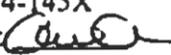


Brooker Creek Corridor "B"
SWF Parcel No. 16-074-145X
Approved by Attorney: 

**LEASE AGREEMENT BETWEEN
BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY AND
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FOR MANAGEMENT AND USE OF THE BROOKER CREEK CORRIDOR "B" PROJECT**

THIS LEASE AGREEMENT, made and entered into this 28th day of February, 1995, by and between PINELLAS COUNTY, a political subdivision of the State of Florida hereinafter referred to as "County", having a mailing address of 315 Court Street, Clearwater, Florida 34616, and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation created by Chapter 61-691, Laws of Florida, as amended, hereinafter referred to as "District" and having a mailing address of 2379 Broad Street, Brooksville, Florida 34609-6899.

WITNESSETH

WHEREAS, Pinellas County is acquiring selected properties within Pinellas County for the purpose of preservation whose project name is the "Brooker Creek Preserve", and which is also referred to herein as the "Project"; and

WHEREAS, the District is responsible for administering the Save Our Rivers (SOR) program as specified in Florida Statutes 373.59, as amended, and Preservation 2000 (P2000) program as specified in Florida Statutes 259.101 and 375.045, and Florida Administrative Code Chapter 17-402 provides that monies from the Water Management Lands Trust Fund shall be used for acquiring the fee or other interest in lands necessary for water management, water supply, and the conservation and protection of water resources; and

WHEREAS, the District has also identified lands along the Brooker Creek owned by the District within Pinellas County for preservation through the SOR/Preservation 2000 Programs, (the "Property" with its location described in Exhibit "A") which is encompassed within the lands identified by the District for preservation within Pinellas County; and

WHEREAS, in recognition of the mutual benefits for the preservation of the Property as part of the Project, the County and the District have previously completed several individual and several joint acquisitions, management for the Project lands to date have not been addressed comprehensively. The County has demonstrated a willingness and capability of managing the habitat and using the Project lands for certain resource based recreational activities, therefore, the County and the District are entering into this lease agreement (hereinafter referred to as the "Lease") to define the rights and responsibilities of each.

NOW, THEREFORE, the District hereby agrees to lease the Property to the County and the County hereby leases the Property from the District, for and in consideration of ten dollars and no cents (\$10.00) and other good and valuable consideration and the premises herein each to the other, the receipt of which is hereby acknowledged, as follows:

1. PURPOSE:

This Lease is to detail the County's and the District's rights, responsibilities, terms, and conditions for the County's use of the Property for the purposes and associated responsibilities of essential site management, habitat enhancement, and resource based recreational activities (hereinafter collectively referred to as "Authorized Uses"). It is understood and agreed that the provisions of this Agreement apply only to lands owned by the District and not to other lands within the Preserve that are owned by or leased from other parties by the County.

2. TERM AND RENEWAL:

The term of this Lease shall be for a period of thirty (30) years from the effective date of the Lease. Upon the expiration of the first thirty (30) year term, the County, at its sole option, will have the right to renew the term of this Lease for an additional thirty (30) years, pursuant to the same terms and conditions contained herein, provided it is not in default on any terms or conditions of this Lease and by providing the District with at least one (1) year notice that it intends to exercise this option.

3. MANAGEMENT PLAN:

The Property will be managed in a manner that will maintain and/or improve the water quality and natural habitat within and adjacent to the Property. The County has provided a Management Plan dated December 1, 1993, incorporated herein by reference. The District accepts this Management Plan as acceptable for District-owned lands.

The County will submit subsequent updates to the Management Plan for District review in the last quarter of the fifth year of the current Management Plan. If the County fails to submit a Management Plan update in a timely manner or if the County substantially deviates from the approved Management Plan without District approval, or if no Management Plan is in effect, the District may declare the County in default of terms of this Lease and will be subject to the conditions stipulated in paragraph seven below, entitled "Default by County and Termination by District".

The County has the right to update or amend the Management Plan at any time to address unanticipated events, innovative management techniques, new information, or new resources for site management, restoration, or recreational uses (collectively the "New Information") by providing the District with the update or amendment in as timely a manner as reasonable prior to initiating associated actions or addressing the New Information. Prior to submitting updates or amendments for review, the County shall provide the District an opportunity to comment on proposed draft language. Any update or amendment to the Management Plan is subject to review and approval by the District, which approval shall not be unreasonably withheld. District approval is not required on any update or amendment issues which do not affect District property or District regulatory matters.

The District will only be responsible for the review of the Management Plan. The District will NOT be responsible for initiating any permitting, implementing site management functions, supervision, or any other activities associated with the Management Plan other than the review of the Management Plan. The District, as the owner of the Property subject to this Lease, will

cooperate in the execution of the documents associated with any permit, funding, or other similar applications, requests, or approvals that are reflected in, required by, or conform with Authorized Uses as stated, referenced or implied in the Management Plan. It is expressly understood by all parties that the District is not prohibited from participating in any activities associated with the Management Plan and that the District, at the sole option of the District, may provide resources or participation in any activities associated with the Management Plan.

If the District fails to provide Comments to a Management Plan update or amendment within ninety (90) days, it will be deemed that the District has found the Management Plan update to be acceptable and no further Comments can be submitted or modification to the Management Plan requested by the District without the consent of the County. If the District provides Comments, the County will respond within sixty (60) days to the Comments. After receipt of the County's written response to the District's Comments, the District shall present the County with the District's amended Comments, which shall take into consideration the concerns of the County, within thirty (30) days, which amended Comments shall be incorporated into the Management Plan. With the publication of the District's amended Comments, the Management Plan update shall be deemed approved.

4. RESOURCE BASED RECREATIONAL USES:

The Property may be used for certain resource based recreational facilities that utilize the natural qualities of the site for the stated Authorized Uses including associated improvements such as access roads, parking lots, and restrooms (hereinafter collectively referred to as the "Facilities"). The District acknowledges that the County is not required to improve the Property with Facilities and that the development of the Facilities, in compliance with the conditions of this Lease, is at the sole option of the County. The District and the County acknowledge that the primary purpose of the acquisition of the Project is for open space, preservation and/or restoration of natural systems, conservation and protection of water resources, and other uses as stated in Section 373.59, Florida Statutes, as amended.

Any and all Facilities to be constructed on the Property by the County and their operation will be consistent with the Management Plan. The County will design the Facilities in a manner that will minimize the impact on natural systems or any water resources and will not hinder planned District resource management activities. Plans of either party shall be made available to the other party upon request.

All costs associated with the construction, operation, utilities, and maintenance of any Facilities that are constructed or initiated by the County are the sole responsibility of the County. The District is not obligated to fund construction, operation, utilities or maintenance of the Facilities and any District participation in the Facilities is the sole option of the District.

The County shall immediately assume responsibility for the operation and maintenance of said Facilities, including those paved and unpaved roadways located thereon. All cost for such operation and maintenance shall be at the expense of the County.

In the operation and maintenance of the Facilities, the County specifically understands and agrees that the District may construct, operate and maintain improvements associated with water management as stated in Section 373.59, as amended, (the "Water Management Facilities")

which is the paramount purpose for the acquisition of the Property. The County recognizes that the improvement of the Property with the Facilities will not prevent or prohibit the District from the construction, operation, or maintenance of the Water Management Facilities. The District shall notify the County of such planned improvements at the conceptual stage of development.

5. ADDITIONAL PROPERTY:

It is anticipated that the District may be acquiring additional lands within the Project (the "Additional Property") pursuant to the Agreement. Within one (1) year of the District's acquisition of Additional Property, the District will offer the Additional Property to the County to be incorporated into this Lease. The County will have the option of (a) accepting the Lease of the Additional Property or a portion thereof, under the terms and conditions of this Lease, and any Lease amendments or (b) rejecting the Additional Property. Any Additional Property will be added to this Lease by way of an amendment that will substantially follow the format as provided in Exhibit "C".

If Additional Property is leased by the County in the fifth year of an existing Management Plan, the County will provide the District with an update to the Management Plan for the upcoming five (5) years to address the Additional Property. If the Additional Property is similar to adjoining lands currently being managed by the County, the County may apply the existing Management Plan to the Additional Property, subject to the approval of the District.

6. TERMINATION BY COUNTY:

The County may terminate this Lease with the mutual consent of the District. If the County elects to terminate this Lease, it will provide the District at least six (6) months notice that it will no longer be responsible for the Property and/or specified Additional Property (or portion thereof). At the end of that six (6) month term, the County will have no further obligations for any aspect of management of the Property and/or Additional Property (or portion thereof), site security, or any Facilities.

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

If the County determines that continuation of this Lease is not in the best interest of Pinellas County, the County shall provide the District with at least one (1) year's notice that it will no longer be responsible for the Property and/or Additional Property (or portion thereof), site security, or any Facilities.

7. DEFAULT BY COUNTY AND TERMINATION BY DISTRICT:

The District may terminate this Lease, subject to the curative period referenced below, if the County proceeds in a manner that violates the terms of this Lease (the "Lease Violations"). Lease Violations shall include, but not limited to the following:

- a. County's failure to submit any required Management Plan updates;

- b. County's failure to proceed in a manner that will implement or complete the actions, tasks, other aspects of the Management Plan;
- c. County's unreasonable denial of the District's construction, or operation, and maintenance of Water Management Facilities on the Property pursuant to paragraph 4 of this lease provided; however, it is expressly understood by the County and the District that this provision does not constitute waiver or exemption of applicable laws, rules, regulations, including but not limited to, any permit approval, review, submission or other regulatory action required by the County;
- d. Construction of permanent structures or other improvements by the County not authorized by the District, either directly or indirectly through the approval of the Management Plan;
- e. County's destruction or degradation of natural systems, rare or endangered habitats that are targeted for preservation;
- f. County's violation of Federal, State, or local laws, rules, regulations, or ordinances;
- g. County's causing the Property to be contaminated with hazardous wastes or other pollutants or failure to properly secure the Property to prevent or impede illegal dumping, degradation of natural habitats, or other unauthorized uses;
- h. County's denial of access to the District pursuant to paragraph nine of this Lease;
- i. County's failure to comply with the other terms of this Lease.

If the District, in the sole opinion of the District, finds that the County has committed a Lease Violation, the District will notify the County in writing as to the nature of the Lease Violation and direction from the District on how the County is to proceed to remedy, resolve, or rectify (hereinafter collectively referred to as the "Corrective Action") the Lease Violation. The County will have sixty (60) days from the receipt of the notification in which to proceed to perform Corrective Action or provide a schedule for the prompt implementation of the District's requested Corrective Action or the County may, within ten (10) days of receipt of the District's notice, schedule a meeting to discuss the alleged Lease Violation and any corrective action requested by the District for resolution. Subsequent to said meeting, the County shall have sixty (60) days to perform any Corrective Action as reasonably requested by the District as a result of the meeting.

If the County fails to respond to the District's notification regarding a Lease Violation or fails to implement Corrective Action pursuant to the procedure outlined above, the County will be in default of this Lease and the District may, at the sole option of the District, terminate this Lease and take possession of the Property and any Additional Property leased to the County, in which event all personal property placed or brought upon the Property by County shall be immediately returned to County.

8. LIABILITY:

The County shall bear the sole responsibility for any and all claims for personal injuries or property damage arising from, or incident to, the use, occupation, and possession of the Property and the Facilities by the County, to the extent allowed by law and subject to the provisions of Section 768.28, Florida Statutes, and related laws, as they may be amended from time to time, and shall hold and save the District harmless and free from any loss, damage and liability occasioned by, growing out of, or arising or resulting solely from the County's use, operation, and maintenance of the Property and the Facilities. It is expressly understood that nothing in this Agreement is intended to or is to be construed as a waiver of sovereign immunity as provided to the parties hereto under Section 768.28, Florida Statutes, or as otherwise provided by law. It is further understood and agreed by the parties that the County shall not be held liable to the District and shall not indemnify the District for any acts of the District on or relating to the Property.

Pursuant to Section 373.1395, Florida Statutes, the District is statutorily protected from any ordinary tort claim connected with the Property provided that no charge is made for entering or using the Property and provided that no commercial or other activity from which profit is derived is conducted on the Property. Therefore, no fees or charges connected with the Property shall be instituted by the County or allowed by the County. If the County does institute or allow any fees or charges connected with the Property without the written authority of the District, the County does hereby, to the extent allowed by law and subject to the provisions of Section 768.28, Florida Statutes, indemnify the District from any liability incurred by the District as a result of the fees or charge instituted by the County as contemplated pursuant to Section 373.1395, Florida Statutes, regardless of the District's knowledge or ignorance of any such fees or charges.

9. ACCESS BY THE DISTRICT:

The right is reserved to the District, its officers, agents, and assigns to enter upon and travel through and across the Property and Additional Property, which are the subject of this Lease, at any time, for inspection of County's resource management performance, or for inspection, construction, maintenance, or for any purpose necessary or convenient in connection with the District's Water Management Facilities. The District will notify the County prior to the District's entry onto the Property. The right is also reserved to the District, its officers, agents, and assigns to enter upon the Property and Additional Property to perform the District's statutory duties 1) if emergency conditions exist that are dangerous to the safety of life or property from flood, fire, or other disasters, or 2) if emergency conditions exist that would result in damage to the environment or physical characteristics of the Property, or 3) if emergency conditions exist that would result in impairment of the function, habitat, water management, water supply, or conservation and protection of the water resources within the Property. In conjunction with the construction or maintenance of Water Management Facilities, the District will provide reasonable notification to the County of its intentions to enter onto the Property or Additional Property. In cases of emergency, the District will notify the County of its intention to enter onto the Property or Additional Property as soon as possible.

10. **RECORDING:**

This Agreement may not be recorded in the Public Records of Pinellas County and shall be filed with the Clerk of the Board of County Commissioners of Pinellas County.

11. **NOTICES:**

Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid as follows:

To the County: Real Estate Manager
 Real Estate Management Division
 201 Rogers Street
 Clearwater, Florida 34616

To the District: Southwest Florida Water Management District
 2379 Broad Street
 Brooksville, Florida 34609-6899
 Attention: Land Resources Director

To the Preserve: Brooker Creek Preserve Manager
 999 Lora Lane
 Tarpon Springs, Florida 34686

12. **MISCELLANEOUS:**

- (a) Governing Law: This Agreement shall be construed and enforced in accordance with the laws of Florida.
- (b) Effective Date of Agreement: This Agreement shall be effective upon the date of approval of both the Board of County Commissioners of Pinellas County and the Governing Board of the Southwest Florida Water Management District whichever is the later.
- (c) Binding Effect: This Agreement will be binding upon and inure to the benefit of the parties hereto, and its personal representatives, successors, and assigns. The covenants of this Agreement will survive delivery and recording of the deed and possession.
- (d) Attachments: Attachments "A", "B", and "C" are attached hereto and made a part of this Agreement as fully as if set forth in the text of this Agreement.
- (e) This Agreement may be amended in writing by mutual consent of the District and the County.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the County by its chairman of the Board of County Commissioners and the seal of the County affixed hereto and attested by the Clerk of the Board of County Commissioners, and the District has caused this agreement to be executed by its Chairman and its corporate seal to be affixed hereto and attested by the Secretary as of the 28th day of February, 1995.

Deputy Clerk

KARLEEN F. De BLAKER
ATTEST: CLERK OF CIRCUIT COURT

PINELLAS COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA

By: *Norma Grant*
Deputy Clerk.

By: *[Signature]*
Chairman

Date: *2/28/95*

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT, A PUBLIC
CORPORATION

By: *[Signature]*
Joe L. Davis, Jr., Chairman

Attest: *[Signature]*
Sally Thompson, Secretary

Date: *3-23-95*

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: *[Signature]*
Attorney

"EXHIBIT C"

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Pinellas-Anclote Basin
Brooker Creek - Corridor "B"**

SWF Parcel No. 16-074-116

March 12, 1996

That part of the Southeast 1/4 of the Northwest 1/4 of SECTION 23, TOWNSHIP 27 SOUTH, RANGE 16 EAST, Pinellas County, Florida, Pinellas County, Florida, described as follows:

Begin at the northwest corner of said Southeast 1/4 of the Northwest 1/4 of Section 23, (said northwest corner also being the southwest corner of Lot 36, Keystone Ranchettes - Unit Three, recorded in plat book 71, page 43, of the public records of Pinellas County, Florida);

Run thence S 89°39'58" E, along the north boundary line of said Southeast 1/4 of the Northwest 1/4 of Section 23 (also being the south boundary line of said Lot 36), a distance of 688.30 feet to the southeast corner of said Lot 36;

Thence S 03°29'26" E, a distance of 109.14 feet;

Thence S 89°39'58" E, a distance of 684.60 feet to the east boundary line of aforesaid Southeast 1/4 of the Northwest 1/4 of Section 23;

Thence S 01°14'21" E, along said east boundary line of the Southeast 1/4 of the Northwest 1/4 of Section 23, a distance of 897.90 feet to the north boundary line of the South 330 feet of said Southeast 1/4 of the Northwest 1/4 of Section 23;

Thence N 89°35'27" W, along said north boundary line of the South 330 feet of the Southeast 1/4 of the Northwest 1/4 of Section 23, a distance of 1371.85 feet to the west boundary line of said Southeast 1/4 of the Northwest 1/4 of Section 23;

Thence N 01°32'45" W, along said west boundary line of the Southeast 1/4 of the Northwest 1/4 of Section 23, a distance of 1005.20 feet to the POINT OF BEGINNING.

Parcel contains 30.01 acres, more or less.

Together With:

SWF Parcel No. 16-074-116A
Access Easement

That part of the East 1/2 of the Northwest 1/4 of SECTION 23, TOWNSHIP 27 SOUTH, RANGE 16 EAST, Pinellas County, Florida, Pinellas County, Florida, described as follows:

Begin at the southwest corner of Lot 35, Keystone Ranchettes - Unit Three, recorded in plat book 71, page 43, of the public records of Pinellas County, Florida;

Run thence N 01°06'20" W, along the west boundary line of said Lot 35, a distance of 577.95 feet to a point on the southerly right of way line of the cul-de-sac of Ranch Road, said point being on a non-tangent curve concave to the Northwest, having a radius of 50.00 feet and a central angle of 73°44'23";

Thence Northeasterly, along the arc of said curve and the southeasterly right of way line of the cul-de-sac of Ranch Road, an arc distance of 64.35 feet (chord bearing N 52°01'30" E, chord length 60.00 feet);

Thence leaving the southeasterly right of way line of the cul-de-sac of Ranch Road, run S 74°50'42" E, a distance of 12.50 feet to a point on a line lying 60.00 East of and parallel with the most westerly boundary line of Lot 35;

Thence S 01°06'20" E, along said line lying 60.00 East of and parallel with the most westerly boundary line of Lot 35, a distance of 612.01 feet;

Thence S 02°01'15" W, a distance of 108.90 feet to the north boundary line of SWF Parcel No. 16-074-116;

Thence N 89°39'58" W, along said north boundary line of SWF Parcel No. 16-074-116, a distance of 49.54 feet;

Thence N 03°29'26" W, a distance of 109.14 feet to the POINT OF BEGINNING.

Parcel contains 0.95 acres, more or less.

RAS
16074116

SWF Parcel No. 16-074-145X

ADDITIONAL PROPERTY LEASE

**FIRST ADDENDUM TO
LEASE AGREEMENT BETWEEN
BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY AND
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT FOR
MANAGEMENT AND USE OF THE BROOKER CREEK CORRIDOR "B" PROJECT**

THIS FIRST ADDENDUM TO LEASE AGREEMENT, made and entered into this 14th day of May, 1996, by and between PINELLAS COUNTY, a political subdivision of the State of Florida hereinafter referred to as "County", having a mailing address of 315 Court Street, Clearwater, Florida 34616, and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation created by Chapter 61-691, Laws of Florida, as amended, hereinafter referred to as "District" and having a mailing address of 2379 Broad Street, Brooksville, Florida 34609-6899.

WITNESSETH

WHEREAS, the District has identified lands along the Brooker Creek in Pinellas County for preservation through the SOR/Preservation 2000 Programs, the County has identified lands along the Brooker Creek for preservation (the "Project" with its location shown on Exhibit "A") which encompassed essentially all of the lands identified by the District for preservation within Pinellas County; and

WHEREAS, in recognition of the mutual benefits for the preservation of the Project, the County and the District have entered into a Lease Agreement on a portion of the Project (the "Lease" and is attached as Exhibit "B"); and

WHEREAS, the Lease did not include all of the lands within the Project, the Lease stipulated that as other lands within the Project were acquired by the District (the "Additional Property") that they would be offered to the County under the same terms as the Lease by way of an Addendum to the Lease; and

WHEREAS, the District has acquired Additional Property pursuant to the underlying agreement (the "First Addition" specifically described in Exhibit "C"), the County has indicated that they are interested in leasing the Additional Property under the terms of the Lease through this First Addendum to the Lease (the "First Addendum").

NOW, THEREFORE, the County and the District, for and in consideration of ten dollars and no cents (\$10.00) and other good and valuable consideration and the premises herein each to the other, the receipt of which is hereby acknowledged, agree as follows:

1. ADDITIONAL PROPERTY:

The County and the District, by way of this First Addendum, agree to incorporate the First Addition under the terms of the Lease as Additional Property as defined in the Lease.

2. MANAGEMENT PLAN:

The First Addition will be managed in a manner that will maintain and/or improve the water quality and natural habitat within the Property described in the Lease and any Additional Property in any addendum. The County has provided a Management Plan which outlines Authorized Uses that the County will pursue on the Property.

3. LEASE REQUIREMENTS:

The District and the County acknowledge that all other aspects of the Lease are to remain in effect and apply to this First Addition.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the County by its Chairman of the Board of County Commissioners and the seal of the County affixed hereto and attested by the Clerk of the Board of County Commissioners, and the District has caused this agreement to be executed by the Land Resources Director and its corporate seal to be affixed hereto as of the 14th day of May, 1996..

ATTEST: **KARLEEN F. DE BLAKER**
CLERK OF CIRCUIT COURT

PINELLAS COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA

By: *Debra R. Baines*
Deputy Clerk

By: *Bellic Parks*
Chairman

Date: 5-14-96

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT, A PUBLIC
CORPORATION

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: *[Signature]*
Fritz H. Musselmann, Land Resources Director

By: *Sandra P. Anderson*
Asst. Co. Attorney

Date: APRIL 17, 1996

"EXHIBIT C"

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Pinellas-Anclote Basin
Brooker Creek - Corridor "B"

SWF Parcel No. 16-074-116

March 12, 1996

That part of the Southeast 1/4 of the Northwest 1/4 of SECTION 23, TOWNSHIP 27 SOUTH, RANGE 16 EAST, Pinellas County, Florida, Pinellas County, Florida, described as follows:

Begin at the northwest corner of said Southeast 1/4 of the Northwest 1/4 of Section 23, (said northwest corner also being the southwest corner of Lot 36, Keystone Ranchettes - Unit Three, recorded in plat book 71, page 43, of the public records of Pinellas County, Florida);

Run thence S 89°39'58" E, along the north boundary line of said Southeast 1/4 of the Northwest 1/4 of Section 23 (also being the south boundary line of said Lot 36), a distance of 688.30 feet to the southeast corner of said Lot 36;

Thence S 03°29'26" E, a distance of 109.14 feet;

Thence S 89°39'58" E, a distance of 684.60 feet to the east boundary line of aforesaid Southeast 1/4 of the Northwest 1/4 of Section 23;

Thence S 01°14'21" E, along said east boundary line of the Southeast 1/4 of the Northwest 1/4 of Section 23, a distance of 897.90 feet to the north boundary line of the South 330 feet of said Southeast 1/4 of the Northwest 1/4 of Section 23;

Thence N 89°35'27" W, along said north boundary line of the South 330 feet of the Southeast 1/4 of the Northwest 1/4 of Section 23, a distance of 1371.85 feet to the west boundary line of said Southeast 1/4 of the Northwest 1/4 of Section 23;

Thence N 01°32'45" W, along said west boundary line of the Southeast 1/4 of the Northwest 1/4 of Section 23, a distance of 1005.20 feet to the POINT OF BEGINNING.

Parcel contains 30.01 acres, more or less.

Together With:

SWF Parcel No. 16-074-116A
Access Easement

That part of the East 1/2 of the Northwest 1/4 of SECTION 23, TOWNSHIP 27 SOUTH, RANGE 16 EAST, Pinellas County, Florida, Pinellas County, Florida, described as follows:

Begin at the southwest corner of Lot 35, Keystone Ranchettes - Unit Three, recorded in plat book 71, page 43, of the public records of Pinellas County, Florida;

Run thence N 01°06'20" W, along the west boundary line of said Lot 35, a distance of 577.95 feet to a point on the southerly right of way line of the cul-de-sac of Ranch Road, said point being on a non-tangent curve concave to the Northwest, having a radius of 50.00 feet and a central angle of 73°44'23";

Thence Northeasterly, along the arc of said curve and the southeasterly right of way line of the cul-de-sac of Ranch Road, an arc distance of 64.35 feet (chord bearing N 52°01'30" E, chord length 60.00 feet);

Thence leaving the southeasterly right of way line of the cul-de-sac of Ranch Road, run S 74°50'42" E, a distance of 12.50 feet to a point on a line lying 60.00 East of and parallel with the most westerly boundary line of Lot 35;

Thence S 01°06'20" E, along said line lying 60.00 East of and parallel with the most westerly boundary line of Lot 35, a distance of 612.01 feet;

Thence S 02°01'15" W, a distance of 108.90 feet to the north boundary line of SWF Parcel No. 16-074-116;

Thence N 89°39'58" W, along said north boundary line of SWF Parcel No. 16-074-116, a distance of 49.54 feet;

Thence N 03°29'26" W, a distance of 109.14 feet to the POINT OF BEGINNING.

Parcel contains 0.95 acres, more or less.

RAS
16074116