

## CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase of Real Property (“Contract”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 between PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("SELLER"), and CARIBBEAN ISLES OWNER, L.L.C., a Delaware limited liability company, whose address is c/o Murex Properties, LLC, 12629 New Brittany Blvd, Bldg. 16, Ft. Myers, Florida 33907 ("BUYER"). BUYER and SELLER are jointly referred to throughout this agreement as the “Parties”.

### WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the Parties agree as follows:

1. DESCRIPTION OF THE PROPERTY: In consideration of the payment hereinafter agreed to be paid by the BUYER to the SELLER, and in consideration of the covenants of the respective parties hereto, the SELLER does hereby agree to sell and the BUYER does hereby agree to buy the property further described in the legal description contained in Exhibit “A”, which is attached hereto and fully incorporated herein, together with all development rights, littoral, riparian rights, and subject to all easements, restrictions and zoning regulations of record, (the “Property”).

2. EASEMENTS: The closing of this Contract is contingent upon BUYER executing and delivering to the Seller the two (2) drainage easements and the two (2) utility easements as specified in Exhibit “B”, which is attached hereto and fully incorporated herein.

3. PURCHASE PRICE: BUYER agrees to purchase the Property and the SELLER agrees to sell the Property for Two Thousand Two Hundred Fifty and 00/100 Dollars (\$2,250.00) subject to adjustment and proration upon closing as hereinafter provided, payable by certified funds or wire transfer funds at Closing (“Purchase Price”).

4. EFFECTIVE DATE: The effective date of this Contract shall be the date when the contract is approved and executed by both Parties (“Effective Date”).

5. CLOSING DATE: This transaction shall be closed ("Closing Date" or "Closing")) on or before thirty (30) days after the expiration of the Due Diligence Period as specified in Article 9 of this Contract unless extended by mutual written agreement of the Parties. In the event BUYER is not able to close on the Property for any reason within this thirty (30) day period, BUYER may make a written request to have the Closing Date deferred for an additional forty-five (45) days. Such a request will be granted upon the reasonable discretion of the SELLER.

6. CLOSING DOCUMENTS: Closing documents shall be available to the Parties for review ten (10) days prior to Closing, including the Deed to be authorized and executed by SELLER in a form reasonably acceptable to the Title Company, conveying the Property to BUYER, subject to any and all easements and restriction of record, and any other documents necessary for the closing of this transaction.

7. PLACE OF CLOSING: Closing shall be conducted by the Title Company at a mutually agreeable date, time and place, or remotely by electronic transmission.

8. TAXES, FEES, ASSESSMENTS, CLOSING COSTS: BUYER shall only be responsible for the payment of taxes, fees, and special assessments due on the Property from the Closing Date and subsequent years thereafter. Any outstanding taxes for prior years and pro-rated taxes for the current year in which this Contract is made shall be paid by the SELLER, by separate check at closing to “Pinellas County Tax Collector.” Documentary stamp taxes on the Deed due at Closing will be paid by the BUYER, as SELLER is exempt from paying State documentary stamps taxes pursuant to Florida Statutes §201.02. Values for recording purposes shall be the Purchase Price set out herein. Remaining closing costs shall be paid by SELLER.

9. DUE DILIGENCE/INSPECTION: BUYER shall have the right, within thirty (30) days of the Effective Date of this Contract, and prior to Closing (“Due Diligence Period”), to send

or to come upon the Property at reasonable times, with its independent contractors, employees, engineers, and/or other personnel to inspect and conduct testing upon the Property to determine whether the Property is acceptable to BUYER. BUYER shall repair any damage to the Property caused by BUYER or its agents as a result of such inspections. Neither this provision, nor any other provision in this Contract, shall be construed as a waiver of SELLER's sovereign immunity pursuant to Florida Statutes § 768.28.

10. RIGHT TO CANCEL: BUYER, in its reasonable discretion, may cancel this Contract at any time within the Due Diligence Period, based upon the findings of any and all inspections, reports, tests and the results thereof, and/or other such information to the extent that the same indicate an issue with or condition of the Property that has or could reasonably be expected to have a material adverse impact on the Property, or BUYER's interest therein. If BUYER determines that the Property is not acceptable, BUYER shall notify the SELLER in writing of its intent to cancel the Contract on or before the expiration date of the Due Diligence Period. Notice shall be given in accordance with Article 20 of this Contract.

11. POSSESSION: SELLER represents that at the time of Closing there will be no parties in possession other than SELLER and SELLER agrees to deliver possession of the Property.

12. TITLE EVIDENCE: Ten (10) days prior to the Closing Date, BUYER may, at BUYER'S discretion and expense, obtain a title insurance commitment (the "Title Report") issued by a First American Title Insurance Company (the "Title Company") agreeing to issue to BUYER an owner's policy of title insurance in the amount of the Purchase Price insuring BUYER'S good and marketable title to the Property, subject only to those standard exceptions appearing in the owner's title policy, which from the BUYER'S standpoint do not unduly affect title and those items which shall be discharged by SELLER at or before the Closing Date. If defect(s) render title uninsurable, SELLER will have ninety (90) days from receipt of notice within which to remove said defect(s), which shall automatically extend the Closing Date a like amount of time and if SELLER is unsuccessful in removing them, BUYER shall have the option of either accepting the

title as it then is or BUYER and SELLER shall be released, as to one another, of all further obligations under this Contract.

13. SURVEY: BUYER may procure a survey at BUYER's sole expense.

14. TIME: Time is of the essence as to this Contract. Any reference herein to time periods shall refer to calendar days, and any time period provided for herein which shall end on a Saturday, Sunday or County or legal holiday shall extend to 5:00 p.m. of the next full business day.

15. RESTRICTIONS, EASEMENTS, AND LIMITATIONS: BUYER shall take title subject to: zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; plat or other subdivision restrictions; easements of record and any permits to which the Property may be subject.

16. SUCCESSORS AND ASSIGNS: This Contract may not be assigned by BUYER without SELLER's prior written consent, which consent may be given or withheld by SELLER in its sole discretion. The covenants, provisions and agreements herein contained, shall in every case be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns, except that the BUYER's right to assign its interest under this Contract shall be subject to the written consent of SELLER as provided herein.

17. DEFAULT: Unless otherwise agreed to in writing the following applies 1) If BUYER fails to perform any of the covenants and agreements set herein, BUYER is in default, and SELLER may terminate this Contract, rendering it null and void, and the Parties shall be relieved of any and all further obligations and liabilities to each other under this Contract. 2) If SELLER fails to perform any of the SELLER's covenants and agreements set forth in this Contract as specified herein, SELLER is in default and BUYER may terminate this Contract, rendering it null and void, and the Parties shall be relieved of any and all further obligations and liabilities to each other under this Contract.

18. OTHER AGREEMENTS; CONSTRUCTION OF THIS CONTRACT: No other agreements or representations shall be binding upon BUYER or SELLER unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the Parties unless made in writing and executed by both of the Parties. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of Contract in conflict therewith as long as both Parties agree in writing to same by initials of authorized agents. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

19. RELATIONSHIP OF THE PARTIES: Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, or a partnership or joint venture between the Parties, and nothing contained herein shall be deemed to create any relationship other than the relationship of BUYER and SELLER.

20. NOTICES: Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be deemed to have been properly given and received when delivered in fact to the other proper party or when deposited if sent by United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or by air express mail, such as Federal Express, whether accepted or refused, to the address set out below or at such other address as is specified by written notice so given in accordance herewith. Notices may also be given by electronic transmission and shall be deemed to have been given and received on the date of such transmission. All notices and requests required or authorized hereunder shall be delivered as aforesaid to the representative Parties as follows:

As to SELLER:

Pinellas County Real Estate Division  
Attn: Real Property Manager  
509 East Avenue South  
Clearwater, FL 33756  
Telephone: (727) 464-3496  
Fax: (727) 464-5251

As to BUYER:

c/o Murex Properties  
12629 New Brittany Blvd, Building 16  
Fort Myers, FL 33907  
Telephone: (239) 790-0004

With a copy not constituting notice to:  
Kurt S. Gleeson, Esq.  
Stinson LLP  
100 South Ashley Drive, Suite 500  
Tampa, FL 33602  
(727) 423-2005

21. DISCLOSURE OF BENEFICIAL INTERESTS: If title to the Property is held by a partnership, limited partnership, corporation, trust, or any form of representative capacity whatever for others, SELLER shall, upon execution and delivery of this Contract, comply with Florida Statutes § 286.23, unless otherwise provided by state law, and simultaneous with the delivery of this Contract, shall deliver to BUYER an affidavit, made under oath and subject to the penalties prescribed for perjury, stating the name and address of the affiant and the name and address of every person having a beneficial interest in the Property, however small or minimal.

22. BROKER: SELLER and BUYER represent and warrant to each other that neither party has engaged a real estate broker with respect to sale and purchase of the Property.

23. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity of any other provision of this Contract, and the Contract shall be amended only to the extent necessary to bring it within the requirements of the law.

24. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation, shall be in Pinellas County, Florida, or the nearest location having jurisdiction.

25. WAIVER: The waiver or failure to enforce any provision of this Contract shall not operate as a waiver of any future breach of such provision or any other provision hereof. No waiver shall be binding unless executed in writing by the party making the waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party shall not be deemed a waiver of said term, covenant, or condition.

26. CONFIDENTIALITY: With the exception of disclosures required pursuant to Florida's Public Records Act, the Contract and the terms of the proposed transaction will be kept confidential to the extent permitted by law.

27. ENTIRE AGREEMENT: This Contract as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the Parties as hereinbefore stated.

THE BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY  
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have fully executed this Contract the day and year first above written.

SIGNED AND DELIVERED  
IN THE PRESENCE OF:

Executed by BUYER on: 11/26/2024

WITNESSES:

[Signature]  
Print Name: LATINA SCOTT

[Signature]  
Print Name: Susan Carol Granger

CARIBBEAN ISLES OWNER, L.L.C.,  
a Delaware limited liability company

By: [Signature]

Print Name: JAMES WILLIAMS

Title: VICE PRESIDENT

Executed by SELLER on: \_\_\_\_\_

ATTEST: KEN BURKE  
Clerk of the Circuit Court

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

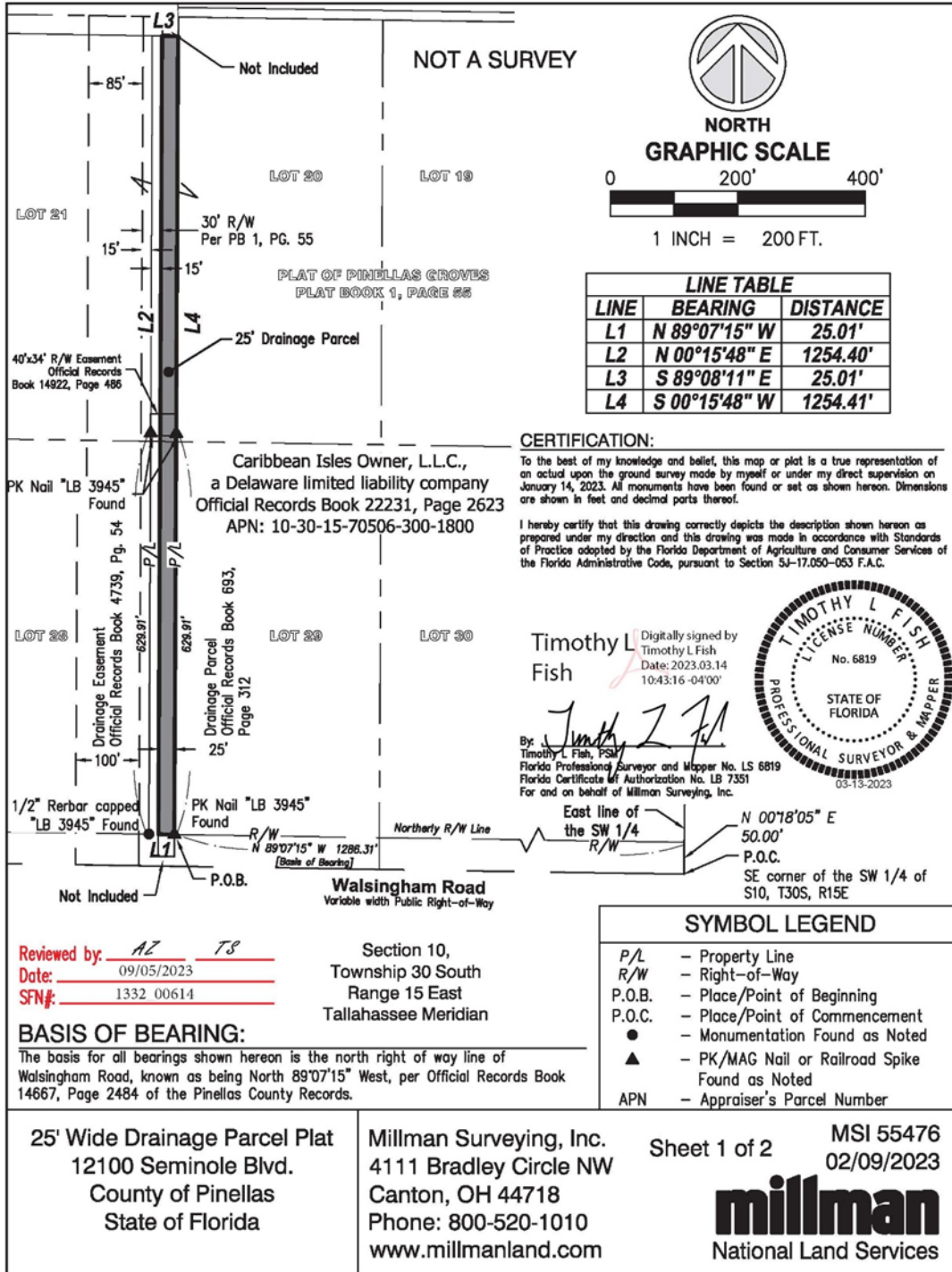
PINELLAS COUNTY, FLORIDA,  
by and through its Board of County  
Commissioners

By: \_\_\_\_\_  
Brian Scott, Chairman

(Official Seal)



# EXHIBIT A



25' WIDE DRAINAGE PARCEL

Situated in the State of Florida, County of Pinellas, Section 10, Township 30 South, Range 15 East, Tallahassee Meridian, being a portion of the 25' Wide Drainage Parcel recorded in Official Records Book 693, Page 312, being part of Lots 20 and 29, the Pinellas Groves Subdivision according to the plat thereof as recorded in Plat Book 1, Page 55; all deed and plat references refer to the public records of Pinellas County, Florida and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 10, Township 30 South, Range 15 East;

Thence North 00°18'05" East, along the East line of the SW quarter of said Section 10, a distance of 50.00 feet to a point on the northerly right of way line of Walsingham Road (variable in width);

Thence North 89°07'15" West, along the said northerly right of way line, a distance of 1286.31 feet to a found PK Nail "LB 3945" at a southwest corner of Caribbean Isles Owner, L.L.C. tract, at the Point of Beginning for this description;

Thence along a portion of said 25' wide drainage parcel, the following courses:

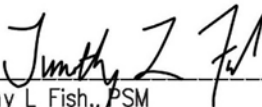
North 89°07'15" West, continuing along the said right of way line, a distance of 25.01 feet to a point on said 25' wide drainage parcel;

North 00°15'48" East, a distance of 1254.40 feet to a point on said 25' wide drainage parcel and a point on a 15 foot projection to the east of the northerly line of said Caribbean Isles Owner, L.L.C. tract;

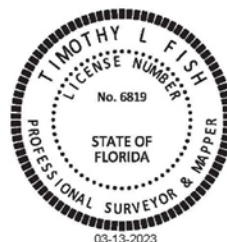
South 89°08'11" East, along the projection of the said north line, a distance of 25.01 feet to a point on said 25' wide drainage parcel and on a west line of said Caribbean Isles Owner, L.L.C. tract;

South 00°15'48" West, along the said west line, a distance of 1254.41 feet to the Point of Beginning and containing 31,365 square feet or 0.720 acre.

The basis of bearing is based on a bearing of North 89°07'15" West for the north right of way line of Walsingham Road per Official Records Book 14667, Page 2484.

By:  Timothy L Fish  
Timothy L Fish, PSM  
Florida Professional Surveyor and Mapper No. LS 6819  
Florida Certificate of Authorization No. LB 7351  
For and on behalf of Millman Surveying, Inc.

Digitally signed by  
Timothy L Fish  
Date: 2023.03.14  
10:43:56 -04'00'



**EXHIBIT "B"**  
**EASEMENTS FOR EXECUTION BY BUYER AT CLOSING**

PTV: Caribbean MHP  
Prepared by and return to:  
Real Property Division  
Attn: Amanda Gillespie  
509 East Avenue South  
Clearwater, FL 33756

**DRAINAGE EASEMENT**

THIS DRAINAGE EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between CARIBBEAN ISLES OWNER, L.L.C., a Delaware limited liability company, as the owner of the property located at 12100 Seminole Boulevard, Seminole Florida 33778 ("Grantor") and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("Grantee").

**WITNESSETH**

Grantor, for and in consideration of One Dollar (\$1.00), the premises and mutual covenants, terms, conditions, and restrictions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, a perpetual, non-exclusive drainage easement ("Easement"), over and across the following described property, located in Pinellas County, Florida, to wit:

**The lands described by legal description in Exhibit "A", attached hereto and fully incorporated herein ("Easement Area").**

TO HAVE AND TO HOLD said Easement unto said Grantee forever, subject to the following conditions:

1. Grantor hereby warrants and covenants that (a) Grantor is the owner of the fee simple title to the property in which the Easement Area is located, and that (b) Grantor has full right and lawful authority to grant and convey this Easement to the Grantee.

2. The grant of this Easement allows Grantee quiet enjoyment of the Easement Area to the extent that Grantor's use and/or activity does not impede or interfere with rights conveyed to Grantee herein. Grantor shall ensure that no trees, shrubs, brush, or any other structures that may obstruct flow or prohibit Grantee's access shall be allowed within the Easement Area. Notwithstanding the foregoing, Grantee agrees that the grant of such easement shall be subject in all

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respects to Grantor's right to use and operate the Grantor's property as a manufactured housing community, and that all existing and/or permitted improvements located within the Easement Area shall be permitted to remain in their existing locations and shall be permitted to be replaced from time to time in the same locations without interference or objection from Grantee. Grantee shall promptly execute such further assurances of the foregoing from time to time as may be reasonably requested by Grantor in connection with any applications for permits and related matters. Subject to the provisions of §768.28 Florida Statutes, as now in effect or as may be amended from time to time, Grantee shall promptly repair any damage to the Easement Area at Grantee's sole cost and expense, including, without limitation, any damage to improvements owned by Grantor or Grantor's residents that are permitted to be located within the Easement Area pursuant to this paragraph. Grantee shall notify Grantor via electronic mail at [sadler@murexproperties.com](mailto:sadler@murexproperties.com), [frederick.klein@us.dlapiper.com](mailto:frederick.klein@us.dlapiper.com) and [meagan.ekimoff@us.dlapiper.com](mailto:meagan.ekimoff@us.dlapiper.com) (or such other notice party as Grantor may designate from time to time upon notice to Grantee) at least 10 days in advance of any work on the Facilities or otherwise within the Easement Area outside of routine maintenance and repairs. To the extent that Grantee requires access to the Easement Area to install, inspect, maintain and repair the Facilities as provided for in this agreement, Grantee agrees to use commercially reasonable efforts to minimize any disruption and interference to Grantor or Grantor's residents, and any work that will disrupt or interfere with Grantor or its residents use of or access to the community amenities or mobile homes shall require the prior consent of the Grantor in all respects, other than temporary disruptions in the ordinary course of routine maintenance and repair work.

3. The rights conveyed to Grantee by this Easement specifically include: (a) the right to install, inspect, maintain and repair all current County stormwater drainage facilities under, over, and upon the Easement Area; (b) subject to Section 2 above, the right to remove sediment, vegetation, and any other blockages within the Easement Area that may prevent the flow of water through the stormwater facilities; and (c) the right for the Grantee's employees, agents, assigns and contractors to have ingress and egress across the Grantor's property to the Easement Area as may be reasonably required to access the stormwater facilities for the purposes provided in this agreement.

**EXHIBIT "B"**  
**EASEMENTS FOR EXECUTION BY BUYER AT CLOSING**

4. Except for those acts reasonably necessary to accomplish the purposes of this Easement, Grantee also covenants not to do any acts or things which it could reasonably expect to cause damage to Grantor's property, including the Easement Area.

5. Each party shall be responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and their officers, employees, contractors, agents, invitees. Nothing herein shall be construed as a waiver of any defense or further limitation of Grantee's sovereign immunity or further limitation thereof beyond §768.28 Florida Statutes, as now in effect or as may be amended from time to time, nor construed as consent to be sued by third parties in any manner arising out of this Drainage Easement.

6. This Easement shall run with the land and is binding upon successors in interest of the Grantee.

SIGNATURE PAGE TO FOLLOW

**EXHIBIT "B"**  
**EASEMENTS FOR EXECUTION BY BUYER AT CLOSING**

IN WITNESS WHEREOF, the Grantor has fully executed this Easement the day and year first written above.

**SIGNED AND DELIVERED IN THE PRESENCE OF:**

**WITNESSES:**

**GRANTOR:**

**CARIBBEAN ISLES OWNER, L.L.C.**, a  
Delaware limited liability company

\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness

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

\_\_\_\_\_  
Print Name of 1<sup>st</sup> Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address of 1<sup>st</sup> Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Witness

\_\_\_\_\_  
Print Name of 2<sup>nd</sup> Witness

\_\_\_\_\_  
Print Address of 2<sup>nd</sup> Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ for Caribbean Isles Owner, L.L.C., a Delaware limited liability company, on behalf of the company.

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

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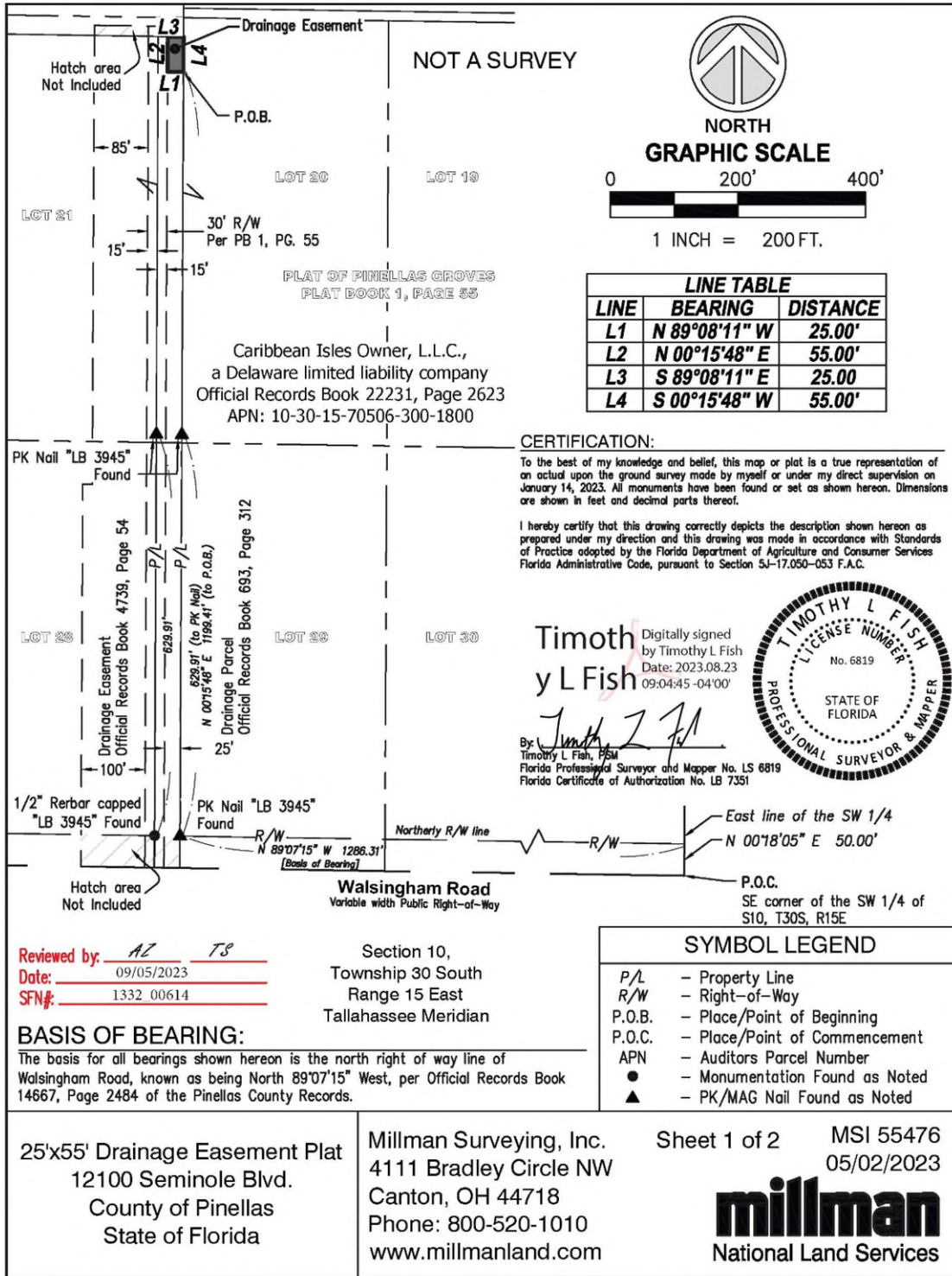
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Print, Type, or Stamp Commissioned  
Name of Notary Public



**EXHIBIT "B"**  
**EASEMENTS FOR EXECUTION BY BUYER AT CLOSING**

EXHIBIT A





**EXHIBIT "B"**  
**EASEMENTS FOR EXECUTION BY BUYER AT CLOSING**

**25' x 55' DRAINAGE EASEMENT (P801A)**

Situated in the State of Florida, County of Pinellas, Section 10, Township 30 South, Range 15 East, Tallahassee Meridian, being part of Lot 20, the Pinellas Groves Subdivision of the Southwest 1/4 of said Section 10, according to the plat thereof as recorded in Plat Book 1, Page 55; all deed and plat references refer to the public records of Pinellas County, Florida and described as follows:

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Thence North 89°07'15" West, along the said northerly right of way line, a distance of 1286.31 feet to a found PK Nail "LB 3945" at a southwest corner of Caribbean Isles Owner, L.L.C. tract as recorded in Official Records Book 22231, Page 2623;

Thence North 00°15'48" East, along a 25' wide drainage parcel as recorded in Official Records Book 693, Page 312, a distance of 1199.41 feet to the Point of Beginning;

Thence along said drainage easement the following courses:

North 89°08'11" West, a distance of 25.00 feet, to a point on said 25' drainage parcel;

North 00°15'48" East, a distance of 55.00 feet to a point on the Easterly prolongation of the Northerly line of said Caribbean Isles Owner, L.L.C tract;

South 89°08'11" East, along said Easterly prolongation, a distance of 25.00 feet to a point on said 25' drainage parcel;

South 00°15'48" West, along said 25' drainage parcel, a distance of 55.00 feet to the Point of Beginning and containing 1,375 square feet or 0.031 acres more or less.

The basis of bearing is based on a bearing of North 89°07'15" West for the north right of way line of Walsingham Road per Official Records Book 14667, Page 2484.

By: Timothy L Fish  
Timothy L Fish PSM  
Florida Professional Surveyor and Mapper No. LS 6819  
Florida Certificate of Authorization No. LB 7351



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Prepared by and return to:  
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Attn: Amanda Gillespie  
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**The lands described by legal description in Exhibit "A", attached hereto and fully incorporated herein ("Easement Area").**

TO HAVE AND TO HOLD said Easement unto said Grantee forever, subject to the following conditions:

1. Grantor hereby warrants and covenants that (a) Grantor is the owner of the fee simple title to the property in which the Easement Area is located, and that (b) Grantor has full right and lawful authority to grant and convey this Easement to the Grantee.

2. The grant of this Easement allows Grantee quiet enjoyment of the Easement Area to the extent that Grantor's use and/or activity does not impede or interfere with rights conveyed to Grantee herein. Grantor shall ensure that no trees, shrubs, brush, or any other structures that may obstruct flow or prohibit Grantee's access shall be allowed within the Easement Area. Notwithstanding the foregoing, Grantee agrees that the grant of such easement shall be subject in all

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3. The rights conveyed to Grantee by this Easement specifically include: (a) the right to install, inspect, maintain and repair all current County stormwater drainage facilities under, over, and upon the Easement Area; (b) subject to Section 2 above, the right to remove sediment, vegetation, and any other blockages within the Easement Area that may prevent the flow of water through the stormwater facilities; and (c) the right for the Grantee's employees, agents, assigns and contractors to have ingress and egress across the Grantor's property to the Easement Area as may be reasonably required to access the storm water facilities for the purposes provided in this agreement.

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4. Except for those acts reasonably necessary to accomplish the purposes of this Easement, Grantee also covenants not to do any acts or things which it could reasonably expect to cause damage to Grantor's property, including the Easement Area.

5. Each party shall be responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and their officers, employees, contractors, agents, invitees. Nothing herein shall be construed as a waiver of any defense or further limitation of Grantee's sovereign immunity or further limitation thereof beyond §768.28 Florida Statutes, as now in effect or as may be amended from time to time, nor construed as consent to be sued by third parties in any manner arising out of this Drainage Easement.

6. This Easement shall run with the land and is binding upon successors in interest of the Grantee.

SIGNATURE PAGE TO FOLLOW

**EXHIBIT "B"**  
**EASEMENTS FOR EXECUTION BY BUYER AT CLOSING**

IN WITNESS WHEREOF, the Grantor has fully executed this Easement the day and year first written above.

**SIGNED AND DELIVERED IN THE PRESENCE OF:**

**WITNESSES:**

**GRANTOR:**

**CARIBBEAN ISLES OWNER, L.L.C.**, a  
Delaware limited liability company

\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness

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

\_\_\_\_\_  
Print Name of 1<sup>st</sup> Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address of 1<sup>st</sup> Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Witness

\_\_\_\_\_  
Print Name of 2<sup>nd</sup> Witness

\_\_\_\_\_  
Print Address of 2<sup>nd</sup> Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ for Caribbean Isles Owner, L.L.C., a Delaware limited liability company, on behalf of the company.

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced: \_\_\_\_\_

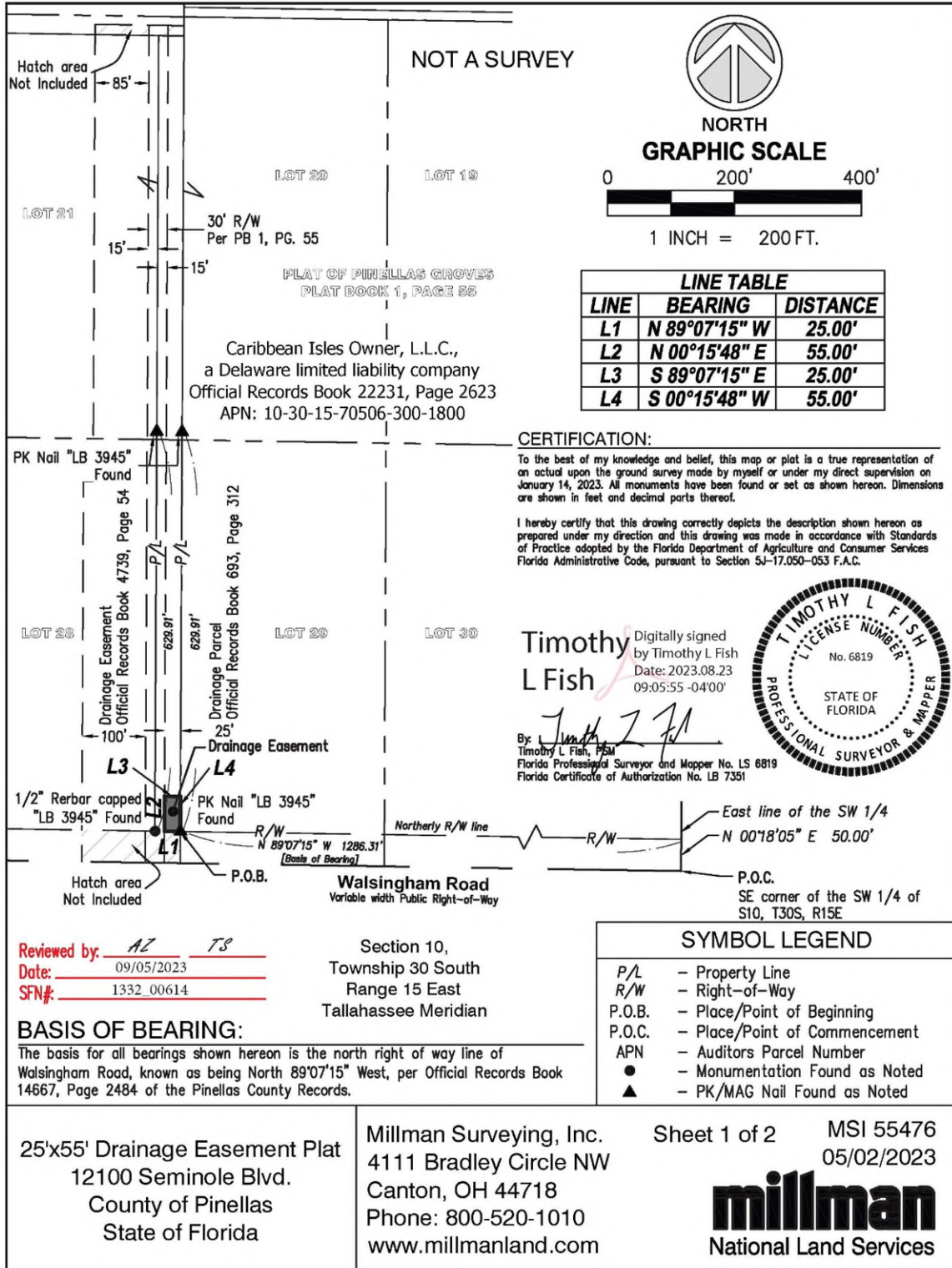
\_\_\_\_\_  
Signature of Notary Public

**EXHIBIT "B"**  
**EASEMENTS FOR EXECUTION BY BUYER AT CLOSING**

Print, Type, or Stamp Commissioned  
Name of Notary Public



EXHIBIT A



25' x 55' DRAINAGE EASEMENT (P801B)

Situated in the State of Florida, County of Pinellas, Section 10, Township 30 South, Range 15 East, Tallahassee Meridian, being part of Lots 29, the Pinellas Groves Subdivision of the Southwest 1/4 of said Section 10, according to the plat thereof as recorded in Plat Book 1, Page 55; all deed and plat references refer to the public records of Pinellas County, Florida and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 10, Township 30 South, Range 15 East;

Thence North 00°18'05" East, along the East line of the SW quarter of said Section 10, a distance of 50.00 feet to a point on the northerly right of way line of Walsingham Road (variable in width);

Thence North 89°07'15" West, along the said northerly right of way line, a distance of 1286.31 feet to a found PK Nail "LB 3945" at a southwest corner of Caribbean Isles Owner, L.L.C. tract as recorded in Official Records Book 22231, Page 2623 and the Point of Beginning;

Thence along said drainage easement the following courses:

North 89°07'15" West, to a point on a 25' drainage parcel as recorded in Official Records Book 693, Page 312, a distance of 25.00 feet;

North 00°15'48" East, a distance of 55.00 feet to a point;

South 89°07'15" East, a distance of 25.00 feet to a point on said 25' drainage parcel;

South 00°15'48" West, along said 25' drainage parcel, a distance of 55.00 feet to the Point of Beginning and containing 1,375 square feet or 0.031 acres more or less.

The basis of bearing is based on a bearing of North 89°07'15" West for the north right of way line of Walsingham Road per Official Records Book 14667, Page 2484.

By: Timothy L Fish  
Timothy L Fish, PSM  
Florida Professional Surveyor and Mapper No. LS 6819  
Florida Certificate of Authorization No. LB 7351





PTV: Caribbean MHP  
Prepared by and return to:  
Real Property Division  
Attn: Amanda Gillespie  
509 East Avenue South  
Clearwater, FL 33756

## UTILITY EASEMENT

THIS UTILITY EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between CARIBBEAN ISLES OWNER, L.L.C., a Delaware limited liability company, as the owner of the property located at 12100 Seminole Boulevard, Seminole Florida 33778 (“Grantor”) and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 (“Grantee”).

### WITNESSETH

Grantor, for and in consideration of One Dollar (\$1.00), the premises and mutual covenants, terms, conditions, and restrictions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, a perpetual, non-exclusive utility easement (“Easement”), over and across the following described property, located in Pinellas County, Florida, to wit:

**The lands described by legal description in Exhibit “A”, attached hereto and fully incorporated herein ("Easement Area").**

TO HAVE AND TO HOLD said Easement unto said Grantee forever, subject to the following conditions:

1. Grantor hereby warrants and covenants that (a) Grantor is the owner of the fee simple title to the property in which the Easement Area is located, and that (b) Grantor has full right and lawful authority to grant and convey this Easement to the Grantee.

2. The grant of this Easement allows Grantee quiet enjoyment of the Easement Area to the extent that such use does not interfere with the rights granted herein. Grantor shall ensure that no trees, shrubs, brush, or any other structures that may impede or prohibit Grantee’s access shall be allowed within the Easement Area. Notwithstanding the foregoing, Grantee agrees that the grant of such easement shall be subject in all respects to Grantor’s right to use and operate the Grantor’s

property as a manufactured housing community, and that all existing and/or permitted improvements located within the Easement Area, including but not limited to existing mobile homes and community amenities and amenities to be constructed pursuant to Pinellas County, Florida Permit BC-NEW-00004, shall be permitted to remain in their existing locations and shall be permitted to be replaced from time to time in the same locations without interference or objection from Grantee. Grantee shall promptly execute such further assurances of the foregoing from time to time as may be reasonably requested by Grantor in connection with any applications for permits and related matters. Subject to the provisions of §768.28 Florida Statutes, as now in effect or as may be amended from time to time, Grantee shall promptly repair any damage to the Easement Area at Grantee's sole cost and expense, including, without limitation, any damage to improvements owned by Grantor or Grantor's residents that are permitted to be located within the Easement Area pursuant to this paragraph. Grantee shall notify Grantor via electronic mail at sadler@murexproperties.com, frederick.klein@us.dlapiper.com and meagan.ekimoff@us.dlapiper.com (or such other notice party as Grantor may designate from time to time upon notice to Grantee) at least 10 days in advance of any work on the Facilities or otherwise within the Easement Area outside of routine maintenance and repairs. To the extent that Grantee requires access to the Easement Area to install, inspect, maintain and repair the Facilities as provided for in this agreement, Grantee agrees to use commercially reasonable efforts to minimize any disruption and interference to Grantor or Grantor's residents, and any work that will disrupt or interfere with Grantor or its residents use of or access to the community amenities or mobile homes shall require the prior consent of the Grantor in all respects, other than temporary disruptions in the ordinary course of routine maintenance and repair work.

3. The rights conveyed to Grantee by this Easement specifically include: (a) the right to install, inspect, maintain and repair all current County utility infrastructure ("Facilities") under, over, and upon the Easement Area; (b) subject to Section 2 above, the right to remove trees, limbs, undergrowth, and other physical objects which may endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; (c) the right for the Grantee's employees, agents, assigns and contractors to have ingress and egress across the Grantor's property to the Easement Area as may be reasonably required to access the Facilities for the purposes provided in this agreement.

4. Except for those acts reasonably necessary to accomplish the purposes of this Easement, Grantee also covenants not to do any acts or things which it could reasonably expect to cause damage to Grantor's property, including the Easement Area.

5. Each party shall be responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and their officers, employees, contractors, agents, invitees. Nothing herein shall be construed as a waiver of any defense or further limitation of Grantee's sovereign immunity or further limitation thereof beyond §768.28 Florida Statutes, as now in effect or as may be amended from time to time, nor construed as consent to be sued by third parties in any manner arising out of this Easement.

6. This Easement shall run with the land and is binding upon successors in interest of the Grantee.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Grantor has fully executed this Easement the day and year first written above.

**SIGNED AND DELIVERED IN THE PRESENCE OF:**

**WITNESSES:**

**GRANTOR:**

**CARIBBEAN ISLES OWNER, L.L.C.**, a Delaware limited liability company

\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness

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

\_\_\_\_\_  
Print Name of 1<sup>st</sup> Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address of 1<sup>st</sup> Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Witness

\_\_\_\_\_  
Print Name of 2<sup>nd</sup> Witness

\_\_\_\_\_  
Print Address of 2<sup>nd</sup> Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ for Caribbean Isles Owner, L.L.C., a Delaware limited liability company, on behalf of the company.

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

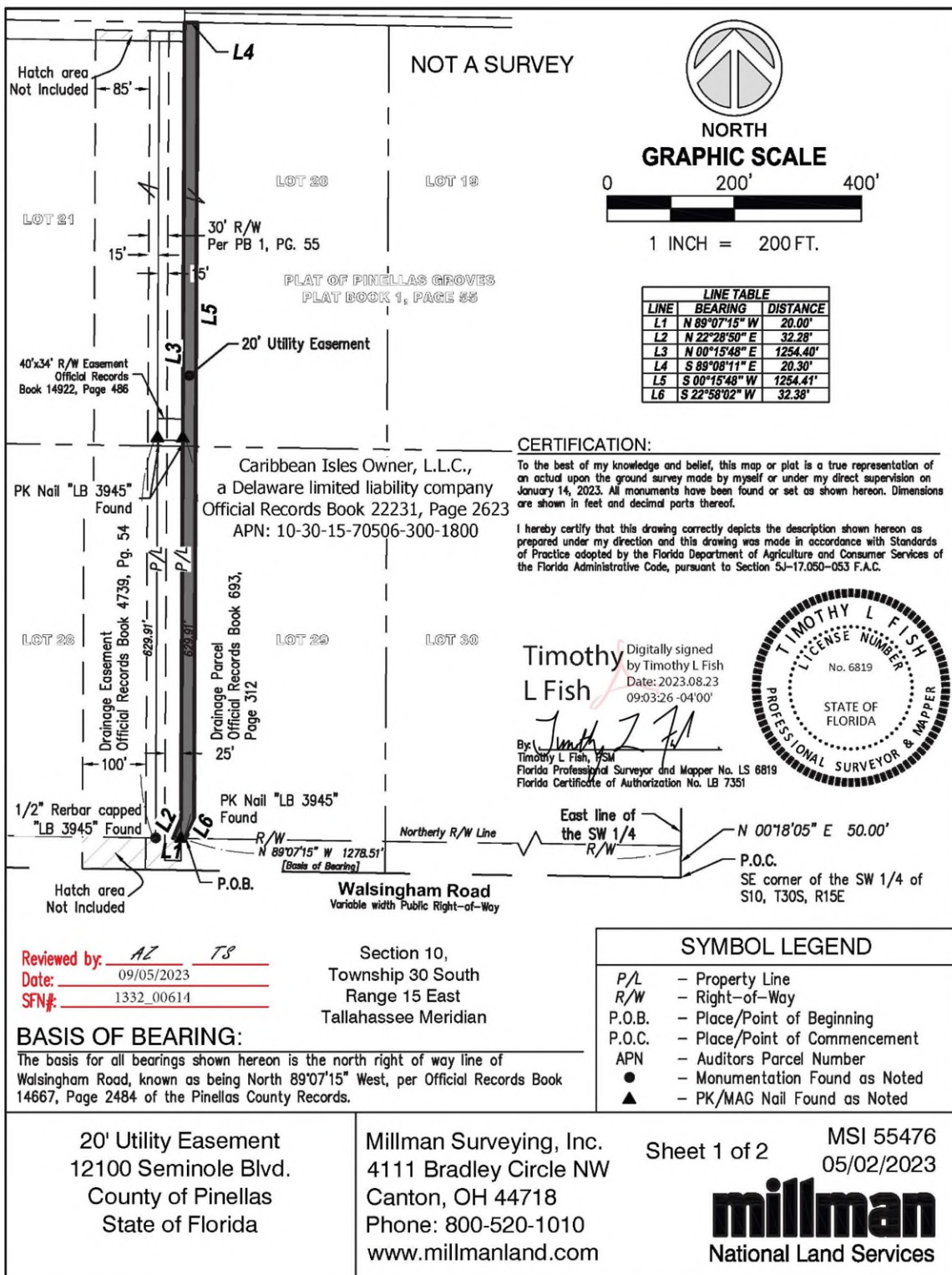
Type of Identification Produced: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_

Print, Type, or Stamp Commissioned  
Name of Notary Public

Exhibit A



20' UTILITY EASEMENT (P801C)

Situated in the State of Florida, County of Pinellas, Section 10, Township 30 South, Range 15 East, Tallahassee Meridian, being a portion of the 25' Wide Drainage Parcel recorded in Official Records Book 693, Page 312 and being part of Lots 20 and 29, the Pinellas Groves Subdivision of the Southwest 1/4 of said Section 10, according to the plat thereof as recorded in Plat Book 1, Page 55; all deed and plat references refer to the public records of Pinellas County, Florida and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 10, Township 30 South, Range 15 East;

Thence North 00°18'05" East, along the East line of the SW quarter of said Section 10, a distance of 50.00 feet to a point on the northerly right of way line of Walsingham Road (variable in width);

Thence North 89°07'15" West, along the said northerly right of way line, a distance of 1278.51 feet to the Point of Beginning;

Thence along said easement the following courses:

North 89°07'15" West, continuing along the said right of way line, a distance of 20.00 feet to a point;

North 22°28'50" East, a distance of 32.28 feet to a point on said 25' wide drainage parcel and a point on the Westerly line Caribbean Isles Owner, L.L.C. tract as recorded in Official Records Book 22231, Page 2623;

North 00°15'48" East, along said line, a distance of 1254.40 feet to a point on the Northerly line of said Caribbean Isles Owner, L.L.C. tract;

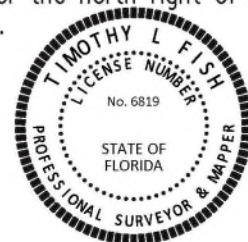
South 89°08'11" East, a distance of 20.30 feet to a point;

South 00°15'48" West, a distance of 1254.41 feet to a point;

South 22°58'02" West, a distance of 32.38 feet to the Point of Beginning and containing 26,061 square feet or 0.598 acre more or less.

The basis of bearing is based on a bearing of North 89°07'15" West for the north right of way line of Walsingham Road per Official Records Book 14667, Page 2484.

By: Timothy L Fish  
Timothy L Fish, PSM  
Florida Professional Surveyor and Mapper No. LS 6819  
Florida Certificate of Authorization No. LB 7351



**EXHIBIT "B"**  
**EASEMENTS FOR EXECUTION BY BUYER AT CLOSING**

MPTV: Caribbean MHP  
Prepared by and return to:  
Real Property Division  
Attn: Amanda Gillespie  
509 East Avenue South  
Clearwater, FL 33756

**UTILITY EASEMENT**

THIS UTILITY EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between CARIBBEAN ISLES OWNER, L.L.C., a Delaware limited liability company, as the owner of the property located at 12100 Seminole Boulevard, Seminole Florida 33778 ("Grantor") and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("Grantee").

**WITNESSETH**

Grantor, for and in consideration of One Dollar (\$1.00), the premises and mutual covenants, terms, conditions, and restrictions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, a perpetual, non-exclusive utility easement ("Easement"), over and across the following described property, located in Pinellas County, Florida, to wit:

**The lands described by legal description in Exhibit "A", attached hereto and fully incorporated herein ("Easement Area").**

TO HAVE AND TO HOLD said Easement unto said Grantee forever, subject to the following conditions:

1. Grantor hereby warrants and covenants that (a) Grantor is the owner of the fee simple title to the property in which the Easement Area is located, and that (b) Grantor has full right and lawful authority to grant and convey this Easement to the Grantee.

2. The grant of this Easement allows Grantee quiet enjoyment of the Easement Area to the extent that such use does not interfere with the rights granted herein. Grantor shall ensure that no trees, shrubs, brush, or any other structures that may impede or prohibit Grantee's access shall be allowed within the Easement Area. Notwithstanding the foregoing, Grantee agrees that the grant of such easement shall be subject in all respects to Grantor's right to use and operate the Grantor's



**EXHIBIT “B”**  
**EASEMENTS FOR EXECUTION BY BUYER AT CLOSING**

property as a manufactured housing community, and that all existing and/or permitted improvements located within the Easement Area, including but not limited to existing mobile homes and community amenities and amenities to be constructed pursuant to Pinellas County, Florida Permit BC-NEW-00004, shall be permitted to remain in their existing locations and shall be permitted to be replaced from time to time in the same locations without interference or objection from Grantee. Grantee shall promptly execute such further assurances of the foregoing from time to time as may be reasonably requested by Grantor in connection with any applications for permits and related matters. Subject to the provisions of §768.28 Florida Statutes, as now in effect or as may be amended from time to time, Grantee shall promptly repair any damage to the Easement Area at Grantee’s sole cost and expense, including, without limitation, any damage to improvements owned by Grantor or Grantor’s residents that are permitted to be located within the Easement Area pursuant to this paragraph. Grantee shall notify Grantor via electronic mail at sadler@murexproperties.com, frederick.klein@us.dlapiper.com and meagan.ekimoff@us.dlapiper.com (or such other notice party as Grantor may designate from time to time upon notice to Grantee) at least 10 days in advance of any work on the Facilities or otherwise within the Easement Area outside of routine maintenance and repairs. To the extent that Grantee requires access to the Easement Area to install, inspect, maintain and repair the Facilities as provided for in this agreement, Grantee agrees to use commercially reasonable efforts to minimize any disruption and interference to Grantor or Grantor’s residents, and any work that will disrupt or interfere with Grantor or its residents use of or access to the community amenities or mobile homes shall require the prior consent of the Grantor in all respects, other than temporary disruptions in the ordinary course of routine maintenance and repair work.

3. The rights conveyed to Grantee by this Easement specifically include: (a) the right to install, inspect, maintain and repair all current County utility infrastructure (“Facilities”) under, over, and upon the Easement Area; (b) subject to Section 2 above, the right to remove trees, limbs, undergrowth, and other physical objects which may endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; (c) the right for the Grantee’s employees, agents, assigns and contractors to have ingress and egress across the Grantor's property to the Easement Area as may be reasonably required to access the Facilities for the purposes provided in this agreement.

**EXHIBIT "B"**  
**EASEMENTS FOR EXECUTION BY BUYER AT CLOSING**

4. Except for those acts reasonably necessary to accomplish the purposes of this Easement, Grantee also covenants not to do any acts or things which it could reasonably expect to cause damage to Grantor's property, including the Easement Area.

5. Each party shall be responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and their officers, employees, contractors, agents, invitees. Nothing herein shall be construed as a waiver of any defense or further limitation of Grantee's sovereign immunity or further limitation thereof beyond §768.28 Florida Statutes, as now in effect or as may be amended from time to time, nor construed as consent to be sued by third parties in any manner arising out of this Easement.

6. This Easement shall run with the land and is binding upon successors in interest of the Grantee.

SIGNATURE PAGE TO FOLLOW

**EXHIBIT "B"**  
**EASEMENTS FOR EXECUTION BY BUYER AT CLOSING**

IN WITNESS WHEREOF, the Grantor has fully executed this Easement the day and year first written above.

**SIGNED AND DELIVERED IN THE PRESENCE OF:**

**WITNESSES:**

**GRANTOR:**

**CARIBBEAN ISLES OWNER, L.L.C.**, a  
Delaware limited liability company

\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness

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

\_\_\_\_\_  
Print Name of 1<sup>st</sup> Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address of 1<sup>st</sup> Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Witness

\_\_\_\_\_  
Print Name of 2<sup>nd</sup> Witness

\_\_\_\_\_  
Print Address of 2<sup>nd</sup> Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ for Caribbean Isles Owner, L.L.C., a Delaware limited liability company, on behalf of the company.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

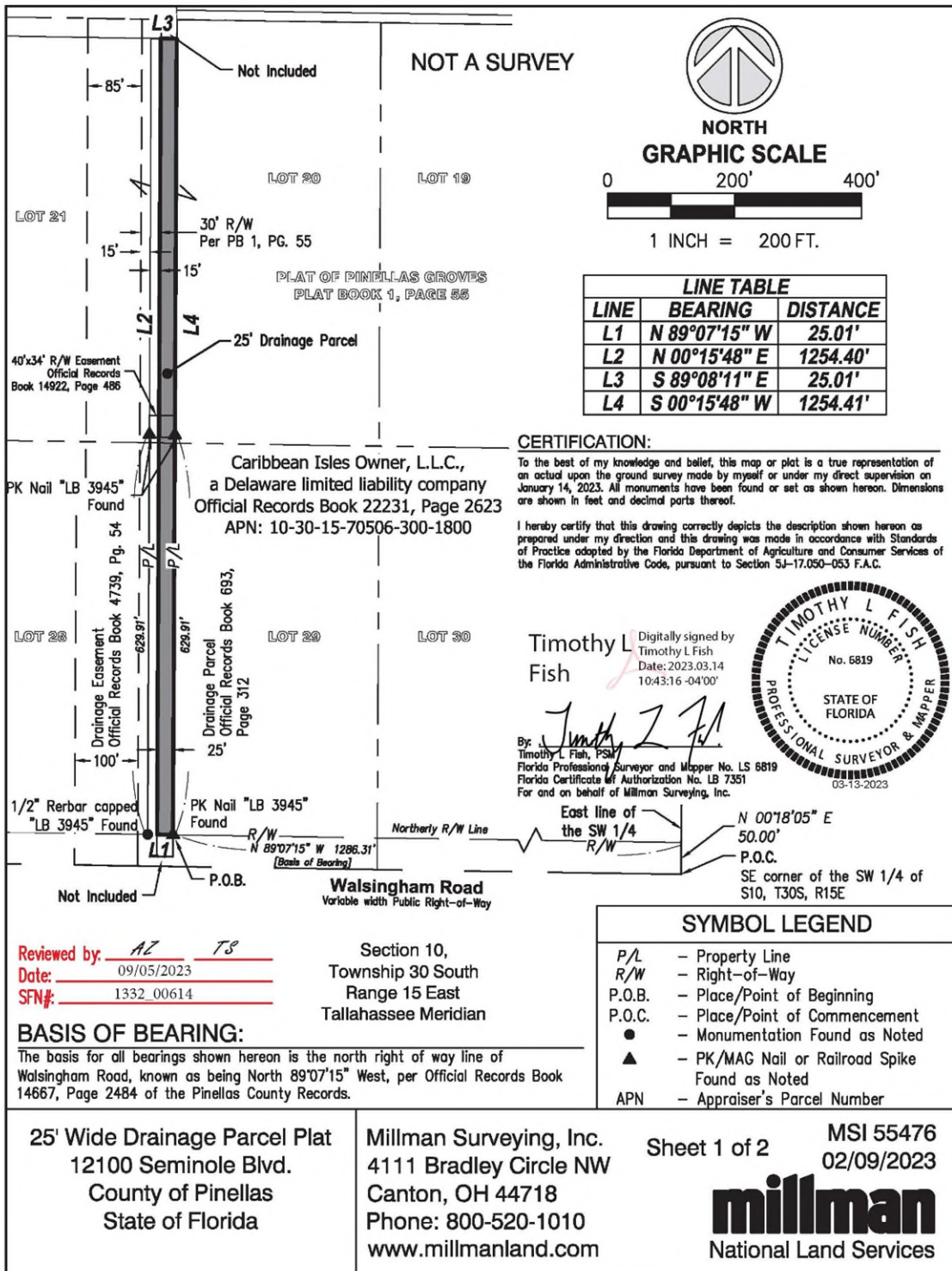
\_\_\_\_\_  
Signature of Notary Public

**EXHIBIT "B"**  
**EASEMENTS FOR EXECUTION BY BUYER AT CLOSING**

Print, Type, or Stamp Commissioned  
Name of Notary Public

**EXHIBIT "B"**  
**EASEMENTS FOR EXECUTION BY BUYER AT CLOSING**

**EXHIBIT A**



**EXHIBIT "B"**  
**EASEMENTS FOR EXECUTION BY BUYER AT CLOSING**

**25' WIDE DRAINAGE PARCEL**

Situated in the State of Florida, County of Pinellas, Section 10, Township 30 South, Range 15 East, Tallahassee Meridian, being a portion of the 25' Wide Drainage Parcel recorded in Official Records Book 693, Page 312, being part of Lots 20 and 29, the Pinellas Groves Subdivision according to the plat thereof as recorded in Plat Book 1, Page 55; all deed and plat references refer to the public records of Pinellas County, Florida and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 10, Township 30 South, Range 15 East;

Thence North 00°18'05" East, along the East line of the SW quarter of said Section 10, a distance of 50.00 feet to a point on the northerly right of way line of Walsingham Road (variable in width);

Thence North 89°07'15" West, along the said northerly right of way line, a distance of 1286.31 feet to a found PK Nail "LB 3945" at a southwest corner of Caribbean Isles Owner, L.L.C. tract, at the Point of Beginning for this description;

Thence along a portion of said 25' wide drainage parcel, the following courses:

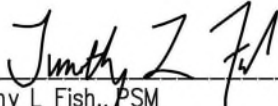
North 89°07'15" West, continuing along the said right of way line, a distance of 25.01 feet to a point on said 25' wide drainage parcel;

North 00°15'48" East, a distance of 1254.40 feet to a point on said 25' wide drainage parcel and a point on a 15 foot projection to the east of the northerly line of said Caribbean Isles Owner, L.L.C. tract;

South 89°08'11" East, along the projection of the said north line, a distance of 25.01 feet to a point on said 25' wide drainage parcel and on a west line of said Caribbean Isles Owner, L.L.C. tract;

South 00°15'48" West, along the said west line, a distance of 1254.41 feet to the Point of Beginning and containing 31,365 square feet or 0.720 acre.

The basis of bearing is based on a bearing of North 89°07'15" West for the north right of way line of Walsingham Road per Official Records Book 14667, Page 2484.

By:  Timothy L Fish  
Timothy L Fish, PSM  
Florida Professional Surveyor and Mapper No. LS 6819  
Florida Certificate of Authorization No. LB 7351  
For and on behalf of Millman Surveying, Inc.

Digitally signed by  
Timothy L Fish  
Date: 2023.03.14  
10:43:56 -04'00'

