


0167905 MAY-18-2001 11:17AM
PINELLAS CO BK 11377 PG 2014

R 105.00


WITNESSETH:

WHEREAS, subsequent to accepting the donation of the lands as aforesaid, the City pursuant to Resolution No. 78-127, did enter into a Ground Lease with PACT on

PAGES 23
ACCT #
CHK AMT
CG AMT
REC 10500
DS DR219
DS
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FEES
MTF
P/C
REV
TAX 10500



Landlord



Tenant

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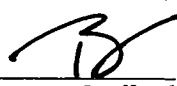
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
March 14, 1979, reflecting a lease term from January 1, 1979 through December 31, 1993, with renewal provisions for an additional fifteen (15) years, with a maximum lease extension of fifty (50) years; and

WHEREAS, subsequent to execution of the lease as aforesaid, incident to financing and construction of the performing arts facilities, the City and PACT canceled the lease agreement, and the properties described on attached Exhibit "B" were sold, transferred and conveyed to PACT (hereinafter referred to as the "Building Parcel"), subject to a right of reverter back to the City upon payment of bond indebtedness which was required to pay for initial construction, and the balance of the lands remaining continued to be owned by the City (hereinafter referred to as the "Parking/Access Parcel"), subject to an easement authorizing PACT to construct parking, lighting installation and signage on the remaining lands, as reflected by that easement agreement dated June 4, 1981, and duly recorded in O.R. Book 5199, page 1813, public records of Pinellas County, Florida, and simultaneously therewith the City and PACT entered into a Facilities Use Agreement; and

WHEREAS, on August 26, 1998, the City and PACT did enter into a further Maintenance and Operation Agreement pertaining to the parking lot, entranceway, and landscaping and other related matters as to the Parking/Access Parcel; and

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Tenant

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JUN - 5 2001

MACFARLANE FERGUSON & McMULLEN

CITY ATTORNEY

ATTORNEYS AND COUNSELORS AT LAW

900 HIGHPOINT CENTER
106 EAST COLLEGE AVENUE
TALLAHASSEE, FLORIDA 32301
(850) 681-7381 FAX (850) 681-0281

400 NORTH TAMPA STREET, SUITE 2300
P.O. BOX 1531 (ZIP 33601)
TAMPA, FLORIDA 33602
(813) 273-4200 FAX (813) 273-4396

625 COURT STREET
P.O. BOX 1669 (ZIP 33757)
CLEARWATER, FLORIDA 33756
(727) 441-8966 FAX (727) 442-8470

June 1, 2001

IN REPLY REFER TO

Post Office Box 1669
Clearwater, FL 33757

Pam Akin, City Attorney
City of Clearwater
Post Office Box 4748
Clearwater, FL 33757-4748

Re: City of Clearwater / PACT, Inc. [lease commencement date]

Dear Pam:

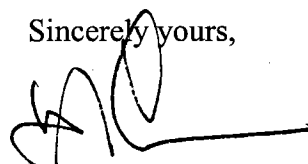
The original Lease agreement was executed with the commencement dates left blank on pages 3 and 4. This was necessary because when approved, the transaction was subject to PACT paying off the existing indebtedness so the City of Clearwater would acquire ownership of all of the ground and improvements.

The documents were recorded on May 18th. I would like to suggest that we insert in the lease, on pages 3 and 4, that the commencement date is May 18th, and then the termination date would be May 17th.

I do not see that it is so important that we re-record the lease, but I would like for you to confirm, if you agree, that these dates represent the commencement date for the new Lease and Facility Use Agreement.

As always, thank you for your assistance and I shall look forward to hearing back from you.

Sincerely yours,



Harry S. Cline

HSC:koh
Enclosure

cc: PACT, Inc. [Attn: Mr. Robert Freedman]

WHEREAS, incident to the hereinabove identified agreements between the parties, PACT did in fact construct the performing art facilities consistent with the original Agreement causing the Entire Parcel to be conveyed to the City, and subsequent thereto operated the Entire Parcel at all times in conformity with the original intent of the said Agreement; and

WHEREAS, on the 18th day of MAY, 2001, PACT paid off all of the underlying bond indebtedness, which consistent with the terms of the original bond issue and agreements, resulted in the reverter of fee simple title on the properties described on Exhibit "B" to the City such that the City was thereupon fee simple title owner of the Entire Parcel, as described on Exhibit "A", which included the performing arts facility, the parking lot, entry roads, and other associated properties pertaining to the performing arts center; and

WHEREAS, PACT has indicated a willingness and a desire to continue to operate the Arts Facility, and to continue to solicit funds, and to maintain, repair and otherwise use and develop the said premises and improvements thereon for a performing arts center as heretofore done, conditioned upon the City entering into a long term lease agreement with PACT; and

WHEREAS, the City has had the required public hearings to have the properties described on attached Exhibit "A" declared surplus, and has determined that PACT,

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[Signature]
Landlord

[Signature]
Tenant

FELLS COUNTY FLA.
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having raised the funds necessary to construct the performing arts facilities, and having operated and maintained the facilities and provided programming and otherwise complied with the original intent of the donors, as approved by the City in 1977, and complied with all other agreements existing with the City from time to time, is therefore the proper party to continue to operate the facilities under a lease agreement, upon the terms and provisions hereinafter set forth, it is

AGREED for the sum of One Hundred (\$100.00) Dollars and other valuable considerations, the receipt of which is hereby acknowledged, as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Demised Premises. City does hereby lease to PACT the real property and all improvements located thereon (hereinafter called the "Premises"), which are known and described as follows:

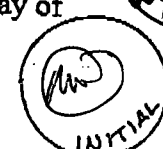
See Exhibit "A" attached hereto and made part hereof by reference.

3. Initial Term. The Initial Term of this Lease is thirty (30) years and shall commence on the 18th day of MAY, 2001 and shall expire on the 17th day of MAY, 2031.

4. Option to Extend Term. If PACT is not in default hereunder, at the expiration of the Initial Term, PACT shall have the right and option to extend the term of

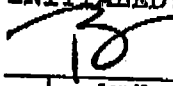
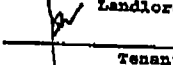


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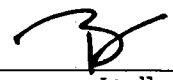
WHEREAS, incident to the hereinabove identified agreements between the parties, PACT did in fact construct the performing art facilities consistent with the original Agreement causing the Entire Parcel to be conveyed to the City, and subsequent thereto operated the Entire Parcel at all times in conformity with the original intent of the said Agreement; and


WHEREAS, on the ____ day of _____, 2001, PACT paid off all of the underlying bond indebtedness, which consistent with the terms of the original bond issue and agreements, resulted in the reverter of fee simple title on the properties described on Exhibit "B" to the City such that the City was thereupon fee simple title owner of the Entire Parcel, as described on Exhibit "A", which included the performing arts facility, the parking lot, entry roads, and other associated properties pertaining to the performing arts center; and

WHEREAS, PACT has indicated a willingness and a desire to continue to operate the Arts Facility, and to continue to solicit funds, and to maintain, repair and otherwise use and develop the said premises and improvements thereon for a performing arts center as heretofore done, conditioned upon the City entering into a long term lease agreement with PACT; and

WHEREAS, the City has had the required public hearings to have the properties described on attached Exhibit "A" declared surplus, and has determined that PACT,

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having raised the funds necessary to construct the performing arts facilities, and having operated and maintained the facilities and provided programming and otherwise complied with the original intent of the donors, as approved by the City in 1977, and complied with all other agreements existing with the City from time to time, is therefore the proper party to continue to operate the facilities under a lease agreement, upon the terms and provisions hereinafter set forth, it is

AGREED for the sum of One Hundred (\$100.00) Dollars and other valuable considerations, the receipt of which is hereby acknowledged, as follows:

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2. Demised Premises. City does hereby lease to PACT the real property and all improvements located thereon (hereinafter called the "Premises"), which are known and described as follows:

See Exhibit "A" attached hereto and made part hereof by reference.


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4. Option to Extend Term. If PACT is not in default hereunder, at the expiration of the Initial Term, PACT shall have the right and option to extend the term of

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this lease upon all the terms, provisions and conditions herein set forth (unless otherwise expressly set forth herein) for an additional period of thirty (30) years. PACT shall exercise said option by giving written notice of its exercise of such option to City at the address set forth above by registered or certified mail, postage prepaid, mailed not less than one hundred eighty (180) days prior to the expiration of the Initial Term hereof.

5. Rent. In consideration for this lease agreement, PACT agrees to undertake and perform the obligations herein. The principal consideration to City for the rights herein granted is for PACT to maintain, restore, replace and operate the Arts Facility as herein provided, and for the general enjoyment of the citizens of the City of Clearwater, Florida, and surrounding areas. In recognition of a value of those services heretofore, and to be performed by PACT, consistent with the intent of the original donation of the properties, and consistent with the construction, maintenance and operation from inception to date, the total rental payments due the City for the Initial Term hereof (or for any renewals or extensions hereof) shall be \$100, the receipt and sufficiency of which is hereby acknowledged by City, plus performance of the obligations set forth herein.

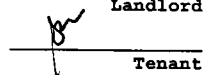
6. Use.

(a) The premises shall be used for the purposes generally established by the donor in granting the properties to the City, including but not limited to the maintenance, repair, replacement, and expansion of the existing facilities, and

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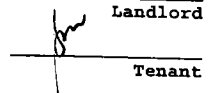
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operating the Arts Facility, together with activities customarily associated with a performing arts center, including, but not limited to the booking, promoting and holding of professional performing arts and educational events, collection of admission charges, provisions for concessions and parking services for a fee, rental of the facilities to local community groups consistent with the intent of the donors of the property and with the City and community uses heretofore made, and generally shall be used and occupied to promote development of any and all of the performing and visual arts, and to cultivate public and professional knowledge and appreciation of all such arts, to provide banquet, restaurant, concession and other food and beverage activities not inconsistent with the purposes set forth herein, and conduct retail activities reasonably related to the other uses of the premises, and to provide ancillary services for performing or visual artists or educators or for students or the theater-going public generally, necessary or desirable to promote or facilitate the foregoing uses, including without limitation the publication and dissemination of any and all media materials relating to the foregoing. PACT agrees that the premises shall continue to be operated and maintained in such a manner as to be a credit to the City, and shall be made available to all members of the public regardless of race, color, creed, national origin or religious preference

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and shall be developed, operated and maintained in a manner consistent with the public interest.

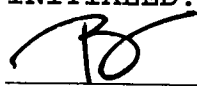
(b) PACT shall have sole administrative and artistic control over the events and activities conducted within and on the premises so long as such events and activities shall be consistent with the above stated purposes.

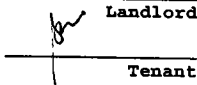
(c) The premises shall not be utilized by PACT for the purpose of working or campaigning for the nomination or election to any public office, whether partisan or non-partisan, but PACT shall not be precluded from renting all or part of the premises to persons or entities for political activities.

7. Payment of Utilities. PACT shall pay all charges for heat, gas, electricity and other public utilities used and consumed by it on the Premises during the term of this lease.

8. Maintenance, Repairs and Care by PACT. PACT will not commit any waste of the Premises. PACT shall maintain the Premises in a neat and orderly manner and will perform all maintenance and repairs required to keep and maintain the interior and exterior of the Premises in as good condition and repair as the same exist upon commencement of the term hereof, except for ordinary wear and tear. PACT further covenants and agrees to keep and maintain the exterior of the premises, including landscaping and open areas, and the drives and parking areas in good condition and

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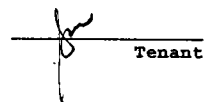
repair. PACT also covenants and agrees to make all structural repairs, whether interior or exterior, and to make all necessary replacements and repairs to the roof, electrical system and to the plumbing system, including without limitation, those portions of the plumbing system lying outside of the building or within the walls or floors of the building. All maintenance, servicing, repairs and replacements of the heating and cooling system and plumbing fixtures shall be the responsibility of PACT. PACT shall be entitled to and benefit from all warranties and guarantees of the manufacturers of said system and any replacements thereto.

9. Installations, Alterations and Removal. Alterations or permanent additions to the Premises shall be made at the sole cost and expense of PACT and shall be consistent with the uses authorized herein, consistent with the donors' general intent and shall be undertaken only upon obtaining all appropriate permits. Any such alterations and additions shall be completed free and clear of all mechanics' and other similar liens and claims. PACT shall not have the right to expose the City's ownership interest to any mechanic or construction liens, and to the extent requested by the City, will join in a Memorandum of Lease to be recorded in the public records reflecting such limitations. PACT shall also make such temporary alterations, repairs and additions to the Premises as may be required by PACT, and PACT may install such equipment, fixtures and property as it may require for its business purposes including, without limitation, antennas, satellite

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dishes for satellite communications and a radio antenna for radio communications on the roof or other part of the Premises. Title to all alterations, additions and improvements to the Premises shall rest in and remain with the City, subject to PACT's use and occupancy pursuant to this agreement.

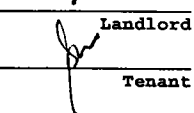
10. Signs. PACT may maintain existing signage, and may place suitable signs on the Premises for the purpose of indicating the nature of the business carried on by PACT in said Premises; provided, however, that such signs shall comply with all applicable laws, ordinances and regulations.

11. Insurance. During the term hereof, PACT shall maintain fire and extended coverage insurance on the Premises in an amount reasonably acceptable to City. PACT shall maintain contents insurance upon its personal property located in the Premises. PACT shall maintain public liability insurance insuring against claims for death or injury or property damage, in the amounts of at least \$1,000,000.00 with respect to death or injury of one person, \$2,000,000.00 with respect to one occurrence, and \$100,000.00 with respect to damage to property. Copies of such policies of insurance shall be furnished to City. City shall be named as an additional insured in such policy.

12. Indemnity. PACT agrees to indemnify and save City harmless from and against any and all loss, liability claim, cost and expense from claims for injury or damage to property arising out of any acts of PACT or its agents and employees in its use

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and occupancy of the Premises or arising out of any failure on the part of PACT to keep and perform its covenants and obligations hereunder.

13. Damage or Destruction. PACT is responsible to repair any damage or destruction to the premises. If all or any part of the Premises shall be damaged or destroyed by fire or other casualty insured, the proceeds shall be used for repair or rebuilding as a result of such damage or destruction. In the event PACT shall fail or refuse to undertake the appropriate planning and permitting process, or otherwise begin to process reconstruction subsequent to damage or repair, the insurance proceeds shall be retained and held by the City and used by the City for the Premises. The City, and any mortgagee(s) shall be named as additional insureds in any fire and extended coverage insurance on the Premises.

14. Assignment and Subletting. Except as otherwise provided herein, PACT shall not assign its interest in this lease nor sublet the Premises, in whole or in part, for any period beyond one (1) year, without first obtaining the written consent of City, which consent shall not be unreasonably withheld.

15. Quiet Enjoyment. City covenants and agrees that PACT, upon compliance with the terms and provisions of this lease, and keeping its covenants and obligations hereunder, shall be entitled to possession and occupancy of the Premises.

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16. Leasehold Mortgage.

(a) PACT shall have the right to mortgage or otherwise pledge any and all of its right, title and interest in and to its leasehold estate and any improvements thereon and the tangible or intangible personal property rights relative thereto, provided: (i) PACT shall provide a copy of the note and mortgage and name and address of any such lender to the City by hand delivery or certified mail, return receipt requested, or by overnight courier service; (ii) such leasehold mortgage is from an "Institutional Lender," its lien constitutes the first lien on the Premises subject to the usual and customary exceptions thereto typically accepted by an Institutional Lender [the term "Institutional Lender " as used in this lease shall refer to a savings bank, savings and loan association, commercial bank, insurance company, trust company, credit union or other lender of substance which has assets in excess of \$50 million dollars at the time the "Mortgage" is made]; (iii) the term of such leasehold mortgage is less than or equal to the remaining term of this lease; (iv) the leasehold mortgage shall not cloud the title after the Lease is terminated; (v) the leasehold mortgage shall not modify or nullify any terms, provisions, covenants, conditions, or obligations of the lease; (vi) the lender

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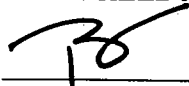



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covenants and agrees with City that lender shall not conclude any foreclosure action by affecting a judicial sale of PACT's leasehold interest in the Premises to occur until the expiration of one hundred twenty (120) days from the date on which lender gives written notice to City of PACT's default under the loan documents constituting the Mortgage, and specifying what actions are required to cure such default, during which time the City may at its option cure such default(s) and/or provide a "substitute lessee" acceptable to lender upon terms as may be required by lender, and which shall not serve to release PACT from any liabilities owed to lender, and (vii) in the event that the leasehold mortgage is foreclosed, the lender, its nominee, successors, assigns, or a purchaser at such foreclosure sale shall assume the lease upon the same terms, provisions, covenants, conditions and obligations. The City shall provide PACT with its objections to the form of the leasehold mortgage in writing within forty-five (45) days from the receipt of the leasehold mortgage by the City. Any mortgage permitted by this subparagraph 17(a) is referred to in this lease as the "Mortgage". The City shall have no obligation to subordinate its fee interest and no secondary financing shall be permitted without the prior written consent of the City, which consent shall not be unreasonably withheld. Any lender whose loan to PACT is secured by a mortgage

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permitted hereby is hereinafter referred to as a "Lender". Any lender or a mortgage which does not meet the requirements set forth above shall be void.

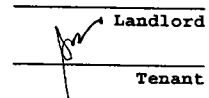
(b) Notwithstanding anything contained in this lease to the contrary, Lender shall have the right to perform any term, covenant, condition or agreement of this lease to be performed by PACT and to remedy any default by PACT, and the City shall accept such performance by Lender with the same force and effect as if furnished by PACT. The City shall give any Lender written notice simultaneously with any written notice given to PACT, asserting a default under the lease, and the Lender shall have the same rights to cure as PACT, and will have the same time periods provided for in the lease to cure such default(s) at any time and from time to time, unless the documentation approved by the City incident to any financing contains a longer curative period for the Lender, in which case that time frame shall govern the time to cure for the Lender.

17. Default. Upon the happening of any one or more of the following events:

(a) PACT's continued default in performance of any covenant of this agreement for a period of more than thirty (30) days after delivery of written notice of such default to PACT by City, and if the default is not such that can be cured within thirty (30) days, then PACT shall be obligated to have commenced the cure

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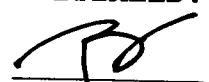
of such default and be proceeding to cure the same in good faith and with all reasonable due diligence;

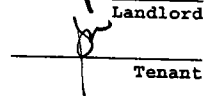
- (b) PACT's making an assignment for the benefit of creditors, or a receiver or trustee being appointed for PACT;
- (c) PACT's vacating or abandoning the Premises;
- (d) The Board of Directors for PACT declaring their intention to cease to engage in the purposes and activities hereinabove specified, and to quit and surrender the Premises.

In the event that any one or more of the above identified matters occurs, and the same not being cured following written notice of default to PACT and to any Lender, then subject to the terms and provisions of any Mortgage, and any agreements executed incident thereto, the City at its option may exercise any one or more of the following options:

- (1) declare this agreement to be terminated, ended and null and void and re-enter upon and take possession of the Premises, whereupon the term hereby granted and all right, title and interest of PACT in the Premises shall end; or
- (2) exercise any and all rights and privileges available to the City hereunder, incident to enforcing the terms and provisions herein in any legal proceeding under the laws of either the State of Florida, or the United States of America, or both.

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18. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by communication in writing, delivered by courier, or facsimile transmission, with receipt confirmed, or sent by United States mail, postage prepaid and certified, and addressed to the entities and addresses set forth above, or to such other address in either case as such party may designate in writing.


19. Compliance. PACT shall use reasonable efforts to comply with and observe, and this agreement shall be subject, to any and all relevant laws, resolutions, rules, regulations and orders of the City and of all governmental and regulatory bodies, except for any such regulations which would entail, or require or necessitate the making of any extraordinary or structural changes to the roof, columns, bearing walls, and other structural elements of the Arts Facility, and its mechanical, electrical, plumbing, heating and air-conditioning facilities and systems or entail, require or necessitate the expenditure of funds with respect to or in connection with the correction or repair of items for which PACT has not funds available from any source.

20. Ownership of Property.

(a) Ownership of the real property and improvements made thereto, and fixtures placed thereon shall remain with the City, subject to the terms of this lease.

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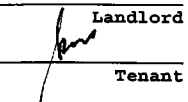
(b) Any and all intangible personal property, cash, objects or articles of art or other personal property, acquired by, or donated to PACT shall be and become the sole property of PACT. Objects of art and other personal property may be placed in the Arts Facility by PACT, or PACT may display such property it receives on loan. Such property shall remain the property of PACT, or if on loan or under another agreement, shall remain the property of the parties providing the same to PACT, and shall not become the property of the City, during the term of this lease, or upon any termination hereof.

21. Inspection. City shall have the right to enter upon the Premises, upon reasonable prior notice at mutually agreeable times, for the purpose of inspecting the same, preventing waste, or other reasonable purposes, and for the purpose of making such repairs to the Premises as the City may desire, understanding that this clause shall in no way be deemed to require the City to make any repairs to the facilities.

22. Negation of Agent/Employee Status. PACT shall perform this agreement as an independent contractor and nothing contained herein shall in any way be construed to constitute PACT as representatives, agents, subagents, or employees of the City. In no event and under no circumstances shall any provision of this agreement make City or any political subdivision of the State of Florida liable to any person or entity that contracts with or that provides goods or services to PACT in connection with PACT has agreed to

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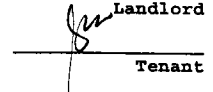
perform hereunder. PACT shall be solely responsible for and shall be the contracting party with the intended risk of loss with respect to any and all operations, directly or indirectly, related to the Arts Facility carried out on the Premises, including but not limited to all theatrical productions, stage events, food and beverage, merchandise, souvenirs, parking, video and audio production activities, all cultural and theatrical productions, or other activities performed hereunder.

23. Charitable Support. The City is aware that PACT annually raises substantial funds through charitable donations to support operations, capital campaigns which would include, without limitation, campaigns to raise funding for modernization, maintenance, repair, or expansion, and to further endow the arts. Such fund-raising is most important to the success of PACT, and incident thereto PACT offers recognition to donors at various levels. The City hereby authorizes PACT, incident to such fund-raising activities, to afford naming opportunities to donors, involving the identification of donors or contributors by placing signage or signs, plaques or other visual and permanent identification of donors or contributors to PACT, its operations, facilities, programs, endowment or other support.

24. Miscellaneous:

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Tenant


(a) Successors and Assigns. This lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

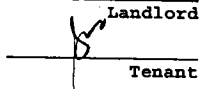
(b) Triple Net Lease. It is the intent of this agreement that it will be a triple net lease, with PACT paying any and all costs, expenses, charges, taxes, maintenance, repair, insurance, premiums or other charges or impositions necessary to maintain the facilities in a good state of repair, and in accordance with the terms and provisions of this lease agreement. In the event taxes are ever assessed against the property, such taxes shall likewise be a charge and expense of PACT hereunder.

(c) Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

(d) Entire Agreement. This agreement constitutes the entire agreement between the parties, and supersedes all negotiations or prior agreements in connection with the subject matters hereof.

INITIALED:



Landlord


Tenant

(e) Amendments. No change, modification or termination of any of the terms, provisions or conditions of this agreement shall be effective unless made in writing and signed by all parties hereto.

(g) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

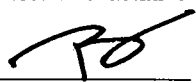
(h) Separability. If any paragraph, subparagraph, or other provision of this agreement, or the application of such paragraph, subparagraph or provision, is held invalid, then the remainder of the agreement and the application of such provision to persons or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

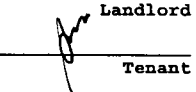
(i) Binding Effect. This agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(j) Remedies. All remedies shall be cumulative and not alternative.

(k) Memorandum of Lease. The parties hereto shall prepare and record a Memorandum of Lease in the public records for Pinellas County, Florida.


INITIALED:



Landlord



Tenant

IN WITNESS WHEREOF, the parties hereto have caused these presents to be
executed the day and year first above written.




Brian J. Aungst, Mayor-
Commissioner

CITY OF CLEARWATER

By: 

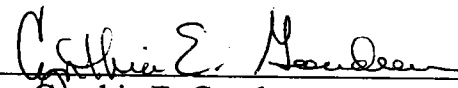
for William B. Horne, II
Interim City Manager

Approved as to form:

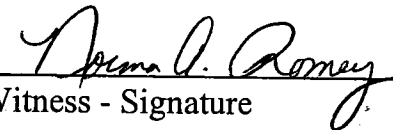


Pamela K. Akin
Assistant City Attorney

Attest:

By: 


Cynthia E. Goudeau,
City Clerk



Witness - Signature

Witness - Print Name

PACT, INC., a Florida non-profit
corporation

By: 

Name: _____
Title: _____

DESCRIPTION:

EXHIBIT

"A"

PINELLAS COUNTY FLA.
OFF. REC. BK 11377 PG 2034

RUTH ECKERD HALL

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 THRU 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 VII, 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".

SAID PARCEL CONTAINING 41 ACRES MORE OR LESS.

EXHIBIT

tabbier

"B"

PARCEL 1

That certain piece, parcel, or tract of land lying in and being part of the North half of Section 9, Township 29 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

From the center of said Section 9, N 00° 07' 43" E, and along the North-South centerline of said Section 9, a distance of 94.50 feet for a point of beginning; thence N 89° 21' 08" W, and parallel with the East-West centerline of said Section, a distance of 268.80 feet; thence N 00° 07' 43" E, and parallel with the North-South centerline of said Section, a distance of 377.60 feet; thence S 89° 21' 08" E, and parallel with the East-West centerline of said Section, a distance of 489.60 feet; thence S 00° 07' 43" W, and parallel with the North-South centerline of said Section, a distance of 377.60 feet; thence N 89° 21' 08" W, and parallel with the East-West centerline of said Section, a distance of 220.80 feet to the North-South centerline of said Section and the Point Beginning.

PARCEL 2

Together with an easement for ingress and egress, described as follows:

That certain piece, parcel, or tract of land lying in and being part of the North 1/2 of Section 9, Township 29 South, Range 16 East, Pinellas County, Florida, being set aside for use as a permanent ingress and egress easement, with access roads being constructed within the boundaries thereof as described as follows:

From the center of said Section 9, N 00° 07' 43" E, and along the North-South centerline of said Section, a distance of 54.0 feet for a P.O.B.; thence N 89° 21' 08" W, and parallel with the East-West centerline of said Section, a distance of 374.4 feet; thence N 00° 07' 43" E, and parallel with the North-South centerline of said Section, a distance of 556.57 feet; thence N 89° 18' 31" W, a distance of 911.28 feet to the West right-of-way of State Road No. 593 and/or McMullen-Booth Road, a 100 foot right-of-way, as now established; thence N 00° 07' 00" E, and along said right-of-way, a distance of 60.0 feet to the Southwest corner of Kapok Manor Condominium Village One, as recorded in Condominium Plat Book 22, pages 48 through 51 inclusive, Public Records of Pinellas County, Florida; thence S 89° 18' 31" E, a distance of 1586.49 feet; thence S 00° 07' 43" W, and parallel with the North-South centerline of said Section 9, a distance of 616.06 feet; thence N 89° 21' 08" W, and parallel with the East-West centerline of said Section, a distance of 300.8 feet to the P.O.B.

PARCEL 3

Together with an easement for parking, described as follows:

A parcel of land lying in the South 1/2 of the North 1/2 of Section 9, Township 29 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

BEGIN at the center of said Section 9; thence N 89°21'08" W, along the East-West centerline of said Section, also being the North boundary of DEL ORO ESTATES, as recorded in Plat Book 46, Page 29, of the Public Records of Pinellas County, Florida, for 695.52 feet to a point lying 640.00 feet East of the centerline of McMULLEN-BOOTH ROAD (STATE ROAD 593); thence N 0°07'00" E 640.00' from and parallel with the centerline of said road, for 610.82 feet to a point lying 60.00 feet South of the southerly boundary of KAPOK MANOR CONDOMINIUM VILLAGE ONE, as recorded in Plat Book 22, pages 48 through 51 of the Public Records of Pinellas County, Florida; thence S 89°18'31" E, 60.00 feet from and parallel with said South boundary for 321.25 feet; thence S 0°07'43" W, for 556.57 feet; thence S 89°21'08" E, for 374.40 feet, to a point on the North-South centerline of said Section 9; thence continue S 89°21'08" E, for 300.80 feet; thence N 0°07'43" E, for 616.06 feet; thence N 89°18'31" W, for 300.80 feet to the North-South centerline of said Section; thence N 0°07'43" E along said North-South centerline for 550.00 feet; thence S 89°17'05" E and parallel with the North boundary of said South half of the North half of said Section, for 290.00 feet; thence N 0°07'43" E, for 50.00 feet; thence S 89°17'05" E, for 17.02 feet; thence S 0°07'43" W along a line 307.00' easterly from and parallel to the North-South centerline of said Section, for 1269.94 feet to a point on the East-West centerline of said Section, also being the North boundary of DEL ORO GROVES, as recorded in Plat Book 12, Page 2, of the Public Records of Pinellas County, Florida; thence N 89°21'08" W along said centerline for 307.02 feet to the POINT OF BEGINNING, and contains 9.33 acres, more or less.

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

20169278 05-18-2001 11:16:18 YMW
51 LEA-CITY OF CLEARWATER, PACT INC
016433
IH:01167905 BK:11377 SPG:2014 EPG:2036
RECORDING 023 PAGES 1 \$105.00

TOTAL: \$105.00
P CHECK AMT. TENDERED: \$105.00
CHANGE: \$.00
BY _____ DEPUTY CLERK