

This Document Prepared by and Return to:

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

NEW STADIUM PARCEL AGREEMENT FOR SALE

THIS NEW STADIUM PARCEL AGREEMENT FOR SALE ("New Stadium Parcel Agreement") is entered into this ___ day of _____, 2024 ("Execution Date"), by and between CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation (the "City"), and PINELLAS COUNTY, a political subdivision of the State of Florida (the "County" and each a "Party" and collectively, the "Parties").

RECITALS

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

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

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

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

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

E. Further contemporaneously herewith, the City and the County are entering into (i) that certain First Amendment to the Existing Agreement for Sale dated as of even date herewith, which provides, among other things, for the severance and release of the New Stadium Parcel from the Existing Agreement for Sale to facilitate the development, use and operation of the New Stadium Parcel and aid in the administration thereof separately from the redevelopment during the term of the New Stadium Operating Agreement, (ii) that certain First Amendment to the Existing Lease dated as of even date herewith, which provides, among other things, for the severance and release of the New Stadium Parcel from the Existing Lease to facilitate the development, use and operation of the New Stadium Parcel and aid in the administration thereof separately from the redevelopment during the term of the New Stadium Operating Agreement, and (iii) a New Stadium Parcel Lease-Back and Management Agreement dated as of even date herewith, pursuant to which, among other things, the County continues to lease the New Stadium Parcel to the City.

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

G. The City and the County now desire to enter into this New Stadium Parcel Agreement regarding the County’s continued ownership of the New Stadium Parcel and the circumstances under which the County will reconvey the New Stadium Parcel to the City separate from the remainder of the Dome.

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

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.
2. Mineral and Petroleum Rights. The original deed from the City to the County conveying the Dome pursuant to the Existing Agreement for Sale contained a reservation of

mineral and petroleum rights (“Rights”) pursuant to Section 270.11, Florida Statutes, and such Rights continue to be reserved to the City hereunder.

3. New Stadium Lease. Concurrently with the execution of this New Stadium Parcel Agreement, the Parties will execute a New Stadium Parcel Lease-Back and Management Agreement whereby the County will continue, without a gap in time, to lease the New Stadium Parcel to the City (“New Stadium Lease”).

4. Encumbrances on Title. In the event the County becomes aware of any encumbrance on the title to the New Stadium Parcel at any time after the Execution Date, the County will provide the City written notice of such encumbrance and the City must promptly commence actions to remove such encumbrance at the City’s expense. In the event the City fails to remove an encumbrance that substantially affects the value or utilization of the New Stadium Parcel within a reasonable period of time, the County may, after at least thirty (30) days prior written notice to the City, at the County’s sole discretion, (i) convey the New Stadium Parcel to the City, or (ii) undertake to remove such encumbrance at the City’s expense. The City’s period to cure any such encumbrance as provided herein will be extended for the cure period, if any, provided to StadCo under the New Stadium Operating Agreement to cure such encumbrance.

5. Term. The term of this New Stadium Parcel Agreement (“Term”) will commence on the Execution Date and will terminate in accordance with Paragraph 11. herein.

6. Funding, Expenses and Taxes. The reconveyance of the New Stadium Parcel to the City will be for a nominal amount. The Parties recognize that any fees, costs, taxes and assessments due on the New Stadium Parcel will be the sole responsibility of the City (or third parties, as provided for in the New Stadium Operating Agreement or other agreements). The County does not represent or warrant to the City that the County’s ownership of the New Stadium Parcel will result in immunity from taxation for the New Stadium Parcel. The City and County are currently exempt from the requirements of paying State documentary stamps which are required to be affixed to the deed contemplated in Paragraph 9.E. below pursuant to section 201.01, Florida Statutes. If one Party, but not the other, should lose such exemption prior to the closing, then the non-exempt party will pay the State documentary stamp tax; provided, however, that if the County becomes the non-exempt party, the City will reimburse the County for the amount of such tax at or prior to the closing.

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

8. Cooperation for Continuing Ad Valorem Property Tax Immunity. Subject to Paragraph 6., above, the County will cooperate with the City to provide continuing ad valorem property tax immunity for the New Stadium Parcel, with all costs and expenses resulting from such County cooperation to be borne by the City.

9. Provisions for Reacquisition.

A. The County will convey title to the New Stadium Parcel to the City upon the occurrence of one or more of the following events:

i. The New Stadium Parcel becomes taxable because of the loss of the New Stadium Parcel's ad valorem tax immunity; or

ii. The New Stadium Operating Agreement expires or is terminated, except in the event that a "New Agreement" is entered into pursuant to Article 19 of the New Stadium Operating Agreement, in which case, references in this New Stadium Parcel Agreement to the New Stadium Operating Agreement will be deleted and replaced with such New Agreement; or

iii. The law changes such that City ownership of the New Stadium Parcel would exempt the New Stadium Parcel or cause the New Stadium Parcel to be immune from ad valorem taxation; or

iv. This New Stadium Parcel Agreement or the New Stadium Lease is terminated.

B. Any conveyance of the New Stadium Parcel by the County required pursuant to Paragraph 9. A. above will occur within forty-five (45) days of the date of a demand by the City or the County that title to the New Stadium Parcel be conveyed to the City because of the occurrence of any of the events referenced in Paragraph 9. A. above. The City (or StadCo, as provided for in the New Stadium Operating Agreement) will be responsible for payment of any taxes which accrue from the effective date of taxation to the date of reconveyance.

C. The City will have the option to require the County to convey title of the New Stadium Parcel to the City upon the occurrence of one or more of the following events:

i. The New Stadium Lease or any portion of, use of or interest in the New Stadium Parcel becomes taxable; or

ii. The City determines in its sole, absolute and unfettered discretion that any applicable law has been enacted, amended or modified such that the City would be adversely affected by the County's continued ownership of the New Stadium Parcel; or

iii. The City determines in its sole, absolute and unfettered discretion that reacquisition of the New Stadium Parcel is in the best interest of the City.

D. Any conveyance of the New Stadium Parcel by the County required pursuant to Paragraph 9. C., above, will occur within forty-five (45) days of the date of demand by the City that the County convey title to the New Stadium Parcel to the City due to the occurrence of any of the events referenced Paragraph 9. C., above.

E. Any conveyance of the New Stadium Parcel by the County to the City will be by a County deed in accordance with Section 125.411 Florida Statutes.

F. Any conveyance of the New Stadium Parcel by the County to the City will be at the City's sole expense.

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

11. Termination and Enforcement of Agreement.

A. If, through any cause, the City or the County should default in any of the covenants, agreements, terms, conditions or stipulations of this New Stadium Parcel Agreement and should fail to cure such default within thirty (30) days after receiving written notice of such default from the non-defaulting party, in addition to any other remedies available to it, the non-defaulting party will thereupon have the right to terminate this New Stadium Parcel Agreement upon providing the defaulting party five (5) business days prior written notice of its intent to terminate (such five (5) day period to commence upon the defaulting party's receipt of such notice). The thirty (30) day curative period provided herein will be expanded by so much additional time as is reasonably necessary to cure the default provided that the defaulting party commences to cure such default within such thirty (30) day period and thereafter diligently and continuously proceeds to cure the default; provided, however, that in any event the non-defaulting party may terminate this New Stadium Parcel Agreement as provided above if the curative period exceeds six (6) months. Notwithstanding anything to the contrary in this New Stadium Parcel Agreement, during any period when a Party's default hereunder is caused by StadCo's breach of its obligations under the New Stadium Operating Agreement or other Project Documents (as defined in the New Stadium Operating Agreement), the termination of this New Stadium Parcel Agreement will be tolled until all remedies for StadCo's breach can be pursued to completion in accordance with the New Stadium Operating Agreement or other Project Documents, as applicable. If StadCo's breach is cured to completion in accordance with the New Stadium Operating Agreement or other Project Documents, as applicable, such that the City's breach or the County's breach hereunder is also cured, this New Stadium Parcel Agreement will not terminate and will remain in full force and effect.

B. This New Stadium Parcel Agreement and the New Stadium Lease will immediately terminate upon the City's reacquisition of the New Stadium Parcel pursuant to Paragraph 9. herein.

C. Notice of any termination will be given in accordance with Paragraph 17. of this New Stadium Parcel Agreement.

D. Notwithstanding anything to the contrary contained in this New Stadium Parcel Agreement, either Party may elect to require specific performance by the other Party to enforce any of the terms of this New Stadium Parcel Agreement including but not limited to those terms requiring conveyance of the New Stadium Parcel by the County to the City.

E. Upon termination of this New Stadium Parcel Agreement, each Party will:

i. Retain any and all rights under this New Stadium Parcel Agreement and the New Stadium Lease existing or accrued at the time of termination, including but not limited to rights of reacquisition of the New Stadium Parcel;

ii. Remain responsible for performing any and all outstanding obligations under this New Stadium Parcel Agreement and the New Stadium Lease; and

iii. Remain liable for any and all liabilities incurred prior to termination.

12. Assignment. This New Stadium Parcel Agreement may not be assigned by either Party without the prior written consent of the other Party. Any assignment of this New Stadium Parcel Agreement contrary to this Paragraph 12 is void and will confer no rights upon the assignee.

13. Indemnification. The City will indemnify the County as set forth in the New Stadium Lease. Nothing herein can be construed as consent by the County or the City to be sued by third parties in any matter arising out of this New Stadium Parcel Agreement.

14. Conditions of Indemnification. All of the indemnification obligations of the City arising under this New Stadium Parcel Agreement or the New Stadium Lease are limited to the extent permitted by law.

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

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

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

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

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

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

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

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

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

To the City: City of St. Petersburg
175 Fifth Street North
St. Petersburg, Florida 33701
Attn.: City Administrator
E-mail: robert.gerdes@stpete.org

and to: City of St. Petersburg
175 Fifth Street North
St. Petersburg, Florida 33701
Attn.: City Attorney
E-mail: Jacqueline.Kovilaritch@stpete.org

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

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

18. Miscellaneous.

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

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

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

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

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

F. Venue. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each Party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

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

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

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

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

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

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

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

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

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

[Signature Pages Follow]

SIGNATURE PAGE
TO
NEW STADIUM PARCEL AGREEMENT FOR SALE

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

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

Kenneth T. Welch, Mayor

ATTEST

City Clerk

(SEAL)

Approved as to Form and Content

City Attorney (Designee) 00753468

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

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

Notary Public – State of Florida
Print Name: _____
Commission expires: _____

SIGNATURE PAGE
TO
NEW STADIUM PARCEL AGREEMENT FOR SALE

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

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

By: _____
Chairman

ATTEST:
KEN BURKE, Clerk

By: _____
Deputy Clerk

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

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

Notary Public – State of Florida
Print Name: _____
Commission expires: _____

EXHIBIT A-1

LEGAL DESCRIPTION AND DEPICTION OF STADIUM LAND

JULY 15, 2024

STADIUM LAND

PROJECT No. 2307-037

LEGAL DESCRIPTION:

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

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

SAID PARCEL CONTAINING 12.861 ACRES, MORE OR LESS.

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

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

Table with 4 columns: CLIENT (TAMPA BAY RAYS), SCALE (NOT TO SCALE), DRAWN BY (WJH), SECTION (SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST); DATE (07/15/2024), ORDER No. (2307-037), CHECKED BY (GS), COUNTY (PINELLAS COUNTY, FLORIDA)

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

Gerald Silva

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

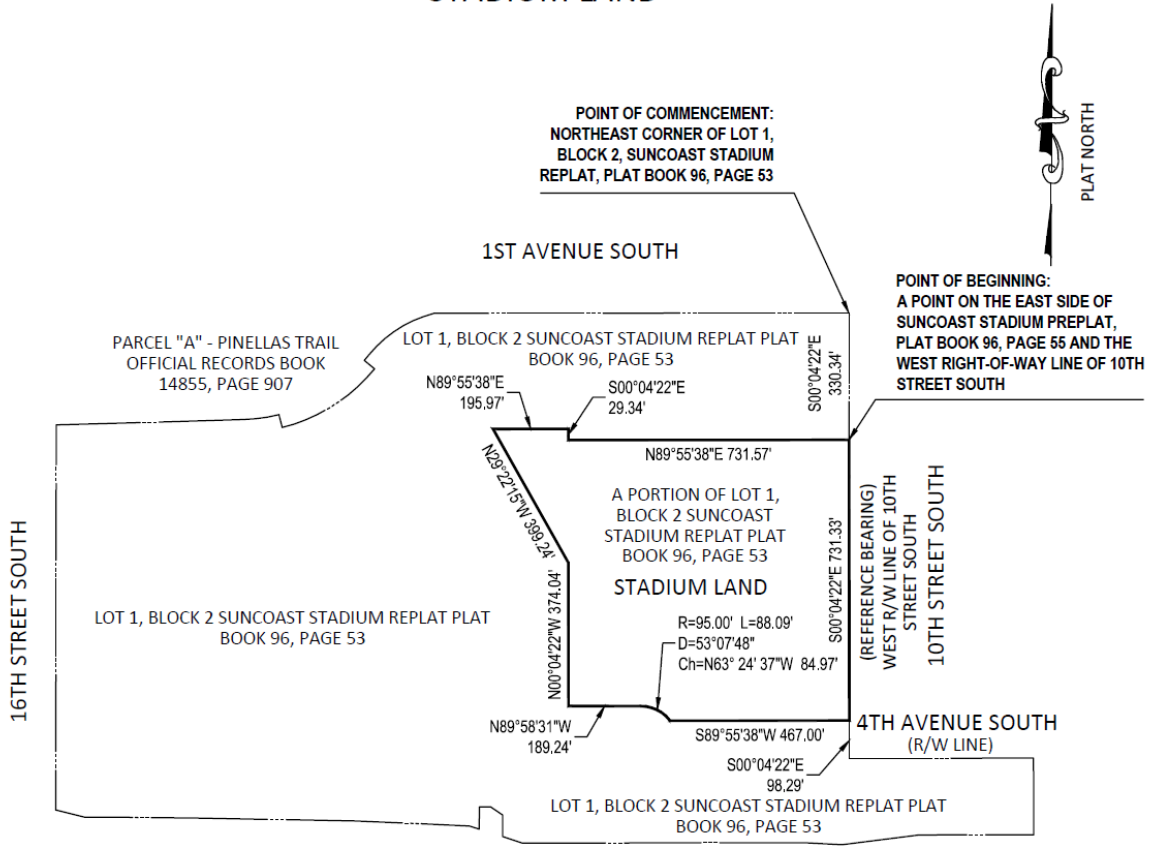
NSI Northwest Surveying Inc.

Certificate of Authorization Number LB0005122

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

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 2



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

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

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

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

Gerald Silva

Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US,
o=Northwest Surveying Inc.,
email=jsilva@nsitampa.com
Date: 2024.07.15 15:33:12 -04'00'
(DATE)

GERALD SILVA, PSM #5218

NSI Northwest Surveying Inc.

Certificate of Authorization Number LB0005122

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

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 2 OF 2

EXHIBIT A-2

LEGAL DESCRIPTION AND DEPICTION OF PARKING GARAGE LAND

JULY 15, 2024

PARKING GARAGE LAND PARCEL 1

PROJECT No. 2307-037

LEGAL DESCRIPTION:

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

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

SAID PARCEL CONTAINING 1.209 ACRES, MORE OR LESS.

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

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

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

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

Gerald Silva

GERALD SILVA, PSM #5218

(DATE)

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

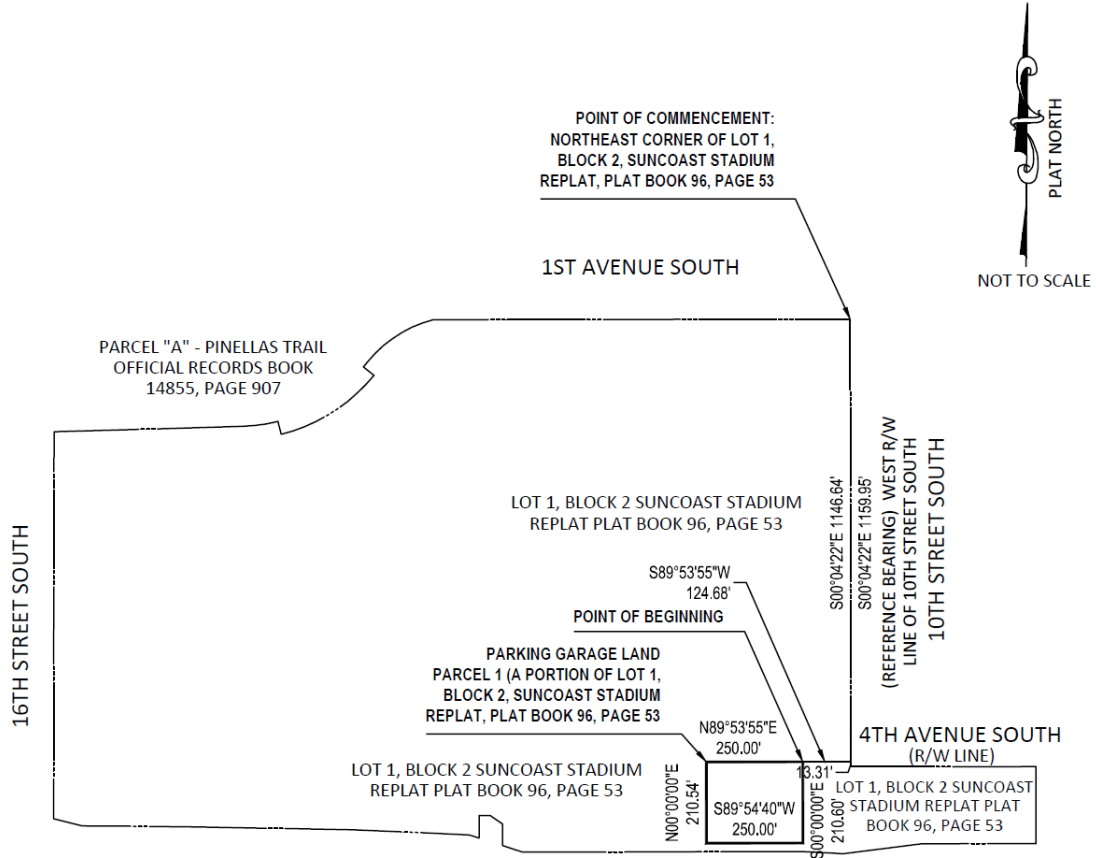
NSI Northwest Surveying Inc.

Certificate of Authorization Number LB0005122

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

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SHEET 1 OF 2



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

LEGEND:

R/W = RIGHT-OF-WAY

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

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

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

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SHEET 2 OF 2

LEGAL DESCRIPTION:

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

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

SAID PARCEL CONTAINING 2.291 ACRES, MORE OR LESS.

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

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

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

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

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SHEET 1 OF 2

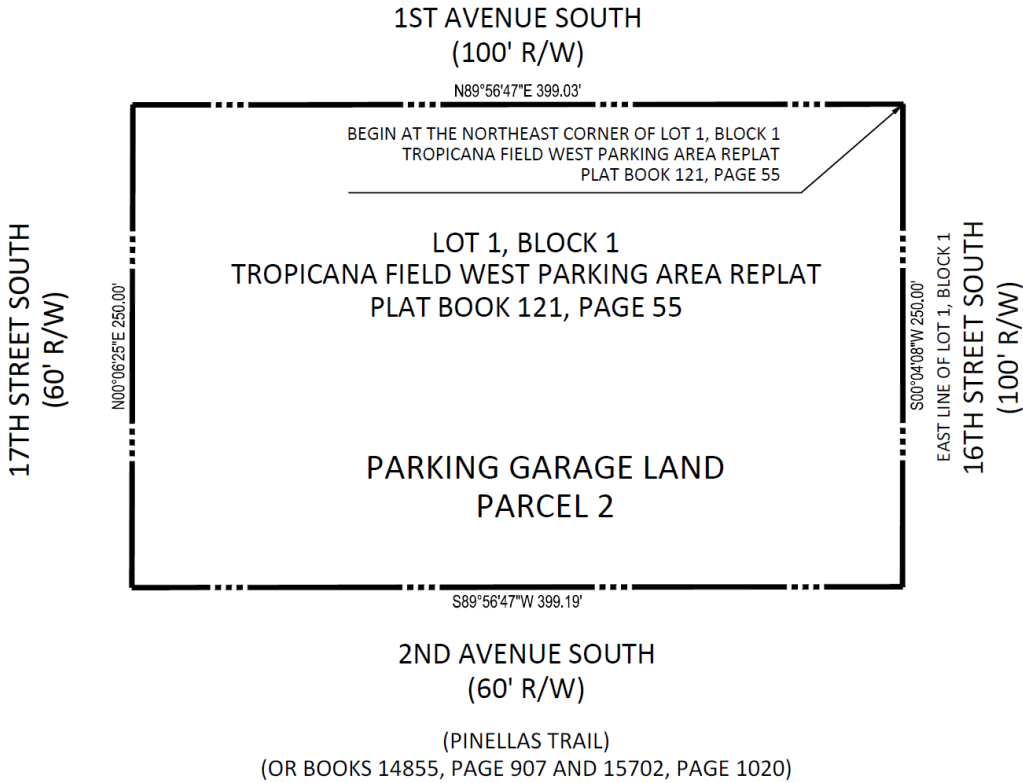
JULY 15, 2024

PARKING GARAGE LAND PARCEL 2

PROJECT No. 2307-037



NOT TO SCALE



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

LEGEND:

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

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

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

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

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SHEET 2 OF 2

EXHIBIT A-3

LEGAL DESCRIPTION AND DEPICTION OF MARQUEE LAND

JULY 15, 2024

MARQUEE LAND

PROJECT No. 2307-037

LEGAL DESCRIPTION:

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

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

SAID PARCEL CONTAINING 1740 SQUARE FEET, MORE OR LESS.

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

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

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

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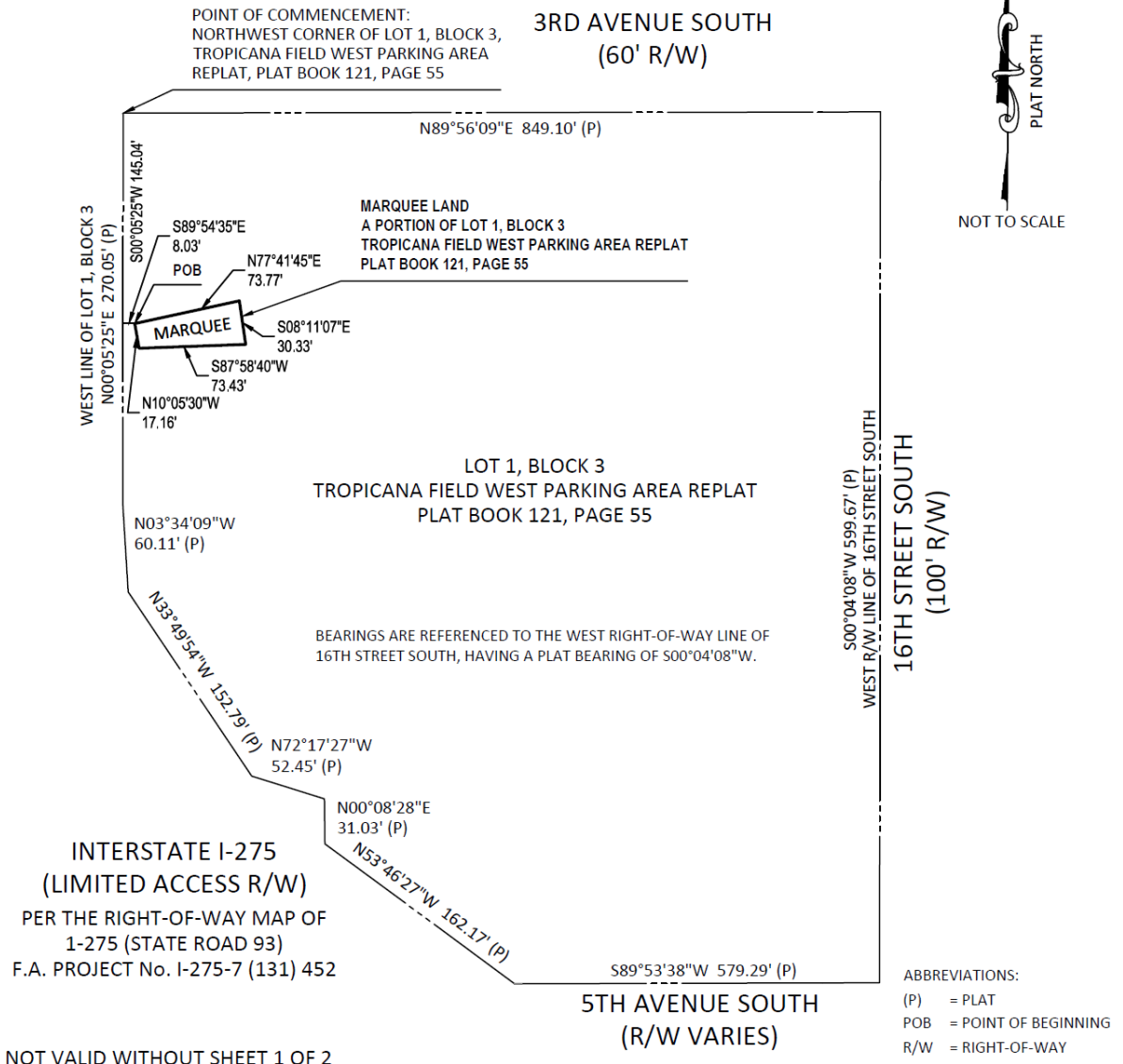
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SHEET 1 OF 2

JULY 15, 2024

MARQUEE LAND

PROJECT No. 2307-037



THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

CLIENT: TAMPA BAY RAYS	SCALE: NOT TO SCALE	DRAWN BY: WJH	SECTION: SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST
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SHEET 2 OF 2