

OPTION CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT made and entered into this 31 day of March 1998, between PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, FL 33756, hereinafter referred to as "Buyer" or "County," and NELSON A. WHITESELL, BLANCHE K. WHITESELL, JOSEPH H. WHITESELL, and JEANNE S. WHITESELL, whose address is c/o P.O. Drawer T, St. Petersburg, FL 33731, hereinafter referred to collectively as "Seller."

W I T N E S S E T H:

1. DESCRIPTION OF THE OPTION PROPERTY:

In consideration of the anticipated closing on the P2000 Contract identified in paragraph 3 below, and in consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, the Seller does hereby grant the Buyer an option to purchase the following property containing 20.315 acres, more or less, as more particularly described on Exhibit "A" hereto, hereinafter collectively referred to as the "Option Property." Sellers may, at their election, add to the Option Property one parcel which is contiguous with the P2000 Contract Property or the Option Property, which is not land-locked, and which is contained within the land described in Exhibit "A" as "Potential Additional Parcels." Such election shall be made, if at all, at the time of Sellers' notice, pursuant to paragraph 3, below.

2. PURCHASE PRICE:

The Purchase Price for the Option Property shall be established by appraisal as set forth in Section 125.355, Florida Statutes, and/or other statutory requirements that may govern County real estate transactions at that time and the then-current County policy regarding appraisals for property to be acquired. The Purchase Price shall be determined by the average of two appraisals, after notice of exercise of the option by the County pursuant to paragraph 3

below, as follows: Seller and Buyer each shall have the right to select one (1) qualified appraiser from Buyer's then-current, complete list of approved appraisers. If the Seller's selected appraiser charges an appraisal fee in excess of Buyer's selected appraiser, then Seller agrees to pay any such excess fee to Seller's appraiser.

3. EXERCISE OF OPTION:

On even date herewith, Buyer, Seller (among other related parties), and the Florida Communities Trust have entered into an option contract for 56.8 acres more or less, to be purchased with Preservation 2000 Grant funds, herein referred to as the "P2000 Contract." This Option Contract for Sale and Purchase (herein referred to as "Option Contract") is conditional upon the closing of the P2000 Contract by Buyer from Seller on or before June 30, 1998, or such extension date thereunder as mutually agreed by the parties and approved by the Florida Communities Trust. If the Seller does not close on the P2000 Contract as provided herein, then this Option Contract shall be null and void. If the Seller does close on the P2000 Contract, then both parties agree that the Buyer then has an option to purchase the Option Property within fifteen (15) months following notice of the death of the survivor of Nelson A. Whitesell and Blanche K. Whitesell, or earlier notice at the Seller's option (the "Seller's notice"). Unless deferred pursuant to paragraph 6 below, closing shall occur within fifteen (15) months following the Seller's Notice, unless funding is not available to Buyer, in which event this Option Contract shall be terminated. The terms of this Option Contract shall be binding upon the heirs, assigns, and representatives of Nelson A. Whitesell and Blanche K. Whitesell, and Joseph H. Whitesell and Jeanne S. Whitesell, and shall run with the land once closing occurs on the P2000 Contract.

Within six (6) months after notice of the death of the latter of Nelson A. Whitesell or Blanche K. Whitesell, or within six (6) months after earlier notice from Sellers, Buyer agrees to exercise its option, if at all, to close within fifteen (15) months of said Sellers' notice on the terms set forth in this Option Contract, subject to availability of funding and approval of the

Pinellas County Board of County Commissioners. If funding is not available to a future Board at the time for exercising such option, the County shall notify Seller of this fact and this Option Contract shall terminate.

If the County exercises its option, the personal representative(s) of the Seller's estate(s) (or Sellers if they elect to sell earlier) shall furnish evidence of marketable title by title insurance binder, issued by an insurer acceptable to Buyer and at Buyer's expense, agreeing to furnish a title insurance policy upon recording the deed of conveyance, in the amount of the Purchase Price, insuring good and marketable title excepting only taxes and assessments for the current year, and subject only to those easements and restrictions of record specifically listed on Exhibit "B" hereto and any new matters disclosed by the title insurer which do not affect marketability of title and which do not unreasonably affect the County's intended use of the Option Property as a park site.

At closing on the P2000 Contract, Buyer and Seller shall record a memorandum of this Option Contract to provide record notice hereof. Said memorandum shall be released of record by Buyer if and when the County elects not to exercise its option hereunder or determines it cannot fund said purchase.

Buyer and Seller mutually agree to make no material changes or take any action that could significantly alter the value of the Option Property during the life of this Option Contract that is contrary to the Buyer's future intended use as a park and the Seller's interim use as a residence, except as required by law.

4. EVIDENCE OF TITLE; CLOSING PROCEDURE:

Within thirty (30) days after notice of exercise of the option by the County, Sellers (or their estates, as applicable) shall provide the required title commitment to the County. The County shall have thirty (30) days after receipt thereof to object to title matters not allowed under Paragraph 3 above. Sellers (or their estates) shall act with due diligence to cure any such title defects, in default of which the County shall have no obligation to close and this Option

Contract shall terminate. Upon approval of title and funding by the County, the deed shall be recorded upon Seller's receipt of Buyer's County check for the Purchase Price established under paragraph 2 above, and evidence of title (gap insurance) continued at Buyer's expense, to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. The title commitment ("Title Report") shall be issued by a Florida licensed title insurer acceptable to the County agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price (with fee owner's title policy premium to be paid by Buyer at closing), insuring Buyer's good and marketable title to the Option Property, subject only to those matters deemed acceptable hereunder by the County, and those items which shall be discharged by Seller at or before the Closing Date. The Title Report shall include a true, complete, and legible copy of all documents referred to in the title commitment including, without limitation, plats, deeds, restrictions, zoning information and easements. The final policy shall insure against adverse matters pursuant to Section 627.7841, Florida Statutes (1995), or as amended or renumbered from time to time, and against construction, tax, assessment, and other liens removable by a search of the public records and by affidavit. In the event any title defect(s) render title uninsurable, Seller will have 90 days from receipt of notice within which to remove said defect(s), which shall extend the Closing Date a like amount of time, and if Seller is unsuccessful in removing them within said time, Buyer shall have the option of either accepting the title as it then is or Buyer and Seller shall be released, as to one another, of all further obligations under this Option Contract. However, Seller agrees that Seller will, if title is found to be unmarketable or uninsurable, use diligent effort to correct the defect(s) in title within the time provided therefor, but shall not be required to file any lawsuit to clear title.

5. BINDING DATE:

The binding date of this Option Contract ("Binding Date") shall be the date when the funding of the Option Contract is approved by the Pinellas County Board of County Commissioners, pursuant to Paragraph 3 above.

6. CLOSING DATE:

The Closing Date shall be within fifteen (15) months of the Sellers' notice pursuant to paragraph 3 above. The Closing Date shall under no circumstances precede the vacating of the Option Property by all occupants thereof. In the event that Seller is not able to vacate the Option Property by the scheduled Closing Date, the Closing Date may be deferred for a period of up to ninety (90) days upon written request by the Seller. Thereafter, the Option Property shall be vacated by Seller and the Closing Date shall be set within thirty (30) days after the Property is vacated.

7. POSSESSION:

Seller represents that at the time of closing there will be no parties in possession, and agrees to deliver possession of the Option Property at the time of closing, unless there are leases assumed by Buyer, as provided below.

8. SURVEY:

A complete and accurate legal description and updated survey for the Option Property (which survey must be recent enough to permit removal of the survey exceptions from the title insurance policy pursuant to Section 627.7842, Florida Statutes (1995), or as amended or renumbered from time to time), certified to Pinellas County by a registered Florida surveyor, shall be provided by Seller at Buyer's expense at least ten (10) days prior to the Closing Date. The survey shall clearly indicate the Option Property and any easements, encroachments or improvements thereon. If the survey shows any encroachment of the Option Property or that improvements intended to be located on the Option Property in fact encroach on

lands of others, or violate any of the title covenants herein, the same shall be treated as a title defect.

9. INGRESS AND EGRESS:

Seller warrants that there is ingress and egress to the Option Property.

10. EXPENSES:

Seller will pay for State documentary stamps which are required to be affixed to the deed, and the cost of recording any corrective instruments. All other costs will be paid by Buyer. Values for recording purposes shall be the Purchase Price as determined by the procedures set forth in Paragraph 2, above. The parties for the deed presume that the recording of a memorandum of this Option Contract shall require no payment of documentary stamps, but in any event, Seller shall pay whatever deed stamps are required under Florida law.

11. PRORATIONS:

Taxes, assessments, rent, interest, insurance, and other expenses and revenue of the Option Property shall be prorated through the day prior to closing. Cash received by Seller at closing shall be increased or decreased as may be required by said prorations; provided, however, in the event this transaction closes and title is conveyed between January 1 and November 1, Seller shall be required, at or prior to closing, to place in escrow with the County Tax Collector an amount equal to the current taxes prorated to the Closing Date, based upon the current assessments and millage rates on the Option Property, in accordance with the provisions of Section 196.295, Florida Statutes (1995), as amended or renumbered from time to time. Taxes shall be prorated based on the current year's tax, with due allowance made for maximum allowable discount and homestead or other exemptions if allowed for said year. If closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax; provided, however, if there are completed improvements on the Option Property by January 1 of year of closing,

which improvements were not in existence on January 1 of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment, taking into consideration homestead exemption, if any. However, any tax proration based on an estimate shall be readjusted upon receipt of tax bill.

12. DOCUMENTS FOR CLOSING:

At least five (5) days prior to closing, Seller shall furnish, for Buyer's review, Statutory Warranty Deed and/or Personal Representative's Deed, Ownership Disclosure Form, Court order authorizing sale in the case of Estate or Guardianship conveyance, Transfer of Interest Form, Bill of Sale, Closing Statements, Construction Lien and Tax Lien Affidavit, Affidavit of No Possession, Assignment of Leases (if applicable) and any corrective instruments that may be required in connection with perfecting the title.

Upon the payment by Buyer of the Purchase Price under paragraph 2 of this Option Contract, the Seller will promptly execute and deliver to Buyer a Statutory Warranty Deed, and/or a Personal Representative's Deed, conveying the Property to Buyer in fee simple, and all other documents necessary for the closing of this transaction.

13. PLACE OF CLOSING:

Closing shall be held in Pinellas County at the office of the attorney or other closing agent designated by Seller.

14. TIME:

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

15. RESTRICTIONS, EASEMENTS, LIMITATIONS:

Buyer shall take title subject to: zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions in matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes from the date of closing and subsequent years; any leases assumed by Buyer; and any other matters disclosed on Exhibit "B" or subsequently accepted by Buyer.

16. SUCCESSORS AND ASSIGNS:

The covenants, provisions and agreements herein contained shall in every case be binding on and inure to the benefit of the parties hereto, respectively, and their respective heirs, executors, administrators, successors and assigns, except that the right of Buyer to assign Buyer's interest under this Option Contract, is and shall be subject to the written consent of Seller in its sole and absolute discretion, which provision it is not intended to waive, qualify, or alter in any manner whatsoever this clause or any other clause herein referring to assigns.

17. SPECIAL ASSESSMENT LIENS:

Certified, confirmed and ratified special assessment liens as of the Closing Date (and not as of Binding Date) are to be paid by Seller. Pending liens as of the Closing Date shall be assumed by Buyer, provided, however, that if the improvement has been substantially completed as of Binding Date, such pending lien shall be considered as certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate by the public body of assessment for the improvement. If any continuing annual lien or assessment has accrued in whole or in part but may not be prepaid to the taxing authority, Seller shall deposit the appropriate remaining balance with Buyer at closing, to be paid by Buyer at such time payments are accepted.

18. LIENS:

Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence of any claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Option Property for ninety (90) days immediately preceding date of closing (referred to in paragraph 12 as the Construction Lien and Tax Lien Affidavit). If the Option Property has been improved, or repaired within said time, Seller shall deliver releases or waivers of construction liens, executed by all general contractors and further reciting that in fact all bills for work to the Option Property which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing.

19. DEFAULT:

If, for any reason other than failure of Seller to render title marketable after diligent effort, Seller fails, neglects or refuses to perform its obligations under this Option Contract, Buyer may seek specific performance, which shall be Buyer's sole remedy. If Buyer fails to perform timely any covenant or obligation of Buyer hereunder, Seller may terminate this Option Contract and require a release of any memorandum recorded pursuant to paragraph 3, above.

20. BROKER:

Seller warrants and represents to Buyer that it has engaged Steve Peacock to represent Seller in regards to this Option Contract, whose fee and/or commissions related to this Option Contract shall be paid by Seller pursuant to separate agreement. Seller agrees to hold Buyer harmless from any real estate commissions or fees which may be claimed to be due through the Seller or pursuant to acts of the Seller, and Seller further covenants and agrees to indemnify Buyer for damages, court costs, and attorney's fees incurred as a result of any such claim. The obligations of Seller hereunder shall survive the closing.

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

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

22. RADON GAS:

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

23. LEASES:

Seller shall, not less than fifteen (15) days prior to closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant, if any. In the event Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within said time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenants to confirm such information. Seller shall, at closing, deliver and assign all original leases to Buyer.

24. WARRANTIES/AND REPRESENTATIONS:

a. Seller represents and warrants that there are no facts actually known to Seller materially affecting the value of the Option Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

b. Subject to facts already known to Buyer and arising from adjacent properties: (1) Seller represents and warrants that to Seller's actual knowledge the Option Property is not now being used and to its actual knowledge has not been used, by any business or other activity which uses or used toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater and is not to Seller's actual

knowledge now being used and to Seller's actual knowledge has not been used in the past as a hazardous waste or toxic chemical storage facility or dumpsite. Seller further represents and warrants that to Seller's actual knowledge the Option Property is not now being used and to Seller's actual knowledge has not been used in the past as a garbage dump or landfill area.

(2) Seller represents and warrants that to Seller's actual knowledge the Option Property is not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or relating to environmental conditions on, under or about the Option Property, including, but not limited to, soil and groundwater conditions.

(3) Buyer shall have the right at Buyer's expense, prior to closing, to come upon the Option Property at reasonable times with its independent contractors, employees, engineers and other personnel to inspect and conduct testing upon the Option Property. Buyer shall require all independent contractors, employees, engineers and other non-County personnel to provide casualty and liability insurance, to promptly pay all claims or lawsuits arising out of their usage or testing of the Option Property, and will require all independent contractors, employees, engineers and other non-County personnel to agree to indemnify Seller and hold it harmless from any claim or loss (including attorney's fees) caused by such entry. Buyer shall not allow any lien to attach to the Option Property. If Buyer determines that the Option Property contains any toxic waste or chemical contamination, or has been used as a hazardous waste (or chemical storage facility or dumpsite or as a garbage dump or landfill site), Buyer may ask Seller to pay for a full clean up and remediation of the Option Property to standards acceptable to the Department of Environmental Regulation, or upon refusal of Seller to remediate the Option Property, Buyer may elect to cancel the Option Contract. The Option Contract is specifically made contingent upon the Option Property being free of contamination and as represented above. If Seller elects remediation prior to closing, closing shall be delayed until such time as a qualified environmental company from the County's "short

list" of such companies prepares an estimate of the cost of remediation, and then such sum plus all testing costs expended by the Buyer shall be held in escrow from Seller's proceeds, to first reimburse Buyer and then to pay for the cost of remediation. Seller's liability for remediation expenses shall not be limited to the escrowed sums if Seller elects to allow remediation.

(4) Seller shall indemnify, reimburse, defend and hold harmless the Buyer from and against all demands, claims, liabilities, fines, fees, losses or expenses (including attorney fees and costs, cleanup costs and fines) by reason of Seller's breach of its representation and warranty as stated in this paragraph 24.

c. The representations, warranties, and liabilities of Seller contained herein shall survive until the later of one (1) year after closing or the discharge of the personal representative of the estate of the survivor of Nelson A. Whitesell and Blanche K. Whitesell.

25. MEMORANDUM OF OPTION CONTRACT TO BE RECORDED:

A Memorandum of this Option Contract substantially in the form attached as Exhibit "C" shall be recorded pursuant to Paragraph 3 above in the Official Records of Pinellas County, Florida. Notwithstanding this Option Contract, Seller shall have the right, without Buyer's consent, to encumber the Option Property with mortgage indebtedness, provided, however, that all such mortgages shall be satisfied, and the liens thereof released, by Seller at closing, if Buyer exercises its option hereunder.

26. DISCLOSURE OF BENEFICIAL INTERESTS:

If title to the Option Property is held by a partnership, limited partnership, corporation, trust, or any form of representative capacity whatever for others, Seller shall, upon execution and delivery of this Option Contract, comply with Section 286.23, Florida Statutes (1995) (unless otherwise provided by state law), and simultaneous with the delivery of this Option Contract, shall deliver to Buyer an affidavit, made under oath and subject to the penalties prescribed for perjury, stating the name and address of the affiant and the name and address of every person having a beneficial interest in the Property, however small or minimal.

27. OTHER AGREEMENTS; CONSTRUCTION OF THIS OPTION CONTRACT:

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

28. RELATIONSHIP OF THE PARTIES:

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of purchase price, nor any other provision contained herein, nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of Buyer and Seller.

29. FISCAL FUNDING.

In the event that funds are not appropriated by the Buyer in any succeeding fiscal year for purposes described herein once the option is exercised, then the Option Contract shall be deemed to terminate upon the expiration of the fiscal year for which funds were appropriated. In that event the parties shall execute and record in the Official Records of Pinellas County a document terminating this Option Contract.

30. POST-CLOSING OBLIGATION.

Within six (6) months after the closing, the County shall, at its expense, install and maintain a chain-link fence along the perimeter boundary between any portion of the real property acquired by the County from Seller pursuant to this Option Contract or the P2000

Contract, on the one hand, and any abutting real property retained by Seller, on the other hand. The parties acknowledge that the fence height and exact location in relation to roadways, etc., shall be subject to City of Largo permit requirements; however, the County shall endeavor to utilize a fence six-feet in height wherever permissible.

31. COUNTERPARTS.

This Option Contract may be executed in one or more separate counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this real estate Option Contract the day and year first above written.

Executed by Buyer on: March 31, 1998

ATTEST:

KARLEEN F. DEBLAKER
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

(OFFICIAL SEAL)

BUYER:

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

By: [Signature]
~~Robert B. Stewart~~, Chairman
Barbara Sheen Todd

Approved as to legal form
and sufficiency:

By: [Signature]
Assistant County Attorney

Executed by Seller on: _____

WITNESS: (As to all Seller Parties)

By: [Signature]
Print Name: Monica M. Lemieux

By: [Signature]
Print Name: TRINA R SIPRELL

SELLER:

By: [Signature]
JOSEPH H. WHITESELL

By: [Signature]
Print Name: Phillip Keeland

By: [Signature]
JEANNE S. WHITESELL

By: [Signature]
Print Name: AARON JOHNSON

By: _____
Print Name: _____

By: _____
NELSON A. WHITESELL

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
BLANCHE K. WHITESELL

By: _____
Print Name: _____

THE TERMS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL IN OPEN SESSION BY THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, FLORIDA.

STATE OF FLORIDA
COUNTY OF PINELLAS

[Signature]
↑
Barbara Sheen Todd

The foregoing instrument was acknowledged before me this 31 day of March, 1998, by Robert B. Stewart, as Chairman, of the Pinellas County Board of County Commissioners, a political subdivision of the State of Florida, on behalf of Pinellas County. He is personally known to me or has produced _____ (type of identification) as identification.

[Signature]
Signature of Person Taking Acknowledgment

Name of Acknowledger Typed Robert B. Stewart or Stamped



Huyen Kim Hahn
MY COMMISSION # CC610732 EXPIRES
April 12, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

(NOTARY SEAL)

Notary Public, State of _____

Notarial Serial Number _____

By: _____
Print Name: _____

By: _____
JEANNE S. WHITESELL

By: _____
Print Name: _____

By: Janet Nichols
Print Name: JANET NICHOLS

By: Nelson A. Whitesell
NELSON A. WHITESELL

By: Stephen L. Peacock
Print Name: Stephen L. Peacock

By: Janet Nichols
Print Name: JANET NICHOLS

By: Blanche K. Whitesell
BLANCHE K. WHITESELL

By: Stephen L. Peacock
Print Name: Stephen L. Peacock

THE TERMS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL IN OPEN SESSION BY THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, FLORIDA.

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by ~~Robert B. Stewart~~, as Chairman, of the Pinellas County Board of County Commissioners, a political subdivision of the State of Florida, on behalf of Pinellas County. He is personally known to me or has produced _____ (type of identification) as identification.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

(NOTARY SEAL)

Notary Public, State of _____

Notarial Serial Number

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 31 day of March, 1998, by Linda A. Reed, as Deputy Clerk of the Circuit Court of the Pinellas County Board of County Commissioners, a political subdivision of the State of Florida, on behalf of Pinellas County. He/she is personally known to me or has produced _____ (type of identification) as identification.

Huyen Kim Hahn
Signature of Person Taking Acknowledgment



Huyen Kim Hahn
MY COMMISSION # CC610732 EXPIRES
2001
BONDED THRU TROY FAIN INSURANCE, INC.

(NOTARY SEAL)

Name of Acknowledger Typed, ~~Printed~~ or Stamped _____

Notary Public, State of _____

Notarial Serial Number _____

STATE OF Florida
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 26 day of March, 1998 by JOSEPH H. WHITESELL. He is personally known to me or has produced _____ (type of identification) as identification.



Monica M. Lemieux
MY COMMISSION # CC632100 EXPIRES
July 11, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

Monica M. Lemieux
Signature of Person Taking Acknowledgment

Monica M. Lemieux
Name of Acknowledger Typed, Printed or Stamped _____

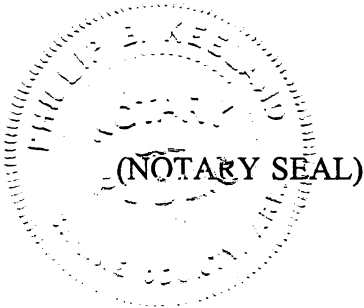
(NOTARY SEAL)

Notary Public, State of Florida

CC632100
Notarial Serial Number _____

STATE OF ARKANSAS
COUNTY OF Pulaski

The foregoing instrument was acknowledged before me this 26 day of March,
1998 by JEANNE S. WHITESELL. She is personally known to me or has produced
Arkansas Drivers License (type of identification) as identification.



Phil B. Keeland
Signature of Person Taking Acknowledgment

Phil B. Keeland
Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Arkansas Exp 01-01-07

Notarial Serial Number

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of _____,
1998 by NELSON A. WHITESELL. He is personally known to me or has produced
_____ (type of identification) as identification.

(NOTARY SEAL)

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of _____

Notarial Serial Number

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of _____,
1998 by BLANCHE K. WHITESELL. She is personally known to me or has produced
_____ (type of identification) as identification.

(NOTARY SEAL)

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of _____

Notarial Serial Number

STATE OF ARKANSAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
1998 by JEANNE S. WHITESELL. She is personally known to me or has produced
_____ (type of identification) as identification.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of _____

Notarial Serial Number

(NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 24th day of MARCH,
1998 by NELSON A. WHITESELL. He is personally known to me or has produced
_____ (type of identification) as identification.



JANET NICHOLS
My Commission CC636561
Expires Apr. 13, 2001
Bonded by RLI Surety

Janet Nichols
Signature of Person Taking Acknowledgment

Janet Nichols
Name of Acknowledger Typed, Printed or Stamped

FLORIDA
Notary Public, State of _____

CC636561
Notarial Serial Number

(NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 24th day of MARCH,
1998 by BLANCHE K. WHITESELL. She is personally known to me or has produced
_____ (type of identification) as identification.



JANET NICHOLS
My Commission CC636561
Expires Apr. 13, 2001
Bonded by RLI Surety

Janet Nichols
Signature of Person Taking Acknowledgment

Janet Nichols
Name of Acknowledger Typed, Printed or Stamped

FLORIDA
Notary Public, State of _____

CC636561
Notarial Serial Number

(NOTARY SEAL)

INDEX OF EXHIBITS
PINELLAS COUNTY/WHITESELL
OPTION CONTRACT (CENTER PARCEL)

- Exhibit "A": Legal Description/Option Property and
 Potential Additional Parcels
- Exhibit "B": List of Permitted Exceptions to Title
- Exhibit "C": Memorandum of Contract Form

EXHIBIT "A"
Legal Description/Option Property and
Potential Additional Parcels

Legal Description of Option Property

The East 1/2 of the Southwest 1/4 of Section 9, Township 30 South, Range 15 East, LESS and EXCEPT: (1) that part included in the P2000 contract identified in paragraph 3 of this Agreement; (2) the East 295 feet thereof; and (3) right-of-way for Walsingham Road, containing 20.315 acres, M.O.L.

Legal Description of Potential Additional Parcels

The West 265 feet of the East 295 feet of the South 361 feet of the Northeast 1/4 of Section 9, Township 30 South, Range 15 East, and

The West 265 feet of the East 295 feet of the North 495 feet of the Southeast 1/4 of Section 9, Township 30 South, Range 15 East,

containing 5.2 acres, M.O.L.

EXHIBIT "B"
List of Permitted Exceptions to Title

Easement and Right-of-Way in favor of Florida Power Corporation
filed 8/1/56 in Deed Book 1610, Page 567;

and,

unpaid ad valorem taxes, if any.

EXHIBIT "C"

Prepared by and when
recorded mail to:

Joel R. Tew, Esquire
Tew, Zinober, Barnes, Zimmet & Unice
P.O. Box 5124
Clearwater, FL 33758-5124

**MEMORANDUM OF
OPTION CONTRACT FOR SALE AND PURCHASE**

This is a Memorandum of that certain Option Contract for Sale and Purchase entered into the ___ day of _____, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, FL 33756, hereinafter referred to as "Buyer" or "County," and JOSEPH H. WHITESELL, JEANNE S. WHITESELL, NELSON A. WHITESELL, AND BLANCHE K. WHITESELL, whose address is c/o P.O. Drawer T, St. Petersburg, FL 33731, hereinafter referred to collectively as "Seller."

WHEREAS, Seller and Buyer entered into an Option Contract for Sale and Purchase (the "Agreement"), dated _____, with respect to that certain real property located in Pinellas County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, pursuant to the terms of the Agreement, Buyer has the exclusive right to purchase the Property; and

WHEREAS, Seller also has made certain commitments to Buyer in the Agreement which are related to the Property and which may affect third parties and successors and assigns of Seller;

NOW, THEREFORE, the parties to the Agreement hereby mutually acknowledge that Seller has granted the Buyer an option to purchase the following property containing 22.50 acres, more or less, as more particularly described on Exhibit "A" hereto, and agree that:

AGREEMENT

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Record notice is hereby provided that the Buyer has certain rights with respect to the Property pursuant to the Agreement, which Agreement is and shall be a part of this instrument as fully and completely as if the same were set forth herein.
3. Without limiting the effect of any other provisions of the Agreement, or affecting the interpretation or construction of the Agreement as a whole, notice is hereby given that Buyer has the exclusive right to purchase the Property.
4. The parties hereto agree to take all actions necessary to cause this Memorandum of Agreement to be removed from the Public Records of Pinellas County, Florida, once the Buyer's exclusive right to purchase the Property from Seller has expired or has terminated, or Buyer has elected not to exercise said option or not to fund said purchase, pursuant to the Agreement.

5. Notwithstanding the Agreement or this Memorandum thereof, the Buyer's consent shall not be required for Seller to encumber the Property, or any part thereof, with any mortgage indebtedness during the term of the Agreement.

6. This Memorandum may be executed in one or more separate counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

ATTEST:

KARLEEN F. DEBLAKER
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

(OFFICIAL SEAL)

BUYER:

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

By: [Signature]
~~Robert B. Stewart, Chairman~~
Barbara Sheen Todd

WITNESS: (As to all Seller Parties)

By: [Signature]
Print Name: Monica M. Lemieux

By: [Signature]
Print Name: TRINA R Siptell

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

SELLER:

By: [Signature]
JOSEPH H. WHITESELL

By: _____
JEANNE S. WHITESELL

By: _____
NELSON A. WHITESELL

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Attorney

5. Notwithstanding the Agreement or this Memorandum thereof, the Buyer's consent shall not be required for Seller to encumber the Property, or any part thereof, with any mortgage indebtedness during the term of the Agreement.

6. This Memorandum may be executed in one or more separate counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

ATTEST:

KARLEEN F. DEBLAKER
Clerk of the Circuit Court

BUYER:

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

By: _____
Deputy Clerk

By: _____
Robert B. Stewart, Chairman

(OFFICIAL SEAL)

WITNESS: (As to all Seller Parties)

SELLER:

By: _____
Print Name: _____

By: _____
JOSEPH H. WHITESELL

By: _____
Print Name: _____

By: *Phillip Keeland*
Print Name: Phillip Keeland

By: *Jeanne S. Whitesell*
JEANNE S. WHITESELL

By: *Aaron Johnson*
Print Name: AARON JOHNSON

By: _____
Print Name: _____

By: _____
NELSON A. WHITESELL

By: _____
Print Name: _____

5. Notwithstanding the Agreement or this Memorandum thereof, the Buyer's consent shall not be required for Seller to encumber the Property, or any part thereof, with any mortgage indebtedness during the term of the Agreement.

6. This Memorandum may be executed in one or more separate counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

ATTEST:

KARLEEN F. DEBLAKER
Clerk of the Circuit Court

BUYER:

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

By: _____
Deputy Clerk

By: _____
~~Robert B. Stewart, Chairman~~

(OFFICIAL SEAL)

WITNESS: (As to all Seller Parties)

SELLER:

By: _____
Print Name: _____

By: _____
JOSEPH H. WHITESELL

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
JEANNE S. WHITESELL

By: _____
Print Name: _____

By: Janel Nichols
Print Name: Janel NICHOLS

By: Nelson A. Whitesell
NELSON A. WHITESELL

By: Stephen L. Peacock
Print Name: Stephen L. Peacock

By: Janet Nichols
Print Name: JANET NICHOLS

By: Blanche K. Whitesell
Print Name: BLANCHE K. WHITESELL

By: Stephen T. Peacock
Print Name: Stephen T. Peacock

STATE OF FLORIDA
COUNTY OF PINELLAS

Barbara Sheen Todd

The foregoing instrument was acknowledged before me this 31 day of March, 1998, by Robert B. Stewart, as Chairman, of the Pinellas County Board of County Commissioners, a political subdivision of the State of Florida, on behalf of Pinellas County. He is personally known to me or has produced _____ (type of identification) as identification.

Huyen Kim Hahn
Signature of Person Taking Acknowledgment

Name of Acknowledger Typed: Printed or Stamped
Huyen Kim Hahn
MY COMMISSION # CC610732 EXPIRES 2001
BONDED THRU TROY FAIN INSURANCE, INC.

(NOTARY SEAL)

Notary Public, State of _____

Notarial Serial Number _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 31 day of March, 1998, by Linda Reed, as Deputy Clerk of the Circuit Court of the Pinellas County Board of County Commissioners, a political subdivision of the State of Florida, on behalf of Pinellas County. He/she is personally known to me or has produced _____ (type of identification) as identification.

Huyen Kim Hahn
Signature of Person Taking Acknowledgment

Name of Acknowledger Typed: Printed or Stamped
Huyen Kim Hahn
MY COMMISSION # CC610732 EXPIRES 2001
BONDED THRU TROY FAIN INSURANCE, INC.

(NOTARY SEAL)

Notary Public, State of _____

Notarial Serial Number _____

STATE OF Florida
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 26 day of March, 1998 by JOSEPH H. WHITESELL. He is personally known to me or has produced _____ (type of identification) as identification.



Monica M. Lemieux
MY COMMISSION # CC632100 EXPIRES
July 11, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

(NOTARY SEAL)

Monica M. Lemieux
Signature of Person Taking Acknowledgment

Monica M. Lemieux
Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Florida

CC632100
Notarial Serial Number

STATE OF ARKANSAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 1998 by JEANNE S. WHITESELL. She is personally known to me or has produced _____ (type of identification) as identification.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of _____

Notarial Serial Number

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of _____, 1998 by NELSON A. WHITESELL. He is personally known to me or has produced _____ (type of identification) as identification.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of _____

Notarial Serial Number

(NOTARY SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 1998 by JOSEPH H. WHITESELL. He is personally known to me or has produced _____ (type of identification) as identification.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of _____

Notarial Serial Number

(NOTARY SEAL)

STATE OF ARKANSAS
COUNTY OF Pulaski

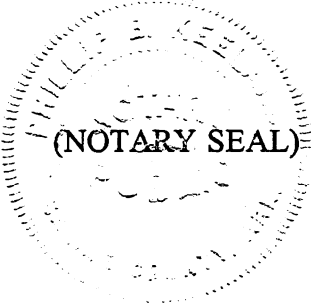
The foregoing instrument was acknowledged before me this 26 day of March, 1998 by JEANNE S. WHITESELL. She is personally known to me or has produced Arkansas Drivers License (type of identification) as identification.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Arkansas Exp. 01-01-07

Notarial Serial Number



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of _____, 1998 by NELSON A. WHITESELL. He is personally known to me or has produced _____ (type of identification) as identification.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of _____

Notarial Serial Number

(NOTARY SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1998 by JOSEPH H. WHITESELL. He is personally known to me or has produced _____ (type of identification) as identification.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of _____

Notarial Serial Number

(NOTARY SEAL)

STATE OF ARKANSAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1998 by JEANNE S. WHITESELL. She is personally known to me or has produced _____ (type of identification) as identification.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of _____

Notarial Serial Number

(NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 24th day of MARCH, 1998 by NELSON A. WHITESELL. He is personally known to me or has produced _____ (type of identification) as identification.



JANET NICHOLS
My Commission CC636561
Expires Apr. 13, 2001
Bonded by RLI Surety

Janet Nichols
Signature of Person Taking Acknowledgment

Janet Nichols
Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of FLORIDA

CC 636561
Notarial Serial Number

(NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 24th day of MARCH,
1998 by BLANCHE K. WHITESELL. She is personally known to me or has produced
_____ (type of identification) as identification.



JANET NICHOLS
My Commission CC636561
Expires Apr. 13, 2001
Bonded by RLI Surety

(NOTARY SEAL)

Janet Nichols

Signature of Person Taking Acknowledgment

JANET NICHOLS

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of FLORIDA

CC 636561

Notarial Serial Number