

Return to:

Gold Coast Title Co.  
75 S.E. 3rd St.  
Boca Raton, Fl. 33432  
Attn: Harry B. Prince

REC. 7408PG 356

CONSTRUCTION, OPERATING AND RECIPROCAL EASEMENT AGREEMENT

by and among

J.C. PENNEY COMPANY, INC.

DILLARD DEPARTMENT STORES, INC.

AND

BRANDON SHOPPING CENTER PARTNERS, LTD.

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

Documentary Tax Pd - F.S. 201.02 \$ 70.  
Documentary Tax Pd - F.S. 201.08 \$         
Intangible Tax Pd - F.S. 199 \$         
Richard Ake, Clerk Hillsborough County  
By. [Signature] Deputy Clerk

Prepared by:  
RALPH OLIVI  
Pircher, Nichols & Meeks  
900 North Michigan Avenue  
Chicago, Illinois 60611

**ARTICLE I - DESIGNING THE SHOPPING CENTER**

Page No.

Section 1.1	Designing the Shopping Center	6
Section 1.2	Plans of Developer Mail Stores	8
Section 1.3	Plans for Common Area Site Work	8
Section 1.4	Approval of Preliminary Common Area Site Work Plans	9
Section 1.5	Final Common Area Site Work Plans	9
Section 1.6	Approval of Plans and Specifications	9
Section 1.7	Plans of Penney and Dillard	10
Section 1.8	Parking Requirements	10
Section 1.9	Effect of Approval	10
Section 1.10	Compliance with Laws	11
Section 1.11	Preparation of Plans and Document Approval	11
Section 1.12	Future On Grade Parking Area	11

**ARTICLE II - CONSTRUCTION OF SHOPPING CENTER**

Section 2.1	Construction Contracts and Financing	11
Section 2.2	Common Area Site Work	11
Section 2.3	Initial Planned Floor Area	11
Section 2.4	Construction of Developer Mail Stores	12
Section 2.5	Construction by Penney	12
Section 2.6	Construction by Dillard	13
Section 2.7	Changes in Buildings	13
Section 2.8	Compliance with Laws and Plot Plan	14
Section 2.9	Certifications of Floor Area	14
Section 2.10	General Construction Requirements	14

**ARTICLE III - LEASING**

Section 3.1	Leasing Requirements	16
Section 3.2	Kiosks	16

**ARTICLE IV - OPENING FOR BUSINESS**

Section 4.1	Opening by Developer	16
Section 4.2	Opening by the Parties	16
Section 4.3	Extension of Opening Date	17

**ARTICLE V - SHOPPING CENTER OPERATION AND TRANSFERS BY THE PARTIES**

Section 5.1	Shopping Center Operation	17
Section 5.2	Signs	18
Section 5.3	Employee Parking	18
Section 5.4	Resident Manager	18
Section 5.5	Transfer of Interest, Rights, Powers and Obligations	18
Section 5.6	Transfer by Developer	19
Section 5.7	Transfer by Party Other Than Developer	20
Section 5.8	Sale and Leaseback, Mortgages	21
Section 5.9	Multiple Ownership	22

**ARTICLE VI - EASEMENTS**

Section 6.1	Common Area Easements	24
Section 6.2	Permanent Access Easements - Residual Parcels	24
Section 6.3	Utility Easements	26
Section 6.4	Attachment, Footing and Foundation Easements	26
Section 6.5	Easement for Abutment of Enclosed Mall	26
Section 6.6	Encroachments	26
Section 6.7	Termination of Easements; Abandonment	27
Section 6.8	Easement to Perform Self-Help	27
Section 6.9	Easement for Alarms, Etc.	27
Section 6.10	Non-Dedication	28
Section 6.11	Construction Easements	28
Section 6.12	Maintenance Easement	29
Section 6.13	Fire Corridor Easement	29

ARTICLE VII - MAINTENANCEPage No.

Section 7.1	Building and Utility Maintenance	29
Section 7.2	Maintenance and Operation of Common Areas	30

ARTICLE VIII - CONDEMNATION

Section 8.1	Condemnation on Developer Site	32
Section 8.2	Condemnation on Parties' Sites (other than Developer Site)	32
Section 8.3	Proceeds; Limitation of Reconstruction Obligation	33
Section 8.4	Rebuilding	33
Section 8.5	Mortgagee Participation	34

ARTICLE IX - INSURANCE

Section 9.1	Casualty Insurance	34
Section 9.2	Liability Insurance	34
Section 9.3	Indemnities	36
Section 9.4	Form of Policies	36

ARTICLE X - DAMAGE AND DESTRUCTION

Section 10.1	Rebuilding by Developer	37
Section 10.2	Rebuilding by the Parties (other than Developer)	38
Section 10.3	Restoration of Site	38
Section 10.4	Liability of Mortgagee	39

ARTICLE XI - UNAVOIDABLE DELAYS

39

ARTICLE XII - TERM

39

ARTICLE XIII - REAL ESTATE TAXES

Section 13.1	Payment of Taxes	40
Section 13.2	Contesting Taxes	40
Section 13.3	Failure to Pay Taxes	40

ARTICLE XIV - OPERATING COVENANTS

Section 14.1	Operating Covenant of Developer	40
Section 14.2	Operating Covenant of Penney	40
Section 14.3	Operating Covenant of Dillard	41
Section 14.4	[INTENTIONALLY OMITTED]	42
Section 14.5	Operating Covenant of Sears	42
Section 14.6	Operating Covenant of Burdines	43

ARTICLE XV - MISCELLANEOUS

Section 15.1	Recording; Publicity	43
Section 15.2	Covenants Running with the Land	44
Section 15.3	Not Partners	44
Section 15.4	Waiver	44
Section 15.5	Governing Law; Severability	44
Section 15.6	Modifications	44
Section 15.7	Notices	44
Section 15.8	Headings	45
Section 15.9	Exhibits	45
Section 15.10	Counterparts	45
Section 15.11	Remedies Not Exclusive	45
Section 15.12	Successors and Assigns	46
Section 15.13	Estoppel Certificates	46
Section 15.14	Performance Under Protest	46
Section 15.15	Cost and Expense	46
Section 15.16	Temporary Cessation of Business	46
Section 15.17	Agreement for Benefit of Parties	47
Section 15.18	Default	47
Section 15.19	Liens	47

ii.

TABLE OF CONTENTS (cont'd.)

OFF: 7408P1 359  
REC:

ARTICLE XV - MISCELLANEOUS (cont'd.)

	Page No.
Section 15.20 Exculpation	47
Section 15.21 Independent Obligations	48
Section 15.22 Mortgagee Notice	48
Section 15.23 Breach Shall Not Defeat Mortgage	49
Section 15.24 Consent, Good Faith and Fair Dealing	49
Section 15.25 Exercise of Approval Rights	49
Section 15.26 Correction of Site Descriptions	50
Section 15.27 Supplemental Agreements	50
Section 15.28 Index Adjustment	50

List of Exhibits



THIS IS NOT A  
CERTIFIED COPY

Reference	Page
Access Road.....	3
Adjusted Amount.....	51
Affiliates.....	21
Agreement.....	1
Assignment and Assumption Agreement.....	19
Base Amount.....	60
Base Year.....	60
Building(s).....	3
Burdines.....	1
Burdines Lease.....	1
Burdines Site.....	1
Commence Construction.....	3
Common Area.....	3
Common Building Component.....	7
Common Utility Facility.....	3
Complete Site.....	2
Condemnation.....	3
Condemned.....	3
Department Store.....	3
Developer.....	1
Developer Mall Stores.....	6
Developer Permissible Building Area.....	6
Developer Site.....	1
Dillard.....	1
Dillard Building.....	13
Dillard Opening Date.....	16
Dillard Site.....	1
Drainage Retention System.....	26
Enclosed Mail.....	6
Exculpation Date.....	47
First Mortgage.....	36
Floor Area.....	4
4.5 parking ratio.....	32
Future Parking Area.....	11
Greater Tampa Metropolitan Area.....	41
Gross Floor Area.....	4
in 1994 dollars.....	60
Index.....	50
Initial Planned Floor Area.....	4
Interest Rate.....	4
JMB Co. ....	20
JMB Retail.....	20

Reference

Maintenance.....	30
Minimum Floor Area.....	4
Mortgage.....	4
Mortgages.....	6
No Building Corridor.....	6
Opening Date.....	6
Operate, Operating, Operation.....	6
Parent Corporation.....	22
Party(ies).....	2, 6
Penney.....	1
Penney Building.....	12
Penney Opening Date.....	16
Penney Site.....	1
Perimeter Sidewalks.....	5
Permissible Building Area.....	6
Permissible Deck Area.....	6
Permitted Transferee.....	22
Person.....	6
Plot Plan.....	1
Principals.....	23
Project Architect.....	6
Residual Parcels.....	24
Ring Road.....	6
Sears.....	1
Sears Lease.....	1
Sears Site.....	1
Sears TBA.....	4
Shopping Center.....	5
Site.....	6
Site Work Final Plans.....	9
Supplemental Agreement.....	6
Survey.....	2
Taxes.....	40
Truck Facilities.....	3
Unavoidable Delays.....	39
Urban L.P. ....	20
Urban Shopping Centers.....	20

LIST OF EXHIBITS

OFF. REC. 740816 362

THIS IS NOT A  
CERTIFIED COPY

<u>Exhibit</u>	<u>Description</u>	<u>First Reference</u>
A, Parcel I	Legal Description of Developer Site	Recitation
A, Parcel II	Legal Description of Penney Site	Recitation
A, Parcel III	Legal Description of Dillard Site	Recitation
A, Parcel IV	Legal Description of Sears Site	Recitation
A, Parcel V	Legal Description of Burdines Site	Recitation
A, Parcel VI	Legal Description of Complete Site	Recitation
B-1	Plot Plan of Complete Site	Recitation
B-2	Survey	Recitation
C	Sign Criteria	Section 5.2

CONSTRUCTION, OPERATING AND

RECIPROCAL EASEMENT AGREEMENT

(BRANDON TOWN CENTER)

OFF. REC. 7408PG 363

THIS CONSTRUCTION, OPERATING AND RECIPROCAL EASEMENT AGREEMENT (hereinafter called "Agreement"), made as of the 5<sup>th</sup> day of May, 1994, by and among:

J.C. PENNEY COMPANY, INC., a Delaware corporation (hereinafter called "Penney"), having its principal office at 8501 Legacy Drive, Plano, Texas, 75024; and DILLARD DEPARTMENT STORES, INC., a Delaware corporation (hereinafter called "Dillard"), having its principal office at 1800 Cantrell Road, Little Rock, Arkansas, 72201; and BRANDON SHOPPING CENTER PARTNERS, LTD., a Florida limited partnership (hereinafter called "Developer"), with USC Subsidiary, Inc., a Delaware corporation as the sole general partner, said limited partnership having its principal office at 900 North Michigan Avenue, 15th Floor, Chicago, Illinois 60611.

RECITATIONS

A. Developer is the owner of a parcel of land containing 124.581 acres, said parcel being more particularly described as the "Developer Site" in Exhibit "A", Parcel I, annexed hereto and hereby made a part hereof, and being the area so designated on the plot plan dated April 12, 1994, annexed hereto as Exhibit "B-1" and hereby made a part hereof, the plot plan being hereinafter referred to as the "Plot Plan".

B. Developer has contemporaneously herewith arranged to have conveyed to Penney, and Penney is the owner of a parcel of land adjoining the Developer Site containing 9.355 acres, upon which Penney shall construct and operate a retail facility in accordance with the terms of this Agreement, said parcel being hereinafter referred to as the "Penney Site", shown as such on the Plot Plan, and more particularly described in Exhibit "A", Parcel II.

C. Developer has contemporaneously herewith arranged to have conveyed to Dillard, and Dillard is the owner of, a parcel of land adjoining the Developer Site, containing 13.32 acres, upon which Dillard shall construct and operate a retail facility in accordance with this Agreement, said parcel being hereinafter referred to as the "Dillard Site", shown as such on the Plot Plan, and more particularly described in Exhibit "A", Parcel III.

D. Developer has contemporaneously herewith leased to SEARS, ROEBUCK AND CO., a New York corporation (hereinafter called "Sears"), and Sears is the lessee of a parcel of land within the Developer Site, containing 11.35 acres, upon which Sears shall construct and operate a retail facility in accordance with the terms of that certain lease (the "Sears Lease") by and between Developer and Sears, said parcel being hereinafter referred to as the "Sears Site", shown as such on the Plot Plan, and more particularly described in Exhibit A, Parcel IV, provided, however, the Sears Site shall not be included as part of the Developer Site unless specifically set forth to the contrary elsewhere in this Agreement.

E. Developer has contemporaneously herewith amended its lease with Burdines, Inc., an Ohio corporation whose guarantor is Federated Department Stores, Inc., a Delaware corporation (hereinafter collectively called "Burdines"), and Burdines is the lessee of a parcel of land within the Developer Site, containing 9.39 acres, upon which Burdines shall construct and operate a retail facility in accordance with the terms of that certain lease (the "Burdines Lease") by and between Developer and Burdines, said parcel being hereinafter referred to as the "Burdines Site", shown as such on the Plot Plan, and more particularly described in Exhibit "A", Parcel V, provided, however, the Burdines Site shall not be

**CONSTRUCTION, OPERATING AND  
RECIPROCAL EASEMENT AGREEMENT  
(BRANDON TOWN CENTER)**

REF: 7408PG 363

THIS IS NOT A  
CERTIFIED COPY

THIS CONSTRUCTION, OPERATING AND RECIPROCAL EASEMENT AGREEMENT (hereinafter called "Agreement"), made as of the 5<sup>th</sup> day of May, 1994, by and among:

J.C. PENNEY COMPANY, INC., a Delaware corporation (hereinafter called "Penney"), having its principal office at 6501 Legacy Drive, Plano, Texas, 75024; and DILLARD DEPARTMENT STORES, INC., a Delaware corporation (hereinafter called "Dillard"), having its principal office at 1600 Cantrell Road, Little Rock, Arkansas, 72201; and BRANDON SHOPPING CENTER PARTNERS, LTD., a Florida limited partnership (hereinafter called "Developer"), with USC Subsidiary, Inc., a Delaware corporation as the sole general partner, said limited partnership having its principal office at 900 North Michigan Avenue, 15th Floor, Chicago, Illinois 60611.

**RECITATIONS**

A. Developer is the owner of a parcel of land containing 124.581 acres, said parcel being more particularly described as the "Developer Site" in Exhibit "A", Parcel I, annexed hereto and hereby made a part hereof, and being the area so designated on the plot plan dated April 12, 1994, annexed hereto as Exhibit "B-1" and hereby made a part hereof, the plot plan being hereinafter referred to as the "Plot Plan".

B. Developer has contemporaneously herewith arranged to have conveyed to Penney, and Penney is the owner of a parcel of land adjoining the Developer Site containing 9.355 acres, upon which Penney shall construct and operate a retail facility in accordance with the terms of this Agreement, said parcel being hereinafter referred to as the "Penney Site", shown as such on the Plot Plan, and more particularly described in Exhibit "A", Parcel II.

C. Developer has contemporaneously herewith arranged to have conveyed to Dillard, and Dillard is the owner of, a parcel of land adjoining the Developer Site, containing 13.32 acres, upon which Dillard shall construct and operate a retail facility in accordance with this Agreement, said parcel being hereinafter referred to as the "Dillard Site", shown as such on the Plot Plan, and more particularly described in Exhibit "A", Parcel III.

D. Developer has contemporaneously herewith leased to SEARS, ROEBUCK AND CO., a New York corporation (hereinafter called "Sears"), and Sears is the lessee of a parcel of land within the Developer Site, containing 11.35 acres, upon which Sears shall construct and operate a retail facility in accordance with the terms of that certain lease (the "Sears Lease") by and between Developer and Sears, said parcel being hereinafter referred to as the "Sears Site", shown as such on the Plot Plan, and more particularly described in Exhibit A, Parcel IV, provided, however, the Sears Site shall not be included as part of the Developer Site unless specifically set forth to the contrary elsewhere in this Agreement.

E. Developer has contemporaneously herewith amended its lease with Burdines, Inc., an Ohio corporation whose guarantor is Federated Department Stores, Inc., a Delaware corporation (hereinafter collectively called "Burdines"), and Burdines is the lessee of a parcel of land within the Developer Site, containing 9.39 acres, upon which Burdines shall construct and operate a retail facility in accordance with the terms of that certain lease (the "Burdines Lease") by and between Developer and Burdines, said parcel being hereinafter referred to as the "Burdines Site", shown as such on the Plot Plan, and more particularly described in Exhibit "A", Parcel V, provided, however, the Burdines Site shall not be

Included as part of the Developer Site unless specifically set forth to the contrary elsewhere in this Agreement.

F. Developer, Penney and Dillard, being hereinafter collectively referred to as "Parties" and any one (1) of such parties as a "Party" (see DEFINITIONS, Page 9, below).

G. The Developer Site (including the Access Roads (as hereinafter defined) and the Ring Road (as hereinafter defined)), the Penney Site, the Dillard Site, the Sears Site and the Burdines Site are hereinafter sometimes collectively called "Complete Site", and more particularly described in Exhibit "A", Parcel VI annexed hereto and made a part hereof, and as shown on the Plot Plan, as well as on the survey (surveyor certification signed on April 13, 1984), annexed hereto as Exhibit "B-2" and hereby made a part hereof, the survey being hereinafter referred to as the "Survey".

H. To induce Penney and Dillard to enter into this Agreement, Developer represents to Penney and Dillard that Developer will perform its obligations under this Agreement, including without limitation, the construction and operation of an enclosed mall shopping center which includes, without limitation, the "Enclosed Mall" (as hereinafter defined) and the "Developer Mall Stores" (as hereinafter defined) as herein provided, as well as arranging for the construction, opening and operation of the improvements on the Sears Site and the Burdines Site and except as specifically excluded herein, construct the improvements on the "Common Area" (as hereinafter defined) on the Complete Site together with such off-site improvements as hereinafter set forth.

I. To induce Developer to enter into this Agreement, Penney and Dillard each represents to Developer that it will perform its obligations under this Agreement, including without limitation as to Penney and Dillard the construction, opening and operation of the improvements it is required to construct, open and operate under this Agreement (including without limitation a "Department Store" (as hereinafter defined) in its "Building" (as hereinafter defined)).

J. Developer hereby represents to Penney and Dillard as further inducement to enter into this Agreement, that Developer has obtained all necessary zoning, environmental, use and other land use permits and approvals from the appropriate agencies and that such permits and approvals authorize the construction and operation of: (i) a regional shopping center on the Complete Site as contemplated by this Agreement and (ii) the Department Stores within the Buildings (see DEFINITIONS, Page 5 below) on the respective Parties' Sites, as contemplated by this Agreement. Except as otherwise permitted in the foregoing sentence, Developer shall not be required to obtain, or cause to be obtained, any governmental approvals, authorizations, permits or certificates of occupancy specifically relating to the construction and operation of the Penney Building and the Dillard Building. Penney and Dillard shall each obtain, at its expense, all necessary governmental approvals, authorizations, permits and certificates of occupancy necessary to permit the construction and operation of a Department Store on its respective Site.

K. It is the mutual desire of the Parties that the Complete Site shall be developed pursuant to a common general plan in accordance with the Plot Plan and in accordance with the plans and specifications approved by the Parties pursuant to Article I of this Agreement, and that thereafter the Complete Site shall, subject to the terms and conditions of this Agreement, be operated as a first-class, enclosed mall regional shopping center for the mutual benefit of the Parties hereto, subject to the terms, conditions and provisions of this Agreement.

L. It is the intention of this Agreement to grant certain easements with respect to, and to set forth the rights, obligations, duties and responsibilities of the Parties in connection with, the development and use of the buildings and operations on the Complete Site.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereby covenant and agree to and with each other as follows:

**INCORPORATED BY REFERENCE**

The Recitations set forth above are true and correct and are incorporated herein by reference.

**DEFINITIONS**

The following terms, when used anywhere in this Agreement, shall have the meanings as set forth below. Certain other terms are defined elsewhere in this Agreement, and shall have the meaning as set forth elsewhere in this Agreement. Unless otherwise noted, a defined term (whether set forth below or elsewhere in this Agreement) applies, where appropriate to the context, to the noun (singular and plural), verb and adjective forms of such defined term.

**"Access Road"** means each of the roadways marked "Access Road" on the Plot Plan.

**"Building(s)"** means the "Developer Mall Stores" (as defined in Section 1.2.1.), or the Penney building or the Dillard building or the Sears building or the Burdines building, as the context requires, together with the "Truck Facilities" (as hereinafter defined) and any and all improvements attached to each such store or building.

**"Commence Construction"**, in the case of the Common Area site work, means the actual commencement of clearing and grubbing on the Complete Site, or any portion thereof, and, in the case of Buildings, means the actual commencement of pouring of footings and foundations for the Building in question.

**"Common Area"** means all portions of the Complete Site which will be, upon completion of initial construction of the various facilities and improvements thereon (as hereinafter provided) available for the general use, convenience and benefit of all the Parties hereto and their respective employees, agents, contractors, customers, visitors, licensees, invitees and tenants, subject to the terms and conditions of this Agreement, and excepting, however, from the foregoing definition:

- (a) the portions of the Complete Site occupied at any time and from time to time by Buildings (except that the Enclosed Mall, even though enclosed with a roof, shall be part of the Common Area);
- (b) truck facilities, including truck ramps, and truck loading, truck parking and truck turn-around facilities and truck docks and delivery concourses (the "Truck Facilities");
- (c) those portions of the Complete Site which may from time to time be occupied by any duly dedicated public street or highway; and
- (d) that portion of the Enclosed Mall which may from time to time be occupied as a food court operation including the area for seating of customers for purposes of food and beverage consumption.

The Common Area shall include, without limiting the generality of the foregoing: (i) all parking areas (including all deck parking permitted hereunder) except the Truck Facilities; (ii) the Enclosed Mall; (iii) the Common Utility Facilities; (iv) the "Perimeter Sidewalks" (as hereinafter defined); (v) restrooms, hallways and corridors within and being part of the Enclosed Mall and not dedicated to the exclusive use of a Party; (vi) pedestrian seating areas in the Enclosed Mall; (vii) landscaping (excluding landscaping and irrigation therefor between the Buildings and the Perimeter Sidewalks); and (viii) the Ring Road and the Access Roads.

**"Common Utility Facility"** means all sanitary sewer systems, natural gas systems, if any, domestic water facilities, fire protection water systems, underground electrical systems, underground telephone systems, cable television systems situated on the Complete Site used in common by all or substantially all of the Sites, each respectively to points which are five feet (5') from a Building.

**"Condemnation"** or **"Condemned"** means the taking or appropriation of any portion of the Complete Site pursuant to an exercise of the power of eminent domain or the police power, or any conveyance in lieu of condemnation under threat thereof to a grantee having the power of condemnation, whether the same is taken directly or by inverse condemnation.

**"Department Store"** means a retail store containing at least 80,000 square feet of Floor Area and containing various departments for the sale of hard and soft goods and miscellaneous other

merchandise and such services (while emphasizing fashion leadership, quality merchandise, broad selections with full and complete lines of merchandise, attractive merchandise displays and customer service) as are customarily sold and performed by department stores from time to time (including but not limited to an automobile service center) and carrying a general line of apparel, which may include suits, coats, dresses and other garments, whether or not each type or category of merchandise or a full line of each category of merchandise is actually carried; provided, however, that the absence of hard goods shall not disqualify a retail store from being a Department Store under this Agreement so long as such store carries general lines of apparel which may include suits, coats, dresses and other garments; and provided further that a specialty fashion store, carrying a general line of apparel such as suits, coats, dresses and other garments and containing at least 80,000 square feet of Floor Area, shall nevertheless be deemed to be a Department Store. The term "Department Store", for the purposes of this Agreement, shall mean the Penney Building, the Dillard Building, the Sears Building and the Burdines Building, as the case may be, as well as a Permitted Transferee (as defined on Page 22) and a replacement Department Store as provided for in Article XIV below.

"Floor Area" means, with respect to each Building on the Complete Site, the number of square feet of "Gross Floor Area" (as hereinafter defined) on all levels or stories (including a mezzanine used as a retail sales area and a basement used as a retail sales area) including in the case of Sears, a tires, batteries and accessories department located on the ground floor (the "Sears TBA") and, including in the case of Developer, that portion of the Enclosed Mall which may from time to time be occupied as a food court operation together with the area for seating of customers for purposes of food and beverage consumption, excluding, however, (i) rooms, office space, mezzanines, or penthouses used primarily for mechanical, HVAC, electrical, point of sale, telephone, or computer equipment to service the Building, (ii) the Enclosed Mall and delivery corridors (but not excluding any area occupied by kiosks or push-carts), (iii) open Truck Facilities areas, (iv) outdoor seasonal or garden shop sales areas which are an integral part of a Department Store's operation, provided said areas are not heated or air conditioned, (v) paved or concrete aprons (whether or not covered by canopies), (vi) areas created by multi-decking of fixture shelving used exclusively for stock purposes, (vii) non-exclusive public service corridors required by safety fire codes or similar public regulations or laws, (viii) transformer rooms or vaults (while used for no other purpose), or (ix) rubbish rooms for the storage and/or hauling and/or compacting of trash and rubbish. Notwithstanding the foregoing provisions of this Agreement, the Sears Building and the Burdines Building shall each be included as part of the Developer Site for purposes of complying with the parking ratio requirements set forth in Section 1.8 of this Agreement.

"Gross Floor Area" means, with respect to each Building or structure on the Complete Site, the number of square feet of floor area at each level or story (including mezzanines and basements) lying within the exterior faces of exterior walls (except party walls as to which the centerline, not the exterior faces, shall be used).

"Initial Planned Floor Area" means the specific Gross Floor Area Developer (as well as Sears and Burdines), Penney and Dillard anticipate being initially constructed on each respective Site and therefore means the Developer Initial Planned Floor Area (and the Sears Initial Planned Floor Area and the Burdines Initial Planned Floor Area), the Penney Initial Planned Floor Area and the Dillard Initial Planned Floor Area, as the context requires and as further set out in Section 2.3 of this Agreement.

"Interest Rate" means the lower of (a) the floating rate equal to one (1) point over the base or prime rate offered by Citibank N.A. from time to time or (b) the highest lawful rate chargeable thereon.

"Minimum Floor Area" means not less than 75% of the Floor Area of a Person's Building.

"Mortgage" means and shall include any mortgage, indenture of mortgage or deed of trust, a security instrument involved in an equity loan, and to the extent applicable, a sale-leaseback transaction or a lease-subleaseback transaction on a Site of a Party.



**"Mortgagee"** means and shall include a mortgagee and/or a trustee and beneficiary under a first Mortgage and an equity investor (who shall be any Person(s) who, in return for putting a monetary consideration into a Party entity, or a general partner of that entity, takes back an ownership position in that entity or an ownership position in a general partner of that entity) and, to the extent applicable and as hereinafter provided, shall include the fee owner of any Site which is the subject of a sale-leaseback or lease-subleaseback transaction but, except as expressly otherwise provided in this Agreement, shall not include any of the foregoing "Persons" (as hereinafter defined) when in possession of the Site of any Party.

**"No Building Corridor"** means that area, as designated on the Plot Plan, where no construction of buildings can occur without the consent of all the Parties. Such area can, however, be used as a vehicular parking area with paving, striping and lighting, as well as landscaping and cement curbing located thereon.

**"Opening Date"** means February 15, 1995.

**"Operate, Operating, Operation."** The terms "Operate", or "Operating", or "Operation" refer to, subject to the provisions of Articles VIII, X and XI, (i) as respects Buildings, the respective Buildings being open to the general public for business during their business hours or being temporarily not so open for business during any period of reconstruction of any Building or Buildings pursuant to the provisions of Section 7.1 and Article X, or by reason of such reasonable interruptions as may be incidental to the conduct of its business; and (ii) as respects the Enclosed Mall, the Enclosed Mall being open to the public during the business hours of the Parties' Buildings, or any of them, and being properly operated, maintained, heated, air conditioned, lighted and ventilated, and that all services are being performed necessary to Operate and maintain said Enclosed Mall as required by the provisions of Section 7.2; and (iii) as respects the Common Area, other than the Enclosed Mall, the Common Area being available for the uses contemplated herein, and being operated and maintained in accordance with the requirements of Section 7.2.

**"Party" or "Parties"** means Dillard and/or Penney, as well as Developer (when and where the context shall require), and any Person (as hereinafter defined) succeeding to their respective interests in or to any portion of their respective Sites, and their respective rights, duties and obligations pursuant to Sections 5.5, 5.6, 5.7, 5.8 or 5.9, as applicable.

**"Perimeter Sidewalks"** means those areas, excluding all public sidewalks, shown on the Plot Plan, adjacent to the Buildings between exterior building faces and curb faces, including sidewalks, curbs and all other improvements adjacent to the respective Buildings.

**"Permissible Building Area"** means the land area on each Site on, or within, which Floor Area may be constructed and shall also mean the Developer Permissible Building Area, the Penney Permissible Building Area, the Dillard Permissible Building Area, as well as the Sears Permissible Building Area and the Burdines Permissible Building Area, as the context shall require.

**"Permissible Deck Area"** means the parcel(s) of land delineated on the Plot Plan whereon Developer (including Sears and Burdines) or another Party may construct a multi-deck parking facility.

**"Person"** means individuals, partnerships, firms, associations and corporation, or any other form of business or government entity, and the use of the singular shall include the plural.

**"Ring Road"** means that roadway designated "Ring Road" on the Plot Plan.

**"Shopping Center"** means the enclosed mall regional shopping center for the sale of goods, wares and merchandise at retail, together with such services and facilities as are incident to the Operation thereof which is to be constructed upon the Complete Site, including the real estate and all Common Area, Buildings and improvements located on the Complete Site.

**"Site"** means any one of the parcels of land named in the Recitations of this Agreement, namely the Developer Site, the Penney Site, the Dillard Site, the Sears Site and the Burdines Site, as the

context requires.

**'Supplemental Agreement'** means each supplementary agreement entered into between Developer and Penney and between Developer and Dillard, which supplementary agreement contains provisions regarding certain obligations under this Agreement as between such parties, including, without limitation, payments for Common Area maintenance costs.

## ARTICLE I

### DESIGNING THE SHOPPING CENTER

**Section 1.1 - Designing the Shopping Center.** To the extent herein provided, Developer has planned, as depicted on the Plot Plan, and shall develop the Shopping Center on the Complete Site in accordance with the elevations, design studies and preliminary plans and specifications referred to in Section 1.2 below. Developer represents it has engaged RTKL Associates, Inc. (the "**Project Architect**") for the preparation of the elevations, design studies, plans and specifications for the Developer Mall Stores and Shopping Center.

#### **Section 1.2 - Plans of Developer Mall Stores.**

1.2.1. Developer shall, at its expense, deliver on or before October 15, 1993, to each Party, for its review and comment exterior elevations, design studies and preliminary plans and specifications for all buildings and improvements on the Developer Site (excluding the building and improvements on the Sears Site and the building and improvements on the Burdines Site) (herein referred to as "**Developer Mall Stores**"). Said preliminary plans and specifications shall be consistent with the Plot Plan and shall depict the Developer Mall Stores located completely within that portion of the Developer Site as being within the area designated "**Developer Permissible Building Area**" on the Plot Plan and otherwise in accordance with the provisions of this Agreement. Plans and specifications showing the Enclosed Mall facade of any Developer Mall Stores, which Stores are located within one hundred fifty (150) feet of a Party's Building entrance to the Enclosed Mall, shall be subject to such Party's reasonable approval.

1.2.2. The final plans and specifications for Developer Mall Stores shall be consistent with the preliminary plans and specifications referred to above in this Agreement and the exterior elevations and design studies, and shall provide for first-class structure, workmanship and material. Said final plans and specifications, when prepared, shall be submitted to each Party for review and, in certain cases, approval, as provided in Section 1.2.1. above.

1.2.3. Developer Site shall include an enclosed one (1) level, air-conditioned, heated and sprinklered mall (the "**Enclosed Mall**"), which shall conform to this Agreement, which shall be built as shown on the Plot Plan and in accordance with the final plans and specifications approved by the Parties, and which shall include decorative elements and amenities therein, and all the components thereof and equipment necessary for the Operation thereof, including, without limitation, the heating, air-conditioning and ventilating equipment required to operate the Enclosed Mall conforming to the following standards: (i) **Heating System** - a prevailing minimum indoor temperature of approximately 65°F with outside temperatures of 38°F; (ii) **Cooling System** - a prevailing maximum indoor temperature of 78°F and or relative humidity of 50% with an outside dry bulb temperature of 92°F coincident with a wet bulb temperature of 77°F; the system shall be automatically controlled; (iii) **Ventilation** - The Enclosed Mall and each Party's Building shall maintain a balanced air conditioning pressure at all times so as to ensure compatible Operation of each of the air-conditioning systems for said Buildings and the Enclosed Mall with a minimum of four (4) air changes per hour in the Enclosed Mall; and (iv) if the mall store tenants control their own individual air-conditioning systems, Developer shall include in the mall store tenant leases a requirement that the mall store tenants also maintain such balanced air-conditioning pressure at all times in their premises. The finished surface of the Enclosed Mall shall be established at the same elevation as the corresponding floor of each Party's Building at

all points where the Enclosed Mall adjoins the entrance of such Building. The Enclosed Mall shall not include any Department Stores), as well as the premises of any Developer Mall Stores.

1.2.4. Developer's Building will be separated structurally from the other Party's Building and shall meet all fire code and other code requirements without relying on any Party's Building. If physically practical and mutually desirable by Developer and a Party at the time of initial construction, the Developer's Building (for purposes of subsections 1.2.4. and 1.2.5., the term "Developer Building" shall include the Enclosed Mall) will share common foundations (each of which is herein called a "Common Building Component") with such Party's Building along common building lines. Unless otherwise requested by a Party, Developer will engineer and construct common foundations based on the Party's Building loading requirements and Party bolt spacing, which information will be furnished to Developer upon request. Cost will be shared between Developer and the Party on a pro rata basis of Developer's total loading versus the total loading of the Party's Building on the Common Building Component. The following provisions shall apply to the repair, alteration or restoration of Common Building Components:

(a) Each Party having any improvement on its Site which contains a Common Building Component shall, for so long as another Party is using an improvement which is benefited by the subject Common Building Component, maintain, repair and restore such portion of the Common Building Component located on such Party's Site at its own cost and expense so that, subject to Subparagraph (b) of this Section 1.2.4., it shall continue to have the capacity to be so used in common with such benefited improvement in question.

(b) Each Party owning any benefited improvement which utilizes any Common Building Component shall not place upon the subject Common Building Component any burden which is in excess of the capacity of the subject Common Building Component or which will prevent the use of the improvement containing the subject Common Building Component for its intended purposes.

(c) Any Party having either an improvement containing a Common Building Component or a benefited improvement, as the case may be, may do any work of repair, alteration, restoration or otherwise with respect to such improvements, notwithstanding that during the course of performing such work a condition otherwise prohibited by the provisions of this Section 1.2.4. may result, if:

(i) During the course of performance of such work the Party by whom or on whose behalf such work is being done shall, at its own cost and expense, provide such temporary facilities as may be necessary and applicable:

(A) To perform the function performed by the Common Building Component, if such work is performed with respect to the improvement containing same; or

(B) To increase the capacity of, or supplement, the Common Building Component to the extent necessary so that the benefited improvement shall not, during the performance of such work, either place on such Common Building Component a burden in excess of its capacity or otherwise prevent the use of the improvement containing the Common Building Component for its intended purposes, if such work is performed with respect to the benefited improvement in question; and

(ii) At the conclusion of such work there is compliance with the provisions of whichever of Subparagraphs (a) or (b) of this Section 1.2.4. is applicable.

(d) Notwithstanding the provisions of Subparagraphs (a) and (b) of this Section 1.2.4., the Party upon whose Site the improvements are located with respect to which the work in question is done shall not be liable to the Party upon whose Site such other improvement affected by such work is located for any inconvenience, annoyance, disturbance or loss of business caused by the performance of such work except that the Party performing such work shall be liable if such Party or its agents is (are) negligent. The Party upon whose Site the improvement with respect to which such work is being performed shall make all reasonable efforts to keep any such inconvenience, annoyance,

disturbance or loss of business to the minimum required by the work in question. In connection therewith, the Party by whom or on whose behalf such work is being done shall have the work performed during non-business hours if so requested by the Party whose Site is being affected by such work and such affected Party agrees to pay for the excess costs associated with such request.

(e) In the event of damage or destruction to a Common Building Component, and in the event that a Party is required by this Agreement to restore a Building, then subject to the limitations of this Section 1.2.4. as to their respective obligations, the Party upon whose Site the subject Common Building Component is located, shall restore, repair or rebuild same and the cost thereof shall be shared between Developer and the applicable Party on a pro rata basis of the Developer's Building total loading versus the total loading of the Party's Building on the Common Building Component.

(f) Other than the above mentioned common foundations, a Party's Building shall not be used for load-bearing purposes.

(g) This Section 1.2.4. is subject to the provisions of Section 6.4 herein.

1.2.5. If a Party's Building exterior wall along the common Building line is higher than the Developer's Building wall, Developer will provide flashing and counterflashing into a reglet in the Party's Building wall furnished and installed by the Party at height specified by Developer. If the Developer's Building wall is higher than the Party's Building wall along the common building line, the Party will furnish and install flashing and counterflashing into a reglet provided by Developer at height and location specified by the Party. All details of connection of Developer's Building and the Party's Building shall be mutually agreed upon and approved by Developer and each Party before construction of any such work commences.

1.2.6. Each respective Party shall repair, at its sole expense, any damage to the other Building caused in making or maintaining said attachment, and shall indemnify and hold the other Party harmless from any and all claims, liability, cost and expense, whether in connection with death, personal injury, or property damage, which result or arise out of the making or maintenance of such attachment. The Parties will cooperate and cause their respective contractors to cooperate with each other in the coordination of construction schedules so as to facilitate the construction of the improvements on their respective Sites and the connection of the Developer Mall Stores to the Party's Building.

### Section 1.3 - Plans for Common Area Site Work.

1.3 Developer shall, at its expense, prepare and submit to each Party on or before December 1, 1993 for their respective approvals, preliminary plans and specifications for all necessary off-site facilities and improvements and all on-site facilities and improvements on the Complete Site (not to include plans and specifications for the Department Stores or Developer Mall Stores) necessary for the proper Operation, in accordance with present standards of first-class enclosed mall regional shopping center operation, of the Shopping Center on the Complete Site, and its development in accordance with the requirements of applicable laws and ordinances, rules and regulations including, but not limited to:

(a) Parking areas on the Complete Site as shown on the Plot Plan (including but not limited to all Permissible Deck Areas) and of the capacity referred to in Section 1.8 hereof, which Developer represents is not less than the parking area required by any applicable state, county or municipal law, ordinance or regulation for the Operation of the Shopping Center on the Complete Site, and showing the lighting plan (which shall provide for a lighting intensity of one (1) foot candle minimum maintained at grade level in the open parking areas, sidewalks and interior roadways, four (4) foot candles minimum maintained at grade level at all intersections of entrance/exitways and public roads, and five (5) foot candles minimum at grade level for all sheltered parking areas and walkways) for such parking area, draining and the markings and directional signs for such parking areas;

(b) Driveways with exits and entrances, curbs and curb cuts, truck and delivery passages, truckways, Truck Facilities (but not docks), ramps, the Ring Road and Access Roads, ingress and

egress roads, traffic signalization, retaining walls (but not building foundation walls or combination retaining-building foundation walls), walkways (but not the Perimeter Sidewalks on the Parties' respective Sites), exterior landscaped and planted areas (but not landscaped and planted areas between Party Building Perimeter Sidewalks and a Party's Building), and utility and other service structures on the Complete Site.

(c) Building pads and all other facilities and improvements on the Complete Site as well as off-site improvements necessary for the Operation of the Shopping Center on the Complete Site in compliance with laws, ordinances, rules and regulations including, but without limitation, fire hydrants, water mains and taps on each Site adequately sized to deliver a water supply at the maximum that can be supplied by the serving water authority for sprinkler protection (but in any event affording water supply complying with the minimum requirement of Highly Protected Risk Carriers for the Sprinkler Protection of Retail Locations), storm sewers and drains and sanitary sewers, "Drainage Retention System" (as hereinafter defined) and underground power lines and telephone lines, all utilities being brought by Developer or the applicable utility company at Developer's expense to at least five feet (5') of the respective Party's Building pad, at locations specified by each Party;

(d) a comprehensive rough grading plan for the Complete Site, including the size and dimensions of all facilities for common use, storm drainage, installation and taps for building connections, and sanitary sewers for common use, including taps for building connections; and

(e) the improvements of adjacent streets, including traffic signalization as shown on the Plot Plan and other required off-site improvements including future dedications for public roads and highways, as shown on the Plot Plan.

Section 1.4 - Approval of Preliminary Common Area Site Work Plans. Within thirty-eight (38) days from the date of receipt, each Party shall, in compliance with Section 15.25 below, approve or disapprove the preliminary plans and specifications for common area site work as set forth in Section 1.3.

Section 1.5 - Final Common Area Site Work Plans. Within sixty (60) days from the date of approval of the preliminary plans and specifications as provided in Section 1.4, the Developer shall cause its architect to submit "Site Work Final Plans" to each Party for review and approval; such Site Work Final Plans shall be developed from the approved preliminary plans and specifications. As used herein, the phrase "Site Work Final Plans" shall mean definitive architectural and/or engineering plans and specifications, including all necessary working drawings in detail sufficient to permit construction in full of all required on-site and off-site facilities and improvements for the development and Operation of the Shopping Center in accordance with the requirements of Section 1.3. Within thirty-eight (38) days from the date of receipt of the Site Work Final Plans, each Party shall respectively, in compliance with Section 15.25 below, approve or disapprove the Site Work Final Plans. Upon the Site Work Final Plans being approved by each of the Parties, Developer shall not thereafter materially modify or change Site Work Final Plans without the Parties' prior written consent.

Section 1.6 - Approval of Plans and Specifications.

1.6.1. From time to time during the course of the preparation of each stage of the common area site work plans, the Developer's architect or engineer shall cause progressive drawings to be submitted in reproducible form (in sepia or reproducible transparencies) to each Party for review, recommendation and approval. Each document so submitted to each Party shall be addressed and submitted to a specifically named recipient, and shall contain a cover page prominently listing the date mailed, the required return date, a detailed description of each change made upon such document from the previously submitted drawing, and a statement to the effect that the document will be deemed approved by the recipient unless said recipient makes objection thereto in writing within thirty-eight (38) days from the date such plans are submitted. In the event a Party objects to the common area

site work plans submitted, such objections shall be made in writing to the Developer's architect. If there is such objection from any Party which cannot be resolved by the Developer's architect, the Developer shall call a meeting of every Party to be held within fifteen (15) days from such date of submission to resolve such objection. All objections shall be considered at such meeting with the intent that such common area site work plans will be agreed to in their final form at such meeting.

1.6.2. All plans and specifications for construction of the common improvements shall be stamped approved, dated, and certified by the Developer's architect and maintained by Developer's architect in a safe and convenient place. Each Party shall receive a copy of the Site Work Final Plans providing for the construction of the common improvements.

#### Section 1.7 - Plans of Penney and Dillard.

1.7.1. The Parties shall, on or before December 1, 1993, each complete and deliver to Developer, for coordination and informational purposes only, four (4) sets of preliminary plans and outline specifications relating to the exterior treatment of their respective Buildings and showing such treatment. Developer shall provide all other above mentioned Parties with one set of each of said Parties' plans. The exterior appearance of Buildings on the Parties' Sites shall be architecturally harmonious with the exterior treatment of the Developer Mall Stores as shown on the preliminary plans referred to in Section 1.2 hereof. The Developer's architect shall, within twenty (20) days after receipt thereof, notify each Party of any exterior design features, color or material which in the Developer's architect's belief are not compatible with the Shopping Center design concept. In the event of any such notice, such Party agrees to cause its architect to work in good faith with Developer's architect and each other Party so that the buildings to be constructed will be in harmony with the approved general architectural concept of the Shopping Center; provided, however, the question of architectural compatibility shall be determined solely by the Party whose improvements are being questioned.

1.7.2. The Parties shall provide exits in their respective Buildings to comply with code requirements. The Parties may not count Enclosed Mall exits or mall fire exit corridors as exits from their Buildings to meet building and safety codes and regulations, except as provided in Section 8.13.

#### Section 1.8 - Parking Requirements.

1.8.1. Developer's Site Work Final Plans provide, on the Sites of the Parties and Developer, parking areas having a capacity of no less than five (5) car spaces, of at least the dimensions shown on the Plot Plan, for each 1,000 square feet of Floor Area on the respective Sites of the Parties. On its opening date and at all times during the term of this Agreement, subject to Article VIII hereof, each Party shall provide on its Site at least the ratio of parking spaces to Floor Area; provided, however, should the Floor Area on any Site be increased after the Opening Date, then the number of parking spaces (of the dimensions shown on the Plot Plan) on such Site shall be increased so as to maintain on such Site five (5) car spaces for each one thousand (1,000) square feet of Floor Area. If any law or ordinance shall require a greater number of parking spaces, such greater number shall be applicable. All parking spaces shall be at ground level unless specifically permitted pursuant to the provisions of this Agreement. All costs for the initial on-site improvements (including all parking areas, spaces and all Common Area) shall be borne by the Developer. For purposes of this Section 1.8, the Sears Site and the Burdines Site shall be deemed to be part of the Developer Site.

1.8.2. Notwithstanding the provisions of this Section 1.8, Sears may utilize up to a maximum of twenty (20) parking spaces for the storage of only rental automobiles within the boundaries of the Sears Site. No trailers or vans shall be stored on the Sears Site. Any parking spaces so designated shall continue to count toward the parking ratio imposed by this Section 1.8.

Section 1.9 - Effect of Approval. Notwithstanding the rights of approval reserved by the Parties in this Article, Developer shall be solely responsible for the design, supervision and inspection of the work to be performed pursuant to the approved Site Work Final Plans, and neither the reservation of

such rights nor the granting by any Party of any such approval shall be deemed (i) to relieve Developer from such responsibility, (ii) to constitute a waiver by any Party of any claim arising out of Developer's failure to meet such responsibility, or (iii) to constitute a warranty or representation that the Site Work Final Plans and the work thereunder comply with laws or will result in economic improvement.

Section 1.10 - Compliance with Laws. All plans and specifications referred to in this Article shall comply with the building and zoning laws of the municipality or other governmental subdivision wherein the Complete Site is situated and with all laws, ordinances, orders, rules, regulations and requirements of federal, county, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, including environmental protection agencies.

Section 1.11 - Preparation of Plans and Document Approval. The documents required by this Article shall be prepared and sealed by an engineer or architect licensed to practice such profession(s) in the State of Florida, and shall be delivered in duplicate to the party entitled to receive such documents. All documents submitted under this Article I shall be sent to the Parties, as set forth in Section 15.7 hereof.

Section 1.12 - Future On Grade Parking Area. Developer shall maintain landscaping as necessary to keep the areas designated on the Plot Plan as "Future On-Grade Parking Area" (the "Future Parking Area") in a first-class thriving condition; provided, however, that Developer may, from time to time during the term of this Agreement, without the approval of the Parties, convert all or any portion of the Future Parking Area to on grade parking area containing parking spaces of at least the dimensions shown on the Plot Plan. The construction of parking areas within the Future Parking Area shall be subject to Article II hereof. The Future Parking Area shall at all times during the term of this Agreement, whether landscaped or parking area, be included within the Common Area, and shall be maintained by Developer in accordance with Article VII hereof.

## ARTICLE II

### CONSTRUCTION OF SHOPPING CENTER

Section 2.1 - Construction Contracts and Financing. Developer hereby represents to the Parties that it will enter into a construction contract for the construction of the Developer Mall Stores and the work under the Site Work Final Plans. The construction borrowing therefor will be secured by a Mortgage of Developer's estate in the Developer Site, and, among other things, its rights under this Agreement, but such Mortgage shall at all times be subject and subordinate to this Agreement.

Section 2.2 - Common Area Site Work. On or about September 1, 1994, Developer shall Commence Construction of, and will thereafter proceed diligently with and complete at its own expense except as may otherwise be provided for pursuant to such Party's Supplemental Agreement, the Common Area site work as set forth in Section 1.3 except that Developer is not required to complete the parking facilities within the Common Area until fifteen (15) days prior to the applicable Party Building or Developer Mall Stores being completed, provided that Developer shall complete the parking facilities to a degree sufficient to allow early access to each Party to accomplish the fixturing and merchandising of its Building in order to meet its opening date. All of such work shall be done in accordance with the Site Work Final Plans approved by the Parties as stated in Section 1.6 hereof.

Section 2.3 - Initial Planned Floor Area. The Initial Planned Floor Area of each of the Parties is as follows:

	<u>Initial Planned Floor Area</u>
Developer Mall Stores	368,000
Penney Building	147,340
Dillard Building	207,312

The Initial Planned Floor Area of the Sears Building as set forth in the Sears lease and the Initial Planned Floor Area of the Burdines Building as set forth in the Burdines lease are as follows:

	Initial Planned Floor Area
Sears Building	124,662
Burdines Building	140,000

Each of the aforementioned Buildings shall initially be constructed in its Initial Planned Floor Area as set forth above and within the respective Permissible Building Areas as set forth on the Plot Plan.

**Section 2.4 - Construction of Developer Mall Stores.** On or before February 1, 1994, Developer will Commence Construction of, and will proceed diligently to complete at its expense, Developer Mall Stores and improvements on the Developer Site referred to in this Agreement. Developer shall substantially complete said construction and the Common Area site work provided for under Section 2.2 not later than thirty (30) days prior to the Opening Date. Said construction shall be deemed substantially completed on the date specified in the Project Architect's certificate to Developer stating that such construction was completed in accordance with the Site Work Final Plans, with the exception of minor items of work which can be completed within the thirty (30) day period next following. Developer shall not, by such certificate or otherwise, be relieved of its obligations hereunder to fully complete, within the period or periods specified herein, any construction not fully completed at the date of substantial completion.

**Section 2.5 - Construction by Penney.** On or before February 1, 1994, provided that it then appears to Penney's reasonable satisfaction that (i) Developer is meeting its obligations as set forth in Sections 2.1, 2.2 and 2.4 hereof, (ii) at least two of Dillard, Sears and Burdines are meeting their respective construction obligations as set forth in this Agreement or their respective lease, as the case may be, and (iii) Developer has completed or substantially completed the Penney Building pad in accordance with the Final Site Work Plans and in accordance with the timing set forth in the Penney Supplemental Agreement and has brought, or caused the applicable utility company to bring, at Developer's cost, temporary electric, telephone and water service for construction of the Building provided for in this Section 2.5 to within five (5) feet of the Penney Building pad (the water, telephone, and electricity consumed by such construction being at the cost of Penney), Penney will Commence Construction by February 1, 1994 and shall substantially complete the construction of the Building on the Penney Site by November 1, 1994 and complete the construction and installation of fixtures of and for the Department Store in the Building on the Penney Site as required by this Agreement by February 1, 1995; provided, however, that if Developer does not deliver to Penney the Building pad for the Building to be constructed on the Penney Site and said electric, telephone and water services on or before December 1, 1993, then Penney's obligation to Commence Construction and complete such Building shall be delayed one day for each day past December 1, 1993, that Developer does not deliver such pad and services. Such Building shall be within the lines of the area designated "Penney Permissible Building Area" on the Plot Plan; shall have a major entrance abutting and fronting on the Enclosed Mall (which major entrance shall remain open during all business hours during which the Penney Building and the Enclosed Mall are open to the public and Operating as required hereunder); shall conform to this Agreement; and as of the Opening Date be substantially as shown on the Plot Plan. As used in this Agreement, the term "Penney Building" means any such Building.



**Section 2.6 - Construction by Dillard.** Provided that (i) Developer is meeting its obligations as set forth in Sections 2.1, 2.2 and 2.4 hereof, (ii) at least two (2) of Sears, Penney and Burdines are meeting their respective construction obligations as set forth in this Agreement or in their respective leases, as the case may be, and (iii) at least twelve (12) months prior to the Opening Date, Developer has completed the Dillard Building pad in accordance with the Final Site Work Plans and has brought, or caused the applicable utility company to bring, at Developer's cost, temporary electric, telephone, and water service for construction of the Building provided for in this Section 2.6 to within five feet of the Dillard Building pad (the water, telephone and electricity consumed by such construction being at the cost of Dillard), Dillard will Commence Construction and, by the Opening Date, shall substantially complete the construction of its Building on the Dillard Site in which to Operate a Department Store as required by this Agreement; provided, however, that if Developer does not deliver to Dillard the Building pad for the Building to be constructed on the Dillard Site and said electric, telephone and water service on or before a date twelve (12) months prior to the Opening Date, then Dillard's obligation to Commence Construction and complete such Building shall be delayed one day for each day past the date that Developer fails to deliver such pad and service. Such Building shall be within the lines of the area designated "Dillard Permissible Building Area" on the Plot Plan; shall have a major entrance abutting and fronting on the Enclosed Mall, as designated on the Plot Plan (which major entrance shall remain open during all hours during which the Dillard Building and the Enclosed Mall are open to the public and Operating as required hereunder); shall conform to this Agreement; and as of the Opening Date, be substantially as shown on the Plot Plan. As used in this Agreement, the term "Dillard Building" means any such Building.

**Section 2.7 - Changes in Buildings.**

2.7.1. The Building on any Site may at any time be altered, provided that as so altered its exterior appearance shall remain architecturally harmonious with the other Buildings in the Shopping Center prior to such alteration, and provided that such altered Building shall continue to comply with the respective requirements of Sections 1.2, 1.7.2., 1.8, 1.10, and 2.8 hereof and remain within the respective Permissible Building Area for such Building shown on the Plot Plan and shall have a major entrance onto the Enclosed Mall and shall contain not less than its respective Initial Planned Floor Area. In the event during the term of this Agreement any Party seeks to vertically expand its Building to contain more than its Initial Planned Floor Area, such Party shall (i) comply with the provisions of the last sentence of Section 2.8, (ii) obtain the consent of each Party and all necessary governmental consents and approvals for such vertical expansion, (iii) construct any multi-deck parking facility necessary as a result of such vertical expansion in accordance with this Agreement and within the Permissible Deck Area as shown on the Plot Plan, all at such Party's sole cost and expense, and (iv) provide for such vertical expansion to be performed within the Permissible Building Area for such Party's Building as shown on the Plot Plan. During the term of a Party's Operating covenant, as set forth in Article XIV and subject to the Condemnation provisions of Section 8.1 and 8.2 hereof, and subject to the damage and destruction provisions of Section 10.1 and 10.2 hereof, its Building may not be demolished. During the term of this Agreement, each of the following listed Parties shall have the right to expand its Building in a vertical direction only (as set forth on the Site Plan) up to a maximum square footage as shown below, subject to each such Party, as a condition precedent to such expansion, complying with items (i) through (iv) above, except that as to item (ii) above, the following listed Parties will only have to obtain all necessary governmental consents and approvals and will not have to obtain the consent of each Party:

	From	To Not To Exceed
Pennney	147,340	220,000
Dillard	207,312	311,000

2.7.2. Notwithstanding the foregoing provisions of this Section 2.7, Developer agrees that during the period Developer is required to Operate the Shopping Center pursuant to Section 14.1, Developer will not, without obtaining the prior consent of the Parties then Operating Department Stores within the Shopping Center, (i) change the number of floors of the Developer Mall Stores, (ii) consent to an expansion of the Sears Building or to an expansion of the Burdines Building, or (iii) make any structural or material change to the location or arrangement of the Enclosed Mall or the Common Area on the Developer Site.

Section 2.8 - Compliance with Laws and Plot Plan. All Buildings and other improvements referred to in this Agreement, including all Common Area, shall comply with the building and zoning laws of the municipal or other governmental subdivisions wherein the Complete Site is situated and with all laws, ordinances, orders, rules, regulations and requirements of all federal, county, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, and be in accordance with reasonable orders, rules and regulations of the National Board of Fire Underwriters or any other body now or hereafter constituted performing similar functions and the minimum requirements of Industrial Risk Insurers; provided, however, that each Party shall have the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity or application of any such laws, ordinances, orders, rules, regulations and requirements and may delay compliance until a final decision has been rendered in such proceedings and appeal is no longer possible, unless such delay would prevent the affected Party from meeting its opening date or performing or fulfilling its obligations and covenants under this Agreement, render the Shopping Center, or any portion thereof, liable to forfeiture, involuntary sale or loss, or result in involuntary closing of any business conducted thereon, or subject any other Party to civil or criminal liability, in which case the affected Party shall immediately take such steps as may be necessary to prevent any of the foregoing, including posting bonds or security or complying with such law, ordinance, rule or regulation. Each non-contesting Party shall cooperate with any contesting Party in any proceeding undertaken pursuant to this Section 2.8, provided that all costs and expenses incurred with respect to such cooperation shall be paid by the contesting Party and provided, further, that a Party or its Site shall not as a condition to such cooperation thereby incur any civil or criminal liability. All Buildings and other improvements now or hereinafter made in the Shopping Center, unless otherwise first approved in writing by the Parties through an appropriate amendment to this Agreement, shall comply with and be constructed in conformance with the Plot Plan.

Section 2.9 - Certifications of Floor Area. Within a reasonable period of time after the completion of construction of the Building on its Site, each Party shall provide the other Parties an architect's or engineer's certification of the Floor Area thereof computed in accordance with the definition of that term.

Section 2.10 - General Construction Requirements.

2.10.1. Interference With Construction. Each Party severally agrees to perform, and Developer shall use reasonable effort, through the Sears Lease and the Burdines Lease, to have Sears and Burdines perform its respective work, (i) so as not to cause any increase in the cost of constructing the remainder of the Complete Site or any part thereof which is not reasonably necessary, (ii) so as not to unreasonably interfere with any construction work being performed on the remainder of the Complete Site, or any part thereof, or (iii) so as not to unreasonably interfere with the use, occupancy or enjoyment of the remainder of the Complete Site or any part thereof by any other Party, and any other

occupant of the Complete Site, and any Party's permittees and such other occupants.

Each Party severally agrees to hold each other Party harmless from all claims, as well as any action or proceedings, including attorneys' fees, resulting from any accident, injury or loss or damage whatsoever occasioned to any natural Person or to the property of any Person as shall occur by reason of the performance of any such work by such Party.

**2.10.2. Construction Barricades.** From and after the opening of the Building of any Party abutting on the Enclosed Mall, each other Party thereafter erecting or constructing any improvements shall erect and construct a barricade at least eight feet (8') in height, surrounding the improvements so being constructed, but only to the extent that such barricade is needed to protect the public from injury and the workmen from interference. Such construction barricade shall be kept in place, in good condition and repair, until the improvements so being constructed are secure from unauthorized intrusion. All barricades shall be painted in colors approved by the Developer's architect. The same requirements shall apply during any work of repair or restoration under Articles VIII and X if other Floor Area is being operated during such time period.

**2.10.3. Submission of Schedule.** Prior to the commencement of the work to be performed by any Party, each Party shall submit to the Developer's architect for information and coordination only and to each other Party for informational purposes only: (i) a plot plan of the Complete Site, as respects the buildings, utility connections and other improvements to be constructed by it, material and equipment storage sites; construction shacks and other temporary improvements as well as workmen's parking area; and (ii) a time schedule indicating the approximate date or dates upon which each portion of the Complete Site used for the purposes referred to in the preceding subdivision (i) shall cease to be so used by such Party. Within thirty (30) days after the submission of such plot plan and such time schedule, the Developer's architect shall notify the Party submitting the same whether the same are in conflict with work to be done by any other Party, provided that a failure to give such notice within said thirty (30) days shall constitute acceptance thereof by the Developer's architect. If the Developer's architect shall not accept the plot plan and/or the time schedule because of such a conflict (specifying the conflict and resultant nonacceptance), the Party submitting the same shall promptly revise the same in only those respects that the Developer's architect shall reasonably request as requisite to remove its reason for nonacceptance. During Building construction each Party may maintain a temporary storage area for such construction on its respective Site at a location to be coordinated with the Developer's architect.

**2.10.4. Workmanship.** Each Party agrees that all construction to be performed hereunder by such Party shall be done in a good and workmanlike manner, with first-class materials and in accordance with all applicable laws, rules, ordinances and regulations. Each Party shall pay all costs, expenses, liabilities and liens arising out of or in any way connected with such construction by such Party. Developer shall, upon demand, deliver to the other Party or Parties demanding the same, evidence of completion of its site work in compliance with all applicable laws, ordinances, regulations and rules in compliance with the Site Work Final Plans, approved pursuant to Section 1.5 hereof, and that all such costs, expenses, liabilities and liens arising out of, or in any way connected with, such construction have been fully paid and discharged of record, or contested and bonded, in which event any judgment or other process issued in such contest shall be paid and discharged before execution thereof. Nothing herein shall be deemed to prohibit a construction or permanent Mortgage.

**2.10.5. Coordination.** Each Party, as respects its respective construction, shall use all reasonable efforts to cause its architects and contractors to cooperate and coordinate its construction with the architects, contractors and construction work of the other Parties hereto to the extent reasonably practicable.

**ARTICLE III****LEASING****Section 3.1 - Leasing Requirements.**

3.1.1. Developer shall use its reasonable good faith efforts to negotiate and enter into bona fide leases with prospective tenants for space within the Developer Mall Stores.

3.1.2. The Parties agree that it is in their mutual best interest that the Developer Mall Stores contain a combination of merchants which (a) represent a sound and balanced diversification of merchandise and services, (b) are well qualified and willing to direct an intensive and continuous merchandising and promotional program, (c) will be of sufficiently strong financial condition to meet their respective monetary obligations and shall be of good repute, and (d) will fixture, decorate and maintain their respective store premises in a tasteful and decorous manner, having regard for the general standards of appearance prevailing in a first-class enclosed mall regional shopping center. Developer will use its reasonable good faith efforts to provide such a balanced tenant mix throughout the Developer Mall Stores in accordance with the foregoing standards, with a view to effectuate an even distribution of the various types of retail stores along the Enclosed Mall.

**Section 3.2 - Kiosks.** Kiosks (whether temporary, seasonal or permanent) may be erected and push-carts placed in the Enclosed Mall only in the number and within the areas specifically shown therefor on the Plot Plan, provided no kiosk or pushcart: (i) may be located within twelve (12) feet of the interior wall of the Enclosed Mall; (ii) may occupy in excess of two hundred (200) square feet of Floor Area; (iii) shall unreasonably restrict pedestrian traffic through the Enclosed Mall; (iv) may sell food or beverages for consumption within the Shopping Center; (v) shall exceed ten feet (10') in height, (vi) will be of a material or type which is not "see-through", and (vii) will be less than a first-class regional mall-type kiosk or push-cart.

**ARTICLE IV****OPENING FOR BUSINESS**

**Section 4.1 - Opening by Developer.** Developer shall open the Enclosed Mall and Common Area on Developer Site, together with all improvements connected therewith, on or before the Opening Date.

**Section 4.2 - Opening by the Parties.**

4.2.1. Dillard covenants and agrees (not including use of overtime) to open the Dillard Building to the public for business on a date (the "Dillard Opening Date") which is on or about the Opening Date, provided, however, Dillard shall not be required to open the Dillard Building until (i) Developer Mall Stores tenants occupying not less than sixty percent (60%) of the Floor Area of the Developer Mall Stores are open and Operating or are obligated to be open concurrently with the Department Store in the Dillard Building, (ii) at least two (2) of Sears, Penney, and Burdines are open and Operating or obligated to be open concurrently with the Department Store in the Dillard Building, and one (1) other Department Store is under construction (which only applies if one of Penney, Sears, or Burdines is still under construction at the time of the opening of the Dillard Building), (iii) at least twelve (12) months after the transfer of fee interest in the Dillard Site from Developer to Dillard and (iv) the on-site work, including the Enclosed Mall, has been substantially completed.

4.2.2. Penney covenants and agrees (not including use of overtime) to open the Penney Building to the public for business on a date (the "Penney Opening Date") which is on or about the Opening Date, but in no event later than February 22, 1995, provided, however, Penney shall not be required to open the Penney Building until (i) fifteen (15) months after the transfer of fee interest in the Penney Site from Developer to Penney, (ii) the on-site work including the Enclosed Mall shall have been substantially completed, (iii) Developer Mall Stores tenants occupying not less than sixty percent (60%) of the Floor Area of the Developer Mall Stores are open and Operating or are obligated to be open concurrently with the Department Store in the Penney Building, and (iv) at least two (2) other

Department Stores are open and Operating or are obligated to be open concurrently with the Department Store in the Panney Building and one (1) other Department Store is under construction (which only applies if one of Dillard, Sears or Burdines is still under construction at the opening of the Panney Building).

4.2.3. Notwithstanding the foregoing, if Developer fails: (i) to deliver any Party's Building pad on or before the date such Party is required to Commence Construction pursuant to Article II; or (ii) to substantially complete the Common Area site work pursuant to Section 2.2 by the time each Party is required to open hereunder; or (iii) to bring the necessary utilities to a Party's Building pad which results in a delay to such Party in the construction of its Building of more than one (1) day, then such Party's opening obligation set forth in Article II shall be delayed one (1) day for each day Developer fails to remedy its obligations set forth in this Section 4.2.3. as items (i), (ii) and (iii) above.

Section 4.3 - Extension of Opening Date. The respective opening dates of the Parties hereto shall be extended by any period of Unavoidable Delays, and any other extension provision provided for herein related to completion of construction; provided, however, that if any such opening date as so extended falls on or between November 15 of any year and February 1 of the following year, such opening date may be deferred to the first business day following said February 1 or, if the opening date as so extended falls in the months of May, June or July in any year, such opening date, in the latter event, may be deferred to the first business day in August of said year or, if such opening date as so extended falls within the six (6) week period prior to Easter in any year, such opening date, in the latter event, may be deferred to the first Wednesday following Easter.

#### ARTICLE V

#### SHOPPING CENTER OPERATION AND

#### TRANSFERS BY THE PARTIES

##### Section 5.1 - Shopping Center Operation.

5.1.1. Each Party will take all reasonable means to prevent any manner of Operation or use of its Site not in accordance with first-class enclosed mall regional shopping center standards, including, but without limitation, the use thereof for solicitations, demonstrations, or any other activity inconsistent with such standards or with the private ownership of its Site or any Operation or use thereof or activity therein that would interfere with the performance or observance of this Agreement or the rights and easements referred to herein except for any activity which is constitutionally protected, and will not use or suffer or knowingly permit any Person to use its Site or any Buildings or improvements thereon in any manner whatsoever for any purpose which might constitute a nuisance to and/or injure the reputation of the Shopping Center. In furtherance of such standards, Developer shall not, without the prior consent of all of the Parties, at any time permit any occupant of the Developer Site or any other person, party or entity to use, or permit to be used, the Common Area, including the Enclosed Mall, the parking area of any Party or Perimeter Sidewalks adjacent to such occupant's space, for the sale or display of any merchandise or for any other business, occupation, or undertaking (except as provided in Section 3.2).

5.1.2. The Developer Site will at all times be operated in accordance with the then-applicable reasonable standards of first-class enclosed mall regional shopping center Operation, and the Enclosed Mall HVAC system shall be operated so as to maintain the temperature and humidity conditions set forth in Section 1.2.3. Each Party shall Operate its respective Building or Buildings so as to maintain a static pressure to prevent the flow of heated or air-conditioned air from one Building to another.

5.1.3. For so long as Developer is Operating or required to Operate the Developer Site, the Developer Mall Stores will be used only by businesses meeting the requirements of Section 3.1 and selling goods, wares, merchandise and services of the type customarily sold in first-class enclosed mall regional shopping centers and by service tenants as are customarily located in such shopping centers

such as banks, savings and loan associations, finance companies, professional offices, restaurants, coin operated amusement rooms, theatres, travel agents and a post office; provided, however, that such service establishments shall not occupy, in the aggregate, more than fifteen percent (15 %) of the Floor Area of the Developer Mall Stores.

5.1.4. The Parties shall not (i) use, or permit to be used, any advertising medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, photographs or radios or television broadcasts in a manner which can be heard outside of their respective Buildings; (ii) use or permit the use of any portion of their respective Buildings for any activity of a type which is not generally considered appropriate for first-class enclosed mall regional shopping centers conducted in accordance with first-class standards of Operation; (iii) burn trash or store any trash or garbage in any area other than inside the occupant's own Building or within appropriate enclosed receptacles; (iv) park trucks and delivery vehicles so as to interfere with, or suffer or permit any other use thereon to interfere with, the use of any driveways, walks, roadways, highways, streets, malls or parking areas or other Common Areas; or (v) permit the use of any portion of the Common Area on its Site for the sale, storage or display of any merchandise or for any other business, except as permitted in Section 5.1.1. If any occupant of a Building on the Complete Site shall violate any of the provisions of Section 5.1, the Party on whose Site the violation occurred shall not be deemed in violation of the provisions hereof if it shall use all reasonable means, including such necessary legal action to compel compliance with the provisions hereof. Notwithstanding the foregoing, there may be special events of any merchants' association or promotional fund or marketing service, provided such activities shall not be located within one hundred fifty feet (150') of any Party's Building entrance or in the Common Area of any Party without the prior consent of such Party, and provided such activity shall not interfere with the flow of pedestrian or vehicular traffic.

Section 5.2 - Signs. All exterior and Enclosed Mall signs installed or maintained within the Complete Site shall conform to the Sign Criteria attached hereto marked Exhibit "C" and made a part hereof. X

Section 5.3 - Employee Parking. The Parties will use their best efforts to require their respective agents, employees, tenants or concessionaires and their respective agents and employees not to park their vehicles in or on any of the parking areas on their respective Sites other than such as may from time to time by agreement among the Parties be designated as areas for employee parking. In the absence of such agreement, each Party shall provide parking on its own Site for such Party's respective agents, employees, tenants or concessionaires and their respective agents and employees, which areas shall not be closer than 300 feet from the entrance to the Enclosed Mall or a Party's Building. Each of the Parties hereto will use its best efforts to meet each other's requests as to the location or locations of bus stops on its respective Site.

Section 5.4 - Resident Manager. Developer will continuously maintain or cause to be maintained a management office and a full-time manager on the Developer Site, who as Developer's agent will diligently enforce the standards of Operation prescribed in this Agreement and the reasonable general rules governing the conduct of tenants and other occupants thereon, and superintend the performance of Developer's repair and maintenance obligations under this Agreement.

Section 5.5 - Transfer of Interest, Rights, Powers and Obligations.

5.5.1. Limitation on Transfer or Assignment. In no event shall the rights, powers and obligations conferred upon a Party pursuant to this Agreement be at any time transferred or assigned by any such Party except through a transfer of its interest in its Site, and then only to the extent and in the manner hereinafter provided in this Section 5.5 and in Sections 5.6, 5.7, 5.8 and 5.9, as applicable.

5.5.2. Transfer of Entire Interest. Subject to the provisions of Section 5.6, 5.7, 5.8 and 5.9,

THIS IS NOT A  
CERTIFIED COPY

In the event of the transfer, conveyance or termination of the whole of the interest of a Party in its Site without retaining any beneficial interest therein (except as a Mortgagee under the terms of a Mortgage), or without simultaneously acquiring a new interest by way of fee ownership, leasehold, subleasehold, life estate, or any other similar interest, then upon the execution and recordation (in the official records of the county in which the Shopping Center is located) of an assignment and assumption agreement in a form reasonably acceptable to the Parties (the "Assignment and Assumption Agreement"), the rights and powers conferred upon and the obligations under this Agreement of the transferring Party shall be deemed transferred and assigned with its interest, or terminated thereby and the successor to such Party shall become the Party as to its Site and shall be deemed to have assumed all of the obligations under this Agreement of the transferring Party thereafter to be performed.

**5.5.3. Retention of interest.** In the event that (i) the whole of the interest of a Party in its Site is transferred or conveyed, but a new interest is created in the transferring Party simultaneously with the conveyance of its previous interest, by way of fee ownership, leasehold, subleasehold, life estate, or any other similar interest, or (ii) the transferring Party shall convey its interest in its Site, or a portion thereof, by Mortgage or other security instrument as security for any obligation or indebtedness of such Party, then none of the rights and powers conferred upon, or obligations under this Agreement of the transferring Party shall be transferred or assigned with the transfer or conveyance of its interest, but all of the rights and powers conferred upon and obligations under this Agreement of the transferring Party shall remain in such Party so long as such Party retains, under clause (i) above, the new interest in and to its Site (other than as a Mortgagee under the terms of a Mortgage), or so long as such Party remains, under clause (ii) above, the beneficial owner of the interest in its parcel. Upon the termination of the new interest created in the transferring Party as specified in this Section 5.5.3., the rights and powers conferred upon, and the obligations of such Party, shall vest in accordance with Section 5.5.2. or 5.8 hereof, whichever is applicable, as if the new interest created in such Party had never existed.

**Section 5.6 - Transfer by Developer.** Until (a) Developer has opened the Developer Mall Stores (including without limitation the Enclosed Mall), and completed the other improvements on the Complete Site as required pursuant to Article II, and (b) this Agreement has been recorded, Developer shall not have the right to sell, assign or otherwise transfer its interest in this Agreement, or the right to sell, alienate, encumber or otherwise dispose of any portion of the Developer Site, except in the manner, for the purposes and to the extent expressly authorized by this Agreement or except in connection with a Mortgage, a Mortgage foreclosure, or the conveyance of a deed in lieu of foreclosure. Thereafter, the foregoing restriction shall not be effective and Developer may assign, sell or otherwise transfer its interest in this Agreement provided (i) Developer shall simultaneously transfer title to its entire fee in the Developer Site to the same transferee, or Developer shall simultaneously transfer its entire leasehold interest in the Developer Site to the same transferee, if Developer is then lessee of the Developer Site, (ii) said transferee shall, by an Assignment and Assumption Agreement, expressly assume and covenant with the Parties, or their respective successors in title, to perform and be bound by all the terms, covenants and conditions in this Agreement and all supplements and amendments thereto to be performed or kept on the part of Developer; (iii) the transferee, excluding limited partners, has a related net worth of at least seven and one-half million dollars (\$7,500,000) and is an experienced first-class regional enclosed mall shopping center manager or has hired a regional enclosed mall shopping center management company with at least twenty (20) years' experience in shopping center management to manage the Shopping Center immediately after such sale or other transfer; and (iv) Developer gives notice to each Party (with a copy of the Assignment and Assumption Agreement) which notice shall set forth the address of the transferee for notices and which notice shall further set forth the general partners in or the trustee of the transferee in the event that transferee is a partnership or trust. From and after the date of any such transfer, the Developer shall be relieved of all liability and

obligations on its part thereafter arising or to be performed or kept by it under this Agreement and all such supplements and amendments; provided, however, Developer shall not be relieved from any liability or obligations on its part which accrue under this Agreement prior to the date of such transfer.

Notwithstanding the foregoing provisions of this Section 5.6 to the contrary and without notice to, or prior approval of, any Party:

"(1) USC Subsidiary, Inc., a Delaware corporation, (the sole general partner of Developer), and Urban Shopping Centers, L.P., an Illinois limited partnership ("Urban L.P."), their respective successors and assigns, may at any point in time assign, sell or otherwise transfer their interest in Developer and/or in this Agreement and/or all or any portion of the Developer Site to any entity in which any of the following has, directly or indirectly, either a majority ownership or otherwise holds a controlling interest: Urban Shopping Centers, Inc., a Maryland corporation ("Urban Shopping Centers"), JMB Realty Corporation, a Delaware corporation ("JMB Co."), JMB Retail Properties Co., a Delaware corporation ("JMB Retail"), or an affiliate or subsidiary of Urban Shopping Centers, Urban L.P., JMB Co. or JMB Retail, or any trust or common fund or real estate investment trust in which any of the foregoing or any "Affiliate" (as hereinafter defined) or subsidiary thereof is the advisor or manager.

(2) Urban Shopping Centers, [a one hundred percent (100%) shareholder of USC Subsidiary, Inc. (the sole general partner of Developer)], and their successors and assigns, may, at any point in time, assign, sell or otherwise transfer all or any portion of their respective interests in USC Subsidiary, Inc. and/or this Agreement and/or all or any portion of the Developer Site to (a) a general or limited partnership or a corporation in which Developer, Urban L.P., JMB Co., JMB Retail, or an Affiliate or subsidiary of Developer, Urban L.P., JMB Co. or JMB Retail is the managing general partner of such general or limited partnership or owns the controlling interest in such corporation, (b) a real estate investment trust in which, Urban L.P., JMB Co., JMB Retail, Urban Shopping Centers or Developer or an "Affiliate" (as hereinafter defined) or subsidiary of JMB Co., Urban L.P., JMB Retail, Urban Shopping Centers or Developer is the manager, (c) any trust or common fund of which JMB Co., Urban L.P., JMB Retail, Urban Shopping Centers or Developer or an Affiliate or subsidiary of JMB Co., Urban L.P., JMB Retail, Urban Shopping Centers or Developer is the advisor, (d) Urban L.P., (e) JMB Co. or (f) JMB Retail. The rights of the shareholders of Urban Shopping Centers to transfer shares of stock and the rights of the limited partners of Urban L.P. to transfer their limited partnership interests, at any time, shall not be affected, in any way, by Subsections 5.6 (1) and (2) of the Agreement.

In addition to the immediately foregoing paragraph, the general partner of Developer, the general partner of the general partner of Developer, the majority shareholder of the general partner of the general partner of Developer, any shareholder of Urban Shopping Centers or any limited partner of Developer or any owner of an interest in such limited partner, or other successors or assigns, may, at any time, convey an interest in the Developer or in the general partner of Developer or in a general partner of the general partner of Developer or in a limited partner of Developer, to any equity investor."

Section 5.7 - Transfer by Party Other Than Developer. Except as otherwise expressly provided in this Agreement, nothing contained herein shall in any way restrict any Party's right to conduct its Department Store or other business, if any, on its Site in such manner as it, in its sole discretion, may



determine. Nothing contained in this Agreement shall in any way restrict any Party's (other than Developer, whose rights and obligations are set forth in Section 5.8 above) right to sell, Mortgage or otherwise convey its Site or to assign, sell, or otherwise transfer its interest in this Agreement, and from and after the date of such transfer it shall be relieved of all liability and obligations hereunder (except its obligation to Operate as contained in Article XIV) on its part thereafter arising or to be performed or kept by it under this Agreement, provided (i) the transferee shall, in the Assignment and Assumption Agreement recorded in the records of the county in which the Shopping Center is located, expressly assume and covenant with Developer and the other Parties, or their respective successors in title, to perform and be bound by, all the terms, covenants and conditions in this Agreement to be performed by the transferor; and (ii) the transferor gives notice to each Party of transferee's address for notices hereunder together with a copy of the recorded Assignment and Assumption Agreement.

#### Section 5.8 - Sale and Leaseback, Mortgages.

5.8.1. Anything in this Agreement to the contrary notwithstanding, if (a) any Party shall assign its interest in this Agreement in connection with a sale and leaseback or lease and subleaseback, and it, or an Affiliate (which Affiliate, together with any guarantor which shall guarantee all of the obligations and covenants of the assignor, if any, shall have a net worth equal to or greater than the assignor), shall simultaneously become vested with a leasehold estate or similar possessory interest in its Site by virtue of a lease or sublease made by the assignee or lessee, as the case may be, or if (b) in order to secure an indebtedness, any Party shall convey its Site by way of a Mortgage to secure debt and it or an Affiliate shall retain a possessory interest in its Site, then in no such event shall the assignee of this Agreement under any such sale and leaseback or lease and subleaseback or any subsequent owner of its Site, or the trustee, beneficiary or Mortgagee under any such Mortgage, be deemed to have assumed or be bound by any of such assignor Party's obligations hereunder for so long as the assignor or its Affiliate shall retain such possessory interest, and all obligations shall continue to remain those of the assignor (and/or its Affiliate in possession), so long as such Party or its Affiliate retains such possessory interest, and performance by such Party or its Affiliate, as the case may be, of any act required to be performed under this Agreement by it or fulfillment of any condition of this Agreement by such Party or its Affiliate, as the case may be, shall be deemed the performance of such act or the fulfillment of such condition by such assignee, lessee or Mortgagee, as the case may be, and shall be acceptable to the other Parties with the same force and effect as if performed or fulfilled by such assignee, lessee, or Mortgagee. As used in this Agreement, the term "Affiliate" means any corporation, partnership, trust or other business entity of which at least fifty-one percent (51%) is controlling; controlled by, or under common control with, a Party. Anything in Section 5.5 hereof or elsewhere in this Agreement to the contrary notwithstanding, if any such Mortgage on any Party's Site is foreclosed or a deed delivered in lieu of foreclosure, or if any Party, having entered into a sale and leaseback or a lease and subleaseback transaction involving its Site, shall be deprived of possession of such Site by reason of its failure to comply with the terms of such leaseback and subleaseback, anyone who has acquired, or shall thereafter acquire, title to such Site or a leasehold estate therein shall hold the same free of the requirement of Article XIV of this Agreement that a Department Store be Operated in the Building on such Site by the respective named Party, but such Party shall not, in such a case, be deemed released from liability for damages resulting from the breach of its obligation to Operate as contained in Article XIV; and such Site may only be used for a Department Store during the periods the defaulting Party is obligated to Operate a Department Store thereunder (except for the Developer Site which may only be used for Mall Stores or Department Stores during the period Developer is obligated to Operate Mall Stores or lease to Department Stores hereunder). In addition to the foregoing, any Person who acquires title to a Party's Site or a leasehold estate therein, as above provided, shall thereupon give notice to Developer, who shall have a right of first offer (exercisable

within thirty (30) days from receipt of such notice) to purchase said Site or acquire such leasehold estate from such Person, which offer to be on terms acceptable to and approved by such Person, it being understood that such Person shall not be obligated to accept such offer.

5.8.2. Notwithstanding anything to the contrary contained herein, each Party (with the exception of Developer) may:

(a) lease or license departments in up to twenty-five percent (25 %) of the total Floor Area of such Party's Building to other parties, provided nothing contained in this subsection (a) shall be deemed a modification of a Party's requirement to Operate, set forth in Article XIV; and

(b) lease or sell its Site, together with the improvements thereon, to any corporation which owns all or substantially all of its issued and outstanding capital stock ("Parent Corporation") or to any subsidiary corporation of it or its Parent Corporation, or to any corporation which may succeed to all or substantially all of its business or that of its Parent Corporation in the State of Florida, or to any corporation which may, as the result of a reorganization, merger, consolidation or sale of stock or assets succeed to such business. In either such case, said Party shall be released from all obligations under this Agreement which arise or accrue after the date of such transfer, including the obligation to Operate set forth in Article XIV hereof, if such lease or sale is to a corporation (i) which acquires all or substantially all of its assets or which acquires sixty percent (60%) or more of its stores in the State of Florida (including its Site) (which percentage is based on the total number of stores such Party is Operating in the State of Florida as of the Opening Date and shall include any Stores acquired from a third-party seller and owned and operated by said Party as of said Opening Date), and (ii) which, by Assignment and Assumption Agreement, expressly assumes all of said Party's obligations hereunder, including the obligation to Operate set forth in Article XIV hereof ("Permitted Transferee").

5.8.3. Anything in this Agreement to the contrary notwithstanding, if a Mortgage on the Developer Site is foreclosed or a deed delivered in lieu of foreclosure, any Mortgagee of the Developer Site acquiring title as a result thereof shall be bound by, and shall have the benefit of, all and any provisions in this Agreement, including provisions creating easements of any kind, such as easements for access, footings and foundations, structures, parking, Common Areas, lighting and utilities; provided, however, that such Mortgagee shall not be obligated to pay any money damages for or cure any defaults occurring prior to the date such Mortgagee acquired title (it being understood that Mortgagee shall not permit non-monetary defaults to continue after such title is acquired), except for the obligation to undertake and perform any initial construction obligations pursuant to Article II hereof imposed upon Developer.

5.8.4. Any other Person acquiring title to a Site through a foreclosure of a Mortgage shall be obligated to perform only the foreclosed Party's duties, obligations and responsibilities accruing from and after the date of acquisition of title, and shall not be liable for any prior defaults as may be provided for in this Agreement or supplements thereto, which occurred prior to acquisition of title; provided that, notwithstanding the obligation to Operate as set forth in Article XIV, such other Person shall be obligated to Operate its Department Store under such name as the other Person shall be Operating a Department Store in the State of Florida.

#### Section 5.9 - Multiple Ownership.

5.9.1. Designation. In the event that a Party transfers or conveys its interest in its Site, or any portion of its interest in its Site, in such manner as to vest ownership of its Site or interest therein in more than one Person and which would render such Persons a Party under this Agreement, then the Persons owning all of such interest in such parcel shall be jointly considered a single Party and such Persons shall designate one of their number to act on behalf of all such Persons in the performance of the provisions of this Agreement. Any such designation shall be in writing, duly executed, verified and acknowledged by each such Persons, shall be served upon all the other Parties in accordance with the

notice provisions of Section 15.7 of this Agreement, shall contain a certificate that a copy thereof has been so served, and shall be recorded in the Office of the Recorder of Hillsborough County, Florida.

5.9.2. Effect of Designation. In the absence of such written designation, the acts of the transferring Party whose interest is so divided with respect to the performance of the provisions of this Agreement shall be binding upon all of the Persons owning any interest in such Site, until such time as the written designation is properly served and recorded as provided by this Section 5.9, and whether or not such Party retains any interest in the Site in question. The exercise or performance of any rights, powers or obligations of a Party under this Agreement by the Person designated to represent such Party shall be binding upon all persons having an interest or right in such Site and/or upon all Persons having an interest in such Party. So long as such designation remains in effect, all Persons having an interest or right in the Site and/or all Persons having an interest or right in such Party shall act only through such Person designated hereunder and the other Parties shall have the right to deal exclusively with and rely solely upon the acts or omissions of such Person in the performance or provisions of this Agreement.

5.9.3. Removal of Designated Person. Any Person designated hereunder may be removed by the Persons so designating, provided that written notice of such removal and designation of a new Person to act as the Party on behalf of all such Persons under this Agreement is given and made in the manner specified in this Section 5.9, and in the absence of any such written notice and designation, the previous designation shall continue in effect and the acts of the Person previously designated with respect to the performance of the provisions of this Agreement shall be binding upon all such Persons until such time as the written notice and designation is properly served as provided by this Section 5.9.

5.9.4. Designation of Party Representative by Other Parties. Notwithstanding anything to the contrary herein contained, if (i) at any time after a Person has been designated to act on behalf of a Party hereunder, such Person is removed or is dissolved and no new Person is designated to act on behalf of such Party pursuant to Section 5.9.1. above, or (ii) if a person has not been designated hereunder within thirty (30) days after any other Party receives notice of any change in ownership of any portion of a Site which would give rise to the requirement for designation under this Section 5.9, or (iii) if the designation of a Person to act on behalf of a Party earlier than the expiration of such thirty (30) day period is reasonably necessary to enable or entitle any other Party to comply with any of its obligations under this Agreement, or to take any other action which may be necessary or permitted to carry out the purposes of this Agreement, then in any such event, the other Parties acting jointly or, upon failure of such joint action, any Party at any time may make such designation of a Person to act on behalf of all such persons comprising such Party under this Agreement, which designation shall be made and given in accordance with the applicable provisions of this Section 5.9. Such designation made hereunder shall remain in full force and effect until the Persons comprising such Party make a new designation pursuant to the provisions of this Section 5.9.

5.9.5. Status of Designated Person. Any Person designated pursuant to the provisions of this Section 5.9 shall be the agent of each of its "Principals" (as hereinafter defined), hereby irrevocably appointed for such purpose, and upon whom service of any process, writ, summons, order or other mandate of any nature of any court in any action, suit or proceeding arising out of this Agreement may be made, and service upon such designated Person shall constitute due and proper service of any such matter upon each of its Principals, provided a copy of such matter is also mailed to such Principals at the Principals' last addresses known to the sender. As used herein, the term "Principals" means all Persons comprising the party who have interests of record in connection with the ownership of such Party's interest in its Site.

5.9.6. Name. Developer will Operate the Shopping Center under the name "Brandon Town Center" during the term of this Agreement as provided in Article XII hereof. The name of the Shopping

Center will not be changed during the term of this Agreement unless consented to by each Party.

THIS IS NOT A

ARTICLE VI

EASEMENTS

Section 6.1 - Common Area Easements. Each Party hereby grants to each of the other Parties hereto for the benefit of each such grantee's Site as herein described, the nonexclusive right, privilege and easement to use the Common Areas on the grantor's Site, which include, but are not limited to, parking areas, Perimeter Sidewalks, walkways, roadways (including without limitation the Ring Road and Access Roads), retention system, fire exit corridors and all common facilities and improvements on its Site (and as to the Developer Mall Stores, the Enclosed Mall), for adequate and unobstructed pedestrian and vehicular traffic and access and to permit their respective officers, employees, agents, customers, business visitors, business guests, licensees and invitees and the respective officers, employees, agents, customers, business visitors, business guests, licensees and invitees of their tenants to use the same, in common with all the Parties, their respective successors and assigns, and all Persons claiming by or through them, for parking purposes and for the purposes of access, ingress and egress to, from and between their respective Sites and the streets and highways abutting and adjacent to the Complete Site, without payment of any fee or other charge being made therefor, except for the purpose of (i) preventing or discouraging abuse of parking privileges by others than those hereinbefore specified as being entitled to the use of the same; and (ii) preventing any Common Area from becoming a public access, thoroughfare or use; subject, however, to the provisions of Section 6.2.2. If a fee or other charge is established for the reasons set forth above, said fee or other charge shall require the unanimous consent of the Parties, prior to the implementation of such fee or other charge. (Notwithstanding the foregoing, nothing herein shall be construed as prohibiting a Party from offering valet parking on its Site to its invitees for a fee.) The easements granted under this Section 6.1 shall terminate upon the expiration of the term of this Agreement, except for the grants of easements made by this Section 6.1 for access from a Party's Site over the Ring Road and Access Roads in order to have access to the public roads and streets abutting the Access Roads, which shall be perpetual, irrevocable and nonextinguishable for any reason or cause (including abandonment) in each case. Notwithstanding the foregoing, if the Complete Site should, at some date subsequent to the expiration or sooner termination of the REA, come under common ownership of a person or entity and the Complete Site is no longer used as a Shopping Center, then and in that event, such access easements shall no longer be deemed perpetual, irrevocable and non extinguishable, and can be terminated and cancelled at the direction of such common owner.

Section 6.2 - Permanent Access Easements - Residual Parcels.

6.2.1. Developer reserves the right to grant for the benefit of the land shown on the Plot Plan as Residual Parcels (herein collectively called "Residual Parcels"), perpetual, nonexclusive rights, privileges and easements for pedestrian and vehicular access along, over and across the Ring Road and the Access Roads, for the purpose of providing access between the respective Residual Parcels (and each part thereof), and the Complete Site and public streets and highways, subject to the provisions of Section 6.2.2. Developer also reserves the right to grant for the benefit of the land shown on the Plot Plan as "Parcel X" a perpetual, non-exclusive easement on, over and across real property located to the west of the Complete Site and the south Access Road closest to Interstate Highway I-75 for ingress and egress to and from said Parcel X and Causeway Boulevard. Developer's predecessor-in-interest, prior to the date of this Agreement, granted for the benefit of the land shown on the Plot Plan as "Owned by Others" a perpetual, nonexclusive easement on, over and across the most easterly of the south Access Roads for the purpose of providing access between the "Owned by Others" land and Providence Road. Nothing contained herein, nor contained in the easement

documents themselves, shall grant or shall be deemed to grant the Residual Parcels, Parcel X or the "Owned by Others" land any rights to utilize the parking areas of the Complete Site.

6.2.2. The foregoing access easements set forth in Section 6.2.1. may be used by the grantees and their respective officers, employees, agents, customers, business visitors, business guests, sublessees, licensees, invitees and the respective officers, employees, agents, customers, business visitors, business guests, licensees and invitees of their tenants, in common with each Party and all other Persons claiming by or through each other Party. In order to benefit from the foregoing access easement, such grantees, and their respective successors and assigns, may make curb cuts into the Access Road and the Ring Road abutting their respective parcels as shown on the Plot Plan. Any change to Plot Plan curb cut location or curb cut size must be first approved by the Parties. Developer further agrees to impose upon such grantees the requirement that in the development of the Residual Parcels, any parking areas thereon provided for, in the case of retail and/or commercial use, shall have at least five (5) car spaces for each 1,000 square feet of Floor Area and in the case of office use, shall have at least four (4) car spaces for each 1,000 square feet of net leasable office space, unless applicable law requires more parking in which case such higher standard shall govern. The Developer will arrange for the maintenance and repair of the Access and Ring Roads utilized by the owners and users of the Residual Parcels and the "owned by others" land. Such maintenance and repair responsibility shall not apply to any Access Road, the ownership of which has been dedicated to a city, county or other public agency.

6.2.3. Nothing herein contained in this Section 6.2 nor any easement granted hereunder or rights exercised in connection therewith shall in any way lessen, alter or interfere with the rights granted to Developer, Penney and Dillard as set forth in Section 6.1 hereof.

6.2.4. Any established easement(s) as provided in Sections 6.1 and 6.2 above may be relocated by the Party whose site is encumbered by such easement(s), at any time or from time to time, at the expense of said Party, provided that such easement relocation shall not adversely interfere with the business of the Parties who are benefited by said easement(s).

#### Section 6.3 - Utility Easements.

6.3.1. Each Party hereby grants to each of the other Parties hereto, their respective successors and assigns, for the benefit of each such grantee's Site, such perpetual nonexclusive rights and easements across, through, under and on its Site, other than across, through, over, under or on any Permissible Building Area shown on the Plot Plan and other than in the areas occupied prior thereto at any time by Buildings as are reasonably necessary, without interfering with the use of the grantor's Site as provided in this Agreement, to provide rights-of-way for public or private underground utilities services for the benefit of each grantee's Site, and the use of and access to the Common Utility Facilities for necessary Operation, repair, maintenance or replacement of such Common Utility Facilities; provided that each such granting Party shall have the right to approve the location of such easements and rights-of-way, which approval shall not be unreasonably withheld. Any such installed utility system may, however, be relocated by the Party whose Site is encumbered by the easement at any time or from time to time at the expense of such Party, provided that such relocation shall not interfere with, or increase the cost of, or diminish the grantee's utility services or adversely interfere with the business of the other Parties, and such relocated utility system may also be used by such grantee. Since all Common Utility Facilities shown on the Site Work Final Plans have been approved by the Parties, the easements for said Common Utility Facilities are deemed granted by this Section 6.3.1. Developer reserves the right to permit occupants of the Residual Parcels to tap into the Common Utility Facility (but not the lines serving only one Site) so long as no cost, expense or liability is imposed thereby on any Party and service to the Buildings is not disrupted. Such occupants shall share in the cost of repairing and maintaining the Common Utility Facility for so long as the Common Utility Facility

assessments are in effect.

6.3.2. Developer hereby grants each Party and its respective successors and assigns and reserves for the Developer and its lessees, successors and assigns a nonexclusive perpetual easement for storm water drainage and retention in, on, over, under, through and across the drainage retention system located on the Complete Site, and, for the purposes of this Agreement, shall include the retention ponds which are not located on the Complete Site but are shown on the Plot Plan and as such system may be changed from time to time ("Drainage Retention System"). So long as any such grant does not result in any over-burdening so that such system is no longer adequate to meet the requirements of the Shopping Center and the Parties, Developer hereby also reserves the right to grant for the benefit of the Residual Parcels (and each portion thereof), perpetual, nonexclusive rights, privileges and easements for storm water drainage and retention in, on, over, under, through and across such Drainage Retention System, and as the same may be changed from time to time. The Developer shall, during the term of this Agreement, maintain, or cause the maintenance of, the Drainage Retention System. Each Party agrees to indemnify and save the other Parties harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with damage or injury to the Drainage Retention System occasioned wholly or in part by any act or omission of such indemnitor, its tenants (or subtenants), agents, contractors or employees.

Section 6.4 - Attachment, Footing and Foundation Easements. Developer hereby grants to each Party, and its successors and assigns, and each Party hereby grants to Developer, its successors and assigns, such easements and rights in, on, over and to their respective Sites for a roof projection allowing the grantee to tie its Building into the adjoining Building by flashing and reglets, and for the construction and maintenance of foundations and footings reasonably necessary in connection with the construction of their respective improvements on their respective Sites, and for the construction and maintenance of a Common Building Component as set forth in Section 1.2.4., provided the same does not affect existing construction on the other's Site, and does not affect the separate insurance rating of any Party's Building. No such foundations or footings shall be installed or attachment shall be made, however, unless detailed plans therefor shall have been timely submitted to and approved by the Party upon whose Site the foundations and footings are to be installed or to whose Building the attachment is to be made. The easements set forth in this Section 6.4 shall apply only to initial construction and any reconstruction as provided for in this Agreement. The easements granted in this Section 6.4 shall continue in effect and survive the termination of this Agreement and shall continue thereafter so long as any Party's Building (or any replacement thereof constructed during that term of this Agreement) stands.

Section 6.5 - Easement for Abutment of Enclosed Mall. Each Party grants to Developer, at Developer's sole cost, the right to have the Enclosed Mall abut, but not bear on, its Building. The easements provided in this Section 6.5 shall terminate at the later of such time as:

- (i) the Enclosed Mall is demolished or destroyed and not repaired or rebuilt within a reasonable time not to exceed twenty-four (24) months, unless Developer is obligated to do so under this Agreement; or
- (ii) a Party's Building, insofar as the Enclosed Mall abuts upon it, is demolished or destroyed and such Party's Building is not repaired or rebuilt within a reasonable time not to exceed twenty-four (24) months, unless such Party is obligated to do so under this Agreement.

Section 6.6 - Encroachments. While it is the intention of the Parties to confine their improvements to the limits of their respective Sites and the Parties each agree to use their best efforts to do so, it is recognized that this result is not always achieved in a multi-ownership shopping center development. Accordingly, each Party grants to the others an easement permitting the maintenance of canopies, decorative facia, roofs and other overhangs, awnings, utility vaults, staircases, signs,

pillars and other like projections and encroachments over and across the grantor's Site, so long as there is no interference with the use and business of grantor on its Site. If any encroachment imposes any cost on the Party upon whose Site the encroachment occurs, the encroaching Party shall reimburse such cost to the first said Party. If any Party shall request that the Party on whose Site the encroachment occurs execute an additional recordable easement instrument (in form and substance reasonably satisfactory to both Parties) to verify the existence of the easement granted herein, such Party upon whose Site the encroachment occurs shall execute and deliver the same to the first said Party. It is understood that the provisions of this Section 6.6 and the easements granted in this Section shall continue in effect and shall survive the termination of this Agreement and continue thereafter as to an encroachment allowed hereunder so long as such encroaching improvement stands.

Section 6.7 - Termination of Easements: Abandonment. The easements granted pursuant to Sections 6.4, 6.5, 6.6, 6.8, 6.9, 6.11 and 6.13 shall terminate in accordance with the terms therein. Any perpetual easement provided for in this Agreement, except those perpetual easements granted pursuant to Sections 6.1 and 6.2 hereof, shall terminate (as to the abandoning benefited real estate only) if the easement is no longer necessary or shall have been abandoned and continues to be unnecessary or abandoned for a period of one (1) year after written notice of such unnecessary or abandoned condition shall have been actually received by the Party whose Site is benefited by the Easement if the term of this Agreement has not expired or by the then record owner of the fee of the real estate benefited by such easement if the term of this Agreement has expired, from the Party whose Site is burdened by the easement if the term of this Agreement has not expired or from the then record owner of the fee of the real estate burdened with such easement if the term of this Agreement has expired; provided, however, if the easement is for a nonregular use (for example, an easement to maintain, or repair or replace), it shall not be considered to be abandoned during said one (1) year period even if not used or necessary during that period if during that period after receipt of said written notice the recipient of said notice gives written notice to the sender of said notice that it is still necessary or has not been abandoned. The above first said notice shall not be valid unless it states the address to which notices to the sender of the notice may be mailed and sets forth that, pursuant to this Section 6.7, an easement benefiting the recipient of said notice may terminate. Any response notice provided in this Section to be given to the sender of the first said notice shall be deemed as having been given when sent by private courier service such as Federal Express or when mailed by U.S. registered or certified mail (return receipt requested) to said sender at the address provided in the said notice given by such sender.

Section 6.8 - Easement to Perform Self-Help. For so long as any easement granted under this Agreement shall be in full force and effect, each Party grants to the other Parties hereto and their employees, agents and contractors, easements to enter upon the Site of the grantor, and into all improvements thereof (excluding any Buildings other than the Enclosed Mall), for the purpose of performing, at the expense of the grantor unless otherwise expressly provided in this Agreement, any obligation which the grantor is required to perform under this Agreement, but fails or refuses to do, and which the grantee has the right then so to perform under this Agreement which easement includes, but is not limited to, the Party's right to enter onto the Developer Site for the purpose of maintaining and repairing the Ring Road and the Access Road. In exercising any such right in said easements, the grantee shall minimize, to the extent possible, any interference or interruption of any business being conducted on the Site(s) constituting the subservient tenement.

Section 6.9 - Easement for Alarms, Etc.

6.9.1. Developer, as grantor, hereby grants to each Party and its respective successors and assigns, as grantees, for the benefit of each Party's respective Site, an easement for (i) the construction and maintenance of entrance signs located at or about its Building entrance to the

Enclosed Mall, and (ii) the installation, maintenance, repair and replacement at the sole cost and expense of the respective Party of sprinkler systems and alarm and security systems for the entrances to the Parties' Buildings from the Enclosed Mall, all of said systems to be located within the Party's Building in close proximity to those entrances, together with the right of ingress and egress on, to and from the Enclosed Mall to accomplish such purposes. Each of the Parties shall prepare plans and specifications showing the exact locations of such sprinkler systems and alarm and security systems and detailing all other specific information with respect thereto, which plans and specifications shall be subject to Developer's approval, such approval not to be unreasonably withheld or delayed unless in Developer's sole discretion the position, type or character of such sprinkler systems and alarm and security systems is not architecturally harmonious with the treatment of the Enclosed Mall immediately adjacent to the Party Building where such sprinkler systems and alarm and security systems are to be placed. Each of the Parties agrees (i) to pay for the electricity required for such facilities, (ii) to use due care in the exercise of the rights granted hereunder, (iii) at its expense, to repair, replace or restore promptly any and all improvements of Developer which the Party has, from time to time, damaged or destroyed in the exercise of the rights granted hereunder, (iv) to hold Developer harmless from all loss, liability, cost or expense incurred in connection with the exercise of such rights, including, without limitation, any mechanic's or laborer's lien, and (v) to keep and maintain any such facilities in a first-class and slightly condition in accordance with standards for a first-class enclosed mall regional shopping center.

6.9.2. The easements as provided in this Section 6.9 shall not terminate until the earliest of the following:

- (a) the Enclosed Mall is demolished or destroyed and not replaced within a reasonable time not to exceed twenty-four (24) months, unless Developer is obligated to do so under this Agreement; or
- (b) the respective Party's Building shall be demolished or destroyed and such Party does not, provided that it is required to do so under this Agreement, within a reasonable time not to exceed twenty-four (24) months, commence the restoration of such Building; or
- (c) the term of this Agreement expires and is not renewed.

Section 8.10 - Non-Dedication. The foregoing easements granted by the Parties hereto in this Article, and reserved by Developer in Sections 6.2 and 6.3.2., are not intended and shall not be construed as a dedication of the Parties' respective Sites for public use, and the Parties will refrain from taking any action which would cause such a dedication and take whatever steps may be necessary to avoid any such dedication, except as may be agreed upon in writing by all the Parties or their respective successors or assigns. During the term of this Agreement, no Party shall dedicate easements for the use and benefit of the general public within the areas of the foregoing easements granted by the Parties. Nothing contained herein shall limit the right of a Party to grant easements and other rights to utility companies or political subdivisions for the purpose of Operating utility lines and facilities within such easement areas, constructing and/or Operating public roadways within the easement areas or for the purpose of improving or enlarging existing public rights-of-way, subject in each case, however, to the applicable terms and conditions of this Agreement.

Section 8.11 - Construction Easements.

6.11.1. Each Party grants to each other Party a nonexclusive easement in, to, over, under and across grantor's Site (exclusive of the interior of grantor's Building) for the purpose of the development, construction, repair and maintenance of the Building and improvements on each other Party's Site. For purposes of Developer, this easement grant shall include the construction, repair and maintenance of the exterior Common Area on each Party's Site. Following the Opening Date, no grantee of such easement shall use such easement in a manner which would unreasonably interfere with the business



Operation conducted by any other Party or its rights under this Agreement, and the use of said easements shall be subject to such other reasonable conditions as the grantor shall require from time to time. Each grantee shall indemnify and hold harmless the grantor from any damage or injury to the Buildings or other improvements of the grantor. If reasonable alternatives are available on its Site, a grantee shall not avail itself of this easement.

8.11.2. If any portion of a Party's Building construction occurs after the Opening Date, that Party shall restrict its construction vehicles and those of its contractors, subcontractors and materialmen to using, as reasonably designated by Developer, specific staging areas, construction employee parking areas and one of the three (3) most southerly Access Roads which intersect with Causeway Boulevard as indicated on the Plot Plan.

Section 6.12 - Maintenance Easement. Each Party grants to the other Parties hereto and their employees, agents and contractors, a nonexclusive easement to enter upon the Site of the grantor (exclusive of the interior of the grantor's Building) for the purpose of repair and maintenance of the exterior of the grantee's Building. No grantee of such easement shall use such easement in a manner which would unreasonably interfere with the business Operation conducted by any other Party or its rights under this Agreement, and the use of said easement shall be subject to such other reasonable conditions as the grantor shall require from time to time. If reasonable alternatives are available on its Site, a grantee shall not avail itself of this easement. Each grantee shall indemnify and hold harmless the grantor from any damage or injury to the Site or the improvements of the grantor due to utilization of this easement. The easement shall not terminate until the Developer Mall Stores or the respective Party Building shall be demolished or destroyed.

Section 6.13 - Fire Corridor Easement. Developer hereby grants each Party a nonexclusive easement over the Developer Site Common Area in order to provide emergency fire exit corridors or stairs as required by local law and building code requirements for the benefit of said Party's permittees to use such corridors or stairs in the event of fire or other emergency for the purpose of passing from said Party's Building through such fire exits directly to the parking area or such other location in the Common Area as is permitted by local law and applicable building code requirements. This easement shall not terminate until the Party's Building shall be demolished or destroyed and such Party does not, within a reasonable time not to exceed twenty-four (24) months, commence the restoration of its Building, provided it is obligated to do so under this Agreement. The Party shall not use such easement in a manner which would unreasonably interfere with the business Operation on the Developer Site and shall indemnify and hold harmless Developer, its partners, officers, contractors, employees and agents from any damage or injury to the Developer Site or the Developer Mall Stores due to utilization of this easement.

## ARTICLE VII

### MAINTENANCE

Section 7.1 - Building and Utility Maintenance. Each Party shall, during the term of this Agreement, maintain, or cause to be maintained, all Buildings on its Site at no expense to the other Parties in good order, condition and state of repair and in accordance with first-class enclosed mall regional shopping center standards. For purposes of the foregoing sentence of this Section 7.1, the Sears Building and the Burdines Building shall be deemed part of the Developer Site. The Enclosed Mall, including the attachments to each Party's Building, shall be kept and maintained by Developer in good order and condition and state of repair and maintenance in accordance with first-class enclosed mall regional shopping center standards for so long as Developer is obligated to Operate in accordance with the provisions set forth in Section 14.1. Insofar as there is a Common Utility Facility installed on any Party's Site to provide utility services or water or sanitary or storm sewers to serve, in addition to that Party's Site, the Site of any other Party, the same shall be kept and maintained in good order, condition

and state of repair by the Party on whose Site the portion of said Common Utility Facility requiring such expenditure shall be located (except to the extent that such Common Utility Facility may be operated and maintained by public agencies or utilities), and the cost thereof, subject to the terms of any Supplemental Agreement, shall be borne by each Party serviced thereby in the proportion which the Floor Area on its Site bears to the total Floor Area of all Sites served thereby, subject to the terms of any Supplemental Agreement. In the event any Party fails to discharge its obligations under this Article VII (except as to obligations under Article VII relating to Buildings other than the Enclosed Mall) within thirty (30) days after receiving written notice thereof from any other Party hereto, or such other form of notice as shall be reasonable under the circumstances in case of an emergency, the Party giving the notice shall have the right to perform such repairs or maintenance in a good and workmanlike manner and shall have an easement pursuant to Section 8.8 hereof to enter upon the land (but not the Floor Area) of the defaulting Party, and may charge the defaulting Party a proportionate share of the reasonable cost thereof if the Site of the defaulting Party is served by such Common Utility Facility; such action may be taken by any Party immediately after the giving of notice whenever such failure causes interference with the Operation or use of its Site. At the election of the performing Party, any amounts so expended for repairs or maintenance under this self-help provision (i) may be withheld from amounts, if any, otherwise payable to the defaulting Party under this Agreement or any Supplemental Agreement, without prejudice, however, to the right of the defaulting Party to contest the right of the other Party to make such repairs or perform such maintenance and to withhold such amounts, or (ii) shall be payable on demand by the defaulting Party to the performing Party, along with interest at the Interest Rate from the date of such expenditure by the performing Party.

Section 7.2 - Maintenance and Operation of Common Areas.

7.2.1. For so long as Developer is obligated to Operate in accordance with the provisions set forth in Section 14.1, Developer shall perform all "Maintenance" (as hereinafter defined) of the Common Area on the Developer Site, keep all parking areas, the Ring Road, Access Roads, malls and walkways, including the Enclosed Mall, on the Developer Site open and well-lighted during all periods that any Department Store is open for business and for one-half (1/2) hour before and one (1) hour after such business hours, and will keep the Enclosed Mall adequately heated and air-conditioned at all times in accordance with the standards set forth in Section 1.2 hereof; provided, however, Developer shall not be required to light the Common Area or keep the Enclosed Mall open after 11:00 P.M., except for security lighting as set forth in Section 7.2.4.

7.2.2. Each Party will perform, or cause to be performed, all Maintenance of the Common Area on its Site, and will, during any period it is required to Operate pursuant to Article XIV, and during any period thereafter when at least one other Department Store and fifty percent (50%) or more of the Floor Area of the Developer Mail Stores is open for business, and for one-half (1/2) hour before and one (1) hour after such business hours, but in no event later than 11:00 P.M. (except for security lighting), at its own expense, keep or cause to be kept all parking areas, Ring Road and walkways on its respective Site open and well lighted.

7.2.3. As used in this Section 7.2, the term "Maintenance" shall mean that all Common Areas, including without limitation, all common facilities and improvements such as parking areas, roads, malls (including the Enclosed Mall), service areas, walkways and landscaping will be kept at all times clean and in good order and condition in accordance with standards of a first-class enclosed mall regional shopping center Operation.

7.2.4. Each Party agrees to light its respective Site at one-fourth (1/4) of the usual evening lighting wattage set forth in Section 1.3(a) between the hours of 11:00 P.M. of any night and one-half (1/2) hour before sunrise on the succeeding morning for security purposes.

7.2.5. All Maintenance to be performed by Developer on a Party Site's Common Area shall be

as provided in this Agreement and in such Party's Supplemental Agreement.

7.2.6. Without limiting the generality of the foregoing, Developer, in the Maintenance of the Enclosed Mall, shall observe the following standards:

- (i) Maintain the surface of the Enclosed Mall, smooth and evenly covered with the type of surfacing material originally installed thereon, or such substitute thereof as shall have been approved by the Parties.
- (ii) Remove all papers, debris, filth and refuse from the Enclosed Mall and wash or thoroughly sweep the surface of the Enclosed Mall. This shall include Maintenance of those portions of the Enclosed Mall used by restaurant patrons as eating areas.
- (iii) Clean lighting fixtures within the Enclosed Mall and relamp as needed.
- (iv) Maintain the landscaping within the Enclosed Mall in a first-class, thriving condition.
- (v) Maintain all signs of the Enclosed Mall, but not those of the Developer Mall Stores' tenants, in a clean and orderly condition, including relamping and repairing as may be required.
- (vi) Employ courteous personnel to patrol the Enclosed Mall.
- (vii) Maintain and keep in a sanitary condition public restrooms and other common use facilities within the Enclosed Mall.
- (viii) Clean, repair and maintain the Common Utility Facility that is a part of the Enclosed Mall.
- (ix) Clean and maintain the structure of the Enclosed Mall, the roof, skylights, wall surfaces, doors and other appurtenances to the Enclosed Mall.
- (x) Maintain the heating, ventilating and cooling system of the Enclosed Mall in good order, condition and repair, so that at all times the same shall operate within the standards prescribed in Section 1.2.3. hereof at least during the same hours of the same days that the heating, ventilating and cooling system serving any Party's Building shall be open to the public and operating.

7.2.7. Without limiting the generality of the foregoing, Developer, in the Maintenance of the Common Area, exclusive of the Enclosed Mall, shall observe the following standards:

- (i) Maintain the surface of the parking area and sidewalks level, smooth and evenly covered with the type of surfacing material originally installed thereon, or such substitute thereof as shall be in all respects equal thereto in quality, appearance, and durability.
- (ii) Remove all papers, debris, filth and refuse from the Shopping Center and wash or thoroughly sweep paved areas as required.
- (iii) Maintain such appropriate parking area entrance, exit and directional signs, markers and lights in the Shopping Center as shall be reasonably required and in accordance with the practices prevailing in the operation of similar regional shopping centers in Florida.
- (iv) Clean Common Area lighting fixtures of the Shopping Center (but not those belonging to premises of the Parties or any Developer Mall Stores' tenants) and relamp and reballast as needed.
- (v) Repaint striping, markers, directional signs, etc., as necessary to maintain in first-class condition.
- (vi) Maintain landscaping as necessary to keep in a first-class thriving condition.
- (vii) Clean signs of the Shopping Center (but not those of the Parties or any Developer Mall Stores' tenants), including relamping and repairs as needed.
- (viii) Employ courteous personnel for Common Area patrol.
- (ix) Maintain and keep in a sanitary condition public restrooms and other common use facilities.
- (x) Clean, repair and maintain the Common Utility Facility that is part of the Common Area to the extent that the same is not cleaned, repaired and maintained by public utilities.
- (xi) Maintain the lighting system throughout the Shopping Center pursuant to the

specifications contained in Section 1.3 and this Section 7.2.

# THIS IS NOT A ARTICLE VIII CONDEMNATION CERTIFIED COPY

Section 8.1 - Condemnation on Developer Site. If as a result of Condemnation the parking ratio as defined in Section 1.8 on the Developer Site is reduced below 4.5 parking spaces for each 1,000 square feet of Floor Area thereon (a "4.5 parking ratio") and if Developer does not provide substitute parking, including multi-deck parking, reasonably satisfactory to the other Parties within eighteen (18) months thereafter, or if the Buildings and Improvements on the Developer Site are Condemned thereby reducing the existing total square feet of Floor Area below 300,000 square feet, or if any part of the Enclosed Mall is Condemned so as to, in Developer's reasonable judgment, render the Enclosed Mall substantially unusable for the uses customarily inherent in the Operation of an enclosed mall, then and in any of such events any Party to this Agreement may elect to withdraw from said Agreement subject to the survival of Sections 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, and 9.3 and the survival of the perpetual portion of Section 8.1, and exclude its Site as of the date of the Condemnation of such property by the condemning authorities, by notice in writing given to the other Parties hereto within thirty (30) days of such Condemnation date as defined in the first sentence of Section 8.4 below. If any Condemnation results in a reduction of the parking ratio to 4.5 parking spaces for each 1,000 square feet of Floor Area on the Developer Site, but if such Condemnation does not result in reducing the existing Floor Area on the Developer Site below 300,000 square feet, and if such Condemnation does not result in making the Enclosed Mall substantially unusable (as set forth above), or if Developer, having the right to withdraw from this Agreement, fails to do so, then in any such event this Agreement shall continue in full force and effect, but in such event the proceeds of any award received by Developer by reason of such Condemnation shall be payable to the trustee or Mortgagee referred to in Section 9.4.2. (unless the \$200,000,000 (in 1994 Dollars) net worth test set forth in Section 9.4.2. is met or unless the proceeds are less than \$250,000 (in 1994 Dollars) as though such proceeds were insurance proceeds, as trustee, to be applied toward (i) the repair and reconstruction of any Building or other improvements on the Developer Site Condemned so as to continue to provide an integrated shopping center, including the Enclosed Mall, and (ii) the repair and reconstruction of the parking areas on the Developer Site, including the construction of multi-deck parking if necessary, to the extent necessary to maintain the ratio of parking spaces on the Developer Site required by Section 1.8 hereof. Any necessary multi-deck parking may be constructed on the area shown as Permissible Deck Area on the Plot Plan or at another location which has been reasonably approved by all the Parties. Any excess Condemnation proceeds held by the trustee upon completion of the aforesaid repair and reconstruction shall be payable to Developer. If any Condemnation results in the reduction of the parking ratio on the Developer Site to between 4.5 and 5.0 parking spaces for each 1,000 square feet of Floor Area thereon, the award shall be payable to a trustee (as above) to be applied for the purposes stated in items "(i)" and "(ii)" above; however, the Developer shall have no obligation to provide additional substitute parking. All work of repair and restoration hereunder, including the design thereof, shall be undertaken pursuant to the applicable provisions of this Agreement.

Section 8.2 - Condemnation on Parties' Sites (other than Developer Site).

8.2.1. If as a result of Condemnation the parking ratio on a Party's Site is reduced below 4.5 parking spaces for each 1,000 square feet of Floor Area on such Party's Site, and if the Condemned Party shall fail to provide, within six (6) months thereafter, substitute parking reasonably satisfactory to the other Parties hereto, or if any part of a Party's Building, excluding freestanding auto service center or gasoline island facilities or any seasonal or garden area, is taken by Condemnation so as to, in such Party's reasonable judgment, render it unfit for use as a Department Store, then in either of such events the Party whose Site shall have been so taken shall have the option to exclude its Site

from the Operation and effect of this Agreement and to withdraw from this Agreement as to it, subject to the survival of Sections 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 and 9.3 and the survival of the perpetual portion of Section 6.1, by giving notice of same to the other Parties hereto within sixty (60) days after such Condemnation date as defined in the first sentence of Section 8.4 below. Notwithstanding the foregoing, during the six (6) month period above mentioned, Developer shall have the option to provide substitute parking (surface or deck parking) at a location or locations satisfactory to the Condemned Party and the other Parties hereto in order for said Condemned Party's Site to maintain the automobile parking spaces required by Section 1.8 hereof.

8.2.2. If any Condemnation results in the reduction of the parking ratio to less than 4.5 parking spaces for each 1,000 square feet of Floor Area on a Party's Site, and if the option to withdraw described in Section 8.2.1. is not exercised, then this Agreement shall continue in full force and effect, but in such event the Party so affected shall use the proceeds of any award received by it by reason of such Condemnation to repair and reconstruct its Building and the parking areas on its Site, including a multi-deck parking facility, if necessary, to the extent required to maintain the amount of automobile parking spaces required by Section 1.8 hereof. Any multi-deck parking structure may be constructed on the area shown as Permissible Deck Area on the Plot Plan or at another location which has been approved by all the Parties. If any Condemnation results in the reduction of the parking ratio on a Party's Site to a ratio greater than or equal to 4.5 and less than 5.0 parking spaces for each 1,000 square feet of Floor Area on such Party's Site, the Party so affected shall have no obligation to provide additional substitute parking.

8.2.3. All work of repair and restoration hereunder, including the design thereof, shall be undertaken pursuant to the applicable provisions of this Agreement. The type, design and construction of any multi-deck parking referred to in this Article VIII shall be subject to the mutual agreement among the Parties.

8.2.4. Notwithstanding anything contained in this Section 8.2 to the contrary, the Party approval rights as to deck parking to be constructed anywhere other than the Permissible Deck Area shall be as provided in Section 15.25 below.

Section 8.3 - Proceeds: Limitation of Reconstruction Obligation.

8.3.1. In the event of a Condemnation of any portion of a Party's Site, the Party whose Site is Condemned shall be entitled, as between the Parties, to the entire award proceeds resulting from the Condemnation of its Site, and the other Parties subject to each other Party's right to claim severance damages, shall waive any and all claim or right to such award proceeds. The obligation of any Party to repair and reconstruct under this Article VIII shall be limited to the extent of the proceeds received by such Party by reason of such Condemnation.

8.3.2. All Condemnation proceeds payable to a Party shall be paid over to the trustee or Mortgagee as set forth in Section 9.4.2. as though they were insurance proceeds unless the \$200,000,000 [in 1994 Dollars] net worth test set forth in Section 9.4.2. is met or unless the proceeds are less than \$250,000 [in 1994 Dollars], and they shall be disbursed or paid over and shall be used, all as set forth therein.

Section 8.4 - Rebuilding. Any repairs or reconstruction under this Article VIII shall be completed and any Building or other improvement shall be ready for occupancy within eighteen (18) months from the date the Condemnation occurs, which Condemnation date shall be the date on which possession of the Condemned property is surrendered to the condemning authority. Work of repair or reconstruction, when once commenced, shall be carried through to conclusion, using due diligence, but Unavoidable Delays as defined in Article XI shall not be deemed such an interruption as would constitute the particular Party to be in default of the obligation to cause such work to be done continuously or to complete such repair or reconstruction within said eighteen (18) month period. In

the event any Party elects to withdraw from this Agreement and exclude its Site from the effect of this Agreement pursuant to Section 8.1 or 8.2, then said Party shall cause its Site to be in a neat and orderly condition, shall maintain its Site in a clean, safe and sightly condition, and as long as the Site of any other Party bound by this Agreement is being used for the Shopping Center, at its option, either (a) pave and stripe same so that it is suitable as a parking area for the Shopping Center or landscape the same; or (b) use its Site for a use which shall be compatible with the Operation of a first-class enclosed mall regional shopping center.

Section 9.5 - Mortgagee Participation. Nothing herein contained shall be deemed to prohibit any Mortgagee from participating in any Condemnation proceedings on behalf of any Party upon whose Site it has a Mortgage, or in conjunction with any such Party; provided the same does not reduce the award to any other Party or, subject to reasonable and customary conditions, the distribution thereof or the use of the proceeds thereof in accordance with this Article VIII.

## ARTICLE IX INSURANCE

### Section 9.1 - Casualty Insurance.

9.1.1. Each Party shall at all times during the term of this Agreement, keep all Buildings and other improvements (including without limitation all Common Area Improvements) on its Site insured, at its expense, with a financially responsible insurance company or companies, against loss or damage by fire, smoke, windstorm, hail, explosion, damage from aircraft and vehicles, sprinkler leakage, vandalism and malicious mischief, and such other risks as are from time to time included in "extended coverage" endorsements available in Hillsborough County, Florida, and in an amount not less than ninety percent (90%) of the actual full replacement cost of the Building or Buildings and Improvements on its Site (excluding foundation and excavation costs and cost of underground flues, pipes and drains), provided such policy or policies comply in amount with any coinsurance warranty contained therein.

9.1.2. No Party shall be liable to any other Party or to any insurance company (by way of subrogation or otherwise) insuring the other Party for any loss or damage to any Building or other structure which was required by this Agreement to have been covered by such insurance even though such loss or damage might have been occasioned by the negligence of such Party, its agent or employees; provided, however, that if, by reason of the foregoing waiver, any Party shall be unable to obtain the insurance required by this Section 9.1 without the payment of an additional premium therefor, unless the Party(s) claiming the benefit of such waiver shall pay such Party for the cost of such additional premium within thirty (30) days after notice of the statement setting forth such requirement and the amount of the additional premium, such waiver shall be of no force and effect between such Party and such claiming Party(s).

### Section 9.2 - Liability Insurance.

9.2.1. During the term of this Agreement, each Party will, at its expense, maintain comprehensive general public liability insurance with a financially responsible insurance company or companies against claims for personal injury or death and property damage occasioned by accident occurring upon that portion of its Site from the Building curb line to, and within, its Building, such insurance in each case to afford protection to the limit of not less than \$2,000,000 [in 1994 Dollars] for personal injury to or death of any one (1) person, \$3,000,000 [in 1994 Dollars] for personal injury to or death of any number of persons in any one (1) accident, and \$1,000,000 [in 1994 Dollars] for any property damage and shall not be cancelled or amended without at least thirty (30) days' prior written notice by the insurer to all other Parties. In addition to the foregoing, the insurance coverage required under this Section 9.2 shall extend to any liability of the Parties arising out of the indemnities provided for in Section 9.3 hereof.

9.2.2. Developer shall at all applicable times during the term of this Agreement, maintain, or

cause to be maintained, in full force and effect, comprehensive public liability insurance covering all the Common Area (except the Enclosed Mall and the Common Area located on the Penney Site) within the Complete Site, with a financially responsible insurance company or companies approved by the Parties, including coverage for any accident resulting in personal injury to or death of any Person and consequential damages (including property damages) arising therefrom, each in the amount of not less than \$2,000,000 (in 1994 Dollars) for personal injury to or death of any one (1) person, \$3,000,000 (in 1994 Dollars) for personal injury to or death of any number of persons in any one (1) accident and \$1,000,000 (in 1994 Dollars) for any property damage, or such other amount as the Parties may agree upon from time to time. At the written request of any other Party, Developer shall furnish to such other Party evidence that the insurance referred to in this Section 9.2.2. is in force and effect and that the premiums therefor have been paid. Such insurance shall name all Parties (excluding Penney) as insureds thereunder and shall provide that the same may not be cancelled or amended without at least thirty (30) days prior written notice being given by the insurer to all other Parties (excluding Penney). Such insurance shall expressly insure the indemnity of each Party contained in Section 9.3. Each Party (except Penney) shall reimburse to Developer its pro rata share of the cost of the Common Area liability insurance provided for in this Section 9.2.2. upon being billed therefor from time to time by Developer. Each Party's said pro rata share shall be as set forth in that Party's Supplemental Agreement. Each Party's pro rata share shall be appropriately adjusted to reflect any increase in the amount of Floor Area on such Party's Site.

9.2.3. Notwithstanding anything herein contained to the contrary, Penney shall, at all applicable times during the term of this Agreement, maintain, or cause to be maintained, in full force and effect, comprehensive public liability insurance covering all the Common Area located on the Penney Site, with a financially responsible insurance company or companies, including coverage for any accident resulting in personal injury to or death of any Person and consequential damages (including property damages) arising therefrom, each in the amount of not less than \$2,000,000 (in 1994 Dollars) for personal injury to or death of any one (1) person, \$3,000,000 (in 1994 Dollars) for personal injury to or death of any number of persons in any one (1) accident and \$1,000,000 (in 1994 Dollars) for any property damage. At the written request of any other Party, Penney shall furnish to such other Party evidence that the insurance referred to in this Section 9.2.3. is in full force and effect and that the premiums have been paid. Such insurance shall provide that the same may not be cancelled or amended without at least thirty (30) days prior written notice being given by the insurer to all other Parties. Such insurance shall expressly insure the indemnity of Penney contained in Section 9.3.

Section 9.3 - Indemnities. (a) Except as provided to the contrary in Section 9.1.2., each Party covenants to, and does hereby indemnify and hold harmless the other Parties, respectively, and their partners, officers, contractors, employees and agents, from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, including any action or proceeding brought thereon, arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any natural person, or the property of any person, as shall occur in or on the Common Areas which each such Party is obligated to Operate and maintain or as to which such Party is obligated to maintain comprehensive general public liability insurance. The foregoing indemnity shall not apply to claims or liabilities arising from the intentional act or negligence of the indemnified Party, its beneficiaries or their or its agents, servants, contractors or employees.

(b) Except as provided to the contrary in Section 9.1.2., each Party covenants to, and does hereby, indemnify and hold harmless the other Parties, respectively, and their partners, officers, contractors, employees and agents, from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, including any action or

proceeding brought thereon, arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any natural person, or to the property of any person, as shall occur (i) on the Site of the indemnifying Party (except as to Common Area on said parcels with respect to which Section 9.3(a) shall apply), or (ii) pursuant to the exercise by the indemnifying Party of any rights under Article VI hereof. The foregoing indemnity shall not apply to claims or liabilities arising from the intentional act or negligence of the indemnified Party, its beneficiaries or their or its agents, servants, contractors or employees.

Section 9.4 - Form of Policies.

9.4.1. All insurance provided for in this Article IX shall be effected under valid and enforceable policies issued by insurers of recognized responsibility. Any insurance required to be maintained by an Party may in whole or in part be by self-insurance so long as such Party shall have a net worth (or the entity, if any, guaranteeing its obligations under Articles VIII, IX and X has a net worth), according to its last published report or an audited financial statement of at least \$200,000,000 (in 1994 Dollars). Any insurance required to be maintained by an Party or Developer may be taken out under a blanket insurance policy or policies or a combination of such blanket policy or policies and self-insurance covering other premises, property or insureds in addition to the Party's Site or the Developer Site, as the case may be. The immediately foregoing sentence shall not be construed to permit any of the Parties to carry less than the insurance (except for permitted self-insurance) that is otherwise required hereunder. The original of the initial policies or renewal policies, if any, as the case may be, shall be delivered to the primary named insured, and upon request therefor certificates thereof shall be delivered to the other Parties upon issuance thereof and thereafter upon request therefor not less than fifteen (15) days prior to the expiration dates of the expiring policies. Any policy required by this Article IX shall provide that such policy shall not be cancelled without at least thirty (30) days prior written notice to the Parties to this Agreement. In the event a Party fails to maintain insurance in accordance with the provisions of this Article IX and if such Party fails to correct such default after reasonable notice from one of the other Parties hereto, such other Party may purchase such insurance for such defaulting Party and the defaulting Party shall pay the cost thereof plus interest thereon at the Interest Rate.

9.4.2. Unless the Party, owner and/or lessee in possession of the Site in question or any guarantor, if any, which is then guaranteeing, or has otherwise agreed to cause performance of, the insured's obligations hereunder to build or restore has a net worth according to its last published report or latest audited financial statement (which is not older than the immediately preceding fiscal year) of at least \$200,000,000 (in 1994 Dollars), then the policy or policies of insurance required pursuant to Section 9.1 hereof shall contain a clause providing that any loss under the same shall be payable in trust to (i) a trustee, which trustee shall be a bank or trust company approved by the other Parties (an Institutional Mortgagee with a then net worth of at least \$100,000,000 (in 1994 Dollars) being deemed satisfactory to such other Parties), or (ii) in the case of Developer, the Institutional Mortgagee of any first Mortgage loan and/or an equity lender of an equity loan made for the purpose of financing all or a portion of the construction of improvements on the Developer Site (herein called "First Mortgage"). All amounts collected on any such policy or policies shall (a) be made available to the insured thereunder, for the reconstruction or repair of any Building or Buildings and other improvements damaged or destroyed, and shall be paid out by the said trustee or First Mortgagee from time to time as the work of rebuilding, reconstruction and repair shall progress, upon architects' certificates by architects licensed to do business in the State of Florida, showing the application for the amount paid for such repairs, rebuilding or reconstruction, or (b) paid over to the insured if the affected Party is not required to reconstruct or repair hereunder and elects not to do so. If the insurance award is for less than \$250,000 (in 1994 Dollars), then the insurance award shall be paid directly over to the insured without the necessity of payment to the trustee or First Mortgagee as otherwise provided for in this



extended their Operating Covenants; it being understood, however, that if only Penney and Dillard so extend their respective Operating Covenants, Developer shall reconstruct and Operate only the Enclosed Mall and Developer Mall Stores from the center court of such Enclosed Mall north to, and connecting with, the Penney and Dillard Buildings.

(b) All Floor Area reconstructed by Developer shall be situated within the Developer Permissible Building Area designated on the Plot Plan. In addition, any entrances from the outside to the reconstructed portion of the Enclosed Mall shall have substantially the same location as existed before the damage or destruction.

(c) The Developer shall comply with the provisions of Article II of this Agreement in connection with any such reconstruction pursuant to this Section 10.1, but only the Parties who are Operating under their Operating covenants shall have the right to review and approve or disapprove plans for Developer's reconstruction.

Section 10.2 - Rebuilding by the Parties (other than Developer).

(a) In the event of the destruction or damage of a Building or Improvements on a Party's Site or any part thereof (excluding the Developer Site which rebuilding shall be governed by Section 10.1 above) during the period in which at least three (3) years remain on such Party's Operating covenant as provided for in Article XIV, and as often as such Party Building or the Improvements on the Party's Site shall be damaged or destroyed during such period, by fire or other casualty required to be insured under the provisions of Section 9.1, such Party shall promptly rebuild and replace or repair the same to as good a condition and to the same general appearance as existed prior to the damage or destruction or such other appearance as may conform to the applicable provisions of this Agreement and, to the extent necessary, so that within eighteen (18) months from the date of such destruction or damage, subject to Article XI, there shall be on said Site the Party Building containing at least its Minimum Floor Area and of a quality at least equal to that originally constructed, as well as the parking area and other Improvements necessary therefor in accordance with this Agreement.

(b) In the event of the destruction or damage of a Party's Building or Improvements during the period when there is less than three (3) years remaining on such Party's Operating covenant and the cost of reconstruction, repair or restoration does not exceed ten percent (10%) of the then replacement cost of said Party's Building and Improvements, then the Party shall promptly rebuild, replace or repair such Building or Improvements as provided in Section 10.2(a) above.

(c) If there is destruction or damage of a Building or Improvements on a Party Site which exceeds in restoration cost ten percent (10%) of the then replacement cost of said Party Building and Improvements during the period when there is less than three (3) years remaining on such Party's Operating covenant and (i) at least two (2) of the other Department Stores notify Developer that they will each agree to Operate under their respective name for at least ten (10) years pursuant to Article XIV and (ii) Developer agrees to Operate the Developer Site for at least ten (10) years, then the Party whose Building is so damaged or destroyed shall be obligated to rebuild and replace its Building.

(d) Notwithstanding Subsections (b) and (c) above, if all or any part of any Party's Building is damaged or destroyed after the term of its Operating covenant has expired, or sooner terminated, as set forth in Article XIV, then the Party whose Building is damaged or destroyed shall not be obligated to rebuild and replace its Building.

Developer agrees to cause (i) the Sears Building to be rebuilt to the extent required under the Sears Lease and (ii) the Burdines Building to be rebuilt to the extent required under the Burdines Lease.

Section 10.3 - Restoration of Site. If Buildings and Improvements on a Party's Site are damaged or destroyed at a time when, or under conditions which, the Party is not obligated to rebuild as in this Article X required, and such Party elects not to rebuild, then said Party shall restore its Site to a neat

Article IX; but this shall not be construed as relieving the insured from the necessity of repairing such damage promptly in accordance with the terms of Article X. The insured shall pay to the trustee all fees for its services in connection with its respective repair obligations as provided by this Article IX. Any excess of moneys received from insurance remaining with the trustee or First Mortgagee after the reconstruction or repair of such Building or Buildings or other improvements shall be paid to the insured. In case a Party does not enter into the reconstruction or repair of its Buildings or other improvements on its Site promptly after the date of payment of loss, after damage or loss occasioned by fire or other casualty for which insurance moneys shall be payable, and prosecute the same thereafter with such dispatch as may be necessary to complete the same within eighteen (18) months after the occurrence of such damage or loss occasioned as aforesaid, or if a Party be otherwise in default, then the amount so collected or the balance thereof remaining with the trustee or First Mortgagee, as the case may be, may at the option of any nondefaulting Party be paid in trust to the electing nondefaulting Party for the purpose of performing the required reconstruction and restoration.

9.4.3. Any Mortgage placed on the Developer Site by Developer, or any renewals or replacements thereof, or any agreement otherwise extending or modifying the same, shall contain a provision that any Condemnation awards, or insurance proceeds resulting from a loss on the Developer Site, received by Developer's Mortgages shall be held by it in trust for the purpose of paying for the cost of repairing, restoring or replacing the Buildings and improvements in accordance with the provisions of this Agreement. If the self-insurance requirement is met, there shall be no obligation to deposit funds for restoration in trust.

#### ARTICLE X

#### DAMAGE AND DESTRUCTION

##### Section 10.1 - Rebuilding by Developer.

(a) In the event of the destruction or damage of all or any part of the Developer Mall Stores or improvements on the Developer Site by fire or other casualty required to be insured under the provisions of Section 9.1, Developer shall diligently rebuild and repair or replace to completion the Developer Mall Stores (including the Enclosed Mall) and all improvements on the Common Areas to the extent set forth below; provided however, Developer's obligation to rebuild, repair or replace shall be limited to the following conditions:

(i) In the event the damage or destruction occurs during the period in which each Department Store is then Operating its respective Building with at least three (3) years remaining, and is not in default, on its respective Operating covenant as set forth in Article XIV, then Developer, using the insurance proceeds to perform such reconstruction, shall rebuild, as may be required in order for the Developer Mall Stores, as reconstructed, to contain at least the Developers Minimum Floor Area.

(ii) In the event the damage or destruction occurs when no Department Store is Operating its Building with at least three (3) years remaining on its Operating covenant as set forth in Article XIV, then the Developer shall not be obligated to rebuild and replace the Enclosed Mall, Common Area and the Developer Mall Stores; provided, however, that if within ninety (90) days after the occurrence of such damage or destruction two or more of the Department Stores shall notify Developer in writing that each of them will agree to Operate in its Building as a Department Store under its name in at least each one's respective Minimum Floor Area for an additional ten (10) year period after the date of the casualty, then Developer shall perform such reconstruction, including the Enclosed Mall and Common Area as may be required in order for the Developer Mall Stores, as so reconstructed, to contain appropriate Floor Area to be connected with, and be located in such proximity to, the applicable Department Store Buildings (i.e., the Buildings of the Department Stores who so extended their Operating covenants) as shall be reasonably feasible under prevailing business and construction practices and which locations shall be subject to the reasonable approval of the Department Stores who

and orderly condition and maintain its Site in a clean, safe and slightly condition and, so long as the Site of any other Party bound by this Agreement is being used for retail purposes, at its option, either (a) pave and stripe same so that it is suitable as a parking area for the Shopping Center or landscape the same, or (b) use its Site for a use which shall be compatible with the Operation of a first-class enclosed regional shopping center.

Section 10.4. Liability of Mortgagee. Any other provision in this Article X to the contrary notwithstanding, the provisions of Sections 10.1, 10.2 and 10.3 shall be applicable to a Mortgagee of any Site only in the following instances:

(a) Where any such Mortgagee acquires title by reason of foreclosure, or by deed in lieu of foreclosure, or by termination of a leaseback in a sale and leaseback transaction, or otherwise, such Mortgagee or the purchaser at a foreclosure sale shall only be obligated for such reconstruction of damage which occurs subsequent to such foreclosure, sale or conveyance, or termination of leaseback and only to the extent of the insurance proceeds payable therefor; provided, however, that where damage or destruction is caused by a peril included within the risks enumerated in Section 9.1.1. and which is required to be insured against under this Agreement, and the damage or destruction occurs prior to such foreclosure, sale or termination of leaseback, any such Mortgagee who acquires title by reason of foreclosure or deed in lieu of foreclosure, or termination of leaseback, or the purchaser at the foreclosure sale, shall be obligated for such reconstruction to the extent of the insurance proceeds to which it is entitled under such insurance.

(b) If a Mortgagee or purchaser at a foreclosure sale which has acquired title in the manner set forth in subparagraph (a) above, is not required pursuant to the foregoing subparagraph (a) to repair, rebuild or restore any Building that has been damaged or destroyed and elects not to do so, then such Mortgagee or purchaser at the foreclosure sale shall raze such Building or any part thereof that has been so damaged or destroyed, clear the Site of all debris, and improve said area at its expense as Common Area of like standard as the Common Area of the balance of the Shopping Center. Thereafter such area shall become a portion of the Common Area until such time as said Person may elect to rebuild thereon, in which event such rebuilding shall be accomplished pursuant to all the requirements of this Agreement. Should such Mortgagee or purchaser at the foreclosure sale desire to raze only a portion of such Building the remaining Building must contain not less than sixty percent (60%) of the Initial Planned Floor Area for such Building.

#### ARTICLE XI

##### UNAVOIDABLE DELAYS

The time for performance of any term, covenant, condition or agreement of this Agreement, except the obligation of any Party hereto to pay any sum of money or cure any default under this Agreement, including any default under Article XIV hereof, shall be extended by any period of Unavoidable Delays, but this Article XI shall not apply to Article XII hereof. In this Agreement "Unavoidable Delays" means delays reasonably beyond the control of the Party obligated to perform the applicable term, covenant, condition or agreement under this Agreement, and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, strikes, labor disputes, inability to procure labor, equipment, facilities or materials, governmental restrictions, war, riot, civil commotion, acts of a public enemy or casualty, but shall not include delays attributable to financial difficulties of such Party.

#### ARTICLE XII

##### TERM

Unless otherwise specifically provided in this Agreement, or unless sooner terminated by subsequent mutual agreement of the Parties then in interest, this Agreement shall continue and the obligations hereunder shall remain binding from and after the date this Agreement is recorded until

expiration of a period of fifty (50) years from the Opening Date. Notwithstanding such termination, it is agreed that (i) the perpetual access easement over the Ring Road and Access Roads granted in Section 6.1 shall not so terminate, (ii) the perpetual easements granted pursuant to Article VI hereof shall not so terminate except in accordance with Section 6.7, (iii) the easements granted pursuant to Sections 6.4, 6.5, 6.6, 6.8, 6.9, 6.11 and 6.13 shall not so terminate except in accordance with the terms therein, (iv) the easements granted to public utility companies or to political entities for a term or terms beyond said termination date shall not so terminate, (v) the indemnity provisions of Section 9.3 shall not so terminate, and (vi) such termination shall not limit or affect any remedy at law, in equity or under this Agreement of any Party against any other Party with respect to any liability and obligation on the part of such other Party arising or to be performed under this Agreement prior to the date of such termination.

### ARTICLE XIII

#### REAL ESTATE TAXES

Section 13.1 - Payment of Taxes. Each of the Parties shall pay (or cause to be paid) before delinquency, all real estate taxes and assessments (herein collectively called "Taxes") levied on its Site and the improvements situated thereon.

Section 13.2 - Contesting Taxes. Each of the Parties may, at its own cost and by appropriate proceedings, contest the validity, applicability and/or the amount of any Taxes. Nothing in this Article XIII requires a Party to pay any Taxes so long as it contests the validity, applicability or the amount thereof in good faith and so long as it does not allow title to the affected Site or the rights, easements, duties and obligations under this Agreement to be in danger of being forfeited as a result of its nonpayment.

Section 13.3 - Failure to Pay Taxes. If a Party fails to comply with this Article XIII, any of the other Parties may give such Party notice thereof containing a statement that if such failure is not cured within thirty (30) days the Party giving the notice may cure such failure. If such failure is not cured within such thirty (30) day period, the Party which gave the notice may, but is not required to, pay the Taxes in question and shall be entitled to prompt reimbursement from the defaulting Party for the sums so expended with interest thereon at the interest rate.

### ARTICLE XIV

#### OPERATING COVENANTS

Section 14.1 - Operating Covenant of Developer. Subject to the provisions of Section 10.1 above, Developer shall, for a period of fifteen (15) years following its Opening Date and thereafter, for so long as any two (2) of Penney, Sears, Dillard and Burdines shall continue to Operate Department Stores containing an amount of Floor Area at least equal to their respective Minimum Floor Area in their respective Buildings, continuously Operate the Developer Mall Stores and the Common Area between those Department Store Buildings then Operating as set forth in Sections 3.1 and 5.1; provided, however, in the event that only Dillard and Penney are each then Operating a Department Store with at least their Minimum Floor Area, then Developer will only be required to Operate from the center court of the Enclosed Mall north, sufficient square footage of Floor Area in said Enclosed Mall together with Developer Mall Stores, to connect with the Dillard Building and the Penney Building. Thereafter, during the remainder of the term of this Agreement and provided a Department Store is Operating a Department Store in its Building, Developer will not use or permit the use of the Developer Site for a purpose which is inconsistent with a Department Store's Operation or which use would constitute a nuisance.

Section 14.2 - Operating Covenant of Penney. Penney covenants and agrees with and for the benefit of Developer and Developer's Mortgagee that Penney shall, after the opening for business of the Penney Building and for a period of years then coexistent with the first to expire of the Operating

covenants of Sears, Dillard and Burdines (but in no event beyond fifteen (15) years from the Penney Opening Date), continuously Operate or cause to be Operated a Department Store containing at least Penney's Minimum Floor Area under the name "J.C. Penney" or such other name as Penney shall be Operating a majority of its like Department Stores in the State of Florida, provided that (i) Developer is not in default of its Operating covenant set forth in Section 14.1, (ii) tenants occupying a minimum of sixty percent (60%) of the Floor Area of the Developer Mall Stores are open and Operating (however, in the event such occupancy rate falls below sixty percent (60%) as required hereunder, Developer shall have a period of up to one (1) year after notice thereof from Penney to regain said required occupancy rate) and (iii) at least two (2) of Dillard, Sears and Burdines shall have a Department Store of at least such Person's Minimum Floor Area open and Operating as provided in this Agreement or their respective leases, as the case may be, under the respective trade name "Dillard", "Sears" (or "Sears Roebuck and Co.") and "Burdines" or under the "name" such entity or its Permitted Transferee shall be Operating a majority of its like Department Stores in the State of Florida during the entire period (however, in the event there are fewer Department Stores open than required hereunder, Developer shall have a period of up to one (1) year after notice thereof from Penney to replace the Department Store(s) with one(s) that has(have) at least one other store in the "Greater Tampa Metropolitan Area" (which means the tri-county area of Hillsborough County, Pinellas County and Pasco County, Florida), with each such replacement Department Store having six (6) months to open from the date it takes possession of the site in question). Thereafter, during the remainder of the term of this Agreement and provided the Shopping Center is being Operated by the Developer, Penney will not use or permit the use of its Site for a purpose which is inconsistent with the Operation of the Shopping Center (as long as Developer shall not have allowed any other Site to be so Operated) or which would constitute a nuisance. It is specifically agreed that Penney's Operating covenant is personal to Developer and any Mortgagee of Developer and their respective successors and assigns, and only Developer and any successor developer who becomes obligated to perform Developer's covenants hereunder as well as any Mortgagee of Developer or such successor developer or its successor shall have the right to enforce Penney's Operating covenant. In the event that Developer shall enter into an agreement whereby any other Person or entity (other than Developer or any Mortgagee of Developer or their respective successors and assigns) may directly or indirectly enforce or require that Developer enforce such Operating covenant, then Penney shall have the right to terminate its Operating covenant.

Notwithstanding anything to the contrary contained in this Agreement, no default or nonperformance by Developer under this Agreement (except as provided in clause (i) of this Section 14.2) shall excuse or release Penney from its obligations to Operate as set forth in this Section 14.2, the sole conditions for such Operation being as set forth above in this Section 14.2.

Section 14.3 - Operating Covenant of Dillard. Dillard shall, after the opening for business of its Building and for a period of years then co-existent with the first to expire of the Operating covenants of Penney, Sears and Burdines as provided in this Agreement or their respective leases, as the case may be (but in no event beyond fifteen (15) years from the Dillard Opening Date), continuously Operate, or cause to be Operated, a Department Store containing at least Dillard's Minimum Floor Area under the name "Dillard" or such other name as Dillard or its Permitted Transferee shall be Operating a majority of its like Department Stores in the State of Florida, provided that (a) at least two (2) of Penney, Sears, and Burdines shall have a Department Store under the respective trade name "Penney" (or "J.C. Penney"), "Sears" (or "Sears Roebuck and Co.") and "Burdines" or the "name" such entity or its Permitted Transferee shall be Operating a majority of its like Department Stores in the State of Florida of at least such Person's Minimum Floor Area open and Operating for a like period of time, (b) the Enclosed Mall contains not less than 300,000 square feet of floor area, (c) tenants occupying not less than sixty percent (60%) of the Floor Area of the Developer Mall Stores are open and

Operating with a tenant mix typically found in a first-class regional mall, and (d) Developer shall be Operating the Enclosed Mall in accordance with Section 14.1 of this Agreement. Dillard shall not be entitled to discontinue its Operation on account of failure to satisfy the conditions set forth in subparagraphs (a) and (c) above unless Dillard shall notify Developer of Dillard's intention to close its Department Store if such failure is not cured within one (1) year after such notice (with a replacement Department Store having six (6) months to open from the date it takes possession of the Site in question but in no event more than fifteen (15) months after said Dillard notice). Thereafter, during the remainder of the term of this Agreement and provided a Shopping Center is being Operated by the Developer on the Complete Site, Dillard will not use or permit the use of its Site for a purpose which is inconsistent with the Operation of a Shopping Center (as long as Developer shall not have allowed any other Site in the Shopping Center to be so Operated) or which would constitute a nuisance. It is specifically agreed that Dillard's Operating covenant is personal to Developer and any Mortgagee of Developer and their respective successors and assigns, and only Developer and any successor developer who becomes obligated to perform Developer's covenants hereunder as well as any Mortgagee of Developer or such successor developer and its successors shall have the right to enforce Dillard's Operating covenant. In the event that Developer shall enter into an agreement whereby any other Person or entity (other than Developer or any Mortgagee of Developer or their respective successors and assigns) may directly or indirectly enforce or require that Developer enforce such Operating covenant, then Dillard shall have the right to terminate its Operating covenant.

Notwithstanding anything to the contrary contained in this Agreement, no default or nonperformance by Developer under this Agreement (except as provided in clause (d) of this Section 14.3) shall excuse or release Dillard from its obligations to Operate as set forth in this Section 14.3, the sole conditions for such Operation being as set forth above in this Section 14.3.

Section 14.4 - [INTENTIONALLY OMITTED]

Section 14.5 - Operating Covenant of Sears. Developer represents that the Sears Lease contains the following Operating covenant:

"Tenant will, from and after the opening for business in Tenant's Store Building and for the first fifteen (15) years of the Term after the opening date, continuously operate or cause to be operated in Tenant's Store Building a retail store occupying not less than 75% of the Net Leasable Area of Tenant's Store Building (which 75% shall include floor space used for product sales, service and storage and customer service), under the name of "Sears" or such other name as Sears will be operating in the majority of its like retail stores in the State of Florida ("Tenant's Operating Covenant"). Tenant's Operating Covenant is subject to the following conditions: (i) Landlord is not in default of (1) Landlord's maintenance or repair obligations set forth in Part I, Section 12(b) or Section 12(c); (2) Landlord's construction obligations set forth in Part II, Section 1 or Section 3; (3) Landlord's obligation to maintain and operate the Shopping Center set forth in Part II, Section 14(a); (4) Landlord's Common Areas maintenance obligations set forth in Part II, Section 17; or (5) Landlord's operating covenant set forth in Part II, Section 4(g) of this Lease; (ii) Mall Tenants occupying not less than 60% of Gross Leasable Area of the Mall are open and operating; (iii) all other Major Stores have similarly covenanted to have a retail store open and operating for at least as long as Tenant's Operating Covenant; and (iv) at least two (2) other Major Stores are open and operating for business to the public in the Shopping Center. If, at any time during Tenant's Operating Covenant, Landlord has not met all of the foregoing conditions, Landlord will have twelve (12) months after Notice from Tenant in which to cure the condition [which Major Store co-tenancy condition may be cured by substituting a Major Store operating in not less than 85 percent of the Gross Leasable Area of the Major Store previously operating in the Shopping Center (but in no event less than 80,000 square feet) and the replacement Major Store will have six months within which to open from the date it takes control of the premises in question], or Tenant may cease to operate or in the alternative continue to operate but pay Alternative Rent in lieu of Rent under this Lease. Tenant's Operating Covenant will be personal to Landlord and not assignable except to a successor Landlord who acquires the Demised Premises or to Landlord's Mortgagee or its successors. Tenant's Operating Covenant is conditioned upon Landlord not entering into an agreement with a third party where the third party (other than Landlord's Mortgagee or its successors or any successor landlord) has the right to enforce Tenant's Operating Covenant. Notwithstanding anything to the contrary contained in this Lease, no default or nonperformance by Landlord under this Lease (except as provided in clause (i) of this subsection (a) above) shall excuse or

release Tenant from the obligations of Tenant's Operating Covenant, the sole conditions thereto being as set forth above in this Part II, Section 4(a)."

**Section 14.6 - Operating Covenant of Burdines.** Developer represents that the Burdines Lease contains the following Operating Covenant:

"Tenant, for a period commencing on the Commencement Date and terminating on the fifteenth (15th) anniversary of the Commencement Date, represents, warrants, covenants and agrees continuously to operate (i) until the third anniversary of the Commencement Date, in one hundred percent (100%) of the Building's Leasable Space and (ii) from and after the third anniversary of the Commencement Date and until the fifteenth (15th) anniversary of the Commencement Date, in at least seventy-five percent (75%) of the Building's Leasable Space) Tenant's Department Store under the trade name "Burdines" or under the same trade name (herein, the "Alternate Trade Name") as not less than a majority of the full service retail department stores which are owned or operated by Tenant are from time to time being operated in the State of Florida; provided, however, that Tenant need not operate a Tenant's Department Store under the trade name "Burdines" or under the Alternate Trade Name (although Tenant shall continue to operate a first-class, full-line retail department store in at least seventy-five percent (75%) of the Building's Leasable Space under a trade name of Tenant's choice) if less than two Department Stores, for a period of 365 consecutive days following Landlord's receipt of "Tenant's Trade Name Notice" (as hereinafter defined) with respect thereto, are open for business in at least 75% of their respective Leasable Space under the name of (1) Sears, (2) Sears, Roebuck and Co., (3) J.C. Penney Company, Inc., (4) Penney, (5) Dillard's or under such other trade name as J.C. Penney Company, Inc., Sears, Roebuck and Co. or Dillard Department Stores, Inc. may use in a majority of its first-class, full-line retail department stores in the State of Florida. Nothing in this paragraph shall be construed as modifying or limiting Tenant's right to be released from its Operating Covenant on the terms, and subject to the conditions and requirements, hereinafter set forth in this Section 5.02(a).

From and after the fifteenth (15th) anniversary of the Commencement Date through the twentieth (20th) anniversary of the Commencement Date, Tenant agrees continuously to operate in at least seventy-five percent (75%) of the Building's Leasable Space a first-class, full-line retail department store under a trade name of Tenant's choice.

Tenant shall operate during the same general hours as the Burdines stores in the "Greater Tampa Metropolitan Area" (as hereinafter defined) are, from time to time, being operated, but in any event not less than 60 hours, in the aggregate, per week; provided, however, that nothing in this sentence shall be construed as requiring Tenant generally to operate during any hours in which no other Department Stores are generally operating. Tenant shall not be deemed to be in violation of the foregoing covenants to operate in the specified percentages of the Building's Leasable Space by reason of any concessionaire or licensee arrangements entered into by Tenant in accordance with the terms of this Lease.

No portion of the Building's Leasable Space shall be used for any purpose other than a use which, at the time in question, would be permitted under this Lease for the entirety of the Building's Leasable Space. Thus, by way of illustration only, and without limitation on the foregoing, during any period in which Tenant is required to operate Tenant's Department Store, no portion of the Building's Leasable Space shall be used for any purpose other than the operation of Tenant's Department Store.

The foregoing provisions of this subsection (a) are hereinafter collectively referred to as the Tenant's "Operating Covenant".

#### ARTICLE XV

#### MISCELLANEOUS

##### Section 15.1 - Recording; Publicity.

15.1.1. Developer will cause a counterpart original of this Agreement to be recorded immediately after the execution hereof, the cost thereof to be shared equally by the Parties.

15.1.2. The Parties shall execute a written instrument or instruments in recordable form and in a form acceptable to the Parties for the purpose of evidencing: (i) the date on which its Building (and in the case of the Developer, the Developer Mall Stores, as well as the Sears Building and the Burdines Building) first opened for business with the public, (ii) the Opening Date of the Shopping Center and (iii) the respective period for each Department Store's operating covenant, and Developer shall cause

such instrument or instruments to be filed for record in the county in which the Shopping Center is located.

15.1.3. Within thirty (30) days after the date on which each respective Party Building or the Developer Mall Stores first opens for business with the public, such Party or Developer shall give each of the other Parties certificates executed by such Party's architect, engineer or other appropriate employee setting forth the Floor Area of each Building on its Site. Said certificate shall be amended and delivered to the other Parties from time to time so as to reflect changes in Floor Area.

15.1.4. The Parties will not release any publication or make any statements for release to the public relating to the other Parties or to the stores to be operated by such other Parties. This prohibition shall not include general Shopping Center advertising and promotion.

Section 15.2 - Covenants Running with the Land. All the covenants, agreements, conditions and restrictions set forth in this Agreement and any supplements hereto are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the Parties and all successors and assigns of their respective Sites. Nothing contained herein shall be construed as creating a reversion or right of reversion in the respective Sites of the Parties.

Section 15.3 - Not Partners. Nothing contained in this Agreement shall be construed to make the Parties partners or joint venturers or to render any of the Parties liable for the debts or obligations of any other Party, except as this Agreement expressly provides.

Section 15.4 - Waiver. No delay or omission by any Party to exercise any right or power accruing upon any noncompliance or failure of performance by any of the other Parties under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any Party of any of the covenants, conditions or agreements hereof to be performed by any of the other Parties shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained. No waiver shall be effective unless contained in a writing signed by the Party charged with the waiver.

Section 15.5 - Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If any term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable under the laws of the State of Florida, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 15.6 - Modifications. No agreement shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the Parties, except that the separate Supplemental Agreements being entered into contemporaneously herewith between Developer and certain of the Parties may be amended, waived, discharged or otherwise changed from time to time by a writing signed by Developer and the respective Party.

Section 15.7 - Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and personally delivered or mailed by United States registered or certified mail (return receipt requested), postage prepaid, or delivered by an express carrier such as, but not limited to, Emery, Federal Express and Airborne, to the required Parties at the respective addresses stated below or at the last changed address given by the Party to be notified as hereinafter specified:



PENNEY:

By Registered or Certified Mail:  
J.C. PENNEY COMPANY, INC.  
Real Estate Department  
Post Office Box 1001  
Dallas, Texas 75301-2105  
Attention: Real Estate Counsel

Or:

By Express Carrier:  
J.C. PENNEY COMPANY, INC.  
Real Estate Department (2105)  
8801 Legacy Drive  
Plano, Texas 75024-3898  
Attention: Real Estate Counsel

DILLARD:

DILLARD DEPARTMENT STORES, INC.  
1600 Cantrell Road  
Little Rock, Arkansas 72203-0486  
Attention: President

Copy to:

DILLARD DEPARTMENT STORES, INC.  
1600 Cantrell Road  
Little Rock, Arkansas 72203-0486  
Attention: General Counsel

DEVELOPER:

BRANDON SHOPPING CENTER PARTNERS, LTD.  
c/o Urban Shopping Centers, Inc.  
900 North Michigan Avenue  
16th Floor  
Chicago, Illinois 60611-1575  
Attention: President

Copy to:

Pircher, Nichols & Meeks  
1999 Avenue of the Stars  
Suite 2600  
Los Angeles, California 90067  
Attention: Real Estate Notices

Any such notice shall be deemed given on the date that it is received, refused by the addressee, or returned, properly addressed, as "non-deliverable". Any Party may, at any time, change its address for the above purpose by mailing, as aforesaid, a notice to each of the other Parties stating the change and setting forth the new address. Any notice given under this Agreement to a Person which is a Mortgagee, as hereinabove defined, in more than one capacity, shall be deemed a notice given in accordance with the terms herein to such Person in all such capacities.

Section 15.8 - Headings. The Article and Section headings herein are for convenience and reference only, and in no way define and limit the scope and content of this Agreement or in any way affect its provisions.

Section 15.9 - Exhibits. The exhibits mentioned herein are hereby incorporated herein by reference and made a part hereof as fully as if set forth in full herein.

Section 15.10 - Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

Section 15.11 - Remedies Not Exclusive. The remedies of the Parties provided in this Agreement are not the sole remedies of a Party hereto and shall not be construed to be, by way of limitation, the only remedy available to it, but in addition each Party shall, except as provided in

Sections 15.18 and 15.20, be entitled to all remedies available in law or in equity for a breach by any other Party. Notwithstanding the foregoing, however, no breach of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement. In the event of any violation or threatened violation by any Person of any of the terms, restrictions covenants and conditions of this Agreement, any of the Parties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, at least five (5) business days prior written notice of such violation shall be given to the other Party or other Person charged therewith.

Section 15.12 - Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective Parties.

Section 15.13 - Estoppel Certificates. Each Party shall, from time to time and upon not less than thirty (30) days notice from any other Party, execute and deliver to such other Party, or to the Person indicated by such other Party, an estoppel certificate stating, as to this Agreement and each Supplemental Agreement and any other agreement between it and any other Party in connection with the Shopping Center, (a) this Agreement and any Supplemental Agreement is in full force and effect and the certifying Party has entered into no other amendments, modifications or supplements of the same, or if the certifying Party has entered into any such amendments, modifications or supplements, then stating the nature thereof, (b) whether or not to the best of its knowledge, any other Party is in default in any respect under this Agreement or any such Supplement Agreement or other agreement, and if in default, specifying the nature of such default, and (c) whether or not any monies not then due have been prepaid for more than one (1) month in advance of the due dates, and, if so, the amount and nature thereof. In the event of any error or omission within an estoppel certificate, the certifying Party shall not be liable therefor to any third party, but such certifying Party shall be estopped from claiming any facts or statements contained in such estoppel certificate to be otherwise.

Section 15.14 - Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof or under any Supplemental Agreement, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for the recovery of such sum, and if it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover so much thereof as it was not legally required to pay under the provisions of this Agreement, together with interest thereon from the date of payment to the date of recovery at the Interest Rate. If at any time a dispute shall arise between the Parties as to any work to be performed by any of them under the provisions hereof, the Party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and there shall survive the right on the part of said Party to institute suit for the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of said Party to perform the same or any part thereof, said Party shall be entitled to recover the cost of such work or the cost of so much thereof as said Party was not legally required to perform under the provisions of this Agreement, together with interest from the time such cost was incurred at the Interest Rate.

Section 15.15 - Cost and Expense. Wherever it is provided in this Agreement that a Party is to perform certain obligations, those obligations shall be performed or caused to be performed by said Party at its sole cost and expense, except where otherwise expressly provided.

Section 15.16 - Temporary Cessation of Business. Any temporary cessation of business by any Party occasioned by the making of repairs, alterations or renovations not caused by damage,

destruction or condemnation and not in excess of nine (9) months shall not constitute a breach on the part of the Party so leasing business of its covenant to Operate, so long as such Party is using due diligence in making its repairs, alterations and renovations.

**Section 15.17 - Agreement for Benefit of Parties.** Except as provided in Section 6.2, this Agreement is made for the exclusive benefit of the Parties hereto and their respective successors and assigns herein permitted and not for any third Person; nothing in this Agreement, express or implied, is intended to confer upon any Person, other than the Parties and their respective successors and assigns herein permitted, any rights or remedies under or by reason of this Agreement.

**Section 15.18 - Default.** Unless otherwise provided in this Agreement, no Party shall be deemed to be in default under this Agreement, until such Party shall have been given written notice describing the nature of such default, and within thirty (30) days after the receipt of such notice, shall have failed to commence to cure such default and to proceed diligently to complete the curing of such default, utilizing all reasonable means to effectuate and expedite the curing of such default. No breach of this Agreement by any Party or any default by a Party under this Agreement, shall terminate this Agreement and this Agreement shall continue in full force and effect.

**Section 15.19 - Liens.** Each Party agrees that in the event any mechanic's lien or other statutory lien shall be filed during the term of this Agreement against its respective Site or the Site of any other Party hereto by reason of work, labor, services, or materials supplied to or at the request of first Party, such Party shall pay and discharge the same of record within thirty (30) days (i) after the filing thereof, or (ii) after receipt of statutory notice of the filing thereof (if provided for), subject to the provisions of the following sentence. Each such Party shall have the right to contest the validity, amount and/or applicability of any such respective liens by appropriate legal proceedings, and so long as it shall furnish bond or indemnity as hereinafter provided, and be prosecuting such contest in good faith, the requirement that it pay and discharge such liens within said thirty (30) day period shall not be applicable. If the lien affects the Site of another Party, such Party responsible for the lien shall within thirty (30) days after the filing thereof either remove such lien or bond and indemnify against such liens in amounts and form satisfactory to induce the title insurance company which insures title of the Site of such other Party to insure over such liens or to reissue or update its existing policy, binder or commitment without showing any title exception by reason of such liens; and such responsible Party shall also indemnify, defend, protect and save harmless the other Parties hereto from all loss, damage, liability, expense or claim whatsoever (including attorneys' fees and other costs of defending against the foregoing) relating from the assertion of any such liens. In the event such legal proceedings shall be finally concluded (so that no further appeal may be taken) adversely to the Party contesting such liens, it shall within five (5) days thereafter cause the liens(s) to be discharged of record.

**Section 15.20 - Exculpation.**

15.20.1. From and after the date ("Exculpation Date") when Developer (a) has complied with Sections 2.1, 2.2 and 2.4 hereof and (b) has opened the Developer Mall Stores and Improvements as required by Section 4.1, the Parties (other than Developer) agree that they will look solely to the estate, interest and property of Developer in the land and buildings comprising the Developer Site, to the proceeds of sale receivable from any execution of any judgments against Developer's interest in the Developer Site (including without limitation the Developer Mall Stores), to any consideration receivable by Developer from the sale or other disposition of all or any part of Developer's right, title and interest in the Developer Site (including without limitation the Developer Mall Stores), and to rents and other income from the Complete Site receivable by Developer, for the collection of any judgment (or other judicial process) requiring the payment of money by Developer in the event of any default by Developer with respect to any of the terms, covenants and conditions of this Agreement to be observed and/or

performed by Developer, and no other property, or assets, of Developer shall be subject to levy, execution or other procedures for the satisfaction of the Parties' remedies. However, the Exculpation Date shall be deemed to have occurred (if it has not already occurred) at the time when all Department Stores have opened for business, provided Developer shall not be relieved of personal liability for failure to comply with, and only to the extent Developer has not complied with, Section 2.1, 2.2 and 2.4 hereof until Developer has so complied with those Sections. Notwithstanding the foregoing, in no event at any time during the term of this Agreement or thereafter, shall the property, or assets, of the partners of Developer, nor the property, or assets, of the partners of the partners of Developer, be subject to levy, execution or other procedures for the satisfaction of said Parties' remedies, legal or otherwise. In addition, the negative capital accounts of the partnerships of the partners mentioned above shall not be deemed the property, or asset, of the Developer for purposes of this Section 15.20.

The provisions of this Section 15.20 shall not be deemed to deny to a Party (other than Developer), or limit its right to obtain injunctive relief or specific performance of Developer's obligations under this Agreement or to avail itself of any other right or remedy not involving personal liability of Developer which may be accorded said Party by law or under the terms of this Agreement by reason of Developer's failure to perform its obligations hereunder.

15.20.2. Notwithstanding the foregoing provision of this Section, Developer and the general partner(s) in Developer shall be fully liable to said Parties to the same extent that they would be liable absent the foregoing provisions of this Section: (a) for fraud or willful misrepresentations of Developer or any of the general partner(s) in Developer; and (b) for the fraudulent misapplication by Developer or any of such partner(s) of (x) any proceeds paid under any insurance policies by reason of damage, loss or destruction to any portion of the Shopping Center, or (y) any proceeds or awards resulting from the Condemnation of all or any part of the Shopping Center.

Section 15.21 - Independent Obligations. Unless expressly provided to the contrary herein, each obligation of each Party is independent and unconditional and does not depend upon the performance of any obligation, or the meeting of any conditions, by any other Person.

Section 15.22 - Mortgagee Notice. The Mortgagee under any Mortgage encumbering the Site of any Party shall be entitled to receive notice of any default by any Party, provided that such Mortgagee shall have delivered a copy of a notice in the form hereinafter contained to each Party. The form of such notice shall be as follows:

The undersigned, whose address is \_\_\_\_\_, does hereby certify that it is a Mortgagee of the "\_\_\_\_\_" Site, as that term is defined in the Construction, Operating and Reciprocal Easement Agreement dated \_\_\_\_\_, 1984 for Brandon Town Center, Hillsborough County, Florida. In the event that any notice shall be given of the default of the Party upon such Site, a copy thereof shall be delivered to the undersigned who shall have all rights of such Party to cure such default. Failure to deliver a copy of such notice to the undersigned shall in no way affect the validity of the notice of default as it respects such Party, but shall make the same invalid as it respects the interest of the undersigned and its Mortgage upon said Site.

Any notice to a Mortgagee shall be given in the same manner as and concurrently with the notice provided in Section 15.7 hereof. Giving of any notice of default or the failure to deliver a copy to any Mortgagee shall in no event create any liability on the part of the Party so declaring a default. In the event that any notice shall be given of the default of a Party and such defaulting Party has failed to cure or commence to cure such default as provided in this Agreement, then and in that event any such Mortgagee of the Site of the defaulting Party shall be entitled to receive an additional notice given in the manner provided in Section 15.7 hereof, that the defaulting Party has failed to cure such default and such Mortgagee shall have thirty (30) days to diligently commence curing such default within such time and to diligently cure such default within a reasonable time thereafter; provided, however, that

as to Article IV the respective time periods in which to open shall be applicable and such time period shall not be deemed extended pursuant to this Section, nor shall a Mortgagee be entitled to any additional time to satisfy the conditions relating to mall tenant occupancy set forth in Article XIV.

Section 15.23 - Breach Shall Not Defeat Mortgage. A breach of any of the terms, conditions, covenants, or restrictions of this Agreement shall not defeat or render invalid the lien of any Mortgage made in good faith and for value, but such terms, conditions, covenants or restrictions shall be binding upon and effective against any Person who acquires title to property or any portion thereof by foreclosure, trustee's sale or otherwise.

Section 15.24 - Consent: Good Faith and Fair Dealing.

15.24.1. In any instance in which any Party to this Agreement shall be requested to consent to or approve of any matter with respect to which such Party's consent or approval is required by any of the provisions of this Agreement, such consent or approval shall be given in writing, and shall not be unreasonably withheld or delayed, unless the provisions of this Agreement with respect to a particular consent or approval shall expressly provide that the same may be given or refused in the sole and absolute judgment or discretion of such Party or pursuant to some other standard specified in this Agreement. Requests for consent shall comply with the provisions of Section 15.7.

15.24.2. No Party shall do any act which shall have the effect of harming or injuring the right of any other Party to receive the benefits of this Agreement. Each Party shall refrain from doing anything which would render its performance under this Agreement impossible. Each Party shall do everything which this Agreement contemplates that such Party shall do in order to accomplish the objectives and purposes of this Agreement.

Section 15.25 - Exercise Of Approval Rights.

15.25.1. Prior to the Opening Date, wherever in this Agreement approval of any Party is required, and unless a different time limit is provided in the applicable Section of this Agreement, such approval or disapproval shall be reasonable and shall be given within thirty (30) days following the receipt of the item to be so approved or disapproved, or the same shall be conclusively deemed to have been approved by such Party, if the requirements of Sections 15.7 and this 15.25.1. are met. Any disapproval shall specify with particularity the reasons therefor.

Any document submitted for the consent or approval of any Party shall contain a cover page prominently reciting the applicable Section of this Agreement involved, listing the date mailed or otherwise sent, and if applicable, containing a statement to the effect that the document or the facts contained within such document shall be deemed approved or consented to by the recipient unless the recipient makes an objection thereto within the correct time specified in such notice, which shall be thirty (30) days unless this Agreement shall specify a different period; provided, however, the Party requesting such consent or approval shall, at least ten (10) days prior to the expiration date of the applicable period, send one (1) reminder notice to the Party whose consent or approval is requested, stating that unless such Party makes an objection within ten (10) days, the document, or the facts contained therein, shall be deemed approved. If the time specified in the notice is incorrectly set forth, or not set forth, the notice shall not be invalid; however, the time limit shall be thirty (30) days unless a longer time period is specified in this Agreement, in which case the longer period of time shall control.

15.25.2. Subsequent to the Opening Date, wherever in this Agreement approval of any Party is required under this Agreement, such approval or disapproval shall be given as above provided and within ninety (90) days following the receipt of the item to be so approved or disapproved; provided, however, if subsequent to the Opening Date, any Party is requested to give an approval or disapproval of an amendment or modification of the Plot Plan, or an approval or disapproval of any changes to the court outside the Mall entrance to its Building, such Party will have the right to approve or disapprove in its sole and absolute discretion and a failure to respond with such approval or disapproval within the

aforesaid ninety (90) day period shall be deemed to be a disapproval. Any approval or disapproval based on a Party's sole and absolute discretion means that such Party may approve or disapprove without specifying a reason therefor.

**Section 15.26 - Correction of Site Descriptions.** It is recognized that by reason of construction errors, one or more of the Buildings may not be precisely constructed within the Site on which it is principally situated. As soon as reasonably possible after completion of the construction of its Building, each Party shall permit the Developer to cause an "as-built" survey to be made of its Site showing all building perimeters (including overhead and encroachments), Common Area and other improvements and Site boundaries, and as soon as reasonably possible after the Enclosed Mall and all of the Party Buildings have been completed Developer shall cause an as-built survey to be made of the Developer Site showing all building perimeters (including overhang and encroachments), Common Area and other improvements and Site boundaries. If more than one Party shall have joined in obtaining a single survey, in which event the cost thereof shall be divided between such Parties in such manner as they agree. In the event a survey shall disclose that any Building has not been precisely constructed within the Site on which is principally situated (except as permitted by Sections 6.4, 6.5 and 6.6) then promptly upon the request of any Party, all of the Parties shall join in the execution of an agreement, in recordable form, amending Exhibit "A", so as to revise the description of such Site to coincide with the as-built perimeter of the buildings and improvements constructed thereon.

Nothing herein contained shall be deemed to relieve or excuse a Party to this Agreement from exercising all due diligence to construct its Building, the Common Area (insofar as it is responsible for construction of same) and other improvements, as shown on the Plot Plan, within its Site.

Upon request, each Party agrees either to grant an easement over that portion of its property as is required to correct such encroachments or other discrepancies, or to convey satisfactory title to the benefitted Party upon the basis that the benefitted Party shall deed to the burdened Party an equivalent amount of acreage contiguous to the burdened Party's Site.

**Section 15.27 - Supplemental Agreements.** Each Party acknowledges that it has entered into separate Supplemental Agreements with Developer which supplement the provisions of this Agreement as between the Developer and the other Party to the Supplemental Agreement.

**Section 15.28 - Index Adjustment.** As used in this Agreement, the term "[in 1994 Dollars]" shall mean that the amount to which such term applies shall be increased or decreased for each year during the term of this Agreement in proportion to the increase or decrease in the Consumer Price Index (revised 1978) for all Urban Wage Earners and Clerical Workers of the Tampa Bay Area, all items (Base 1967 = 100) published by the United States Department of Labor Bureau of Labor Statistics (the "Index"), or any successor index thereto, appropriately adjusted. In the event that the index is converted to a different standard reference base or otherwise revised, the determination of the adjustment to be made with reference to the Index shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Department of Labor or, if said Department shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice Hall, Inc., or other nationally recognized publisher of similar statistical information as may be agreed upon by the Parties. If the Index ceases to be published, and there is no successor thereto, then a reasonable index selected by Developer and approved by the Parties shall be utilized; or, if such a substitute index is not available or may not lawfully be used for the purposes stated herein, then based upon a reliable governmental or other non-partisan publication, selected by Developer, and approved by the Parties, evaluating changes in the cost of living or purchasing power of the consumer dollar, if such a publication is available and may be lawfully used for the purposes stated herein. For the purposes of calculating fluctuations in the Index, the calendar year 1994 shall be considered to be the base year (the "Base Year"). With respect to any amount

referred to in this Agreement to which the index adjustment is to be made, such amount shall for the purpose of calculating such adjustment be referred to in this Section 15.28 as the "Base Amount" and the Base Amount, as adjusted by the application of this Section 15.25, shall be referred to herein as the "Adjusted Amount".

The Adjusted Amount shall be determined as follows:

With respect to each time at which the index adjustment is to be made, the Base Amount shall be increased or decreased to equal the product obtained by multiplying the Base Amount by a fraction, the numerator of which is the average annual index for the most recent complete calendar year, and the denominator of which is the average annual index for the Base Year.

For purposes of this Section 15.28, the Base Amount utilized for any initial calculation made hereunder shall continue to be utilized as the Base Amount for each subsequent application of this provision.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their respectively duly authorized officers or representatives, and their corporate seals, where applicable, to be affixed hereto, as of the day, month and year first above written.

[ SIGNATURE PAGES FOLLOW ]

[Signature page for Construction, Operation and Reciprocal Easement Agreement, dated as of May 5, 1994, for Brandon Town Center, by and between Dillard Department Stores, Inc., J.C. Penney Company, Inc. and Brandon Shopping Center Partners, Ltd.]

Witnesses as to Penney:

J.C. PENNEY COMPANY, INC.,  
a Delaware corporation

OFF. REC. 740886 414

Deborah L. McDaniel  
DEBORAH L. MCDANIEL  
Betty Gue Wickware  
BETTY GUE WICKWARE

By Michael Lowenkron  
MICHAEL LOWENKRON  
Vice President



Attest Alfred O. Goltzner  
ALFRED O. GOLTZNER  
Assistant Secretary

(Corporate Seal)

Real Estate Department (2105)  
8501 Legacy Drive  
Plano, Texas 75024-3898  
Attention: Real Estate Counsel

STATE OF TEXAS )  
COLLIN ) ss:  
COUNTY OF DALLAS )

The foregoing instrument was acknowledged before me this April 1, 1994, by Michael Lowenkron, Vice President of J. C. PENNEY COMPANY, INC., a Delaware corporation, on behalf of the corporation.

Carol D. Chambers  
Notary Public

(SEAL)

My Commission Expires:

3-22-97



(Signature page for Construction, Operation and Reciprocal Easement Agreement, dated as of  
May 6, 1994, for Brandon Town Center, by and between Dillard Department Stores, Inc.,  
J.C. Penney Company, Inc. and Brandon Shopping Center Partners, Ltd.)

Witnesses as to Dillard:

DILLARD DEPARTMENT STORES, INC.,  
a Delaware corporation

OFF. REC. 740810 415

By: James F. Darr, Jr.  
Title: Vice President

Attest: Steven K. Nelson  
Title: Asst. Secretary - Steven K. Nelson  
1800 Cantrell Road  
Little Rock, Arkansas 72203-0486  
Attention: President

STATE OF Arkansas )  
 ) SS.  
COUNTY OF Pulaski )

I hereby certify that on this day, before me, a Notary Public duly authorized in the  
State and County named above to take acknowledgments, personally appeared James E. Darr, Jr.  
and Steven K. Nelson, to me known to be the persons described as Vice President  
and Asst. Secretary DILLARD DEPARTMENT STORES, INC., a Delaware corporation,  
in and who executed the foregoing instrument, and acknowledged before me that that person executed  
the foregoing instrument in the name and on behalf of that corporation, affixing the corporate seal of  
that corporation thereto; and that as such corporate officer that person is duly authorized by that  
corporation to do so; and that the foregoing instrument is the act and deed of that corporation.

Witness my hand and official seal in the County and State last aforesaid, this  
5th day of May, 1994.



Lana Taylor  
Notary Public

(Signature page for Construction, Operation and Reciprocal Easement Agreement, dated as of March 5, 1994, for Brandon Town Center, by and between Dillard Department Stores, Inc., J.C. Penney Company, Inc. and Brandon Shopping Center Partners, Ltd.)

THIS IS NOT A  
CERTIFIED COPY

Witnesses as to  
Developer:

Denise E. Clarke  
Name: Denise E. Clarke  
Frank M. W. Russ  
Name: Frank M. W. Russ

BRANDON SHOPPING CENTER PARTNERS, LTD.,  
a Florida limited partnership

By: USC Subsidiary, Inc.,  
a Delaware corporation,  
its sole general partner

By: Michael J. Nielsen  
Print Name: Michael Nielsen  
Title: As-Vice Pres.  
800 North Michigan Avenue  
15th Floor  
Chicago, Illinois 60611-1575  
Attention: President

STATE OF ILLINOIS )  
COUNTY OF COOK )

OFF. REC. 7408PG 417

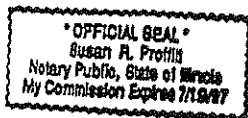
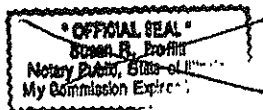
THIS IS NOT A

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Michael H. Boy, to me known to be the person described as Sales Vice President of USC Subsidiary, Inc., a Delaware corporation, and who executed the foregoing instrument, and in the name and on behalf of that corporation, affixing the corporate seal of that corporation thereto; and that as such corporate officer he is duly authorized by that corporation to do so; and that the foregoing instrument is the act and deed of that corporation, and is the act of BRANDON SHOPPING CENTER PARTNERS, LTD., a Florida limited partnership, USC Subsidiary, Inc. being the sole general partner in Brandon Shopping Center Partners, Ltd.

Witness my hand and official seal in the County and State last aforesaid, this 6<sup>th</sup> day of May, 1994.

Susan R. Proffitt  
Notary Public

My commission expires:



BRANDON TOWN CENTER

OFF. 740800 418  
REC.

THIS IS NOT A  
EXHIBIT "A"  
LEGAL DESCRIPTIONS OF:  
CERTIFIED COPY

Parcel I DEVELOPER SITE

Parcel II PENNEY SITE

Parcel III DILLARD SITE

Parcel IV SEARS SITE

Parcel V BURDINES SITE

Parcel VI COMPLETE SITE

63  
pages

January 20, 1994

THIS IS NOT A  
 [Developer Site]  
 CERTIFIED COPY  
 OFF. REC. 740811 419  
 LEGAL DESCRIPTION  
 (REGIONAL MALL)

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, State of Florida, more particularly described as follows:

Commence at the Southeast corner of the West Half of the Northeast Quarter of said Section 29; thence North  $00^{\circ}02'44''$  West (North  $00^{\circ}03'59''$  West (Deed)) along the east line of the West Half of the Northeast Quarter of said Section 29, a distance of 11.71 feet; thence South  $89^{\circ}57'16''$  West a distance of 46.98 feet to the POINT OF BEGINNING; thence South  $00^{\circ}03'19''$  East a distance of 183.98 feet to a point of curvature; thence southwesterly along the arc of said curve to the right having a central angle of  $22^{\circ}29'51''$ , a radius of 518.00 feet, a chord bearing of South  $17^{\circ}11'37''$  West, and an arc distance of 203.40 feet to a point of compound curvature; thence southwesterly along the arc of said curve to the right having a central angle of  $63^{\circ}45'56''$ , a radius of 771.00 feet, a chord bearing of South  $54^{\circ}19'30''$  West, and an arc distance of 858.06 feet; thence South  $88^{\circ}36'55''$  West a distance of 42.95 feet to the beginning of a non-tangent curve; thence northwesterly along the arc of said curve to the right having a central angle of  $39^{\circ}34'46''$ , a radius of 688.62 feet, a chord bearing of North  $71^{\circ}35'42''$  West, and an arc distance of 475.69 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $04^{\circ}50'03''$ , a radius of 1698.00 feet, a chord bearing of North  $49^{\circ}23'18''$  West, and an arc distance of 143.27 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $45^{\circ}56'57''$ , a radius of 793.00 feet, a chord bearing of North  $23^{\circ}59'48''$  West, and an arc distance of 635.96 feet to a point of compound curvature; thence northeasterly along the arc of said curve to the right having a central angle of  $03^{\circ}50'25''$ , a radius of 6512.27 feet, a chord bearing of North  $00^{\circ}53'54''$  East, and an arc distance of 436.50 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the left having a central angle of  $25^{\circ}24'59''$ , a radius of 1083.97 feet, a chord bearing of North  $09^{\circ}53'23''$  West, and an arc distance of 480.85 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the left having a central angle of  $21^{\circ}24'40''$ , a radius of 545.00 feet, a chord bearing of North  $33^{\circ}18'13''$  West, and an arc distance of 203.66 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $06^{\circ}38'59''$ , a radius of 1168.00 feet, a chord bearing of North  $40^{\circ}41'03''$  West, and an arc distance of 135.56 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $70^{\circ}11'14''$ , a radius of 418.00 feet, a chord bearing of North  $02^{\circ}15'56''$  West, and an arc distance of 512.05 feet to a point of compound curvature; thence northeasterly along the arc of said curve to the right having a central angle of  $24^{\circ}31'44''$ , a radius of 1207.03 feet, a chord bearing of North  $45^{\circ}05'33''$  East, and an arc distance of 516.74 feet; thence North  $57^{\circ}21'25''$  East a distance of 37.33 feet to a point of curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $70^{\circ}56'58''$ , a radius of 598.00 feet, a chord bearing of South  $87^{\circ}10'06''$  East, and an arc distance of 740.50 feet; thence North  $38^{\circ}18'23''$  East a distance of 20.50 feet to the beginning of a non-tangent curve; thence southeasterly along the arc of said curve to the right having a central angle of  $53^{\circ}07'32''$ , a radius of 618.50 feet, a chord bearing of South  $25^{\circ}07'51''$  East, and an arc distance of 573.48 feet to a point of reverse curvature;

THIS IS NOT A

Page 2 of 4  
January 20, 1994

CERTIFIED COPY

thence southeasterly along the arc of said curve to the left having a central angle of  $28^{\circ}12'37''$ , a radius of 211.50 feet, a chord bearing of South  $13^{\circ}00'24''$  East, and an arc distance of 106.60 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $28^{\circ}23'23''$ , a radius of 593.50 feet, a chord bearing of South  $13^{\circ}15'01''$  East, and an arc distance of 294.08 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the left having a central angle of  $30^{\circ}25'49''$ , a radius of 631.50 feet, a chord bearing of South  $14^{\circ}16'13''$  East, and an arc distance of 335.39 feet; thence South  $66^{\circ}21'46''$  West a distance of 26.29 feet to the beginning of a non-tangent curve; thence southeasterly along the arc of said curve to the left having a central angle of  $15^{\circ}40'27''$ , a radius of 1482.00 feet, a chord bearing of South  $31^{\circ}28'27''$  East, and an arc distance of 405.42 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $39^{\circ}15'21''$ , a radius of 643.00 feet, a chord bearing of South  $19^{\circ}41'00''$  East, and an arc distance of 440.55 feet more or less to the POINT OF BEGINNING.

The above described parcel contains 3,730,251.95 square feet or 85.635 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutca, PLS No. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey and based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East as being North  $00^{\circ}02'44''$  West.

Note: The deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Page 1313 of the Public Records of Hillsborough County.



COMPOSITE, PAGE 4 OF 39

THIS IS NOT A  
CERTIFIED COPY

OFF. REC. 7408PG 422

## CURVE TABLE

## CURVE 1

RADIUS = 518.00'  
 DELTA = 22°29'51"  
 ARC LENGTH = 203.40'  
 CHORD = 202.09'  
 C.B. = S.11°11'37"E.

## CURVE 2

RADIUS = 771.00'  
 DELTA = 63°45'56"  
 ARC LENGTH = 858.06'  
 CHORD = 814.46'  
 C.B. = S.54°19'30"W.

## CURVE 3

RADIUS = 888.62'  
 DELTA = 38°34'46"  
 ARC LENGTH = 475.69'  
 CHORD = 468.29'  
 C.B. = N.71°35'42"W.

## CURVE 4

RADIUS = 1698.00'  
 DELTA = 04°50'03"  
 ARC LENGTH = 143.27'  
 CHORD = 143.22'  
 C.B. = N.49°23'18"W.

## CURVE 5

RADIUS = 793.00'  
 DELTA = 45°58'57"  
 ARC LENGTH = 635.98'  
 CHORD = 619.05'  
 C.B. = N.23°59'48"W.

## CURVE 6

RADIUS = 6512.27'  
 DELTA = 03°50'25"  
 ARC LENGTH = 436.50'  
 CHORD = 436.42'  
 C.B. = N.00°53'54"E.

## CURVE 7

RADIUS = 1083.97'  
 DELTA = 25°24'59"  
 ARC LENGTH = 480.85'  
 CHORD = 478.92'  
 C.B. = N.09°53'23"W.

## CURVE 8

RADIUS = 545.00'  
 DELTA = 21°24'40"  
 ARC LENGTH = 203.66'  
 CHORD = 202.48'  
 C.B. = N.33°18'13"W.

## CURVE 9

RADIUS = 1168.00'  
 DELTA = 06°38'59"  
 ARC LENGTH = 135.58'  
 CHORD = 135.48'  
 C.B. = N.40°41'03"W.

## CURVE 10

RADIUS = 418.00'  
 DELTA = 70°11'14"  
 ARC LENGTH = 512.05'  
 CHORD = 480.63'  
 C.B. = N.02°15'56"W.

## CURVE 11

RADIUS = 1207.03'  
 DELTA = 24°31'44"  
 ARC LENGTH = 518.74'  
 CHORD = 512.81'  
 C.B. = N.45°05'33"E.

## CURVE 12

RADIUS = 598.00'  
 DELTA = 70°56'58"  
 ARC LENGTH = 740.50'  
 CHORD = 694.09'  
 C.B. = S.87°10'06"E.

## CURVE 13

RADIUS = 618.50'  
 DELTA = 53°07'32"  
 ARC LENGTH = 573.48'  
 CHORD = 553.18'  
 C.B. = S.25°07'51"E.

## CURVE 14

RADIUS = 211.50'  
 DELTA = 28°52'37"  
 ARC LENGTH = 106.60'  
 CHORD = 105.47'  
 C.B. = S.13°00'24"E.

## CURVE 15

RADIUS = 593.50'  
 DELTA = 28°23'23"  
 ARC LENGTH = 294.08'  
 CHORD = 291.08'  
 C.B. = S.13°15'01"E.

## CURVE 16

RADIUS = 631.50'  
 DELTA = 30°25'49"  
 ARC LENGTH = 335.39'  
 CHORD = 331.47'  
 C.B. = S.14°16'13"E.

## CURVE 17

RADIUS = 1482.00'  
 DELTA = 15°40'27"  
 ARC LENGTH = 405.42'  
 CHORD = 404.16'  
 C.B. = S.31°28'27"E.

## CURVE 18

RADIUS = 643.00'  
 DELTA = 39°15'21"  
 ARC LENGTH = 440.55'  
 CHORD = 431.98'  
 C.B. = S.19°41'00"E.

## LINE TABLE

LINE 1	S.00°03'19"E.	183.98'
LINE 2	S.88°38'55"W.	42.95'
LINE 3	N.57°21'25"E.	37.33'
LINE 4	N.38°18'23"E.	20.50'
LINE 5	S.66°21'46"W.	26.29'

## SKETCH NOT A SURVEY

JOB NUMBER:

C1075.30

DATE:

DEC. 28, 1993

CALCULATED BY:

G.W.L.

DRAWN BY:

J.H.S.

CHECKED BY:

G.W.L.

APPROVED BY:

G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MODERN TECHNICAL STANDARDS FOR SURVEYORS PURSUANT TO SECTION 478.027, FLORIDA STATUTES AND CHAPTER 61G17, F.L.A.D.A. ADMINISTRATIVE CODE.

BY:

GARY H. LUTES, PLS 74387

DATE:

NOT VALID UNLESS SIGNED AND DRESSED WITH SURVEYOR'S SEAL

Greiner, Inc.

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA, FL 33607-1462



# THIS IS NOT A CERTIFIED COPY

Page 1 of 2  
January 3, 1994

OFF. REC. 7408 PD 423

## LEGAL DESCRIPTION (FUTURE ON-GRADE PARKING AREA (EAST))

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, State of Florida, more particularly described as follows:

Commencing at the Southeast corner of the West Half of the Northeast Quarter of said Section 29; thence North  $00^{\circ}02'44''$  West (North  $00^{\circ}03'39''$  West (Deed)) along the east line of the West Half of the Northeast Quarter of said Section 29 a distance of 11.71 feet; thence South  $89^{\circ}57'16''$  West a distance of 46.98 feet to the beginning of a non-tangent curve, said point also being the POINT OF BEGINNING; thence northwesterly along the arc of said curve to the left having a central angle of  $39^{\circ}15'21''$ , a radius of 643.00 feet, a chord bearing of North  $19^{\circ}41'00''$  West, and an arc distance of 440.55 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $15^{\circ}40'27''$ , a radius of 1482.00 feet, a chord bearing of North  $31^{\circ}28'27''$  West, and an arc distance of 405.42 feet; thence North  $66^{\circ}21'46''$  East a distance of 26.29 feet to the beginning of a non-tangent curve; thence southeasterly along the arc of said curve to the left having a central angle of  $21^{\circ}34'11''$ , a radius of 631.50 feet, a chord bearing of South  $40^{\circ}16'13''$  East, and an arc distance of 237.74 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $31^{\circ}00'00''$ , a radius of 538.50 feet, a chord bearing of South  $25^{\circ}33'19''$  East, and an arc distance of 479.33 feet; thence South  $00^{\circ}03'19''$  East a distance of 213.84 feet to the beginning of a non-tangent curve; thence northwesterly along the arc of said curve to the right having a central angle of  $71^{\circ}32'19''$ , a radius of 30.00 feet, a chord bearing of North  $35^{\circ}49'29''$  West, and an arc distance of 37.46 feet; thence North  $00^{\circ}03'19''$  West a distance of 22.05 feet more or less to the POINT OF BEGINNING.

The above described parcel contains 51,989.36 square feet or 1.194 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS No. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey and based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East as being North  $00^{\circ}02'44''$  West.

Note: The deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Page 1313 of the Public Records of Hillsborough County.

# SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

COMPOSITE, PAGE 6 OF 39

PAGE 2 OF 2

THIS IS NOT A  
CERTIFIED COPY

LINE TABLE  
LINE 1 N.66°21'46"E 26.29'  
LINE 2 S.00°03'19"E 213.84'  
LINE 3 N.00°03'19"W 22.05'

OFF: 7408  
REC: 7408 424

0 50 100 200  
Scale 1" = 100'

## CURVE TABLE

**CURVE 1**  
RADIUS = 643.00'  
DELTA = 39°15'21"  
ARC LENGTH = 440.55'  
CHORD = 431.98'  
C.B. = N.19°41'00"W.

**CURVE 2**  
RADIUS = 1482.00'  
DELTA = 15°40'27"  
ARC LENGTH = 405.42'  
CHORD = 404.16'  
C.B. = N.31°28'27"W.

**CURVE 3**  
RADIUS = 631.50'  
DELTA = 21°34'11"  
ARC LENGTH = 237.74'  
CHORD = 236.34'  
C.B. = S.40°16'13"E.

**CURVE 4**  
RADIUS = 538.50'  
DELTA = 51°00'00"  
ARC LENGTH = 479.33'  
CHORD = 463.66'  
C.B. = S.25°33'19"E.

**CURVE 5**  
RADIUS = 30.00'  
DELTA = 71°32'19"  
ARC LENGTH = 37.46'  
CHORD = 35.07'  
C.B. = N.35°49'29"W.

AREA =  
1.194 AC.±

## LEGEND

L1 = LINE 1  
C.B. = CHORD BEARING  
P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
AC. = ACRE  
± = MORE OR LESS

P.O.B.

CURVE 5

P.O.C.

SOUTHEAST CORNER OF THE  
WEST 1/2 OF THE NORTHEAST  
1/4 OF SECTION 29-29-20

S.89°57'16"W.  
46.98'

N.00°03'59"W. (DEED)  
N.00°02'44"W. -11.71'

EAST LINE OF THE WEST 1/2  
OF THE NORTHEAST 1/4 OF  
SECTION 29-29-20

## FUTURE ON-GRADE PARKING AREA (EAST) BRANDON TOWN CENTER

### SKETCH NOT A SURVEY

JOB NUMBER C1075.30	DATE DEC. 30, 1993
CALCULATED BY G.W.L.	DRAWN BY J.H.S.
CHECKED BY G.W.L.	APPROVED BY G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PRACTICE TO SECTION 47002, FLORIDA STATUTES AND CHAPTER 61, FLORIDA ADMINISTRATIVE CODE.

BY: *[Signature]* DATE: *[Signature]*  
GARY W. LUTES, PLS #4387  
NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL

**Greiner, Inc.**

7500 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA, FL 33634

THIS IS NOT A

CERTIFIED COPY  
LEGAL DESCRIPTION  
(FUTURE ON-GRADE PARKING AREA (WEST))  
OFF: 740811 425  
REC: 740811 425

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence South  $88^{\circ}36'55''$  West along the south line of the North Half of the Southeast Quarter of said Section 29 a distance of 2651.42 feet; thence North  $01^{\circ}23'03''$  West a distance of 755.70 feet to the beginning of a non-tangent curve, said point also being the POINT OF BEGINNING; thence northwesterly along the arc of said curve to the right having a central angle of  $51^{\circ}24'57''$ , a radius of 1698.00 feet, a chord bearing of North  $21^{\circ}15'47''$  West, and an arc distance of 1523.74 feet to a point of compound curvature; thence northeasterly along the arc of said curve to the right having a central angle of  $11^{\circ}40'54''$ , a radius of 1048.00 feet a chord bearing of North  $10^{\circ}17'08''$  East, and an arc distance of 213.67 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the left having a central angle of  $53^{\circ}29'08''$ , a radius of 182.00 feet, a chord bearing of North  $10^{\circ}36'59''$  West, and an arc distance of 169.90 feet to a point of cusp; thence southeasterly along the arc of said curve to the left having a central angle of  $06^{\circ}38'59''$ , a radius of 1168.00 feet, a chord bearing of South  $40^{\circ}41'03''$  East, and an arc distance of 135.56 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $21^{\circ}24'40''$ , a radius of 545.00 feet, a chord bearing of South  $33^{\circ}18'13''$  East, and an arc distance of 203.66 feet to a point of compound curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $25^{\circ}24'59''$ , a radius of 1083.97 feet, a chord bearing of South  $09^{\circ}53'23''$  East, and an arc distance of 480.85 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the left having a central angle of  $03^{\circ}50'25''$ , a radius of 6512.27 feet, a chord bearing of South  $00^{\circ}53'54''$  West and an arc distance of 436.50 feet to a point of compound curvature; thence southeasterly along the arc of said curve to the left having a central angle of  $45^{\circ}56'57''$ , a radius of 793.00 feet, a chord bearing of South  $23^{\circ}59'48''$  East, and an arc distance of 635.96 feet more or less to the POINT OF BEGINNING.

The above described parcel contains 276,744.12 square feet or 6.353 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS NO. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey, and based on the south line of the North Half of the Southeast Quarter of Section 29, Township 29 South, Range 20 East as being South  $88^{\circ}36'55''$  West.

# SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

## CURVE TABLE

COMPOSITE, PAGE 8 of 39

PAGE 2 OF 2

**CURVE 1**  
 RADIUS = 1698.00'  
 DELTA = 51°24'57"  
 ARC LENGTH = 1923.74'  
 CHORD = 1473.13'  
 C.B. = N.21°15'47" W.

**CURVE 2**  
 RADIUS = 1048.00'  
 DELTA = 11°40'54"  
 ARC LENGTH = 213.67'  
 CHORD = 213.30'  
 C.B. = N.10°17'08" E.

**CURVE 3**  
 RADIUS = 182.00'  
 DELTA = 53°29'08"  
 ARC LENGTH = 169.90'  
 CHORD = 163.79'  
 C.B. = N.10°36'59" W.

**CURVE 4**  
 RADIUS = 1168.00'  
 DELTA = 06°38'59"  
 ARC LENGTH = 135.56'  
 CHORD = 135.48'  
 C.B. = S.40°41'03" E.

**CURVE 5**  
 RADIUS = 545.00'  
 DELTA = 21°24'40"  
 ARC LENGTH = 203.66'  
 CHORD = 202.48'  
 C.B. = S.33°18'13" E.

**CURVE 6**  
 RADIUS = 1083.97'  
 DELTA = 25°24'59"  
 ARC LENGTH = 480.85'  
 CHORD = 476.92'  
 C.B. = S.09°53'23" E.

**CURVE 7**  
 RADIUS = 6512.27'  
 DELTA = 03°50'25"  
 ARC LENGTH = 436.50'  
 CHORD = 436.42'  
 C.B. = S.00°53'54" W.

**CURVE 8**  
 RADIUS = 793.00'  
 DELTA = 45°56'57"  
 ARC LENGTH = 635.96'  
 CHORD = 619.05'  
 C.B. = S.23°59'48" E.

AREA =  
 6.353 AC.±

OFF. NO. 740876 426  
 REC. 740876 426

0 100 200 400  
 Scale 1" = 200'

## LEGEND

C.B. = CHORD BEARING  
 POC = POINT OF COMMENCEMENT  
 POB = POINT OF BEGINNING  
 AC. = ACRE  
 ± = MORE OR LESS

## P.O.C.

SOUTHEAST CORNER  
 OF THE NORTH 1/2  
 OF THE SOUTHEAST 1/4  
 OF SECTION 29

## P.O.B.

SOUTH LINE OF THE NORTH 1/2  
 OF THE SOUTHEAST 1/4 OF  
 SECTION 29-29-20

N.01°23'05" W.  
 755.70'

2651.42'

S.88°36'55" W.

## FUTURE ON-GRADE PARKING AREA (WEST) BRANDON TOWN CENTER

## SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: JAN. 03, 1994
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PRACTICE TO SECTION 472887, FLORIDA STATUTES AND CHAPTER 61.017, FLORIDA ADMINISTRATIVE CODE.

BY:

GARY W. LUTER, PLS #4367

DATE: 1/5/94

NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL

**Grelner, Inc.**

7501 W. COLONY CAMPBELL CAUSEWAY TAMPA, FL 33617-1452

# THIS IS NOT A OFFICIAL REC. 7408PG 427 LEGAL DESCRIPTION (LANDSCAPE BUFFER AND NW CONSERVATION AREA) CERTIFIED COPY

That part of the Northeast Quarter of Section 29 and the Southeast Quarter of Section 20, all in Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of said Section 29; thence South  $89^{\circ}53'41''$  East along the north line of said Northeast Quarter, a distance of 20.00 feet; thence North  $00^{\circ}05'37''$  West (North  $00^{\circ}15'52''$  West (deed)) a distance of 682.55 feet (684.56 feet (deed)) to the southerly limited access right-of-way line of State Road 93-A (Interstate 75), said point also being the beginning of a non-tangent curve; thence northeasterly along said southerly limited access right-of-way line along the arc of said curve to the right having a central angle of  $50^{\circ}34'55''$  ( $50^{\circ}28'32''$  (deed)), a radius of 336.00 feet, a chord bearing of North  $86^{\circ}33'49''$  East (North  $86^{\circ}41'16''$  East (deed)), and an arc distance of 296.63 feet (296.00 feet (deed)); thence South  $71^{\circ}52'32''$  East (South  $71^{\circ}54'43''$  East (deed)) along said southerly limited access right-of-way line a distance of 348.07 feet (348.21 feet (deed)); thence South  $66^{\circ}43'46''$  East along the intersection right-of-way line of State Road 93-A (Interstate 75) at State Road 60, a distance of 86.04 feet; thence South  $67^{\circ}46'54''$  East along said intersection right-of-way line, a distance of 109.73 feet; thence South  $24^{\circ}12'00''$  West a distance of 25.01 feet; thence North  $67^{\circ}46'54''$  West a distance of 109.10 feet; thence North  $66^{\circ}43'46''$  West a distance of 85.14 feet; thence North  $71^{\circ}54'11''$  West a distance of 348.73 feet to the beginning of a non-tangent curve; thence northwesterly along the arc of said curve to the left having a central angle of  $30^{\circ}30'53''$ , a radius of 311.00 feet, a chord bearing of North  $83^{\circ}22'24''$  West, and an arc distance of 165.63 feet; thence South  $00^{\circ}06'27''$  East a distance of 290.99 feet; thence South  $47^{\circ}24'11''$  West a distance of 50.81 feet; thence South  $32^{\circ}22'20''$  East a distance of 245.45 feet; thence South  $52^{\circ}13'57''$  East a distance of 45.52 feet; thence South  $32^{\circ}42'28''$  East a distance of 122.76 feet; thence South  $22^{\circ}00'07''$  West a distance of 56.71 feet; thence South  $47^{\circ}00'49''$  West a distance of 125.42 feet; thence South  $62^{\circ}42'11''$  West a distance of 176.50 feet; thence North  $86^{\circ}36'14''$  West a distance of 71.44 feet; thence North  $34^{\circ}30'16''$  West a distance of 215.79 feet to the North line of the Northeast Quarter of said Section 29; thence North  $87^{\circ}35'50''$  East (North  $87^{\circ}35'16''$  East (deed)) along said North line, a distance of 133.35 feet more or less to the point of beginning.

The above described parcel contains 183,156.15 square feet or 4.205 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS No. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey and based on the East Line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East, as being North  $00^{\circ}02'44''$  West.

Note: The Deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Page 1313 of the Public Records of Hillsborough County.

# SECTION 20 AND 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

COMPOSITE, PAGE 10 of 39

PAGE 2 OF 2

0 100 200 400  
Scale 1" = 200'

## POINT OF BEGINNING

NORTHWEST CORNER OF  
THE NORTHEAST 1/4 OF  
SECTION 29-29-20

N. 67°35'16"E. (DEED)

NORTH LINE OF  
THE NORTHWEST  
1/4 OF SECTION  
29-29-20

## CURVE TABLE

### CURVE 1 FIELD

RADIUS = 336.00'  
DELTA = 50°34'55"  
ARC LENGTH = 296.83'  
CHORD = 287.08'  
C.B. = N. 86°33'48"E.

### CURVE 1 DEED

RADIUS = 336.00'  
DELTA = 50°28'32"  
ARC LENGTH = 296.00'  
CHORD = 286.52'  
C.B. = N. 86°41'16"E.

### CURVE 2

RADIUS = 311.00'  
DELTA = 30°30'53"  
ARC LENGTH = 165.63'  
CHORD = 163.68'  
C.B. = N. 83°22'24"W.

## LINE TABLE

LINE 1	S. 89°53'41"E.	20.00'	LINE 11	S. 47°24'11"W.	50.81'
LINE 2	N. 00°05'57"W.	682.55'	LINE 12	S. 32°22'20"E.	245.45'
LINE 3	S. 71°52'32"E.	348.07'	LINE 13	S. 52°13'57"E.	45.52'
LINE 4	S. 66°43'46"E.	86.04'	LINE 14	S. 32°42'28"E.	122.76'
LINE 5	S. 67°46'54"E.	109.73'	LINE 15	S. 22°00'07"W.	56.71'
LINE 6	S. 24°12'00"W.	25.01'	LINE 16	S. 47°00'49"W.	125.42'
LINE 7	N. 67°46'54"W.	109.10'	LINE 17	S. 62°42'11"W.	176.50'
LINE 8	N. 66°43'46"W.	85.14'	LINE 18	N. 86°36'14"W.	71.44'
LINE 9	N. 71°54'11"W.	348.73'	LINE 19	N. 34°30'16"W.	215.79'
LINE 10	S. 00°06'27"E.	290.99'	LINE 20	N. 87°35'50"E.	133.35'

## LANDSCAPE BUFFER AND NORTHWEST CONSERVATION AREA BRANDON TOWN CENTER

### SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: DEC. 28, 1993
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MODERN TECHNICAL STANDARDS FOR SURVEYING PURSUANT TO SECTION 179.01, FLORIDA STATUTES AND CHAPTER 61.017, FLORIDA ADMINISTRATIVE CODE.

BY: GARY W. LUTES, PLS 74387 DATE: 12/28/93

NOT VALID UNLESS SIGNED AND DATED WITH SURVEYOR'S SEAL

**Greiner, Inc.**

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA, FL 33627-1462

# THIS IS NOT A CERTIFIED COPY

Composite, page 11 of 39

Page 1 of 7

February 10, 1994

Revised March 22, 1994

## LEGAL DESCRIPTION (PONDS 10,40 AND LAKE SERVICE ROAD)

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence South 88°36'55" West along the south line of the North Half of the Southeast Quarter of said Section 29 a distance of 2669.39 feet; thence North 01°23'05" West a distance of 197.97 feet to the beginning of a non-tangent curve, said point also being the POINT OF BEGINNING; thence northwesterly along the arc of said curve to the left having a central angle of 22°15'17", a radius of 221.60 feet, a chord bearing of North 79°05'24" West, and an arc distance of 86.07 feet; thence South 89°46'48" West a distance of 95.88 feet to a point of curvature; thence northwesterly along the arc of said curve to the right having a central angle of 07°08'17", a radius of 91.00 feet, a chord bearing of North 86°39'05" West, and an arc distance of 11.34 feet; thence South 88°34'31" West a distance of 62.53 feet to the beginning of a non-tangent curve; thence along the easterly right-of-way line of State Road 93-A (Interstate 75) the following 14 (fourteen) courses; 1) thence northwesterly along the arc of said curve to the left having a central angle of 41°56'53", a radius of 828.07 feet, a chord bearing of North 45°54'19" West, and an arc distance of 606.25 feet; 2) thence North 71°01'29" West (North 71°02'22" West (deed)) a distance of 127.64 feet; 3) thence North 77°48'53" West (North 77°49'46" West (deed)) a distance of 115.04 feet; 4) thence North 81°32'14" West (North 81°35'31" West (deed)) a distance of 55.68 feet; 5) thence North 81°32'18" West (North 81°35'35" West (deed)) a distance of 106.81 feet; 6) thence North 35°39'32" West (North 35°36'56" West (deed)) a distance of 41.74 feet (41.70 feet (deed)) to the beginning of a non-tangent curve; 7) thence northeasterly along the arc of said curve to the left having a central angle of 02°26'46", a radius of 11,793.16 feet, a chord bearing of North 09°05'37" East (North 09°03'56" East (deed)), and an arc distance of 503.46 feet (503.47 feet (deed)); 8) thence North 88°38'49" East (North 88°37'56" East (deed)) a distance of 129.62 feet; 9) thence North 01°21'11" West (North 01°22'04" West (deed)) a distance of 120.00 feet; 10) thence South 88°38'49" West (South 88°37'56" West (deed)) a distance of 40.00 feet to the beginning of a non-tangent curve; 11) thence northeasterly along the arc of said curve to the left having a central angle of 00°06'19", a radius of 11,863.16 feet, a chord bearing of North 07°09'15" East (North 06°58'55" East (deed)) and an arc distance of 21.78 feet (21.77 feet (deed)); 12) thence North 07°06'41" East (North 07°05'46" East (deed)) a distance of 571.86 feet; 13) thence North 82°52'38" West (North 82°54'14" West (deed)) a distance of 130.00 feet; 14) thence North 07°06'35" East (North 07°05'46" East (deed)) a distance of 738.59 feet; thence South 49°20'30" East a distance of 537.58 feet to the beginning of a non-tangent curve; thence southwesterly along the arc of said curve to the right having a central angle of 05°36'42", a radius of 182.00 feet, a chord bearing of South 13°19'15" West, and an arc distance of 17.83 feet to a point of reverse curvature; thence southwesterly along the arc of said curve to the left having a central angle of 11°40'54", a radius of 1048.00 feet, a chord bearing of South 10°17'08" West, and an arc distance of 213.67 feet to a point of compound curvature; thence southeasterly along the arc of said curve to the left having a central angle of 56°15'00", a

THIS IS NOT A  
Composite, Page 12 of 39Page 2 of 7  
February 10, 1994  
Revised March 22, 1994

CERTIFIED COPY

radius of 1698.00 feet, a chord bearing of South 23°40'49" East, and an arc distance of 1667.01 feet to a point of compound curvature; thence southeasterly along the arc of said curve to the left having a central angle of 16°43'48", a radius of 688.62 feet, a chord bearing of South 60°10'13" East, and an arc distance of 201.07 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the right having a central angle of 92°56'56", a radius of 30.00 feet, a chord bearing of South 22°03'39" East, and an arc distance of 48.67 feet to a point of compound curvature; thence southwesterly along the arc of said curve to the right having a central angle of 04°47'26", a radius of 295.04 feet, a chord bearing of South 26°48'33" West, and an arc distance of 24.67 feet; thence North 39°47'43" West a distance of 72.83 feet; thence South 52°42'21" West a distance of 333.62 feet; thence South 88°36'55" West a distance of 90.00 feet to a point of curvature; thence northwesterly along the arc of said curve to the right having a central angle of 59°52'41", a radius of 58.90 feet, a chord bearing of North 61°26'44" West, and an arc distance of 61.55 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the left having a central angle of 39°13'17", a radius of 989.07 feet, a chord bearing of North 51°07'03" West, and an arc distance of 677.06 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the right having a central angle of 70°43'41", a radius of 45.00 feet, a chord bearing of North 35°21'51" West, and an arc distance of 55.55 feet; thence North 00°00'00" East a distance of 395.32 feet to a point of curvature; thence northwesterly along the arc of said curve to the left having a central angle of 91°21'11", a radius of 130.00 feet, a chord bearing of North 45°40'36" West, and an arc distance of 207.27 feet; thence South 88°38'49" West a distance of 10.98 feet to the beginning of a non-tangent curve; thence southeasterly along the arc of said curve to the left having a central angle of 04°31'45", a radius of 71.00 feet, a chord bearing of South 18°05'21" East, and an arc distance of 5.61 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the right having a central angle of 19°00'00", a radius of 91.00 feet, a chord bearing of South 10°51'11" East, and an arc distance of 30.18 feet; thence South 01°21'11" East a distance of 70.01 feet to a point of curvature; thence southwesterly along the arc of said curve to the right having a central angle of 87°39'37", a radius of 101.00 feet, a chord bearing of South 42°28'37" West, and an arc distance of 154.53 feet to a point of reverse curvature; thence southwesterly along the arc of said curve to the left having a central angle of 77°44'35", a radius of 71.00 feet, a chord bearing of South 47°26'09" West, and an arc distance of 96.34 feet; to a point of reverse curvature; thence southwesterly along the arc of said curve to the right having a central angle of 01°17'17", a radius of 11,829.16 feet, a chord bearing of South 09°12'30" West, and arc distance of 265.92 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the left having a central angle of 85°34'26", a radius of 71.00 feet, a chord bearing of South 32°56'05" East, and an arc distance of 106.04 feet; thence South 75°33'05" East a distance of 208.62 feet to a point of curvature; thence southeasterly along the arc of said curve to the right having a central angle of 47°34'10", a radius of 864.07 feet, a chord bearing of South 51°56'13" East, and an arc distance of 717.39 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the left having a central angle of 62°04'04", a radius of 71.00 feet, a chord bearing of South 59°11'10" East, and an arc distance of 76.91 feet; thence North 89°46'48" East a distance of 95.88 feet to a point of curvature; thence southeasterly along the arc of said curve to the right having a central angle of 23°15'18", a radius of 241.60 feet, a chord bearing of South 78°35'25" East, and an arc distance of 98.06 feet to the beginning of a non-tangent curve; thence southwesterly along the arc of said curve to the left having a central angle of 01°40'34", a radius



THIS IS NOT A  
 COMPOSITE, PAGE 13 of 39  
 Page 3 of 7  
 February 10, 1994  
 Revised March 22, 1994  
 CERTIFIED COPY  
 of 697.50 feet, a chord bearing of South 33°57'53" West, and an arc distance  
 of 20.40 feet more or less to the POINT OF BEGINNING.

The above described parcel contains 1,038,646.24 square feet or 23.844 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS NO. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey, and based on the south line of the North Half of the Southeast Quarter of Section 29, Township 29 South, Range 20 East as being South 88°36'55" West.

Note: The deed bearing referred to in this legal description is based on a legal description recorded in Official Record book 4103, Page 1313 of the Public Records of Hillsborough County.

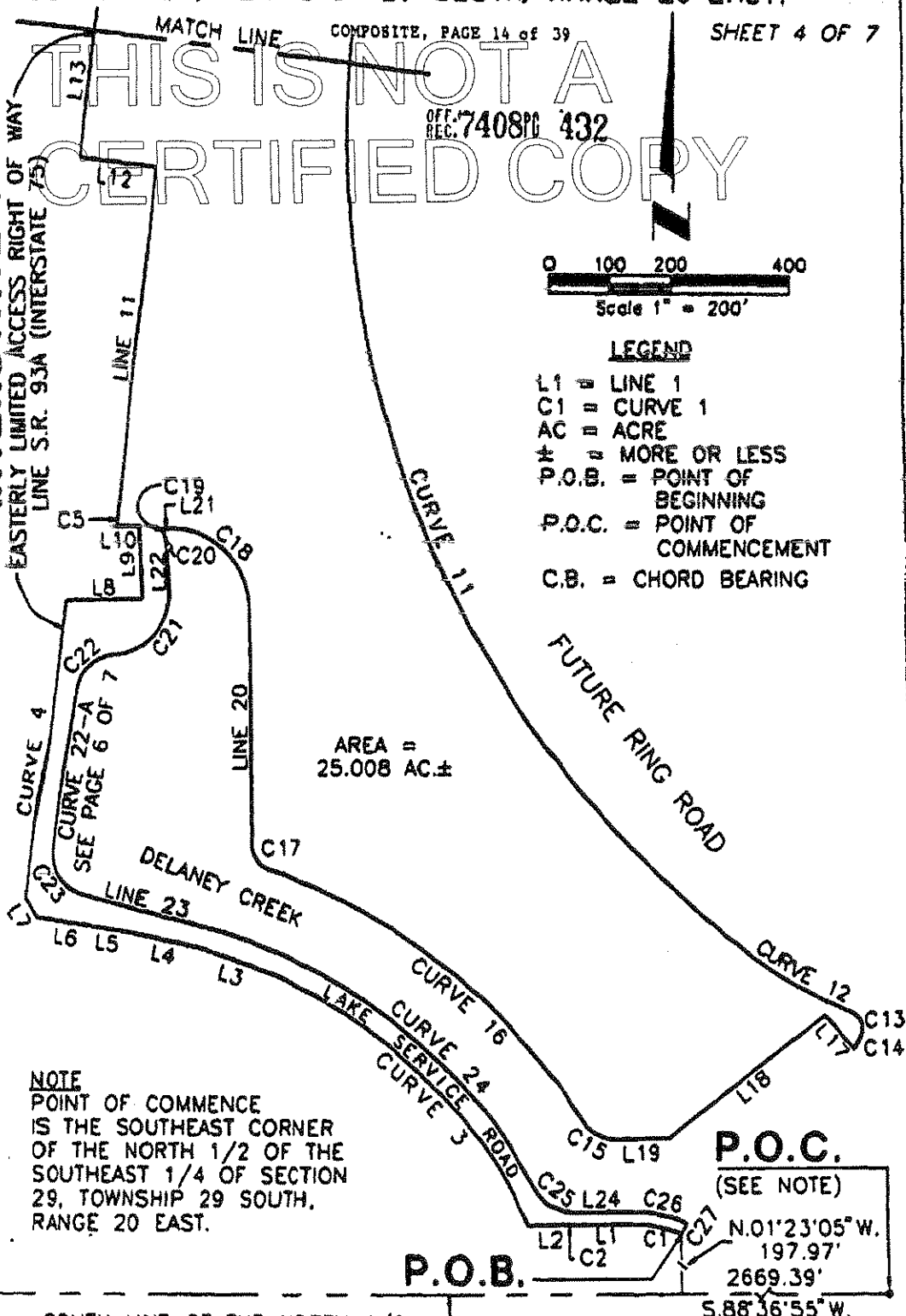
SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST,

COMPOSITE, PAGE 14 OF 39

SHEET 4 OF 7

INTERSTATE 75

EASTERLY LIMITED ACCESS RIGHT OF WAY  
LINE S.R. 93A (INTERSTATE 75)



0 100 200 400  
Scale 1" = 200'

LEGEND

- L1 = LINE 1
- C1 = CURVE 1
- AC = ACRE
- ± = MORE OR LESS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- C.B. = CHORD BEARING

AREA =  
25.008 AC.±

NOTE  
POINT OF COMMENCE  
IS THE SOUTHEAST CORNER  
OF THE NORTH 1/2 OF THE  
SOUTHEAST 1/4 OF SECTION  
29, TOWNSHIP 29 SOUTH,  
RANGE 20 EAST.

P.O.C.

(SEE NOTE)

N.01°23'05"W.

197.97'

2669.39'

S.88°36'55"W.

P.O.B.

SOUTH LINE OF THE NORTH 1/2  
OF THE SOUTHEAST 1/4 OF SECTION 29

SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: DEC. 28, 1993
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

SEE SHEET 7 OF 7  
FOR CERTIFICATION

**Greiner, Inc.**

7630 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA FL 33607-1462

LAKERO1.DWG

SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

COMPOSITE, PAGE 15 of 39

SHEET 5 OF 7

THIS IS NOT A  
CERTIFIED COPY

DEC. 7 408PM 433

NORTH LINE OF THE  
NORTHWEST 1/4 OF  
SECTION 29-29-20

INTERSTATE 75  
EASTERLY LIMITED ACCESS RIGHT OF WAY  
LINE S.R. 93A (INTERSTATE 75)

LAKE SERVICE ROAD

LINE 13

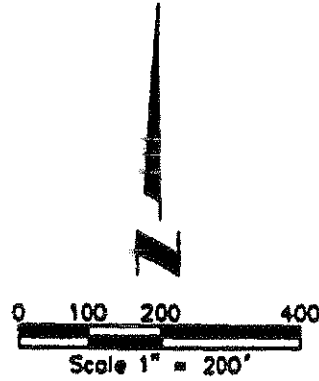
LINE 16

C9

C10

C11

MATCH LINE



LEGEND

- L14 = LINE 14
- C10 = CURVE 10
- S.R. = STATE ROAD

SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: DEC. 28, 1993
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

SEE SHEET 7 OF 7  
FOR CERTIFICATION

**Greiner, Inc.**

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA FL 33607-1462

LAKROW2.DWG

OFF. REC. 740870 434

# THIS IS NOT A CURVE TABLE

(PER SURVEY) (PER DEED)

LINE 1	S.89°46'48"W.	95.88'
LINE 2	S.88°34'31"W.	62.53'
LINE 3	N.71°01'29"W.	127.64'
LINE 4	N.77°48'53"W.	115.04'
LINE 5	N.81°32'14"W.	55.68'
LINE 6	N.81°32'18"W.	106.81'
LINE 7	N.35°39'32"W.	41.74'
LINE 8	N.88°38'49"E.	129.62'
LINE 9	N.01°21'11"W.	120.00'
LINE 10	S.88°38'49"W.	40.00'
LINE 11	N.07°06'41"E.	571.86'
LINE 12	N.82°52'38"W.	130.00'
LINE 13	N.07°06'35"E.	738.59'
LINE 16	S.49°20'30"E.	537.58'
LINE 17	N.39°47'43"W.	72.83'
LINE 18	S.52°42'21"W.	333.62'
LINE 19	S.88°38'55"W.	90.00'
LINE 20	N.00°00'00"E.	395.32'
LINE 21	S.88°38'49"W.	10.98'
LINE 22	S.01°21'11"E.	70.01'
LINE 23	S.75°33'05"E.	208.62'
LINE 24	N.89°46'48"E.	95.88'

CURVE 4  
 RADIUS = 11793.16'  
 DELTA = 02°26'46"  
 ARC LENGTH = 503.47'  
 CHORD = 503.43'  
 C.B. = N.09°03'56"E.

CURVE 5  
 RADIUS = 11863.16'  
 DELTA = 00°06'19"  
 ARC LENGTH = 21.77'  
 CHORD = 21.77'  
 C.B. = N.06°58'55"E.

CURVE 6  
 RADIUS = 1815.86'  
 DELTA = 24°54'15"  
 ARC LENGTH = 789.28'  
 CHORD = 783.08'  
 C.B. = N.19°32'53"E.

## CURVE TABLE

(PER SURVEY)

CURVE 22-A  
 RADIUS = 11829.16'  
 DELTA = 01°17'17"  
 ARC LENGTH = 265.92'  
 CHORD = 265.92'  
 C.B. = S.09°12'30"W.

## LINE TABLE

(PER DEED)

LINE 3	N.71°02'22"W.	127.64'
LINE 4	N.77°49'46"W.	115.04'
LINE 5	N.81°35'31"W.	55.68'
LINE 6	N.81°35'35"W.	106.81'
LINE 7	N.35°36'56"W.	41.70'
LINE 8	N.88°37'56"E.	129.62'
LINE 9	N.01°22'04"W.	120.00'
LINE 10	S.88°37'56"W.	40.00'
LINE 11	N.07°05'46"E.	571.86'
LINE 12	N.82°54'14"W.	130.00'
LINE 13	N.07°05'46"E.	1320.28'

NOTE:  
 CURVE TABLE (PER SURVEY)  
 CONTINUED ON PAGE 7 OF 7

## SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: DEC. 28, 1993
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

SEE SHEET 7 OF 7  
 FOR CERTIFICATION

**Greiner, Inc.**

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA FL 33607-1462

# THIS IS NOT A CERTIFIED COPY

## CURVE TABLE (PER SURVEY)

OFF. REC. 740816 435

CURVE 1  
RADIUS = 221.50'  
DELTA = 22°15'17"  
ARC LENGTH = 86.07'  
CHORD = 85.53'  
C.B. = N.79°05'24"W.

CURVE 2  
RADIUS = 91.00'  
DELTA = 07°08'17"  
ARC LENGTH = 11.34'  
CHORD = 11.33'  
C.B. = N.86°39'05"W.

CURVE 3  
RADIUS = 828.07'  
DELTA = 41°56'53"  
ARC LENGTH = 606.25'  
CHORD = 592.80'  
C.B. = N.45°54'19"W.

CURVE 4  
RADIUS = 11793.16'  
DELTA = 02°26'46"  
ARC LENGTH = 503.46"  
CHORD = 503.42'  
C.B. = N.09°05'37"E.

CURVE 5  
RADIUS = 11863.16'  
DELTA = 00°06'19"  
ARC LENGTH = 21.78'  
CHORD = 21.78'  
C.B. = N.07°09'15"E.

CURVE 9  
RADIUS = 182.00'  
DELTA = 05°36'42"  
ARC LENGTH = 17.83'  
CHORD = 17.82'  
C.B. = S.13°19'15"W.

CURVE 10  
RADIUS = 1048.00'  
DELTA = 11°40'54"  
ARC LENGTH = 213.67'  
CHORD = 213.30'  
C.B. = S.10°17'08"E.

CURVE 11  
RADIUS = 1698.00'  
DELTA = 56°15'00"  
ARC LENGTH = 1667.01'  
CHORD = 1600.86'  
C.B. = S.23°40'49"E.

CURVE 12  
RADIUS = 688.62'  
DELTA = 16°43'48"  
ARC LENGTH = 201.07'  
CHORD = 200.36'  
C.B. = S.60°10'13"E.

CURVE 13  
RADIUS = 30.00'  
DELTA = 92°56'56"  
ARC LENGTH = 48.67'  
CHORD = 43.50'  
C.B. = S.22°03'39"E.

CURVE 14  
RADIUS = 295.04'  
DELTA = 04°47'26"  
ARC LENGTH = 24.67'  
CHORD = 24.66'  
C.B. = S.26°48'33"W.

CURVE 15  
RADIUS = 58.90'  
DELTA = 59°52'41"  
ARC LENGTH = 61.55"  
CHORD = 58.79'  
C.B. = N.61°26'44"W.

CURVE 16  
RADIUS = 989.07'  
DELTA = 39°13'17"  
ARC LENGTH = 677.06'  
CHORD = 663.92'  
C.B. = N.51°07'03"W.

CURVE 17  
RADIUS = 45.00'  
DELTA = 70°43'41"  
ARC LENGTH = 55.55"  
CHORD = 52.09'  
C.B. = N.35°21'51"W.

CURVE 18  
RADIUS = 130.00'  
DELTA = 91°21'11"  
ARC LENGTH = 207.27'  
CHORD = 186.01"  
C.B. = N.45°40'36"W.

CURVE 19  
RADIUS = 71.00'  
DELTA = 04°31'45"  
ARC LENGTH = 5.61'  
CHORD = 5.61'  
C.B. = S.18°05'21"W.

CURVE 20  
RADIUS = 91.00'  
DELTA = 19°00'00"  
ARC LENGTH = 30.18'  
CHORD = 30.04'  
C.B. = S.10°51'11"E.

CURVE 21  
RADIUS = 101.00'  
DELTA = 87°39'37"  
ARC LENGTH = 154.53'  
CHORD = 139.89'  
C.B. = S.42°28'37"W.

CURVE 22  
RADIUS = 71.00'  
DELTA = 77°44'35"  
ARC LENGTH = 96.34'  
CHORD = 89.12'  
C.B. = S.47°26'09"W.

CURVE 23  
RADIUS = 71.00'  
DELTA = 85°34'26"  
ARC LENGTH = 106.04'  
CHORD = 96.46'  
C.B. = S.32°56'05"E.

CURVE 24  
RADIUS = 864.07'  
DELTA = 47°34'10"  
ARC LENGTH = 717.39'  
CHORD = 696.96'  
C.B. = S.51°56'13"E.

CURVE 25  
RADIUS = 71.00'  
DELTA = 62°04'04"  
ARC LENGTH = 76.91'  
CHORD = 73.21'  
C.B. = S.59°11'10"E.

CURVE 26  
RADIUS = 241.60'  
DELTA = 23°15'18"  
ARC LENGTH = 98.06"  
CHORD = 97.39"  
C.B. = S.78°35'25"E.

CURVE 27  
RADIUS = 697.50'  
DELTA = 01°40'34"  
ARC LENGTH = 20.40'  
CHORD = 20.40'  
C.B. = S.33°57'53"W.

### SKETCH NOT A SURVEY

JOB NUMBER:  
C1075.30DATE:  
DEC. 28, 1993CALCULATED BY:  
G.W.L.DRAWN BY:  
J.H.S.CHECKED BY:  
G.W.L.APPROVED BY:  
G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PURSUANT TO SECTION 118.02, FLORIDA STATUTES AND CHAPTER 61, FLORIDA ADMINISTRATIVE CODE.

BY: GARY W. LUTES, PLS #387 DATE: DEC 28 1993  
NOT VALID UNLESS SIGNED AND ENCLOSED WITH SURVEYOR'S SEAL

**Greiner, Inc.**

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA, FL 33621-1462

THIS IS NOT A

Page 1 of 2  
January 20, 1994

CERTIFIED COPY

OFF. REC. 7408 PG. 436

LEGAL DESCRIPTION  
(POND 30 AND CONSERVATION AREA)

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, State of Florida, more particularly described as follows:

Beginning at the Southeast corner of the West Half of the Northeast Quarter of said Section 29; thence South  $88^{\circ}39'10''$  West a distance of 26.48 feet; thence North  $00^{\circ}03'19''$  West a distance of 175.65 feet to a point of curvature; thence northwesterly along the arc of said curve to the left having a central angle of  $51^{\circ}00'00''$ , a radius of 538.50 feet, a chord bearing of North  $25^{\circ}33'19''$  West, and an arc distance of 479.33 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $52^{\circ}00'00''$ , a radius of 631.50 feet, a chord bearing of North  $25^{\circ}03'19''$  West, and an arc distance of 573.13 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the left having a central angle of  $28^{\circ}23'23''$ , a radius of 593.50 feet, a chord bearing of North  $13^{\circ}15'01''$  West, and an arc distance of 294.08 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $06^{\circ}46'20''$ , a radius of 211.50 feet, a chord bearing of North  $24^{\circ}03'33''$  West, and an arc distance of 25.00 feet; thence North  $62^{\circ}22'09''$  East a distance of 253.29 feet; thence North  $46^{\circ}10'06''$  West a distance of 10.03 feet; thence North  $32^{\circ}33'44''$  West a distance of 43.36 feet; thence North  $25^{\circ}41'41''$  East a distance of 175.00 feet; thence South  $56^{\circ}18'19''$  East a distance of 321.03 feet to the east line of the West Half of the Northeast Quarter of said Section 29; thence South  $00^{\circ}02'44''$  East (South  $00^{\circ}03'59''$  East (Deed)) along said east line, a distance of 1541.59 feet more or less to the POINT OF BEGINNING.

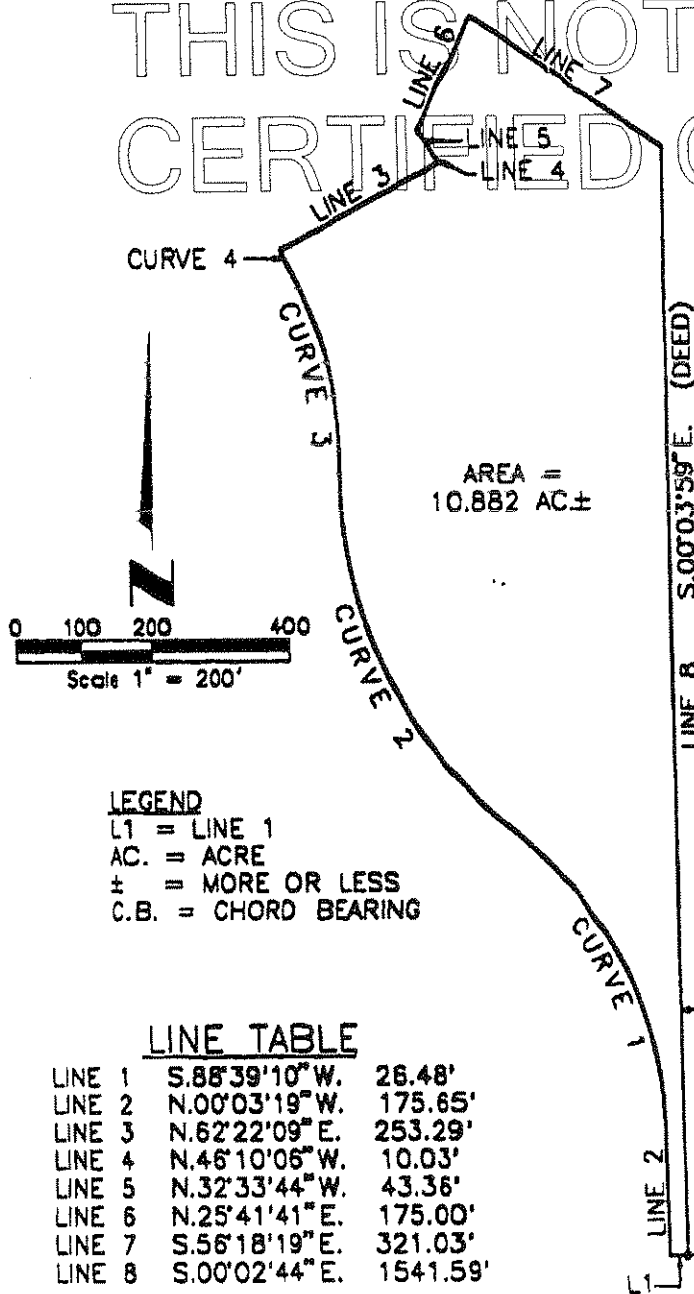
The above described parcel contains 473,996.47 square feet or 10.882 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS No. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey and based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East as being North  $00^{\circ}02'44''$  West.

Note: The deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Page 1313 of the Public Records of Hillsborough County.

THIS IS NOT A  
CERTIFIED COPY

OFF. 740810 437  
REC. 740810 437



### CURVE TABLE

#### CURVE 1

RADIUS = 538.50'  
DELTA = 51°00'00"  
ARC LENGTH = 479.33'  
CHORD = 463.66'  
C.B. = N.25°33'19"W.

#### CURVE 2

RADIUS = 631.50'  
DELTA = 52°00'00"  
ARC LENGTH = 573.13'  
CHORD = 553.66'  
C.B. = N.25°03'19"W.

#### CURVE 3

RADIUS = 593.50'  
DELTA = 28°23'23"  
ARC LENGTH = 294.08'  
CHORD = 291.08'  
C.B. = N.13°15'01"W.

#### CURVE 4

RADIUS = 211.50'  
DELTA = 06°46'20"  
ARC LENGTH = 25.00'  
CHORD = 24.98'  
C.B. = N.24°03'33"W.

### LEGEND

L1 = LINE 1  
AC. = ACRE  
± = MORE OR LESS  
C.B. = CHORD BEARING

### LINE TABLE

LINE 1	S.88°39'10"W.	26.48'
LINE 2	N.00°03'19"W.	175.65'
LINE 3	N.62°22'09"E.	253.29'
LINE 4	N.46°10'06"W.	10.03'
LINE 5	N.32°33'44"W.	43.36'
LINE 6	N.25°41'41"E.	175.00'
LINE 7	S.56°18'19"E.	321.03'
LINE 8	S.00°02'44"E.	1541.59'

EAST LINE OF THE  
WEST 1/2 OF THE  
NORTHEAST 1/4 OF  
SECTION 29-29-20

### POINT OF BEGINNING

SOUTHEAST CORNER OF  
THE WEST 1/2 OF THE  
NORTHEAST 1/4 OF  
SECTION 29-29-20

## POND 30 AND CONSERVATION AREA BRANDON TOWN CENTER

### SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: JAN. 03, 1994
CALCULATED BY: G. W.L.	DRAWN BY: J.H.S.
CHECKED BY: G. W.L.	APPROVED BY: G. W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PURSUANT TO SECTION 492.027, FLORIDA STATUTES AND CHAPTER 61D27, FLORIDA ADMINISTRATIVE CODE.

BY:

*[Signature]*  
GARY W. LUTES, PLS #387

DATE: 1/2/94

NOT VALID UNLESS SIGNED AND DRESSED WITH SURVEYOR'S SEAL

**Grelner, Inc.**

7550 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA, FL 33611-1452

Page 1 of 3  
November 20, 1991

# THIS IS NOT A LEGAL DESCRIPTION OFF. REC. 740816 438 CERTIFIED COPY

That part of the Northeast Quarter of Section 29 and the Southeast Quarter of Section 20, all in Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 29; thence South  $89^{\circ}53'41''$  East along the north line of said Northeast Quarter, a distance of 574.29 feet to the beginning of a non-tangent curve, said point also being the POINT OF BEGINNING; thence along the arc of said curve to the right having a central angle of  $07^{\circ}26'46''$ , a radius of 823.90 feet, a chord bearing of North  $31^{\circ}21'55''$  East, and an arc distance of 107.08 feet to a point of reverse curvature; thence along the arc of said curve to the left having a central angle of  $14^{\circ}30'54''$ , a radius of 682.75 feet, a chord bearing of North  $27^{\circ}49'14''$  East, and an arc distance of 172.96 feet; thence North  $15^{\circ}10'11''$  East, a distance of 91.38 feet; thence North  $24^{\circ}12'00''$  East, a distance of 200.64 feet to the southerly right-of-way line of State Road No. 60; thence South  $67^{\circ}46'54''$  East, along said southerly right-of-way line, a distance of 170.06 feet; thence South  $24^{\circ}09'13''$  West, a distance of 206.62 feet; thence South  $27^{\circ}41'53''$  West, a distance of 230.27 feet; thence South  $38^{\circ}40'31''$  West, a distance of 93.95 feet to the beginning of a non-tangent curve; thence along the arc of said curve to the left having a central angle of  $16^{\circ}59'11''$ , a radius of 687.49 feet, a chord bearing of South  $23^{\circ}59'57''$  West, and an arc distance of 203.82 feet; thence South  $16^{\circ}03'52''$  West, a distance of 239.33 feet; thence South  $15^{\circ}45'33''$  West, a distance of 25.04 feet; thence South  $08^{\circ}46'12''$  West, a distance of 96.85 feet; thence South  $15^{\circ}07'50''$  West, a distance of 98.07 feet to a point of curvature; thence along the arc of said curve to the left having a central angle of  $66^{\circ}49'27''$ , a radius of 55.11 feet, a chord bearing of South  $18^{\circ}16'34''$  East, and an arc distance of 64.27 feet; thence South  $38^{\circ}18'23''$  West, a distance of 20.50 feet to the beginning of a non-tangent curve; thence along the arc of said curve to the left having a central angle of  $24^{\circ}01'41''$ , a radius of 598.00 feet, a chord bearing of North  $63^{\circ}42'27''$  West, and an arc distance of 250.78 feet; thence North  $14^{\circ}16'42''$  East, a distance of 30.00 feet to the beginning of a non-tangent curve; thence along the arc of said curve to the left having a central angle of  $88^{\circ}46'18''$ , a radius of 75.00 feet, a chord bearing of North  $59^{\circ}53'33''$  East, and an arc distance of 116.20 feet; thence North  $15^{\circ}30'24''$  East, a distance of 376.38 feet to a point of curvature; thence along the arc of said curve to the right having a central angle of  $12^{\circ}07'30''$ , a radius of 823.90, a chord bearing of North  $21^{\circ}34'09''$  East, and an arc distance of 174.36 feet to the POINT OF BEGINNING.

The above described easement containing 185,131.46 square feet or 4.250 acres, more or less.

The above legal description is supported by a field survey performed by Heidt & Associates, Inc. under the direction of Walter C. Caldwell, P.L.S. No 850, said survey made June 1983 and the bearings shown herein are derived from said survey and based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East as being North  $00^{\circ}03'19''$  West.

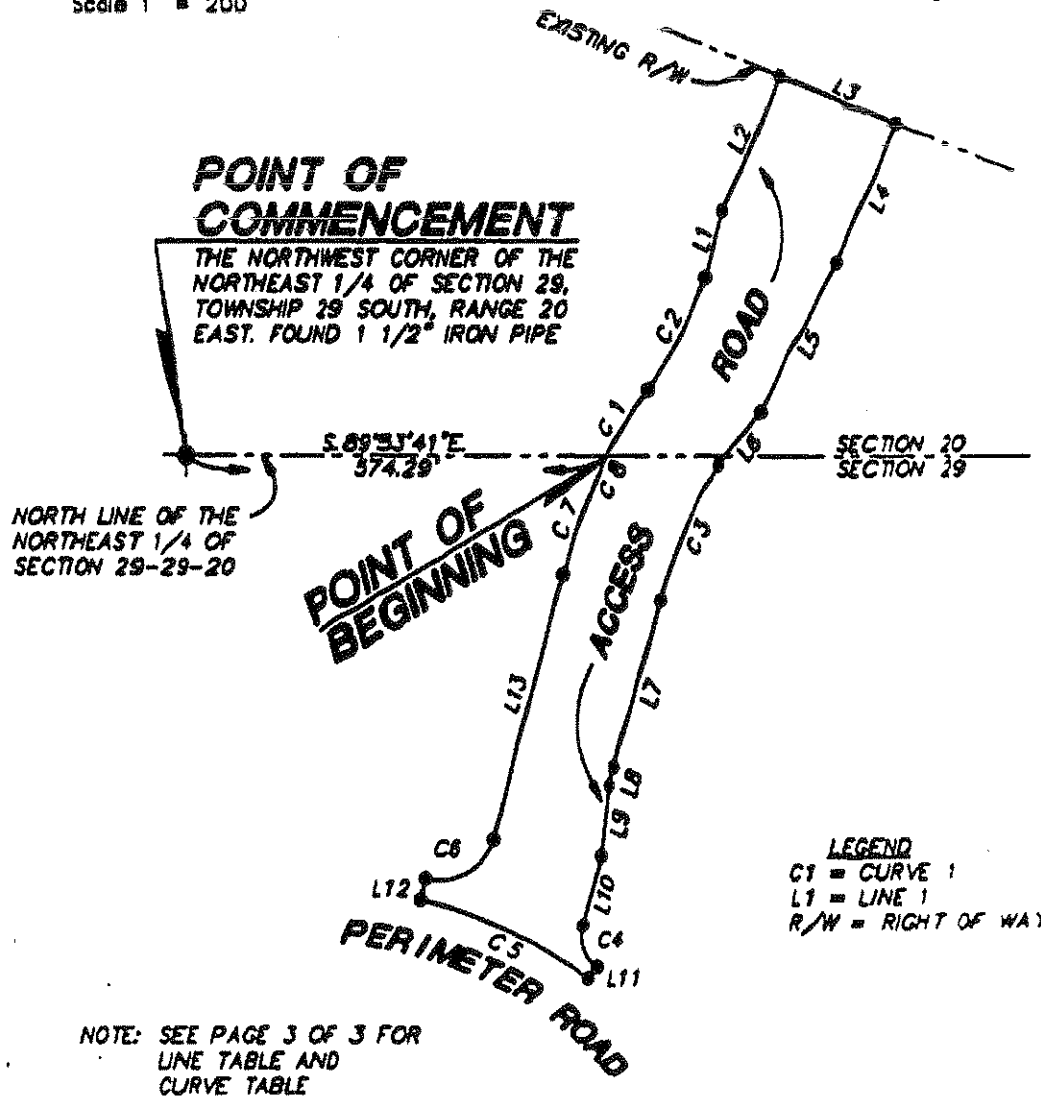


THIS IS NOT A  
CERTIFIED COPY

OFF: 7408 PG 439  
REC:

BRANDON BOULEVARD  
(S.R. 60)

0 100 200 400  
Scale 1" = 200'



### COMMON USE INGRESS-EGRESS EASEMENT

SKETCH NOT A SURVEY

JOB NUMBER: C1075.31	DATE: NOV. 20, 1991	(FOR SURVEYORS CERTIFICATION SEE PAGE 3)
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.	
CHECKED BY: G.W.L.	APPROVED BY: V.E.M.	<b>Greiner Inc.</b> 7550 W. COURTNEY CAMPBELL CALSEWAY TAMPA FL 33607-1462

# THIS IS NOT A CERTIFIED COPY

OFF: 7408PG 440  
REC: 7408PG 440LINE TABLE

LINE 1 N.15°10'11"E. 93.58'  
 LINE 2 N.24°12'00"E. 200.64'  
 LINE 3 S.67°46'54"E. 170.08'  
 LINE 4 S.24°09'13"W. 208.62'  
 LINE 5 S.27°41'53"W. 230.27'  
 LINE 6 S.38°40'51"W. 93.95'  
 LINE 7 S.16°03'52"W. 239.33'  
 LINE 8 S.15°45'33"W. 25.04'  
 LINE 9 S.08°46'12"W. 96.85'  
 LINE 10 S.15°07'50"W. 98.07'  
 LINE 11 S.38°18'23"W. 20.50'  
 LINE 12 N.14°16'42"E. 30.00'  
 LINE 13 N.15°30'24"E. 376.38'

CURVE TABLE

CURVE 1  
 RADIUS=823.90'  
 DELTA=07°26'48"  
 LENGTH=107.08'  
 CHORD=107.00'  
 TANGENT=53.81'  
 C.B.=N.31°21'55"E.

CURVE 4  
 RADIUS=55.11"  
 DELTA=68°49'27"  
 LENGTH=64.27'  
 CHORD=60.69'  
 TANGENT=38.35'  
 C.B.=S.18°16'54"E.

CURVE 7  
 RADIUS=823.90'  
 DELTA=12°07'30"  
 LENGTH=174.36'  
 CHORD=174.03'  
 TANGENT=87.51'  
 C.B.=N.21°34'09"E.

CURVE 2  
 RADIUS=682.75'  
 DELTA=14°30'54"  
 LENGTH=172.96'  
 CHORD=172.50'  
 TANGENT=86.95'  
 C.B.=N.27°49'14"E.

CURVE 5  
 RADIUS=598.00'  
 DELTA=24°01'41"  
 LENGTH=250.78'  
 CHORD=248.85'  
 TANGENT=127.26'  
 C.B.=N.63°42'27"W.

CURVE 8  
 RADIUS=823.90'  
 DELTA=19°34'16"  
 LENGTH=281.43'  
 CHORD=280.06'  
 TANGENT=142.10'  
 C.B.=N.25°17'46"E.

CURVE 3  
 RADIUS=687.49'  
 DELTA=16°39'11"  
 LENGTH=203.82'  
 CHORD=203.07'  
 TANGENT=102.66'  
 C.B.=S.23°39'57"W.

CURVE 6  
 RADIUS=75.00'  
 DELTA=88°46'18"  
 LENGTH=116.20'  
 CHORD=104.92'  
 TANGENT=73.40'  
 C.B.=N.59°33'33"E.

**COMMON USE INGRESS-EGRESS EASEMENT**

SKETCH NOT A SURVEY

JOB NUMBER:	DATE:
C1075.31	NOV. 20, 1991
CALCULATED BY:	DRAWN BY:
G.W.L.	J.H.S.
CHECKED BY:	APPROVED BY:
G.W.L.	J.E.M.

WE HEREBY CERTIFY THAT THE ATTACHED "SECTION AND LEGAL DESCRIPTION" IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER OUR DIRECTION AND THAT THIS SECTION MEETS THE INTENT OF THE MODULAR TECHNICAL STANDARDS FOR SURVEYING PURSUANT TO SECTION 172.081, FLORIDA STATUTES AND CHAPTER 600-6, FLORIDA ADMINISTRATIVE CODE.

By [Signature] DATE 11/20/91  
CARTER, LUTHER FLORIDA PLS. #4387

NOT VALID UNLESS SIGNED AND EMPOWERED WITH SURVEYOR'S SEAL

**Greiner Inc.**

1991 - COLLEEN CAMPBELL, CAUSEWAY, TAMPA, FL 33611-4442

THIS IS NOT A  
COMPOSITE, PAGE 23 of 39  
Page 1 of 5  
December 19, 1991  
Revised January 10, 1992  
Revised January 21, 1994  
CERTIFIED COPY

## ACCESS ROAD B

## Legal Description

That part of the Southeast Quarter of Section 29, and the Southwest Quarter of Section 28, all in Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as Part 1 and Part 2 as follows:

Part 1: Beginning at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence North  $45^{\circ}02'17''$  West, a distance of 147.50 feet to a point of curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $19^{\circ}30'00''$ , a radius of 1766.80 feet, a chord bearing of North  $35^{\circ}17'17''$  West, and an arc distance of 601.31 feet; thence North  $25^{\circ}32'17''$  West, a distance of 498.29 feet to a point of curvature; thence northwesterly along the arc of said curve to the left having a central angle of  $65^{\circ}47'56''$ , a radius of 221.50 feet, a chord bearing of North  $58^{\circ}26'15''$  West, and an arc distance of 254.37 feet; thence South  $88^{\circ}39'47''$  West, a distance of 30.62 feet to a point of curvature; thence southwesterly along the arc of said curve to the left having a central angle of  $90^{\circ}00'00''$ , a radius of 25.00 feet, a chord bearing of South  $43^{\circ}39'47''$  West, and an arc distance of 39.27 feet to Point "A"; thence North  $01^{\circ}20'16''$  West, a distance of 150.00 feet to a point of cusp; thence southeasterly along the arc of said curve to the left having a central angle of  $90^{\circ}00'00''$ , a radius of 25.00 feet, a chord bearing of South  $46^{\circ}20'13''$  East, and an arc distance of 39.27 feet; thence North  $88^{\circ}39'47''$  East, a distance of 30.62 feet to a point of curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $65^{\circ}47'56''$ , a radius of 321.50 feet, a chord bearing of South  $58^{\circ}26'15''$  East, and an arc distance of 369.21 feet; thence South  $25^{\circ}32'17''$  East, a distance of 498.29 feet to a point of curvature; thence southeasterly along the arc of said curve to the left having a central angle of  $19^{\circ}30'00''$ , a radius of 1666.80 feet, a chord bearing of South  $35^{\circ}17'17''$  East, and an arc distance of 567.28 feet; thence South  $45^{\circ}02'17''$  East, a distance of 47.48 feet to the east boundary of the North Half of the Southeast Quarter of said Section 29; continue South  $45^{\circ}02'17''$  East, a distance of 992.48 feet to the existing northwesterly right-of-way line of Providence Road; thence South  $44^{\circ}56'36''$  West along said northwesterly right-of-way line, a distance of 100.00 feet; thence North  $45^{\circ}02'17''$  West, a distance of 892.50 feet, more or less to the POINT OF BEGINNING.

The above described Part 1 contains 249,255.631 square feet or 5.722 acres, more or less.

Together With:

Part 2: Commencing at Point "A", previously described above; thence South  $88^{\circ}39'47''$  West, a distance of 100.00 feet to the POINT OF BEGINNING, said point also being the beginning of a non-tangent curve; thence northwesterly along the arc of said curve to the left having a central angle of  $90^{\circ}00'00''$ , a radius 25.00 feet, a chord bearing of North  $46^{\circ}20'13''$  West, and an arc distance of 39.27 feet; thence South  $88^{\circ}39'47''$  West, a distance of 294.25 feet to a point of curvature; thence southwesterly along the arc of said curve to the left having a central angle of  $88^{\circ}43'06''$ , a radius of 30.00 feet, a chord bearing of South  $44^{\circ}18'14''$  West, and an arc distance of 46.45 feet; thence North  $00^{\circ}03'19''$  West, a distance of 160.04 feet to a point of cusp; thence southeasterly along the arc of said curve to the left having a central angle of  $91^{\circ}16'54''$ , a radius of 30.00 feet, a chord bearing of South  $45^{\circ}41'46''$  East, and an arc distance of 47.80 feet; thence North  $88^{\circ}39'47''$  East, a distance of

# THIS IS NOT A CERTIFIED COPY

OFF. 7408PG 440  
REC.LINE TABLE

LINE 1 N.15°10'11"E. 93.38'  
 LINE 2 N.24°12'00"E. 200.64'  
 LINE 3 S.67°46'54"E. 170.06'  
 LINE 4 S.24°09'13"W. 206.62'  
 LINE 5 S.27°41'53"W. 230.27'  
 LINE 6 S.38°40'51"W. 93.95'  
 LINE 7 S.16°03'52"W. 239.33'  
 LINE 8 S.15°45'33"W. 23.04'  
 LINE 9 S.08°46'12"W. 96.85'  
 LINE 10 S.15°07'50"W. 98.07'  
 LINE 11 S.38°18'23"W. 20.50'  
 LINE 12 N.14°16'42"E. 30.00'  
 LINE 13 N.15°30'24"E. 376.38'

CURVE TABLE

CURVE 1  
 RADIUS=823.90'  
 DELTA=07°26'48"  
 LENGTH=107.06'  
 CHORD=107.00'  
 TANGENT=53.81'  
 C.B.=N.31°21'55"E.

CURVE 4  
 RADIUS=55.11"  
 DELTA=66°49'27"  
 LENGTH=64.27'  
 CHORD=60.89'  
 TANGENT=36.35'  
 C.B.=S.18°16'54"E.

CURVE 7  
 RADIUS=823.90'  
 DELTA=12°07'30"  
 LENGTH=174.36'  
 CHORD=174.03'  
 TANGENT=87.51'  
 C.B.=N.21°34'09"E.

CURVE 2  
 RADIUS=682.75'  
 DELTA=14°30'54"  
 LENGTH=172.96'  
 CHORD=172.50'  
 TANGENT=86.95'  
 C.B.=N.27°49'14"E.

CURVE 5  
 RADIUS=598.00'  
 DELTA=24°01'41"  
 LENGTH=250.78'  
 CHORD=248.85'  
 TANGENT=127.26'  
 C.B.=N.63°42'27"W.

CURVE 8  
 RADIUS=823.90'  
 DELTA=19°34'16"  
 LENGTH=281.43'  
 CHORD=280.06'  
 TANGENT=142.10'  
 C.B.=N.25°17'46"E.

CURVE 3  
 RADIUS=687.49'  
 DELTA=16°59'11"  
 LENGTH=203.82'  
 CHORD=203.07'  
 TANGENT=102.66'  
 C.B.=S.23°59'57"W.

CURVE 6  
 RADIUS=75.00'  
 DELTA=88°46'18"  
 LENGTH=116.20'  
 CHORD=104.92'  
 TANGENT=73.40'  
 C.B.=N.59°33'33"E.

**COMMON USE INGRESS-EGRESS EASEMENT****SKETCH NOT A SURVEY**

JOB NUMBER: C1075.31	DATE: NOV. 20, 1991	WE HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS PREPARED UNDER OUR DIRECTION AND THAT THIS DOCUMENT MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PURSUANT TO SECTION 476.07, FLORIDA STATUTES AND CHAPTER 200-6, FLORIDA ADMINISTRATIVE CODE.  BY <u>[Signature]</u> DATE <u>11/27/91</u> CARTER B. LUTZ, FLORIDA P.L.S. #3367 NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL  <b>Greiner Inc.</b> 1551 S. COURTESY CAMPBELL, CALIFORNIA 94015-4422
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.	
CHECKED BY: G.W.L.	APPROVED BY: J.E.M.	

THIS IS NOT A  
Page 1 of 5  
December 19, 1991  
Revised January 10, 1992  
Revised January 21, 1994  
COMPOSITE, PAGE 23 of 39  
CERTIFIED COPY

## ACCESS ROAD B

## Legal Description

That part of the Southeast Quarter of Section 29, and the Southwest Quarter of Section 28, all in Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as Part 1 and Part 2 as follows:

Part 1: Beginning at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence North  $45^{\circ}02'17''$  West, a distance of 147.50 feet to a point of curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $19^{\circ}30'00''$ , a radius of 1766.80 feet, a chord bearing of North  $35^{\circ}17'17''$  West, and an arc distance of 601.31 feet; thence North  $25^{\circ}32'17''$  West, a distance of 498.29 feet to a point of curvature; thence northwesterly along the arc of said curve to the left having a central angle of  $65^{\circ}47'56''$ , a radius of 221.50 feet, a chord bearing of North  $58^{\circ}26'15''$  West, and an arc distance of 254.37 feet; thence South  $88^{\circ}39'47''$  West, a distance of 30.62 feet to a point of curvature; thence southwesterly along the arc of said curve to the left having a central angle of  $90^{\circ}00'00''$ , a radius of 25.00 feet, a chord bearing of South  $43^{\circ}39'47''$  West, and an arc distance of 39.27 feet to Point "A"; thence North  $01^{\circ}20'16''$  West, a distance of 150.00 feet to a point of cusp; thence southeasterly along the arc of said curve to the left having a central angle of  $90^{\circ}00'00''$ , a radius of 25.00 feet, a chord bearing of South  $46^{\circ}20'13''$  East, and an arc distance of 39.27 feet; thence North  $88^{\circ}39'47''$  East, a distance of 30.62 feet to a point of curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $65^{\circ}47'56''$ , a radius of 321.50 feet, a chord bearing of South  $58^{\circ}26'15''$  East, and an arc distance of 369.21 feet; thence South  $25^{\circ}32'17''$  East, a distance of 498.29 feet to a point of curvature; thence southeasterly along the arc of said curve to the left having a central angle of  $19^{\circ}30'00''$ , a radius of 1666.80 feet, a chord bearing of South  $35^{\circ}17'17''$  East, and an arc distance of 567.28 feet; thence South  $45^{\circ}02'17''$  East, a distance of 47.48 feet to the east boundary of the North Half of the Southeast Quarter of said Section 29; continue South  $45^{\circ}02'17''$  East, a distance of 992.48 feet to the existing northwesterly right-of-way line of Providence Road; thence South  $44^{\circ}56'36''$  West along said northwesterly right-of-way line, a distance of 100.00 feet; thence North  $45^{\circ}02'17''$  West, a distance of 892.50 feet, more or less to the POINT OF BEGINNING.

The above described Part 1 contains 249,255.631 square feet or 5.722 acres, more or less.

Together With:

Part 2: Commencing at Point "A", previously described above; thence South  $88^{\circ}39'47''$  West, a distance of 100.00 feet to the POINT OF BEGINNING, said point also being the beginning of a non-tangent curve; thence northwesterly along the arc of said curve to the left having a central angle of  $90^{\circ}00'00''$ , a radius 25.00 feet, a chord bearing of North  $46^{\circ}20'13''$  West, and an arc distance of 39.27 feet; thence South  $88^{\circ}39'47''$  West, a distance of 294.25 feet to a point of curvature; thence southwesterly along the arc of said curve to the left having a central angle of  $88^{\circ}43'06''$ , a radius of 30.00 feet, a chord bearing of South  $44^{\circ}18'14''$  West, and an arc distance of 46.45 feet; thence North  $00^{\circ}03'19''$  West, a distance of 160.04 feet to a point of cusp; thence southeasterly along the arc of said curve to the left having a central angle of  $91^{\circ}16'54''$ , a radius of 30.00 feet, a chord bearing of South  $45^{\circ}41'46''$  East, and an arc distance of 47.80 feet; thence North  $88^{\circ}39'47''$  East, a distance of

THIS IS NOT A  
COMPOSITE, PAGE 24 of 39  
CERTIFIED COPY

Page 2 of 5  
December 19, 1991  
Revised January 10, 1992  
Revised January 21, 1994

OFF. REG. 74080 442

290.67 feet to a point of curvature; thence northeasterly along the arc of said curve to the left having a central angle of  $90^{\circ}00'00''$ , a radius of 25.00 feet, a chord bearing of North  $43^{\circ}39'47''$  East, and an arc distance of 39.27 feet; thence South  $01^{\circ}20'16''$  East, a distance of 150.00 feet, more or less to the POINT OF BEGINNING.

The above described Part 2 contains 35,401.314 square feet or 0.813 acres, more or less.

Aggregate area of Part 1 and Part 2 is 284,656.945 square feet or 6.535 acres, more or less.

Less and Except:

Exhibit "B-1":

That part of the Southeast Quarter of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence North  $00^{\circ}02'42''$  West along the east line of the North Half of the Southeast Quarter of said Section 29, a distance of 219.27 feet; thence South  $88^{\circ}36'55''$  West, a distance of 74.62 feet to the POINT OF BEGINNING; continue South  $88^{\circ}36'55''$  West, a distance of 130.91 feet to the beginning of a non-tangent curve; thence along the arc of a curve to the right having a central angle of  $10^{\circ}57'17''$ , a radius of 1766.80 feet, a chord bearing of North  $34^{\circ}42'29''$  West, and an arc distance of 337.81 feet; thence North  $60^{\circ}46'10''$  East, a distance of 100.00 feet to the beginning of a non-tangent curve; thence along the arc of a curve to the left having a central angle of  $13^{\circ}46'32''$ , a radius of 1666.80 feet, a chord bearing of South  $36^{\circ}07'06''$  East, and an arc distance of 400.75 feet more or less to the POINT OF BEGINNING.

The above described Parcel "B-1" contains 36,898.60 square feet or 0.847 acres more or less.  
and less and except:

Exhibit "B-3":

That part of Southeast Quarter of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence North 45°02'17" West, a distance of 147.50 feet to a point of curvature; thence along the arc of a curve to the right having a central angle of 04°51'10", a radius of 1766.80 feet, a chord bearing of North 42°37'11" West, and an arc distance of 149.64 feet; thence North 88°36'55" East, a distance of 130.91 feet to the beginning of a non-tangent curve; thence along the arc of a curve to the left having a central angle of 02°01'55", a radius of 1666.80 feet, a chord bearing of South 44°01'20" East, and an arc distance of 59.11 feet; thence South 45°02'17" East, a distance of 47.48 feet to the east line of the North Half of the Southeast Quarter of said Section 29; thence South 00°01'56" East (~~South 00°02'42"~~ East (Deed)) along said east line, a distance of 141.42 feet, more or less to the POINT OF BEGINNING.

The above described Parcel "B-3" contains 20, 212.15 square feet or 0.464 acres, more or less.

Aggregate area of Parcel B-1 and Parcel B-3 is 57,110.75 square feet or 1.311 acres, more or less.

The above legal descriptions are supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS, No. 4367, said survey made December 1993, and the bearings shown herein are derived from said survey and based on the south line of the North Half of the Southeast Quarter of Section 29, Township 29 South, Range 20 East as being South 88°36'55" West.

TOGETHER WITH:

Easement Estate rights over, under, across and through the above described Parcels "B-1" and "B-3", which parcels were conveyed in fee simple to Hillsborough County from Brandon Partners, Ltd., a Florida limited partnership, pursuant to that certain Special Warranty Deed, filed of record July 24, 1992, in Official Record Book 6680, page 167, and that certain Special Warranty Deed filed of record July 24, 1992, in Official Record Book 6680, page 194, of the Public Records of Hillsborough County, Florida, and said Special Warranty Deeds reserved unto the party of the first part therein, and its successors and assigns, an easement estate for ingress and egress to be used in common with all owners (and their successors and assigns) and lessees of the lands described in Exhibit "B" attached to the aforesaid Special Warranty Deeds, on a perpetual, non-exclusive basis.

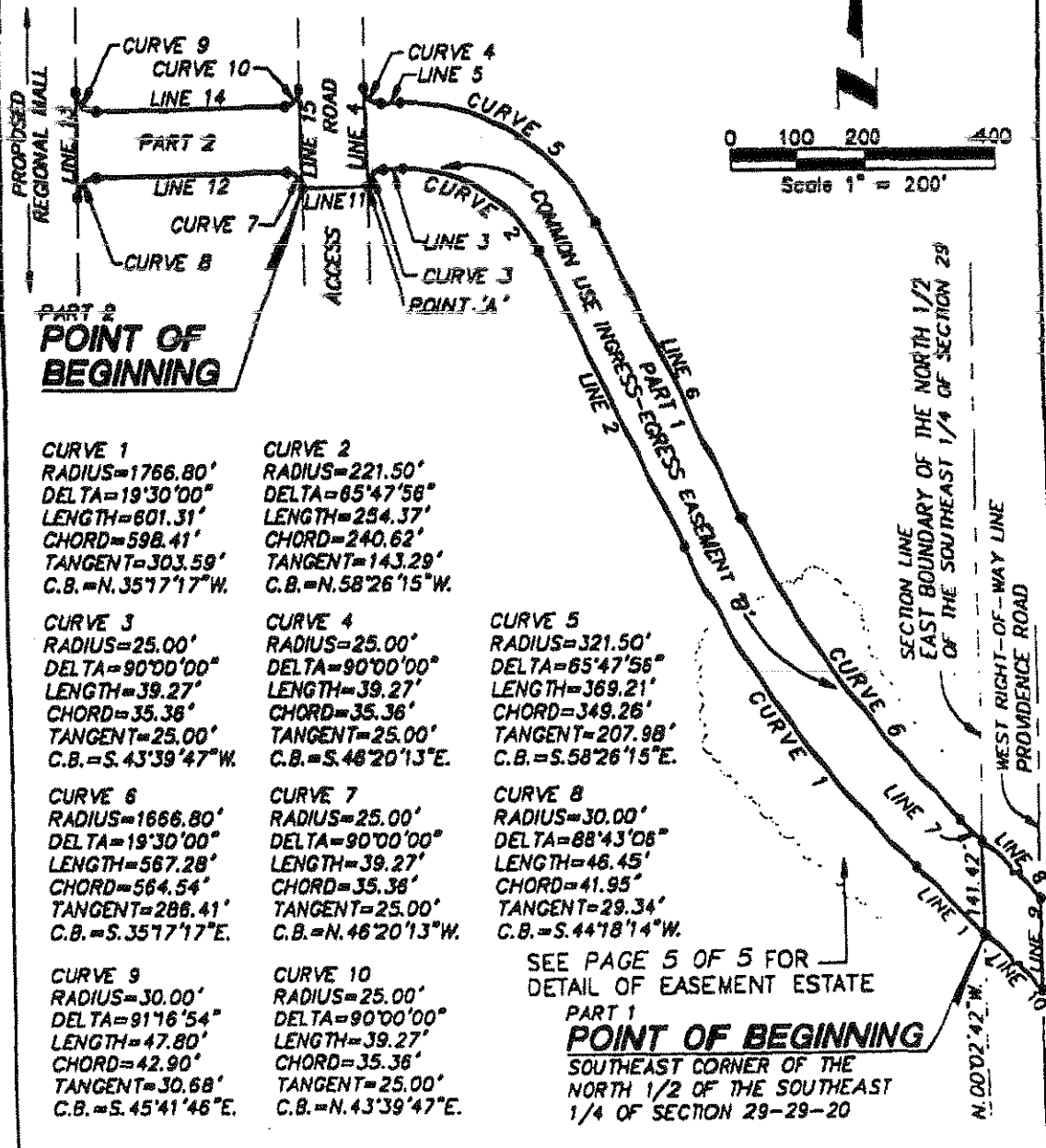
# SECTION 28 & 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

COMPOSITE, PAGE 26 of 39 LINE TABLE

PAGE 4 OF 5

LINE 1 N.45°02'17"W. 147.50'  
 LINE 2 N.25°32'17"W. 498.29'  
 LINE 3 S.88°39'47"W. 30.82'  
 LINE 4 N.01°20'18"W. 150.00'  
 LINE 5 N.88°39'47"E. 30.82'  
 LINE 6 S.25°32'17"E. 498.29'  
 LINE 7 S.45°02'17"E. 47.48'  
 LINE 8 S.45°02'17"E. 992.48'  
 LINE 9 S.44°56'36"W. 100.00'  
 LINE 10 N.45°02'17"W. 892.50'  
 LINE 11 S.88°39'47"W. 100.00'  
 LINE 12 S.88°39'47"W. 294.25'  
 LINE 13 N.00°03'19"W. 160.04'  
 LINE 14 N.88°39'47"E. 290.67'  
 LINE 15 S.01°20'16"E. 150.00'

OFF. 74088 444  
 REC. 74088 444



CURVE 1  
 RADIUS=1766.80'  
 DELTA=19°30'00"  
 LENGTH=601.31'  
 CHORD=598.41'  
 TANGENT=303.59'  
 C.B.=N.35°17'17"W.

CURVE 2  
 RADIUS=221.50'  
 DELTA=85°47'58"  
 LENGTH=254.37'  
 CHORD=240.62'  
 TANGENT=143.29'  
 C.B.=N.58°26'15"W.

CURVE 3  
 RADIUS=25.00'  
 DELTA=90°00'00"  
 LENGTH=39.27'  
 CHORD=35.36'  
 TANGENT=25.00'  
 C.B.=S.43°39'47"W.

CURVE 4  
 RADIUS=25.00'  
 DELTA=90°00'00"  
 LENGTH=39.27'  
 CHORD=35.36'  
 TANGENT=25.00'  
 C.B.=S.46°20'13"E.

CURVE 5  
 RADIUS=321.50'  
 DELTA=85°47'58"  
 LENGTH=369.21'  
 CHORD=349.26'  
 TANGENT=207.98'  
 C.B.=S.58°26'15"E.

CURVE 6  
 RADIUS=1666.80'  
 DELTA=19°30'00"  
 LENGTH=567.28'  
 CHORD=564.54'  
 TANGENT=286.41'  
 C.B.=S.35°17'17"E.

CURVE 7  
 RADIUS=25.00'  
 DELTA=90°00'00"  
 LENGTH=39.27'  
 CHORD=35.36'  
 TANGENT=25.00'  
 C.B.=N.46°20'13"W.

CURVE 8  
 RADIUS=30.00'  
 DELTA=88°43'08"  
 LENGTH=46.45'  
 CHORD=41.95'  
 TANGENT=29.34'  
 C.B.=S.44°18'14"W.

CURVE 9  
 RADIUS=30.00'  
 DELTA=91°16'54"  
 LENGTH=47.80'  
 CHORD=42.90'  
 TANGENT=30.68'  
 C.B.=S.45°41'46"E.

CURVE 10  
 RADIUS=25.00'  
 DELTA=90°00'00"  
 LENGTH=39.27'  
 CHORD=35.36'  
 TANGENT=25.00'  
 C.B.=N.43°39'47"E.

SEE PAGE 5 OF 5 FOR  
 DETAIL OF EASEMENT ESTATE

PART 1  
**POINT OF BEGINNING**  
 SOUTHEAST CORNER OF THE  
 NORTH 1/2 OF THE SOUTHEAST  
 1/4 OF SECTION 29-29-20

## COMMON USE INGRESS-EGRESS EASEMENT 'B'

### SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: 12-9-91
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

SEE PAGE 5 OF 5  
 FOR CERTIFICATION

**Grelner, Inc.**

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA, FL 33607-1462

AK-B.DWG

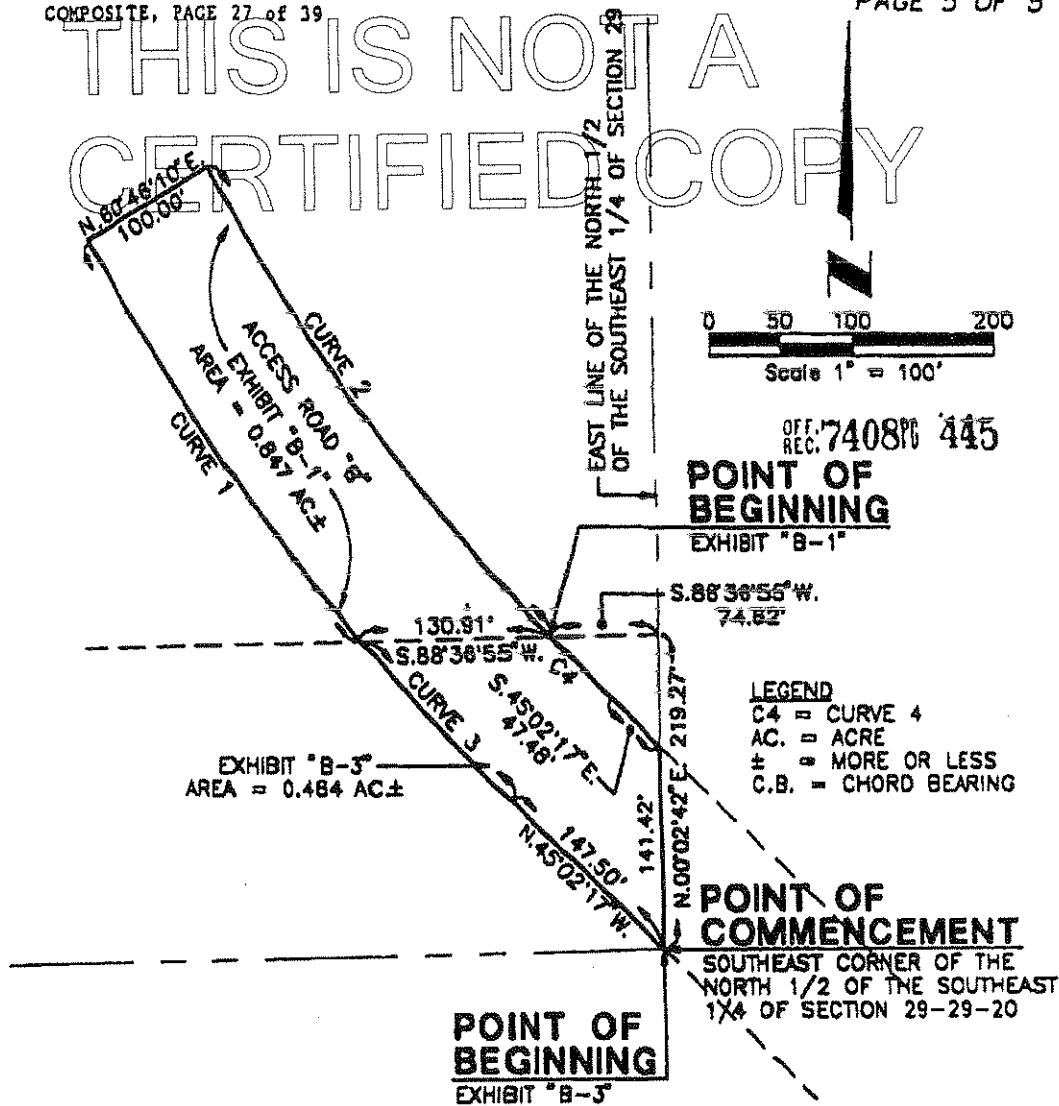


SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

COMPOSITE, PAGE 27 of 39

PAGE 5 OF 5

THIS IS NOT A  
CERTIFIED COPY



CURVE TABLE

<b>CURVE 1</b> RADIUS=1766.80' DELTA = 10°57'17" ARC LENGTH = 337.81' CHORD = 337.28' C.B. = N.34°42'29"W.	<b>CURVE 3</b> RADIUS=1766.80' DELTA = 04°51'10" ARC LENGTH = 149.64' CHORD = 149.80' C.B. = N.42°37'11"W.
<b>CURVE 2</b> RADIUS=1668.80' DELTA = 13°46'32" ARC LENGTH = 400.75' CHORD = 399.78' C.B. = S.36°07'08"E.	<b>CURVE 4</b> RADIUS=1668.80' DELTA = 02°01'55" ARC LENGTH = 59.11' CHORD = 59.11' C.B. = S.44°01'20"E.

ACCESS ROAD "B" EASEMENT ESTATES  
BRANDON TOWN CENTER

SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: JAN. 21, 1994
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE.

BY: *[Signature]* DATE: 1/21/94  
GARY W. LUTES, PLS #4367  
NOT VALID UNLESS SIGNED AND ENDORSED WITH SURVEYOR'S SEAL

**Gralner, Inc.**

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA FL 33637-1462

ESTABLISHED

CERTIFIED COPY

ACCESS ROAD D

OFF. REC. 74086 446

Legal Description

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence South 88°36'55" West along the south line of the North Half of the Southeast Quarter of said Section 29, a distance of 2647.94 feet to the Southwest corner thereof being the POINT OF BEGINNING; thence South 00°13'19" East, a distance of 1170.79 feet (South 00°15'31" East, 1171.20 feet (Deed)) along the east boundary line of the Southeast Quarter of the Southwest Quarter of said Section 29 to the north right-of-way line of Causeway Boulevard (State Road 676); thence South 88°31'16" West, a distance of 95.00 feet (South 88°31'49" West, 95.00 feet (Deed)) along said North right-of-way line; thence North 00°13'19" West, a distance of 1170.99 feet (North 00°15'31" West, 1171.27 (deed)) to the south boundary line of the Northeast Quarter of the Southwest Quarter of said Section 29; continue thence North 00°13'19" West, a distance of 1.00 foot to a point of curvature; thence northeasterly along the arc of said curve to the right having a central angle of 27°32'13", a radius of 297.50 feet, a chord bearing of North 13°32'37" East and an arc distance of 142.98 feet to a point of compound curvature; thence northeasterly along the arc of said curve to the right having a central angle of 26°24'47", a radius of 697.50 feet, a chord bearing of North 40°31'24" East and an arc distance of 321.54 feet; thence North 53°43'48" East, a distance of 46.81 feet to a point of curvature; thence northeasterly along the arc of said curve to the left having a central angle of 29°18'59", a radius of 295.04 feet, a chord bearing of North 39°04'19" East and an arc distance of 150.96 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the left having a central angle of 92°56'56" a radius of 30.00 feet, a chord bearing of North 22°03'39" West, and an arc distance of 48.67 feet to a point of cusp; thence southeasterly along the arc of said curve to the left having a central angle of 22°50'59", a radius of 688.62 feet, a chord bearing of South 79°57'36" East and an arc distance of 274.62 feet; thence South 88°36'55" West, a distance of 147.29 feet to the beginning of a non-tangent curve; thence southwesterly along the arc of said curve to the left having a central angle of 39°06'19", a radius of 27.50 feet, a chord bearing of South 41°36'56" West and an arc distance of 18.77 feet to a point of compound curvature; thence southwesterly along the arc of said curve to the right having a central angle of 31°40'02", a radius of 390.04 feet, a chord bearing of South 37°53'47" West and an arc distance of 215.57 feet; thence South 53°43'48" West, a distance of 46.81 feet to a point of curvature; thence southwesterly along the arc of said curve to the left having a central angle of 26°24'47", a radius of 602.50 feet, a chord bearing of South 40°31'24" West, and an arc distance of 277.75 feet to a point of compound curvature; thence southwesterly along the arc of said curve to the left having a central angle of 27°15'16", a radius of 202.50 feet, a chord bearing of South 13°41'50" West and an arc distance of 96.33 feet, more or less to the POINT OF BEGINNING.

The above described easement contains 177,001.82 square feet of 4.063 acres, more or less.

COMPOSITE, PAGE 29 of 39

# THIS IS NOT A CERTIFIED COPY

Page 2 of 5  
December 19, 1991  
Revised January 21, 1994

Less and Except:

Exhibit "B-2":

That part of the South Half of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence South  $88^{\circ}36'55''$  West along the south line of the North Half of the Southeast Quarter of said Section 29, a distance of 1396.36 feet; thence North  $01^{\circ}23'05''$  West, a distance of 219.21 feet; thence South  $88^{\circ}36'55''$  West, a distance of 1133.69 feet to the POINT OF BEGINNING; thence South  $88^{\circ}36'55''$  West, a distance of 124.13 feet to the beginning of a non-tangent curve; thence along the arc of a curve to the right having a central angle of  $18^{\circ}27'28''$ , a radius of 697.50 feet, a chord bearing of North  $44^{\circ}30'04''$  East, and an arc distance of 224.70 feet; thence North  $53^{\circ}43'48''$  East, a distance of 46.81 feet to a point of curvature; thence along the arc of a curve to the left having a central angle of  $24^{\circ}31'32''$ , a radius of 295.04 feet, a chord bearing of North  $41^{\circ}28'02''$  East, and an arc distance of 126.29 feet; thence South  $60^{\circ}47'45''$  East, a distance of 95.00 feet to the beginning of a non-tangent curve; thence along the arc of a curve to the right having a central angle of  $24^{\circ}31'32''$ , a radius of 390.04 feet, a chord bearing of South  $41^{\circ}28'02''$  West, and an arc distance of 166.96 feet; thence South  $53^{\circ}43'48''$  West, a distance of 46.81 feet to a point of curvature; thence along the arc of a curve to the left having a central angle of  $11^{\circ}23'32''$ , a radius of 602.50 feet, a chord bearing of South  $48^{\circ}02'02''$  West, and an arc distance of 119.80 feet, more or less to the POINT OF BEGINNING.

The above described Parcel "B-2" contains 34,805.68 square feet or 0.799 acres, more or less, and less and except:

Exhibit "B-4":

That part of the South Half of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence South  $88^{\circ}36'55''$  West along the south line of the North Half of the Southeast

THIS IS NOT A  
CERTIFIED COPY

OFF. REC. 740816 448

Quarter of said Section 29, a distance of 2647.94 feet to the Southwest corner of the North Half of the Southeast Quarter of Section 29, being the POINT OF BEGINNING; thence South  $88^{\circ}34'31''$  West along the south line of the North Half of the Southwest Quarter of said Section 29, a distance of 95.00 feet; thence North  $00^{\circ}13'19''$  West, a distance of 1.00 foot to a point of curvature; thence along the arc of a curve to the right having a central angle of  $27^{\circ}32'13''$ , a radius of 297.50 feet, a chord bearing of North  $13^{\circ}32'37''$  East, and an arc distance of 142.98 feet point of compound curvature; thence along the arc of a curve to the right having a central angle of  $07^{\circ}57'19''$ , a radius of 697.50 feet, a chord bearing of North  $31^{\circ}17'41''$  East, and an arc distance of 96.85 feet; thence North  $88^{\circ}36'55''$  East, a distance of 124.13 feet to the beginning of a non-tangent curve; thence along the arc of a curve to the left having a central angle of  $15^{\circ}01'15''$ , a radius of 602.50 feet, a chord bearing of South  $34^{\circ}49'39''$  West, and an arc distance of 157.95 feet to a point of compound curvature; thence along the arc of a curve to the left having a central angle of  $27^{\circ}15'16''$ , a radius of 202.50 feet, a chord bearing of South  $13^{\circ}41'50''$  West, and an arc distance of 96.33 feet, more or less to the POINT OF BEGINNING.

The above described Parcel "B-4" contains 23,450.62 square feet or 0.538 acres, more or less.

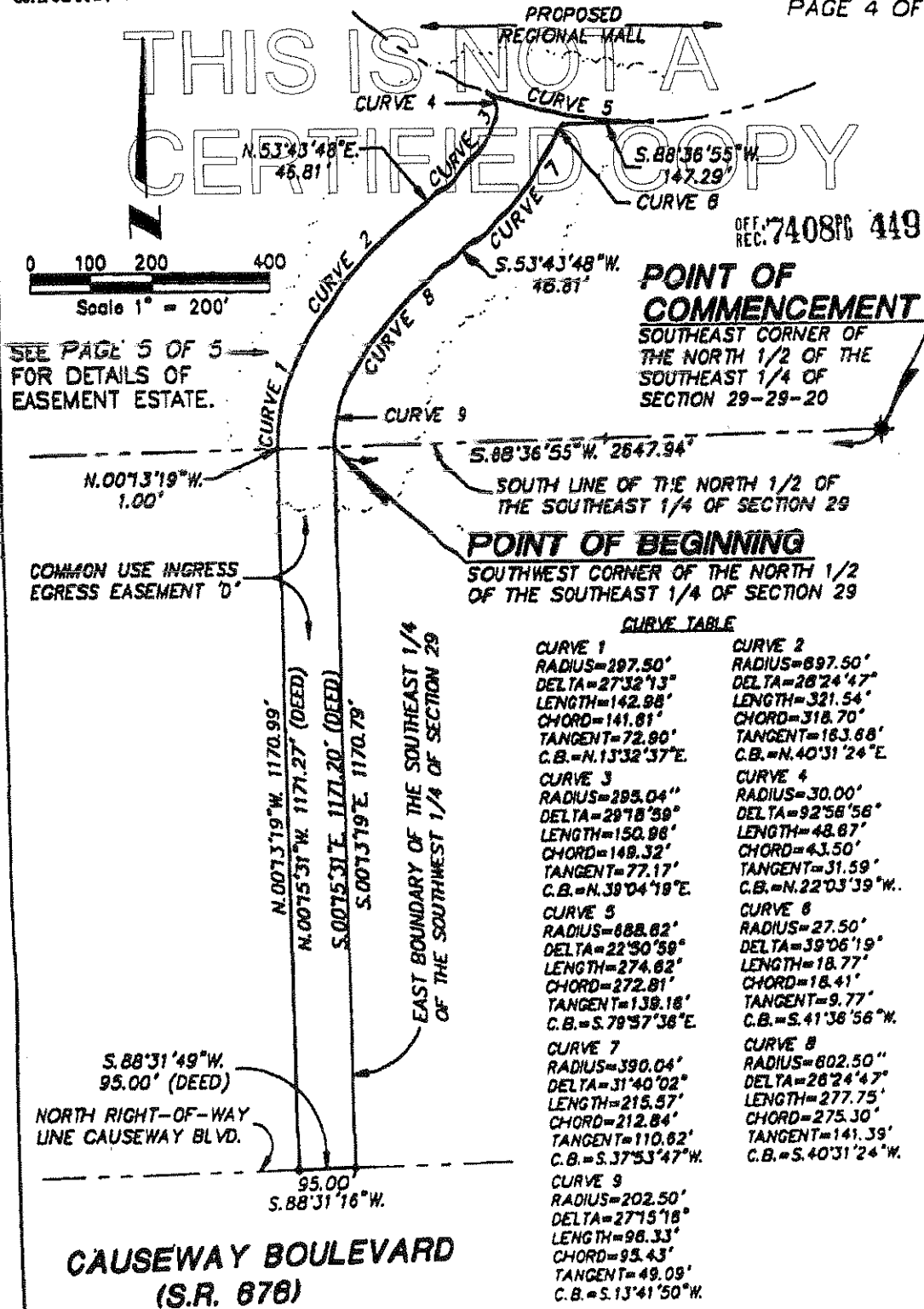
The aggregate area of Parcel B-2 and Parcel B-4 is 58,256.30 square feet or 1.337 acres, more or less.

The above legal descriptions are supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS No. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey and based on the south line of the North Half of the Southeast Quarter of Section 29, Township 29 South, Range 20 East, as being South  $88^{\circ}36'55''$  West.

Note: The deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Paged 1313 of the Public Records of Hillsborough County.

TOGETHER WITH:

Easement Estate rights over, under, across and through the above described Parcels "B-2" and "B-4", which parcels were conveyed in fee simple to Hillsborough County from Brandon Partners, Ltd., a Florida limited partnership, pursuant to that certain Special Warranty Deed, filed of record July 24, 1992, in Official Record Book 6680, page 174, and that certain Special Warranty Deed filed of record July 24, 1992, in Official Record Book 6680, page 184, and rerecorded on August 31, 1992, in Official Record Book 6716, page 922, of the Public Records of Hillsborough County, Florida, and said Special Warranty Deeds reserved unto the party of the first part therein, and its successors and assigns, an easement estate for ingress and egress to be used in common with all owners (and their successors and assigns) and lessees of the lands described in Exhibit "B" attached to the aforesaid Special Warranty Deeds, on a perpetual, non-exclusive basis.



**CAUSEWAY BOULEVARD  
(S.R. 678)**

**COMMON USE INGRESS-EGRESS EASEMENT 'D'**

**SKETCH NOT A SURVEY**

JOB NUMBER: C1075.30	DATE: DEC. 6, 1991
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

SEE PAGE 5 OF 5  
FOR CERTIFICATION

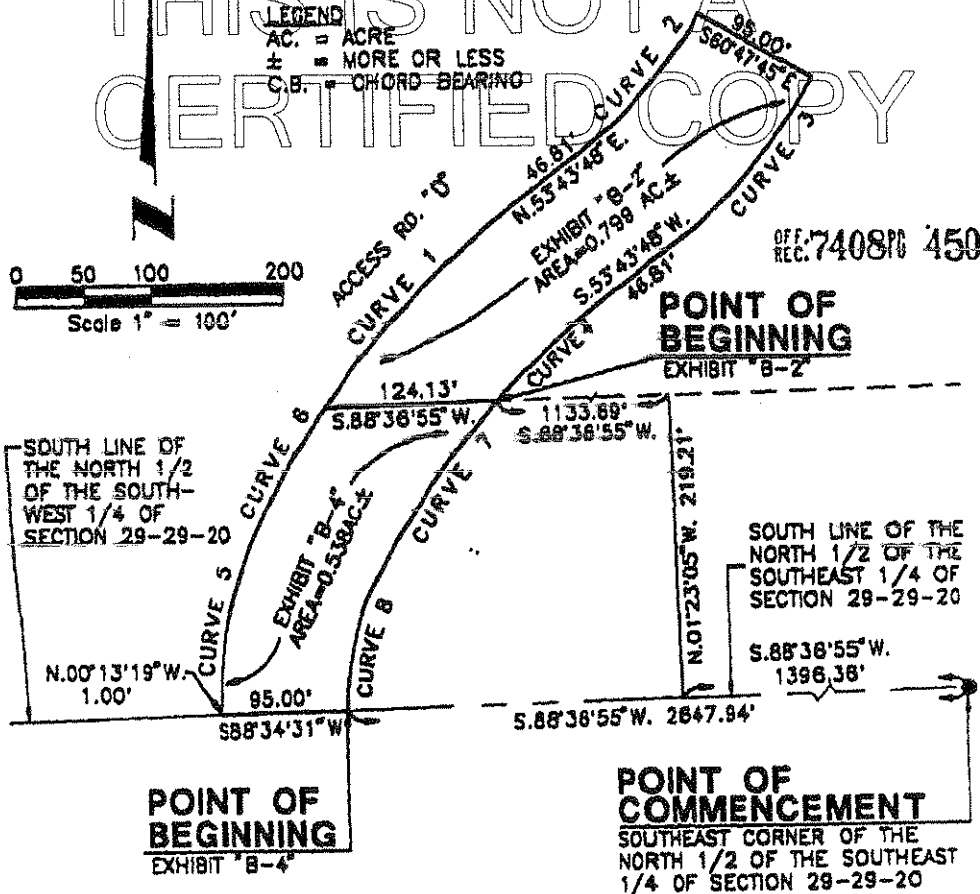
**Grelner, Inc.**

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA FL 33607-1452

# SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

COMPOSITE, PAGE 32 OF 39

PAGE 5 OF 5



## ACCESS ROAD "D" EASEMENT ESTATES BRANDON TOWN CENTER

### SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: JAN. 21, 1994
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PRESENTLY PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PRACTICE IN SECTION 476.02, FLORIDA STATUTES AND CHAPTER 1G17, FLORIDA ADMINISTRATIVE CODE.

BY: GARY W. LUTES, PLS #4367 DATE: 1/21/94  
 NOT VALID UNLESS SIGNED AND CROSSSED WITH SURVEYOR'S SEAL

**Grelner, Inc.**

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA FL 33617-1452

# THIS IS NOT A CERTIFIED COPY

Page 1 of 2  
January 4, 1994

LEGAL DESCRIPTION  
(DRAINAGE PARCEL)

OFF. REC. 74086 451

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, State of Florida, more particularly described as follows:

Beginning at the Southeast corner of the West Half of the Northeast Quarter of said Section 29; thence North  $88^{\circ}39'10''$  East (North  $88^{\circ}39'09''$  East (Deed)) along the north line of the Northeast Quarter of the Southeast Quarter of said Section 29, a distance of 298.46 feet; thence South  $01^{\circ}20'16''$  East a distance of 15.00 feet to a point of curvature; thence Southwesterly along the arc of said curve to the right having a central angle of  $90^{\circ}00'00''$ , a radius of 25.00 feet, a chord bearing of South  $43^{\circ}39'47''$  West, and an arc distance of 39.27 feet; thence South  $88^{\circ}39'47''$  West a distance of 290.47 feet to a point of curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $19^{\circ}44'35''$ , a radius of 30.00 feet, a chord bearing of North  $81^{\circ}27'56''$  West, and an arc distance of 10.34 feet; thence North  $00^{\circ}03'19''$  West a distance of 38.19 feet; thence North  $88^{\circ}39'10''$  East a distance of 26.48 feet more or less to the POINT OF BEGINNING.

The above described parcel contains 12,868.03 square feet or 0.295 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS NO. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey and based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East as being North  $00^{\circ}02'44''$  West.

Note: The deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Page 1313 of the Public Records of Hillsborough County.

## SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

COMPOSITE, PAGE 34 OF 39

PAGE 2 OF 2

THIS IS NOT A  
CERTIFIED COPY

## LINE TABLE

LINE 1	N.88°39'10"E.	298.46'
LINE 2	S.01°20'16"E.	15.00'
LINE 3	S.88°39'47"W.	290.67'
LINE 4	N.00°03'19"W.	38.19'
LINE 5	N.88°39'10"E.	26.48'

OFF. 740880 452  
REC. 740880

## CURVE TABLE

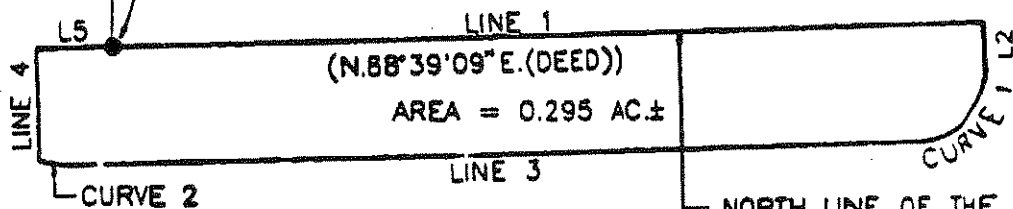
CURVE 1	CURVE 2
RADIUS = 25.00'	RADIUS = 30.00'
DELTA = 90°00'00"	DELTA = 19°44'35"
ARC LENGTH = 39.27'	ARC LENGTH = 10.34'
CHORD = 35.36'	CHORD = 10.29'
C.B. = S.43°39'47"W.	C.B. = N.81°27'56"W.

POINT OF  
BEGINNINGSOUTHEAST CORNER OF  
THE WEST 1/2 OF THE  
NORTHEAST 1/4 OF  
SECTION 29-29-20

## LEGEND

L1 = LINE 1  
AC. = ACRE  
± = MORE OR LESS  
C.B. = CHORD BEARING

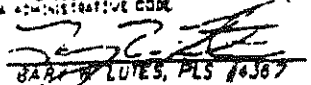
RING ROAD



ACCESS ROAD 'B'

NORTH LINE OF THE  
NORTHEAST 1/4 OF THE  
SOUTHEAST 1/4 OF  
SECTION 29-29-20DRAINAGE PARCEL  
BRANDON TOWN CENTER

## SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: DEC. 28, 1993	I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LOCAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PRESENTED IN SECTION 478.087, FLORIDA STATUTES AND CHAPTER 61A, FLORIDA ADMINISTRATIVE CODE. BY:  DATE: NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.	
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.	

Greiner, Inc.



Less and except the following described parcel:

# THIS IS NOT A CERTIFIED COPY

Page 1 of 2  
February 1, 1994  
REC: 740810 453

## LEGAL DESCRIPTION (DILLARDS)

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, State of Florida, more particularly described as follows:

Commence at the Southeast corner of the West Half of the Northeast Quarter of said Section 29; thence North  $00^{\circ}02'44''$  West (North  $00^{\circ}03'59''$  West (Deed)) along the east line of the West Half of the Northeast Quarter of said Section 29, a distance of 1857.80 feet; thence South  $89^{\circ}57'16''$  West a distance of 753.93 feet to the POINT OF BEGINNING; thence South  $46^{\circ}34'31''$  West a distance of 73.74 feet; thence North  $42^{\circ}30'02''$  West a distance of 57.24 feet; thence South  $42^{\circ}12'35''$  West a distance of 335.05 feet; thence South  $69^{\circ}39'21''$  West a distance of 65.88 feet; thence South  $52^{\circ}20'22''$  West a distance of 324.17 feet; thence South  $37^{\circ}39'40''$  East a distance of 54.40 feet; thence South  $49^{\circ}55'45''$  West a distance of 28.02 feet; thence South  $17^{\circ}45'01''$  East a distance of 120.20 feet; thence South  $73^{\circ}38'27''$  West a distance of 234.74 feet; thence North  $03^{\circ}15'07''$  East a distance of 59.27 feet; thence South  $72^{\circ}45'15''$  West a distance of 256.44 feet to the beginning of a non-tangent curve; thence northwesterly along the arc of said curve to the right having a central angle of  $02^{\circ}27'57''$ , a radius of 1132.50 feet, a chord bearing of North  $38^{\circ}35'31''$  West, and an arc distance of 48.74 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $70^{\circ}11'13''$ , a radius of 382.50 feet, a chord bearing of North  $02^{\circ}15'55''$  West, and an arc distance of 468.56 feet to a point of compound curvature; thence northeasterly along the arc of said curve to the right having a central angle of  $24^{\circ}31'44''$ , a radius of 1171.53 feet, a chord bearing of North  $45^{\circ}05'33''$  East, and an arc distance of 501.54 feet; thence North  $57^{\circ}21'25''$  East a distance of 37.33 feet to a point of curvature; thence northeasterly along the arc of said curve to the right having a central angle of  $11^{\circ}24'49''$ , a radius of 562.50 feet, a chord bearing of North  $63^{\circ}03'50''$  East, and an arc distance of 112.05 feet; thence South  $21^{\circ}13'45''$  East a distance of 13.00 feet to the beginning of a non-tangent curve; thence southeasterly along the arc of said curve to the right having a central angle of  $70^{\circ}11'36''$ , a radius of 549.50 feet, a chord bearing of South  $76^{\circ}07'58''$  East, and an arc distance of 673.20 feet more or less to the POINT OF BEGINNING

The above described parcel contains 580,150.57 square feet of 13.32 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS, No. 4367, said survey made December 1993 and the bearing shown herein are derived from said survey and based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East, as being North  $00^{\circ}02'44''$  West.

Note: The deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Page 1313 of the Public Records of Hillsborough County.

SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST,  
BRANDON TOWN CENTER

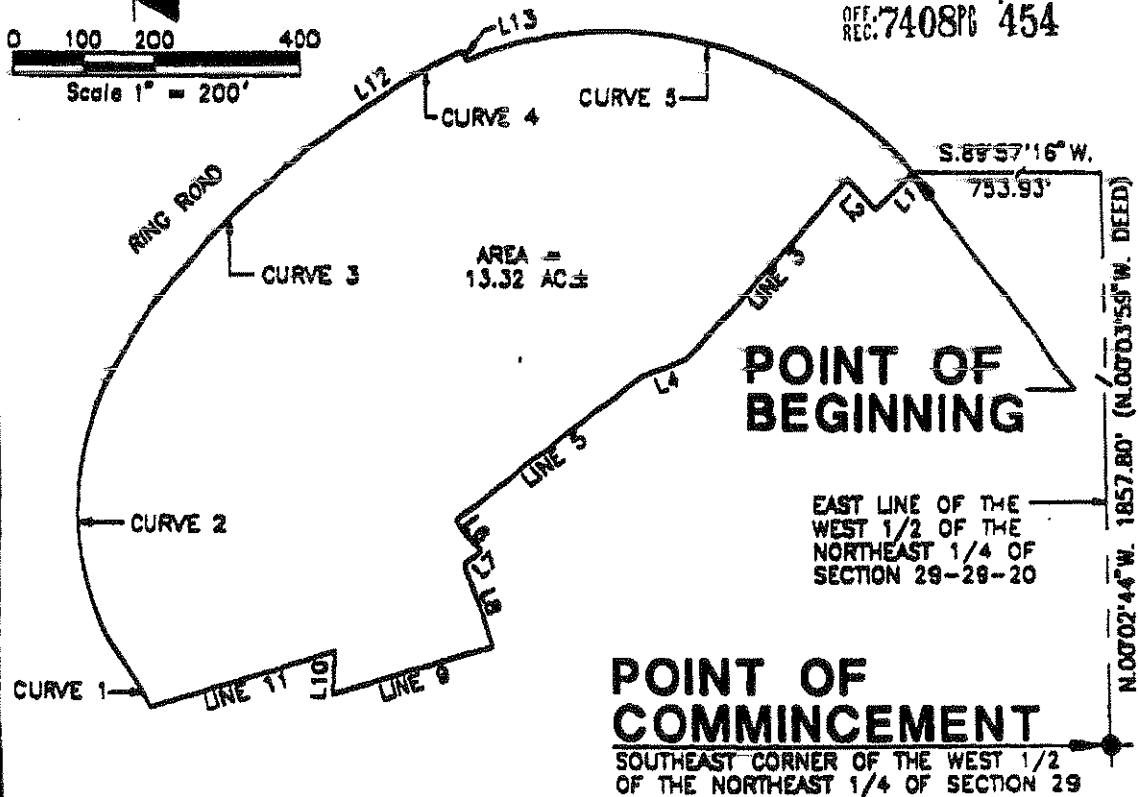
PAGE 2 OF 2

COMPOSITE, PAGE 36 OF 39

THIS IS NOT A  
CERTIFIED COPY

LEGEND

L1 = LINE 1  
AC = ACRE  
± = MORE OR LESS  
C.B. = CHORD BEARING  
DELTA = CENTRAL ANGLE



CURVE TABLE

**CURVE 1**  
RADIUS = 1132.50'  
DELTA = 02°27'57"  
ARC LENGTH = 48.74'  
C.B. = N.38°35'31\"W.

**CURVE 2**  
RADIUS = 382.50'  
DELTA = 70°11'13"  
ARC LENGTH = 468.58'  
C.B. = N.02°15'55\"W.

**CURVE 3**  
RADIUS = 1171.53'  
DELTA = 24°31'44"  
ARC LENGTH = 501.54'  
C.B. = N.45°05'33\"E.

**CURVE 4**  
RADIUS = 582.50'  
DELTA = 11°24'48"  
ARC LENGTH = 112.05'  
C.B. = N.83°03'50\"E.

**CURVE 5**  
RADIUS = 549.50'  
DELTA = 70°11'36"  
ARC LENGTH = 673.20'  
C.B. = S.76°07'58\"E.

LINE TABLE

LINE 1 S.48°34'31\"W. 73.74'  
LINE 2 N.42°30'02\"W. 57.24'  
LINE 3 S.42°12'35\"W. 335.05'  
LINE 4 S.88°38'21\"W. 65.88'  
LINE 5 S.52°20'22\"W. 324.17'  
LINE 6 S.37°38'40\"E. 54.40'  
LINE 7 S.49°55'45\"W. 28.02'  
LINE 8 S.17°45'01\"E. 120.20'  
LINE 9 S.73°38'27\"W. 234.74'  
LINE 10 N.03°15'07\"E. 59.27'  
LINE 11 S.72°45'15\"W. 256.44'  
LINE 12 N.57°21'25\"E. 37.33'  
LINE 13 S.21°13'45\"E. 13.00'

DILLARD PARCEL

SKETCH NOT A SURVEY

JCB NUMBER: C1075.30	DATE: JAN. 31, 1994
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT THE SAME MEETS THE INTENT OF THE MODERN TECHNICAL STANDARDS FOR SURVEYING PRACTICE IN SECTION 67B01, FLORIDA STATUTES AND CHAPTER 62D, FLORIDA ADMINISTRATIVE CODE.

BY: *[Signature]* DATE: *[Blank]*  
CARY W. LUTES, PLS #4367  
NOT VALID UNLESS SIGNED AND CORROBORATED WITH SURVEYOR'S SEAL

Greiner, Inc.

1655 WOODBURY CAMPBELL CAUSEWAY TAMPA FL 33607-4451

Less and except the following described parcel:

THIS IS NOT A

Page 1 of 3

June 22, 1993

Revised January 27, 1994

CERTIFIED COPY

LEGAL DESCRIPTION (J.C. PENNEY)

OFF. REC. 74080 455

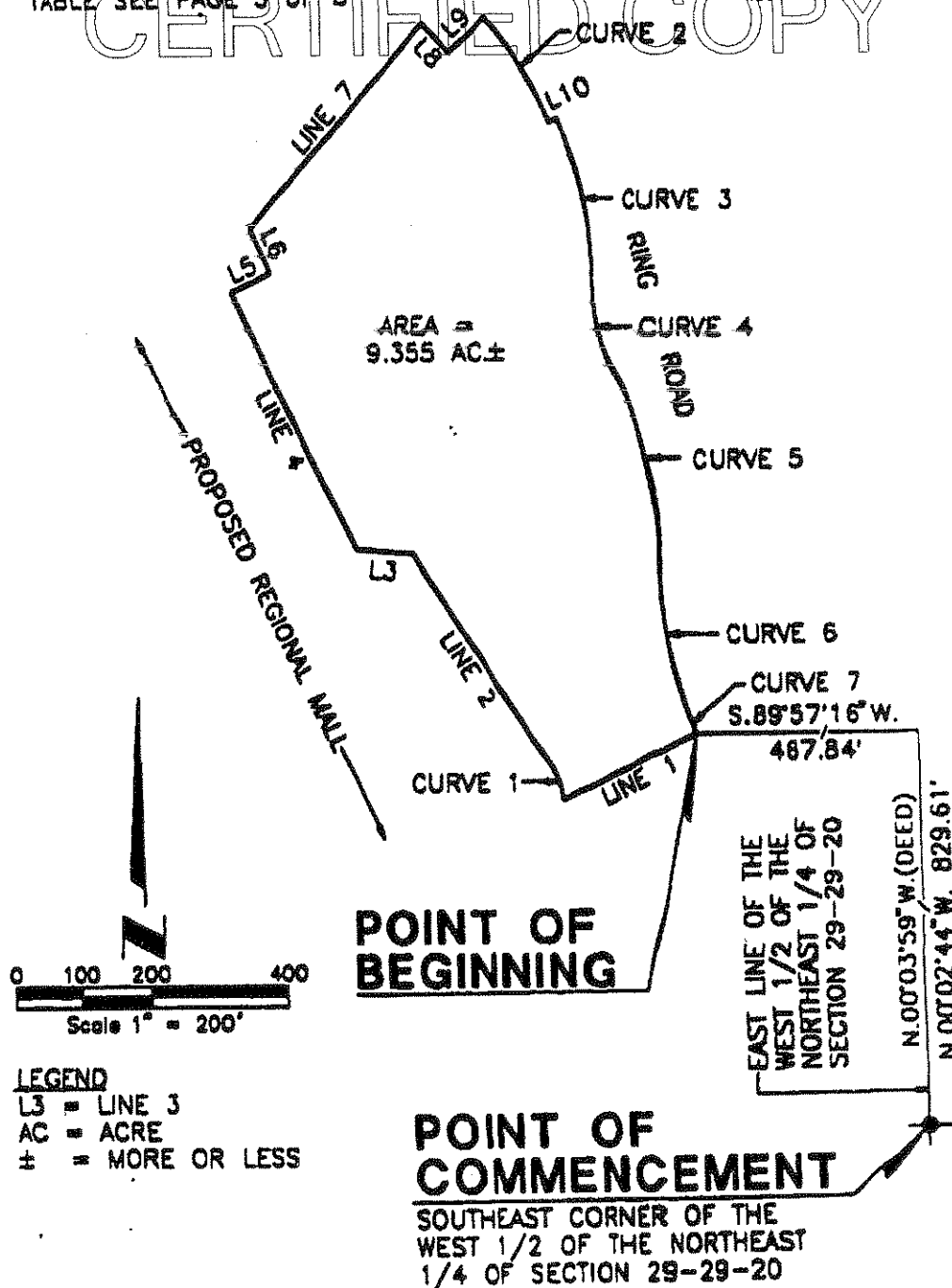
That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, State of Florida, more particularly described as follows:

Commence at the Southeast corner of the West Half of the Northeast Quarter of said Section 29; thence North  $00^{\circ}02'44''$  West (North  $00^{\circ}03'59''$  West (Deed)) along the east line of the West Half of the Northeast Quarter of said Section 29, a distance of 829.61 feet; thence South  $89^{\circ}57'16''$  West, a distance of 467.84 feet to the POINT OF BEGINNING; thence South  $64^{\circ}26'17''$  West, a distance of 216.95 feet to the beginning of a non-tangent curve; thence northwesterly along the arc of said curve to the left having a central angle of  $25^{\circ}14'52''$ , a radius of 125.17 feet, a chord bearing of North  $19^{\circ}48'08''$  West, and an arc distance of 33.16 feet; thence North  $32^{\circ}25'34''$  West, a distance of 363.24 feet; thence North  $85^{\circ}39'40''$  West, a distance of 84.81 feet; thence North  $25^{\circ}39'40''$  West, a distance of 408.50 feet; thence North  $64^{\circ}20'20''$  East, a distance of 66.23 feet; thence North  $25^{\circ}39'40''$  West, a distance of 69.85 feet; thence North  $42^{\circ}12'35''$  East, a distance of 389.83 feet; thence South  $42^{\circ}30'02''$  East, a distance of 57.24 feet; thence North  $46^{\circ}34'31''$  East, a distance of 73.74 feet to a point on a non-tangent curve; thence southeasterly along the arc of said curve to the right having a central angle of  $18^{\circ}23'32''$ , a radius of 549.50 feet, a chord bearing of South  $31^{\circ}50'24''$  East, and an arc distance of 176.39 feet; thence North  $67^{\circ}21'22''$  East, a distance of 13.00 feet to a point on a non-tangent curve; thence southeasterly along the arc of said curve to the right having central angle of  $24^{\circ}04'33''$ , a radius of 562.50 feet, a chord bearing of South  $10^{\circ}36'21''$  East, and an arc distance of 236.36 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the left having a central angle of  $28^{\circ}52'38''$ , a radius of 267.50 feet, a chord bearing of South  $13^{\circ}00'24''$  East, and an arc distance of 134.82 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $28^{\circ}23'23''$ , a radius of 537.50 feet, a chord bearing of South  $13^{\circ}15'01''$  East, and an arc distance of 266.33 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the left having a central angle of  $20^{\circ}08'07''$ , a radius of 687.50 feet, a chord bearing of South  $09^{\circ}07'23''$  East, and an arc distance of 241.61 feet to a point of compound curvature; thence southeasterly along the arc of said curve to the left having a central angle of  $01^{\circ}10'25''$ , a radius of 1517.50, a chord bearing of South  $19^{\circ}46'39''$  East, and an arc distance of 31.09 feet; more or less to the POINT OF BEGINNING.

The above described parcel contains 407,493.58 square feet or 9.355 acres, more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS, No. 4367, said survey made December 1993 and the bearing shown herein are derived from said survey and based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East, as being North  $00^{\circ}02'44''$  West.

Note: The deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Page 1313 of the Public Records of Hillsborough County.

THIS IS NOT A  
COMPOSITE PAGE 38 OF 39NOTE:  
FOR LINE AND CURVE  
TABLE SEE PAGE 3 OF 3OFF. 7408PC-456  
REC. 7408PC-456

J. C. PENNEY PARCEL

SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: JAN. 27, 1994
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

SEE PAGE 3 OF 3  
FOR CERTIFICATION

Greiner, Inc.

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA, FL 33627-1462

CURVE TABLE

REF: 740816 457

CURVE 1  
 RADIUS = 125.17'  
 DELTA = 25°14'52"  
 ARC LENGTH = 55.18'  
 CHORD = 54.71'  
 C.B. = N.19°48'08"W.

CURVE 5  
 RADIUS = 537.50'  
 DELTA = 28°23'23"  
 ARC LENGTH = 286.33'  
 CHORD = 283.81'  
 C.B. = S.13°15'01"E.

CURVE 2  
 RADIUS = 549.50'  
 DELTA = 18°23'32"  
 ARC LENGTH = 178.39'  
 CHORD = 175.84'  
 C.B. = S.31°50'24"E.

CURVE 6  
 RADIUS = 687.50'  
 DELTA = 20°08'07"  
 ARC LENGTH = 241.61'  
 CHORD = 240.57'  
 C.B. = S.09°07'23"E.

CURVE 3  
 RADIUS = 562.50'  
 DELTA = 24°04'33"  
 ARC LENGTH = 236.36'  
 CHORD = 234.63'  
 C.B. = S.10°36'21"E.

CURVE 7  
 RADIUS = 1517.50'  
 DELTA = 01°10'25"  
 ARC LENGTH = 31.09'  
 CHORD = 31.09'  
 C.B. = S.18°46'39"E.

CURVE 4  
 RADIUS = 267.50'  
 DELTA = 28°52'38"  
 ARC LENGTH = 134.82'  
 CHORD = 133.40'  
 C.B. = S.13°00'24"E.

LEGEND

DELTA = CENTRAL ANGLE  
 C.B. = CHORD BEARING

LINE TABLE

LINE 1	S.84°26'17"W.	218.95'
LINE 2	N.32°25'34"W.	363.24'
LINE 3	N.85°39'40"W.	84.81'
LINE 4	N.25°39'40"W.	408.50'
LINE 5	N.64°20'20"E.	66.23'
LINE 6	N.25°39'40"W.	69.85'
LINE 7	N.42°12'35"E.	389.83'
LINE 8	S.42°30'02"E.	57.24'
LINE 9	N.46°34'31"E.	73.74'
LINE 10	N.67°21'22"E.	13.00'

**J. C. PENNEY PARCEL****SKETCH NOT A SURVEY**

JOB NUMBER: C1075.30	DATE: JAN. 27, 1994
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE REQUIREMENTS OF THE FLORIDA PROFESSIONAL STANDARDS FOR SURVEYING, PURSUANT TO SECTION 470.01, FLORIDA STATUTES AND CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE.

BY:

GARY R. LUTES, PLS #4387

DATE:

NOT VALID UNLESS SIGNED AND DATED WITH SURVEYOR'S SEAL

**Greiner, Inc.**

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA, FL 33627-1462

# THIS IS NOT A CERTIFIED COPY

LEGAL DESCRIPTION (J.C. PENNEY)

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, State of Florida, more particularly described as follows:

Commence at the Southeast corner of the West Half of the Northeast Quarter of said Section 29; thence North 00°02'44" West (North 00°03'59" West (Deed)) along the east line of the West Half of the Northeast Quarter of said Section 29, a distance of 829.61 feet; thence South 89°57'16" West, a distance of 467.84 feet to the POINT OF BEGINNING; thence South 64°26'17" West, a distance of 216.95 feet to the beginning of a non-tangent curve; thence northwesterly along the arc of said curve to the left having a central angle of 25°14'52", a radius of 125.17 feet, a chord bearing of North 19°48'08" West, and an arc distance of 55.16 feet; thence North 32°25'34" West, a distance of 363.24 feet; thence North 85°39'40" West, a distance of 84.81 feet; thence North 25°39'40" West, a distance of 408.50 feet; thence North 64°20'20" East, a distance of 66.23 feet; thence North 25°39'40" West, a distance of 69.85 feet; thence North 42°12'35" East, a distance of 389.83 feet; thence South 42°30'02" East, a distance of 57.24 feet; thence North 46°34'31" East, a distance of 73.74 feet to a point on a non-tangent curve; thence southeasterly along the arc of said curve to the right having a central angle of 18°23'32", a radius of 549.50 feet, a chord bearing of South 31°50'24" East, and an arc distance of 176.39 feet; thence North 67°21'22" East, a distance of 13.00 feet to a point on a non-tangent curve; thence southeasterly along the arc of said curve to the right having central angle of 24°04'33", a radius of 562.50 feet, a chord bearing of South 10°36'21" East, and an arc distance of 236.36 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the left having a central angle of 28°52'38", a radius of 267.50 feet, a chord bearing of South 13°00'24" East, and an arc distance of 134.82 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the right having a central angle of 28°23'23", a radius of 537.50 feet, a chord bearing of South 13°15'01" East, and an arc distance of 266.33 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the left having a central angle of 20°08'07", a radius of 687.50 feet, a chord bearing of South 09°07'23" East, and an arc distance of 241.61 feet to a point of compound curvature; thence southeasterly along the arc of said curve to the left having a central angle of 01°10'25", a radius of 1517.50, a chord bearing of South 19°46'39" East, and an arc distance of 31.09 feet; more or less to the POINT OF BEGINNING.

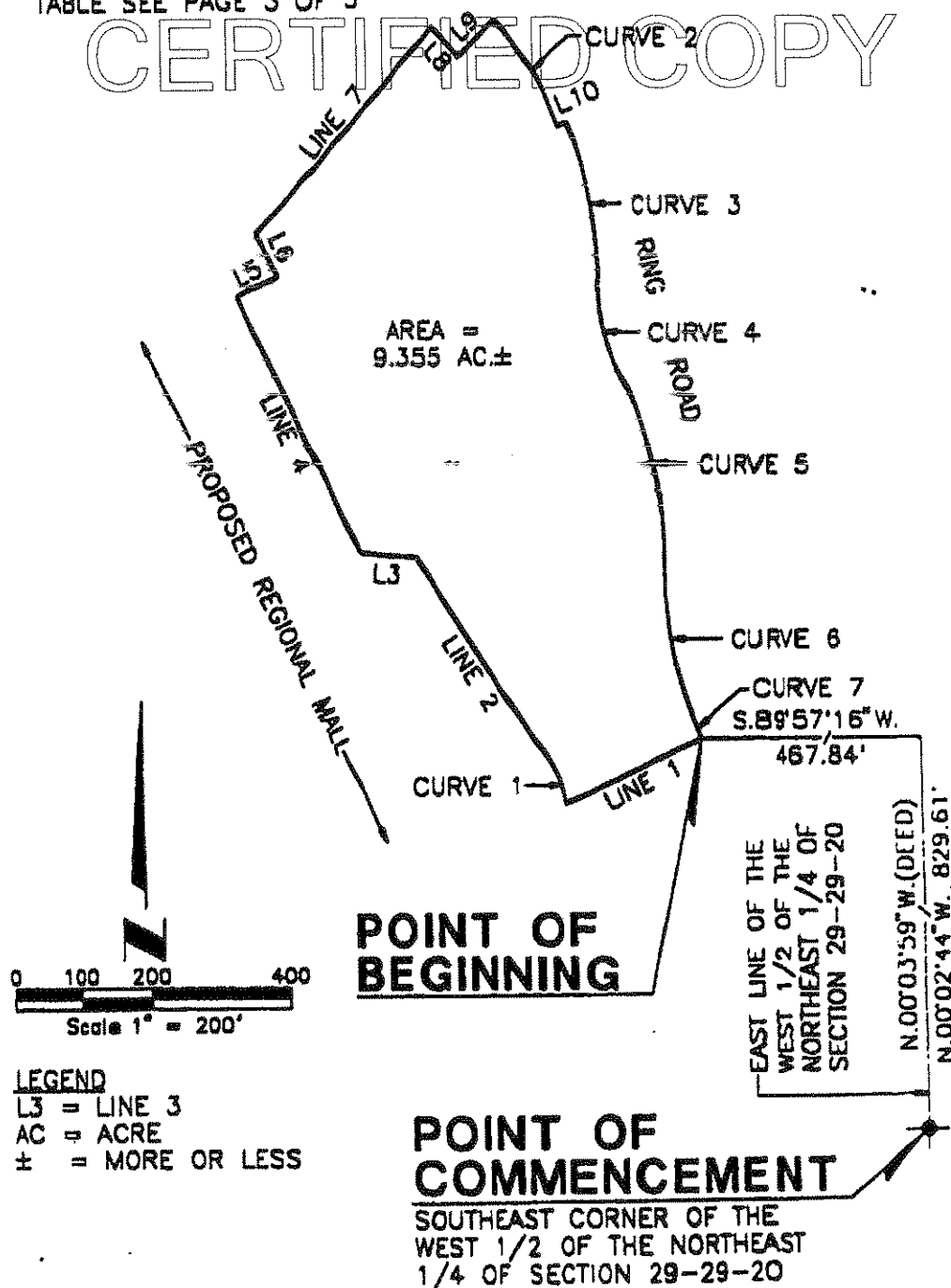
The above described parcel contains 407,493.58 square feet or 9.355 acres, more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS, No. 4367, said survey made December 1993 and the bearing shown herein are derived from said survey and based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East, as being North 00°02'44" West.

Note: The deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Page 1313 of the Public Records of Hillsborough County.

NOTE:  
FOR LINE AND CURVE  
TABLE SEE PAGE 3 OF 3

OFF. REC. 7408PC 459



LEGEND

L3 = LINE 3  
AC = ACRE  
± = MORE OR LESS

J. C. PENNEY PARCEL

SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: JAN. 27, 1994
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

SEE PAGE 3 OF 3  
FOR CERTIFICATION

Grelner, Inc.

7655 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA, FL 33611-4552

JCPENNEY.DWG

## CURVE TABLE

CURVE 1  
 RADIUS = 125.17'  
 DELTA = 25°14'52"  
 ARC LENGTH = 55.16'  
 CHORD = 54.71'  
 C.B. = N.19°48'08"W.

CURVE 2  
 RADIUS = 548.50'  
 DELTA = 18°23'32"  
 ARC LENGTH = 176.39'  
 CHORD = 175.64'  
 C.B. = S.31°50'24"E.

CURVE 3  
 RADIUS = 562.50'  
 DELTA = 24°04'33"  
 ARC LENGTH = 236.36'  
 CHORD = 234.63'  
 C.B. = S.10°36'21"E.

CURVE 4  
 RADIUS = 267.50'  
 DELTA = 28°52'38"  
 ARC LENGTH = 134.82'  
 CHORD = 133.40'  
 C.B. = S.13°00'24"E.

CURVE 5 OFF. 7408P 460  
 RADIUS = 537.50'  
 DELTA = 28°23'23"  
 ARC LENGTH = 266.33'  
 CHORD = 263.61'  
 C.B. = S.13°15'01"E.

CURVE 6  
 RADIUS = 687.50'  
 DELTA = 20°08'07"  
 ARC LENGTH = 241.61'  
 CHORD = 240.37'  
 C.B. = S.09°07'23"E.

CURVE 7  
 RADIUS = 1517.50'  
 DELTA = 01°10'25"  
 ARC LENGTH = 31.09'  
 CHORD = 31.09'  
 C.B. = S.19°46'39"E.

## LEGEND

DELTA = CENTRAL ANGLE  
 C.B. = CHORD BEARING

## LINE TABLE

LINE 1	S.64°26'17"W.	216.95'
LINE 2	N.32°25'34"W.	363.24'
LINE 3	N.85°39'40"W.	84.81'
LINE 4	N.25°39'40"W.	408.50'
LINE 5	N.64°20'20"E.	66.23'
LINE 6	N.25°39'40"W.	69.85'
LINE 7	N.42°12'35"E.	389.83'
LINE 8	S.42°30'02"E.	57.24'
LINE 9	N.46°34'31"E.	73.74'
LINE 10	N.67°21'22"E.	13.00'

## J. C. PENNEY PARCEL

## SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: JAN. 27, 1994
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED "DITCH AND LEGAL DESCRIPTION" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT THIS DEDICATED MEETS THE INTENT OF THE FOSTER TECHNICAL STANDARDS FOR SURVEYING PURSUANT TO SECTION 178.07, FLORIDA STATUTES AND CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE.

BY: GARY M. LUTES DATE: \_\_\_\_\_  
 GARY M. LUTES, PLS #4387  
 NOT VALID UNLESS SIGNED AND EMBOSSSED WITH SURVEYOR'S SEAL

**Grelner, Inc.**

7650 J. C. PENNEY CAMPBELL CAUSEWAY, TAMPA, FL 33617-1452

J. C. PENNEY



## EXHIBIT A

## PARCEL III

THIS IS NOT A  
CERTIFIED COPY

Page 1 of 2  
February 1, 1994

LEGAL DESCRIPTION  
(DILLARDS)

OFF. REC. 7408PG 461

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, State of Florida, more particularly described as follows:

Commence at the Southeast corner of the West Half of the Northeast Quarter of said Section 29; thence North  $00^{\circ}02'44''$  West (North  $00^{\circ}03'59''$  West (Deed)) along the east line of the West Half of the Northeast Quarter of said Section 29, a distance of 1857.80 feet; thence South  $89^{\circ}57'16''$  West a distance of 753.93 feet to the POINT OF BEGINNING; thence South  $46^{\circ}34'31''$  West a distance of 73.74 feet; thence North  $42^{\circ}30'02''$  West a distance of 57.24 feet; thence South  $42^{\circ}12'35''$  West a distance of 335.05 feet; thence South  $69^{\circ}39'21''$  West a distance of 65.88 feet; thence South  $52^{\circ}20'22''$  West a distance of 324.17 feet; thence South  $37^{\circ}39'40''$  East a distance 54.40 feet; thence South  $49^{\circ}53'45''$  West a distance of 28.02 feet; thence South  $17^{\circ}45'01''$  East a distance of 120.20 feet; thence South  $73^{\circ}38'27''$  West a distance of 234.74 feet; thence North  $03^{\circ}15'07''$  East a distance of 59.27 feet; thence South  $72^{\circ}45'15''$  West a distance of 256.44 feet to the beginning of a non-tangent curve; thence northwesterly along the arc of said curve to the right having a central angle of  $02^{\circ}27'57''$ , a radius of 1132.50 feet, a chord bearing of North  $38^{\circ}35'31''$  West, and an arc distance of 48.74 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $70^{\circ}11'13''$ , a radius of 382.50 feet, a chord bearing of North  $02^{\circ}15'55''$  West, and an arc distance of 468.56 feet to a point of compound curvature; thence northeasterly along the arc of said curve to the right having a central angle of  $24^{\circ}31'44''$ , a radius of 1171.53 feet, a chord bearing of North  $45^{\circ}05'33''$  East, and an arc distance of 501.54 feet; thence North  $57^{\circ}21'25''$  East a distance of 37.33 feet to a point of curvature; thence northeasterly along the arc of said curve to the right having a central angle of  $11^{\circ}24'49''$ , a radius of 562.50 feet, a chord bearing of North  $63^{\circ}03'50''$  East, and an arc distance of 112.05 feet; thence South  $21^{\circ}13'45''$  East a distance of 13.00 feet to the beginning of a non-tangent curve; thence southeasterly along the arc of said curve to the right having a central angle of  $70^{\circ}11'36''$ , a radius of 549.50 feet, a chord bearing of South  $76^{\circ}07'58''$  East, and an arc distance of 673.20 feet more or less to the POINT OF BEGINNING

The above described parcel contains 580,150.57 square feet of 13.32 acres more or less.

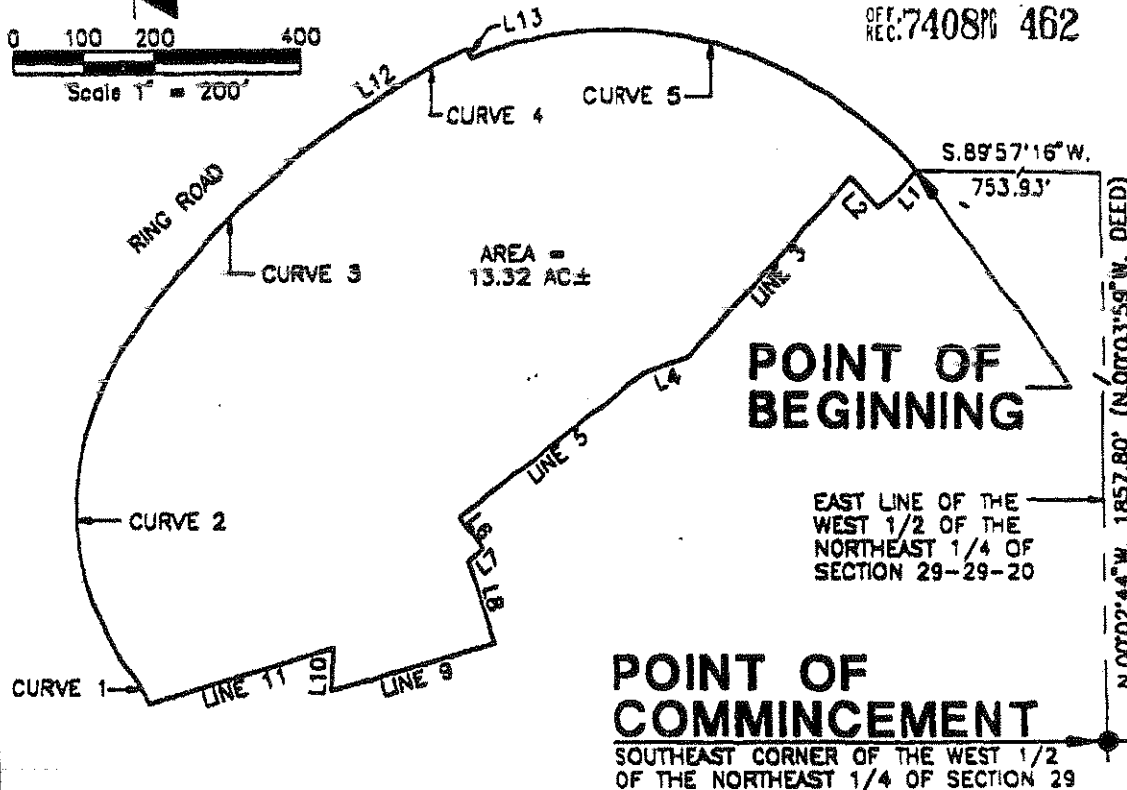
The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS, No. 4367, said survey made December 1993 and the bearing shown herein are derived from said survey and based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East, as being North  $00^{\circ}02'44''$  West.

Note: The deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Page 1313 of the Public Records of Hillsborough County.

THIS IS NOT A  
CERTIFIED COPY

LEGEND

L1 = LINE 1  
AC. = ACRE  
± = MORE OR LESS  
C.B. = CHORD BEARING  
DELTA = CENTRAL ANGLE



CURVE TABLE

**CURVE 1**  
RADIUS = 1132.50'  
DELTA = 02°27'57"  
ARC LENGTH = 48.74'  
C.B. = N.38°35'31"W.

**CURVE 2**  
RADIUS = 382.50'  
DELTA = 70°11'13"  
ARC LENGTH = 488.58'  
C.B. = N.02°15'55"W.

**CURVE 3**  
RADIUS = 1171.53'  
DELTA = 24°31'44"  
ARC LENGTH = 501.54'  
C.B. = N.45°05'33"E.

**CURVE 4**  
RADIUS = 562.50'  
DELTA = 11°24'49"  
ARC LENGTH = 112.05'  
C.B. = N.83°03'50"E.

**CURVE 5**  
RADIUS = 549.50'  
DELTA = 70°11'36"  
ARC LENGTH = 873.20'  
C.B. = S.76°07'58"E.

LINE TABLE

LINE 1 S.46°34'31"W. 73.74'  
LINE 2 N.42°30'02"W. 57.24'  
LINE 3 S.42°12'35"W. 335.05'  
LINE 4 S.89°38'21"W. 65.88'  
LINE 5 S.52°20'22"W. 324.17'  
LINE 6 S.37°38'40"E. 54.40'  
LINE 7 S.49°55'45"W. 28.02'  
LINE 8 S.17°45'01"E. 120.20'  
LINE 9 S.73°38'27"W. 234.74'  
LINE 10 N.03°15'07"E. 59.27'  
LINE 11 S.72°45'15"W. 256.44'  
LINE 12 N.57°21'25"E. 37.33'  
LINE 13 S.21°13'45"E. 13.00'

DILLARD PARCEL

SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: JAN. 31, 1994
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PRACTICE TO SECTION 478.087, FLORIDA STATUTES AND CHAPTER 61C17, FLORIDA ADMINISTRATIVE CODE.

BY: *[Signature]* DATE: *[Date]*  
GARY W. LUTES, PLS #4367  
NOT VALID UNLESS SIGNED AND DRESSED WITH SURVEYOR'S SEAL

**Greiner, Inc.**

7650 S. COURTNEY CAMPBELL CAUSEWAY, TAMPA, FL 33611-4453

# THIS IS NOT A LEGAL DESCRIPTION (SEARS)

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

OFF. REC. 7408PT 463

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence South 88°36'55" West along the south line of the North Half of the Southeast Quarter of said Section 29 a distance of 1382.02 feet; thence North 01°23'05" West a distance of 1153.30 feet to the beginning of a non-tangent curve, said point also being the POINT OF BEGINNING; thence southwesterly along the arc of said curve to the right having a central angle of 21°49'51", a radius of 482.50 feet, a chord bearing of South 11°31'37" West, and an arc distance of 183.84 feet to a point of compound curvature; thence southwesterly along the arc of said curve to the right having a central angle of 73°32'35", a radius of 735.50 feet, a chord bearing of South 39°12'49" West, and an arc distance of 944.06 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the right having a central angle of 32°12'34" a radius of 653.12 feet, a chord bearing of North 67°54'36" West, and an arc distance of 367.16 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the right having a central angle of 00°51'56", a radius of 1662.50 feet, a chord bearing of North 51°22'21" West, and an arc distance of 25.11 feet; thence North 52°20'21" East a distance of 539.92 feet, thence North 50°19'14" West a distance of 54.69 feet; thence North 52°20'20" East a distance of 457.23 feet; thence South 55°05'05" East a distance of 6.96 feet to a point of curvature; thence southeasterly along the arc of said curve to the right having a central angle of 17°25'25", a radius of 100.00 feet, a chord bearing of South 46°22'23" East, and an arc distance of 30.41 feet; thence South 37°39'40" East a distance of 216.83 feet; thence North 64°26'03" East a distance of 58.55 feet; thence South 05°33'57" East a distance of 30.33 feet; thence North 64°26'03" East a distance of 154.41 feet; thence South 00°03'43" East a distance of 31.58 feet; thence North 89°36'17" East a distance of 45.86 feet more or less to the POINT OF BEGINNING.

The above described parcel contains 494,191.31 square feet or 11.35 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS, No. 4367, said survey made December 1993, and the bearings shown herein are derived from said survey, and based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East as being North 00°02'44" West.

*Exhibit A*  
*Parcel I*

THIS IS NOT A  
CERTIFIED COPY

April 19, 1994  
Page 1 of 1  
OFF. REC. 7408PG 464

LEGAL DESCRIPTION (BURDINES)

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence South  $88^{\circ}36'55''$  West along the south line of the North Half of the Southeast Quarter of said Section 29 a distance of 2341.91 feet; thence North  $01^{\circ}23'05''$  West a distance of 1570.39 feet to the POINT OF BEGINNING; thence South  $25^{\circ}39'40''$  East a distance of 450.40 feet; thence South  $64^{\circ}20'20''$  West a distance of 77.21 feet; thence South  $50^{\circ}19'14''$  East a distance of 160.19 feet; thence South  $52^{\circ}20'21''$  West a distance of 539.92 feet to a point of curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $03^{\circ}58'07''$ , a radius of 1662.50 feet, a chord bearing of North  $48^{\circ}57'20''$  West and an arc distance of 115.16 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $45^{\circ}56'57''$ , a radius of 757.50 feet, a chord bearing of North  $23^{\circ}59'48''$  West and an arc distance of 607.49 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the right having angle of  $00^{\circ}38'19''$ , a radius of 6476.77 feet, a chord bearing of North  $00^{\circ}42'03''$  West and an arc distance of 72.20 feet; thence North  $73^{\circ}07'23''$  East a distance of 222.96 feet; thence North  $03^{\circ}07'19''$  East a distance of 30.33 feet; thence North  $73^{\circ}07'27''$  East a distance of 303.01 feet, more or less to the POINT OF BEGINNING.

The above described parcel contains 409,049.05 square feet or 9.39 acres, more or less.

THIS IS ~~NOT~~ A

CERTIFIED COPY

OFF REC 740811 465

LEGAL DESCRIPTION  
(REGIONAL MALL)

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, State of Florida, more particularly described as follows:

Commence at the Southeast corner of the West Half of the Northeast Quarter of said Section 29; thence North  $00^{\circ}02'44''$  West (North  $00^{\circ}03'59''$  West (Deed)) along the east line of the West Half of the Northeast Quarter of said Section 29, a distance of 11.71 feet; thence South  $89^{\circ}57'16''$  West a distance of 46.98 feet to the ~~POINT OF BEGINNING~~; thence South  $00^{\circ}03'19''$  East a distance of 183.98 feet to a point of curvature; thence southwesterly along the arc of said curve to the right having a central angle of  $22^{\circ}29'51''$ , a radius of 518.00 feet, a chord bearing of South  $11^{\circ}11'37''$  West, and an arc distance of 203.40 feet to a point of compound curvature; thence southwesterly along the arc of said curve to the right having a central angle of  $63^{\circ}45'56''$ , a radius of 771.00 feet, a chord bearing of South  $54^{\circ}19'30''$  West, and an arc distance of 858.06 feet; thence South  $88^{\circ}36'55''$  West a distance of 42.95 feet to the beginning of a non-tangent curve; thence northwesterly along the arc of said curve to the right having a central angle of  $39^{\circ}34'46''$ , a radius of 688.62 feet, a chord bearing of North  $71^{\circ}35'42''$  West, and an arc distance of 475.69 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $04^{\circ}50'03''$ , a radius of 1698.00 feet, a chord bearing of North  $49^{\circ}23'18''$  West, and an arc distance of 143.27 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $45^{\circ}56'57''$ , a radius of 793.00 feet, a chord bearing of North  $23^{\circ}59'48''$  West, and an arc distance of 635.96 feet to a point of compound curvature; thence northeasterly along the arc of said curve to the right having a central angle of  $03^{\circ}50'25''$ , a radius of 6512.27 feet, a chord bearing of North  $00^{\circ}53'54''$  East, and an arc distance of 436.50 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the left having a central angle of  $25^{\circ}24'59''$ , a radius of 1083.97 feet, a chord bearing of North  $09^{\circ}53'23''$  West, and an arc distance of 480.85 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the left having a central angle of  $21^{\circ}24'40''$ , a radius of 545.00 feet, a chord bearing of North  $33^{\circ}18'13''$  West, and an arc distance of 203.66 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $06^{\circ}38'59''$ , a radius of 1168.00 feet, a chord bearing of North  $40^{\circ}41'03''$  West, and an arc distance of 135.56 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $70^{\circ}11'14''$ , a radius of 418.00 feet, a chord bearing of North  $02^{\circ}15'56''$  West, and an arc distance of 512.05 feet to a point of compound curvature; thence northeasterly along the arc of said curve to the right having a central angle of  $24^{\circ}31'44''$ , a radius of 1207.03 feet, a chord bearing of North  $45^{\circ}05'33''$  East, and an arc distance of 516.74 feet; thence North  $57^{\circ}21'25''$  East a distance of 37.33 feet to a point of curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $70^{\circ}56'58''$ , a radius of 598.00 feet, a chord bearing of South  $87^{\circ}10'06''$  East, and an arc distance of 740.50 feet; thence North  $38^{\circ}18'23''$  East a distance of 20.50 feet to the beginning of a non-tangent curve; thence southeasterly along the arc of said curve to the right having a central angle of  $53^{\circ}07'32''$ , a radius of 618.50 feet, a chord bearing of South  $25^{\circ}07'51''$  East, and an arc distance of 573.48 feet to a point of reverse curvature;

THIS IS NOT A

Page 2 of 4  
January 20, 1994

OFF. REC. 74086 466

thence southeasterly along the arc of said curve to the left having a central angle of  $28^{\circ}42'37''$ , a radius of 211.50 feet, a chord bearing of South  $13^{\circ}00'24''$  East, and an arc distance of 106.60 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $28^{\circ}23'23''$ , a radius of 593.50 feet, a chord bearing of South  $13^{\circ}15'01''$  East, and an arc distance of 294.08 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the left having a central angle of  $30^{\circ}25'49''$ , a radius of 631.50 feet, a chord bearing of South  $14^{\circ}16'13''$  East, and an arc distance of 335.39 feet; thence South  $66^{\circ}21'46''$  West a distance of 26.29 feet to the beginning of a non-tangent curve; thence southeasterly along the arc of said curve to the left having a central angle of  $15^{\circ}40'27''$ , a radius of 1482.00 feet, a chord bearing of South  $31^{\circ}28'27''$  East, and an arc distance of 405.42 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $39^{\circ}15'21''$ , a radius of 643.00 feet, a chord bearing of South  $19^{\circ}41'00''$  East, and an arc distance of 440.55 feet more or less to the POINT OF BEGINNING...

The above described parcel contains 3,730,251.95 square feet or 85.635 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutea, PLS No. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey as based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East as being North  $00^{\circ}02'44''$  West.

Note: The deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Page 1313 of the Public Records of Hillsborough County.

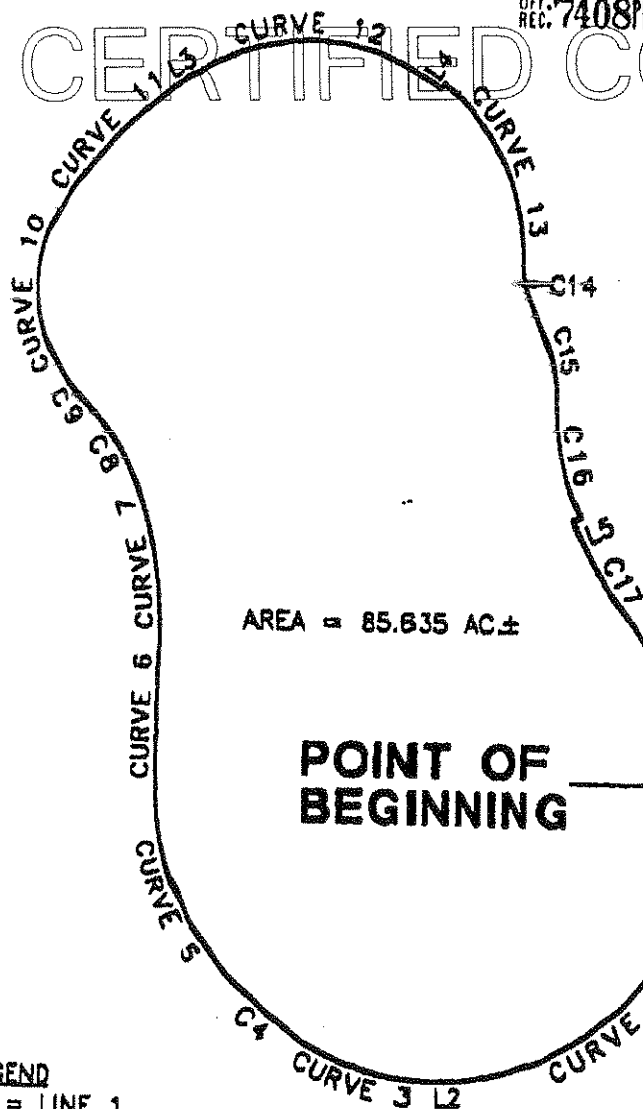
SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

THIS IS NOT A  
CERTIFIED COPY

COMPOSITE, PAGE 1 OF 34

PAGE 3 OF 4

OFF. REC. 74081 467



AREA = 85.635 AC ±

POINT OF  
BEGINNING

S.88°57'16\"W.

46.98'

N.00°03'59\"W. (DEED)  
N.00°02'44\"W. - 11.71'

EAST LINE OF THE WEST 1/2  
OF THE NORTHEAST 1/4  
OF SECTION 29-29-20

**LEGEND**

L1 = LINE 1  
C1 = CURVE 1  
AC = ACRE  
± = MORE OR LESS  
CB = CHORD BEARING

POINT OF  
COMMENCEMENT

SOUTHEAST CORNER OF THE  
WEST 1/2 OF THE NORTHEAST  
1/4 OF SECTION 29-29-20

**REGIONAL MALL SITE  
BRANDON TOWN CENTER**

**SKETCH NOT A SURVEY**

JOB NUMBER: C1075.30	DATE: DEC. 28, 1993
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

SEE SHEET 4 OF 4 FOR  
CERTIFICATION

**Greiner, Inc.**

7550 W. COURTHNEY CAMPBELL CAUSEWAY, TAMPA, FL 33627-1468

THIS IS NOT A

COMPOSITE, PAGE 4 OF 34

CERTIFIED COPY

OFF: 7408PG 468

## CURVE TABLE

## CURVE 1

RADIUS = 518.00'  
 DELTA = 22°29'51"  
 ARC LENGTH = 203.40'  
 CHORD = 202.08'  
 C.B. = S.11°11'37"E.

## CURVE 2

RADIUS = 771.00'  
 DELTA = 63°45'56"  
 ARC LENGTH = 858.06'  
 CHORD = 814.46'  
 C.B. = S.54°19'30"W.

## CURVE 3

RADIUS = 666.62'  
 DELTA = 39°34'46"  
 ARC LENGTH = 475.69'  
 CHORD = 466.29'  
 C.B. = N.71°35'42"W.

## CURVE 4

RADIUS = 1698.00'  
 DELTA = 04°50'03"  
 ARC LENGTH = 143.27'  
 CHORD = 143.22'  
 C.B. = N.49°23'18"W.

## CURVE 5

RADIUS = 793.00'  
 DELTA = 45°56'57"  
 ARC LENGTH = 635.96'  
 CHORD = 619.05'  
 C.B. = N.23°59'48"W.

## CURVE 6

RADIUS = 8512.27'  
 DELTA = 03°50'25"  
 ARC LENGTH = 436.50'  
 CHORD = 436.42'  
 C.B. = N.00°53'54"E.

## CURVE 7

RADIUS = 1083.97'  
 DELTA = 25°24'59"  
 ARC LENGTH = 480.85'  
 CHORD = 476.92'  
 C.B. = N.09°53'23"W.

## CURVE 8

RADIUS = 543.00'  
 DELTA = 21°24'40"  
 ARC LENGTH = 203.68'  
 CHORD = 202.48'  
 C.B. = N.33°18'13"W.

## CURVE 9

RADIUS = 1168.00'  
 DELTA = 06°38'59"  
 ARC LENGTH = 135.58'  
 CHORD = 135.48'  
 C.B. = N.40°41'03"W.

## CURVE 10

RADIUS = 418.00'  
 DELTA = 70°11'14"  
 ARC LENGTH = 512.05'  
 CHORD = 480.63'  
 C.B. = N.02°15'56"W.

## CURVE 11

RADIUS = 1207.03'  
 DELTA = 24°31'44"  
 ARC LENGTH = 516.74'  
 CHORD = 512.81'  
 C.B. = N.45°05'33"E.

## CURVE 12

RADIUS = 598.00'  
 DELTA = 70°56'58"  
 ARC LENGTH = 740.50'  
 CHORD = 694.09'  
 C.B. = S.87°10'06"E.

## CURVE 13

RADIUS = 618.50'  
 DELTA = 53°07'32"  
 ARC LENGTH = 573.48'  
 CHORD = 553.16'  
 C.B. = S.25°07'51"E.

## CURVE 14

RADIUS = 211.50'  
 DELTA = 28°52'37"  
 ARC LENGTH = 106.60'  
 CHORD = 105.47'  
 C.B. = S.13°00'24"E.

## CURVE 15

RADIUS = 593.50'  
 DELTA = 28°23'23"  
 ARC LENGTH = 294.08'  
 CHORD = 291.08'  
 C.B. = S.13°15'01"E.

## CURVE 16

RADIUS = 631.50'  
 DELTA = 30°25'49"  
 ARC LENGTH = 335.39'  
 CHORD = 331.47'  
 C.B. = S.14°16'13"E.

## CURVE 17

RADIUS = 1482.00'  
 DELTA = 15°40'27"  
 ARC LENGTH = 405.42'  
 CHORD = 404.16'  
 C.B. = S.31°28'27"E.

## CURVE 18

RADIUS = 643.00'  
 DELTA = 39°15'21"  
 ARC LENGTH = 440.55'  
 CHORD = 431.98'  
 C.B. = S.19°41'00"E.

## LINE TABLE

LINE 1	S.00°03'19"E.	183.98'
LINE 2	S.88°36'55"W.	42.95'
LINE 3	N.57°21'25"E.	37.33'
LINE 4	N.38°18'23"E.	20.50'
LINE 5	S.66°21'46"W.	26.29'

## SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: DEC. 28, 1993
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT THE SKETCH MEETS THE CRITERIA OF THE STANDARD TECHNICAL STANDARDS FOR SURVEYING PRACTICE IN SECTION 476.087, FLORIDA STATUTES AND CHAPTER 817, FLORIDA ADMINISTRATIVE CODE.

BY:

GARY M. RUTES, PLS #4367

DATE: 12/29/93

NOT VALID UNLESS SIGNED AND ENDORSED WITH SURVEYOR'S SEAL.

Greiner, Inc.

7630 WOODBURY CAMPBELL CAUSEWAY, TAMPA FL 33627-1462



THIS IS NOT A

Page 1 of 2  
January 3, 1994

CERTIFIED COPY

LEGAL DESCRIPTION  
(FUTURE ON-GRADE PARKING AREA (EAST))

REC: 740886 469

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, State of Florida, more particularly described as follows:

Commencing at the Southeast corner of the West Half of the Northeast Quarter of said Section 29; thence North  $00^{\circ}02'44''$  West (North  $00^{\circ}03'59''$  West (Deed)) along the east line of the West Half of the Northeast Quarter of said Section 29 a distance of 11.71 feet; thence South  $89^{\circ}57'16''$  West a distance of 46.98 feet to the beginning of a non-tangent curve, said point also being the POINT OF BEGINNING; thence northwesterly along the arc of said curve to the left having a central angle of  $39^{\circ}15'21''$ , a radius of 643.00 feet, a chord bearing of North  $19^{\circ}41'00''$  West, and an arc distance of 440.33 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $15^{\circ}40'27''$ , a radius of 1482.00 feet, a chord bearing of North  $31^{\circ}28'27''$  West, and an arc distance of 405.42 feet; thence North  $66^{\circ}21'46''$  East a distance of 26.29 feet to the beginning of a non-tangent curve; thence southeasterly along the arc of said curve to the left having a central angle of  $21^{\circ}34'11''$ , a radius of 631.50 feet, a chord bearing of South  $40^{\circ}16'13''$  East, and an arc distance of 237.74 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $51^{\circ}00'00''$ , a radius of 538.50 feet, a chord bearing of South  $25^{\circ}33'19''$  East, and an arc distance of 479.33 feet; thence South  $00^{\circ}03'19''$  East a distance of 213.84 feet to the beginning of a non-tangent curve; thence northwesterly along the arc of said curve to the right having a central angle of  $71^{\circ}32'19''$ , a radius of 30.00 feet, a chord bearing of North  $35^{\circ}49'29''$  West, and an arc distance of 37.46 feet; thence North  $00^{\circ}03'19''$  West a distance of 22.05 feet more or less to the POINT OF BEGINNING.

The above described parcel contains 51,989.36 square feet or 1.194 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS No. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey and based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East as being North  $00^{\circ}02'44''$  West.

Note: The deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Page 1313 of the Public Records of Hillsborough County.

SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

COMPOSITE, PAGE 6 of 34

PAGE 2 OF 2

THIS IS NOT A  
CERTIFIED COPY

LINE 1 N.66°21'46"E. 26.29'  
LINE 2 S.00°03'19"E. 213.84'  
LINE 3 N.00°03'19"W. 22.05'

OFF. 7408PG 470  
REC.

0 50 100 200  
Scale 1" = 100'

LEGEND

L1 = LINE 1  
C.B. = CHORD BEARING  
P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
AC. = ACRE  
± = MORE OR LESS

CURVE TABLE

CURVE 1

RADIUS = 643.00'  
DELTA = 39°15'21"  
ARC LENGTH = 440.55'  
CHORD = 431.98'  
C.B. = N.19°41'00"W.

CURVE 2

RADIUS = 1482.00'  
DELTA = 15°40'27"  
ARC LENGTH = 405.42'  
CHORD = 404.16'  
C.B. = N.31°28'27"W.

CURVE 3

RADIUS = 631.50'  
DELTA = 21°34'11"  
ARC LENGTH = 237.74'  
CHORD = 236.34'  
C.B. = S.40°16'13"E.

CURVE 4

RADIUS = 538.50'  
DELTA = 51°00'00"  
ARC LENGTH = 479.33'  
CHORD = 463.66'  
C.B. = S.25°33'19"E.

CURVE 5

RADIUS = 30.00'  
DELTA = 71°32'19"  
ARC LENGTH = 37.46'  
CHORD = 35.07'  
C.B. = N.35°49'29"W.

AREA =  
1.194 AC.±

P.O.B.

CURVE 5

P.O.C.

SOUTHEAST CORNER OF THE  
WEST 1/2 OF THE NORTHEAST  
1/4 OF SECTION 29-29-20

S.89°57'16"W.  
46.98'

N.00°03'59"W. (DEED)  
N.00°02'44"W. - 11.71'

EAST LINE OF THE WEST 1/2  
OF THE NORTHEAST 1/4 OF  
SECTION 29-29-20

FUTURE ON-GRADE  
PARKING AREA (EAST)  
BRANDON TOWN CENTER

SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: DEC. 30, 1993	I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PRACTICE TO SECTION 478.007, FLORIDA STATUTES AND CHAPTER 62, FLORIDA ADMINISTRATIVE CODE.  BY: <i>[Signature]</i> DATE: 1/1/94 GARY W. LUTES, PLS #1387 NOT VALID UNLESS SIGNED AND CROSSED WITH SURVEYOR'S SEAL  <b>Greiner, Inc.</b> 1650 WOODBURN CAMPBELL CAUSEWAY, TAMPA, FL 33604-4452
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.	
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.	

THIS IS NOT A

Page 1 of 2  
January 3, 1994CERTIFIED COPY  
LEGAL DESCRIPTION  
(FUTURE ON-GRADE PARKING AREA (WEST))  
REC-740876 471

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence South  $88^{\circ}36'55''$  West along the south line of the North Half of the Southeast Quarter of said Section 29 a distance of 2651.42 feet; thence North  $01^{\circ}23'05''$  West a distance of 755.70 feet to the beginning of a non-tangent curve, said point also being the POINT OF BEGINNING; thence northwesterly along the arc of said curve to the right having a central angle of  $51^{\circ}24'57''$ , a radius of 1698.00 feet, a chord bearing of North  $21^{\circ}15'47''$  West, and an arc distance of 1523.74 feet to a point of compound curvature; thence northeasterly along the arc of said curve to the right having a central angle of  $11^{\circ}40'54''$ , a radius of 1048.00 feet a chord bearing of North  $10^{\circ}17'08''$  East, and an arc distance of 213.67 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the left having a central angle of  $53^{\circ}29'08''$ , a radius of 182.00 feet, a chord bearing of North  $10^{\circ}36'59''$  West, and an arc distance of 169.90 feet to a point of cusp; thence southeasterly along the arc of said curve to the left having a central angle of  $06^{\circ}38'59''$ , a radius of 1168.00 feet, a chord bearing of South  $40^{\circ}41'03''$  East, and an arc distance of 135.56 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $21^{\circ}24'40''$ , a radius of 545.00 feet, a chord bearing of South  $33^{\circ}18'13''$  East, and an arc distance of 203.66 feet to a point of compound curvature; thence southeasterly along the arc of said curve to the right having a central angle of  $25^{\circ}24'59''$ , a radius of 1083.97 feet, a chord bearing of South  $09^{\circ}53'23''$  East, and an arc distance of 480.85 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the left having a central angle of  $03^{\circ}50'25''$ , a radius of 6512.27 feet, a chord bearing of South  $00^{\circ}53'54''$  West and an arc distance of 436.50 feet to a point of compound curvature; thence southeasterly along the arc of said curve to the left having a central angle of  $45^{\circ}56'57''$ , a radius of 793.00 feet, a chord bearing of South  $23^{\circ}59'48''$  East, and an arc distance of 635.96 feet more or less to the POINT OF BEGINNING.

The above described parcel contains 276,744.12 square feet or 6.353 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS NO. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey, and based on the south line of the North Half of the Southeast Quarter of Section 29, Township 29 South, Range 20 East as being South  $88^{\circ}36'55''$  West.

## SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

## CURVE TABLE

COMPOSITE, PAGE 8 OF 34

PAGE 2 OF 2

## CURVE 1

RADIUS = 1898.00'  
 DELTA = 51°24'57"  
 ARC LENGTH = 1523.74'  
 CHORD = 1473.13'  
 C.B. = N.21°15'47"W.

## CURVE 2

RADIUS = 1048.00'  
 DELTA = 11°40'54"  
 ARC LENGTH = 213.67'  
 CHORD = 213.30'  
 C.B. = N.10°17'08"E.

## CURVE 3

RADIUS = 182.00'  
 DELTA = 53°29'08"  
 ARC LENGTH = 169.90'  
 CHORD = 163.79'  
 C.B. = N.10°36'59"W.

## CURVE 4

RADIUS = 1168.00'  
 DELTA = 06°38'59"  
 ARC LENGTH = 135.56'  
 CHORD = 135.48'  
 C.B. = S.40°41'03"E.

## CURVE 5

RADIUS = 545.00'  
 DELTA = 21°24'40"  
 ARC LENGTH = 203.66'  
 CHORD = 202.48'  
 C.B. = S.33°18'13"E.

## CURVE 6

RADIUS = 1083.97'  
 DELTA = 25°24'59"  
 ARC LENGTH = 480.85'  
 CHORD = 476.92'  
 C.B. = S.09°53'23"E.

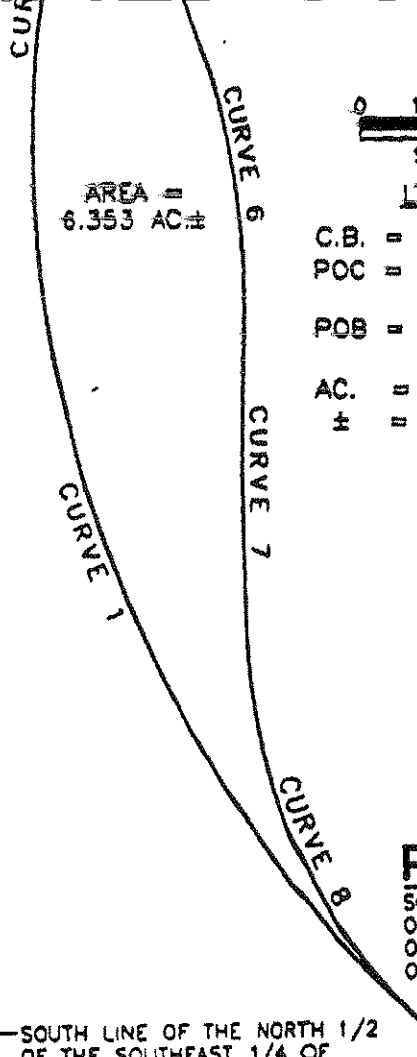
## CURVE 7

RADIUS = 6512.27'  
 DELTA = 03°50'25"  
 ARC LENGTH = 436.50'  
 CHORD = 436.42'  
 C.B. = S.00°53'54"W.

## CURVE 8

RADIUS = 793.00'  
 DELTA = 45°56'57"  
 ARC LENGTH = 635.96'  
 CHORD = 619.05'  
 C.B. = S.23°59'48"E.

THIS IS NOT A  
 CERTIFIED COPY



0 100 200 400  
 Scale 1" = 200'

## LEGEND

C.B. = CHORD BEARING  
 POC = POINT OF COMMENCEMENT  
 POB = POINT OF BEGINNING  
 AC. = ACRE  
 ± = MORE OR LESS

## P.O.C.

SOUTHEAST CORNER  
 OF THE NORTH 1/2  
 OF THE SOUTHEAST 1/4  
 OF SECTION 29

## P.O.B.

# FUTURE ON-GRADE PARKING AREA (WEST) BRANDON TOWN CENTER

## SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: JAN. 03, 1994	I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PRESENTLY PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PRACTICE TO SECTION 472.027, FLORIDA STATUTES AND CHAPTER 472, FLORIDA ADMINISTRATIVE CODE. BY: <i>[Signature]</i> DATE: 1/7/94 GARY W. RUTEN, PLS #4367 NOT VALID UNLESS SIGNED AND CROSSSED WITH SURVEYOR'S SEAL
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.	
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.	

Greiner, Inc.

1650 W. COLONY, CAMPBELL, CALIF. 95923

# THIS IS NOT A LEGAL DESCRIPTION (LANDSCAPE BUFFER AND NW CONSERVATION AREA) CERTIFIED COPY

Page 1 of 2  
January 20, 1994

OFF. REC. 740880 473

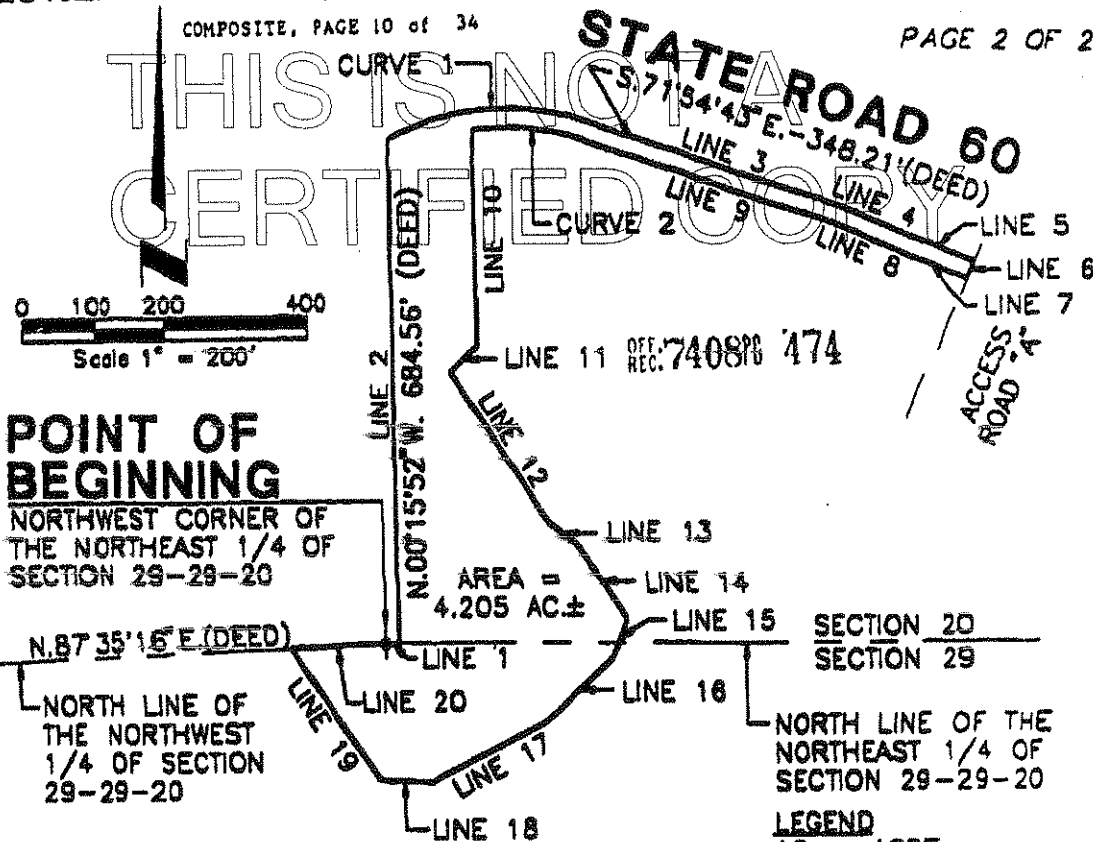
That part of the Northeast Quarter of Section 29 and the Southeast Quarter of Section 20, all in Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of said Section 29; thence South  $89^{\circ}53'41''$  East along the north line of said Northeast Quarter, a distance of 20.00 feet; thence North  $00^{\circ}05'57''$  West (North  $00^{\circ}15'52''$  West (deed)) a distance of 682.55 feet (684.56 feet (deed)) to the southerly limited access right-of-way line of State Road 93-A (Interstate 75), said point also being the beginning of a non-tangent curve; thence northeasterly along said southerly limited access right-of-way line along the arc of said curve to the right having a central angle of  $50^{\circ}34'55''$  ( $50^{\circ}28'32''$  (deed)), a radius of 336.00 feet, a chord bearing of North  $86^{\circ}33'49''$  East (North  $86^{\circ}41'16''$  East (deed)), and an arc distance of 296.63 feet (296.00 feet (deed)); thence South  $71^{\circ}52'32''$  East (South  $71^{\circ}54'43''$  East (deed)) along said southerly limited access right-of-way line a distance of 348.07 feet (348.21 feet (deed)); thence South  $66^{\circ}43'46''$  East along the intersection right-of-way line of State Road 93-A (Interstate 75) at State Road 60, a distance of 86.04 feet; thence South  $67^{\circ}46'54''$  East along said intersection right-of-way line, a distance of 109.73 feet; thence South  $24^{\circ}12'00''$  West a distance of 25.01 feet; thence North  $67^{\circ}46'54''$  West a distance of 109.10 feet; thence North  $66^{\circ}43'46''$  West a distance of 85.14 feet; thence North  $71^{\circ}54'11''$  West a distance of 348.73 feet to the beginning of a non-tangent curve; thence northwesterly along the arc of said curve to the left having a central angle of  $30^{\circ}30'53''$ , a radius of 311.00 feet, a chord bearing of North  $83^{\circ}22'24''$  West, and an arc distance of 165.63 feet; thence South  $00^{\circ}06'27''$  East a distance of 290.99 feet; thence South  $47^{\circ}24'11''$  West a distance of 50.81 feet; thence South  $32^{\circ}22'20''$  East a distance of 245.45 feet; thence South  $52^{\circ}13'57''$  East a distance of 45.52 feet; thence South  $32^{\circ}42'28''$  East a distance of 122.76 feet; thence South  $22^{\circ}00'07''$  West a distance of 56.71 feet; thence South  $47^{\circ}00'49''$  West a distance of 125.42 feet; thence South  $62^{\circ}42'11''$  West a distance of 176.50 feet; thence North  $86^{\circ}36'14''$  West a distance of 71.44 feet; thence North  $34^{\circ}30'16''$  West a distance of 215.79 feet to the North line of the Northeast Quarter of said Section 29; thence North  $87^{\circ}35'50''$  East (North  $87^{\circ}35'16''$  East (deed)) along said North line, a distance of 133.35 feet more or less to the point of beginning.

The above described parcel contains 183,156.15 square feet or 4.205 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS No. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey and based on the East Line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East, as being North  $00^{\circ}02'44''$  West.

Note: The Deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Page 1313 of the Public Records of Hillsborough County.

**CURVE TABLE**

**CURVE 1 FIELD**  
RADIUS = 336.00'  
DELTA = 50°34'55"  
ARC LENGTH = 296.83'  
CHORD = 287.08'  
C.B. = N.86°33'49"E.

**CURVE 1 DEED**  
RADIUS = 336.00'  
DELTA = 50°28'32"  
ARC LENGTH = 296.00'  
CHORD = 286.52'  
C.B. = N.86°41'16"E.

**CURVE 2**  
RADIUS = 311.00'  
DELTA = 30°30'53"  
ARC LENGTH = 165.63'  
CHORD = 163.68'  
C.B. = N.83°22'24"W.

**LINE TABLE**

LINE 1 S.89°53'41"E. 20.00'  
LINE 2 N.00°05'57"W. 682.55'  
LINE 3 S.71°52'32"E. 348.07'  
LINE 4 S.66°43'46"E. 86.04'  
LINE 5 S.67°46'54"E. 109.73'  
LINE 6 S.24°12'00"W. 25.01'  
LINE 7 N.67°46'54"W. 109.10'  
LINE 8 N.66°43'46"W. 85.14'  
LINE 9 N.71°54'11"W. 348.73'  
LINE 10 S.00°06'27"E. 290.99'

LINE 11 S.47°24'11"W. 50.81'  
LINE 12 S.32°22'20"E. 245.45'  
LINE 13 S.52°13'57"E. 45.52'  
LINE 14 S.32°42'28"E. 122.76'  
LINE 15 S.22°00'07"W. 56.71'  
LINE 16 S.47°00'49"W. 125.42'  
LINE 17 S.62°42'11"W. 176.50'  
LINE 18 N.86°36'14"W. 71.44'  
LINE 19 N.34°30'16"W. 215.79'  
LINE 20 N.87°35'50"E. 133.35'

## LANDSCAPE BUFFER AND NORTHWEST CONSERVATION AREA BRANDON TOWN CENTER

**SKETCH NOT A SURVEY**

JOB NUMBER: C1075.30  
DATE: DEC. 28, 1993

CALCULATED BY: G.W.L.  
DRAWN BY: J.H.S.

CHECKED BY: G.W.L.  
APPROVED BY: G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MODERN TECHNICAL STANDARDS FOR SURVEYING PURSUANT TO SECTION 67.01, FLORIDA STATUTES AND CHAPTER 61.07, FLORIDA ADMINISTRATIVE CODE.

BY: *[Signature]* DATE: *[Date]*  
CARY W. LUTES, PLS #4387

NOT VALID UNLESS SIGNED AND DRESSED WITH SURVEYOR'S SEAL

**Grelner, Inc.**

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA, FL 33627-1452

# THIS IS NOT A CERTIFIED COPY

Composite, page 11 of 34

 Page 1 of 7  
 February 10, 1994  
 Revised March 22, 1994

## LEGAL DESCRIPTION (PONDS 10,40 AND LAKE SERVICE ROAD)

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence South 88°36'55" West along the south line of the North Half of the Southeast Quarter of said Section 29 a distance of 2669.39 feet; thence North 01°23'05" West a distance of 197.97 feet to the beginning of a non-tangent curve, said point also being the POINT OF BEGINNING; thence northwesterly along the arc of said curve to the left having a central angle of 22°15'17", a radius of 221.60 feet, a chord bearing of North 79°05'24" West, and an arc distance of 86.07 feet; thence South 89°46'48" West a distance of 95.88 feet to a point of curvature; thence northwesterly along the arc of said curve to the right having a central angle of 07°08'17", a radius of 91.00 feet, a chord bearing of North 86°39'05" West, and an arc distance of 11.34 feet; thence South 88°34'31" West a distance of 62.53 feet to the beginning of a non-tangent curve; thence along the easterly right-of-way line of State Road 93-A (Interstate 75) the following 14 (fourteen) courses; 1) thence northwesterly along the arc of said curve to the left having a central angle of 41°56'53", a radius of 828.07 feet, a chord bearing of North 45°54'19" West, and an arc distance of 606.25 feet; 2) thence North 71°01'29" West (North 71°02'22" West (deed)) a distance of 127.64 feet; 3) thence North 77°48'53" West (North 77°49'46" West (deed)) a distance of 115.04 feet; 4) thence North 81°32'14" West (North 81°35'31" West (deed)) a distance of 55.68 feet; 5) thence North 81°32'18" West (North 81°35'35" West (deed)) a distance of 106.81 feet; 6) thence North 35°39'32" West (North 35°36'56" West (deed)) a distance of 41.74 feet (41.70 feet (deed)) to the beginning of a non-tangent curve; 7) thence northeasterly along the arc of said curve to the left having a central angle of 02°26'46", a radius of 11,793.16 feet, a chord bearing of North 09°05'37" East (North 09°03'56" East (deed)), and an arc distance of 503.46 feet (503.47 feet (deed)); 8) thence North 88°38'49" East (North 88°37'56" East (deed)) a distance of 129.62 feet; 9) thence North 01°21'11" West (North 01°22'04" West (deed)) a distance of 120.00 feet; 10) thence South 88°38'49" West (South 88°37'56" West (deed)) a distance of 40.00 feet to the beginning of a non-tangent curve; 11) thence northeasterly along the arc of said curve to the left having a central angle of 00°06'19", a radius of 11,863.16 feet, a chord bearing of North 07°09'15" East (North 06°58'55" East (deed)) and an arc distance of 21.78 feet (21.77 feet (deed)); 12) thence North 07°06'41" East (North 07°05'46" East (deed)) a distance of 571.86 feet; 13) thence North 82°52'38" West (North 82°54'14" West (deed)) a distance of 130.00 feet; 14) thence North 07°06'35" East (North 07°05'46" East (deed)) a distance of 738.59 feet; thence South 49°20'30" East a distance of 537.58 feet to the beginning of a non-tangent curve; thence southwesterly along the arc of said curve to the right having a central angle of 05°36'42", a radius of 182.00 feet, a chord bearing of South 13°19'15" West, and an arc distance of 17.83 feet to a point of reverse curvature; thence southwesterly along the arc of said curve to the left having a central angle of 11°40'54", a radius of 1048.00 feet, a chord bearing of South 10°17'08" West, and an arc distance of 213.67 feet to a point of compound curvature; thence southeasterly along the arc of said curve to the left having a central angle of 56°15'00", a

THIS IS NOT A

Composite, Page 12 of 34

Page 2 of 7  
February 10, 1994  
Revised March 22, 1994

CERTIFIED COPY

radius of 1698.00 feet, a chord bearing of South 23°40'49" East, and an arc distance of 1667.01 feet to a point of compound curvature; thence southeasterly along the arc of said curve to the left having a central angle of 16°43'48", a radius of 688.62 feet, a chord bearing of South 60°10'13" East, and an arc distance of 201.07 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the right having a central angle of 92°56'56", a radius of 30.00 feet, a chord bearing of South 22°03'39" East, and an arc distance of 48.67 feet to a point of compound curvature; thence southwesterly along the arc of said curve to the right having a central angle of 04°47'26", a radius of 295.04 feet, a chord bearing of South 26°48'33" West, and an arc distance of 24.67 feet; thence North 39°47'43" West a distance of 72.83 feet; thence South 52°42'21" West a distance of 333.62 feet; thence South 88°36'55" West a distance of 90.00 feet to a point of curvature; thence northwesterly along the arc of said curve to the right having a central angle of 59°52'41", a radius of 58.90 feet, a chord bearing of North 61°26'44" West, and an arc distance of 61.55 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the left having a central angle of 39°13'17", a radius of 989.07 feet, a chord bearing of North 51°07'03" West, and an arc distance of 677.06 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the right having a central angle of 70°43'41", a radius of 45.00 feet, a chord bearing of North 35°21'51" West, and an arc distance of 55.55 feet; thence North 00°00'00" East a distance of 395.32 feet to a point of curvature; thence northwesterly along the arc of said curve to the left having a central angle of 91°21'11", a radius of 130.00 feet, a chord bearing of North 45°40'36" West, and an arc distance of 207.27 feet; thence South 88°38'49" West a distance of 10.98 feet to the beginning of a non-tangent curve; thence southeasterly along the arc of said curve to the left having a central angle of 04°31'45", a radius of 71.00 feet, a chord bearing of South 18°05'21" East, and an arc distance of 5.61 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the right having a central angle of 19°00'00", a radius of 91.00 feet, a chord bearing of South 10°51'11" East, and an arc distance of 30.18 feet; thence South 01°21'11" East a distance of 70.01 feet to a point of curvature; thence southwesterly along the arc of said curve to the right having a central angle of 87°39'37", a radius of 101.00 feet, a chord bearing of South 42°28'37" West, and an arc distance of 154.53 feet to a point of reverse curvature; thence southwesterly along the arc of said curve to the left having a central angle of 77°44'35", a radius of 71.00 feet, a chord bearing of South 47°26'09" West, and an arc distance of 96.34 feet; to a point of reverse curvature; thence southwesterly along the arc of said curve to the right having a central angle of 01°17'17", a radius of 11,829.16 feet, a chord bearing of South 09°12'30" West, and arc distance of 265.92 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the left having a central angle of 85°34'26", a radius of 71.00 feet, a chord bearing of South 32°56'05" East, and an arc distance of 106.04 feet; thence South 75°33'05" East a distance of 208.62 feet to a point of curvature; thence southeasterly along the arc of said curve to the right having a central angle of 47°34'10", a radius of 864.07 feet, a chord bearing of South 51°56'13" East, and an arc distance of 717.39 feet to a point of reverse curvature; thence southeasterly along the arc of said curve to the left having a central angle of 62°04'04", a radius of 71.00 feet, a chord bearing of South 59°11'10" East, and an arc distance of 76.91 feet; thence North 89°46'48" East a distance of 95.88 feet to a point of curvature; thence southeasterly along the arc of said curve to the right having a central angle of 23°15'18", a radius of 241.60 feet, a chord bearing of South 78°35'25" East, and an arc distance of 98.06 feet to the beginning of a non-tangent curve; thence southwesterly along the arc of said curve to the left having a central angle of 01°40'34", a radius



THIS IS NOT A  
COMPOSITE, PAGE 13 of 34  
Page 3 of 7  
February 10, 1994  
Revised March 22, 1994  
CERTIFIED COPY  
of 697.50 feet, a chord bearing of South 33°57'53" West, and an arc distance  
of 20.40 feet more or less to the POINT OF BEGINNING.

The above described parcel contains 1,038,646.24 square feet or 23.844 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS NO. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey, and based on the south line of the North Half of the Southeast Quarter of Section 29, Township 29 South, Range 20 East as being South 88°36'55" West.

**Note:** The deed bearing referred to in this legal description is based on a legal description recorded in Official Record book 4103, Page 1313 of the Public Records of Hillsborough County.

SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

MATCH LINE

COMPOSITE, PAGE 14 OF 34

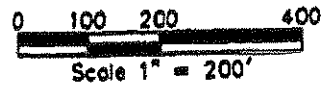
SHEET 4 OF 7

INTERSTATE 75

EASTERLY LIMITED ACCESS RIGHT OF WAY  
LINE S.R. 93A (INTERSTATE 75)

THIS IS NOT A  
CERTIFIED COPY

REC. 740875 478



LEGEND

- L1 = LINE 1
- C1 = CURVE 1
- AC = ACRE
- ± = MORE OR LESS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- C.B. = CHORD BEARING

AREA =  
25.008 AC ±

FUTURE RING ROAD

NOTE  
POINT OF COMMENCE  
IS THE SOUTHEAST CORNER  
OF THE NORTH 1/2 OF THE  
SOUTHEAST 1/4 OF SECTION  
29, TOWNSHIP 29 SOUTH,  
RANGE 20 EAST.

P.O.B.

P.O.C.

(SEE NOTE)

N.01°23'05"W.  
197.97'  
2669.39'  
S.88°36'55"W.

SOUTH LINE OF THE NORTH 1/2  
OF THE SOUTHEAST 1/4 OF SECTION 29

SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: DEC. 28, 1993
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

SEE SHEET 7 OF 7  
FOR CERTIFICATION

Greiner, Inc.

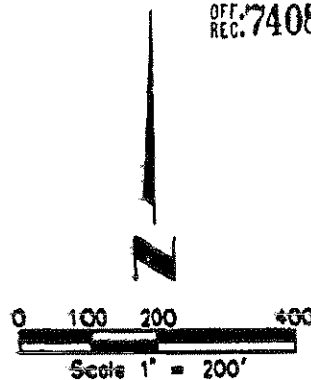
7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA FL 33607-1462

LAKROW1.DWG

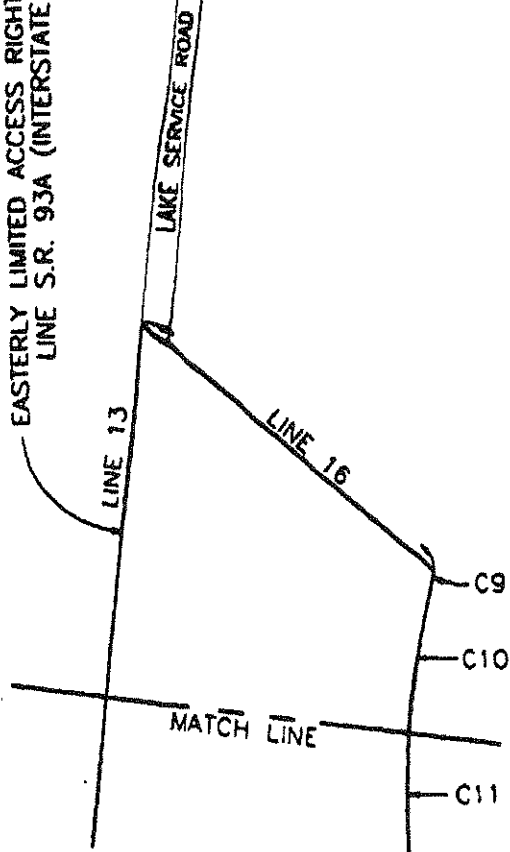
THIS IS NOT A  
CERTIFIED COPY

NORTH LINE OF THE  
NORTHWEST 1/4 OF  
SECTION 29-29-20

OFF. 7408PG 479  
REC.



**INTERSTATE 75**  
EASTERLY LIMITED ACCESS RIGHT OF WAY  
LINE S.R. 93A (INTERSTATE 75)

**LEGEND**

L14 = LINE 14  
C10 = CURVE 10  
S.R. = STATE ROAD

**SKETCH NOT A SURVEY**

JOB NUMBER:

C1075.30

DATE:

DEC. 28, 1993

CALCULATED BY:

G.W.L.

DRAWN BY:

J.H.S.

CHECKED BY:

G.W.L.

APPROVED BY:

G.W.L.

SEE SHEET 7 OF 7  
FOR CERTIFICATION

**Greiner, Inc.**

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA FL 33607-1462

LAKROW2.DWG

# THIS IS NOT A CURVE TABLE

(PER SURVEY) (PER DEED)

LINE 1	S.89°46'48"W.	95.88'
LINE 2	S.88°34'31"W.	62.53'
LINE 3	N.71°01'29"W.	127.64'
LINE 4	N.77°48'53"W.	115.04'
LINE 5	N.81°32'14"W.	55.68'
LINE 6	N.81°32'18"W.	106.81'
LINE 7	N.35°39'32"W.	41.74'
LINE 8	N.88°38'49"E.	129.62'
LINE 9	N.01°21'11"W.	120.00'
LINE 10	S.88°38'49"W.	40.00'
LINE 11	N.07°06'41"E.	571.86'
LINE 12	N.82°52'38"W.	130.00'
LINE 13	N.07°06'35"E.	738.59'
LINE 16	S.49°20'30"E.	537.58'
LINE 17	N.39°47'43"W.	72.83'
LINE 18	S.52°42'21"W.	333.62'
LINE 19	S.88°36'55"W.	90.00'
LINE 20	N.00°00'00"E.	395.32'
LINE 21	S.88°38'49"W.	10.98'
LINE 22	S.01°21'11"E.	70.01'
LINE 23	S.75°33'05"E.	208.62'
LINE 24	N.89°46'48"E.	95.88'

**CURVE 4**  
 RADIUS = 11793.16'  
 DELTA = 02°26'46"  
 ARC LENGTH = 503.47'  
 CHORD = 503.43'  
 C.B. = N.09°03'56"E.

**CURVE 5**  
 RADIUS = 11863.16'  
 DELTA = 00°06'19"  
 ARC LENGTH = 21.77'  
 CHORD = 21.77'  
 C.B. = N.06°58'55"E.

**CURVE 6**  
 RADIUS = 1815.86'  
 DELTA = 24°54'15"  
 ARC LENGTH = 789.28'  
 CHORD = 783.08'  
 C.B. = N.19°32'53"E.

## CURVE TABLE

(PER SURVEY)

**CURVE 22-A**  
 RADIUS = 11829.16'  
 DELTA = 01°17'17"  
 ARC LENGTH = 265.92'  
 CHORD = 265.92'  
 C.B. = S.09°12'30"W.

## LINE TABLE

(PER DEED)

LINE 3	N.71°02'22"W.	127.64'
LINE 4	N.77°49'46"W.	115.04'
LINE 5	N.81°35'31"W.	55.68'
LINE 6	N.81°35'35"W.	106.81'
LINE 7	N.35°36'56"W.	41.70'
LINE 8	N.88°37'56"E.	129.62'
LINE 9	N.01°22'04"W.	120.00'
LINE 10	S.88°37'56"W.	40.00'
LINE 11	N.07°05'46"E.	571.86'
LINE 12	N.82°54'14"W.	130.00'
LINE 13	N.07°05'46"E.	1320.28'

**NOTE:**  
 CURVE TABLE (PER SURVEY)  
 CONTINUED ON PAGE 7 OF 7

## SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: DEC. 28, 1993
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

SEE SHEET 7 OF 7  
FOR CERTIFICATION

**Greiner, Inc.**

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA FL 33607-1462

# THIS IS NOT A SURVEY

## CURVE TABLE (PER SURVEY)

OFF. 740876 481  
REC.

CURVE 1  
RADIUS = 221.60'  
DELTA = 22°15'17"  
ARC LENGTH = 86.07'  
CHORD = 85.53'  
C.B. = N.79°05'24"W.

CURVE 2  
RADIUS = 91.00'  
DELTA = 07°08'17"  
ARC LENGTH = 11.34'  
CHORD = 11.33'  
C.B. = N.86°39'05"W.

CURVE 3  
RADIUS = 828.07'  
DELTA = 41°56'53"  
ARC LENGTH = 606.25'  
CHORD = 592.80'  
C.B. = N.45°54'19"W.

CURVE 4  
RADIUS = 11793.16'  
DELTA = 02°26'46"  
ARC LENGTH = 503.46"  
CHORD = 503.42'  
C.B. = N.09°05'37"E.

CURVE 5  
RADIUS = 11863.16'  
DELTA = 00°06'19"  
ARC LENGTH = 21.78'  
CHORD = 21.78'  
C.B. = N.07°09'15"E.

CURVE 9  
RADIUS = 182.00'  
DELTA = 05°36'42"  
ARC LENGTH = 17.83'  
CHORD = 17.82'  
C.B. = S.13°19'15"W.

CURVE 10  
RADIUS = 1048.00'  
DELTA = 11°40'54"  
ARC LENGTH = 213.67'  
CHORD = 213.30'  
C.B. = S.10°17'08"E.

CURVE 11  
RADIUS = 1698.00'  
DELTA = 56°15'00"  
ARC LENGTH = 1667.01'  
CHORD = 1600.86'  
C.B. = S.23°40'49"E.

CURVE 12  
RADIUS = 688.62'  
DELTA = 16°43'48"  
ARC LENGTH = 201.07'  
CHORD = 200.36'  
C.B. = S.60°10'13"E.

CURVE 13  
RADIUS = 30.00'  
DELTA = 92°56'56"  
ARC LENGTH = 48.67'  
CHORD = 43.50'  
C.B. = S.22°03'39"E.

CURVE 14  
RADIUS = 295.04'  
DELTA = 04°47'26"  
ARC LENGTH = 24.67'  
CHORD = 24.66'  
C.B. = S.26°48'33"W.

CURVE 15  
RADIUS = 58.90'  
DELTA = 59°52'41"  
ARC LENGTH = 61.55"  
CHORD = 58.79'  
C.B. = N.61°26'44"W.

CURVE 16  
RADIUS = 989.07'  
DELTA = 39°13'17"  
ARC LENGTH = 677.06'  
CHORD = 663.92'  
C.B. = N.51°07'03"W.

CURVE 17  
RADIUS = 45.00'  
DELTA = 70°43'41"  
ARC LENGTH = 55.55"  
CHORD = 52.09'  
C.B. = N.35°21'51"W.

CURVE 18  
RADIUS = 130.00'  
DELTA = 91°21'11"  
ARC LENGTH = 207.27'  
CHORD = 186.01"  
C.B. = N.45°40'36"W.

CURVE 19  
RADIUS = 71.00'  
DELTA = 04°31'45"  
ARC LENGTH = 5.61'  
CHORD = 5.61'  
C.B. = S.18°05'21"W.

CURVE 20  
RADIUS = 91.00'  
DELTA = 19°00'00"  
ARC LENGTH = 30.18'  
CHORD = 30.04'  
C.B. = S.10°51'11"E.

CURVE 21  
RADIUS = 101.00'  
DELTA = 87°39'37"  
ARC LENGTH = 154.53'  
CHORD = 139.89'  
C.B. = S.42°28'37"W.

CURVE 22  
RADIUS = 71.00'  
DELTA = 77°44'35"  
ARC LENGTH = 96.34'  
CHORD = 89.12'  
C.B. = S.47°26'09"W.

CURVE 23  
RADIUS = 71.00'  
DELTA = 85°34'26"  
ARC LENGTH = 106.04'  
CHORD = 96.46'  
C.B. = S.32°56'05"E.

CURVE 24  
RADIUS = 864.07'  
DELTA = 47°34'10"  
ARC LENGTH = 717.39'  
CHORD = 696.96'  
C.B. = S.51°56'13"E.

CURVE 25  
RADIUS = 71.00'  
DELTA = 62°04'04"  
ARC LENGTH = 76.91'  
CHORD = 73.21'  
C.B. = S.59°11'10"E.

CURVE 26  
RADIUS = 241.60'  
DELTA = 23°15'18"  
ARC LENGTH = 98.06"  
CHORD = 97.39"  
C.B. = S.78°35'25"E.

CURVE 27  
RADIUS = 697.50'  
DELTA = 01°40'34"  
ARC LENGTH = 20.40'  
CHORD = 20.40'  
C.B. = S.33°57'53"W.

### SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: DEC. 28, 1993
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PURSUANT TO SECTION 472.02, FLORIDA STATUTES AND CHAPTER 61G12, FLORIDA ADMINISTRATIVE CODE.

BY: GARY W. ZUPES, PLS 84367 DATE: 12/28/93  
NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL

**Greiner, Inc.**

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA, FL 33637-1462

THIS IS NOT A

Page 1 of 2  
January 20, 1994

CERTIFIED COPY

OFF: 7408P  
REC: 7408P 482LEGAL DESCRIPTION  
(POND 30 AND CONSERVATION AREA)

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, State of Florida, more particularly described as follows:

Beginning at the Southeast corner of the West Half of the Northeast Quarter of said Section 29; thence South  $88^{\circ}39'10''$  West a distance of 26.48 feet; thence North  $00^{\circ}03'19''$  West a distance of 175.65 feet to a point of curvature; thence northwesterly along the arc of said curve to the left having a central angle of  $51^{\circ}00'00''$ , a radius of 538.50 feet, a chord bearing of North  $25^{\circ}33'19''$  West, and an arc distance of 479.33 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $52^{\circ}00'00''$ , a radius of 631.50 feet, a chord bearing of North  $25^{\circ}03'19''$  West, and an arc distance of 573.13 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the left having a central angle of  $28^{\circ}23'23''$ , a radius of 593.50 feet, a chord bearing of North  $13^{\circ}15'01''$  West, and an arc distance of 294.08 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $06^{\circ}46'20''$ , a radius of 211.50 feet, a chord bearing of North  $24^{\circ}03'33''$  West, and an arc distance of 25.00 feet; thence North  $62^{\circ}22'09''$  East a distance of 253.29 feet; thence North  $46^{\circ}10'06''$  West a distance of 10.03 feet; thence North  $32^{\circ}33'44''$  West a distance of 43.36 feet; thence North  $25^{\circ}41'41''$  East a distance of 175.00 feet; thence South  $56^{\circ}18'19''$  East a distance of 321.03 feet to the east line of the West Half of the Northeast Quarter of said Section 29; thence South  $00^{\circ}02'44''$  East (South  $00^{\circ}03'59''$  East (Deed)) along said east line, a distance of 1541.59 feet more or less to the POINT OF BEGINNING.

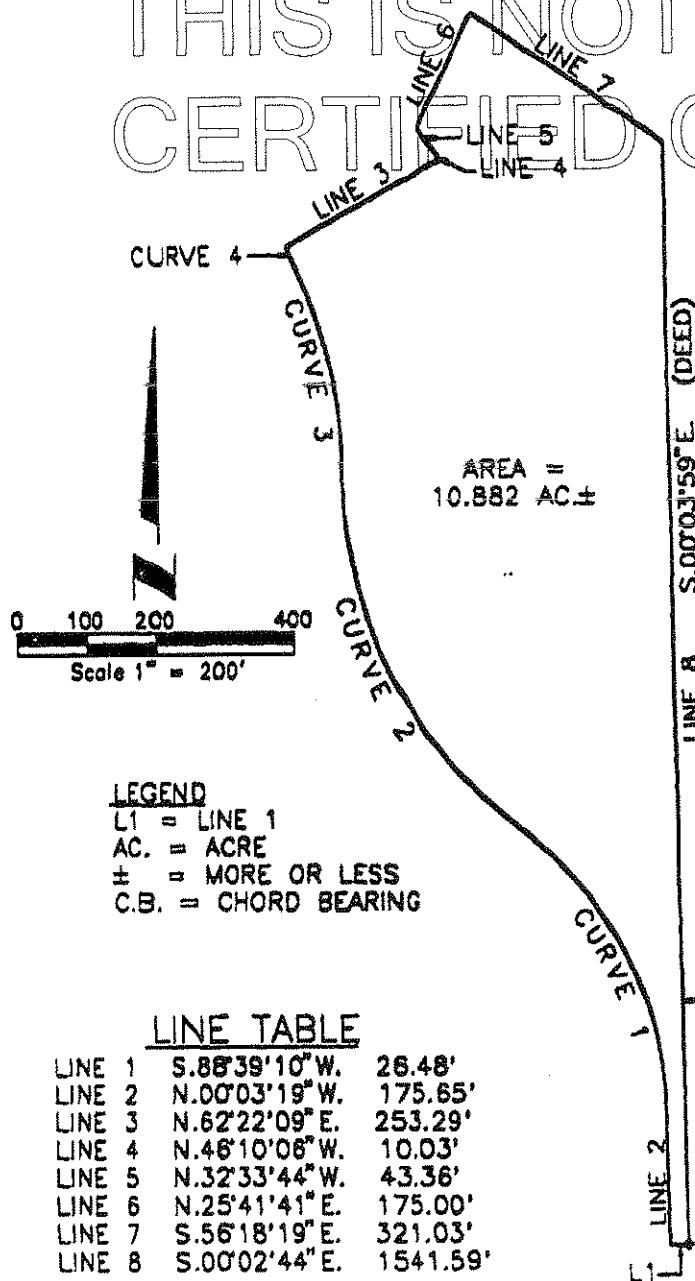
The above described parcel contains 473,996.47 square feet or 10.882 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS No. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey and based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East as being North  $00^{\circ}02'44''$  West.

Note: The deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Page 1313 of the Public Records of Hillsborough County.

THIS IS NOT A  
CERTIFIED COPY

OFF: 7408PM 483  
REC: 7408PM 483

**LEGEND**

L1 = LINE 1  
AC. = ACRE  
± = MORE OR LESS  
C.B. = CHORD BEARING

**LINE TABLE**

LINE 1	S.88°39'10"W.	26.48'
LINE 2	N.00°03'19"W.	175.65'
LINE 3	N.62°22'09"E.	253.29'
LINE 4	N.46°10'06"W.	10.03'
LINE 5	N.32°33'44"W.	43.36'
LINE 6	N.25°41'41"E.	175.00'
LINE 7	S.56°18'19"E.	321.03'
LINE 8	S.00°02'44"E.	1541.59'

**CURVE TABLE****CURVE 1**

RADIUS = 538.50'  
DELTA = 51°00'00"  
ARC LENGTH = 479.33'  
CHORD = 463.66'  
C.B. = N.25°33'19"W.

**CURVE 2**

RADIUS = 631.50'  
DELTA = 52°00'00"  
ARC LENGTH = 573.13'  
CHORD = 553.66'  
C.B. = N.25°03'19"W.

**CURVE 3**

RADIUS = 593.50'  
DELTA = 28°23'23"  
ARC LENGTH = 294.08'  
CHORD = 291.08'  
C.B. = N.13°15'01"W.

**CURVE 4**

RADIUS = 211.50'  
DELTA = 06°46'20"  
ARC LENGTH = 25.00'  
CHORD = 24.98'  
C.B. = N.24°03'33"W.

EAST LINE OF THE  
WEST 1/2 OF THE  
NORTHEAST 1/4 OF  
SECTION 29-29-20

**POINT OF BEGINNING**

SOUTHEAST CORNER OF  
THE WEST 1/2 OF THE  
NORTHEAST 1/4 OF  
SECTION 29-29-20

## POND 30 AND CONSERVATION AREA BRANDON TOWN CENTER

**SKETCH NOT A SURVEY**

JOB NUMBER: C1075.30	DATE: JAN. 03, 1994
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SECTION AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT THIS SECTION MEETS THE INTENT OF THE HIGHEST TECHNICAL STANDARDS FOR SURVEYING, PURSUANT TO SECTION 460.07, FLORIDA STATUTES AND CHAPTER 600.01, FLORIDA ADMINISTRATIVE CODE.

BY:

GARY W. LYLES, PLS #8387

DATE: 1/3/94

NOT VALID UNLESS SIGNED AND DUBBED WITH SURVEYOR'S SEAL

**Grelner, Inc.**

7550 W. COURTESY CAMPBELL CAUSEWAY, TAMPA, FL 33611-452

Page 1 of 3  
November 20, 1991

# THIS IS *Access Road A* A LEGAL DESCRIPTION OFF. 7408PP 484 CERTIFIED COPY

That part of the Northeast Quarter of Section 29 and the Southeast Quarter of Section 20, all in Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 29; thence South  $89^{\circ}53'41''$  East along the north line of said Northeast Quarter, a distance of 574.29 feet to the beginning of a non-tangent curve, said point also being the POINT OF BEGINNING; thence along the arc of said curve to the right having a central angle of  $07^{\circ}26'46''$ , a radius of 823.90 feet, a chord bearing of North  $31^{\circ}21'55''$  East, and an arc distance of 107.08 feet to a point of reverse curvature; thence along the arc of said curve to the left having a central angle of  $14^{\circ}30'54''$ , a radius of 682.73 feet, a chord bearing of North  $27^{\circ}49'14''$  East, and an arc distance of 172.96 feet; thence North  $15^{\circ}10'11''$  East, a distance of 93.58 feet; thence North  $24^{\circ}12'00''$  East, a distance of 200.64 feet to the southerly right-of-way line of State Road No. 60; thence South  $67^{\circ}46'54''$  East, along said southerly right-of-way line, a distance of 170.06 feet; thence South  $24^{\circ}09'13''$  West, a distance of 206.62 feet; thence South  $27^{\circ}41'51''$  West, a distance of 230.27 feet; thence South  $38^{\circ}40'51''$  West, a distance of 93.95 feet to the beginning of a non-tangent curve; thence along the arc of said curve to the left having a central angle of  $16^{\circ}59'11''$ , a radius of 687.49 feet, a chord bearing of South  $23^{\circ}59'57''$  West, and an arc distance of 203.82 feet; thence South  $16^{\circ}03'52''$  West, a distance of 239.33 feet; thence South  $15^{\circ}45'33''$  West, a distance of 25.04 feet; thence South  $08^{\circ}46'12''$  West, a distance of 96.85 feet; thence South  $15^{\circ}07'50''$  West, a distance of 98.07 feet to a point of curvature; thence along the arc of said curve to the left having a central angle of  $66^{\circ}49'27''$ , a radius of 55.11 feet, a chord bearing of South  $18^{\circ}16'54''$  East, and an arc distance of 64.27 feet; thence South  $38^{\circ}18'23''$  West, a distance of 20.50 feet to the beginning of a non-tangent curve; thence along the arc of said curve to the left having a central angle of  $24^{\circ}01'41''$ , a radius of 598.00 feet, a chord bearing of North  $63^{\circ}42'27''$  West, and an arc distance of 250.78 feet; thence North  $14^{\circ}16'42''$  East, a distance of 30.00 feet to the beginning of a non-tangent curve; thence along the arc of said curve to the left having a central angle of  $88^{\circ}46'18''$ , a radius of 75.00 feet, a chord bearing of North  $59^{\circ}53'33''$  East, and an arc distance of 116.20 feet; thence North  $15^{\circ}30'24''$  East, a distance of 376.38 feet to a point of curvature; thence along the arc of said curve to the right having a central angle of  $12^{\circ}07'30''$ , a radius of 823.90, a chord bearing of North  $21^{\circ}34'09''$  East, and an arc distance of 174.36 feet to the POINT OF BEGINNING.

The above described easement containing 185,133.46 square feet or 4.250 acres, more or less.

The above legal description is supported by a field survey performed by Heidt & Associates, Inc. under the direction of Walter C. Caldwell, P.L.S. No 850, said survey made June 1983 and the bearings shown herein are derived from said survey and based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East as being North  $00^{\circ}03'19''$  West.

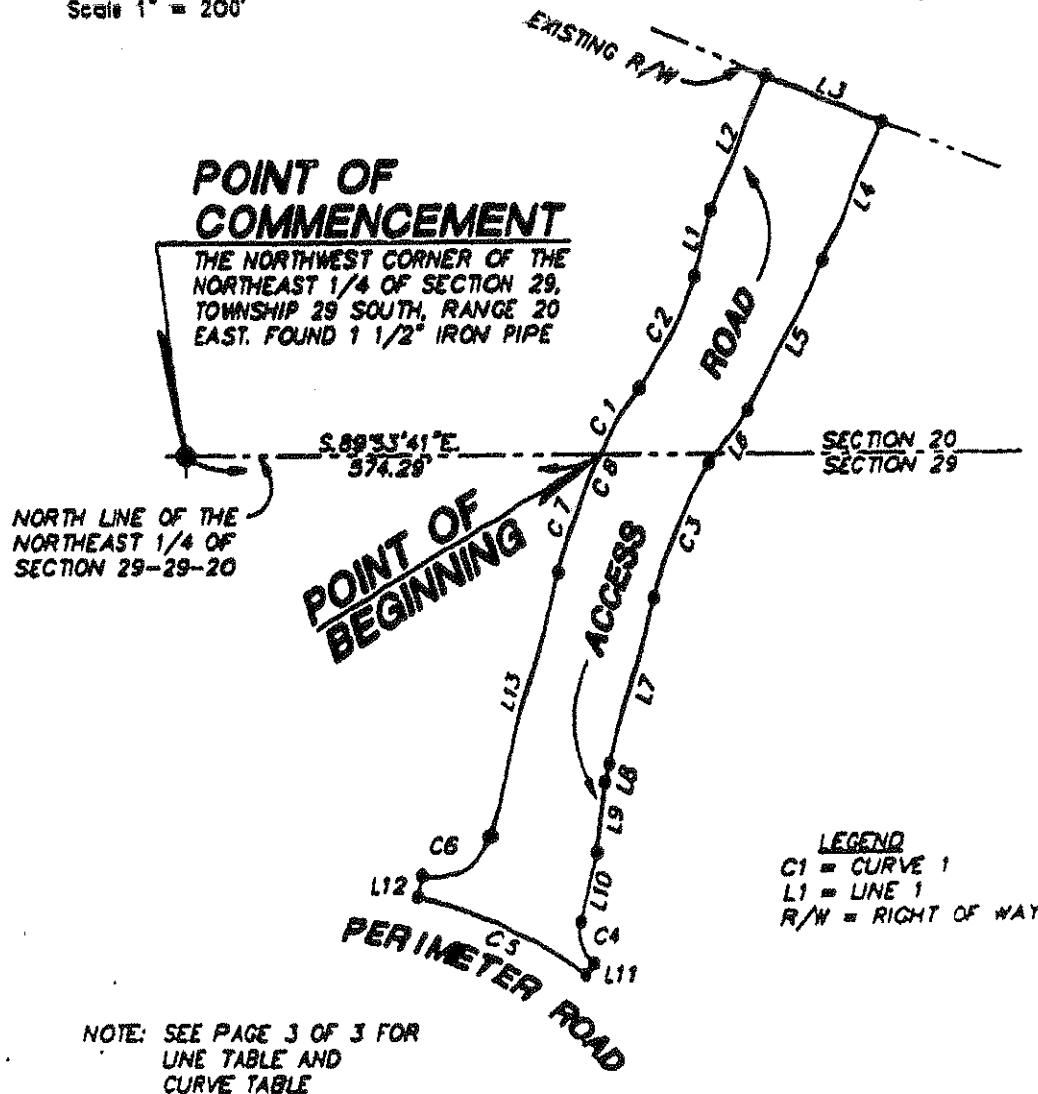


THIS IS NOT A  
CERTIFIED COPY

OFF. REC. 7408PG 485



BRANDON BOULEVARD  
(S.R. 60)



### COMMON USE INGRESS-EGRESS EASEMENT

SKETCH NOT A SURVEY

JOB NUMBER: C1075.31	DATE: NOV. 20, 1991	(FOR SURVEYORS CERTIFICATION SEE PAGE 3)
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.	
CHECKED BY: G.W.L.	APPROVED BY: V.E.M.	Greiner Inc. 7650 W. COURTNEY CAMPBELL CAUSEWAY TAMPA FL 33607-1449

# THIS IS NOT A CERTIFIED COPY

OFF. 740880 486  
REC.

## LINE TABLE

LINE 1 N.15°10'11"E. 93.38'  
 LINE 2 N.24°12'00"E. 200.84'  
 LINE 3 S.67°46'54"E. 170.08'  
 LINE 4 S.24°09'13"W. 208.82'  
 LINE 5 S.27°41'53"W. 230.27'  
 LINE 6 S.38°40'51"W. 93.95'  
 LINE 7 S.18°03'52"W. 239.33'  
 LINE 8 S.15°45'33"W. 25.04'  
 LINE 9 S.08°46'12"W. 96.85'  
 LINE 10 S.15°07'50"W. 98.07'  
 LINE 11 S.38°18'23"W. 20.50'  
 LINE 12 N.14°16'42"E. 30.00'  
 LINE 13 N.15°30'24"E. 378.38'

## CURVE TABLE

CURVE 1  
 RADIUS=823.90'  
 DELTA=07°28'48"  
 LENGTH=107.08'  
 CHORD=107.00'  
 TANGENT=53.81'  
 C.B.=N.31°21'35"E.

CURVE 4  
 RADIUS=55.11"  
 DELTA=68°49'27"  
 LENGTH=64.27'  
 CHORD=60.69'  
 TANGENT=36.35'  
 C.B.=S.18°16'34"E.

CURVE 7  
 RADIUS=823.90'  
 DELTA=12°07'30"  
 LENGTH=174.38'  
 CHORD=174.03'  
 TANGENT=87.51'  
 C.B.=N.21°34'09"E.

CURVE 2  
 RADIUS=682.75'  
 DELTA=14°30'54"  
 LENGTH=172.98'  
 CHORD=172.50'  
 TANGENT=86.95'  
 C.B.=N.27°49'14"E.

CURVE 5  
 RADIUS=598.00'  
 DELTA=24°01'41"  
 LENGTH=250.78'  
 CHORD=248.85'  
 TANGENT=127.26'  
 C.B.=N.63°42'27"W.

CURVE 8  
 RADIUS=823.90'  
 DELTA=19°34'16"  
 LENGTH=281.43'  
 CHORD=280.06'  
 TANGENT=142.10'  
 C.B.=N.25°17'46"E.

CURVE 3  
 RADIUS=687.49'  
 DELTA=16°59'11"  
 LENGTH=203.82'  
 CHORD=203.07'  
 TANGENT=102.66'  
 C.B.=S.23°59'37"W.

CURVE 6  
 RADIUS=75.00'  
 DELTA=88°46'18"  
 LENGTH=116.20'  
 CHORD=104.92'  
 TANGENT=73.40'  
 C.B.=N.59°33'33"E.

## COMMON USE INGRESS-EGRESS EASEMENT

### SKETCH NOT A SURVEY

JOB NUMBER: C1075.31	DATE: NOV. 20, 1991	WE HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER OUR DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE HODGSON TECHNICAL STANDARDS FOR SURVEYING PURSUANT TO SECTION 472.07, FLORIDA STATUTES AND CHAPTER 254-6, FLORIDA ADMINISTRATIVE CODE.  BY <u>[Signature]</u> DATE <u>11/21/91</u> CARTER, SURVEYOR, FLORIDA PLS. #4387 NOT VALID UNLESS SIGNED AND CROSSED WITH F.O.S.'S SEAL  <b>Greiner Inc.</b> 1551 S. MILLER AVE. CAMPBELL, CALIFORNIA 95008-1442
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.	
CHECKED BY: G.W.L.	APPROVED BY: V.E.W.	

# THIS IS NOT A COMPOSITE, PAGE 23 of 34 CERTIFIED COPY

Page 1 of 5  
December 19, 1991  
Revised January 10, 1992  
Revised January 21, 1994

ACCESS ROAD B

## Legal Description

That part of the Southeast Quarter of Section 29, and the Southwest Quarter of Section 28, all in Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as Part 1 and Part 2 as follows:

**Part 1:** Beginning at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence North 45°02'17" West, a distance of 147.50 feet to a point of curvature; thence northwesterly along the arc of said curve to the right having a central angle of 19°30'00", a radius of 1766.80 feet, a chord bearing of North 35°17'17" West, and an arc distance of 601.31 feet; thence North 25°32'17" West, a distance of 498.29 feet to a point of curvature; thence northwesterly along the arc of said curve to the left having a central angle of 65°47'56", a radius of 221.50 feet, a chord bearing of North 58°26'15" West, and an arc distance of 254.37 feet; thence South 88°39'47" West, a distance of 30.62 feet to a point of curvature; thence southwesterly along the arc of said curve to the left having a central angle of 90°00'00", a radius of 25.00 feet, a chord bearing of South 43°39'47" West, and an arc distance of 39.27 feet to Point "A"; thence North 01°20'16" West, a distance of 150.00 feet to a point of cusp; thence southeasterly along the arc of said curve to the left having a central angle of 90°00'00", a radius of 25.00 feet, a chord bearing of South 46°20'13" East, and an arc distance of 39.27 feet; thence North 88°39'47" East, a distance of 30.62 feet to a point of curvature; thence southeasterly along the arc of said curve to the right having a central angle of 65°47'56", a radius of 321.50 feet, a chord bearing of South 58°26'15" East, and an arc distance of 369.21 feet; thence South 25°32'17" East, a distance of 498.29 feet to a point of curvature; thence southeasterly along the arc of said curve to the left having a central angle of 19°30'00", a radius of 1666.80 feet, a chord bearing of South 35°17'17" East, and an arc distance of 567.28 feet; thence South 45°02'17" East, a distance of 47.48 feet to the east boundary of the North Half of the Southeast Quarter of said Section 29; continue South 45°02'17" East, a distance of 992.48 feet to the existing northwesterly right-of-way line of Providence Road; thence South 44°56'36" West along said northwesterly right-of-way line, a distance of 100.00 feet; thence North 45°02'17" West, a distance of 892.50 feet, more or less to the POINT OF BEGINNING.

The above described Part 1 contains 249,255.631 square feet or 5.722 acres, more or less.

Together With:

**Part 2:** Commencing at Point "A", previously described above; thence South 88°39'47" West, a distance of 100.00 feet to the POINT OF BEGINNING, said point also being the beginning of a non-tangent curve; thence northwesterly along the arc of said curve to the left having a central angle of 90°00'00", a radius 25.00 feet, a chord bearing of North 46°20'13" West, and an arc distance of 39.27 feet; thence South 88°39'47" West, a distance of 294.25 feet to a point of curvature; thence southwesterly along the arc of said curve to the left having a central angle of 88°43'06", a radius of 30.00 feet, a chord bearing of South 44°18'14" West, and an arc distance of 46.45 feet; thence North 00°03'19" West, a distance of 160.04 feet to a point of cusp; thence southeasterly along the arc of said curve to the left having a central angle of 91°16'54", a radius of 30.00 feet, a chord bearing of South 45°41'46" East, and an arc distance of 47.80 feet; thence North 88°39'47" East, a distance of

Page 2 of 5  
December 19, 1991  
Revised January 10, 1992  
Revised January 21, 1994

THIS IS NOT A  
COMPOSITE, PAGE 24 of 34  
CERTIFIED COPY

290.67 feet to a point of curvature; thence northeasterly along the arc of said curve to the left having a central angle of  $90^{\circ}00'00''$ , a radius of 25.00 feet, a chord bearing of North  $43^{\circ}39'47''$  East, and an arc distance of 39.27 feet; thence South  $01^{\circ}20'16''$  East, a distance of 150.00 feet, more or less to the POINT OF BEGINNING.

The above described Part 2 contains 35,401.314 square feet or 0.813 acres, more or less.

Aggregate area of Part 1 and Part 2 is 284,656.945 square feet or 6.535 acres, more or less.

Less and Except:

Exhibit "B-1":

That part of the Southeast Quarter of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence North  $00^{\circ}02'42''$  West along the east line of the North Half of the Southeast Quarter of said Section 29, a distance of 219.27 feet; thence South  $88^{\circ}36'55''$  West, a distance of 74.62 feet to the POINT OF BEGINNING; continue South  $88^{\circ}36'55''$  West, a distance of 130.91 feet to the beginning of a non-tangent curve; thence along the arc of a curve to the right having a central angle of  $10^{\circ}57'17''$ , a radius of 1766.80 feet, a chord bearing of North  $34^{\circ}42'29''$  West, and an arc distance of 337.81 feet; thence North  $60^{\circ}46'10''$  East, a distance of 100.00 feet to the beginning of a non-tangent curve; thence along the arc of a curve to the left having a central angle of  $13^{\circ}46'32''$ , a radius of 1666.80 feet, a chord bearing of South  $36^{\circ}07'06''$  East, and an arc distance of 400.75 feet more or less to the POINT OF BEGINNING.

The above described Parcel "B-1" contains 36,898.60 square feet or 0.847 acres more or less.  
and less and except:

Exhibit "B-3":

That part of Southeast Quarter of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

THIS IS NOT A  
CERTIFIED COPY

COMPOSITE, PAGE 25 of 34

Page 3 of 5  
December 19, 1991  
Revised January 10, 1992  
Revised January 21, 1994

Beginning at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence North 45°02'17" West, a distance of 147.50 feet to a point of curvature; thence along the arc of a curve to the right having a central angle of 04°51'10", a radius of 1766.80 feet, a chord bearing of North 42°37'11" West, and an arc distance of 149.64 feet; thence North 88°36'55" East, a distance of 130.91 feet to the beginning of a non-tangent curve; thence along the arc of a curve to the left having a central angle of 02°01'55", a radius of 1666.80 feet, a chord bearing of South 44°01'20" East, and an arc distance of 59.11 feet; thence South 45°02'17" East, a distance of 47.48 feet to the east line of the North Half of the Southeast Quarter of said Section 29; thence South 00°01'56" East (South 00°02'42" East (Deed)) along said east line, a distance of 141.42 feet, more or less to the POINT OF BEGINNING.

The above described Parcel "B-3" contains 20,212.15 square feet or 0.464 acres, more or less.

Aggregate area of Parcel B-1 and Parcel B-3 is 57,110.75 square feet or 1.311 acres, more or less.

The above legal descriptions are supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS, No. 4367, said survey made December 1993, and the bearings shown herein are derived from said survey and based on the south line of the North Half of the Southeast Quarter of Section 29, Township 29 South, Range 20 East as being South 88°36'55" West.

TOGETHER WITH:

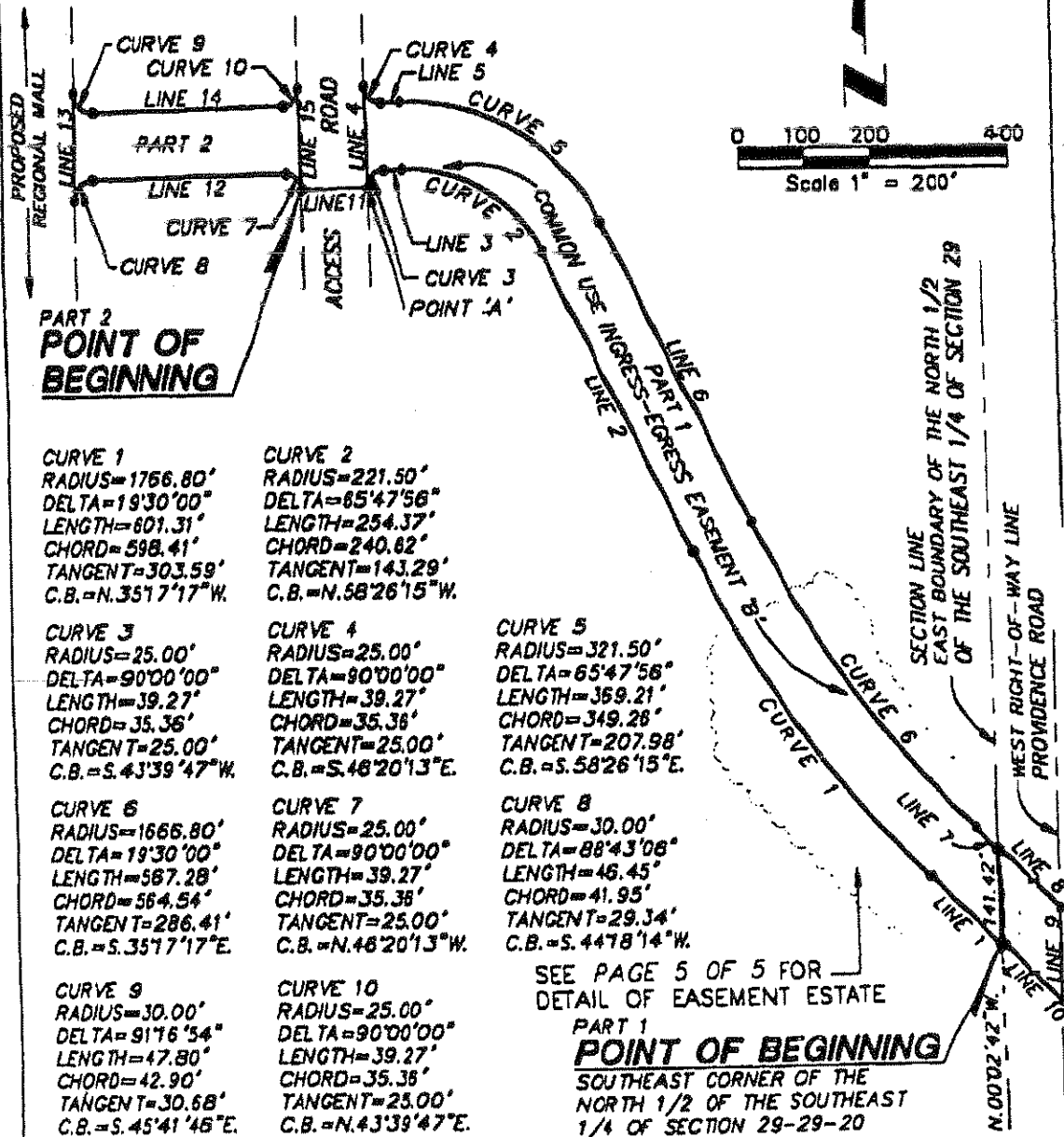
Easement Estate rights over, under, across and through the above described Parcels "B-1" and "B-3", which parcels were conveyed in fee simple to Hillsborough County from Brandon Partners, Ltd., a Florida limited partnership, pursuant to that certain Special Warranty Deed, filed of record July 24, 1992, in Official Record Book 6680, page 167, and that certain Special Warranty Deed filed of record July 24, 1992, in Official Record Book 6680, page 194, of the Public Records of Hillsborough County, Florida, and said Special Warranty Deeds reserved unto the party of the first part therein, and its successors and assigns, an easement estate for ingress and egress to be used in common with all owners (and their successors and assigns) and lessees of the lands described in Exhibit "B" attached to the aforesaid Special Warranty Deeds, on a perpetual, non-exclusive basis.

# SECTION 28 & 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

COMPOSITE, PAGE 26 of 34 LINE TABLE

PAGE 4 OF 5

LINE 1 N. 45°02'17"W. 147.50'	LINE 9 S. 44°58'36"W. 100.00'	OFF. REC. 7408 PG 490
LINE 2 N. 25°32'17"W. 498.28'	LINE 10 N. 45°02'17"W. 882.50'	
LINE 3 S. 88°39'47"W. 30.62'	LINE 11 S. 88°39'47"W. 100.00'	
LINE 4 N. 01°20'16"W. 150.00'	LINE 12 S. 88°39'47"W. 294.25'	
LINE 5 N. 88°39'47"E. 30.62'	LINE 13 N. 00°03'19"W. 160.04'	
LINE 6 S. 25°32'17"E. 498.28'	LINE 14 N. 88°39'47"E. 290.87'	
LINE 7 S. 45°02'17"E. 47.48'	LINE 15 S. 01°20'16"E. 150.00'	
LINE 8 S. 45°02'17"E. 992.48'		



## COMMON USE INGRESS-EGRESS EASEMENT 'B'

### SKETCH NOT A SURVEY

JCB NUMBER: C1075.30	DATE: 12-9-91
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

SEE PAGE 5 OF 5  
FOR CERTIFICATION

**Greiner, Inc.**

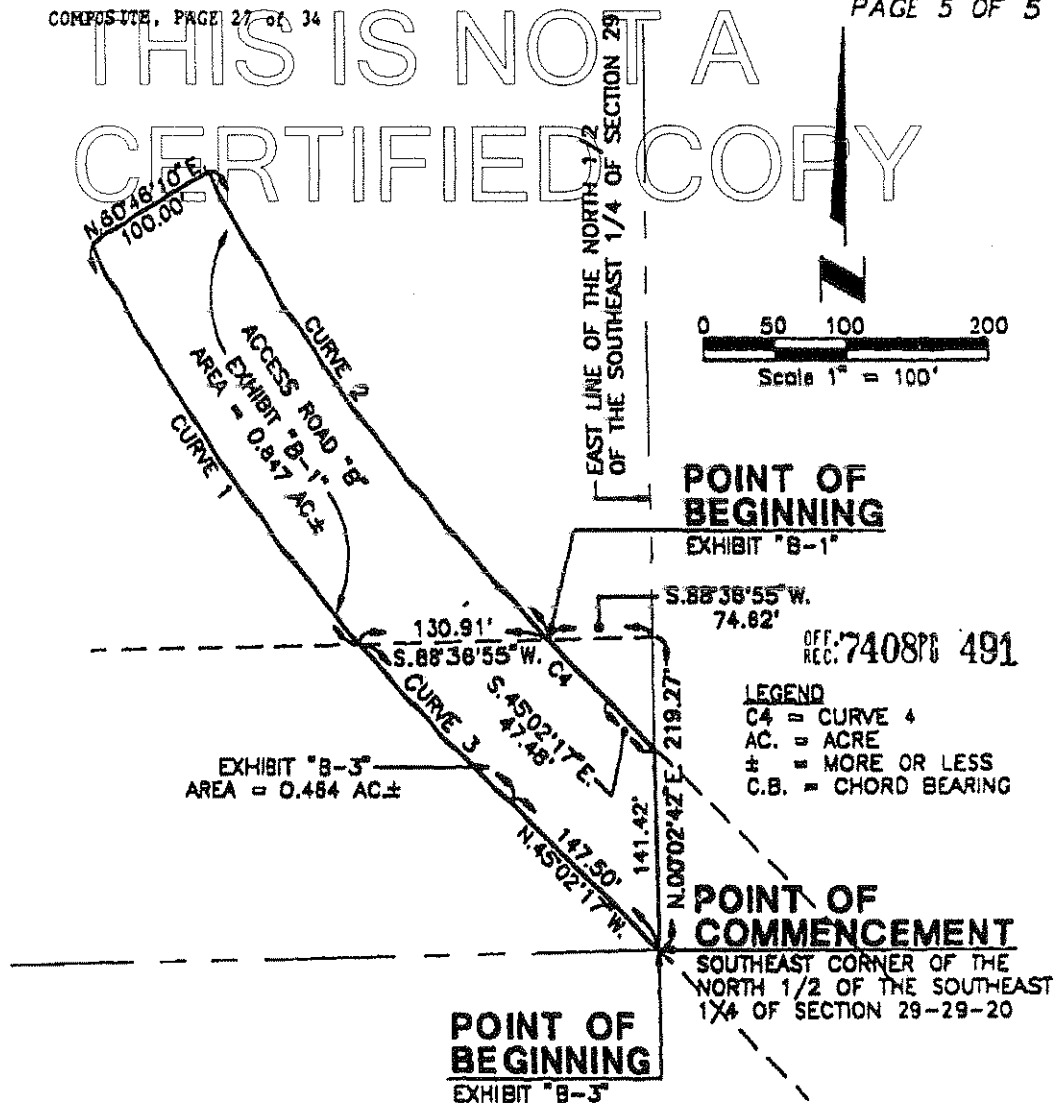
7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA FL 33627-1462

SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

COMPOSITE, PAGE 27 of 34

PAGE 5 OF 5

THIS IS NOT A  
CERTIFIED COPY



**ACCESS ROAD "B" EASEMENT ESTATES  
BRANDON TOWN CENTER**

**SKETCH NOT A SURVEY**

JOB NUMBER: C1075.30	DATE: JAN. 21, 1994
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MODERN TECHNICAL STANDARDS FOR SURVEYING PURSUANT TO SECTION 472.287, FLORIDA STATUTES AND CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE.

BY: *[Signature]* DATE: *[Date]*  
GARY W. LUTES, PLS #4367  
NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL

**Greiner, Inc.**

7650 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA, FL 33607-1462

ESTABLISHED

THIS IS NOT A  
COMPOSITE, PAGE 28 of 34  
CERTIFIED COPY  
ACCESS ROAD D

Page 1 of 5

December 19, 1991

Revised January 21, 1994

Legal Description

OFF. REC. 7408PG 492

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence South  $88^{\circ}36'55''$  West along the south line of the North Half of the Southeast Quarter of said Section 29, a distance of 2647.94 feet to the Southwest corner thereof being the POINT OF BEGINNING; thence South  $00^{\circ}13'19''$  East, a distance of 1170.79 feet (South  $00^{\circ}15'31''$  East, 1171.20 feet (Deed)) along the east boundary line of the Southeast Quarter of the Southwest Quarter of said Section 29 to the north right-of-way line of Causeway Boulevard (State Road 676); thence South  $88^{\circ}31'16''$  West, a distance of 95.00 feet (South  $88^{\circ}31'49''$  West, 95.00 feet (Deed)) along said North right-of-way line; thence North  $00^{\circ}13'19''$  West, a distance of 1170.99 feet (North  $00^{\circ}15'31''$  West, 1171.27 (deed)) to the south boundary line of the Northeast Quarter of the Southwest Quarter of said Section 29; continue thence North  $00^{\circ}13'19''$  West, a distance of 1.00 foot to a point of curvature; thence northeasterly along the arc of said curve to the right having a central angle of  $27^{\circ}32'13''$ , a radius of 297.50 feet, a chord bearing of North  $13^{\circ}32'37''$  East and an arc distance of 142.98 feet to a point of compound curvature; thence northeasterly along the arc of said curve to the right having a central angle of  $26^{\circ}24'47''$ , a radius of 697.50 feet, a chord bearing of North  $40^{\circ}31'24''$  East and an arc distance of 321.54 feet; thence North  $53^{\circ}43'48''$  East, a distance of 46.81 feet to a point of curvature; thence northeasterly along the arc of said curve to the left having a central angle of  $29^{\circ}18'59''$ , a radius of 295.04 feet, a chord bearing of North  $39^{\circ}04'19''$  East and an arc distance of 150.96 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the left having a central angle of  $92^{\circ}56'56''$  a radius of 30.00 feet, a chord bearing of North  $22^{\circ}03'35''$  West, and an arc distance of 48.67 feet to a point of cusp; thence southeasterly along the arc of said curve to the left having a central angle of  $22^{\circ}50'59''$ , a radius of 688.62 feet, a chord bearing of South  $79^{\circ}57'36''$  East and an arc distance of 274.62 feet; thence South  $88^{\circ}36'55''$  West, a distance of 147.29 feet to the beginning of a non-tangent curve; thence southwesterly along the arc of said curve to the left having a central angle of  $39^{\circ}06'19''$ , a radius of 27.50 feet, a chord bearing of South  $41^{\circ}36'56''$  West and an arc distance of 18.77 feet to a point of compound curvature; thence southwesterly along the arc of said curve to the right having a central angle of  $31^{\circ}40'02''$ , a radius of 390.04 feet, a chord bearing of South  $37^{\circ}53'47''$  West and an arc distance of 215.57 feet; thence South  $53^{\circ}43'48''$  West, a distance of 46.81 feet to a point of curvature; thence southwesterly along the arc of said curve to the left having a central angle of  $26^{\circ}24'47''$ , a radius of 602.50 feet, a chord bearing of South  $40^{\circ}31'24''$  West, and an arc distance of 277.75 feet to a point of compound curvature; thence southwesterly along the arc of said curve to the left having a central angle of  $27^{\circ}15'16''$ , a radius of 202.50 feet, a chord bearing of South  $13^{\circ}41'50''$  West and an arc distance of 96.33 feet, more or less to the POINT OF BEGINNING.

The above described easement contains 177,001.82 square feet of 4.063 acres, more or less.



THIS IS NOT A  
CERTIFIED COPY

Page 2 of 5

December 19, 1991

Revised January 21, 1994

OFF. 7408PG 493  
REC.

Less and Except:

Exhibit "B-2":

That part of the South Half of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner ~~of the~~ North Half of the Southeast Quarter of said Section 29; thence South 88°36'55" West along the south line of the North Half of the Southeast Quarter of said Section 29, a distance of 1396.36 feet; thence North 01°23'05" West, a distance of 219.21 feet; thence South 88°36'55" West, a distance of 1133.69 feet to the POINT OF BEGINNING; thence South 88°36'55" West, a distance of 124.13 feet to the beginning of a non-tangent curve; thence along the arc of a curve to the right having a central angle of 18°27'28", a radius of 697.50 feet, a chord bearing of North 44°30'04" East, and an arc distance of 224.70 feet; thence North 53°43'48" East, a distance of 46.81 feet to a point of curvature; thence along the arc of a curve to the left having a central angle of 24°31'32", a radius of 295.04 feet, a chord bearing of North 41°28'02" East, and an arc distance of 126.29 feet; thence South 60°47'45" East, a distance of 95.00 feet to the beginning of a non-tangent curve; thence along the arc of a curve to the right having a central angle of 24°31'32", a radius of 390.04 feet, a chord bearing of South 41°28'02" West, and an arc distance of 166.96 feet; thence South 53°43'48" West, a distance of 46.81 feet to a point of curvature; thence along the arc of a curve to the left having a central angle of 11°23'32", a radius of 602.50 feet, a chord bearing of South 48°02'02" West, and an arc distance of 119.80 feet, more or less to the POINT OF BEGINNING.

The above described Parcel "B-2" contains 34,805.68 square feet or 0.799 acres, more or less, and less and except:

Exhibit "B-4":

That part of the South Half of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence South 88°36'55" West along the south line of the North Half of the Southeast

THIS IS NOT A

Page 3 of 5

December 19, 1991

Revised January 21, 1994

COMPOSITE, PAGE 30 OF 34

CERTIFIED COPY

Quarter of said Section 29, a distance of 2647.94 feet to the Southwest corner of the North Half of the Southeast Quarter of Section 29, being the POINT OF BEGINNING; thence South  $88^{\circ}34'31''$  West along the south line of the North Half of the Southwest Quarter of said Section 29, a distance of 95.00 feet; thence North  $00^{\circ}13'19''$  West, a distance of 1.00 foot to a point of curvature; thence along the arc of a curve to the right having a central angle of  $27^{\circ}32'13''$ , a radius of 297.50 feet, a chord bearing of North  $13^{\circ}32'37''$  East, and an arc distance of 142.98 feet point of compound curvature; thence along the arc of a curve to the right having a central angle of  $07^{\circ}57'19''$ , a radius of 697.50 feet, a chord bearing of North  $31^{\circ}17'41''$  East, and an arc distance of 96.85 feet; thence North  $88^{\circ}36'55''$  East, a distance of 124.13 feet to the beginning of a non-tangent curve; thence along the arc of a curve to the left having a central angle of  $15^{\circ}01'15''$ , a radius of 602.50 feet, a chord bearing of South  $34^{\circ}49'39''$  West, and an arc distance of 157.95 feet to a point of compound curvature; thence along the arc of a curve to the left having a central angle of  $27^{\circ}15'16''$ , a radius of 202.50 feet, a chord bearing of South  $13^{\circ}41'50''$  West, and an arc distance of 96.33 feet, more or less to the POINT OF BEGINNING.

The above described Parcel "B-4" contains 23,450.62 square feet or 0.538 acres, more or less.

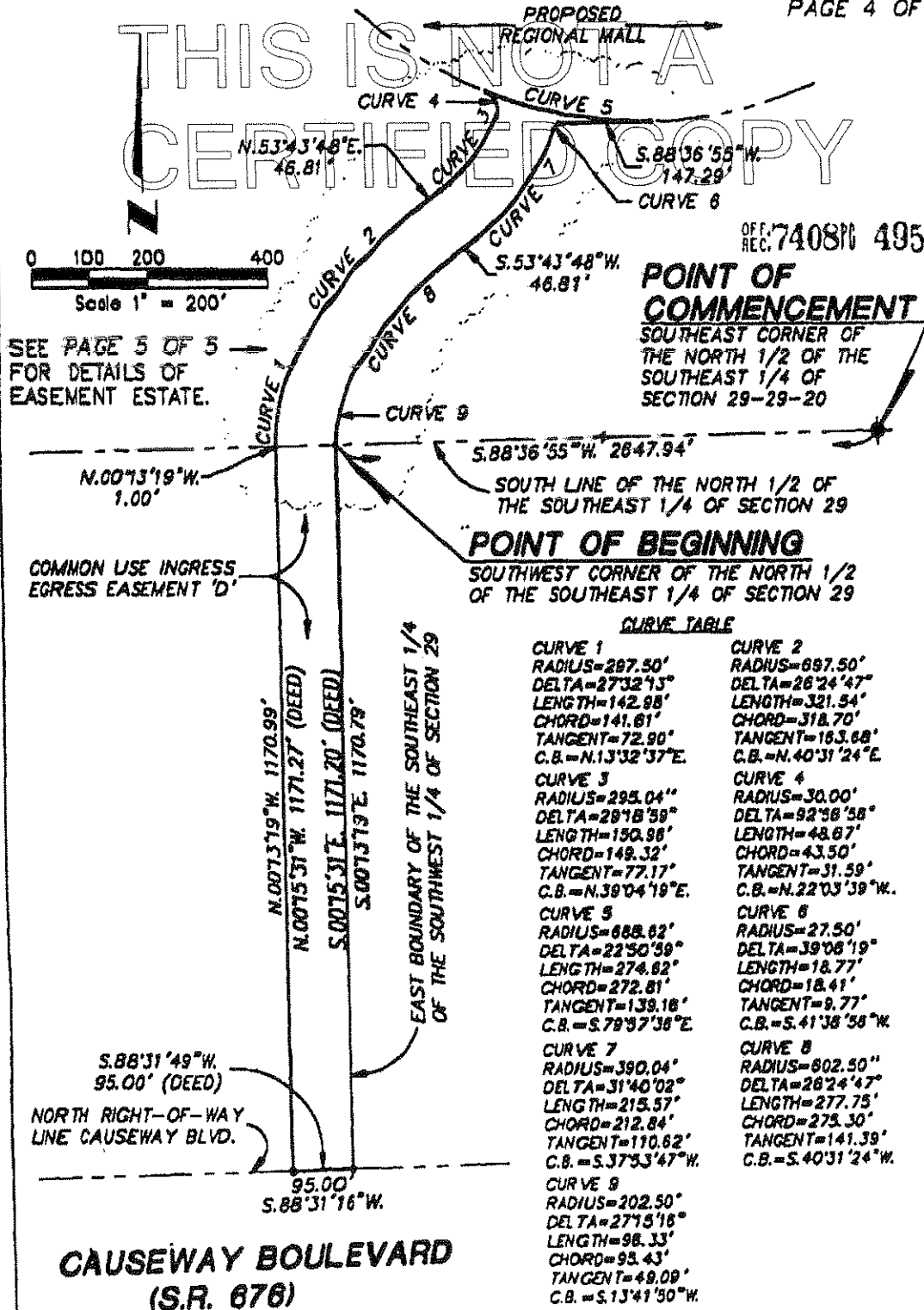
The aggregate area of Parcel B-2 and Parcel B-4 is 58,256.30 square feet or 1.337 acres, more or less.

The above legal descriptions are supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS No. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey and based on the south line of the North Half of the Southeast Quarter of Section 29, Township 29 South, Range 20 East, as being South  $88^{\circ}36'55''$  West.

Note: The dead bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Paged 1313 of the Public Records of Hillsborough County.

TOGETHER WITH:

Easement Estate rights over, under, across and through the above described Parcels "B-2" and "B-4", which parcels were conveyed in fee simple to Hillsborough County from Brandon Partners, Ltd., a Florida limited partnership, pursuant to that certain Special Warranty Deed, filed of record July 24, 1992, in Official Record Book 6680, page 174, and that certain Special Warranty Deed filed of record July 24, 1992, in Official Record Book 6680, page 184, and re-recorded on August 31, 1992, in Official Record Book 6716, page 928, of the Public Records of Hillsborough County, Florida, and said Special Warranty Deeds reserved unto the party of the first part therein, and its successors and assigns, an easement estate for ingress and egress to be used in common with all owners (and their successors and assigns) and lessees of the lands described in Exhibit "B" attached to the aforesaid Special Warranty Deeds, on a perpetual, non-exclusive basis.



**COMMON USE INGRESS-EGRESS EASEMENT 'D'**

**SKETCH NOT A SURVEY**

JOB NUMBER: C1075.30	DATE: DEC. 6, 1991
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

SEE PAGE 5 OF 5  
FOR CERTIFICATION

**Grelner, Inc.**

7630 W. COURTNEY CAMPBELL CAUSEWAY, TAMPA FL 33627-1462

COMPOSITE. PAGE 32 of 34

THIS IS NOT A  
CERTIFIED COPY

LEGEND  
AC. = ACRE  
± = MORE OR LESS  
C.B. = CHORD BEARING

93.00'  
S60°47'45"E

91' CURVE 2

LEGEND

AC. = ACRE

± MORE OR LESS

**CHORD BEARING**

**ACCESS ROAD "D" EASEMENT ESTATES  
BRANDON TOWN CENTER**

SKETCH NOT A SURVEY

C1075.30

JAN. 21, 1994

G.W.L.

J.H.S.

G.W.L.

G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH AND LEGAL DESCRIPTION" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE HATHORN TECHNICAL STANDARDS FOR SURVEYING PURSUANT TO SECTION 47282, FLORIDA STATUTES AND CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE.

BY:

GARY W LUTES, PLS #4367

DATE, 1/2/24

NOT VALID UNLESS SIGNED AND EXPRESSED WITH SURVEYOR'S SEAL

## Greiner, Inc.

7650 W COURTNEY CAMPBELL CAUSEWAY, TAMPA FL 33607-1462

THIS IS NOT A  
CERTIFIED COPY

Page 1 of 2  
January 4, 1994

LEGAL DESCRIPTION  
(DRAINAGE PARCEL)

OFF. REC. 7408P 497

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, State of Florida, more particularly described as follows:

Beginning at the Southeast corner of the West Half of the Northeast Quarter of said Section 29; thence North  $88^{\circ}39'10''$  East (North  $88^{\circ}39'09''$  East (Deed)) along the north line of the Northeast Quarter of the Southeast Quarter of said Section 29, a distance of 298.46 feet; thence South  $01^{\circ}20'16''$  East a distance of 15.00 feet to a point of curvature; thence Southwesterly along the arc of said curve to the right having a central angle of  $90^{\circ}00'00''$ , a radius of 25.00 feet, a chord bearing of South  $43^{\circ}39'47''$  West, and an arc distance of 39.27 feet; thence South  $88^{\circ}39'47''$  West a distance of 290.67 feet to a point of curvature; thence northwesterly along the arc of said curve to the right having a central angle of  $19^{\circ}44'35''$ , a radius of 30.00 feet, a chord bearing of North  $81^{\circ}27'56''$  West, and an arc distance of 10.34 feet; thence North  $00^{\circ}03'19''$  West a distance of 38.19 feet; thence North  $88^{\circ}39'10''$  East a distance of 26.48 feet more or less to the POINT OF BEGINNING.

The above described parcel contains 12,868.03 square feet or 0.295 acres more or less.

The above legal description is supported by a field survey performed by Greiner, Inc. under the direction of Gary W. Lutes, PLS NO. 4367, said survey made December 1993 and the bearings shown herein are derived from said survey and based on the east line of the West Half of the Northeast Quarter of Section 29, Township 29 South, Range 20 East as being North  $00^{\circ}02'44''$  West.

Note: The deed bearing referred to in this legal description is based on a legal description recorded in Official Record Book 4103, Page 1313 of the Public Records of Hillsborough County.

SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST.

COMPOSITE, PAGE 34 of 34

PAGE 2 OF .

THIS IS NOT A  
CERTIFIED COPY

LINE TABLE

LINE 1 N.88°39'10"E. 298.46'  
LINE 2 S.01°20'16"E. 15.00'  
LINE 3 S.88°39'47"W. 290.67'  
LINE 4 N.00°03'19"W. 38.19'  
LINE 5 N.88°39'10"E. 26.48'



OFF. 7408P 498  
REC. 7408P 498

CURVE TABLE

<b>CURVE 1</b>	<b>CURVE 2</b>
RADIUS = 25.00'	RADIUS = 30.00'
DELTA = 90°00'00"	DELTA = 19°44'35"
ARC LENGTH = 39.27'	ARC LENGTH = 10.34'
CHORD = 35.36'	CHORD = 10.29'
C.B. = S.43°39'47"W.	C.B. = N.81°27'55"W.

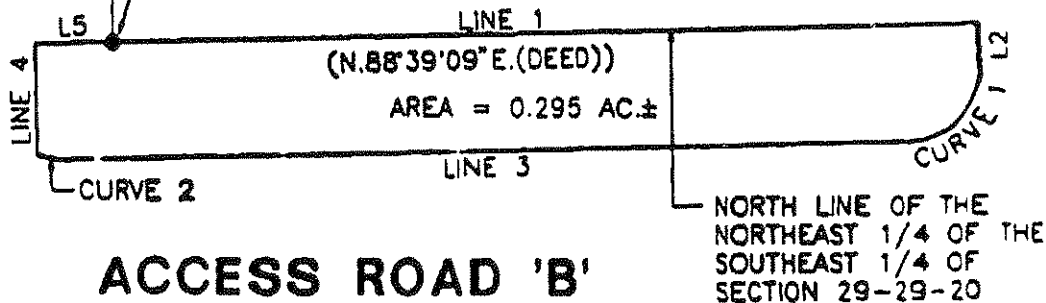
POINT OF  
BEGINNING

SOUTHEAST CORNER OF  
THE WEST 1/2 OF THE  
NORTHEAST 1/4 OF  
SECTION 29-29-20

LEGEND

L1 = LINE 1  
AC. = ACRE  
± = MORE OR LESS  
C.B. = CHORD BEARING

RING ROAD



DRAINAGE PARCEL  
BRANDON TOWN CENTER

SKETCH NOT A SURVEY

JOB NUMBER: C1075.30	DATE: DEC. 28, 1993
CALCULATED BY: G.W.L.	DRAWN BY: J.H.S.
CHECKED BY: G.W.L.	APPROVED BY: G.W.L.

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH AND LEGAL DESCRIPTION" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PRESENTLY PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR L.P.S.E.'S PRESENT TO SECTION 478.08, FLORIDA STATUTES AND CHAPTER 61, FLORIDA ADMINISTRATIVE CODE.

BY: *[Signature]* DATE: *[Blank]*  
BARBARA LUTES, PLS #4387

NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL

**Greiner, Inc.**

1000 W. 10TH STREET CAMPBELL, CALIFORNIA 95823

THIS IS NOT A  
CERTIFIED COPY

*Exhibit B-1*

*Plot Plan of Complete Site*

THIS IS NOT A  
CERTIFIED COPY

# SIGNATURE BLOCK

Exhibit B attached to that certain  
Construction, Operation and Reciprocal  
Easement Agreement by and among J.C.  
Pomeroy Company, Inc., Bland  
Department Stores, Inc. and Bland  
Shopping Center Partners, Ltd.  
dated as of \_\_\_\_\_ 1994.

BLAND SHOPPING CENTER PARTNERS, LTD.

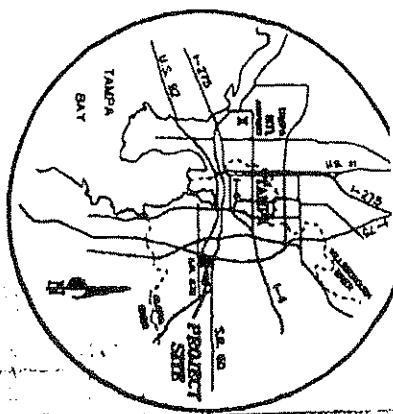
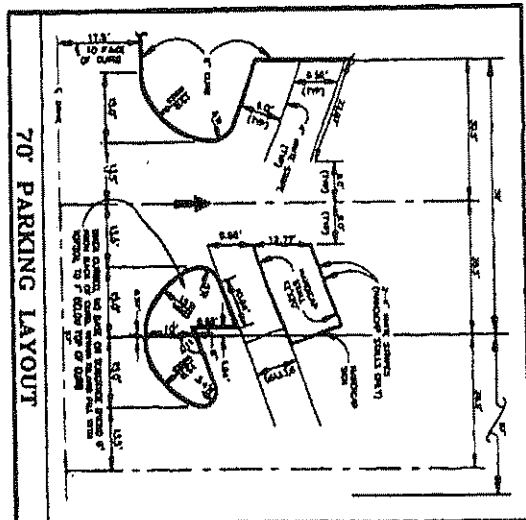
Initial: \_\_\_\_\_

J.C. POMEROY COMPANY, INC.

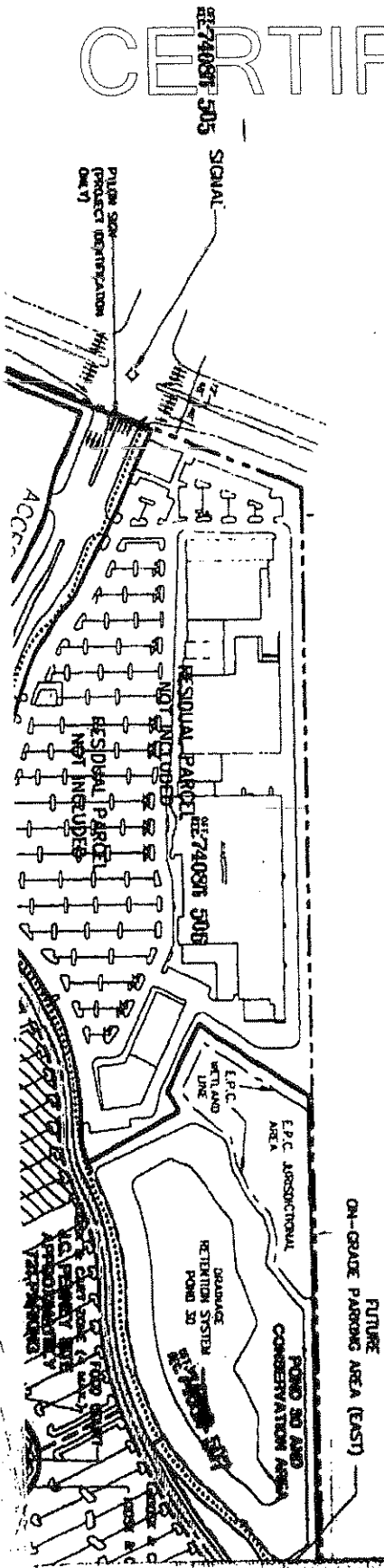
Initial: \_\_\_\_\_

BLAND DEPARTMENT STORES, INC.

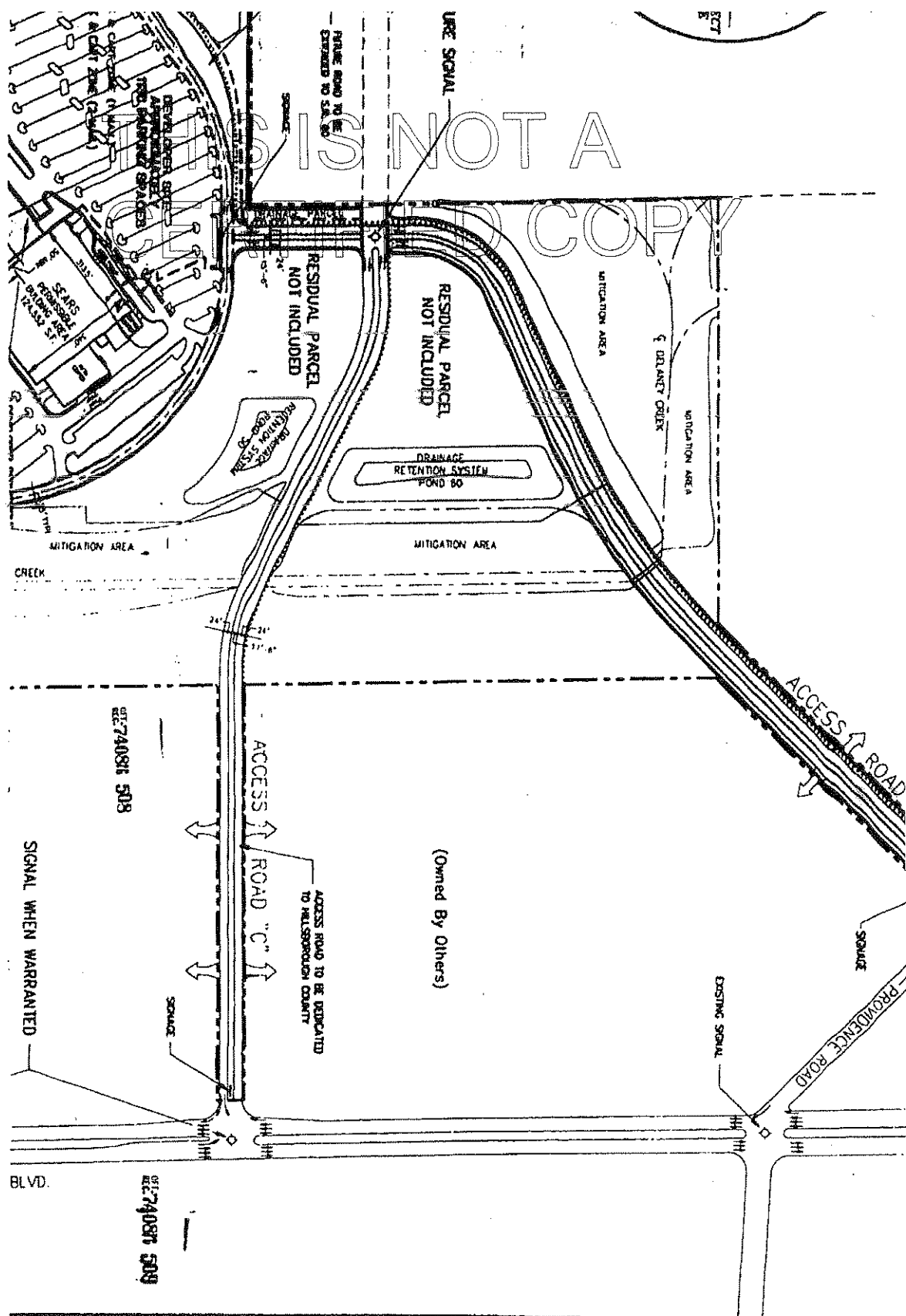
Initial: \_\_\_\_\_



POSSIBLE FUTURE







**ANDON**  
**OWN**  
**ENTER**

BRANDON SHOPPING CENTI  
 PARTNERS, LTD.

ORINER, INC.

**LEGEND**

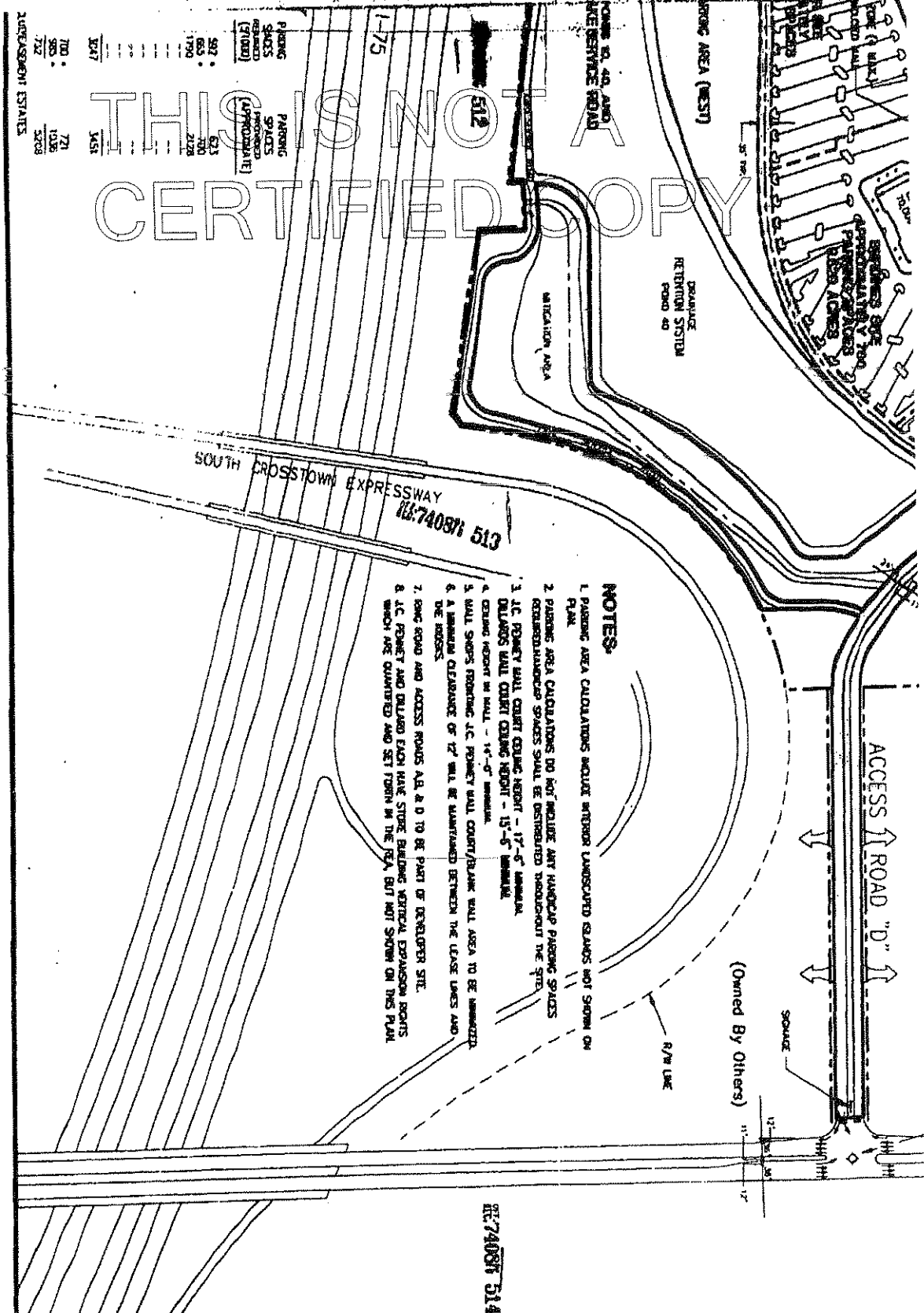
- ORIGINAL PROJECT BOUNDARY
- NO BUILDING CORRIDOR BOUNDARY
- - - SITE BOUNDARIES WITHIN THE SHOPPING CENTER
- ██ KIOSK AND CART ZONE
- TERMINAL LANDSCAPE ISLAND (CURBED)
- ▨ PERMISSIBLE DECK AREA
- ▤ PERMISSIBLE SIGNAGE
- ~ TYPICAL TRUCK COURT SCREENING
- ▭ RING ROAD AND ACCESS ROADS
- ▭ DEVELOPER PERMISSIBLE BUILDING AREA
- ▭ SHOPPING CENTER SITE
- ▭ BIKE PATH
- ▭ CURB CUT

**SITE DATA SUMMARY**

SITE AREA (AC)	APPROXIMATE BUILDING AREA	POND SPACE (S/F)
DEVELOPER'S SITE (INCLUDES)		
STARS SITE	11.350	124,561
BURNING SITE (PARKING)	9.390	160,000
RAIL OTHER PARKING AND RING ROAD	42.220	234,000
ACCESS ROADS "A", "B", AND "D"	14.848	
FUTURE ON-GRADE PARKING (EAST)	1.194	
FUTURE ON-GRADE PARKING (WEST)	6.343	
POND 10, 40, AND LAND SERVICE ROAD	21.844	
LANDSCAPE BUFFER & NW CONSERVATION AREA	4.205	
POND 30 AND CONSERVATION AREA	10.882	
DRAINAGE PARCEL	0.285	
SUB-TOTAL DEVELOPER'S SITE	124.561	
J.C. PINEY SITE	9.555	167,340
DRAINAGE SITE	13.320	207,578
TOTAL SHOPPING CENTER SITE	147.256	

## SITE DATA SUMMARY

[illegible]



THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 500 THRU O.R. BOOK 7408 PAGE  
514 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CC-C-Res*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 500 THRU O.R. BOOK 7408 PAGE  
514 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

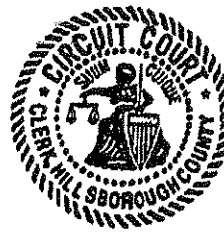
*cc-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 500 THRU O.R. BOOK 7408 PAGE  
514 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CC-C-Res*

THIS IS NOT A  
CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 500 THRU O.R. BOOK 7408 PAGE  
514 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Res-*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 500 THRU O.R. BOOK 7408 PAGE  
514 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CC-Res*



# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 500 THRU O.R. BOOK 7408 PAGE  
514 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CC-Cec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 500 THRU O.R. BOOK 7408 PAGE  
514 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Rsa*

THIS IS NOT A  
CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 500 THRU O.R. BOOK 7408 PAGE  
514 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCO-Rac*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 500 THRU O.R. BOOK 7408 PAGE  
514 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CC-Res*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 500 THRU O.R. BOOK 7408 PAGE  
514 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCO-Res*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 500 THRU O.R. BOOK 7408 PAGE  
514 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCB-Rec*

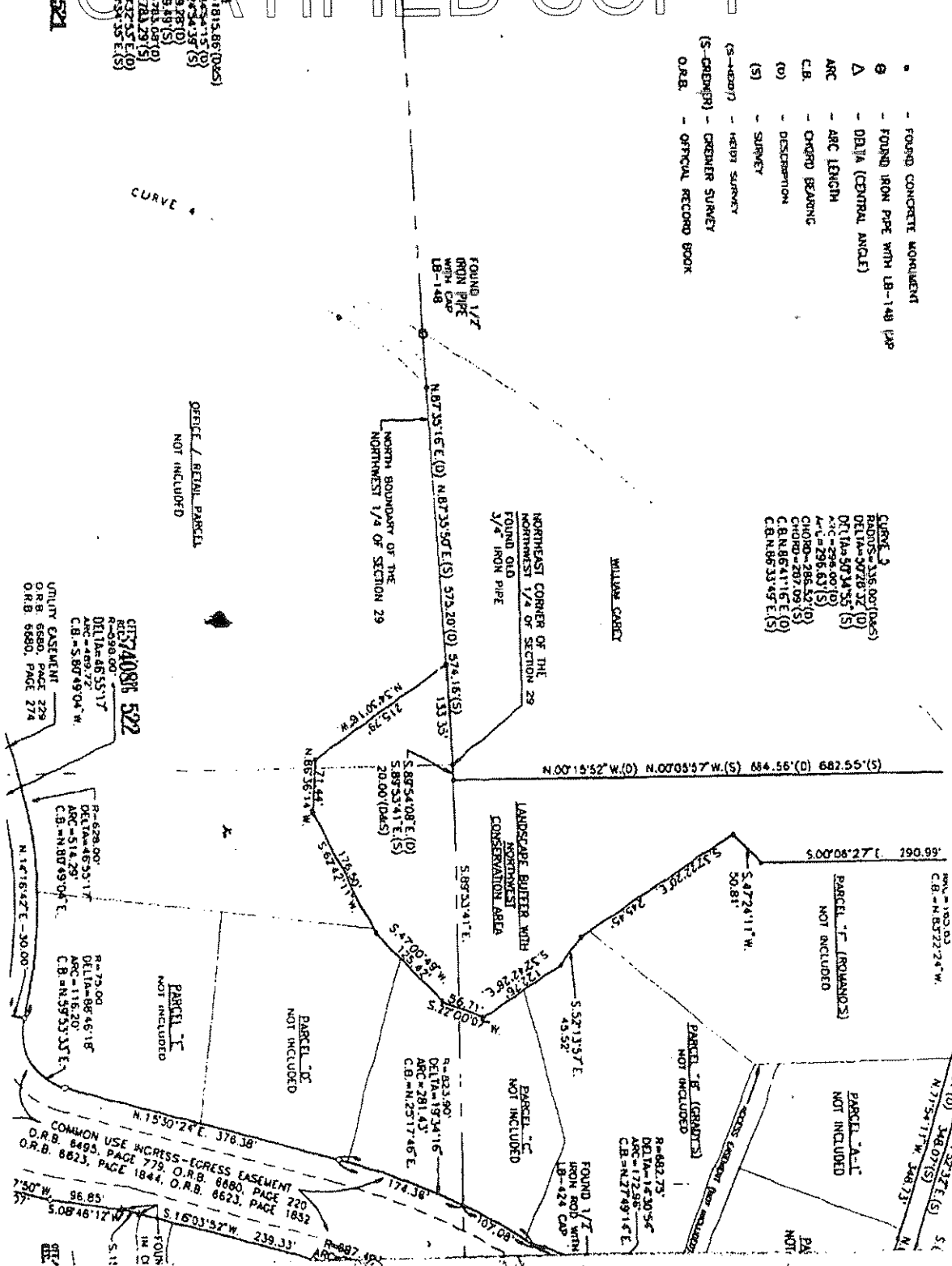
THIS IS NOT A REC-7408PB 515  
CERTIFIED COPY

Exhibit B-2

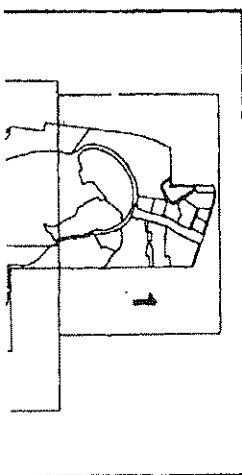
Survey

AT 74086 521

- COUNT = 116.00 (DAS)  
 RADIUS = 30.28 (D)  
 DELTA = 50.74 (S)  
 DT (1A) = 50.74 (S)  
 A/C = 296.60 (D)  
 A/C = 296.60 (S)  
 CHORD = 286.53 (D)  
 CHORD = 287.09 (S)  
 C.B.N.664116'E (D)  
 C.B.N.663349'E (S)







OFF 74087 525

THIS IS NOT A  
CERTIFIED COPY

INTERSTATE 75

PARTY ONE: J. WAITE  
DRAWN: J. SCOTT  
CHECKED: G. LUTES  
SCALE: 1"=100'

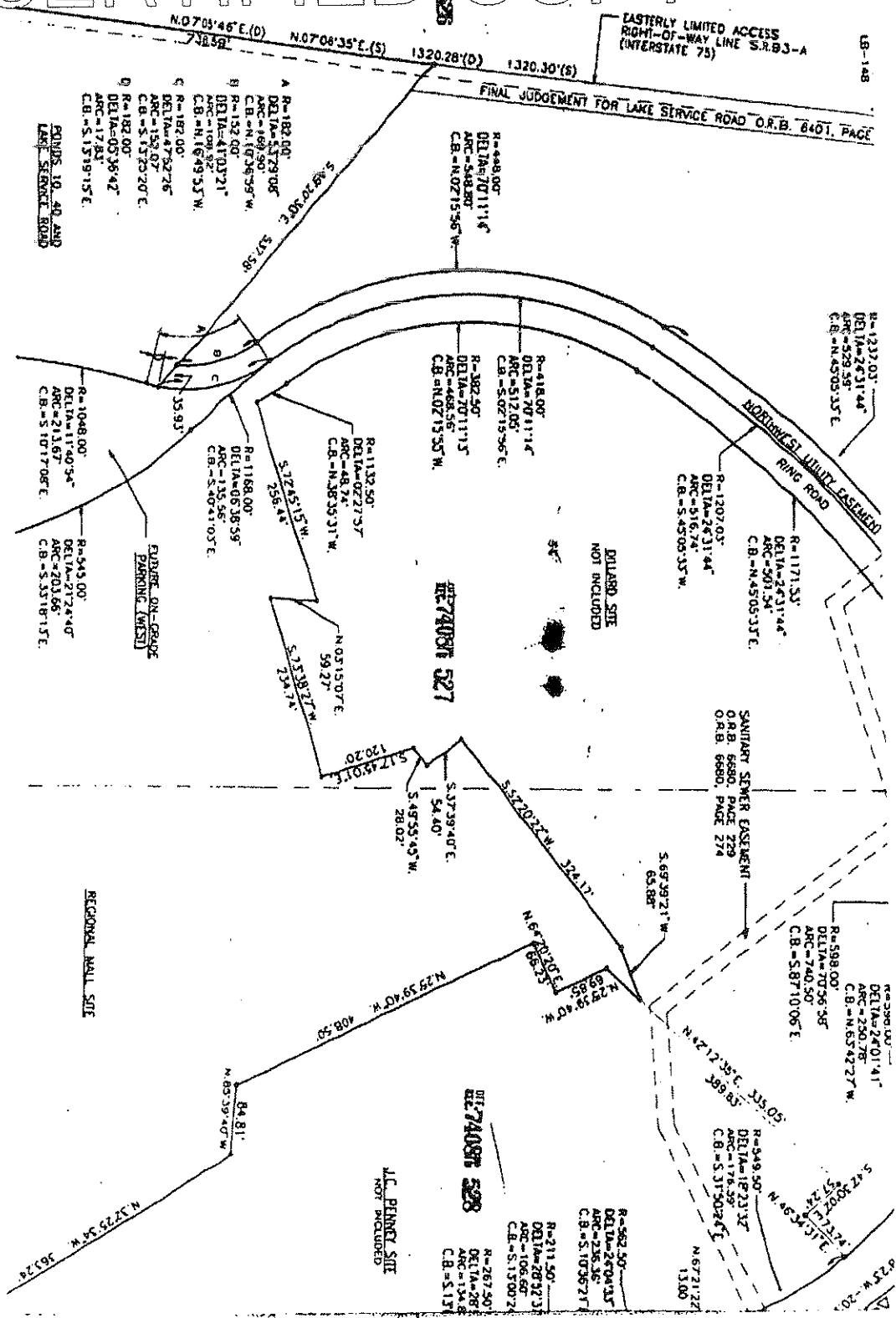
FIELD BOOK: BIC  
PAGES: 36-70  
JOB NO: C1075.30

DATE: 1/27/81

REVISIONS:

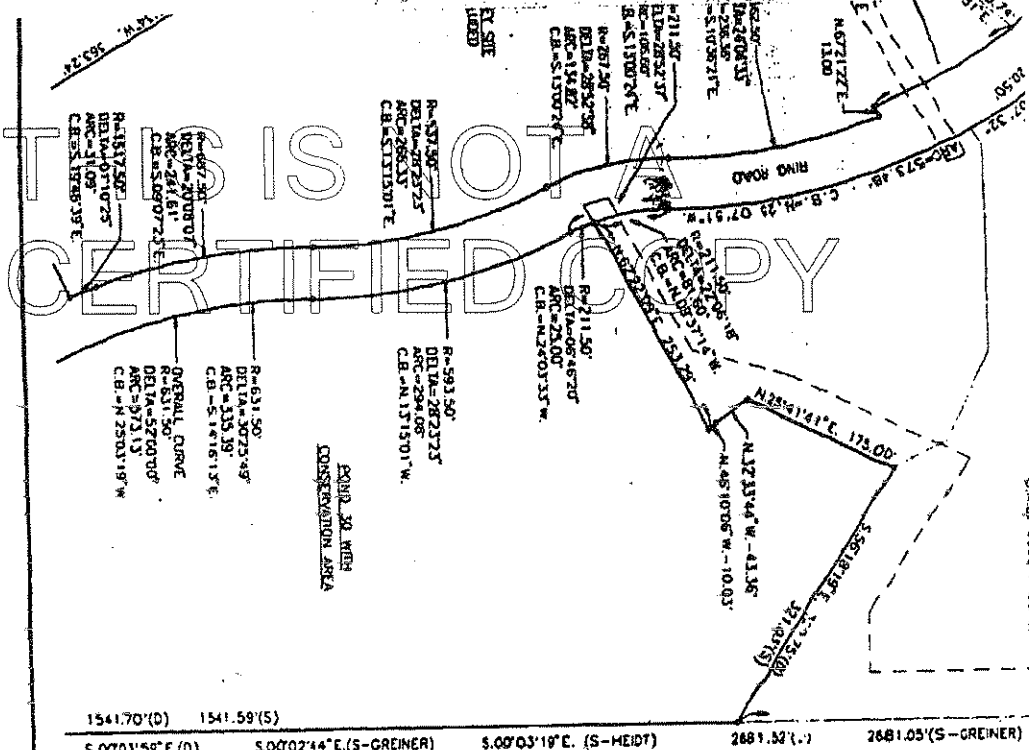
BY: AUP

**Greiner** Engineers, Architects  
and Planners  
Greiner, Inc.  
Tampa, Florida



# KEYMAP

O.R.B. 6680 PAGE 305



DE 74081 529

CONSERVATION AREA

BRANDON TOWN CENTER

BOUNDARY SURVEY OF DEVELOPER SITE  
EXHIBIT B-2

DRAWING NO.  
1 OF 14  
DATE: 10-14-93

**Certified to:**  
Brandon Partners, LTD. A Florida Limited Partnership  
Cold Coast Title Company  
Lawyers Title Insurance Corporation  
DE 74081 529  
\*This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard and Detail Requirements for Land Title Surveys" jointly established and adopted by ALTA and ACSM.

Surveyors Certificate (Date of Survey 10-12-93)

This is to certify that a survey of the herein described property was made under my supervision and meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors, pursuant to Section 472.027 Florida Statutes.

GARY W. LUTES, FLORIDA REGISTERED LAND SURVEYOR NO. 4361  
GREINER, INC.  
7650 W. Courtney Campbell Causeway  
Tampa, FL 33607-1462

THIS SURVEY NOT VALID UNLESS SIGNED AND IMPRINTED WITH AN EMBOSSED SURVEYORS SEAL.

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 516 THRU O.R. BOOK 7408 PAGE  
530 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CLC-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 516 THRU O.R. BOOK 7408 PAGE  
530 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

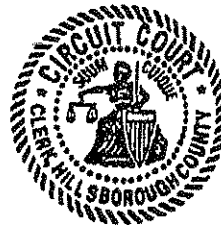
*cc - Lee*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 516 THRU O.R. BOOK 7408 PAGE  
530 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia D. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCB-Rac*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 516 THRU O.R. BOOK 7408 PAGE  
530 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc - Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 516 THRU O.R. BOOK 7408 PAGE  
530 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CC-Res*



# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 516 THRU O.R. BOOK 7408 PAGE  
530 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Haller*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CLC-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 516 THRU O.R. BOOK 7408 PAGE  
530 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Res ✓*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 516 THRU O.R. BOOK 7408 PAGE  
530 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CC-Rec ✓*

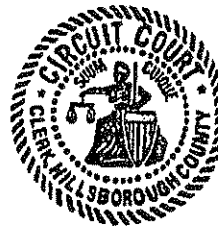
# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 516 THRU O.R. BOOK 7408 PAGE  
530 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-Res*

# THIS IS NOT A CERTIFIED COPY

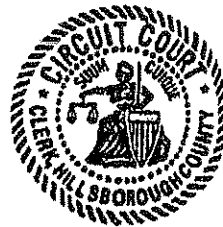
## C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 516 THRU O.R. BOOK 7408 PAGE  
530 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE

CLERK OF CIRCUIT COURT



*Patricia R. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCO- Leo ✓*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 516 THRU O.R. BOOK 7408 PAGE  
530 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT

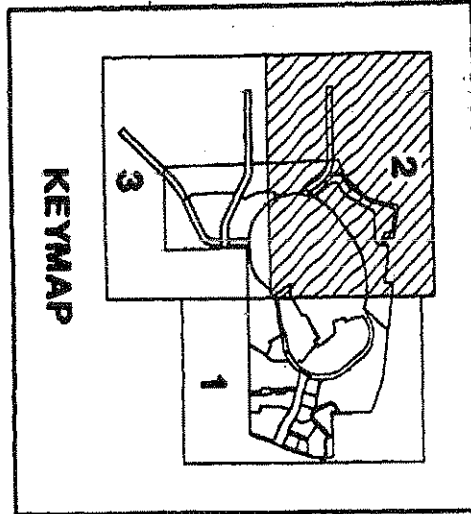


*Patricia R. Haller*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CC-Rec*

THIS IS NOT A  
 CERTIFIED COPY



A R=91.00'  
 DELTA=0708.17'  
 ARC=11.34'  
 C.B.=N.85°39'05"W.  
 B R=221.60'  
 DELTA=2715.17'  
 ARC=85.07'  
 C.B.=N.70°02'4"W.  
 C R=697.50'  
 DELTA=0708.44'  
 ARC=26.12'  
 C.B.=S.54°11'56"E.  
 D R=697.50'  
 DELTA=0728.10'  
 ARC=5.72'  
 C.B.=S.55°02'15"W.  
 E R=697.50'  
 DELTA=0740.34'  
 ARC=20.40'  
 C.B.=S.55°37'55"W.  
 F R=295.04'  
 DELTA=04°47'26"  
 ARC=48.87'  
 C.B.=S.26°48'13"W.  
 G R=900.04'  
 DELTA=2708.96'  
 ARC=48.67'  
 C.B.=N.27°03'39"W.  
 H R=390.04'  
 DELTA=0708.29'  
 ARC=44.62'  
 C.B.=N.25°30'01"E.  
 I R=692.50'  
 DELTA=1501.15'  
 ARC=157.84'  
 C.B.=S.34°49'39"W.  
 J R=297.50'  
 DELTA=2712.15'  
 ARC=14.98'  
 C.B.=N.15°32'37"E.  
 K R=297.50'  
 DELTA=2712.15'  
 ARC=14.98'  
 C.B.=N.15°32'37"E.  
 L R=297.50'  
 DELTA=2712.15'  
 ARC=14.98'  
 C.B.=N.15°32'37"E.  
 M R=697.50'  
 DELTA=0740.34'  
 ARC=20.40'  
 C.B.=S.55°37'55"W.  
 N R=295.04'  
 DELTA=04°47'26"  
 ARC=48.87'  
 C.B.=S.26°48'13"W.

REC-74085 537

SOUTH BOUNDARY LINE OF THE

R=878.07'  
 DELTA=154°7'59"  
 ARC=228.35'  
 C.B.=N.17°02'36"W.

R=11.00'  
 DELTA=2704°04'  
 ARC=71.81'  
 C.B.=S.59°11'07"E.

# INTERSTATE 75



NOTE:  
SEE SHEETS 4 AND 5 FOR  
LEGAL DESCRIPTIONS AND  
GENERAL NOTES.

CURVE 3  
RADIUS=11003.15'(0.65)  
DELTA=207°11'11"E  
ARC=21.77'(0)  
CHORD=21.77'(0)  
CHORD-BEARING=S 89°58'35"E (0)  
C.B.=N 107°08'15"E (S)

CURVE 2  
RADIUS=11783.16'(0.65)  
DELTA=227°26'48"(0.65)  
ARC=303.47'(0)  
CHORD=303.47'(0)  
CHORD-BEARING=S 303.47'E (0)  
C.B.=N 109°05'37"E (S)

CURVE 1  
RADIUS=12000.00'(0.65)  
DELTA=211°11'11"E  
ARC=120.00'(0.65)  
CHORD=120.00'(0.65)  
CHORD-BEARING=S 211°11'11"E (0)

CURVE 2  
RADIUS=71.00'  
DELTA=85°34'26"  
ARC=126.04'  
CHORD=126.04'  
CHORD-BEARING=S 53°27'50"E  
C.B.=S 47°26'09"W

PARCEL 2 DE 2  
RIGHT-OF-WAY FOR DELAWARE CREEK  
O.R.B. 6716, PAGE 528  
O.R.B. 6680, PAGE 184  
(NOT INCLUDED)

CURVE 1  
RADIUS=5208.07'(0.65)  
DELTA=27°45'24"E (0)  
ARC=57.43'(0)  
CHORD=57.43'(0)  
CHORD-BEARING=S 27°45'24"E (0)  
C.B.=N 62°54'11"E

CURVE 1A  
RADIUS=789.48'(0)  
DELTA=79°31'11"E  
ARC=130.00'  
CHORD=130.00'  
CHORD-BEARING=S 79°31'11"E (0)  
C.B.=N 45°34'11"E

EASTERLY RIGHT-OF-WAY  
LINE OF STATE ROAD 83A  
(INTERSTATE 75)

R=71.00'  
DELTA=82°04'04"  
ARC=78.91'  
C.B.=S 59°11'10"E

POINTS 10, 40 AND  
LAKES SERVICE ROAD

REC 740815 539

R=793.00'  
DELTA=45°58'57"

FUTURE ON-GRASS PARKING (DEED)

PARALLEL CURVE  
R=1688.00'  
DELTA=36°15'00"  
ARC=107.81'  
C.B.=S 53°40'49"E

R=1688.00'  
DELTA=36°15'00"  
ARC=107.81'  
C.B.=S 53°40'49"E

R=81.00'  
DELTA=167°00'10"  
ARC=30.16'  
C.B.=S 103°11'11"E

R=71.00'  
DELTA=85°31'45"  
ARC=126.04'  
CHORD=126.04'  
CHORD-BEARING=S 53°27'50"E

EASTERLY LIMITED ACCESS RIGHT-OF-WAY  
LINE S.R. 93A (WIDENING 75)

FINAL ALIGNMENT FOR LAKE SERVICE ROAD  
O.R.B. 6401, PAGE 1082

1590.00' (0.65)

N 35°26'32"W (S)  
41.70'(0) 41.74'(S)

N 61°35'31"W (D)  
106.51'(0.65)

N 81°33'31"W (D)  
55.68'(0.65)

N 77°45'45"W (D)  
113.04'(0.65)

N 71°02'22"W (D)  
127.54'(0.65)

C.B.=N 51°58'13"E

C.B.=S 51°58'13"E

C.B.=N 51°58'13"E

C.B.=S 51°58'13"E

C.B.=N 51°58'13"E

C.B.=S 51°58'13"E

C.B.=N 51°58'13"E

C.B.=S 51°58'13"E

C.B.=N 51°58'13"E

C.B.=S 51°58'13"E





[illegible]

# BOUNDARY SURVEY OF DEVELOPER SITE

2 of 14  
PAGE 10-14-83

SEE DRAWINGS  
3 OF 14 FROM  
CURVE DATA

**A.C.22BODY SITE**  
**(NOT RECURSED)**

Room 12217  
DELMA-751432  
AIRC-32A16  
C.B.-2215480878.

**POINT OF  
RECAPITULATION**  
**THE SAME**

**RESTRICTED MAIL SITE**

3700

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 531 THRU O.R. BOOK 7408 PAGE  
545 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-lee*

# THIS IS NOT A CERTIFIED COPY

## C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 531 THRU O.R. BOOK 7408 PAGE  
545 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-lead*

THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 531 THRU O.R. BOOK 7408 PAGE  
545 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hittes*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCO-Res*

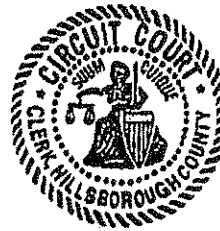
THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 531 THRU O.R. BOOK 7408 PAGE  
545 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hutter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-lee*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 531 THRU O.R. BOOK 7408 PAGE  
545 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

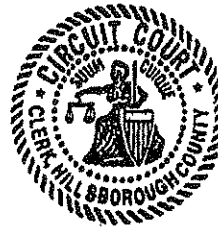
*CCC-lee*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 531 THRU O.R. BOOK 7408 PAGE  
545 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Res*



THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 531 THRU O.R. BOOK 7408 PAGE  
545 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-sec*

THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 531 THRU O.R. BOOK 7408 PAGE  
545 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE

CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-fee*

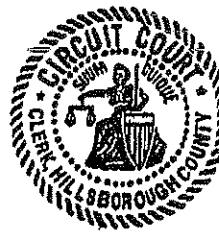
# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 531 THRU O.R. BOOK 7408 PAGE  
545 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hutter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Res*

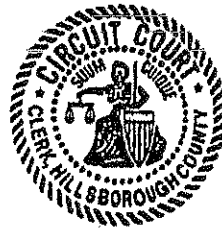
# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 531 THRU O.R. BOOK 7408 PAGE  
545 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hittler*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-les*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 531 THRU O.R. BOOK 7408 PAGE  
545 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-les*

# THIS IS NOT A CERTIFIED COPY

REC-74087 551

CAUSEWAY BOULEVARD  
(S.R. NO. 676)

RSP, J. TAMPA LTD.

BRANDON - OXFORD ASSOC. LTD. PARTNERSHIP

REC-74087 552

1382.07' SEARS)  
2341.91' BURDINES)

S. 88°36'55"W. 1328.96' (C)  
S. 88°36'55"W. 1428.88' (C)

SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4  
OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 20 EAST.

PARCEL 1 OF 2

S. 88°36'55"W. (D) 2647.94' (C)  
10.01'

S. 88°36'55"W. (S)  
10.01'

R-423.95' (C)  
N. 00°07'37"W. 48.90'  
N. 00°07'37"W. 51.09'

EXHIBIT "B-4"  
DEANUCE LUSTINE  
O.R.B. 6680 PAGE  
5000737E.

S. 88°31'40"W. (D)  
80.00' (D)

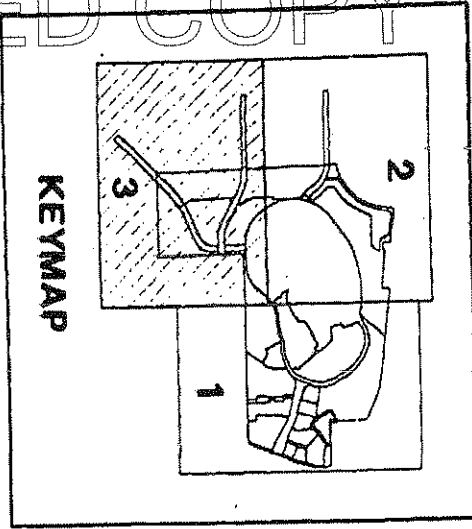
N. 00°09'11"W. 1169.42' (D)  
TEMPORARY EASEMENT O.R.B. 6680, PAGE 253  
RESERVED EASEMENT O.R.B. 6611, PAGE 7  
S. 00°09'11"E. 1169.30' (D)

RSP, J. TAMPA LTD.



THIS IS NOT A  
CERTIFIED COPY

BE 74087 556



PARTY CHIEF: J. WHITE  
DRAIN: J. SCOTT  
DEVELOP: G. LUTS

PROJ. BOOK: BIC  
PAGES: 36-70  
JOB NO: C1075.10

DATE: 11/11/11

REVISIONS

BY: J. WHITE  
DATE: 11/11/11

**Greiner** Engineers, Architects  
Greiner, Inc.  
Tampa, Florida

PROVIDENCE ROAD

FOUND 4" x 4" CONCRETE MONUMENT  
PLS TO 850  
FOUND 1" x 1" ROD ROAD (NO CAP)  
FOUND 1" x 1" ROD-OUT-WAY LINE OF PROVIDENCE ROAD

BE 74087 557

SOUTH TAMPA LTD.  
N. 45° 02' 17" W. (D&S) 892.51' (D) 892.50' (S)  
TEMPORARY UTILITY AND ACCESS EASEMENT O.R.B. 6680, PAGE 169  
INGRESS - EGRESS UTILITY EASEMENT O.R.B. 5468 PAGE 105  
992.51' (D) 992.48' (S)

POINT OF COMMENCEMENT  
STARTS SITE AND BURDENS SITE  
SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SECTION 20, TOWNSHIP 29 SOUTH, RANGE 20 EAST.  
FOUND 4" x 4" CONCRETE MONUMENT  
141.47  
142.50  
N. 45° 02' 17" W.

LEGEND: 8" x 3" ROAD EASEMENT O.R.B. 6680, PAGE 167

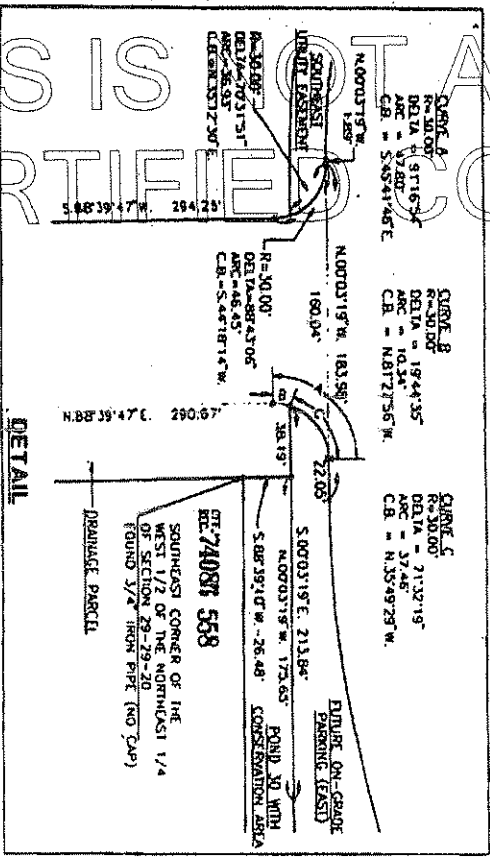


R=1666.40'  
 DELTA=47°01'35"  
 ARC=59.11'  
 C.B.=S.44°01'20"E

C.B.=S.36°07'08"E  
 S.00°02'47"E (10) S.00°01'56"E (5) 1:187.12(10) 1:187.26(15)

NORTHEAST CORNER OF THE  
 NORTHEAST 1/4 OF THE  
 SOUTHEAST 1/4 OF SECTION  
 28, TOWNSHIP 28 SOUTH,  
 RANGE 20 EAST  
 FOUND 4"x4"  
 CONCRETE MONUMENT

SOUTH TAPPA LTD.



LEGEND

- FOUND IRON ROD WITH LB-2 CAP (UNLESS OTHERWISE NOTED)
- SET IRON ROD WITH LB-2 CAP (UNLESS OTHERWISE NOTED)
- FOUND CONCRETE MONUMENT
- FOUND IRON PIPE WITH LB-148 CAP
- DELTA (CENTRAL ANGLE)
- ARC LENGTH
- CHORD BEARING
- DESCRIPTION
- SURVEY
- HEED SURVEY
- GREENER SURVEY
- OFFICIAL RECORD BOOK

BRANDON TOWN CENTER

BOUNDARY SURVEY OF DEVELOPER SITE

DRAWING NO  
 3 OF 14  
 DATE 10-14-93

# THIS IS NOT A CERTIFIED COPY

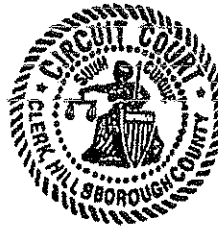
CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 546 THRU O.R. BOOK 7408 PAGE  
560 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE

CLERK OF CIRCUIT COURT



*Patricia B. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc-lee*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 546 THRU O.R. BOOK 7408 PAGE  
560 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE

CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

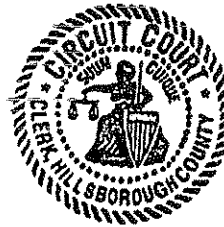
*cc-lee*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 546 THRU O.R. BOOK 7408 PAGE  
560 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc-lee*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 546 THRU O.R. BOOK 7408 PAGE  
560 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia B. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

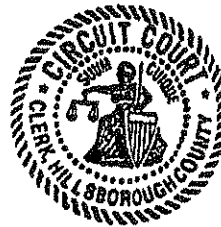
*cc-lee*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 546 THRU O.R. BOOK 7408 PAGE  
560 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-lee*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 546 THRU O.R. BOOK 7408 PAGE  
560 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc-lee*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 546 THRU O.R. BOOK 7408 PAGE  
560 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*acc-lee*



# THIS IS NOT A CERTIFIED COPY

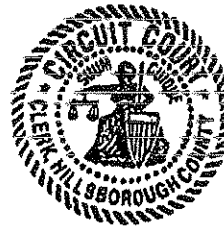
CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 546 THRU O.R. BOOK 7408 PAGE  
560 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE

CLERK OF CIRCUIT COURT

*Patricia A. Hatten*  
DEPUTY CLERK



RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

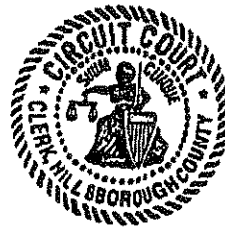
*cec-lee*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 546 THRU O.R. BOOK 7408 PAGE  
560 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*acc-lee*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 546 THRU O.R. BOOK 7408 PAGE  
560 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc-lee*

# THIS IS NOT A CERTIFIED COPY

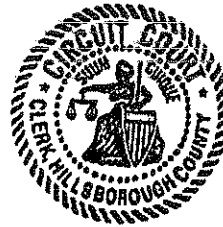
CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 546 THRU O.R. BOOK 7408 PAGE  
560 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE

CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc-lee*







point of curvature: thence northwesterly along the arc of said curve to the right bearing a central angle of 0350'35", a radius of 651'27 feet, a chord bearing of North 00°53'54" East, and an arc distance of 436.50 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the left bearing a central angle of 25°24'55", a radius of 1023'85 feet, a chord bearing of North 09°53'13" West, and an arc distance of 480.85 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the left bearing a central angle of 21°24'40", a radius of 594.00 feet, a chord bearing of North 33°18'13" West, and an arc distance of 200.68 feet to a point of reverse curvature; thence northwesterly along the arc of said curve to the right bearing a central angle of 06°38'35", a radius of 135.56 feet, a chord bearing of North 42°41'05" West, and an arc distance along the arc of said curve to a point of compound curvature; thence north along the arc of said curve to the right bearing a central angle of 70°11'46", a radius of 418.00 feet, a chord bearing of North 02°15'56" West, and an arc distance of 312.03 feet to a point of compound curve; thence northwesterly along the arc of said curve to a central angle of 24°31'44", a radius of 1207'03 feet, a chord bearing of North 49°05'35" East, and an arc distance of 516.74 feet; thence northwesterly along the arc of said curve to the right of curvature; thence southwesterly along the arc of said curve to the right bearing a central angle of 70°35'56", a radius of 358.00 feet, a chord bearing of North 81°01'05" East, and an arc distance of 740.50 feet; thence North 36°18'13" East, a distance of 20.50 feet to the beginning of a non-tangent curve; thence southwesterly along the arc of said curve to the right bearing a central angle of 33°07'32", a radius of 618.30 feet, a chord bearing of South 06°10'35" East, and an arc distance of 513.48 feet to a point of reverse curvature; thence southwesterly along the arc of said curve to the left bearing a central angle of 28°52'37", a radius of 211.50 feet, a chord bearing of South 13°00'24" East, and an arc distance of 106.60 feet, a chord bearing of South 13°00'24" East, and on arc distance of 106.60 feet, a chord bearing of South 13°00'24" East, and on arc distance of 553.50 feet, a chord bearing of a central angle of 28°33'23", a radius of 553.50 feet, a chord bearing of South 13°15'01" East, and on arc distance of 294.00 feet to a point of reverse curvature; thence southwesterly along the arc of said curve to the left bearing a central angle of 37°25'45", a radius of 631.50 feet, a chord bearing of South 14°18'13" East, and on arc distance of 635.39 feet; thence bearing of South 66°21'46" West a distance of 26.25 feet to the beginning of a non-tangent curve; thence southwesterly along the arc of said curve to the left bearing a central angle of 15°10'22", a radius of 182.00 feet, a chord bearing of South 31°28'37" East, and on arc distance of 405.45 feet to a point of reverse curvature; thence southwesterly along the arc of said curve to the right bearing a central angle of 31°15'21", a radius of 643.00 feet, a chord bearing of South 31°06'40" East, and on arc distance of 440.55 feet more or less to the POINT OF BEGINNING.

The above described parcel contains 3,730,231.95 square feet or 85.635 acres more or less.

AT 74087 575

DATA REC'D AND  
4 of 14  
DATE: 10-14-93



# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 561 THRU O.R. BOOK 7408 PAGE  
575 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc-lee*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 561 THRU O.R. BOOK 7408 PAGE  
575 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hutter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

000-Res-

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 561 THRU O.R. BOOK 7408 PAGE  
575 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCO-lee*

THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 561 THRU O.R. BOOK 7408 PAGE  
575 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*acc-les*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 561 THRU O.R. BOOK 7408 PAGE  
575 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

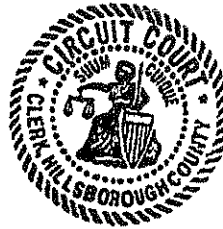
*ccc-les*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 561 THRU O.R. BOOK 7408 PAGE  
575 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

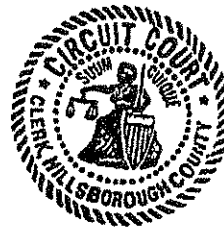
CCO-les

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 561 THRU O.R. BOOK 7408 PAGE  
575 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Leticia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

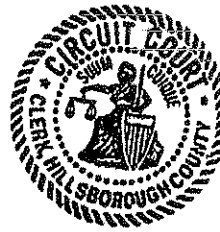
*ccc-lee*

THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 561 THRU O.R. BOOK 7408 PAGE  
575 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCO-lee*



THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 561 THRU O.R. BOOK 7408 PAGE  
575 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-lee*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 561 THRU O.R. BOOK 7408 PAGE  
575 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

CCO-Res

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 561 THRU O.R. BOOK 7408 PAGE  
575 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE

CLERK OF CIRCUIT COURT



*Leticia A. Hutter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc-lee*

OFF 7408N 581

REC-740816 577

(J.C. PENNEY)

That part of Section 29, Township 29 South, Range 20 East, Milbrorough County, State of Florida, more particularly described as follows:

[illegible]

The above described parcel contains 407.49358 square feet or 9.355 acres, more or less

{DILLARD}

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, State of Florida, more particularly described as follows:

[illegible]

The above described Part

Exhibit "B-5"

Losmead Estate as to  
Warrenty Deed between  
Hillsborough County, at  
5680, page 167, of the  
particularly described &  
That part of the South  
Florida, being more or  
less of the

Quarter of said  
147.50 feet to  
having a center  
bearing of North  
North 88.36.55  
longer curve,  
of 0201.55.0  
44.01.20 East,  
4502.17 East  
the Southeast Q  
along said east  
BEGINNING.

EXHIBIT "B-4"

Easement Estate as to  
Wrongful Deed between  
Hillsborough County, do  
6580, page 174, of the  
particularly described as  
That part of the South  
County, Florida being

Quarter of said  
line of the North  
to 264794 feet to  
of said Section  
88°34'31" West  
Quarter of said  
Well a distance  
curve to the right  
feet, a chord be-  
feel to point at  
having a central  
of North 317°4  
88°36'55 East a  
curve; thence old  
501°15", a rock  
West, and on ar-  
thence along the  
27°15'16" a rock  
West, and on ar-  
BECLINING.

The above described P

ACCRECAT  
1,103,011

OFF: 740816 582

FUTURE REQUIRED CASH

High Park, in the north  
Hillsborough County. For

Commencing at  
29: mence Sou.

REC-74081 578

REC-74081 579

REC-74081 580

LESS AND EXCEPT:

CHHBT "B-3" Easement. Easement to have certain parcel contained in, and pursuant to that certain Special Easement (Easement) between the State of Florida and the State of Florida, dated July 24, 1992, in Official Record Book 1580, page 167, of the Public Records of Hillsborough County, Florida, said parcel being more particularly described as follows:

That part of the Southeast Quarter of Section 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of the North Half of the Southeast Quarter of said Section 29, thence North 43°02'17" West a distance of 147.54 feet to point of curvature, thence along the arc of a curve to the right bearing of 0°51'10", a radius of 178.64 feet, thence North 88°35'25" East a distance of 130.81 feet to the beginning of a compound curve, thence along the arc of a curve to the right bearing of 0°00'15", a radius of 166.80 feet, a chord bearing the South 43°02'17" East, and on arc distance of 50.11 feet, thence to the North Half of the Southeast Quarter of Section 29, thence South 07°02'42" East a distance of 141.42 feet more or less to the POINT OF BEGINNING.

The above described parcel "B-3" contains 20.21215 square feet or 0.464 acres more or less.

AND EXCEPT:

That certain parcel containing 1.0310120 square feet or 0.0234 acres more or less, being more particularly described as follows:

Beginning at the Southeast corner of the North Half of the Southeast Quarter of said Section 29, thence South 88°35'25" West along the South line of said Section 29, a distance of 130.81 feet to the POINT OF BEGINNING, thence South 07°02'42" East a distance of 141.42 feet more or less to the POINT OF BEGINNING.

That certain parcel containing 1.0310120 square feet or 0.0234 acres more or less, being more particularly described as follows:

Beginning at the Southeast corner of the North Half of the Southeast Quarter of said Section 29, thence South 88°35'25" West along the South line of said Section 29, a distance of 130.81 feet to the POINT OF BEGINNING, thence South 07°02'42" East a distance of 141.42 feet more or less to the POINT OF BEGINNING.

AGGREGATE AREA OF THE ABOVE LESS AND EXCEPT PARCELS  
1.0310120 SQUARE FEET OR 0.0234 ACRES MORE OR LESS

REC-74081 583

REC-74081 584

REC-74081 585

FUTURE REQUIRED EASEMENT: (UTILITY EASEMENT)

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29, thence South 88°35'25" West along the South line of said Section 29, a distance of 130.81 feet to the POINT OF BEGINNING, thence South 07°02'42" East a distance of 141.42 feet to the beginning of a non-tangent curve, thence along the arc of a curve to the right bearing of 0°00'15", a radius of 166.80 feet, a chord bearing the South 43°02'17" East, and on arc distance of 50.11 feet more or less to the POINT OF BEGINNING.

The above described parcel contains 1.27288 square feet or 0.029 acres more or less.

LEASE SITE WITHIN DEVELOPERS TRACT

(SURFACES)

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29, thence South 88°35'25" West along the South line of said Section 29, a distance of 130.81 feet to the POINT OF BEGINNING, thence South 07°02'42" East a distance of 141.42 feet to the beginning of a non-tangent curve, thence along the arc of a curve to the right bearing of 0°00'15", a radius of 166.80 feet, a chord bearing the South 43°02'17" East, and on arc distance of 50.11 feet more or less to the POINT OF BEGINNING.

LEASE SITE WITHIN DEVELOPERS TRACT

(SURFACES)

That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29, thence South 88°35'25" West along the South line of said Section 29, a distance of 130.81 feet to the POINT OF BEGINNING, thence South 07°02'42" East a distance of 141.42 feet to the beginning of a non-tangent curve, thence along the arc of a curve to the right bearing of 0°00'15", a radius of 166.80 feet, a chord bearing the South 43°02'17" East, and on arc distance of 50.11 feet more or less to the POINT OF BEGINNING.

FUTURE REQUIRED EASEMENT: (NORTHWEST QUARTER EASEMENT)

That part of the Northwest Quarter of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 29, thence South 87°51'17" East along the north line of said Section

**Greiner** Engineers, Architects  
Greiner, Inc. and Planners  
Tampa, Florida

East part of the Northwest Quarter of Section 29, Township 29 South, Range 20 East, Winnebago County, Florida, being more particularly described as follows:

[illegible]

**EASEMENT:** (SOUTHEAST UTILITY EASEMENT)  
 29 South, Range 20 East, Webster County, Florida,  
 2716  
 2717  
 2718  
 2719  
 2720  
 2721  
 2722  
 2723  
 2724  
 2725  
 2726  
 2727  
 2728  
 2729  
 2730  
 2731  
 2732  
 2733  
 2734  
 2735  
 2736  
 2737  
 2738  
 2739  
 2740  
 2741  
 2742  
 2743  
 2744  
 2745  
 2746  
 2747  
 2748  
 2749  
 2750  
 2751  
 2752  
 2753  
 2754  
 2755  
 2756  
 2757  
 2758  
 2759  
 2760  
 2761  
 2762  
 2763  
 2764  
 2765  
 2766  
 2767  
 2768  
 2769  
 2770  
 2771  
 2772  
 2773  
 2774  
 2775  
 2776  
 2777  
 2778  
 2779  
 2780  
 2781  
 2782  
 2783  
 2784  
 2785  
 2786  
 2787  
 2788  
 2789  
 2790  
 2791  
 2792  
 2793  
 2794  
 2795  
 2796  
 2797  
 2798  
 2799  
 2800  
 2801  
 2802  
 2803  
 2804  
 2805  
 2806  
 2807  
 2808  
 2809  
 2810  
 2811  
 2812  
 2813  
 2814  
 2815  
 2816  
 2817  
 2818  
 2819  
 2820  
 2821  
 2822  
 2823  
 2824  
 2825  
 2826  
 2827  
 2828  
 2829  
 2830  
 2831  
 2832  
 2833  
 2834  
 2835  
 2836  
 2837  
 2838  
 2839  
 2840  
 2841  
 2842  
 2843  
 2844  
 2845  
 2846  
 2847  
 2848  
 2849  
 2850  
 2851  
 2852  
 2853  
 2854  
 2855  
 2856  
 2857  
 2858  
 2859  
 2860  
 2861  
 2862  
 2863  
 2864  
 2865  
 2866  
 2867  
 2868  
 2869  
 2870  
 2871  
 2872  
 2873  
 2874  
 2875  
 2876  
 2877  
 2878  
 2879  
 2880  
 2881  
 2882  
 2883  
 2884  
 2885  
 2886  
 2887  
 2888  
 2889  
 2890  
 2891  
 2892  
 2893  
 2894  
 2895  
 2896  
 2897  
 2898  
 2899  
 2900  
 2901  
 2902  
 2903  
 2904  
 2905  
 2906  
 2907  
 2908  
 2909  
 2910  
 2911  
 2912  
 2913  
 2914  
 2915  
 2916  
 2917  
 2918  
 2919  
 2920  
 2921  
 2922  
 2923  
 2924  
 2925  
 2926  
 2927  
 2928  
 2929  
 2930  
 2931  
 2932  
 2933  
 2934  
 2935  
 2936  
 2937  
 2938  
 2939  
 2940  
 2941  
 2942  
 2943  
 2944  
 2945  
 2946  
 2947  
 2948  
 2949  
 2950  
 2951  
 2952  
 2953  
 2954  
 2955  
 2956  
 2957  
 2958  
 2959  
 2960  
 2961  
 2962  
 2963  
 2964  
 2965  
 2966  
 2967  
 2968  
 2969  
 2970  
 2971  
 2972  
 2973  
 2974  
 2975  
 2976  
 2977  
 2978  
 2979  
 2980  
 2981  
 2982  
 2983  
 2984  
 2985  
 2986  
 2987  
 2988  
 2989  
 2990  
 2991  
 2992  
 2993  
 2994  
 2995  
 2996  
 2997  
 2998  
 2999  
 3000  
 3001  
 3002  
 3003  
 3004  
 3005  
 3006  
 3007  
 3008  
 3009  
 3010  
 3011  
 3012  
 3013  
 3014  
 3015  
 3016  
 3017  
 3018  
 3019  
 3020  
 3021  
 3022  
 3023  
 3024  
 3025  
 3026  
 3027  
 3028  
 3029  
 3030  
 3031  
 3032  
 3033  
 3034  
 3035  
 3036  
 3037  
 3038  
 3039  
 3040  
 3041  
 3042  
 3043  
 3044  
 3045  
 3046  
 3047  
 3048  
 3049  
 3050  
 3051  
 3052  
 3053  
 3054  
 3055  
 3056  
 3057  
 3058  
 3059  
 3060  
 3061  
 3062  
 3063  
 3064  
 3065  
 3066  
 3067  
 3068  
 3069  
 3070  
 3071  
 3072  
 3073  
 3074  
 3075  
 3076  
 3077  
 3078  
 3079  
 3080  
 3081  
 3082  
 3083  
 3084  
 3085  
 3086  
 3087  
 3088  
 3089  
 3090  
 3091  
 3092  
 3093  
 3094  
 3095  
 3096  
 3097  
 3098  
 3099  
 3100  
 3101  
 3102  
 3103  
 3104  
 3105  
 3106  
 3107  
 3108  
 3109  
 3110  
 3111  
 3112  
 3113  
 3114  
 3115  
 3116  
 3117  
 3118  
 3119  
 3120  
 3121  
 3122  
 3123  
 3124  
 3125  
 3126  
 3127  
 3128  
 3129  
 3130  
 3131  
 3132  
 3133  
 3134  
 3135  
 3136  
 3137  
 3138  
 3139  
 3140  
 3141  
 3142  
 3143  
 3144  
 3145  
 3146  
 3147  
 3148  
 3149  
 3150  
 3151  
 3152  
 3153  
 3154  
 3155  
 3156  
 3157  
 3158  
 3159  
 3160  
 3161  
 3162  
 3163  
 3164  
 3165  
 3

44-74087-588  
ENC. 74087-588

OFF-74687 589

REC-4087 580

The above described parcel contains 494.19131 square feet or 1.35 acres more or less.

NET AREA OF DEVELOPER TRACT:  
5,311,433.35 SQUARE FEET OR 121.93 ACRES MORE OR LESS.

TOTAL AREA OF DEVELOPER TRACT INCLUDING EASEMENT ESTATES  
(B-1 THROUGH B-4): 5,426,800.40 SQUARE FEET OR 124.56 ACRES  
MORE OR LESS.

[illegible]

contains 21.58556 square feet or 0.50 acres more or less

OFF 74081 583  
REC 74081 583

01F:7408F 584  
PC:7408F

CH  
CH  
CH

1. This survey does not constitute a title deed by Granting, Inc. to determine ownership or easements. Owner stated upon Title Commitment No C-188320-1, prepared by Lawyers Title Insurance Company, noted June 9, 1993 at 7:45 a.m.
2. The subject lands herein described were derived from those lands described in deed recorded in County, Florida, and the center is shown as Brandon Foresters, Ltd. a Florida Limited Partnership.
3. As bearings and distances of shown hereon are based on field measurements, (Unless otherwise noted)
4. Subject to GTE Florida Incorporated easement as recorded in Official Record Book 6317, Page 1320 of Public Records at Hillsborough County, Florida
5. The underground utilities shown herein have been located from field survey, information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either on surface or shown on the surface. Further, although the data clearly show the lines are located as indicated or as possible from the information available the surveyor has not physically located as all the underground utilities
6. Bearings shown herein are based on the South line of the Naylor map of the Southeast portion of Section 29, Township 29 South, Range 20 East as being South 88°35' West.

Yes; Yes!

**BC15**

BRANDON TOWN CENTER

# BOUNDARY SURVEY OF DEVELOPER SITE

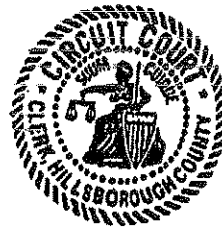
Quarrel no  
5 of 14  
Date 10-14-93

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 576 THRU O.R. BOOK 7408 PAGE  
590 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-rec*

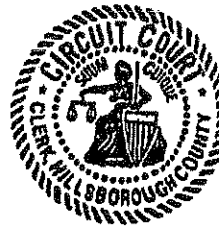


# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 576 THRU O.R. BOOK 7408 PAGE  
590 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

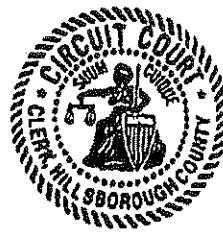
*ccc-rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 576 THRU O.R. BOOK 7408 PAGE  
590 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

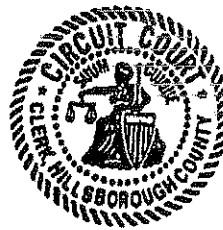
*ccc-rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 576 THRU O.R. BOOK 7408 PAGE  
590 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Latricia R. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

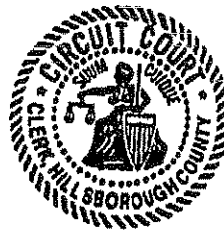
*ccc-lee*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 576 THRU O.R. BOOK 7408 PAGE  
590 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Latricia B. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 576 THRU O.R. BOOK 7408 PAGE  
590 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-lie*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 576 THRU O.R. BOOK 7408 PAGE  
590 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Latrisia R. Vatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-lee*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 576 THRU O.R. BOOK 7408 PAGE  
590 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Latricia R. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

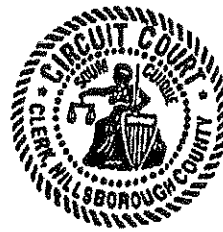
*ccc-lee*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 576 THRU O.R. BOOK 7408 PAGE  
590 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Latoria B. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-rec*

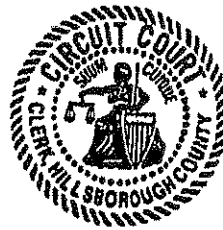


# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 576 THRU O.R. BOOK 7408 PAGE  
590 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Latoria R. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 575 THRU O.R. BOOK 7408 PAGE  
590 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT

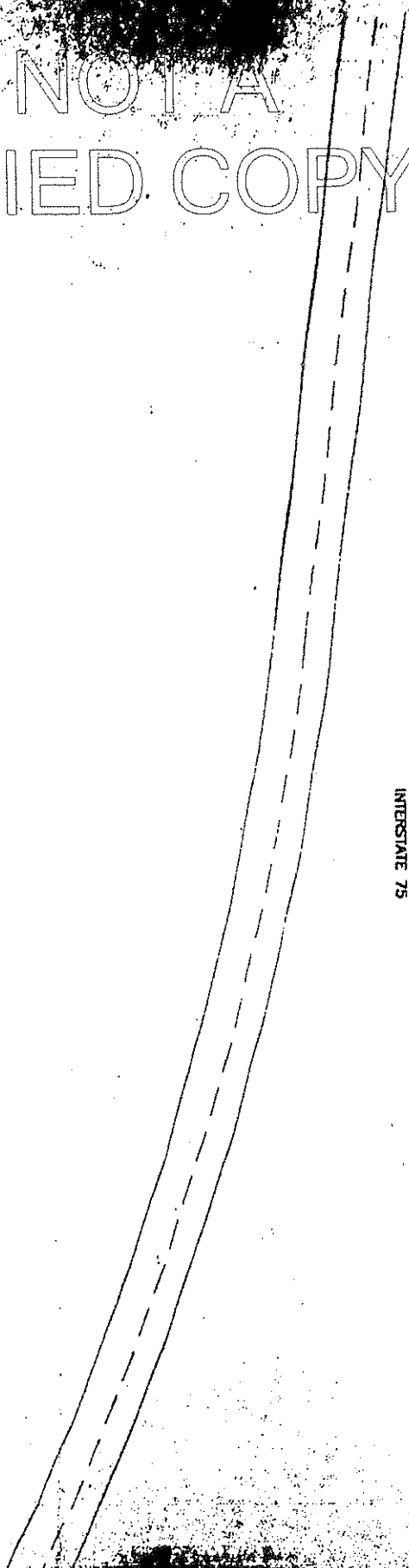
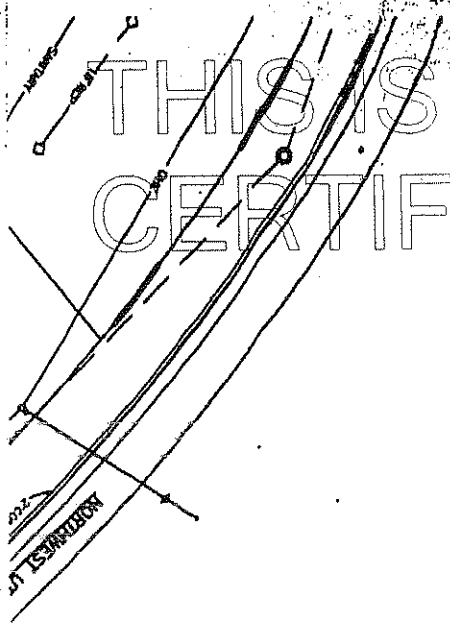


*Latoria R. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-lee*

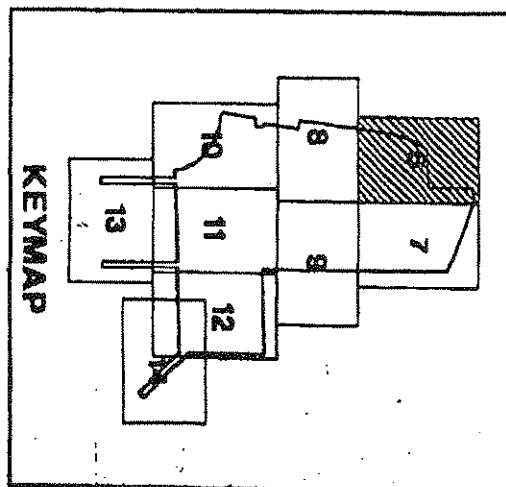
THIS IS NOT A  
CERTIFIED COPY



OFFICE / RETAIL PARCEL

THIS IS NOT A  
CERTIFIED COPY

0 25 50 100  
Scale 1" = 50'



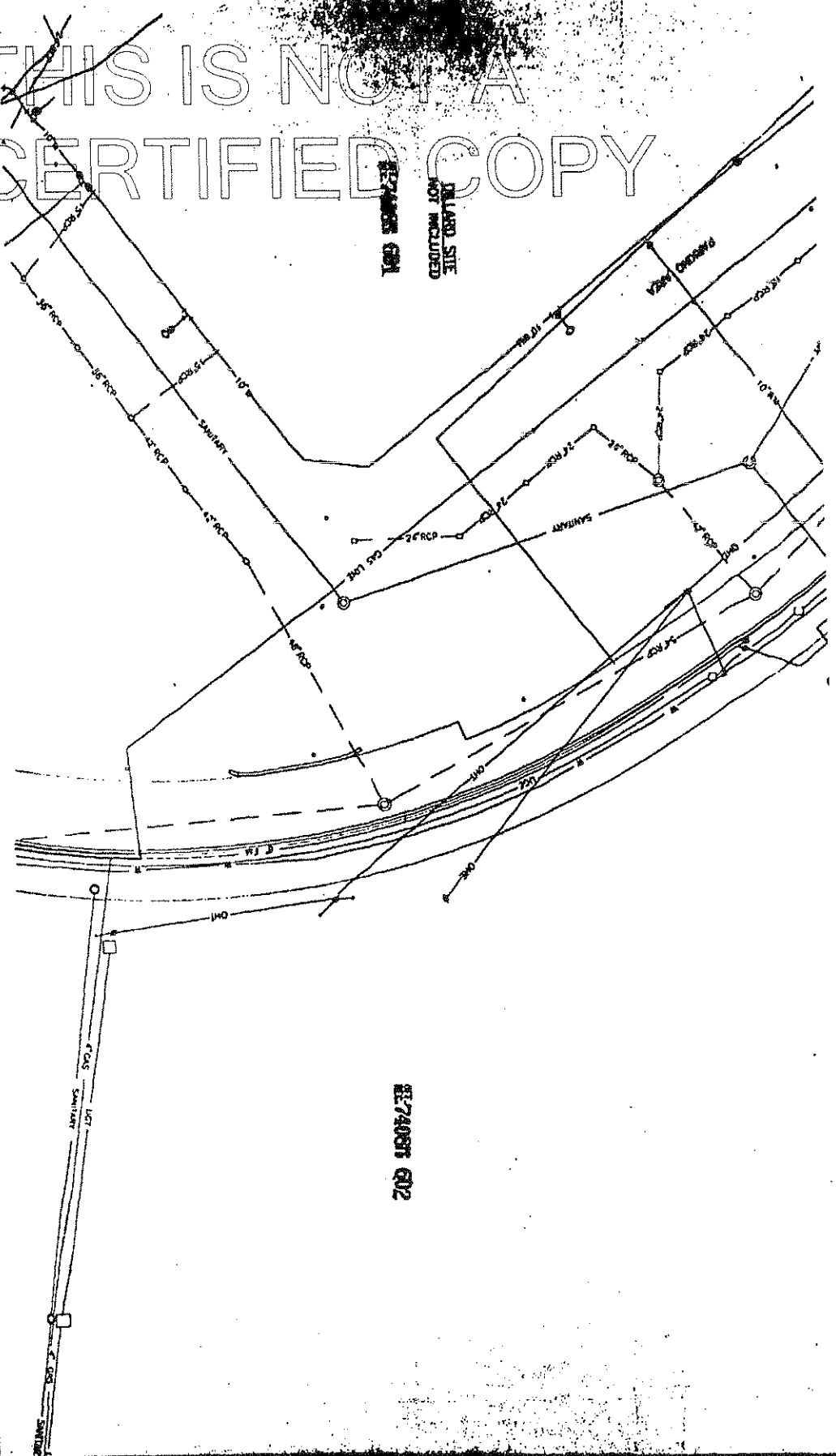
LEGEND

- UTILITY POLE
- ◇ FIRE HYDRANT
- VALVE
- LIGHT POLE
- WATER MAIN SECTION

THIS IS NOT A  
CERTIFIED COPY

REVISIONS G01  
DELETED SITE  
NOT INCLUDED

REVISIONS G02



PLANT DES. J. WAITE  
DESIGN J. SCOTT  
CHECKED G. LUTES  
SCALE 1" = 50'

FIELD BOOK BIC  
PAGES 36-70  
JOB NO. C1075.30

DATE 1-21-78  
REVISIONS  
BY  
DATE

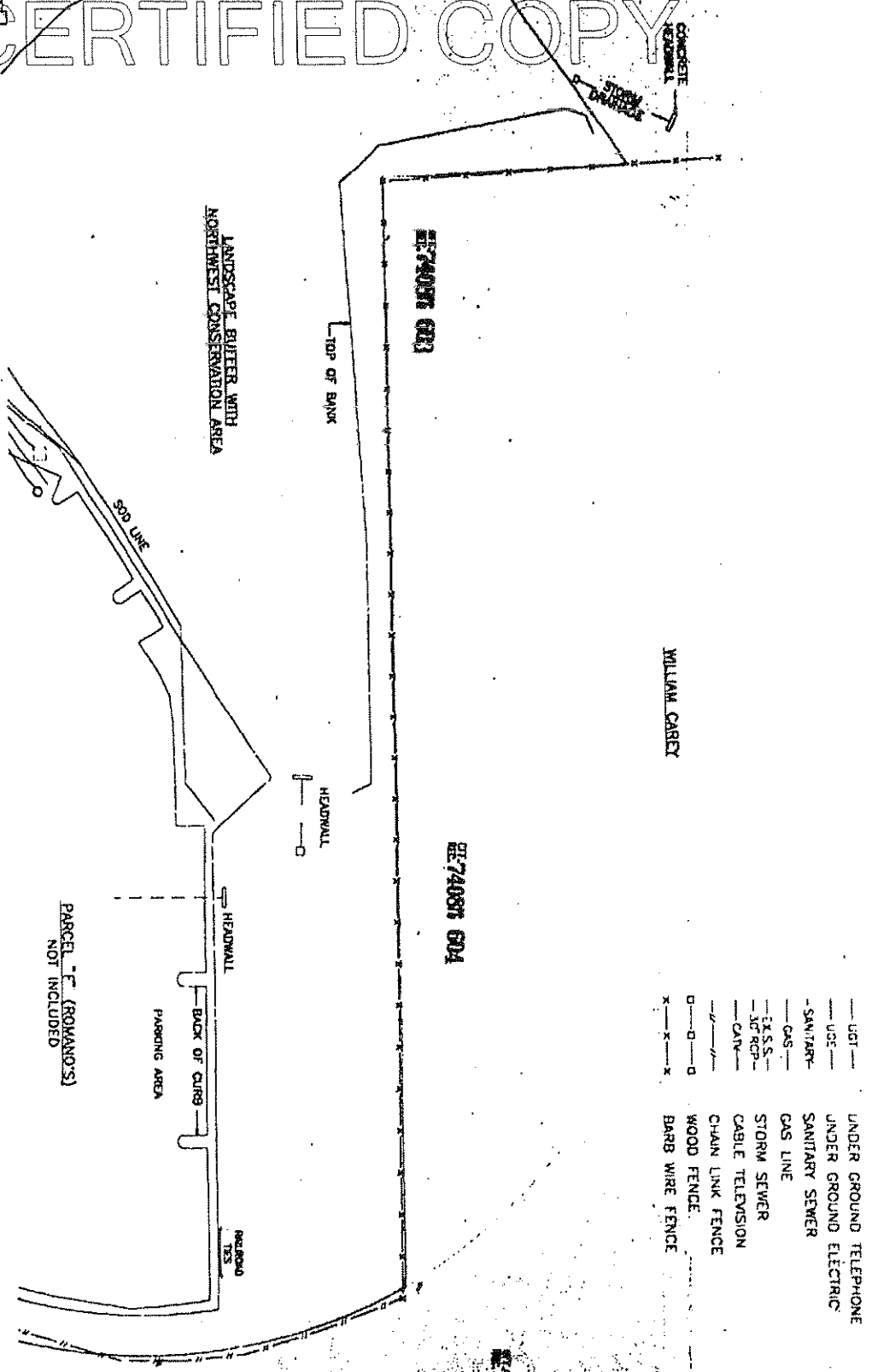
**Greiner** Engineers, Architects  
and Planners  
Greiner, Inc.  
Tampa, Florida

THIS IS NOT A  
CERTIFIED COPY

BRANDON TOWN CENTER

BOUNDARY SURVEY OF DEVELOPER SITE  
(LOCATION OF PHYSICAL IMPROVEMENTS EXISTING)

DATE 10-16-93  
6 of 14

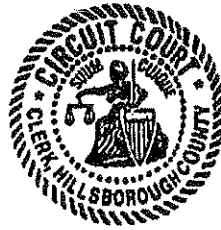


# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 591 THRU O.R. BOOK 7408 PAGE  
605 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*acc-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 591 THRU O.R. BOOK 7408 PAGE  
605 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-Rec*



# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 591 THRU O.R. BOOK 7408 PAGE  
605 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc - Rec*

THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 591 THRU O.R. BOOK 7408 PAGE  
605 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*acc-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 591 THRU O.R. BOOK 7408 PAGE  
605 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 591 THRU O.R. BOOK 7408 PAGE  
605 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc - Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 591 THRU O.R. BOOK 7408 PAGE  
605 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



Patricia A. Hatten  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

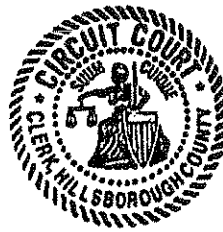
*acc-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 591 THRU O.R. BOOK 7408 PAGE  
605 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 591 THRU O.R. BOOK 7408 PAGE  
605 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 591 THRU O.R. BOOK 7408 PAGE  
605 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-Rec*



# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 591 THRU O.R. BOOK 7408 PAGE  
605 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*acc-Rec*

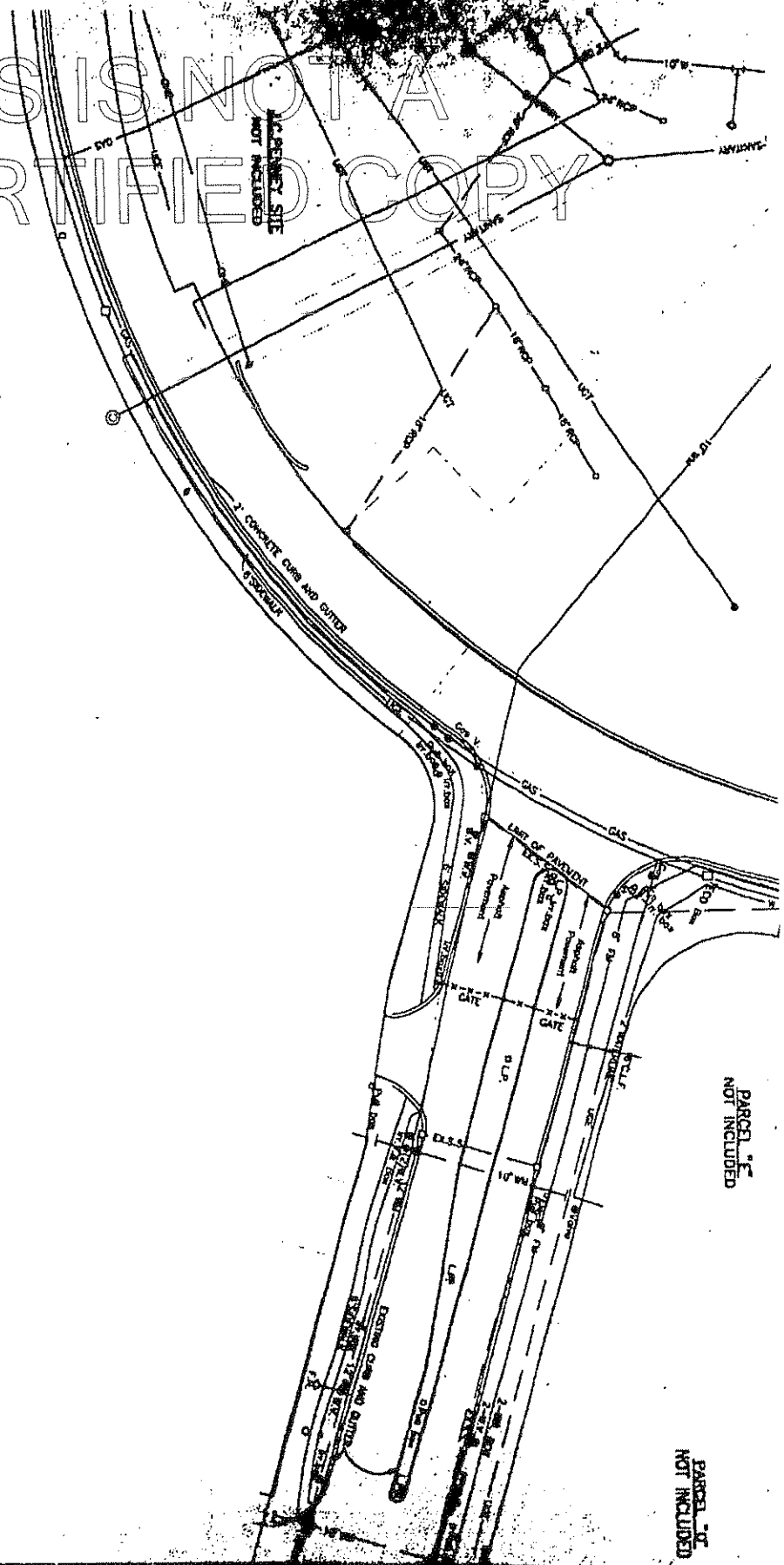
THIS IS NOT A  
CERTIFIED COPY

OFF 74087 611

JARCEI

OFF 74087 612

SERVICE MERCHANT



**EXCLUDED**

GT 74087 613

~~PARCEL - C~~  
NOT INCLUDED

PARCEL "B" (GRADYS)  
NOT INCLUDED

~~PARCEL "A-1"~~  
NOT INCLUDED

PARCEL "A"  
NOT INCLUDED

REF: 7408

ARD

# WELLS FARGO

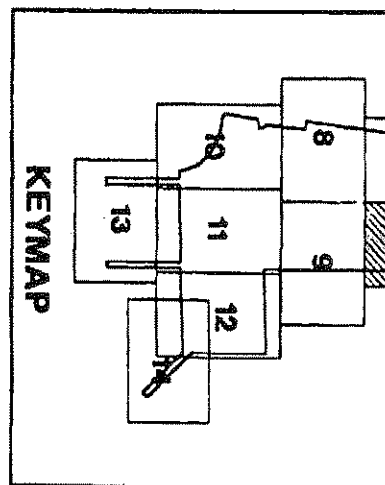
Dist. 16 F.A.

THIS IS NOT A  
CERTIFIED COPY

EE74086 616

EE74086 617

MEMORIAL PARK CEMETERY



PARTY OFF. J. WAITE  
DRAWN BY J. SCOTT  
CHECKED BY G. LUTES  
SCALE 1" = 50'

FIELD BOOK BIC  
PAGES 36-70  
JOB NO. C1075.30

DATE

REVISIONS

BY DATE

**Greiner**  
Greiner, Inc.  
Tampa, Florida

Engineers, Architects  
and Planners

THIS IS NOT A  
CERTIFIED COPY

THE STRIP MAIL SITE  
NOT INCLUDED

EE74086 618

EE74086 619

BT (100 PR)  
BT (200 PR)

BRANDON &  
(S.R. NO

LEGEND

- UTILITY POLE
- FIRE HYDRANT
- VALVE
- L.P.
- METER END SECTION
- IRRIGATION
- TEE
- GUY WIRE
- FORCE MAIN
- WATER LINE
- OVER HEAD ELECTRIC
- OVER HEAD TELEPHONE
- UNDER GROUND TELEPHONE
- UNDER GROUND ELECTRIC
- SANITARY SEWER
- GAS LINE
- STORM SEWER
- CABLE TELEVISION
- CHAIN LINK FENCE
- WOOD FENCE
- BARB WIRE FENCE

0 25 50 100  
Scale 1" = 50'

BRANDON TOWN CENTER

BOUNDARY SURVEY OF DEVELOPER SITE  
(LOCATION OF PHYSICAL IMPROVEMENTS EXISTING)

DATE: 10-14-83  
7 of 14

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 606 THRU O.R. BOOK 7408 PAGE  
620 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

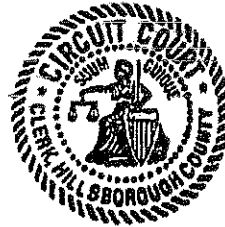
*000-111*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 606 THRU O.R. BOOK 7408 PAGE  
620 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

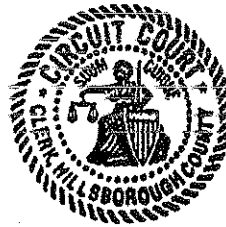
*000-Rec-*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 606 THRU O.R. BOOK 7408 PAGE  
620 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Latoria A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*000-110-*



# THIS IS NOT A CERTIFIED COPY

C L E R K ' S C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 606 THRU O.R. BOOK 7408 PAGE  
620 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*000-Rec-*

# THIS IS NOT A CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 606 THRU O.R. BOOK 7408 PAGE  
620 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*000-Rec-*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 606 THRU O.R. BOOK 7408 PAGE  
620 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

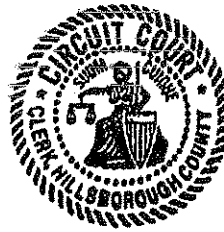
*cc-lee*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 606 THRU O.R. BOOK 7408 PAGE  
620 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*COO-lee*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 606 THRU O.R. BOOK 7408 PAGE  
620 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc-Rec-*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 606 THRU O.R. BOOK 7408 PAGE  
620 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*COO-Rec-*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 606 THRU O.R. BOOK 7408 PAGE  
620 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE

CLERK OF CIRCUIT COURT

*Patricia A. Hatten*  
DEPUTY CLERK



RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CC-Rec-*

# THIS IS NOT A CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 606 THRU O.R. BOOK 7408 PAGE  
620 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



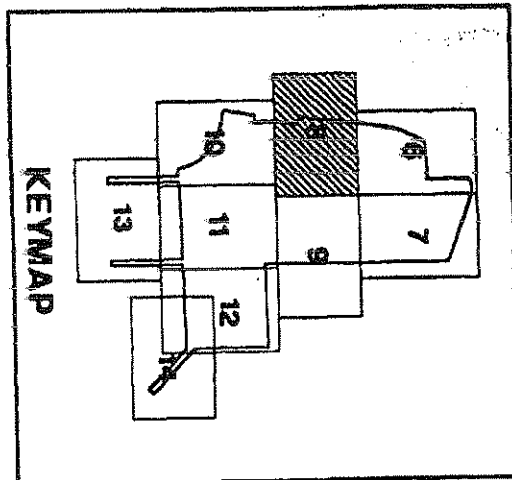
*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc-lee*



THIS IS NOT A  
CERTIFIED COPY



0 25 50 100  
Feet 1" = 50'



INTERSTATE 75

TOP OF BANK

LAKE SERVICE ROAD

OFFICE / RETAIL PA  
NOT INCLUDED

SECRET  
TOP SECRET

TOP OF BANK.



- DAS UNTER

— 150000

~~WILLARD FILE~~  
NOT INCLUDED

# THIS IS NOT A CERTIFIED COPY

EE74087 631

## LEGEND

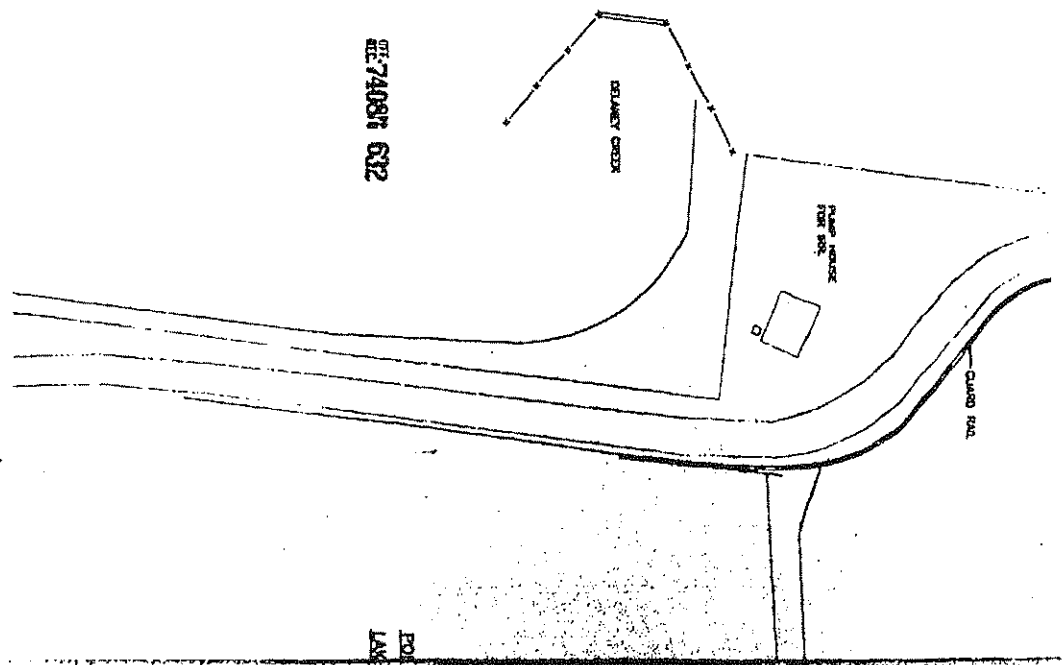
- UTILITY POLE
- FIRE HYDRANT
- VALVE
- LIGHT POLE
- WIRE END SECTION
- IRRIGATION
- TEE
- CUT WIRE
- FORCE MAIN
- WATER LINE
- OVER HEAD ELECTRIC
- OVER HEAD TELEPHONE
- UNDER GROUND TELEPHONE
- UNDER GROUND ELECTRIC
- SANITARY SEWER
- GAS LINE
- STORM SEWER
- CABLE TELEVISION
- CHAIN LINK FENCE
- WOOD FENCE
- BARB WIRE FENCE

PARTY ORDER: A/V/A/E  
DRAWN: A/SCOTT  
CHECKED: C/ALVES  
SCALE: 1" = 50'

FIELD BOOK: BIC  
PAGE: 16-70  
JOB NO.: C1075.30

DATE: \_\_\_\_\_  
REVISIONS: \_\_\_\_\_  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Greiner** Engineers, Architects  
Greiner, Inc.  
Tampa, Florida



EE74087 632

FOI  
LAW

REFS 10, 40 AND  
LATE SERVICE ROAD

089 480543M

**BRANDON TOWN CENTER**

FUTURE ON-GRADE  
PARKING WEST

BOUNDARY SURVEY OF DEVELOPER SITE  
(LOCATION OF PHYSICAL IMPROVEMENTS EXISTING)

DRAWING NO. 8 of 14  
DATE 10-14-83

REGIONAL MALL SITE

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 621 THRU O.R. BOOK 7408 PAGE  
635 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*000-Res*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 621 THRU O.R. BOOK 7408 PAGE  
635 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*000-Res*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 621 THRU O.R. BOOK 7408 PAGE  
635 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCO-Res*

# THIS IS NOT A CERTIFIED COPY

## C L E R K ' S C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 621 THRU O.R. BOOK 7408 PAGE  
635 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*000-Res*



# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 621 THRU O.R. BOOK 7408 PAGE  
635 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCO-Res*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 621 THRU O.R. BOOK 7408 PAGE  
635 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*000-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 621 THRU O.R. BOOK 7408 PAGE  
635 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

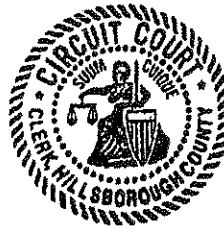
*COO-Res*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 621 THRU O.R. BOOK 7408 PAGE  
635 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*000-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 621 THRU O.R. BOOK 7408 PAGE  
635 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCO-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 621 THRU O.R. BOOK 7408 PAGE  
635 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*000-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 621 THRU O.R. BOOK 7408 PAGE  
635 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

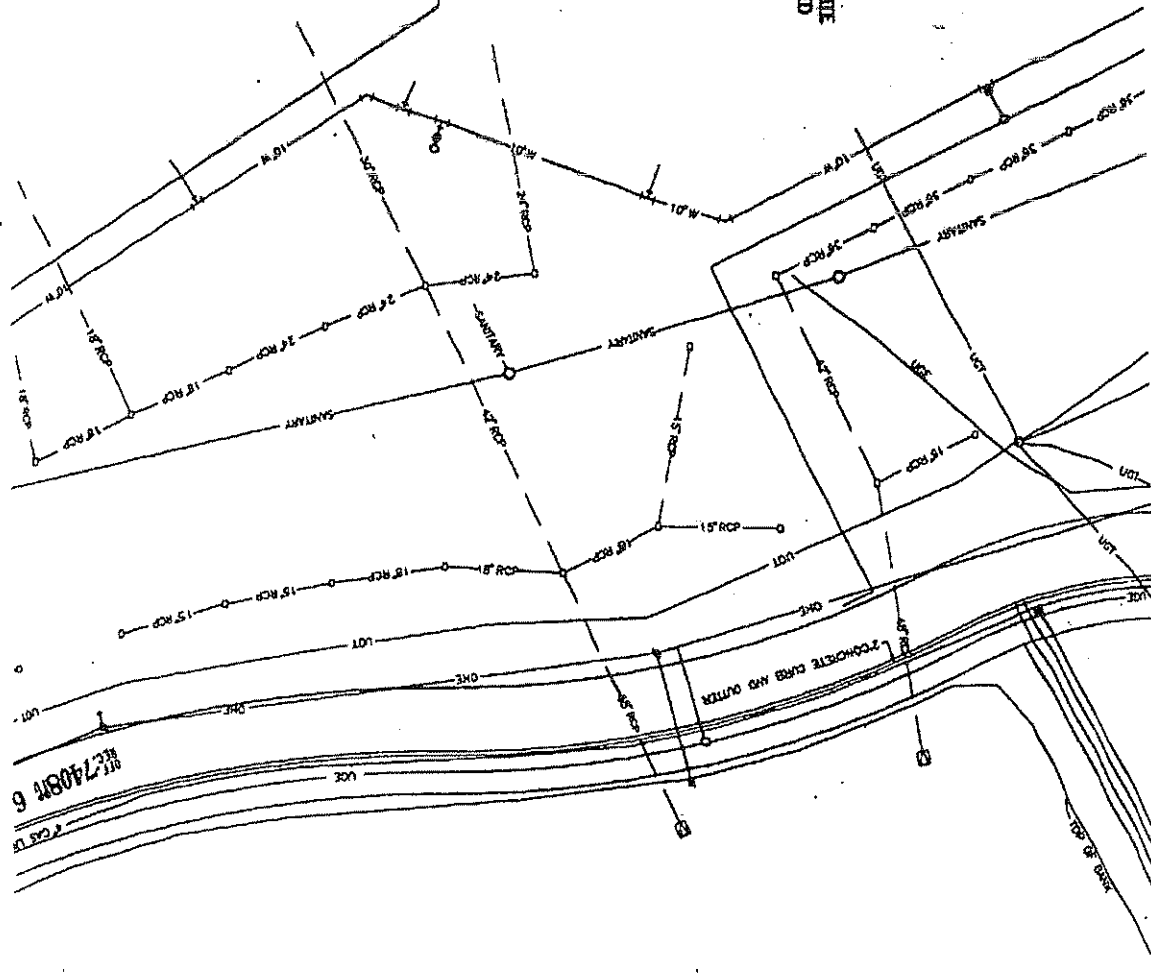
RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCO-Res*

THIS IS NOT A  
CERTIFIED COPY

PL 74087 641

A.C. PERRY SITE  
NOT INCLUDED



PL 74087 6

POND 30 WITH  
CONSERVATION AREA

POND 30



61774085 643

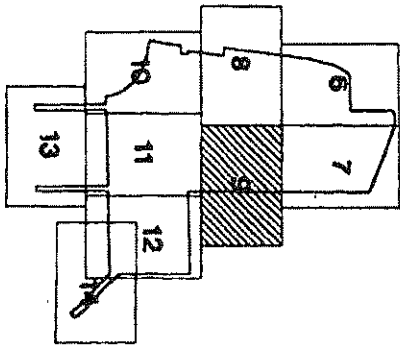
THIS IS NOT A  
CERTIFIED COPY

TOP OF BANK

HILLSBORO MEMORIAL GARDENS, INC.

MEMORIAL PARK CEMETERY

KEYMAP



0 25 50 100  
Scale 1" = 50'

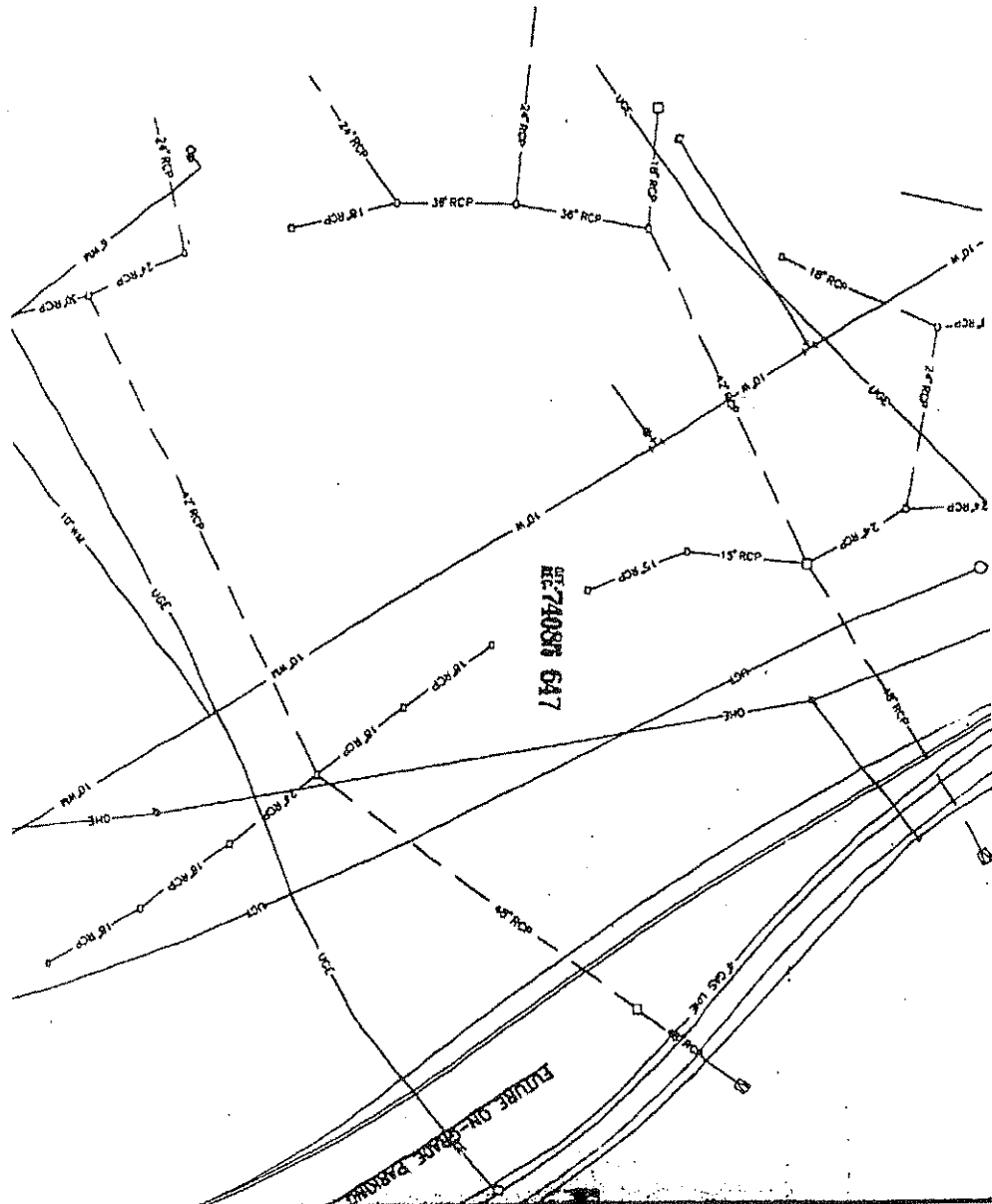


THIS IS NOT A  
CERTIFIED COPY

REGIONAL MALL SITE

EE74086 646

EE74086 647



PLANT OVER: J. WAITE  
DESIGN: J. SCOTT  
CHECKED: G. QUITS  
SCALE: 1" = 50'

FIELD BOOK: BIC  
PAGES: 36-70  
JOB NO.: C1075.30

DATE:

REVISIONS:

BY:

AUTH:

**Greiner**  
Greiner, Inc.  
Tampa, Florida

Engineers, Architects  
and Planners

THIS IS NOT A  
CERTIFIED COPY

BRANDON TOWN CENTER

BOUNDARY SURVEY OF DEVELOPER SITE  
(LOCATION OF PHYSICAL IMPROVEMENTS EXISTING)

DRAWING NO. <b>9 OF 14</b>	DATE: 10-14-83
-------------------------------	----------------

LEGEND	
UTILITY POLE	—x—
FIRE HYDRANT	—o—
VALVE	—@—
LIGHT POLE	—L.P.—
METER END SECTION	—M—
IRRIGATION	—IRR—
TEE	—T—
GUY WIRE	—G—
FORCE MAIN	—F.M.—
WATER LINE	—W—
OVER HEAD ELECTRIC	—O.H.E.—
OVER HEAD TELEPHONE	—O.H.T.—
UNDER GROUND ELECTRIC	—U.G.T.—
SANITARY SEWER	—S—
CAS. LINE,	—CAS—
STORM SEWER	—S.S.—
CABLE TELEVISION	—C.T.—
CHAIN LINK FENCE	—C.L.F.—
WOOD FENCE	—W.F.—
BARB WIRE FENCE	—B.W.F.—

LEGEND

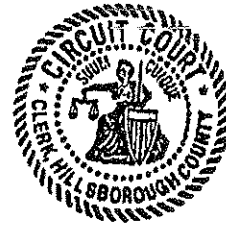
THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 636 THRU O.R. BOOK 7408 PAGE  
650 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT

*Patricia R. Hatter*  
DEPUTY CLERK



RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Rec*

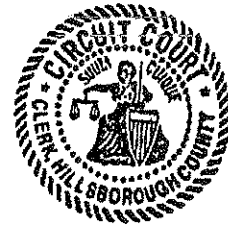
# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 636 THRU O.R. BOOK 7408 PAGE  
650 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT

*Patricia A. Hatter*  
DEPUTY CLERK



RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Rec*

THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 636 THRU O.R. BOOK 7408 PAGE  
650 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 636 THRU O.R. BOOK 7408 PAGE  
650 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT

*Patricia C. Hatter*  
DEPUTY CLERK



RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Rec*

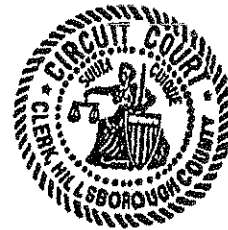
THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 636 THRU O.R. BOOK 7408 PAGE  
650 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT

*Patricia B. Hatten*  
DEPUTY CLERK



RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Rec*

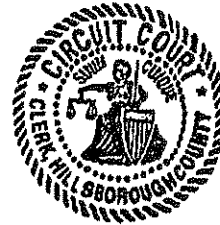


THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 636 THRU O.R. BOOK 7408 PAGE  
650 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia B. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Rec*

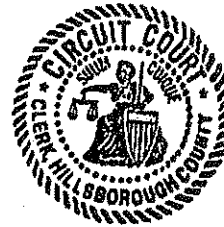
# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 636 THRU O.R. BOOK 7408 PAGE  
650 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT

*Patricia B. Hatter*  
DEPUTY CLERK



RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Rec*

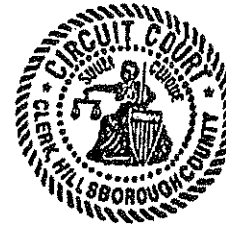
# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 636 THRU O.R. BOOK 7408 PAGE  
650 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT

*Patricia A. Hatter*  
DEPUTY CLERK



RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Rec*

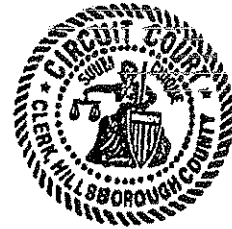
THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 636 THRU O.R. BOOK 7408 PAGE  
650 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia C. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Rec*

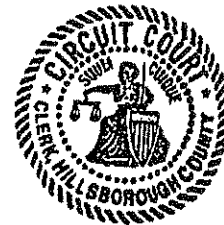
# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 636 THRU O.R. BOOK 7408 PAGE  
650 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT

*Patricia C. Hatten*  
DEPUTY CLERK



RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY


*CCC-Rec*

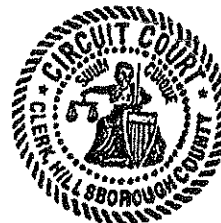
# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 636 THRU O.R. BOOK 7408 PAGE  
650 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT

  
DEPUTY CLERK



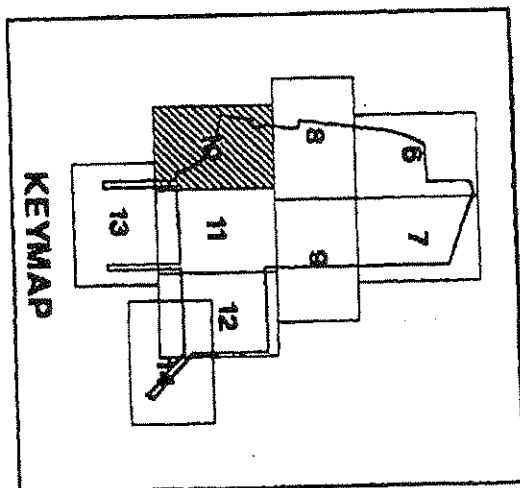
RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Rec*

THIS IS NOT A  
CERTIFIED COPY

LEGEND

UTILITY POLE  
FIRE HYDRANT  
VALVE  
LIGHT POLE  
METER END SECTION  
REGULATION



REF 74086 657

THIS IS NOT A  
CERTIFIED COPY

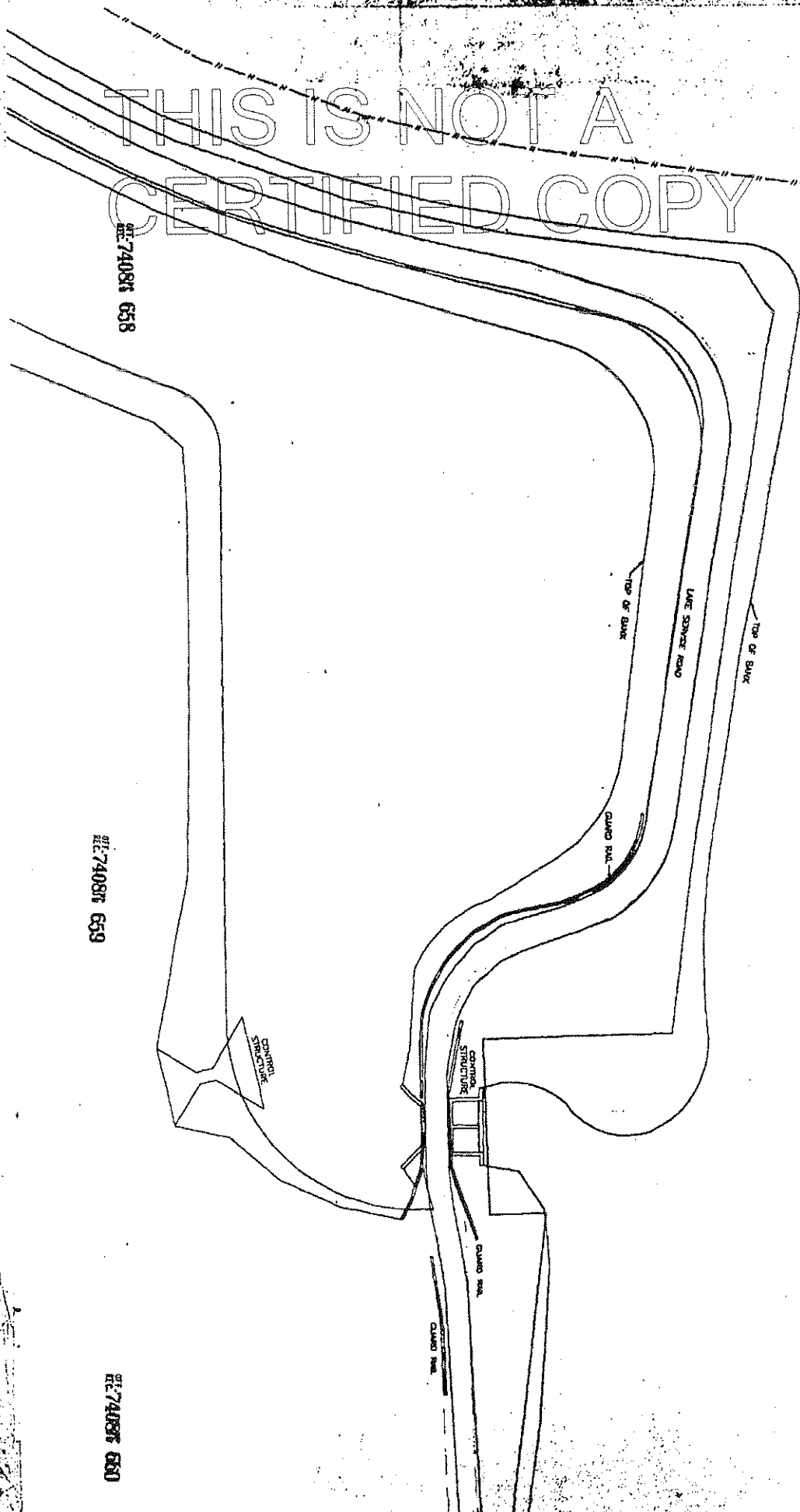
INTERSTATE 75

0 25 50 100  
Scale 1" = 50'

REF 74087 658

REF 74087 659

REF 74087 660

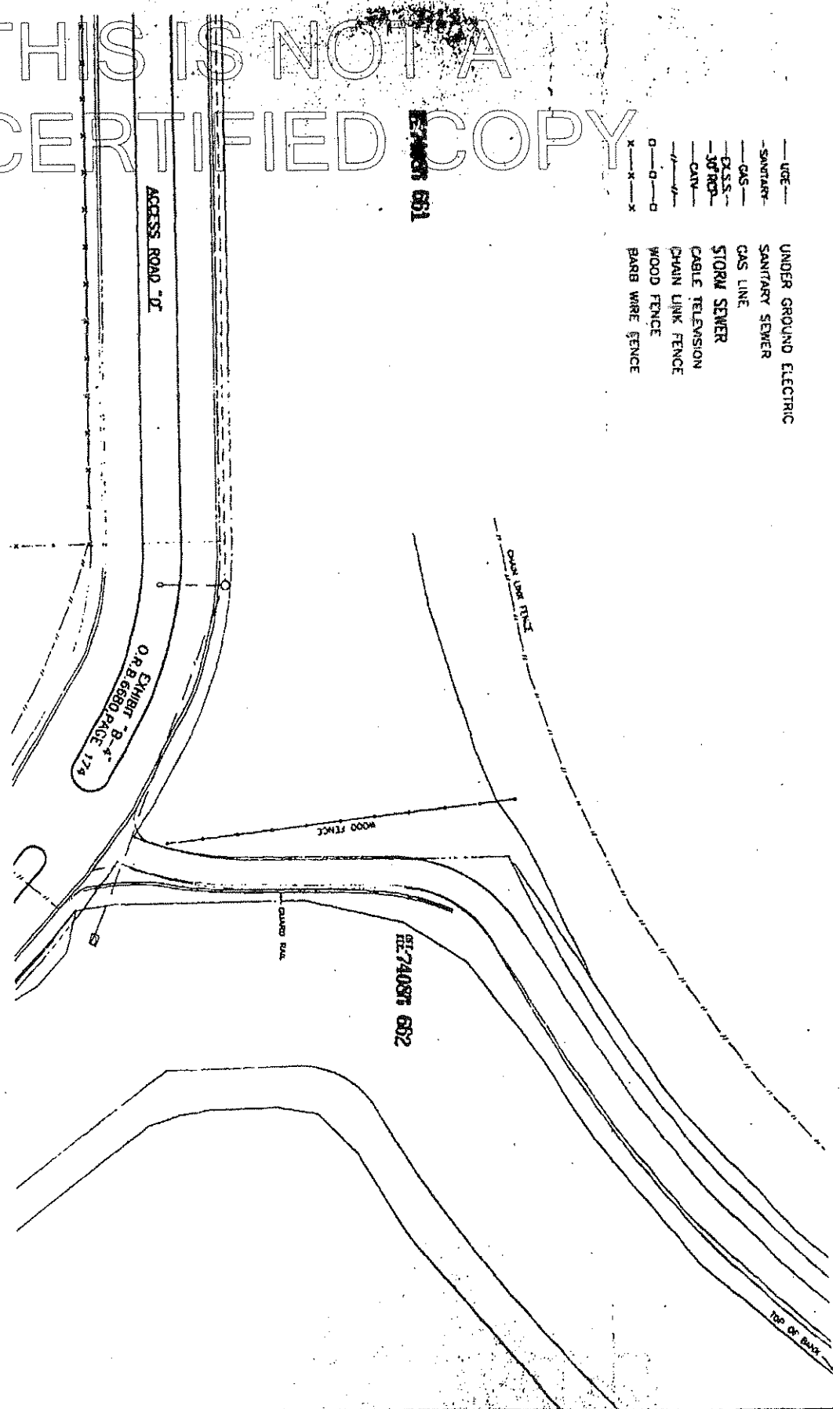




THIS IS NOT A  
CERTIFIED COPY

RE 74087 661

- UG — UNDER GROUND ELECTRIC
- SANITARY — SANITARY SEWER
- GAS — GAS LINE
- STORM — STORM SEWER
- CABLE — CABLE TELEVISION
- CHAIN — CHAIN LINK FENCE
- WOOD — WOOD FENCE
- BARB — BARB WIRE FENCE



RE 74087 662

PLATT CHG. J. WAITE	FIELD BOOK. BIC	DATE:	REVISIONS:	BY:	AUTH:
DRAWN J. SCOTT	PAGES 36-70				
CHECKED G. LUTES	JOB NO. C1075.30				
SCALE 1" = 50'					

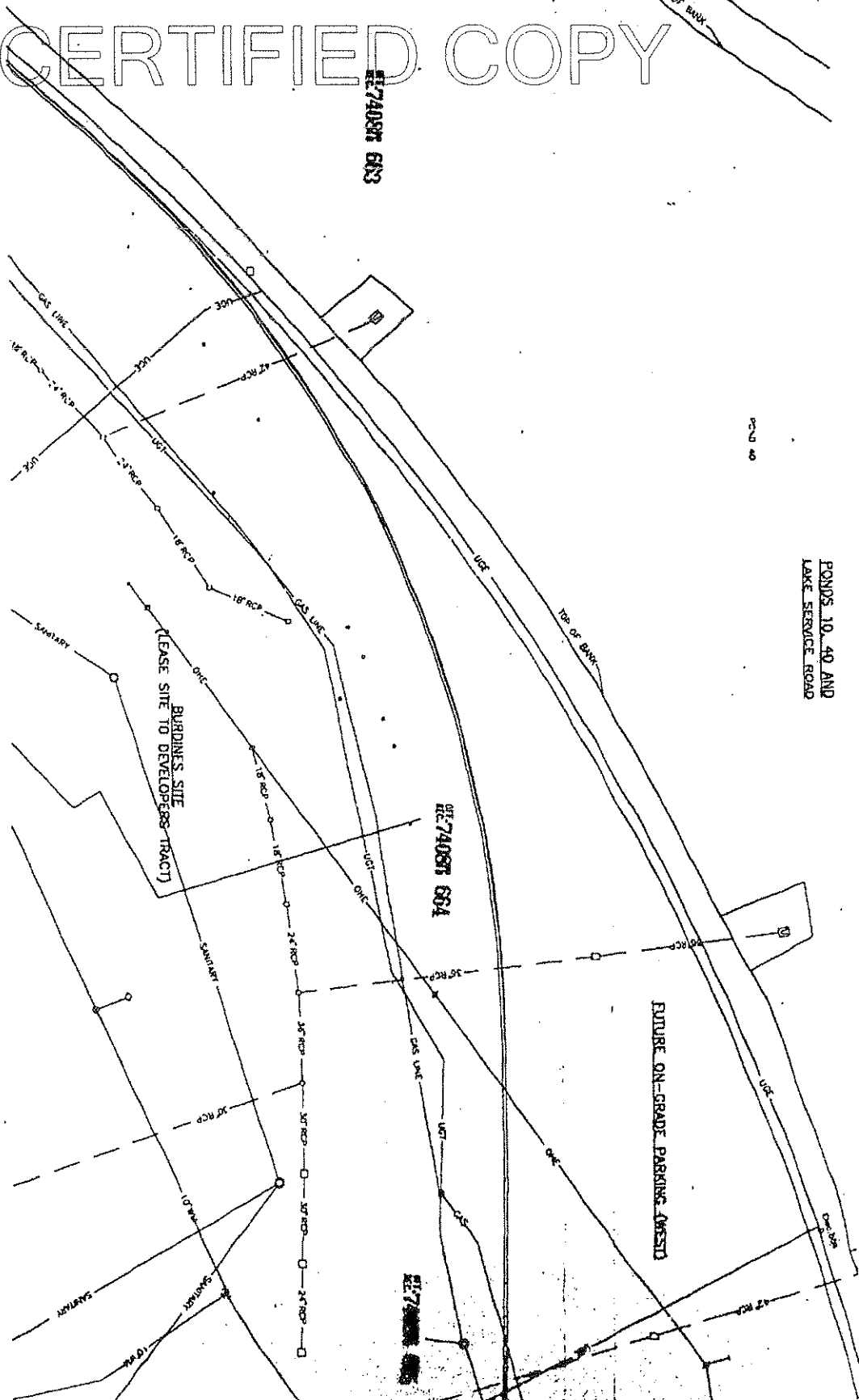
**Greiner** Engineers, Architects  
Greiner, Inc.  
Tampa, Florida  
and Planners

THIS IS NOT A  
CERTIFIED COPY

BRANDON TOWN CENTER

BOUNDARY SURVEY OF DEVELOPER SITE  
(LOCATION OF PHYSICAL IMPROVEMENTS EXISTING)

DRAWING NO.  
10 or 14  
DATE 10-14-93



PONDS 10, 40 AND  
LAKE SERVICE ROAD

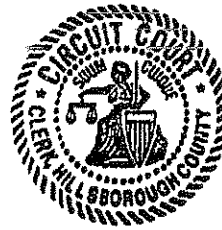
3  
6  
8

THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 651 THRU O.R. BOOK 7408 PAGE  
665 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CC-C-100*

THIS IS NOT A  
CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 651 THRU O.R. BOOK 7408 PAGE  
665 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Res*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 651 THRU O.R. BOOK 7408 PAGE  
665 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

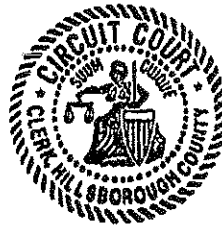
*CCC-Res*

THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 651 THRU O.R. BOOK 7408 PAGE  
665 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CC-lee*

THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 651 THRU O.R. BOOK 7408 PAGE  
665 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-kes*

THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 651 THRU O.R. BOOK 7408 PAGE  
665 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CLC-Res*



# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 651 THRU O.R. BOOK 7408 PAGE  
665 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-kes*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 651 THRU O.R. BOOK 7408 PAGE  
665 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

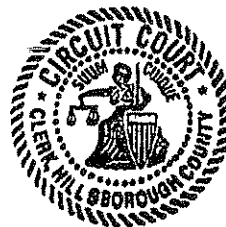
*ccc-lee*

THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 651 THRU O.R. BOOK 7408 PAGE  
665 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Res*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 651 THRU O.R. BOOK 7408 PAGE  
665 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Res*

# THIS IS NOT A CERTIFIED COPY

## C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 651 THRU O.R. BOOK 7408 PAGE  
665 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC-Res*

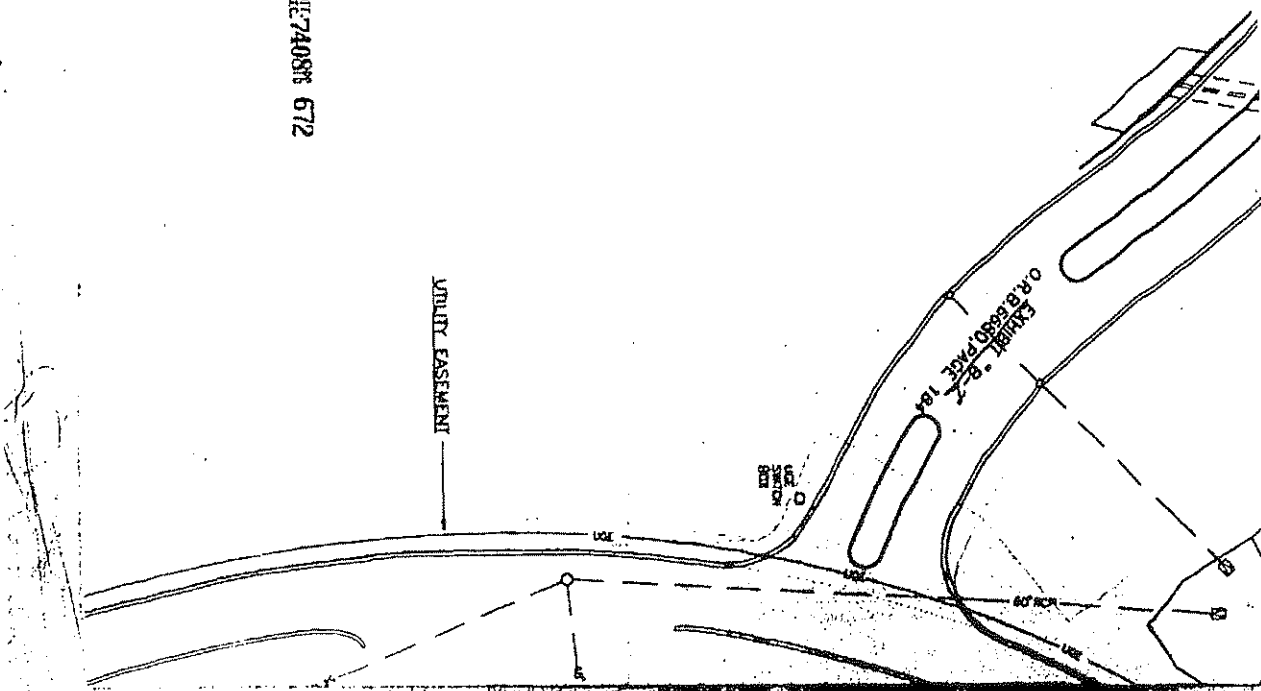
671 240816



—	U	UTILITY POLE
—	H	FIRE HYDRANT
—	V	VALVE
—	L.P.	LIGHT POLE
—	METER	METER END SECTION
—	I.R.R.	IRRIGATION
—	T.E.	TEE
—	GUY WIRE	GUY WIRE
—	F.M.	FORCE MAIN
—	W.	WATER LINE
—	O.H.	OVER HEAD ELECTRIC
—	UGI	UNDER GROUND TELEPHONE
—	UGC	UNDER GROUND ELECTRIC
—	SANITARY-	SANITARY SEWER
—	CAS-	CAS LINE
—	EX.SS-	STORM SEWER

PARCEL 2 OF 2  
RIGHT-OF-WAY FOR FUTURE ROADWAY  
O.R.B. 6680, PAGE 174  
(NOT INCLUDED)

OT-740876 672  
etc.



THIS IS NOT A  
CERTIFIED COPY

SANITARY

SEE 74086 673

SANITARY

SANITARY

PARKING AREA

SEARS SITE  
(LEASE SITE TO DEVELOPERS TRACT)

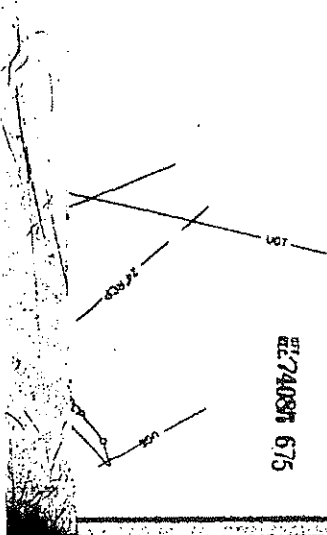
SEE 74086 674

BURDINE'S SITE  
(LEASE SITE TO DEVELOPERS TRACT)

REGIONAL MALL SITE



SEE 74086 675



010

ACCESS ROAD 14.20

AT 74087 677  
EE 274087

## SYNOPSIS

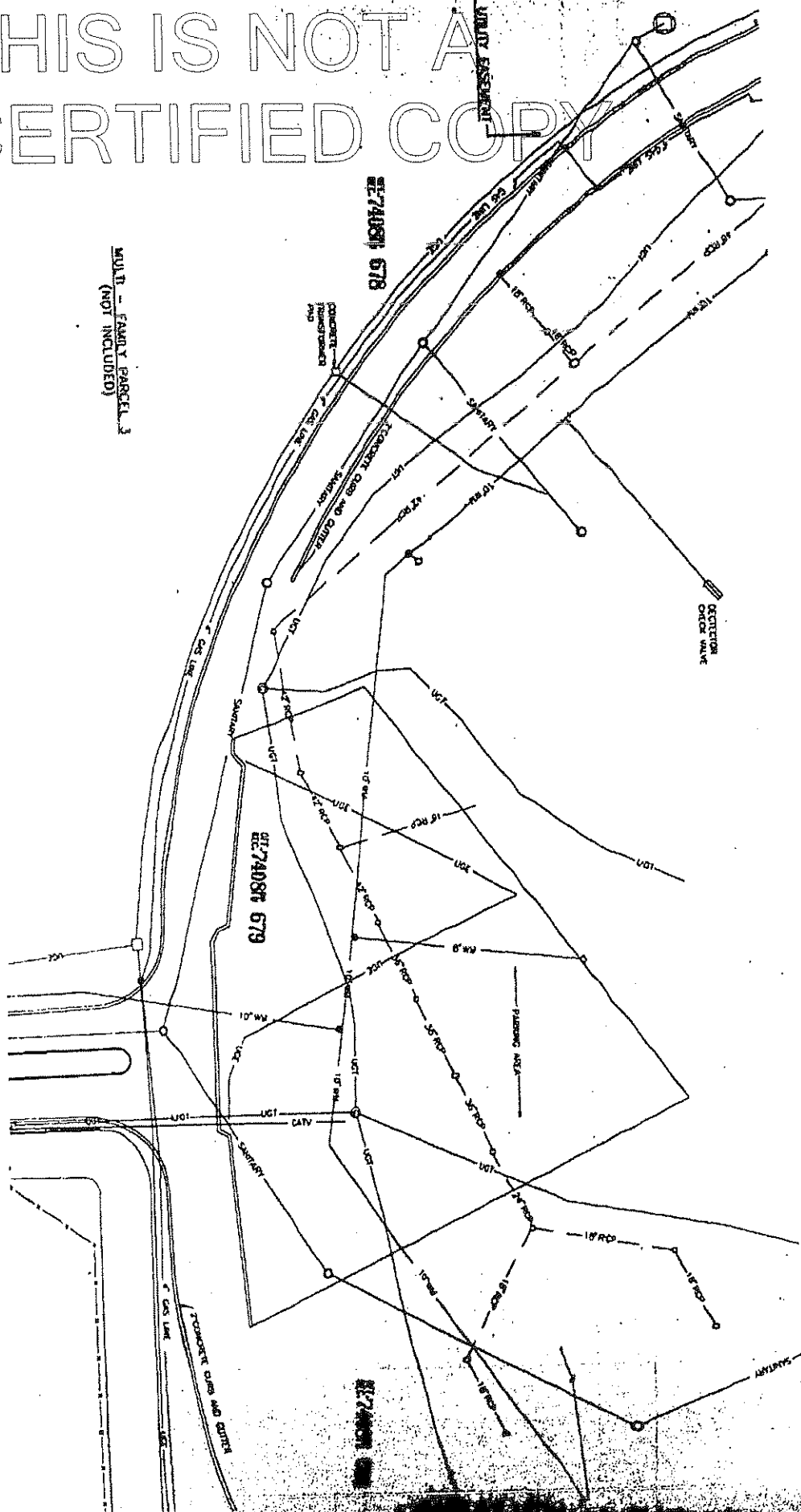
**Greiner**  
Engineers, Architects  
and Planners  
Greiner, Inc.  
Tampa, Florida



**WEST VIRGINY EASEMENT**

MULTI - FAMILY PARCEL  
(NOT INCLUDED)

CRASSTC NO  
11 of 14  
DATE 10-14-93



# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 666 THRU O.R. BOOK 7408 PAGE  
680 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-lee*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 666 THRU O.R. BOOK 7408 PAGE  
680 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

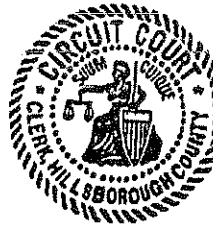
*ccc-les*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 666 THRU O.R. BOOK 7408 PAGE  
680 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-lee*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 666 THRU O.R. BOOK 7408 PAGE  
680 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

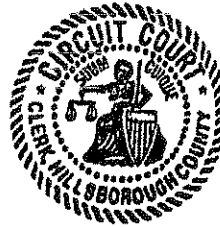
*ccc-lee*

# THIS IS NOT A CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 666 THRU O.R. BOOK 7408 PAGE  
680 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

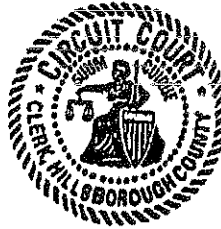
*ccc-lee*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 666 THRU O.R. BOOK 7408 PAGE  
680 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-hs*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 666 THRU O.R. BOOK 7408 PAGE  
680 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-lee*



# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 666 THRU O.R. BOOK 7408 PAGE  
680 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

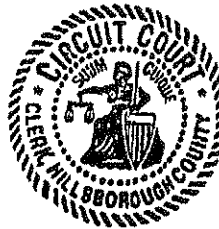
*ccc-hs*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 666 THRU O.R. BOOK 7408 PAGE  
680 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-lee*

# THIS IS NOT A CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 666 THRU O.R. BOOK 7408 PAGE  
680 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-lus*

# THIS IS NOT A CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 666 THRU O.R. BOOK 7408 PAGE  
680 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



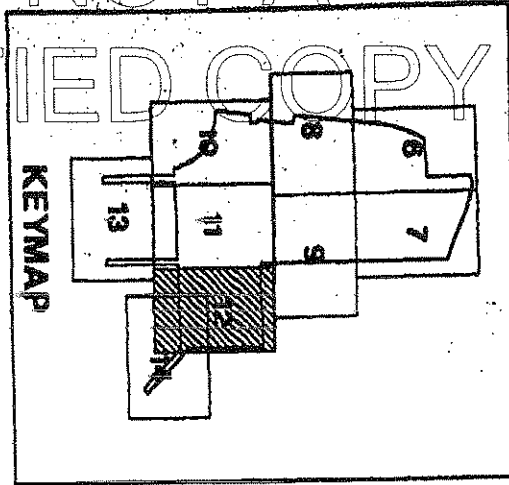
*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-lee*

THIS IS NOT A  
CERTIFIED COPY

RE: 74081-686



LEGEND

- UTILITY POLE
- FIRE HYDRANT
- VALVE
- LIGHT POLE
- MITER END SECTION
- IRRIGATION
- TEE
- GUY WIRE

RE: 74081-687

PARCEL 1 OF 2  
RIGHT-OF-WAY FOR DELANEY CREEK  
O.R.B. 6580, PAGE 167  
(NOT INCLUDED)

PARCEL 1 OF 2  
RIGHT-OF-WAY FOR DELANEY CREEK  
O.R.B. 6580, PAGE 194  
(NOT INCLUDED)



**REF ID: A68908**

~~MULT - FAMILY PARCEL 3~~  
~~(NOT INCLUDED)~~

OFF-7408% 689  
M.C.

HILLSBOROUGH MEMORIAL GARDENS, INC.



DT-74087 694  
REL-74087

SECRET

ERAMON - OXFORD ASSOC. LTD. PARTNERSHIP

EXSS	STORM SEWER
30 RCP	CABLE TELEVISION
CAN	CHAIN LINK FENCE
	WOOD FENCE
	BARB WIRE FENCE

ON 74087 692

EXHIBIT 18-3  
ROAD EASEMENT  
O.R.B. 6680, PAGE 167

EXHIBIT "B"  
ROAD EASEMENT  
O.R.B. 6680, PAGE 19

DELAWARE CREDIT

PARTY OVER 1 WAITE  
DRAWN 1 SCOTT  
CHECKED GLUES  
SCALE: 1" = 50'

FIELD BOOK BTC  
PAGES 35-70  
JPM NO. C1075.30

DATE: \_\_\_\_\_

REVISIONS

BY	AUTH
----	------

**Greiner**  
Greiner, Inc.  
Tampa, Florida

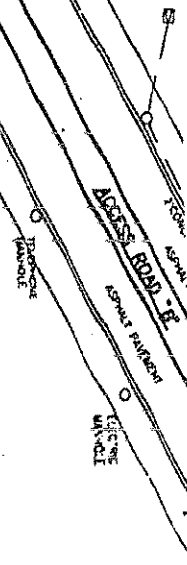
**Engineers, Architects  
and Planners**

THIS IS NOT A  
CERTIFIED COPY

EE74086 693

PARCEL 1 OF 2  
RIGHT-OF-WAY FOR DELANEY CREEK  
O.R.B. 6580, PAGE 194  
(NOT INCLUDED)

EE74086 694



SOUTH TAMPA LTD.

BRANDON TOWN CENTER

BOUNDARY SURVEY OF DEVELOPER SITE  
(LOCATION OF PHYSICAL IMPROVEMENTS EXISTING)

DATE: 10-14-93

12 of 14

GRAY, LAWRENCE AND JOSEPH



# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 681 THRU O.R. BOOK 7408 PAGE  
695 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

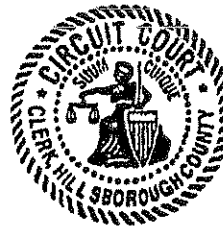
*CCC - Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 681 THRU O.R. BOOK 7408 PAGE  
695 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

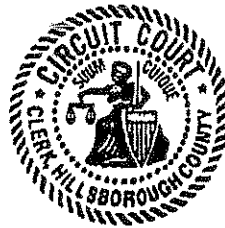
*ccc - Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 681 THRU O.R. BOOK 7408 PAGE  
695 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hester*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC - Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 681 THRU O.R. BOOK 7408 PAGE  
695 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc - Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 681 THRU O.R. BOOK 7408 PAGE  
695 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

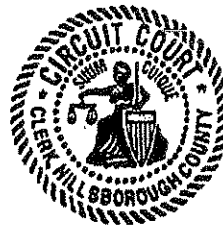
*CCC - Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 681 THRU O.R. BOOK 7408 PAGE  
695 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia R. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc - Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 681 THRU O.R. BOOK 7408 PAGE  
695 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

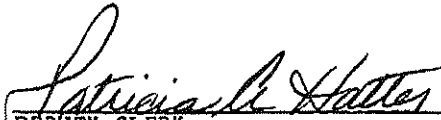
*ccc - Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 681 THRU O.R. BOOK 7408 PAGE  
695 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT

  
DEPUTY CLERK



RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC - Rec*



# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 681 THRU O.R. BOOK 7408 PAGE  
695 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

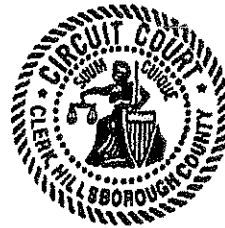
*CCC - Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 681 THRU O.R. BOOK 7408 PAGE  
695 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Leticia R. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc - Rec*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 681 THRU O.R. BOOK 7408 PAGE  
695 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Sabrina R. Hatter*  
DEPUTY CLERK

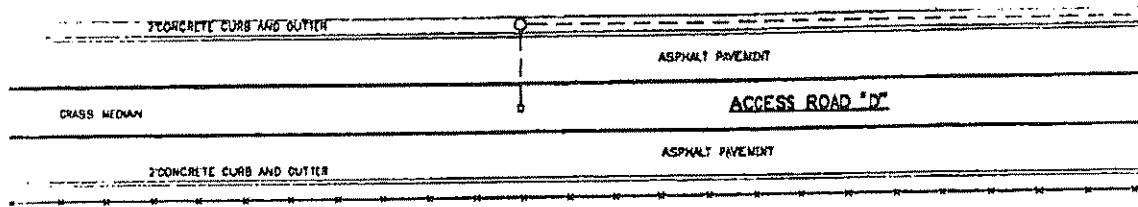
RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*CCC - Rec*

THIS IS NOT A  
CERTIFIED COPY

RE 74081 701

THE APPROXIMATE TRUST INTEREST



RE 74081 702

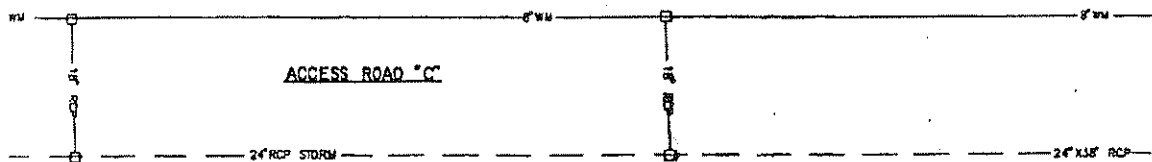
SUR 12

THIS IS NOT A  
CERTIFIED COPY

RE 74086 703

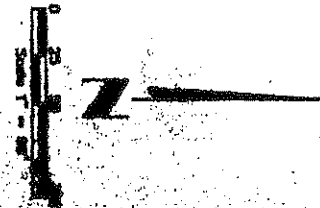
RE 74086 704

RSP 3 TANPA LTD.



RSP 3 TANPA LTD.

RE 74086 705



九

CAUSEWAY  
(S.R. N



**greiner**  
Engineers, Architects  
Greiner, Inc.  
and Planners  
Tampa, Florida

LAUSEWAY BOULEVARD  
(S.R. NO. 676)

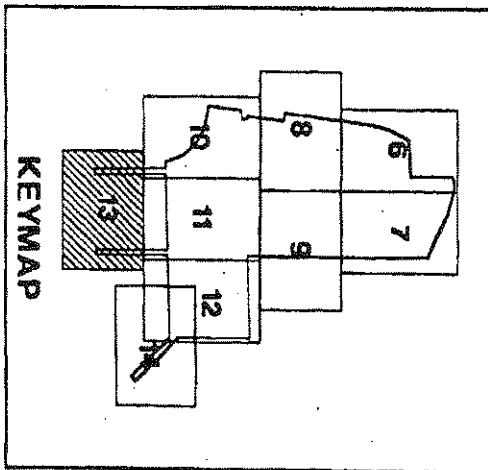
REPAIR 708

BRANDON TOWN CENTER

LEGEND

U	UTILITY POLE
◇	FIRE HYDRANT
○	VALVE
L.P.	LIGHT POLE
⊞	METER END SECTION
IR	IRRIGATION
+	TEE
—	CUT WIRE
—	FORCE MAIN
—	WATER LINE
—	OVER HEAD ELECTRIC
—	OVER HEAD TELEPHONE
—	UNDER GROUND TELEPHONE
—	UNDER GROUND ELECTRIC
—	SANITARY SEWER
—	GAS LINE
—	STORM SEWER
—	CABLE TELEVISION
—	CHAIN LINK FENCE
—	WOOD FENCE
—	SARIS WIRE FENCE

REPAIR 709



BOUNDARY SURVEY OF DEVELOPER SITE  
(LOCATION OF PHYSICAL IMPROVEMENTS EXISTING)

DRAWING NO.  
13-14  
DATE 10-14-93

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 696 THRU O.R. BOOK 7408 PAGE  
710 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY



# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 696 THRU O.R. BOOK 7408 PAGE  
710 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Latricia A. Hatten*  
DEPUTY CLERK

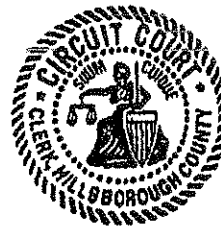
RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 696 THRU O.R. BOOK 7408 PAGE  
710 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 696 THRU O.R. BOOK 7408 PAGE  
710 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 696 THRU O.R. BOOK 7408 PAGE  
710 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

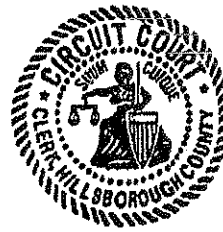
RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 696 THRU O.R. BOOK 7408 PAGE  
710 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 696 THRU O.R. BOOK 7408 PAGE  
710 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hutter*  
DEPUTY CLERK

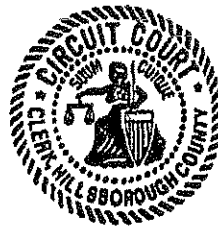
RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 696 THRU O.R. BOOK 7408 PAGE  
710 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hutter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 696 THRU O.R. BOOK 7408 PAGE  
710 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY



THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 696 THRU O.R. BOOK 7408 PAGE  
710 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

# THIS IS NOT A CERTIFIED COPY

## C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 696 THRU O.R. BOOK 7408 PAGE  
710 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hutter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

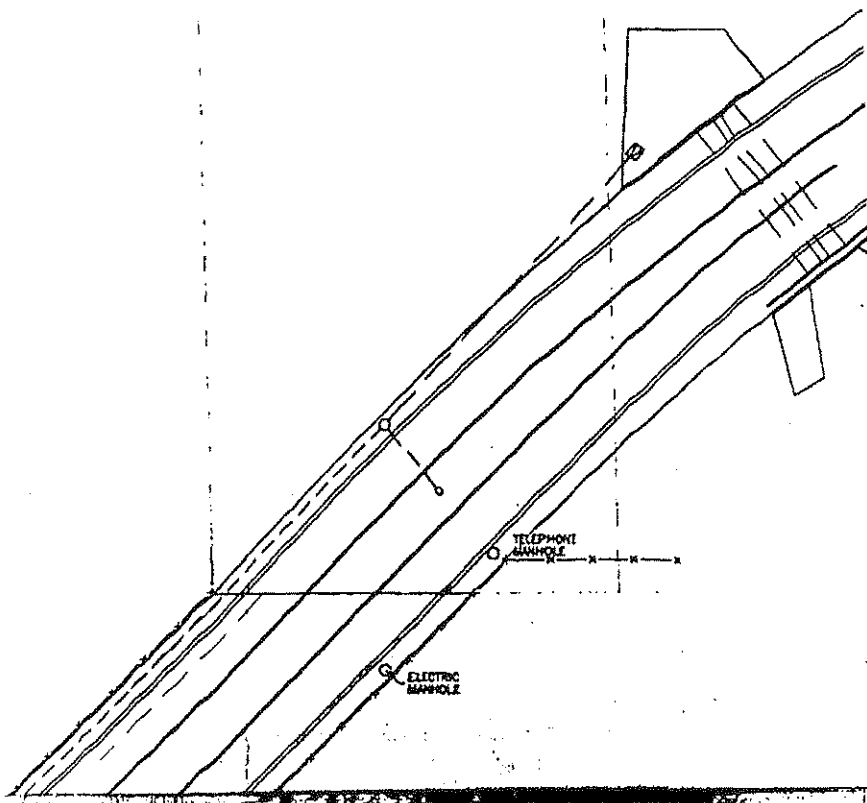
THIS IS NOT A  
CERTIFIED COPY

REC-74087 716

PARCEL 1 OF 2  
RIGHT-OF-WAY FOR DELANEY CREEK  
O.R.B. 6680, PAGE 194  
(NOT INCLUDED)

PARCEL 2 OF 2  
RIGHT-OF-WAY FOR DELANEY CREEK  
O.R.B. 6680, PAGE 167  
(NOT INCLUDED)

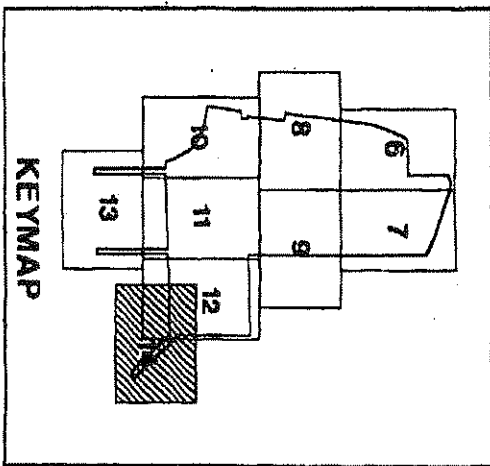
REC-74087 717



THIS IS NOT A  
CERTIFIED COPY

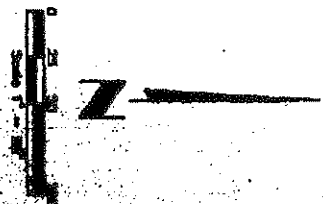
SOUTH TAMPA LTD.

Access Road "B"  
EE740887 718



EE740887 719

EE740887 720





SI: 74-286 722  
DC: 74-286

—	UTILITY POLE
◇	FIRE HYDRANT
⊙	VALVE
L.P.	LIGHT POLE
□	WATER END SECTION
IRR.	IRRIGATION
+	TEE
—	GUY WIRE
— F.M. —	FORCE MAIN
— W —	WATER LINE
— ONE —	OVER HEAD ELECTRIC
— OH —	OVER HEAD TELEPHONE
— UG —	UNDER GROUND TELEPHONE
— UGE —	UNDER GROUND ELECTRIC
— SANITARY —	SANITARY SEWER
— GAS —	GAS LINE
— EX.S.S. —	STORM SEWER
— J.R.R. —	CABLE TELEVISION
— CANV —	CHAIN LINK FENCE
— H —	WOOD FENCE
— D —	BARB WIRE FENCE
— X —	

**Greiner**  
Engineers, Architects  
and Planners  
Greiner, Inc.  
Tampa, Florida

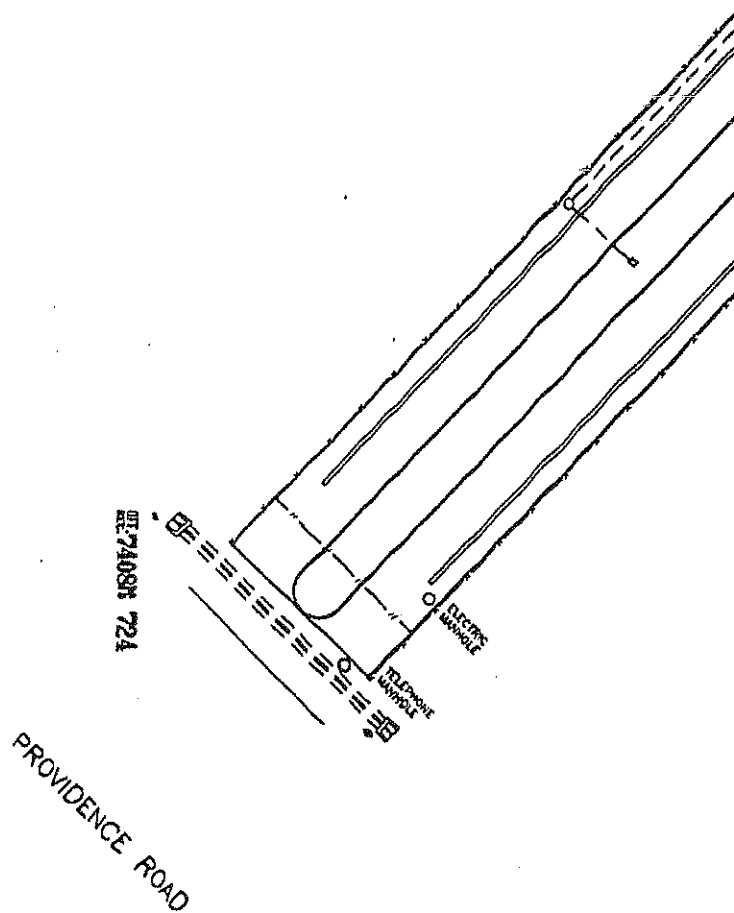
THIS IS NOT A  
CERTIFIED COPY

SOUTH MAPA LTD.

RE 74086 723

BRANDON TOWN CENTER

BOUNDARY SURVEY OF DEVELOPER SITE  
(LOCATION OF PHYSICAL IMPROVEMENTS EXISTING)



RE 74086 723

BRANDON NO.  
14 or 14  
DATE 10-14-93

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 711 THRU O.R. BOOK 7408 PAGE  
725 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccs-lis*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 711 THRU O.R. BOOK 7408 PAGE  
725 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc - Ric*

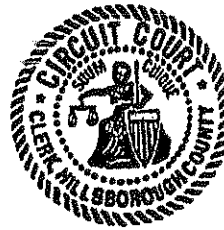


THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 711 THRU O.R. BOOK 7408 PAGE  
725 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Vatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc - Lee*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 711 THRU O.R. BOOK 7408 PAGE  
725 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc - Lisa*

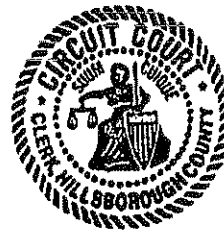
THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT

O.R. BOOK 7408 PAGE 711 THRU O.R. BOOK 7408 PAGE  
725 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccc-lee*

THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S   C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 711 THRU O.R. BOOK 7408 PAGE  
725 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

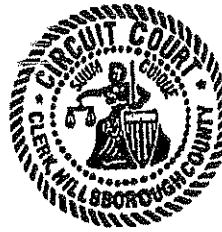
*see-see*

THIS IS NOT A  
CERTIFIED COPY

C L E R K ' S C E R T I F I C A T E

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 711 THRU O.R. BOOK 7408 PAGE  
725 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

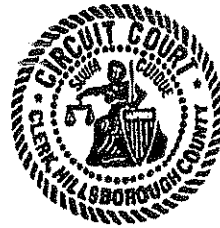
*ccs-lee*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 711 THRU O.R. BOOK 7408 PAGE  
725 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc - Ric*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 711 THRU O.R. BOOK 7408 PAGE  
725 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatter*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

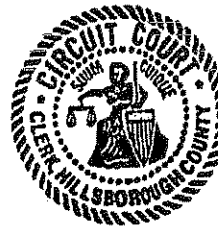
*see-see*

# THIS IS NOT A CERTIFIED COPY

## CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 711 THRU O.R. BOOK 7408 PAGE  
725 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*ccs-lee*



THIS IS NOT A  
CERTIFIED COPY

CLERK'S CERTIFICATE

HILLSBOROUGH COUNTY CLERK OF CIRCUIT COURT  
O.R. BOOK 7408 PAGE 711 THRU O.R. BOOK 7408 PAGE  
725 HAVE BEEN REDUCED AND APPEAR IN THEIR ENTIRETY  
ON THE PRECEDING PAGES.

RICHARD AKE  
CLERK OF CIRCUIT COURT



*Patricia A. Hatten*  
DEPUTY CLERK

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

*cc - Lee*

THIS IS NOT A  
 EXHIBIT "C"  
 SIGN CRITERIA  
 REC. 7408P 726

All signage must comply with local government code requirements as established from time to time.

**I. AS TO THE DEVELOPER'S SITE (EXCLUDING ANY DEPARTMENT STORE BUILDING ON DEVELOPER SITE):**

- A. There shall be no flashing, rotating or moving signs or markers of any type.
- B. There shall be no signs painted on the exterior masonry surface of any Building.
- C. There shall be no signs which are constructed of or made up on cloth material, paper or cardboard.
- D. There shall be no freestanding signs except the Shopping Center and theatre identification signs not more than 25 feet in height, one of which may be located at each Access Road (without changeable copy capability).
- E. All signs which front on the Enclosed Mall or any other mall or permitted signs which are located at the rear of any Building shall be:
  - 1. approximately flush with the wall of the Building; and
  - 2. of a length defined as being the leased frontage less a distance of two feet six inches (2' 6") from each end of said frontage of the store upon which it fronts or of the rear of such store in the case of permitted signs at rear.
- F. There shall be no roof-top signs.
- G. No signs will be permitted at or on the rear of any Buildings except in the case of stores with customer entrances opening directly onto parking areas, with the exception of the theatre, a drug store, a cafeteria and lending institutions, which will be permitted an exterior identification sign.

**II. AS TO THE DEPARTMENT STORE SITES:**

The Department Stores may erect their typical signs for a Department Store in a regional shopping center, EXCEPT:

- A. There shall be no flashing, rotating or moving signs or markers of any type or pylon signs;
- B. There shall be no signs painted on the exterior masonry surface of any Building;
- C. There shall be no roof-top signs, but the Department Stores may mount their typical store identification sign on parapet walls constructed on building columns extended through the roof penthouses formed by the enclosure of heating or air conditioning equipment, or parapet walls formed by the extension of the Department Store Building walls;
- D. There shall be no freestanding signs without the prior consent of the Department Stores and Developer.