

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("AGREEMENT") is dated Feb. 26, 2008, effective as provided in Section 5 of this Agreement, and entered into between TRISTAR-FS, LLC, a Missouri limited liability company ("OWNER"), its successors or assigns and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof ("COUNTY").

RECITALS:

- A. Sections 163.3220—163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("ACT"), authorize the COUNTY to enter into binding development agreements with persons having a legal or equitable interest in real property located within the unincorporated area of the County.
- B. Under Section 163.3223 of the ACT, the COUNTY has adopted Chapter 134, Article VII of Part III, the Pinellas County Land Development Code ("CODE"), establishing procedures and requirements to consider and enter into development agreements.
- C. OWNER owns of approximately 148.61 acres m.o.l. of real property ("PROPERTY") located at approximately 2201 Feather Sound Drive, in the unincorporated area of the COUNTY, more particularly described in Exhibit "A" attached hereto.
- D. The PROPERTY is located within the Residential Planned Development known as the "Feather Sound RPD," previously approved by COUNTY as Zoning Case # Z 899 (May 29, 1973), as amended.
- E. The PROPERTY is inclusive of three subparcels subject to this AGREEMENT ("SUBPARCEL A," "SUBPARCEL B," "SUBPARCEL C") totaling approximately 14.34 acres m.o.l. of real property more particularly described on Exhibit "B" attached hereto.
- F. Pursuant to the approved Master Plan for FEATHER SOUND RPD, 141 density units were allocated and remain available for development on SUBPARCEL B.
- G. To accommodate development as proposed on the CONCEPT PLAN ("CONCEPT PLAN"), shown on Exhibit "C" attached hereto and incorporated herein, OWNER desires to allocate 71 of the remaining density units to SUBPARCEL A through density averaging in accordance with COUNTY regulations.
- H. In consideration for approval of AGREEMENT, OWNER agrees to extinguish all rights to the remaining balance of units which otherwise would be eligible for development on SUBPARCELS B and C.
- I. OWNER desires to develop and use a portion of SUBPARCEL A for residential purposes in accordance with the future land use designation sought, with such development generally conforming to the CONCEPT PLAN.

J. The PROPERTY currently has land use designations of Residential Low Medium ("RLM") (Subparcels B and C), Commercial Recreation ("CR") (Subparcel A) and Recreation Open Space ("R/OS") and is zoned Residential Planned District-10 ("RPD-10").

K. OWNER has requested that the COUNTY place a land use designation of Residential Low ("RL") on approximately 6.4 acres m.o.l. of the Property (SUBPARCEL A).

L. The COUNTY supports this change in land use designation based upon the provisions of the AGREEMENT.

M. The COUNTY and OWNER have determined that it would be mutually beneficial to enter into a development agreement governing the matters set forth herein and have negotiated this AGREEMENT in accordance with the CODE and the ACT.

N. The COUNTY has found that the terms of this AGREEMENT are consistent with the Pinellas County Comprehensive Plan and the CODE.

STATEMENT OF AGREEMENT

In consideration of and in reliance upon the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound and in accordance with the ACT, agree as follows:

SECTION 1. -RECITALS The above recitals are true and correct and are a part of this AGREEMENT.

SECTION 2. INCORPORATION OF THE ACT This AGREEMENT is entered into in compliance with and under the authority of the CODE and the ACT, the terms of which as of the date of this AGREEMENT are incorporated herein by this reference and made a part of this AGREEMENT. Words used in this AGREEMENT without definition that are defined in the ACT shall have the same meaning in this AGREEMENT as in the ACT.

SECTION 3. PROPERTY SUBJECT TO THIS AGREEMENT The PROPERTY is subject to this AGREEMENT.

SECTION 4. OWNERSHIP The PROPERTY is owned in fee simple by Owner.

SECTION 5. EFFECTIVE DATE/DURATION OF THIS AGREEMENT

5.1 This AGREEMENT shall become effective as provided for by the ACT and shall be contingent upon obtaining final approval, and effectiveness of a land use designation of RL, as requested.

5.2 This AGREEMENT shall continue in effect until terminated as defined herein but for a period not to exceed five (5) years.

SECTION 6. OBLIGATIONS UNDER THIS AGREEMENT

6.1 Obligations of the Owner

6.1.1. Binding Obligations The obligations under this AGREEMENT shall be binding on OWNER, its successors or assigns.

6.1.2. Development Review Process At the time of development of the PROPERTY, OWNER will submit such applications and documentation as are required by law and shall comply with the County's CODE applicable at the time of development review.

6.1.3. Development Restrictions The following restrictions shall apply to development of the PROPERTY:

6.1.3.1 The PROPERTY shall be developed substantially in conformance with the Concept Plan.

6.1.3.2 The PROPERTY shall not exceed development of 71 residential units.

6.1.3.3 The proposed clubhouse building shall be constructed at least 150 feet from the existing residences to its west, as shown in the attached Concept Plan.

-6.1.3.4 Recording of Deed Restriction Prior to issuance of a building permit for the PROPERTY, OWNER shall record a deed restriction encumbering the PROPERTY, which deed restriction shall be approved as to form by the County Attorney (which approval shall not be unreasonably withheld) and which will generally describe the development limitations of this AGREEMENT. The deed restriction shall be perpetual and may be amended or terminated only with the consent of the COUNTY, which consent shall not be unreasonably withheld.

6.1.4 Density averaging. The OWNER shall average the density of Parcels A, B and C and shall use only 71 residential units on Subparcel A, as shown in the Concept Plan. OWNER shall extinguish the rights to all remaining units on Parcels B and C concurrent with approval of this AGREEMENT.

6.2. Obligations of the County

6.2.1. Concurrent with the approval of this AGREEMENT, the BOARD shall promptly process an amendment to the land use plan for the PROPERTY as set forth in Recital K above, all in accordance with the CODE.

6.2.2. County will promptly process site and construction plan applications for the PROPERTY that are consistent with the Concept Plan, the Comprehensive Plan and that meet the requirements of the CODE.

6.2.3. The final effectiveness of the redesignation referenced in Section 6.2.1. and this Development Agreement are subject to:

6.2.3.1. The provisions of Chapter 125 and 163, Florida Statutes, as they may govern such amendments; and

6.2.3.2. The expiration of any appeal periods or, if an appeal is filed, at the conclusion of such appeal.

6.2.4. The County hereby grants OWNER a special exception, pursuant to Code Sections 138-643 and 138-240(7), to allow overflow parking for the Clubhouse to be located in the proposed residential portion of the project, as shown on the Concept Plan.

6.2.5. The County hereby grants Owner a variance from Code Section 138-642(4)(c) such that the building distance between the future clubhouse structure and the proposed residential structures is reduced to 50 feet, as shown on the Concept Plan.

6.2.6. The County hereby grants OWNER a variance from Code Section 138-645(d)(1) and 138-645(d)(4) such that the minimum distance between proposed residential structures constructed within the subject Property is reduced to 17.5 feet, as shown on the Concept Plan.

SECTION 7. PUBLIC FACILITIES TO SERVICE DEVELOPMENT. The following public facilities are presently available to the PROPERTY from the sources indicated below. Development of the PROPERTY will be governed by the concurrency ordinance provisions applicable at the time of development approval. With respect to transportation, the concurrency provisions for the proposed development have been met.

- 7.1. Potable water from Pinellas County.
- 7.2. Sewer service from City of Largo.
- 7.3. Fire protection from City of Pinellas Park.
- 7.4. Drainage facilities for the parcel will be provided by OWNER.

SECTION 8. REQUIRED LOCAL GOVERNMENT PERMITS The required local government development permits for development of the PROPERTY include, without limitation, the following:

- 8.1. Site plan approval(s) and associated utility licenses and right-of-way utilization permits;

8.2. Construction plan approval(s);

8.3. Building permit(s); and

8.4. Certificate(s) of occupancy.

SECTION 9. CONSISTENCY The COUNTY finds that development of the PROPERTY consistent with the terms of this AGREEMENT is consistent with the Pinellas County Comprehensive Plan.

SECTION 10. TERMINATION

10.1 In the event of termination pursuant to the following contingencies, or the OWNER does not proceed with the development of Subparcel A of the PROPERTY in substantial conformance with the Concept Plan within five (5) years of the effective date of this Agreement, the COUNTY shall initiate the return of the PROPERTY to its current land use designation and current zoning.

10.2 If OWNER's obligations set forth in this AGREEMENT are not followed in a timely manner, as determined by the County Administrator, after notice to OWNER and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until OWNER has fulfilled its obligations. Failure timely to fulfill its obligations may serve as a basis for termination of this AGREEMENT by the COUNTY, at the discretion of the COUNTY and after notice to OWNER and an opportunity for OWNER to be heard.

SECTION 11. OTHER TERMS AND CONDITIONS

11.1. Except in the case of termination, until five (5) years after the date of this AGREEMENT, the PROPERTY shall not be subject to subsequently adopted laws and policies unless:

11.1.1 They are not in conflict with the laws and policies governing this AGREEMENT and do not prevent development of the land uses, intensities, or densities in the AGREEMENT;

11.1.2 That substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

11.1.3 They are essential to the public health, safety, or welfare, and expressly state that they shall apply to the development that is subject to a development agreement;

11.1.4 They are specifically anticipated and provided for in this Agreement;

11.1.5 The local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this AGREEMENT;

11.1.6 This Agreement is based on substantially inaccurate information provided by OWNER.

SECTION 12. COMPLIANCE WITH LAW The failure of this AGREEMENT to address any particular permit, condition, term or restriction shall not relieve OWNER from the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.

SECTION 13. NOTICES Notices and communications required or desired to be given under this Agreement shall be given to the parties by hand delivery, by nationally recognized overnight courier service such as Federal Express, or by certified mail, return receipt requested, addressed as follows (copies as provided below shall be required for proper notice to be given):

If to OWNER: Rodney Thomas
Tristar-FS, LLC
13397 Lakefront Drive, Suite 100
Earth City, MO 63045

With copy to: E.D. Armstrong III, Esq.
Johnson, Pope, Bokor, Ruppel & Burns, LLP
911 Chestnut St.
Clearwater, FL 33756

If to COUNTY: Pinellas County Board of County Commissioners
c/o County Administrator
315 Court St.
Clearwater, FL 33756

Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, or on the third (3rd) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

SECTION 14. RIGHT TO CURE OWNER will not be deemed to have failed to comply with the terms of this AGREEMENT until OWNER shall have received notice from the COUNTY of the alleged non-compliance and until the expiration of a reasonable period after receipt of such notice to cure such non-compliance. Whether the time period has been reasonable shall be based on the nature of the non-compliance and shall be determined in the sole judgment of the County Administrator, reasonably exercised.

SECTION 15. MINOR NON-COMPLIANCE OWNER will not be deemed to have failed to comply with the terms of this AGREEMENT in the event such non-compliance, in the judgment of the County Administrator, reasonably exercised, as a minor or inconsequential nature.

SECTION 16. COVENANT OF COOPERATION The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this AGREEMENT and in achieving the completion of development of the PROPERTY.

SECTION 17. APPROVALS Whenever an approval or consent is required under or contemplated by this AGREEMENT such approval or consent shall not be unreasonably withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing.

SECTION 18. COMPLETION OF AGREEMENT Upon the completion of performance of this AGREEMENT or its revocation or termination, a statement evidencing such completion, revocation or termination shall be signed by the parties hereto and recorded in the official records of the COUNTY.

SECTION 19. ENTIRE AGREEMENT This AGREEMENT (including any and all Exhibits attached hereto all of which are a part of this AGREEMENT to the same extent as if such Exhibits were set forth in full in the body of this AGREEMENT), constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof.

SECTION 20. CONSTRUCTION The titles, captions and section numbers in this AGREEMENT are inserted for convenient reference only and do not define or limit the scope or intent and should not be used in the interpretation of any section, subsection or provision of this AGREEMENT. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this AGREEMENT to OWNER includes OWNER's successors or assigns. This AGREEMENT was the production of negotiations between representatives for the COUNTY and OWNER and the language of the Agreement should be given its plain and ordinary meaning and should not be construed against any party hereto. If any term or provision of this AGREEMENT is susceptible to more than one interpretation, one or more of which render it valid and enforceable, and one or more of which would render it invalid or unenforceable, such term or provision shall be construed in a manner that would render it valid and enforceable.

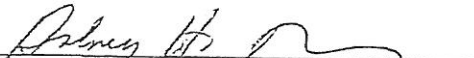
SECTION 21. PARTIAL INVALIDITY If any term or provision of this AGREEMENT or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this AGREEMENT, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall with the remainder of this AGREEMENT continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party thereto to the extent that the purpose of this AGREEMENT or the benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this AGREEMENT upon fifteen (15) days notice to the other parties.

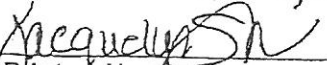
SECTION 22. GOVERNING LAW This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws principles of such state.

SECTION 23. COUNTERPARTS This AGREEMENT may be executed in counterparts, all of which together shall continue one and the same instrument.


IN WITNESS WHEREOF, the parties have hereto executed this AGREEMENT the date and year first above written.

WITNESSES:



Printed Name: Rodney H. Thomas


Printed Name: Jacquelyn Skora


TRISTAR FS, LLC

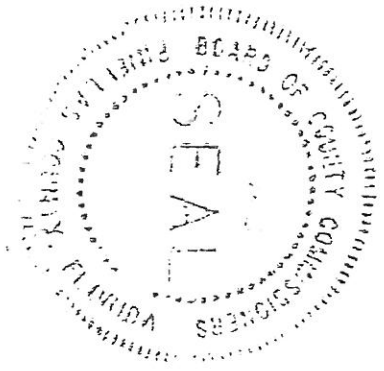

By: Michael Thomas

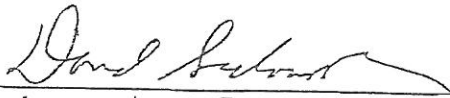
ATTEST: KEN BURKE, CLERK

BY: 
Deputy Clerk
Commissioners

PINELLAS COUNTY, FLORIDA:


Chairman, Board of County Commissioners




Approved as to Form: Office of County Attorney

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 26th day of February, 2008, by Robert B. Stewart, who ~~is~~ personally known to me or who produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
CHAD M. TOTTEN
Commission #DD603112
Expires: OCT. 08, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Chad M. Totten
Notary Public
Print Name: Chad M. Totten

Schedule A (Continued)

Issuing Office File No.: HCS-182331-CLW3

PARCEL 1

A PART OF SECTION 1 AND A PART OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, LOCATED IN PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, SAID SOUTHWEST CORNER BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FEATHER SOUND DRIVE, AN ESTABLISHED 80.00 FOOT RIGHT-OF-WAY IN FEATHER SOUND SUBDIVISION AS RECORDED IN PLAT BOOK 72, PAGES 70-71, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S.89°51'23"E., 233.70 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE N.00°00'37"E., 80.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FEATHER SOUND DRIVE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF FEATHER SOUND - CUSTOM HOME SITE UNIT 1, AS RECORDED IN PLAT BOOK 75, PAGES 70 AND 71, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND THE "TRUE POINT OF BEGINNING"; THENCE ALONG THE BOUNDARY OF SAID FEATHER SOUND - CUSTOM HOME SITE UNIT 1 THE FOLLOWING COURSES: N.00°00'37"E., 123.91 FEET; THENCE N.51°37'37"W., 415.00 FEET; THENCE N.24°28'17"W., 739.30 FEET; THENCE N.06°47'14"E., 118.35 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE ON HERON PLACE, AN ESTABLISHED 50.00 FOOT RIGHT-OF-WAY IN SAID FEATHER SOUND SUBDIVISION, ALSO BEING ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 725.00 FEET, (A RADIAL OF SAID CURVE TO SAID POINT BEARS N.06°47'14"E.); THENCE ALONG THE BOUNDARY OF SAID FEATHER SOUND SUBDIVISION THE FOLLOWING COURSES AND CURVES: EASTERLY 264.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°28'15"; THENCE S.53°45'30"W., 128.59 FEET; THENCE S.35°49'58"E., 155.00 FEET; THENCE S.52°46'31"E., 192.86 FEET; THENCE S.52°41'00"E., 55.75 FEET; THENCE S.63°49'08"E., 130.00 FEET; THENCE S.46°27'50"E., 55.00 FEET; THENCE S.25°22'40"E., 220.00 FEET; THENCE S.81°15'25"E., 171.41 FEET; THENCE S.77°37'50"E., 130.30 FEET; THENCE N.13°09'23"E., 87.00 FEET; THENCE N.44°53'47"E., 36.94 FEET; THENCE N.25°37'51"E., 8.16 FEET; THENCE N.39°57'22"E., 69.60 FEET; THENCE N.31°28'09"E., 69.78 FEET; THENCE N.37°44'24"E., 20.82 FEET; THENCE N.04°44'30"E., 112.44 FEET; THENCE N.22°44'09"W., 122.67 FEET; THENCE N.43°42'43"W., 52.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 110.00 FEET, (A RADIAL OF SAID CURVE TO SAID POINT BEARS S.63°41'56"W.); THENCE NORTHERLY 170.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°40'30" TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 110.00 FEET; THENCE NORTHEASTERLY 312.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°00'34" TO A POINT, (A RADIAL OF SAID CURVE TO SAID POINT BEARS N.11°20'00"W.); THENCE N.06°39'00"E., 101.41 FEET; THENCE S.06°24'41"E., 139.58 FEET; THENCE EAST, 11.50 FEET; THENCE N.27°02'28"E., 173.36 FEET; THENCE LEAVING THE BOUNDARY OF SAID FEATHER SOUND SUBDIVISION, N.36°19'14"E., 200.00 FEET; THENCE NORTH, 181.01 FEET; THENCE S.69°10'13"W., 349.97 FEET TO A POINT ON THE BOUNDARY OF SAID FEATHER SOUND SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID FEATHER SOUND SUBDIVISION THE FOLLOWING COURSES AND CURVES: S.89°10'13"W., 161.32 FEET; THENCE S.41°45'34"W., 72.35 FEET; THENCE S.00°46'44"W., 5.00 FEET; THENCE S.78°11'08"W., 128.03 FEET; THENCE S.82°41'17"W., 130.68 FEET; THENCE S.55°38'08"W., 131.78 FEET; THENCE S.66°57'18"W., 114.36 FEET; THENCE S.59°37'06"W., 111.40 FEET; S.53°42'53"W., 106.48 FEET; THENCE S.56°26'47"W., 67.10 FEET; THENCE S.57°55'50"W., 175.66 FEET; THENCE S.37°54'35"W., 59.83 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID HERON PLACE, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 696.00 FEET, (A RADIAL OF SAID CURVE TO SAID POINT BEARS S.27°21'17"W.); THENCE WESTERLY 120.94 FEET ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 09°57'43" TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 775.00 FEET; THENCE WESTERLY 95.11 FEET ALONG SAID RIGHT-OF-WAY LINE AND SAID

CURVE THROUGH A CENTRAL ANGLE OF 07°01'53" TO A POINT ON THE BOUNDARY OF FEATHER SOUND - CUSTOM HOME SITE UNIT II, AS RECORDED IN PLAT BOOK 75, PAGES 72 AND 73, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N.50°17'07"E, 117.00 FEET, RADIAL TO THE LAST MENTIONED CURVE AND ALONG THE BOUNDARY OF SAID FEATHER SOUND - CUSTOM HOME SITE UNIT II; THENCE LEAVING SAID BOUNDARY, N.58°49'12"E, 458.04 FEET; THENCE EAST, 70.00 FEET; THENCE NORTH 83.18 FEET; THENCE WEST, 70.00 FEET TO A POINT ON THE BOUNDARY OF SAID FEATHER SOUND - CUSTOM HOME SITE UNIT II; THENCE ALONG SAID BOUNDARY FOLLOWING COURSES AND CURVES: N.85°07'22"W, 340.00 FEET; THENCE N.63°41'12"W, 280.17 FEET; THENCE N.71°49'27"W, 281.53 FEET; THENCE N.87°06'17"W, 101.49 FEET; THENCE S.88°38'34"W, 40.27 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF FEATHER SOUND DRIVE ALSO BEING A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2330.00 FEET, (A RADIAL OF SAID CURVE TO SAID POINT BEARS N.82°38'34"E); THENCE NORTHERLY 22.75 FEET ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°33'34"; THENCE LEAVING SAID BOUNDARY, AND CONTINUING NORTHERLY 162.16 FEET ALONG THE LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 07°59'15"; THENCE N.05°34'15"W, 194.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 345.00 FEET; THENCE NORTHERLY 18.99 FEET ALONG CURVE THROUGH A CENTRAL ANGLE OF 03°09'13"; THENCE N.84°07'28"E, 890.72 FEET; THENCE N.74°10'12"E, 197.80 FEET; THENCE N.29°19'22"W, 106.12 FEET; THENCE N.03°40'07"E, 372.73 FEET; THENCE S.76°19'45"E, 712.06 FEET TO REFERENCE POINT "A"; THENCE S.28°34'34"E, 738.69 FEET; THENCE S.31°26'14"E, 526.10 FEET; THENCE S.13°49'18"E, 198.97 FEET; THENCE S.23°00'00"W, 133.00 FEET; THENCE S.56°02'17"E, 318.13 FEET; THENCE N.42°07'46"E, 221.57 FEET; THENCE N.30°12'30"W, 719.74 FEET; THENCE N.36°20'26"E, 110.24 FEET; THENCE N.87°00'00"E, 57.00 FEET; THENCE S.36°00'00"E, 254.00 FEET; THENCE N.70°38'43"E, 346.20 FEET; THENCE N.11°01'41"E, 735.12 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 820.00 FEET, (A RADIAL OF SAID CURVE TO SAID POINT BEARS N.04°17'19"E); THENCE EASTERLY 203.06 FEET ALONG SAID CURVE THROUGH CENTRAL ANGLE OF 14°11'18"; THENCE S.42°28'05"W, 114.16 FEET; THENCE S.14°06'45"W, 336.08 FEET; THENCE S.26°25'46"E, 154.45 FEET; THENCE S.53°21'32"E, 742.8 FEET; THENCE S.22°50'41"E, 188.50 FEET; THENCE S.40°34'06"W, 64.61 FEET; THENCE S.29°14'35"E, 406.03 FEET; THENCE S.04°00'00"W, 187.00 FEET; THENCE S.30°00'00"W, 120.00 FEET; THENCE S.50°00'00"E, 75.00 FEET; THENCE N.44°47'09"E, 436.91 FEET; THENCE S.85°59'04"E, 442.16 FEET; THENCE S.37°18'15"E, 701.60 FEET; THENCE S.03°55'24"W, 157.19 FEET; THENCE N.80°03'39"W, 344.95 FEET; THENCE N.57°27'15"W, 144.87 FEET; THENCE N.14°05'20"E, 190.47 FEET; THENCE N.41°20'04"W, 282.77 FEET; THENCE S.71°42'26"W, 30.00 FEET; THENCE S.24°09'09"E, 337.08 FEET; THENCE S.65°00'00"W, 625.00 FEET; THENCE S.24°00'00"E, 90.00 FEET; THENCE S.57°36'31"E, 154.53 FEET; THENCE N.59°23'01"E, 197.57 FEET; THENCE S.64°56'11"E, 155.73 FEET; THENCE N.78°20'39"E, 291.13 FEET; THENCE N.81°55'36"E, 227.62 FEET; THENCE N.81°38'06"E, 176.64 FEET; THENCE S.13°13'02"E, 130.32 FEET; THENCE S.73°09'39"W, 623.11 FEET; THENCE S.94°38'47"W, 413.61 FEET TO A POINT ON THE BOUNDARY OF SAID FEATHER SOUND SUBDIVISION AND THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FEATHER SOUND DRIVE BEING ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 500.00 FEET, (A RADIAL OF SAID CURVE TO SAID POINT BEARS N.20°38'07"E); THENCE ALONG THE BOUNDARY OF SAID FEATHER SOUND SUBDIVISION AND RIGHT-OF-WAY OF SAID FEATHER SOUND DRIVE, THE FOLLOWING COURSES AND CURVES: WESTERLY 353.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°29'36"; THENCE S.70°08'31"W, 354.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1270.99 FEET; THENCE SOUTHWESTERLY 443.70 FEET ALONG A SAID CURVE THROUGH A CENTRAL ANGLE OF 20°00'06"; THENCE N.89°51'23"W, 331.93 FEET; THENCE LEAVING SAID BOUNDARY AND SAID RIGHT-OF-WAY, N.00°08'37"E, 146.00 FEET; THENCE S.86°51'23"E, 276.59 FEET; THENCE N.08°03'20"W, 371.75 FEET; THENCE N.47°18'53"W, 194.70 FEET; THENCE N.15°09'33"W, 105.31 FEET; THENCE N.33°02'15"W, 140.27 FEET; THENCE N.81°05'53"W, 126.36 FEET; THENCE N.71°13'12"W, 130.53 FEET; THENCE N.24°28'33"W, 81.87 FEET; THENCE N.73°20'28"W, 26.66 FEET; THENCE S.26°21'22"W, 36.92 FEET; THENCE S.30°13'58"W, 96.93 FEET; THENCE S.02°42'30"E, 187.99 FEET; THENCE S.13°10'28"W, 77.28 FEET; THENCE S.32°08'24"E, 56.19 FEET; THENCE S.20°39'58"E, 129.07 FEET TO A POINT ON THE BOUNDARY OF FEATHER SOUND - TOWNHOUSE PHASE I, AS RECORDED IN PLAT BOOK 78, PAGES 81 AND 82, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID FEATHER SOUND - TOWNHOUSE PHASE I, THE FOLLOWING COURSES: S.21°57'28"W, 190.17 FEET; THENCE S.39°42'41"W, 187.02 FEET; THENCE S.47°03'24"W, 16.07

FEET; THENCE LEAVING SAID BOUNDARY, N.35°25'45"W., 25.16 FEET; THENCE S.47°03'24"W., 252.86 FEET; THENCE S.37°39'23"W., 87.41 FEET; THENCE S.25°57'22"W., 110.58 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE SAID FEATHER SOUND DRIVE; THENCE N.89°51'53"W., 420.58 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE "TRUE POINT OF BEGINNING".

LESS AND EXCEPT THAT PORTION OF PARCEL 1 CONVEYED BY QUIT CLAIM DEED RECORDED IN OR BOOK 5157 PAGE 492 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA BEING

A PORTION OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, FEATHER SOUND, AS RECORDED IN PLAT BOOK 72, PAGES 76 THROUGH 78, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N.37°24'35"E., 50.00 FEET ALONG THE WEST BOUNDARY OF SAID LOT 1; THENCE N.52°05'25"W., 20.00 FEET; THENCE S.37°54'35"W., 53.43 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HERON PLACE (50' RIGHT-OF-WAY) ON A CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 655.00 FEET (A RADIAL OF SAID CURVE TO SAID POINT BEARS S.29°01'35"W.); THENCE SOUTHEASTERLY 20.33 FEET ALONG NORTH RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 69°42'22" TO THE POINT OF BEGINNING.

LESS AND EXCEPT THOSE PORTIONS OF PARCEL 1 CONVEYED BY QUIT CLAIM DEED RECORDED IN OR BOOK 5896 PAGE 448 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA BEING

A PART OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 56, OF FEATHER SOUND CUSTOM HOME SITE UNIT II, AS RECORDED IN PLAT BOOK 75, PAGES 72 AND 73, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S.85°07'27"E., 340.00 FEET ALONG THE NORTH LINE OF SAID LOT 56; THENCE LEAVING SAID LOT BOUNDARY, EAST 45.00 FEET; THENCE NORTH 15.00 FEET; THENCE WEST 45.00 FEET; THENCE N.87°33'57"W., 339.05 FEET TO THE POINT OF BEGINNING.

AND

A PART OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 55, OF FEATHER SOUND CUSTOM HOME SITE UNIT II, AS RECORDED IN PLAT BOOK 75, PAGES 72 AND 73, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE EAST, 55.00 FEET; THENCE S.08°59'34"E., 23.30 FEET; THENCE S.75°23'35"W., 174.62 FEET; THENCE N.58°49'12"E., 129.03 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF PARCEL 1 CONVEYED BY QUIT CLAIM DEED RECORDED IN OR BOOK 6215 PAGE 1181 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA BEING

THAT PORTION OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4 OF FEATHER SOUND, AS RECORDED IN PLAT BOOK 72, PAGES 76 THROUGH 78 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID LOT 4; S.58°37'06"W., 111.40 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE N.24°17'37"W., 1.50 FEET; THENCE N.43°58'01"E., 31.82 FEET; THENCE N.62°17'25"E., 79.50 FEET; THENCE N.56°37'06"E., 1.10 FEET; THENCE S.24°17'37"E., 0.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF PARCEL 1 CONVEYED BY QUIT CLAIM DEED RECORDED IN OR BOOK 7500 PAGE 2231 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA BEING

THAT PORTION OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 OF FEATHER SOUND, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 72, PAGES 76 THROUGH 78 INCLUSIVE, RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID LOT 5 S.66°57'13"W., 114.36 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE N.24°17'37"W., 0.60 FEET; THENCE N.66°50'18"E., 17.36 FEET; THENCE N.66°15'15"E., 56.98 FEET; THENCE S.23°17'37"E., 1.60 FEET TO THE POINT OF BEGINNING.

PARCEL 2

THAT PORTION OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE ABOVE MENTIONED REFERENCE POINT 'A'; THENCE N.52°15'03"W., 299.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE N.14°00'00"W., 169.37 FEET; THENCE N.121°14'33"W., 264.84 FEET; THENCE N.29°48'14"E., 56.17 FEET; THENCE N.09°21'06"W., 226.99 FEET; THENCE N.17°52'13"W., 111.72 FEET; THENCE N.18°33'04"E., 101.61 FEET; THENCE S.34°10'41"E., 253.40 FEET; THENCE N.89°47'29"E., 513.96 FEET; THENCE S.16°00'00"E., 93.00 FEET; THENCE EAST, 295.00 FEET; THENCE N.05°08'09"E., 120.81 FEET; THENCE S.39°51'18"E., 90.00 FEET; THENCE S.78°38'40"E., 133.76 FEET; THENCE S.45°51'27"E., 239.17 FEET; THENCE S.64°20'50"E., 242.56 FEET; THENCE S.58°13'10"E., 174.24 FEET; THENCE S.06°40'32"E., 449.80 FEET; THENCE S.00°24'20"E., 150.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 500.00 FEET, (A RADIAL OF SAID CURVE TO SAID POINT BEARS N. 19°15'15" E.); THENCE WESTERLY 197.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°33'09"; THENCE N.05°00'00"W., 245.00 FEET; THENCE N.42°00'00"W., 316.00 FEET; THENCE N.21°00'00" 213.53 FEET; THENCE WEST, 835.92 FEET; THENCE N.32°30'00"W., 490.00 FEET; THENCE S.10°30'00"W., 166.00 FEET; THENCE S.10°56'00"E., 424.62 FEET; THENCE N.79°19'45"W., 116.09 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3

A PART OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERMOST CORNER OF LOT 56, OF FEATHER SOUND CUSTOM HOME SITE UNIT II, AS RECORDED IN PLAT BOOK 75, PAGES 72 AND 73, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S.52°13'19"E., 8.80 FEET ALONG THE SOUTHWEST LOT LINE EXTENDED TO THE POINT OF BEGINNING; THENCE N.75°28'35"E., 176.09 FEET; THENCE S.53°47'12"W., 149.29 FEET; THENCE N.52°13'19"W., 54.08 FEET TO THE POINT OF BEGINNING.

PARCEL 4

A PART OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 57, OF FEATHER SOUND CUSTOM HOME SITE UNIT II, AS RECORDED IN PLAT BOOK 75, PAGES 72 AND 73, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LOT LINE EXTENDED; S.52°13'19"E., 8.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.52°13'19"E., 54.08 FEET; THENCE S.53°49'12"W., 193.91 FEET; THENCE N.50°15'00"W., 33.15 FEET; THENCE N.47°27'54"E., 97.23 FEET TO THE POINT OF BEGINNING.

PARCEL 5

A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS

COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE N.00°27'35"E, 83.00 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 1 TO THE NORTH RIGHT-OF-WAY LINE OF ULMERTON ROAD (STATE ROAD NO. 683); THENCE S.89°51'29"E, 376.45 FEET ALONG A SAID NORTH RIGHT-OF-WAY LINE TO THE BOUNDARY OF FEATHER SOUND, AS RECORDED IN PLAT BOOK 72, PAGE 75 THROUGH 78, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AT THE CUSP OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 125.00 FEET; THENCE ALONG THE BOUNDARY OF SAID FEATHER SOUND THE FOLLOWING COURSES AND CURVES: NORTHWESTERLY, 196.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE N.00°08'31"E, 75.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY, 244.33 FEET THROUGH A CENTRAL ANGLE OF 35°00'00"; THENCE N.35°08'31"E, 470.47 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY, 93.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°51'28"; THENCE EAST, 68.75 FEET; THENCE NORTH, 80.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 100.00 FEET (A RADIAL OF SAID CURVE TO THE SAID POINT BEARS SOUTH); THENCE NORTHWESTERLY, 158.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°44'18" TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 500.00 FEET; THENCE NORTHWESTERLY, 611.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°08'10" TO THE BOUNDARY OF THE FEATHER SOUND GOLF COURSE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5111, PAGES 857 THROUGH 867, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE LEAVING THE BOUNDARY OF SAID FEATHER SOUND, ALONG THE BOUNDARY OF SAID FEATHER SOUND GOLF COURSE THE FOLLOWING COURSES: N.84°38'47"E, 443.61 FEET; THENCE N.73°09'39"E, 623.11 FEET; THENCE N.13°13'02"W, 77.23 FEET TO THE POINT OF BEGINNING; THENCE N.13°13'02"W, 53.09 FEET; THENCE S.81°30'09"W, 176.68 FEET; THENCE S.81°55'36"W, 227.52 FEET; THENCE S.78°20'29"W, 291.13 FEET; THENCE N.6°58'11"W, 155.73 FEET; THENCE S.59°23'01"W, 197.57 FEET; THENCE N.57°36'31"W, 154.53 FEET; THENCE N.24°00'00"W, 90.00 FEET; THENCE N.66°00'00"E, 623.00 FEET; THENCE N.2°09'09"W, 337.08 FEET; THENCE N. 71°42'26"E, 30.00 FEET; THENCE S.41°20'06"E, 292.77 FEET; THENCE S.14°05'20"W, 150.47 FEET; THENCE S.57°27'15"E, 144.87 FEET; THENCE S.88°03'59"E, 348.95 FEET; THENCE N.03°55'24"E, 157.19 FEET; THENCE N.37°18'15"W, 701.60 FEET; THENCE, LEAVING THE BOUNDARY OF SAID FEATHER SOUND GOLF COURSE, N.45°57'00"E, 12.91 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF FEATHER SOUND DRIVE (60 FOOT RIGHT-OF-WAY), THENCE, ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSE AND CURVE: S.41°03'00"E, 427.21 FEET TO THE BEGINNING OF CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1220.00 FEET; THENCE SOUTHEASTERLY, 619.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°05'12", THENCE, LEAVING SAID RIGHT-OF-WAY LINE, S.75°02'12" W., 100.84 FEET TO THE POINT OF BEGINNING.

PARCEL 6

PARCELS B AND C, EAGLE POINTE AS RECORDED IN PLAT BOOK 108, PAGES 74, 75 AND 76 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL 7

A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2; THENCE ALONG THE SOUTH LINE OF NORTH 1/2 OF SAID SECTION 2, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FEATHER SOUND DRIVE AS RECORDED ON THE PLAT OF FEATHER SOUND AS RECORDED IN PLAT BOOK 72, PAGES 76 THROUGH 78 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, S.89°51'29"E, FOR 454.38 FEET; THENCE LEAVING SAID SOUTH LINE, N.00°08'37"E, FOR 80.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID FEATHER SOUND DRIVE AND TO THE POINT OF BEGINNING; THENCE ALONG THE EAST BOUNDARY OF FEATHER SOUND GOLF COURSE AS RECORDED IN OFFICIAL RECORDS BOOK 5111, PAGE 857 OF THE PUBLIC RECORDS

OF PINELLAS COUNTY, FLORIDA, N.26°57'22"E., FOR 110.88 FEET; THENCE N07°35'23"E., FOR 51.85 FEET; THENCE LEAVING SAID EAST BOUNDARY LINE, S.26°57'22"W., FOR THE 156.84 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID FEATHER SOUND DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, N.89°51'23"W., FOR 11.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PERPETUAL NON-EXCLUSIVE EASEMENTS OVER AND ACROSS THE FOLLOWING DESCRIBED LANDS:

EASEMENT(S) FOR INGRESS, EGRESS, REGRESS AND OTHER GOLF PURPOSES AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5113, PAGE 857 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

COMMON EASEMENT 2:

A PART OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 56, OF FEATHER SOUND CUSTOM HOME SITE UNIT II, AS RECORDED IN PLAT BOOK 75, PAGES 72 AND 73 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S.51°47'12"W., 129.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.58°49'12"W., 34.89 FEET; THENCE S.75°28'35"W., 134.94 FEET; THENCE N.52°13'19"W., 12.64 FEET; THENCE N.75°28'35"W., 173.09 FEET TO THE POINT OF BEGINNING.

COMMON EASEMENT 3:

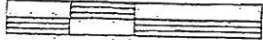
A PART OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 57, OF FEATHER SOUND CUSTOM HOME SITE UNIT II, AS RECORDED IN PLAT BOOK 75, PAGES 72 AND 73, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH LOT LINE EXTENDED; SOUTH 50°15'00"E., 10 FEET TO THE POINT OF BEGINNING; THENCE N.47°27'54"E., 97.23 FEET; THENCE S.52°13'19"E., 12.64 FEET; THENCE S.75°28'35"W., 3.23 FEET; THENCE S.47°27'54"W., 93.38 FEET; THENCE N.50°15'00"W., 10.03 FEET TO THE POINT OF BEGINNING.

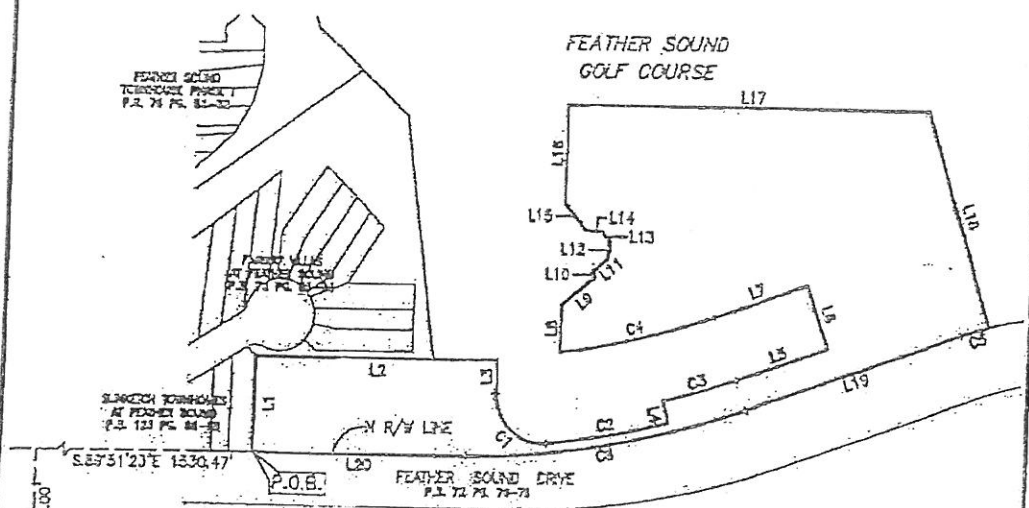
Subparcel A: LEGAL



200 100 0 200



SCALE IN FEET
SCALE: 1" = 200'



LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- COR CORNER
- R/W RIGHT OF WAY
- SEC SECTION
- P.B. PLAT BOOK
- PG. PAGE

SHEET 1 OF 3
SEE SHEET 2 FOR DESCRIPTION
SEE SHEET 3 FOR NOTES, LINE & CURVE DATA

SKETCH ONLY- NOT A SURVEY

CUMBEY & FAIR, INC.

CONSULTING ENGINEERS AND LAND SURVEYORS

2443 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33783
(727) 797-8982 (CLW) (813) 223-4333 (TPA)



OUT PARCEL
FEATHER SOUND GOLF COURSE

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 13 EAST
PINELLAS COUNTY, FLORIDA

SCALE: 1"=200'

DATE: 08/07/07

DR/CHK: KEN/MCL

JOB NO. 8248

DESCRIPTION

A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE N.00°08'37"E., 80.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FEATHER SOUND DRIVE (RIGHT OF WAY WIDTH VARIES); THENCE S.89°31'23"E., ALONG SAID RIGHT-OF-WAY LINE, 1530.47 FEET TO THE SOUTHEAST CORNER OF SUNKETCH TOWNHOMES AT FEATHER SOUND ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 123 PAGES 68-69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY AND THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID PLAT, N.00°08'37"E., 148.00 FEET; THENCE LEAVING SAID PLAT, S.89°31'23"E., 377.00 FEET; THENCE S.00°08'37"W., 50.38 FEET TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 125.44 FEET THROUGH A CENTRAL ANGLE OF 93°49'57" (CHORD BEARING S.47°48'22"E., 111.33 FEET) TO A COMPOUND CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1258.49 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 193.22 FEET THROUGH A CENTRAL ANGLE OF 8°48'39" (CHORD BEARING N.79°54'20"E., 193.03 FEET); THENCE NON-TANGENT, N.14°30'00"W., 33.50 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1222.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 114.37 FEET THROUGH A CENTRAL ANGLE OF 5°21'29" (CHORD BEARING N.72°49'15"E., 114.33 FEET); THENCE N.70°08'31"E., 150.00 FEET; THENCE N.19°51'29"W., 102.50 FEET; THENCE S.70°08'31"W., 150.00 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1120.49 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 245.68 FEET THROUGH A CENTRAL ANGLE OF 12°33'45" (CHORD BEARING S.76°25'24"W., 245.19 FEET); THENCE NON-TANGENT, N.00°08'37"E., 72.27 FEET; THENCE N.50°00'00"E., 88.58 FEET; THENCE N.40°00'00"W., 9.00 FEET; THENCE N.50°00'00"E., 33.00 FEET; THENCE N.06°00'00"E., 26.52 FEET; THENCE N.40°00'00"W., 19.00 FEET; THENCE N.85°00'00"W., 28.62 FEET; THENCE N.40°00'00"W., 62.55 FEET; THENCE N.00°08'37"E., 149.57 FEET; THENCE S.89°31'23"E., 581.00 FEET; THENCE S.18°00'00"E., 341.18 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF FEATHER SOUND DRIVE, BEING A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 48.48 FEET THROUGH A CENTRAL ANGLE OF 8°19'28" (CHORD BEARING S.72°48'15"W., 48.45 FEET); THENCE S.70°08'32"W., 354.82 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1270.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 443.70 FEET THROUGH A CENTRAL ANGLE OF 20°00'00" (CHORD BEARING S.80°08'34"W., 441.45 FEET); THENCE N.89°31'23"W., 331.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.39 ACRES, MORE OR LESS.

SHEET 2 OF 3

SKETCH ONLY - NOT A SURVEY

CUMBEY & FAIR, INC.

CONSULTING ENGINEERS AND LAND SURVEYORS

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763
(727) 797-8982 (CLW) (813) 223-4333 (TPA)



OUT PARCEL
FEATHER SOUND GOLF COURSE

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA

SCALE: 1"=200'	DATE: 11/15/07	DR/CHK: KBW/XCL	JOB NO. 8248
----------------	----------------	-----------------	--------------

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°08'37" E	146.00'
L2	S 89°51'23" E	377.00'
L3	S 00°08'37" W	50.38'
L4	N 14°30'00" W	33.50'
L5	N 70°08'31" E	150.00'
L6	N 19°51'29" W	102.50'
L7	S 70°08'31" W	150.00'
L8	N 00°08'37" E	72.27'
L9	N 50°00'00" E	66.56'
L10	N 40°00'00" W	9.00'
L11	N 50°00'00" E	33.00'

LINE	BEARING	DISTANCE
L12	N 05°00'00" E	26.52'
L13	N 40°00'00" W	19.00'
L14	N 85°00'00" W	26.52'
L15	N 40°00'00" W	52.55'
L16	N 00°08'37" E	149.37'
L17	S 89°51'23" E	581.00'
L18	S 18°00'00" E	341.16'
L19	S 70°08'32" W	354.62'
L20	N 89°51'23" W	331.93'

CURVE TABLE

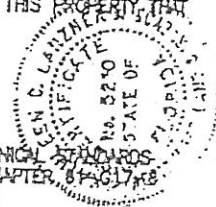
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	75.00'	123.44'	111.33'	S 47°48'22" E	93°49'57"
C2	1256.49'	193.22'	193.03'	N 79°54'20" E	08°48'39"
C3	1222.99'	114.37'	114.33'	N 72°49'15" E	05°21'29"
C4	1120.49'	245.68'	245.19'	S 76°25'24" W	12°33'48"
C5	500.00'	46.45'	46.45'	S 72°48'15" W	05°19'28"
C6	1270.99'	443.70'	441.45'	S 80°08'34" W	20°00'06"

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF FEATHER SOUND DRIVE. SVD LINE BEARS S.89°51'23"E.
2. LEGAL DESCRIPTION PREPARED BY CUMBEY & FAIR, INC.
3. THE SKETCH SHOWN HEREON WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND IS SUBJECT TO ANY AND ALL RECORDED OR UNRECORDED EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS ETC. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
4. THIS IS A SKETCH OF DESCRIPTION ONLY, NOT A BOUNDARY SURVEY.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 87-617, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



FOR CUMBEY & FAIR, LB 2133

Kathleen C. Lanzner
 KATHLEEN C. LANZNER, LB 5120
 FLORIDA REGISTERED SURVEYOR

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
 SHEET 3 OF 3

SKETCH ONLY- NOT A SURVEY

CUMBEY & FAIR, INC.

CONSULTING ENGINEERS AND LAND SURVEYORS



2433 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763
 (727) 797-8982 (CLW) (813) 223-4333 (TPA)

OUT PARCEL
 FEATHER SOUND GOLF COURSE

SCALE: 1"=100'

DATE: 11/15/07

DR/CHK: K34/XCL

JOB NO. 8248

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 13 EAST
 PINELLAS COUNTY, FLORIDA

Subparcel B LEGAL

A portion of the West Half of Section 1, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 1; thence N.00°22'35"E., 88.00 feet along the West boundary of said Section 1 to the North right-of-way line of Ummerton Road (State Road No. 688); thence S.89°51'29"E., 376.45 feet along a said North right-of-way line to the boundary of FEATHER SOUND, as recorded in Plat Book 72, Page 76 through 78, Public Records of Pinellas County, Florida, at the cusp of a curve concave to the Northeast having a radius of 125.00 feet; thence along the boundary of said FEATHER SOUND the following courses and curves: Northwestery, 196.35 feet along said curve through a central angle of 90°00'00"; thence N.00°08'31"E., 75.00 feet to the beginning of a curve concave to the Southeast having a radius of 400.00 feet; thence Northeastery, 244.35 feet through a central angle of 35°00'00"; thence N.35°08'31"E., 470.47 feet to the beginning of a curve concave to the Southeast having a radius of 100.00 feet; thence Northeastery, 95.75 feet along said curve through a central angle of 54°51'29"; thence East, 68.75 feet; thence North, 80.00 feet to a point on a non-tangent curve concave Northeast having a radius of 100.00 feet (a radial of said curve to the said point bears South); thence Northwestery, 158.37 feet along said curve through a central angle of 90°44'18" to the point of curvature of a curve concave to the Southwest having a radius of 500.00 feet; thence Northwestery, 611.76 feet along said curve through a central angle of 70°06'19" to the boundary of the FEATHER SOUND GOLF COURSE, as described in Official Records Book 5113, Pages 857 through 867, Public Records of Pinellas County, Florida; thence leaving the boundary of said FEATHER SOUND, along the boundary of said FEATHER SOUND GOLF COURSE the following courses: N.84°38'47"E., 443.61 feet; thence N.73°09'39"E., 623.11 feet; thence N.13°13'02"W., 77.23 feet to the POINT OF BEGINNING; thence N.13°13'02"W., 53.09 feet; thence S.81°38'06"W., 176.68 feet; thence S.81°55'36"W., 227.62 feet; thence S.78°20'29"W., 291.13 feet; thence N.64°56'11"W., 155.73 feet; thence S.59°23'01"W., 197.57 feet; thence N.57°36'31"W., 154.53 feet; thence N.24°00'00"W., 90.00 feet; thence N.65°00'00"E., 625.00 feet; thence N.24°09'09"W., 337.08 feet; thence N.71°42'28"E., 30.60 feet; thence S.41°20'05"E., 292.77 feet; thence S.14°05'20"W., 190.47 feet; thence S.57°27'15"E., 144.87 feet; thence S.88°03'59"E., 348.95 feet; thence N.03°55'24"E., 157.19 feet; thence N.37°18'15"W., 701.60 feet; thence, leaving the boundary of said FEATHER SOUND GOLF COURSE, N.43°57'00"E., 12.92 feet to the Westerly right-of-way line of FEATHER SOUND DRIVE (60 foot right-of-way); thence, along said right-of-way line the following course and curve: S.44°03'00"E., 427.21 feet to the beginning of curve concave to the Southwest having a radius of 1220.00 feet; thence Southeastery, 619.34 feet along said curve through a central angle of 29°05'12"; thence, leaving said right-of-way line, S.75°02'12"W., 100.84 feet to the POINT OF BEGINNING.

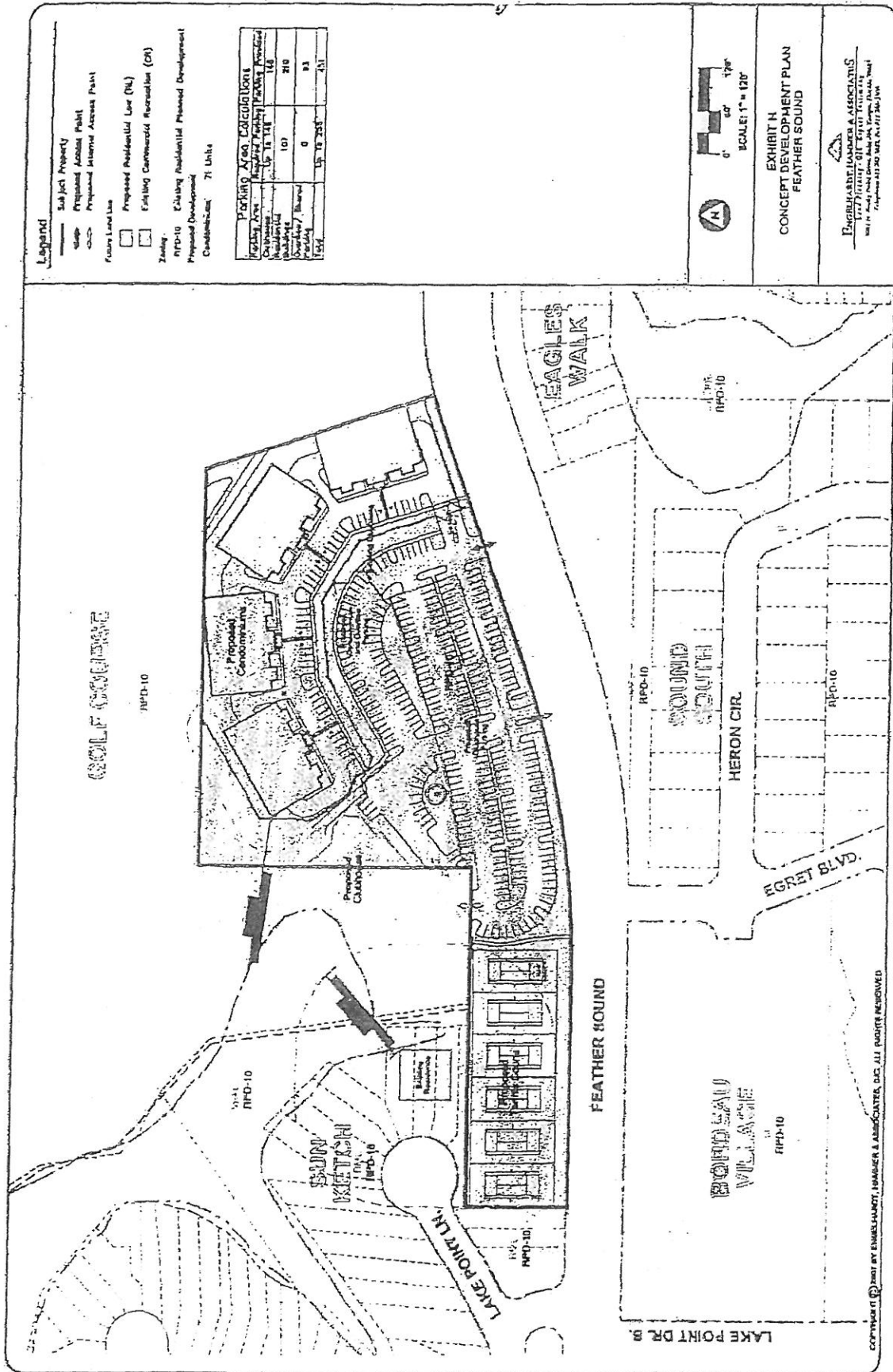
Containing 7.45 acres, more or less.

Subparcel C LEGAL

PARCELS B EAGLE POINTE as recorded in Plat Book 108, Pages 74, 75 and 76 of the
Public Records of Pinellas County, Florida.
Containing 0.63 acres and 0.21 acres, respectively, more or less.

EXHIBIT "C"

Concept Plan



COPYRIGHT © 2004 BY ENHANCED SURVEY, ENGINEERING & ARCHITECTURE, INC. ALL RIGHTS RESERVED