

This Document Prepared by and Return to:

City Attorney's Office  
City of St. Petersburg  
P. O. Box 2842, St. Petersburg, FL 33731-2842  
St. Petersburg, Florida 33701

## NEW STADIUM PARCEL LEASE-BACK AND MANAGEMENT AGREEMENT

THIS NEW STADIUM PARCEL LEASE-BACK AND MANAGEMENT AGREEMENT ("New Stadium Lease") is entered into this \_\_\_ day of \_\_\_\_\_, 2024 ("Execution Date"), by and between CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation (the "City"), and PINELLAS COUNTY, a political subdivision of the State of Florida (the "County" and each a "Party" and collectively, the "Parties").

### RECITALS

A. The City and the County entered into (i) that certain Agreement for Sale dated October 17, 2002 (the "Existing Agreement for Sale"), pursuant to which, among other things, (a) the City sold to the County certain parcels of real estate upon which has been constructed multi-use domed stadium facilities presently called "Tropicana Field" which land and facilities are more particularly described therein (the "Dome"), and (b) the County agreed to reconvey the Dome to the City upon the occurrence of certain events, and (ii) that certain Lease-Back and Management Agreement dated October 17, 2002 (the "Existing Lease"), pursuant to which, among other things, the County leases the Dome to the City.

B. The City granted Tampa Bay Rays Baseball, Ltd., a Florida limited partnership formerly known as Tampa Bay Devil Rays, Ltd. ("HoldCo"), occupancy, use, management, operation and other rights to the Dome pursuant to that certain Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg Including the Provision of Major League Baseball dated as of April 28, 1995 (as amended from time to time, the "Existing Use Agreement").

C. The County, the City and Rays Stadium Company, LLC, a Delaware limited liability company (and together with any of its successors or assigns permitted in compliance with Article 19 of the New Stadium Operating Agreement, "StadCo"), now desire to design, develop, construct and fund a new domed stadium (the "New Stadium") and two (2) parking garages (the "Parking Garages") on a portion of the Dome where, upon completion, the Tampa Bay Rays will play its home games. In connection therewith and contemporaneously herewith (i) the County, the City and StadCo are entering into that certain Development and Funding Agreement dated as of even date herewith (as may be amended from time to time, the "New Stadium Development Agreement") which provides, among other things, for the design, development and construction of (a) the New Stadium on an approximately thirteen (13) acre portion of the Dome legally described and depicted on Exhibit A-1 attached hereto (the "New Stadium Land"), (b) the Parking Garages on separate portions of the Dome legally described and depicted on Exhibit A-2 attached hereto (collectively, the "Parking Garage Land"), and (c) stadium marquee signage on the portion of the Dome legally described and depicted on Exhibit A-3 attached hereto (the "Marquee Land", and together with the Parking Garage Land and the New Stadium Land, the "New Stadium Facility Land"), and (ii) the City, the County

and StadCo are entering into that certain Stadium Operating Agreement dated as of even date herewith (as may be amended from time to time, the “New Stadium Operating Agreement”), which provides, among other things, for StadCo’s use, management and operation of the New Stadium Facility Land, the New Stadium, the Parking Garages and all other improvements now existing or hereafter constructed on the New Stadium Facility Land (collectively, the “New Stadium Parcel”).

D. Further contemporaneously herewith, the City and Hines Historic Gas Plant District Partnership, a joint venture conducting business in the state of Florida (“Developer”) are entering into that certain HGP Redevelopment Agreement dated as of even date herewith, which provides, among other things, for the redevelopment for residential, commercial and other purposes of all remaining portions of the Dome not included in the New Stadium Parcel (as may be amended from time to time, the “Redevelopment Agreement”).

E. Further contemporaneously herewith, the City and Developer are entering into that Vesting Development Agreement dated as of even date herewith (as may be amended from time to time, the “Vesting Agreement”), to memorialize many of the same development requirements that are set forth in the Redevelopment Agreement, while also vesting in the Developer the right to develop the project under the land development regulations and comprehensive plan in effect at the time the Vesting Agreement is executed.

F. Further contemporaneously herewith, the City and the County are entering into (i) that certain First Amendment to the Existing Agreement for Sale dated as of even date herewith, which provides, among other things, for the severance and release of the New Stadium Parcel from the Existing Agreement for Sale to facilitate the development, use and operation of the New Stadium Parcel and aid in the administration thereof separately from the redevelopment during the term of the New Stadium Operating Agreement, (ii) that certain First Amendment to the Existing Lease dated as of even date herewith, which provides, among other things, for the severance and release of the New Stadium Parcel from the Existing Lease, and (iii) a New Stadium Parcel Agreement for Sale governing the County’s continued ownership of the New Stadium Parcel to facilitate the development, use and operation of the New Stadium Parcel and aid in the administration thereof separately from the redevelopment during the term of the New Stadium Operating Agreement (the “New Stadium Parcel Agreement for Sale”).

G. Further contemporaneously herewith, the City and Rays Baseball Club, LLC, a Florida limited liability company, as successor in interest to HoldCo, are entering into that certain Eleventh Amendment to the Existing Use Agreement dated as of even date herewith (which provides, among other things, for the severance and release of the New Stadium Parcel from the Existing Use Agreement.

H. The City and the County now desire to enter into this New Stadium Lease, which requires the County to continue to lease the New Stadium Parcel to the City upon the terms more particularly described herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this New Stadium Lease, and the mutual promises, undertakings, and covenants hereinafter set forth, and intending to be legally bound hereby, the City and the County covenant and agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

2. Lease and Management of New Stadium Parcel.

A. The County does hereby continue to lease to the City and the City does hereby accept and continue to lease from the County the New Stadium Parcel. The County acknowledges and agrees that, except for the (i) ownership of the New Stadium Parcel pursuant to the New Stadium Parcel Agreement For Sale, and (ii) the Project Documents (as such term is defined in the New Stadium Operating Agreement), the County does not have any interest in agreements between the City and third parties involving or in any way related to the New Stadium Parcel, including the Vesting Agreement.

B. If the County is not expressly delegated rights of approval or to take other action under the Project Documents, the City will automatically be deemed to be vested with the unilateral right and power to grant any such approvals or take any such actions. The City will execute its unilateral rights and powers under the Project Documents in good faith and keep the County reasonably informed of approvals granted and actions taken. Further, if the County notifies the City that the County would like input on certain types of City approvals and actions, the City will seek County input prior to granting such approvals or taking such actions. Upon request of the County, the City will provide the County with information and documentation on unilateral approvals granted and actions taken by the City under the Project Documents and any audits conducted by the City pursuant to the Project Documents.

C. The City and the County will work cooperatively so as not to disrupt StadCo's use, management and operation of the New Stadium Parcel pursuant to and in accordance with the New Stadium Operating Agreement.

D. Except as described in Paragraph 2.B., nothing in this New Stadium Lease will be construed to affect the respective rights and obligations of the City and the County pursuant to the Project Documents.

3. Term. The term of this New Stadium Lease ("Term") will commence on the Execution Date and will terminate in accordance with Paragraph 14. herein.

4. Rent. Recognizing the unique public benefit and purpose of the New Stadium Parcel, the City will pay the County nominal rent of One Dollar (\$1.00) per year payable in arrears on or before the anniversary of the Execution Date.

5. Incorporation by Reference. All of the terms and provisions provided in the New Stadium Parcel Agreement for Sale are hereby incorporated by reference and will be deemed to be a part of this New Stadium Lease and the Parties will be deemed to be bound by all of the terms and conditions thereof.

6. No Mortgage or Disposition of New Stadium Parcel By City. Except as otherwise herein provided, the City will not mortgage, pledge or otherwise encumber the New Stadium Parcel during the Term. For clarity, the exercise by StadCo of rights granted to it in the New

Stadium Operating Agreement and the exercise by Developer of rights granted to it under the Vesting Agreement will not be deemed to be a breach by the City of its restrictions hereunder.

7. No County Liens. The County may not sell, mortgage, pledge or otherwise encumber the New Stadium Parcel, or any interest therein, during the Term. Any attempted sale, mortgage, pledge or encumbrance by the County will be deemed for all purposes to be subordinate and inferior to the City's interests with respect to the New Stadium Parcel.

8. Condition of the New Stadium Parcel.

A. The City accepts the New Stadium Parcel in an as-is condition.

B. The County makes no warranty, either express or implied, as to the title or condition of the New Stadium Parcel, or that it will be suitable for the City's purposes or needs.

9. Alterations: Mechanic's and Other Liens.

A. The City will have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of the County in the New Stadium Parcel. All materialmen, contractors, artisans, mechanics, laborers and other persons contracting with the City with respect to the New Stadium Parcel or any part thereof are hereby charged with notice that they must look to the City to secure payment of any bill for work done or material furnished or for any other purpose during the Term.

B. The County will not have the power or authority to make any alterations, improvements or repairs of any kind to the New Stadium Parcel.

10. Indemnification. To the fullest extent permitted by law, the City will indemnify, defend and hold harmless the County, its directors, officers, employees, agents, successors and assigns ("County Indemnified Persons"), from and against any and all claims incurred in connection with or arising from any cause whatsoever under this New Stadium Lease, including, without limiting the generality of the foregoing, (a) any default by the City in the observance or performance of any of the terms, covenants or conditions of this New Stadium Lease on the City's part to be observed or performed, (b) the use or occupancy or manner of use or occupancy of the New Stadium Parcel by the City or any person claiming through or under the City, (c) the condition of the New Stadium Parcel or any occurrence or happening at the New Stadium Parcel from any cause whatsoever, or (d) any act, omission or negligence of the City or any person claiming through or under the City, or of the directors, officers, employees, agents, or invitees of the City, or any such person, in, on or about the New Stadium Parcel, including, without limitation, any act, omission or negligence in the making or performing of any alterations to the New Stadium Parcel. Nothing herein is intended to contravene the limitations imposed upon the County and the City under Section 768.28, Florida Statutes. Nothing herein will be construed as consent by the County or the City to be sued by third parties in any manner arising out of this New Stadium Lease. Further, the City will not be required to indemnify, defend or hold harmless the County Indemnified Persons from and against any claims that the County Indemnified Persons are indemnified against pursuant to the New Stadium Operating Agreement or other Project Documents. For clarity, this City indemnification is not in lieu of and does not affect the requirements of any of the indemnification provisions within the New Stadium Operating

Agreement or other Project Documents that require the indemnification and defense of the City Indemnified Persons (as defined in the New Stadium Operating Agreement) or the County Indemnified Persons.

11. Assignment. This New Stadium Lease is not assignable.

12. Default of the City.

A. Subject to the City's right to notice and opportunity to cure specified in Subparagraph B. hereunder, the City will be deemed to be in default of its obligations under this New Stadium Lease upon the occurrence of any of the following:

(1) The City's failure to pay rent or any other sums due under this New Stadium Lease;

(2) The City's failure to perform any material covenant, promise or obligation contained in this New Stadium Lease;

(3) The appointment of a receiver or trustee for all or substantially all of the City's assets;

(4) The City's voluntary petition for relief under any bankruptcy or insolvency law;

(5) The sale of the City's interest under this New Stadium Lease by execution or other legal process; or

(6) The City doing or permitting to be done anything that creates a lien upon the New Stadium Parcel and failing to obtain the release of any such lien or bond off any such lien as required herein.

B. The City may only be deemed in default of this New Stadium Lease upon the continued occurrence of (i) the City's failure to pay rent or any other monetary sum within ten (10) days after receipt of written notice from the County to the City that such sums are due, or (ii) of any event specified in (2) through (6) of Subparagraph A. above that is not cured by the City within thirty (30) days from the City's receipt of written notice from the County, provided that this thirty (30) day cure period will be extended for such reasonable period of time as is necessary to cure the default, if the alleged default is not reasonably capable of cure within said thirty (30) day period and the City commences and continues to diligently cure the alleged default.

13. Default of the County. The County may only be deemed to be in default of this New Stadium Lease if it materially breaches any of the covenants, agreements, terms, conditions or stipulations of this New Stadium Lease and fails to cure such default (i) within ten (10) days after receipt of notice from the City that such sums are due, or (ii) within thirty (30) days from the City's receipt of written notice from the County, provided that this thirty (30) day cure period will be extended for such reasonable period of time as is necessary to cure the default, if the alleged default is not reasonably capable of cure within said thirty (30) day period and the County commences and continues to diligently cure the alleged default.

14. Termination.

A. If the City or the County fail to cure such default within the time periods set forth above, then, in addition to any other remedies available to it, the non-defaulting party will thereupon have the right to terminate this New Stadium Lease upon providing the defaulting party five (5) business days prior written notice of its intent to terminate (such five (5) day period to commence upon the defaulting party's receipt of such notice). Notwithstanding anything to the contrary in this New Stadium Lease, during any period when a Party's default hereunder is caused by StadCo's breach of its obligations under the New Stadium Operating Agreement or other Project Documents, the termination of this New Stadium Lease will be tolled until all remedies for StadCo's breach can be pursued to completion in accordance with the New Stadium Operating Agreement or other Project Documents, as applicable. If StadCo's breach is cured to completion in accordance with the New Stadium Operating Agreement or other Project Documents, as applicable, such that the City's breach or the County's breach hereunder is also cured, this New Stadium Lease will not terminate and will remain in full force and effect.

B. This New Stadium Lease will automatically terminate upon the termination of the New Stadium Parcel Agreement for Sale.

15. Condemnation. If any portion of the New Stadium Parcel is taken by condemnation, permanently or temporarily, the terms of the New Stadium Operating Agreement will control. If any condemnation proceeds are paid in connection with any condemnation, they will be disbursed pursuant to the terms of the New Stadium Operating Agreement. If only a portion of the New Stadium Parcel is taken in any condemnation action and the New Stadium Operating Agreement is terminated with respect to the taken portion of the New Stadium Parcel, on the date of such taking, this New Stadium Lease shall terminate as to the portion of the New Stadium Parcel that is taken (and remain in effect for the remaining untaken portion of the New Stadium Parcel).

16. Casualty. If the New Stadium Parcel is damaged or partially or totally destroyed by casualty or other cause during the term of the New Stadium Operating Agreement, the terms of the New Stadium Operating Agreement will apply, including restoration and payment of insurance proceeds.

17. Hazardous Substances.

A. The term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, all pollutants or contaminants, asbestos, or other similar substances, and all raw materials containing such substances which are regulated under any Environmental Laws (as defined below) and includes, but is not limited to, all petroleum based substances such as gasoline and oil based products. As such, reference to "Hazardous Substances" is not limited to substances which necessarily are "hazardous or toxic" but includes any substances regulated under any Environmental Laws whether or not those substances are "hazardous or toxic."

B. The term "Environmental Laws" means any and all federal, state, local, and municipal laws, rules, regulations, statutes, ordinances, and codes regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous Substances or environmental protection or environmental health and safety, as now or may at any time hereafter be in effect,

including without limitation: the Clean Water Act also known as the Federal Water Pollution Control Act (“FWPCA”), 33 U.S.C. Section 1251 et seq.; the Clean Air Act (“CAA”), 42 U.S.C. Section 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. Section 136 et seq. the Surface Mining Control and Reclamation Act (“SMCRA”), 30 U.S.C. Section 1201 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. Section 9601 et seq.; the Superfund Amendment and Reauthorization Act of 1986 (“SARA”), Public Law 99-499, 100 Stat. 1613; the Emergency Planning and Community Right to Know Act (“ECPCRKA”), 42 U.S.C. Section 11001 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. Section 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 929 (“TSCA”); the Florida Resource Recovery and Management Act, Section 403.701, et seq., Florida Statutes; the Pollutant Spill Prevention and Control Act, Section 376.011-376.17 and 376.19-376.21, Florida Statutes; and the Occupational Safety and Health Act, as amended (“OSHA”), 29 U.S.C. Section 655 and Section 657, and Chapters 376 and 403, Florida Statutes; together, in each case, with any amendment thereto.

C. The City will not use, store, generate, transport, dispose, release or discharge any Hazardous Substances in or upon the New Stadium Parcel, or knowingly permit StadCo or any other third party using or occupying the New Stadium Parcel to engage in such activities in or upon the New Stadium Parcel. However, the foregoing provision will not prohibit the use, storage, maintenance, transportation to and from or handling within the New Stadium Parcel of substances customarily used in the operation of the New Stadium Parcel, provided: (a) such substances will be used, stored, maintained, transported, handled and disposed of only in accordance with Environmental Laws, (b) such substances will not be released or discharged in or upon the New Stadium Parcel in violation of Environmental Laws, and (c) for purposes of removal and disposal of any such substances, the City, StadCo or other third party, as applicable, will be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other required forms. The County has reviewed Article 22 of the Stadium Operating Agreement and affirms that the provisions thereof are in compliance with the terms and conditions of this Subparagraph 17.C.

D. The City will promptly notify the County of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Substances in or upon the New Stadium Parcel or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Substances in or upon the New Stadium Parcel, and (iii) any matters where the City is required by Environmental Laws to give a notice to any governmental or regulatory authority respecting any Hazardous Substances in or upon the New Stadium Parcel.

E. If any Hazardous Substances are released, discharged or disposed of by the City, StadCo or any other third party in violation of Environmental Laws, the City shall immediately, properly and in compliance with Environmental Laws clean up and remove the Hazardous Substances from the New Stadium Parcel and any other affected property or cause StadCo or any other third party to immediately, properly and in compliance with Environmental Laws clean up and remove the Hazardous Substances from the New Stadium Parcel and any other affected property. Such cleanup and removal shall be at the City’s sole expense or the City will cause StadCo or other third party to incur such expense.



F. To the fullest extent permitted by law, the City will indemnify and hold harmless the County Indemnified Persons from and against all claims, damages, expenses (including reasonable attorneys' fees), liabilities and all other obligations including, without limitation, third party claims for personal injury or real or personal property damage (collectively, "Environmental Claims") arising from or connected with the violation of any Environmental Laws by the City on the New Stadium Parcel or the City's violation of this Paragraph 17., except to the extent any of the foregoing Environmental Claims are attributable to the violation of Environmental Laws by the County Indemnified Persons. Nothing herein is intended to contravene the limitations imposed upon the County and the City under Section 768.28, Florida Statutes. Nothing herein will be construed as consent by the County or the City to be sued by third parties in any manner arising out of this New Stadium Lease. Further, the City will not be required to indemnify, defend or hold harmless the County Indemnified Persons from and against any Environmental Claims that the County Indemnified Persons are indemnified against pursuant to the New Stadium Operating Agreement or other Project Documents. For clarity, this City indemnification is not in lieu of and does not affect the requirements of any of the indemnification provisions within the New Stadium Operating Agreement or other Project Documents that require the indemnification and defense of the City Indemnified Persons (as defined in the New Stadium Operating Agreement) or the County Indemnified Persons.

18. Quiet Enjoyment; Access to New Stadium Parcel. Subject to the terms, covenants, and conditions of this New Stadium Lease, the New Stadium Parcel Agreement for Sale, the New Stadium Operating Agreement, and other Project Documents, the County will not act to prevent the City from peacefully and quietly having, holding, and enjoying the New Stadium Parcel for the entire Term. Subject to the terms of the New Stadium Operating Agreement, the County will have the right to enter upon the New Stadium Parcel at all reasonable hours for the purpose of assuring the City's compliance with this New Stadium Lease.

19. Recordkeeping. The City and the County will maintain books and records as may be required by virtue of their responsibilities under this New Stadium Lease in accordance with applicable laws. All books and records are subject to the provisions of Chapter 119, Florida Statutes.

20. Radon Gas. 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 health department.

21. Representations and Warranties of the City. The City represents and warrants to the County, as of the Execution Date, as follows:

A. Organization. The City is a municipal corporation of the State of Florida. The City possesses full and adequate power and authority to own, operate, license and lease its properties, and to carry on and conduct its business as it is currently being conducted.

B. Authorization. The City has the requisite right, power, and authority to execute and deliver this New Stadium Lease and to perform and satisfy its obligations and duties



hereunder. The execution, delivery, and performance of this New Stadium Lease by the City have been duly and fully authorized and approved by all necessary and appropriate action. This New Stadium Lease has been duly executed and delivered by the City. The individual executing and delivering this New Stadium Lease on behalf of the City has all requisite power and authority to execute and deliver the same and to bind the City hereunder.

C. Binding Obligation and Enforcement. Assuming execution of this New Stadium Lease by the County, this New Stadium Lease constitutes legal, valid, and binding obligations of the City, enforceable against the City in accordance with its terms.

22. Representations and Warranties of the County. The County represents and warrants to the City, as of the Execution Date, as follows:

A. Organization. The County is a political subdivision of the State of Florida. The County possesses full and adequate power and authority to own, operate, license and lease its properties, and to carry on and conduct its business as it is currently being conducted.

B. Authorization. The County has the requisite right, power, and authority to execute and deliver this New Stadium Lease and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this New Stadium Lease by the County have been duly and fully authorized and approved by all necessary and appropriate action. This New Stadium Lease has been duly executed and delivered by the County. The individual executing and delivering this New Stadium Lease on behalf of the County has all requisite power and authority to execute and deliver the same and to bind the County hereunder.

C. Binding Obligation and Enforcement. Assuming execution of this New Stadium Lease by the City, this New Stadium Lease constitutes legal, valid, and binding obligations of the County, enforceable against the County in compliance with its terms.

23. Notices. All notices, requests, approvals and other communications under this New Stadium Lease must be in writing (unless expressly stated otherwise in this New Stadium Lease) and will be considered given when delivered in person or sent by electronic mail (provided that if sent by electronic mail, it must simultaneously be sent via personal delivery, overnight courier or certified mail), one (1) business day after being sent by a reputable overnight courier, or three (3) business days after being mailed by certified mail, return receipt requested, to the City or the County at the addresses set forth below (or at such other address as the City or the County may specify by notice given pursuant to this Paragraph to the other):

To the City:	City of St. Petersburg 175 Fifth Street North St. Petersburg, Florida 33701 Attn.: City Administrator E-mail: <a href="mailto:robert.gerdes@stpete.org">robert.gerdes@stpete.org</a>
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and to: City of St. Petersburg  
175 Fifth Street North  
St. Petersburg, Florida 33701  
Attn.: City Attorney  
E-mail: [Jacqueline.Kovilaritch@stpete.org](mailto:Jacqueline.Kovilaritch@stpete.org)

To the County: Pinellas County, Florida  
315 Court Street  
Clearwater, Florida 33756  
Attn.: County Administrator  
Email: [bburton@pinellas.gov](mailto:bburton@pinellas.gov)

and to: Pinellas County, Florida  
315 Court Street  
Clearwater, Florida 33756  
Attn.: County Attorney  
Email: [jwhite@pinellas.gov](mailto:jwhite@pinellas.gov)

24. Miscellaneous.

A. Amendment. This New Stadium Lease may be amended or modified only by a written instrument signed by the Parties, subject to approval by the City Council of the City and the Board of County Commissioners for the County.

B. Execution of Agreement. This New Stadium Lease may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each Party is authorized to sign this New Stadium Lease electronically using any method permitted by applicable laws.

C. Drafting. The Parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this New Stadium Lease and that it has not been written solely by counsel for one Party. The Parties further agree that the language used in this New Stadium Lease is the language chosen by the Parties to express their mutual intent and that no rule of strict construction is to be applied against any Party.

D. Third Party Beneficiaries. This New Stadium Lease is solely for the benefit of the Parties.

E. Governing Law. The laws of the State of Florida govern this New Stadium Lease.

F. Venue. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each Party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper

or inconvenient venue. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

G. Time is of the Essence. In all matters concerning or affecting this New Stadium Lease, time is of the essence.

H. Severability. If any provision of this New Stadium Lease is held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof will not be affected thereby.

I. Relationship of the Parties. The County and the City are independent parties, and nothing contained in this New Stadium Lease will be deemed to create a partnership, joint venture or employer-employee relationship between them or to grant to either of them any right to assume or create any obligation on behalf of or in the name of the other.

J. Survival. All obligations and rights of the Parties arising during or attributable to the period prior to the expiration or earlier termination of this New Stadium Lease will survive the termination or expiration of this New Stadium Lease.

K. Waivers. No waiver by a Party of any condition or of any breach of any term, covenant, representation or warranty contained in this New Stadium Lease will be effective unless in writing. No failure or delay of a Party in any one or more instances (a) in exercising any power, right or remedy under this New Stadium Lease or (b) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this New Stadium Lease will operate as a waiver, discharge or invalidation thereof, nor will any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy. One or more waivers of any covenant, term or condition of this New Stadium Lease by a Party may not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

L. Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

M. Nonappropriation. The obligations of the City as to any funding required pursuant to this New Stadium Lease will be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City will not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this New Stadium Lease. Any financial obligations of the County pursuant to this New Stadium Lease are subject to available budgeted and appropriated funds in any County fiscal year.

N. Recording of Agreement. The City will record this New Stadium Lease upon its execution and pay all costs associated with such recording.

O. Exhibits. Each exhibit to this New Stadium Lease is an essential part hereof and is hereby incorporated herein by reference. Any amendments or revisions to such exhibits, even if not physically attached hereto, will be treated as if a part of this New Stadium Lease if such amendments or revisions specifically reference this New Stadium Lease and are executed by the Parties.

P. Force Majeure. In the event that either Party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party will be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the Party seeking an extension of time delivering written notice of such Permitted Delay to the other Party within ten (10) days of the event causing the Permitted Delay.

Q. Landlord's Rights. All rights reserved to the County under this New Stadium Lease will be exercised in a manner so as to minimize any adverse impact to the City or StadCo in their use or enjoyment of the New Stadium Parcel or their business conducted therein.

*[Signature Pages Follow]*

SIGNATURE PAGE  
TO  
NEW STADIUM LEASE-BACK AND MANAGEMENT AGREEMENT

IN WITNESS WHEREOF, this New Stadium Lease has been executed by the City as of the Execution Date.

**CITY OF ST. PETERSBURG**, a municipal corporation of the State of Florida

\_\_\_\_\_  
Kenneth T. Welch, Mayor

ATTEST

\_\_\_\_\_  
City Clerk

(SEAL)

Approved as to Form and Content

\_\_\_\_\_  
City Attorney (Designee) 00753473

STATE OF FLORIDA     )  
  )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, the Mayor, City Clerk and City Attorney (Designee), respectively of the City of St. Petersburg, Florida on behalf of the City, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public – State of Florida  
Print Name: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

SIGNATURE PAGE  
TO  
NEW STADIUM LEASE-BACK AND MANAGEMENT AGREEMENT

IN WITNESS WHEREOF, this New Stadium Lease has been executed by the County as of the Execution Date.

**PINELLAS COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: \_\_\_\_\_  
Chairman

ATTEST:  
**KEN BURKE**, Clerk

By: \_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA        )  
  )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me by \_\_\_\_\_ Chairman, Board of County Commissioners, and \_\_\_\_\_, Deputy Clerk, Board of County Commissioners, respectively, on behalf of Pinellas County, Florida on behalf of the County, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public – State of Florida  
Print Name: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

**EXHIBIT A-1**

**LEGAL DESCRIPTION AND DEPICTION OF STADIUM LAND**

JULY 15, 2024

STADIUM LAND

PROJECT No. 2307-037

LEGAL DESCRIPTION:

THAT PART OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'22"E, ALONG THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, A DISTANCE OF 330.34 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°04'22"E, FOR A DISTANCE OF 731.33 FEET; THENCE S89°55'38"W, A DISTANCE OF 467.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE, AN ARC LENGTH OF 88.09 FEET, SAID ARC HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 53°07'48" AND A CHORD BEARING OF N63°24'37"W, AND A CHORD LENGTH OF 84.97'; THENCE N89°58'31"W, A DISTANCE OF 189.24 FEET; THENCE N00°04'22"W, A DISTANCE OF 374.04 FEET; THENCE N29°22'15"W, A DISTANCE OF 399.24 FEET; THENCE N89°55'38"E, A DISTANCE OF 195.97 FEET; THENCE S00°04'22"E, A DISTANCE OF 29.34 FEET; THENCE N89°55'38"E, A DISTANCE OF 731.57 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 12.861 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, PER THE PLAT OF SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, HAVING A BEARING OF S00°04'22"E.

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

**LEGAL DESCRIPTION AND SKETCH**

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SI-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

**Gerald Silva**

Digitally signed by Gerald Silva  
DN: cn=Gerald Silva, c=US, o=Northwest Surveying Inc., email=gsilva@nswtampa.com  
Date: 2024.07.15 15:32:26 -04'00'  
(DATE)

GERALD SILVA, PSM #5218

**NSI Northwest Surveying Inc.**

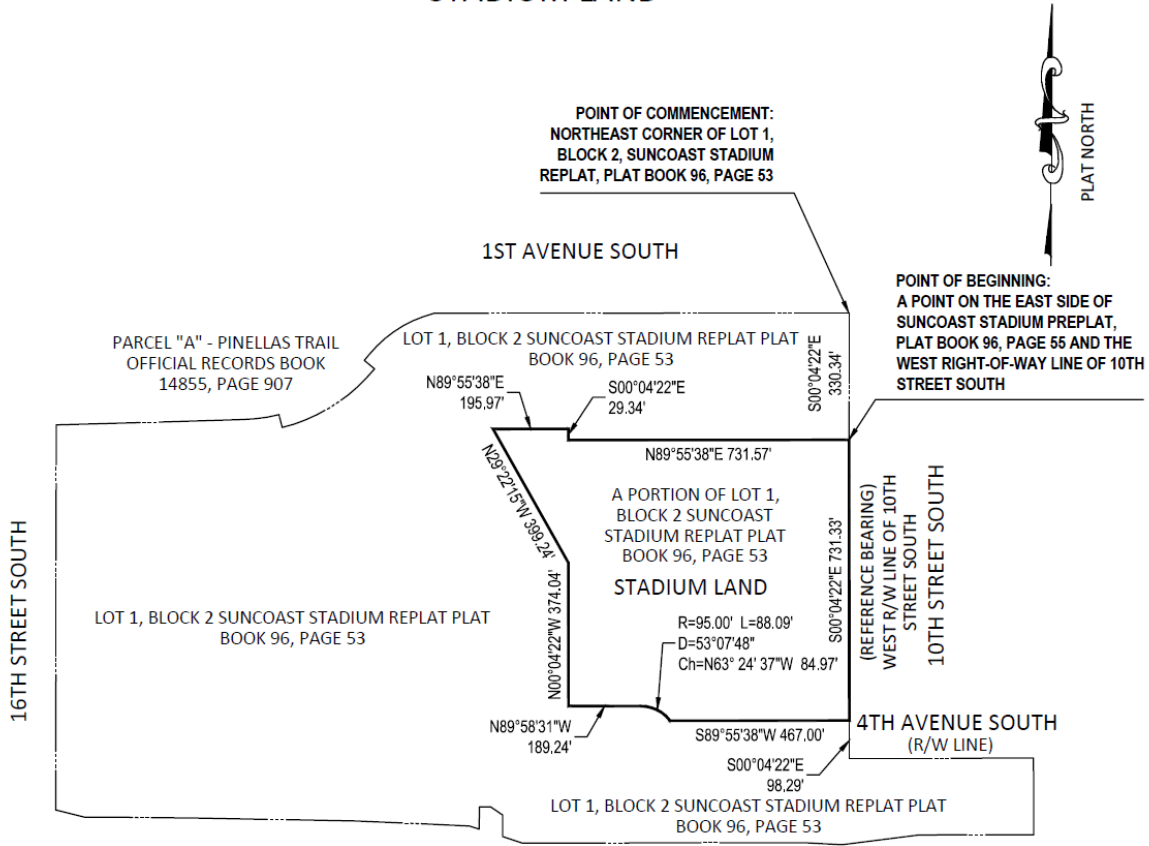
Certificate of Authorization Number LB0005122

8409 Sunstate Street, Tampa, Florida 33634  
Tampa: 813-889-9236

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SHEET 1 OF 2





BEARINGS ARE REFERENCED TO THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, PER THE PLAT OF SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, HAVING A BEARING OF S00°04'22\"E.

NOT VALID WITHOUT SHEET 1 OF 2

**THIS IS NOT A SURVEY**

**LEGAL DESCRIPTION AND SKETCH**

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREOIN DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

**Gerald Silva**

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SHEET 2 OF 2

**EXHIBIT A-2**

**LEGAL DESCRIPTION AND DEPICTION OF PARKING GARAGE LAND**

JULY 15, 2024

PARKING GARAGE LAND PARCEL 1

PROJECT No. 2307-037

LEGAL DESCRIPTION:

THAT PART OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'22"E, ALONG THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, A DISTANCE OF 1146.64 FEET; THENCE S89°53'55"W, A DISTANCE OF 124.68 FEET, FOR A POINT OF BEGINNING; THENCE S00°00'00"E, A DISTANCE OF 210.60 FEET; THENCE S89°54'40"W, A DISTANCE OF 250.00 FEET; THENCE N00°00'00"E, A DISTANCE OF 210.54 FEET; THENCE N89°53'55"E, A DISTANCE OF 250.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.209 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, PER THE PLAT OF SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, HAVING A BEARING OF S00°04'22"E.

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

**LEGAL DESCRIPTION AND SKETCH**

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

**Gerald Silva**

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Surveying Inc., email=jsilva@nstamp.com  
Date: 2024.07.16 09:32:00 -04'00'

GERALD SILVA, PSM #5218

(DATE)

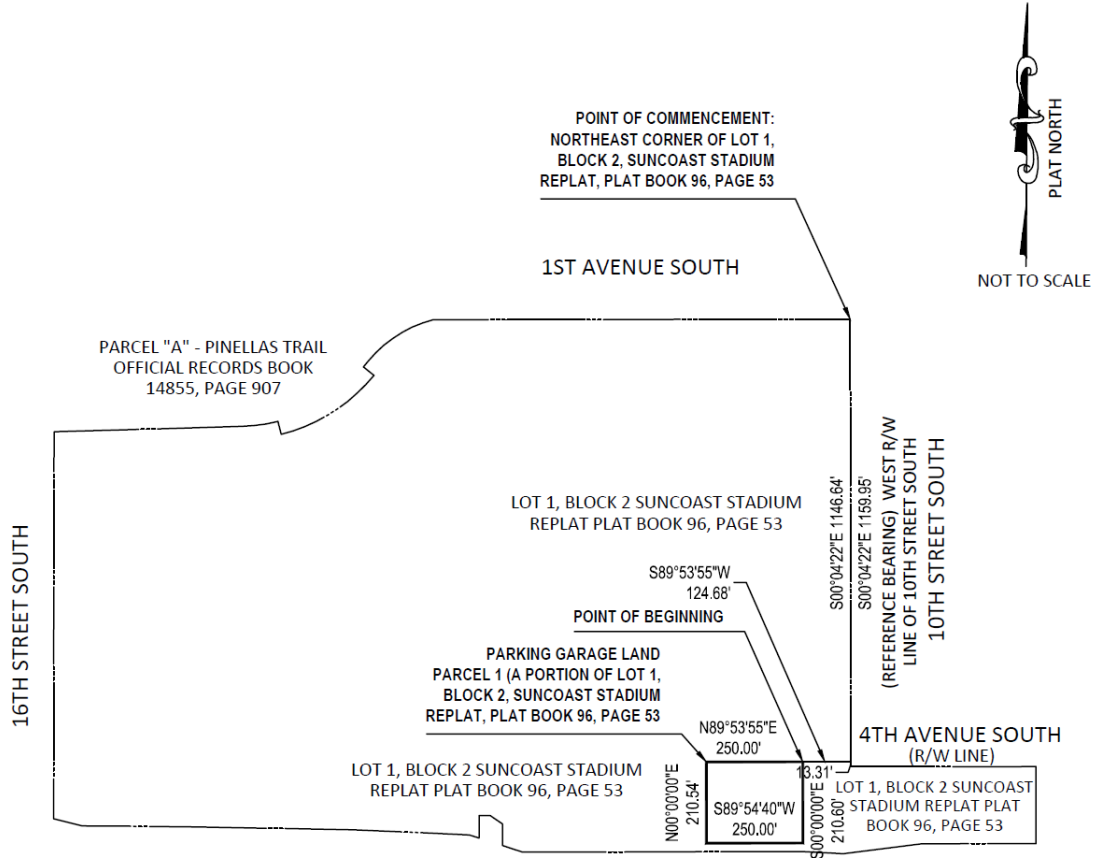
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SHEET 1 OF 2



BEARINGS ARE REFERENCED TO THE WEST RIGHT-OF-WAY LINE OF 10TH STREET SOUTH, PER THE PLAT OF SUNCOAST STADIUM REPLAT, AS RECORDED IN PLAT BOOK 96, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, HAVING A BEARING OF S00°04'22"E.

LEGEND:  
R/W = RIGHT-OF-WAY

NOT VALID WITHOUT SHEET 1 OF 2

**THIS IS NOT A SURVEY**

**LEGAL DESCRIPTION AND SKETCH**

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

**Gerald Silva**  
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Date: 2024.07.16 09:32:27 -04'00'

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SHEET 2 OF 2

LEGAL DESCRIPTION:

LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE S00°04'08"W, ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 250.00 FEET; THENCE S89°56'47"W, A DISTANCE OF 399.19 FEET; THENCE N00°06'25"E, A DISTANCE OF 250.00 FEET; THENCE N89°56'47"E, A DISTANCE OF 399.03 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.291 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO THE EAST LINE OF THE LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, HAVING A PLAT BEARING OF S00°04'08"W.

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

**LEGAL DESCRIPTION AND SKETCH**

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

**Gerald Silva**

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Surveying Inc., email=jsilva@nstitampa.com  
Date: 2024.07.15 12:13:30 -04'00'

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(DATE)

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SHEET 1 OF 2

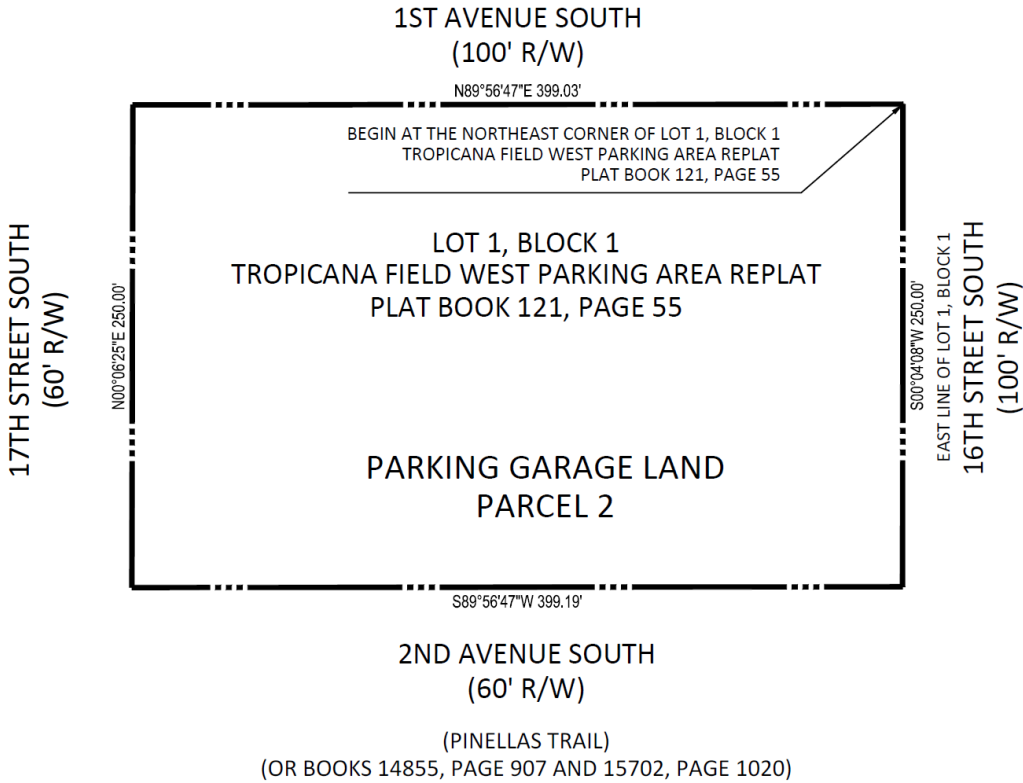
JULY 15, 2024

# PARKING GARAGE LAND PARCEL 2

PROJECT No. 2307-037



NOT TO SCALE



BEARINGS ARE REFERENCED TO THE EAST LINE OF THE LOT 1, BLOCK 1, TROPICANA FIELD WEST PARKING AREA REPLAT, HAVING A PLAT BEARING OF 500°04'08\"W.

**LEGEND:**

OR = OFFICIAL RECORDS  
R/W = RIGHT-OF-WAY

NOT VALID WITHOUT SHEET 1 OF 2

**THIS IS NOT A SURVEY**

## LEGAL DESCRIPTION AND SKETCH

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

**Gerald Silva**

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Date: 2024.07.15 12:15:30 -04'00'  
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SHEET 2 OF 2

# EXHIBIT A-3

## LEGAL DESCRIPTION AND DEPICTION OF MARQUEE LAND

JULY 15, 2024

MARQUEE LAND

PROJECT No. 2307-037

### LEGAL DESCRIPTION:

THAT PORTION OF LOT 1, BLOCK 3, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK 3, TROPICANA FIELD WEST PARKING AREA REPLAT, AS RECORDED IN PLAT BOOK 121, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S00°05'25"W, ALONG THE WEST LINE OF SAID LOT 1, BLOCK 3, A DISTANCE OF 145.04 FEET; THENCE S89°54'35"E, A DISTANCE OF 8.03 FEET, FOR A POINT OF BEGINNING; THENCE N77°41'45"E, A DISTANCE OF 73.77 FEET; THENCE S08°11'07"E, A DISTANCE OF 30.33 FEET; THENCE S87°58'40"W, A DISTANCE OF 73.43 FEET; THENCE N10°05'30"W, A DISTANCE OF 17.16 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1740 SQUARE FEET, MORE OR LESS.

BEARINGS ARE REFERENCED TO THE WEST RIGHT-OF-WAY LINE OF 16TH STREET SOUTH, HAVING A PLAT BEARING OF S00°04'08"W.

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

### LEGAL DESCRIPTION AND SKETCH

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: W/JH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

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Date: 2024.07.15 12:13:53 -04'00'  
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8409 Sunstate Street, Tampa, Florida 33634  
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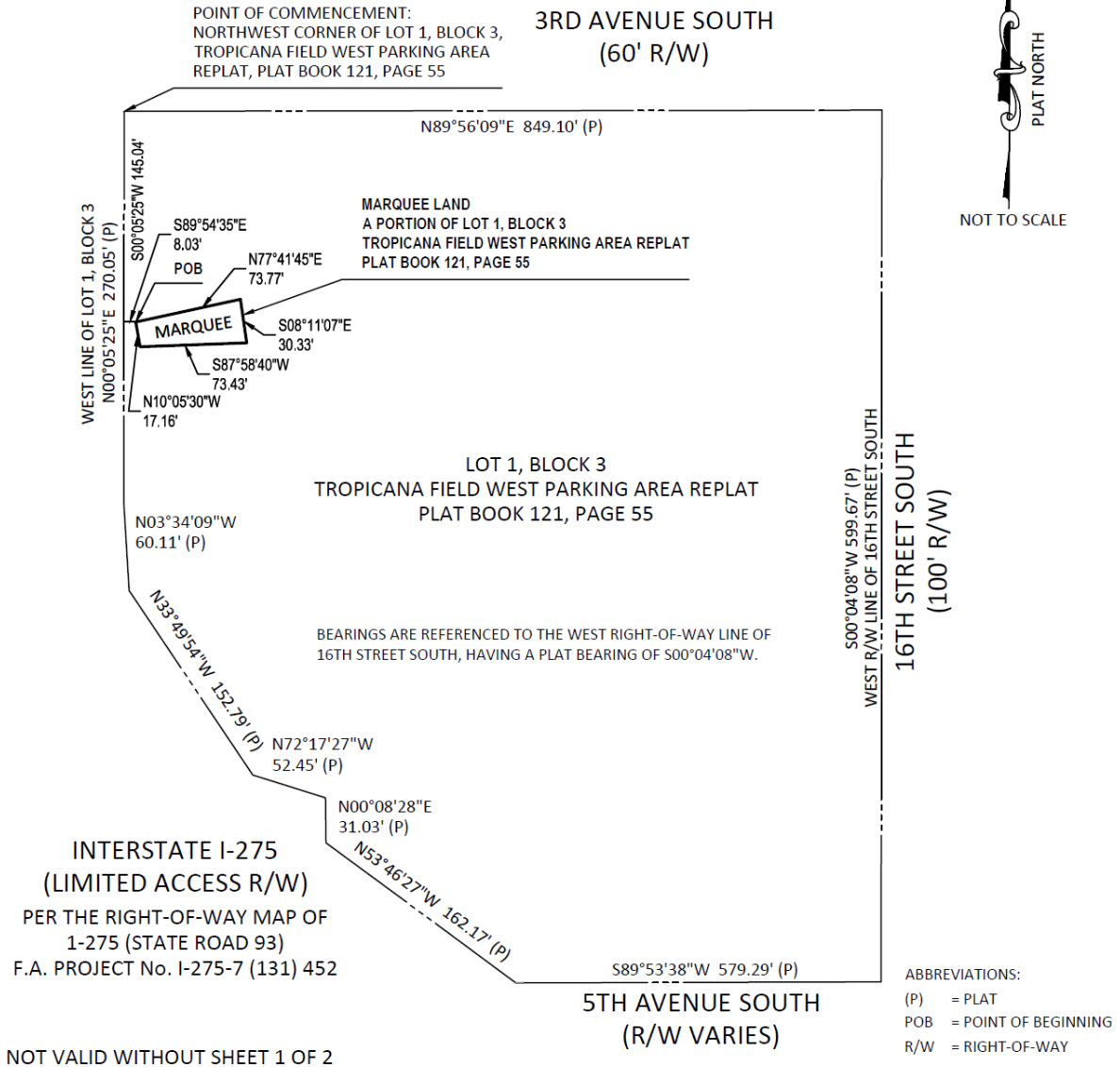
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SHEET 1 OF 2

JULY 15, 2024

# MARQUEE LAND

PROJECT No. 2307-037



**THIS IS NOT A SURVEY**

## LEGAL DESCRIPTION AND SKETCH

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
DATE: 07/15/2024	ORDER No.: 2307-037	CHECKED BY: GS	COUNTY: PINELLAS COUNTY, FLORIDA

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREOIN DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

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(DATE)

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SHEET 2 OF 2