

OAL2

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 768.28, 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 hereby 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

Judy Woodard
Witness

Judy Woodard
Print/Type Witness Name

[Signature]
Witness

Lelissa Vickers
Print/Type Witness Name

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"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8th day of December 2021, 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 # CC174540 EXPIRES
October 11, 2024
BORN TO RISE REAL ESTATE INSURANCE, INC.

Approved as to
Form and Legality

By: [Signature]
DEP Attorney

PINELLAS COUNTY, FLORIDA, through
its BOARD OF COUNTY COMMISSIONERS

By: [Signature]

ROBERT B. STEWART
Print/Type Name

Title: Chairman

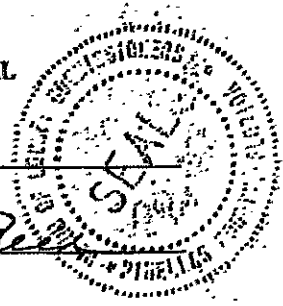
[Signature]
Witness

Hien Tran
Print/Type Name

D. Elaine Cox
Witness

D. Elaine Cox
Print/Type Name

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:



Huyen Kim Hahn
MY COMMISSION # 00610732 EXPIRES
APRIL 15, 2001
- BONDED BY THE TRUST FARM INSURANCE, INC.

Commission Expires:

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

[Signature]
Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

SMALL KEY MANAGEMENT AREA
STATE OF FLORIDA TRACT
DESCRIPTION

An irregular shaped parcel, being composed of both upland and submerged lands, lying within the Gulf of Mexico, the ocean being north of "Bunney Pass", May south of "North Channel", and May east of the Florida Bayway (State Road 675), Pinellas County, Florida, being described as follows:

Commencing at the East 1/4 Corner of Fractional Section 26, Township 21 South, Range 16 East, Run 5 West, 1/4 mile west of the South line of Government Lot 4, and Fractional Section 26, 616.16 ft. to an iron pipe high water line of the Gulf of Mexico, the same being a point on the West line of PARCEL "A" of the T&D Subdivision, according to plat thereof, as recorded in Plat Book 22, Pages 63-67, public records of Pinellas County, for a POINT OF BEGINNING;

- (001) thence S 89°43'05" along the North line of that certain tract, as conveyed to Pinellas County, a political subdivision of the State of Florida, as recorded in G.R. 4228, Page 28-37, PLAIN R. TRACT 2, public records of Pinellas County, 1631.55 ft.
- (002) thence N 89°24'21" along a Northeast line of said TRACT 2, 120.00 ft.
- (003) thence S 27°12'37" along a Northwest line of said TRACT 2, 2411.43 ft. to the exact Northwest point of that certain tract, as conveyed to said Pinellas County, as recorded in said G.R. 4228, Pages 28-37, PARCEL "B", the same being a Point of Curvature;
- (004) thence southeasterly and southerly, 325.25 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 533.25 ft., through a central angle of 48°32'01", a chord bearing S 1°27'28" W, 302.17 ft. to a Point of Tangency;
- (005) thence S 87°23'41" along said West line, 216.88 ft. to a Point of Intersection with the Northwest line of lands, as described in G.R. 4124, Page 487, public records of Pinellas County;
- (006) thence S 50°26'14" along said Northwest line, 137.81 ft. to the most Easterly corner thereof;
- (007) thence S 27°12'37" along the Southeast line thereof, 57.92 ft. to the exact Southerly corner thereof;
- (008) thence N 50°26'21" along the Southeast line thereof, 38.06 ft. to a Point of Intersection with said West line of PARCEL "B";
- (009) thence S 87°23'41" along said West line of PARCEL "B", 2774.28 ft. to a Point of Curvature;
- (010) thence southeasterly, 1432.75 ft. along the arc of a curve, the same being said West line of PARCEL "B", concave to the northeast, having a radius of 1172.53 ft., through a central angle of 87°52'58", a chord bearing S 43°15'45" E, 1342.79 ft. to a Point of Compound Curvature;
- (011) thence southeasterly, southerly, and east southeasterly, 319.43 ft. along the arc of a curve, starting said West line of PARCEL "B", concave to the northwest, having a radius of 100.00 ft., through a central angle of 88°22'47", a chord bearing N 87°41'17" E, 111.16 ft. to a Point of Tangency;
- (012) thence N 20°31'28" E, 777.44 ft. to a Point of Curvature;
- (013) thence northeasterly, east northeasterly, 424.48 ft. along the arc of a curve, concave to the southeast, having a radius of 428.00 ft., through a central angle of 90°00'00", a chord bearing N 61°21'24" E, 431.83 ft. to a Point of Tangency;
- (014) thence S 27°28'24" E, 252.37 ft.
- (015) thence N 80°31'28" E, 436.12 ft. to a Point of Curvature;
- (016) thence easterly, northeasterly, and northerly, 137.65 ft. along the arc of a curve, concave to the northwest, having a radius of 100.00 ft., through a central angle of 90°00'00", a chord bearing N 29°31'28" E, 161.42 ft. to a Point of Tangency;
- (017) thence N 87°23'41" E, 513.93 ft. to a Point of Intersection with a Northwest line of said PARCEL "A";

- (018) thence S 27°28'24" E, 436.12 ft.
- (019) thence N 87°23'41" E, 436.12 ft.
- (020) thence S 27°28'24" E, 436.12 ft.
- (021) thence N 87°23'41" E, 436.12 ft.
- (022) thence S 27°28'24" E, 436.12 ft.
- (023) thence N 87°23'41" E, 436.12 ft.
- (024) thence S 27°28'24" E, 436.12 ft.
- (025) thence N 87°23'41" E, 436.12 ft.
- (026) thence S 27°28'24" E, 436.12 ft.
- (027) thence N 87°23'41" E, 436.12 ft.
- (028) thence S 27°28'24" E, 436.12 ft.
- (029) thence N 87°23'41" E, 436.12 ft.
- (030) thence S 27°28'24" E, 436.12 ft.
- (031) thence N 87°23'41" E, 436.12 ft.
- (032) thence S 27°28'24" E, 436.12 ft.
- (033) thence N 87°23'41" E, 436.12 ft.
- (034) thence S 27°28'24" E, 436.12 ft.
- (035) thence N 87°23'41" E, 436.12 ft.
- (036) thence S 27°28'24" E, 436.12 ft.
- (037) thence N 87°23'41" E, 436.12 ft.
- (038) thence S 27°28'24" E, 436.12 ft.
- (039) thence N 87°23'41" E, 436.12 ft.
- (040) thence S 27°28'24" E, 436.12 ft.
- (041) thence N 87°23'41" E, 436.12 ft.
- (042) thence S 27°28'24" E, 436.12 ft.
- (043) thence N 87°23'41" E, 436.12 ft.
- (044) thence S 27°28'24" E, 436.12 ft.
- (045) thence N 87°23'41" E, 436.12 ft.
- (046) thence S 27°28'24" E, 436.12 ft.
- (047) thence N 87°23'41" E, 436.12 ft.
- (048) thence S 27°28'24" E, 436.12 ft.
- (049) thence N 87°23'41" E, 436.12 ft.
- (050) thence S 27°28'24" E, 436.12 ft.
- (051) thence S 27°28'24" E, 436.12 ft.
- (052) thence N 87°23'41" E, 436.12 ft.
- (053) thence S 27°28'24" E, 436.12 ft.
- (054) thence N 87°23'41" E, 436.12 ft.
- (055) thence S 27°28'24" E, 436.12 ft.
- (056) thence N 87°23'41" E, 436.12 ft.
- (057) thence S 27°28'24" E, 436.12 ft.
- (058) thence N 87°23'41" E, 436.12 ft.
- (059) thence S 27°28'24" E, 436.12 ft.
- (060) thence N 87°23'41" E, 436.12 ft.
- (061) thence S 27°28'24" E, 436.12 ft.
- (062) thence N 87°23'41" E, 436.12 ft.
- (063) thence S 27°28'24" E, 436.12 ft.
- (064) thence N 87°23'41" E, 436.12 ft.
- (065) thence S 27°28'24" E, 436.12 ft.
- (066) thence N 87°23'41" E, 436.12 ft.
- (067) thence S 27°28'24" E, 436.12 ft.
- (068) thence N 87°23'41" E, 436.12 ft.
- (069) thence S 27°28'24" E, 436.12 ft.
- (070) thence N 87°23'41" E, 436.12 ft.
- (071) thence S 27°28'24" E, 436.12 ft.
- (072) thence N 87°23'41" E, 436.12 ft.
- (073) thence S 27°28'24" E, 436.12 ft.
- (074) thence N 87°23'41" E, 436.12 ft.
- (075) thence S 27°28'24" E, 436.12 ft.
- (076) thence N 87°23'41" E, 436.12 ft.
- (077) thence S 27°28'24" E, 436.12 ft.
- (078) thence N 87°23'41" E, 436.12 ft.
- (079) thence S 27°28'24" E, 436.12 ft.
- (080) thence N 87°23'41" E, 436.12 ft.
- (081) thence S 27°28'24" E, 436.12 ft.
- (082) thence N 87°23'41" E, 436.12 ft.
- (083) thence S 27°28'24" E, 436.12 ft.
- (084) thence N 87°23'41" E, 436.12 ft.
- (085) thence S 27°28'24" E, 436.12 ft.
- (086) thence N 87°23'41" E, 436.12 ft.
- (087) thence S 27°28'24" E, 436.12 ft.
- (088) thence N 87°23'41" E, 436.12 ft.
- (089) thence S 27°28'24" E, 436.12 ft.
- (090) thence N 87°23'41" E, 436.12 ft.
- (091) thence S 27°28'24" E, 436.12 ft.
- (092) thence N 87°23'41" E, 436.12 ft.
- (093) thence S 27°28'24" E, 436.12 ft.
- (094) thence N 87°23'41" E, 436.12 ft.
- (095) thence S 27°28'24" E, 436.12 ft.
- (096) thence N 87°23'41" E, 436.12 ft.
- (097) thence S 27°28'24" E, 436.12 ft.
- (098) thence N 87°23'41" E, 436.12 ft.
- (099) thence S 27°28'24" E, 436.12 ft.
- (100) thence N 87°23'41" E, 436.12 ft.
- (101) thence S 27°28'24" E, 436.12 ft.
- (102) thence N 87°23'41" E, 436.12 ft.
- (103) thence S 27°28'24" E, 436.12 ft.
- (104) thence N 87°23'41" E, 436.12 ft.
- (105) thence S 27°28'24" E, 436.12 ft.
- (106) thence N 87°23'41" E, 436.12 ft.
- (107) thence S 27°28'24" E, 436.12 ft.
- (108) thence N 87°23'41" E, 436.12 ft.
- (109) thence S 27°28'24" E, 436.12 ft.
- (110) thence N 87°23'41" E, 436.12 ft.
- (111) thence S 27°28'24" E, 436.12 ft.
- (112) thence N 87°23'41" E, 436.12 ft.
- (113) thence S 27°28'24" E, 436.12 ft.
- (114) thence N 87°23'41" E, 436.12 ft.
- (115) thence S 27°28'24" E, 436.12 ft.
- (116) thence N 87°23'41" E, 436.12 ft.
- (117) thence S 27°28'24" E, 436.12 ft.
- (118) thence N 87°23'41" E, 436.12 ft.
- (119) thence S 27°28'24" E, 436.12 ft.
- (120) thence N 87°23'41" E, 436.12 ft.
- (121) thence S 27°28'24" E, 436.12 ft.
- (122) thence N 87°23'41" E, 436.12 ft.
- (123) thence S 27°28'24" E, 436.12 ft.
- (124) thence N 87°23'41" E, 436.12 ft.
- (125) thence S 27°28'24" E, 436.12 ft.
- (126) thence N 87°23'41" E, 436.12 ft.
- (127) thence S 27°28'24" E, 436.12 ft.
- (128) thence N 87°23'41" E, 436.12 ft.
- (129) thence S 27°28'24" E, 436.12 ft.
- (130) thence N 87°23'41" E, 436.12 ft.
- (131) thence S 27°28'24" E, 436.12 ft.
- (132) thence N 87°23'41" E, 436.12 ft.
- (133) thence S 27°28'24" E, 436.12 ft.
- (134) thence N 87°23'41" E, 436.12 ft.
- (135) thence S 27°28'24" E, 436.12 ft.
- (136) thence N 87°23'41" E, 436.12 ft.
- (137) thence S 27°28'24" E, 436.12 ft.
- (138) thence N 87°23'41" E, 436.12 ft.
- (139) thence S 27°28'24" E, 436.12 ft.
- (140) thence N 87°23'41" E, 436.12 ft.
- (141) thence S 27°28'24" E, 436.12 ft.
- (142) thence N 87°23'41" E, 436.12 ft.
- (143) thence S 27°28'24" E, 436.12 ft.
- (144) thence N 87°23'41" E, 436.12 ft.
- (145) thence S 27°28'24" E, 436.12 ft.
- (146) thence N 87°23'41" E, 436.12 ft.
- (147) thence S 27°28'24" E, 436.12 ft.
- (148) thence N 87°23'41" E, 436.12 ft.
- (149) thence S 27°28'24" E, 436.12 ft.
- (150) thence N 87°23'41" E, 436.12 ft.
- (151) thence S 27°28'24" E, 436.12 ft.
- (152) thence N 87°23'41" E, 436.12 ft.
- (153) thence S 27°28'24" E, 436.12 ft.
- (154) thence N 87°23'41" E, 436.12 ft.
- (155) thence S 27°28'24" E, 436.12 ft.
- (156) thence N 87°23'41" E, 436.12 ft.
- (157) thence S 27°28'24" E, 436.12 ft.
- (158) thence N 87°23'41" E, 436.12 ft.
- (159) thence S 27°28'24" E, 436.12 ft.
- (160) thence N 87°23'41" E, 436.12 ft.
- (161) thence S 27°28'24" E, 436.12 ft.
- (162) thence N 87°23'41" E, 436.12 ft.
- (163) thence S 27°28'24" E, 436.12 ft.
- (164) thence N 87°23'41" E, 436.12 ft.
- (165) thence S 27°28'24" E, 436.12 ft.
- (166) thence N 87°23'41" E, 436.12 ft.
- (167) thence S 27°28'24" E, 436.12 ft.
- (168) thence N 87°23'41" E, 436.12 ft.
- (169) thence S 27°28'24" E, 436.12 ft.
- (170) thence N 87°23'41" E, 436.12 ft.
- (171) thence S 27°28'24" E, 436.12 ft.
- (172) thence N 87°23'41" E, 436.12 ft.
- (173) thence S 27°28'24" E, 436.12 ft.
- (174) thence N 87°23'41" E, 436.12 ft.
- (175) thence S 27°28'24" E, 436.12 ft.
- (176) thence N 87°23'41" E, 436.12 ft.
- (177) thence S 27°28'24" E, 436.12 ft.
- (178) thence N 87°23'41" E, 436.12 ft.
- (179) thence S 27°28'24" E, 436.12 ft.
- (180) thence N 87°23'41" E, 436.12 ft.
- (181) thence S 27°28'24" E, 436.12 ft.
- (182) thence N 87°23'41" E, 436.12 ft.
- (183) thence S 27°28'24" E, 436.12 ft.
- (184) thence N 87°23'41" E, 436.12 ft.
- (185) thence S 27°28'24" E, 436.12 ft.
- (186) thence N 87°23'41" E, 436.12 ft.
- (187) thence S 27°28'24" E, 436.12 ft.
- (188) thence N 87°23'41" E, 436.12 ft.
- (189) thence S 27°28'24" E, 436.12 ft.
- (190) thence N 87°23'41" E, 436.12 ft.
- (191) thence S 27°28'24" E, 436.12 ft.
- (192) thence N 87°23'41" E, 436.12 ft.
- (193) thence S 27°28'24" E, 436.12 ft.
- (194) thence N 87°23'41" E, 436.12 ft.
- (195) thence S 27°28'24" E, 436.12 ft.
- (196) thence N 87°23'41" E, 436.12 ft.
- (197) thence S 27°28'24" E, 436.12 ft.
- (198) thence N 87°23'41" E, 436.12 ft.
- (199) thence S 27°28'24" E, 436.12 ft.
- (200) thence N 87°23'41" E, 436.12 ft.

of the Pinellas Bayway, said point hereinafter being related to as REFERENCE POINT "A", the same being S 33°25'48"E, 2397.02 ft. from said REFERENCE POINT "A".

- (103) thence S 72°13'22"W along said West line, 251.16 ft. to a point hereinafter referred to as REFERENCE POINT "A";
- (104) thence continuing along said West line S 1°26'38"E, 788.00 ft.;
- (105) thence S 87°47'43"W departing said West line, 674.81 ft.;
- (106) thence S 47°47'13"W, 713.21 ft.;
- (107) thence S 72°41'18"W, 818.23 ft.;
- (108) thence S 67°31'23"W, 828.23 ft.;
- (109) thence N 67°25'28"W, 874.88 ft.;
- (110) thence N 66°30'45"W, 806.87 ft.;
- (111) thence N 67°46'21"W, 883.21 ft.;
- (112) thence N 67°35'45"W, 845.25 ft.;
- (113) thence N 72°33'13"W, 350.87 ft. to a Point on Curve, a radial to said point being S 85°03'40"E;
- (114) thence northwesterly, 7854.38 ft. along the arc of a curve, concave to the east, having a radius of 28500 ft., through a central angle of 16°28'14", a chord bearing N 0°18'17"E, 7818.00 ft. to a Point of Tangency;
- (115) thence N 72°33'13"W, 218.28 ft.;
- (116) thence N 63°31'51"E, 774.81 ft.;
- (117) thence S 50°00'58"E, 563.85 ft.;
- (118) thence S 03°00'00"E, 267.93 ft. to the Northeast corner of that certain tract, as described in O.R. 8075, Pgs. 1116-1118, public records of Pinellas County;
- (119) thence N 87°00'00"W along the North line thereof, 113.01 ft.;
- (120) thence N 70°00'00"W along the Northeast line thereof, 390.32 ft. to the most Northerly corner thereof;
- (121) thence S 20°00'00"W along the Northeast line thereof, 770.00 ft. to the most Westerly corner thereof;
- (122) thence S 78°00'00"E along the Southwest line thereof, 402.84 ft. to a Point of Intersection with a Southeast line of lands, as described in O.R. 8075, Pgs. 1116-1118, public records of Pinellas County;
- (123) thence S 84°45'12"E along said Southwest line of lands, as described in O.R. 8075, Pgs. 1116-1118, 244.33 ft.;
- (124) thence S 76°37'07"E along said Southwest line of lands, as described in O.R. 8075, Pgs. 1116-1118, 189.76 ft. to a Point of Intersection with said Southwest line of lands, as described in O.R. 8075, Pgs. 1116-1118;
- (125) thence S 87°29'45"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;
- (126) thence N 73°02'05"E along the Southeast line thereof and along the Southeast line of said lands, as described in O.R. 8075, Pgs. 1116-1118, 353.83 ft. to the Southeast corner of that certain island No. 3, as shown in BULKHEAD PIAY BOOK 1, Page 14, public records of Pinellas County;
- (127) thence along the bulkhead line according to said BULKHEAD PIAY BOOK 1, Page 14, the following course calls (128) through (140):
- (128) thence West, 21.47 ft. to a Point on Curve, a radial to said point being S 45°31'49"E;
- (129) thence northwesterly, northerly and northwesterly, 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°15'31", a chord bearing N 07°27'24" E, 95.48 ft. to a Point of Tangency;
- (130) thence N 23°05'34"W, 238.08 ft. to a Point of Curvature;
- (131) thence northwesterly, northerly and northwesterly, 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°08'18", a chord bearing N 65°32'37" W, 19.89 ft. to a Point of Tangency;
- (132) thence N 18°01'24"E, 44.39 ft. to a Point of Curvature;
- (133) thence northwesterly and northerly, 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 73°12'30", a chord bearing N 53°27'50" E, 38.21 ft. to a Point of Tangency;
- (134) thence S 88°48'57"E, 130.72 ft. to a Point of Curvature;
- (135) thence southerly and southeasterly, 22.14 ft. along the arc of a curve, concave to the southeast, 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, 77.67 ft. to a Point of Curvature;
- (137) thence southeasterly, 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°49'53", a chord bearing S 21°05'48" E, 12.67 ft. to a Point of Tangency;
- (138) thence S 08°11'41"E, 80.53 ft. to a Point of Curvature;
- (139) thence southerly, 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 16°40'51", a chord bearing S 01°38'25" W, 8.82 ft. to a Point of Tangency;
- (140) thence S 02°28'40"W, 215.70 ft. to that certain POINT "A", TERRA VERDE UNIT TWO Subdivision, according to plat thereof, as recorded in Plat Book 62, Pgs. 85-88, public records of Pinellas County;
- Thence along the Terra Verde Unit Two Subdivision, the same being the West line of said TERRA VERDE UNIT TWO Subdivision, the following course calls (141) through (158):
- (141) thence S 29°10'41"W, 154.26 ft.;
- (142) thence S 27°28'27"W, 97.28 ft.;
- (143) thence S 25°18'14"W, 85.90 ft.;
- (144) thence S 27°30'49"W, 161.72 ft.;
- (145) thence S 24°10'40"W, 83.26 ft.;
- (146) thence S 23°47'00"W, 180.92 ft.;
- (147) thence S 29°14'00"W, 189.90 ft.;
- (148) thence S 06°01'02"W, 101.50 ft.;
- (149) thence S 06°38'21"E, 77.90 ft.;
- (150) thence S 23°05'47"W, 71.13 ft.;
- (151) thence S 13°00'14"W, 98.59 ft.;
- (152) thence S 24°38'03"W, 183.42 ft.;
- (153) thence S 01°02'08"E, 103.48 ft.;
- (154) thence S 12°41'28"E, 147.81 ft.;
- (155) thence S 18°15'23"W, 24.32 ft.;
- (156) thence S 03°35'43"W, 123.65 ft. to the POINT OF BEGINNING.

LESS AND EXCEPT the portion thereof, lying 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 53°57'23"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, Pgs. 28-37, PARCEL "B", a distance of 223.81 ft. for POINT OF BEGINNING, PARCEL ONE;
- (157) thence continue along said Northwest line N 53°57'23"E, 307.46 ft. to a point hereinafter referred to as REFERENCE POINT "A";
- (158) thence S 07°28'31"E, 883.45 ft. to a Point of Curvature;
- (159) thence southeasterly, westerly and southwesterly, 157.08 ft. along the arc of a curve, concave to the northwest, having a radius of 100.00 ft., through a central angle of 93°00'00", a chord bearing S 35°31'28"W, 141.42 ft. to a Point of Tangency;
- (160) thence S 43°31'28"W, 100.00 ft. to a Point of Curvature;
- (161) thence southeasterly, westerly and southwesterly, 157.08 ft. along the arc of a curve, concave to the northwest, having a radius of 100.00 ft., through a central angle of 93°00'00", a chord bearing N 67°28'31"W, 141.42 ft. to a Point of Tangency;
- (162) thence N 03°26'34"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°27'25"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 28-37, PARCEL "B", a distance of 187.71 ft. for POINT OF BEGINNING, PARCEL TWO;

(163)thence continue along said Northwest line N 53°27'25"E, 307.48 ft. to a point hereinafter referred to as REFERENCE POINT "E";

(164)thence S 07°28'34"E, 1008.48 ft. to a Point of Curvature;

(165)thence southeasterly, westerly and southwesterly, 187.08 ft. along the arc of a curve, concave to the northwest, having a radius of 100.00 ft., through a central angle of 90°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 southwesterly, westerly and northwesterly, 157.08 ft. along the arc of a curve, concave to the northwest, having a radius of 100.00 ft., through a central angle of 90°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, 838.45 ft. to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT PARCEL THREE:

Commencing at previously established REFERENCE POINT "E", run N 53°27'25"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 28-37, PARCEL "B", a distance of 187.71 ft. for POINT OF BEGINNING, PARCEL THREE;

(169)thence continue along said Northwest line N 53°27'25"E, 333.42 ft. to a point hereinafter referred to as REFERENCE POINT "F";

(170)thence S 07°28'34"E, 1313.48 ft. to a Point of Curvature;

(171)thence southeasterly, westerly and southwesterly, 157.08 ft. along the arc of a curve, concave to the northwest, having a radius of 100.00 ft., through a central angle of 90°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 southwesterly, westerly and northwesterly, 157.08 ft. along the arc of a curve, concave to the northwest, having a radius of 100.00 ft., through a central angle of 90°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°27'25"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 28-37, PARCEL "B", a distance of 187.71 ft. for POINT OF BEGINNING, PARCEL FOUR;

(175)thence continue along said Northwest line N 53°27'25"E, for a distance of 761.48 ft. to a Point of Curvature;

(176)thence southwesterly and southwesterly, 332.13 ft. along the arc of a curve, concave southeast, having a radius of 300.00 ft., through a central angle of 63°23'59", a chord bearing S 27°14'26"W, 313.43 ft. to a Point of Tangency;

(177)thence S 09°28'34"E, 1000.73 ft.;

(178)thence N 80°31'26"E, 228.56 ft. to a Point of Curvature;

(179)thence easterly and southeasterly, 115.85 ft. along the arc of a curve, concave to the south, having a radius of 100.00 ft., through a central angle of 66°22'27", a chord bearing S 88°17'21"E, 102.47 ft. to a Point of Compound Curvature;

(180)thence southeasterly, 115.87 ft. along the arc of a curve, concave to the southwest, having a radius of 1845.79 ft., through a central angle of 93°28'44", a chord bearing S 31°25'45"E, 115.86 ft. to a Point of Compound Curvature;

(181)thence southeasterly, southerly, and southwesterly, 192.48 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 27°21'01"W, 161.11 ft. to a Point of Tangency;

(182)thence S 80°31'26"W, 268.67 ft.;

(183)thence S 09°28'34"E, 150.00 ft.;

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

(185)thence southerly, and southwesterly, 141.50 ft. along the arc of a curve, concave to the southwest, having a radius of 100.00 ft., through a central angle of 80°37'41", a chord bearing S 50°59'43"E, 128.84 ft. to a Point of Compound Curvature;

(186)thence southeasterly, 106.33 ft. along the arc of a curve, concave to the southwest, having a radius of 1245.79 ft., through a central angle of 93°07'45", a chord bearing S 16°56'59"E, 106.32 ft. to a Point of Compound Curvature;

(187)thence southeasterly, southerly and southwesterly, 187.39 ft. along the arc of a curve, concave to the northwest, having a radius of 100.00 ft., through a central angle of 82°54'32", a chord bearing S 27°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 southwesterly, westerly and northwesterly, 187.08 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 54°28'34"W, 141.42 ft. to a Point of Tangency;

(190)thence N 09°28'34"W, 1128.08 ft. to a Point of Curvature;

(191)thence northerly and northwesterly, 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 27°14'26"E, 103.14 ft. to a Point of Tangency;

(192)thence N 53°27'25"E, 111.01 ft. to a Point of Curvature;

(193)thence northwesterly, easterly and southeasterly, 203.43 ft. along the arc of a curve, concave to the southwest, having a radius of 100.00 ft., through a central angle of 110°34'01", a chord bearing S 67°45'31"E, 178.13 ft. to a Point of Tangency;

(194)thence S 09°28'34"E, 878.08 ft.;

(195)thence N 80°31'26"E, 150.00 ft.;

(196)thence N 09°28'34"W, 1438.31 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, 450.83 ft. for POINT OF BEGINNING, PARCEL FIVE;

(197)thence S 14°29'53"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. 4929, Pages 28-37, PARCEL "B", a distance of 822.55 ft. to a Point of Curvature;

(198)thence southeasterly, southerly and southwesterly, 166.14 ft. along the arc of a curve, the same being said East line, concave to the northeast, having a radius of 100.00 ft., through a central angle of 87°11'21", a chord bearing S 32°25'47"W, 147.48 ft. to a Point of Tangency;

(199)thence S 80°31'26"W along a South line of said PARCEL "B", 3788.59 ft. to a Point of Curvature;

(200)thence westerly, continuing along said South line, 301.24 ft. along the arc of a curve, concave to the north, having a radius of 1150.85 ft., through a central angle of 18°00'00", a chord bearing S 86°01'26"W, 300.50 ft. to a Point of Tangency;

(201)thence continuing along said South line N 84°28'34"W, 632.67 ft. to a Point of Curvature;

(202)thence departing said South line, northwesterly, southerly and southeasterly, 203.74 ft. along the arc of a curve, concave to the east, having a radius of 100.00 ft., through a central angle of 115°00'00", a chord bearing N 28°58'24"W, 168.58 ft. to a Point of Tangency;

- (203) thence N 30°31'25"E, 593.00 ft. to a Point of Curvature;
 (204) thence northwesterly and easterly, 238.06 ft. along the arc of a curve, concave to the southeast, having a radius of 120.00 ft. through a central angle of 62°00'00", a chord bearing N 51°31'24"E, 228.02 ft. to a Point of Tangency;
 (205) thence S 87°28'34"E, 370.00 ft.;
 (206) thence N 80°31'25"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 southeast, having a radius of 100.00 ft. through a central angle of 84°48'33", a chord bearing S 87°09'15"E, 134.57 ft. to the POINT OF BEGINNING, PARCEL FIVE.

ALSO LESS AND EXCEPT:

That certain tract, as conveyed in T.A.F. DEED NO. 18984, the same being conveyed to Pinellas County, a political subdivision of the State of Florida, as recorded in O.R. 4318, Pages 29-37, public records of Pinellas County, and being described as follows:

The unsurveyed and small southerly island in the group of islands known as the Reefs, north of and across Bunker Pass from the reef northwesterly point of Magnet Key and the Southeast of Summer Point Key, lying and being in what would be if surveyed, Township 32 South, Ranges 15 and 16 East, measuring approximately 3.85 acres. Further described as:
 Latitude 27°28'08" North,
 Longitude 82°44'21" West,
 Approximate dimensions:
 Length 250 feet north-south and southeast
 Width Average 172 feet north-south and southwest

ALSO LESS AND EXCEPT:

That certain tract, as conveyed in T.A.F. DEED NO. 21075, the same being conveyed, as recorded in O.R. 4319, Pages 487-493, 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 87°27'24"W, 2280 feet; thence N 60°00'37"E, 2410 feet to a intersection with the High Water line of the Gulf of Mexico with Easterly Shore line of the northern end of the Reefs, known as Panama Key, as shown on U.S. Coast and Geodetic Survey Chart No. 506, dated January 1914, said Key lying south of and adjacent to the "South Channel", and opposite and south of "Shall Key"; thence N 30°33'W, 150 feet; thence S 35°27'W, 2800 feet to a Point of Beginning; thence S 50°33'E, 500 feet; thence S 35°27'W, 87.12 feet; thence N 50°33'E, 500 feet; thence N 30°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. 2091, Pages 287-288, 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 Governmental Lot 1 of said Section 30, run West 829.43 ft.; thence N 75°15'15"W, 1408.62 ft. to a Point of Beginning; thence N 55°59'00"W, 458.18 ft.; thence N 45°57'51"E, 789.47 ft.; thence S 40°13'30"E, 363.51 ft.; thence S 17°42'00"W, 618.03 ft. to the Point of Beginning.

ALSO LESS AND EXCEPT:

That certain tract, as recorded in O.R. 7817, 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 Governmental Lot 1 of said Section 30, run West along the South line of said Governmental Lot 1, a distance of 829.43 ft. more or less, to the mean high water mark of Boca Ciega Bay; thence N 67°42'07"W, a distance of 601.68 ft. to the P.O.B. of the parcel hereinafter described; from said P.O.B. run N 44°20'34"W, a distance of 811.09 ft.; thence N 17°42'00"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 430.00 ft.; thence S 44°30'34"E, a distance of 1283.01 ft.; thence S 35°07'30"W, a distance of 580.00 ft. to the P.O.B.

ALSO LESS AND EXCEPT:

That certain tract, as recorded in Deed Book 1117, Pages 508-520, public records of Pinellas County, Florida, being described as follows:

From the Northwest Corner of Section 8, Township 32 South, Range 16 East, Pinellas County, Florida, run S 65°49'57"E, 21,050 ft.; thence S 70°20'W, 300 ft.; thence S 01°57'E, 460 ft.; thence S 68°10'W, 400 ft.; thence S 55°25'W, 856 ft.; S 35°40'W, 600 ft. to a Point of Beginning; thence from said Point of Beginning run S 24°14'E, 1210 ft.; thence S 55°30'W, 300 ft.; thence N 28°22'W, 1840 ft.; thence N 65°01'42"E, 6412.20 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.