

Property Description

PROPERTY DESCRIPTION

The opportunity is to develop a 13.45± acre parcel zoned for general commercial with permitted uses of retail, as well as medical and professional offices and services. Residential is not permitted. Seller is willing to subdivide. It has frontage on Cypress Village Blvd, a 4-lane entrance with a landscaped median. The site has high visibility from 19th Ave and a new signalized intersection at 19th Ave and Cypress Village Blvd.

LOCATION DESCRIPTION

The Villages of Cypress Creek is a planned community located in Ruskin, FL in southeast Hillsborough County just east of Interstate 75 and north of State Road 674, (also known as Sun City Center Boulevard) and 19th Avenue Northeast. It includes Ventana North, La Paloma and Villa D'Este developed by Miller Florida Homes. Immediately adjacent to the retail site is the entrance to a new Lennar Community "Cypress Mill", featuring over 850 new homes. On the south side of 19th, a new 260 unit apartment community named "Shadetree Apartments" opened early 2019. With close proximity to the Amazon Fulfillment Center on the west side of I-75, the site has significant traffic. 19th Ave. NE connects with US 301 on the east and US Hwy. 41 on the west. Seller received notice in Sept 2023 that FDOT may widen 19th ave to 4 lanes from US 41 to US 301 but no timeline is known.

PROPERTY SIZE

13.45± Acres (willing to subdivide)

ZONING

Mixed Use General Commercial, as part of the overall Cypress Creek entitlements (See Attached Land Use Code & Zoning). Also see restricted uses as filed and attached.

UTILITIES

In regards to water, waste management, and reclaimed water, please see the attached Outparcel Exhibit.

PARCEL ID

0542450500 & 0542450501

OWNERSHIP

Cypress Creek Land Corp.

PRICE

Contact Broker For Pricing.

BROKER CONTACT INFO

Bill Eshenbaugh, ALC,CCIM

Senior Advisor/President

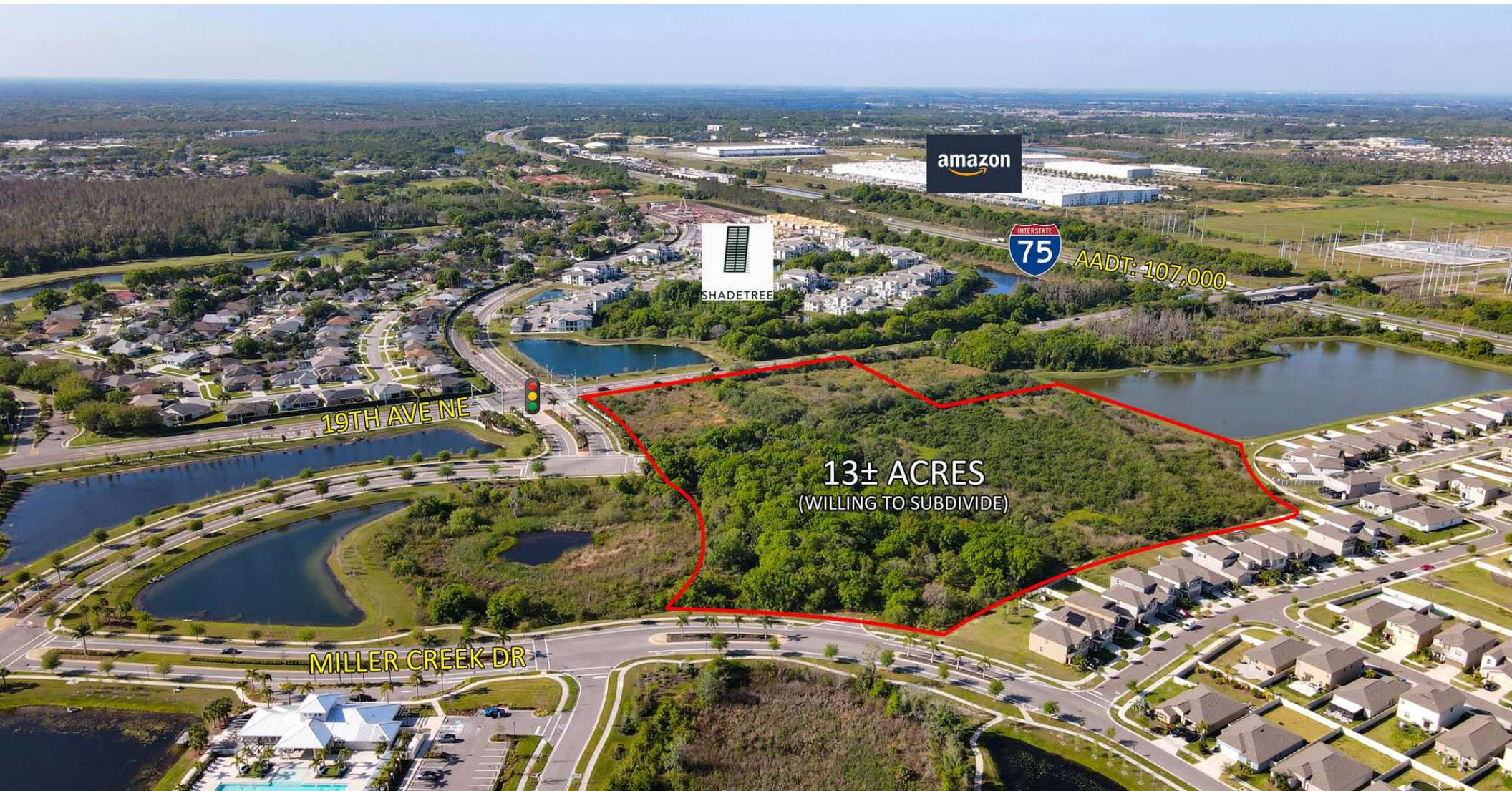
813.287.8787 x1

Bill@TheDirtDog.com

Aerial



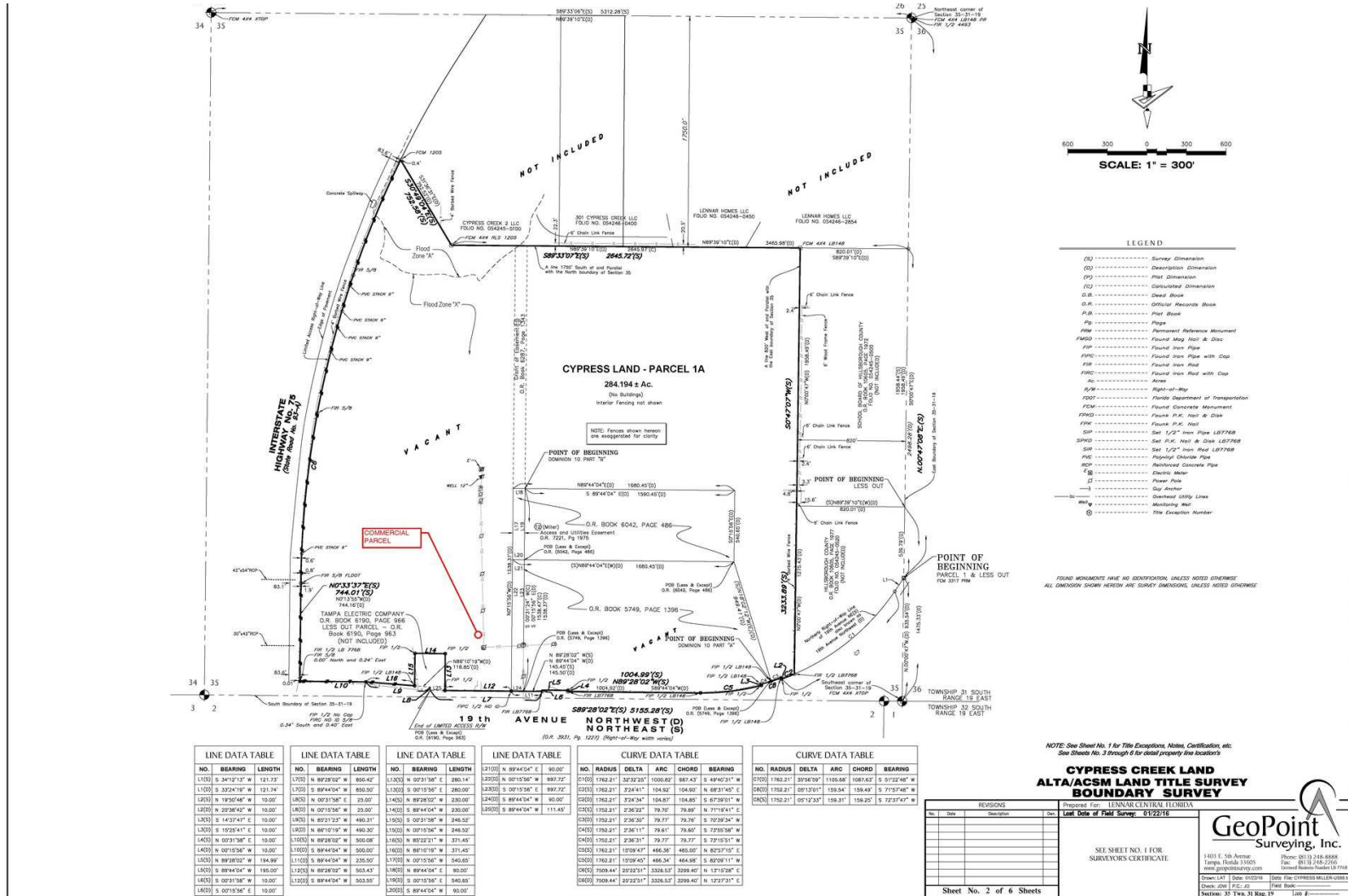
Additional Photos



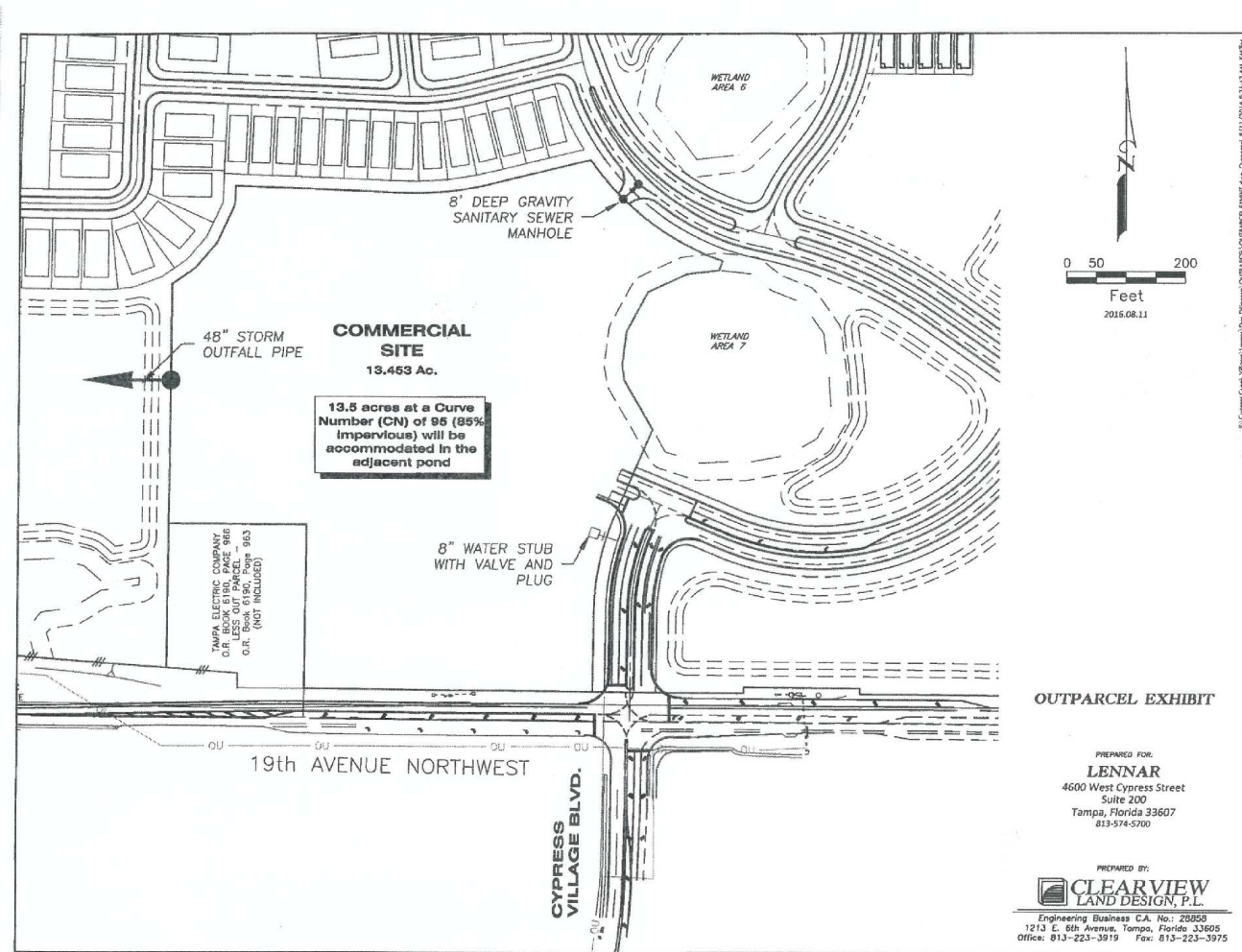
Additional Photos



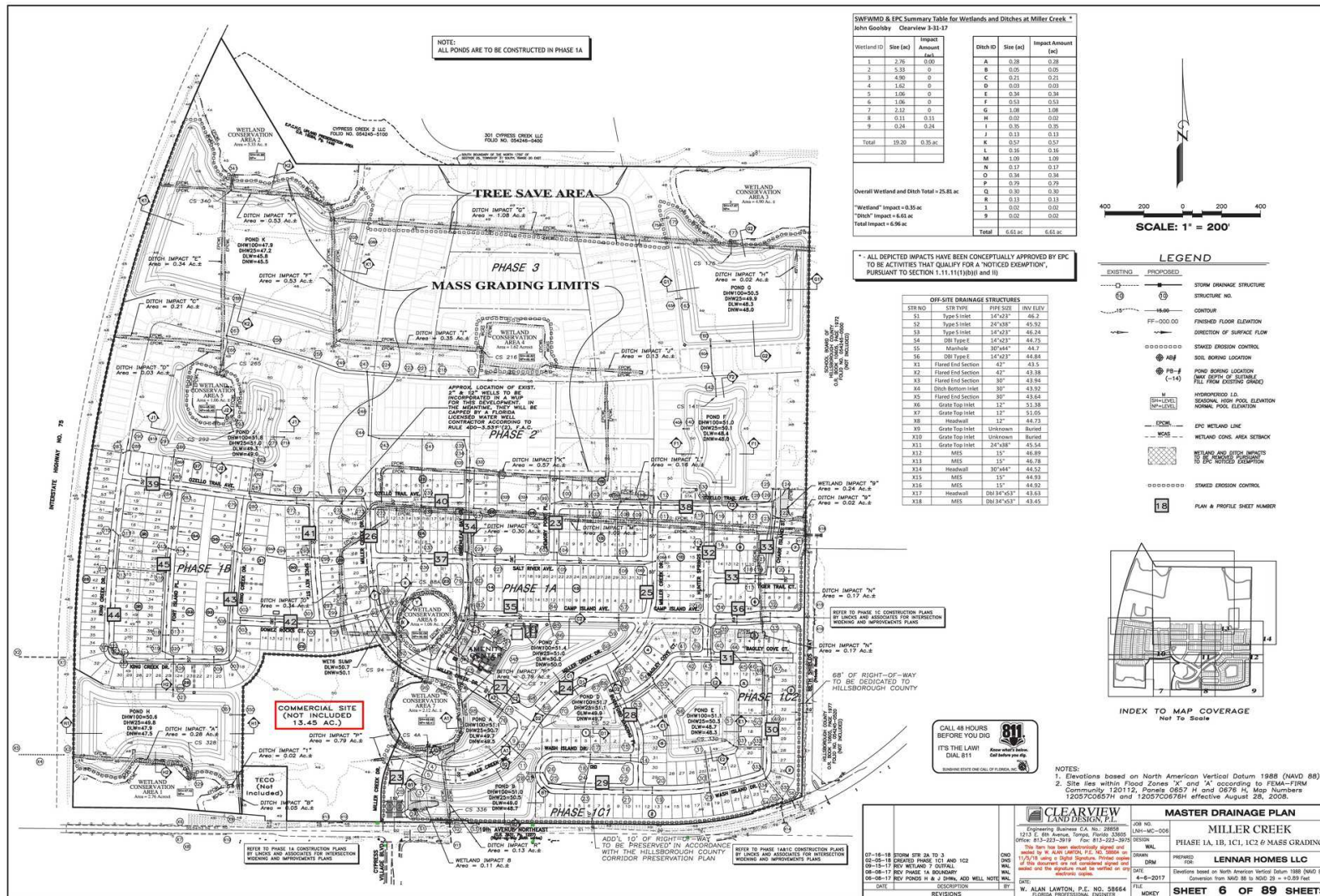
Cypress Creek Boundary Survey



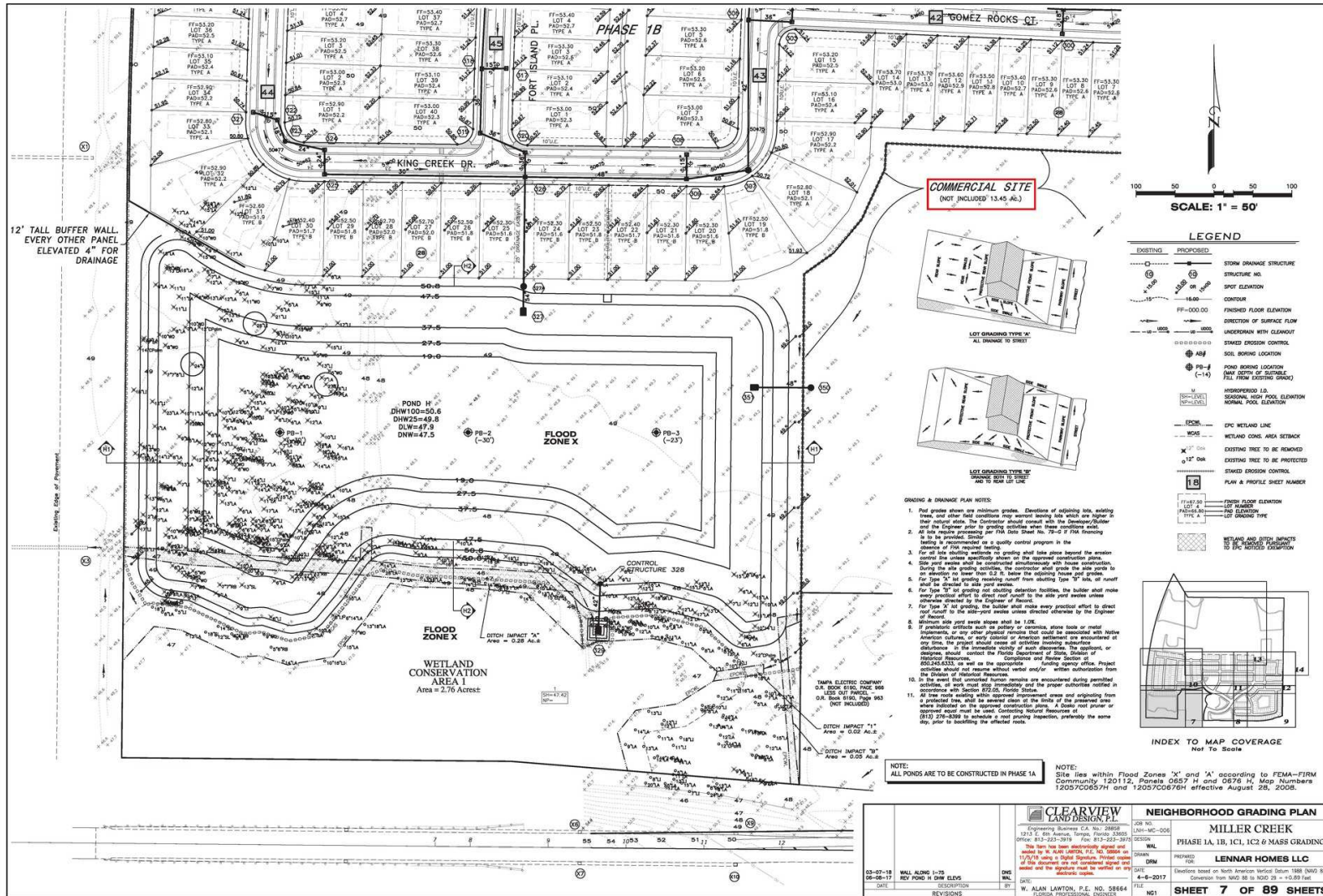
Outparcel Exhibit



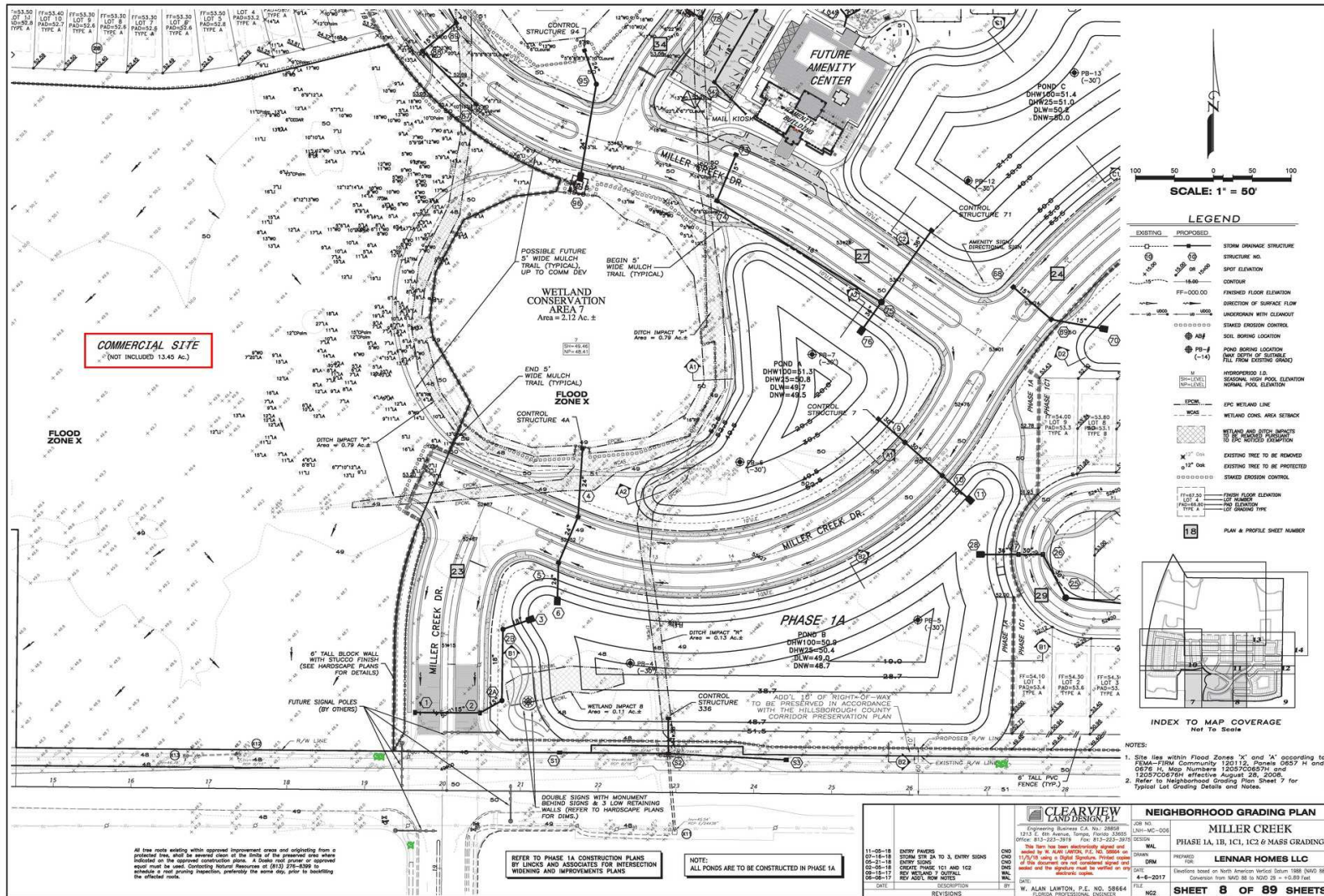
Miller Creek Master Drainage Plan



Miller Creek Neighborhood Grading Plan



Neighborhood Grading Plan

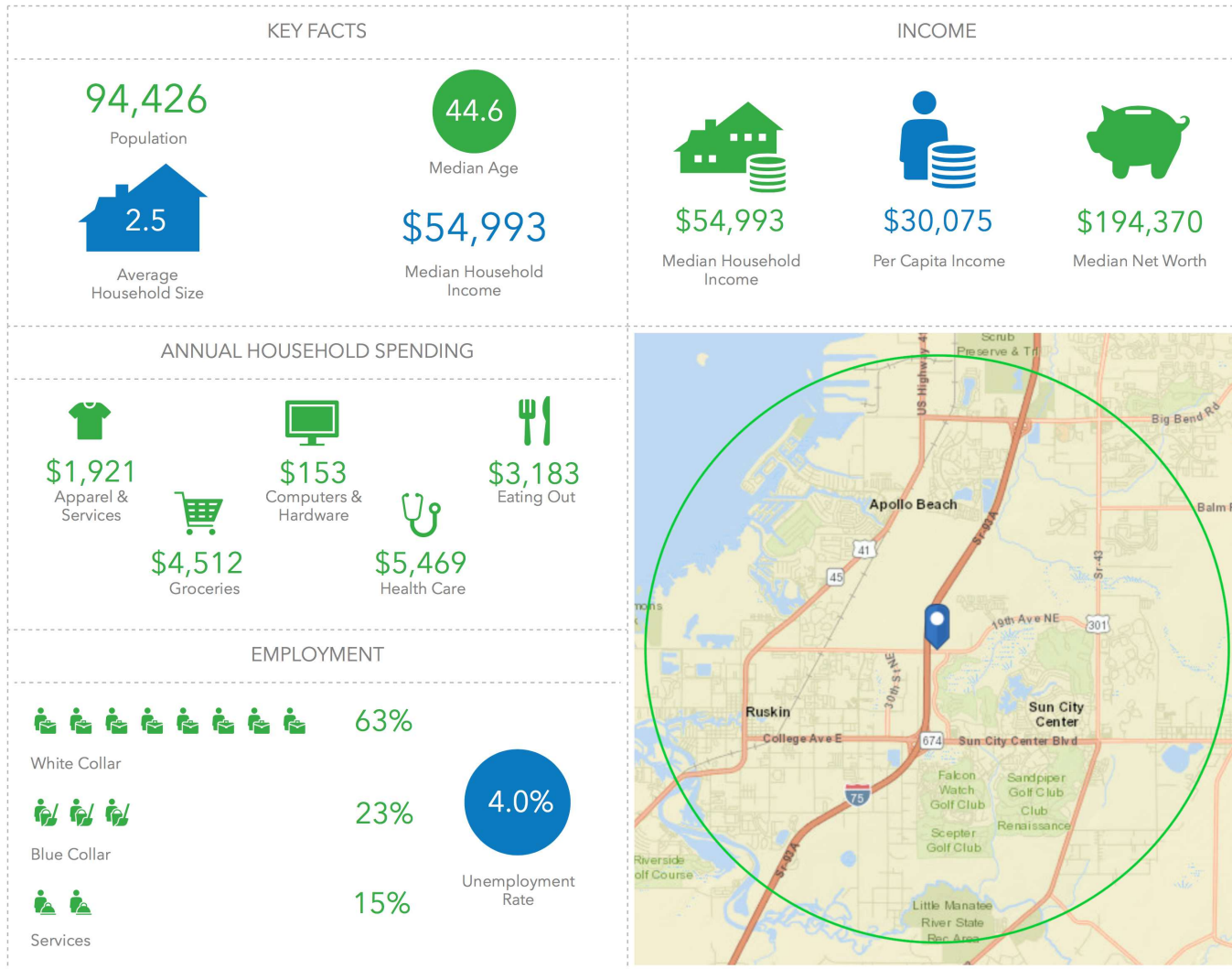


Area Employment



Company Name	Address	City	ST	ZIP Code	Total Employees
Progressive Insurance	4030 Crescent Park Dr.	Riverview	FL	33578	3,000
USAA	9527 Delaney Creek Blvd.	Tampa	FL	33619	3,000
Grow Financial	9927 Delaney Lake Drive	Tampa	FL	33619	N/A
South Bay Hospital	4016 Sun City Center Blvd.	Sun City	FL	33573	667
Amazon Fulfilment Center	3350 Laurel Ridge Avenue	Ruskin	FL	33570	2,000
St. Joseph's Hospital - South	6901 Simmons Loop	Riverview	FL	33578	500

5 Mile Demographics

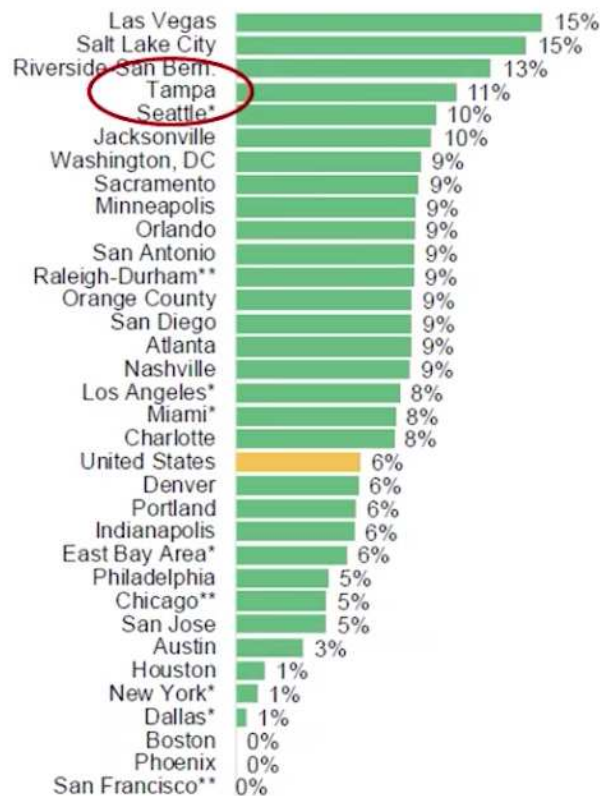


Tampa Construction Markets

We Project Tampa to be One of the Top Construction Markets in 2022.

Single-Family Permit Forecasts

YOY % change 2022P



JOHN BURNS
REAL ESTATE CONSULTING

In Migration Quotes

In-Migration Will Continue



“ *Top-five emerging real estate markets in the country for 2022*

- Urban Land Institute



“ *For every one person that moved out of Tampa, 1.47 people moved in.*

- LinkedIn



“ *Most people browsing for homes in the Tampa Bay region were from Orlando, New York, Washington DC, Chicago, Boston, Los Angeles and Miami*

- Redfin



“ *Top-25 fastest-growing places in the US*

- US News and World Report



“ *Top emerging technology city in the country 2021*

- Forbes



Location Maps

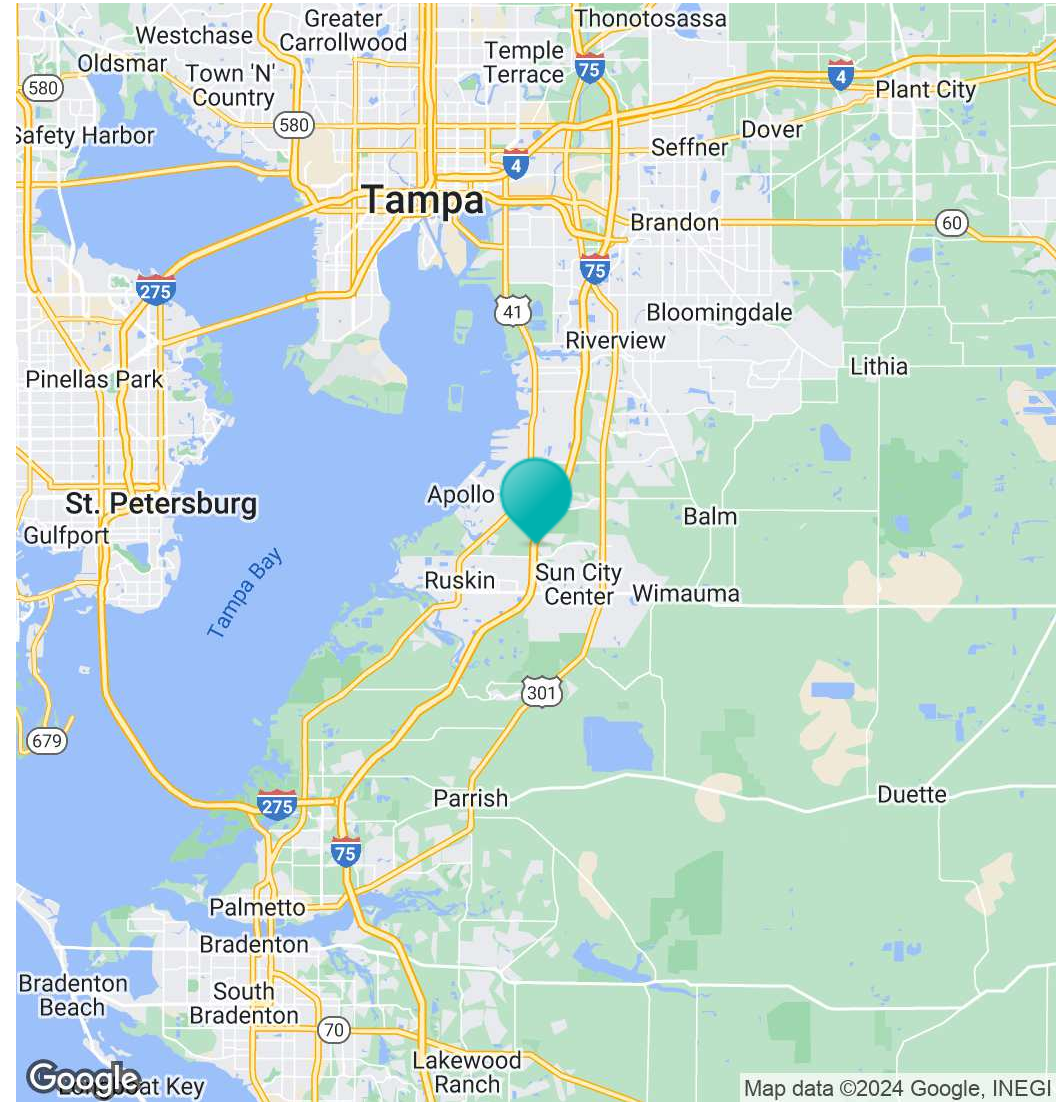
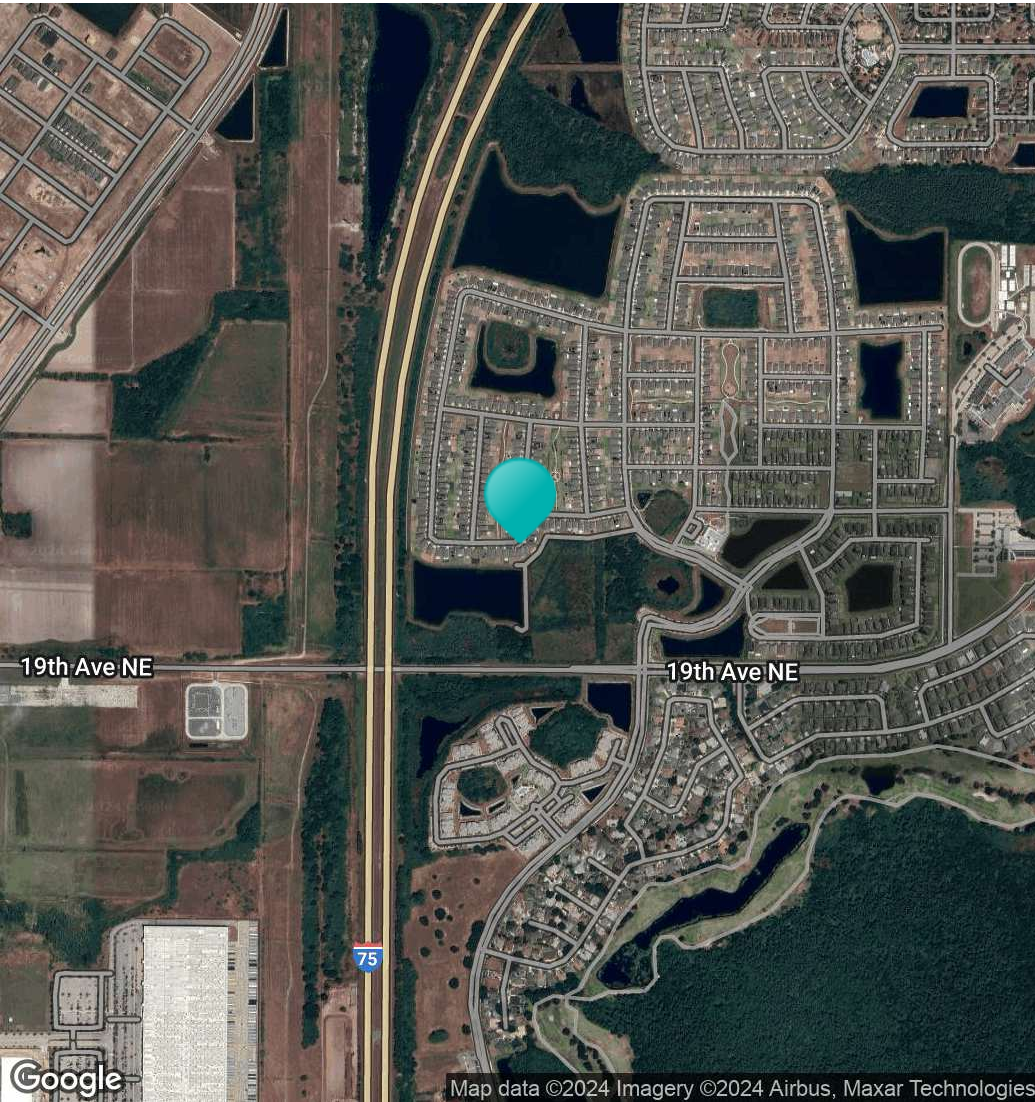


Table of Allowable Uses in Zoning Districts																																						
Key: P = Permitted, C = Conditional Use, permitted pursuant to standards of Article VI (no public hearing required unless specified in applicable section) and the procedures of Section 10.01.00. s = Special Use, noticed public hearing required and subject to standards of Article VI. Reviewed pursuant to Section 10.02.00. A = Accessory use, permitted pursuant to Article VI. N = Potentially permitted pursuant to Section 6.11.65. CNR = Conditional Use/No Review, permitted without prior zoning review subject to requirements of Part 6.11.00. Blank = Prohibited.																																						
		AS					RSC					RDC		RMC											SPI													
																									UC			AP										
		AM	A	AR	0.4	-1	C-1	AI	2	3	4	6	9	10	6	12	6	9	12	16	20	BPO	OR	CN	CG	CI	M	1	2	3	1	2	3	4	5	V		
Restaurants with Drive-Up Facilities																							C	C	C	C												
Road Services																											P	P										

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	AS																				RSC					RDC		RMC					UC					SFI				
	AM	A	AR	0.4	-1	C-1	AI	2	3	4	6	9	10	6	12	6	9	12	16	20	BPO	OR	CN	CG	CI	M	1	2	3	1	2	3	4	5	V							
Sales, Rental and Service of New or Used Commercial Vehicles, Buses and Trucks																								P	P									P	P	P						
Sales, Rental and Service of New or Used Domestic Vehicles, Farm and Garden Equipment, Private Pleasure Crafts and Hobby Vehicles																								P	P	N																
Sales, Rental and Service of Recreational Vehicles																								P	P	N																
Service Station																							C	C	C	C								C	C	C						
Sexually Oriented Businesses																							p ⁹	p ⁹	p ⁹	p ⁹								p ⁹	p ⁹							
Shopping Centers																							P	P	P																	
Sign Painting																								P	P	P								P	P	P						
Small Motor Repair																								P	P	P							C	C	C	000						
Specialty Food Store																							P	P	P	A																
Sporting Goods Store																							P	P	P	A																
Storage Yards for Equipment, Machinery and Supplies for Building and Trades Contractors																								P	P								P	P	P	P						
Supermarket																							P	P	P																	
Tobacco Shop																							C	P	P	P	A	A														
Train Terminal																									P	P								P	P	P						
Travel Agencies																							P	P	P		A	A						P	P	P						
Truck Stops																									P	P								P	P	P						
Used Merchandise																								P	P	N																
Utility Buildings and Gazebos																									P	P									P	P	P					
Vehicle Auction-Retail																								P	P	P																
Vehicle Parts Sales																							C	C	C	A																
Vehicle Parts Sales—Used																									C	C																
Vehicle Recycling																									C	C																
Vendors, Temporary	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR	CNR							
Watch, Clock, Jewelry Repair																							P	P	P	P								P	P	P						
Wedding Chapel																							A	A	P	P	P		A	A												
Industrial, Manufacturing and Distribution Uses																																										

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																									UC			AP											
	AM	A	AR	04	-I	C-1	AI	2	3	4	6	9	10	6	12	6	9	12	16	20	BPO	OR	CN	CG	CI	M	1	2	3	1	2	3	4	5	V				
Assembly Plants																										C											C	C	C
Industrial Dry Cleaning Plants and Laundries																										P	P												
Heavy Manufacturing																											P ²												
Land Excavation (Dry)	S	S	S				S														S		S	S	S	S		S		S	S	S	S	S	S	S	S		
Land Excavation (Lake Creation, Lake Clearing and Stockpile Removal)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
Land Excavation, Agricultural Reservoir	C	C	C	C	C	C	C																																
Large-Scale Printing Plants																										P	P										P	P	P
Lumberyards																											P												
Manufacturing																										P											P	P	P
Minor Industry																										C	C										C	C	C
Open Storage	C	C	C	C	C	C	C																			P	P									P	P	P	
Phosphate Mining	P																																						
Power Plants																											P												
Processing																											P												
Production																											P												
Railroad Switching and Classification Yard																											P												
Slaughterhouse and Animal Processing Plant																											C												
Trucking and Truck Terminal																										P	P									P	P	P	
Warehousing, With or Without Distribution Center																										P	P									P	P	P	
Wholesale Distribution (Trade)																										P	P	P								P	P	P	
Vehicle Auction--Wholesale																										C	C												
Office and Professional Services																																							
Animal Hospital/Veterinary Clinic, General and Small, With or Without Accessory Crematoriums	C	C	C	C	C	C															C		C	C												C	C		
Barber, Beauty Shop																					A	A	P	P	P			A	A										
Business Services																					P	P	P	P	P	P	P	P	P							P	P	P	

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Yard Waste Air Curtain Incinerator	C	C	C	C	C	C	C																	C	C							C	C	C	C							
Yard Waste Composting Facility	C	C	C	C	C	C	C																	C	C							C	C	C	C							
Yard Waste Transfer Facility	C	C	C	C	C	C	C																	C	C							C	C	C	C							

Endnotes:

¹Separate Alcohol Beverage Special Use Permit required.

²Permitted only in HI (Heavy Industrial) Comprehensive Plan Category.

³Reviewed and permitted in accordance with the design standards of Article VI at site development/building permit review, unless separation requirement is not met. In such cases, a noticed public hearing is required.

⁴Permitted subject to review according to Public Facility Siting Policy.

⁵Permitted subject to review procedures of Interlocal Agreement with School Board.

⁶In Planned Development (PD) districts approved after October 1, 2005, wireless communication facilities are permitted only if expressly allowed by the conditions of approval, except as otherwise permitted by Sections 6.11.29.A., B.

⁷A special use permit is required if the project does not conform to the requirements of Section 6.11.39 or if the project is located in the suburban or urban land use categories.

⁸Special Use permit reviewed in accordance with the procedures of Section 10.02.00 may be required under certain circumstances as described in Section 6.11.11.

⁹Permitted subject to Section 2.02.06 (Additional Location Restrictions for Sexually Oriented Businesses) and Ordinance 06-25.

¹⁰Permitted without Special Use review subject to the requirements of Section 6.11.117 provided the support tower for the WECS does not exceed 10 feet in height as measured from point of installation at grade or, when applicable, point of installation on rooftop.

¹¹Subject to the residence determined legally nonconforming.

¹²Restricted to entertainment/sporting facilities as defined by this Code. All other regional recreational uses prohibited.

¹³Permitted subject to compliance with Section 6.11.03. and Section 6.11.127. (Ord. No. 97-18, § 2, 12-18-97; Ord. No. 02-13, § 2, 8-1-02; Ord. No. 02-22, § 2, 11-13-02; Ord. No. 03-9, § 2, 6-5-03; Ord. No. 03-36, § 2, 11-12-03; Ord. No. 04-27, § 2, 6-10-04; Ord. No. 04-30, § 2, 6-10-04; Ord. No. 04-46, § 2, 11-4-04; Ord. No. 05-10, § 2, 6-16-05, eff. 10-1-05; Ord. No. 05-22, § 2, 11-17-05; Ord. No. 06-24, § 2, 6-24-06; Ord. No. 06-34, § 2(Exh. A), 11-2-06; Ord. No. 07-18, § 2, 7-19-07, eff. 10-1-07; Ord. No. 07-20, § 2, 8-7-07, eff. 10-1-07; Ord. No. 07-25, § 2, 11-1-07, eff. 2-1-08; Ord. No. 08-15, § 2, 6-12-08, eff. 10-1-08; Ord. No. 08-29, § 2, eff. 2-1-09; Ord. No. 09-52, 6-11-09, eff. 6-18-09; Ord. No. 09-53, Items C, K, L, M, N, 6-11-09, eff. 10-1-09; Ord. No. 09-62, Items E, L—N, Q, 10-26-09, eff. 2-1-2010; Ord. No. 10-9, § 2, Item C(10-0172), Item F(10-0175), Item J(10-0177), 5-27-10, eff. 10-1-10; Ord. No. 10-26, § 2, Exh. A(10-0754), (10-0755), eff. 2-11-11; Ord. No. 11-19, § 2(Item V-A)(11-0236), 11-3-11, eff. 2-1-12; Ord. No. 12-9, § 2(Exh. A), 5-24-12, eff. 10-1-12; Ord. No. 12-25, § 2(Exh. A)(Item IV.D)(12-0682), (Item IV.E)(12-0683), 10-25-12, eff. 2-1-13; Ord. No. 14-7, § 2(Exh. A), (14-0062), 2-27-14; Ord. No. 17-7, § 2(Exh. A), 3-7-17, eff. 3-13-17; Ord. No. 17-28, § 2(Exh. A), 10-19-17, eff. 10-26-17)

This instrument prepared by and after recording return to:

Charles J. Abrams, Esq.
Greenberg Traurig, P.A.
777 South Flagler Drive, Suite 300E
West Palm Beach, Florida 33401

DECLARATION OF USE RESTRICTIONS

THIS DECLARATION OF USE RESTRICTIONS (“Declaration”) is made on January 9, 2018 (the “Effective Date”), by **CYPRESS CREEK LAND CORP.**, a Florida corporation, whose address is 3633 Gaviota Drive, Ruskin, Florida 33573 (“CCLC”), and **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 4600 West Cypress Street, Suite 200, Tampa, Florida 33607 (“Lennar”).

RECITALS

A. CCLC is the owner of the real property in Hillsborough County, Florida, legally described on Exhibit “A” attached (the “CCLC Property”).

B. Lennar is the owner of the real property in Hillsborough County, Florida, legally described on Exhibit “B” attached and adjacent to the CCLC Property (the “Lennar Property”), which Lennar purchased from CCLC pursuant to an Agreement for the Purchase and Sale of Real Property dated January 12, 2016, as amended (the “Agreement”).

C. The Agreement provides that CCLC shall subject the CCLC Property to the use restrictions set forth in this Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCLC, as fee simple owner of the CCLC Property, declares that the CCLC Property shall be developed, held, sold, used and conveyed subject to the restrictions set forth in this Declaration and same shall run with title to the CCLC Property and be binding upon, and inure to the benefit of CCLC, Lennar and any of their successors and assigns.

1. Recitals. The foregoing recitals are correct and incorporated into this Declaration.
2. Use Restrictions as to the CCLC Property. CCLC declares that the CCLC Property, including any portion thereof, shall not be developed, held, sold, used or conveyed for any of the prohibited uses listed on Exhibit “C” attached.
3. Covenants Run With the Land. The restrictions contained herein shall be appurtenant to and for the benefit of Lennar and shall be a burden on the CCLC Property and shall run with the land. This Declaration and the restrictions created hereby shall inure to the benefit of and be binding upon Lennar and CCLC and their successors in title to all or any portion of the CCLC Property and Lennar Property.

4. Reaffirmation of Restrictions. Until this Declaration is duly terminated by a recorded termination signed by the owner or owners of all of the Lennar Property, any entity or person acquiring title or any other interest in or to any portion of the Lennar Property or CCLC Property shall be deemed conclusively and automatically to ratify, confirm and reaffirm each and every obligation, restriction, term and provision set forth herein affecting the applicable property as a prerequisite to acquiring said title or other interest. Said ratification, confirmation and reaffirmation shall occur automatically by virtue of acquisition of title or any other interest, in or to any of said premises and need not be set forth expressly or separately in any other instrument.

5. Enforcement. This Declaration may be enforced by Lennar, or its successors, and any such party, in the event of a breach of this Declaration, shall have all rights available at law and/or equity, including the right to bring a suit for injunctive relief, damages or specific enforcement of the applicable restrictions.

6. Attorneys' Fees. In the event of any action to enforce this Declaration, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, in any declaratory action, at trial or on any re-hearing or appeal.

7. Governing Law/Venue. This Declaration shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Declaration shall be Hillsborough County, Florida.

8. Amendment to Declaration. This Declaration may be amended only by a written instrument signed by the fee simple title owners of both the Lennar Property and CCLC Property, recorded in the Public Records of Hillsborough County, Florida.

9. Not a Public Dedication; Entire Agreement. Nothing herein contained in this Declaration is intended, nor shall be construed or deemed, to create any rights in favor of the general public or for the general public or for any public purposes whatsoever, or for or in favor of any person or entity other than Lennar and CCLC, and their successors in title, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed. This Declaration constitutes the entire agreement pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, commitments or other agreements, express or implied made by the parties.

10. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this Declaration shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Declaration.

11. Paragraph Headings. The paragraph headings in this Declaration are for convenience or reference only and shall not be deemed to vary the content of this Declaration or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope of any paragraph herein.

IN WITNESS WHEREOF, the parties duly executed this Declaration as of the Effective Date.

Signed, sealed and delivered in the presence of: "CCLC"

CYPRESS CREEK LAND CORP., a Florida corporation

Reginald Howard

Print Name: REGINALD HOWARD

Micote Perkins

Print Name: Micote Perkins

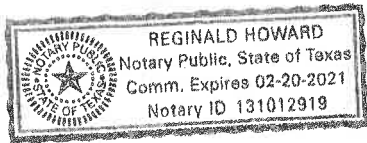
By: [Signature]
Print Name: Adam Miller
Title: President

STATE OF TEXAS)
COUNTY OF HARRIS) ss:

The foregoing instrument was acknowledged before me on 1/8, 2018, by ADAM MILLER as PRESIDENT of Cypress Creek Land Corp., a Florida corporation, on behalf of the corporation, who is personally known to me or produced TEXAS DRIVERS LICENSE for identification.

[NOTARIAL SEAL]

Notary: Reginald Howard
Print Name: REGINALD HOWARD
Notary Public, State of Florida TEXAS
My commission expires: 2/20/2021



Signed, sealed and delivered in the presence of: "LENNAR"

LENNAR HOMES, LLC, a Florida limited liability company

Linda Tower
Print Name: Linda Tower

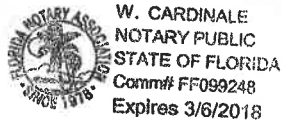
By: [Signature]
Print Name: Marvin L. Metheny, Jr.
Title: Vice President

W. Cardinale
Print Name: W. Cardinale

STATE OF FLORIDA)
COUNTY OF Hillsborough) ss:

The foregoing instrument was acknowledged before me on Jan. 9th, 2018, by Marvin L. Metheny Jr. as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced _____ for identification.

[NOTARIAL SEAL]



Notary: W. Cardinale
Print Name: W. Cardinale
Notary Public, State of Florida
My commission expires: 3/6/2018

EXHIBIT "A"

CCLC PROPERTY

A parcel of land lying in Section 35, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 35, run thence along the South boundary of said Southwest 1/4 of Section 35, S.89°28'02"E., 1824.00 feet; thence N.00°31'58"E., 49.85 feet to a point on the North boundary of the right-of-way for 19TH AVENUE NORTHWEST, as recorded in Official Records Book 3931, Page 1227, of the Public Records of Hillsborough County, Florida, said point also being the Southeast corner of the Tampa Electric Company Property, as recorded in Official Records Book 6190, Page 966, of the Public Records of Hillsborough County, Florida and said point also being the **POINT OF BEGINNING**; thence along the East boundary of said Tampa Electric Company Property, continue N.00°31'58"E., 280.14 feet to the Northeast corner of said Tampa Electric Company Property; thence along the North boundary of said Tampa Electric Company Property, N.89°28'02"W., 230.00 feet to the Northwest corner of said Tampa Electric Company Property; thence N.00°31'58"E., 409.33 feet; thence N.54°35'00"E., 46.74 feet; thence N.39°41'00"E., 56.56 feet; thence N.24°47'00"E., 70.36 feet; thence N.02°30'00"E., 33.10 feet; thence S.87°30'00"E., 274.00 feet to a point of curvature; thence Easterly, 163.00 feet along the arc of a curve to the left having a radius of 566.00 feet and a central angle of 16°30'00" (chord bearing N.84°15'00"E., 162.43 feet) to a point of tangency; thence N.76°00'00"E., 166.01 feet to a point on a curve; thence Southeasterly, 273.91 feet along the arc of a curve to the left having a radius of 460.00 feet and a central angle of 34°07'03" (chord bearing S.51°18'06"E., 269.88 feet) to a point on a curve; thence Easterly, 11.73 feet along the arc of a curve to the left having a radius of 463.00 feet and a central angle of 01°27'06" (chord bearing S.70°01'55"E., 11.73 feet); thence S.19°14'31"W., 17.33 feet; thence S.83°38'19"W., 54.31 feet; thence S.65°02'52"W., 71.45 feet; thence S.28°10'39"W., 76.64 feet; thence S.07°14'46"W., 58.03 feet; thence S.08°29'15"E., 25.50 feet; thence S.29°39'09"E., 97.04 feet; thence S.23°00'00"W., 163.27 feet to a point of curvature; thence Southerly, 165.87 feet along the arc of a curve to the left having a radius of 423.00 feet and a central angle of 22°28'02" (chord bearing S.11°45'59"W., 164.81 feet) to a point of tangency; thence S.00°31'58"W., 136.56 feet to a point on the aforesaid North boundary of the right-of-way for 19TH AVENUE NORTHWEST; thence along said North boundary of the right-of-way for 19TH AVENUE NORTHWEST, N.89°28'02"W., 484.80 feet to the **POINT OF BEGINNING**.

EXHIBIT "B"

LENNAR PROPERTY

Parcel 1

A parcel of land lying in Section 35, Township 31 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the aforesaid Section 35, run thence along the East boundary of said Section 35, N.00°00'47"W., 935.54 feet to a point on the Northerly right-of-way line of 19th Avenue Northwest, said point also being the POINT OF BEGINNING; thence along said Northerly right-of-way line the following eleven (11) courses: 1) S.33°24'19"W., 121.74 feet to a point of curvature; 2) Southwesterly, 1105.68 feet along the arc of a curve to the right having a radius of 1762.21 feet and a central angle of 35°56'59" (chord bearing S.51°22'48"W., 1087.63 feet); 3) N.20°38'42"W., 10.00 feet to a point on a curve; 4) Southwesterly, 159.54 feet along the arc of a curve to the right having a radius of 1752.21 feet and a central angle of 05°13'01" (chord bearing S. 71°57'48"W., 159.49 feet); 5) S.15°25'41"E., 10.00 feet to a point on a curve; 6) Southwesterly, 466.34 feet along the arc of a curve to the right having a radius of 1762.21 feet and a central angle of 15°09'45" (chord bearing S. 82°09'11"W., 464.98 feet) to a point of tangency; 7) S.89°44'04"W., 1004.92 feet; 8) N.00°15'56"W., 10.00 feet; 9) S. 89°44'04"W., 195.00 feet; 10) S.00°15'56"E., 10.00 feet; 11) S.89°44'04"W., 850.50 feet to a point on the aforesaid Easterly limited access right-of-way line of interstate Highway No. 75 (S.R. 93-A); thence along said Easterly limited access right-of-way line the following five (5) courses: 1) N00°15'56"W., 25.00 feet; 2) N.86°10'19"W., 490.30 feet; 3) S89°44'04"W., 500.00 feet; 4) N.00°13'55"W., 744.16 feet to a point of curvature; 5) Northeasterly, 3326.53 feet along the arc of a curve to the right having a radius of 7509.44 feet and a central angle of 25°22'51" (chord bearing N.12°27'31"E., 3299.40 feet); thence S.31°36'31"E., 752.52 feet to a point on a line 1750.00 feet South of and parallel with the North boundary of said Section 35; thence along said line being 1750.00 feet South of an parallel with the North boundary of Section 35, N.89°39'10"E., 3465.98 feet to a point on the aforesaid East boundary of Section 35; thence along said East boundary, S.00°00'47"E., 2498.28 feet to the POINT OF BEGINNING.

LESS AND EXCEPT any portion thereof, lying within lands described in the following instruments:

Official Records Book 5749, Page 1396
Official Records Book 6042, Page 486
Official Records Book 6190, Page 963

LESS AND EXCEPT from Parcel 1:

A parcel of land lying in Section 35, Township 31 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of said Section 35, run thence along the East boundary of said Section 35, N.00°00'47"W., 1475.33 feet to a point on the East boundary of said Section 35, said point also being the POINT OF BEGINNING; thence S.89°39'10"W., 820.01 feet; thence along a line lying 820.00 feet WEST of and parallel with the East boundary of the aforesaid Section 35, N.00°00'47"W., 1958.49 feet; thence N.89°39'10"E., 820.01 feet to a point on the East boundary of said Section 35; thence along said East boundary, S.00°00'47"E., 1958.49 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

A parcel of land lying in Section 35, Township 31 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of said Section 35, run thence along the East boundary of said Section 35, N.00°00'47"W., 935.54 feet to a point on the Northerly Right-of-Way Line of 19th Avenue Northeast, said point also being the POINT OF BEGINNING; thence along said Northerly Right-of-Way Line the following two (2) courses: 1) S.33°24'19"W., 121.74 feet to a point of curvature; 2) Southwesterly, 1000.82 feet along the arc of said curve to the right having a radius of 1762.21 feet and a central angle of 32°32'25" (chord bearing S.49°40'31"W., 987.43 feet); thence along a line lying 820.00 feet WEST of and parallel with the East boundary of the aforesaid Section 35, N.00°00'47"W., 1275.43 feet; thence N.89°39'10"E., 820.01 feet to a point on the East boundary of said Section 35; thence along said East boundary, S.00°00'47"E., 539.79 feet to the POINT OF BEGINNING.

DOMINION PARCEL 10

Part "A"

A parcel of land lying in Section 35, Township 31 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the aforesaid Section 35, run thence along the East boundary of said Section 35, N. 00°00'47" W., 935.54 feet to a point on the Northerly right-of-way line of 19th Avenue Northwest; thence along said Northerly right-of-way line the following four (4) courses: 1) S. 33°24'19" W., 121.74 feet to a point of curvature; 2) Southwesterly, 1105.68 feet along the arc of a curve to the right having a radius of 1762.21 feet and a central angle of 35°56'59" (chord bearing S. 51°22'48" W., 1087.63 feet); 3) N. 20°38'42" W., 10.00 feet to a point on a curve; 4) Southwesterly, 79.77 feet along the arc of a curve to the right having a radius of 1752.21 feet and a central angle of 02°36'30" (chord bearing S. 70°39'34" W., 79.76 feet) to the POINT OF BEGINNING; thence continuing along said Northerly right-of-way line the following eight (8) courses: 1) Southwesterly, 79.77 feet along the arc of a curve to the right having a radius of 1752.21 feet and a central angle of 02°36'31" (chord bearing S. 73°15'51" W., 79.77 feet); 2) S. 15°25'41" E., 10.00 feet to a point on a curve; 3) Southwesterly, 466.34 feet along the arc of a curve to the right having a radius of 1762.21 feet and a central angle of 15°09'45" (chord bearing S. 82°09'11" W., 464.98 feet) to a point of tangency; 4) S. 89°44'04" W., 1004.92 feet; 5) N. 00°15'56" W., 10.00 feet; 6) S. 89°44'04" W., 195.00 feet; 7) S. 00°15'56" E., 10.00 feet; 8) S. 89°44'04" W., 145.50 feet; thence N. 00°15'56" W., 1538.37 feet; thence N. 89°44'04" E., 1590.45 feet; thence S. 00°15'56" E., 540.65 feet; thence S. 18°02'12" E., 949.41 feet to the POINT OF BEGINNING.

Part "B"

A parcel of land lying in Section 35, Township 31 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the aforesaid Section 35, run thence along East boundary of said Section 35, N. 00°00'47" W., 935.54 feet to a point on the Northerly right-of-way line of 19th Avenue Northwest; thence along said Northerly right-of-way line the following four (4) courses: 1) S. 33°24'19" W., 121.74 feet to a point of curvature; 2) Southwesterly, 1105.68 feet along the arc of a curve to the right having a radius of 1762.21 feet and a central angle of 35°56'59" (chord bearing S. 51°22'48" W., 1087.63 feet); 3) N. 20°38'42" W., 10.00 feet to a point on a curve; 4) Southwesterly, 79.77 feet along the arc of a curve to the right having a radius of 1752.21 feet and a central angle of 02°36'30" (chord bearing S. 70°39'34" W., 79.76 feet); thence leaving said right-of-way line N. 18°02'12" W., 949.41 feet; thence N. 00°15'56" W., 540.65 feet; thence S. 89°44'04" W., 1590.45 feet to the POINT OF BEGINNING; thence S. 00°15'56" E., 1538.37 feet to a point on the Northerly right-of-way line of the aforesaid 19th Avenue Northwest; thence S. 89°44'04" W., 90.00 feet along said Northerly right-of-way line; thence N. 00°15'56" W., 1538.37 feet; thence N. 89°44'04" E., 90.00 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT FROM PARCEL 1 AND DOMINION PARCEL 10:

A parcel of land lying in Section 35, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 35, run thence along the South boundary of said Southwest 1/4 of Section 35, S., 89°28'02" E., 1824.00 feet; thence N., 00°31'58" E., 49.85 feet to a point on the North boundary of the right-of-way for 19th Avenue Northwest, as recorded in Official Records Book 3931, Page 1227, of the Public Records of Hillsborough County, Florida, said point also being the Southeast corner of the Tampa Electric Company Property, as recorded in Official Records Book 6190, Page 966, of the Public Records of Hillsborough County, Florida and said point also being the Point of Beginning. Thence along the East boundary of said Tampa Electric Company Property, continue N., 00°31'58" E., 280.14 feet to the Northeast corner of said Tampa Electric Company Property; thence along the North boundary of said Tampa Electric Company Property, N., 89°28'02" W., 230.00 feet to the Northwest corner of said Tampa Electric Company Property; thence N., 00°31'58" E., 409.33 feet; thence N., 54°35'00" E., 46.74 feet; thence N., 39°41'00" E., 56.56 feet; thence N., 24°47'00" E., 70.36 feet; thence N., 02°30'00" E., 33.10 feet; thence S., 87°30'00" E., 274.00 feet to a point of curvature; thence Easterly, 163.00 feet along the arc of a curve to the left having a radius of 566.00 feet and a central angle of 16°30'00" (chord bearing N., 84°15'00" E., 162.43 feet) to a point of tangency; thence N., 76°00'00" E., 166.01 feet to a point on a curve; thence Southeasterly, 273.91 feet along the arc of a curve to the left having a radius of 460.00 feet and a central angle of 34°07'03" (chord bearing S., 51°18'06" E., 269.88 feet) to a point on a curve; thence Easterly, 11.73 feet along the arc of a curve to the left having a radius of 463.00 feet and a central angle of 01°27'06" (chord bearing S., 70°01'55" E., 11.73 feet); thence S., 19°14'31" W., 17.33 feet; thence S., 83°38'19" W., 54.31 feet; thence S., 65°02'52" W., 71.45 feet; thence S., 28°10'39" W., 76.64 feet; thence S., 07°14'46" W., 58.03 feet; thence S., 08°29'15" E., 25.50 feet; thence S., 29°39'09" E., 97.04 feet; thence S., 23°00'00" W., 163.27 feet to a point of curvature; thence Southerly, 165.87 feet along the arc of a curve to the left having a radius of 423.00 feet and a central angle of 22°28'02" (chord bearing S., 11°45'59" W., 164.81 feet) to a point of tangency; thence S., 00°31'58" W., 136.56 feet to a point on the aforesaid North boundary of the right-of-way for 19th Avenue Northwest; thence along said North boundary of the right-of-way for 19th Avenue Northwest, N., 89°28'02" W., 484.80 feet to the Point of Beginning.

EXHIBIT "C"

PROHIBITED USES

The "**Prohibited Uses**" on the CCLC Property shall be as follows:

- All residential uses;
- Arcades, game rooms or video parlors; provided, however, that the foregoing shall not be deemed to prohibit the installation and operation of arcades, game rooms or video parlors as an accessory use to another commercial use on the CCLC Property so long as it comprises no more than twenty percent (20%) of the total useable floor area within the other use;
- Gun range(s);
- Outdoor entertainment venues; provided, however, that the foregoing shall not restrict the construction, use, operation and maintenance of outdoor patio areas accessory to other uses located on the CCLC Property (including outdoor musical entertainment on said outdoor patio areas);
- Trailer courts, mobile home parks, and recreation vehicle campgrounds;
- Any structure of a temporary character, or any trailer, tent, shack, barn or other out building, except for temporary trailers for construction and/or sales or leasing activities on the CCLC Property;
- Oil, gas or mineral exploration, drilling, boring, development, refining, quarrying, or mining operations and all construction and equipment incident thereto, oil or gas wells, shafts;
- Junk yards, scrap metal yards, automobile used parts and/or dismantling operations and sanitary landfills;
- Dumping storage, disposal, incineration, treatment, processing or reduction of garbage, or refuse of any nature;
- Rummage sales or flea markets;
- Truck terminals, truck stop-type facilities or the use of any portion of the CCLC Property for overnight parking or storage of any trucks, mobile homes or other vehicles with four or more wheels except in connection with a new car dealership or a car rental agency, which may be permitted on the CCLC Property;

- Spa or massage parlors, unless operated by a licensed massage therapist whose employees are also licensed and remain fully clothed in providing massage and spa services (which will be permitted);
- Any industrial use (as the term "industrial" is defined in the County's Land Development Code);
- "Adult entertainment uses", which term shall mean, for the purposes hereof, any theater or other establishment which: (i) shows, previews, sells, rents, distributes or promotes in any way, movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) rated "X" by the movie production industry (or any successor rating established by the movie production industry), or otherwise of a pornographic or obscene nature; or (ii) sells, rents, or distributes sexually explicit games, toys, devices, or similar merchandise;
- Any business or use that contains devices, equipment or facilities for the participation in, or to be used to hold any events, functions or programs that involve gambling, wagering, betting or other similar activities, where the participants have the opportunity to receive monetary or other consideration and irrespective of whether such activities or devices are lawful with the exception of the sale of lottery tickets and charity bingo activities so long as neither of the foregoing are the primary use of that business; and
- Go-cart racing, miniature golf, water rides, interactive water play areas, or other rides or other outdoor amusement park like uses.
- The sale or display of any drug paraphernalia primarily used in the use or ingestion of illicit drugs and any business or use that is prohibited by law
- A "second hand" store, tattoo or piercing parlor, internet café, storage facility, any check cashing store other than a bank, an auction house or similar operation, a central laundry dry cleaning plant or Laundromat (except that a dry cleaner that performs all dry cleaning outside the CCLC Property shall be permitted), any mortuary or funeral home, a pawn shop, or an automotive repair shop.

Confidentiality & Disclaimer

All materials and information received or derived from Eshenbaugh Land Company, LLC its directors, officers, agents, advisors, affiliates and/or any third party sources are provided without representation or warranty as to completeness, veracity, or accuracy, condition of the property, compliance or lack of compliance with applicable governmental requirements, developability or suitability, financial performance of the property, projected financial performance of the property for any party's intended use or any and all other matters.

Neither Eshenbaugh Land Company, LLC its directors, officers, agents, advisors, or affiliates makes any representation or warranty, express or implied, as to accuracy or completeness of the any materials or information provided, derived, or received. Materials and information from any source, whether written or verbal, that may be furnished for review are not a substitute for a party's active conduct of its own due diligence to determine these and other matters of significance to such party. Eshenbaugh Land Company, LLC will not investigate or verify any such matters or conduct due diligence for a party unless otherwise agreed in writing. EACH PARTY SHALL CONDUCT ITS OWN INDEPENDENT INVESTIGATION AND DUE DILIGENCE.

Any party contemplating or under contract or in escrow for a transaction is urged to verify all information and to conduct their own inspections and investigations including through appropriate third party independent professionals selected by such party. All financial data should be verified by the party including by obtaining and reading applicable documents and reports and consulting appropriate independent professionals. Eshenbaugh Land Company, LLC makes no warranties and/or representations

regarding the veracity, completeness, or relevance of any financial data or assumptions. Eshenbaugh Land Company, LLC does not serve as a financial advisor to any party regarding any proposed transaction. All data and assumptions regarding financial performance, including that used for financial modeling purposes, may differ from actual data or performance. Any estimates of market rents and/or projected rents that may be provided to a party do not necessarily mean that rents can be established at or increased to that level. Parties must evaluate any applicable contractual and governmental limitations as well as market conditions, vacancy factors and other issues in order to determine rents from or for the property.

Legal questions should be discussed by the party with an attorney. Tax questions should be discussed by the party with a certified public accountant or tax attorney. Title questions should be discussed by the party with a title officer or attorney. Questions regarding the condition of the property and whether the property complies with applicable governmental requirements should be discussed by the party with appropriate engineers, architects, contractors, other consultants and governmental agencies. All properties and services are marketed by Eshenbaugh Land Company, LLC in compliance with all applicable fair housing and equal opportunity laws.

Eshenbaugh Land Company is a licensed real estate brokerage firm in Florida and William A. Eshenbaugh is the broker of record.