

APPENDIX 2

Lease and Management Agreements

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

LEASE AGREEMENT
SHELL KEY

Lease No. 4228

THIS LEASE AGREEMENT, made and entered into this 8th day
of December 2000, by and between the BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
hereinafter referred to as "LESSOR," and PINELLAS COUNTY, FLORIDA
hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and
agreements hereinafter contained, does hereby lease to said
LESSEE, the lands described in paragraph 2 below, together with
the improvements thereon, and subject to the following terms and
conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and
obligations herein shall be exercised by the Division of State
Lands, Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease,
is situated in the County of Pinellas, State of Florida and is
more particularly described in Exhibit "A" attached hereto and
hereinafter called the "leased premises".
3. TERM: The term of this lease shall be for a period of fifty
(50) years commencing on December 8, 2000 and ending on
December 8, 2050 unless sooner terminated pursuant to the
provisions of this lease.
4. PURPOSE: LESSEE shall manage the leased premises only for
the conservation and protection of natural and historical
resources and for resource based public outdoor activities and
education which are compatible with the conservation and
protection of these public lands, as set forth in subsection
259.032(11), Florida Statutes, along with other related uses
necessary for the accomplishment of this purpose as designated in
the Management Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.
6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, will use every reasonable effort to prevent the unauthorized use of the leased premises or any use thereof not in conformity with this lease.
7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.
8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises in accordance with subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit

applications, design or building contracts until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited without the prior written approval of LESSOR, which approval shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right to reasonably inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed in accordance with plans that are in accordance with the approved Management Plan or shall require the prior written approval of LESSOR as to purpose, location and design which approval shall not be unreasonably withheld. Further, no trees, other than non-native species, shall be removed or major land alterations done without

the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE before or upon termination of this lease.

13. INSURANCE REQUIREMENTS: LESSEE shall provide written evidence that Pinellas County is self-insured pursuant to Section 768.28(15) Florida Statutes prior to the effective date of this lease to the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements.

14. LIABILITY: 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 768.29, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all taxes, assessments, liens or other similar liabilities that accrue to the leased premises or to the improvements thereon arising after this lease commences including any and all ad valorem taxes and drainage and special assessments or personal property taxes of every kind and all construction or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises subsequent to the effective date of this lease. In no event

shall the LESSEE be held liable for such liabilities which arose prior to the effective date of this lease.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: 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 leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having the utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to audit such records at any reasonable time during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or

received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the conditions of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE heraby designate their address as follows:

LESSOR: Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000

LESSEE: Pinellas County
Real Estate Management Division
General Services Department
201 Rogers Street
Clearwater, Florida 33756

Pinellas County
Department of Environmental Management
315 Court Street
Clearwater, Florida 33756

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE

breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and shall enjoy such other rights available under Florida laws to recover any damages.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants, or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required

closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE'S obligations as set forth in paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein but neither shall this paragraph be construed as a waiver of sovereign immunity. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies. This paragraph shall not be deemed to apply to any conditions existing prior to the effective date of this lease.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the Department of

Environmental Protection, Division of State Land's standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all permanent/capital improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, Department of Environmental Protection, shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or

approved by LESSOR, LESSEE or other land managing agencies for the protection and enhancement of the leased premises.

30. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

31. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

33. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2 Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the

archaeological and historic sites and properties on the leased premises.

34. SOVEREIGNTY SUBMERGED LANDS: This lease authorizes the use of any lands located landward and waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

35. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

36. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and the improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter to the extent practicable, meeting all building and safety codes for the location situated, maintaining the planned improvements as set forth in the approved Management Plan and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease, reasonable wear and tear excepted; provided, however, that any removal, closure, etc, of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection, enhancement, or safety of the natural and historical resources within the leased premises and with the approved Management Plan.

37. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

38. SIGNS: LESSEE shall ensure that the area is identified as being publicly owned and operated as a public facility in all signs, literature and advertising. If federal grants or funds are used by LESSEE for any project on the leased premises LESSEE

shall erect signs identifying the leased premises as a federally assisted project.

39. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

40. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

41. SPECIAL CONDITIONS: The following special conditions shall apply to this lease:

- 1) The primary purpose of this lease shall be to ensure management compatible with the protection and conservation of wintering and nesting shorebirds and set forth in subsection 259.032(11) Florida Statutes.
- 2) The management plan required by this lease agreement shall delineate core areas for the protection of shorebirds within the greater Shell Key area. The Florida Game and Fresh Water Fish Commission (Commission) staff has agreed to assist in mapping these core areas.
- 3) Critical bird habitat within the core area shall at minimum be posted to prohibit trespass and minimize human disturbance to wintering, nesting, and migrating

shorebirds. Because the exact location of critical bird habitat on the island shifts somewhat from year to year, the posted boundaries should remain flexible and, reflective of bird use and changes in island geography and topography. Commission staff will be available to meet with Pinellas County in November and January of each year to plan and coordinate posting for wintering and nesting shorebirds respectively.

- 4) Pinellas County leash laws shall be enforced on Shell Key.
- 5) Beach raking and mechanical cleaning activities shall be prohibited on Shell Key during shorebird nesting season (March 1st - August 1st) and marine turtle nesting season (May 1st - October 31st).

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

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

By: Gloria C. Nelson (SEAL)
GLORIA C. NELSON, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

Judy Woodard
Witness

Judy Woodard
Print/Type Witness Name

[Signature]
Witness

Leissa Vickers
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

8th The foregoing instrument was acknowledged before me this day of December 2004, by Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, 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, who is personally known to me or who has produced _____ as identification.

Florence L. Davis
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Florence L. Davis
MY COMMISSION # CC974560 EXPIRES
October 11, 2004
JOHN DEER BROS. TRUST FUND INSURANCE, INC.

Approved as to
Form and Legality

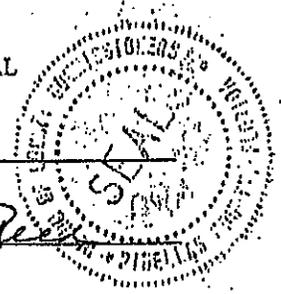
By: [Signature]
DEP Attorney

[Signature]
Witness
Hien Tran
Print/Type Name
D. Elaine Cox
Witness
D. Elaine Cox
Print/Type Name

PINELLAS COUNTY, FLORIDA, through
its BOARD OF COUNTY COMMISSIONERS

By: [Signature]
ROBERT B. STEWART
Print/Type Name
Title: Chairman

OFFICIAL SEAL



ATTEST: _____
Karleen F. De Blaker
Clerk of the Circuit Court
By: [Signature]
Deputy Clerk

"LESSEE"

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30 day of November 2000,
by Robert B. Stewart and Karleen F. De Blaker, as Chairman
and Deputy Clerk, respectively, on behalf of the Board of County
Commissioners of Pinellas County, Florida, who is/are personally known to me or who have
produced _____ as identification.

[Signature]
Notary Public, State of Florida

Huyen Kim Hahn
Type Notary Name

Commission Number:
Commission Expires:



APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
By [Signature]
Attorney

Page 15 of 20
Lease No. 4228
Revised 08/09/99

EXHIBIT "A"
LEGAL DESCRIPTION

SHELL KEY MANAGEMENT AREA
STATE OF FLORIDA TRACT
DESCRIPTION

An irregular shaped parcel, being comprised of both upland and submerged lands, lying within the Gulf of Mexico, the same being north of "Bunaca Pass", lying south of "North Channel", and being west of the Pinellas Bayway (State Road 879), Pinellas County, Florida, being described as follows:

Commencing at the East 1/4 Corner of Fractional Section 30, Township 32 South, Range 18 East, run S 89°15'37" along the South East of Government Lot 1, said Fractional Section 30, 816.48 ft. to on the Mean High Water Line of the Gulf of Mexico, the same being a point on the West Line of NEACA VERDC UNIT TWO Subdivision, according to Plat thereof, as recorded in Public Records, Pages 85-89, public records of Pinellas County, for a POINT OF BEGINNING;

(001) thence S 89°15'37" along the North East of that certain tract, as conveyed to Pinellas County, a political subdivision of the State of Florida, as recorded in O.R. 4928, Pages 29-37, REGULAR TRACT 2, public records of Pinellas County, 1634.55 ft.

(002) thence N 80°38'21" along a Northeast line of said TRACT 2, 1300.00 ft.

(003) thence S 37°21'31" along a Northwest line of said TRACT 2, 2417.83 ft. to the most Northerly point of that certain tract, as conveyed to said Pinellas County, as recorded in said O.R. 4928, Pages 29-37, PARCEL "A", the same being a Point of Curvature;

(004) thence southeasterly and northerly, 311.54 ft. along the arc of a curve, the same being the West Line of said PARCEL "B", concave to the southeast, having a radius of 365.22 ft. through a central angle of 48°27'04", a chord bearing S 1°57'28" W, 302.17 ft. to a Point of Tangency;

(005) thence S 09°28'54" along said West Line, 314.88 ft. to a Point of Intersection with the Northeast line of land, as described in O.R. 4139, Page 487, public records of Pinellas County;

(006) thence S 30°36'21" along said Northeast line, 137.84 ft. to the most Easterly corner thereof;

(007) thence S 39°23'31" along the Southeast line thereof, 87.12 ft. to the most Southerly corner thereof;

(008) thence N 50°31'21" along the Southwest line thereof, 30.08 ft. to a Point of Intersection with said West Line of PARCEL "B";

(009) thence S 89°28'54" along said West Line of PARCEL "B", 3778.20 ft. to a Point of Curvature;

(010) thence southeasterly, 1432.73 ft. along the arc of a curve, the same being said West Line of PARCEL "B", concave to the northeast, having a radius of 1123.53 ft. through a central angle of 88°49'03", a chord bearing S 45°13'43" E, 1345.70 ft. to a Point of Compound Curvature;

(011) thence southeasterly, easterly and southeasterly, 118.43 ft. along the arc of a curve, concave to the West Line of PARCEL "B", concave to the northeast, having a radius of 100.00 ft. through a central angle of 88°35'42", a chord bearing N 8°44'47" E, 112.46 ft. to a Point of Tangency;

(012) thence N 30°31'20" E, 777.44 ft. to a Point of Curvature;

(013) thence northeasterly and easterly, 454.46 ft. along the arc of a curve, concave to the southeast, having a radius of 470.00 ft. through a central angle of 82°00'00", a chord bearing N 61°01'29" E, 432.63 ft. to a Point of Tangency;

(014) thence S 87°28'54" E, 347.77 ft. to a Point of Curvature;

(015) thence N 80°31'20" E, 638.12 ft. to a Point of Curvature;

(016) thence easterly, northeasterly and northerly, 157.04 ft. along the arc of a curve, concave to the northeast, having a radius of 100.00 ft. through a central angle of 90°00'00", a chord bearing N 30°31'20" E, 141.42 ft. to a Point of Tangency;

(017) thence N 07°20'34" W, 825.93 ft. to a Point of Intersection with a Northwest line of said PARCEL "A";

(018) thence S 87°28'54" E, 4380.83 ft. (019) thence N 80°31'20" E, 300.00 ft.

(020) thence S 87°28'54" E, 4189.17 ft. (021) thence N 80°31'20" E, 307.48 ft.

(022) thence N 07°20'34" W, 4031.84 ft. (023) thence N 80°31'20" E, 309.00 ft.

(024) thence S 87°28'54" E, 3931.84 ft. (025) thence N 80°31'20" E, 307.48 ft.

(026) thence S 87°28'54" E, 3684.13 ft. (027) thence N 80°31'20" E, 307.48 ft.

(028) thence S 87°28'54" E, 3558.82 ft. (029) thence N 80°31'20" E, 309.00 ft.

(030) thence S 87°28'54" E, 3456.81 ft. (031) thence N 80°31'20" E, 300.00 ft.

(032) thence S 87°28'54" E, 3319.10 ft. (033) thence N 80°31'20" E, 307.48 ft.

(034) thence S 87°28'54" E, 3180.89 ft. (035) thence N 80°31'20" E, 307.48 ft.

(036) thence S 87°28'54" E, 3041.38 ft. (037) thence N 80°31'20" E, 300.00 ft.

(038) thence S 87°28'54" E, 2901.37 ft. (039) thence N 80°31'20" E, 197.45 ft.

(040) thence S 87°28'54" E, 2761.37 ft. (041) thence N 80°31'20" E, 275.00 ft.

(042) thence S 87°28'54" E, 2621.37 ft. (043) thence N 80°31'20" E, 223.61 ft.

(044) thence S 87°28'54" E, 2481.37 ft. (045) thence N 80°31'20" E, 223.61 ft.

(046) thence S 87°28'54" E, 2341.37 ft. (047) thence N 80°31'20" E, 223.61 ft.

(048) thence S 87°28'54" E, 2201.37 ft. (049) thence N 80°31'20" E, 223.61 ft.

(050) thence S 87°28'54" E, 2061.37 ft. (051) thence N 80°31'20" E, 223.61 ft.

(052) thence S 35°13'47" E, 84.74 ft.

(053) thence S 09°28'54" E, 23.89 ft.

(054) thence S 31°37'50" E, 45.30 ft.

(055) thence S 53°20'13" E, 31.68 ft.

(056) thence S 48°44'21" E, 81.41 ft.

(057) thence S 38°19'08" E, 82.18 ft.

(058) thence S 48°44'21" E, 83.73 ft.

(059) thence S 37°09'33" E, 104.70 ft.

(060) thence S 52°27'39" E, 82.21 ft.

(061) thence S 87°28'54" E, 81.83 ft.

(062) thence S 53°50'34" E, 71.11 ft.

(063) thence S 47°20'27" E, 85.28 ft.

(064) thence S 37°01'19" E, 85.60 ft.

(065) thence S 48°44'21" E, 84.51 ft.

(066) thence S 45°20'27" E, 85.28 ft.

(067) thence S 37°01'19" E, 85.60 ft.

(068) thence S 48°44'21" E, 84.51 ft.

(069) thence S 45°20'27" E, 85.28 ft.

(070) thence S 37°01'19" E, 85.60 ft.

(071) thence S 48°44'21" E, 84.51 ft.

(072) thence S 45°20'27" E, 85.28 ft.

(073) thence S 37°01'19" E, 85.60 ft.

(074) thence S 48°44'21" E, 84.51 ft.

(075) thence S 45°20'27" E, 85.28 ft.

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At the Pinellas Bay, said point hereinafter being referred to as REFERENCE POINT 'C', the same being S 33°24'48"E, 2587.02 ft. from said REFERENCE POINT 'B'.

(095)thence S 75°23'22"W along said West line, 333.18 ft. to a point being hereinafter referred to as a REFERENCE POINT 'D';

(096)thence continuing along said West line S 1°33'36"E, 785.50 ft.;

(097)thence S 67°47'43"W departing said West line, 874.62 ft.;

(098)thence S 49°47'13"W, 713.21 ft. (099)thence S 71°23'18"W, 664.08 ft.;

(100)thence S 78°44'18"W, 818.53 ft. (101)thence S 83°05'08"W, 765.00 ft.;

(102)thence S 88°31'33"W, 928.23 ft. (103)thence S 83°39'32"W, 901.68 ft.;

(104)thence N 43°55'21"W, 874.88 ft. (105)thence N 81°18'18"W, 833.42 ft.;

(106)thence N 60°50'44"W, 408.07 ft. (107)thence N 88°35'29"W, 609.73 ft.;

(108)thence N 41°44'22"W, 883.31 ft. (109)thence N 72°33'24"W, 417.57 ft.;

(110)thence N 41°35'46"W, 845.35 ft.;

(111)thence N 73°23'15"W, 360.87 ft. to a Point on Curve, a radial to said point being S 85°03'49"W;

(112)thence northwesterly, 7454.35 ft. along the arc of a curve, concave to the east, having a radius of 26800 ft., through a central angle of 16°28'14", a chord bearing N 04°18'17"E, 7620.00 ft. to a Point of Tangency;

(113)thence N 72°38'31"E, 3110.38 ft. (114)thence N 78°42'46"E, 935.28 ft.;

(115)thence N 63°38'31"E, 778.61 ft. (116)thence N 62°37'35"E, 1333.57 ft.;

(117)thence S 50°00'56"E, 345.85 ft. (118)thence S 88°49'59"E, 886.10 ft.;

(119)thence S 03°00'00"E, 267.99 ft. to the Northeast corner of that certain tract, as described in O.R. 8075, Pgs. 1116-1118, public records of Pinellas County;

(120)thence N 30°00'00"W along the North line thereof, 115.04 ft.;

(121)thence N 70°00'00"W along the Northwest line thereof, 310.32 ft. to the most northerly corner thereof;

(122)thence S 20°00'00"W along the Northwest line thereof, 770.00 ft. to the most westerly corner thereof;

(123)thence S 70°00'09"E along the Southwest line thereof, 409.04 ft. to a Point of Intersection with a Southwest line of lands, as described in O.R. 8075, Pages 1113-1115, public records of Pinellas County;

(124)thence S 44°58'12"E along said Southwest line of lands, as described in O.R. 8075, Pages 1113-1115, 249.33 ft.;

(125)thence S 76°37'07"E along said Southwest line of lands, as described in O.R. 8075, Pages 1113-1115, 190.75 ft. to a Point of Intersection with said Southwest line of lands, as described in O.R. 8075, Pgs. 1116-1118;

(126)thence S 89°39'43"E along said Southwest line, 7.70 ft. to the most southerly corner of said lands, as described in O.R. 8075, Pgs. 1116-1118;

(127)thence N 72°05'05"E along the Southeast line thereof and along the Southeast line of said lands, as described in O.R. 8075, Pages 1113-1115, 365.83 ft. to the Southeast corner of that certain tract No. 3, as shown on BULKHEAD PLAY BOOK 1, Page 14, public records of Pinellas County;

Thence along the bulkhead line, according to said BULKHEAD PLAY BOOK 1, Page 14, the following courses to (128) through (140):

(128)thence West, 34.47 ft. to a Point on Curve, a radial to said point being S 45°44'49"E;

(129)thence northeastwardly, northwesterly and northwestwardly, 102.29 ft. along the arc of a curve, concave to the west, having a radius of 80.00 ft., through a central angle of 73°19'51", a chord bearing N 07°27'24"E, 93.48 ft. to a Point of Tangency;

(130)thence N 28°06'38"W, 236.08 ft. to a Point of Curvature;

(131)thence northwesterly, northwesterly and northeastwardly, 20.57 ft. along the arc of a curve, concave to the east, having a radius of 25.00 ft., through a central angle of 47°08'10", a chord bearing N 03°32'37"W, 19.89 ft. to a Point of Tangency;

(132)thence N 12°01'24"E, 44.39 ft. to a Point of Curvature;

(133)thence northeastwardly and northwesterly, 32.82 ft. along the arc of a curve, concave to the southeast, having a radius of 25.00 ft., through a central angle of 75°12'30", a chord bearing N 55°37'50"E, 30.51 ft. to a Point of Tangency;

(134)thence S 88°43'57"E, 130.72 ft. to a Point of Curvature;

(135)thence eastwardly and southeastwardly, 22.14 ft. along the arc of a curve, concave to the southwest, having a radius of 25.00 ft., through a central angle of 50°43'59", a chord bearing S 61°23'45"E, 21.42 ft. to a Point of Tangency;

(136)thence S 36°01'42"E, 77.07 ft. to a Point of Curvature;

(137)thence southwestwardly, 13.02 ft. along the arc of a curve, concave to the southwest, having a radius of 25.00 ft., through a central angle of 28°48'53", a chord bearing S 21°08'18"E, 12.67 ft. to a Point of Tangency;

(138)thence S 06°11'44"E, 80.53 ft. to a Point of Curvature;

(139)thence southwardly, 8.84 ft. along the arc of a curve, concave to the west, having a radius of 25.00 ft., through a central angle of 15°40'51", a chord bearing S 01°38'25"W, 8.82 ft. to a Point of Tangency;

(140)thence S 08°28'40"W, 215.70 ft. to that certain POINT 'A', TIERRA VERDE UNIT TWO Subdivision, according to plat thereof, as recorded in Plat Book 82, Page 83-89, public records of Pinellas County;

Thence along the Mean High Water line of the Gulf of Mexico, the same being the West line of said TIERRA VERDE UNIT TWO Subdivision, the following courses to (141) through (156):

(141)thence S 29°10'41"W, 154.26 ft. (142)thence S 27°26'27"W, 97.26 ft.;

(143)thence S 25°18'14"W, 85.80 ft. (144)thence S 27°50'40"W, 161.72 ft.;

(145)thence S 24°10'40"W, 85.26 ft. (146)thence S 25°47'08"W, 186.92 ft.;

(147)thence S 29°14'00"W, 189.80 ft. (148)thence S 08°01'02"W, 101.50 ft.;

(149)thence S 08°38'29"E, 77.30 ft. (150)thence S 29°03'47"W, 71.13 ft.;

(151)thence S 13°00'14"E, 88.50 ft. (152)thence S 24°38'03"W, 183.42 ft.;

(153)thence S 01°02'06"E, 103.48 ft. (154)thence S 12°41'28"E, 147.84 ft.;

(155)thence S 18°15'25"W, 24.32 ft.;

(156)thence S 03°35'43"W, 123.85 ft. to the POINT OF BEGINNING.

LESS AND EXCEPT that portion thereof, being within SAWYER KEY, said SAWYER KEY being also known as Government Lot 1, Fractional Section 31, Township 32 South, Range 16 East, Pinellas County, together with Government Lot 2, Fractional Section 32, Township 32 South, Range 16 East, Pinellas County.

LESS AND EXCEPT PARCEL ONE:

Commencing at previously established REFERENCE POINT 'A', run N 83°57'25"E along a Northwest line of that certain tract, as conveyed to Pinellas County, a political subdivision of the State of Florida, as recorded in O.R. 4929, Pages 29-37, PARCEL 'B', a distance of 223.61 ft. to POINT OF BEGINNING, PARCEL ONE;

(157)thence continue along said Northwest line N 83°57'25"E, 307.46 ft. to a point hereinafter referred to as REFERENCE POINT 'D';

(158)thence S 09°28'34"E, 883.45 ft. to a Point of Curvature;

(159)thence southwestwardly, westerly and southwestwardly, 157.06 ft. along the arc of a curve, concave to the northwest, having a radius of 100.00 ft., through a central angle of 80°00'00", a chord bearing S 35°31'26"W, 141.42 ft. to a Point of Tangency;

(160)thence S 80°31'26"W, 100.00 ft. to a Point of Curvature;

(161)thence southwestwardly, westerly and northwestwardly, 157.06 ft. along the arc of a curve, concave to the northwest, having a radius of 100.00 ft., through a central angle of 80°00'00", a chord bearing N 54°28'34"W, 141.42 ft. to a Point of Tangency;

(162)thence N 09°28'34"W, 725.93 ft. to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT PARCEL TWO:

Commencing at previously established REFERENCE POINT "D", run N 53°57'25"E along a Northwest line of that certain tract, as conveyed to Pinellas County, a political subdivision of the State of Florida, as recorded in O.R. 4928, Pages 29-37, PARCEL "D", a distance of 187.71 ft. to POINT OF BEGINNING, PARCEL TWO.

(163)thence continue along said Northwest line N 53°57'25"E, 307.48 ft. to a point hereinafter referred to as REFERENCE POINT "E";

(164)thence E 09°28'34"E, 1088.48 ft. to a Point of Curvature;

(165)thence southeastwardly, westwardly and southwestwardly, 137.08 ft. along the arc of a curve, concave to the northwest, having a radius of 100.00 ft., through a central angle of 80°00'00", a chord bearing S 35°31'26"W, 141.42 ft. to a Point of Tangency;

(166)thence S 80°31'26"W, 100.00 ft. to a Point of Curvature;

(167)thence southwestwardly, westwardly and northwestwardly, 137.08 ft. along the arc of a curve, concave to the northeast, having a radius of 100.00 ft., through a central angle of 80°00'00", a chord bearing N 54°28'34"W, 141.42 ft. to a Point of Tangency;

(168)thence N 09°28'34"W, 938.43 ft. to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT PARCEL THREE:

Commencing at previously established REFERENCE POINT "E", run N 53°57'25"E along a Northwest line of that certain tract, as conveyed to Pinellas County, a political subdivision of the State of Florida, as recorded in O.R. 4928, Pages 29-37, PARCEL "B", a distance of 187.71 ft. to POINT OF BEGINNING, PARCEL THREE.

(169)thence continue along said Northwest line N 53°57'25"E, 335.42 ft. to a point hereinafter referred to as REFERENCE POINT "F";

(170)thence S 09°28'34"E, 1313.48 ft. to a Point of Curvature;

(171)thence southeastwardly, westwardly and southwestwardly, 137.08 ft. along the arc of a curve, concave to the northwest, having a radius of 100.00 ft., through a central angle of 80°00'00", a chord bearing S 35°31'26"W, 141.42 ft. to a Point of Tangency;

(172)thence S 80°31'26"W, 100.00 ft. to a Point of Curvature;

(173)thence southwestwardly, westwardly and northwestwardly, 137.08 ft. along the arc of a curve, concave to the northeast, having a radius of 100.00 ft., through a central angle of 80°00'00", a chord bearing N 54°28'34"W, 141.42 ft. to a Point of Tangency;

(174)thence N 09°28'34"W, 1163.47 ft. to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT PARCEL FOUR:

Commencing at previously established REFERENCE POINT "F", run N 53°57'25"E along a Northwest line of that certain tract, as conveyed to Pinellas County, a political subdivision of the State of Florida, as recorded in O.R. 4928, Pages 29-37, PARCEL "B", a distance of 187.71 ft. to POINT OF BEGINNING, PARCEL FOUR.

(175)thence continue along said Northwest line N 53°57'25"E, for a distance of 781.48 ft. to a Point of Curvature;

(176)thence southwestwardly and southwardly, 332.13 ft. along the arc of a curve, concave southeast, having a radius of 300.00 ft., through a central angle of 63°25'59", a chord bearing S 22°14'26"E, 315.45 ft. to a Point of Tangency;

(177)thence S 09°28'34"E, 1000.75 ft. to a Point of Curvature;

(178)thence N 09°28'34"E, 228.06 ft. to a Point of Curvature;

(179)thence eastwardly and southeastwardly, 115.84 ft. along the arc of a curve, concave to the south, having a radius of 100.00 ft., through a central angle of 86°22'27", a chord bearing S 65°17'21"E, 108.47 ft. to a Point of Compound Curvature;

(180)thence southeastwardly, 113.87 ft. along the arc of a curve, concave to the southwest, having a radius of 1945.78 ft., through a central angle of 03°20'44", a chord bearing S 31°23'45"E, 113.86 ft. to a Point of Compound Curvature;

(181)thence southeastwardly, southwardly, and southwestwardly, 192.45 ft. along the arc of a curve, concave to the northwest, having a radius of 100.00 ft., through a central angle of 110°16'49", a chord bearing S 23°23'01"W, 184.11 ft. to a Point of Tangency;

(182)thence S 80°31'26"W, 200.87 ft. to a Point of Curvature;

(183)thence S 09°28'34"E, 150.00 ft. to a Point of Curvature;

(184)thence N 80°31'26"E, 360.42 ft. to a Point of Curvature;

(185)thence eastwardly, and southeastwardly, 141.30 ft. along the arc of a curve, concave to the southwest, having a radius of 100.00 ft., through a central angle of 80°57'42", a chord bearing S 68°20'43"E, 128.84 ft. to a Point of Compound Curvature;

(186)thence southeastwardly, 106.33 ft. along the arc of a curve, concave to the southwest, having a radius of 16.78 ft., through a central angle of 03°07'46", a chord bearing S 16°56'59"E, 106.32 ft. to a Point of Compound Curvature;

(187)thence southeastwardly, southwardly and southwestwardly, 167.39 ft. along the arc of a curve, concave to the northwest, having a radius of 100.00 ft., through a central angle of 85°54'32", a chord bearing S 32°34'10"W, 148.52 ft. to a Point of Tangency;

(188)thence S 80°31'26"W, 1238.78 ft. to a Point of Curvature;

(189)thence southwestwardly, westwardly and northwestwardly, 137.08 ft. along the arc of a curve, concave to the northeast, having a radius of 100.00 ft., through a central angle of 80°00'00", a chord bearing N 54°28'34"W, 141.42 ft. to a Point of Tangency;

(190)thence N 09°28'34"W, 1128.00 ft. to a Point of Curvature;

(191)thence northwardly and northeastwardly, 110.71 ft. along the arc of a curve, concave to the southeast, having a radius of 100.00 ft., through a central angle of 63°25'59", a chord bearing N 22°14'26"E, 103.14 ft. to a Point of Tangency;

(192)thence N 53°57'25"E, 111.61 ft. to a Point of Curvature;

(193)thence northeastwardly, eastwardly and southeastwardly, 203.45 ft. along the arc of a curve, concave to the southwest, having a radius of 100.00 ft., through a central angle of 116°34'01", a chord bearing S 67°43'34"E, 170.13 ft. to a Point of Tangency;

(194)thence S 09°28'34"E, 878.08 ft. to a Point of Curvature;

(195)thence N 80°31'26"E, 150.00 ft. to a Point of Curvature;

(196)thence N 09°28'34"W, 1438.81 ft. to the POINT OF BEGINNING, PARCEL FOUR.

ALSO LESS AND EXCEPT PARCEL FIVE:

Commencing at previously established REFERENCE POINT "G", run S 85°42'10"W, 460.83 ft. to POINT OF BEGINNING, PARCEL FIVE.

(197)thence S 14°39'55"E along an East line of that certain tract, as conveyed to Pinellas County, a political subdivision of the State of Florida, as recorded in O.R. 4928, Pages 29-37, PARCEL "B", public records of Pinellas County, a distance of 822.53 ft. to a Point of Curvature;

(198)thence southeastwardly, southwardly and southwestwardly, 166.14 ft. along the arc of a curve, the same being said East line, concave to the northwest, having a radius of 100.00 ft., through a central angle of 85°11'21", a chord bearing S 32°55'46"W, 147.68 ft. to a Point of Tangency;

(199)thence S 80°31'26"W along a South line of said PARCEL "B", 3761.69 ft. to a Point of Curvature;

(200)thence westwardly, continuing along said South line, 301.24 ft. along the arc of a curve, concave to the north, having a radius of 135.63 ft., through a central angle of 15°00'00", a chord bearing S 80°11'26"W, 300.35 ft. to a Point of Tangency;

(201)thence continuing along said South line N 84°28'34"W, 632.87 ft. to a Point of Curvature;

(202)thence departing said South line, northwestwardly, northwardly and northeastwardly, 300.71 ft. along the arc of a curve, concave to the east, having a radius of 100.00 ft., through a central angle of 113°00'00", a chord bearing N 25°58'34"W, 188.88 ft. to a Point of Tangency.

- (203) thence N 30°31'28"E, 593.00 ft. to a Point of Curvature;
 (204) thence northeasterly and easterly, 238.00 ft. along the arc of a curve, concave to the southeast, having a radius of 220.00 ft., through a central angle of 82°00'00", a chord bearing N 61°31'28"E, 226.82 ft. to a Point of Tangency;
 (205) thence S 87°28'34"E, 370.80 ft. to a Point of Curvature;
 (206) thence N 80°31'28"E, 3729.41 ft. to a Point of Curvature;
 (207) thence easterly and southeasterly, 148.02 ft. along the arc of a curve, concave to the southwest, having a radius of 100.00 ft., through a central angle of 84°48'38", a chord bearing S 87°04'15"E, 134.87 ft. to the POINT OF BEGINNING, PARCEL FIVE.

ALSO LESS AND EXCEPT:

That certain tract, as conveyed in T.L.R. DEED NO. 18964, the same being conveyed to Pinellas County, a political subdivision of the State of Florida, as recorded in O.R. 4928, Pages 29-37, public records of Pinellas County, and being described as follows:

The unsurveyed and most southerly island in the group of islands known as the Reefs, north of and across Bunces Pass from the most northwesterly point of Mullet Key and the Southwest of Summer Resort Key, lying and being in whole made by a survey, Township 32 South, Range 15 and 16 East, containing approximately 3.85 acres.
 Further described as:
 Latitude 27°38'08" North,
 Longitude 82°44'34" West,
 Approximate dimensions:
 Length 850 feet northwest and southeast
 Width Average 172 feet northeast and southwest.

ALSO LESS AND EXCEPT:

That certain tract, as conveyed in T.L.R. DEED NO. 21075, the same being conveyed as recorded in O.R. 4310, Pages 487-488, public records of Pinellas County, and being described as follows:

From the Southeast corner of Section 30, Township 32 South, Range 16 East, run S 88°27'24"W, 2360 feet thence N 00°03'28"W, 2440 feet to a intersection with the High Water Line of the Gulf of Mexico with Eastern Shore line of the northernmost key of "The Reefs", known as Panama Key, as shown on U.S. Coast and Geodetic Survey Chart No. 585, dated January 1944, said Key lying south of and adjacent to the "South Channel", and opposite and south of "Shall Key"; thence N 80°33'W, 150 feet; thence S 38°27'W, 2800 feet to a Point of Beginning; thence S 50°33'E, 500 feet; thence S 38°27'W, 87.12 feet; thence N 80°33'W, 500 feet; thence N 38°27'E, 87.12 feet to the Point of Beginning, lying and being in Sections 30 and 31, Township 32 South, Range 16 East, Pinellas County, Florida.

ALSO LESS AND EXCEPT:

That certain tract, as recorded in O.R. 3082, Pages 387-388, public records of Pinellas County, being described as follows:

A tract of land in Section 30, Township 32 South, Range 16 East, Pinellas County, Florida, more particularly described as follows:

From the East 1/4 Corner of said Section 30, said quarter section corner being the southeast corner of Government Lot 1 of said Section 30, run West 528.16 ft.; thence N 75°18'19"W, 1406.82 ft. to a Point of Beginning; thence N 86°39'00"W, 486.18 ft.; thence N 25°57'51"E, 789.47 ft.; thence S 40°13'30"E, 363.51 ft.; thence S 17°42'00"W, 526.05 ft. to the Point of Beginning.

ALSO LESS AND EXCEPT:

That certain tract, as recorded in O.R. 7947, Pages 777-778, public records of Pinellas County, Florida, being described as follows:

A tract of upland and submerged land in Boca Ciega Bay in Section 30, Township 32 South, Range 16 East, Pinellas County, Florida, more particularly described as follows:

From the East 1/4 Corner of said Section 30, said quarter section corner being the southeast corner of Government Lot 1 of said Section 30, run West along the South line of said Government Lot 1, a distance of 819.43 ft. more or less, to the mean high water mark of Boca Ciega Bay; thence N 87°24'07"W, a distance of 802.88 ft. to the P.O.B. of the parcel hereinafter described; from said P.O.B., run N 44°30'34"W, a distance of 811.09 ft.; thence N 17°43'00"E, a distance of 80.33 ft.; thence N 40°13'30"W, a distance of 363.51 ft.; thence N 35°07'30"E, a distance of 430.80 ft.; thence S 44°30'34"E, a distance of 1285.04 ft.; thence S 33°07'50"W, a distance of 530.00 ft. to the P.O.B.

ALSO LESS AND EXCEPT:

That certain tract, as recorded in Deed Book 1117, Pages 588-590, public records of Pinellas County, Florida, being described as follows:

From the Northwest Corner of Section 6, Township 32 South, Range 16 East, Pinellas County, Florida, run S 35°15'37"E, 21,080 ft.; thence S 70°20'W, 350 ft.; thence S 01°50'E, 480 ft.; thence S 88°10'W, 400 ft.; thence S 56°35'W, 850 ft.; S 39°40'W, 600 ft. to a Point of Beginning; thence from said Point of Beginning run S 24°14'E, 1210 ft.; thence S 84°50'W, 500 ft.; thence N 28°22'W, 1540 ft.; thence N 86°01'48"E, 841.20 ft. to the Point of Beginning, and lying in Section 30, Township 32 South, Range 16 East.

ALSO LESS AND EXCEPT:

All State of Florida owned submerged lands, submerged lands being defined as any land waterward of the mean high water line as they may shift from time to time during the term of this Lease by flooding or accretion.

ALSO LESS AND EXCEPT:

That certain tract, as recorded in O.R. 4640, Page 1653, public records of Pinellas County, Florida, being described as follows:

From the Northwest Corner of Section 6, Township 32 South, Range 16 East, Pinellas County, Florida, run S 08°46'37"E, 21,060 ft.; thence S 68°51'46"W, 911.98 ft. for a Point of Beginning; thence S 02°11'00"E, 815.36 ft.; thence S 36°40'00"W, 600 ft. thence S 86°01'49"W, 641.20 ft.; thence N 20°30'00"E, 1,050 ft.; thence N 56°20'00"E, 540 ft.; thence N 68°51'46"E, 159.65 ft. to the Point of Beginning.

ALSO LESS AND EXCEPT:

That certain tract, as recorded in O.R. 10255, Page 149 public records of Pinellas County, Florida, being described as follows:

From the Northwest Corner of Section 6, Township 32 South, Range 16 East, Pinellas County, Florida, run S 08°46'37"E, 21,060 ft. for a Point of Beginning; thence S 70°20'00"E, 380 ft.; thence S 01°50'00"E, 480 ft.; thence S 88°10'00"W, 400 ft.; thence S 56°35'00"W, 950 ft.; thence N 02°11'00"W, 815.36 ft.; thence N 68°51'46"E, 911.98 ft.; to the Point of Beginning.

MANAGEMENT AGREEMENT FOR CERTAIN SOVEREIGNTY
SUBMERGED LANDS IN PINELLAS COUNTY, FLORIDA

AGREEMENT NO. MA 52-132
BOT FILE NO. 520221574

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund holds title to certain sovereignty submerged lands in Pinellas County, Florida; and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund may authorize the management of said lands by virtue of Chapter 253.03, Florida Statutes; and

WHEREAS, PINELLAS COUNTY, FLORIDA desires to manage the subject lands for public purposes as outlined in Exhibit "A" attached hereto;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, referred to herein as "Grantor", hereby grants to PINELLAS COUNTY, FLORIDA, herein referred to as "Grantee", the right to manage for public purposes the site described in Exhibit "B" attached hereto and made part hereof, for a period concurrent with Lease Agreement No. 4228 between the Board of Trustees of the Internal Improvement Trust Fund and Pinellas County, Florida, on the following terms and conditions:

1. MANAGEMENT OF THE PROPERTY: Grantee shall manage the subject properties as provided in the management plan attached as Exhibit "A" in a manner which will not conflict with the conservation, protection and enhancement of said lands and which will not interfere with the maintenance of public navigation projects or other public works projects authorized by the United States Congress. The Grantee shall not alter the property or engage in any activity except as provided for in the required plan without the prior written approval of the Grantor.

2. RIGHT TO INSPECT: The Grantor shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this Agreement.

3. PROPERTY RIGHTS: This Agreement does not convey any title interest to the area described in Exhibit "B" attached hereto.

4. TERMINATION OF AGREEMENT: This Agreement may be terminated by either party, only if Lease Agreement No. 4228 is concurrently terminated under the terms of the Lease. Written notice of the intent to terminate this Agreement will be provided to the other party at least 60 days prior to the date of termination. Upon termination or expiration of this Agreement, the Grantee agrees to leave all fixed improvements for the use of the Grantor and to put no claim upon said fixed improvements; or, at the option of the Grantor, the Grantee agrees to remove any or all improvements from the property at Grantee's expense.

5. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE PROPERTY: The Grantor retains the right to enter the property and to engage in management activities other than those provided for herein following notification to and consultation with the Grantee and further retains the right to grant approval for compatible uses of the property to third parties during the term of this Agreement. The Grantor shall determine whether or not any proposed uses by a third party are compatible with the uses authorized herein.

6. RENEWAL PROVISIONS: Renewal of this agreement will coincide with renewal of lease No. 4228. Any renewal granted shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time.

7. **ASSIGNMENT OF MANAGEMENT AGREEMENT:** This Agreement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

8. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Grantee 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. **TITLE TO ALL TREASURE TROVE ARTIFACTS AND OBJECTS OF ANTIQUITY:** Section 267.061(1)(b), Florida Statutes, specifies that title to all treasure trove, artifacts and such objects of antiquity having intrinsic, scientific or historical and archaeological value, which have been abandoned on state-owned lands or state-owned sovereignty submerged lands is vested in the Division of Historical Resources (DHR) of the Department of State, for the purpose of administration and protection for the State of Florida. Execution of this Agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The disturbance of archaeological and historical sites on state-owned lands is prohibited unless prior authorization has been obtained from DHR. All proposals for changes in the character or use of state lands shall be coordinated with DHR in order to mitigate potential damage or disturbance of, or to preserve, archaeological and historical sites and properties.

10. **NON-DISCRIMINATION:** The Grantee 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 Agreement or upon lands adjacent to and used as an adjunct of the area.

11. **VENUE:** Grantee waives venue as to any litigation arising from matters relating to this management agreement and any such litigation between Grantor and Grantee shall be initiated and maintained only in Leon County, Florida.

WITNESSES:

[Signature]
Original Signature

Tom Butler
Print/Type Name of Witness

[Signature]
Original Signature

Michelle Brady
Print/Type Name of Witness

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

(SEAL)

BY: [Signature]
Gloria C. Nelson, Operations and Management Consultant
Manager, Bureau of Public Land Administration,
Division of State Lands, 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

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, 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. She is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DBP Attorney

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

[Signature]
Original Signature

Hien Tran
Typed/Printed Name of Witness

[Signature]
Original Signature

D. Elaine Cox
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30 day of November, 2000, by Robert B. Stewart as Chairman, for and on behalf of the Pinellas County Board of County Commissioners. He is personally known to me or produced _____ as identification.

My Commission Expires April 16, 2001
NOTARY PUBLIC
BONDED THROUGH TROY TAIN INSURANCE, INC.

Commission/Serial No.

Pinellas County Board of County Commissioners (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Robert B. Stewart
Typed/Printed Name of Executing Authority

Chairman
Title of Executing Authority

"GRANTEE"

ATTEST: Karleen F. De Blaker, Clerk

By: [Signature]
Deputy Clerk

Notary Public, State of FLORIDA

Huyen Kim Hahn
Printed, Typed or Stamped Name

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
SUBJECT TO PROPER EXECUTION
BY STATE OF FLORIDA

By [Signature]
Attorney

LPA REVIEW AND RECOMMENDATION
ON THE PROPOSED LEASE AGREEMENT AND MANAGEMENT PLAN FOR THE
STATE OF FLORIDA OWNED SECTIONS OF SHELL KEY
(CASE #LPA 66-8-98)

SUBJECT:

This is a review and recommendation by the Pinellas County Local Planning Agency (LPA) on the proposed application to lease the State of Florida owned section of Shell Key and develop a management plan for said properties. The proposed application is being reviewed for consistency with the adopted provisions of the Pinellas County Comprehensive Plan and the Local Government Comprehensive Planning and Land Development Regulation Act (Growth Management Act), Chapter 163.3161, et seq., Florida Statutes, as amended.

GENERAL DESCRIPTION:

The Real Estate Management Division of Pinellas County General Services is proposing to submit an agreement to the Florida Department of Environmental Protection to lease lands, in and surrounding, Shell Key. The County also intends to purchase the remaining lands in private ownership. Additionally, Pinellas County will develop a management plan for the greater Shell Key area over the next twelve months. This area is comprised largely of submerged and preservation lands. Leasing this portion of Shell Key from the State will protect the natural resources onsite and tie it into the larger contiguous area of existing and planned Preservation lands in that portion of Pinellas County. Additionally, the site will provide the opportunity to inform the public about the significance of Shell Key as a part of Pinellas County's unique bird habitat.

The purpose of the lease agreement is to conserve and preserve the natural resources of these public lands, while still providing for some of the public recreation activities historically associated with this site. The primary goal of the Management Plan for Shell Key will be to protect a significant bird sanctuary. As a part of the Management Plan, exotic vegetation control measures as well as shoreline restoration activities will be undertaken to restore and enhance habitat value. Significantly, the Management Plan will require that the bird habitat be separated and protected from the public use area. This will probably be done with the use of educational signage, barriers to set these areas aside, designating the beach as the major public use area, and prohibiting the construction of structures on the site.

IMPLEMENTATION OF COMPREHENSIVE PLAN POLICIES:

The proposed lease application would help implement the following goal, objectives and policies of the Pinellas County Comprehensive Plan:

Natural, Historic and Cultural Resources Element:

Goal 3. To conserve, protect, restore and appropriately manage the natural systems and living resources of Pinellas County to ensure the highest environmental quality possible.

Objective 3.1. Pinellas County shall implement management programs for the conservation of native vegetative communities, terrestrial, marine, estuarine and aquatic habitats, and wildlife species.

Policy 3.1.1. Pinellas County shall continue to identify habitat that needs to be conserved.

Policy 3.1.2. Pinellas County shall continue to follow an active program of preservation, conservation and restoration of functioning native terrestrial, estuarine, aquatic, and marine vegetative communities.

Policy 3.1.3. Pinellas County shall identify and preserve naturally occurring vegetative communities, terrestrial, estuarine, marine and aquatic habitats, and breeding populations of wildlife species which occur naturally in Pinellas County.

Policy 3.1.14. Pinellas County land acquisition efforts shall include a commitment to linking open space areas and creating a network of greenways and green spaces, which can be managed to support the protection, enhancement and restoration of functional and corrected natural systems, while providing unique recreation opportunities, including nature-based experiences for both residents and visitors.

Objective 3.2. Pinellas County shall continue to develop comprehensive management plans reflecting and increased commitment from the public and private sector for the protection of native vegetative communities, terrestrial, marine, estuarine and aquatic habitats, and native wildlife species, including those identified as threatened, endangered or species of special concern.

Objective 3.3.

Pinellas County shall protect, and conserve living marine resources within the coastal planning area by preserving where appropriate, or restoring where possible, marine and estuarine habitats, including coastal wetlands and tidal streams.

Objective 3.6.:

Pinellas County shall coordinate with other local governments and agencies relative to the conservation, protection and management of native vegetative communities, terrestrial, marine estuarine and aquatic habitats, and wildlife species and habitat in Pinellas County.

Recreation and Open Space Element:

Policy 1.5.2.

Pinellas County will support and promote tourism activities for its residents and visitors which encourage environmental awareness, appreciation of the County's natural, historic and cultural resources, and responsible environmental stewardship.

Future Land Use Element:

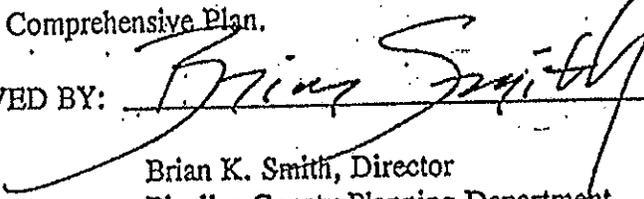
Policy 2.2.5.

Shorelines will be protected by preservation land use designations, aquatic preserves, development setbacks, public acquisition, or other measures deemed necessary.

LOCAL PLANNING AGENCY DETERMINATION: DATE: August 24, 1998

It is the Pinellas County Local Planning Agency determination that the proposed application, and the intent to lease the State owned lands and manage the entire Shell Key, is consistent with the Pinellas County Comprehensive Plan.

LPA REPORT APPROVED BY:



Brian K. Smith, Director
Pinellas County Planning Department

RESOLUTION NO. 98-175

RESOLUTION REQUESTING THE LEASE OF
THE GREATER SHELL KEY STATE LANDS
FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
TO PINELLAS COUNTY

WHEREAS, both Shell Key and the unnamed island immediately to the south have become a critical shorebird habitat; and

WHEREAS, since 1992 St. Petersburg Audubon has been monitoring the site and has documented 88 bird species using the island including 14 species which are listed as either Endangered, Threatened, or Species of a Special Concern by the Florida Game and Freshwater Fish Commission; and

WHEREAS, several of these species are beach nesters whose nesting habitat requires protection; and

WHEREAS, the Florida Game and Freshwater Fish Commission has ranked Shell Key as the second most important winter shorebird site in the State and also the site at most risk and in need of "conservation actions"; and

WHEREAS, Pinellas County is desirous of working with the community to provide the necessary protection of this vital bird habitat; and

WHEREAS, the island has historically been used for public recreation; and

WHEREAS, Pinellas County is desirous of managing the island so that we can ensure a blend of public recreation with environmental and wildlife protections; and

WHEREAS, the St. Petersburg Audubon Society and the Florida Department of Environmental Protection Aquatic Preserve staff have requested that Pinellas County take the lead in managing this land with other local agencies and volunteers as partners.

(NOW, THEREFORE, be it resolved by the Board of County Commissioners of Pinellas County, Florida, in regular session duly assembled this 15th day of September, 1998:

1. Request that the Trustees of the Internal Improvement Trust Fund lease the upland and submerged lands lying within the greater Shell Key area which are under the jurisdiction of the State of Florida to Pinellas County for management.

2. Authorize the Real Estate Management Division of the General Services Department to make the appropriate application to the State in conjunction with the Department of Environmental Management and the Planning Department.

3. Direct that once the lease is in place that the Real Estate Management Division budget each year for the appropriate fees associated with the land lease from the State.

Commissioner Parks offered the foregoing resolution and moved its adoption, which was seconded by Commissioner Seibert; and upon roll call the vote was:

Ayes: Todd, Seibert, Parks, Stewart and Harris.

Nays: None.

Absent and Not Voting: None.

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