

**FIRST AMENDMENT TO TROPICANA FIELD
LEASE-BACK AND MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO TROPICANA FIELD LEASE-BACK AND MANAGEMENT AGREEMENT (this “First Amendment”) is entered into as of this ____ day of _____, 2024 (the “First Amendment Effective 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”).

RECITALS

A. The City and the County entered into (i) that certain Agreement for Sale dated October 17, 2002 (the “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 “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 (“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 (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-2 attached hereto (the “New Stadium Land”), (b) the Parking Garages on separate portions of the Dome legally described and depicted on Exhibit A-3 attached hereto (collectively, the “Parking Garage Land”), and (c) certain signage on the portion of the Dome legally described and depicted on Exhibit A-4 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 (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 (as may be amended from time to time, the “Redevelopment Agreement”), which provides, among other things, for the redevelopment for residential, commercial and other purposes (collectively, the “Redevelopment”) of all remaining portions of the Dome not included in the New Stadium Parcel.

E. Further contemporaneously herewith, the City and Developer are entering into that Vesting Development Agreement dated as of even date herewith (as may be amended from time to time, the “Vesting Agreement”), to memorialize many of the same development requirements that are set forth in the Redevelopment Agreement, while also vesting in the Developer the right to develop the project under the land development regulations and comprehensive plan in effect at the time the Vesting Agreement is executed.

F. Further contemporaneously herewith, the City and the County are entering into (i) that certain First Amendment to 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 Agreement for Sale and for the further severance and release from the Agreement for Sale of the parcels to be utilized for the Redevelopment pursuant to the Redevelopment Agreement, 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) a New Stadium Parcel Agreement for Sale dated as of even date herewith (the “New Stadium Parcel Agreement for Sale”), for the County’s continued ownership of the New Stadium Parcel, and (iii) a New Stadium Parcel Lease-Back and Management Agreement dated as of even date herewith (the “New Stadium Parcel Lease”), pursuant to which, among other things, the County continues to lease the New Stadium Parcel to the City.

G. 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 which provides, among other things, for the severance and release of the New Stadium Parcel from the Existing Use Agreement and for the further severance and release from the Existing Use Agreement of the parcels to be utilized for the Redevelopment pursuant to the Redevelopment Agreement.

H. The City and the County now desire to amend the Lease in connection with the New Stadium and the Redevelopment as more particularly provided in this First Amendment.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County, intending to be legally bound, hereby agree as follows:

1. Effective Date. This First Amendment is effective on the First Amendment Effective Date.
2. Recitals. The Recitals are incorporated into this First Amendment.

3. Severance and Release of New Stadium Parcel. The New Stadium Parcel is hereby severed and released from the Lease. Exhibit A is hereby replaced with Amended Exhibit A attached to this First Amendment. All references to Exhibit A in the Lease will mean Amended Exhibit A. Concurrently with the mutual execution of this First Amendment, the Parties will execute and record a Memorandum of Amendment of Lease (New Stadium Parcel) in the form attached hereto as Exhibit B-1, memorializing the release of the New Stadium Parcel from the Lease.

4. Lease and Management of Premises. Paragraph 1. of the Lease is hereby amended to read as follows:

“1. Lease and Management of Premises.

A. The County does hereby lease to the City and the City does hereby accept and lease from the County the real property described in Amended Exhibit A, including all improvements located on such real property (“Dome”, as such term may be amended pursuant to this Paragraph 1.). The Dome does not include any interest in agreements between the City and third parties involving or in any way related to the Dome, including, but not limited to the Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg Including the Provision of Major League Baseball (as amended from time to time, the "Existing Use Agreement"), the agreement between the City and Hines Historic Gas Plant District Partnership (“Developer”) related to the redevelopment of the Dome (as may be amended from time to time, the “Redevelopment Agreement”) and the agreement between the City and Developer that vests in the Developer the right to redevelop the Dome under the land development regulations and comprehensive plan in effect at the time such agreement is executed (as may be amended from time to time, the “Vesting Agreement”).

B. It is the intention of the Parties that by this Lease the Parties contract and place in the City sole, exclusive and complete control of the use, development, management and operation of the Dome throughout the Term (as hereinafter defined) with respect to using, developing, operating, managing, maintaining and promoting the Dome at the sole cost and expense of the City, including but not limited to negotiations of all contracts and agreements, providing for the daily operation or development of the Dome, securing users or developers for the Dome, continuation of its portion of debt service payments, making all decisions regarding the financing of future improvements at the Dome, and receiving all rights and emoluments to the Dome, including all operational rights, all surplus funds and revenues available at any time and in connection herewith:

(1) The County recognizes that the City has agreements with third parties involving or related to the Dome (including, the Existing Use Agreement, the Redevelopment Agreement and the Vesting Agreement). The County does hereby acknowledge that those agreements remain in full force and effect and that

the City has reserved and retained all rights and sole obligations under those agreements notwithstanding the County's ownership of the Dome. To the extent that the County may in the future be considered to have any interest in those existing agreements, the County hereby transfers and by these presents does ratify and reaffirm the transfer to the City of all right, title, and interest to them, and specifically authorizes the City to enforce those agreements either in the name of the City or the County as may be required by law.

(2) The City has and will continue to have the sole, exclusive right, authority and responsibility for employing, engaging, compensating, transferring or discharging necessary personnel, fixing and collecting of charges, rates, rents or fees, issuing permits and making other approvals under its jurisdiction for development of the Dome, and making and promulgating necessary rules and regulations for the enforcement thereof. In discharging its obligations hereunder, the City may accept gifts, grants, assistance, funds, or bequests and dispose of or distribute the same in accordance with the terms of this Lease and any applicable interlocal agreements.

(3) The City has and will continue to have the sole, exclusive right and authority to:

- a. demolish, renovate or otherwise improve or modify any building or other improvement existing at the time of execution of this Lease, or which may be constructed during the Term; and
- b. construct any and all improvements which the City in its sole discretion deems necessary.

(4) The City has and will continue to have the full right, authority and obligation to enforce the rights of the County as owner of the Dome against third parties, including but not limited to those existing under this Lease, the Agreement for Sale, the Existing Use Agreement, the Redevelopment Agreement and the Vesting Agreement. Upon request of the City, the County will join the City as a party in any legal action brought by the City to effectuate such enforcement when the County's participation is required as an indispensable party.

(5) The County will fully cooperate with the City to effectuate the terms and provisions of Paragraph 1. of this Lease.

C. The County has been provided with a copy of the executed Existing Use Agreement. It is the intention of the Parties that there be no disruption in the rights, duties and obligations of the City and Rays Baseball Club, LLC (the "Club") set forth in the Existing Use Agreement and that the City retains the right to continue the contractual relationship with the Club and carry out its duties and

responsibilities and receive all benefits from the Existing Use Agreement (including but not limited to the right to the ownership and control over all accounts related to the Dome or established pursuant to the Existing Use Agreement). The County will not be deemed to have any responsibility or liability arising from the Existing Use Agreement and the City will have the sole duty to perform thereunder. All references to Tampa Bay Devil Rays, Ltd. or Devil Rays in the Lease will mean the Club. All references to Devil Rays Agreement in the Lease will mean the Existing Use Agreement.

D. It is the intention of the Parties that there be no disruption in the rights, duties and obligations of the City and Developer set forth in the Redevelopment Agreement and Vesting Agreement and that the City retains the right to continue the contractual relationship with the Developer and carry out its duties and responsibilities and receive all benefits from the Redevelopment Agreement and Vesting Agreement. The County will not be deemed to have any responsibility or liability arising from the Redevelopment Agreement or the Vesting Agreement and the City will have the sole duty to perform thereunder.

(1) The City represents and warrants that (i) the Redevelopment Agreement provides the rights and responsibilities of the City and Developer to effect an acquisition by Developer of parcels within the Dome in connection with the redevelopment, (ii) the acquisition of such parcels by Developer will occur in multiple closings, conveying or leasing such parcels in phases over a period of up to thirty (30) years, (iii) the Agreement for Sale provides for severance and release of parcels being conveyed or leased in connection with the redevelopment (each a "Severed Parcel") and collectively the "Severed Parcels"), as more particularly provided therein (as defined therein, a "Severance"), (iv) contemporaneously with a Severance, the Severed Parcel will be deemed severed and released from this Lease, the term "Dome" as defined and used in this Lease will be deemed amended to exclude the Severed Parcel and Amended Exhibit A will be deemed further amended to exclude the Severed Parcel, and (v) after Severance of a Severed Parcel pursuant to the Agreement for Sale and with respect to such Severed Parcel, the City's and the County's rights, duties and obligations occurring or accruing under this Lease thereafter will cease and be of no further force or effect. If requested by either Party, the Parties will cooperate to execute and record a Memorandum of Amendment of Lease (Severed Parcel) in the form attached hereto as Exhibit B-2, memorializing the release of each Severed Parcel from this Lease.

E. The City will exercise all of its rights granted by this Lease at its sole cost and expense, provided however, that nothing contained herein will relieve the County from its obligations under other agreements in which the City and the County are parties."

5. Term. Paragraph 2. of the Lease is hereby amended to read as follows:

“Term. The term of this Lease (“Term”) will be for a period commencing with delivery of the Deed and an executed copy of this Lease to the County from escrow as provided in the Agreement for Sale (“Effective Date”) and will terminate in accordance with Paragraph 18. of this Lease”.

6. No Mortgage or Disposition of Dome By City. Paragraph 5. of the Lease is hereby amended to read as follows:

“No Mortgage or Disposition of Dome By City. Except as otherwise herein provided, or as provided in any applicable interlocal agreements, the City will not mortgage, pledge or otherwise encumber the Dome during the Term; however, for purposes of using and operating the Dome, the City may enter into leases, subleases, development agreements, service agreements and operating agreements with those designated by it, including the Existing Use Agreement, the Redevelopment Agreement and the Vesting Agreement.”

7. Surplus Funds. Paragraph 7. of the Lease is hereby amended to read as follows:

“Surplus Funds. Any surplus funds, accounts, revenues or land payments arising from the use, development or operation of the Dome, or otherwise, held under this Lease or as provided in any applicable interlocal agreements, and available to the City after making provision for all other obligations with respect to this Lease, the Existing Use Agreement, the Redevelopment Agreement, the Vesting Agreement and the Dome (including any advances made at the option of the City for the benefit of the Dome) may, at the option of the City, be used either for additional improvements to the Dome, retirement of Bonds, or by the City for use for any lawful purposes.”

8. Governmental Regulation. Paragraph 8. of the Lease is hereby amended to read as follows:

“Governmental Regulation. The City will, at its expense, obtain or cause to be obtained all licenses and permits required for, and comply with all federal, state, and local laws, ordinances, orders, rules, and regulations and the federal and state constitutions pertaining to the use, development or operation of the Dome. Governmental penalties, fines, or damages imposed on any portion of the Dome as a result of the acts of the City, its employees or agents, acting with the scope of their employment or agency as the case may be, or the Club or Developer, will be paid by the City after receipt of said notice by the City, unless reasonably contested by the City. The City will be responsible for any and all fines, penalties, interest and other charges which may be assessed as a result of noncompliance by the City, the Club or Developer.”

9. Insurance. Paragraph 11. of the Lease is hereby amended to read as follows:

“11. Insurance.

A. The City must maintain property insurance for the Dome until expiration or earlier termination of the Existing Use Agreement and pay all premiums and deductibles associated with all such property insurance policies. Both the City and the County must be listed as named insureds on all property insurance policies. Proceeds from any claim will be turned over to the City. The County will not be under any obligation to inquire as to the sufficiency of any property insurance and will have no liability for damage to the Dome not covered by property insurance, except as specifically set forth in this Lease or in the Agreement for Sale. If required by the City, the County will join the City as a party in any legal action to effectuate the rights of the City or the County under any property insurance policy. The City will be responsible for the reasonable costs and expenses of all such legal proceedings which are not paid or reimbursed from another source.

B. The City will require the Club to maintain liability insurance as described in Paragraph 2.02(d) of the Existing Use Agreement (as set forth in Exhibit B of the Agreement for Sale) during the term of such agreement. Any amendment to such Paragraph 2.02(d) and any reduction in the liability insurance coverage is prohibited without the prior written consent of the County.

C. The City will require the Developer to maintain liability insurance as described in Section 4.1.4 and Schedule V of the Redevelopment Agreement pursuant to the terms of the Redevelopment Agreement. Any amendment to such Section 4.1.4 and Schedule V related to liability insurance and any reduction in the liability insurance coverage is prohibited without the prior written consent of the County.

D. The obligations of the City contained in this Paragraph 11. are material obligations.”

10. Termination. Paragraph 18. B. of the Lease is hereby amended to read as follows:

“B. This Lease will automatically terminate upon termination of the Agreement for Sale.”

11. Destruction of Dome. Paragraph 20. of the Lease is hereby amended to read as follows:

“Destruction of Dome. If the Dome is destroyed during the term of the Existing Use Agreement, the City must comply with all provisions of the Existing Use Agreement related thereto.”

12. Quiet Enjoyment; Access to Dome. Paragraph 23. of the Lease is hereby amended to read as follows:

“Quiet Enjoyment; Access to Dome. Subject to the terms, covenants, and conditions of this Lease, the Agreement for Sale, the Existing Use Agreement and the Redevelopment Agreement, the County will not act to prevent the City from peacefully and quietly having, holding, and enjoying the Dome for the entire Term. The County will have the right to enter upon the Dome at all reasonable hours for the purpose of assuring the City’s compliance with this Lease.”

13. Recordkeeping. Paragraph 24. of the Lease is hereby amended to read as follows:

“Recordkeeping. The City will maintain books and records as may be required by virtue of its responsibilities under this Lease for the retention periods required by applicable laws. All records are subject to the provisions of Chapter 119, Florida Statutes.”

14. Hazardous Substances. Paragraphs 25. C. and E. of the Lease are hereby amended to read as follows:

“C. The City will not use, store, generate, transport, dispose, release or discharge any Hazardous Substances in or upon the Dome, or knowingly permit the Club, Developer or other third party to engage in such activities in or upon the Dome. However, the foregoing provision will not prohibit the use, storage, maintenance, transportation to and from or handling within the Dome of substances customarily used in the operation of the Dome, provided: (a) such substances shall be used, stored, maintained, transported, handled and disposed of only in accordance with Environmental Laws, (b) such substances shall not be released or discharged in or upon the Dome in violation of Environmental Laws, and (c) for purposes of removal and disposal of any such substances, the City, the Club, Developer or other third party, will be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other required forms.

E. If any Hazardous Substances are released, discharged or disposed of by the City, the Club, Developer, or any other third party in violation of Environmental Laws, the City will immediately, properly and in compliance with Environmental Laws clean up and remove the Hazardous Substances from the Dome and any other affected property or cause the Club, Developer or any other third party to immediately, properly and in compliance with Environmental Laws clean up and remove the Hazardous Substances from the Dome and any other affected property. Such cleanup and removal shall be at the City’s sole expense or the City will cause the Club, Developer or other third party to incur such expense.”

“Landlord’s Rights. All rights reserved to the County under this Lease will be exercised in a reasonable manner and in a manner so as to minimize any adverse impact to the City, the Club or Developer in their use or enjoyment of the Dome or their business associated therewith.”

18. Terms of the Lease. The terms, conditions and provisions of the Lease remain in full force and effect except and to the extent expressly amended by this First Amendment. Wherever in the Lease reference is made to the Lease, such reference will be to the Lease as amended by this First Amendment.

19 Miscellaneous. This First Amendment (a) is binding upon and inures to the benefit of the City and County and their respective successors and assigns and (b) is governed by and construed in accordance with the laws of the State of Florida. This First Amendment may be executed in separate and multiple counterparts, each of which is deemed to be an original, but all of which taken together constitute one and the same instrument. Additionally, the City and County are authorized to sign this First Amendment electronically using any method authorized by applicable laws.

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SIGNATURE PAGE
TO
FIRST AMENDMENT TO TROPICANA FIELD
LEASE-BACK AND MANAGEMENT AGREEMENT

IN WITNESS WHEREOF the County has caused this First Amendment to be executed by its duly authorized representatives on the First Amendment Effective 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

SIGNATURE PAGE
TO
FIRST AMENDMENT TO TROPICANA FIELD
LEASE-BACK AND MANAGEMENT AGREEMENT

IN WITNESS WHEREOF the City has caused this First Amendment to be executed by its duly authorized representatives on the First Amendment Effective Date.

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

Kenneth T. Welch, Mayor

ATTEST

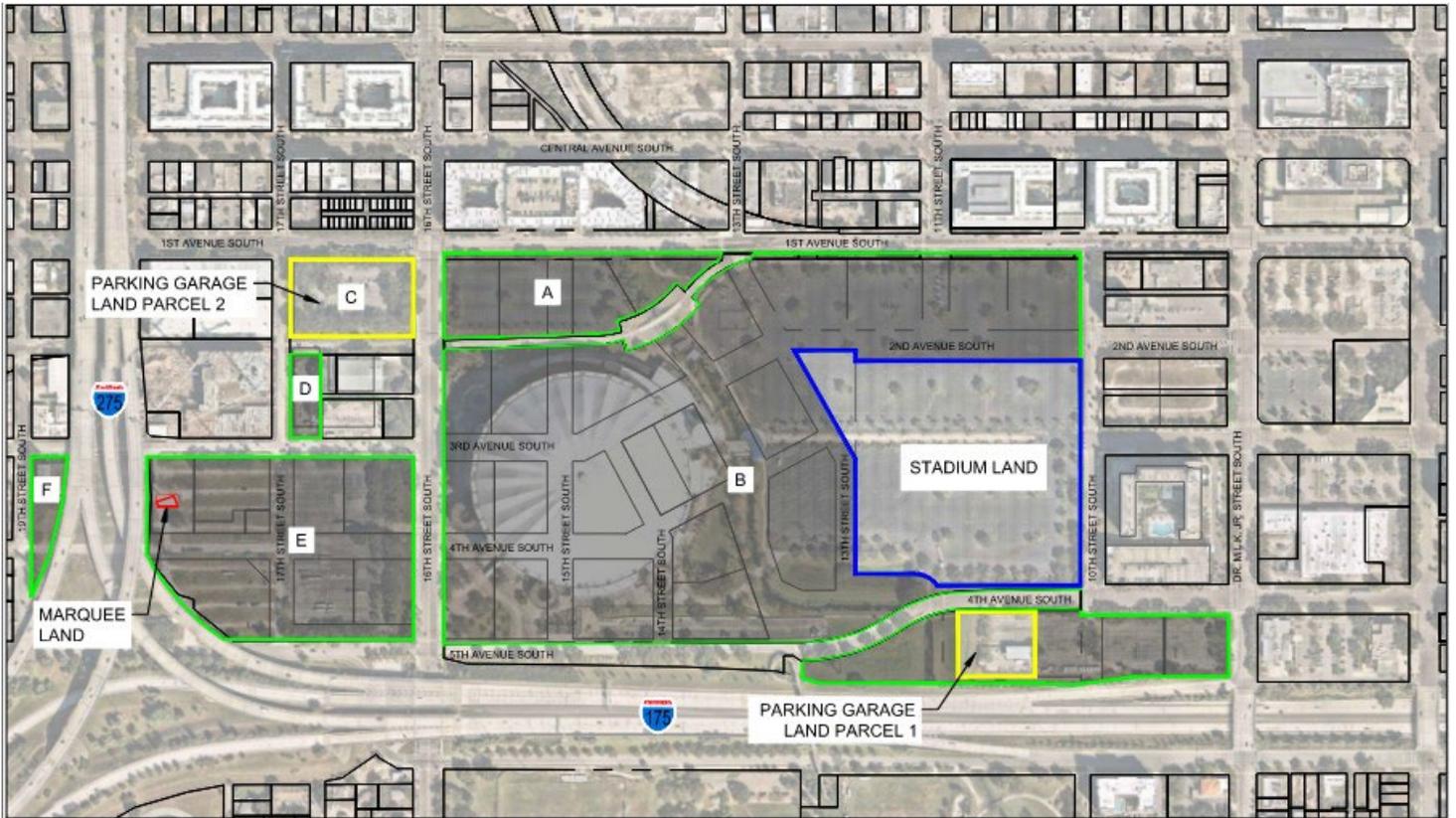
City Clerk

(SEAL)

Approved as to Form and Content

City Attorney (Designee) 00753375

AMENDED EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF DOME



- Green = Dome
- Blue = Stadium Land
- Red = Marquee Land
- Yellow = Parking Garage Land (Parcel 1 and Parcel 2)

LEGAL DESCRIPTION OF DOME:

Parcel A (4.106 Acres): Lot 1, Block 1, Suncoast Stadium Replat, as recorded in Plat Book 96, Pages 53 and 54, Public Records of Pinellas County, Florida

Parcel B (57.729 Acres): Lot 1, Block 2, Suncoast Stadium Replat, as recorded in Plat Book 96, Pages 53 and 54, Public Records of Pinellas County, Florida LESS that portion of 4th Avenue South lying within said Suncoast Stadium Replat and designated as “Ingress/Egress Easement”

Parcel C (2.291 Acres): Lot 1, Block 1, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida

Parcel D (0.618 Acres): Lot 1, Block 2, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

Parcel E (10.964 Acres): Lot 1, Block 3, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

Parcel F (0.473 Acres): Lot 1, Block 4, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

THE ENTIRE ABOVE DESCRIPTION, LESS AND EXCEPT THE FOLLOWING PARCELS:

Stadium Land

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.

Parking Garage Land Parcel 1

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 N89°53'55"E, 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.

Parking Garage Land Parcel 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.

Marquee Land

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.

EXHIBIT A-2

LEGAL DESCRIPTION AND DEPICTION OF NEW 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, SCALE, DRAWN BY, SECTION; DATE, ORDER No., CHECKED BY, COUNTY.

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

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

GERALD SILVA, PSM #5218

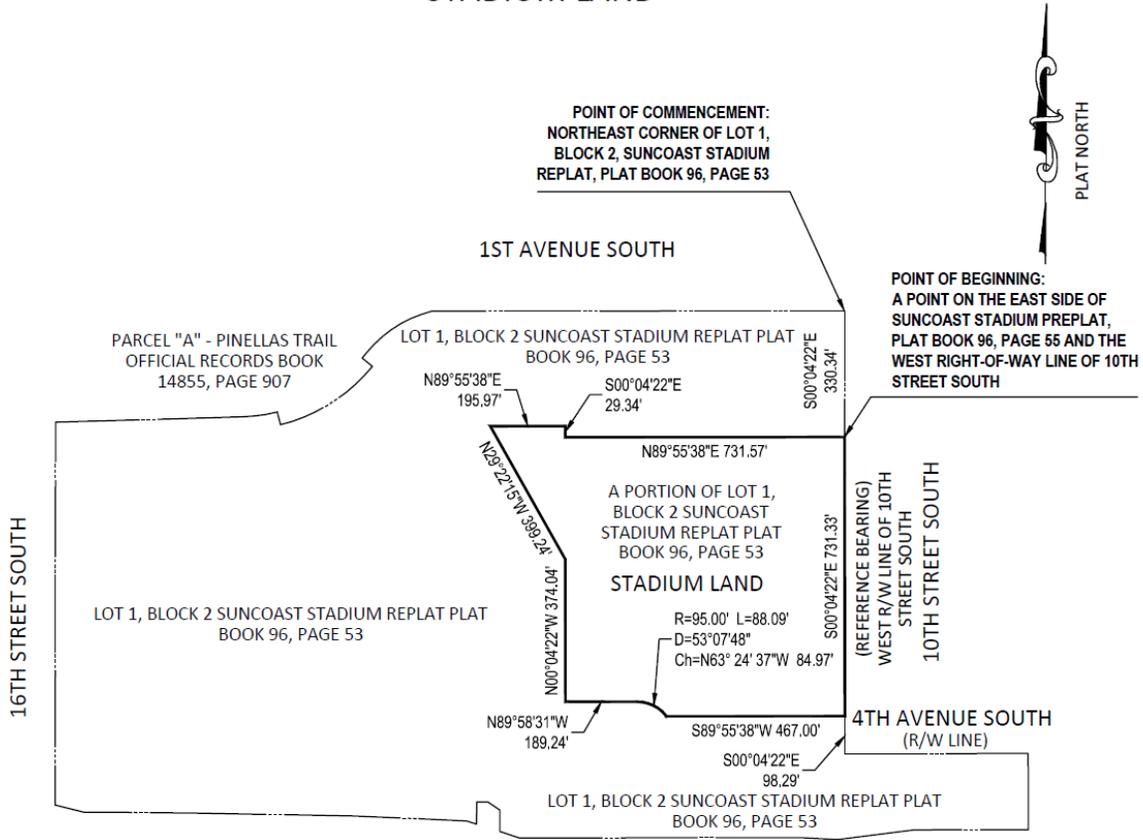
NSI Northwest Surveying Inc.

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 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

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SHEET 2 OF 2

EXHIBIT A-3

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

Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US, o=Northwest
Surveying Inc., email=jsilva@nsltampa.com
Date: 2024.07.16 09:32:00 -04'00'

(DATE)

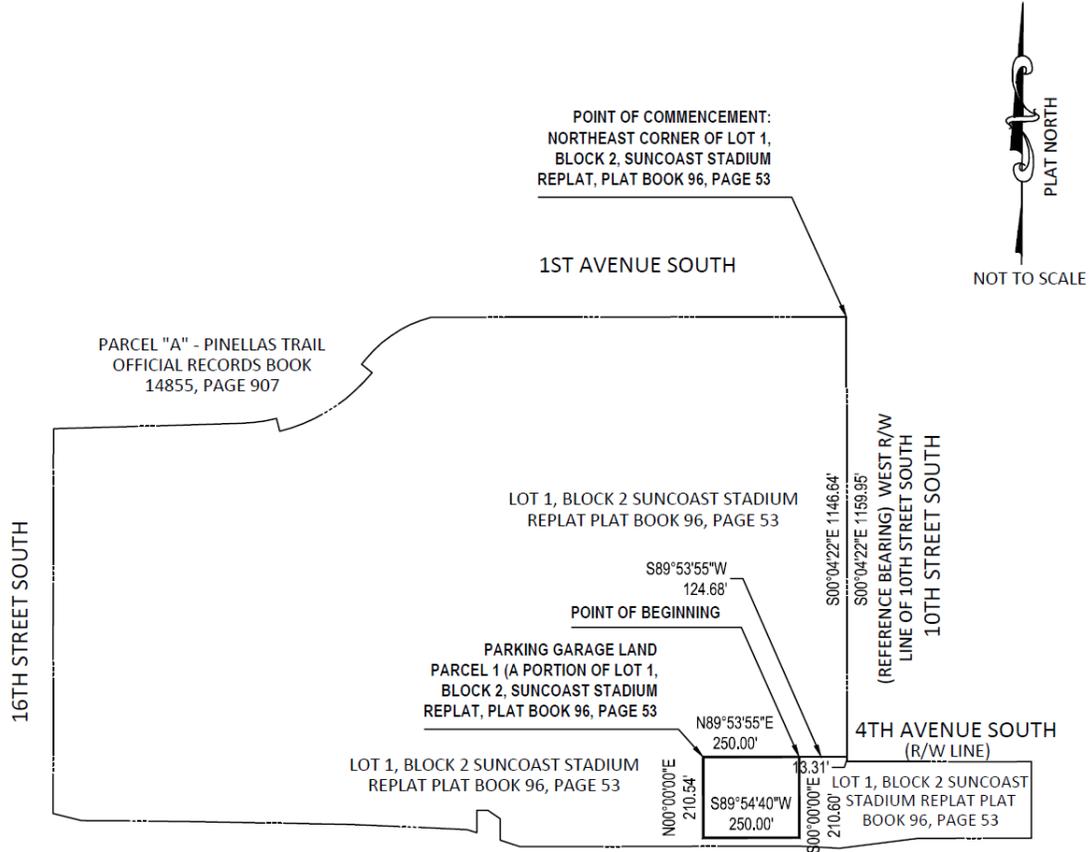
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Tampa: 813-889-9236

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.

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.

Gerald Silva
Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US, o=Northwest
Surveying Inc., email=jsilva@nswtampa.com
Date: 2024.07.16 09:32:27 -04'00'

GERALD SILVA, PSM #5218

(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 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.

Gerald Silva

Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US, o=Northwest
Surveying Inc., email=jsilva@nswtampa.com
Date: 2024.07.15 12:13:30 -0400

GERALD SILVA, PSM #5218

(DATE)

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

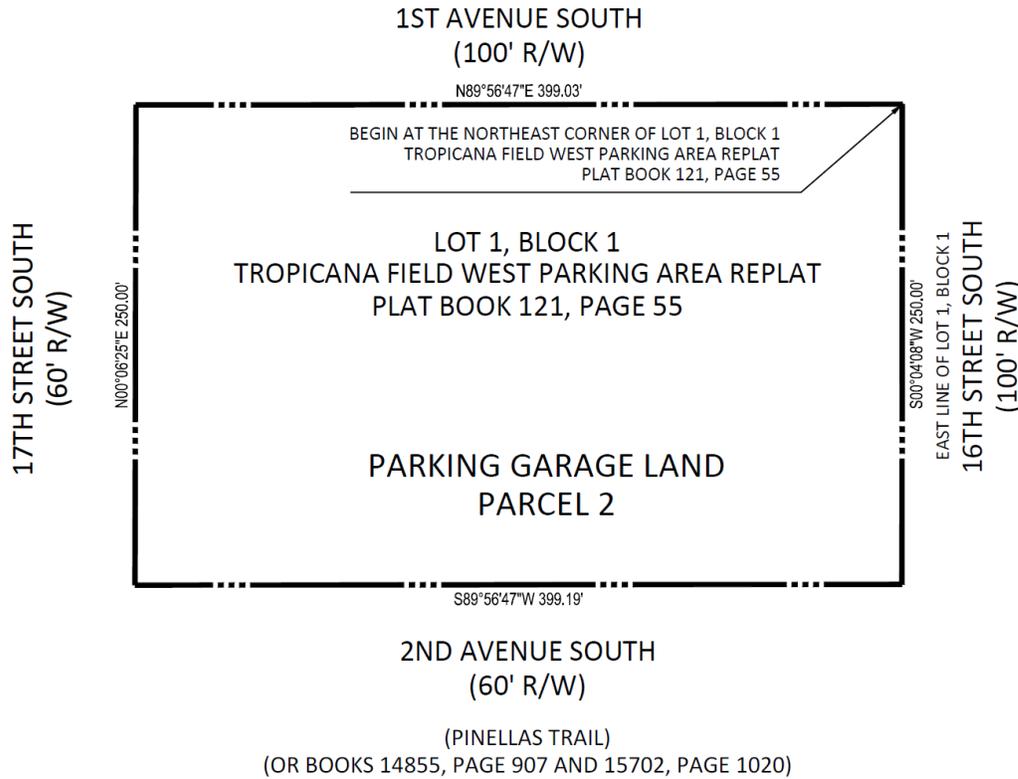
JULY 15, 2024

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.

Gerald Silva

Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US,
o=Northwest Surveying Inc.,
email=jsilva@nstampa.com
Date: 2024.07.15 12:15:30 -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

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SHEET 2 OF 2

EXHIBIT A-4

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

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

Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US, o=Northwest
Surveying Inc.,
email=silva@nstampa.com
Date: 2024.07.15 12:13:53 -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

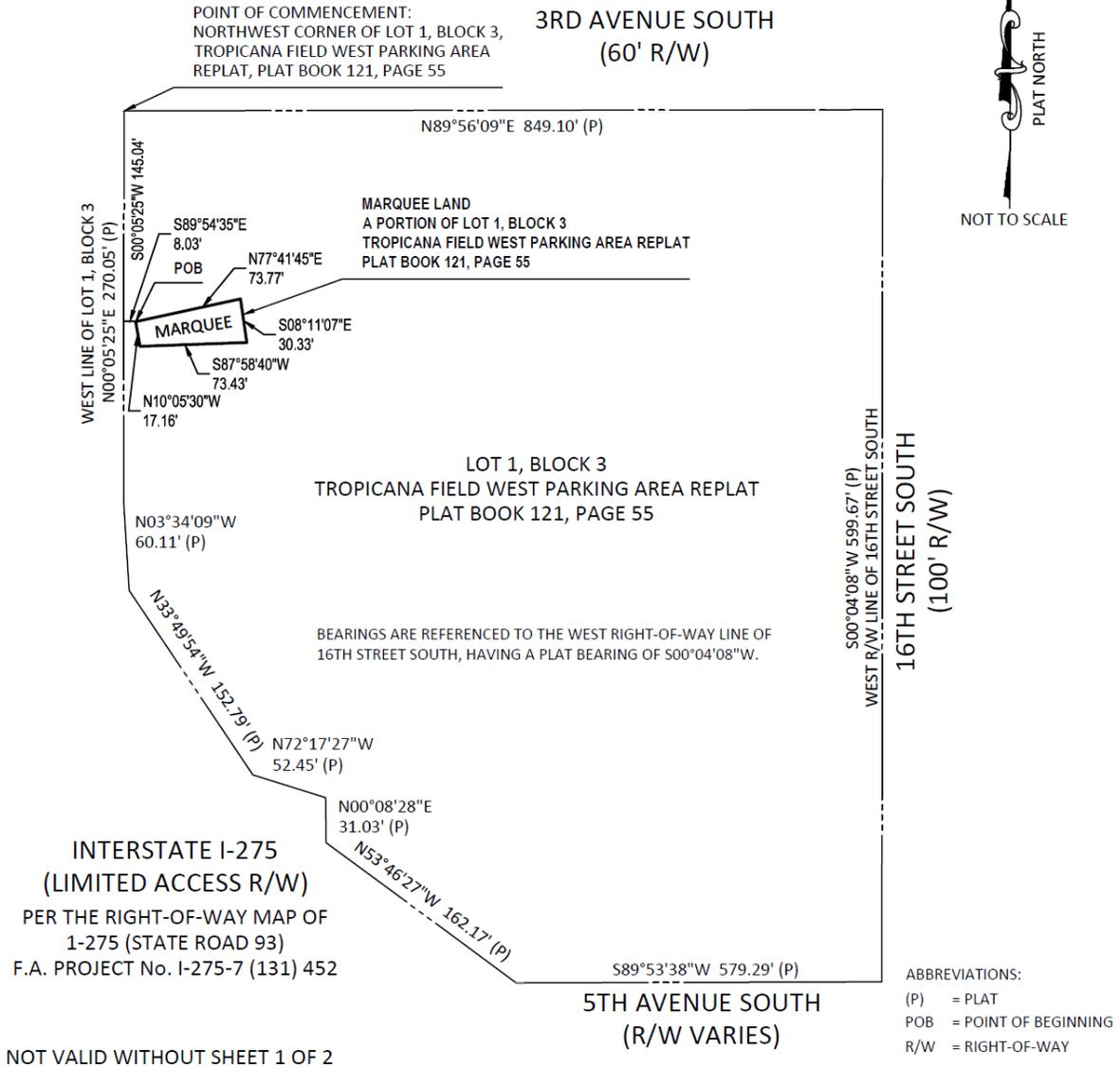
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 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
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
Digitally signed by Gerald Silva
DN: cn=Gerald Silva, c=US, o=Northwest
Surveying Inc., email=jsilva@nsitampa.com
Date: 2024.07.15 12:15:54 -04'00'

GERALD SILVA, PSM #5218

(DATE)

NSI Northwest Surveying Inc.

Certificate of Authorization Number LB0005122

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

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SHEET 2 OF 2

EXHIBIT B-1

**MEMORANDUM OF AMENDMENT OF LEASE
(NEW STADIUM PARCEL)**

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

**MEMORANDUM OF AMENDMENT TO TROPICANA FIELD
LEASE-BACK AND MANAGEMENT AGREEMENT
(NEW STADIUM PARCEL)**

This MEMORANDUM OF AMENDMENT TO TROPICANA FIELD LEASE-BACK AND MANAGEMENT AGREEMENT ("Memorandum") is entered into as of this ____ day of _____, 2024, 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").

RECITALS

A. The City and the County entered into that certain Tropicana Field Lease-Back and Management Agreement dated October 17, 2002 and recorded October 18, 2002 in Book 12289, Page 1428 of the Public Records of Pinellas County, Florida (the "Lease"), pursuant to which, among other things, the City leased from 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 on Exhibit A attached thereto (the "Dome").

B. To facilitate the development, construction, use and operation of a new domed stadium, two (2) parking garages and other improvements on certain portions of the Dome, the City and the County have entered into that certain First Amendment to Tropicana Field Lease-Back and Management Agreement dated _____, 2024 ("First Amendment") to, among other things, sever and release the New Stadium Parcel (as defined below) from the Lease.

NOW THEREFORE, the City and the County have agreed to record this Memorandum to evidence and confirm the following:

1. Reference should be made to the First Amendment for the terms and conditions thereof. All of the terms and conditions of the First Amendment are incorporated herein by this reference.

2. From and after the date of the First Amendment, (a) the portion of the Dome legally described on the attached Exhibit B is severed and released from the Lease (the "New Stadium").

Parcel”), and (b) all references to the “Dome” in the Lease will exclude the New Stadium Parcel and mean and refer to the land legally described on the attached Exhibit C.

3. The terms and conditions of the Lease, as amended by the First Amendment, will run with the land and will be binding upon and inure to the benefit of the City and the County and their respective successors and assigns.

4. Nothing in this Memorandum is intended to or will have the effect of modifying, amending or altering any provisions of the First Amendment and if there is any conflict or inconsistency between this Memorandum and the First Amendment, the provisions of the First Amendment will control.

5. All capitalized terms used herein and not defined will have the meaning set forth in the Lease, as amended by the First Amendment.

6. This Memorandum may be executed in several counterparts, each of which will be deemed an original, and all such counterparts will constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE
TO
MEMORANDUM OF AMENDMENT
TO

TROPICANA FIELD LEASE-BACK AND MANAGEMENT AGREEMENT

IN WITNESS WHEREOF the County has caused this Memorandum to be executed by its duly authorized representatives on the day and date first above written.

COUNTY:

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 _____)

The foregoing instrument was acknowledged before me by _____, Chairman, Board of County Commissioners, and Ken Burke, 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: _____

SIGNATURE PAGE
TO
MEMORANDUM OF AMENDMENT
TO

TROPICANA FIELD LEASE-BACK AND MANAGEMENT AGREEMENT

IN WITNESS WHEREOF the City has caused this Memorandum to be executed by its duly authorized representatives on the day and date first above written.

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

Mayor

ATTEST

City Clerk

(SEAL)

Approved as to Form and Content

City Attorney (Designee) 00753569

STATE OF FLORIDA)
)
COUNTY OF _____)

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

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

EXHIBIT A

LEGAL DESCRIPTION OF THE DOME

Legal Description of the City's Domed Stadium (Tropicana Field)

Block 1, Lot 1 and Block 2, Lot 1, Suncoast Stadium Replat as recorded in Plat Book 96, Pages 53 and 54, Public Records of Pinellas County, Florida

Less that portion of 4th Avenue South laying within said Suncoast Stadium Replat and designated "Ingress/Egress Easement"

Block 1, Lot 1; Block 2, Lot 1; Block 3, Lot 1; and Block 4, Lot 1, Tropicana Field West Parking Area Replat as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida

EXHIBIT B

LEGAL DESCRIPTION OF NEW STADIUM PARCEL

Stadium Land

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.

Parking Garage Land Parcel 1

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 N89°53'55"E, 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.

Parking Garage Land Parcel 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.

Marquee Land

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.

EXHIBIT C

LEGAL DESCRIPTION OF REMAINING DOME

Parcel A (4.106 Acres): Lot 1, Block 1, Suncoast Stadium Replat, as recorded in Plat Book 96, Pages 53 and 54, Public Records of Pinellas County, Florida

Parcel B (57.729 Acres): Lot 1, Block 2, Suncoast Stadium Replat, as recorded in Plat Book 96, Pages 53 and 54, Public Records of Pinellas County, Florida LESS that portion of 4th Avenue South lying within said Suncoast Stadium Replat and designated as "Ingress/Egress Easement"

Parcel C (2.291 Acres): Lot 1, Block 1, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida

Parcel D (0.618 Acres): Lot 1, Block 2, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

Parcel E (10.964 Acres): Lot 1, Block 3, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

Parcel F (0.473 Acres): Lot 1, Block 4, Tropicana Field West Parking Area Replat, as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

THE ENTIRE ABOVE DESCRIPTION, LESS AND EXCEPT THE FOLLOWING PARCELS:

Stadium Land

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.

Parking Garage Land Parcel 1

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 N89°53'55"E, 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.

Parking Garage Land Parcel 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.

Marquee Land

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.

EXHIBIT B-2

MEMORANDUM OF AMENDMENT OF LEASE

(SEVERED PARCEL)

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

**MEMORANDUM OF AMENDMENT TO TROPICANA FIELD
LEASE-BACK AND MANAGEMENT AGREEMENT
(SEVERED PARCEL)**

This MEMORANDUM OF AMENDMENT TO TROPICANA FIELD LEASE-BACK AND MANAGEMENT AGREEMENT ("Memorandum") is entered into as of this ___ day of _____, 202_, 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").

RECITALS

A. The City and the County entered into that certain Tropicana Field Lease-Back and Management Agreement dated October 17, 2002 and recorded October 18, 2002 in Book 12289, Page 1428 of the Public Records of Pinellas County, Florida (the "Lease"), pursuant to which, among other things, the City leased from 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 on Exhibit A attached thereto (the "Dome").

B. To facilitate the redevelopment of the Dome, the City and the County have entered into that certain First Amendment to Tropicana Field Lease-Back and Management Agreement dated _____, 2024 ("First Amendment") to, among other things, sever and release parcels of the Dome from the Agreement for such redevelopment (each parcel of the Dome severed and released being a "Severed Parcel", as further described below).

NOW THEREFORE, the City and the County have agreed to record this Memorandum to evidence and confirm the following:

1. Reference should be made to the First Amendment for the terms and conditions thereof. All of the terms and conditions of the First Amendment are incorporated herein by this reference.

2. From and after the date of Severance pursuant to the First Amendment, (a) the portion of the Dome legally described on the attached Exhibit B is severed and released from the Lease (the

“Severed Parcel”), and (b) all references to the “Dome” in the Lease will exclude the Severed Parcel and mean and refer to the land legally described on the attached Exhibit C.

3. The terms and conditions of the Lease, as amended by the First Amendment, will run with the land and will be binding upon and inure to the benefit of the City and the County and their respective successors and assigns.

4. Nothing in this Memorandum is intended to or will have the effect of modifying, amending or altering any provisions of the First Amendment and if there is any conflict or inconsistency between this Memorandum and the First Amendment, the provisions of the First Amendment will control.

5. All capitalized terms used herein and not defined will have the meaning set forth in the Lease, as amended by the First Amendment.

6. This Memorandum may be executed in several counterparts, each of which will be deemed an original, and all such counterparts will constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE
TO
MEMORANDUM OF AMENDMENT
TO

TROPICANA FIELD LEASE-BACK AND MANAGEMENT AGREEMENT

IN WITNESS WHEREOF the County has caused this Memorandum to be executed by its duly authorized representatives on the day and date first above written.

COUNTY:

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 _____)

The foregoing instrument was acknowledged before me by _____, Chairman, Board of County Commissioners, and Ken Burke, Clerk, Board of County Commissioners, respectively, on behalf of Pinellas County, Florida, on behalf of the County, this _____ day of _____, 202__.

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

SIGNATURE PAGE
TO
MEMORANDUM OF AMENDMENT
TO

TROPICANA FIELD LEASE-BACK AND MANAGEMENT AGREEMENT

IN WITNESS WHEREOF the City has caused this Memorandum to be executed by its duly authorized representatives on the day and date first above written.

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

Mayor

ATTEST

City Clerk

(SEAL)

Approved as to Form and Content

City Attorney (Designee) 00753570

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, Mayor,
_____, City Clerk, and _____, City Attorney, respectively, on behalf of City
of St. Petersburg, Florida, on behalf of the City, this _____ day of _____, 202__.

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

EXHIBIT A

LEGAL DESCRIPTION OF THE DOME

[To be inserted]

EXHIBIT B

LEGAL DESCRIPTION OF SEVERED PARCEL

[To be inserted]

EXHIBIT C

LEGAL DESCRIPTION OF REMAINING DOME

[To be inserted]