

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2018, between **PINELLAS COUNTY**, a political subdivision of the State of Florida, whose address is 509 East Avenue South, Clearwater, Florida 33756 (hereinafter referred to as "**County**"), and **2500 34TH ST, LLC**, a Florida limited liability company, whose address is 6654 78th Avenue N., Pinellas Park, Florida 33781 (hereinafter referred to as "**Developer**").

WITNESSETH:

WHEREAS, Section 125.37 Florida Statutes , specifies that whenever, in the opinion of the County Commission, the County holds real property not needed for County purposes, it may exchange it for real property which the County may desire to acquire for County purposes; and

WHEREAS, the County is the fee simple owner of approximately **3.72 acres** of real property located at **1800 66th Street N., St. Petersburg, Pinellas County, Florida**, which property is further described in **Exhibit “A”** attached hereto and made a part hereof, hereinafter referred to as “**County Property;**” and

WHEREAS, the County has determined that it does not have a long-term need for the County Property, and has previously contemplated selling said property; and

WHEREAS, the Developer is the fee simple owner of approximately **3.94 acres** of real property located at **2500 34th Street N., St. Petersburg, Pinellas County, Florida**, which property is further described in **Exhibit “B”** attached hereto and made a part hereof, hereinafter referred to as the “**Developer Property;**” and

WHEREAS, the Developer Property could serve the current needs of the Pinellas County Tax Collector and Property Appraiser by providing buildable space for a new facility to serve as a south county service center, complete with a driving course range (“**Facility**”); and

WHEREAS, both the County and Developer desire to acquire the other party’s respective Properties subject to certain leasehold reservation rights as set forth herein, together with their associated petroleum and mineral rights; and

WHEREAS, the County desires to reserve a temporary leasehold interest in the facilities located on the County Property pursuant to the Lease Agreement between 2500 34TH ST, LLC, and Pinellas County for the 1800 66th Street N, St. Petersburg location (“**Reservation of County Leasehold Interest**” or “**1800 Lease**”), attached hereto and made a part hereof as **Exhibit “D”**,

until the Property Appraiser, and Tax Collector operations currently located on said property relocate to the Facility on Developer's Property as defined below, the Clerk of the Circuit Court and the Sixth Judicial Circuit relocates elsewhere; and

WHEREAS, Developer shall reserve a ground lease over the Developer Property, in accordance with the terms and conditions set forth in the Ground Lease attached as **Exhibit "E"** hereto in order to construct the new Facility consisting of an approximately 40,000 sf for the benefit of the County, together with related improvements. Upon completion of the Facility, the County desires to lease the Facility from Developer ("**2500 Building Lease**"), inclusive with an option to purchase the Facility, pursuant to the Terms and Conditions outlined in **Exhibit "E"**.

NOW THEREFORE, the County and Developer hereby agree as follows:

1. DESCRIPTION OF THE PROPERTY

The County and Developer agree to exchange their respective properties for one another's property subject to the terms and covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided in this Agreement (the "Exchange"). The Exchange shall be subject to the County's reservation of a leasehold interest in the current facilities on the County Property to provide the Pinellas County Property Appraiser, Tax Collector, Clerk of the Circuit Court operations and Sixth Judicial Circuit with office and administrative space, until said entities are able to be relocated pursuant to the terms as set forth in this Agreement. The Terms and Conditions of the 1800 Lease are outlined in **Exhibit "D"** attached hereto and made a part hereof, which shall be executed at closing. The Exchange is also subject to Developer's reservation of a ground leasehold interest over the Developer Parcel to allow the Developer the right to construct a new facility in accordance with the terms and conditions set forth in "**Developer's Ground Lease Reservation**", attached hereto and made a part hereof as **Exhibit "F"**. Additionally, Developer shall construct a driving range course, retention and parking areas on the remaining Developer Parcel surrounding the Building pursuant to the terms and conditions of the "**Building Lease**" as outlined in **Exhibit "E"**, attached hereto and made a part hereof.

2. CONSIDERATION

The exchange of property shall serve as good and valuable consideration. The parties agree that the exchange of the County Property for the Developer Property shall be an "even" monetary exchange of property and no money will be due from, or to, the County or Developer from the

exchange itself. Separate consideration will be provided under the respective leasehold reservations and the 2500 Building Lease.

3. EFFECTIVE DATE

The effective date of this Agreement ("**Effective Date**") shall be the date when the Agreement, including all exhibits and attachments hereto, is approved and executed by both parties. Each party shall notify the other party immediately upon each party's approval and execution and provide the other party with evidence of such approval and execution.

4. DUE DILIGENCE PERIOD

The parties shall have a period of ninety (90) days from the Effective Date ("**Due Diligence Period**") to perform their respective due diligence on the properties each desire to obtain, including, but not limited to, conducting on-site inspections and environmental studies, reviewing title, obtaining a survey, verifying zoning and performing feasibility studies. In the event that either party is not satisfied with their findings, either party shall have the right to terminate this Agreement for any reason by providing notice to the other party prior to the expiration of the Due Diligence Period. In such event, this Agreement shall terminate and neither party shall have any further obligations to the other.

5. APPROVALS PERIOD

The parties shall have an initial period of forty-five (45) days after expiration of the Due Diligence Period ("**Initial Approvals Period**") to finalize the: i) Building elevations and schematic design plans based upon the County's existing Program for the Building, together with primary Building specifications, sufficient to develop final architectural and engineering plans for the Building and improvements shown on the Site Plan attached as **Exhibit "C"** (the proposed site plan); ii) Construction and Permitting Timeline; and iii) a Budget for construction of the new Facility and associated improvements to be constructed by Developer (collectively the "**Approval Conditions**"). In the event the parties are unable to reach a mutual agreement on all or any portion of the Approval Conditions prior to expiration of the Initial Approval Period, either party shall have the right to terminate this Agreement, and upon termination, neither party shall have any further obligation to the other. Thereafter, Developer shall have an additional period of forty five (45) days after expiration of the Initial Approvals Period ("**Second Approvals Period**") to complete the final

architectural and engineering plans in accordance with the Approved Conditions. During the Second Approvals Period County shall have the right to make additional changes to the final architectural and engineering plans, provided that changes resulting in increased costs in the Budget for construction shall be borne by County.

6. CLOSING DATE

Closing of this transaction shall be thirty (30) days after expiration of the Second Approvals Period (the "Closing Date"), unless extended by mutual agreement between the parties. Ten (10) days prior to closing, County shall furnish a County Deed to Developer for its review, and Developer shall furnish, for County's review, a Warranty Deed, Ownership Disclosure Form, Closing Statements, Mechanics Lien and Tax Lien Affidavit, any corrective instruments that may be required in connection with perfecting the title with respect to the property it is conveying to the other.

Upon the County meeting the terms of the Exchange, the Developer will promptly execute and deliver to County a Statutory Warranty Deed, conveying the Developer Parcel to County in fee simple, subject to Developer's leasehold reservation as described herein, and all other documents necessary for the closing of this transaction. Upon the Developer meeting the terms of the Exchange, the County will promptly execute and deliver to Developer a County Deed, conveying the County Property to Developer in fee simple subject to the County's leasehold reservation as described herein. It is the intention of the parties that the deeds will be delivered simultaneously. The agreements associated with and referenced in the parties' respective deeds, including the County's Reservation of Leasehold Interest, Developer's Reservation of Ground Lease Interest, and the 2500 Building Lease shall be executed on or before the Closing Date, with the Closing Date as the effective date for each of these agreements.

7. CLOSING PROCEDURE

The deeds shall be recorded and evidence of title continued at the Developer's expense, to show title in County and Developer respectively, without any encumbrances other than the Permitted Exceptions or change which would render either title unmarketable from the date of the last evidence. The title insurer shall insure against adverse matters pursuant to §627.7841, Florida Statutes. Closing shall be held in the county where the Property is located, at a time and location to be mutually agreed by the parties.

8. POSSESSION

Except as outlined herein, each party represents to the other that at the time of closing there will be no parties in possession other than itself. The County Property shall continue to be occupied by the Pinellas County Property Appraiser, Tax Collector, Clerk of the Circuit Court operations and the Sixth Judicial Circuit pursuant to the lease for the Reservation of Leasehold Interest in the County Property in **Exhibit "D"** attached hereto. The Developer Property shall be vacated by all occupants thereof, other than the Developer and its agents pursuant to Developer's Ground Lease Reservation t, prior to the Closing Date.

9. TITLE EVIDENCE

Within thirty (30) days of the Effective Date, Developer shall, at its own expense, deliver to County, a title insurance commitment (the "Title Report") issued by a Florida licensed title insurer agreeing to issue to County, upon recording of the deed to County, an owner's policy of title insurance in the amount of the appraised value (with fee owner's title policy premium to be paid by Developer at closing), insuring County's good and marketable title to the Developer Parcel, subject only to those "**Permitted Exceptions**" appearing in the owner's title policy and as set forth on **Exhibit "G"** attached hereto and made a part hereof. The commitment shall include a true, complete, and legible copy of all documents referred to in the Title Report including without limitation, plats, deeds, restrictions and easements. The final policy shall insure against adverse matters pursuant to Section 627.7841, Florida Statute., and against mechanics, tax, assessment and other liens removable by a search of the public records and by affidavit. County shall have ten (10) days from date of receiving title commitment to examine same. If title to the Developer Property is found defective or objectionable, County shall, within fifteen (15) days thereafter, notify Developer in writing specifying defect(s) or objections, or the same shall be deemed to have been accepted by County. If said defect(s) or objections render title uninsurable, Developer will have sixty (60) days from receipt of notice within which to remove said defect(s) or objections, which shall extend the Closing Date a like amount of time, and if the Developer is unsuccessful in removing them within said time, County shall have the option of either accepting the title as it then is or this Agreement shall terminate and the County and Developer shall be released, as to one another, of all further obligations under this Agreement. However, Developer agrees that it will, if title is found to be

unmarketable, uninsurable, or objectionable, use diligent effort to correct the defect(s) or objections in title within the time provided therefore, including the bringing of necessary suits.

The County does not provide title insurance. Developer, at its own expense, may obtain a title insurance commitment for the County Property (the "Title Report") issued by a Florida licensed title insurer agreeing to issue to Developer upon recording of the deed to Developer, an owner's policy of title insurance in the amount of the appraised value (with fee owner's title policy premium to be paid by at closing), insuring Developer's good and marketable title to the County Property, subject only to those standard exceptions appearing in the owner's title policy, which from Developer's standpoint do not unduly affect title, and those items which shall be discharged by the County at or before the Closing Date. If title to the County Property is found defective, Developer shall, within fifteen (15) days thereafter, notify the County in writing specifying defect(s) or the same shall be deemed to have been accepted by Developer. If said defect(s) render title uninsurable, the County will have sixty (60) days from receipt of notice within which to remove said defect(s), which shall extend the Closing Date a like amount of time, and if the County is unsuccessful in removing them within said time, the Developer shall have the option of either accepting the title as it then is or this Agreement shall terminate and the County and the Developer shall be released, as to one another, of all further obligations under this Agreement. However, the County agrees that the County will, if title is found to be unmarketable or uninsurable, use diligent effort to correct the defect(s) in title within the time provided therefore, including the bringing of necessary suits.

10. SURVEY

The Developer shall provide to the County a survey of the Developer Parcel being conveyed to the County, at its own cost and expense.

11. EXPENSES

The County is exempt from paying State documentary stamp taxes pursuant to Florida Statute §201.02. The Developer will pay for State documentary stamps which are required to be affixed to both deeds, and the cost of recording same, together with the cost of recording any corrective instruments, and such other expenses assigned to the Developer in this Agreement. Values for recording purposes shall be the appraised values determined by the County through use of independent appraisers.

12. SITE WORK AND ENGINEERING/PERMITTING:

In order to save time and money, the Developer has proceeded with construction of the site improvements on the Developer Property at its own risk. Developer has also proceeded with the construction of the common entry way and the right of way work necessary as required in the DOT permit. Should this transaction close, the Site Work Costs, as defined below, shall be part of the Total Project Cost as defined in the Lease. The "Site Work" is defined as the following improvements: demolition, clearing, fill dirt, storm infrastructures, base below the paving, paving of the parking lot, construction of the driving course, site lighting, curbing, retention walls, storm water pond, parking lot signage, landscaping, irrigation, irrigation well, underground electrical conduits (not including wiring or transformers), underground fire lines, fire hydrants, right of way sidewalks, turn lane modification, median modification as per DOT approved plans, connection to the adjacent property to the south, fencing, underground water line and meter, underground electrical conduit for the monument sign, electrical underground, sidewalks, right of way work, turn lanes, driveways, retention engineering costs, soil borings, permitting cost, traffic studies, civil engineering, survey and layout (the "Site Work"). Said site work costs shall be a flat fee in the amount of **\$1,145,000.00 ("Site Work Costs")**, which amount is approximately \$100,000.00 below the line item budgeted in the 2500 Building Lease under the Developer's Project Cost.

13. ESCROW

The escrow agent under this Agreement shall be American Government Services Corporation ("**Escrow Agent**"), their successor, or other agent as elected by the County.

14. PRORATIONS

Taxes, fees, special assessments, rent, interest, insurance, and other expenses and revenue of each respective property shall be prorated through the day prior to closing. Cash paid by the Developer or County at closing, if any, shall be increased or decreased as may be required by said prorations; provided, however, in the event this transaction closes and title is conveyed between January 1st and November 1st, the Developer shall be required, at or prior to closing, to place in escrow with the County Tax Collector an amount equal to the current taxes prorated to the date of transfer of title, based upon the current assessments and millage rates on the Developer Property, in accordance with the provisions of Section 196.295, Florida Statutes. Taxes, fees and assessments shall be prorated based on the current year's rates, with due allowance made for maximum allowable discount and homestead or other exemptions if allowed for said year. If closing occurs at a date

when the current year's millage is not fixed, and current year's assessment is available, taxes, fees and assessments will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes, fees and assessments will be prorated on the prior year's rates.

15. TIME

Any reference herein to time periods of less than seven (7) days shall, in the computation thereof, exclude Saturdays, Sundays and County and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

16. RESTRICTIONS, EASEMENTS, LIMITATIONS

Each party shall take title subject to: zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions in matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes and assessments from the date of closing and subsequent years, reserved leasehold interests as set forth herein, and any other existing restriction, easement, or limitation referenced herein, in section 4 of the corresponding 2500 Building Lease, attached hereto and incorporated herein as **Exhibit "E"**, or otherwise currently existing by law.

17. SUCCESSORS AND ASSIGNS

The covenants, provisions and agreements herein contained shall in every case be binding on and inure to the benefit of the parties hereto respectively, and their respective heirs, executors, administrators, successors and assigns, except that the right of parties to assign their interest under this Agreement, is and shall be subject to the written consent of the other party as hereinabove provided, which provision it is not intended to be waived, qualified, or altered in any manner whatsoever by this clause or any other clause herein referring to assigns.

18. LIENS

Each party shall furnish to the other party at time of closing an affidavit attesting to the absence of any claims of lien or potential lienors known to each party and further attesting that there have been no improvements or repairs to the respective properties of each party for ninety (90) days immediately preceding date of closing which have not been paid. If the properties have been

improved, or repaired within said time, the owner of each improved property shall deliver releases or waivers of mechanic's liens, executed by all general contractors, subcontractors, suppliers, and materialmen, and further reciting that in fact all bills for work to the property which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing.

19. DEFAULT

If, for any reason other than failure of the Developer to render its title marketable after diligent effort, Developer fails, neglects or refuses to perform its obligations under this Agreement, County may terminate this agreement and seek any additional remedy under Florida law. If, for any reason other than failure of the County to render its title marketable after diligent effort, County fails, neglects, or refuses to perform its obligations under this Agreement, the Developer may seek any remedy under Florida law. Notwithstanding the foregoing, a party shall not be in default until thirty (30) days after receipt written notice of an alleged default by the other party, and the party in receipt of such notice has failed to cure said alleged default within said thirty (30) day period.

20. BROKER

The Developer warrants and represents to County that it has not engaged a real estate broker with respect to the Property. County represents to Developer that it has not engaged a real estate broker with respect to the Developer Property.

21. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)

The parties shall comply with the provisions of FIRPTA and applicable regulations.

22. WARRANTIES/AND REPRESENTATIONS

A. Each party represents and warrants to each other that there are no facts known which materially affect the value of the County Property or Developer's Property, respectively, being conveyed which are not readily observable by other party or which have not been disclosed to the other party.

B. (1) The County represents that the County Property is not currently being used and to the best of its knowledge and belief, has not been used, by any business or other activity which uses or used toxic chemicals, hazardous substances or substances likely to infiltrate the soil or groundwater

and is not now being used and to the best of its knowledge and belief, has not been used in the past as a hazardous waste or toxic chemical storage facility or dumpsite.

Developer represents that the Developer Property was previously occupied and used as an automotive dealership and that said property is subject to a Conditional Site Rehabilitation Completion Order (“**Conditional SRCO**”). A copy of the Conditional SRCO is attached hereto as **Exhibit “H”**. Developer represents that the Developer Property is not and other than the previous car dealership has not been used by any business or other activity which uses or used toxic chemicals, hazardous substances or substances likely to infiltrate the soil or groundwater and is not now being used and to the best of its knowledge and belief, has not been used in the past as a hazardous waste or toxic chemical storage facility or dumpsite.

Each party further represents that to the best of its knowledge and belief, the County Property or the Developer Property, respectively, are not currently being used and have not been used in the past as a garbage dump or landfill area.

(2) Each party represents that to the best of its knowledge and belief the said Properties are not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or to environmental conditions on, under or about the properties, including, but not limited to, soil and groundwater conditions, except as otherwise set forth in Section 22(B)(1) above.

(3) Each party to the Exchange shall have the right, prior to closing, to send or to come upon the County Property or the Developer Property, respectively, at reasonable times with its independent contractors, employees, engineers, and other personnel to inspect and conduct testing upon the property. If either party determines during the Due Diligence Period that the other party’s Property contains any toxic waste, asbestos containing materials, or chemical contamination, or has been used as a hazardous waste or chemical storage facility, which has not otherwise been disclosed herein, or dumpsite or as a garbage dump or landfill site, then that party so affected may elect to cancel this Agreement and have all sums paid to the Grantee hereunder, if any, returned to it.

(4) Developer shall indemnify, reimburse, defend and hold harmless the County from and against all demands, claims, liabilities, fines, fees, losses or expenses (including attorney fees and costs, cleanup costs and fines) by reason of liability, including any strict or statutory liability, imposed upon the County, arising out of or as a consequence of the use of Developer’s Property by Developer or any prior owner or operator which used toxic chemicals, hazardous substances

(including hazardous wastes), or substances likely to infiltrate the soil or groundwater, the use of the Property by Developer or any prior owner or operator as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of Developer's Property by Developer or any prior owner or operator as a garbage dump or landfill.

C. The representations, warranties, and liabilities of both County and Developer contained herein shall survive the closing.

23. CONTRACT NOT RECORDABLE

Neither this Agreement nor any notice thereof shall be recorded in the Public Record of any state, county or local municipality.

24. DISCLOSURE OF BENEFICIAL INTERESTS

If title to Developer's Property is held by a partnership, limited partnership, corporation, trust, or any form of representative capacity whatever for others, Developer shall, upon execution and delivery of this Agreement, comply with Section 286.23, Florida Statutes (2016) (unless exempt under Florida Law), and simultaneous with the delivery of this Agreement, deliver to County 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.

25. OTHER AGREEMENTS; CONSTRUCTION OF THIS AGREEMENT

No prior or present agreements or representations shall be binding upon either party unless included or referenced in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of this Agreement in conflict therewith. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

26. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or a partnership or joint venture

between the parties hereto, it being understood and agreed that neither the method of computation of exchange value, nor any other provision contained herein, nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship contained in this Agreement.

27. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

28. FISCAL FUNDING.

Article VII, Section 10 of the Florida Constitution prohibits counties from pledging credit. Further, Florida Statute §129.07 states that counties may not expend or enter into a contract requiring expenditures in any fiscal year for more than the amount of appropriations in each fund's budget; any such contracted indebtedness is null and void. As such, this Agreement is based on the appropriation of Tenant funding. In the unlikely event funds are not appropriated by or on behalf of the County in any succeeding fiscal year for the purposes described herein, thus preventing the County from performing its contractual duties, then this Agreement shall be deemed to terminate at the expiration of the fiscal year for which the funds were appropriated and expended, without penalty or expense to the County. County agrees to give as much advanced notice of such termination as possible to the Developer.

(Signature pages follow)

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement the day and year first above written.

Executed by County on this _____ day of _____, 20____.

ATTEST:

COUNTY:

KEN BURKE
Clerk of the Circuit Court

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

By: _____
Deputy Clerk

By: _____
Chairman

Print Name: _____

Print Name: _____

(OFFICIAL SEAL)

<p>APPROVED AS TO FORM OFFICE OF THE COUNTY ATTORNEY</p> <p>By: _____</p> <p>Asst. County Attorney</p> <p>Date: _____</p>

(Developer's Signature on Following Page)

Executed by Developer on this ____ day of _____, 2017

DEVELOPER:

2500 34TH ST, LLC, a Florida limited liability company

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Carlos A. Yepes, Manager

EXHIBIT "A"

"COUNTY PROPERTY"

Address: 1800 66th Street N., St. Petersburg (Approximately 3.72+/- Acres)

Parcel ID # 18-31-16-19750-001-0010

Legal Description:

CROSSWINDS MALL 4TH PARTIAL REPLAT BLK 1, PT OF LOT 1 DESC AS FROM NE COR OF SD LOT RUN S 272FT TH ALG CURVE TO RT S45DW RAD 30FT ARC 47.29FT TH W 474.75FT TH N 36.5FT TH W 110FT TH N29DW ALG CURVE TO RT RAD 122FT ARC 131.18FT TH N 107.46FT TH E 673.93FT TO POB CONTAINING APPROXIMATELY 3.72 ACRES.

EXHIBIT "B"

"DEVELOPER PROPERTY"

Address: 2500 34th Street N., St. Petersburg (Approximately 3.94+/- Acres)

Parcel ID # 10-31-82161-001-0010

Legal Description:

SIRMONS ESTATES CHRYSLER ADD BLK 1, LOT 1 TOGETHER WITH PART OF SE 1/4 OF SEC 10-31-16 ALL DESC AS BEG SE COR OF SD LOT 1 TH S89D59'49"W 583.58FT TH N00D07'11"E 312.34FT TH S89D51'39"E 318.7FT TH CUR RT RAD 100FT ARC 45.47FT CB S76D50'02"E 45.08FT TH S63D48'26"E 76.8FT TH CUR LT RAD 85FT ARC 38.65FT CB S76D50'02"E 38.32FT TH S89D51'39"E 114.73FT TH S00D08'16"W 258.36FT TO POB CONTAINING APPROXIMATELY 3.94 ACRES.

EXHIBIT "D"

RESERVATION OF LEASEHOLD INTEREST IN COUNTY PROPERTY

EXHIBIT "E"

2500 BUILDING LEASE

EXHIBIT "F"

DEVELOPER'S GROUND LEASE RESERVATION

EXHIBIT "G"
"PERMITTED EXCEPTIONS"

EXHIBIT “H”
“CONDITIONAL SRCO”