

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

BAYESPLANADE.COM, LLC,
a Florida limited liability company,

Plaintiff/Counter-defendant

vs.

Case No.: 2017-CA-005136

THE BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA,

Defendant/Counter-plaintiff

FILED
CIVIL COURT RFC DEPT
2018 APR 18 PM 4:05
KYN ELLIOTT
CLERK OF CIRCUIT COURT

STIPULATED FINAL JUDGMENT

THIS CAUSE came before the Court upon the Stipulation to Entry of Judgment by the parties Plaintiff/Counter-Defendant, BAYESPLANADE.COM, LLC (“BAYESPLANADE”), and Defendant/Counter-Plaintiff, BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (“BOARD”).

The Court after reviewing the stipulation, all relevant documents, and otherwise being fully advised on the matter, Orders and Adjudges as follows:

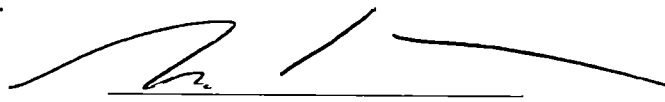
1. BOARD and BAYESPLANADE have reached an agreement to settle the above-styled action, which shall henceforth be known as the “Settlement Agreement”, which is attached and incorporated into this Stipulated Final Judgment as **Exhibit 1**.
2. BOARD and BAYESPLANADE have agreed to be bound by the terms of the Settlement Agreement, including but not limited to, all terms, performance dates, listed exhibits, provisions or promises otherwise listed therein.

3. **Exhibit 2** attached hereto is a survey dated 3/21/18 which describes and depicts certain lands designated as Parcels 1, 2, 3, 4, 5, and A.
4. **Exhibit 3** attached hereto sets forth the legal description of Parcels 1, 2, 3, 4, 5, and A.
5. The Plaintiff derails its title to parcels 1, 2, and 5 from the following documents (which were attached as Exhibits B, C, D, and E to Plaintiff's complaint filed in the above-styled case on August 18, 2017):
 - a. BayEsplanade.com, LLC chain of title: Pinellas County O.R. Book 14614, Page 2319-2321, Pinellas County O.R. Book 15290, Page 2076-2078, Pinellas County Deed Book 228, Page 513-514, Pinellas County Deed Book 550, Page 529-530;
 - b. deed from Clearwater Island Bridge Company to North Bay Company recorded at Deed Book 228, page 513-514, public records, Pinellas County Florida; deed from North Bay Company to BayEsplanade, recorded at Official Record Book 14614, page 2319-2321, public records, Pinellas County Florida;
 - c. corrective deed from North Bay Company to BayEsplanade making a one word correction from "East" to "West" in a portion of the legal description, recorded at Official Record Book 15290, page 2076-2078, public records, Pinellas County, Florida.
6. All of the right, title, and interest of the BOARD and those parties claiming by, through, under, and against the BOARD in Parcels 1, 2, 5, and A are forever quieted and confirmed in BAYESPLANADE.

7. BOARD and those parties claiming by, though, under, or against the BOARD are perpetually enjoined from asserting any right, title, claim, or interest in and to Parcels 1, 2, 5, and A.
8. Fee simple title to Parcels 1, 2, 5, and A is hereby vested in BAYESPLANADE, as against the BOARD and those parties claiming by, through, under, and against the BOARD.
- 9 All of the right, title, and interest of the BAYESPLANADE and those parties claiming by, through, under, and against BAYESPLANADE in Parcels 3 and 4 are forever quieted and confirmed in the BOARD.
- 10 BAYESPLANADE, and those parties claiming by, though, under, or against the BAYESPLANADE are perpetually enjoined from asserting any right, title, claim, or interest in and to Parcels 3 and 4.
11. Fee simple title to Parcels 3 and 4 is hereby vested in the BOARD, as against BAYESPLANADE and those parties claiming by, through, under, and against the BAYESPLANADE.
12. BOARD AND BAYESPLANADE agree that each party shall bear its own costs and attorney's fees related to this litigation.
- 13 BOARD AND BAYESPLANADE agree that this Court retains jurisdiction to enforce any of the terms of this Stipulated Final Judgment if necessary.

DONE AND ORDERED in Chambers in Clearwater, Pinellas County, Florida, this

18 day of April, 2018.



Circuit Judge

Copies furnished to:

Marianna Sarkisyan, Esquire, 3900 Commonwealth Blvd., MS35, Tallahassee, FL 32399-3000
Robert V. Potter, Esquire, 911 Chestnut Street, Clearwater, FL 33756

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

BAYESPLANADE.COM, LLC,
a Florida limited liability company,

Plaintiff/Counter-defendant

vs.

Case No.: 2017-CA-005136

THE BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA,

Defendant/Counter-plaintiff

SETTLEMENT AGREEMENT

This Settlement Agreement and General Release (Agreement) is entered into between Defendant/Counter-Plaintiff, BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("BOARD"), and Plaintiff/Counter-Defendant BAYESPLANADE.COM, LLC, ("BAYESPLANADE"). In this Agreement, the BOARD and BAYESPLANADE (collectively, the "Parties") shall at all times include any and all related entities, corporations, assignees, subcontractors, partnerships and subsidiaries, as well as their respective current and former directors, officers, board members, trustees, members, shareholders, partners, employees, successors in interest, representatives and agents.

RECITALS

WHEREAS, BAYESPLANADE sued the BOARD in Case No.: 2017-CA-005136, in the Circuit Court, of the 6th Judicial Circuit, in and for Pinellas County, Florida; and the BOARD subsequently brought a counter-claim against BAYESPLANADE. (Collectively: "Lawsuit").



WHEREAS, the BOARD and BAYESPLANADE wish to conclusively settle and resolve the Lawsuit and all actual and potential claims by and between them based upon, or arising out of or related to, the subject matter of the Lawsuit and as to the property in dispute.

WHEREAS, the BOARD and BAYESPLANADE prefer to settle their disputes to avoid the uncertainties and expense of further litigation.

CONSIDERATION

NOW, THEREFORE, in consideration of all mutual promises and undertakings herein, the receipt and sufficiency of which consideration is hereby acknowledged it is hereby agreed between, the BOARD and BAYESPLANADE, as follows:

1. The foregoing Recitals are true and correct and are hereby incorporated herein by reference as part of this Agreement between the Parties.
2. The BOARD and BAYESPLANADE agree to the terms of, and will execute the Stipulation to Entry of Final Judgment, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference.
3. The BOARD agrees to stipulate that it has no ownership interest in Parcels 1, 2, 5, and A as depicted and described on the Specific Purpose Survey, dated March 21, 2018, attached hereto as Exhibit 2.
4. BAYESPLANADE agrees to stipulate that it has no ownership interest in Parcels 3 and 4 as depicted and described on the Specific Purpose Survey, dated March 21, 2018, attached hereto as Exhibit 2.
5. BOARD and BAYESPLANADE agree to bear their own costs and attorney's fees related to this Lawsuit.

GENERAL RELEASE

In consideration of the foregoing, the BOARD and BAYESPLANADE hereby remise, release, and forever discharge each other, and their members, staff, divisions, bureaus, employees, agents, successors and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, agreements, promises, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which either of them ever had, now has, or against the other, or which any personal representative, successor, heir or assign of theirs shall or may have against the other upon, or by reason of any matter, cause or thing whatsoever, arising out of or related to the subject of this Agreement.

GOVERNING LAW, VENUE, SUBMISSION TO JURISDICTION

This Agreement and the rights of the Parties hereunder shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of Florida without regard to the principles governing conflicts of law. The Parties hereby agree that the sole and exclusive venue for any action arising under or in any way related to this Agreement shall be the Court in the Lawsuit, which shall retain jurisdiction to enforce this Agreement.

NON-ASSIGNMENT OF CLAIMS

Each of the Parties to this Agreement represents that no other person or entity has or has had any interest in the claims, demands, or obligations referred to in this Agreement, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

AUTHORIZATION

The persons signing this Agreement in a representative capacity represent to the other Parties that entry into this Agreement has been duly authorized, that the persons signing this Agreement are duly authorized to sign on behalf of such party, and the Agreement is binding upon the represented party.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Executed counterparts exchanged by .pdf, facsimile transmission, or other electronic means shall be considered to be originals for all purposes.

HEADINGS

Paragraph headings are provided for convenience only, and shall not affect the interpretation of this Agreement.

NO ADMISSION OF LIABILITY

The parties acknowledge that this Agreement is entered into based upon the resolution of disputed claims and that the parties deny liability on the claims asserted against them. This Agreement shall not be evidence of any wrongdoing of any nature whatsoever by any of the Parties.

EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which all Parties hereto have executed the Agreement.

SURVIVAL

All representations and agreements set forth herein shall survive the exchange of the deliverables and filings contemplated hereby.

SEVERABILITY

If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction and the invalidity of such part of provision does not adversely affect the purpose and intent of this Agreement, such shall not affect the validity of any other provision, or part thereof, of this Agreement, and such provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.

ENTIRE RELEASE

The BOARD and BAYESPLANADE agree that this Agreement constitutes their entire and final understanding with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly or collaterally related to the subject matter of this Agreement. The parties acknowledge and agree that they fully understand all of the implications of this Agreement and that they have had the full benefit of competent counsel in deciding to enter into this Agreement and to waive and release each of the rights specified in this Agreement.

AMBIGUITIES AND INTERPRETATION

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No ambiguity in any provision hereof shall be construed against a Party by reason of the fact that it was drafted by such Party or their counsel, it being the Agreement of the Parties that this Agreement was drafted jointly by the

Parties. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

AMENDMENTS

The BOARD and BAYESPLANADE agree that this Agreement cannot be amended or modified, changed or terminated, except by a writing executed by all of the Parties hereto or their respective administrators, trustees, personal representatives, and successors. No waiver of any provision of this Agreement shall constitute waiver of any other provision of this Agreement.

ACKNOWLEDGMENT

The Parties acknowledge that they have carefully read and understand this Agreement consisting of seven (7) pages and Exhibits 1, 2, and 3, and agree that they have not made any representations other than those contained herein. The Parties also acknowledge that they enter into this Agreement voluntarily, with full knowledge of its significance, and without any pressure or coercion.

**THE PARTIES HEREBY EXECUTE THIS SETTLEMENT AGREEMENT AND
GENERAL RELEASE**

BAYESPLANADE.COM, LLC,
A Florida Limited Liability Corporation

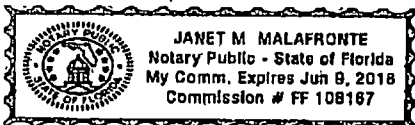
Date: 28 day of MARCH 2018

By: William Blackwood

WILLIAM BLACKWOOD

Its: MANAGER

The foregoing instrument was acknowledged before me this 28th day of March, 2018, by William Blackwood, Manager, BayEsplanade.com LLC. He is personally known to me or has produced _____ as identification.



Notary Public, State of Florida

Janet M. Malafronte
Commission Stamp: 6/9/18

**BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA**

Date: 11th day of APRIL 2018

By: Callie DeHaven

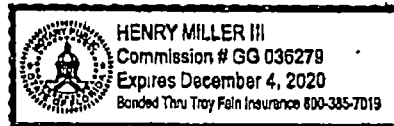
CALLIE DEHAVEN
DIRECTOR OF STATE LANDS
DIVISION OF STATE LANDS,
STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION,
as agent for and on behalf of Board of
Trustees of the Internal Improvement
Trust Fund of the State of Florida

The foregoing instrument was acknowledged before me this 11th day of APRIL,
2018, by Callie DeHaven, Director of State Lands, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for and on behalf of Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida. He is personally known to me or has
produced _____ as identification. She

Notary Public, State of Florida

Henry Miller III

Commission Stamp:



Approved as to Form and Legality

By: Marianna Sarkdsyan

On 11th day of April, 2018.

Attorney / Department of Environmental Protection

EXHIBIT 3

PARCEL 1

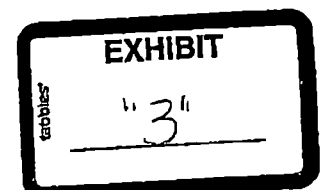
LEGAL DESCRIPTION OF A PART OF PROPERTY PER DEED BOOK 14614, PAGE 2319; AND DEED BOOK 15290, PAGE 2076; AND THAT PART OF TIF DEED #17451 LOCATED IN SECTION 5, TOWNSHIP 29 SOUTH RANGE 15 EAST, PINELLAS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE 300 FEET SOUTH OF NORTHEAST CORNER OF GOVERNMENT LOT 6 AND THE EASTERLY EXTENTION OF THE NORTH BOUNDARY OF LOT 2, BLOCK 76, MANDALAY UNIT NO. 5 AND MANDALAY UNIT NO. 5 REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20 PAGE 27 AND PLAT BOOK 20 PAGE 48 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, ON THE EAST FACE OF THE SEAWALL AND RUN THENCE S89°37'26"E A DISTANCE OF 298.12' TO THE POINT OF BEGINNING; THENCE CONTINUE N89°37'26"E A DISTANCE OF 34.73' TO THE WEST BOUNDARY OF THE CHANNEL AS IT EXISTED IN 1926; THENCE ALONG THE WEST BOUNDARY OF SAID CHANNEL THRU THE FOLLOWING EIGHT (8) COURSES; (1) THENCE S32°45'16"E A DISTANCE OF 478.75'; (2) THENCE S29°53'48"E A DISTANCE OF 264.22'; (3) THENCE S45°24'28"E A DISTANCE OF 259.44'; (4) THENCE S25°13'25"E A DISTANCE OF 76.66'; (5) THENCE S28°16'53"E A DISTANCE OF 146.89'; (6) THENCE S17°08'53"E A DISTANCE OF 178.36'; (7) THENCE S16°20'53"E A DISTANCE OF 107.84'; (8) THENCE S16°50'14"W A DISTANCE OF 416.55'; TO THE EASTERLY EXTENTION OF THE SOUTH RIGHT OF WAY LINE OF BAY ESPLANADE; THENCE N89°03'18"W ALONG SAID EXTENTION THE SOUTH RIGHT OF WAY LINE OF BAY ESPLANADE A DISTANCE OF 766.59'; THENCE N7°08'12"W A DISTANCE OF 321.85' ALONG THE FACE OF THE EXISTING SEAWALL, ALSO KNOWN AS THE EASTERLY BOUNDARY OF BLOCKS 78 AND 87; THENCE DEPARTING SAID SEAWALL, RUN THENCE N85°29'48"E A DISTANCE OF 300.00' ALONG THE EASTERLY EXTENTION OF THE SOUTH BOUNDARY OF LOT 1, BLOCK 78 OF SAID MANDALAY UNIT NO. 5 REPLAT; THENCE N07°10'29"W A DISTANCE OF 249.78'; THENCE S83°14'07"W A DISTANCE OF 100.00'; THENCE N19°21'59"W A DISTANCE OF 317.48'; THENCE N46°30'12"E A DISTANCE OF 207.35'; THENCE N07°10'23"W A DISTANCE OF 656.66' TO THE POINT OF BEGINNING.

CONTAINING 845679.81 SF. OR 19.414 ACRES M.O.L.

PARCEL 2

LEGAL DESCRIPTION OF A PART OF PROPERTY PER DEED BOOK 14614, PAGE 2319; AND DEED BOOK 15290, PAGE 2076; AND THAT PART OF TIF DEED #17451 LOCATED IN SECTION 5, TOWNSHIP 29 SOUTH RANGE 15 EAST, PINELLAS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:



COMMENCE 300 FEET SOUTH OF NORTHEAST CORNER OF GOVERNMENT LOT 6 AND THE EASTERLY EXTENSION OF THE NORTH BOUNDARY OF LOT 2, BLOCK 76, MANDALAY UNIT NO. 5 AND MANDALAY UNIT NO. 5 REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20 PAGE 27 AND PLAT BOOK 20 PAGE 48 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, ON THE EAST FACE OF THE SEAWALL AND RUN THENCE S89°37'26"E A DISTANCE OF 332.85' TO THE WEST BOUNDARY OF THE CHANNEL AS IT EXISTED IN 1926; THENCE ALONG THE WEST BOUNDARY OF SAID CHANNEL THROUGH THE FOLLOWING EIGHT (8) COURSES (1) S32°45'16"E A DISTANCE OF 478.75'; (2) THENCE S29°53'48"E A DISTANCE OF 264.22'; (3) THENCE S45°24'28"E A DISTANCE OF 259.44'; (4) THENCE S25°13'25"E A DISTANCE OF 76.66'; (5) THENCE S28°16'53"E A DISTANCE OF 146.89'; (6) THENCE S17°08'53"E A DISTANCE OF 178.36'; (7) THENCE S16°20'53"E A DISTANCE OF 107.84'; (8) THENCE S16°50'14"W A DISTANCE OF 416.55' TO THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF BAY ESPLANADE TO THE POINT OF BEGINNING, THENCE CONTINUE S16°50'14"W 422 60' TO THE NORTHERLY BOUNDARY OF BELLE HARBOR CONDOMINIUM ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN CONDOMINIUM PLAT BOOK 133, PAGE 11 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N89°01'32"W A DISTANCE OF 311.52' ALONG SAID NORTHERLY BOUNDARY OF SAID BELLE HARBOR CONDOMINIUM; THENCE N 63°58'14" W A DISTANCE OF 333.79' ALONG THE NORTH RIGHT OF WAY OF THE CLEARWATER ISLAND BRIDGE; THENCE N07°01'10"W A DISTANCE OF 267.36' ALONG THE FACE OF THE EXISTING SEAWALL AND THE SOUTHERLY EXTENSION OF SAID SEAWALL, ALSO KNOWN AS THE EASTERLY BOUNDARY OF BLOCKS 78 AND 87 OF SAID MANDALAY UNIT NO. 5 REPLAT; THENCE DEPARTING SAID SEAWALL, RUN THENCE S89°03'18"E A DISTANCE OF 766.59' ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF BAY ESPLANADE TO THE POINT OF BEGINNING.

CONTAINING 256448.8 SF. OR 5.888 ACRES M.O.L.

PARCEL 3

PARCEL 3 - NOT A PART OF TIF #17451

LEGAL DESCRIPTION OF SUBMERGED LAND LOCATED IN SECTION 5, TOWNSHIP 29 SOUTH RANGE 15 EAST, PINELLAS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE 300 FEET SOUTH OF NORTHEAST CORNER OF GOVERNMENT LOT 6 AND THE EASTERLY EXTENSION OF THE NORTH BOUNDARY OF LOT 2, BLOCK 76, MANDALAY UNIT NO. 5 AND MANDALAY UNIT NO. 5 REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20 PAGE 27 AND PLAT BOOK 20 PAGE 48 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, ON THE EAST FACE OF THE SEAWALL AND RUN THENCE S89°37'26"E A DISTANCE OF 333.85' TO THE EAST BOUNDARY OF PARCEL 1 AS SHOWN ON A SURVEY BY GEORGE A. SHIMP II AND ASSOCIATES, INC. DATED 1/10/17; THENCE CONTINUE S89°37'26" E 121.93' TO THE WEST BOUNDARY OF THE CHANNEL AS IT EXISTED IN

1926; THENCE ALONG THE WEST BOUNDARY OF SAID CHANNEL THROUGH THE FOLLOWING FIVE (5) COURSES (1) S26°05'26"E A DISTANCE OF 183.97'; (2) S28°59'56"E A DISTANCE OF 279.85' (3) S30°39'51"E A DISTANCE OF 314.06' (4) S30°15'31"E A DISTANCE OF 142.73' (5) S26°53'59"E A DISTANCE OF 10.77'; THENCE ALONG THE EAST BOUNDARY OF PARCEL 1 THE FOLLOWING FOUR (4) COURSES; (1) S45°24'28"E A DISTANCE OF 51.80'; (2) THENCE S36°23'47"E A DISTANCE OF 215.60'; (3) THENCE S28°18'40"E A DISTANCE OF 134.87'; (4) THENCE S 16°50'14" W A DISTANCE OF 150.42' TO THE POINT OF BEGINNING; THENCE ALONG THE WEST BOUNDARY OF THE CHANNEL AS IT EXISTED IN 1926 ALONG THE FOLLOWING FOUR (4) COURSES; (1) S16°20'53"E A DISTANCE OF 40.50'; (2) S06°31'11"E A DISTANCE OF 203.75'; (3) S05°35'58" A DISTANCE OF 204.08'; (4) S03°30'38"E A DISTANCE OF 364.87 FEET TO THE SOUTH BOUNDARY OF SAID PARCEL 2 EXTENDED; THENCE N89°01'32"W A DISTANCE OF 319.89' TO THE SOUTHEAST CORNER OF SAID PARCEL 2; THENCE N16°50'14"E A DISTANCE OF 839.12' ALONG THE EAST BOUNDARY OF PARCELS 1 AND 2 TO THE POINT OF BEGINNING.

CONTAINING 135859.2 SF. OR 3.118 ACRES M.O.L.

PARCEL 4

PARCEL 4 - NOT A PART OF TIIIF #17451

LEGAL DESCRIPTION OF SUBMERGED LAND LOCATED IN SECTION 5, TOWNSHIP 29 SOUTH RANGE 15 EAST, PINELLAS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE 300 FEET SOUTH OF NORTHEAST CORNER OF GOVERNMENT LOT 6 AND THE EASTERLY EXTENSION OF THE NORTH BOUNDARY OF LOT 2, BLOCK 76, MANDALAY UNIT NO. 5 AND MANDALAY UNIT NO. 5 REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20 PAGE 27 AND PLAT BOOK 20 PAGE 48 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, ON THE EAST FACE OF THE SEAWALL AND RUN THENCE S89°37'26"E A DISTANCE OF 332.85' TO THE EAST BOUNDARY OF PARCEL 1 AS SHOWN ON A SURVEY BY GEORGE A. SHIMP II AND ASSOCIATES, INC. DATED 1/10/17: THENCE CONTINUE S89°37'26" E 121.93' TO THE WEST BOUNDARY OF THE CHANNEL AS IT EXISTED IN 1926; THENCE ALONG THE WEST BOUNDARY OF SAID CHANNEL THROUGH THE FOLLOWING FIVE (5) COURSES (1) S26°05'26"E A DISTANCE OF 183.97'; (2) S28°59'56"E A DISTANCE OF 279.85' (3) S30°39'51"E A DISTANCE OF 314.06' (4) S30°15'31"E A DISTANCE OF 142.73' (5) S26°53'59"E A DISTANCE OF 10.77' TO THE POINT OF BEGINNING; THENCE ALONG THE EAST BOUNDARY OF PARCEL 1 THE FOLLOWING FOUR (4) COURSES; (1) S45°24'28"E A DISTANCE OF 51.80'; (2) THENCE S36°23'47"E A DISTANCE OF 215.60'; (3) THENCE S28°18'40"E A DISTANCE OF 134.87'; (4) THENCE S16°50'14"W A DISTANCE OF 150.42' TO THE EAST BOUNDARY OF SAID PARCEL 1: THENCE ALONG THE EAST BOUNDARY OF PARCEL 1 THE FOLLOWING FOUR (4) COURSES, (1) N16°20'53"W A DISTANCE OF 107.84'; (2) THENCE N17°08'53"W 178.36'; (3) THENCE N28°16'53"W A DISTANCE OF 146.89'; (4) THENCE N25°13'25"W A DISTANCE OF 76.66' TO THE POINT OF BEGINNING.

CONTAINING 21975.86 SF. OR 0.504 ACRES M.O.L.

PARCEL 5 - A PART OF T1IF #17451

LEGAL DESCRIPTION OF A PART OF PROPERTY PER DEED BOOK 14614, PAGE 2319; AND DEED BOOK 15290, PAGE 2076; AND THAT PART OF T1IF DEED #17451 LOCATED IN SECTION 5, TOWNSHIP 29 SOUTH RANGE 15 EAST, PINELLAS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE 300 FEET SOUTH OF NORTHEAST CORNER OF GOVERNMENT LOT 6 AND THE EASTERLY EXTENSION OF THE NORTH BOUNDARY OF LOT 2, BLOCK 76, MANDALAY UNIT NO. 5 AND MANDALAY UNIT NO. 5 REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20 PAGE 27 AND PLAT BOOK 20 PAGE 48 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, ON THE EAST FACE OF THE SEAWALL AND RUN THENCE S89°37'26"E A DISTANCE OF 333.85' TO THE EAST BOUNDARY OF PARCEL 1 AS SHOWN ON A SURVEY BY GEORGE A. SHIMP II AND ASSOCIATES, INC. DATED 1/10/17 TO THE POINT OF BEGINNING: THENCE CONTINUE S89°37'26" E 121.93' TO THE WEST BOUNDARY OF THE CHANNEL AS IT EXISTED IN 1926; THENCE ALONG THE WEST BOUNDARY OF SAID CHANNEL THROUGH THE FOLLOWING FIVE (5) COURSES (1) S26°05'26"E A DISTANCE OF 183.97'; (2) THENCE S28°59'56"E A DISTANCE OF 279.85'; (3) THENCE S30°39'51"E A DISTANCE OF 314.06'; (4) THENCE S 30°15'31" E A DISTANCE OF 142.73'; (5) THENCE S26°53'59"E A DISTANCE OF 10.77' TO THE EAST BOUNDARY OF PARCEL 1; THENCE ALONG THE EAST BOUNDARY OF PARCEL 1 THE FOLLOWING THREE (3) COURSES, (1) N45°24'28"W A DISTANCE OF 259.44'; (2) THENCE N29°53'48"W A DISTANCE OF 264.22'; (3) THENCE N32°45'16"W A DISTANCE OF 478.75' TO THE POINT OF BEGINNING.

CONTAINING 63073.8 SF. OR 1.448 ACRES M.O.L.

PARCEL A - A PART OF T1IF #17451

LEGAL DESCRIPTION OF A PART OF PROPERTY PER DEED BOOK 14614, PAGE 2319; AND DEED BOOK 15290, PAGE 2076 AND THAT PART OF T1IF DEED #17451 LOCATED IN SECTION 5, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF CLEARWATER CITY PARK AS RECORDED IN DEED BOOK 57, PAGE 195 AND RUN THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF BAY ESPLANADE ACCORDING TO DEED BOOK 715, PAGE 323 TO THE MEAN HIGH WATER LINE AS IT EXISTED PER THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, DEED NUMBER 17451 TO THE POINT OF BEGINNING: THENCE CONTINUE EAST ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EAST BOUNDARY OF THE PLAT OF MANDALAY SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20,

PAGE 48 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID MANDALAY SUBDIVISION TO THE NORTH BOUNDARY OF THE CLEARWATER ISLAND BRIDGE (CLEARWATER STREET) AS SHOWN ON SAID PLAT; THENCE NORTHWEST ALONG THE NORTH BOUNDARY SAID CLEARWATER ISLAND BRIDGE (CLEARWATER STREET) RIGHT OF WAY TO THE MEAN HIGH WATER LINE; THENCE NORTHERLY ALONG THE MEAN HIGH WATER LINE AS IT EXISTED PER THE RUSTEES OF THE INTERNAL IMPROVEMENT FUND DEED NUMBER 17451 TO THE POINT OF BEGINNING.

HAVING AN AREA OF 38194.93 SQUARE FEET OR 0.877 ACRES M.O.L.