

Stewart Title Guaranty Company
Commercial Services
3402 W. Cypress St.
Tampa, FL 33607

19000034679

INSTRUMENT #: 2020545536
12/21/2020 at 01:14:44 PM
Deputy Clerk: TJORDAN
Pat Frank, Clerk of the Circuit Court
Hillsborough County

**DECLARATION OF RECIPROCAL EASEMENTS,
CONDITIONS, AND USE RESTRICTIONS
FOR
FOWLER AVENUE APARTMENTS AND COMMERCIAL DEVELOPMENT**

This Instrument Was Prepared by:
Adam J. Sigman, Esq. & David Drum, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205

**DECLARATION OF RECIPROCAL EASEMENTS,
CONDITIONS, AND USE RESTRICTIONS
FOR
FOWLER AVENUE APARTMENTS AND COMMERCIAL DEVELOPMENT**

This DECLARATION OF RECIPROCAL EASEMENTS, CONDITIONS, AND USE RESTRICTIONS (this "Declaration") is made effective as of the 17th day of December, 2020, by **BIG TOP OF TAMPA, INC.**, a Florida profit corporation ("Big Top"), and **FOWLER RESIDENCES, LLC**, a Delaware limited liability company ("Residences"). Big Top and Residences are collectively referred to herein as "Declarant".

W I T N E S S E T H:

WHEREAS, Big Top is the owner of the real property located in Hillsborough County, Florida, as more particularly described in Exhibit "A-1" attached hereto (the "Big Top Property" or "Commercial Property"). Residences is the owner of the real property located in Hillsborough County, Florida, as more particularly described in Exhibit "A-2" attached hereto (the "Residences Property" or "Multifamily Property"). The Big Top Property and Residences Property are collectively referred to herein as the "Property";

WHEREAS, Declarant intends by this Declaration to impose upon the Property mutually beneficial easements and restrictions for the benefit of all owners and/or occupants of property within the Property and all persons or entities having any interest in the Property, by the recording of this Declaration;

WHEREAS, Declarant desires that the Property be held, sold and conveyed subject to the provisions of this Declaration; and

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions. Such easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property, and shall run with the real property submitted to this Declaration. They shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Access Driveway" means, collectively, the Joint Access Driveway and the Restricted Access Driveway, as each are defined below.

Section 2. "Assessments" shall mean assessments for Common Expenses as provided for herein.

Section 3. "Common Expenses" shall mean and include the actual and estimated expenses of operating and maintaining the Access Driveway and the Improvements. For purposes of clarification, "common" as used herein means and is intended to refer to expenses for improvements, facilities, utilities, etc. that serve more than one (1) parcel or Lot within the Property.

Section 4. "Declarant" shall have the meaning set forth in the first paragraph of this Declaration.

Section 5. "Final Plat" means, collectively, all plats of a portion of the Property from time to time recorded with the Clerk of Court Recording Department of Hillsborough County, Florida, as such may be amended from time to time.

Section 6. "Improvements" shall mean all vertical and surface or subsurface improvements, including without limitation signage and utilities located in, on or under the Access Driveway, buildings, outbuildings, underground installations, grading, slope and drainage alterations, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, landscaping, plantings, planted trees and shrubs, poles, signs, lighting, loading areas, and all other man-made changes to the natural configuration and vegetation of the Property, whether above or below the land surface.

Section 7. "Joint Access Driveway" shall mean that certain access road shown in yellow and labeled "Joint" on Exhibit "B" attached hereto connecting certain portions of the Property with East Fowler Avenue.

Section 8. "Lot" or "Lots" shall mean a separate parcel of the Property now or hereafter set forth as a Lot on any Final Plat or via a lot cut out approved by Hillsborough County, Florida, including without limitation open space, or separate parcels conveyed by other property description if no Final Plat has been recorded, and shall be deemed to refer to any and all Improvements located thereon or comprising such Lot.

Section 9. "Operator" shall mean the Person designated from time to time by the Declarant to maintain and operate the Access Driveway (to the extent not otherwise maintained by an Owner). The initial Operator shall be Residences.

Section 10. "Owner" shall mean and refer to one or more Persons, including Declarant, who holds or hold the record title to any Lot, and their tenants, customers, licensees, invitees, successors and assigns, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Section 11. "Person" shall mean a natural person, a corporation, a partnership, a limited liability company, a trust, a trustee, or any other legal entity.

Section 12. "Property" shall mean and refer to the real property described in Exhibit "A-3" attached hereto.

Section 13. "Restricted Access Driveway" shall mean and refer to that certain restricted access road shown in green and labeled "Restricted" on Exhibit "B" attached hereto.

ARTICLE II PROPERTY RIGHTS AND EASEMENTS

Each Owner grants, bargains, sells and conveys to the other the following easements as set forth in this Article II.

Section 1. Access Driveway. Each Owner is hereby granted and shall have a right and easement of access by vehicular and pedestrian ingress and egress to each Owner's Lot in, over and to all of the Access Driveway, subject to the restrictions or limitations contained in this Declaration. Notwithstanding anything to the contrary in this Declaration, all access points and curb cuts to the Access Driveway from the Commercial Property by the Owner of the Commercial Property shall require the Owner of the Multifamily Property's prior written approval as follows: (1) In addition to the curb cut shown in the approximate location on Exhibits "A-1", "A-2", and "A-3", the Owner of the Multifamily Property shall first approve, in its reasonable discretion, all additional curb cuts and access points from the Commercial Property onto the Joint Access Driveway, unless such curb cuts and access points have been previously approved by any governmental agency having jurisdiction thereof; and (2) with respect to any curb cuts and access points from the Commercial Property onto the Restricted Access Driveway, the Owner of the Multifamily Property shall first approve the same in its sole discretion. The Owner of the Commercial Property shall obtain the written approval of the Owner of the Multifamily Property in accordance with the

foregoing standards prior to any additional construction of curb cuts or access points from the Commercial Property to the Access Driveway or any reconfiguration of the Commercial Property requiring the same. The Owner of the Multifamily Property's access points and curb cuts to the entire Access Driveway from the Multifamily Property shall not require any consents or approvals from the Owner of Commercial Property, but shall not impede the access available to the Joint Access Driveway by the Owner of the Commercial Property.

Section 2. Exceptions to Rights. The Owners' rights granted in Section 1 above shall be subject to the following:

(a) The right of the Owner of the Multifamily Property to dedicate or transfer all or any part of the Access Driveway to any public body, agency, authority, or utility for such purposes as are consistent with the purposes of this Declaration.

(b) Each Owner's responsibility to pay for Common Expenses, fees and other charges hereunder assessed.

Section 3. Owner Easements. Each Owner, its successors and assigns, is hereby granted and shall have a perpetual non-exclusive easement of vehicular and pedestrian access, ingress and egress (but excluding any parking rights) over, across and through the Access Driveway. The Joint Access Driveway only shall also include (each Owner is hereby granted and shall have) an easement for the installation, repair and maintenance of utilities; provided, however, that (a) such utilities shall only serve/service the Commercial Property or the Multifamily Property as applicable, (b) the Owner of the Multifamily Property shall be given thirty (30) days' written notice prior to any utilities construction or maintenance access by the Owner of the Commercial Property, (c) any Owner performing utilities installation or maintenance and repair work shall restore any damage to the Joint Access Driveway within the earlier of five (5) days' written notice from the other Owner or within ten (10) days of the act or omission causing such damage, (d) all work and maintenance shall be performed in a good and workmanlike and lien free manner so as to minimize any interruptions with both Owners' use of the Joint Access Driveway for ingress and egress, and (e) the Owner performing such installation or maintenance work shall indemnify and hold the other Owner harmless from all claims, loss, damage and liability arising out of such work or entry onto the Joint Access Driveway for such work.

Section 4. Construction Easements. The Owner of the Multifamily Property is hereby granted a temporary construction easement extending one hundred (100) feet on the Commercial Property side of the Restricted Access Driveway (the "Restricted Access Driveway Easement Area") and one hundred (100) feet on the Commercial Property side of the Joint Access Driveway (the "Joint Access Driveway Easement Area") for One Hundred Eighty (180) days from the date of this Agreement, as the Joint Access Driveway and the Restricted Access Driveway are designated on the attached Exhibit "B" (the Restricted Access Driveway is shown in green and the Joint Access Driveway is shown in yellow), on, over, under, across and through the Restricted Access Driveway Easement Area and the Joint Access Driveway Easement Area for the purposes of access, ingress, egress, construction and installation of the Restricted Access Driveway and the Joint Access Driveway by the Owner of the Multifamily Property. Thereafter, for a period not to exceed Two (2) years from the date of this Agreement, the Owner of the Multifamily Property is hereby granted a temporary construction easement extending twenty (20) feet on the Commercial Property side of the Restricted Access Driveway and twenty (20) feet on the Commercial Property side of the Joint Access Driveway. Notwithstanding the above and foregoing, the Owner of the Multifamily Property shall minimize any unreasonable interference with the development of the Commercial Property resulting from the use of the Restricted and Joint Access Driveway Easement Areas by the Owner of the Multifamily Property. The Owner of the Multifamily Property shall be solely responsible for the costs associated with the initial construction and installation of the Restricted Access Driveway and the Joint Access Driveway. In addition to the aforementioned Restricted Access Driveway Easement Area and the Joint Access Driveway Easement Area, the Owner of the Multifamily Property is furthermore granted a temporary

construction easement on the Commercial Property in the area designated on Exhibit "C" as the "Commercial Grading Area". The Owner of the Multifamily Property will have access to the Commercial Grading Area for the purposes of clearing and grading of this area as set forth in the attached Exhibit "C" to ensure positive flow during the interim condition when the commercial area is undeveloped. Construction activities by the Owner of the Multifamily Property in the Commercial Grading Area are limited to adding fill and re-grading the Commercial Grading Area to an average elevation of 41.7 feet (but no less than a minimum elevation of 41.0 feet or a maximum elevation of 42.5 feet), using good, clean fill provided by the Owner of the Multifamily Property from property outside the boundaries of the Commercial Property, installed in a clean, finished and compacted manner using best construction practices approved by the Owner of the Commercial Property, all at the Owner of the Multifamily Property's sole cost and expense, without lien or encumbrance on the Commercial Property. Notwithstanding the above and foregoing, upon receipt of permit approval from the appropriate governmental agencies, the Owner of the Commercial Property retains the sole and absolute discretion to re-grade the Commercial Property at any time to the permitted elevations. Upon the earlier of the completion of construction of the Restricted Access Driveway and the Joint Access Driveway, any development of the Commercial Property after approval by appropriate governmental agencies (as long as no further work is required under existing permits to be completed by the Owner of the Multifamily Property on the Commercial Property, none of which will otherwise impede development of the Commercial Property), and the date that is two (2) years after the date that this Declaration is recorded with the Clerk of Court Recording Department of Hillsborough County, Florida, whichever shall first occur, the temporary construction easements granted pursuant to this Section shall automatically terminate.

Section 5. Maintenance Easements. The Operator, its successors and assigns, and its contractors and agents are hereby granted and shall have a perpetual and non-exclusive easement over the Access Driveway and from time to time, as may be reasonably necessary, over the area extending twenty-five (25) feet on the Commercial Property side of the Access Driveway for the maintenance, repair and replacement of the Access Driveway or any equipment, facilities or fixtures affecting or serving the Access Driveway, which may presently or hereinafter be located upon the Access Driveway.

Section 6. Use of Easements. All easements granted and/or reserved in this Declaration shall be used in a manner so as not to unreasonably interfere with any operations on any Lot or disturb any Owner in peaceful possession of its Lot. All construction, maintenance, repair and replacement of any improvements associated with any easements shall be done in such a manner so as not to unreasonably disturb operations on a Lot and any damage to a Lot or improvements thereon caused by such construction, maintenance, repair and replacement shall be repaired promptly and at the expense of the Person performing such construction, maintenance, repair and replacement.

Section 7. Owner's Reservation. Notwithstanding anything to the contrary contained herein, each Owner shall have the right to re-configure driveways, walkways and other improvements on its Lot in its discretion and to temporarily block or re-route traffic from its Lot onto the Access Driveway as such Owner reasonably deems necessary from time to time; provided, however, each Owner's actions hereunder shall not unreasonably interfere with the other Owner's use and enjoyment of the Access Driveway and further provided that the Owner of the Multifamily Property shall have the right to approve, (1) in its reasonable discretion, all curb cuts and access points onto the Joint Access Driveway, unless such curb cuts and access points are approved by a governmental agency having jurisdiction thereof, and (2) in its sole discretion, all curb cuts and access points from the Commercial Property onto the Restricted Access Driveway, as set forth hereinabove.

ARTICLE III MAINTENANCE

The Operator shall maintain and keep in commercially reasonable repair the Access Driveway. Such maintenance may include, without limitation, maintaining, operating, repairing, and replacing, subject to any insurance then in effect, the Access Driveway and all landscaping, lighting, signage or other Improvements situated upon the Access Driveway, and shall further include a reasonable maintenance and oversight management fee.

ASSESSMENTS

Section 1. Assessments. In connection with the cost of maintenance, repair and replacement of the Access Driveway, each Owner shall be responsible for its share of Common Expenses, which shall be assessed by the Operator from time to time, due and payable as set forth below.

Section 2. Allocation of Assessments. Assessments shall be allocated as follows: the Multifamily Property shall be responsible for sixty percent (60%); and the Commercial Property shall be responsible for forty percent (40%).

Section 3. Assessment Obligation. Each Owner, by acceptance of his or her Deed, is deemed to covenant and agree to pay all Assessments levied, whether or not such obligation is so expressed in such Deed. Each Owner shall be deemed a direct beneficiary of the Access Driveway, which are made for the benefit of the Property.

(a) All Assessments and any other amounts due from the Owner of the Commercial Property to the Owner of the Multifamily Property, together with interest on unpaid amounts after application of any grace period at the highest rate allowable under the laws of Florida from time to time relating to usury (or if no such rate is established, twelve percent (12%) per annum) ("Interest"), costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lots against which each Assessment is made. Each Assessment, together with Interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title in excess of six (6) months accrued Assessments.

(b) Assessments shall be paid within thirty (30) days after receipt by an Owner of an invoice therefor, and all Assessments not paid when due shall accrue interest at the rate of twelve percent (12%) per annum from the date due until when paid in full.

Section 4. Lien for Assessments. To secure the payment of any Assessment and/or fine imposed pursuant to this Declaration (each such fine, a "Fine") not paid after the application of any grace period, a lien is expressly retained in favor of the Operator on each and every Lot of the defaulting Owner. Such lien shall be prior and superior to all other liens, except all taxes, bonds, assessments, first mortgage liens, liens, and other levies which by law would be superior thereto.

ARTICLE V USE RESTRICTIONS

Section 1. Use Restrictions. In addition to all other covenants contained herein, no portion of the Commercial Property shall be used for any of the activities, businesses, purposes or uses set forth on the attached Schedule V.1.

Section 2. Additional Provisions. In addition to the foregoing, each Owner agrees as follows:

(a) Maintenance of Exterior and Interior. Each Owner shall be responsible for the maintenance of, and shall maintain, the exterior and interior of its Lot and any Improvements in a clean, sanitary, and attractive condition, and shall (i) keep its Lot free from rubbish, litter, and noxious weeds; (ii) maintain, cultivate, and keep in good condition and repair shrubs, trees, grass, lawns, plantings, and other landscaping located, or from time to time placed, within the bounds of its Lot; and (iii) replace dead plants, shrubs, trees, grass, or landscaping of the same or similar type.

(b) Temporary Structures. No structure of a temporary character or other out-building shall be used on any Lot at any time, either temporarily or permanently; provided temporary construction trailers shall be permitted during any period of active construction at the Property.

(c) Animals. No animals, reptiles, rodents, livestock, birds, or poultry of any kind shall be raised, bred or kept in or on any Lots, other than bona fide service animals or household pets, and except in conjunction with the operation of any licensed veterinary clinic or pet store.

(d) Compliance with Law. Each Owner shall comply promptly with all laws, statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to use, occupancy, construction and maintenance of any Improvements upon the Lots, including without limitation any zoning or other approvals or restrictions.

(e) Screening. Each Owner shall use decorative screening and/or landscaping as necessary in order to obscure from public view all trash holding receptacles, loading and service areas, mechanical and electrical equipment, storage facilities and bins, and other building appurtenances which may be aesthetically undesirable.

(f) Estoppel Statement. Each Owner agrees, within fifteen (15) days of request of any other Owner, but no more often than two (2) times per calendar year, to provide a requesting Owner with a statement certifying (i) that this Declaration is in full force and effect, (ii) the amount of Assessments and any other amounts due and payable hereunder, (iii) whether the requesting Owner is in default hereunder, and (iv) such other factual matters as the requesting Owner may reasonably request.

ARTICLE VI GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Owner of any of the Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded. After the initial twenty (20) year term has expired, the term of this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by Owners owning at least sixty-seven percent (67%) of the Property (based on acreage) subject to this Declaration, has been recorded within the year preceding the beginning of each successive ten-year period, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. Amendment. This Declaration may only be amended by unanimous consent all the of Owners, in person or by proxy, at any duly called meeting. Any amendment shall not become effective until recorded with the Clerk of Court Recording Department of Hillsborough County, Florida.

Section 3. Delegation of Use. Any Owner may delegate, its right of enjoyment to the Access Driveway to customers, tenants and social invitees.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. Each covenant and restrictions shall be enforced to the fullest extent permitted by law.

Section 5. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Indemnities. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose property is subject to the easement harmless from and against all claims, liabilities and expenses in connection with the exercise of the rights created in this Declaration (including reasonable attorneys' fees) relating to accidents, injuries, loss or damage of or to any person or property resulting from the use of the easement granted hereunder, which arises from the negligent, intentional or willful acts or omissions of the indemnifying Owner, its contractors, employees, agents or others acting on behalf of the indemnifying Owner.

Section 7. Subdivision. Each Owner shall have the right to subdivide its respective parcel or Lot without the consent of the other Owner(s), provided that the subdividing Owner and Final Plat are in full compliance with this Declaration and all applicable laws and ordinances including municipal and county zoning and subdivision requirements.

Section 8. Insurance. Each Owner shall maintain, or cause to be maintained, general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity obligations contained above), death, or property damage occurring upon such Owner's Property and such Owner's use of the Access Driveway, with single limit coverage of not less than an aggregate of \$2,000,000.00, per occurrence with no less than \$5,000,000.00 umbrella coverage.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration effective as of the date first set forth above.

WITNESSES:

[Signature]
Printed Name: Dawn Jeter Paxson

[Signature]
Printed Name: DAWN JETER PAXSON

DECLARANT:

BIG TOP OF TAMPA, INC.,
a Florida profit corporation

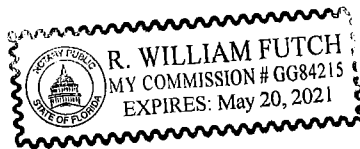
By: [Signature]
Name: Steven Shaddix
Title: President

STATE OF FLORIDA
COUNTY OF MANA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of November, 2020, by Steven Shaddix, as President of BIG TOP OF TAMPA, INC., a Florida profit corporation, on behalf of said entity, and he ☒ is personally known to me, or ☐ has produced _____ as identification.

My Commission Expires:

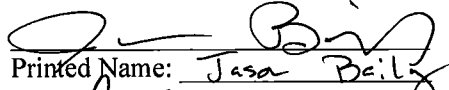
[Signature]
Print Name: _____
NOTARY PUBLIC



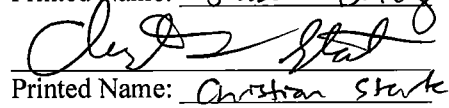
FOWLER RESIDENCES, LLC,
a Delaware limited liability company

WITNESSES:

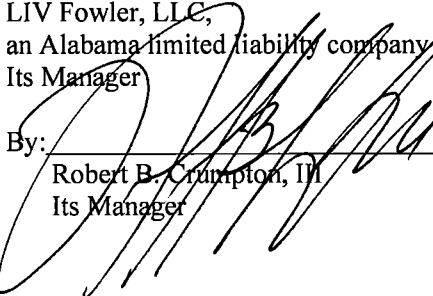
By: Fowler Residences Holdings, LLC,
a Delaware limited liability company
Its Sole Member


Printed Name: Jasa Bailey

By: LIV Fowler Partners, LLC,
an Alabama limited liability company
Its Manager


Printed Name: Christian Stark

By: LIV Fowler, LLC,
an Alabama limited liability company
Its Manager

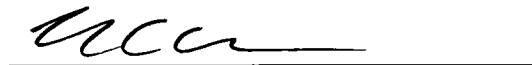

By: Robert B. Crumpton, III
Its Manager

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County in said State, hereby certify that Robert B. Crumpton, III, whose name as Manager of LIV Fowler, LLC, an Alabama limited liability company and the Manager of LIV Fowler Partners, LLC, an Alabama limited liability company and the Manager of Fowler Residences Holdings, LLC, a Delaware limited liability company and the Sole Member of Fowler Residences, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 4th day of December 2020.



Notary Public
My commission expires: _____

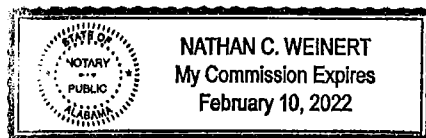


EXHIBIT "A-1"
BIG TOP PROPERTY DEPICTION AND DESCRIPTION

Description Sketch

DESCRIPTION: A parcel of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 7, Township 28 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the South 1/4 corner of said Section 7, run thence along the West boundary of Government Lot 3 of said Section 7, N.00°06'27"E., a distance of 49.80 feet to the Westerly Extension of the North Right-of-Way Line of State Road 582, as recorded in the State of Florida Department of Transportation Map with a W.P. Segment 416858 1; thence along said Westerly Extension, N.89°59'02"E., a distance of 30.00 feet to the East Right-of-Way Line of Wren Street of MARTELLO HEIGHTS, according to the map or plat thereof, as recorded in Plat Book 27, Page 12 of the public records of Hillsborough County, Florida, said point also being the **POINT OF BEGINNING**; thence continue along said East Right-of-Way Line, N.00°06'27"E., a distance of 307.82 feet to a line 307.82 feet North of and parallel with said North Right-of-Way Line of State Road 582; thence along said parallel line, N.89°59'02"E., a distance of 642.27 feet to a line 642.27 feet East of and parallel with said East Right-of-Way Line of Wren Street; thence along said parallel line, S.00°06'27"W, a distance of 307.82 feet to said North Right-of-Way Line of State Road 582; thence along said North Right-of-Way Line, S.89°59'02"W, a distance of 188.38 feet to the East Right-of-Way Line of Canary Street of said MARTELLO HEIGHTS; thence along said East Right-of-Way Line, N.00°03'04"W., a distance of 50.00 feet; thence S.89°59'02"W., a distance of 60.00 feet to the West Right-of-Way Line of said Canary Street; thence along said West Right-of-Way Line, S.00°03'04"E., a distance of 50.00 feet to said North Right-of-Way Line of State Road 582; thence along said North Right-of-Way Line, S.89°59'02"W., a distance of 393.89 feet to the **POINT OF BEGINNING**.

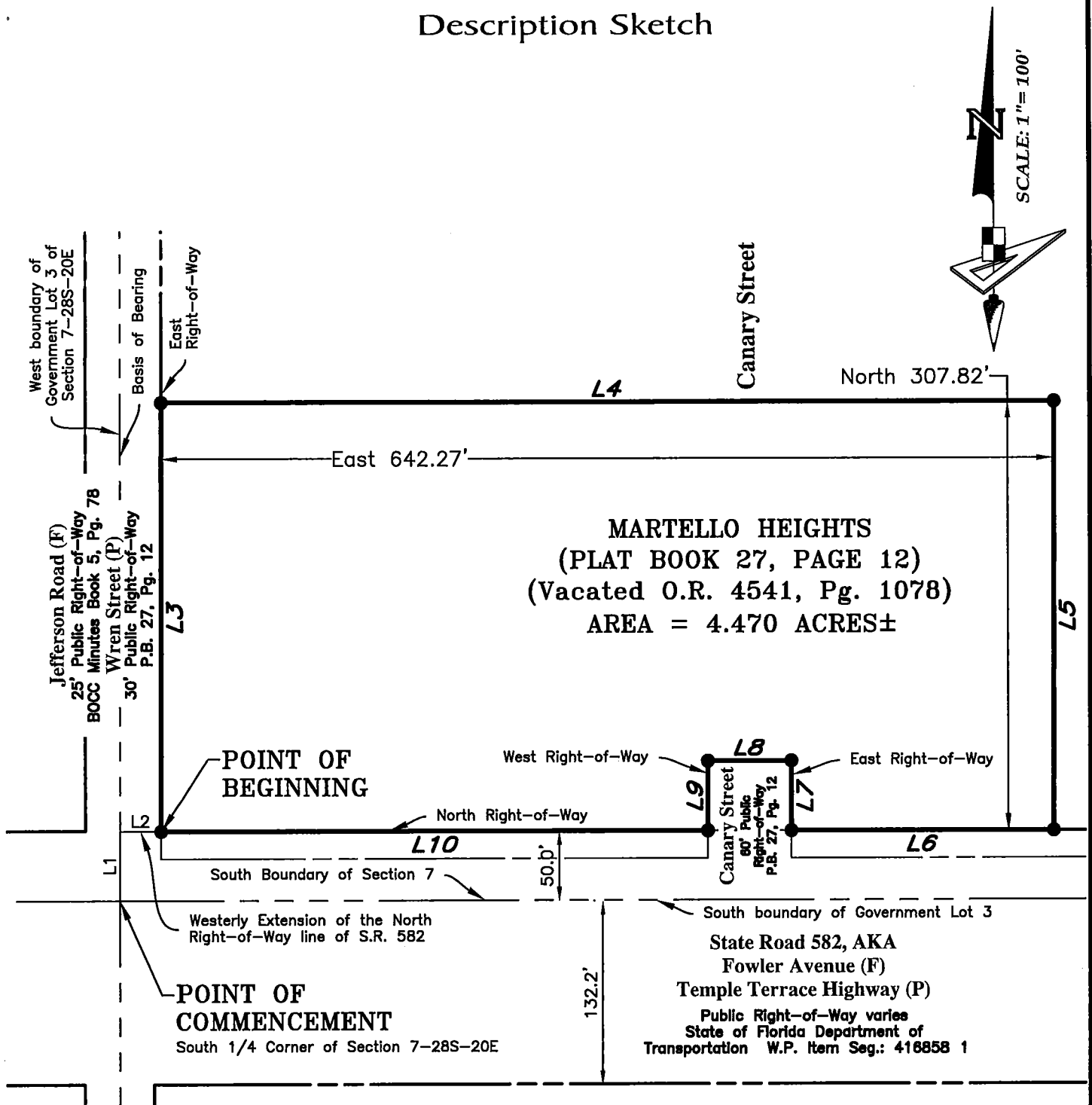
Containing 4.470 acres, more or less.

Surveyor's Notes:

Bearings shown hereon are based on the West boundary of Government Lot 3 of Section 7, Township 28 South, Range 20 East, Hillsborough County, Florida, having a Grid bearing of N.00°06'27"E.

PROJECT: EAST FOWLER AVENUE, TAMPA			Prepared For: LIV Development		
PHASE: BIG TOP FLEA MARKET 4 ACRES			(Not A Survey)		
DRAWN: MML DATE: 10/30/20 CHECKED BY: CMA					
REVISIONS					
DATE	DESCRIPTION	DRAWN BY	Charles M. Arnett FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6884  GeoPoint Surveying, Inc.		
FILE PATH: P:\EAST FOWLER AVENUE BIG TOP FLEA MARKET\DESCRIPTIONS\BIGTOPFLEAMARKET-4ACRES-DS.DWG			LAST SAVED BY: MLANKES		

Description Sketch



PROJECT: EAST FOWLER AVENUE, TAMPA

Prepared For: LIV Development

PHASE: BIG TOP FLEA MARKET 4 ACRES

DRAWN: MML DATE: 10/30/20 CHECKED BY: CMA

REVISIONS

DATE	DESCRIPTION	DRAWN BY

See Sheet No. 1 For
Surveyor's Certification

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 00°06'27" E	49.80'
L2	N 89°59'02" E	30.00'
L3	N 00°06'27" E	307.82'
L4	N 89°59'02" E	642.27'
L5	S 00°06'27" W	307.82'
L6	S 89°59'02" W	188.38'
L7	N 00°03'04" W	50.00'
L8	S 89°59'02" W	60.00'
L9	S 00°03'04" E	50.00'
L10	S 89°59'02" W	393.89'

PROJECT: EAST FOWLER AVENUE, TAMPA

Prepared For: LIV Development

PHASE: BIG TOP FLEA MARKET 4 ACRES

DRAWN: MML DATE: 10/30/20 CHECKED BY: CMA

REVISIONS

DATE	DESCRIPTION	DRAWN BY

See Sheet No. 1 For
Surveyor's Certification

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

EXHIBIT "A-2"

RESIDENCES PROPERTY DEPICTION AND DESCRIPTION

DESCRIPTION: A parcel of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 7, Township 28 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the South 1/4 corner of said Section 7, run thence along the West boundary of Government Lot 3 of said Section 7, N.00°06'27"E., a distance of 49.80 feet to the Westerly Extension of the North Right-of-Way Line of State Road 582, as recorded in the State of Florida Department of Transportation Map with a W.P. Segment 416858 1; thence along said Westerly Extension, N.89°59'02"E., a distance of 30.00 feet to the East Right-of-Way Line of Wren Street of MARTELLO HEIGHTS, according to the map or plat thereof, as recorded in Plat Book 27, Page 12 of the public records of Hillsborough County, Florida, thence along said East Right-of-Way Line, N.00°06'27"E., a distance of 307.82 feet, said point also being the **POINT OF BEGINNING**; thence continue along said East Right-of-Way Line, N.00°06'27"E., a distance of 939.97' to the South Right-of-Way Line of Sparrow Avenue of said MARTELLO HEIGHTS; thence along said South Right-of-Way Line, N.89°28'33"E., a distance of 1260.48 feet to the West Right-of-Way Line of Parrot Street of said MARTELLO HEIGHTS; thence along said West Right-of-Way Line, S.00°03'04"E., a distance of 1258.97 feet to said North Right-of-Way Line of State Road 582; thence along said North Right-of-Way Line, S.89°59'02"W., a distance of 375.00 feet to the East Right-of-Way Line of Oriole Street of said MARTELLO HEIGHTS; thence along said East Right-of-Way Line, N.00°03'04"W., a distance of 50.00 feet; thence S.89°59'02"W., a distance of 60.00 feet to the West Right-of-Way Line of said Oriole Street; thence along said West Right-of-Way Line, S.00°03'04"E., a distance of 50.00 feet to said North Right-of-Way Line of State Road 582; thence along said North Right-of-Way Line, S.89°59'02"W., a distance of 186.62' feet to a line 642.27 feet East of and parallel with said East Right-of-Way Line of Wren Street; thence along said parallel line, N.00°06'27"E., a distance of 307.82 feet to a line 307.82 feet North of and parallel with said North Right-of-Way Line of State Road 582; thence along said parallel line, S.89°59'02"W., a distance of 642.27 feet to the **POINT OF BEGINNING**.

Containing 31.709 acres, more or less.

Surveyor's Notes:

Bearings shown hereon are based on the West boundary of Government Lot 3 of Section 7, Township 28 South, Range 20 East, Hillsborough County, Florida, having a Grid bearing of N.00°06'27"E.

PROJECT: EAST FOWLER AVENUE, TAMPA			Prepared For: LIV Development		
PHASE: BIG TOP FLEA MARKET 32 ACRES			(Not A Survey)		
DRAWN: MML	DATE: 10/26/20	CHECKED BY: CMA			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY	Charles M. Arnett FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6884		
FILE PATH: P:\EAST FOWLER AVENUE BIG TOP FLEA MARKET\DESCRIPTIONS\BIGTOPFLEAMARKET-32ACRES-DS.DWG			LAST SAVED BY: MLANKES		

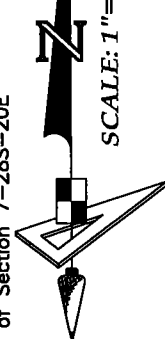
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

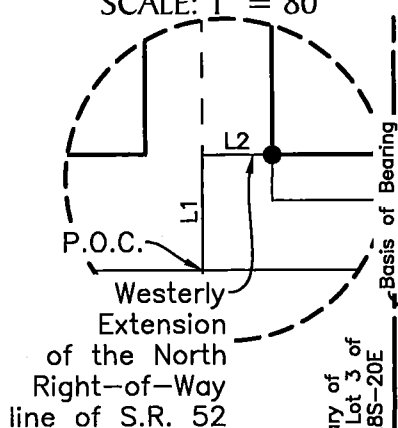
Description Sketch

Coniglio Drive (F)
30' Public Right-of-Way
as described in O.R. 24533, Pg. 1721
Sparrow Avenue (P)
30' Public Right-of-Way
P.B. 27, Pg. 12

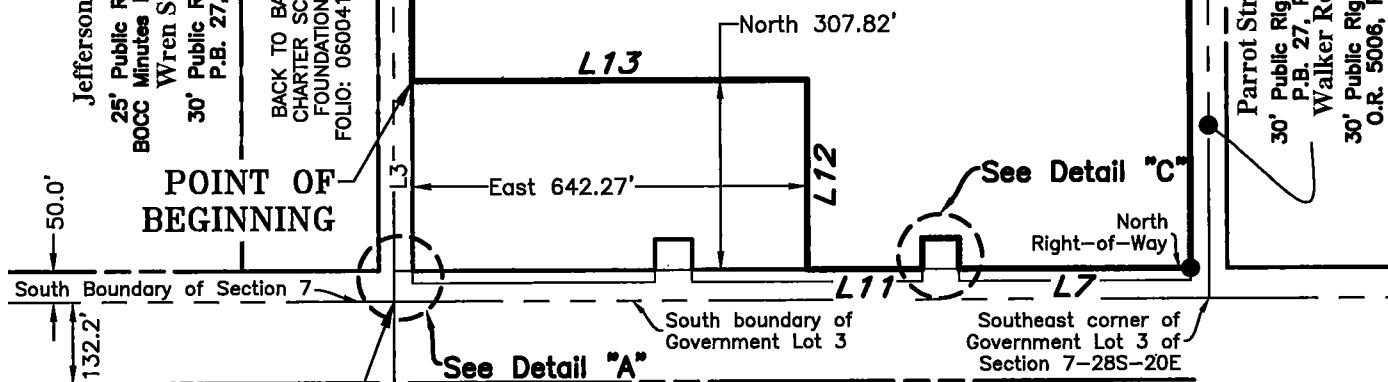
SCALE: 1" = 300'



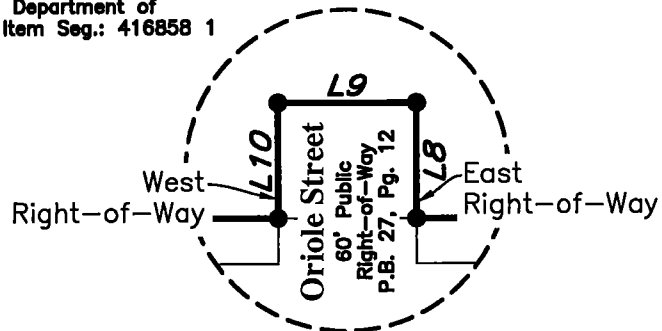
DETAIL "A"
SCALE: 1" = 80'



MARTELLO HEIGHTS
(PLAT BOOK 27, PAGE 12)
(Vacated O.R. 4541, Pg. 1078)
AREA = 31.709 ACRES±



DETAIL "C"
SCALE: 1" = 80'



PROJECT: EAST FOWLER AVENUE, TAMPA
PHASE: BIG TOP FLEA MARKET 32 ACRES
DRAWN: MML DATE: 10/26/20 CHECKED BY: CMA

Prepared For: LIV Development

REVISIONS		
DATE	DESCRIPTION	DRAWN BY

See Sheet No. 1 For
Surveyor's Certification

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N 00°06'27" E	49.80'
L2	N 89°59'02" E	30.00'
L3	N 00°06'27" E	307.82'
L4	N 00°06'27" E	939.97'
L5	N 89°28'33" E	1260.48'
L6	S 00°03'04" E	1258.97'
L7	S 89°59'02" W	375.00'
L8	N 00°03'04" W	50.00'
L9	S 89°59'02" W	60.00'
L10	S 00°03'04" E	50.00'
L11	S 89°59'02" W	186.62'
L12	N 00°06'27" E	307.82'
L13	S 89°59'02" W	642.27'

PROJECT: EAST FOWLER AVENUE, TAMPA

Prepared For: LIV Development

PHASE: BIG TOP FLEA MARKET 32 ACRES

DRAWN: MML DATE: 10/26/20 CHECKED BY: CMA

REVISIONS

DATE	DESCRIPTION	DRAWN BY

See Sheet No. 1 For
Surveyor's Certification

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768


GeoPoint
Surveying, Inc.

Description Sketch

EXHIBIT "A-3"

PROPERTY DEPICTION AND DESCRIPTION

DESCRIPTION: A parcel of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 7, Township 28 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the South 1/4 corner of said Section 7, run thence along the West boundary of Government Lot 3 of said Section 7, N.00°06'27"E., a distance of 49.80 feet to the Westerly Extension of the North Right-of-Way Line of State Road 582, as recorded in the State of Florida Department of Transportation Map with a W.P. Segment 416858 1; thence along said Westerly Extension, N.89°59'02"E., a distance of 30.00 feet to the East Right-of-Way Line of Wren Street of MARTELLO HEIGHTS, according to the map or plat thereof, as recorded in Plat Book 27, Page 12 of the public records of Hillsborough County, Florida, said point also being the **POINT OF BEGINNING**; thence along said East Right-of-Way Line, N.00°06'27"E., a distance of 1247.79 feet to the South Right-of-Way Line of Sparrow Avenue of said MARTELLO HEIGHTS; thence along said South Right-of-Way Line, N.89°28'33"E., a distance of 1260.48 feet to the West Right-of-Way Line of Parrot Street of said MARTELLO HEIGHTS; thence along said West Right-of-Way Line, S.00°03'04"E., a distance of 1258.97 feet to said North Right-of-Way Line of State Road 582; thence along said North Right-of-Way Line, S.89°59'02"W., a distance of 375.00 feet to the East Right-of-Way Line of Oriole Street of said MARTELLO HEIGHTS; thence along said East Right-of-Way Line, N.00°03'04"W., a distance of 50.00 feet; thence S.89°59'02"W., a distance of 60.00 feet to the West Right-of-Way Line of said Oriole Street; thence along said West Right-of-Way Line, S.00°03'04"E., a distance of 50.00 feet to said North Right-of-Way Line of State Road 582; thence along said North Right-of-Way Line, S.89°59'02"W., a distance of 375.00 feet to the East Right-of-Way Line of Canary Street of said MARTELLO HEIGHTS; thence along said East Right-of-Way Line, N.00°03'04"W., a distance of 50.00 feet; thence S.89°59'02"W., a distance of 60.00 feet to the West Right-of-Way Line of said Canary Street; thence along said West Right-of-Way Line, S.00°03'04"E., a distance of 50.00 feet to said North Right-of-Way Line of State Road 582; thence along said North Right-of-Way Line, S.89°59'02"W., a distance of 393.89 feet to the **POINT OF BEGINNING**.

Containing 36.179 acres, more or less.

Surveyor's Notes:

Bearings shown hereon are based on the West boundary of Government Lot 3 of Section 7, Township 28 South, Range 20 East, Hillsborough County, Florida, having a Grid bearing of N.00°06'27"E.

PROJECT: EAST FOWLER AVENUE, TAMPA

Prepared For: LIV Development

PHASE: BIG TOP FLEA MARKET PARENT TRACT

DRAWN: MML DATE: 10/26/20 CHECKED BY: CMA

(Not A Survey)

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768



GeoPoint
Surveying, Inc.

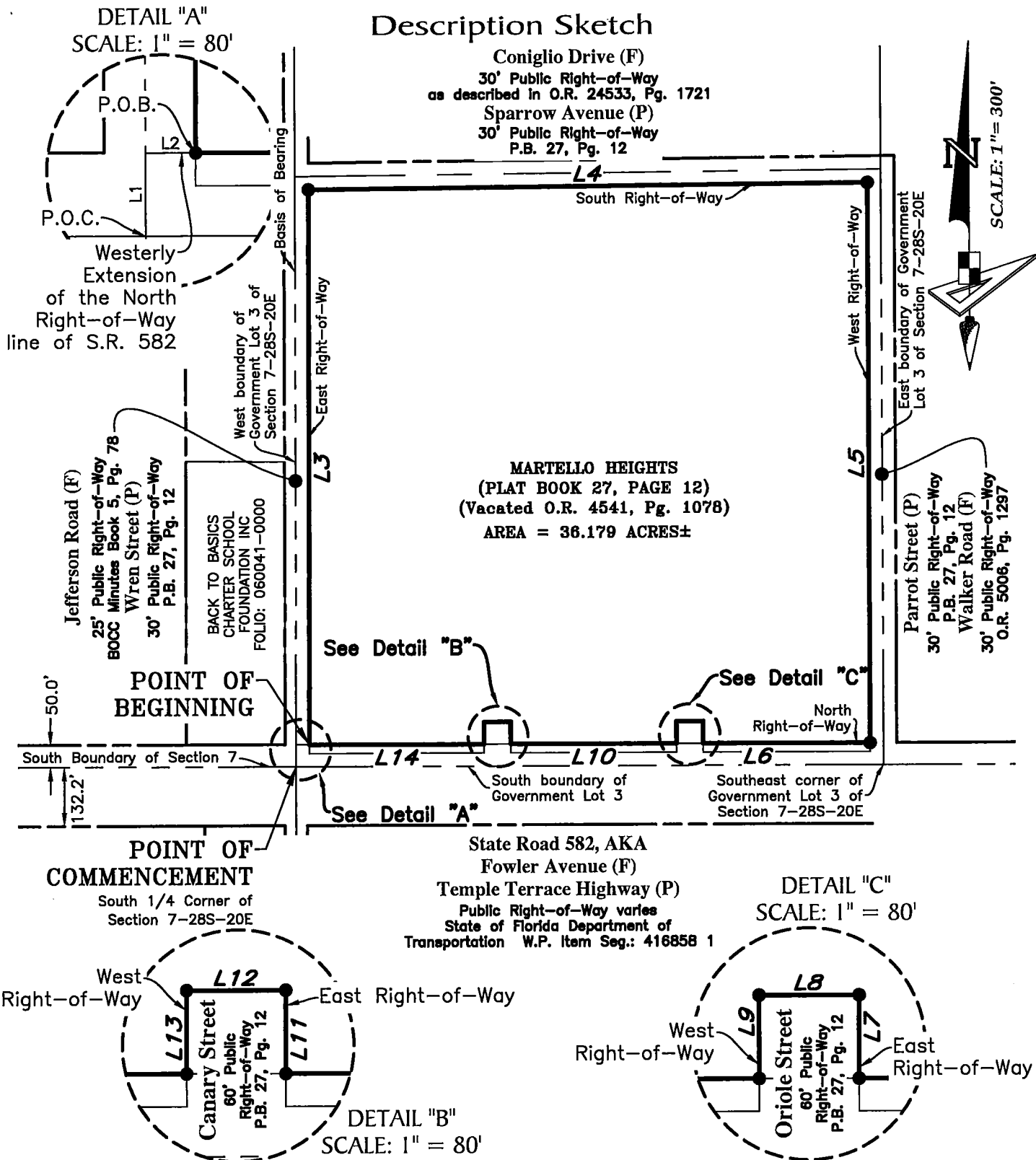
Charles M. Arnett

FLORIDA PROFESSIONAL
SURVEYOR & MAPPER NO.

LS6884

REVISIONS		
DATE	DESCRIPTION	DRAWN BY

Description Sketch



PROJECT: EAST FOWLER AVENUE, TAMPA
PHASE: BIG TOP FLEA MARKET PARENT TRACT
DRAWN: MML DATE: 10/26/20 CHECKED BY: CMA

Prepared For: LIV Development

REVISIONS		
DATE	DESCRIPTION	DRAWN BY

See Sheet No. 1 For
Surveyor's Certification

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 00°06'27" E	49.80'
L2	N 89°59'02" E	30.00'
L3	N 00°06'27" E	1247.79'
L4	N 89°28'33" E	1260.48'
L5	S 00°03'04" E	1258.97'
L6	S 89°59'02" W	375.00'
L7	N 00°03'04" W	50.00'
L8	S 89°59'02" W	60.00'
L9	S 00°03'04" E	50.00'
L10	S 89°59'02" W	375.00'
L11	N 00°03'04" W	50.00'
L12	S 89°59'02" W	60.00'
L13	S 00°03'04" E	50.00'
L14	S 89°59'02" W	393.89'

PROJECT: EAST FOWLER AVENUE, TAMPA

Prepared For: LIV Development

PHASE: BIG TOP FLEA MARKET PARENT TRACT

DRAWN: MML DATE: 10/26/20 CHECKED BY: CMA

REVISIONS

DATE	DESCRIPTION	DRAWN BY

See Sheet No. 1 For
Surveyor's Certification

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)

EXHIBIT "B"

JOINT ACCESS DRIVEWAY AND RESTRICTED ACCESS DRIVEWAY DEPICTION AND DESCRIPTION

JOINT ACCESS DRIVEWAY:

DESCRIPTION: A parcel of land lying in Section 7, Township 28 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the North 1/4 corner of Section 18, Township 28 South, Range 20 East, run thence along the West boundary of the Southeast 1/4 of said Section 7, said point also being the West boundary of Government Lot 3, N.00°06'27"E., a distance of 49.80 feet to the Westerly Extension of the North Right of Way Line of State Road 582, as recorded in the State of Florida Department of Transportation Map with a W.P. Segment 416858 1; thence along said Westerly Extension and Northerly right-of-way of FOWLER AVENUE as shown on aforesaid State of Florida Department of Transportation map with W.P. Segment 416858 1, N.89°59'02"E., a distance of 672.27 feet, to a point on the Northerly right-of-way of said FOWLER AVENUE, said point also being the **POINT OF BEGINNING**; thence N.00°06'27"E., a distance of 297.58 feet; thence S.90°00'00"E., a distance of 51.76 feet; thence Southerly, 31.42 feet along the arc of a non-tangent curve to the left having a radius of 60.00 feet and a central angle of 30°00'00" (chord bearing S.15°00'00"W., 31.06 feet); thence N.90°00'00"E., a distance of 14.67 feet; thence S.00°00'00"E., a distance of 267.57 feet to a point on said Northerly right-of-way of said STATE ROAD 582; thence westerly along said Northerly right-of-way, S.89°59'02"W., a distance of 58.95 feet to the **POINT OF BEGINNING**.

Containing 0.392 acres, more or less.

SURVEYOR'S NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST BOUNDARY OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, HAVING A GRID BEARING OF N.00°06'27"E. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA, AS ESTABLISHED FROM A RTK GPS NETWORK.

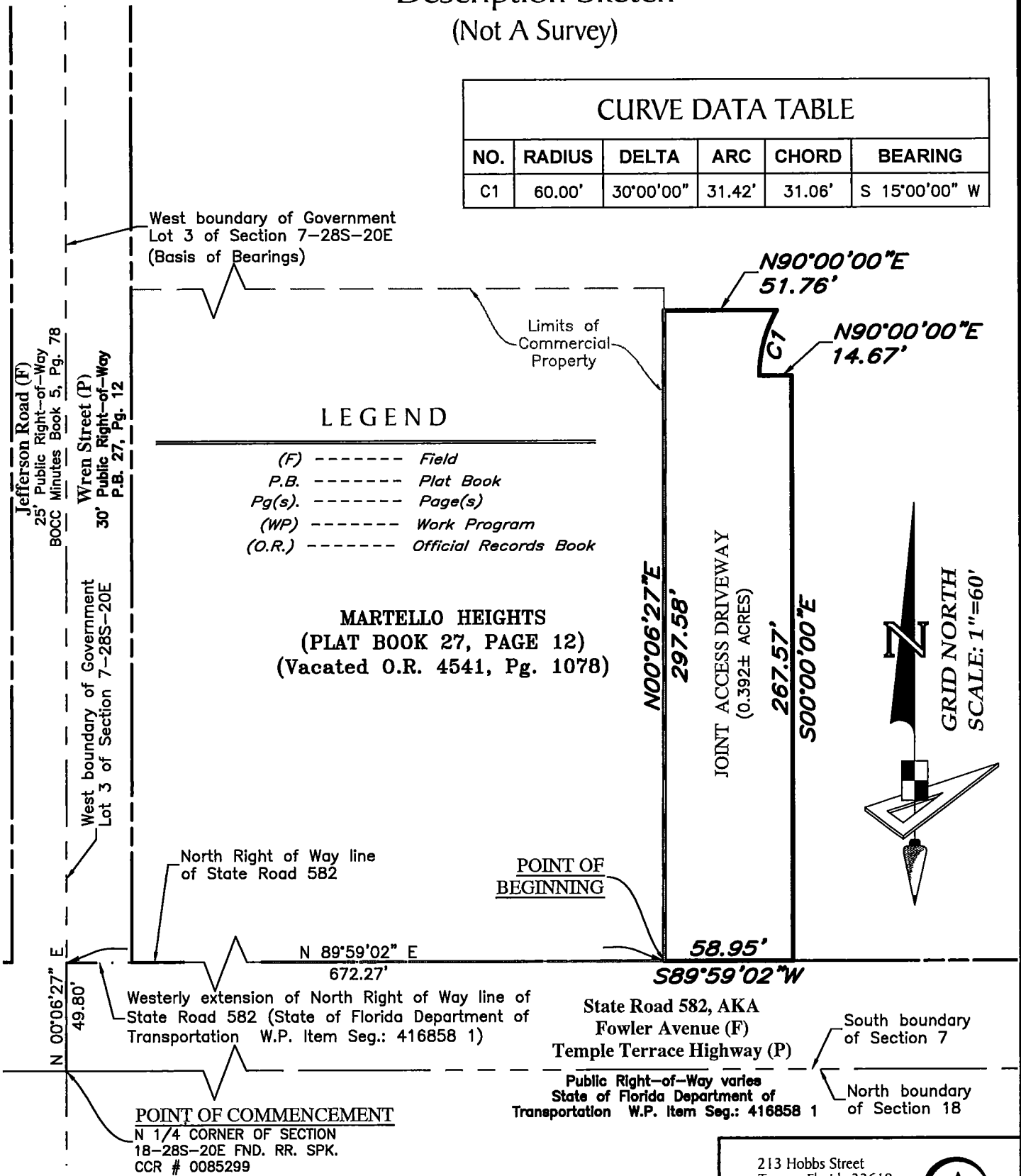
2) SEE SHEET 2 FOR SKETCH, SHEET 3 FOR LINE & CURVE TABLES

PROJECT: EAST FOWLER AVENUE			Prepared For: LIV Development		
PHASE: Joint Access Driveway			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768  GeoPoint Surveying, Inc.		
DRAWN: MAS DATE: 11/18/20 CHECKED BY: DAW					
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
			Charles M. Arnett FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6884		
FILE PATH: P:\EAST FOWLER AVENUE BIG TOP FLEA MARKET\DESCRIPTIONS\BIGTOP-JOINT ACCESS DRIVEWAY-DS.DWG LAST SAVED BY: CARNETT					
01 of 02					

Description Sketch (Not A Survey)

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	60.00'	30°00'00"	31.42'	31.06'	S 15°00'00" W



213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

RESTRICTED ACCESS DRIVEWAY

DESCRIPTION:

A parcel of land lying in Section 7, Township 28 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the North 1/4 corner of Section 18, Township 28 South, Range 20 East, run thence along the West boundary of the Southeast 1/4 of said Section 7, said point also being the West boundary of Government Lot 3, N.00°06'27"E., a distance of 49.80 feet to the Westerly Extension of the North Right of Way Line of State Road 582, as recorded in the State of Florida Department of Transportation Map with a W.P. Segment 416858 1; thence along said Westerly Extension, N.89°59'02"E., a distance of 30.00 feet to a point on the East right of way line of Wren Street of MARTELLO HEIGHTS, according to the plat or map thereof, as recorded in Plat Book 27, Page 12, of the public records of Hillsborough County, Florida; thence along said East right of way line, N.00°06'27"E., a distance of 503.41 feet to the **POINT OF BEGINNING**; continue along said East right of way line, N.00°06'27"E., a distance of 58.47 feet; thence Southeasterly, 9.81 feet along the arc of a non-tangent curve to the left having a radius of 43.00 feet and a central angle of 13°04'11" (chord bearing S.46°26'48"E., 9.79 feet); thence N.90°00'00"E., a distance of 55.09 feet; thence Easterly, 137.47 feet along the arc of a tangent curve to the right having a radius of 227.67 feet and a central angle of 34°35'47" (chord bearing S.72°42'07"E., 135.39 feet); thence S.34°35'47"W., a distance of 15.67 feet; thence Southeasterly, 86.39 feet along the arc of a non-tangent curve to the right having a radius of 212.00 feet and a central angle of 23°20'49" (chord bearing S.43°43'49"E., 85.79 feet); thence Southeasterly, 190.12 feet along the arc of a reverse curve to the left having a radius of 188.00 feet and a central angle of 57°56'36" (chord bearing S.61°01'42"E., 182.13 feet); thence N.90°00'00"E., a distance of 205.43 feet; thence Easterly, 12.93 feet along the arc of a non-tangent curve to the left having a radius of 15.20 feet and a central angle of 48°45'13" (chord bearing N.78°10'50"E., 12.55 feet); thence N.53°48'14"E., a distance of 36.84 feet; thence Northeasterly, 10.27 feet along the arc of a tangent curve to the left having a radius of 15.00 feet and a central angle of 39°14'51" (chord bearing N.34°10'48"E., 10.08 feet); thence S.88°06'24"E., a distance of 43.83 feet; thence Southeasterly, 25.71 feet along the arc of a non-tangent curve to the left having a radius of 60.00 feet and a central angle of 24°33'22" (chord bearing S.40°57'05"E., 25.52 feet); thence S.01°39'50"E., a distance of 43.66 feet; thence Southwesterly, 32.10 feet along the arc of a non-tangent curve to the left having a radius of 60.00 feet and a central angle of 30°38'55" (chord bearing S.45°19'27"W., 31.71 feet); thence N.90°00'00"W., a distance of 51.76 feet; thence S.00°06'27"W., a distance of 9.17 feet; thence Northwesterly, 49.56 feet along the arc of a non-tangent curve to the left having a radius of 45.33 feet and a central angle of 62°38'26" (chord bearing N.58°40'47"W., 47.13 feet); thence N.90°00'00"W., a distance of 200.31 feet; thence Northwesterly, 229.23 feet along the arc of a tangent curve to the right having a radius of 226.67 feet and a central angle of 57°56'36" (chord bearing N.61°01'42"W., 219.58 feet); thence Northwesterly, 75.17 feet along the arc of a reverse curve to the left having a radius of 173.33 feet and a central angle of 24°50'49" (chord bearing N.44°28'49"W., 74.58 feet); thence N.33°05'47"E., a distance of 14.67 feet; thence Westerly, 108.60 feet along the arc of a non-tangent curve to the left having a radius of 188.00 feet and a central angle of 33°05'47" (chord bearing N.73°27'07"W., 107.09 feet); thence S.90°00'00"W., a distance of 29.73 feet; thence Westerly, 35.46 feet along the arc of a tangent curve to the left having a radius of 50.00 feet and a central angle of 40°37'59" (chord bearing S.69°41'01"W., 34.72 feet) to the **POINT OF BEGINNING**.

Containing 0.789 acres, more or less.

SURVEYOR'S NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST BOUNDARY OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, HAVING A GRID BEARING OF N.00°06'27"E. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA, AS ESTABLISHED FROM A RTK GPS NETWORK.

2) SEE SHEET 2 FOR SKETCH, SHEET 3 FOR LINE & CURVE TABLES

PROJECT: Big Top Flea Market			Prepared For: LIV Development		
PHASE: Restricted Access Driveway					
DRAWN: JRG DATE: 11/18/20 CHECKED BY: CMA					
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
			Charles M. Arnett FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6884		
			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768  GeoPoint Surveying, Inc.		
FILE PATH: P:\EAST FOWLER AVENUE BIG TOP FLEA MARKET\DESCRIPTIONS\BIGTOP-RESTRICTED ACCESS DRIVEWAY-DS.DWG LAST SAVED BY: CARNETT					

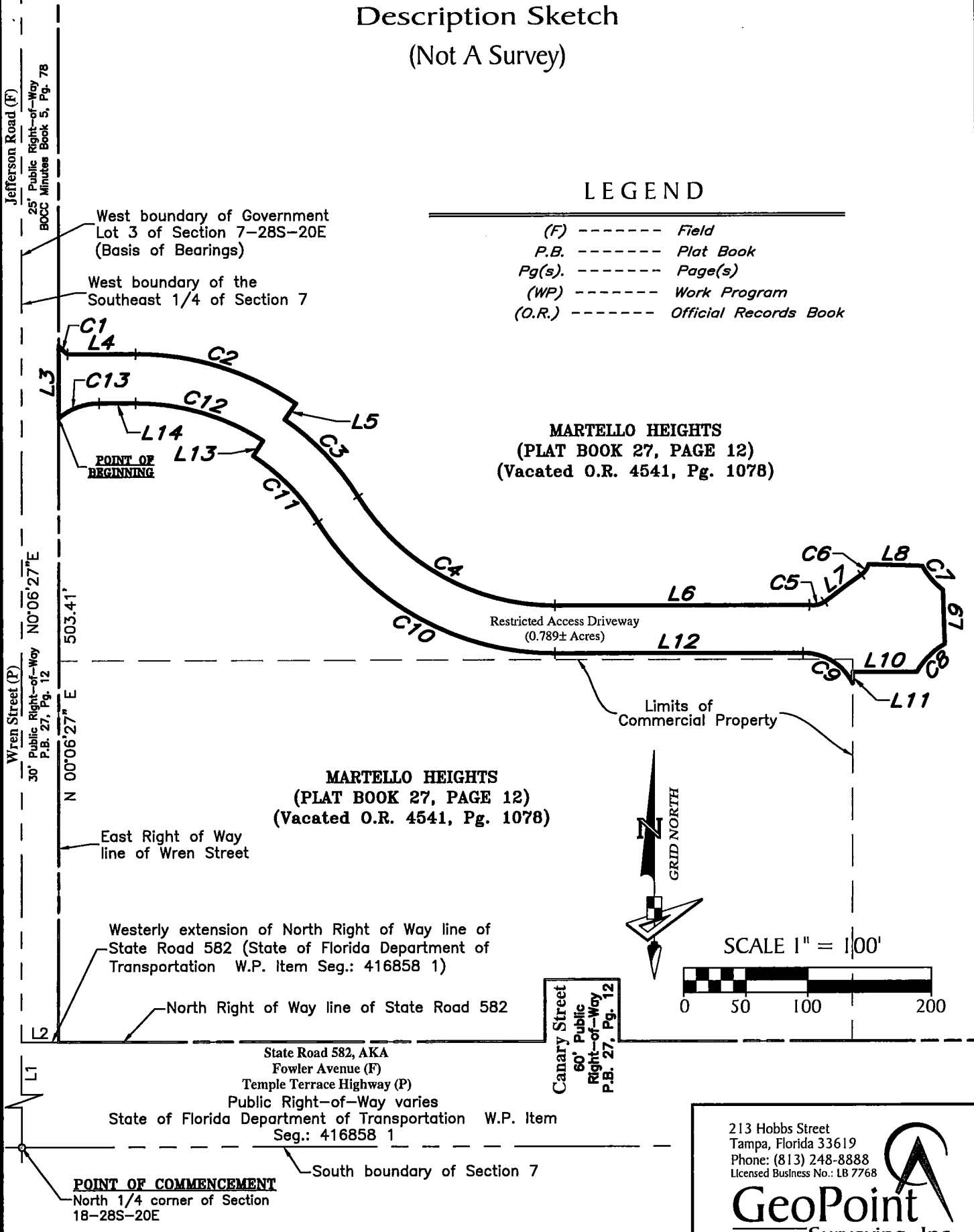
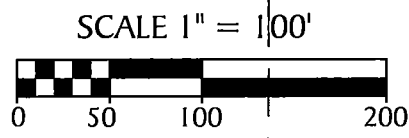
Description Sketch (Not A Survey)

LEGEND

(F)	-----	Field
P.B.	-----	Plat Book
Pg(s).	-----	Page(s)
(WP)	-----	Work Program
(O.R.)	-----	Official Records Book

MARTELLO HEIGHTS
(PLAT BOOK 27, PAGE 12)
(Vacated O.R. 4541, Pg. 1078)

MARTELLO HEIGHTS
(PLAT BOOK 27, PAGE 12)
(Vacated O.R. 4541, Pg. 1078)



213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	43.00'	13°04'11"	9.81'	9.79'	S 46°26'48" E
C2	227.67'	34°35'47"	137.47'	135.39'	S 72°42'07" E
C3	212.00'	23°20'49"	86.39'	85.79'	S 43°43'49" E
C4	188.00'	57°56'36"	190.12'	182.13'	S 61°01'42" E
C5	15.20'	48°45'13"	12.93'	12.55'	N 78°10'50" E
C6	15.00'	39°14'51"	10.27'	10.08'	N 34°10'48" E
C7	60.00'	24°33'22"	25.71'	25.52'	S 40°57'05" E
C8	60.00'	30°38'55"	32.10'	31.71'	S 45°19'27" W
C9	45.33'	62°38'26"	49.56'	47.13'	N 58°40'47" W
C10	226.67'	57°56'36"	229.23'	219.58'	N 61°01'42" W
C11	173.33'	24°50'49"	75.17'	74.58'	N 44°28'49" W
C12	188.00'	33°05'47"	108.60'	107.09'	N 73°27'07" W
C13	50.00'	40°37'59"	35.46'	34.72'	S 69°41'01" W

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 00°06'27" E	49.80'
L2	N 89°59'02" E	30.00'
L3	N 00°06'27" E	58.47'
L4	N 90°00'00" E	55.09'
L5	S 34°35'47" W	15.67'
L6	N 90°00'00" E	205.43'
L7	N 53°48'14" E	36.84'
L8	S 88°06'24" E	43.83'
L9	S 01°39'50" E	43.66'
L10	N 90°00'00" W	51.76'
L11	S 00°06'27" W	9.17'
L12	N 90°00'00" W	200.31'
L13	N 33°05'47" E	14.67'
L14	N 90°00'00" W	29.73'

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768


GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)

EXHIBIT "C" GRADING AREA

COMMERCIAL GRADING AREA:

DESCRIPTION: A parcel of land lying in Section 7, Township 28 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the North 1/4 corner of Section 18, Township 28 South, Range 20 East, run thence along the West boundary of the Southeast 1/4 of said Section 7, said point also being the West boundary of Government Lot 3, N.00°06'27"E., a distance of 49.80 feet to the Westerly Extension of the North Right of Way Line of State Road 582, as recorded in the State of Florida Department of Transportation Map with a W.P. Segment 416858 1; thence along said Westerly Extension, N.89°59'02"E., a distance of 30.00 feet to a point on the East right of way line of Wren Street of MARTELLO HEIGHTS, according to the plat or map thereof, as recorded in Plat Book 27, Page 12, of the public records of Hillsborough County, Florida; thence along said East right of way line, N.00°06'27"E., a distance of 307.82 feet; thence N.89°59'02"E., a distance of 148.28 feet to the **POINT OF BEGINNING**; thence N.89°59'02"E., a distance of 147.80 feet; thence S.07°24'17"W., a distance of 11.76 feet; thence S.05°47'48"E., a distance of 28.21 feet; thence S.13°17'36"E., a distance of 7.21 feet; thence N.90°00'00"E., a distance of 178.36 feet; thence S.00°00'00"E., a distance of 30.84 feet; thence N.90°00'00"W., a distance of 182.67 feet; thence S.07°44'29"W., a distance of 30.49 feet; thence N.90°00'00"E., a distance of 9.47 feet; thence S.31°37'16"W., a distance of 32.88 feet; thence N.82°55'11"W., a distance of 66.15 feet; thence N.36°16'34"W., a distance of 96.64 feet; thence N.17°51'13"W., a distance of 28.48 feet; thence N.09°30'40"W., a distance of 16.65 feet; thence N.02°42'27"W., a distance of 6.17 feet to the **POINT OF BEGINNING**.

Containing 0.487 acres, more or less.

SURVEYOR'S NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST BOUNDARY OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, HAVING A GRID BEARING OF N.00°06'27"E. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA, AS ESTABLISHED FROM A RTK GPS NETWORK.

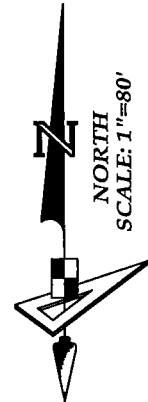
2) SEE SHEET 2 FOR SKETCH, LINE TABLES.

PROJECT: Big Top Flea Market			Prepared For: LIV Development		
PHASE: Commercial Grading Area			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768  GeoPoint Surveying, Inc.		
DRAWN: JRG DATE: 11/18/20 CHECKED BY: CMA					
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
			Charles M. Arnett FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6884		
FILE PATH: P:\EAST FOWLER AVENUE BIG TOP FLEA MARKET\DESCRIPTIONS\BIGTOPFLEAMARKET-COMMERCIAL-GRADING-AREA.DWG LAST SAVED BY: CARNETT					

Description Sketch (Not A Survey)

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N 00°06'27" E	49.80'
L2	N 89°59'02" E	30.00'
L3	S 00°00'00" E	30.84'
L4	S 07°44'29" W	30.49'
L5	N 90°00'00" E	9.47'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L6	S 31°37'16" W	32.88'
L7	N 17°51'13" W	28.48'
L8	N 09°30'40" W	16.65'
L9	N 02°42'27" W	6.17'



Jefferson Road (F)
25' Public Right-of-Way
BOCC Minutes Book 5, Pg. 78

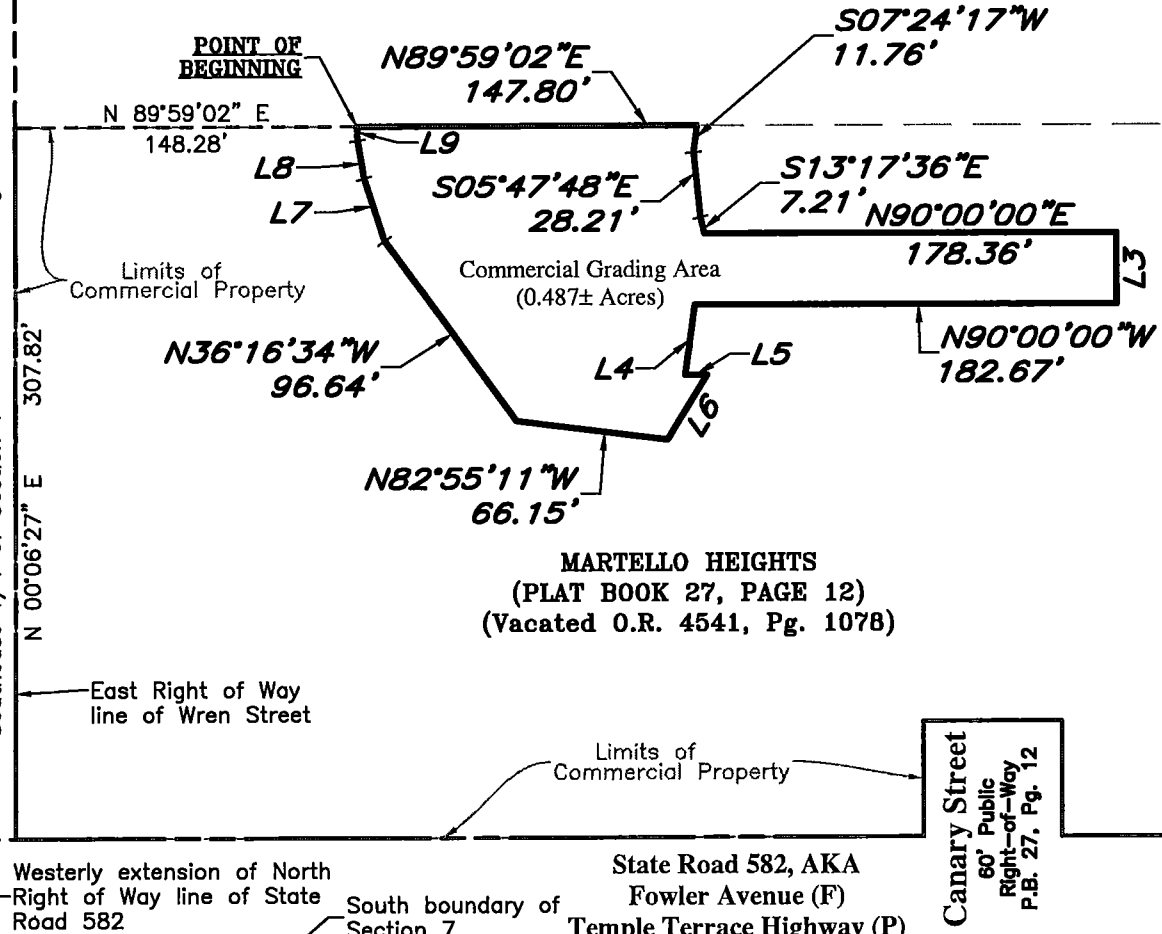
West boundary of Government
Lot 3 of Section 7-28S-20E
(Basis of Bearings)

Wren Street (P)

30' Public Right-of-Way
P.B. 27, Pg. 12

West boundary of the
Southeast 1/4 of Section 7

Westerly extension of North
Right of Way line of State
Road 582



POINT OF COMMENCEMENT
North 1/4 corner of Section
18-28S-20E

MARTELLO HEIGHTS
(PLAT BOOK 27, PAGE 12)
(Vacated O.R. 4541, Pg. 1078)

Public Right-of-Way varies
State of Florida Department of
Transportation W.P. Item Seg.: 416858 1

North boundary of
Section 18

LEGEND

(F) ----- Field
P.B. ----- Plat Book
Pg(s). ----- Page(s)
(WP) ----- Work Program
(O.R.) ----- Official Records Book

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

SCHEDULE V.1

1. Any multifamily use, including condominium (for sale units) and townhomes;
2. Any massage parlor (provided that a first-class massage parlor offering therapeutic massages, such as Massage Envy or the like, shall be permitted, and therapeutic massages offered by a licensed massage therapist or by a physical therapist in a permitted health club or exercise studio or a day spa or hair salon shall be permitted);
3. Any casino, gambling hall, off track betting facility or gambling operation (provided this restriction shall not prohibit incidental sales of lottery tickets);
4. Any unusual firing, explosive or other damaging or dangerous hazard;
5. Any warehouse operation, or any assembling, manufacturing, distilling, refining, smelting, industrial, agriculture, drilling or mining operation, provided a nationally recognized self-storage operation shall be permitted;
6. Any central laundry, dry cleaning plant, or laundromat; provided, however, this provision shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts in the metropolitan area where the development is located;
7. Any adult bookstore, theatre, pornography shop or other facility specializing in or exhibiting pornographic materials or conducting any activity which would be defined as obscene according to the applicable federal, state, and local ordinances, laws and regulations (unless such materials are sold incidentally to the operations of a first-class national or regional chain bookstores, such as Barnes & Noble or the like);
8. Any "second hand" store, surplus or unclaimed merchandise store, pawn shop, flea market, thrift shop or other store specializing in the sale of deeply discounted items but an off-price retailer such as a TJ Maxx, Marshalls or Ross Dress for Less or the like shall be permissible;
9. Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or volume and violates any local noise ordinance;
10. Any use creating an obnoxious odor; provided, however, ordinary cooking odors shall be permitted;
11. Any use creating or involving a noxious, toxic, caustic or corrosive fuel or gas, provided a gas station or convenience store shall be permitted;
12. Any use creating or involving fly ash, or unlawful creation of dust or dirt;
13. Any welfare center, food depository, food pantry, half-way house, homeless shelter or other similar use;
14. Any use illegal under any governmental rule or regulation, or anything that may constitute a public or private nuisance;
15. Any gun shop or shooting range; however, the foregoing is not intended to prohibit national sporting goods stores selling a wide range of sporting goods that include the foregoing as part of their standard retail format (such as Bass Pro Shops, Cabela's and Gander Mountain and the like);

16. Any drug rehabilitation facility or any so called "head shop" or similar facility selling or otherwise providing drug-related paraphernalia, including medical or otherwise legal marijuana dispensaries;
17. Any dumping, incineration or disposing of trash (the foregoing is not intended to prohibit the placement of trash in dumpsters from which such trash is regularly removed);
18. Any mortuary or funeral home;
19. Any church, temple, chapel or other place of religious worship;
20. Any auditorium, meeting hall, bingo hall or other place of assembly of more than fifty (50) persons at any one time, but subject to the then-current applicable law including relevant state and local health orders;
21. Any psychic, fortune teller, card reader or similar establishment; or any so-called "strip-club" or "gentlemen's club" or other similar operation;
22. Any bail bond or similar operation;
23. Any auction house, liquidation or fire sale business;
24. Any jail, penal, detention or correctional institution;
25. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);
26. Any night club, ballroom, dance hall or discotheque;
27. Any place whose primary use is where tattoos and/or body piercings are performed or displayed;
28. Any facility whose primary business is check cashing and/or providing so called "pay day" loans;
29. Any facility whose primary business is the sale of tobacco and/or tobacco-related products other than cigars, including electronic cigarettes or other vapor-producing devices;
30. Any operation of any amusement park or center, entertainment facility, circus, carnival, video game arcade, game parlor, billiards parlor, bowling alley, skating rink or similar establishment, carnival, amusement rides; and
31. Any automobile dealership or showroom or facility for the sale, display, rental, leasing, repair or storage of or parts facility for, motor vehicles, boats, trucks, trailers, recreational vehicles, mobile homes or other vehicles.