

RECREATION LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 10 day of February, 2003, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "LICENSOR," "COUNTY" and "County," which terms shall include County's designated agent(s) and/or successors in interest, and EAST LAKE YOUTH SPORTS ASSOCIATION, INC., a Florida Corporation, hereinafter referred to as "LICENSEE."

WITNESSETH:**1. PREMISES:**

In consideration of the rent hereinafter agreed to be paid by the LICENSEE to the COUNTY, 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 COUNTY does hereby grant permission to the LICENSEE to use approximately 38.47 acres of vacant land. Those certain Premises are situated in Pinellas County, Florida, and located at the wellfields in North Pinellas County. These are legally described as:

SEE EXHIBIT ATTACHED HERETO

2. TERM AND RENTAL:

This License shall be for a term of thirty (30) years commencing upon the date this License is executed by the COUNTY'S Board of County Commissioners (herein referred to as the "Commencement Date"), and ending thirty (30) years later. The rental for the term shall be ONE DOLLAR, (\$1.00) per year, receipt of which is hereby acknowledged.

COUNTY may terminate this License by giving LICENSEE six (6) months written notice prior to the date of termination. LICENSEE may terminate this License by giving COUNTY thirty (30) days written notice prior to the date of termination.

3. NOT-FOR-PROFIT STATUS:

The LICENSEE warrants, represents, and confirms unto the COUNTY, that it is a corporation organized and existing under the laws of the State of Florida, not-for-profit, and that the purpose for which it was organized and for which it exists is for the promoting of community interest and welfare in accordance with the terms and intent of Section 125.38, Florida Statutes,

that may be amended from time to time and Pinellas County Code Section 2-143. If LICENSEE changes its designation of a not-for-profit organization, it must notify the COUNTY within thirty (30) days from the date the designation is changed. In this event, COUNTY may, at its option, subject to State and local law, continue this License, or with written notice to LICENSEE, terminate this License.

4. USE:

It is understood and agreed between the parties hereto and LICENSEE covenants that said Premises during the continuance of the License shall be used and occupied for recreational use and for no other purpose or purposes, without the written consent of the COUNTY, and the LICENSEE agrees to cause the Licensed Premises to be operated for such use during the entire term of this License, unless prevented from doing so by causes beyond LICENSEE'S control, and to conduct its business at all times in a reputable manner. This License is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances. LICENSEE shall not make or permit any offensive or unlawful use of said Premises. All rights of LICENSEE hereunder may be terminated by the COUNTY in the event that any other use be made thereof. No member of the public shall be arbitrarily prohibited from reasonable participation in LICENSEE'S activities to be conducted on the Licensed Premises.

If LICENSEE determines that it is not feasible, in LICENSEE'S sole discretion, to build athletic fields, LICENSEE may terminate this License.

The LICENSEE shall not allow the Premises to be used for activities that are prohibited in all county-owned or county-occupied buildings or land under the provisions of Federal, State, or local laws, rule, regulations, or ordinances. By way of illustration and not limitation, State law prohibits the use of county-occupied buildings or land for political fund raisers [see §106.15(40), Florida Statutes], and Federal and State law prohibits use of county occupied buildings or land for any implied promotion of a religion.

No alcoholic beverages will be allowed on the Premises in accordance with Ordinance No. 00-42.

The LICENSEE may permit the Premises to be used by other groups for tournaments, practices, and other recreational activities. Some of these services may have a reasonable fee charged to cover staff, materials, and maintenance costs.

Fees for unincorporated residents shall be no higher than the fees for municipal residents. Fees for municipal residents may be higher.

5. TAXES:

In the event that any ad valorem, rental, sales or similar taxes are levied upon the Licensed Premises due to the existence of this License, then LICENSEE shall pay all such taxes so imposed.

6. UTILITIES:

LICENSEE agrees to promptly pay all charges for gas and electricity supplied the Premises, whether determined by meter or otherwise. If such charges are not so paid, they shall be added to the next or any subsequent months rent thereafter to become due, as COUNTY elects, and be collectible in the same manner as rent. COUNTY shall not be liable in any manner for damages to LICENSEE'S business and/or inventory, or for any other claim by LICENSEE, resulting from any interruption in utility services. The LICENSEE will also pay for all water consumption, sewer charges, trash collection, and telephone service.

7. MAINTENANCE AND SERVICES:

The LICENSEE shall maintain the Licensed Premises.

LICENSEE is responsible for all maintenance including but not limited to mowing and tree trimming.

In the event COUNTY pays any monies required to be paid by LICENSEE hereunder, COUNTY shall demand repayment of same from LICENSEE within ten (10) days of payment and LICENSEE shall make such payment within ten (10) days of receipt of said demand. LICENSEE'S failure to timely reimburse shall be deemed a breach of this License.

8. INSURANCE:

LICENSEE shall procure, pay for and maintain, during the term of the License, insurance as required herein:

A. Comprehensive General Liability including, but not limited to, independent contractor, contractual Premises/Operations and Personal Injury covering liability assumed under indemnification provisions of this License, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$300,000 each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined single limits of not less than \$300,000, each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis. Fire Legal Liability shall be included to limits of \$50,000. This insurance may be

provided through one (1) primary policy, or through use of a primary and an excess umbrella in follow form to reach the total required limits.

B. A Certificate of Insurance shall be filed within five (5) days from the commencement date to the Real Estate Management Division, 201 Rogers St., Clearwater, Florida 33756 and thereafter. LICENSEE shall notify the COUNTY within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of LICENSEE. The Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

C. Insurance requirements itemized in this Recreation License and required of LICENSEE shall be provided by or on behalf of all renters, sublessees, contractors, or subcontractors to cover their operations performed under this License or on the Licensed premises. The LICENSEE shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to renters, sublessees, contractors, or subcontractors.

9. LIABILITY OF COUNTY:

All property, of any kind, that may be on the Premises during the continuance of the License shall be at the sole risk of LICENSEE, and COUNTY shall not be liable to LICENSEE or any other person for any injury, loss, or damage to property or to any person(s) on said Premises.

10. ASSIGNMENT AND SUBLETTING:

The LICENSEE may sublicense to East Lake Little League Baseball, Inc., East Lake Youth Football & Cheerleading, Inc., or East Lake Soccer Association, Inc. Other than the aforementioned, the LICENSEE further agrees not to assign or in any manner transfer this License or any estate or interest therein without the previous written consent of the COUNTY, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of COUNTY.

Consent by the COUNTY to one or more assignments of this License or to one or more sublettings of said Premises shall not operate as a waiver of COUNTY'S rights under this section. The provisions of this paragraph are not intended to prohibit the use by other groups described in Paragraph 4. USE above. Notwithstanding anything to the contrary contained in paragraph 10, the LICENSEE may sublicense to all youth sports teams or organizations that comply with all of the rules, regulations, terms, conditions, policies and procedures of LICENSOR (the County) and LICENSEE and are in conformance with the Recreation License Agreement herein.

11. ALTERATIONS, MECHANIC'S LIENS:

A. Prior to construction of any improvements or alterations, LICENSEE will provide to the Director of Pinellas County Utilities Department a copy of the general building construction plans for his approval. LICENSEE shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the Licensed Premises undertaken by LICENSEE. All such improvements, additions, improvements and fixtures, except movable office furniture, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the License.

B. LICENSEE shall promptly pay for all charges for labor, services and materials used in connection with any improvements or repairs to the Licensed Premises undertaken by LICENSEE. Any mechanics liens against the Premises, LICENSEE'S leasehold, or the land and building arising out of work performed by or for LICENSEE, are hereby expressly prohibited, and in the event of the filing of any Claim of Lien, LICENSEE shall promptly satisfy same or transfer it to a bond; and LICENSEE shall in any event protect COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims.

12. COVENANT AGAINST LIENS:

LICENSEE shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises hereby licensed or on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with LICENSEE with respect to the Licensed Premises or any part thereof, are hereby charged with notice that they must look to

LICENSEE to secure payment of any bill for work done or material furnished or for any other purpose during the term of this License.

13. POSSESSION:

LICENSEE shall be granted possession of the Premises immediately upon the commencement date of this License and shall be entitled to full use of said Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this License by all parties.

14. INDEMNIFICATION:

LICENSEE covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by LICENSEE, its officers, employees, agents, contractors, or subcontractors during the performance of this License, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said parties may be subject including COUNTY'S costs and attorneys fees incurred in defending such claims, except that neither LICENSEE nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees.

15. CONDEMNATION:

If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this License shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day, the LICENSEE shall have the right either to terminate this License and declare the same null and void, or to continue in the possession of the remainder of the same under the terms herein provided, except that the base rent shall be reduced in proportion to the amount of the Premises taken. If the LICENSEE shall fail to terminate this License as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this License shall continue for the then balance of the term. If LICENSEE exercises its right to cancel, all advance rent paid by the LICENSEE shall be adjusted to the date

of said taking. If LICENSEE fails to exercise its right to cancel, LICENSEE shall, at its own cost and expense, make the repairs made necessary to said partial taking.

The parties agree that LICENSEE shall receive notice of the commencement of condemnation proceedings within ten (10) days of COUNTY'S notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by COUNTY.

16. DEFAULT:

If the LICENSEE should fail to keep and perform any of the terms, covenants, conditions or provisions in this License contained to be kept and performed by the LICENSEE, then within fifteen (15) days of the COUNTY becoming aware of the occurrence of the default, COUNTY shall notify LICENSEE of the default and its demand to cure the default. Upon receipt of notice, LICENSEE shall have fifteen (15) days from the date of receipt, to cure said default, or to commence or take such steps as are necessary to cure such default, which once commenced the LICENSEE agrees and shall pursue continuously until the default is finally cured. Upon LICENSEE'S failure to either cure said default or to take steps that are necessary to cure said default, it may be lawful for the COUNTY to declare said licensed term ended and to re-enter upon the Premises and to retake possession of the said Licensed Premises by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The LICENSEE covenants and agrees that upon termination of the said term, at such election of the COUNTY, or in any other way, it, the LICENSEE, will surrender and deliver up said Premises and property peaceably to the COUNTY, their agents and attorneys, immediately upon the termination of the said term.

In the event LICENSEE defaults as set out above or elsewhere in this License, all payments of rent, additional rent, or of any other monies due from LICENSEE during the term of this License or any extension thereof, shall, at the option of the COUNTY, become immediately due and payable in full. COUNTY may re-enter the Premises using such force for that purpose as may be necessary without being liable to any prosecution therefore, and COUNTY may repair or alter the Premises in such manner as to COUNTY may seem necessary. Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover damages, including the costs of repairs and alterations, and the costs and attorneys fees to pursue its remedies. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

17. SIGNS:

LICENSEE may install signage on the fence and any and all commercial oriented signage shall not exceed four feet (4') by three feet (3') and shall only be displayed on the fences surrounding the playing fields and shall face inward towards the playing field except that in no event shall the requirement of Pinellas County Code be violated.

18. WAIVER:

One or more waivers of any covenant or condition by the COUNTY, shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by the COUNTY to or of any act by the LICENSEE requiring the COUNTY'S consent or approval, shall not be construed a consent or approval to or of any subsequent similar act by the LICENSEE.

19. OBSERVANCE OF LAWS:

LICENSEE agrees to observe, comply with and execute promptly, at its expense, during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal boards and agencies, and of insurance carriers due to this use or occupancy of the Licensed Premises. All improvements, additions, alterations, installations, partitions, or changes, shall be in full compliance with the aforementioned authorities, which compliance obligation shall survive the termination of this License, at LICENSEE'S sole expense.

LICENSEE will get all the necessary permits required for a ball field including a Special Exception, if required, and shall comply with all terms and conditions of such permits.

20. ACCESS TO PREMISES:

The COUNTY shall have the right to enter upon the Licensed Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the same, or for making repairs to the Licensed Premises or to any property owned or controlled by the COUNTY therein. Such repairs shall not unduly interfere with LICENSEE'S business, except as is naturally necessitated by the nature of the repairs being affected.

21. RELATIONSHIP OF PARTIES: CONSTRUCTION OF LICENSE:

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 of partnership or of joint venture

between the parties hereto, it being understood and agreed that neither the method of computation of rent, 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 COUNTY and LICENSEE. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

This contract shall be governed by the laws of the State of Florida. Any changes in the applicable laws which govern this License will necessitate a change in License terms and conditions which may be affected thereby, at the time such changes may arise.

22. SURRENDER AT END OF TERM:

Upon the expiration of the term hereof or sooner termination of this License, LICENSEE agrees to surrender and yield possession of the Premises to the COUNTY, peacefully and without notice, in its original condition or better.

23. NOTICES:

All notices, reports, correspondence, insurance certificates, and other documentation shall be forwarded to the COUNTY at the following address:

Real Estate Management Division
General Services Department
201 Rogers Street
Clearwater, FL 33756

by registered or certified mail, return receipt requested, until LICENSEE is notified otherwise in writing. All notices given to the LICENSEE hereunder shall be forwarded to LICENSEE at the following address:

East Lake Youth Sports Association, Inc.
36181 Lake Road, #198
Palm Harbor, FL 34685

by registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

24. QUIET ENJOYMENT:

The COUNTY covenants and agrees that upon LICENSEE paying said rent and performing all of the covenants and conditions aforesaid on LICENSEE'S part to be observed

and performed, the LICENSEE shall and may peaceably and quietly have, hold and enjoy the Premises for the term aforesaid.

25. SUCCESSORS AND ASSIGNS:

The covenants, provisions and agreements herein contained shall in every case be binding upon and inure to the benefit of the parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the LICENSEE to assign LICENSEE'S interest under this License is and shall be subject to the written consent of the COUNTY as hereinabove provided, which provision it is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

26. PUBLIC ENTITY CRIME ACT:

The LICENSEE is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time-to-time, and the County's requirement that the LICENSEE comply with it in all respects prior to and during the term of this License.

27. RADON GAS:

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

28. FISCAL FUNDING:

In the event funds are not appropriated by the COUNTY in any succeeding fiscal year for purposes described herein, then this License shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

29. HAZARDOUS SUBSTANCES:

LICENSEE shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. LICENSEE shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

maintenance use. County will provide LICENSEE with a list of pesticides, herbicides and other chemicals that are approved to be used.

LICENSEE shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which LICENSEE has actual knowledge. If LICENSEE learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, LICENSEE shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection.

30. RULES AND REGULATIONS:

The COUNTY reserves the right to promulgate such reasonable rules and regulations relating to the use and maintenance of the Premises and the recreation programs conducted thereon as the COUNTY may deem appropriate and for the best interest of the public. The LICENSEE hereby agrees to abide by such rules and regulations and to cooperate with the observance thereof.

31. ANNUAL REPORT/AUDIT:

The LICENSEE will maintain daily records of its receipts and expenses in connection with the operation and maintenance of the facility and shall submit said records to the COUNTY on or before January 15th of each year. The report shall include its activities upon and uses of the Premises, including a brief statement of the services or facilities which it has provided and made available on the Premises for the use and enjoyment of the general public, together with a statement of the approximate number of persons who have used the Premises and a financial statement. LICENSEE shall also provide other reasonable information, as COUNTY may, from time-to-time, request.

Tenant shall keep all records and supporting documentation which concern or relate to this License for a minimum of five (5) years from the date of termination of this License Agreement, or such longer period of time as may be required by law, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours at a location within Pinellas County mutually convenient to the parties, or at such other location mutually agreeable to the parties.

32. DISCRIMINATION:

Neither the COUNTY nor the LICENSEE will discriminate in its employment practices or admission of participants on the basis of race, color, religion, age, sex, marital status or national origin, nor will either discriminate against any qualified individual with a disability. The COUNTY and LICENSEE recognize that sexual harassment constitutes discrimination on the basis of sex.

33. ENVIRONMENTAL RESPONSIBILITIES:

LICENSEE will at all times observe practices consistent with the protection of the environment and the wellfields including proper handling of fuel and proper disposal of all waste off site. COUNTY shall provide LICENSEE with a list of pesticides, herbicides and other chemicals that are approved to be used. Use of any and all other pesticides, herbicides or other chemicals is strictly prohibited, unless LICENSEE has prior written approval from the Director of Utilities at the Pinellas County Utilities Department. LICENSEE shall forward a copy of all such approvals to Real Estate Management Division.

COUNTY shall have the right, during and after the term of this License to come upon the property at reasonable times with its employees, engineers, other personnel, or independent contractors, to inspect and conduct testing upon the property. If COUNTY determines in its judgment reasonably exercised that the Property contains any toxic waste, chemical contamination, petroleum spillage, or hazardous waste, which was created or determined by the COUNTY, after notice and opportunity to be heard, to have been caused by LICENSEE or any of its members or contractors, COUNTY may demand LICENSEE to pay for a full clean-up and remediation of the said waste, contamination or spillage on the Property to standards acceptable

to the Department of Environmental Protection or other governmental agency with jurisdiction over setting and/or enforcing environmental standards. LICENSEE'S clean-up and remediation responsibilities, include but are not limited to, all Phase I, Phase II and other testing costs, as well as preparing a contamination report, remediation plan, and performing remediation.

34. **ENTIRE AGREEMENT:**

The License Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the parties as hereinbefore stated.

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

ATTEST: Karleen F. DeBlaker
Clerk of Circuit Court

By: [Signature]
Print Name: LINDA R. REE
Deputy Clerk

COUNTY:
PINELLAS COUNTY, FLORIDA
By and through its Board of County Commissioners

By: [Signature]
Print Name: SUSAN LATVALA
Vice-Chairman

(SEAL)

WITNESSES:

LICENSEE: EAST LAKE YOUTH SPORTS
ASSOCIATION, INC.

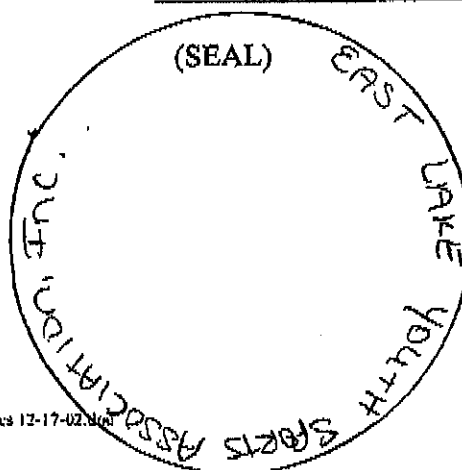
By: [Signature]
Print Name: DAVID A. KOTEN

By: [Signature], as President
Print Name: Gene Davis

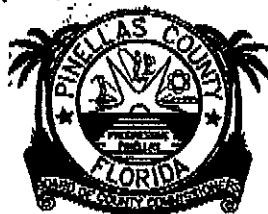
By: [Signature]
Print Name: Jessica R. Lee

Approved as to Form
Office of County Attorney

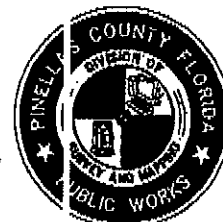
By: [Signature]
Sr. Asst. County Attorney



Betty/2002-0206 License Agreement Execution Copy Removing Truck Changes 12-17-02.doc



PINELLAS COUNTY PUBLIC WORKS
DIVISION OF SURVEY AND MAPPING
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2347



SECTION(S) 11, TOWNSHIP 27 SOUTH, RANGE 16 EAST

Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited.
Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor

DESCRIPTION

An irregular shaped parcel, lying within the West 1/4 of Section 11, Township 27 South, Range 16 East, Pinellas County, Florida, being described as follows:

Commence at the West 1/4 Corner of said Section 11, run S 89°43'21"E along the North line of the Southwest 1/4 of said Section 11, for a distance of 1466.60 feet to a point on the West line of that certain Upper Pinellas Youth Sports Association, Inc. parcel, as described in O.R. 5948, Page 75, public records of Pinellas County, for a POINT OF BEGINNING; thence N 04°42'53"E along said West line, for a distance of 575.35 feet to the Northwest Corner thereof, the same being a Point of Intersection with the Southerly line of that certain 100 foot wide Florida Power Corporation Easement, as described in Deed Book 1534, Page 374, public records of Pinellas County; thence N 76°27'12"W along said Southerly line, for a distance of 409.00 feet; thence departing said Southerly line S 71°13'11"W, for a distance of 92.66 feet; thence N 80°25'07"W, for a distance of 337.34 feet; thence N 55°24'45"W, for a distance of 202.98 feet to a Point of Intersection with aforesaid Southerly Florida Power Corporation Easement line; thence N 76°27'12"W along said Southerly line, for a distance of 84.10 feet; thence departing said Southerly line S 27°55'49"W, for a distance of 180.38 feet; thence S 05°39'56"W, for a distance of 277.48 feet; thence S 23°41'26"E, for a distance of 419.64 feet; thence S 01°53'02"W, for a distance of 942.11 feet; thence S 72°28'24"E, for a distance of 334.78 feet to a Point of Curvature; thence southeasterly, 95.95 feet along the arc of a curve, concave southwest, having a radius of 135.00 feet, through a central angle of 40°43'16", a chord bearing S 52°06'46"E, 93.94 feet to a non-tangent Point of Intersection with the Northerly right-of-way line of Old Keystone Road; thence N 67°23'31"E along said Northerly right-of-way line, for a distance of 572.74 feet to the Southwest corner of aforesaid parcel, as described in O.R. 5948, Page 75; thence N 04°12'53"E along the West line thereof, for a distance of 872.21 feet to the POINT OF BEGINNING.

Containing 38.47 acres, more or less.

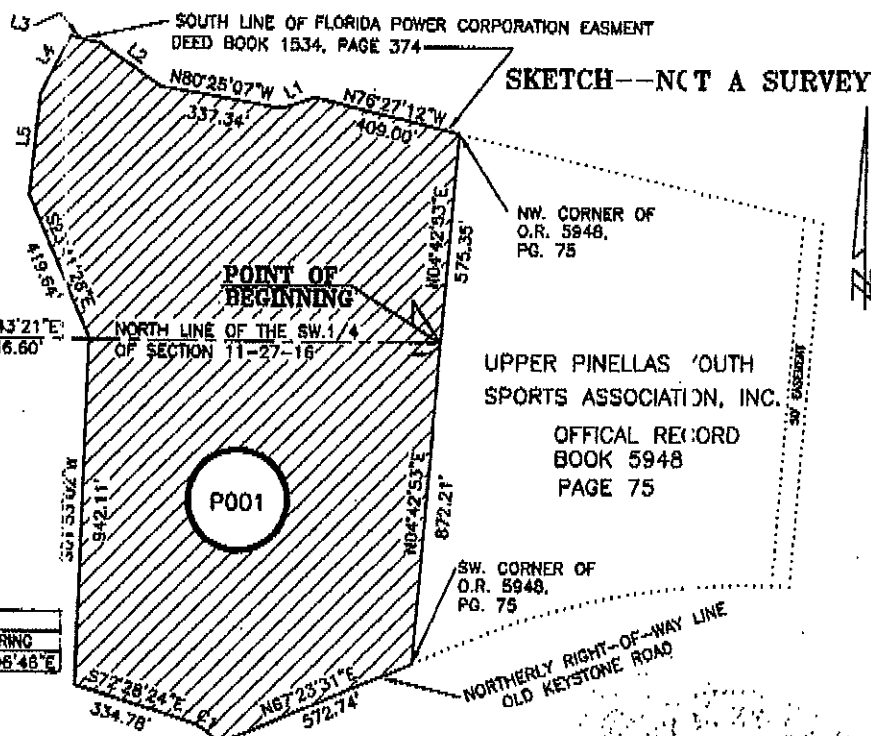
BASIS OF BEARINGS: Bearings are assumed, based on the Northline of the Southwest 1/4 of Section 11, Township 27 South, Range 16 East, Pinellas County, Florida, being S 89°43'21"E.



POINT OF
COMMENCEMENT
WEST 1/4 CORNER
OF SECTION 11-27-16

LINE TABLE		
LINE	LENGTH	BEARING
L1	92.66'	S71°13'11"W
L2	202.98'	N55°24'45"W
L3	84.10'	N76°27'12"W
L4	180.38'	S27°55'49"W
L5	277.48'	S05°39'56"W

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD
C1	135.00'	40°43'16"	95.95'	50.10'	93.94'



CALCULATED BY:
D.Mc

The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

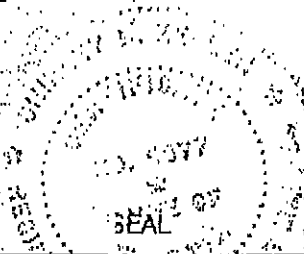
CHECKED BY:
dwb

By: Pinellas County Public Works

S.F.N.:
1285

DATE 12/18/02

SHIRLEY B. ZELLER, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 5877
STATE OF FLORIDA, PHONE # (727) 464-8904



Parcel No. P001