

Agmt 99-1093  
INSTR # 99303073  
OR BK 09849 PG 1261  
RECORDED 09/29/99 02:54 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DOC TAX PD(F.S.201.02) 2,975.00  
DEPUTY CLERK D Rupracht

This Conservation Easement is made this 10<sup>th</sup> day of August, 1999, by and between ASSOCIATED OUTDOOR CLUBS, INC., a Florida corporation ("Grantor"), and the CITY OF TAMPA, a municipal corporation ("Grantee").

**WHEREAS**, Grantor is the fee simple owner of certain real property, approximately 14.73 acres, located in the city of Tampa, Hillsborough County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof ("Property"); and

WHEREAS, the Grantee desires to include a portion of the Property, 3.7 acres, in the Park, in order to protect the natural and scenic values of the Park and the Hillsborough River, assure its availability for recreational and open space use, protect natural resources, maintain or enhance air and water quality, and preserve the Park and the River for their cultural significance as more particularly described in Exhibit "C" (the "Easement Property"); and

**Certified as true  
and correct copy.**

WHEREAS, the Grantee shall provide certain assurances and covenants to the Grantor regarding the Grantor's remaining property (the "Remaining Property"), approximately 11.03 acres, as more particularly described in Exhibit "D" attached hereto and made a part hereof, which is adjacent to and north of the Easement Property; and

WHEREAS, such enhancement of the Easement Property, the Park and the Remaining Property will benefit the Grantor, the Grantee and the general public.

NOW, THEREFORE, in consideration of the Grantee's commitment to fund and conduct restoration of the Easement Property, the Park, and the assurances and covenants regarding the Remaining Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby stated and acknowledged, the Grantor hereby grants, bargains, sells and conveys to the Grantee a perpetual, exclusive Conservation Easement pursuant to Florida Statutes Section 704.06 (1997), over and across the Easement Property as described in Exhibit "C" for use as a diverse and renewable natural resource in a manner primarily designed to protect, maintain and restore the natural landscapes and ecosystems associated with the native biological diversity of the Hillsborough River, including the uses set forth in Section 1 of this Conservation Easement.

This Conservation Easement shall be subject to the following terms and conditions:

1. Permitted Uses of the Easement Property.

The Easement Property may be used for any purpose authorized under Florida Statutes Section 704.06 (1997) and, in particular:

- a. The use, expansion, protection, restoration and enhancement of public park activities within the Park and along the Hillsborough River.
- b. Public corridor enhancement to integrate the Easement Property with and preserve and enhance the use of the Easement Property as a "conservation corridor" of natural and semi-natural habitat, and to facilitate public trails along the Hillsborough River.

- c. Access by Grantee's authorized agents for ongoing ecological monitoring and to establish baseline ecological conditions pertaining to the Easement Property.
- d. Recreational uses consistent with the use of the Easement Property as part of the Park, including, without limitation, the installation of recreational trails and walkways.

While the above listed uses shall be deemed to be permitted uses on the Easement Property, nothing herein shall be interpreted as an affirmative obligation or requirement imposed by or upon any agency, entity, or person named above.

## 2. Prohibited Activities

The following shall constitute limited or prohibited activities on the Easement Property:

- a. Construction or placing of buildings, billboards or other advertising, utilities, or other structures on or above the ground (except for access, trails or paths as noted above);
- b. Dumping or placing of substances or materials as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
- c. Removal or destruction of trees, shrubs, or other vegetation that is inconsistent with allowed uses;
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface unless a part of or necessary for permitted uses;
- e. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition consistent with the permitted uses;
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
- g. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

- 3. Consideration to Grantor. As consideration to the Grantor, Grantee shall pay Four Hundred Twenty-Five Thousand and no/100 Dollars (\$425,000.00). In addition, Grantee confirms to Grantor, its successors, grantees and assigns, certain

entitlements, to the extent such entitlements are currently eligible, if at all, or made eligible, at the time of any future development of the Remaining Property. These entitlements derive from the fact that the Easement Property comprises 3.7 acres and is zoned "Commercial Intensive" ("CI") with a corresponding floor area ratio ("FAR") of 1.0. This FAR converts to a potential development intensity of 161,172 square feet which the Grantor has agreed not to construct on the Easement Property as specific consideration to the Grantee for this Conservation Easement. Therefore, the following entitlements shall inure to the benefit of the Grantor's Remaining Property upon the recording of this Conservation Easement:

- a. Resolution No. 6933 adopted by the City Council of the City of Tampa on February 21, 1980 shall be rescinded by the City Council and the lease referenced therein shall be terminated.
- b. In the event that the Remaining Property is developed, the potential square footage of such development shall include 161,172 square feet of commercial building space in addition to the square footage already assigned to the Remaining Property.
- c. In the calculation of setbacks for any potential development on the Remaining Property, the Easement Property shall be considered as part of the building site in calculating setbacks of said project.
- d. In the event that the Remaining Property is developed, the Easement Property shall be counted as landscaped area or "greenspace" to the extent allowed by the City of Tampa Code should such landscaped area or greenspace be required for the Remaining Property.
- e. The Easement Property shall accept stormwater drainage or "sheet flow" from the Remaining Property and any pervious area on the Easement Property shall be counted towards any pervious area required for stormwater drainage on the Remaining Property.
- f. The Grantee shall repair all parking islands within the Remaining Property as part of the Park project improvements.
- g. That certain building located on the Property described in Exhibit "A" owned by the Grantor and adjacent to Bird Street shall be refurbished at Grantee's expense to Grantee's specifications and consistently maintained by the Grantee. As consideration for the Grantee's obligation hereunder, Grantee shall be entitled to use the building for any municipal purposes, at Grantee's sole risk. Grantee's right to use said building shall be deemed a license which may be terminated at any time by Grantor with ninety (90) days prior written notice to Grantee.

- h. An Eighty-Three Thousand Five Hundred and no/100 Dollars (\$83,500.00) credit towards any eligible, future impact fees which may be assessed upon the development of the Remaining Property. The City makes no representation or warranty that any eligible impact fee will be assessed in the future.
  - i. Grantee shall pay all conveyancing costs and surveying costs. Grantee shall pay Grantor's legal fees and costs up to a sum total maximum amount of \$35,000.00.
- 4. Effective Date. This Conservation Easement shall be deemed effective upon execution by both Grantee and Grantor and shall be recorded in the Public Records of Hillsborough County, Florida.
- 5. Enforcement. The terms and conditions of this Conservation Easement may be enforced by either party in the Circuit Court of Hillsborough County.
- 6. Indemnity and Hold Harmless. To the full extent allowed by law, the Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, its successors, grantees, and assigns, against any and all losses, damages, costs, claims, suits, liabilities, expenses and attorneys' fees resulting from any use, operation or maintenance of the Easement Property and/or the Remaining Property, by the Grantee, or its agents, independent contractors, tenants and invitees.
- 7. Liability Insurance. The Grantor and the Grantee acknowledge that the Grantee is self-insured. In the event Grantee ceases to be self-insured, the Grantee shall obtain and, at all times maintain comprehensive, public liability and property damage insurance against claims for personal injury, death or property damage occurring upon the Easement Property with single limit coverage of not less than an aggregate of One Million Dollars (\$1,000,000.00), including umbrella coverage, if any, or such greater amount as may from time to time be reasonable and prudent under the circumstances. Upon the request of the Grantor, the Grantee shall provide the Grantor with proper evidence of the existence of such liability insurance.
- 8. Notices. Any notice, demand, request or other communication required or permitted hereunder must be in writing and will be deemed to have been properly given by either party to the other if and when such notice, demand, request or other communication will have been personally delivered, deposited with Federal Express or other reputable overnight courier, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

- a. if intended for Grantor, addressed to:

Mr. J. Michael Hater  
President  
Associated Outdoor Clubs Inc.  
8300 N. Nebraska Avenue  
Tampa, Florida 33604

- b. if intended for Grantee, addressed to:

City of Tampa  
Real Estate Department  
City Hall Annex  
3N  
Tampa, Florida 33602

Any party hereto may provide to the other party a new or changed address by giving notice thereof in accordance with this paragraph 8. Upon the transfer of title to any parcel of real property identified in this instrument, the transferor of such property shall provide the other parties hereto with written notice of the change of ownership and provide a new address for purposes of this Agreement. Any notice, demand or other communication sent by certified U.S. mail in accordance with this paragraph will be deemed to have been received by the addressee on the third (3rd) business day after the same was deposited in the United States mail. Any notice, demand or other communication sent by Federal Express or other reputable overnight courier in accordance with this paragraph will be deemed to have been received by the addressee on the first (1st) business day after the same was deposited with Federal Express or other reputable overnight courier.

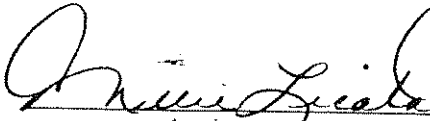
9. **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees (at the trial and appellate court levels) from the non-prevailing party.
10. **Assignment with Consent.** Upon written consent of the Grantor, which consent shall not be unreasonably denied, the Grantee may assign this Conservation Easement to a governmental body or agency or a charitable corporation or trust whose purposes include protecting natural, scenic or open space values of real property, assuring its availability for recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality or preserving sites or properties of historical, architectural, archeological or cultural significance pursuant to Florida Statutes Section 704.06(3) (1997).
11. **General.** This Conservation Easement is granted pursuant to Florida Statutes Section 704.06 (1997), and shall be interpreted in accordance with the laws of the State of Florida. All headings contained herein are for informational purposes only and shall

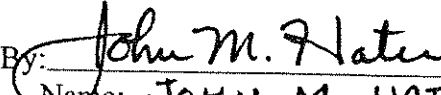
not be construed as defining or limiting the terms of this Conservation Easement. This Conservation Easement shall run with the land and shall be binding on, and to the benefit of, all successive owners of the Property.

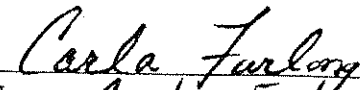
Witnesses:

GRANTOR:

ASSOCIATED OUTDOOR CLUBS, INC.,  
a Florida corporation

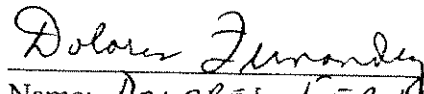
  
Name: MILLIE LICATA  
(Type or Print Name)

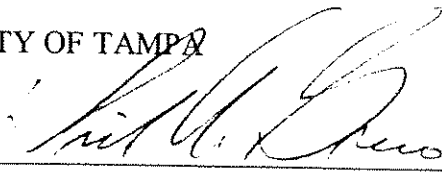
By:   
Name: JOHN M. HATER  
Title: PRESIDENT

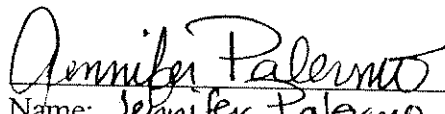
  
Name: Carla Furlong  
(Type or Print Name)

GRANTEE:

CITY OF TAMPA

  
Name: DOLORES FERNANDEZ  
(Type or Print Name)

  
By: DICK A. GRECO, MAYOR

  
Name: Jennifer Palermo  
(Type or Print Name)

APPROVED AS TO FORM:

  
JENNIFER PHELAN HERNANDEZ  
ASSISTANT CITY ATTORNEY

ATTEST:

JANETT S. MARTIN, CITY CLERK

BY:   
SANDRA S. MARSHALL, DEPUTY CITY CLERK

CITY CLERK

State of Florida  
County of Hillsborough

I am to certify that the foregoing is a  
true and correct copy of Agreement 99-1093  
on file in my office  
Witness my hand and official seal this 8th day  
of Nov, 19 99

  
CITY CLERK

THIS IS NOT

CITY OF TAMPA  
RIGHT OF WAY SECTION  
DESCRIPTION APPROVED

EXHIBIT "B"

Date: 10/29/18 By: D&R

Sulphur Springs Park

File No: 1116.1 Atlas D-12

CERTIFIED

Parcel (a)

Commence at the Northeast corner of Section 25, Township 28 South, Range 18 East, and run on an assumed bearing of South along the East boundary of said Section for a distance of 1828.20 feet, thence run West 66.80 feet for a point of beginning, said point of beginning being at the water's edge of the Hillsborough River; thence run North 00 degrees 6 minutes 10 seconds West, 233.92 feet; thence run South 89 degrees 55 minutes 50 seconds West, 10.50 feet; thence run North 00 degrees 08 minutes 50 seconds West, 96.95 feet; thence run North 89 degrees 51 minutes 10 seconds East, 65.50 feet; thence run North 00 degrees 08 minutes 50 seconds West, 40.00 feet; thence South 89 degrees 51 minutes 10 seconds West, 65.50 feet; thence North 89 degrees 13 minutes 20 seconds West, 223.22 feet; thence North 89 degrees 49 minutes 40 seconds West, 224.66 feet; thence South 39 degrees 09 minutes 10 seconds West, 71.70 feet; thence South 00 degrees 14 minutes 50 seconds West, 10.20 feet; thence South 77 degrees 39 minutes 50 seconds West, 73.88 feet; thence South 11 degrees 00 minutes 20 seconds West, 81.00 feet; thence South 10 degrees 12 minutes 20 seconds East, 28.27 feet; thence South 44 degrees 38 minutes 00 seconds East, 9.53 feet to the waters of the Hillsborough River; thence along the waters of the Hillsborough River in a Southeasterly direction to the point of beginning, subject to the right of way of Nebraska Avenue; together with all riparian rights thereunto appertaining;

AND

Parcel (b)

Commence at the Northeast corner of Section 25, Township 28 South, Range 18 East, located in Hillsborough County, Florida, and run on an assumed bearing of South along the East boundary of above said Section a distance of 1535.23 feet, thence West 645.36 feet to the point of beginning, said point being and coinciding with a Northwesterly property corner of the parcel of land hereinabove described as parcel (a); thence run South 71 degrees 06 minutes 00 seconds West, a distance of 231.80 feet to a point; thence run South 15 degrees 28 minutes 30 seconds East, a distance of 103.50 feet to a point at the water's edge of the Hillsborough River as it now exists; said point being the terminus of this line; thence begin again at

EXHIBIT "B"  
Page 1 of 2

OR BK 09849 PG 1271



the point of beginning and run South 11 degrees 00 minutes 20 seconds West, a distance of 81.00 feet to a point; thence run South 10 degrees 12 minutes 20 seconds East, a distance of 28.27 feet to a point; thence run South 44 degrees 38 minutes 00 seconds East, a distance of 15.00 feet to a point at the water's edge of the Hillsborough River as it now exists; thence run Southwesterly along the water's edge of the Hillsborough River a distance of 200 feet more or less to the point of intersection with the terminus point of the first described line; together with all riparian rights thereunto appertaining;

AND

PARCEL I:

Tract beginning on the North bank of the Hillsborough River 11.7 feet West of the East line of Section 25, Township 28 South, Range 18 East, Hillsborough County, Florida; run thence North 147.5 feet, thence West 55 feet, South 147.5 feet, thence East to the Point of Beginning, all lying and being in Section 25, Township 28 South, range 18 East, Hillsborough County, Florida, less right of way for SR 45, except all right of way claimed by state road department.

PARCEL II:

Tract beginning on the North Bank of the Hillsborough River 11.7 feet West of the East line of Section 25, Township 28 South, Range 18 East, Hillsborough County, Florida, run thence North 147.5 feet for a Point of Beginning; thence North 162 feet, West 65 5 feet, South 97 feet, East 10.5 feet, South 65 feet, thence East to the Point of Beginning, all lying and being in Section 25, Township 28 South, Range 18 East, Hillsborough County, Florida, LESS Right of Way for State Route 45.

THIS IS NOT A

OR BK 09849 PG 1273

CITY OF TAMPA

RIGHT OF WAY SECTION

DEPARTMENT OF BUSINESS & COMMUNITY SERVICES

LEGAL DESCRIPTION

Type: Conservation Easement

Location: Northeast 1/4

Parcel No.: 801

Sheet: 1 of 1

Sec: 25T.28E.18

BY: P.B S. & J.

Date: 1/16/98

Project (File) No.: R/W 116.1

Checked: B.L.E.

Date: 5/4/98

Parcel (File) No.: N/A

Title Information By:

N/A

A parcel of land lying in the Northeast 1/4 of Section 25, Township 28 South, Range 18 East, Hillsborough County, Florida. Said parcel being more particularly described as follows:

Commence at the Northeast corner of said Section 25; thence along the East boundary of said Section 25, S 00°01'10" E for 1,828.89 feet; thence S 89°58'50" W for 66.73 feet to a point on the boundary of the property described in Official Record book 62, Page 177, Public Records of Hillsborough County, Florida; thence along said boundary the following six (6) courses; 1) N 00°07'20" W for 234.06 feet; 2) S 89°55'50" W for 10.50 feet; 3) N 00°01'10" W for 96.88 feet; 4) N 89°58'50" E for 65.50 feet; 5) N 00°01'10" W for 40.00 feet; 6) S 89°58'50" W for 17.85 feet to a point on the West right of way line of Nebraska Avenue (State Road No. 45) and the POINT OF BEGINNING; thence continuing along the aforesaid boundary of the property described in Official Records Book 62, Page 177, Public Records of Hillsborough County, Florida, the following seven (7) courses; 1) S 89°58'50" W for 47.65 feet; 2) N 89°15'11" W for 223.35 feet; 3) N 89°49'40" W for 224.71 feet; 4) S 39°09'10" W for 71.70 feet; 5) S 00°14'50" W for 10.20 feet; 6) S 77°39'50" W for 73.88 feet; 7) S 71°06'00" W for 231.80 feet; thence continuing along said boundary S 15°28'30" E for 90.51 feet to a witness corner; thence continuing S 15°28'30" E for 11 feet, more or less to the waters edge of the Hillsborough River; thence Westerly along said waters edge 350 feet, more or less to a point on the East right of way line of State Road No. 93 (Section 10320-2410); thence along said East right of way line N 10°36'33" W for 3 feet, more or less, to a witness corner, thence continuing along said East right of way line N 10°36'33" W for 6.78 feet; thence N 78°38'52" E for 109.25 feet; thence N 10°50'17" W for 182.61 feet, thence N 71°06'00" E for 478.94 feet; thence N 39°09'10" E for 96.86 feet; thence S 89°49'40" E for 282.57 feet; thence S 89°15'11" E for 223.15 feet; thence N 89°58'50" E for 46.85 feet to a point on the aforesaid West right of way line of Nebraska Avenue (State Road No. 45), thence along said West right of way line S 00°01'10" E for 120.00 feet to the POINT OF BEGINNING.

Containing 3.7 acres, more or less.

This Legal Description prepared by Post Buckley, Schuh & Jernigan, Job No. 10-308.50 DATED 1/22/98, DANNY L. POLK, P L.S. NO. 3317

h:\wp51\legals mmo\116-1 bc

CITY OF TAMPA  
RIGHT OF WAY SECTION  
DESCRIPTION APPROVED

EXHIBIT "C"

Page 1 of 1

Date: 5/8/98

By: J. Cook

File No. 116.1 Atlas: D-12

THIS IS NOT A

OR BK 09849 PG 1274

EXHIBIT "D"

CERTIFIED COPY  
ASSOCIATED OUTDOOR CLUBS, INC. REMAINING PROPERTY

Description: That part of Government Lot 1, Section 25, Township 28 South, Range 18 East, Hillsborough County, Florida, described as:

Commence at the Northeast corner of Section 25, Township 28 South, Range 18 East, Hillsborough County, Florida, and run thence South (assumed bearing), along the East boundary of said Section 25, for 1000.12 feet to the intersection of the centerline of Nebraska Avenue with the centerline of Bird Street; thence S.89° 42'00" W., along the centerline of Bird Street, for 33.00 feet; thence South, parallel to the East boundary of said Section 25, for 388.53 feet to the Point of Beginning of the tract of land herein described; from said Point of Beginning run thence South, parallel to the East boundary of said Section 25, for 68.40 feet to the North boundary of Parcel (a) of Warranty Deed recorded in Official Record Book 62, Page 177, Public Records of Hillsborough County, Florida; thence S.89°51'10"W. for 45.07 feet; thence N.89°13'20"W. for 223.22 feet; thence N.89°49'40"W. for 224.66 feet; thence S.39°09'10"W., for 71.70 feet; thence S.00°14'50"W., for 10.20 feet; thence S.77°39'50"W. for 73.88 feet; thence S.71°06'00"W., for 231.80 feet; thence S.15°28'30"E. for 103.50 feet, more or less, to the waters of the Hillsborough River; thence Westerly along the waters of the Hillsborough River, for 328 feet, more or less, to the Easterly limited access right of way line of State Road 93 (Interstate 75); thence N.11°01'23"W., along said Easterly limited access right of way line, for 337 feet, more or less, to Station 540+00 of State Road 93, Section 10320-2410; thence N.00°48'02.09"E., along said Easterly limited access right of way line, for 327.26 feet; thence N.61°55'50.68"E., along the limited access right of way line for said State Road 93, for 150.24 feet; thence N.89°42'00"E., along said limited access right of way line, for 82.60 feet; thence N.89°42'00"E., along the South right of way line of Bird Street, for 415.60 feet to a point 588.40 feet West (measured parallel to the centerline of Bird Street) of the East boundary of said Section 25; thence South, parallel to the East boundary of said Section 25, for 265.00 feet; thence N.89°42'00"E., parallel to the centerline of Bird Street for 212.30 feet; thence N.00°15'17"W., for 265.00 feet to the South right of way line of Bird Street; thence N.89°42'00"E., along the South right of way line of Bird Street for 154.28 feet; thence South, 337.54 feet; thence East 190.00 feet to the Point of Beginning.

CITY OF TAMPA  
RIGHT OF WAY SECTION  
DESCRIPTION APPROVED

EXHIBIT "D"  
Page 1 of 3

Date: 10/29/98 By: [Signature]  
File No: P/W 1161 Atlas: D-12

THIS IS NOT A

OR BK 09849 PG 1275

Subject to a 15 foot permanent right of way and perpetual easement for Public Sanitary Sewer Main recorded in Deed Book 2039, Page 115, Public Records of Hillsborough County, Florida; and subject to a 15 foot permanent right of way and perpetual easement for Public Sanitary Main recorded in Official Record Book 61, Page 422, Public Records of Hillsborough County, Florida; and subject to a 20 foot Permanent right of way and perpetual easement for ingress and egress recorded in Official Record Book 62, Page 177, Public Records of Hillsborough County, Florida; and subject to a 15 foot permanent right of way and perpetual easement for Water Main purposes recorded in Official Record Book 62, Page 177, Public Records of Hillsborough County, Florida; together with the right to use the North 20 feet of the East 250 feet of Parcel (a) of Warranty Deed recorded in Official Record Book 62, Page 177, Public Records of Hillsborough County, Florida for the purpose of ingress and egress and for road and street purposes only, in perpetuity; and together with certain parking rights to all of Parcel (b) of Warranty Deed recorded in Official Record Book 62, Page 177, Public Records of Hillsborough County, Florida as recited in said deed.

AND

From the Northeast corner of Section 25, Township 28 South, Range 18 East, Hillsborough County, Florida; run thence South (assumed) along the East boundary thereof 1000.12 feet, to a point marking the point of intersection of the centerline of Nebraska Avenue with the centerline of East Bird Street, S.89°42'00"W., 33.00 feet; thence South 25.00 feet, to a point marking the point of intersection of the South right of way line of the aforementioned East Bird Street, with the West right of way line of the aforementioned Nebraska Avenue, for a Point of Beginning; thence along said West right of way line 1. SOUTH, 363.53 feet, to a point; thence leaving said West right of way line 2. WEST, 190.00 feet, to a point, thence 3. NORTH, 337.54 feet, to a point of the aforementioned South right of way line of East Bird Street; thence along South right of way line the three following courses and distances; 4. N.89°42'00"E., 40.00 feet, to a point; thence 5. NORTH, 25.00 feet, to a point; and 6. N.89°42'00"E., 150.00 feet, to the Point of Beginning.

LESS

A parcel of land lying in the Northeast 1/4 of Section 25, Township 28 South, Range 18 East, Hillsborough County, Florida. Said parcel being more particularly described as follows:

EXHIBIT "D"  
Page 2 of 3

Commence at the Northeast corner of said Section 25; thence along the East boundary of said Section 25, S 00°01'10" E for 1,828.89 feet; thence S 89°58'50" W for 66.73 feet to a point on the boundary of the property described in Official Record Book 62, Page 177, Public Records of Hillsborough County, Florida; thence along said boundary the following six (6) courses: 1) N 00°07'20" W for 234.06 feet; 2) S 89°55'50" W for 10.50 feet; 3) N 00°01'10" W for 96.88 feet; 4) N 89°58'50" E for 65.50 feet; 5) N 00°01'10" W for 40.00 feet; 6) S 89°58'50" W for 17.85 feet to a point on the West right of way line of Nebraska Avenue (State Road No. 45) and the POINT OF BEGINNING; thence continuing along the aforesaid boundary of the property described in Official Records Book 62, Page 177, Public Record of Hillsborough County, Florida, the following seven (7) courses: 1) S 89°58'50" W for 47.65 feet; 2) N 89°15'11" W for 223.35 feet; 3) N 89°49'40" W for 224.71 feet; 4) S 39°09'10" W for 71.70 feet; 5) S 00°14'50" W for 10.20 feet; 6) S 77°39'50" W for 73.88 feet; 7) S 71°06'00" W for 231.80 feet; thence continuing along said boundary S 15°28'30" E for 90.51 feet to a witness corner; thence continuing S 15°28'30" E for 11 feet, more or less to the waters edge of the Hillsborough River; thence Westerly along said waters edge 350 feet, more or less to a point on the East right of way line of State Road No. 93 (Section 10320-2410); thence along said East right of way line N 10°36'33" W for 3 feet, more or less, to a witness corner; thence continuing along said East right of way line N 10°36'33" W for 6.78 feet; thence N 78°38'52" E for 109.25 feet; thence N 10°50'17" W for 182.61 feet; thence N 71°06'00" E for 478.94 feet; thence N 39°09'10" E for 96.86 feet; thence S 89°49'40" E for 282.57 feet; thence S 89°15'11" E for 223.15 feet; thence N 89°58'50" E for 46.85 feet to a point on the aforesaid West right of way line of Nebraska Avenue (State Road No. 45), thence along said West right of way line S 00°01'10" E for 120.00 feet to the POINT OF BEGINNING.

Containing 11.03 acres, more or less

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