THE CENTER OF ALLIGATOR CREEK, SAID POINT TO BE KNOWN AS POINT "A" FOR CONVENIENCE; RETURN THENCE TO THE POINT OF BEGINNING; THENCE NORTH 89°21'05" WEST ALONG THE NORTH LINE OF DEL ORO ESTATES, AS RECORDED IN PLAT BOOK 46, PAGE 29, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 695.52 FEET; THENCE NORTH 00°07'00" EAST A DISTANCE OF 610.82 FEET; THENCE NORTH 89°18'29" WEST A DISTANCE OF 590.03 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MCMULLEN BOOTH ROAD (S.R. 593) (A 100' R/W); THENCE NORTH 00°07'00" EAST ALONG SAID R/W LINE. A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF KAPOK MANOR CONDOMINIUM VILLAGE ONE, AS RECORDED IN CONDOMINIUM PLAT BOOK 22, PAGES 48 THROUGH 51, INCLUSIVE, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE SOUTH 89°18'29" EAST ALONG THE SOUTH LINE OF SAID CONDOMINIUM AND THE SOUTH LINE OF ONE KAPOK TERRACE, A CONDOMINIUM PHASE VI, AS RECORDED IN CONDOMINIUM PLAT BOOK 102.

PAGES 8 THRU 10, INCLUSIVE, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. A DISTANCE OF 1135.68 FEET; THENCE NORTH 00°07'00" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 66°27'06" WEST, ALONG THE NORTHERLY LINE OF THE UNRECORDED ONE KAPOK TERRACE A CONDOMINIUM, PHASE VI 1, A DISTANCE OF 267.83 FEET; THENCE NORTH 00°07'34" EAST, A DISTANCE OF 140 FEET MORE OR LESS TO THE CENTERLINE OF ALLIGATOR CREEK; THENCE EASTERLY AND NORTHERLY ALONG THE CENTERLINE OF ALLIGATOR CREEK AS IT WINDS AND TURNS TO THE AFOREMENTIONED POINT "A".

EXHIBIT C

Sketch of Ruth Eckerd Hall Drive Expansion Area

