

CITY OF ST. PETERSBURG
CERTIFICATE OF VALUE

I certify to the best of my knowledge and belief that:

Project: Tropicana Field
County: Pinellas
Parcel No.: Parcel A-F (with height restriction)

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have [no / a] present or prospective interest in the property that is the subject of this report, and I have [no / a] personal interest or bias with respect to the parties involved. (Describe fully the interest or bias on an addendum to this certificate.) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform the assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification. (The name of each individual providing significant assistance must be stated on an addendum to this certificate, together with a statement of whether such individual is a state registered, licensed or certified appraiser and, if so, his or her registration, license or certification number.)
9. I understand that this appraisal is to be used in connection with the acquisition of right-of-way for a public facility to be constructed by the city of St. Petersburg with the assistance of Federal, State or City funds.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the city of St. Petersburg and I will not do so until so authorized by the city officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the city of St. Petersburg without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 14th day of January, 2021, is: \$277,431,000

Market value should be allocated as follows:

LAND	\$ <u>277,431,000</u>
IMPROVEMENTS	\$ <u>0</u>
NET DAMAGES &/OR COST TO CURE	\$ <u>0</u>
TOTAL	\$ <u>277,431,000</u>

LAND AREA: English (Ac/SF) 79.266± Ac

Land Use (HABU as vacant): Mixed Use mid-rise to high-rise

February 3, 2021

DATE



APPRAISER

Glen L. Spivey, MAI, President

State-Certified General Real Estate Appraiser RZ1388

CITY OF ST. PETERSBURG
CERTIFICATE OF VALUE

I certify to the best of my knowledge and belief that:

Project: Tropicana Field
County: Pinellas
Parcel No.: Parcel A-F (no height restriction)

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have [no / a] present or prospective interest in the property that is the subject of this report, and I have [no / a] personal interest or bias with respect to the parties involved. (Describe fully the interest or bias on an addendum to this certificate.) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform the assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification. (The name of each individual providing significant assistance must be stated on an addendum to this certificate, together with a statement of whether such individual is a state registered, licensed or certified appraiser and, if so, his or her registration, license or certification number.)
9. I understand that this appraisal is to be used in connection with the acquisition of right-of-way for a public facility to be constructed by the city of St. Petersburg with the assistance of Federal, State or City funds.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the city of St. Petersburg and I will not do so until so authorized by the city officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the city of St. Petersburg without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 14th day of January, 2021, is: \$279,979,000

Market value should be allocated as follows:

LAND	\$ <u>279,979,000</u>
IMPROVEMENTS	\$ <u>0</u>
NET DAMAGES &/OR COST TO CURE	\$ <u>0</u>
TOTAL	\$ <u>279,979,000</u>

LAND AREA: English (Ac/SF) 79.266± Ac

Land Use (HABU as vacant): Mixed Use mid-rise to high-rise

February 3, 2021

DATE

APPRAISER

Glen L. Spivey, MAI, President

State-Certified General Real Estate Appraiser RZ1388

ADDENDUM TO CERTIFICATE OF VALUE

Appraiser Glen L. Spivey, MAI
 State-Certified General Real Estate Appraiser RZ1388 (Expiration 11/30/22)
Project: Tropicana Field
County: Pinellas
Managing District: St. Petersburg
Parcel: Parcel A-F

Steve Sheiman, State-Certified General Real Estate Appraiser RZ2492 (Expiration 11/30/22) provided significant assistance in the function of data research, data verification, site inspections and report writing. Jeffery T. Sanford, State-Certified General Real Estate Appraiser RZ3547 (Expiration 11/30/22), provided significant assistance in the function of data research and data verification. Robert W. Simmons, Jr., State-Certified General Real Estate Appraiser RZ1736 (Expiration 11/30/22) provided assistance in the function of peer review. Erin Minnick, Registered Trainee Appraiser RI24242 (Expiration 11/30/22), provided significant assistance in the function of report writing and preparation of exhibits.

Mr. Dennis Weber, Real Estate Coordinator requested that we value the subject based on the following assumptions:

1. Considering height restriction and existing Tropicana Field.
2. Considering height restriction and no stadium (vacant land only, demolition costs are not to be considered).
3. Without height restriction and including existing Tropicana Field.
4. Without height restriction and no stadium (vacant land only, demolition costs are not to be considered)

Existing leases and agreements are not to be considered.

We are not to value two existing Clear Channel Outdoor owned billboards nor the underlying ground rent.

As will be demonstrated in the highest and best use section of this report, the existing stadium structure and associated site improvements do not contribute value over and above the value of the land. Therefore, the above conditions #1 and #3 do not apply.

The majority of the sales relied upon in this report pre-date the world pandemic known as COVID 19. According to the Center for Disease Control and Prevention (CDC), "on February 11, 2020 the World Health Organization (WHO) announced an official name for the disease that is causing the 2019 novel coronavirus outbreak, first identified in Wuhan China." Since that time, the WHO has classified the outbreak of COVID 19 as a world pandemic. Since March 16, 2020 the number of COVID 19 cases in the US has increased from 3,300± to over 23,854,000 as of January 14, 2021. We believe there are impacts in the market; however, there is not sufficient quantitative data available to support a market conditions adjustment at this time.

This is an appraisal report of land and improvements. The reader is directed to the scope for a detailed explanation of valuation methods used for this appraisal.

Addendum to Certificate of Value

Page 2

I certify that, to the best of my knowledge and belief the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and the Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.

I certify that, through prior experience with similar type properties and appraisal problems, the appraisers have the competency and expertise to complete this assignment.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative.

As of the date of this report, I, Glen L. Spivey, MAI have completed the continuing education program for Designated members of the Appraisal Institute.

February 3, 2021

DATE



Glen L. Spivey, MAI, President

State-Certified General Real Estate Appraiser RZ1388

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Parcel: A-F
Project: Tropicana Field
County: Pinellas

GENERAL ASSUMPTIONS

No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

The plot plans and illustrative material in this report are included only to help the reader visualize the property.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

GENERAL LIMITING CONDITIONS

Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Possession of this report, or a copy thereof, does not carry with it the right of publication.

The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

If no legal description or survey was furnished, the appraiser used the county tax plat to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, it may be necessary for this appraisal to be adjusted.

Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.

The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.

Parcel: A-F
Project: Tropicana Field
County: Pinellas

CITY OF ST. PETERSBURG

SUMMARY OF SALIENT FACTS AND CONCLUSIONS:

Property Owner Name, Address & Phone Number:

Pinellas County
Attention: Real Estate Management
315 Court Street
Clearwater, FL 33756-5165

This site was transferred from the city of St. Petersburg to Pinellas County on September 25, 2002 (OR Book 12289/1422). An Agreement for Sale was entered on October 17, 2002 (OR Book 12289/1392) between city of St. Petersburg and Pinellas County which states that the property was transferred to Pinellas County due to liability for the payment of ad valorem property taxes. Additionally, on October 17, 2002 a Tropicana Lease-Back and Management Agreement was entered between Pinellas County and city of St. Petersburg. Paragraph 15 of the Agreement for Sale states the following:

15. Provisions for Reacquisition

A. The County shall convey title to the Dome to the city upon the occurrence of one of more of the following events:

- i. The Dome becomes taxable because of the loss of the Dome's ad valorem tax immunity; or
- ii. The Devil Rays Agreement expires or is terminated; or
- iii. The law changes such that city ownership of the Dome would exempt the Dome or cause the Dome to be immune from ad valorem taxation; or
- iv. This Agreement or the Lease is terminated.

Thus, it is clear that the city of St. Petersburg has a reversionary interest in the subject property.

Reversionary Ownership

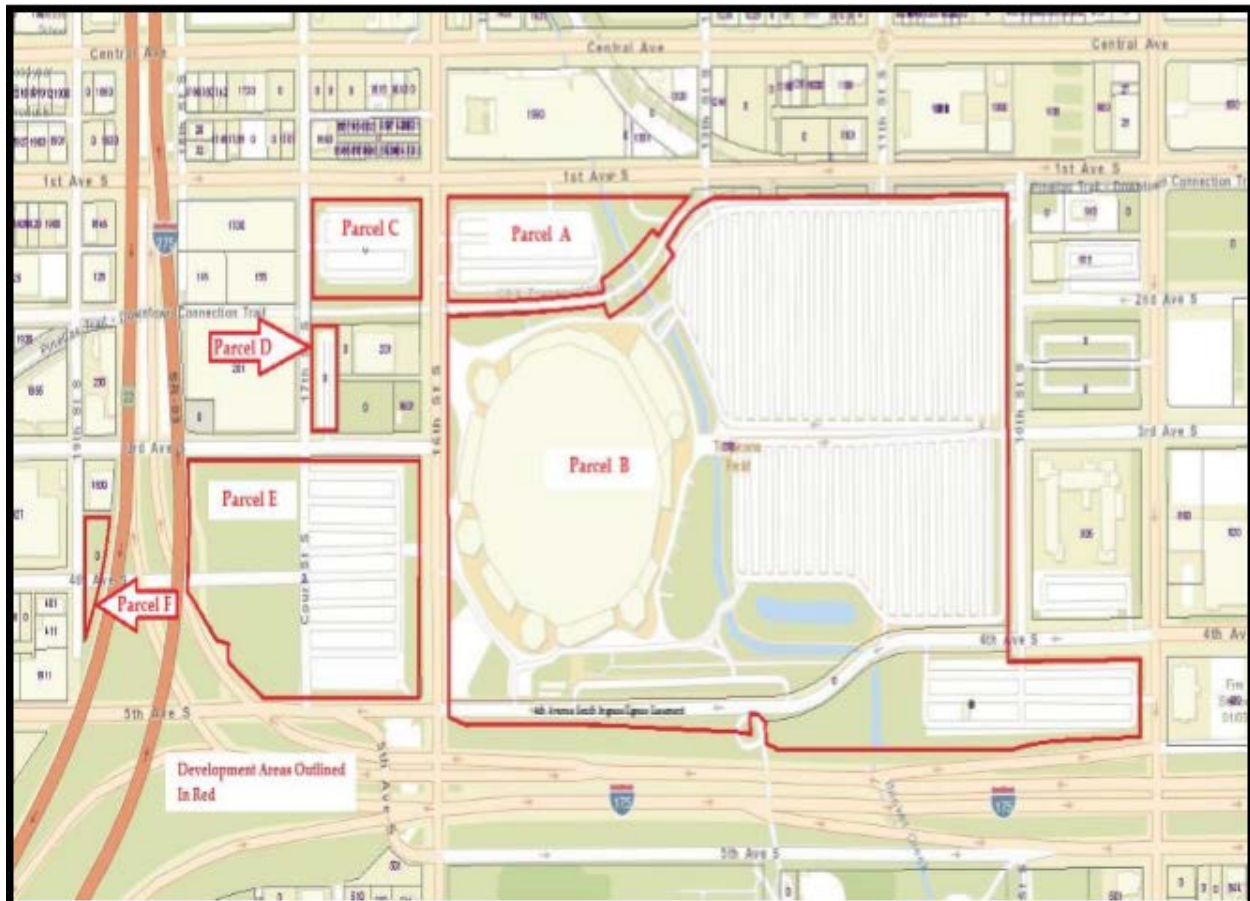
City of St. Petersburg
Real Estate and Property Management
P.O. Box 2842
St. Petersburg, Florida 33731

Parcel: A-F
Project: Tropicana Field
County: Pinellas

SUMMARY OF SALIENT FACTS AND CONCLUSIONS: (Continued)

Street Address/Location Description:

The subject parcels are generally described as Parcels A-F, or the northeast quadrant of Interstate 275 and Interstate 175 in the city of St. Petersburg.



Date of Inspection – January 14, 2021

Names of Those Present at Inspection – No one representing the owner met Glen Spivey and Steve Sheiman, associate at the property inspection on January 14, 2021.

Extent of Inspection – Glen Spivey and Steve Sheiman made an inspection from the existing right-of-way. We were instructed to inspect the property from local streets and to not attempt to inspect the Tropicana facility.

Parcel: A-F
Project: Tropicana Field
County: Pinellas

SUMMARY OF SALIENT FACTS AND CONCLUSIONS: (Continued)

Size of parent tract:

It is important to note that the St. Petersburg appraisal fee quote requested we appraise Tropicana Field consisting of 86.58± acres. However, we deed plotted the exact acreage of the subject parcels from the recorded plats and calculate 79.266 acres. We have relied on the calculated acreage for this appraisal; however, a survey is recommended.

The area of the subject site is as follows:

Parcel	Size (Ac)	Size (Sf)
A	4.104 Ac	178,776 Sf
B	60.835 Ac	2,649,973 Sf
C	2.291 Ac	99,777 Sf
D	0.616 Ac	26,827 Sf
E	10.966 Ac	477,679 Sf
F	0.454 Ac	19,773 Sf
Total	79.266 Ac	3,452,805 Sf

TYPE OF APPRAISAL AND REPORT FORMAT:

This is an appraisal of land and improvements. The reader is directed to the scope, or Section 175, for a detailed explanation of valuation methods used for this appraisal.

PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL:

The purpose of the appraisal is to estimate market value for a fee simple interest in the subject property. The intended use of an acquisition appraisal is for the city of St. Petersburg to use for internal decision making. The intended user of the appraisal is the city of St. Petersburg.

DEFINITION OF MARKET VALUE:

Value, as used in eminent domain statute, ordinarily means amount that would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied. Inherent in the willing buyer-willing seller test of the fair market value are the following:

1. A fair sale resulting from fair negotiations.
2. Neither party acting under compulsion of necessity (this eliminates forced liquidation or sale at auction). Economic pressure may be enough to preclude a sales use.
3. Both parties having knowledge of all relevant facts.
4. A sale without peculiar or special circumstances.
5. A reasonable time to find a buyer.

The above definition relates to case law in Florida (State Road Department v. Stack, 231 So. 2d 859 Fla. 1st DCA 1969).

Parcel:	A-F
Project:	Tropicana Field
County:	Pinellas

PROPERTY RIGHTS (INTEREST) APPRAISED:

Property interest – Fee simple interest is defined as the absolute fee, a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation, and inheritable estate.

Value allocation – Not applicable

Other than owner occupant – Not applicable

Tenant owned improvements – The subject tracts are improved with two Clear Channel Outdoor owned billboards. Although these billboards are owned by a separate party, the billboard companies likely pay a ground lease for the sign easement. As stated earlier, this appraisal does not include the value of the billboards nor the bonus value attributable to the sign ground rent.

Real property interests previously conveyed – Not applicable

Encumbrances – We were not provided a city of St. Petersburg title search for the subject property. Based on the recorded plats identified as Tropicana Field West Parking Area Replat and Suncoast Stadium Replat, the following easements were depicted:

Parcel A

1. 25' radius street easement at northwest corner of the site
2. 100' drainage easement which bifurcates the tract vertically near the eastern portion of the site. (Booker creek)

Parcel B

1. Variable width ingress/egress easement along south boundary of site. (Part of 4th Ave. S and 5th Ave. S)
2. 30' radius street easement. (Part of 5th Ave. S)
3. 20' street easement. (Part of 5th Ave. S)
4. 25' radius street easement (Part of 4th Ave. S)
5. Easement for pedestrian overpass. (Pedestrian access over I-175)
6. 100' drainage easement which bifurcates the tract vertically near the center of the site. (Booker creek)
7. Clear Channel sign site easement.

Parcel C

1. 16' utility easement which bifurcates the tract horizontally near the center of the site.

Parcel:	A-F
Project:	Tropicana Field
County:	Pinellas

PROPERTY RIGHTS (INTEREST) APPRAISED: (Continued)

Parcel D

1. 16' utility easement which bifurcates the tract horizontally near the center of the site.

Parcel F

1. Clear Channel sign site easement.

Non-Realty Items Appraised – Not applicable

SCOPE (EXTENT OF PROCESS OF COLLECTING, CONFIRMING, AND REPORTING DATA):

This appraisal has been prepared for Dennis Weber, Real Estate Coordinator with the city of St. Petersburg to estimate the market value for the subject property for internal decision-making purposes.

Mr. Dennis Weber, Real Estate Coordinator requested that we value the subject based on the following assumptions:

1. Considering height restriction and existing Tropicana Field.
2. Considering height restriction and no stadium (vacant land only, demolition costs are not to be considered).
3. Without height restriction and including existing Tropicana Field.
4. Without height restriction and no stadium (vacant land only, demolition costs are not to be considered)

Existing leases and agreements are not to be considered.

We are not to value two existing Clear Channel Outdoor owned billboards nor the underlying ground rent.

As will be demonstrated in the highest and best use section of this report, the existing stadium structure and associated site improvements do not contribute value over and above the value of the land. Therefore, the above conditions #1 and #3 do not apply.

The majority of the sales relied upon in this report pre-date the world pandemic known as COVID 19. According to the Center for Disease Control and Prevention (CDC), "on February 11, 2020 the World Health Organization (WHO) announced an official name for the disease that is causing the 2019 novel coronavirus outbreak, first identified in Wuhan China." Since that time, the WHO has classified the outbreak of COVID 19 as a world pandemic. Since March 16, 2020 the number of COVID 19 cases in the US has increased from 3,300± to over 23,854,000 as of January 14, 2021. We believe there are impacts in the market; however, there is not sufficient quantitative data available to support a market conditions adjustment at this time.

Parcel:	A-F
Project:	Tropicana Field
County:	Pinellas

SCOPE (EXTENT OF PROCESS OF COLLECTING, CONFIRMING, AND REPORTING DATA): (Continued)

This is an appraisal report of land and improvements. The reader is directed to the scope for a detailed explanation of valuation methods used for this appraisal.

The only approach used to value the fee simple land is the Direct Sales Comparison Approach (Market Approach). The Cost Approach and the Income Approach are considered inappropriate as these approaches are not utilized by market participants in their buying and selling decisions of vacant land similar to the subject.

We have reviewed and researched various comparable land sales that have occurred within the State of Florida in order to estimate the value for the subject land. These sales were discovered through use of CoStar, Mapwise, Multiple Listing Services, Loopnet Real Estate Services, construction activity and interviews with market participants and real estate brokers and sales personnel. All of the selected sales were verified with either the grantee, grantor, broker, attorney, or a knowledgeable representative and confirmed through multiple listing services and/or public records. Additional information was also obtained from general contractors or engineers, when necessary.

The Income Approach was utilized to value the subject as improved. A study was conducted for economic rent of stadium venues. We then deducted expenses and applied an overall capitalization rate to analyze the value as improved. As stated earlier, the improvements do not contribute value over and above the value of the land.

APPRAISAL PROBLEM:

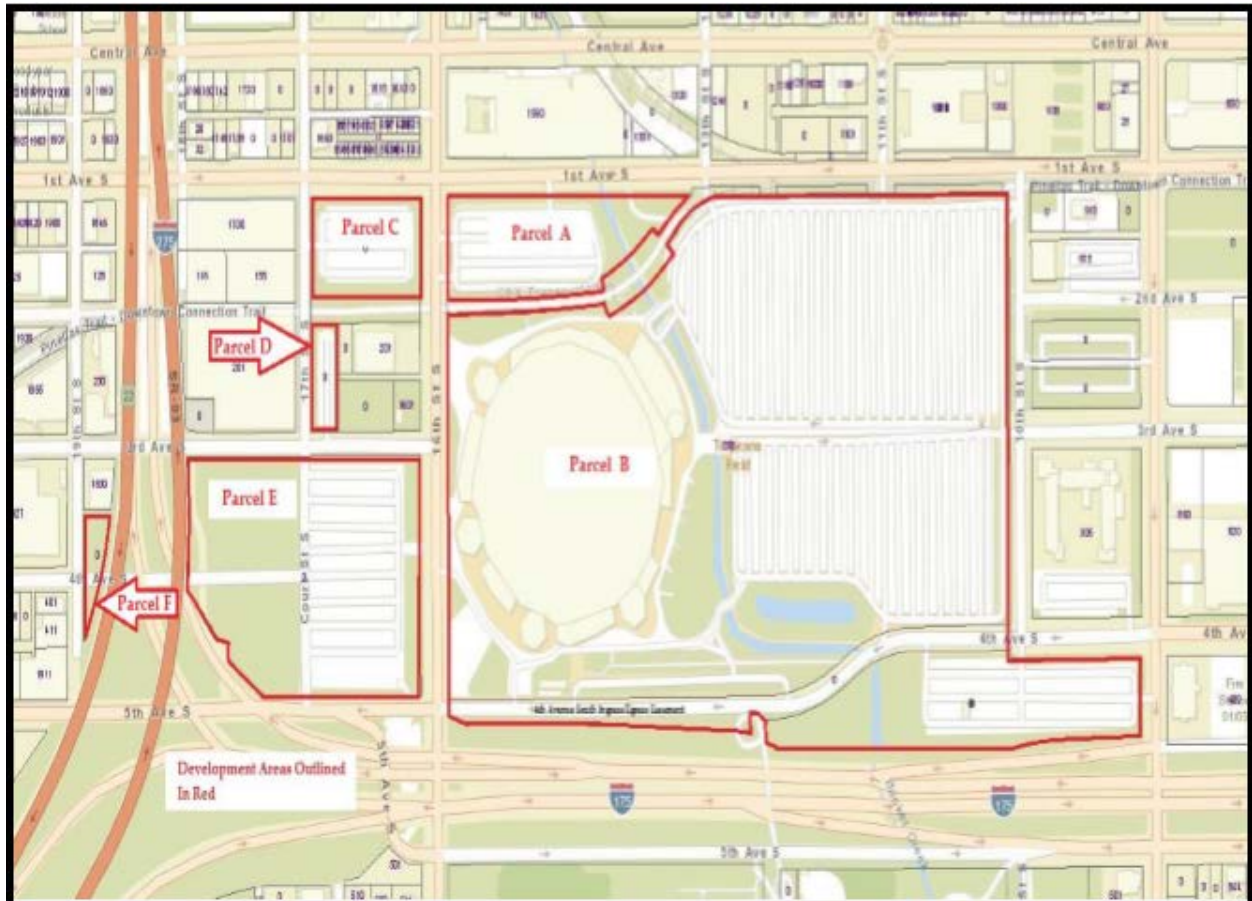
The appraisal problem is to estimate the value for the fee simple estate of Parcels A-F containing 79.266 acres or 3,452,805 square feet.

Parcel: A-F
Project: Tropicana Field
County: Pinellas

IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION:

Street Address/Location Description:

The subject parcels are generally described as Parcels A-F, or the northeast quadrant of Interstate 275 and Interstate 175 in the city of St. Petersburg.



Legal Description:

We were not provided a title search; however, have a legal description for the subject parcel from the last deed of record as follows:

Block 1, Lot 1 and Block 2, Lot 1, Suncoast Stadium Replat as recorded in Plat Book 96, Pages 53 and 54, Public Records of Pinellas County, Florida.

Block 1, Lot 1; Block 2, Lot 1; Block 3, Lot 1; and Block 4, Lot 1, Tropicana Field West Parking Area Replat as recorded in Plat Book 121, Pages 55 and 56, Public Records of Pinellas County, Florida.

Parcel:	A-F
Project:	Tropicana Field
County:	Pinellas

DESCRIPTION OF AREA AND NEIGHBORHOOD:

A neighborhood can be defined as a portion of a larger community, or an entire community, for which there is a homogeneous grouping of inhabitants, buildings, or building enterprises. Inhabitants of a neighborhood usually have more than a casual community of interest and a similarity of economic level or cultural background. Neighborhood boundaries may consist of a well-defined natural or manmade barrier, or they may be more or less well defined by a distinct change in land use or in the character of its inhabitants.

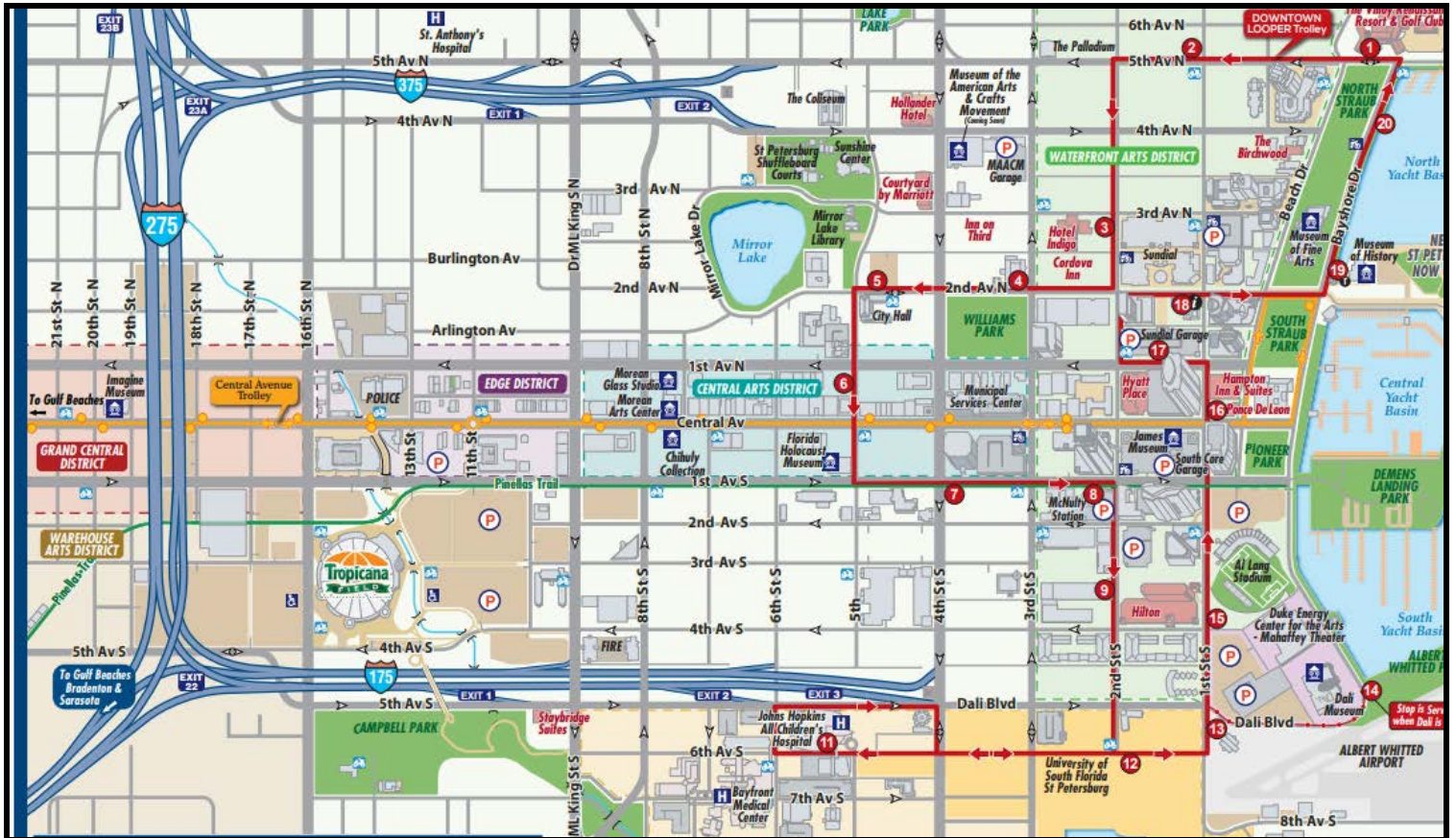
A neighborhood usually involves the following stages, varying only in intensity and in duration; development and growth, stability, transition and decline. This pattern may be followed by renewal or rehabilitation, at which point the cycle is repeated. Neighborhoods are forever changing with current trends and use.

Market demand and local economic factors all affect value within a neighborhood. Neighborhood trends are first identified and then researched to determine how these trends affect property value within the neighborhood. Value is directly correlated to current trends. The interaction between buyers and sellers within the neighborhood is the basis for all conclusions with the final arbiter of value the marketplace.

The subject is located within downtown St. Petersburg. Downtown has several sub-districts to include Grand Central District, The Edge District, Central Arts District, Waterfront Arts District, Innovation District and the Warehouse Arts District. The subject is located south of the Edge District and the Grand Central District, east of the Warehouse Arts District and southwest of the Central Arts District.

Parcel: A-F
 Project: Tropicana Field
 County: Pinellas

DESCRIPTION OF AREA AND NEIGHBORHOOD: (Continued)



Downtown St. Petersburg is proximate to major interstates such as Interstate 275, Interstate 375 and Interstate 175. The 2019 1/3/5 (Population/Avg. Household Income) demographics of the subject neighborhood is as follows:

1 mile-	14,241/\$52,021
3 mile-	109,632/\$74,928
5 mile-	255,569/\$79,127

According to the Florida Department of Transportation interactive traffic map, the surrounding interstates include Average Annual Daily Traffic (AADT) of 127,000 (2019) along Interstate 275, 46,000 (2019) along Interstate 175 and 37,000 along Interstate 375.

Parcel: A-F
 Project: Tropicana Field
 County: Pinellas

DESCRIPTION OF AREA AND NEIGHBORHOOD: (Continued)

The subject neighborhood includes the following proposed projects, projects currently under construction and recently completed projects:

Proposed Projects		
Name	Location	Development
1000 1 st Ave. N	S/S of 1 st Ave. N west of 9 th St. N	Apartments – 15 stories, 256 units
The Vibe	SEC of 2 nd Ave. S & 4 th St. S	Apartments- 23 stories, 219 units
Tampa Bay Innovation Center	SWC of 4 th St. S & 11 th Ave. S	Office - 2 stories
Reflection	NEC of 3 rd Ave. N & 8 th St. N	Condos - 18 stories, 81 units
200 17 th Street N	NWC of 2 nd Ave. N & 17 th St. N	Apartments – 6 stories, 74 units
3 rd Ave. N & 5 th St. N	SEC of 3 rd Ave. N and 5 th St. N	Residential/Office – 21 stories, 270 units and 11,000 sf office
400 Central Ave. (Red Apple)	SWC of Central Ave. N and 4 th St. N	Hotel/Condo/Retail – 45 stories for 300 condos and 20 stories for 225 hotel rooms
770 Apartments	SEC 4 th Ave. N and 8 th St. N	Apartments – 7 stories, 126 units
900 Central Ave.	SWC of Central Ave. and 9 th St. N	Mixed Use – 12 stories, 209 units & 13,338 sf commercial
Domus Urbana	S/S of 3 rd Ave. S, east of 7 th St. S	Condos – 5 stories, 40 units
Sapphire Condominiums	SWC of 3 rd Ave. S and 6 th St. S	Condos – 6 stories, 11 units
Vela	NEC of 8 th St. S & Delmar Terrace S	Condos – 8 stories, 23, units
Orange Station (Police HQ)	NWC Central Ave. & 13 th St. N	Mixed Use - 9 stories, 86 units & 100,000 sf Office
The Edward	NEC of 5 th St. S & 2 nd Ave. S	Hotel - 8 stories, 83 units
The Edge Collective	NEC of 1 st Ave. S & 13 th St. S	Mixed Use - 6 stories, 161 hotel rooms and retail
The Julia	SWC of 1 st St. N & 4 th Ave. N	Residential - 19 stories, 15 units
The Balm Hotel	SEC of 1 st Ave. N & 11 th St. N	Hotel - 11 stories, 135 units
Ascent St. Petersburg (Greystar)	NWC of 1 st Ave. N & 2 nd St. N	Apartments/Hotels - 36 stories, 354 Apt., 172 units – Hotel, 6,600 sf commercial
450 1 st Ave. N	SEC of 1 st Ave. N & 5 th St. N	Mixed Use – 28 stories, retail, office, hotel and residential
Under construction		
Saltaire	Between 1 st St. S & 2 nd St. S, N of 4 th Ave. S	Condo - 35 stories, 192 units
Gallery 3100	SWC of Central Ave. & 31 st St. S	Apartments - 4 stories, 122 units
Uptown Kenwood	13 th Ave. N & 25 th St. N	Townhomes- 3 stories, 69 units
The Royal	NEC 4 th Ave. S & 6 th St. S	Townhomes- 4 stories, 13 units
The Mirror	W/S of Mirror Lake, S of 2 nd Ave. N	Office/Apts.- 6 stories, 10 units
Grand Central Brewhouse	S/S of Central Ave., W of 23 rd St. S	Brewery/Restaurant- 2 stories
Galaxy Hotel	NWC of 1 st St. N & 3 rd Ave. N	Hotel- 11 stories, 92 units
The District on 9 th	NWC of Dr. MLK & Arlington Ave. N	Mixed use – 4 stories, 34 units
Delmar 745	N/S of Delmar Terr, E of 8 th St. S	Apartments – 12 stories, 65 units
Recently Completed		
Vantage	NWC of 1 st Ave. N & 16 th St. N	Apartments - 11 stories, 211 units
Burlington Townhomes	NWC of Burlington & 8 th St. N	Townhomes – 3 stories, 24 units
Artistry Apartments	NWC of 16 th St. S & Central Ave. N	Apartments – 6 stories, 246 units
The Exchange Apartments	W/S of Dr. MLK, just N of 6 th Ave. S	Apartments- 5 stories, 132 units
Tru by Hilton	SEC of Central Ave. & 17 th St. S	Hotel- 7 stories, 132 units
1701 Central Ave.	NWC of Central Ave. and 17 th St. N	Apartments & Retail – 5 stories, 243 units

Parcel: A-F
 Project: Tropicana Field
 County: Pinellas

DESCRIPTION OF AREA AND NEIGHBORHOOD: (Continued)

The subject is the location of the 79.266 acre Tropicana Field, a domed stadium and home of the Major League Baseball franchise Tampa Bay Rays since 1998. The stadium is also used for college football. The park has a seating capacity of 42,735; however, is effectively reduced to 25,025 seats due to tarp covered seats and upper deck closure. It is important to note that Tropicana Field is substandard in regards to typical Major League Baseball ballpark standards, and the Rays average only 14,500± fans a game which is the 2nd worst attendance in MLB. The Tampa Bay Rays have unsuccessfully lobbied for a new stadium for several years; however, are under lease with Tropicana until 2027.

In 2017-18, conceptual PD&E's were conducted for a redevelopment of the 79.266 acre property. Mayor Rick Kriseman indicated that the city is willing to discuss contributing funds to the redevelopment of the property with a new stadium. Due to the potential of the Tampa Bay Rays relocating, the city of St. Petersburg is also reviewing non-stadium redevelopment proposals. The situation is fluid and there is no indication whether the Rays will be playing in St. Petersburg come 2028; however, the property will likely be redeveloped in 2028 either way.

The Pinellas County area data is located in the addenda of this report.

DESCRIPTION OF PROPERTY, PHOTOGRAPHS, AND SKETCHES:

1) Property Type – The subject consists of 79.266 acres. The following is the respective zoning and future land use designations by city of St. Petersburg for Parcels A-F.

Parcel	Zoning (St. Petersburg)	Future Land Use (St. Petersburg)
A	DC-1, Downtown Center	CBD, Central Business District
B	DC-1, Downtown Center DC-2, Downtown Center (from 4 th Ave./5 th Ave. South)	CBD, Central Business District
C	DC-2, Downtown Center	CBD, Central Business District
D	DC-2, Downtown Center	CBD, Central Business District
E	DC-2, Downtown Center	CBD, Central Business District
F	IT, Industrial Traditional	IG, Industrial General

2) Existing Use – The subject tract is improved with the Tropicana Field stadium and associated surface parking site improvements.

3) Site Description: (Parent Tract)

a. Land Area:

The area of the subject site is as follows:

Parcel	Size (Ac)	Size (Sf)
A	4.104 Ac	178,776 Sf
B	60.835 Ac	2,649,973 Sf
C	2.291 Ac	99,777 Sf
D	0.616 Ac	26,827 Sf
E	10.966 Ac	477,679 Sf
F	<u>0.454 Ac</u>	<u>19,773 Sf</u>
Total	79.266 Ac	3,452,805 Sf

DESCRIPTION OF PROPERTY, PHOTOGRAPHS, AND SKETCHES: (Continued)

b. Shape – Parcels A, B, E and F are irregular. Parcels C and D are rectangular.

c. Boundary Dimensions: –

Parcel A

North	900.42 feet (1 st Ave. S)
Southeast	160.06 feet (Pinellas Trail)
Northeast	35.00 feet
Southeast	226.81 feet (Pinellas Trail)
Southwest	35.00 feet
South	486.82 feet (Pinellas Trail)
West	259.34 feet (16 th St. S)

Parcel B

North	582.04 feet (Pinellas Trail)
Northwest	35.00 feet
North	289.87 feet (Pinellas Trail)
Northeast	35.00 feet
Northwest	203.58 feet (Pinellas Trail)
North	1,081.41 feet (1 st Ave. S)
East	1,159.95 feet
North	480.00 feet (4 th Ave. S)
East	200.00 feet (9 th St. S)
South	1,388.46 feet (Interstate 175)
East	56.41 feet (Pedestrian overpass)
North	67.07 feet (Pedestrian overpass)
West	57.63 feet (Pedestrian overpass)
South	1,107.53 feet (Interstate 175)
West	1,003.26 feet (16 th St. S)

Parcel C

North	399.03 feet (1 st Ave. S)
East	250.00 feet (16 th St. S)
South	399.19 feet
West	250.00 feet (17 th St. S)

Parcel D

North	99.24 feet (2 nd Ave. S)
East	270.05 feet
South	99.44 feet
West	270.06 feet (17 th St. S)

DESCRIPTION OF PROPERTY, PHOTOGRAPHS, AND SKETCHES: (Continued)

Parcel E

North 849.10 feet (3rd Ave. S)
 East 599.67 feet (16th St. S)
 South 579.29 feet (5th Ave. S)
 Southwest 398.44 feet (Interstate 175)
 West 330.16 feet (Interstate 275)

Parcel F

North 101.12 feet
 East 347.12 feet (Interstate 275)
 West 330.00 feet (19th Street S)

d. Ingress/Egress – Below is a list of access points for each respective parcel.

Parcel	Access points
A	(2) Full access drives along E/S of 16 th St. S (1) Right-in, Right-out access drive along S/S of 1 st Ave. S
B	(2) Right-in, Right-out access drives along S/S of 1 st Ave. S (1) Full access drive along W/S of 10 th St. S 4 th Ave. S & 5 th Ave. S access drives via ingress/egress easement
C	(1) Full access drive along E/S of 17 th St. S
D	(1) Left-in, Right-in access drive along E/S of 17 th St. S (1) Left-out, Right-out along N/S 3 rd Ave. S
E	(2) Full-access drives along N/S of 5 th Ave. S (2) Full-access drives along S/S of 3 rd Ave. S
F	(1) Full-access drive along E/S of 19 th St. S

e. Topography – The subject is level and at grade with the adjacent roadways. The adjoining limited access interstate roadways to include Interstate 175 and Interstate 275 are elevated 20± to 40± feet above site grade.

f. Flood Hazard Data – In accordance with the U.S. Department of Housing and Urban Development, FEMA Flood Insurance Map Panel 12103C0219G, revised September 3, 2003, indicates the entirety of the subject property is within flood zone “X”, outside the limits of the 100-year floodplain.

g. Drainage – The subject tract appeared adequately drained at the time of inspection.

Parcel: A-F
 Project: Tropicana Field
 County: Pinellas

DESCRIPTION OF PROPERTY, PHOTOGRAPHS, AND SKETCHES: (Continued)

h. Soils characteristics – According to the United States Department of Agriculture Natural Resources Conservation Service, the subject includes the following soils.

Parcel	Soil(s)
A	Urban land, 0 to 2 percent slopes
B	Urban land, 0 to 2 percent slopes & Astatula soils and Urban land, 0 to 5 percent slopes
C	Urban land, 0 to 2 percent slopes
D	Urban land, 0 to 2 percent slopes
E	Urban land, 0 to 2 percent slopes and Myakka soils and Urban land
F	Urban land, 0 to 2 percent slopes and Myakka soils and Urban land

i. Utilities on-site –
 Electric: Duke Energy
 Water: City of St. Petersburg
 Sewer: City of St. Petersburg

j. Utilities available – The city of St. Petersburg includes existing water and sewer lines within the adjacent right-of-way.

Site improvements – The subject is improved with surface and grass parking lots supporting the Tropicana field stadium. Associated improvements include but are not limited too asphalt, site lighting, concrete sidewalks, pavement striping, concrete curbing, landscaping, drainage structures, retention, signage, bollards, pavers, hand rails and fencing.

l. Easements, encroachments or restrictions and their effect or limitation - See heading 160 for complete description of all encumbrances on the subject property.

m. Environmental Hazards – For this analysis, we were not provided with any type of environmental survey or audit. The detection of any environmental hazards is beyond our expertise.

Description of Improvements:

4) Brief Description of Building(s) – Tropicana Field was constructed in 1990 and was known as the Suncoast Dome and later the Thunderdome. This dome comprised approximately 737,200± square feet and hosted a variety of events such as basketball, hockey, etc. In 1995, Major League Baseball awarded the city of St. Petersburg a franchise. Prior to the Tampa Bay Rays playing, the stadium underwent a \$85 million renovation which included wider concourses, installation of Astroturf, clubhouses, dugouts, additional luxury suites, restrooms, elevators, escalators and administrative offices. In 1996 the stadium was renamed to Tropicana Field after Tropicana Juice purchased the naming rights. After modifications, the current seating capacity for baseball games stands at 25,025. In 2018 and 2019, the Tampa Bay Rays had the second lowest attendance per game at 14,259 and 14,552, respectively only behind the Miami Marlins at per attendance of 10,014 and 10,016, respectively. The major league average for attendance was 28,204 per game.

Parcel: A-F
Project: Tropicana Field
County: Pinellas



(1) View of the Parcel A looking east from 1st Ave. S and 16th Street intersection.
Photograph Taken on January 14, 2021 by Glen Spivey.



(2) View of the Parcel B looking west from 3rd Ave. S and 10th St. S intersection.
Photograph Taken on January 14, 2021 by Glen Spivey.

Parcel: A-F
Project: Tropicana Field
County: Pinellas



(3) View of Parcel B looking southwest from 10th Street S.
Photograph Taken January 14, 2021 by Glen Spivey.



(4) View of Parcel B looking southwest from 1st Ave. S and 10th Street S.
Photograph Taken on January 14, 2021 by Glen Spivey.

Parcel: A-F
Project: Tropicana Field
County: Pinellas



(5) View of southeast portion of Parcel B looking southeast from 4th Ave. S.
Photograph Taken on January 14, 2021 by Glen Spivey.



(6) View of Parcel B looking west along 4th Ave. S.
Photograph Taken on January 14, 2021 by Glen Spivey.

Parcel: A-F
Project: Tropicana Field
County: Pinellas



(7) View of Parcel C looking southeast from 1st Ave. S and 17th St. S.
Photograph Taken on January 14, 2021 by Glen Spivey.



(8) View of Parcel D looking southeast from 17th Street S.
Photograph Taken on January 14, 2021 by Glen Spivey.

Parcel: A-F
Project: Tropicana Field
County: Pinellas



(9) View of Parcel E looking northwest from 5th Ave. S and 16th St. S.
Photograph Taken on January 14, 2021 by Glen Spivey.



(10) View of Parcel E looking north from 5th Ave. S.
Photograph Taken on January 14, 2021 by Glen Spivey.

Parcel: A-F
Project: Tropicana Field
County: Pinellas



(11) View of Parcel F looking south.
Photograph Taken on January 14, 2021 by Glen Spivey.

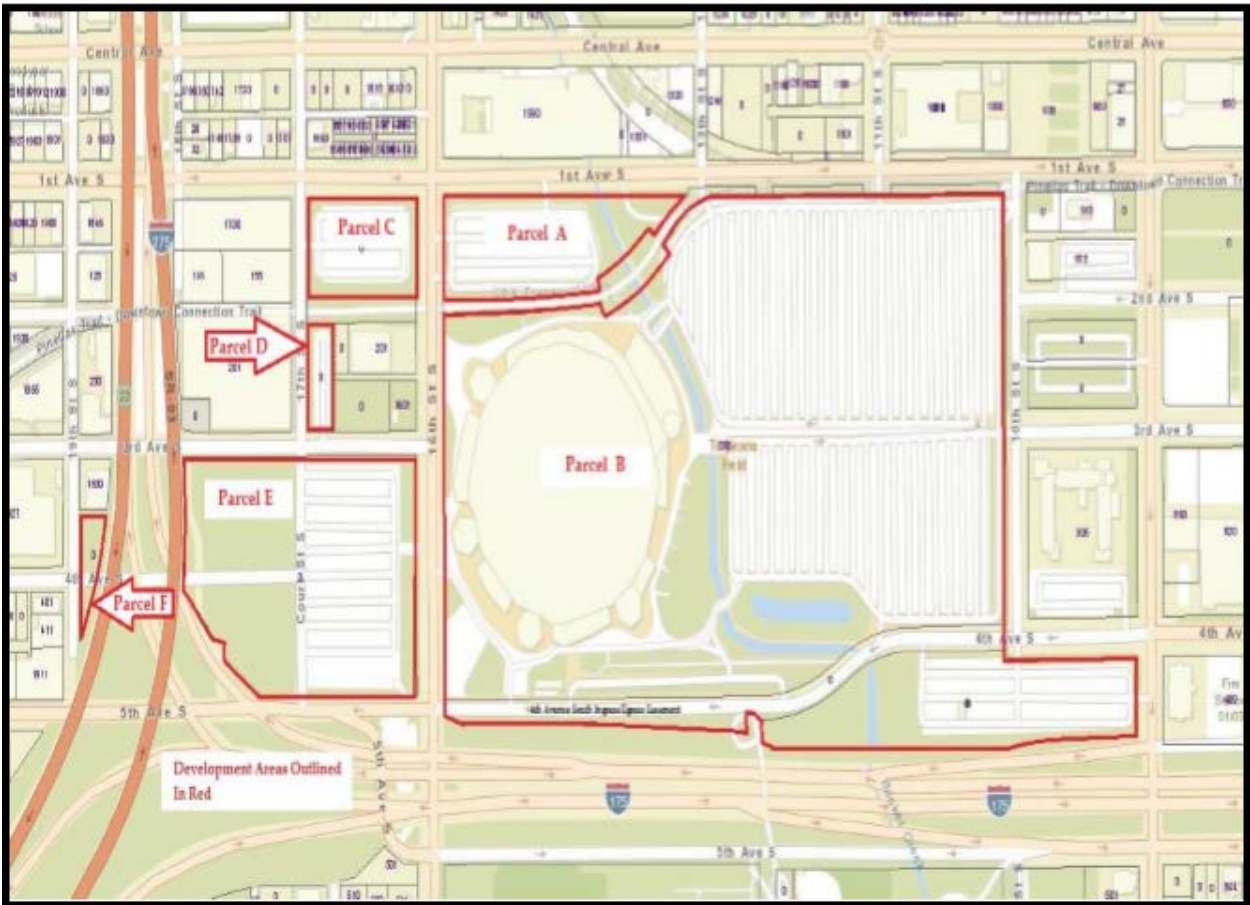
Parcel: A-F
Project: Tropicana Field
County: Pinellas

AERIAL OF SUBJECT



Parcel: A-F
Project: Tropicana Field
County: Pinellas

Parent Tract Outline



SUNCOAST STADIUM REPLAT

BEING A REPLAT OF A PORTION OF "REVISED MAP OF THE CITY OF ST. PETERSBURG," AS RECORDED IN PLAT BOOK 1, PAGE 49, A PORTION OF "WILLOW OAK SUBDIVISION," AS RECORDED IN PLAT BOOK 2, PAGE 53, AND "J C BLOCKER'S SUBDIV," AS RECORDED IN PLAT BOOK 4, PAGE 25, ALL IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART TOGETHER WITH "ROBINSON'S RE-PLAT," AS RECORDED IN PLAT BOOK 3, PAGE 12, "H. SUMNER'S SUBDIV," AS RECORDED IN PLAT BOOK 3, PAGE 28, "F SWEET'S SUB," AS RECORDED IN PLAT BOOK 5, PAGE 18, "CHAS. R. CARTERS RESUBDIVISION," AS RECORDED IN PLAT BOOK 6, PAGE 41, AND "SUNCOAST SPORTSPLEX REPLAT," AS RECORDED IN PLAT BOOK 89, PAGE 31; ALL IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; TOGETHER WITH VACATED RIGHTS-OF-WAY, ALL IN AND TOGETHER WITH A PORTION OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.

DEDICATION

The undersigned hereby certifies that it is the Owner of the herein described Tract of land hereby platted as "SUNCOAST STADIUM REPLAT", and that it dedicates to the public all streets, alleys, easements, right-of-way, and public areas shown on this Plat of the subdivision of said land.

Signed and delivered in the presence of:
 Officer: Robert A. Young
 City Member: Robert A. Young
 Officer: Robert A. Young
 Finance Director: Robert A. Young
 Witness: Robert A. Young

STATE OF FLORIDA
 COUNTY OF PINELLAS

I, Robert A. Young, A.B., 1982, before me personally appeared Robert A. Young, known to me to be the person whose name is subscribed to the foregoing Certificate of Dedication and severally acknowledge the execution thereof to be their free act and deed, as such officers, for the use and purposes therein mentioned and said instrument is acknowledged before me by said Robert A. Young at the City of St. Petersburg, County of Pinellas, State of Florida, the day and year aforesaid.

My Commission Expires: October 4, 1987

APPROVED by the Environmental Development Commission of the City of St. Petersburg, Pinellas County, Florida, this 14th day of March, A.B., 1987.

APPROVED by the City Council of the City of St. Petersburg, Pinellas County, Florida, this 14th day of April, A.B., 1987.

APPROVED by the City of St. Petersburg, Pinellas County, Florida, this 14th day of April, A.B., 1987; provided that this Plat has been filed for record in the Office of the Clerk of the Circuit Court of Pinellas County, Florida, within six (6) months from date of this approval.

STATE OF FLORIDA
 COUNTY OF PINELLAS

I, Robert A. Young, Clerk of the Circuit Court of Pinellas County, Florida, hereby certify that this Plat has been examined and that it complies in form with all the requirements of the Statutes of Florida pertaining to maps and plats, and that this Plat has been filed for record in the Office of the Clerk of the Circuit Court of Pinellas County, Florida, on this 15 day of April, A.B., 1987.

By: Robert A. Young
 Deputy Clerk

SURVEYOR'S CERTIFICATE

I, James A. Alter, of George F. Young, Inc., having offices at 289 Ninth Street North, St. Petersburg, Florida, the Surveyor making this Plat, do hereby certify that it is a true and correct representation of the lands platted to the best of my knowledge and belief, and that permanent reference monuments have been placed in accordance with Section 177.09(1)(7), Chapter 71-39, Laws of the State of Florida.

I hereby certify that the material and composition of this Plat conforms to the requirements of Chapter 177.091 of the Florida Statutes.

GEORGE F. YOUNG, INC.
 Florida Surveyor's Registration No. 3972

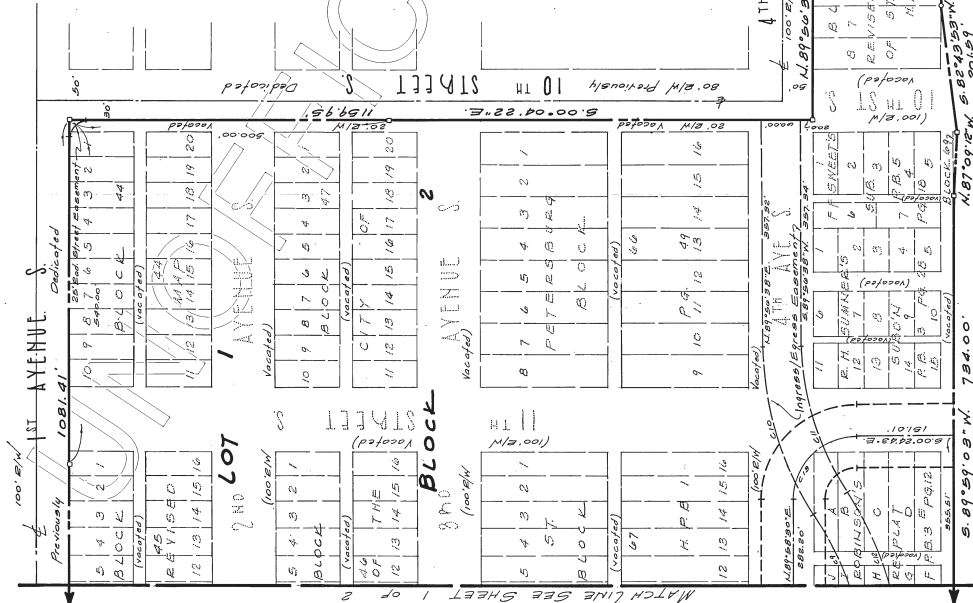
CURVE TABLE

RADIUS	CHORD BEARING	CHORD	CENTRAL ANGLE
100.00'	N 89° 59' 03" E	200.00'	89° 59' 03"
200.00'	N 89° 59' 03" E	400.00'	89° 59' 03"
300.00'	N 89° 59' 03" E	600.00'	89° 59' 03"
400.00'	N 89° 59' 03" E	800.00'	89° 59' 03"
500.00'	N 89° 59' 03" E	1000.00'	89° 59' 03"



Graphic Scale: 1"=100 feet

BASES OF BEARINGS
 Surveyed by Robert A. Young
 Plat Book 88, Page 31



GEORGE F. YOUNG, INC.
 289 9th Street North
 St. Petersburg, Florida

PLATS 96

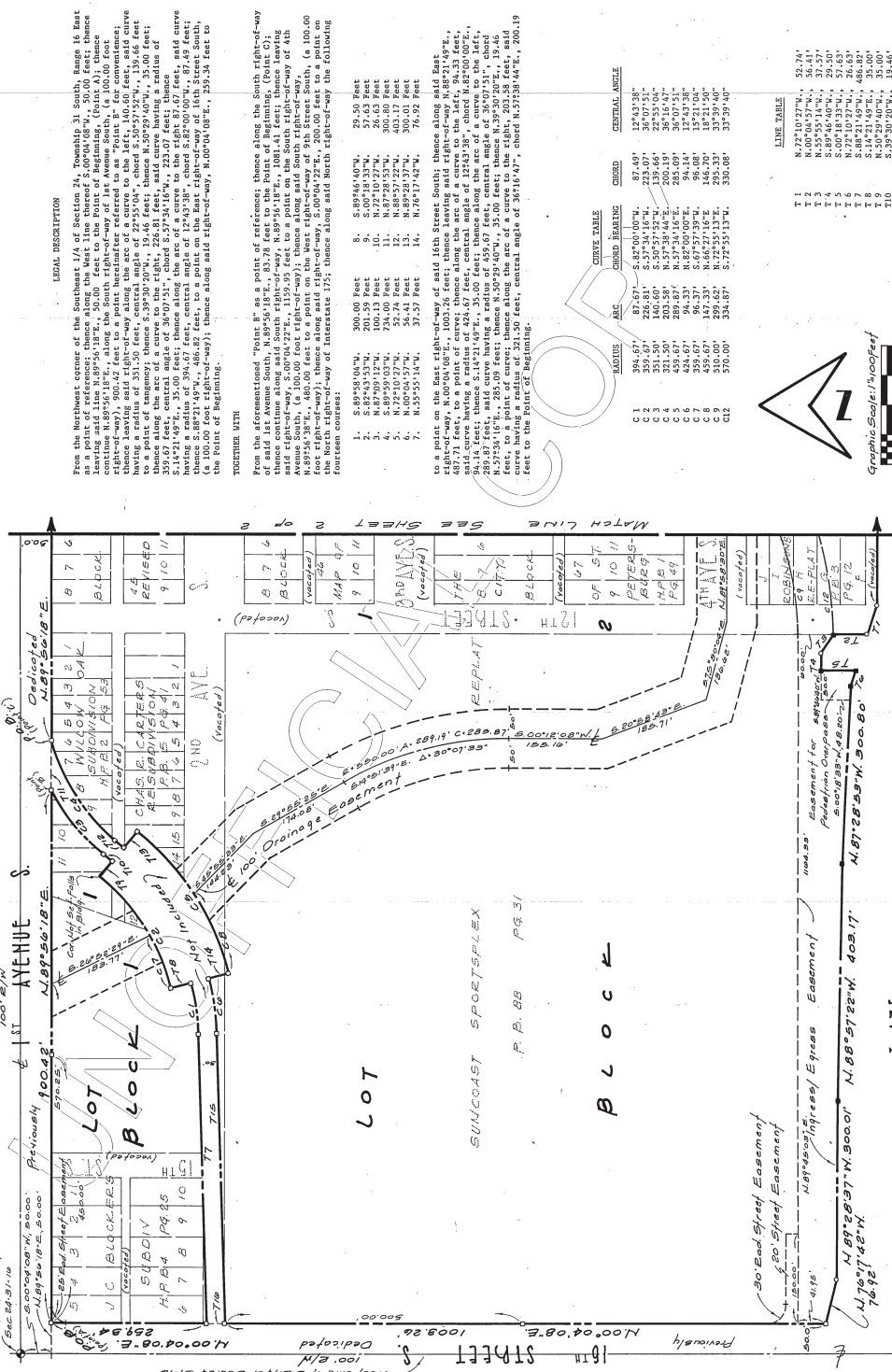
54

SUNCOAST STADIUM REPLAT

BEING A REPLAT OF A PORTION OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 49; A PORTION OF "WILLOW OAK SUBDIVISION", AS RECORDED IN PLAT BOOK 3, PAGE 53; AND "J.C. BLOCKER'S SUBDIV", AS RECORDED IN PLAT BOOK 4, PAGE 25; ALL IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, TOGETHER WITH "ROBINSON'S RE-PLAT", AS RECORDED IN PLAT BOOK 3, PAGE 12; "R. H. SUMNER'S SUBDIV", AS RECORDED IN PLAT BOOK 3, PAGE 28; "F. F. SWEET'S SUB", AS RECORDED IN PLAT BOOK 5, PAGE 18; "CHAS. H. CARTERS RESUBDIVISION", AS RECORDED IN PLAT BOOK 5, PAGE 41; AND "SUNCOAST SPORTSPLEX REPLAT", AS RECORDED IN PLAT BOOK 86, PAGE 31; ALL IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH VACATED RIGHTS-OF-WAY, ALL IN AND TOGETHER WITH A PORTION OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.

LEGEND

- Boundary Line
- Set Point
- Set Point



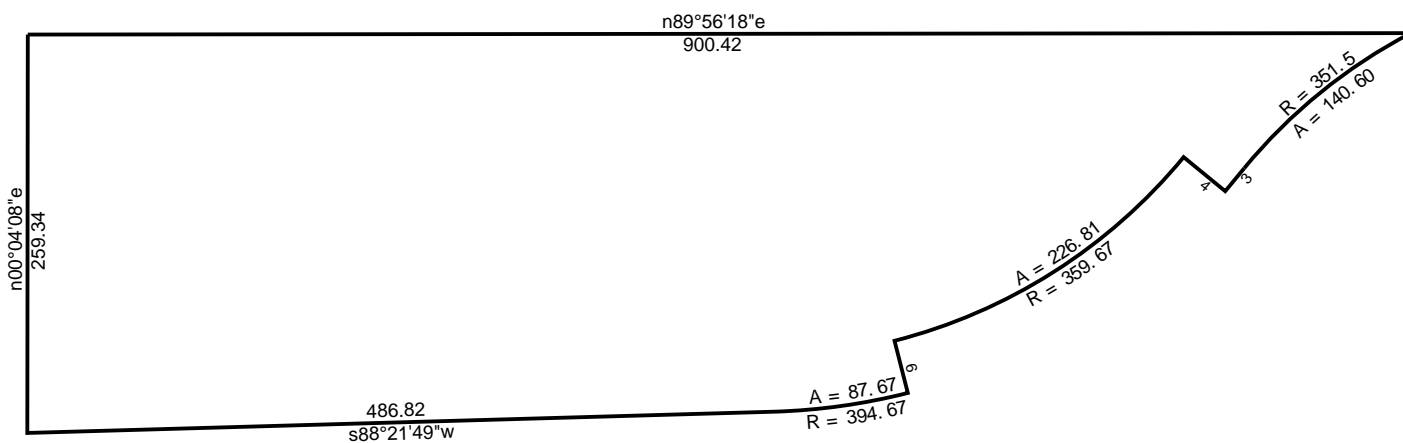
From the Northwest corner of the Southeast 1/4 of Section 24, Township 31 South, Range 16 East, as a point of reference, thence along the West line thereof S. 00°00'00\"/>

Page 2 of 2



1st Avenue South

16th Street South



1/9/2021

Scale: 1 inch= 125 feet

File: Parcel A deed plot.ndp

Tract 1: 4.1041 Acres (178776 Sq. Feet), Closure: n46.4330w 0.01 ft. (1/320022), Perimeter=2191 ft.

01 n89.5618e 900.42

08 s88.2149w 486.82

02 Lt, r=351.50, delta=022.5504, arc=140.60, chord=s50.5752w 139.66

09 n00.0408e 259.34

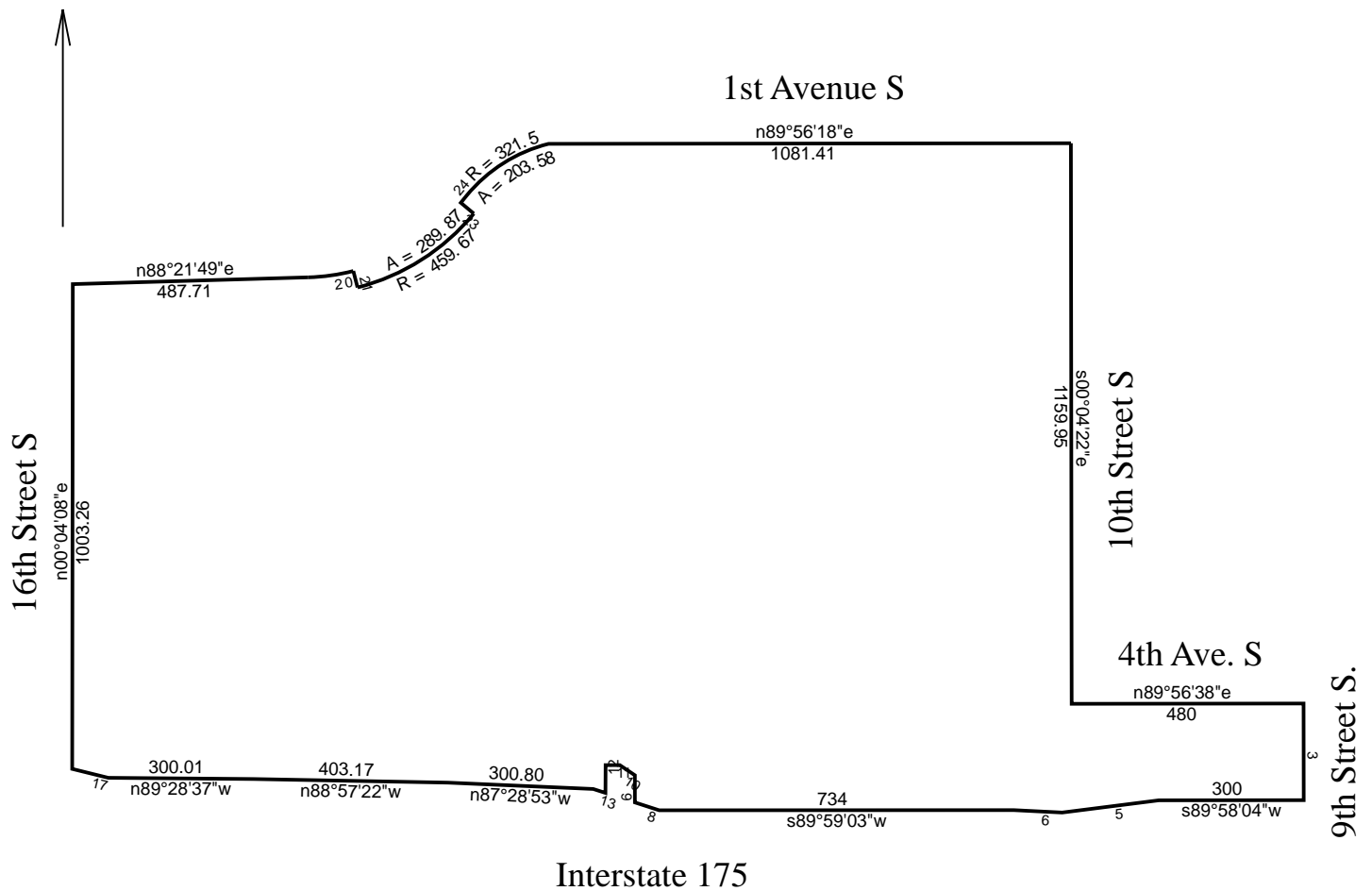
03 s39.3020w 19.46

04 n50.2940w 35

05 Rt, r=359.67, delta=036.0751, arc=226.81, chord=s57.3416w 223.07

06 s14.2149e 35

07 Rt, r=394.67, delta=012.4338, arc=87.67, chord=s82.0000w 87.49



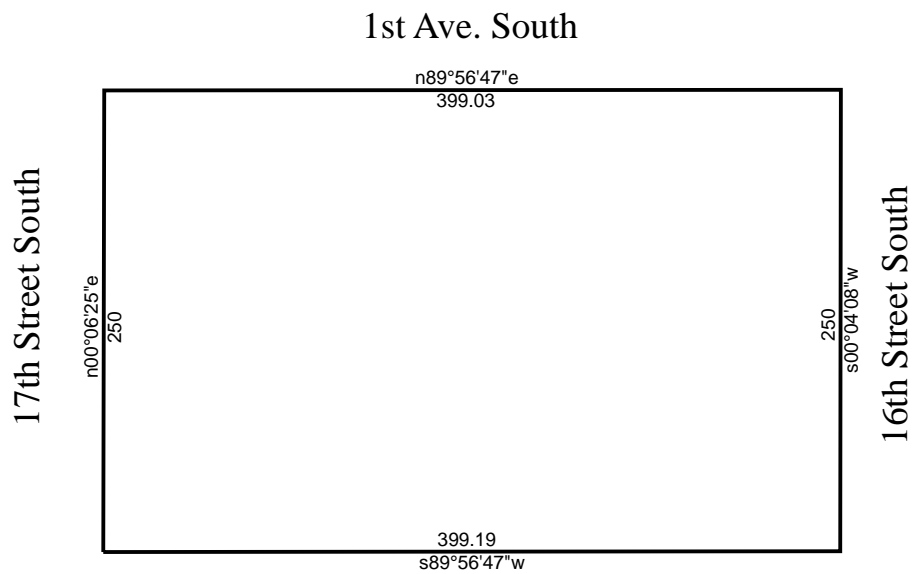
1/9/2021

Scale: 1 inch= 375 feet File: Parcel B deed plot.ndp

Tract 1: 60.8349 Acres, Closure: $n74.2529e$ 0.01 ft. (1/938397), Perimeter=7767 ft.

01 $s00.0422e$ 1159.95
 02 $n89.5638e$ 480
 03 $s00.0422e$ 200
 04 $s89.5804w$ 300
 05 $s82.4353w$ 201.59
 06 $n87.0912w$ 100.13
 07 $s89.5903w$ 734
 08 $n72.1027w$ 52.74
 09 $n00.0457w$ 56.41
 10 $n55.5514w$ 37.57
 11 $s89.4640w$ 29.50
 12 $s00.1833w$ 57.63
 13 $n72.1027w$ 26.63
 14 $n87.2853w$ 300.80
 15 $n88.5722w$ 403.17
 16 $n89.2837w$ 300.01

17 $n76.1742w$ 76.92
 18 $n00.0408e$ 1003.26
 19 $n88.2149e$ 487.71
 20 Lt, $r=424.67$, $\delta=012.4338$, $\text{arc}=94.33$, $\text{chord}=n82.0000e$ 94.14
 21 $s14.2149e$ 35
 22 Lt, $r=459.67$, $\delta=036.0751$, $\text{arc}=289.87$, $\text{chord}=n57.3416e$ 285.09
 23 $n50.2940w$ 35
 24 $n39.3020e$ 19.46
 25 Rt, $r=321.50$, $\delta=036.1647$, $\text{arc}=203.58$, $\text{chord}=n57.3844e$ 200.19
 26 $n89.5618e$ 1081.41

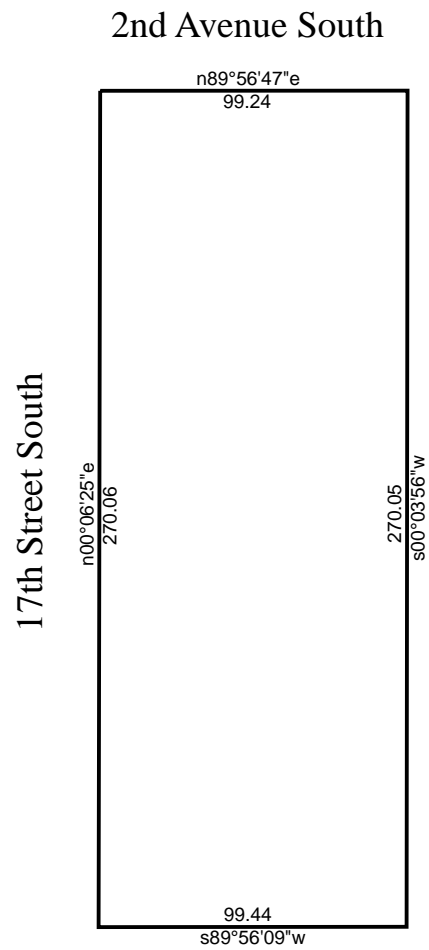


1/9/2021

Scale: 1 inch= 104 feet | File: Parcel C deed plot.ndp

Tract 1: 2.2906 Acres (99777 Sq. Feet), Closure: n86.1026w 0.01 ft. (1/214119), Perimeter=1298 ft.

01 n00.0625e 250
02 n89.5647e 399.03
03 s00.0408w 250
04 s89.5647w 399.19

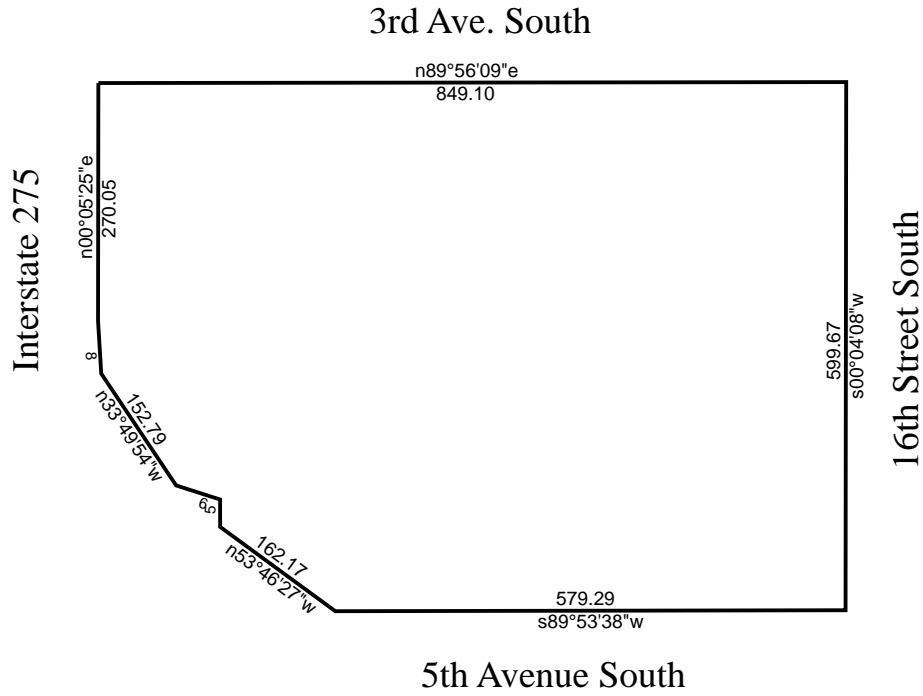


1/9/2021

Scale: 1 inch= 62 feet | File: Parcel D deed plot.ndp

Tract 1: 0.6159 Acres (26827 Sq. Feet), Closure: n29.0219e 0.01 ft. (1/73388), Perimeter=739 ft.

01 n89.5647e 99.24
02 s00.0356w 270.05
03 s89.5609w 99.44
04 n00.0625e 270.06



1/9/2021

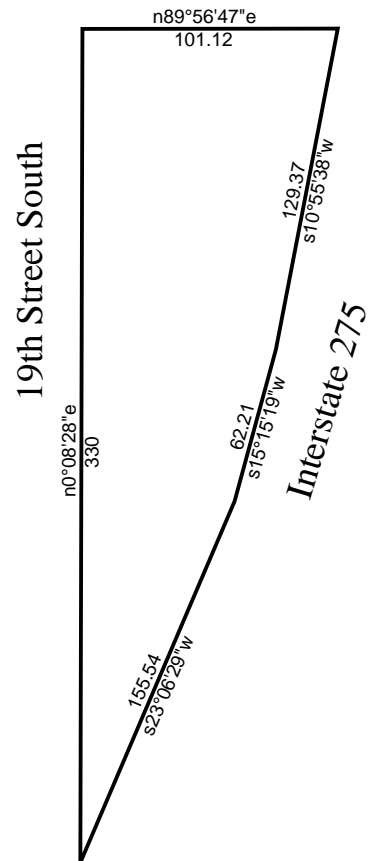
Scale: 1 inch= 218 feet

File: Parcel E deed plot.ndp

Tract 1: 10.9662 Acres, Closure: n24.2824e 0.01 ft. (1/341946), Perimeter=2757 ft.

01 n89.5609e 849.10
02 s00.0408w 599.67
03 s89.5338w 579.29
04 n53.4627w 162.17
05 n00.0828e 31.03
06 n72.1727w 52.45
07 n33.4954w 152.79

08 n3.3409w 60.11
09 n00.0525e 270.05



1/9/2021

Scale: 1 inch= 76 feet

File: Parcel F deed plot.ndp

Tract 1: 0.4539 Acres (19773 Sq. Feet), Closure: n22.5910e 0.01 ft. (1/78622), Perimeter=778 ft.

01 n0.0828e 330
02 n89.5647e 101.12
03 s10.5538w 129.37
04 s15.1519w 62.21
05 s23.0629w 155.54

Parcel: A-F
 Project: Tropicana Field
 County: Pinellas

EXISTING TRANSPORTATION FACILITY DESCRIPTION:

The subject is located in downtown St. Petersburg at the northeast quadrant of Interstate 275 and Interstate 175.

Interstate 275 is a 6-lane, 60 mile long limited access interstate serving the Tampa Bay area. This road extends from Interstate 75 near Palmetto through St. Petersburg and Tampa intersecting with Interstate 4 in Downtown Tampa.

Interstate 175 (South Bay Drive) is a 4-lane, 1.3 mile spur route from Interstate 275 into downtown St. Petersburg.

ZONING, LAND USE PLANNING, CONCURRENCY:

Jurisdiction- City of St. Petersburg

Below are the zoning and future land use designations for each respective subject parcel.

Parcel	Zoning (St. Petersburg)	Future Land Use (St. Petersburg)
A	DC-1, Downtown Center	CBD, Central Business District
B	DC-1, Downtown Center DC-2, Downtown Center (from 4 th Ave./5 th Ave. South)	CBD, Central Business District
C	DC-2, Downtown Center	CBD, Central Business District
D	DC-2, Downtown Center	CBD, Central Business District
E	DC-2, Downtown Center	CBD, Central Business District
F	IT, Industrial Traditional	IG, Industrial General

Future Land Use – Tracts A-E include a future land use designation of CBD, Central Business District. According to the city of St. Petersburg Comprehensive Plan, Future Land Use Element, the purpose of this district is as follows:

Allowing a mixture of higher intensity retail, office, industrial, service, public school and residential uses up to a floor area ratio of 4.0 and a net residential density not to exceed the maximum allowable in the land development regulations (LDRs). In accordance with the LDRs, increased floor area ratios may be permitted as a bonus or as an exemption for developments that provide additional amenities or other improvements that achieve CBD design and development objectives. When taken together, the base FAR, bonuses and exemptions may exceed 4.0 FAR. Application of this category is limited to the Intown Sector. This category shall not be applied without development of, and CPA approval of, a special area plan.

Tract F includes a future land use designation of IG, Industrial General. According to the city of St. Petersburg Comprehensive Plan, Future Land Use Element, the purpose of this district is as follows:

ZONING, LAND USE PLANNING, CONCURRENCY: (Continued)

Allow a mixture of light or heavy industrial and industrial park uses with a floor area ratio up to 0.75. A buffer shall be provided between land designated Industrial General and adjoining plan classification other than Industrial or Transportation/Utility. Public/Semi-Public or Ancillary Non-Residential Uses, alone or when added to existing contiguous like uses which exceed or will exceed five acres shall require a land use plan amendment which shall include such use and all contiguous like uses. Office, Retail Uses, Commercial Recreation, Commercial/Business Service and Personal/Office Service, shall be allowed as accessory uses within the structure to which it is accessory and shall not exceed 25% of the floor area of the principal use to which it is accessory. An outdoor performing arts venue shall be a Commercial Recreation use with no acreage limitation and shall not be required to be accessory to any other use.

Zoning – Parcel A-E are zoned DC-1, Downtown Center and DC-2, Downtown Center by the city of St. Petersburg. The downtown has been an area of purposeful growth and transition for many years and continues to evolve into a vibrant urban scale, mixed-use, walkable district. The growth and transition has been guided by redevelopment plans and the land development regulations, and incentivized by strategic public investment in infrastructure, amenities, and economic development. DC development regulations allow a variety of uses, building heights, and architectural styles that promote an eclectic and dynamic development pattern.

The downtown center districts recognize the unique flavor of each area and scale down developments as they leave the intense core of the downtown and approach the neighborhoods to the north, south and west.

Downtown Center-1 (DC-1)

This district provides for intense mixed-use development which creates a strong mixture of uses that enhance and support the core. Office and other employment uses are encouraged. Development in this district provides appropriate pedestrian amenities, pedestrian linkages, ground level retail, and cultural activities. Buildings and streetscaping (both hardscape and landscape improvements) are designed in a manner that promotes a successful people-oriented downtown area as exemplified and defined in the intown and intown west redevelopment plans.

Downtown Center-2 (DC-2)

This district provides for intense residential development that still allows for a mixture of uses that enhance and support the core and surrounding neighborhoods, including the domed stadium. The district also allows support retail and office uses which assist the residents with the daily needs of living within this highly urbanized neighborhood. The district establishes performance standards and design guidelines appropriate to urban form residential buildings. Heights in this district begin to taper down as development sites become less proximate to the core and transition to surrounding neighborhoods. However, base setbacks still apply, creating a pedestrian scale environment at the sidewalk level.

ZONING, LAND USE PLANNING, CONCURRENCY: (Continued)

General use provisions based on approval process			
	FAR	DC-1	DC-2
Base approval	DC-1: 3.0 DC-2: 3.0	Enhanced street level requirements	Minimum 75% gross sf residential or hotel uses
Bonus approval, streamline	DC-1: 3.0-7.0 (E of MLK) DC-1: 3.0-5.0 (W of MLK) DC-2: 3.0-5.0	Minimum 5% gross sf non-residential	N/A
Bonus approval, public hearing	DC-1: 7.0+ (E of MLK) DC-1: 5.0-7.0 (W of MLK) DC-2: 5.0-7.0	Minimum 25% gross sf non-residential	SE required for nonresidential uses above 25% gross sf.

There is no minimum lot area in any downtown center district. Maximum density in any downtown center district shall be limited by FAR. Units per acre does not apply. Based on the Downtown Maximum Building Height map, the subject includes a base height of 300 feet. This height can increase between 300 feet to 375 feet with a streamline approval and above 375 feet with a public hearing approval.

First Avenue S and 16th Street S are considered “B” streets. As defined in the land development code, “Appropriate nonresidential, pedestrian-oriented uses shall include, but not be limited to, retail sales, service establishments, museums, commercial recreation, restaurants and bars, hotel lobbies, studios, and residential lobbies. Such pedestrian oriented uses shall be incorporated into no less than 20% of the linear building frontage abutting all pedestrian level “B” streets. Each of the foregoing pedestrian-oriented uses shall have a minimum average depth of 20 feet and shall meet all design guidelines.

	DC-1 (E of MLK)
Setbacks along streets, excluding alleys	
0-75 feet high	0 feet
Above 75 feet	10 feet
Distances between buildings	
Blank wall to blank wall, up to 75 feet high	0 feet
Blank or window wall to window all up to 75 feet high	15 feet
All conditions above 75 feet	60 feet
Maximum floor plate above 75 feet	30,000 sf

	DC-1 (W of MLK) and DC-2
Setbacks along streets, excluding alleys	
0-50 feet high	0 feet
Above 50 feet	10 feet
Distances between buildings	
Blank wall to blank wall, up to 50 feet high	0 feet
Blank or window wall to window wall up to 50 feet high	15 feet
All conditions 50 feet to 200 feet high	60 feet
All conditions above 200 feet	80 feet
Maximum floor plate above 50 feet	20,000 sf

ZONING, LAND USE PLANNING, CONCURRENCY: (Continued)

Parcel F is zoned Industrial Traditional by the city of St. Petersburg. The purpose and intent of the IT district is to permit rehabilitation, improvement and redevelopment in a manner that is consistent with the character of the neighborhood and respects adjacent residential uses. Traditional industrial areas consist of external areas which border residential or other uses, where buffering may be an issue, and internal areas which border only other industrial uses. Necessary buffering and transition differs between these two. This section:

1. Creates buffers and transitional zones between industrial corridors and abutting neighborhoods.
2. Provides standards and incentives for design including site planning, architectural design, signage and lighting; and
3. Establishes guidelines to shield storage areas, walls and fences to provide a better visual environment.

	IT
Minimum lot area (SF)s	N/A
Minimum lot width	60 feet
Maximum nonresidential intensity (FAR)	0.75
Maximum impervious surface area	0.95
Maximum Height	35 feet
Street side setback	10 feet

Concurrency – In accordance with Florida Statutes Section 163.3180, public facilities are necessary in order to achieve and maintain the adopted level of service standard. Sanitary sewer, solid waste, drainage and potable water public facilities and services are subject to concurrency requirements on a statewide basis. The statute provides local governments the option to determine concurrency standards for other public facilities such as transportation (roads), mass transit, parks and recreation facilities and schools. The subject can meet concurrency requirements.

Conclusion – The existing zoning and future land designations for the subject permit a variety of urban downtown uses with intensive FAR and height regulations. The subject could support a variety of high-rise and mid-rise downtown mixed-use developments.

Parcel:	A-F
Project:	Tropicana Field
County:	Pinellas

ASSESSED VALUES, TAXES AND SPECIAL ASSESSMENTS:

Parcel A

Taxing Authority -	Pinellas County, Florida
Property Folio. No. -	24-31-16-86381-001-0010
Tax Year -	2020

Assessed Value	\$2,943,550
Govt Exemption	<u>\$2,943,550</u>
Taxable Value	\$ 0

Parcel B

Taxing Authority -	Pinellas County, Florida
Property Folio. No. -	24-31-16-86381-002-0010
Tax Year -	2020

Assessed Value	\$108,535,551
Govt Exemption	<u>\$108,535,551</u>
Taxable Value	\$ 0

Parcel C

Taxing Authority -	Pinellas County, Florida
Property Folio. No. -	24-31-16-92418-001-0010
Tax Year -	2020

Assessed Value	\$1,800,946
Govt Exemption	<u>\$1,800,946</u>
Taxable Value	\$ 0

Parcel D

Taxing Authority -	Pinellas County, Florida
Property Folio. No. -	24-31-16-92418-002-0010
Tax Year -	2020

Assessed Value	\$478,252
Govt Exemption	<u>\$478,252</u>
Taxable Value	\$ 0

Parcel E

Taxing Authority -	Pinellas County, Florida
Property Folio. No. -	24-31-16-92418-003-0010
Tax Year -	2020

Assessed Value	\$7,820,212
Govt Exemption	<u>\$7,820,212</u>
Taxable Value	\$ 0

Parcel:	A-F
Project:	Tropicana Field
County:	Pinellas

ASSESSED VALUES, TAXES AND SPECIAL ASSESSMENTS: (Continued)

Parcel F

Taxing Authority -	Pinellas County, Florida
Property Folio. No. -	24-31-16-92418-004-0010
Tax Year -	2020

Assessed Value	\$311,680
Govt Exemption	<u>\$311,680</u>
Taxable Value	\$ 0

HISTORY OF PROPERTY:

This site was transferred from the city of St. Petersburg to Pinellas County on September 25, 2002 (OR Book 12289/1422). An Agreement for Sale was entered on October 17, 2002 (OR Book 12289/1392) between city of St. Petersburg and Pinellas County which states that the property was transferred to Pinellas County due to liability for the payment of ad valorem property taxes. Additionally, on October 17, 2002 a Tropicana Lease-Back and Management Agreement was entered between Pinellas County and city of St. Petersburg. Paragraph 15 of the Agreement for Sale states the following:

15. Provisions for Reacquisition

A. The County shall convey title to the Dome to the city upon the occurrence of one of more of the following events:

- i. The Dome becomes taxable because of the loss of the Dome's ad valorem tax immunity; or
- ii. The Devil Rays Agreement expires or is terminated; or
- iii. The law changes such that city ownership of the Dome would exempt the Dome or cause the Dome to be immune from ad valorem taxation; or
- iv. This Agreement or the Lease is terminated.

Thus, it is clear that the city of St. Petersburg has a reversionary interest in the subject property.

Parcel: A-F
 Project: Tropicana Field
 County: Pinellas

EXPOSURE TIME:

The value conclusion within this report has considered a typical exposure time of twelve to eighteen months to have expired prior to the effective date of valuation which is based upon general knowledge gained through our sales verification and interviews with market participants.

Exposure time is defined by the Dictionary of Real Estate Appraisal, 6th Edition as “the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.” Exposure time is always presumed to occur prior to the effective date of appraisal.

Marketing time is defined by the Dictionary of Real Estate Appraisal, 6th Edition as “an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.”

PUBLIC AND PRIVATE RESTRICTIONS:

There are no public or private restrictions that adversely affect the subject property.

HIGHEST AND BEST USE ANALYSES:

The definition of highest and best use is best defined as the reasonable, probable and legal use of vacant land and/or improved property that is physically possible, appropriately supported, financially feasible, and results in the highest value. The four criteria that must be met are physically possible, legally permissible, financially feasible, and maximum profitability. An improved property must be analyzed both as vacant and as improved with regard to its highest and best use.

As if Vacant

Legally Permissible – The subject parcels include the following zoning and future land use designations by the city of St. Petersburg.

Parcel	Zoning (St. Petersburg)	Future Land Use (St. Petersburg)
A	DC-1, Downtown Center	CBD, Central Business District
B	DC-1, Downtown Center DC-2, Downtown Center (from 4 th Ave./5 th Ave. South)	CBD, Central Business District
C	DC-2, Downtown Center	CBD, Central Business District
D	DC-2, Downtown Center	CBD, Central Business District
E	DC-2, Downtown Center	CBD, Central Business District
F	IT, Industrial Traditional	IG, Industrial General

Parcel: A-F
 Project: Tropicana Field
 County: Pinellas

HIGHEST AND BEST USE ANALYSES: (continued)

The DC-1 district provides for intense mixed-use development which creates a strong mixture of uses that enhance and support the core. The DC-2 district provides for intense residential development that still allows for a mixture of uses that enhance and support the core and surrounding neighborhoods

General use provisions based on approval process			
	FAR	DC-1	DC-2
Base approval	DC-1: 3.0 DC-2: 3.0	Enhanced street level requirements	Minimum 75% gross sf residential or hotel uses
Bonus approval, streamline	DC-1: 3.0-7.0 (E of MLK) DC-1: 3.0-5.0 (W of MLK) DC-2: 3.0-5.0	Minimum 5% gross sf non-residential	N/A
Bonus approval, public hearing	DC-1: 7.0+ (E of MLK) DC-1: 5.0-7.0 (W of MLK) DC-2: 5.0-7.0	Minimum 25% gross sf non-residential	SE required for nonresidential uses above 25% gross sf.

There is no minimum lot area in any downtown center district. Maximum density in any downtown center district shall be limited by FAR. Units per acre do not apply. Based on the Downtown Maximum Building Height map, the subject includes a base height of 300 feet. This height can increase between 300 feet to 375 feet with a streamline approval and above 375 feet with a public hearing approval.

Parcel F includes an IT, Industrial Traditional zoning and IG, Industrial General future land use both by the city of St. Petersburg. Parcel F is triangular in shape and would likely be limited in development potential compared to the balance of the site.

The legally permissible use of the subject site is for a variety of mid-rise and high-rise mixed use developments.

Physically Possible – Below is a list of the subject parcels

Parcel	Size (Ac)	Size (Sf)
A	4.104 Ac	178,776 Sf
B	60.835 Ac	2,649,973 Sf
C	2.291 Ac	99,777 Sf
D	0.616 Ac	26,827 Sf
E	10.966 Ac	477,679 Sf
F	<u>0.454 Ac</u>	<u>19,773 Sf</u>
Total	79.266 Ac	3,452,805 Sf

The subject tracts include adequate configuration, access and have public utilities. The physically possible uses which are legally permissible is for a variety of mid-rise and high-rise mixed-use developments.

Parcel: A-F
 Project: Tropicana Field
 County: Pinellas

HIGHEST AND BEST USE ANALYSES: (continued)

Financially Feasible – The subject parent tracts are essentially located at the northeast quadrant of Interstate 275 and Interstate 175 in downtown St. Petersburg. Downtown has several sub-districts to include Grand Central District, The Edge District, Central Arts District, Waterfront Arts District, Innovation District and the Warehouse Arts District. The subject is located south of the Edge District and the Grand Central District, east of the Warehouse Arts District and southwest of the Central Arts District. The subject neighborhood includes the following proposed projects, projects currently under construction and recently completed projects.

Proposed Projects		
Name	Location	Development
1000 1 st Ave. N	S/S of 1 st Ave. N west of 9 th St. N	Apartments – 15 stories, 256 units
The Vibe	SEC of 2 nd Ave. S & 4 th St. S	Apartments- 23 stories, 219 units
Tampa Bay Innovation Center	SWC of 4 th St. S & 11 th Ave. S	Office - 2 stories
Reflection	NEC of 3 rd Ave. N & 8 th St. N	Condos - 18 stories, 81 units
200 17 th Street N	NWC of 2 nd Ave. N & 17 th St. N	Apartments – 6 stories, 74 units
3 rd Ave. N & 5 th St. N	SEC of 3 rd Ave. N and 5 th St. N	Residential/Office – 21 stories, 270 units and 11,000 sf office
400 Central Ave. (Red Apple)	SWC of Central Ave. N and 4 th St. N	Hotel/Condo/Retail – 45 stories for 300 condos and 20 stories for 225 hotel rooms
770 Apartments	SEC 4 th Ave. N and 8 th St. N	Apartments – 7 stories, 126 units
900 Central Ave.	SWC of Central Ave. and 9 th St. N	Mixed Use – 12 stories, 209 units & 13,338 sf commercial
Domus Urbana	S/S of 3 rd Ave. S, east of 7 th St. S	Condos – 5 stories, 40 units
Sapphire Condominiums	SWC of 3 rd Ave. S and 6 th St. S	Condos – 6 stories, 11 units
Vela	NEC of 8 th St. S & Delmar Terrace S	Condos – 8 stories, 23, units
Orange Station (Police HQ)	NWC Central Ave. & 13 th St. N	Mixed Use - 9 stories, 86 units & 100,000 sf Office
The Edward	NEC of 5 th St. S & 2 nd Ave. S	Hotel - 8 stories, 83 units
The Edge Collective	NEC of 1 st Ave. S & 13 th St. S	Mixed Use - 6 stories, 161 hotel rooms and retail
The Julia	SWC of 1 st St. N & 4 th Ave. N	Residential - 19 stories, 15 units
The Balm Hotel	SEC of 1 st Ave. N & 11 th St. N	Hotel - 11 stories, 135 units
Ascent St. Petersburg (Greystar)	NWC of 1 st Ave. N & 2 nd St. N	Apartments/Hotels - 36 stories, 354 Apt., 172 units – Hotel, 6,600 sf commercial
450 1 st Ave. N	SEC of 1 st Ave. N & 5 th St. N	Mixed Use – 28 stories, retail, office, hotel and residential
Under construction		
Saltaire	Between 1 st St. S & 2 nd St. S, N of 4 th Ave. S	Condo - 35 stories, 192 units
Gallery 3100	SWC of Central Ave. & 31 st St. S	Apartments - 4 stories, 122 units
Uptown Kenwood	13 th Ave. N & 25 th St. N	Townhomes- 3 stories, 69 units
The Royal	NEC 4 th Ave. S & 6 th St. S	Townhomes- 4 stories, 13 units
The Mirror	W/S of Mirror Lake, S of 2 nd Ave. N	Office/Apts.- 6 stories, 10 units
Grand Central Brewhouse	S/S of Central Ave., W of 23 rd St. S	Brewery/Restaurant- 2 stories
Galaxy Hotel	NWC of 1 st St. N & 3 rd Ave. N	Hotel- 11 stories, 92 units
The District on 9 th	NWC of Dr. MLK & Arlington Ave. N	Mixed use – 4 stories, 34 units
Delmar 745	N/S of Delmar Terr, E of 8 th St. S	Apartments – 12 stories, 65 units

Parcel: A-F
 Project: Tropicana Field
 County: Pinellas

Recently Completed		
Vantage	NWC of 1 st Ave. N & 16 th St. N	Apartments - 11 stories, 211 units
Burlington Townhomes	NWC of Burlington & 8 th St. N	Townhomes – 3 stories, 24 units
Artistry Apartments	NWC of 16 th St. S & Central Ave. N	Apartments – 6 stories, 246 units
The Exchange Apartments	W/S of Dr. MLK, just N of 6 th Ave. S	Apartments- 5 stories, 132 units
Tru by Hilton	SEC of Central Ave. & 17 th St. S	Hotel- 7 stories, 132 units
1701 Central Ave.	NWC of Central Ave. and 17 th St. N	Apartments & Retail – 5 stories, 243 units

A development of the magnitude of the subject containing 79.266 acres with intensive development standards is rare and required a statewide search. The two most comparable projects would be Water Street in downtown Tampa and Miami Worldcenter in downtown Miami.

Water street project in Tampa is being developed by Jeff Vinik, owner of the Tampa Bay Lightning and Bill Gates, co-founder of Microsoft through a corporation called Strategic Property Partners. The partnership has been assembling land since 2007 and the Water Street master plan indicates approximately 9 million square feet of proposed improvements over 50± acres. The master plan indicates 2,000,000 square feet of office, 3,500 residential units, 1,420 hotel rooms, 1,000,000 square feet of retail/entertainment and 13 acres of open/green space.

Miami Worldcenter project in Miami is a joint venture between Art Falcone with Falcone Group and Nitin Motwani with Centurion Partners. This partnership has been assembling land since 2011 and the Miami Worldcenter will contain approximately 300,000 square feet of retail, 1,875 residential units, 2,050 hotel rooms, 500,000 square feet of expo space and 500,000 square feet of office space over 27± acres.

We have reviewed a Tropicana Field Concept Master Plan prepared by HKS. This concept plan depicts a new Tampa Bay Rays ballpark on 13.5 acres and on the balance of the land shows 700,000 square feet of retail, 3,200,000 square feet (3,000 units) of residential, 1,000,000 square feet for an institutional campus and 2,500,000 square feet of office/hotel uses or a total of 8,740,000 square feet. Excluding the Tampa Rays park on 13.5 acres, this plan indicates a FAR of approximately 3.1 on the balance of the land. This plan indicates the tallest structures east of Booker Creek tapering down as the property moves to the west. This is consistent with the St. Petersburg code requirements. This development concept appears reasonable.

The financially feasible use which is legally permissible and physically possible is for mixed-use development consisting of mid-rise and high-rise improvements.

Maximally Productive - The maximally productive use for the subject parent tract is for a mixed-use development consisting of mid-rise and high-rise improvements.

Parcel: A-F
 Project: Tropicana Field
 County: Pinellas

HIGHEST AND BEST USE ANALYSES: (continued)

As Improved

Legally Permissible – The subject parcels include the following zoning and future land use designations by the city of St. Petersburg.

Parcel	Zoning (St. Petersburg)	Future Land Use (St. Petersburg)
A	DC-1, Downtown Center	CBD, Central Business District
B	DC-1, Downtown Center DC-2, Downtown Center (from 4 th Ave./5 th Ave. South)	CBD, Central Business District
C	DC-2, Downtown Center	CBD, Central Business District
D	DC-2, Downtown Center	CBD, Central Business District
E	DC-2, Downtown Center	CBD, Central Business District
F	IT, Industrial Traditional	IG, Industrial General

The subject is improved with Tropicana Field and associated surface parking facilities. This park was constructed in 1990 and was known as the Suncoast Dome and later the Thunderdome. In 1996 the stadium was renamed to Tropicana Field after Tropicana Juice purchased the naming rights. This dome comprises approximately 737,200± square feet and is the home park for the Tampa Bay Rays. The improvements are legal under the existing zoning and future land use designations.

Physically Possible – The subject property consists of 79.266 acres. The stadium and parking amenities are physically possible and legally permissible uses on the subject.

Financially Feasible – As stated earlier, the subject neighborhood is experiencing tremendous development activity and the subject land includes significant entitlements. Depending on the location and size of the tracts, smaller downtown St. Petersburg tracts are obtaining \$100 per square foot to \$200 per square foot for mid-rise and high-rise developments. Due to the economics and desirability of downtown land, most arenas and/or stadiums that are located in downtown areas utilize structured parking garages to maximize development and minimize land area.

The subject seating capacity for baseball games stands at 25,025. In 2018 and 2019, the Tampa Bay Rays had the second lowest attendance per game at 14,259 and 14,552, respectively only behind the Miami Marlins at per attendance of 10,014 and 10,016, respectively. The major league average for attendance was 28,204 per game. Most of the new arenas and/or stadiums include the ability to host a variety of other type of events/concerts during off season to boost gross revenue. Although the subject improvements can host other events, the capabilities are limited. Given the above, the subject improvements are considered antiquated related to current baseball stadium standards. This coupled with the significant surface parking and land area to support the stadium, the feasibility of the improvements is questionable. We have utilized the Income Approach to estimate the value as improved.

HIGHEST AND BEST USE ANALYSES: (continued)

Potential Gross Revenue

Sources of revenue for a stadium owner includes ticket fees during events, event leases, naming rights, concession agreements and parking fees/leases. We have documented major league baseball teams selling structured parking garages to parking operators for large sums to pay down debt service.

The city of St. Petersburg and Tampa Bay Rays have a stadium use agreement which essentially pays the city a portion of ticket fees for events and a portion of the naming rights. Due to the low attendance of the Tampa Bay Rays, the below market naming rights agreement and limited capabilities for off season events/concerts, the annual revenue per seat for the subject improvements is below typical.

Every stadium agreement is unique due to the complexities of public-private partnerships and financing; however, below is a grid of financial components of other Florida facilities:

Venue	Naming Rights/year	Gross Operational Revenue	Seating Capacity	Revenue/seat
Tropicana Field – Tampa Bay Rays (subject)	\$1,860,295 (total) \$546,544 (to owner)	\$775,000	25,025	\$52.81/seat (\$1,321,544÷25,025)
Amway Center-Orlando Magic	\$4,600,000 (Magic)	\$5,800,000 (\$3,500,000 (\$15,000±/event avg.) + \$2,300,000 (Operating expense contribution by Magic out of Advertising revenue) Magic - \$20,000/event Concerts - \$65,000/event Community- \$15,000/event Graduation- \$3,000/event	18,000	\$322.22/seat (\$5,800,000÷18,000)
American Airlines Arena – Miami Heat	\$2,100,000-expired (asking \$6,000,000-owner, possible team split est. at 50%)	\$3,750,000* Heat - \$1,000,000/year Concerts/Events- \$2,750,000/year (estimated)	19,600	\$344.39/seat (\$6,750,000÷19,600)
Marlins Park – Miami Marlins	N/A	\$6,527,952 (\$2,641,977 stadium + \$3,885,975 parking)	37,442	\$174.35/seat
Raymond James – Tampa Bay Bucs	\$2,500,000 (Bucs)	\$3,500,000 + Other event revenue 67/33 revenue split above \$2,000,000 up to \$3,500,000. Total estimated \$5,175,000	65,618	\$78.87/seat
Exploria Stadium – Orlando City Soccer	\$2,000,000 (Orlando City)	\$925,000 (proposed)	25,500	N/A

*Miami-Dade County (owner) has received \$0 annually due to an unfavorable lease agreement.

HIGHEST AND BEST USE ANALYSES: (continued)

Due to the antiquated design of the subject stadium and the lack of city management control, the facility does not generate the attendance or the events to sustain a competitive stadium revenue. As a result of the increase in naming rights/advertising revenues, some jurisdictions that own stadiums are now negotiating rights to sell the name. The stadium operator has an advantage as they can tie the naming rights to suites, decks and terrace seating for a better long-term deal. The dilemma which exists for Tropicana Field is the naming rights amount is typically tied to the quantity of people which come to the facility. It would be difficult to obtain a high long-term naming rights deal with a national tenant due to the historically low attendance. In addition, the facility does not have the capabilities of hosting high quality concerts/events like Amway Center which generates revenue at \$65,000 per concert event.

Potential Gross Revenue

To maximize profitability, the market would likely retain control of the stadium in order to control ticket prices, concession rights, naming rights, advertising revenues and parking revenues. In the current lease agreement, the city receives approximately 29% of a below market naming rights deal and \$0.7839 per ticket with the balance going to the stadium operator. For many stadiums, the parking generates significant revenue. For example, Miami-Dade County draws almost \$3.9 million per year leasing structured parking garages to the Marlins. The owners of the St. Louis Cardinals in 1996 sold the structured parking garages for \$75,000,000 to Central Parking Corp which paid for 50% of their initial investment in the team. In 1996, those parking garages brought in \$12 million a year in revenue and \$8 million a year in operating income.

We have estimated potential gross revenue as follows:

Naming rights

Based on comparable naming right deals, we estimate the subject could obtain \$2,500,000 per year on a long-term deal. New facilities can bring substantially more. Depending on the stadium operator, the naming rights lessee could be enticed by additional advertising on luxury seating such as suites, decks and terraces. Miami-Dade County had an unfavorable lease agreement with the Miami Heat in regards to American Airlines Arena which resulted in no funds to the county for many years. At the end of the agreement, the County Commissioners recognized the poor lease arrangement and have decided to sell the naming rights and take 100% of the revenue. A split with the Miami Heat has been discussed if it results in a better deal. We believe a 50% share of the naming rights would be achievable for Tropicana Field, or \$1,250,000 ($\$2,500,000 \div 2$).

HIGHEST AND BEST USE ANALYSES: (continued)

Ticket Revenue

The subject's current agreement results in the city of St. Petersburg receiving \$0.7839 per ticket for baseball and non-baseball events. This situation is unfavorable as poor attendance or lack of quality scheduled events has resulted in lower revenue. The city of Orlando controls Amway Center and rents the facility per event. In 2017-2018, Amway Center hosted 275 events at an average of \$14,545 per event. In 2018-2019, the arena hosted 233 events at an average of \$15,021 per event. Unfortunately, Tropicana Field is of antiquated design and quality to draw consistent high-quality concert events, etc. In 2019, the city of St. Petersburg collected \$775,000 in ticket revenue for Tropicana Field events. This calculates to 988,647 tickets at \$0.7839. It would be reasonable for the market to project a 25% increase in ticket sales and a more favorable per ticket cut. Miami Marlins pay a base fee of \$2,641,977 and operate the stadium as they want. Miami Heat pay a user fee of \$1,000,000 for 50 events. The Miami Heat deal is somewhat misleading as they are using money from county provided subsidies. Orlando Magic pay a user fee of \$1,000,000 + \$2,300,000 for operating expenses for 50 events. An increase of ticket sales by 25% results in ticket sales of 1,235,809 ($988,647 \times 1.25$) at say \$1.25 per ticket equals \$1,544,761, rounded to \$1,500,000. This annual revenue/rent appears reasonable compared to the Marlins rent of \$2,641,977 for a new stadium.

Parking revenue

It could be argued that structured parking on Parcels A, C and E could dramatically alter the feasibility of the stadium as the eastern portion of Parcel B could be utilized for development and the city could sell the parking garages or lease the parking. However, we believe the design and quality of Tropicana Field lacks the luxury amenities to attract an attendance to justify this investment. Regardless, we have accounted for a portion of parking revenue in the above increase in ticket revenue to \$1.25 per ticket.

Summary of Revenues

Naming Rights	\$1,250,000
Ticket Revenue/User fee	<u>\$1,500,000</u>
Total	\$2,750,000

Vacancy & Collection Loss

We do not believe the market would recognize a vacancy and collection loss for the facility as the revenue estimate already accounts for a vacancy rate.

HIGHEST AND BEST USE ANALYSES: (continued)

Expenses

Operational expenses are substantial; however, the majority of the expenses are passed onto the stadium operator. Owner expenses typically include property insurance. However, the city of St. Petersburg is also paying for traffic control and an enterprise administration cost. We have reviewed stadium use agreements for other facilities and traffic control costs are typically paid by the stadium operator. The city of St. Petersburg actual annual insurance cost for the subject property is \$1,240,000. The actual property insurance for the new state of the art Amway Center in Orlando is \$372,269. Therefore, the disparity of insurance cost is significant and likely due to the location, age/construction quality of the facility. Since St. Petersburg likely quoted insurance with several companies, this insurance rate appears to be an acceptable estimate. We have added an expense rate of 5% for ancillary expenses such as administration fees, legal fees, management fees, etc.

Summary of Expenses

Insurance	\$1,240,000
Ancillary expenses (5% of EGI)	<u>\$ 137,500</u>
Total	\$ 1,377,500

Net Income

Deducting the expenses of \$1,377,500 from the potential gross income of \$2,750,000 results in a net income of \$1,372,500. As will be discussed in the land valuation section of this report, the underlying land approximates \$277,500,000 in value. The property would have to generate a net income of nearly \$13,900,000 at a 5% overall capitalization rate to become close to feasible. Therefore, it is apparent that the improvements do not contribute value to the underlying land.

The financially feasible use which is legally permissible and physically is demolition of the improvements to allow for redevelopment.

Maximally Productive - The maximally productive use for the subject as improved is for demolition of the existing stadium and site improvements to allow for redevelopment to the highest and best use as vacant.

HIGHEST AND BEST USE CONCLUSION:

The highest and best use for the subject tract is for a mixed-use development consisting of mid-rise and high-rise improvements. The highest and best use as improved is for demolition of the improvements to allow for redevelopment.

Parcel:	A-F
Project:	Tropicana Field
County:	Pinellas

APPROACHES TO VALUE USED AND EXCLUDED:

The only approach used to value the fee simple land is the Direct Sales Comparison Approach (Market Approach). The Cost Approach and the Income Approach are considered inappropriate as these approaches are not utilized by market participants in their buying and selling decisions of vacant land similar to the subject.

We have reviewed and researched various comparable land sales that have occurred within the State of Florida in order to estimate the value for the subject land. These sales were discovered through use of CoStar, Mapwise, Multiple Listing Services, Loopnet Real Estate Services, construction activity and interviews with market participants and real estate brokers and sales personnel. All of the selected sales were verified with either the grantee, grantor, broker, attorney, or a knowledgeable representative and confirmed through multiple listing services and/or public records. Additional information was also obtained from general contractors or engineers, when necessary.

LAND VALUATION:

For the valuation of the subject's underlying land, we have utilized the Direct Sales Comparison Approach, which is also called the Market Approach, on land that is vacant and unimproved. The Direct Sales Comparison Approach is based upon the economic Principle of Substitution; that a buyer would pay no more for a property than the cost of acquiring one of equal attractiveness or utility. Because the value of a property tends to be established by the prices of similar properties, the market value of a property is estimated by observing the selling prices of other similar properties that have previously sold in the marketplace.

The procedure followed by the appraiser utilizing the Direct Sales Comparison Approach includes:

1. Locating properties that are comparable to the subject property that have recently sold.
2. Examining bona fide nature, motivating forces, and terms of each transaction.
3. Comparing each sale property to the subject to judge any dissimilarities and their contributory effect on the transaction.
4. Formulating a conclusion concerning the value of the subject property based upon the sales indication.

Not all property transactions that are investigated by the appraiser will be used to form a value conclusion. Thus, a properly qualified comparable sale need not be identical to the subject, but should have the same highest and best use, and should be physically similar to the subject in factors affecting value, should be a recent transaction and should be a bona fide arm's length transaction as having transpired between fully informed parties free of any compulsion or abnormal pressure.

LAND VALUATION: (Continued)

In summary, the comparable sale properties must conform to the Market Value definition and should be in the same market as the subject property or in competing markets having similar influencing economic factors. For this analysis, we have analyzed sales that are similar to the subject in highest and best use. Land sales can be analyzed on a price per acre or price per square foot. We have interviewed market participants of the sales included in this report and the recognized unit price was price per acre. Thus, we have analyzed the sales on a price per acre.

A discussion of the sales, a sales grid and an adjustment section are as follows:

OKO Group – Vladislav Doronin sold on June 5, 2020 and was an assemblage of seven parcels by Fort Pruf Rock Trustee, LLC owned by the OKO Group and billionaire developer Vladislav Doronin for \$62,583,300. This site was located at the southwest corner of S. Federal Highway (SE 6th Avenue) and SE 6th Street in Fort Lauderdale, Florida. This sale was an arm's length transaction and sold cash to seller. This site was rectangular with 586± feet of frontage along the south side of SE 6th Street, 585± feet along the east side of SE 4th Avenue, 567± feet of frontage along the north side of SE 7th Street and 582± feet along the west side of S. Federal Avenue (SE 6th Avenue) containing 7.802 acres or 339,855 square feet. This site had a zoning of RAC-CC, City Center by the city of Fort Lauderdale with a future land use of Downtown Regional Activity Center also by the city of Fort Lauderdale. The site is planned for a large mixed-use development and indicated a unit price of \$8,021,443 per acre or \$184.14 per square foot.

Orlando Soccer Stadium sold between July 1, 2015 and September 22, 2016 and was a sale from the city of Orlando, Kim A. Li and Northbrook Properties to Orlando Soccer Stadium Land Company, LLC for \$28,624,000. This site was located at the southwest corner of W. Central Blvd. and S. Terry Avenue in Orlando, Florida. This sale was an arm's length transaction and sold cash to seller. This site was irregular with 750± feet of frontage along the south side of W. Central Blvd., 680± feet of frontage along the north side of W. Church Street, 550± feet of frontage along S. Terry Avenue and 613± feet of frontage along the east side of Glenn Lane containing 14.325 acres. This site had a zoning of PD/T/PH, Planned Development/Traditional City/Parramore Heritage and AC-2/T/PH, Urban Activity Center/Traditional City/Parramore Heritage both by the city of Orlando. Additionally, this site included city of Orlando future land use designations of Public/Recreational & Institutional and U-AC, Urban Activity Center (1.0 FAR). This site was subsequently improved with the Orlando City Soccer Stadium and indicated an unadjusted unit price of \$1,998,185 per acre or \$45.87 per square foot.

LAND VALUATION: (Continued)

Water Street is an assemblage of downtown Tampa properties from October 2007 to current. The owner of this development is Strategic Property Partners which consists of co-founder of Microsoft Bill Gates and Jeff Vinik, owner of the Tampa Bay Lighting. Parts of this large assemblage were non-arm's length, land leases and improved properties planned for renovation. The arm's length component of the land assemblage totals \$79,877,800 for 27.880 acres indicating a unit price of \$2,865,057 per acre. This unit price is somewhat misleading due to the inferior market conditions of many of the component transactions. Isolating transactions from 2014 to current indicates \$48,127,800 for 8.951 acres or \$5,376,807 per acre. The Water Street master plan indicates approximately 9 million square feet of improvements over 50± acres. The master plan indicates 2,000,000 square feet of office, 3,500 residential units, 1,420 hotel rooms, 1,000,000 square feet of retail/entertainment and 13 acres of open/green space. This project required a public-private partnership and had to do redesign the road grid and add infrastructure improvements. The acquired parcels consist of intensive zoning designations by city of Tampa to include CBD-2, Central Business District, PD-A, Planned Development Alternative and CD-3, Channel District. The future land use designations include Central Business District and Regional Mixed Use. Central Business District does not have a max FAR. Most of the proposed structures range between 20-30 stories.

Ybor Assemblage- Darryl Shaw is an assemblage of Ybor city properties from June 2014 to present. This assemblage is being purchased by Darryl Shaw, owner of BluePearl Veterinary Services. There are no immediate plans for development; however, at one point this location was planned for a new stadium for the Tampa Bay Rays. The project did not have enough public support to move forward. The transactions were confirmed to be arm's length and total \$49,087,500 for 19.990 acres. Additionally, Mr. Shaw is under contract on a 12.75 acre tract for \$28,569,500 (\$27,769,500 land plus \$800,000 resident re-location) which is scheduled to close in February. Thus, the total assemblage is \$77,657,000 for 32.74 acres, or \$2,371,930 per acre or \$54.45 per square foot. The acquired parcels consist of intensive zoning designations by city of Tampa to include Ybor city Districts YC-5, YC-6, YC-9 and RM-24, Residential Multiple Family. Additionally, the acquired parcels include future land use designations by the city of Tampa of CMU-35, Community Mixed Use-35, RMU-100, Regional Mixed Use-100, CC-35, Community Commercial-35 and GMU-24, General Mixed Use-24. The max FAR ratios for these parcels range between 1.5-3.5.

Parcel: A-F
Project: Tropicana Field
County: Pinellas

MARKET DATA GRID

	<u>Subject</u>	<u>OKO Group – Vladislav Doronin</u>	<u>Orlando Soccer Stadium</u>	<u>Water Street</u>	<u>Ybor Assemblage – Darryl Shaw</u>
Location	NEQ of I-275 & I-175, St. Petersburg, FL	SWC of S. Federal Highway (SE 6 th Ave.) & SE 6 th Street, Fort Lauderdale, FL	SWC of W. Central Blvd. & S. Terry Ave., Orlando, FL	Downtown Tampa/Sparkman Wharf area, generally at Channelside Dr. and S. Meridian Ave., Tampa, FL	Ybor city generally at Channelside Dr. & Adamo Dr., Tampa, FL
Date of Sale		6/5/2020	7/1/2015 - 9/22/2016	10/2007 to current (assemblage)	6/2014 to current (assemblage)
Utilities	All available	All available	All available	All available	All available
Sales Price	--	\$62,583,300	\$28,624,000	\$79,877,800 \$48,127,800 (2014-current)	\$49,087,500 + \$28,569,500 (contract) = \$77,657,000
Size	79.266 Ac	7.802 Ac	14.325 Ac	27.880 Ac 8.951 Ac (2014-current)	19.990 Ac + 12.75 Ac (contract) = 32.74 Ac
Frontage	Parcel A – 900.42' (1 st Ave. S) & 259.34' (16 th St. S); Parcel B – 1,081.41' (1 st Ave. S), 480' (4 th Ave. S), 200' (9 th St. S), 2,495.99' (I-175) & 1,003.26' (16 th St. S); Parcel C – 399.03' (1 st Ave. S), 250.00' (16 th St. S) & 250.00' (17 th St. S); Parcel D – 99.24' (2 nd Ave. S) & 270.06' (17 th St. S); Parcel E – 849.10' (3 rd Ave. S), 599.67' (16 th St. S), 579.29' (5 th Ave. S), 398.44' (I-175) & 330.16' (I-275); Parcel F – 347.12' (I-275) & 330' (19 th St. S)	586'± (SE 6 th St.), 585'± (SE 4 th Ave.), 567'± (SE 7 th St.) and 582'± (S. Federal Ave.)	750'± (W. Central Blvd.), 680'± (W. Church St.), 550'± (S. Terry Ave.) & 613'± (Glenn Lane)	Multiple. Area surrounding Amalie Arena/Sparkman Wharf	Multiple. Channelside Dr., Adamo Dr., Nuccio Parkway, E. 4 th Ave., etc.
Zoning/Future Land Use	DC-1, DC-2 & IT/CBD & IG	RAC-CC/DRAC	PD/T/PH & AC-2/T/PH/ Public/Recreational & Institutional & U-AC	CBD-2, PD-A & CD-3/CBD & RMU	YC-5, YC-6, YC-9 & RM-24/CMU-35, RMU-100, CC-35 & GMU-24
Retention	On-site	On-site	On-site	On-site	On-site
Price/Ac	N/A	\$8,021,443/Ac	\$1,998,185/Ac	\$2,865,057/Ac \$5,376,807/Ac (2014-current)	\$2,371,930/Ac
<u>Physical Comparisons</u>					
Location	NEQ of I-275 and I-175, City of St. Petersburg, FL	Similar	Slightly Inferior	Similar	Slightly Inferior
Zoning/Future Land Use	DC-1, DC-2 & IT/CBD & IG	Similar	Slightly Inferior	Similar	Slightly Inferior
Size/Configuration	79.266 Ac or 3,452,805 Sf	Superior	Superior	Slightly Superior	Slightly Superior
Net Comparison	N/A	Superior	Inferior	Slightly Superior	Inferior
Adj. Sales Price per Ac		\$8,021,443/Ac	\$1,998,185/Ac	\$2,865,057/Ac \$5,376,807/Ac (2014-current)	\$2,371,930/Ac

Parcel:	A-F
Project:	Tropicana Field
County:	Pinellas

LAND VALUATION: (Continued)

Elements of comparison such as property rights conveyed, financing terms, conditions of sale and market conditions are analyzed in sequence before the physical adjustments. No adjustment was required; however, the age of some of Water Street and Ybor Assemblage sales have been considered in the conclusion.

Comparisons:

Location:

The subject is located in the downtown core of the city of St. Petersburg with significant surrounding developments under construction and proposed. OKO Group assemblage and Water Street assemblage are considered similar downtown core locations in Fort Lauderdale and Tampa, respectively. The Orlando Soccer Stadium was located just west of the downtown core and Ybor Assemblage was located just north of the downtown core in Orlando and Tampa, respectively. These locations are considered slightly inferior to the subject property.

Zoning/Future land use:

The subject includes Downtown Center zoning districts with a small parcel zoned IT, Industrial Traditional by the city of St. Petersburg. Additionally, the subject includes future land use designations of Central Business District and a small parcel with Industrial General also by the city of St. Petersburg. The OKO Group and Water Street sales include similar zoning and future land use entitlements; however, the Orlando Soccer Stadium and Ybor Assemblage are considered slightly inferior in optimum development potential.

Size/Configuration:

The subject is a 79.266 acre site in the downtown core of St. Petersburg. A tract of land equivalent in size to the subject in a downtown core location is rare. The OKO Group, Water Street and Ybor Assemblage are true assemblages with likely plottage value. This is a consideration for the subject as the risk and time involved in assembling land is not necessary. A larger site will typically sell for a lower unit price than a smaller site and vice versa. A smaller site will typically sell for a higher unit price than a larger site. This is based on the theory of economy of scale. OKO Group at 7.802 acres and Orlando Soccer Stadium at 14.325 acres are considered superior to the subject in size. Water Street at 27.880 acres and Ybor Assemblage at 32.74 acres are slightly superior to the subject in size.

Parcel: A-F
 Project: Tropicana Field
 County: Pinellas

LAND VALUATION: (Continued)

Conclusion:

We have obtained other sales of large downtown properties which were also given consideration as follows:

Sale	Location	Date of Sale	Price	Land Size	Unit Price
Creative Village	SWQ of I-4 & Colonial Drive, Orlando.	2/2011	\$90,000,000 (reported)	68 Ac	\$1,323,529/Ac
Orlando Magic Entertainment Complex	NEC of Church St. & Division Ave., Orlando	11/2014-7/2020	\$21,517,700	12.22 Ac	\$1,760,859/Ac
Amway Center	SEC of Church St. & Division Ave., Orlando	2/2007	\$35,500,000	10.596 Ac	\$3,350,321/Ac
Orlando Sentinel site	SWC of SR 50 and Magnolia Ave., Orlando	7/2016	\$35,100,000	18.000 Ac	\$1,950,000/Ac
Miami Worldcenter	Downtown Miami, Biscayne Blvd. & 8 th St.	9/2011-1/2016	\$175,113,200	30.637 Ac	\$5,715,742/Ac

A buyer/developer of the subject will need to dedicate land, incur significant infrastructure expense and expect absorption of the development to take multiple years. Therefore, a buyer would not pay retail land prices based on smaller tracts in downtown St. Petersburg and would command a discount due to the cost, risk and time delay to develop the subject. However, consideration is given to these recent St. Petersburg sales as the master developer would ultimately sell off smaller tracts. Below is a grid summarizing some recent transactions in Downtown St. Petersburg.

Proposed Projects						
Name	Location	Development	Date of Sale	Price	Land Size	Price/Ac
1000 1 st Ave. N	S/S of 1 st Ave. N west of 9 th St. N	Apartments – 15 stories, 256 units	10/2020	\$12,000,000	1.352 Ac	\$8,875,740/Ac
The Vibe	SEC of 2 nd Ave. S & 4 th St. S	Apartments- 23 stories, 219 units	1/2018	\$5,800,000	0.803 Ac	\$7,222,914/Ac
3 rd Ave. N & 5 th St. N	SEC of 3 rd Ave. N and 5 th St. N	Residential/Office – 21 stories, 270 units and 11,000 sf office	7/2019	\$7,150,000	0.920 Ac	\$7,771,739/Ac
400 Central Ave. (Red Apple)	SWC of Central Ave. N and 4 th St. N	Hotel/Condo/Retail – 45 stories for 300 condos and 20 stories for 225 hotel rooms	4/2017	\$16,500,000	2.050 Ac	\$8,048,780/Ac
770 Apartments	SEC 4 th Ave. N and 8 th St. N	Apartments – 7 stories, 126 units	12/2018	\$1,800,000	0.664 Ac	\$2,710,843/Ac
900 Central Ave.	SWC of Central Ave. and 9 th St. N	Mixed Use – 12 stories, 209 units & 13,338 sf commercial	8/2019	\$5,750,000	0.768 Ac	\$7,486,979/Ac
The Edward	NEC of 5 th St. S & 2 nd Ave. S	Hotel - 8 stories, 83 units	5/2017	\$1,523,800	0.367 Ac	\$4,152,044/Ac
The Edge Collective	NEC of 1 st Ave. S & 13 th St. S	Mixed Use - 6 stories, 161 hotel rooms and retail	10/2019	\$13,000,000	1.445 Ac	\$8,996,540/Ac
The Julia	SWC of 1 st St. N & 4 th Ave. N	Residential - 19 stories, 15 units	3/2018	\$3,000,000	0.225 Ac	\$13,333,333/Ac

The Balm Hotel	SEC of 1 st Ave. N & 11 th St. N	Hotel - 11 stories, 135 units	1/2020	\$3,000,000	0.445 Ac	\$6,741,573/Ac
Ascent St. Petersburg (Greystar)	NWC of 1 st Ave. N & 2 nd St. N	Apartments/Hotels - 36 stories, 354 Apt., 172 units – Hotel, 6,600 sf commercial	12/2020	\$15,075,000	1.258 Ac	\$11,983,307/Ac
450 1 st Ave. N	SEC of 1 st Ave. N & 5 th St. N	Mixed Use – 28 stories, retail, office, hotel and residential	12/2019	\$5,300,000	0.640 Ac	\$8,281,250/Ac
Under construction						
Saltaire	Between 1 st St. S & 2 nd St. S, N of 4 th Ave. S	Condo - 35 stories, 192 units	10/2019	\$21,600,000	1.77 Ac	\$12,203,390/Ac
The Royal	NEC 4 th Ave. S & 6 th St. S	Townhomes- 4 stories, 13 units	1/2019	\$1,450,000	0.402 Ac	\$3,606,965/Ac
The District on 9 th	NWC of Dr. MLK & Arlington Ave. N	Mixed use – 4 stories, 34 units	9/2016	\$1,950,000	1.148 Ac	\$1,698,606/Ac
Delmar 745	N/S of Delmar Terr, E of 8 th St. S	Apartments – 12 stories, 65 units	4/2018	\$1,050,000	0.391 Ac	\$2,685,422/Ac
Recently Completed						
Vantage	NWC of 1 st Ave. N & 16 th St. N	Apartments - 11 stories, 211 units	8/2017	\$3,320,000	1.88 Ac	\$1,765,957/Ac
Artistry Apartments	NWC of 16 th St. S & Central Ave. N	Apartments – 6 stories, 246 units	1/2018	\$1,800,000	2.020 Ac	\$891,089/Ac
232 2 nd St. Condo Tower (Cancelled)	SWC of 3 rd Ave. N and 2 nd St. N	Condo, 25 stories, 100 units	9/2020	\$1,540,000	0.229 Ac	\$6,724,891/Ac
357 on 5 th (cancelled)	NWC of 4 th Ave. S & 5 th St. S	Condos- 7 stories, 13 units	10/2019	\$1,000,000	0.144 Ac	\$6,944,444/Ac
Hyatt Hotel	SEC of 1 st Ave. N & 2 nd St. S	Hotel - 14 stories, 174 units	1/2016	\$3,250,000	0.692 Ac	\$4,696,532/Ac
The Perry (cancelled)	S/S of 4 th Ave. NE, E of 1 st St. N	Condos- 12 stories, 22 units	6/2017	\$3,876,000	0.550 Ac	\$7,047,273/Ac
Tru by Hilton	SEC of Central Ave. & 17 th St. S	Hotel- 7 stories, 132 units	6/2018	\$1,775,000	0.450 Ac	\$3,944,444/Ac
Avanti Apartments	NWC of 3 rd Ave. S and 4 th St. S	Apartments - 9 stories, 366 units	4/2015	\$3,900,000	2.275 Ac	\$1,714,286/Ac
Bainbridge 930 Central Flats	N/S of 1 st Ave., W of Dr. MLK Blvd.	Mixed use- 6 stories, 218 units	8/2016	\$4,700,000	1.639 Ac	\$2,867,602/Ac
1701 Central Ave.	NWC of Central Ave. and 17 th St. N	Apartments & Retail – 5 stories, 243 units	8/2018	\$7,200,000	2.020 Ac	\$3,564,356/Ac
Icon Central	NWC of Central Ave. & 8 th St. N	Apartments – 15 stores, 368 units	12/2016	\$9,180,000	2.489 Ac	\$3,688,228/Ac

Based on all the available data, we concluded to a unit value of the subject tract at \$3,500,000 per acre.

Tropicana Field 79.266 Ac x \$3,500,000/Ac = \$277,431,000

Value without height restriction

Based on the Downtown Maximum Building Height map, the subject includes a base height of 300 feet. This height can increase between 300 feet to 375 feet with a streamline approval. Development above 375 feet would require public hearing approval.

Parcel: A-F
 Project: Tropicana Field
 County: Pinellas

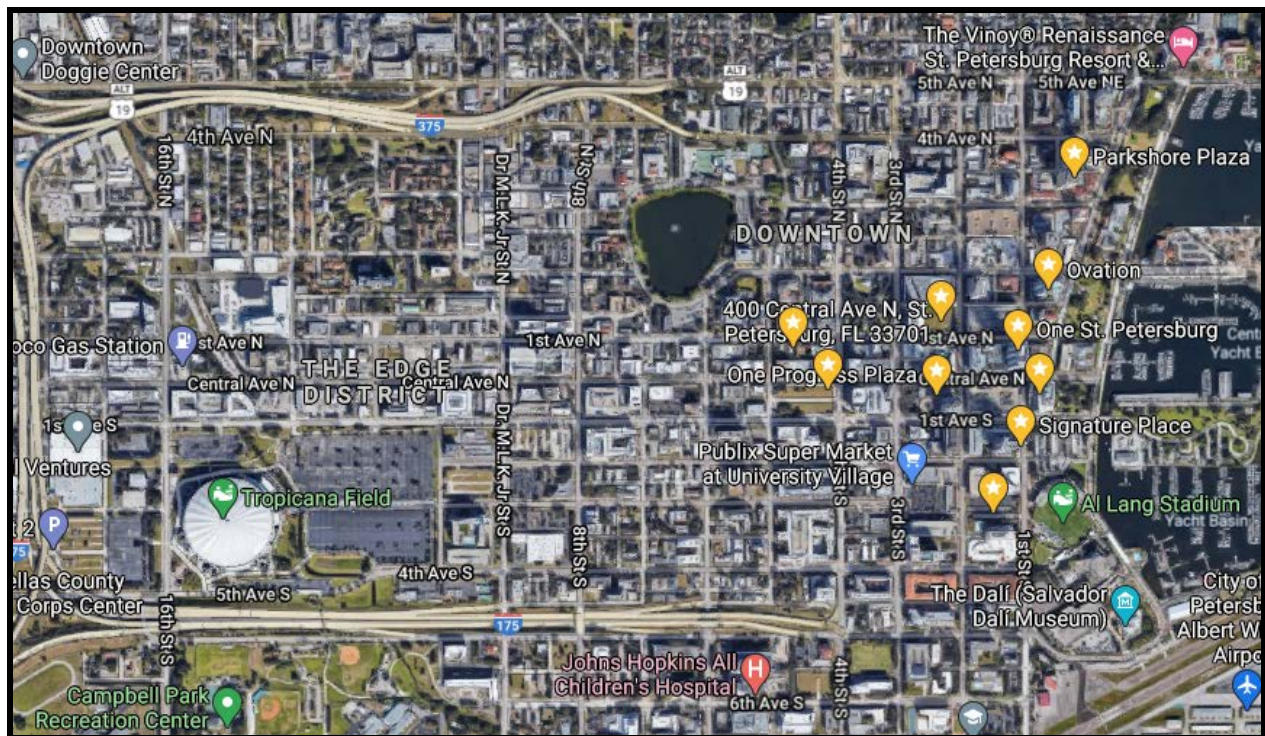
LAND VALUATION: (Continued)

Value without height restriction: (Continued)

The tallest buildings in downtown St. Petersburg are as follows

Project	Height	Stories
400 Central (proposed)	515 feet	45
One St. Petersburg	456 feet	41
Priatek Plaza	386 feet	28
Signature Place	381 feet	36
Ovation	358 feet	26
Ascent St. Petersburg	357 feet	36
Parkshore Plaza	355 feet	29
Saltaire (proposed)	350 feet	35
Bayfront Tower	333 feet	29
450 1 st Ave. N (proposed)	330 feet	28

As indicated in the below map, the majority of the tallest buildings are proximate to Tampa Bay in the Waterfront Arts District with 450 1st Ave. N in the Central Arts District. This development trend is not surprising as developers can sell water view condo units. Given the size of the subject, the property would likely take on a new downtown district. Due to the mid-rise developments in the Edge District and Grand Central District and proximity to the elevated limited access roadways, the land area west of Booker Creek would likely be mid-rise development such as apartment, hotel, mixed-use development. Code requirement allows a base height up to 300 feet on the subject. This height can increase between 300 feet to 375 feet with a streamline approval. As indicated above, only four projects exceed this height threshold. So, removing the height requirement would not materially increase the development threshold. However, a mixed-use development scenario could maximize some towers east of Booker creek and exceed the 375 feet. The subject land east of Booker Creek contains approximately 31.84 acres. The northeast 7.28 acres would be the most likely location for one or more high-rise developments.



LAND VALUATION: (Continued)

Value without height restriction: (Continued)

As indicated in the St. Petersburg sales and the tallest buildings chart, the associated price per acre for 400 Central, Saltaire, Ascent St. Petersburg and 450 1st Ave. are as follows:

400 Central	\$8,048,780/Ac
Ascent St. Petersburg	\$11,983,307/Ac
Saltaire	\$12,203,390/Ac
450 1 st Avenue N	\$8,281,250/Ac

These transactions are at the upper end of the range due to the higher yield. Thus, no height restriction would be enticing for a developer if the city of St. Petersburg waived height restrictions. However, the question is: Would a developer pay a premium for the opportunity to build one of the top four tallest buildings in St. Petersburg? Based on available data and the size of the project, a premium would be minimal, if any. Significant demand in the subject location for properties in excess of 375 feet is not apparent. Regardless, the 7.28 acres that would most likely support high-rise uses is 9.1% of the overall subject parent tract.

We have conducted a matched pair comparison located below to derive a premium for high rise development. We have compared sales below the subject's base height of 300 feet to sales that exceed the subject's base height. It is important to note that heights above 300 feet might be achievable through streamline approval (300-375) or public hearing (375+) but include risk and uncertainty.

	450 1 st Ave. N (12/2019 - \$8,281,250/Ac) 28 stories (0.640 Ac)
900 Central Ave. 8/2019- \$7,486,979/Ac 12 stories (0.768 Ac)	+10.6%
The Perry 6/2017- \$7,047,273/Ac 12 stories (0.550 Ac)	+17.5%
232 2 nd St. Condo Tower 9/2020- \$6,724,891/Ac 25 stories (0.229 Ac)	+23.1%
The Balm Hotel 1/2020- \$6,741,573/Ac 11 stories (0.445 Ac)	+22.8%
The Julia 3/2018- \$13,333,333/Ac 19 stories (0.225 Ac)	0%
The Vibe 1/2018- \$7,222,914/Ac 23 stories (0.803 Ac)	+14.7%

LAND VALUATION: (Continued)

This comparison ranges from 0% to +23.1% as a height premium above 300 feet.

Based on the above comparison, we believe an appropriate premium for no height restriction is 10% applicable to only 7.28 acres. Since the 7.28 acres of the subject are a component part of the overall 79.266 acres, this area would be valued at $1.10 \times \$3,500,000/\text{Ac}$, or \$3,850,000 per acre

Tropicana Field	7.28 Ac	x \$3,850,000/Ac =	\$ 28,028,000
(No height restriction)	71.986 Ac	x \$3,500,000/Ac =	<u>\$251,951,000</u>
Total	79.266 Ac		\$279,979,000

RECONCILIATION OF THE APPROACHES:

Reconciliation is a process of weighing the indicators of value by the different approaches to estimate one value for the subject property. Its essence is to develop one defensible, rational conclusion, which approximates the one value as defined by the appraiser.

The indicated value by each approach is as follows:

Height Restriction

Cost Approach	N/A
Market Approach	\$277,431,000
Income Approach	N/A

No Height Restriction

Cost Approach	N/A
Market Approach	\$279,979,000
Income Approach	N/A

We have weighed the relative significance of each approach to value by asking the following questions:

1. Which one of the three approaches to value do the typical purchasers of this type of property and class of property consider most important?
2. What figure within the bracket can be most convincingly supported by facts?

The Market Approach or Sales Comparison Approach is the only reliable indication of value for the subject land.

Parcel: A-F
Project: Tropicana Field
County: Pinellas

RECONCILIATION OF THE APPROACHES: (Continued)

Therefore, the indicated value of the subject parent tract as of January 14, 2021 is:

Height Restriction

TWO HUNDRED SEVENTY-SEVEN MILLION FOUR HUNDRED
THIRTY-ONE THOUSAND AND NO/100 DOLLARS
(\$277,431,000.00)

No Height Restriction

TWO HUNDRED SEVENTY-NINE MILLION NINE HUNDRED
SEVENTY-NINE THOUSAND AND NO/100 DOLLARS
(\$279,979,000.00)

Allocation of Land, Buildings, Structures, and Other Improvements:

The above values of \$277,431,000 and \$279,979,000 are all attributable to land.

Parcel: A-F
Project: Tropicana Field
County: Pinellas

ADDENDA

Area Data
Map of Comparable Land Sales
Copies of Comparable Land Sales (data) used in Direct Comparison
Appraiser Qualifications

Pinellas County

Florida's 6th most populous county
with 4.6% of Florida's population



Population

Census Population	Pinellas County	Florida
1980 Census	728,531	9,746,961
1990 Census	851,659	12,938,071
% change 1980-90	16.9%	32.7%
2000 Census	921,495	15,982,824
% change 1990-00	8.2%	23.5%
2010 Census	916,542	18,801,332
% change 2000-10	-0.5%	17.6%
Age		
% Under 18 years of age	17.8%	21.3%
% 65 years of age and over	21.2%	17.3%
Race & Ethnicity		
% White alone	82.1%	75.0%
% Black or African American alone	10.3%	16.0%
% Hispanic or Latino (of any race)	8.0%	22.5%
Estimates and Projections		
2019 Estimate	978,045	21,208,589
% change 2010-19	6.7%	12.8%
2020 Estimate	984,054	21,596,068
% change 2019-20	0.6%	1.8%
Based on 2019 Estimate		
2025	1,014,418	23,130,870
2030	1,035,645	24,426,178
2035	1,051,332	25,497,950
2040	1,066,631	26,428,726
2045	1,080,639	27,266,909
2019 Median Age	48.5	41.7
Density		
Persons per square mile		
2000	3,292.0	296.4
2010	3,347.5	350.6
2019	3,572.4	399.7

Population Characteristics

	Pinellas County	Florida
Language spoken at home other than English		
Persons aged 5 and over	14.4%	29.4%
Place of birth		
Foreign born	12.1%	20.7%
Veteran status		
Civilian population 18 and over	10.4%	8.6%

Households and Family Households

Households	Pinellas County	Florida
Total households, 2000 Census	414,974	6,338,075
Family households, 2000 Census	243,339	4,210,760
% with own children under 18	37.7%	42.3%
Total households, 2010 Census	415,876	7,420,802
Family households, 2010 Census	234,268	4,835,475
% with own children under 18	35.3%	40.0%
Average Household Size, 2010 Census	2.16	2.48
Average Family Size, 2010 Census	2.79	3.01

Real Gross Domestic Product

Real GDP (Thousands of Chained 2012 Dollars)	Pinellas County	Florida
2015 GDP	43,019,505	842,269,369
Percent of the State	5.1%	
2016 GDP	43,984,792	870,963,202
Percent of the State	5.1%	
2017 GDP	44,691,305	901,903,549
Percent of the State	5.0%	
2018 GDP	46,355,263	936,580,274
Percent of the State	4.9%	
2019 GDP	47,873,967	963,255,865
Percent of the State	5.0%	
Housing Counts	Pinellas County	Florida
Occupied	414,968	6,337,929
Owner-occupied	293,866	4,441,799
Renter-occupied	121,102	1,896,130
Vacant	66,605	965,018
Housing units, 2010 Census	503,634	8,989,580
Occupied	415,876	7,420,802
Owner-occupied	280,458	4,908,979
Renter-occupied	135,418	2,421,823
Vacant	87,758	1,568,778
Units Permitted		
1990	4,290	126,384
2000	2,776	155,269
2010	697	38,679
2011	355	42,360
2012	1,561	64,810
2013	3,055	86,752
2014	1,733	84,075
2015	3,097	109,924
2016	2,398	116,240
2017	1,900	122,719
2018	2,509	144,427
2019	3,444	154,302

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption. Census counts may be corrected for Census Count Question Resolution (CCQR).

Employment and Labor Force

Establishments 2019 preliminary	Pinellas County	Florida	Establishments % of All Industries, 2019 preliminary	Pinellas County	Florida
All industries	34,953	728,687	All industries	34,953	728,687
Natural Resource & Mining	44	5,301	Natural Resource & Mining	0.1%	0.7%
Construction	3,309	75,725	Construction	9.5%	10.4%
Manufacturing	1,333	20,782	Manufacturing	3.8%	2.9%
Trade, Transportation and Utilities	6,136	140,766	Trade, Transportation and Utilities	17.6%	19.3%
Information	538	11,897	Information	1.5%	1.6%
Financial Activities	4,138	77,987	Financial Activities	11.8%	10.7%
Professional & Business Services	8,424	174,242	Professional & Business Services	24.1%	23.9%
Education & Health Services	4,126	77,515	Education & Health Services	11.8%	10.6%
Leisure and Hospitality	3,254	59,068	Leisure and Hospitality	9.3%	8.1%
Other Services	2,826	57,596	Other Services	8.1%	7.9%
Government	185	6,044	Government	0.5%	0.8%

Average Annual Employment % of All Industries, 2019 preliminary	Pinellas County	Florida	Average Annual Wage 2019 preliminary	Pinellas County	Florida
All industries	440,096	8,878,680	All industries	\$50,799	\$51,761
Natural Resource & Mining	0.0%	0.8%	Natural Resource & Mining	\$40,665	\$35,649
Construction	5.4%	6.3%	Construction	\$50,363	\$52,926
Manufacturing	7.5%	4.3%	Manufacturing	\$65,512	\$63,883
Trade, Transportation and Utilities	17.0%	20.3%	Trade, Transportation and Utilities	\$42,032	\$46,237
Information	1.6%	1.6%	Information	\$69,312	\$86,109
Financial Activities	7.3%	6.6%	Financial Activities	\$71,331	\$77,030
Professional & Business Services	16.8%	15.7%	Professional & Business Services	\$61,265	\$63,747
Education & Health Services	17.7%	14.9%	Education & Health Services	\$52,648	\$52,050
Leisure and Hospitality	13.5%	14.2%	Leisure and Hospitality	\$25,308	\$26,681
Other Services	3.1%	3.2%	Other Services	\$38,417	\$37,972
Government	9.9%	12.1%	Government	\$54,264	\$55,897

Industries may not add to the total due to confidentiality and unclassified.

Labor Force as Percent of Population Aged 18 and Older	Pinellas County	Florida	Unemployment Rate	Pinellas County	Florida
1990	60.4%	64.3%	1990	4.7%	6.1%
2000	63.3%	63.7%	2000	3.3%	3.7%
2010	61.7%	62.2%	2010	10.8%	11.1%
2019	60.8%	61.2%	2019	3.0%	3.1%

Income and Financial Health

Personal Income (\$000s)	Pinellas County	Florida	Per Capita Personal Income	Pinellas County	Florida
1990	\$18,163,437	\$257,571,430	1990	\$21,215	\$19,763
2000	\$29,848,128	\$472,238,563	2000	\$32,368	\$29,428
2010	\$38,272,377	\$725,074,023	2010	\$41,763	\$38,475
2011	\$39,909,943	\$764,633,664	2011	\$43,453	\$40,131
% change 2010-11	4.3%	5.5%	% change 2010-11	4.0%	4.3%
2012	\$39,919,979	\$793,428,830	2012	\$43,314	\$41,115
% change 2011-12	0.0%	3.8%	% change 2011-12	-0.3%	2.5%
2013	\$40,296,700	\$795,425,004	2013	\$43,404	\$40,696
% change 2012-13	0.9%	0.3%	% change 2012-13	0.2%	-1.0%
2014	\$43,208,348	\$856,161,773	2014	\$46,143	\$43,140
% change 2013-14	7.2%	7.6%	% change 2013-14	6.3%	6.0%
2015	\$45,692,755	\$914,928,403	2015	\$48,247	\$45,273
% change 2014-15	5.7%	6.9%	% change 2014-15	4.6%	4.9%
2016	\$47,088,953	\$949,717,988	2016	\$49,057	\$46,073
% change 2015-16	3.1%	3.8%	% change 2015-16	1.7%	1.8%
2017	\$49,882,382	\$1,016,818,999	2017	\$51,513	\$48,504
% change 2016-17	5.9%	7.1%	% change 2016-17	5.0%	5.3%
2018	\$52,313,463	\$1,082,702,187	2018	\$53,762	\$50,964
% change 2017-18	4.9%	6.5%	% change 2017-18	4.4%	5.1%
2019	\$54,216,585	\$1,125,984,012	2019	\$55,607	\$52,426
% change 2018-19	3.6%	4.0%	% change 2018-19	3.4%	2.9%

Earnings by Place of Work (\$000s)	Pinellas County	Florida	Median Income	Pinellas County	Florida
1990	\$9,837,253	\$161,135,722	Median Household Income	\$54,090	\$55,660
2000	\$19,562,803	\$308,751,767	Median Family Income	\$72,411	\$67,414
2010	\$23,765,569	\$438,991,235			
2011	\$23,598,547	\$450,502,115			
% change 2010-11	-0.7%	2.6%			
2012	\$24,516,594	\$468,412,894			
% change 2011-12	3.9%	4.0%			
2013	\$24,963,730	\$482,900,406			
% change 2012-13	1.8%	3.1%			
2014	\$26,166,905	\$512,381,351			
% change 2013-14	4.8%	6.1%			
2015	\$27,766,544	\$544,423,234			
% change 2014-15	6.1%	6.3%			
2016	\$28,890,426	\$568,848,341			
% change 2015-16	4.0%	4.5%			
2017	\$29,998,805	\$602,210,803			
% change 2016-17	3.8%	5.9%			
2018	\$31,664,194	\$639,710,580			
% change 2017-18	5.6%	6.2%			
2019	\$33,083,708	\$672,454,824			
% change 2018-19	4.5%	5.1%			

Percent in Poverty, 2019	Pinellas County	Florida
All ages in poverty	11.4%	12.7%
Under age 18 in poverty	14.9%	18.2%
Related children age 5-17 in families in poverty	14.4%	16.9%

Personal Bankruptcy Filing Rate (per 1,000 population)	Pinellas County	Florida
12-Month Period Ending Sep. 30, 2019	1.99	2.09
12-Month Period Ending Sep. 30, 2020	1.64	1.78
State Rank	17	NA
NonBusiness Chapter 7 & Chapter 13		

Workers Aged 16 and Over	Pinellas County	Florida
Place of Work in Florida		
Worked outside county of residence	13.3%	18.2%
Travel Time to Work		
Mean travel time to work (minutes)	24.5	27.8

Reported County Government Revenues and Expenditures

Revenue 2017-18			Expenditures 2017-18		
Total - All Revenue Account Codes (\$000s)	Pinellas County	Florida*	Total - All Expenditure Account Codes (\$000s)	Pinellas County	Florida*
Per Capita \$	\$1,575,730.8	\$44,214,365.8	Per Capita \$	\$1,511,012.41	\$41,792,449.68
% of Total	100.0%	100.0%	% of Total	100.0%	100.0%
Taxes (\$000s)	\$692,452.5	\$14,725,283.7	General Government Services** (\$000s)	\$270,372.09	\$7,105,044.04
Per Capita \$	\$713.48	\$740.42	Per Capita \$	\$278.58	\$357.26
% of Total	43.9%	33.3%	% of Total	17.9%	17.0%
Permits, Fee, and Special Assessments (\$000s)	\$32,703.7	\$2,064,228.9	Public Safety (\$000s)	\$547,758.86	\$10,202,428.55
Per Capita \$	\$33.70	\$103.79	Per Capita \$	\$564.39	\$513.00
% of Total	2.1%	4.7%	% of Total	36.3%	24.4%
Intergovernmental Revenues (\$000s)	\$134,402.8	\$4,552,371.7	Physical Environment (\$000s)	\$294,007.11	\$4,910,992.05
Per Capita \$	\$138.48	\$228.90	Per Capita \$	\$302.93	\$246.94
% of Total	8.5%	10.3%	% of Total	19.5%	11.8%
Charges for Services (\$000s)	\$596,156.8	\$13,745,670.4	Transportation (\$000s)	\$105,858.50	\$5,056,604.18
Per Capita \$	\$613.23	\$691.16	Per Capita \$	\$109.07	\$254.26
% of Total	37.8%	31.1%	% of Total	7.0%	12.1%
Judgments, Fines, and Forfeits (\$000s)	\$7,832.4	\$198,680.9	Economic Environment (\$000s)	\$96,480.62	\$1,566,748.75
Per Capita \$	\$8.07	\$9.99	Per Capita \$	\$99.41	\$78.78
% of Total	0.5%	0.4%	% of Total	6.4%	3.7%
Miscellaneous Revenues (\$000s)	\$77,193.5	\$1,189,350.3	Human Services (\$000s)	\$65,960.89	\$3,545,609.16
Per Capita \$	\$79.54	\$59.80	Per Capita \$	\$67.96	\$178.28
% of Total	4.9%	2.7%	% of Total	4.4%	8.5%
Other Sources (\$000s)	\$35,989.1	\$7,738,780.0	Culture / Recreation (\$000s)	\$31,320.30	\$1,704,980.28
Per Capita \$	\$37.08	\$389.12	Per Capita \$	\$32.27	\$85.73
% of Total	2.3%	17.5%	% of Total	2.1%	4.1%
			Other Uses and Non-Operating (\$000s)	\$29,509.16	\$6,807,083.14
			Per Capita \$	\$30.41	\$342.28
			% of Total	2.0%	16.3%
			Court-Related Expenditures (\$000s)	\$69,744.89	\$892,959.54
			Per Capita \$	\$71.86	\$44.90
			% of Total	4.6%	2.1%

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

Quality of Life

	Pinellas County	Florida
Crime		
Crime rate, 2019 (index crimes per 100,000 population)	2,689.5	2,551.1
Admissions to prison FY 2019-20	1,086	21,276
Admissions to prison per 100,000 population FY 2019-20	110.4	98.5

State Infrastructure

	Pinellas County	Florida
Transportation		
State Highway		
Centerline Miles	221.3	12,128.1
Lane Miles	1,081.0	45,030.3
State Bridges		
Number	186	7,044

State Facilities

Buildings/Facilities (min. 300 Square Feet)		
Number	107	9,630
Square Footage	961,018	66,989,245

Conservation Land (land acres only)

State-Owned (includes partially-owned)	13,494	5,383,024
% of Total Conservation Land (CL)	77.9%	51.6%
% of Total Area Land	7.7%	15.7%
% of Florida State-Owned CL	0.3%	

State-Managed	1,413	5,486,474
% of Total Conservation Land (CL)	8.2%	52.6%
% of Total Area Land	0.8%	16.0%
% of Florida State-Managed CL	0.0%	

Health Insurance Status

	Pinellas County	Florida
Percent Insured by Age Group		
Under 65 years	84.8%	83.9%
Under 19 years	93.1%	92.4%
18 to 64 years	82.4%	80.8%

State and Local Taxation

	Pinellas County	
2019 Ad Valorem Millage Rates		
County-Wide	5.2755	1.6483
School	6.5840	
Municipal		4.0031
Special Districts	1.2767	0.9728

*MSTU included in Not County-Wide "County" category

Education

	Pinellas County	Florida
Public Education Schools		
Traditional Setting (2019-20)		
Total (state total includes special districts)	146	3,721
Elementary	78	1,878
Middle	19	575
Senior High	27	713
Combination	22	555

Educational attainment

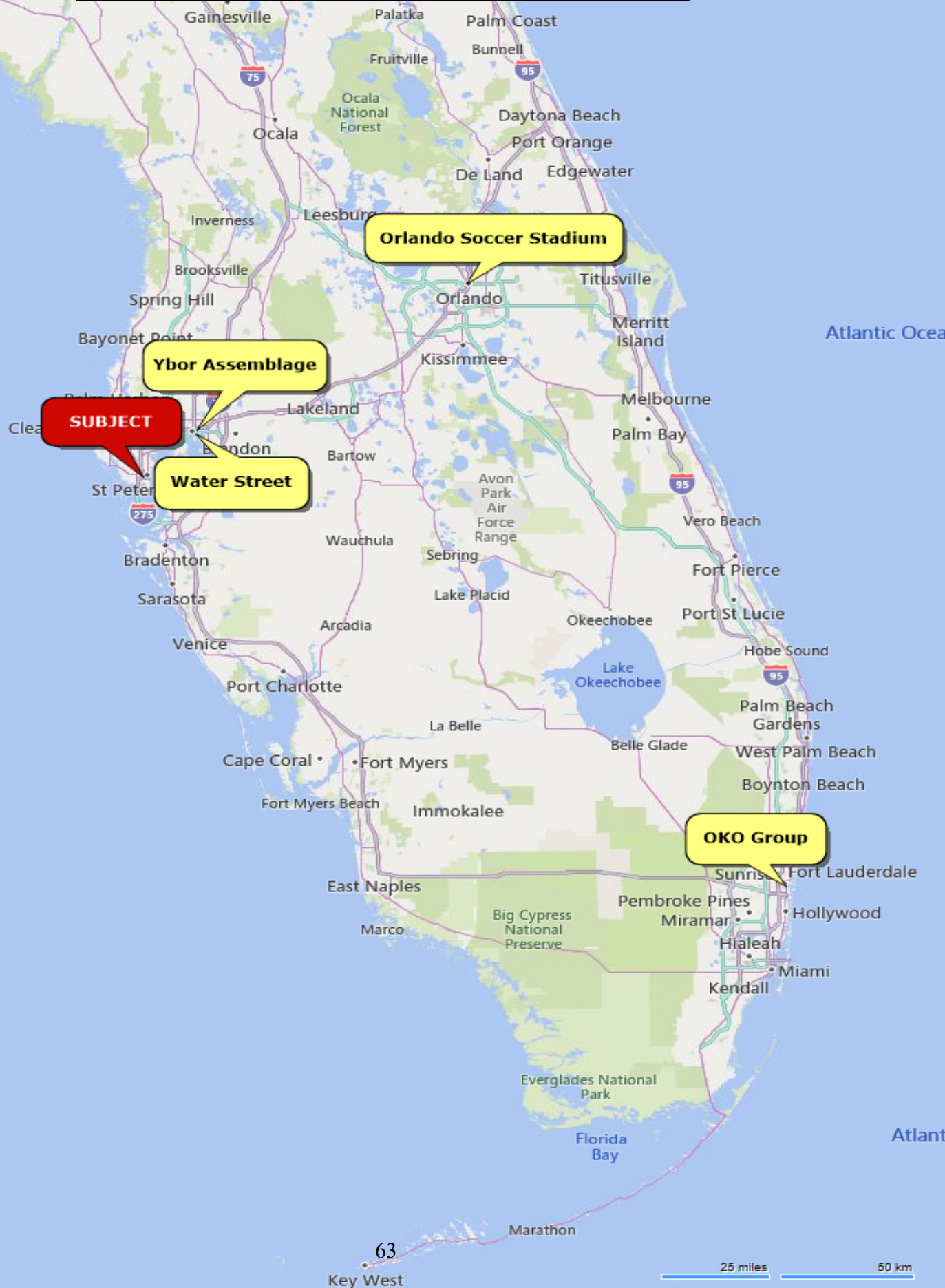
	Pinellas County	Florida
Persons aged 25 and older		
% HS graduate or higher	91.3%	88.2%
% bachelor's degree or higher	31.7%	29.9%

Prepared by:
Florida Legislature
Office of Economic and Demographic Research
111 W. Madison Street, Suite 574
Tallahassee, FL 32399-6588
(850) 487-1402 <http://edr.state.fl.us>



December 2020

COMPARABLE LAND SALES MAP



VACANT LAND SALES DATA SHEET

Sale No. OKO Group – Vladislav Doronin

Location: Southwest corner of S. Federal Highway (SE 6th Avenue) and SE 6th Street in Fort Lauderdale, Florida.

Tax ID #: Multiple

Grantor: Scherer Realty, LLLP (#116543965)
Dixie Land Holdings, LLC (#116543973)
616 SE 4th Avenue, LLC (#116543981)
Michael Buckley, Patricia B. Norris, Kathleen Buckley Rice, Stephen C. Buckley, Maureen Buckley, John K. Buckley and Paul C. Buckley (#116543976)
Kathleen Buckley Rice, Stephen C. Buckley, Maureen Buckley, John K. Buckley and Paul C. Buckley (#116543979)
Jay Mark 500 SE 6th St., LLC (#116543967)
SNB 400, LLC (#116543970)

Grantee: Fort Pruf Rock Trustee, LLC

Sale Date: June 5, 2020

Sale Price: \$62,583,300

Zoning/FLU This site had a zoning of RAC-CC, City Center by the city of Fort Lauderdale with a future land use of Downtown Regional Activity Center also by the city of Fort Lauderdale.

Financing: Cash to Seller

Verification: Steven Hyatt, broker

Date of Inspection: January 10, 2021

Size of Property: 7.802 Ac (586'± SE 6th Street, 585'± SE 4th Avenue, 567'± SE 7th Street and 582'± S. Federal Avenue)

Unit Price: \$8,021,443/Ac

Utilities: All available

Notes: This sale was improved with a bank and multiple commercial improvements. The demolition costs did not impact the purchase price. The site is planned for a high-rise mixed use project.



Prepared by:
Joseph M. Balocco, Jr., Esq.
Joseph M. Balocco, Jr., P.A.
4332 East Tradewinds Avenue
Lauderdale By-The-Sea, FL 33308

Return to:
Steve Bassin, Esq.
Greenberg Traurig, P.A.
333 SE 2nd Avenue
Suite 4400
Miami, FL 33131

3280487195C

SPECIAL WARRANTY DEED TO TRUSTEE UNDER LAND TRUST AGREEMENT

THIS INDENTURE, made this 5th day of June, 2020, BETWEEN **SCHERER REALTY, LLLP**, a Florida limited liability limited partnership, whose post office address is: 633 S Federal Highway, 6th Floor, Fort Lauderdale, FL 33301 ("**Grantor**"), and **FORT PRUF ROCK TRUSTEE LLC**, a Delaware limited liability company, as trustee ("**Trustee**") of the Fort Pruf Rock Land Trust pursuant to that certain Fort Pruf Rock Land Trust Agreement (as the same may be modified, amended, restated and supplemented from time to time, the "**Trust Agreement**") dated as of June 5th, 2020 ("**Grantee**"), whose mailing address is c/o OKO Group LLC, 4100 NE 2nd Avenue, Suite 307, Miami, FL 33137:

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN and 00/100 (\$10.00) DOLLARS, and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit (the "**Property**"):

See attached Legal Description as Exhibit "A"

Parcel Identification Nos: 504210-1D-0011, 504210-56-0100, 504210-1D-0010, 504210-1D-0021, 504210-1D-0020, 504210-1D-0030, 504210-58-0110, 504210-1D-0040, 504210-58-0030, 504210-57-0080, 504210-58-0130 AND 504210-57-0130.

SUBJECT TO the Permitted Exceptions attached hereto as Exhibit "B" (without serving to reimpose same).

TO HAVE AND TO HOLD the same in fee simple forever, in trust and for the purposes set forth in this deed and in the Trust Agreement.

Pursuant to Florida Statutes, § 689.071, full power and authority is hereby granted to Trustee to deal in and with the Property or interest therein or any part thereof and protect,

conserve, improve, sell, lease, encumber or otherwise to manage and dispose of the Property, which shall include the power and authority:

(a) to improve and subdivide the Property (or any part thereof), to vacate any subdivision and resubdivide the Property (or any portion thereof), to plat and replat the Property (or any part thereof), and to obtain development rights and other entitlements for the Property (or any part thereof);

(b) to dedicate parks or other public uses;

(c) to dedicate or vacate any streets, highways or alleys;

(d) to contract for the development, redevelopment, demolition, construction and improvement of the Property (or any part thereof);

(e) to contract to sell, grant options to purchase, and sell on any terms;

(f) to take back, foreclose and release mortgages;

(g) to convey the Property (or any part thereof) either with or without consideration;

(h) to donate, dedicate, mortgage, pledge or otherwise encumber the Property (or any part thereof);

(i) to lease the Property (or any part thereof), from time to time, in possession or reversion, by leases to commence now or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of one hundred twenty-five (125) years, and to renew or extend leases upon any terms and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof at any time or times;

(j) to contract to make leases and to grant options to lease, options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present and future rentals;

(k) to enter into management agreements for the management, development and operation of the Property (or any part thereof);

(l) to partition or exchange the Property (or any part thereof), for other real or personal property;

(m) to grant easements, charges or encumbrances of any kind;

(n) to submit the Property (or any part thereof) to the condominium form of ownership or to any other collective ownership regime;

(o) to release, convey or assign any right, title or interest in the Property (or any part thereof); and

(p) to deal with the Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, from time to time and at any time hereafter.

No party dealing with Trustee in relation to the Property or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, shall be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obliged to see that the terms of the Trust Agreement have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the Property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument: (i) that at the time of the delivery thereof the trust created by this deed and by the Trust Agreement was in full force and effect; (ii) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this deed and in the Trust Agreement and binding upon all beneficiaries thereunder; (iii) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (iv) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary hereunder and under the Trust Agreement is hereby declared to be real property and may be assigned and transferred as such. Although legal and record title to the Property shall be held by Trustee pursuant to the terms of this deed and the Trust Agreement, the rights, benefits and obligations with respect to the Property (including the power of direction under Florida Statutes, § 689.071) shall belong exclusively to the respective beneficiary thereof.

And said Grantor will only warrant and forever defend the right and title to the above described property unto said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

This Deed is given and accepted in accordance with Section 689.073, Florida Statutes.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in
our presence:

SCHERER REALTY, LLLP, a Florida
limited liability limited partnership

[Signature]
Witness Signature

By: [Signature] (SEAL)
Name: William R. Scherer, Jr.
Title: General Partner

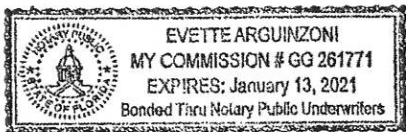
Joe Belocco Jr.
Witness Printed Name

[Signature]
Witness Signature

Evette Arguinon
Witness Printed Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of June, 2020, by William R. Scherer Jr., as General Partner of SCHERER REALTY, LLLP, a Florida limited liability limited partnership, on behalf of said partnership, who is personally known to me or who has produced FL Driver's License for identification.



[Signature] (SEAL)

Notary Public
Name typed, printed or stamped:

My Commission Expires: _____

(Notary Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

All of Parcels A, B, C, D, E, F and G of SCHERER TRUST, according to the Plat thereof, recorded in Plat Book 153, Page 19, of the Public Records of Broward County, Florida.

PARCEL II:

Lot 13, HARCOURT, a subdivision of Lot 1, Block 57, FORT LAUDERDALE, FLORIDA, according to the Plat thereof, recorded in Plat Book 2, Page 9, of the Public Records of Broward County, Florida.

PARCEL III:

Lot 1 and the East 6 inches of Lot 2 in RE-AMENDED PLAT OF HENRY SHACKELFORD'S SUBDIVISION of Lot 3, in Block 57, of the Town of Fort Lauderdale, Fla., according to the Plat Book 2, at Page 1, of the Public Records of Broward County, Florida,

AND

Lot 2 except the west 5 feet of the North 130 feet and the East 6 inches thereof; and the South 20 feet of Lot 3, according to the RE-AMENDED PLAT OF HENRY SHACKELFORD'S SUBDIVISION of Lot 3, in Block 57, of the Town of Fort Lauderdale, Fla., recorded in Plat Book 2, Page 1, of the Public Records of Broward County, Florida.

PARCEL IV:

Lot Ten (10) of the RE-AMENDED PLAT OF HENRY SHACKELFORD'S SUBDIVISION of Lot 3, in Block 57, of the Town of Fort Lauderdale, Fla., according to the Plat thereof, as recorded in Plat Book 2, Page 1, of the Public Records of Broward County, Florida.

PARCEL V:

The South 15.5 feet of the West one-half of Lot 7, the West one-half of Lot 8 and the North 19 feet of the West one-half of Lot 9 of HENRY SHACKELFORD AMENDED PLAT, SUBDIVISION OF Lots 2 and 3, Block 57, FT. LAUDERDALE, FLA., as recorded in Plat Book 3, at Page 3, of the Public Records of Miami-Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

PARCEL VI:

Lot 12 of the RE-AMENDED PLAT OF HENRY SHACKELFORD'S SUBDIVISION of Lot 3, in Block 57, of the Town of Fort Lauderdale, Fla., according to the Plat thereof, as recorded in Plat Book 2, Page 1, of the Public Records of Broward County, Florida.

PARCEL VII:

East one-half (E1/2) of Lots 11 and 12, less the North 3.5 feet of Lot 11 of HENRY SHACKELFORD AMENDED PLAT, SUBDIVISION OF Lots 2 and 3, Block 57, FT. LAUDERDALE, FLA., according to the Plat thereof, recorded in Plat Book 3, Page 3 of the Public Records of Miami-Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

EXHIBIT "B"

PERMITTED EXCEPTIONS

- 1.) Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.
- 2.) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 3.) Restrictions to commercial use and dedications as contained on the Plat of SCHERER TRUST, recorded in Plat Book 153, Page 19, of the Public Records of Broward County, Florida. (As to Parcel I)
- 4.) 10' Utility Easement and 5' by 20' Utility Easement together with certain rights outside the easement area granted to Florida Power & Light Company recorded February 10, 1985 in Official Records Book 12311, Page 521. (As to Parcel I)
- 5.) Agreement with Broward County regarding Installation of Road Improvements, recorded February 24, 1993 in Official Records Book 20392, Page 677; as affected by instrument recorded August 23, 2004 in Official Records Book 38068, Page 223. (As to Parcels I through VII)
- 6.) Road Impact Agreement recorded April 5, 1993 in Official Records Book 20542, Page 125. (AS to Parcels I through VII)
- 7.) 5' Public Pedestrian, Sidewalk and Utility Easement Deed, recorded May 1, 2006 in Official Records Book 41925, Page 724. (As to Parcels I through VII)
- 8.) Wireless Communication Easement and Assignment Agreement recorded August 5, 2011 in Official Records Book 48092, Page 54. (As to Parcel I)
- 9.) Broward County Ordinance No. 2005-20, recorded July 15, 2005 in Official Records Book 40082, Page 1796. (As to all Parcels)

Prepared by:
Joseph M. Balocco, Jr., Esq.
Joseph M. Balocco, Jr., P.A.
4332 East Tradewinds Avenue
Lauderdale By-The-Sea, FL 33308

Return to:
Steve Bassin, Esq.
Greenberg Traurig, P.A.
333 SE 2nd Avenue
Suite 4400
Miami, FL 33131

3280487/25CA-2

SPECIAL WARRANTY DEED TO TRUSTEE UNDER LAND TRUST AGREEMENT

THIS INDENTURE, made this 5th day of June, 2020, BETWEEN **JAY MARK 500 SE 6TH ST LLC**, a Florida limited liability company, whose post office address is: 633 S Federal Highway, Suite 500, Fort Lauderdale, FL 33301 ("**Grantor**"), and **FORT PRUF ROCK TRUSTEE LLC**, a Delaware limited liability company, as trustee ("**Trustee**") of the Fort Pruf Rock Land Trust pursuant to that certain Fort Pruf Rock Land Trust Agreement (as the same may be modified, amended, restated and supplemented from time to time, the "**Trust Agreement**") dated as of June 5th 2020 ("**Grantee**"), whose mailing address is: c/o OKO Group LLC, 4100 NE 2nd Avenue, Suite 307, Miami, FL 33137, Grantee:

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN and 00/100 (\$10.00) DOLLARS, and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit (the "**Property**"):

See attached Legal Description as Exhibit "A"

Parcel Identification Nos: 504210-57-0020 and 504210-57-0010

SUBJECT TO the Permitted Exceptions attached hereto as Exhibit "B" (without serving to reimpose same).

TO HAVE AND TO HOLD the same in fee simple forever, in trust and for the purposes set forth in this deed and in the Trust Agreement.

Pursuant to Florida Statutes, § 689.071, full power and authority is hereby granted to Trustee to deal in and with the Property or interest therein or any part thereof and protect, conserve, improve, sell, lease, encumber or otherwise to manage and dispose of the Property, which shall include the power and authority:

- (a) to improve and subdivide the Property (or any part thereof), to vacate any subdivision and resubdivide the Property (or any portion thereof), to plat and replat the Property (or any part thereof), and to obtain development rights and other entitlements for the Property (or any part thereof);
- (b) to dedicate parks or other public uses;
- (c) to dedicate or vacate any streets, highways or alleys;
- (d) to contract for the development, redevelopment, demolition, construction and improvement of the Property (or any part thereof);
- (e) to contract to sell, grant options to purchase, and sell on any terms;
- (f) to take back, foreclose and release mortgages;
- (g) to convey the Property (or any part thereof) either with or without consideration;
- (h) to donate, dedicate, mortgage, pledge or otherwise encumber the Property (or any part thereof);
- (i) to lease the Property (or any part thereof), from time to time, in possession or reversion, by leases to commence now or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of one hundred twenty-five (125) years, and to renew or extend leases upon any terms and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof at any time or times;
- (j) to contract to make leases and to grant options to lease, options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present and future rentals;
- (k) to enter into management agreements for the management, development and operation of the Property (or any part thereof);
- (l) to partition or exchange the Property (or any part thereof), for other real or personal property;
- (m) to grant easements, charges or encumbrances of any kind;
- (n) to submit the Property (or any part thereof) to the condominium form of ownership or to any other collective ownership regime;
- (o) to release, convey or assign any right, title or interest in the Property (or any part thereof); and

- (p) to deal with the Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, from time to time and at any time hereafter.

No party dealing with Trustee in relation to the Property or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, shall be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obliged to see that the terms of the Trust Agreement have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the Property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument: (i) that at the time of the delivery thereof the trust created by this deed and by the Trust Agreement was in full force and effect; (ii) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this deed and in the Trust Agreement and binding upon all beneficiaries thereunder; (iii) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (iv) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary hereunder and under the Trust Agreement is hereby declared to be real property and may be assigned and transferred as such. Although legal and record title to the Property shall be held by Trustee pursuant to the terms of this deed and the Trust Agreement, the rights, benefits and obligations with respect to the Property (including the power of direction under Florida Statutes, § 689.071) shall belong exclusively to the respective beneficiary thereof.

And said Grantor will only warrant and forever defend the right and title to the above described Property unto said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

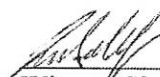
This Deed is given and accepted in accordance with Section 689.073, Florida Statutes

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in
our presence:

JAY MARK 500 SE 6TH ST LLC, a
Florida limited liability company

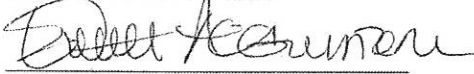
By: JC 500 SE 6TH ST LLC, a Florida
limited liability company, Manager



Witness Signature

Joe Bolocco Jr.


Witness Printed Name



Witness Signature

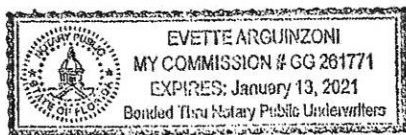
Evette Arguinzone

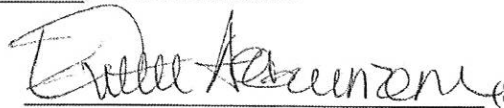
Witness Printed Name

By:  (SEAL)
Name: John J. Scherer
Title: Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or _____ online notarization, this 1st day of June, 2020, by John J. Scherer as Manager of JC 500 SE 6th ST LLC, a Florida limited liability company, Manager of JAY MARK 500 SE 6TH ST LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or who has produced Florida's License for identification.



 (SEAL)

Notary Public
Name typed, printed or stamped:

My Commission Expires: _____

(Notary Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1, 2 and 3, HENRY SHACKELFORD AMENDED PLAT SUBDIVISION OF LOTS 2 AND 3, BLOCK 57, FT. LAUDERDALE, FLA., according to the Plat thereof, as recorded in Plat Book 3, Page 3, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida, subject to an existing road right-of-way.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Dedications as contained on the Plat of RE-AMENDED PLAT OF HENRY SHACKELFORD'S SUBDIVISION of Lot 3, in Block 57 of the Town of Fort Lauderdale, Fla, recorded in Plat Book 2, Page 1, of the public Records of Broward County, Florida.
4. Dedications as contained on the Plat of HARCOURT, A SUBDIVISION OF Lot 1, Block 57, FORT LAUDERDALE, FLORIDA.

Record and return to:
Steve Bassin, Esq.
Greenberg Traurig, P.A.
333 SE 2nd Avenue
Suite 4400
Miami, FL 33131

TAX ID#: 5042 10 58 0020

328048719JCB-3

SPECIAL WARRANTY DEED TO TRUSTEE UNDER LAND TRUST AGREEMENT

THIS INDENTURE, made this 5th day of June 2020, BETWEEN **SNB 400 LLC**, a Florida limited liability company, whose mailing address is 400 Southeast 6th Street, Fort Lauderdale, Florida 33301-3405 ("**Grantor**"), and **FORT PRUF TRUSTEE LLC**, a Delaware limited liability company, as trustee ("**Trustee**") of the Fort Pruf Rock Land Trust pursuant to that certain Fort Pruf Rock Land Trust Agreement (as the same may be modified, amended, restated and supplemented from time to time, the "**Trust Agreement**") dated as of June 5th, 2020 ("**Grantee**"), whose mailing address is c/o OKO Group LLC, 4100 NE 2nd Avenue, Suite 307, Miami, FL 33137.

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit (the "**Property**"):

The West 5 feet of the North 130 feet of Lot 2 and all of Lot 3, except the Southerly 20 feet thereof, of Henry Shackelford's Subdivision of Lot 3, Block 57 of the Town of Fort Lauderdale, according to the re-amended Plat thereof, as recorded in Plat Book 2, Page 1, of the Public Records of Broward County, Florida.

Also known as: 400 Southeast 6th Street, Fort Lauderdale, Florida 33301-3405

Subject to the zoning and/or restrictions and prohibitions imposed by governmental authority; restrictions, easements and other matters appearing on the Plat and/or common to the subdivision; and taxes for the year 2020, and thereafter.

TO HAVE AND TO HOLD the same in fee simple forever, in trust and for the purposes set forth in this deed and in the Trust Agreement.

Pursuant to Florida Statutes, § 689.071, full power and authority is hereby granted to Trustee to deal in and with the Property or interest therein or any part thereof and protect, conserve, improve, sell, lease, encumber or otherwise to manage and dispose of the Property, which shall include the power and authority:

- (a) to improve and subdivide the Property (or any part thereof), to vacate any subdivision and resubdivide the Property (or any portion thereof), to plat and replat the Property (or any part thereof), and to obtain development rights and other entitlements for the Property (or any part thereof);
- (b) to dedicate parks or other public uses;
- (c) to dedicate or vacate any streets, highways or alleys;
- (d) to contract for the development, redevelopment, demolition, construction and improvement of the Property (or any part thereof);
- (e) to contract to sell, grant options to purchase, and sell on any terms;
- (f) to take back, foreclose and release mortgages;
- (g) to convey the Property (or any part thereof) either with or without consideration;
- (h) to donate, dedicate, mortgage, pledge or otherwise encumber the Property (or any part thereof);
- (i) to lease the Property (or any part thereof), from time to time, in possession or reversion, by leases to commence now or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of one hundred twenty-five (125) years, and to renew or extend leases upon any terms and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof at any time or times;
- (j) to contract to make leases and to grant options to lease, options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present and future rentals;
- (k) to enter into management agreements for the management, development and operation of the Property (or any part thereof);
- (l) to partition or exchange the Property (or any part thereof), for other real or personal property;
- (m) to grant easements, charges or encumbrances of any kind;
- (n) to submit the Property (or any part thereof) to the condominium form of ownership or to any other collective ownership regime;
- (o) to release, convey or assign any right, title or interest in the Property (or any part thereof); and

(p) to deal with the Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, from time to time and at any time hereafter.

No party dealing with Trustee in relation to the Property or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, shall be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obliged to see that the terms of the Trust Agreement have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the Property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument: (i) that at the time of the delivery thereof the trust created by this deed and by the Trust Agreement was in full force and effect; (ii) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this deed and in the Trust Agreement and binding upon all beneficiaries thereunder; (iii) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (iv) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary hereunder and under the Trust Agreement is hereby declared to be real property and may be assigned and transferred as such. Although legal and record title to the Property shall be held by Trustee pursuant to the terms of this deed and the Trust Agreement, the rights, benefits and obligations with respect to the Property (including the power of direction under Florida Statutes, § 689.071) shall belong exclusively to the respective beneficiary thereof.

And said Grantor will only warrant and forever defend the right and title to the above described property unto said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

This Deed is given and accepted in accordance with Section 689.073, Florida Statutes.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in
our presence:

SNB 400 LLC, a Florida limited liability
company

Sherie Gottesman
Witness Signature

By:

[Signature]
Name: Stephen Lindie
Title: Manager

Sherie Gottesman
Witness Printed Name

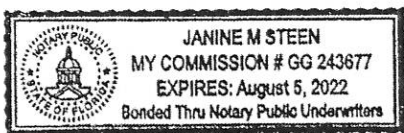
Beth Lindie
Witness Signature

Beth Lindie
Witness Printed Name

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 4th day of June 2020 by Stephen Lindie, as Manager of SNB 400 LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[NOTARY SEAL]



[Signature]
Notary Public
Janine M. Steen
Name typed, printed or stamped
My Commission Expires: August 5, 2022

RECORD AND RETURN TO:

Name: GREENBERG TRAUIG P.A.
Address: 333 S.E. 2nd Avenue, Suite 4400
Miami, Florida 33131

THIS INSTRUMENT PREPARED BY:

Name: GARY A. KORN, Esquire
Address: LEOPOLD KORN, P.A.
20801 Biscayne Blvd., #501
Aventura, Florida 33180

328048719JCC-3
Tax Folio Nos. 504210-56-0030
504210-56-0020
504210-56-0150

[Space above line reserved for recording office use]

SPECIAL WARRANTY DEED TO TRUSTEE UNDER LAND TRUST AGREEMENT

THIS SPECIAL WARRANTY DEED is made this 5th day of June, 2020, by **DIXIE LAND HOLDINGS LLC**, a Florida limited liability company, the party of the first part, in favor of **FORT PRUF ROCK TRUSTEE LLC**, a Delaware limited liability company, as trustee ("Trustee") of the Fort Pruf Rock Land Trust pursuant to that certain Fort Pruf Rock Land Trust Agreement (as the same may be modified, amended, restated and supplemented from time to time, the "Trust Agreement") dated as of June 5th, 2020, whose post office address is c/o OKO Group LLC, 4100 NE 2nd Avenue, Suite 307, Miami, Florida 33137, the party of the second part:

WITNESSETH: That the party of the first part, for and in consideration of the sum of \$10.00 and other good and valuable considerations, in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the parcels of real property (collectively the "**Real Property**") described as follows:

Lot 22 of HARCOURT, a subdivision of Lot 1, Block 57, FORT LAUDERDALE, FLORIDA, according to the Plat thereof, as recorded in Plat Book 2, Page 9, of the Public Records of Broward County, Florida.

AND

Lot 3 of HARCOURT, a subdivision of Lot 1, Block 57, FORT LAUDERDALE, FLORIDA, less the East 30 feet thereof for road right-of-way, according to the Plat thereof, as recorded in Plat Book 2, Page 9, of the Public Records of Broward County, Florida.

AND

Lots 4, 5 and 6, Less the East 30 feet thereof for road right-of-way, and Lots 20 and 21 all of HARCOURT, a subdivision of Lot 1, Block 57, FORT LAUDERDALE, FLORIDA, according to the Plat thereof, as recorded in Plat Book 2, Page 9, of the Public Records of Broward County, Florida.

SUBJECT TO: Real Property taxes for the year 2020 and all subsequent years; conditions, limitations, restrictions, reservations and easements of record which are not reimposed by this instrument; and zoning ordinances and governmental regulations, if any.

TO HAVE AND TO HOLD the same in fee simple forever, in trust and for the purposes set forth in this deed and in the Trust Agreement.

AND the party of the first part does hereby fully warrant the title to the Real Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under the party of the first part.

At the request of the party of the second part, the following provisions (collectively the "Provisions") have been inserted into this Special Warranty Deed:

(i) Pursuant to Florida Statutes, § 689.071, full power and authority is hereby granted to Trustee to deal in and with the Real Property or interest therein or any part thereof and protect, conserve, improve, sell, lease, encumber or otherwise to manage and dispose of the Real Property, which shall include the power and authority:

- (a) to improve and subdivide the Real Property (or any part thereof), to vacate any subdivision and resubdivide the Real Property (or any portion thereof), to plat and replat the Real Property (or any part thereof), and to obtain development rights and other entitlements for the Real Property (or any part thereof);
- (b) to dedicate parks or other public uses;
- (c) to dedicate or vacate any streets, highways or alleys;

LEOPOLD KORN, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

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- (d) to contract for the development, redevelopment, demolition, construction and improvement of the Real Property (or any part thereof);
- (e) to contract to sell, grant options to purchase, and sell on any terms;
- (f) to take back, foreclose and release mortgages;
- (g) to convey the Real Property (or any part thereof) either with or without consideration;
- (h) to donate, dedicate, mortgage, pledge or otherwise encumber the Real Property (or any part thereof);
- (i) to lease the Real Property (or any part thereof), from time to time, in possession or reversion, by leases to commence now or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of one hundred twenty-five (125) years, and to renew or extend leases upon any terms and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof at any time or times;
- (j) to contract to make leases and to grant options to lease, options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present and future rentals;
- (k) to enter into management agreements for the management, development and operation of the Real Property (or any part thereof);
- (l) to partition or exchange the Real Property (or any part thereof), for other real or personal property;
- (m) to grant easements, charges or encumbrances of any kind;
- (n) to submit the Real Property (or any part thereof) to the condominium form of ownership or to any other collective ownership regime;
- (o) to release, convey or assign any right, title or interest in the Real Property (or any part thereof); and
- (p) to deal with the Real Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, from time to time and at any time hereafter.

(ii) No party dealing with Trustee in relation to the Real Property or to whom the Real Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, shall be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the Real Property, or be obliged to see that the terms of the Trust Agreement have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the Real Property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument: (i) that at the time of the delivery thereof the trust created by this deed and by the Trust Agreement was in full force and effect; (ii) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this deed and in the Trust Agreement and binding upon all beneficiaries thereunder; (iii) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (iv) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

(iii) The interest of any beneficiary hereunder and under the Trust Agreement is hereby declared to be real property and may be assigned and transferred as such. Although legal and record title to the Real Property shall be held by Trustee pursuant to the terms of this deed and the Trust Agreement, the rights, benefits and obligations with respect to the Real Property (including the power of direction under Florida Statutes, § 689.071) shall belong exclusively to the respective beneficiary thereof.

The party of the first part assumes no liability, whatsoever, as a result of the insertion of the Provisions into this Special Warranty Deed. This Special Warranty Deed is given and accepted in accordance with Section 689.073, Florida Statutes.

LEOPOLD KORN, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

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on

IN WITNESS WHEREOF, the party of the first part has executed this Special Warranty Deed as of the day and year first above written.

WITNESSES

Print Name: Gary A. Korn
Print Name: Robin I. Korn

DIXIE LAND HOLDINGS LLC, a Florida limited liability company

By: Adam Bedzow
ADAM BEDZOW, Manager

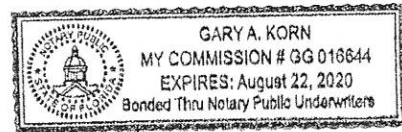
Address: 621 South Federal Highway, Suite #5,
Ft. Lauderdale, Florida 33301

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The execution of the foregoing instrument was acknowledged before me this 1st day of June, 2020 by ADAM BEDZOW, as Manager of DIXIE LAND HOLDINGS LLC, a Florida limited liability company, by means of ☒ physical presence or ☐ online notarization, who ☒ is personally known to me or ☐ produced _____ as identification.

My Commission Expires:

Gary A. Korn
Notary Public, State of Florida
Print Name: _____



LEOPOLD KORN, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\REAL\Dice Land Holdings\Sale\Fort Pruf Rock\Seller Docs\Special Warranty Deed v3.docx

This Instrument prepared by:

Record and Return to:

James D. Camp, III, Esq.

Camp & Camp, P.A.

111 S.E. 12 Street

Fort Lauderdale, Florida 33316

3280487195CE-3
Property ID Numbers 5042-10-56-0160/0170

WARRANTY DEED TO TRUSTEE UNDER LAND TRUST AGREEMENT

This Warranty Deed made this 5th day of June, 2020, between **Michael Buckley**, a married man, **Patricia B. Norris**, a single woman, **Kathleen Buckley Rice**, a married woman, **Stephen C. Buckley**, a married man, **Maureen Buckley**, a single woman, **John K. Buckley**, a married man, and **Paul C. Buckley**, a single man (collectively, "**Grantor**"), whose mailing address is 126 NE 17th Avenue, Ft. Lauderdale, Florida 33301; and **Fort Pruf Rock Trustee LLC**, a Delaware limited liability company, as trustee of the Fort Pruf Rock Land Trust pursuant to the Fort Pruf Rock Land Trust Agreement dated June 5th, 2020 ("**Grantee**"), whose mailing address is c/o OKO Group LLC, 4100 NE 2nd Avenue, Suite 307, Miami, Florida 33137:

(Whenever not contrary to the sense of this instrument, the use of the singular shall include the plural and conversely, and the use of one gender shall include all genders, and the terms Grantor and Grantee shall include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

WITNESSETH

Witnesseth, that said Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, to Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described real property, situate, lying and being in the County of Broward, State of Florida, to wit ("**Property**"):

Lots 23 and 24, Harcourt, being a subdivision of Lot 1, Block 57, Town of Ft. Lauderdale, Plat Book 2, Page 9, of the Public Records of Broward County.

Subject to taxes for the year 2020 and subsequent years, easements, restrictions, valid limitations of record, if any, but without reimposing them and applicable zoning ordinances.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever, in trust and for the purposes set forth in this deed and in the Trust Agreement.

ACTIVE 50552823v2

ACTIVE 50552823v3

US\KRESBEL\21910304.2

Pursuant to Florida Statutes, § 689.071, full power and authority is hereby granted to Trustee to deal in and with the Property or interest therein or any part thereof and protect, conserve, improve, sell, lease, encumber or otherwise to manage and dispose of the Property, which shall include the power and authority:

- (a) to improve and subdivide the Property (or any part thereof), to vacate any subdivision and resubdivide the Property (or any part thereof), to plat and replat the Property (or any part thereof), and to obtain development rights and other entitlements for the Property (or any part thereof);
- (b) to dedicate parks or other public uses;
- (c) to dedicate or vacate any streets, highways or alleys;
- (d) to contract for the development, redevelopment, demolition, construction and improvement of the Property (or any part thereof);
- (e) to contract to sell, grant options to purchase, and sell on any terms;
- (f) to take back, foreclose and release mortgages;
- (g) to convey the Property (or any part thereof) either with or without consideration;
- (h) to donate, dedicate, mortgage, pledge or otherwise encumber the Property (or any part thereof);
- (i) to lease the Property (or any part thereof), from time to time, in possession or reversion, by leases to commence now or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of one hundred twenty-five (125) years, and to renew or extend leases upon any terms and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof at any time or times;
- (j) to contract to make leases and to grant options to lease, options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present and future rentals;
- (k) to enter into management agreements for the management, development and operation of the Property (or any part thereof);
- (l) to partition or exchange the Property (or any part thereof), for other real or personal property;
- (m) to grant easements, charges or encumbrances of any kind;
- (n) to submit the Property (or any part thereof) to the condominium form of ownership or to any other collective ownership regime;

- (o) to release, convey or assign any right, title or interest in the Property (or any part thereof); and
- (p) to deal with the Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, from time to time and at any time hereafter.

No party dealing with Trustee in relation to the Property or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, shall be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obliged to see that the terms of the Trust Agreement have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the Property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument: (i) that at the time of the delivery thereof the trust created by this deed and by the Trust Agreement was in full force and effect; (ii) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this deed and in the Trust Agreement and binding upon all beneficiaries thereunder; (iii) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (iv) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary hereunder and under the Trust Agreement is hereby declared to be real property and may be assigned and transferred as such. Although legal and record title to the Property shall be held by Trustee pursuant to the terms of this deed and the Trust Agreement, the rights, benefits and obligations with respect to the Property (including the power of direction under Florida Statutes, § 689.071) shall belong exclusively to the respective beneficiary thereof.

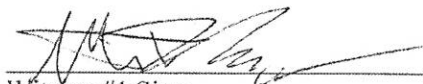
And Grantor hereby fully warrants title to the Property and will defend the same against the lawful claims of all persons whomsoever.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

This Deed is given and accepted in accordance with Section 689.073, Florida Statutes.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:



Witness #1 Sign

Matthew DuBogue

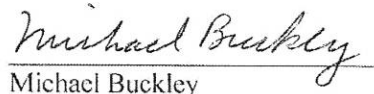
Witness #1 Print



Witness #2 Sign

SCOTT E HOLY

Witness #2 Print

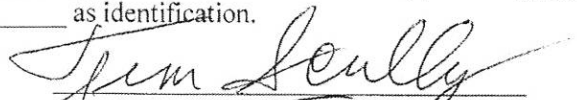

Michael Buckley

STATE OF Delaware

COUNTY OF New Castle

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of March, 2020, by Michael Buckley, who is personally known to me, or produced _____ as identification.

(SEAL)


Notary Public
Printed Name: Tim Scully
My Commission No./Exp.: 9/24/2021

TIM SCULLY
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 09-24-2021

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Aileen Montano
Witness #1 Sign

Aileen Montano
Witness #1 Print

Joanne M. Curran
Witness #2 Sign

Joanne M. Curran
Witness #2 Print

Patricia B. Norris
Patricia B. Norris

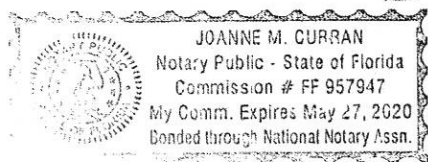
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 31 day of MARCH, 2020, by Patricia B. Norris, who is personally known to me or produced PL Driver's License as identification.

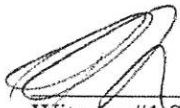
(SEAL)

Joanne M. Curran
Notary Public
Printed Name: _____
My Commission No./Exp.: _____

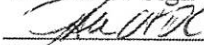


In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

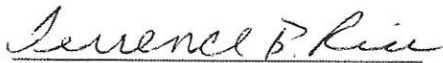
Signed, sealed and delivered in the presence of:



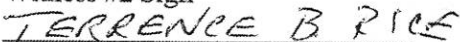
Witness #1 Sign



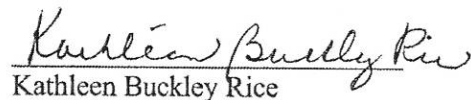
Witness #1 Print



Witness #2 Sign



Witness #2 Print

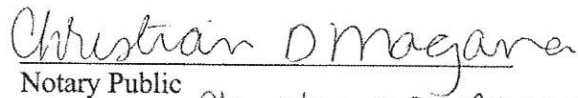
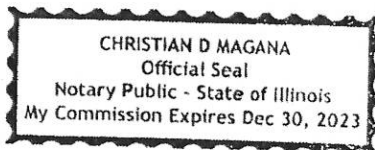

Kathleen Buckley Rice

STATE OF Illinois

COUNTY OF Dupage

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of March, 2020, by Kathleen Buckley Rice, who is personally known to me or produced drivers license as identification.

(SEAL)



Notary Public

Printed Name: Christian D Magana

My Commission No./Exp.:

Dec. 30, 2023

Signature Page for Warranty Deed
Property ID Numbers 5042-10-56-0160/0170

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Aileen Montanez
Witness #1 Sign
Aileen Montanez
Witness #1 Print

Stephen C. Buckley
Stephen C. Buckley

Joanne M. Curran
Witness #2 Sign
Joanne M. Curran
Witness #2 Print

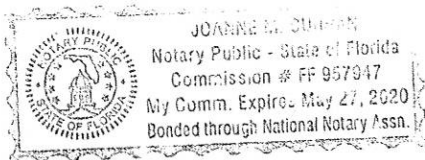
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of x physical presence or online notarization, this 31 day of March, 2020, by Stephen C. Buckley, who is personally known to me or produced FL Driver's License as identification.

(SEAL)

Joanne M. Curran
Notary Public
Printed Name: _____
My Commission No./Exp.: _____



In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Robert N. Wester

Witness #1 Sign

ROBERT N. WESTER

Witness #1 Print

Thomas E. Wolf

Witness #2 Sign

Thomas E. Wolf

Witness #2 Print

Maureen Buckley
Maureen Buckley

STATE OF MA
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me by means of X physical presence or
online notarization, this 30 day of MAR, 2020, by Maureen Buckley, who is personally
known to me or produced MA license as identification.

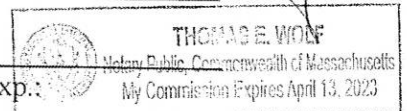
(SEAL)



Thomas E. Wolf
Notary Public

Printed Name:

My Commission No./Exp:



In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Arleene Montanoz
Witness #1 Sign
Arleene Montanoz
Witness #1 Print

Joanne M. Curran
Witness #2 Sign
Joanne M. Curran
Witness #2 Print

John K. Buckley
John K. Buckley

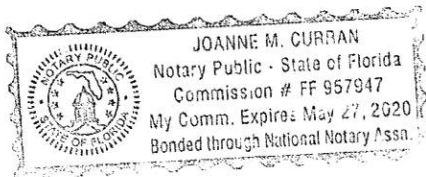
STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of Y physical presence or online notarization, this 1 day of April, 2020, by John K. Buckley, who is personally known to me or produced FL. Driver's License as identification.

(SEAL)

Joanne M. Curran
Notary Public
Printed Name: _____
My Commission No./Exp.: _____



Signature Page for Warranty Deed
Property ID Numbers 5042-10-56-0160/0170

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Asteene Montaner

Witness #1 Sign

Asteene Montaner

Witness #1 Print

Joanne M. Curran

Witness #2 Sign

Joanne M. Curran

Witness #2 Print

Paul C Buckley

Paul C. Buckley

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of X physical presence or
____ online notarization, this 1 day of April, 2020, by Paul C. Buckley, who is personally
known to me or produced FL Driver's License as identification.

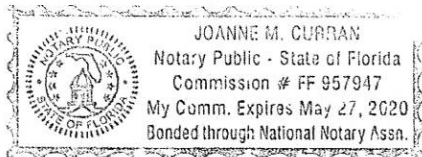
(SEAL)

Joanne M. Curran

Notary Public

Printed Name: _____

My Commission No./Exp.: _____



This Instrument prepared by:
Record and Return to:
James D. Camp, III, Esq.
Camp & Camp, P.A.
111 S.E. 12 Street
Fort Lauderdale, Florida 33316

Property ID Number 5042 10 56 0010

328048719JCE-6

WARRANTY DEED TO TRUSTEE UNDER LAND TRUST AGREEMENT

This Warranty Deed made this 5th day of June, 2020, between Kathleen Buckley Rice, a married woman, Stephen C. Buckley, a married man, Maureen Buckley, a single woman, John K. Buckley, a married man, and Paul C. Buckley, a single man (collectively, "Grantor"), whose mailing address is 126 NE 17th Avenue, Fort Lauderdale, Florida 33301; and Fort Pruf Rock Trustee LLC, a Delaware limited liability company, as trustee ("Trustee") under the provisions of that certain Land Trust Agreement (as the same may be modified, amended, restated and supplemented from time to time, the "Trust Agreement") dated June 5th, 2020 ("Grantee"), whose mailing address is c/o OKO Group LLC, 4100 NE 2nd Avenue, Suite 307, Miami, Florida 33137:

(Whenever not contrary to the sense of this instrument, the use of the singular shall include the plural and conversely, and the use of one gender shall include all genders, and the terms Grantor and Grantee shall include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

WITNESSETH

Witnesseth, that said Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, to Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described real property, situate, lying and being in the County of Broward, State of Florida, to wit (the "Property"):

Lots 1 and 2 of HARCOURT, a subdivision of Lot 1, Block 57, FORT LAUDERDALE, FLORIDA, according to the Plat thereof, as recorded in Plat Book 2, Page 9, of the Public Records of Broward County, Florida; LESS AND EXCEPT those portions of said Lots lying within the rights of way of SE 6th Avenue and SE 6th Street and subject to any public easement for sidewalk purposes over the North 10 feet of Lot 1.

Subject to taxes for the year 2020 and subsequent years, easements, restrictions, valid limitations of record, if any, but without reimposing them and applicable zoning ordinances.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever, in trust and for the purposes set forth in this deed and in the Trust Agreement.

Pursuant to Florida Statutes, § 689.071, full power and authority is hereby granted to Trustee to deal in and with the Property or interest therein or any part thereof and protect, conserve, improve, sell,

ACTIVE 50553043v4

lease, encumber or otherwise to manage and dispose of the Property, which shall include the power and authority:

- (a) to improve and subdivide the Property (or any part thereof), to vacate any subdivision and resubdivide the Property (or any part thereof), to plat and replat the Property (or any part thereof), and to obtain development rights and other entitlements for the Property (or any part thereof);
- (b) to dedicate parks or other public uses;
- (c) to dedicate or vacate any streets, highways or alleys;
- (d) to contract for the development, redevelopment, demolition, construction and improvement of the Property (or any part thereof);
- (e) to contract to sell, grant options to purchase, and sell on any terms;
- (f) to take back, foreclose and release mortgages;
- (g) to convey the Property (or any part thereof) either with or without consideration;
- (h) to donate, dedicate, mortgage, pledge or otherwise encumber the Property (or any part thereof);
- (i) to lease the Property (or any part thereof), from time to time, in possession or reversion, by leases to commence now or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of one hundred twenty-five (125) years, and to renew or extend leases upon any terms and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof at any time or times;
- (j) to contract to make leases and to grant options to lease, options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present and future rentals;
- (k) to enter into management agreements for the management, development and operation of the Property (or any part thereof);
- (l) to partition or exchange the Property (or any part thereof), for other real or personal property;
- (m) to grant easements, charges or encumbrances of any kind;
- (n) to submit the Property (or any part thereof) to the condominium form of ownership or to any other collective ownership regime;
- (o) to release, convey or assign any right, title or interest in the Property (or any part thereof); and
- (p) to deal with the Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the

same, whether similar to or different from the ways above specified, from time to time and at any time hereafter.

No party dealing with Trustee in relation to the Property or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, shall be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obliged to see that the terms of the Trust Agreement have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the Property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument: (i) that at the time of the delivery thereof the trust created by this deed and by the Trust Agreement was in full force and effect; (ii) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this deed and in the Trust Agreement and binding upon all beneficiaries thereunder; (iii) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (iv) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary hereunder and under the Trust Agreement is hereby declared to be real property and may be assigned and transferred as such. Although legal and record title to the Property shall be held by Trustee pursuant to the terms of this deed and the Trust Agreement, the rights, benefits and obligations with respect to the Property (including the power of direction under Florida Statutes, § 689.071) shall belong exclusively to the respective beneficiary thereof.


And Grantor hereby fully warrants title to the Property and will defend the same against the lawful claims of all persons whomsoever.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

This Deed is given and accepted in accordance with Section 689.073, Florida Statutes.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:



Witness #1 Sign
TERENCE B. RICE

Witness #1 Print

Kathleen Buckley Rice
Kathleen Buckley Rice

TERENCE B. RICE

Witness #2 Sign
TERENCE B. RICE

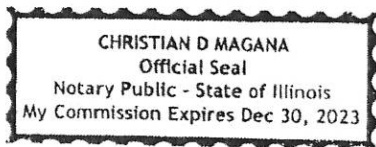
Witness #2 Print

STATE OF ILLINOIS

COUNTY OF Dupage

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of MARCH, 2020, by Kathleen Buckley Rice, who is personally known to me or produced drivers license as identification.

(SEAL)



Christian D Magana
Notary Public
Printed Name: Christian D Magana
My Commission No./Exp.:
Dec. 30, 2023

Signature Page for Warranty Deed
Property ID Number 5042 10 56 0010

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Aleena Montano
Witness #1 Sign
Aleena Montano
Witness #1 Print

Joanne M. Curran
Witness #2 Sign
Joanne M. Curran
Witness #2 Print

Stephen C. Buckley
Stephen C. Buckley

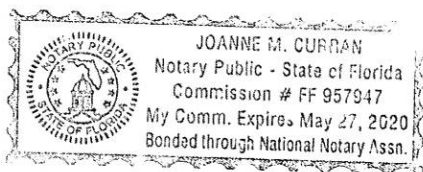
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 31 day of March, 2020, by Stephen C. Buckley, who is personally known to me or produced FL Driver's License as identification.

(SEAL)

Joanne M. Curran
Notary Public
Printed Name: _____
My Commission No./Exp.: _____



In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Robert N. West

Witness #1 Sign

ROBERT N. WEST

Witness #1 Print

Thomas E. Wolf

Witness #2 Sign

Thomas E. Wolf

Witness #2 Print

Maureen Buckley
Maureen Buckley

STATE OF MA
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 30 day of MAR, 2020, by Maureen Buckley, who is personally known to me or produced MA license as identification.

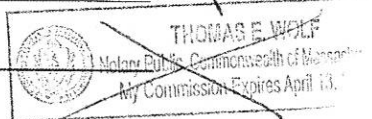


Thomas E. Wolf

Notary Public Thomas E.

Printed Name: Wolf

My Commission No./Exp.:



Signature Page for Warranty Deed
Property ID Number 5042 10 56 0010

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Arlene Montaner
Witness #1 Sign

Arlene Montaner
Witness #1 Print

Joanne M. Curran
Witness #2 Sign

Joanne M. Curran
Witness #2 Print

John K. Buckley
John K. Buckley

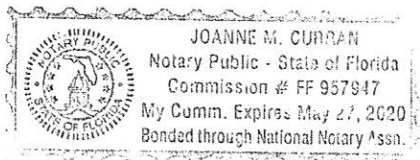
STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 1 day of APRIL, 2020, by John K. Buckley, who is personally known to me or produced Florida Driver's License as identification.

(SEAL)

Joanne M. Curran
Notary Public
Printed Name: _____
My Commission No./Exp.: _____



Signature Page for Warranty Deed
Property ID Number 5042 10 56 0010

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Arlene Montaner
Witness #1 Sign
Arlene Montaner
Witness #1 Print

Paul C Buckley
Paul C. Buckley

Joanne M. Curran
Witness #2 Sign
Joanne M. Curran
Witness #2 Print

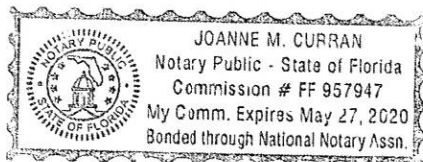
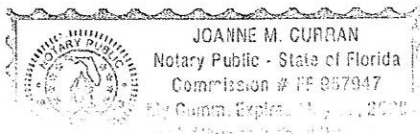
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 1 day of April, 2020, by Paul C. Buckley, individually and as Trustee, who is personally known to me or produced FL Drivers License as identification.

(SEAL)

Joanne M. Curran
Notary Public
Printed Name: _____
My Commission No./Exp.: _____



Prepared by:

Return to:
Steve Bassin, Esq.
Greenberg Traurig, P.A.
333 SE 2nd Avenue
Suite 4400
Miami, FL 33131

3280487195CF-2

SPECIAL WARRANTY DEED TO TRUSTEE UNDER LAND TRUST AGREEMENT

THIS SPECIAL WARRANTY DEED is made and entered into as of this 5th day of June, 2020 by and between **616 SE 4TH AVENUE, LLC**, a Florida limited liability company, whose post office address 2455 East Sunrise Boulevard, Suite 1112, Fort Lauderdale, Florida 33304 (hereinafter called the "**Grantor**"), and **FORT PRUF TRUSTEE LLC**, a Delaware limited liability company, as trustee ("**Trustee**") of the Fort Pruf Rock Land Trust pursuant to that certain Fort Pruf Rock Land Trust Agreement (as the same may be modified, amended, restated and supplemented from time to time, the "**Trust Agreement**") dated as of June 5th, 2020 ("**Grantee**"), whose mailing address is c/o OKO Group LLC, 4100 NE 2nd Avenue, Suite 307, Miami, FL 33137:

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Broward County, Florida (the "**Property**"), as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever, in trust and for the purposes set forth in this Deed and the Trust Agreement.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and the Grantor hereby covenants that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through or under Grantor alone, but against none other.

The Property is subject to all matters set forth on **Exhibit "B"** attached hereto and incorporated herein by this reference (and identified as Permitted Encumbrances); however, this reference shall not serve to re-impose the same.

Pursuant to Florida Statutes, § 689.071, full power and authority is hereby granted to Trustee to deal in and with the Property or interest therein or any part thereof and protect,

conserve, improve, sell, purchase, lease, encumber or otherwise to manage and dispose of the Property, which shall include the power and authority:

- (a) to improve and subdivide the Property (or any part thereof), to vacate any subdivision and resubdivide the Property (or any portion thereof), to plat and replat the Property (or any part thereof), and to obtain development rights and other entitlements for the Property (or any part thereof);
- (b) to dedicate parks or other public uses;
- (c) to dedicate or vacate any streets, highways or alleys;
- (d) to contract for the development, redevelopment, demolition, construction and improvement of the Property (or any part thereof);
- (e) to contract to sell, grant options to purchase, and sell on any terms;
- (f) to take back, foreclose and release mortgages;
- (g) to convey the Property (or any part thereof) either with or without consideration;
- (h) to donate, dedicate, mortgage, pledge or otherwise encumber the Property (or any part thereof);
- (i) to lease the Property (or any part thereof), from time to time, in possession or reversion, by leases to commence now or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of one hundred twenty-five (125) years, and to renew or extend leases upon any terms and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof at any time or times;
- (j) to contract to make leases and to grant options to lease, options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present and future rentals;
- (k) to enter into management agreements for the management, development and operation of the Property (or any part thereof);
- (l) to partition or exchange the Property (or any part thereof), for other real or personal property;
- (m) to grant easements, charges or encumbrances of any kind;
- (n) to submit the Property (or any part thereof) to the condominium form of ownership or to any other collective ownership regime;

(o) to release, convey or assign any right, title or interest in the Property (or any part thereof); and

(p) to deal with the Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, from time to time and at any time hereafter.

No party dealing with Trustee in relation to the Property or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, shall be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obliged to see that the terms of the Trust Agreement have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the Property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument: (i) that at the time of the delivery thereof the trust created by this deed and by the Trust Agreement was in full force and effect; (ii) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this deed and in the Trust Agreement and binding upon all beneficiaries thereunder; (iii) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (iv) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary hereunder and under the Trust Agreement is hereby declared to be real property and may be assigned and transferred as such. Although legal and record title to the Property shall be held by Trustee pursuant to the terms of this deed and the Trust Agreement, the rights, benefits and obligations with respect to the Property (including the power of direction under Florida Statutes, § 689.071) shall belong exclusively to the respective beneficiary thereof.

This Deed is given and accepted in accordance with Section 689.073, Florida Statutes

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

616 SE 4TH AVENUE, LLC, a Florida limited liability company

Sign: [Signature]
Witness #1
Print: m. Dale Reed

By: [Signature]

Name: Dev Motwani

Sign: [Signature]
Witness #2
Print: D. Taylor LoMonaco

Title: manager / Sole member

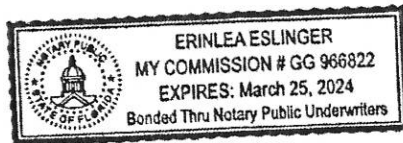
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of June, 2020, by Dev Motwani, in his capacity as sole member of 616 SE 4th Avenue, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

(Signature of person taking acknowledgment): [Signature]

(Name typed, printed or stamped):

(Title or rank):
Notary Public



(Serial number, if any): 66 966822

Deed

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

The West 75 feet of Lot 5, Lot 6 and the East 100 feet of Lot 7, of the Re-Amended Plat of Henry Shackelford's Subdivision of Lot 3, Block 57, of the Town of Fort Lauderdale, according to the Plat thereof, recorded in Plat Book 2, Page 1, of the Public Records of Broward County, Florida.

Tax Folios: 5042-10-58-0050; 5042-10-58-0060; and 5042-10-58-0080

Lot 7 Less the East 100 feet thereof of the RE-AMENDED PLAT OF HENRY SHACKELFORD'S SUBDIVISION OF LOT 3 BLK 57, of the Town of Ft. Lauderdale, Fla., according to the Plat thereof, recorded in Plat Book 2, Page 1, of the Public Records of Broward County, Florida.

Tax Folio: 5042-10-58-0070

Lot 8, of Re-Amended Plat of Henry Shackelford's Subdivision of Lot 3, Block 57 of the Town of Fort Lauderdale, Florida, according to the plat thereof, recorded in Plat Book 2, Page 1, of the Public Records of Broward County, Florida.

Tax Folio: 5042-10-58-0090

Parcel 2:

Lot 9, of Re-Amended Plat of Henry Shackelford's Subdivision of Lot 3, Block 57, of the Town of Fort Lauderdale, according to the map or plat thereof, as recorded in Plat Book 2, Page 1, of the Public Records of Broward County, Florida.

Tax Folio: 5042-10-58-0100

EXHIBIT "B"

Permitted Encumbrances

1. All easements, conditions, covenants, restrictions, reservations, limitations, agreements and other matters of record, provided that this instrument shall not reimpose same.
2. Real estate taxes for the year 2020 and all subsequent years.
3. Existing applicable governmental building and zoning ordinances and other governmental regulations.
4. Matters that would appear on a current and accurate survey of the Property.
5. Rights of tenants in possession under unrecorded leases, without rights of first offer or first refusal to purchase the Property.

VACANT LAND SALES DATA SHEET

Sale No. Orlando Soccer Stadium

Location: Southwest corner of W. Central Blvd. and S. Terry Avenue in Orlando, Florida.

Tax ID #: 26-22-29-6291-01-000
26-22-29-6291-02-000
26-22-29-6291-03-000

Grantor: City of Orlando, Kim A. Li and Northbrook Properties

Grantee: Orlando Soccer Stadium Land Company, LLC

Sale Date: July 1, 2015, June 24, 2016 and September 22, 2016

Sale Price: \$28,624,000

Zoning/FLU: This site had a zoning of PD/T/PH, Planned Development/Traditional City/Parramore Heritage and AC-2/T/PH, Urban Activity Center/Traditional City/Parramore Heritage both by the city of Orlando. Additionally, this site included city of Orlando future land use designations of Public/Recreational & Institutional and U-AC, Urban Activity Center (1.0 FAR).

Financing: Cash to Seller

Verification: Clayton Green, Real Estate Management with city of Orlando
Daniel DeCubellis, Carlton Fields Attorney for Grantee

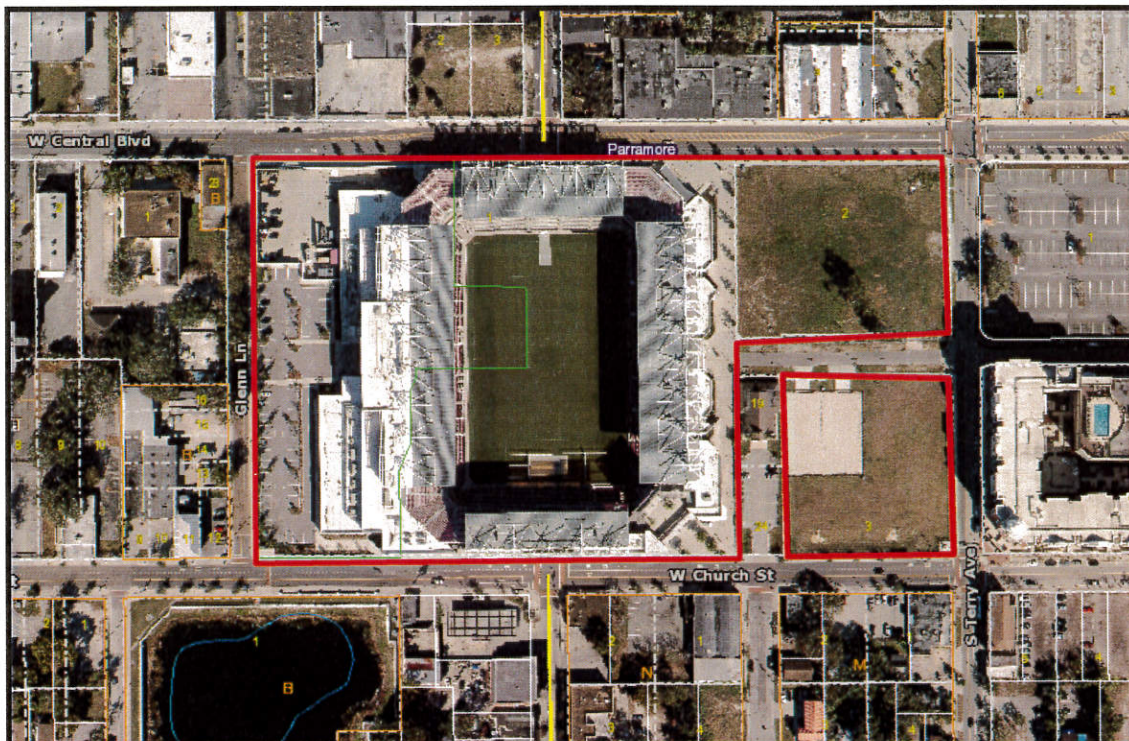
Date of Inspection: January 14, 2021

Size of Property: 14.325 Ac (750'± W. Central Blvd., 680'± feet W. Church Street, 550'± S. Terry Avenue and 613'± Glenn Lane)

Unit Price: \$1,998,185/Ac

Utilities: All available

Notes: This sale was improved with a stadium for Orlando City soccer club.



DOCH 20150346329 B: 10947 P: 0608
07/07/2015 03:26:38 PM Page 1 of 3
Rec Fee: \$27.00
Deed Doc Tax: \$42,000.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: GRAY ROBINSON PA



This instrument prepared by and return to:
Paul S. Quinn, Jr., Esq.
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
(407) 843-8880

Property Appraiser's Parcel ID Number:
26-22-29-6736-00010

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 1st day of July, 2015 by NORTHBROOK PROPERTIES, INC., an Illinois corporation, whose address is 555 Skokie Blvd., Suite 555, Northbrook, Illinois 60062, Grantor, to ORLANDO SOCCER STADIUM, LLC, a Florida limited liability company, whose address is 618 East South Street, Suite 510, Orlando, Florida 32801, Grantee:

[Whenever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations whenever the context so admits or requires.]

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in Orange County, Florida, to wit:

See Exhibit "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same together with all tenements, hereditaments, appurtenances, any strip, hiatus, gore, gap, vacated streets, easements, rights of way, or boundary adjustment area adjoining, belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

Erin K. Rockney
(Signature of Witness #1)
Erin K. Rockney
(Print name of Witness #1)

Marin Kolodziej
(Signature of Witness #2)
MARCIN KOLODZIEJ
(Print name of Witness #2)

NORTHBROOK PROPERTIES, INC., an
Illinois corporation

By: William R. Lewellen, Jr.
William R. Lewellen, Jr., President

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 1st day of July, 2015, by William R. Lewellen, Jr., as President of Northbrook Properties, Inc., an Illinois corporation.



AFFIX NOTARY STAMP

Mark J. Macur
Signature of Notary Public

MARK J. MACUR
(Print Notary Name)

My Commission Expires: APRIL 15, 2018

Commission No.: 426889

☒ Personally known, or
☐ Produced Identification
Type of Identification Produced

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1, 2, 3, 4 and 5, H.J. Patrick's Subdivision, according to the plat thereof as recorded in Plat Book F, Page 45, Public Records of Orange County, Florida. Less and except: The right of way taking described in Official Records Book 10016, Page 4264, Public Records of Orange County, Florida.

and:

Lot 21, less the North 5 feet, and Lots 20, 22, and 23, Drew and Phillips Subdivision, according to the plat thereof, as recorded in Plat Book D, Page 128, Public Records of Orange County, Florida.

This instrument prepared by and return to:
Paul S. Quinn, Jr., Esq.
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
Phone: (407) 843-8880

Property Appraiser's Parcel ID Numbers:
26-22-29-6720-01010, 26-22-29-6720-01030,
26-22-29-7908-00011, 26-22-29-7908-00012,
26-22-29-7908-00020, 26-22-29-7908-00031,
26-22-29-7908-00041, 26-22-29-2220-00060,
26-22-29-2220-00080, 26-22-29-2220-00090,
26-22-29-6720-01020, 26-22-29-1138-00010,
26-22-29-2220-00100, 26-22-29-2220-00041,
26-22-29-2220-00051, 26-22-29-2220-00150,
26-22-29-2220-00160, 26-22-29-2220-00170,
26-22-29-2220-00180, and 26-22-29-2220-00250

DOC# 20160329975
06/27/2016 01:10:41 PM Page 1 of 3
Rec Fee: \$27.00
Deed Doc Tax: \$154,595.70
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: GRAY ROBINSON PA



SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 24th day of June, 2016 by **CITY OF ORLANDO, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, FL 32801, hereinafter called the Grantor, to **ORLANDO SOCCER STADIUM LAND COMPANY, LLC**, a Florida limited liability company, whose address is 618 East South Street, Suite 510, Orlando, FL 32801, hereinafter called the Grantee:

[Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.]

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Orange County, Florida, as follows:

See Exhibit "A" attached hereto and incorporated herein.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under that said Grantor, save and except only for the following, to wit:

1. Ad valorem real property taxes for the year 2016 (which became a lien on said lands as of January 1, 2016) and any taxes or assessments levied or assessed against said lands subsequent to the date hereof.

NOTE TO RECORDER: Documentary stamp taxes in the amount of \$154,595.70 are being paid on the consideration amount of \$22,085,085.00 in connection with this Deed as required pursuant to Section 201.02, Florida Statutes.

123230214 - # 8927813 v2

1

2. Restrictions and easements of record, if any, but this reference to such restrictions shall not serve to reimpose the same.

AND the Grantor hereby releases all phosphates, metals, minerals and petroleum reservations it may have, if any, pursuant to Section 270.11(1), Florida Statutes.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

Kathy Scanlon
(Signature of Witness #1)

Kathy Scanlon
(Print name of Witness #1)

David Bott
(Signature of Witness #2)

David Bott
(Print name of Witness #2)

CITY OF ORLANDO, FLORIDA,
a municipal corporation existing under the laws of
the State of Florida

By:

Buddy Dyer
Buddy Dyer, Mayor

Attest:

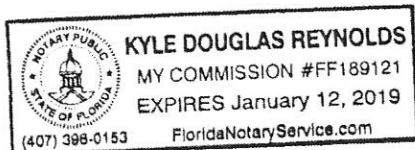
Amy T. Iennaco
Amy T. Iennaco, Acting City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 6 day of June, 2016, by Buddy Dyer, as Mayor and Amy T. Iennaco, as Acting City Clerk of the **CITY OF ORLANDO, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, who are (check one) ☒ personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

Name: Kyle Douglas Reynolds



Kyle Reynolds
Notary Public Signature
Print Notary

My commission expires

Jan 12, 2019

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel A:

Lots 1, 2, 3, and 4, SELLERS CENTRAL AVENUE SUBDIVISION, according to the plat thereof as recorded in Plat Book G, Page 88, Public Records of Orange County, Florida; Together with the East one-half of S. Parramore Avenue and North one-half of West Pine Street, adjacent to said lots vacated by Ordinance recorded February 24, 2015 in Official Records Book 10880, Page 1640, as corrected by Ordinance recorded March 2, 2016 as Instrument No. 20160109075, Public Records of Orange County, Florida.

and

Lots 6, 7, 8, and 9, DREW AND PHILLIPS SUB-DIVISION, according to the plat thereof as recorded in Plat Book D, Page 128, Public Records of Orange County, Florida; Together with the North one-half of West Pine Street adjacent to said lots vacated by Ordinance recorded February 24, 2015 in Official Records Book 10880, Page 1640, as corrected by Ordinance recorded March 2, 2016 as Instrument No. 20160109075, Public Records of Orange County, Florida.

and

Lots, 1, 2 and 3, Block "A", PARRAMORE HERITAGE PARK, according to the plat thereof as recorded in Plat Book 62, Pages 46 and 47, Public Records of Orange County, Florida; together with the West one-half of S. Parramore Avenue, adjacent to said lots vacated by Ordinance recorded February 24, 2015 in Official Records Book 10880, Page 1640, as corrected by Ordinance recorded March 2, 2016 as Instrument No. 20160109075, Public Records of Orange County, Florida.

and

TOGETHER WITH the real property described in Ordinance recorded February 24, 2015 in Official Records Book 10880, Page 1640, as corrected by Ordinance recorded March 2, 2016 as Instrument No. 20160109075, Public Records of Orange County, Florida.

Parcel B:

Lots 1 through 8, inclusive, JAY CAMPBELLS SUBDIVISION, according to the plat thereof as recorded in Plat Book F, Page 72, Public Records of Orange County, Florida.

and

Lots 4, 5 10, 11, 15, 16, 17, 18, 25, 26 and 27, DREW AND PHILLIPS SUB-DIVISION, according to the plat thereof as recorded in Plat Book D, Page 128, Public Records of Orange County, Florida,

LESS AND EXCEPT PARCELS 1 AND 2 AS SET FORTH BELOW:

1. The South 5 feet of Lots 4 through 7, JAY CAMPBELLS SUBDIVISION, according to the plat thereof as recorded in Plat Book F, Page 72, Public Records of Orange County, Florida; and
2. The South 5 feet of Lot 11, and the North 5 feet of Lot 18, DREW AND PHILLIPS SUB-DIVISION, according to the plat thereof as recorded in Plat Book D, Page 128, Public Records of Orange County, Florida.

This instrument prepared by and return to:
 Paul S. Quinn, Jr., Esq.
 GrayRobinson, P.A.
 301 East Pine Street, Suite 1400
 Orlando, Florida 32801
 Phone: (407) 843-8880

Property Appraiser's Parcel ID Number:
 26-22-29-2220-00280

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 22nd day of September, 2016 by KIM A. LI, a single woman, and un-remarried widow and surviving spouse of Ha A. Vong, deceased, whose address is 302 E. 21st Street, Chester, Pennsylvania, 19013, hereinafter called the Grantor, to ORLANDO SOCCER STADIUM LAND COMPANY, LLC, a Florida limited liability company, whose address is 618 E. South Street, Suite 510, Orlando, Florida 32801, hereinafter called the Grantee:

[Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.]

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Orange County, Florida, as follows:

See Exhibit "A" attached hereto and incorporated herein.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever. The property described herein is vacant land is not the homestead property of the Grantor. Grantor warrants and represents that she was married to Ha A. Vong upon his death on April 16, 2013, and that she has not remarried since that date.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under that said Grantor, save and except only for the following, to wit:

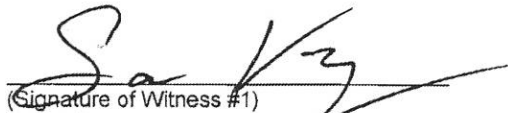
1. Ad valorem real property taxes for the year 2016 (which became a lien on said lands as of January 1, 2016) and any taxes or assessments levied or assessed against said lands subsequent to the date hereof.

2. Restrictions and easements of record, if any, but this reference to such restrictions shall not serve to reimpose the same.

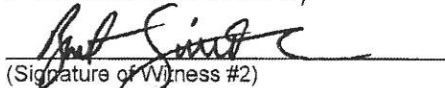
NOTE TO RECORDER: Documentary stamp taxes in the amount of \$3,772.30 (based on consideration of \$538,860.00) are being paid in connection with this Deed as required pursuant to Section 201.02, Florida Statutes.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:


(Signature of Witness #1)

Sam Vong
(Printed name of Witness #1)


(Signature of Witness #2)

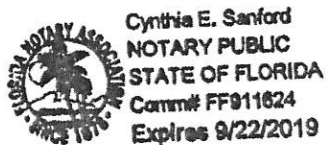
Brent Simon
(Printed name of Witness #2)

KIM A. LI
KIM A. LI

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 19th day of
September, 2016, by KIM A. LI, who is (check one): personally known to me, or ☒
produced PA I.D. as identification.

[AFFIX NOTARY SEAL]



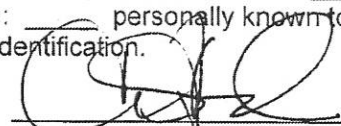

Notary Public Signature
Print Notary Name: Cynthia E. Sanford
My commission expires: 9/22/2019

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 28, of DREW AND PHILLIPS SUB-DIVISION, according to plat thereof, recorded in Plat Book "D", Page 128, Public Records of Orange County, Florida, less and except that portion of Lot 28 taken for right of way in Official Records Book 10337, Page 2213, being more particularly described as follows: Beginning at the Southeast corner of Lot 28, Drew and Phillips Subdivision as recorded in Plat Book "D", Page 128 of the Public Records of Orange County, Florida; thence S 89°42'52" W along the South line of said Lot 28 and the North right of way line of Church Street for a distance of 5.00 feet; thence N 44°37'45" E for a distance of 7.06 feet to a point on the East line of said Lot 28 and the West right of way line of Terry Avenue; thence S 00°27'20" E along said West right of way line for a distance of 5.00 feet to the Point of Beginning.

VACANT LAND SALES DATA SHEET

Sale No. Water Street

Location: Downtown Tampa/Sparkman Wharf area, generally at Channelside Drive and S. Meridian Ave. in Tampa, Florida.

Tax ID #: Multiple

Grantor: Multiple

Grantee: Strategic Property Partners (Bill Gates and Jeff Vinik)

Sale Date: October 2007 to current

Sale Price: \$79,877,800

Zoning/FLU: This site had a zoning of CBD-2, Central Business District, PD-A, Planned Development Alternative and CD-3, Channel District. The future land use designations include Central Business District and Regional Mixed Use. Central Business District does not have a max FAR.

Financing: Cash to Seller

Verification: Sean Lance, broker

Date of Inspection: January 14, 2021

Size of Property: The Water Street master plan indicates approximately 9 million square feet of improvements over 50± acres of land. The master plan indicates 2,000,000 square feet of office, 3,500 residential units, 1,420 hotel rooms, 1,000,000 square feet of retail/entertainment and 13 acres of open/green space.

The arm's length component of the land assemblage totals 27.880 acres.

Unit Price: \$2,865,057/Ac

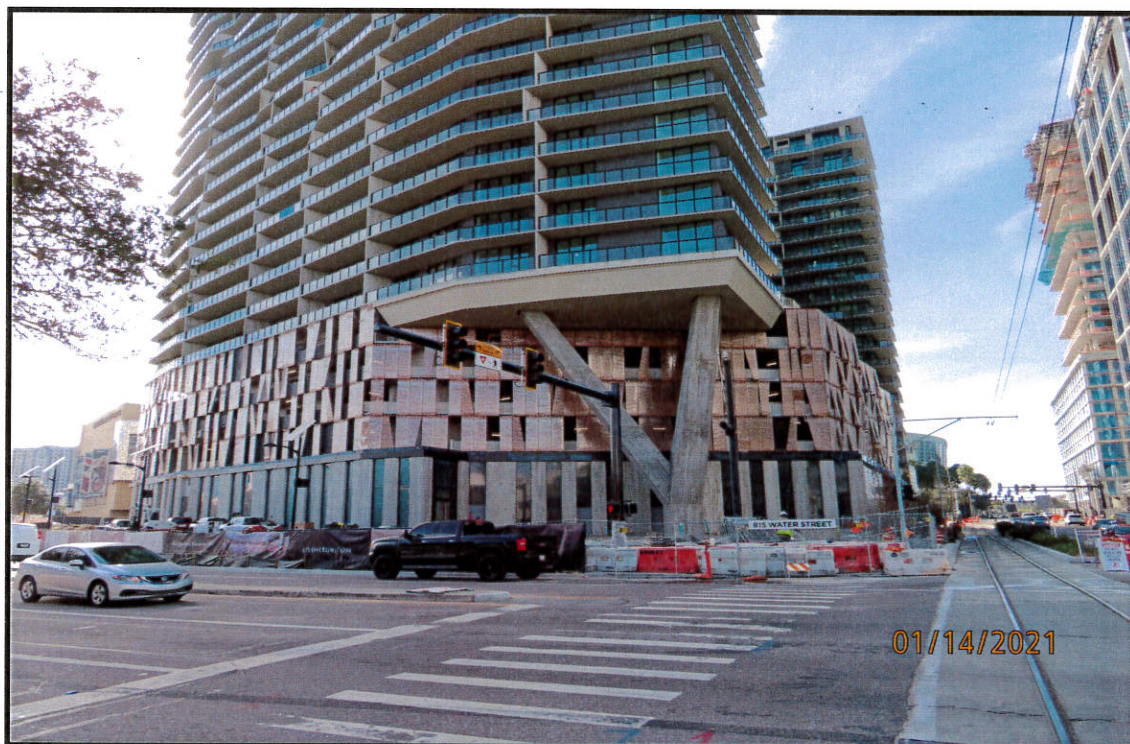
This unit price is somewhat misleading due to the inferior market conditions of many of the component transactions. Isolating transactions from 2014 to current indicates \$48,127,800 for 389,911 square feet (8.951 acres), or \$5,376,807 per acre or \$123.43 per square foot.

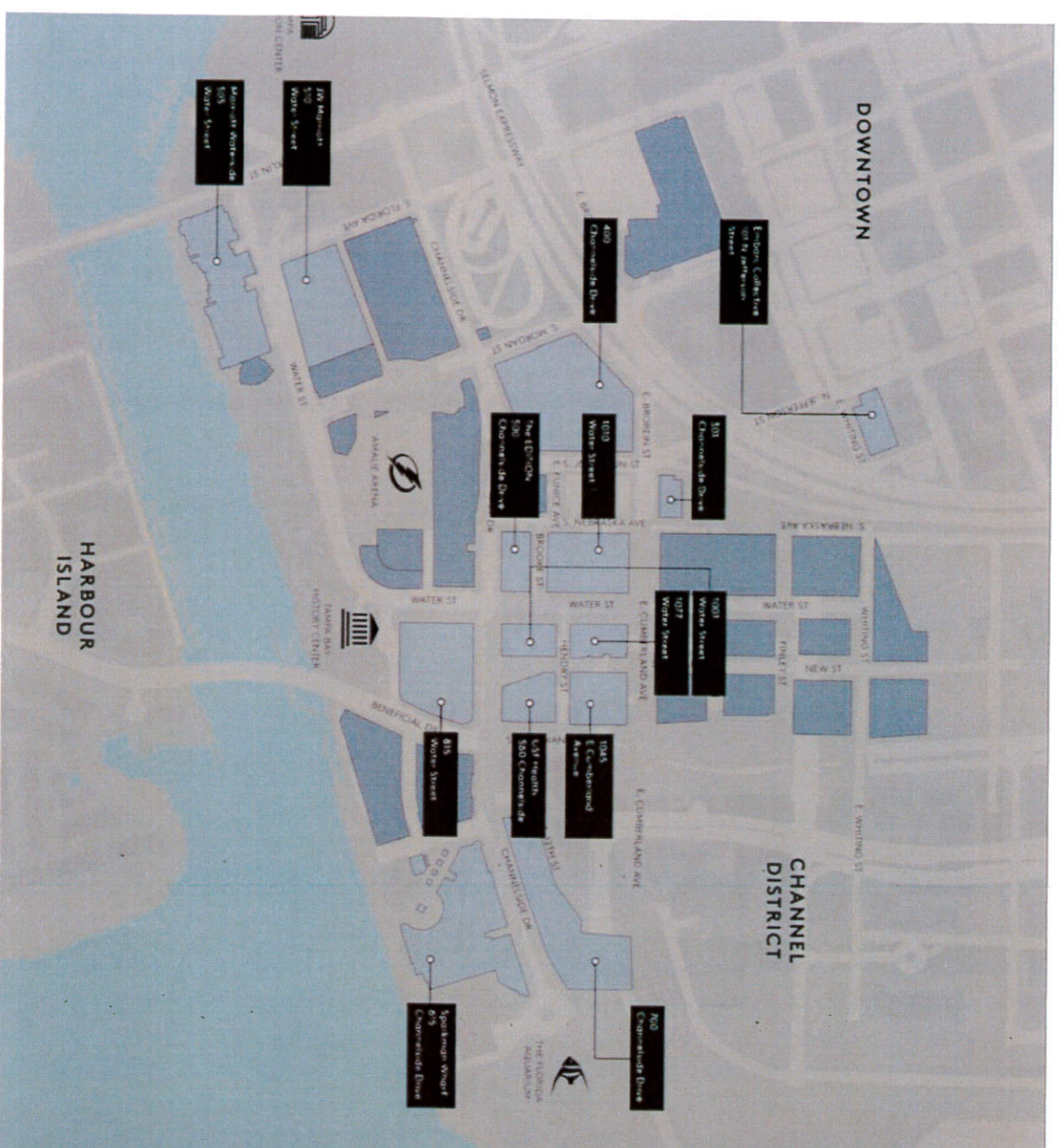
Utilities: All available

Sale No. Water Street

Notes: Most of the proposed structures range between 20-30 stories. Parts of this large assemblage were non-arm's length, land leases and improved properties planned for renovation

Sale	Date of Sale	Price	Land Size	Unit Price
26178/275	10/2018	\$2,750,000	0.800 Ac	\$3,437,500/Ac
26168/1923	10/2018	\$13,406,400	2.880 Ac	\$4,655,000/Ac
Garrison Lot	3/2018	\$9,321,400 (PV of \$9,87,000 over 10 years)	0.459 Ac	\$20,308,061/Ac
24818/905	3/2017	\$4,650,000	0.752 Ac	\$6,183,511/Ac
22986/591	12/2014	\$18,000,000	4.060 Ac	\$4,433,498/Ac
22262/991	11/2013	\$10,000,000	7.389 Ac	\$1,353,363/Ac
21387/264	9/2012	\$9,500,000	4.140 Ac	\$2,294,686/Ac
21111/1598	5/2012	\$1,000,000	0.440 Ac	\$2,272,727/Ac
20331/1487	1/2011	\$6,800,000	5.570 Ac	\$1,220,826/Ac
20298/1772	12/2010	\$2,400,000	0.640 Ac	\$3,750,000/Ac
18192/1168	10/2007	\$2,050,000	0.750 Ac	\$2,733,333/Ac
Total		\$79,877,800	27.880 Ac	\$2,865,057/Ac





Water Street Tampa

Office	2.0 M SF
Residential	3,500 Units
Hotel	1,420 Keys
Retail/Entertainment	1.0 M SF
Open/Green space	13 Acres

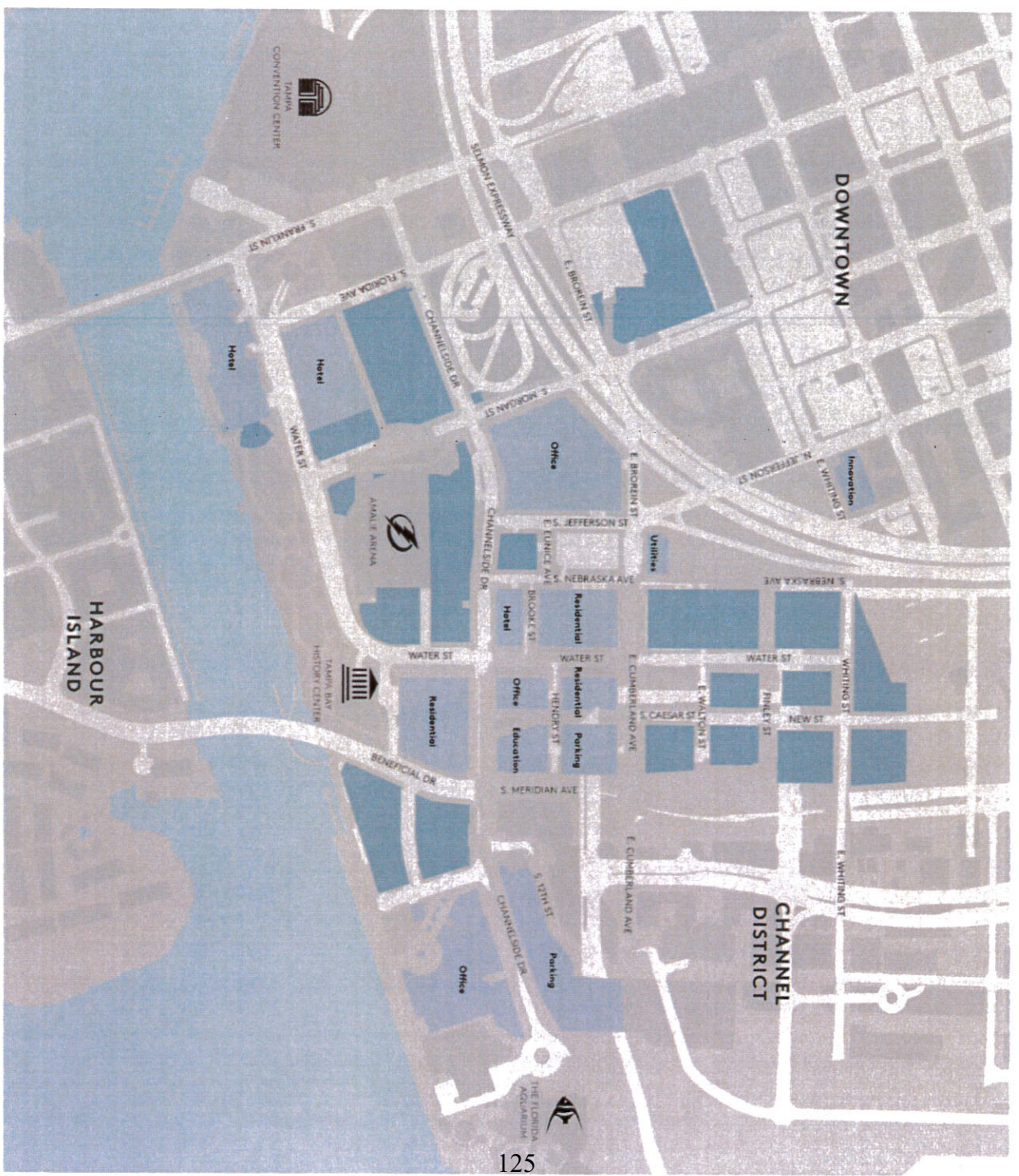
- Phase 1
- Phase 2

The master plan

FULL BUILD OUT

Office	2.0 M SF
Residential	3,500 Units
Hotel	1,420 Keys
Retail / Entertainment	1.0 M SF
Open / Green space	13 Acres

- Phase 1
- Phase 2



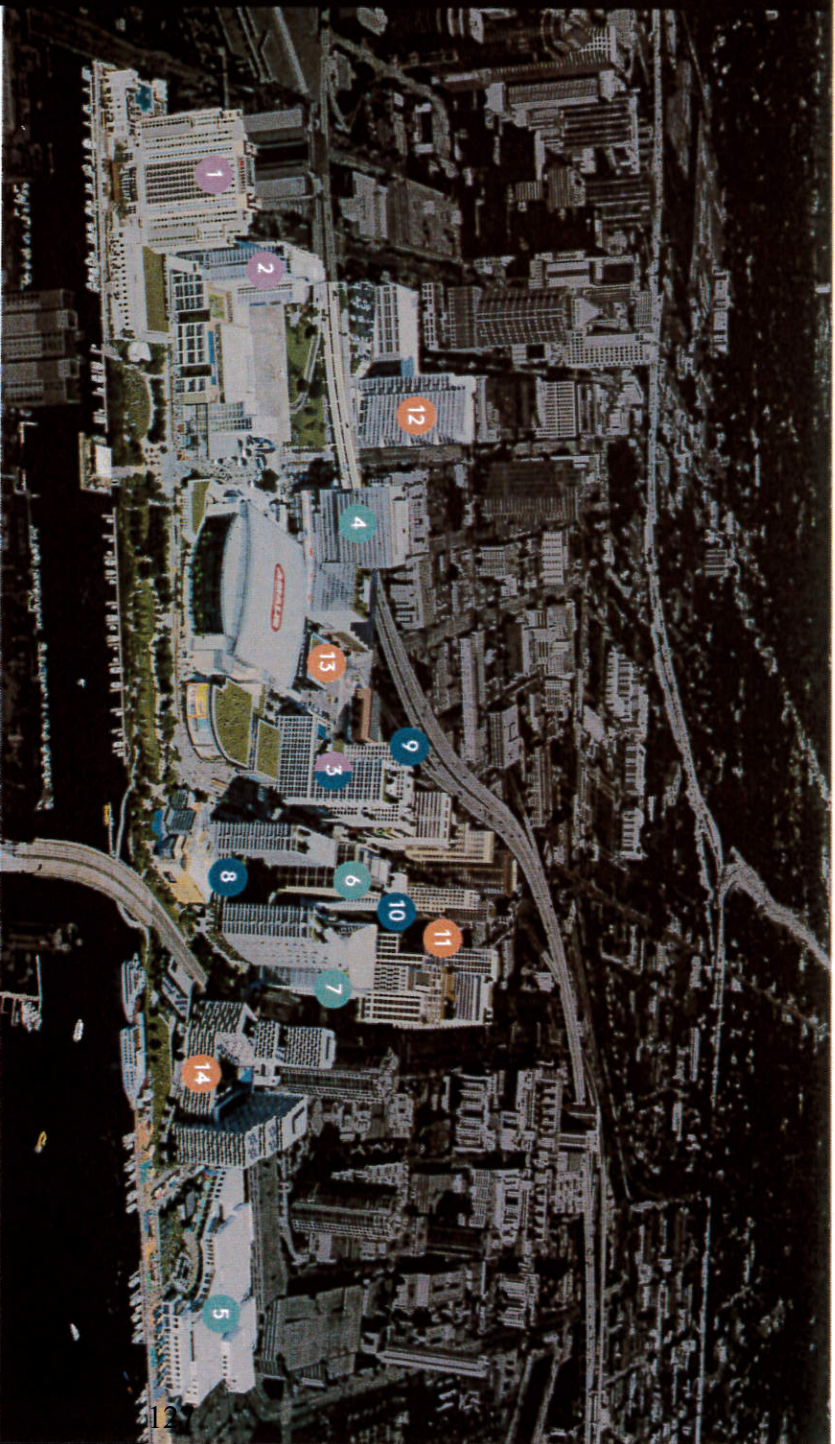
It's growing up

Residential
3,525*
Units
13,700**
Residents

Office
2,390,007*
Square Feet
45,000**
Employees

Annual visitors 3,169,300**

*Includes future phases
**Downtown, Channel District, Harbour Island



Hotels

- 1 727 Keys
- 2 519 Keys
- 3 173 Keys

Office

- 4 564,883 SF Office
122,650 SF Retail
- 5 188,523 SF Office
76,320 SF Retail
- 6 354,306 SF Office
10,568 SF Retail
- 7 2,000 Employees & Students
6,421 SF Retail

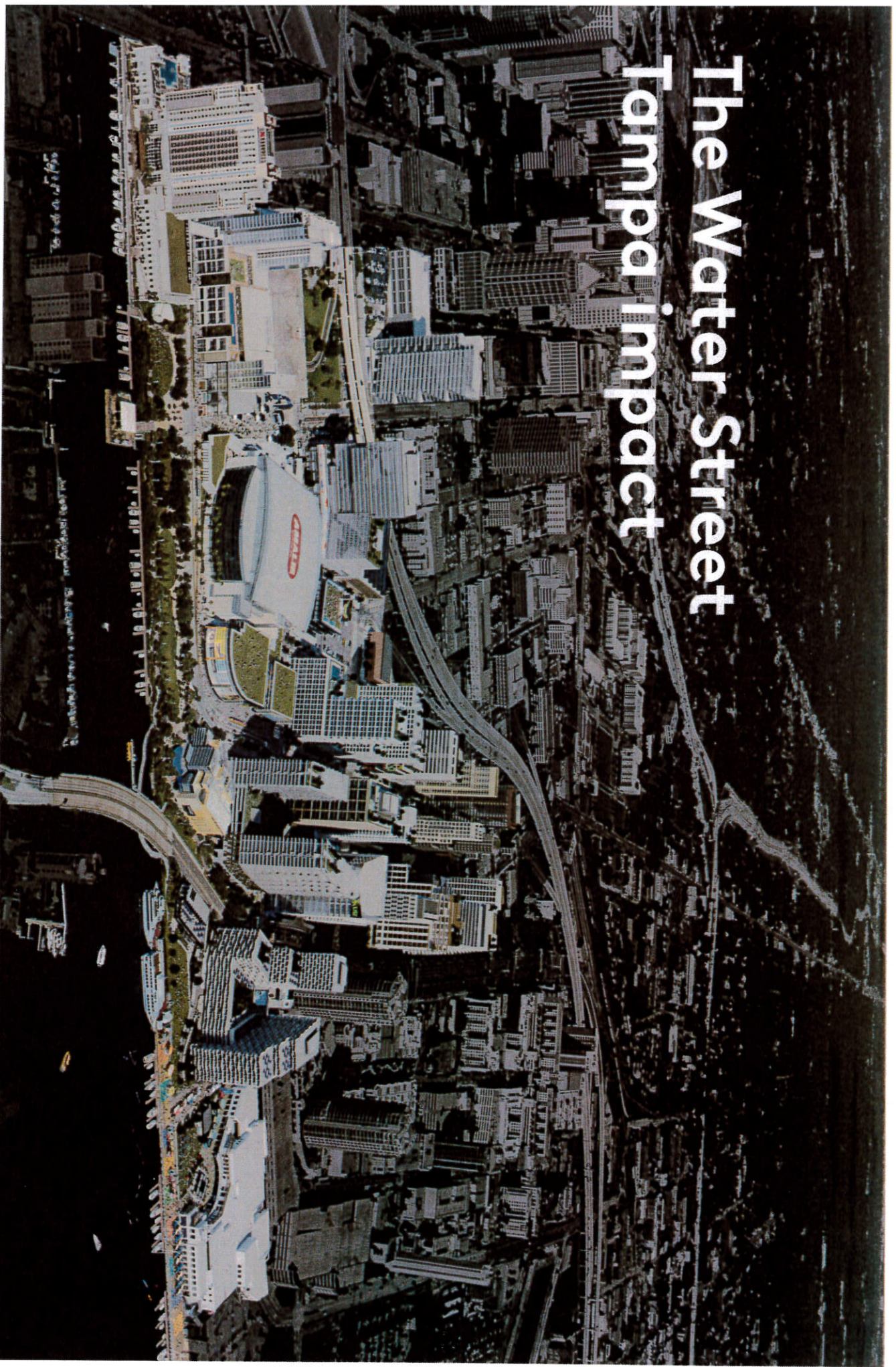
Residential

- 8 420 Units
52,848 SF Retail
- 3 37 Units
29,833 SF Retail
- 9 481 Units
29,833 SF Retail
- 10 388 Units
13,394 SF Retail

Future Phase

- 11 Residential & Retail
- 12 Office & Retail
- 13 Entertainment & Retail
- 14 Residential & Retail

The Water Street Tampa impact



**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Donald R. Bly
HOLLAND & KNIGHT LLP
100 N. Tampa St., Suite 4100
Tampa, FL 33602

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 31st day of October, 2018, by **The Tampa Hillsborough County Expressway Authority**, an Agency of the State of Florida, whose address is 1104 E. Twiggs St., S-300, Tampa, Florida 33602 ("Grantor"), to **Brorein Partners LLC**, a Delaware limited liability company, whose address is 615 Channelside Drive, Suite 201, Tampa, FL 33602 ("Grantee").

WITNESSETH: That Grantor for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, conveys and confirms unto Grantee all that certain land situated in Hillsborough County, Florida, more particularly described in **Exhibit "A"** hereto, together with all improvements thereon and all rights and appurtenances appertaining thereto (herein collectively called the "Property"). In accordance with Section 270.11, Florida Statutes, Grantor hereby expressly chooses and elects not to reserve any interests in phosphate, minerals, metals, and petroleum or petroleum products that may be in, on or under the Property.

This conveyance is given and accepted subject to any and all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property (herein called the "Permitted Encumbrances").

Grantee, by its acceptance hereof, agrees to assume and be solely responsible for payment of all ad valorem taxes pertaining to the Property for the calendar year 2019 and subsequent years; there having been a proper proration of same between Grantor and Grantee.

TO HAVE AND TO HOLD the Property unto Grantee, its legal representatives, successors, and assigns forever; and Grantor does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

[SIGNATURE PAGE FOLLOWS]

WITNESS THE EXECUTION HEREOF as of the _____ day of _____, 2018.

WITNESSES:

GRANTOR:

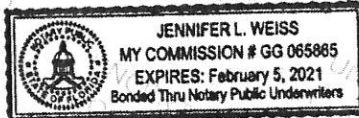
Jane H. Shibley
Print Name: Jane H. Shibley
Donald R. By
Print Name: DONALD R. BY

The Tampa Hillsborough County Expressway
Authority, an Agency of the State of Florida

By: Vincent Cassidy
Name: Vincent Cassidy
Title: CHAIRMAN

STATE OF Florida)
) ss.
COUNTY OF Hillsborough)

This instrument was acknowledged before me on October 31, 2018, by
Vincent Cassidy, in its capacity as Chairman of The Tampa Hillsborough County
Expressway Authority, an Agency of the State of Florida.



Jennifer L. Weiss
Notary Public
My commission expires: _____

[Signature Page – Special Warranty Deed]

EXHIBIT "A" TO DEED

Land Description

100.1 (O.R. Book 3036, page 1173)

THAT PART OF:

Lots 1 to 11 inclusive in Block 99, All in HENDRY & KNIGHT'S MAP OF THE GARRISON, according to the plat thereof as recorded in Plat Book 2, Page 73 of the Public Records of Hillsborough County, Florida,

Lying within the following described boundaries to wit:

Commence at a cross in brick marking the Northwest corner of Government Lot 14, Section 19, Township 29 South, Range 19 East, Hillsborough County, Florida; thence run North 89°37'24" West (Bearings based on U.S.C. and G.S. datum), 25.15 feet to a point; thence run South 00°22'36" West, 24.84 feet to an iron pipe marking the Northeast corner of Lot 1 in Block 99 of HENDRY AND KNIGHTS MAP OF THE GARRISON, according to the plat thereof as recorded in Plat Book 2, Page 73 of the Public Records of Hillsborough County, Florida; said iron pipe being the POINT OF BEGINNING of herein described parcel; thence run South 00°26'33" West, 88.37 feet to the beginning of a curve concave to the Southwest having a radius of 313.00 feet; thence run Northwesterly along the arc of said curve 179.00 feet through a central angle of 32°45'54" to the end of said curve; thence run North 00°26'33" East, 11.04 feet to a point; said point being the Northwest corner of Lot 3 in Block 99 of aforementioned subdivision; thence run South 89°45'29" East, 159.00 feet to the POINT OF BEGINNING.

Containing 6,401 square feet more or less.

[Legal Description (7 Pages)]

101.1 (O.R. Book 3042, page 1361)

THAT PART OF:

Lot 3 in Block 4-A of HENDRY & KNIGHT'S MAP OF CHAMBERLIN'S SUBDIVISION,
according to plat thereof recorded in Plat Book 10, on Page 23, of the Public Records of
Hillsborough County, Florida,

Lying within the following described boundaries to wit:

Commence at a cross in brick marking the Northwest corner of Government Lot 14, Section 19,
Township 29 South, Range 19 East, Hillsborough County, Florida; thence run South 89°51'14"
East (Bearings based on U.S.C. and G.S. Datum), 24.06 feet to a point; thence run South
00°08'46" West 25.01 feet to the Northwest corner of Lot 3 in Block 4-A of HENDRY AND
KNIGHT'S MAP OF CHAMBERLAIN SUBDIVISION, according to the plat thereof as recorded in
Plat Book 10, Page 23, of the Public Records of Hillsborough County, Florida; thence run South
00°14'16" West 70.00 feet to the Southwest corner of Lot 3 of the aforementioned subdivision;
said Southwest corner of Lot 3 being the POINT OF BEGINNING of herein described parcel;
thence run North 00°14'16" East 2.58 feet to the beginning of a curve concave to the Southwest
having a radius of 363.00 feet; thence run Southeasterly along the arc of said curve 3.57 feet
through a central angle 00°33'48" to the end of said curve; thence run North 89°51'07" West
2.46 feet to the POINT OF BEGINNING.

Containing 3 square feet more or less.

[Legal Description (7 Pages)]

Part of 102.1 (O.R. Book 3042, page 1361)

THAT PART OF:

Lots 4, 5, and 6 and that part of the North and South alley West of Lot 6 and East of Lot 5, and that part of the North and South alley East of the South 30.00 feet of Lot 4 in Block 4 of the CHAMBERLAIN'S SUBDIVISION, according to the plat thereof recorded in Plat Book 1, Page 104, of the Public Records of Hillsborough County, Florida, which lots are also shown on Hendry & Knight's Map of Chamberlain's Plat Book 5, Page 10, as being in Block 4A, and also on Hendry & Knight's Map of Chamberlain's Plat Book 10, Page 23, as being Block 4A; being a part of the West 270 feet of the North 845 feet of Government Lot 14 in Section 19, Township 29 South, Range 19 East

Lying within the following described boundaries to wit:

Commence at a cross in brick marking the Northwest corner of Government Lot 14, Section 19, Township 29 South, Range 19 East, Hillsborough County, Florida; thence run South 89°51'14" East (Bearings based on U.S.C. and G.S. Datum), 24.06 feet to a point; thence run South 00°08'46" West 25.01 feet to the Northwest corner of Lot 3 in Block 4-A of HENDRY AND KNIGHT'S MAP OF CHAMBERLAIN SUBDIVISION, according to the plat thereof as recorded in Plat Book 10, Page 23, of the Public Records of Hillsborough County, Florida; thence run South 00°14'16" West 70.00 feet to the Southwest corner of Lot 3 of the aforementioned subdivision and the POINT OF BEGINNING; thence run South 89°51'07" East 2.46 feet to the easterly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 8712, page 964 of the Public Records of Hillsborough County, Florida, said point being the beginning of a curve concave to the Southwest having a radius of 363.00 feet; thence run Southeasterly along said right-of-way by the arc of said curve 29.99 feet through a central angle of 04°44'00" to a point of tangency; thence run South 38°26'02" East, along said easterly right-of-way line, and along the easterly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 8606, page 798 of the Public Records of Hillsborough County, Florida 132.59 feet to the Southeast corner of said lands described in Official Record Book 8606, page 798; thence run South 38°26'02" East, along the easterly boundary of those lands described as Parcel 102.1 in Official Record Book 3042, page 1361 of the Public Records of Hillsborough County, Florida, 17.53 feet to a point on the North Right of Way line of Eunice Avenue; thence run North 89°51'07" West along the North Right of Way line of Eunice Avenue 63.96 feet to a point on the westerly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 9356, page 967 of the Public Records of Hillsborough County, Florida; thence run North 38°26'02" West, along said westerly right-of-way line, 83.21 feet to the East Right of Way line of Nebraska Avenue; thence run North 00°14'16" East along the East Right of Way line of Nebraska Avenue 74.95 feet to the POINT OF BEGINNING.

Containing 6,698 square feet more or less.

[Legal Description (7 Pages)]

103.1 (O.R. Book 3050, page 270) AND A PORTION OF Parcels 105.1 (O.R. Book 3042, page 1361) AND 106.1 (O.R. Book 3029, page 798)

THAT PART OF:

Lot 1, 2, 3 AND 7 of Block 5 of CHAMBERLIN'S SUBDIVISION, according to Plat thereof recorded in Plat Book 1, Page 104 of the Public Records of Hillsborough County, Florida together with one-half of the closed alleys adjacent thereto on the South side and on the West side thereof.

Lying within the following described boundaries to wit:

Commence at the Northeast corner of Lot 1 in Block 5B as shown by the plat of HENDRY AND KNIGHT'S MAP OF CHAMBERLAIN'S SUBDIVISION according to the Plat thereof recorded in Plat Book 5, Page 10, and re-recorded in Plat Book 10, page 23, of the Public Records of Hillsborough County, Florida; thence run North 89°50'02" West (Bearings based on U.S.C. and G.S. Datum), 79.98 feet along the South right-of-way line of Eunice Avenue to a point on the easterly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 8606, page 798 of the Public Records of Hillsborough County, Florida, said point being the POINT OF BEGINNING of herein described parcel; thence run South 38°26'02" East, along said easterly right-of-way line, 92.62 feet to the beginning of a curve concave to the Northeast having a radius of 337.00 feet; thence run Southeasterly along said easterly right-of-way by the arc of said curve 33.40 feet through a central angle of 05°40'44" to a point on the East line of the aforesaid Lots 1 and 7; thence run South 00°13'18" West, along said East line, 67.25 feet to a point on the southwesterly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 8272, page 627 of the Public Records of Hillsborough County, Florida, said point being the beginning of a curve concave to the Northeast having a radius of 387.00 feet; thence run Northwesterly along said westerly right-of-way line by the arc of said curve 84.77 feet through a central angle of 12° 33'00" to a point on the westerly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 8272, page 630 of the Public Records of Hillsborough County, Florida; thence along said westerly right-of-way, 1.82 feet along a prolongation of the previous curve through a central angle of 0°16'09" to a point of tangency; thence run North 38° 26'02" West, along said westerly right-of-way line, 126.21 feet to the Southern-most corner of Parcel 103.1 as recorded in Official Record Book 3050, page 270 of the Public Records of Hillsborough County, Florida; thence North 38°26'02" West, along the westerly boundary of said Parcel 103.1, 6.33 feet to a point on the South right-of-way line of Eunice Avenue; thence run South 89°50'02" East along the South right-of-way line of Eunice Avenue, 63.97 feet to the POINT OF BEGINNING.

Containing 8,650 square feet more or less.

[Legal Description (7 Pages)]

103.1A Section 10002-2517 (O.R. Book 3019, page 1293)

THAT PART OF:

Lots 1 to 4 inclusive, Lots 19, 20, 21 and Lot 18 less West 10 feet and the North 30 feet of the West 30 feet in Block 98 of HENDRY AND KNIGHT'S MAP OF THE GARRISON, according to plat thereof as recorded in Plat Book 2, Page 73 of the Public Records of Hillsborough County, Florida

Lying within the following described boundaries to wit:

Commence at a cross in brick marking the Northwest corner of Government Lot 14, Section 19, Township 29 South, Range 19 East, Hillsborough County, Florida; thence run North 89°37'24" West (Bearings based on U.S.C. and G.S. Datum), 224.04 feet to a point; thence run South 00°22'36" West, 25.18 feet to an iron pipe marking the Northeast corner of Lot 1 in Block 98 of HENDRY AND KNIGHT'S MAP OF THE GARRISON, according to the plat thereof as recorded in Plat Book 2, Page 73 of the Public Records of Hillsborough County, Florida and said iron pipe also lying at a point of intersection with the existing Southerly right-of-way line of Cumberland Avenue and the existing Westerly right-of-way line of Jefferson Street; said iron pipe being the POINT OF BEGINNING of the herein described parcel; thence run South 00°27'28" West, 34.30 feet along said Westerly right-of-way line to a point; thence run North 27°08'12" West, 38.88 feet to a point of intersection with said Southerly right-of-way line of Cumberland Avenue; thence run South 89°36'18" East, 18.01 feet to the POINT OF BEGINNING.

Containing 309 square feet, more or less.

[Legal Description (7 Pages)]

104.1 (O.R. Book 3083, page 264)

THAT PART OF:

Lots 4 through 6 in Block 3 of A.W. GILCHRIST'S OAK GROVE ADDITION TO TAMPA according to Plat thereof recorded in Plat Book 2, Page 31 of the Public Records of Hillsborough County, Florida; also all of the East and West alley of Block 3 (now closed); also the North 40 feet of Lots 1, 2 and 3 in Block 6 of said subdivision; that portion of Conway Street (now closed) lying between a Northerly extension of the East and West line of said Block 6. Lying within the following described boundaries to wit:

For a POINT OF BEGINNING of herein described parcel commence at an iron rod marking the Southwest corner of the North 40 feet of Lot 1 in Block 6 of A.W. GILCHRIST'S OAK GROVE ADDITION TO TAMPA according to plat thereof recorded in Plat Book 2, Page 31 of the Public Records of Hillsborough County, Florida; thence run North 00°21'25" East (Bearings based on U.S.C. and G.S. Datum), 67.70 feet to the beginning of a curve concave to the Northeast having a radius of 337.00 feet; thence run Southeasterly along the arc of said curve 133.40 feet through a central angle of 22°40'51" to the end of said curve; thence run South 00°21'25" West, 10.99 feet to an iron rod marking the Southeast corner of the North 40 feet of Lot 3 of Block 6 in aforementioned subdivision; said point also being on the North Right-of-Way line of Platt Street; thence run North 89°49'27" West, along the North right-of-way line of Platt Street 119.97 feet to the POINT OF BEGINNING.

Containing 4,137 square feet more or less.

[Legal Description (7 Pages)]

104.1A Section 10002-2517 (O.R. Book 3019, page 1291)

THAT PART OF:

Lots 1 to 4 inclusive, Lots 11, 12 and 13 in Block 101 of HENDRY AND KNIGHT'S MAP OF THE GARRISON, according to plat thereof as recorded in Plat Book 2, Page 73 of the Public Records of Hillsborough County, Florida

Lying within the following described boundaries, to wit:

Commence at a cross in brick marking the Northwest corner of Government Lot 14, Section 19, Township 29 South, Range 19 East, Hillsborough County, Florida; thence run North 89°37'24" West (Bearings based on U.S.C. and G.S. Datum), 201.64 feet to a point; thence run South 00°25'19" West, 485.91 feet to a point; thence run North 89°34'41" West, 22.59 feet to a point; said point being the Southeast corner of Lot 13, in Block 101 of HENDRY AND KNIGHT'S MAP OF THE GARRISON, according to the plat thereof as recorded in Plat Book 2, Page 73 of the Public Records of Hillsborough County, Florida and said point also being at a point of intersection with the existing Northerly right-of-way line of Platt Street and the existing Westerly right-of-way line of Jefferson Street; said point of intersection being the POINT OF BEGINNING of herein described parcel; thence run North 89°00'06" West, 60.94 feet to a point of intersection with a curve concave to the Northwest having a radius of 70.00 feet; thence from a tangent bearing North 14°20'51" East, run Northwesterly along the arc of said curve 85.96 feet through a central angle of 70°21'22" to the end of said curve; thence run South 00°27'28" West, 53.42 feet to the POINT OF BEGINNING.

Containing 926 square feet, more or less.

PARCEL 104.1 BEING SUBJECT TO THE FOLLOWING:

Those portions of above described Parcel 104.1 previously conveyed to the City of Tampa as right-of-way easements in Deed Book 1164, PAGE 41 and Deed Book 1171, page 416, of the Public Records of Hillsborough County, Florida.

[Legal Description (7 Pages)]

Prepared by and after recording return to:
Donald R. Bly
HOLLAND & KNIGHT LLP
100 N. Tampa Street, Suite 4100
Tampa, Florida 33602

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 15th day of October, 2018, by and between **ARDENT MILLS, LLC**, a Delaware limited liability company, whose address is 1875 Lawrence Street, Suite 1400, Denver Colorado 80202 ("*Grantor*"), and **WST MILL LLC**, a Delaware limited liability company, whose address is 615 Channelside Drive, Suite 201, Tampa Florida 33602 ("*Grantee*"). *(The terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of limited liability companies and corporations.)*

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of Hillsborough, State of Florida, and more particularly below (the "*Property*"):

All of Blocks 8, 9 and 10, and Lots 6, 8, and 10 through 15, inclusive Block 11, MAP OF FINLEY AND CAESAR SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 1, Page 84, of the Public Records of Hillsborough County, Florida.

TO HAVE AND TO HOLD the same unto Grantee in fee simple, forever.

SUBJECT TO Taxes and assessments for 2018 and subsequent years, zoning and other governmental regulations, and covenants, conditions, easements and restrictions of record.

AND Grantor, for itself and its successors, hereby covenants with Grantee and Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor only.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its duly authorized corporate officer on the date stated above.

Signed, sealed and delivered
in the presence of:

ARDENT MILLS, LLC, a Delaware
limited liability company

Douglas G Barkema
(Witness Signature)
Douglas G Barkema
(Print Name)

By: [Signature]
Print Name: William P. Stauter
As its: Chief Operating Officer

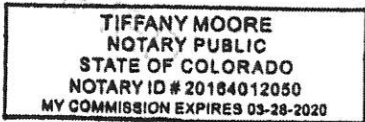
Diane Hakes
(Witness Signature)
Diane Hakes
(Print Name)

STATE OF Colorado
COUNTY OF Denver

The foregoing instrument was acknowledged before me this 12 day of October, 2018, by William P. Stauter, as Chief Operating Officer of **ARDENT MILLS, LLC**, a Delaware limited liability company, on behalf of the company, who is personally known to me.

(SEAL)

Notary Public Sign: [Signature]
Print Name: Tiffany Moore
State and County Aforesaid
My commission expires: 3-28-2020



#58603049_v1

Prepared by and after recording return to:
Donald R. Bly
Holland & Knight LLP
P. O. Box 1288
Tampa, FL 33602

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 24th day of March, 2017, by and between **01-22-28, LLC**, a Florida limited liability company, whose address is 3301 Bayshore Blvd #2410, Tampa, FL 33629, and **03-12-03, LLC**, a Florida limited liability company, whose address is 3301 Bayshore Blvd #2410, Tampa, FL 33629 (collectively "**Grantor**"), and **802 Whiting LLC**, a Delaware limited liability company, whose address is 615 Channelside Drive, Suite 201, Tampa, FL 33602 ("**Grantee**").

(Wherever used herein the term "**Grantor**" and "**Grantee**" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of Hillsborough, State of Florida, and more particularly described as follows (the "**Property**");

See **Exhibit "A"**, attached hereto and made a part hereof

TO HAVE AND TO HOLD the same unto Grantee in fee simple, forever.

SUBJECT TO all (i) easements, covenants, conditions and restrictions of record, but without reimposing same, and (ii) taxes and assessments for the year 2017 and subsequent years which are not yet due and payable;

AND Grantor, for itself and its successors, hereby covenants with Grantee and Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor only.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its duly authorized corporate officer on the date stated above.

Signed, sealed and delivered
in the presence of:

Sign: [Signature]
Print Name: Alfred A. Colby
Sign: [Signature]
Print Name: Vincent W. Nuccio Jr.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

01-22-28, LLC, a Florida
limited liability company

By: [Signature]
Gary A. Holtzman, as Member

The foregoing instrument was acknowledged before me this 23rd day of March, 2017, by Gary A. Holtzman, as Member of 01-22-28, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.



Notary Public
Sign: [Signature]
Print Name: _____
State and County Aforesaid
My commission expires: _____

Signed, sealed and delivered
in the presence of:

Sign: [Signature]
Print Name: Vincent W. Nuccio Jr.
Sign: [Signature]
Print Name: Alfred A. Colby

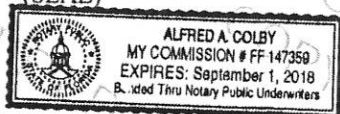
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

03-12-03, LLC, a Florida
limited liability company

By: [Signature]
Gary A. Holtzman, as Member

The foregoing instrument was acknowledged before me this 23rd day of March, 2017, by Gary A. Holtzman, as Member of 03-12-03, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

(SEAL)



Notary Public
Sign: [Signature]
Print Name: _____
State and County Aforesaid
My commission expires: _____

Exhibit "A"

Legal Description

The land referred to herein below is situated in the County of Hillsborough, State of Florida, and is described as follows:

PARCEL 1:

Lots 4, 5 and 6, Block 3, DREW'S ADDITION TO TOWN OF TAMPA, according to the plat thereof recorded in Deed Book K, page 534, of the Public Records of Hillsborough County, Florida; TOGETHER WITH THE Southerly one-half of vacated alley abutting to the North of said Lots.

TOGETHER WITH:

The West 5 feet of Lot 1 and the East 32 feet, 4 inches of Lot 2, Block 3, DREW'S ADDITION TO TOWN OF TAMPA, according to the plat thereof recorded in Deed Book K, page 534, of the Public Records of Hillsborough County, Florida; TOGETHER WITH the Northerly one-half of vacated alley abutting said Lots 1 and 2 to the South.

PARCEL 2:

The East 65 feet of Lot 1, Block 3, DREW'S ADDITION TO TOWN OF TAMPA, according to the plat thereof recorded in Deed Book K, page 534, of the Public Records of Hillsborough County, Florida; TOGETHER WITH the Northerly one-half of vacated alley abutting said Lot 1 to the South.

Prepared by/Return to:
Michael E. Botos
Cozen O'Connor
One North Clematis Street, Suite 510
West Palm Beach, Florida 33401
Property Control Numbers: 1937000000; 210000; 880000;
940000; 990000; 220500; 870000; 92000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 10th day of December, 2014, between **CDC LAND INVESTMENTS, INC.**, a Florida corporation, and **COLLIER LAND HOLDINGS, LTD.**, a Florida limited partnership, the address of which is 2550 Goodlette Road, North, Suite 100, Naples, Florida 34103 (collectively "**Grantor**") and **FLORIDA WHITING PROPERTIES LLC**, a Delaware limited liability company, the address of which is 401 Channelside Drive, Tampa, Florida 33602 (the "**Grantee**").

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, receipt whereof by Grantor is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, the following described land, situate, lying and being located in Hillsborough County, Florida, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

This conveyance is made subject to:

- (i) Applicable zoning ordinances;
- (ii) Easement, reservations and restrictions of record; and
- (iii) Real estate taxes for the year 2015 and all subsequent years.

GRANTOR hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no others.

GRANTOR warrants that the conveyance evidenced hereby does not constitute a sale of all or substantially all of Grantor's assets.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

CDC LAND INVESTMENTS, INC., a Florida corporation

By: Patrick L. Utter (Corp Seal)
Print Name: Sandra L. Mahoney Name: Patrick L. Utter
Title: Vice President

Valerie Pike
Print Name: Valerie Pike

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10th day of December, 2014 by Patrick L. Utter, the VP of CDC Land Investments, Inc., a Florida corporation. He is ☒ personally known to me or ☐ has produced _____ as identification.

(seal)



Florida Collier
Notary Public in and for the State and County aforesaid.

Commission Number: EE155054
My Commission expires: MARCH 15, 2016
Print Notary Name: Sandra L. Mahoney

WITNESSES:

COLLIER LAND HOLDINGS, LTD., a
Florida limited partnership

By: Collier Enterprises, Inc., a Florida
corporation, its sole general partner

Sandra J. Mahoney
Print Name: SANDRA L. MAHONEY

Val P
Print Name: VALERIE PIKE

Patrick L. Utter Corp Seal)
Name: Patrick L. Utter
Title: Vice President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10th day of December, 2014
by Patrick L. Utter, the VP of Collier Enterprises, Inc., a
Florida corporation, the sole general partner of Collier Land Holdings, Ltd. a Florida limited
partnership, on behalf of the corporation. He is ☒ personally known to me or ☐ has produced
as identification.

(seal)



Florida, Collier
Notary Public in and for the State and County
aforesaid.

Commission Number: EE 155056

My Commission expires: March 15, 2016

Print Notary Name: Sandra J. Mahoney

Exhibit "A"

LEGAL DESCRIPTION:

ALL OF BLOCK 6, REVISED PLAT OF BELL'S ADDITION TO TAMPA, PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 96, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, TOGETHER WITH THE NORTH 1/2 OF VACATED BELL STREET ABUTTING THEREON, LESS THE NORTH 2 FEET OF LOTS 15, 16 AND 17 OF SAID BLOCK 6; AND:

ALL OF BLOCK 0A, REVISED PLAT OF BELL'S ADDITION TO TAMPA, PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 96, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, TOGETHER WITH THE SOUTH 1/2 OF VACATED BELL STREET ABUTTING THEREON, AND THE NORTH 1/2 OF VACATED CUMBERLAND AVENUE (GARRISON AVENUE PER PLAT) ABUTTING THEREON; AND:

ALL OF BLOCK 96, HENDRY & KNIGHT'S MAP OF THE GARRISON, PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 73, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, TOGETHER WITH THE SOUTH 1/2 OF VACATED CUMBERLAND AVENUE (GARRISON AVENUE PER PLAT) ABUTTING THEREON, LESS THAT PART THEREOF CONVEYED TO TAMPA - HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY RECORDED IN OFFICIAL RECORD BOOK 3057, PAGE 1881, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; AND:

LOT 6, BLOCK 95, HENDRY & KNIGHT'S MAP OF THE GARRISON, PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 73, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, TOGETHER WITH THE NORTH 1/2 OF VACATED CUMBERLAND AVENUE (GARRISON AVENUE PER PLAT) ABUTTING THEREON; AND:

THAT PORTION OF LOT 5, BLOCK 95, HENDRY & KNIGHT'S MAP OF THE GARRISON, PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 73, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AS DESCRIBED IN OFFICIAL RECORD BOOK 3565, PAGE 1895, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; AND:

THAT PORTION OF FORMER RAILROAD PROPERTY WITHIN REVISED PLAT OF BELL'S ADDITION TO TAMPA, RECORDED IN PLAT BOOK 1, PAGE 96, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AS DESCRIBED IN OFFICIAL RECORD BOOK 4041, PAGE 1405, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA;

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY:

THE SOUTH 235.93 FEET OF THE WEST 217.47 FEET.

F-36 SD
D-70,000.00
70,025.00

**PREPARED BY AND AFTER RECORDING
RETURN TO:**

Donald R. Bly, Esquire
Squire Sanders (US) LLP
201 N. Franklin Street, Suite 2100
Tampa, Florida 33602

Tax Parcel Identification Nos.: 193812.0000, 193814.0000 and 193825.0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made effective this 15th day of November, 2013 by **CHANNELSIDE DEVELOPMENT, LLC**, a Delaware limited liability company, whose address is 2200 Biscayne Boulevard, Miami, Florida, 33137 ("Grantor"), to **CHANNELSIDE CUMBERLAND PROPERTIES LLC**, a Delaware limited liability company, whose address is 7400 E Crestline Circle, Suite 200, Greenwood Village, Colorado 80111 ("Grantee").

WITNESSETH: That Grantor for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, conveys and confirms unto Grantee all that certain land situated in Hillsborough County, Florida, more particularly described as follows, together with all structures and improvements thereon, and all privileges, easements, rights and appurtenances appertaining thereto (herein collectively called the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This conveyance is given and accepted subject to taxes and assessments for the year 2014 and subsequent years, covenants, restrictions and public utility easements of record and to any and all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property (herein called the "Permitted Encumbrances").

Grantee, by its acceptance hereof, agrees to assume and be solely responsible for payment of all ad valorem taxes pertaining to the Property for the calendar year 2014 and subsequent years.

TO HAVE AND TO HOLD the Property unto Grantee, its legal representatives, successors, and assigns forever; and Grantor does hereby bind itself, its legal representatives, successors, and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this Deed has been executed by Grantor and is a conveyance of substantially all the assets of the Grantor, as of the date of the acknowledgement set forth below, to be effective on the 15th day of November, 2013.

CHANNELSIDE DEVELOPMENT, LLC, a
Delaware limited liability company

Signed, sealed and delivered in our presence:

[Signature]
Witness Printed Name: Stephanie Calzadilla

[Signature]
Witness Printed Name: Judah Mandel

By: CHANNELSIDE DEVELOPMENT
HOLDINGS, LLC, a Delaware limited
liability company, its sole Member and
Manager

By: CH INVESTMENT HOLDINGS,
LLC, a Delaware limited liability
company, its sole Member and
Manager

By: [Signature]
Print Name: SHARON CHRISTENBURY
Title: VICE PRES.

(SEAL)

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

This instrument was acknowledged before me this 12th day of November, 2013, by Sharon Christenbury, as Vice President of CH Investment Holdings, LLC, a Delaware limited liability company, the sole Member and Manager of Channelside Development Holdings, LLC a Delaware limited liability company, the sole Member and Manager of CHANNELSIDE DEVELOPMENT, LLC, a Delaware limited liability company, who is personally known to me or who presented _____ as identification.

[Signature]
Notary Public

My commission expires: 1-29-2014



ERICA V. CARTER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0933182
Expires 1/29/2014

EXHIBIT A**Parcel I:**

Lot 1, less that part deeded to Tampa-Hillsborough County Expressway Authority by Deed recorded in Official Records Book 3019, page 1293, of the Public Records of Hillsborough County, Florida; all of Lots 2 to 4 inclusive; Lots 12 to 21 inclusive; less that part deeded to Tampa-Hillsborough County Expressway Authority by Deed recorded in Official Records Book 3522, page 1300, of the Public Records of Hillsborough County, Florida; all in Block 98 of Hendry & Knight's Map of the Garrison, as per map or plat thereof recorded in Plat Book 2, page 73, of the Public Records of Hillsborough County, Florida, together with that part of the alley (now closed) more particularly described as follows: Begin at the Northeast corner of Lot 21, Block 98, Hendry & Knight's Map of the Garrison as per map or plat thereof recorded in Plat Book 2, page 73, of the Public Records of Hillsborough County, Florida, and run thence West to a point 21.63 feet West of the Northeast corner of Lot 14 in said Block 98 which point is on the Southeasterly right of way line of Tampa South Crosstown Expressway and which point is hereby designated Point "A", begin again at the Point of Beginning and run thence North 12 feet to the Southeast corner of Lot 1 in said Block 98, run thence West to the Southwest corner of Lot 4 in said Block 98, run thence South to the center of the alley (now closed) run thence West along said center line to a point on the Southeasterly right of way of Tampa South Crosstown Expressway, thence Southwesterly along said Southeasterly right of way line to a point hereby designated Point "A".

Parcel II:

All of Lots 1 to 4, inclusive and Lots 11 to 13 inclusive, less that part deeded to City of Tampa by Deeds recorded in Deed Book 1164, page 41, of the Public Records of Hillsborough County, Florida and in Deed Book 1171, page 416, of the Public Records of Hillsborough County, Florida, and less that part deeded to Tampa-Hillsborough County Expressway Authority by Deed recorded in Official Records Book 3019, page 1291, of the Public Records of Hillsborough County, Florida, all in Block 101 of Hendry & Knight's Map of the Garrison, as per map or plat thereof recorded in Plat Book 2, page 73 of the Public Records of Hillsborough County, Florida, together with part of the North one-half of the alley (now closed) abutting Lots 1 to 4, inclusive, on the South, and together with that part of the South one-half of the alley (now closed) abutting Lots 11 to 13, inclusive on the North.

Parcel III:

That part of the alley (now closed) which abuts Lots 5, 6, 7, 8, 14, 15, 16 and 17; all in Block 98 of Hendry & Knight's Map of the Garrison, as per map or plat thereof recorded in Plat Book 2, page 73, of the Public Records of Hillsborough County, Florida, more particularly described as follows: Begin at the Southwest corner of Lot 4, in said Block 98; run thence South 6 feet to the center of the alley (now closed), run thence West along said center line to a point on the Southeasterly right of way of Tampa-South Crosstown Expressway, thence Northeasterly along said Southeasterly right of way line 8.47 feet to a point on the Southern boundary of Lot 8 in said

Block 98; run thence East along the Southern boundary lines of Lots 8, 7, 6 and 5 in said Block 98 to the Point of Beginning.

Parcel IV:

That portion of Lots 5, 6, 7 and 8, Block 98 of Hendry & Knight's Map of the Garrison, according to the plat thereof as recorded in Plat Book 2, page 73, of the Public Records of Hillsborough County, Florida, lying Southeasterly of the Lee Roy Selmon Expressway (formerly the Tampa South Crosstown Expressway), being more particularly described as follows:

Begin at the Northeast corner of said Lot 5; thence South $00^{\circ}16'50''$ West, 122.02 feet along the Easterly boundary line of said Lot 5 to the Southeast corner thereof; thence North $89^{\circ}51'48''$ West, 159.57 feet along the Southerly boundary line of said Lots to the Southeasterly right-of-way line of the Lee Roy Selmon Expressway; thence North $45^{\circ}02'29''$ East, 172.44 feet along said right-of-way line to the Northerly boundary line of said Lot 5, said line also being the Southerly right-of-way line of Brorein Street; thence South $89^{\circ}38'55''$ East, 38.12 feet along said Northerly boundary line and said Southerly right-of-way line to the Point of Beginning.

8p9

10p9

Prepared by and return to:

Stephen H. Reynolds, Esquire
Macfarlane Ferguson & McMullen
201 N. Franklin Street, Suite 2000
Tampa, Florida 33602

Folio Number: 198886.0000; 198889.0000; 198889.5000;
198954.0000; 198964.0000; 198968.0000;
198969.0000; 198970.0000.

* 69.50 rec
4.00 NMCs
66,500.00 BS

#16.573.50

SPECIAL WARRANTY DEED

THIS INDENTURE, made effective as of the 25th day of September, 2012, between **Linda Schalek and Mallory Italiano Dillion**, as Co-Personal Representatives of the **Estate of Anthony S. Italiano, Sr.**, deceased, and as Co-Trustees of the **Anthony S. Italiano, Sr. 1990 Revocable Trust** under Agreement dated August 31, 1990; **Anthony Companies, LLC**, a Florida limited liability company; **Anthony Distributors, Inc.**, a Florida corporation; and **Caesar Street, LLC**, a Florida limited liability company (collectively, the "**Grantor**"), and **Crestline Acquisitions Group LLC**, a Delaware limited liability company ("**Grantee**"), whose mailing address is 7400 E. Crestline Circle, Suite 250, Greenwood Village, CO 80111.

WITNESSETH:

Each Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to each Grantor in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred and by these presents does grant, bargain, sell and transfer unto Grantee and its heirs, successors and assigns forever, its portion of that certain real property in the County of Hillsborough and State of Florida, including all appurtenances thereto (the "**Property**"), more particularly described as follows:

See Legal Description attached hereto as **Exhibit A** and made a part hereof.

Grantors warrant that this is vacant land and not homestead property, and was never the homestead of Anthony S. Italiano, Sr., deceased.

TOGETHER WITH all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever.

And each Grantor covenants with Grantee that its portion of the Property is free from all encumbrances except the following: (i) the lien of all taxes and assessments for the year 2012 and subsequent years, and (ii) all covenants, conditions, restrictions, reservations and limitations as shown on **Exhibit B** attached hereto, the reference to which shall not serve to reimpose the same; and that each Grantor does hereby warrant the title to its portion of the Property, and will defend the same, against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

WITNESS the execution hereof as of the date first written above.

Signed in the presence of:

[Signature]
Stephen H. Reynolds
 (printed name of witness)

[Signature]
KATHLEEN E. ROBERTS
 (printed name of witness)

[Signature]
Stephen H. Reynolds
 (printed name of witness)

[Signature]
KATHLEEN E. ROBERTS
 (printed name of witness)

[Signature]

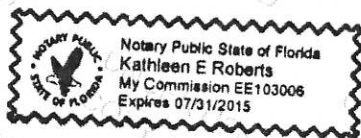
Linda Schalck, as Co-Personal Representative
 of the Estate of Anthony S. Italiano, Sr., and
 Managing Co-Trustee of the Anthony S. Italiano,
 Sr. 1990 Revocable Trust u/a/d 8/31/1990
 Address: P.O. Box 1558
 Elfers, Florida 34680

[Signature]

Mallory Italiano Dillion, as Co-Personal
 Representative of the Estate of Anthony S.
 Italiano, Sr., and Co-Trustee of the Anthony S.
 Italiano, Sr. 1990 Revocable Trust u/a/d 8/31/1990
 Address: 4210 W. Culbreath Avenue
 Tampa, FL 33609

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

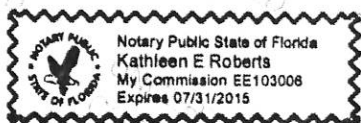
The foregoing instrument was acknowledged before me this 25 day of September, 2012 by Linda
 Schalck, as Co-Personal Representative of the Estate of Anthony S. Italiano, Sr., and Managing Co-
 Trustee of the Anthony S. Italiano, Sr. 1990 Revocable Trust u/a/d 8/31/1990, who is personally
 known to me or who has produced Drivers License as identification.



[Signature]
 Notary Public
 Printed Name: KATHLEEN E. ROBERTS
 My Commission Expires: _____
 Commission No. _____

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 25 day of September, 2012 by Mallory
 Italiano Dillion, as Co-Personal Representative of the Estate of Anthony S. Italiano, Sr., and Managing
 Co-Trustee of the Anthony S. Italiano, Sr. 1990 Revocable Trust u/a/d 8/31/1990, who is personally
 known to me or who has produced Drivers License as identification.



[Signature]
 Notary Public
 Printed Name: KATHLEEN E. ROBERTS
 My Commission Expires: _____
 Commission No. _____

[Signature Page to Special Warranty Deed]

WITNESS the execution hereof as of the date first written above.
Signed in the presence of:

Anthony Companies, LLC, a Florida
limited liability company

[Signature]
Stephen H. Roberts
(printed name of witness)

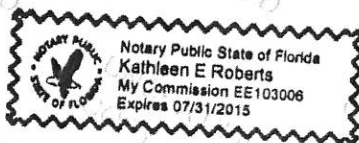
By: [Signature]
Mallory Italiano Dillion, as Manager

Address: 4210 W. Culbreath Avenue
Tampa, Florida 33609

[Signature]
KATHLEEN E. ROBERTS
(printed name of witness)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 25 day of September, 2012 by Mallory Italiano Dillion, as manager of Anthony Companies, LLC, a Florida limited liability company on behalf of the company, who is personally known to me or who has produced FL Drivers License as identification.



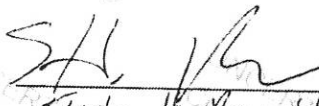
[Signature]
Notary Public
Printed Name: KATHLEEN E. ROBERTS
My Commission Expires: _____
Commission No. _____

[Signature Page to Special Warranty Deed]


WITNESS the execution hereof as of the date first written above.

Signed in the presence of:

Anthony Distributors, Inc., a Florida corporation

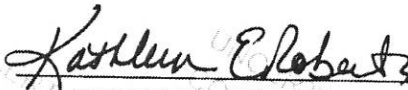


Stephen H. Reynolds
(printed name of witness)

By 

Mallory Italiano Dillion, as President

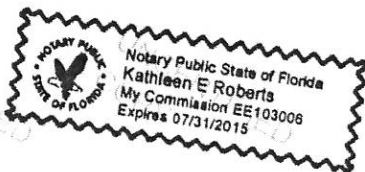
Address: 4210 W. Culbreath Avenue
Tampa, Florida 33609

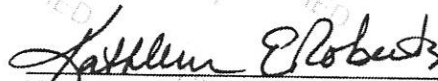


KATHLEEN E. ROBERTS
(printed name of witness)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5 day of September, 2012 by Mallory Italiano Dillion, as President of Anthony Distributors, Inc., a Florida corporation, on behalf of the company, who is personally known to me or who has produced Drivers License as identification.





Notary Public
Printed Name: **KATHLEEN E. ROBERTS**
My Commission Expires: _____
Commission No. _____

[Signature Page to Special Warranty Deed]

WITNESS the execution hereof as of the date first written above.

Signed in the presence of:

Caesar Street, LLC, a Florida
limited liability company

SA Reynolds
(printed name of witness)

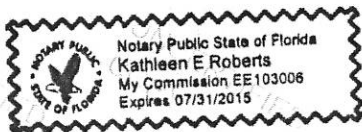
By *Mallory Italiano Dillion*
Mallory Italiano Dillion, as Manager

Address: 4210 W. Culbreath Avenue
Tampa, Florida 33609

Kathleen E. Roberts
KATHLEEN E. ROBERTS
(printed name of witness)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 25 day of September, 2012 by Mallory Italiano Dillion, as Manager of Caesar Street, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced Drivers License as identification.



Kathleen E Roberts
Notary Public
Printed Name: **KATHLEEN E. ROBERTS**
My Commission Expires: _____
Commission No. _____

Special Warranty Deed

Exhibit A

PARCEL 1:

Lots 1 through 11, inclusive, in Block 12, FINLEY AND CAESAR SUBDIVISION, according to the plat thereof, as recorded in Plat Book 1, Page 84, of the Public Records of Hillsborough County, Florida;

TOGETHER with the Northerly half of Walton Street abutting thereto as vacated by Ordinance No. 751-A dated July 9, 1940;

TOGETHER with the alley lying within said Block 12 as vacated by Ordinance No. 97-185 recorded in Official Records Book 8717, Page 1188, of the Public Records of Hillsborough County, Florida.

AND

Lots 1 through 13, inclusive, in Block 15, FINLEY AND CAESAR SUBDIVISION, according to the plat thereof, as recorded in Plat Book 1, Page 84, of the Public Records of Hillsborough County, Florida, LESS the South 68 feet of said Lots 7 through 13, inclusive;

TOGETHER with the Southerly half of Walton Street abutting thereto as vacated by Ordinance No. 751-A dated July 9, 1940;

TOGETHER with the alley lying within said Block 15 as vacated by Ordinance No. 138-A recorded in Deed Records Book 411, Page 295, which was re-recorded in Official Records Book 10516, Page 1098, of the Public Records of Hillsborough County, Florida.

PARCEL 2:

The South 68.0 feet of Lots 7, 8, 9, 10, 11, 12 and 13, Block 15, Map of Finley and Caesar Subdivision, according to the map or plat thereof as recorded in Plat Book 1, Page 84, Public Records of Hillsborough County, Florida.

Together with the Northerly 1/2 of the vacated right-of-way known as Cumberland Street abutting the subject property as vacated by Ordinance No. 7355-A recorded in Official Records Book 3611, Page 888, Public Records of Hillsborough County, Florida.

AND

Lots 1, 2, 3, 4, 5, 6, 11, 12, 13, 14, 15, and 16, Block 1, A. W. Gilchrist's Oak-Grove Addition to Tampa, according to the map or plat thereof as recorded in Plat Book 2, Page 31, Public Records of Hillsborough County, Florida. Lots 6 and 16 vacated by Ordinance No. 851-A as recorded in O.R. Book 10516, Page 1103, of the Public Records of Hillsborough County, Florida.

Together with the South 1/2 of the vacated right-of-way known as Cumberland Street abutting the subject property as vacated by Ordinance No. 7355-A recorded in Official Records Book 3611, Page 888, Public Records of Hillsborough County, Florida.

Together with that portion of the alley lying within said Block 1 as vacated by Ordinance No. 846-A dated July 7, 1942 and any portion of the alley lying within said Block 1 abutting the subject property, as vacated by Ordinance 3481-A dated December 30, 1963, recorded in Official Records Book 10516, page 1100, Public Records of Hillsborough County, Florida;

PARCEL 3:

Lots 1 through 6, Inclusive, and Lots 11 through 16, inclusive, in Block 4, A.W. GILCHRIST'S OAK-GROVE ADDITION TO TAMPA, according to the plat thereof recorded in Plat Book 2, Page 31, of the Public Records of Hillsborough County, Florida;

TOGETHER with that portion of the alley lying within said Block 4 as vacated by Ordinance No. 896-A recorded in Deed Book 1508, Page 578, of the Public Records of Hillsborough County, Florida;

TOGETHER with the Northerly half of Conway Street abutting thereto as vacated by Ordinance No. 7493-A recorded in Official Records Book 3725, Page 1645, and Ordinance No. 97-185 recorded in Official Records Book 8717, Page 1188, of the Public Records of Hillsborough County, Florida;

AND

The North 40 feet of Lots 1 and 2, Block 5, A.W. GILCHRIST'S OAK-GROVE ADDITION TO TAMPA, according to the plat thereof recorded in Plat Book 2, Page 31, of the Public Records of Hillsborough County, Florida;

TOGETHER with the Southerly half of Conway Street abutting thereto as vacated by Ordinance No. 97-185 recorded in Official Records Book 8717, Page 1188, of the Public Records of Hillsborough County, Florida.

AND

The North 40 feet of Lots 3 and 4, Block 5, A.W. GILCHRIST'S OAK-GROVE ADDITION TO TAMPA, according to the plat thereof recorded in Plat Book 2, Page 31, of the Public Records of Hillsborough County, Florida;

TOGETHER with the Southerly half of Conway Street abutting thereto as vacated by Ordinance No. 97-185 recorded in Official Records Book 8717, Page 1188, of the Public Records of Hillsborough County, Florida.

AND

The North 40 feet of Lots 5 and 6, Block 5, A.W. GILCHRIST'S OAK-GROVE ADDITION TO TAMPA, according to the plat thereof recorded in Plat Book 2, Page 31, of the Public Records of Hillsborough County, Florida;

TOGETHER with the Southerly half of Conway Street abutting thereto as vacated by Ordinance No. 7493-A recorded in Official Records Book 3725, Page 1645, of the Public Records of Hillsborough County, Florida.

Exhibit B

1. Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.
2. Utility easement in favor of the City of Tampa, as set forth in Ordinance No. 7355-A recorded in Official Records Book 3611, Page 888. (As to vacated portion of Cumberland Street, Parcel 2)
3. Drainage easement in favor of the City of Tampa, as set forth in Ordinance No. 7493-A recorded in Official Records Book 3725, Page 1645. (As to vacated portion of Conway Street, Parcel 3)
4. Terms, conditions, drainage easement in favor of the City of Tampa, easement in favor of General Telephone Company, and temporary easement in favor of Tampa Electric Company, all as set forth in Ordinance No. 97-185 recorded in Official Records Book 8717, Page 1188. (As to vacated alley in Block 12, Parcel 1; and vacated portion of Conway Street, Parcel 3)
5. Resolution No. 2005-1087 adopting a non-ad valorem assessment roll recorded in Official Records Book 15456, Page 1665. (As to All Parcels)
6. Resolution No. 2005-1089 adopting a non-ad valorem assessment roll recorded in Official Records Book 15456, Page 1801. (As to All Parcels)

PREPARED BY AND AFTER RECORDING
RETURN TO:

Thomas Kibbey, Esquire
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215

Tax Parcel Identification No.: 193822.0000 and 193823.0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made effective this 4th day of May, 2012 by **CHANNELSIDE, INC.**, a Florida corporation, whose address is 1405 Swann Avenue, Tampa, Florida 33606 ("Grantor"), to **BUCKEYE RESTAURANT VENTURES LLC**, a Delaware limited liability company, whose address is 5857 Karric Square, Dublin, OH 43016 ("Grantee").

WITNESSETH: That Grantor for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, allens, remises, conveys and confirms unto Grantee all that certain land situated in Hillsborough County, Florida, more particularly described as follows, together with all structures and improvements thereon, and all privileges, easements, rights and appurtenances appertaining thereto (herein collectively called the "Property"):

Lots 1, 2, 3, and 4, Block 100, of Hendry & Knights Map of the Garrison, according to the map or plat thereof, recorded in Plat Book 2, Page 73, of the public records of Hillsborough County, Florida.

This conveyance is given and accepted subject to covenants, restrictions and public utility easements of record and the permitted exceptions set forth on **Exhibit "A"** hereto and to any and all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property (herein called the "Permitted Encumbrances").

Grantee, by its acceptance hereof, agrees to assume and be solely responsible for payment of all ad valorem taxes pertaining to the Property for the calendar year 2012 and subsequent years.

TO HAVE AND TO HOLD the Property unto Grantee, its legal representatives, successors, and assigns forever; and Grantor does hereby bind itself, its legal representatives, successors, and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this Deed has been executed by Grantor and is not the conveyance of substantially all the assets of the Grantor, as of the date of the acknowledgement set forth below, to be effective on the 4th day of May, 2012.

Signed, sealed and delivered in our presence:

CHANNELSIDE, INC. a Florida corporation

Denise Sierra

By: [Signature]

Witness Printed Name: Denise Sierra

Print Name: Kevin J. Burns
Title: President

Denise Sierra

Witness Printed Name: Susan M. Peterson (SEAL)

[Signature]

STATE OF FLORIDA)
) ss.
COUNTY OF HILLSBOROUGH)

This instrument was acknowledged before me this 4th day of May, 2012, by Kevin J. Burns, as President of CHANNELSIDE, INC. a Florida corporation, who is personally known to me or who presented Florida Drivers License as identification.

[Signature]
Notary Public



My commission expires: _____

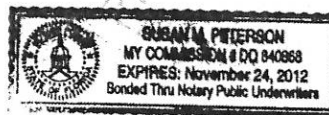


EXHIBIT A

1. Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.
2. City of Tampa Resolution No. 2005-1089, Adopting a Non-Ad Valorem Assessment Role, recorded September 1, 2005 in Official Records Book 15456, Page 1801.
3. Rights of tenant(s) in possession, if any, under lease(s) not recorded in the Public Records.

All of the Public Records of Hillsborough County, Florida.

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Donald R. Bly, Esquire
Squire, Sanders & Dempsey, L.L.P.
201 N. Franklin Street, Ste. 2100
Tampa, Florida 33602

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 26th day of January, 2011, by **FORTY-ONE CORPORATION**, an Ohio corporation, whose address is MI9185, 801 West Big Beaver Road, Troy, Michigan 48084 ("**Grantor**"), to **PINNACLE CHANNELSIDE PROPERTIES LLC**, a Delaware limited liability company, whose address is c/o 7400 East Crestline Circle, Suite 250, Greenwood Village, Colorado 80111 ("**Grantee**").

WITNESSETH: That Grantor for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants and conveys unto Grantee all that certain land situated in Hillsborough County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Land**")

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining.

SUBJECT TO the easements, restrictions, agreements and reservations of record, governmental regulations and all real estate taxes for 2011 and all subsequent years.


AND Grantor hereby covenants with Grantee that the Land is free of all encumbrances made by Grantor and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

Witnesses:




Name: _____


Name: Kimberly Cousino

GRANTOR:

FORTY-ONE CORPORATION, an Ohio corporation

By: 
Name: Floyd D. Merritt
Title: Authorized Signer

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me on January 26, 2011, by Floyd Merritt, a vice-president of Forty-One Corporation, an Ohio corporation, on behalf of said entity.

KRISTINE M. MACH
NOTARY PUBLIC - MICHIGAN
OAKLAND COUNTY
COMMISSION EXPIRES SEPT. 7, 2014
ACTING IN OAKLAND COUNTY

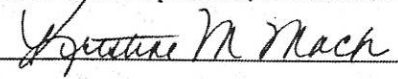

Notary Public, _____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

Exhibit "A"**Legal Description**

A parcel of land lying in Section 19, Township 29 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

For a POINT OF BEGINNING commence at the Northeast corner of Lot 1, Block 11 of FINLEY AND CAESAR SUBDIVISION per map or plat thereof as recorded in Plat Book 1, Page 84 of the Public Records of Hillsborough County, Florida, said POINT also lying on the West right of way line of Caesar Street and the South right of way line of Finley Street; thence run South 00°24'03" West along the West right of way line of Caesar Street a distance of 497.06 feet; thence run North 89°51'04" West a distance of 2.50 feet; thence run South 00°24'03" West a distance of 475.54 feet to the Northeasterly right of way line of Brorein Street and a point on a curve concave to the Northeast having a radius of 337.00 feet; thence run Northwesterly along the arc of said curve and said Northeasterly right of way line of Brorein Street, through a central angle of 37°23'57" a distance of 219.97 feet (said curve subtended by a chord bearing North 57°06'02" West a distance of 216.09 feet); thence run North 38°27'03" West along said Northeasterly right of way line of Brorein Street a distance of 319.62 feet to the beginning of a curve Southwesterly having a radius of 362.07 feet; thence continue Northwesterly along the arc of said curve and said Northeasterly right of way line of Brorein Street, through a central angle of 05°26'14" a distance of 34.36 feet (said curve subtended by a chord bearing North 41°10'10" West a distance of 34.35 feet) to the East right of way line of Nebraska Avenue and the West boundary line of Lot 3, Block 4A of HENDRY & KNIGHT'S MAP OF CHAMBERLAINS GOV. Lot 14 per map or plat thereof as recorded in Plat Book 5, Page 10 of the Public Records of Hillsborough County, Florida; thence run North 00°22'13" East along said East right of way line of Nebraska Avenue a distance of 315.02 feet to the South right of way line of Walton Street; thence departing said East right of way line of Nebraska Avenue run along said South right of way line of Walton Street South 89°50'13" East a distance of 103.12 feet; thence departing said South right of way line of Walton Street run North 00°09'47" East along the West line of Lots 16 and 9, Block 11 of said FINLEY AND CAESAR SUBDIVISION and the Southerly extension thereof a distance of 265.19 feet to a point on the South right of way line of Finley Street and the Northwest corner of said Lot 9, Block 11; thence run South 89°50'13" East along said South right of way line of Finley Street and the North boundary line of said Lot 9, Block 11 a distance of 34.02 feet to the Northeast corner of said Lot 9, Block 11; thence run South 00°09'47" West along the East boundary line of said Lot 9, Block 11, of FINLEY AND CAESAR SUBDIVISION and the Southerly extension thereof a distance of 107.75 feet; thence run South 89°50'13" East a distance of 34.02 feet; thence run North 00°09'47" East along the West boundary line of Lot 7, Block 11 of FINLEY AND CAESAR SUBDIVISION and the Southerly extension thereof a distance of 107.75 feet to the Northwest corner of said Lot 7, Block 11 of FINLEY AND CAESAR SUBDIVISION and the South right of way line of Finley Street; thence run South 89°50'13" East along the North boundary line of said Lot 7, Block 11 of FINLEY AND CAESAR SUBDIVISION and the Southerly right of way line of Finley Street a distance of 34.02 feet to the Northeast corner of said Lot 7, Block 11 of FINLEY AND CAESAR SUBDIVISION; thence run South 00°09'47" West along the East boundary line of said Lot 7, Block 11 of FINLEY AND CAESAR SUBDIVISION and its extension thereof a distance 107.75 feet; thence run South 89°50'13" East a distance of 34.02 feet; thence run North 00°09'47" East along the West boundary line of Lot 5, Block 11 of FINLEY AND CAESAR SUBDIVISION and the Southerly extension thereof a distance of 107.75 feet to the South right of way line of Finley Street and the Northwest corner of said Lot 5, Block 11 of FINLEY AND CAESAR SUBDIVISION; thence run South 89°50'13" East along the South right of way line of Finley Street a distance of 170.11 feet to the POINT OF BEGINNING of the herein described parcel.

LESS AND EXCEPT the following described parcel:

For a POINT OF BEGINNING commence at the Northeast corner of Lot 3, Block 3 of A.W. GILCHRIST'S OAK-GROVE ADDITION TO TAMPA, as recorded in Plat Book 2, Page 31 of the Public Records of Hillsborough County, Florida, said POINT also lying on the West right of way line of Caesar Street and the South right of way line of Ball Street; thence Westerly along the South right of way line of Ball Street and the North property line of Lots 1-3, Block 3 of A.W. GILCHRIST'S OAK-GROVE ADDITION TO TAMPA, a distance of 120 feet more or less to the Northwest corner of Lot 1, Block 3 of A.W. GILCHRIST'S OAK-GROVE ADDITION TO TAMPA; thence Northerly 4.8 feet more or less to the South line of that portion of Ball Street vacated per Official Records Book 10516, page 1101 of the Public Records of Hillsborough County, Florida; thence Easterly along said vacated line of Ball Street a distance of 120 feet more or less to a point on the Westerly right of way line of Caesar Street; thence S.00°24'03" W. along said Westerly right of way line of Caesar Street a distance of 4.6 feet more or less to the POINT OF BEGINNING.

Also less and except Cumberland Street and Walton Street, publicly dedicated streets as shown on the Finley & Caesar Subdivision plat recorded in Plat Book 1 at Page 184 and the Hendry & Knights Map of Chamberlains Government Lot 4 recorded in Plat Book 5 at Page 10, all of the public records of Hillsborough County, Florida.

ORDINANCE NO. 1493 -A.

AN ORDINANCE VACATING, CLOSING AND DISCONTINUING
THAT CERTAIN ALLEY RUNNING THROUGH BLOCK 3 OF A. W.
GILCHRIST'S OAK GROVE SUBDIVISION, AS RECORDED IN PLAT BOOK
2, PAGE 31, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BE IT ORDAINED BY THE BOARD OF REPRESENTATIVES
OF THE CITY OF TAMPA:

Section 1. That that certain 10 foot alley running
east and west through Block 3 of A. W. Gilchrist's Oak Grove
Subdivision, as recorded in Plat Book 2, Page 31, Public
Records of Hillsborough County, Florida, be, and the same is
hereby vacated, closed and discontinued as a public alley or
thoroughfare of the City of Tampa, Florida.

Section 2. This Ordinance shall be printed or type-
written and be published one time in a newspaper of general
circulation published in the City of Tampa within five days
after its passage and approval thereof by the Mayor, or after
the time that the same shall take effect without such approval;
and a copy thereof shall be posted by the City Clerk on the
Bulletin Board in the hall on the first floor of the City Hall
in the City of Tampa, Florida, within five days after the
passage thereof and the approval thereof by the Mayor, or after
the same shall take effect without such approval; and shall
take effect ten days after it shall become a law.

PASSED by the Board of Representatives of the City of
Tampa, Florida, this 9 day of September, A. D. 1952.

H. R. [Signature]
Chairman of the Board of Representatives

ATTEST:

C. R. Baugher
City Clerk

APPROVED by me this 10
day of September, 1952.

[Signature]
Mayor

County of Hillsborough
This is to certify that the foregoing is a
true and correct copy of Ordinance No. 1493 -A
on file on my office
Witness my hand and official seal this 25th
day of January, 2011

Shirley Ann Krawles
CITY CLERK

D-2505

THE TAMPA DAILY TIMES

TAMPA, HILLSBOROUGH COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF HILLSBOROUGH

Before the undersigned authority personally appeared.....
.....**E. M. Sisson**..... who on oath
says that he is**Business Manager**..... of The
Tampa Daily Times, a newspaper published at Tampa, in Hillsborough
County, Florida; that the attached copy of advertisement, being a
...**Legal Notice**..... in the matter of ...**Ordinance No. 1493-A**.....
.....
in the.....Court, was published in said newspaper
in the issues of**September 11, 1952**.....

Affiant further says that the said Tampa Daily Times is a news-
paper published at Tampa, in said Hillsborough County, Florida, and
that the said newspaper has heretofore been continuously published in
said Hillsborough County, Florida, each day (except Sunday) and has
been entered as second class mail matter at the post office in Tampa,
in said Hillsborough County, Florida, for a period of one year next
preceding the first publication of the attached copy of advertisement;
and affiant further says that he has neither paid nor promised any
person, firm or corporation any discount, rebate, commission or refund
for the purpose of securing this advertisement for publication in the
said newspaper.

E. M. Sisson

Sworn to and subscribed before me this

.. **12** day of **September** A. D., 19**52**

Carol [Signature]
Notary Public

Notary Public, State of Florida at Large.
My Commission expires **January 1, 1955**
Bonded by American Fire & Surety Co.



CLERK'S CERTIFICATE

I, F.R. BOURQUARDEZ, City Clerk of the City of Tampa, Florida, do hereby certify that I caused the annexed Ord. No. 1493-A of the City of Tampa to be typewritten within five (5) days after the passage and approval thereof by the Mayor, and that I caused the same to be published within five (5) days after the passage and approval thereof in the Tampa Daily Times, a newspaper of general circulation in the City of Tampa, Florida, as shown by proof of publication and publisher's affidavit hereto annexed and made a part of this certificate, and that I posted a copy of said Ordinance, within five (5) days after the passage and approval thereof, viz., on the 11 day of Sept 19 52 on the Bulletin Board in the Hall on the First Floor of the City Hall in the City of Tampa, Florida.

WITNESS My hand and the official Seal of the City of Tampa on this the 11th day of September 19 52.

F.R. Bourquardez
City Clerk, City of Tampa, Florida.

ORDINANCE NO. 1061-A

AN ORDINANCE VACATING, CLOSING AND DISCONTINUING
CONWAY STREET BETWEEN CAESAR AVENUE AND FOLSON
STREET AS A PUBLIC STREET OR THOROUGHFARE OF THE
CITY OF TAMPA.

BE IT ORDAINED BY THE BOARD OF REPRESENTATIVES OF THE
CITY OF TAMPA:

Section 1. That Conway Street extending from Folson
Street to Caesar Avenue, and lying between Blocks 3 and 6 of
A. W. Gilchrist's Subdivision Oak Grove, according to map or
plat thereof recorded in Plat Book 2, page 31, be and the same
is hereby vacated, closed and discontinued as a public street
or thoroughfare of the City of Tampa.

Section 2. That this Ordinance shall be printed or
typewritten and published one time in a newspaper of general
circulation published in the City of Tampa within five days
after its passage and approval thereof by the Mayor, or after
the time that the same shall take effect without such approval;
and a copy thereof shall be posted by the City Clerk on the
Bulletin Board in the hall on the First Floor of the City Hall
in the City of Tampa, Florida, within five (5) days after the
passage thereof and the approval thereof by the Mayor, or after
the same shall take effect without such approval; and shall take
effect ten (10) days after it shall become a law.

PASSED by the Board of Representatives of the City of
Tampa, this 15 day of July, A.D. 1947.

H. B. Whitehead
Chairman of the Board of
Representatives.

C. R. Baughnack
City Clerk.

APPROVED by me this 17 day of July, A.D. 1947.

Emory Ligon
Mayor.

County of Hillsborough

This is to certify that the foregoing is a
true and correct copy of Ordinance No. 1061-A
on file on my office

Witness my hand and official seal this 25th day

January, A.D. 1948

Shirley Fox-Knewles
CITY CLERK

ms 51
p 97

THE TAMPA DAILY TIMES

TAMPA, HILLSBOROUGH COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF HILLSBOROUGH

Before the undersigned authority personally appeared.....

E. W. Sisson

..... who on oath

says that he is... Business Manager of The

Tampa Daily Times, a newspaper published at Tampa, in Hillsborough
County, Florida; that the attached copy of advertisement, being a

legal notice in the matter of Ordinance No. 1061-A
by Board of Representatives of the City of Tampa

in the..... Court, was published in said newspaper

in the issues of July 18, 1947

Affiant further says that the said Tampa Daily Times is a news-
paper published at Tampa, in said Hillsborough County, Florida, and
that the said newspaper has heretofore been continuously published in
said Hillsborough County, Florida, each day (except Sunday) and has
been entered as second class mail matter at the post office in Tampa,
in said Hillsborough County, Florida, for a period of one year next
preceding the first publication of the attached copy of advertisement;
and affiant further says that he has neither paid nor promised any
person, firm or corporation any discount, rebate, commission or refund
for the purpose of securing this advertisement for publication in the
said newspaper.

E. W. Sisson

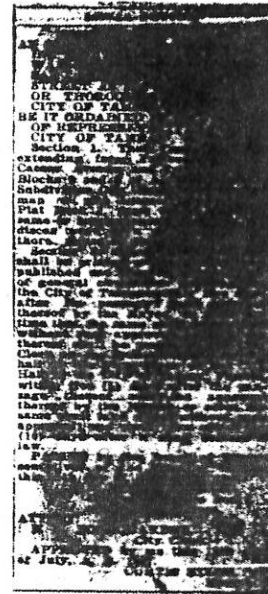
Sworn to and subscribed before me this

18th day of July..... A. D., 1947

[Signature]

Notary Public

Notary Public, State of Florida at large
My commission expires July 1, 1948



CLERK'S CERTIFICATE

I, P.R. BOURQUARDEZ, City Clerk of the City of Tampa, Florida, do hereby certify that I caused the annexed Ordinance No. 1061-A of the City of Tampa to be typewritten within five (5) days after the passage and approval thereof by the Mayor, and that I caused the same to be published within five (5) days after the passage and approval thereof in the TAMPA DAILY TIMES, a newspaper of general circulation in the City of Tampa, Florida, as shown by proof of publication and publisher's affidavit hereto annexed and made a part of this certificate, and that I posted a copy of said Ordinance, within five days after the passage and approval thereof, viz., on the 17 day of JULY, 19 47, on the Bulletin Board in the Hall on the First Floor of the City Hall in the City of Tampa, Florida.

IN WITNESS my hand and the official Seal of the City of Tampa on this the 17 day of JULY 19 47.

P.R. Bourquardez
City Clerk, City of Tampa, Florida.

MICROFILMED
1965

ORDINANCE NO. 3620 -A

AN ORDINANCE VACATING, CLOSING, DISCONTINUING AND ABANDONING A PART OR PORTION OF THAT CERTAIN ALLEY RUNNING NORTH AND SOUTH THROUGH BLOCK 4A OF CHAMBERLAIN'S SUBDIVISION, MORE FULLY DESCRIBED IN SECTION 1 HEREOF.

WHEREAS, a petition has been filed with the City Council of the City of Tampa, asking that a part or portion of a certain alley in the City of Tampa described in Section 1 hereof be vacated, closed and abandoned as a public alley in the City of Tampa, and a public hearing having been held at 10:00 o'clock a.m. on the 22nd day of December, 1964, in the City Council Room in the City Hall, Tampa, Florida, and after public notice was given of the public hearing by publication in the Tampa Times, and by posting a notice at or near each end of said alley to be vacated, closed, discontinued and abandoned, as is required by Chapter 29555, Laws of Florida, Acts of 1953, and the City Council of the City of Tampa, finding that the requirements of law have been complied with and that the petition should be granted, and that said part or portion of alley should be vacated, closed, discontinued and abandoned, now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:

Section 1. That a part or portion of a certain alley in the City of Tampa, Florida, the same being described as follows, to wit:

The South 100 feet of that certain ten foot alley in Block 4A of Chamberlain's Subdivision, according to plat thereof recorded in Plat Book 5, page 10, of the Public Records of Hillsborough County, Florida, which lies between Lot 6 on the East and Lot 5 and a portion of Lot 4 on the West of said Block 4A,

be, and the same is hereby vacated, closed, discontinued and abandoned as a public alley in the City of Tampa, Florida, and the rights of the City of Tampa and the public in and to said alley are hereby renounced, released and disclaimed.

Section 2. That after the effective date of this ordinance, a certified copy of said ordinance, certified to by the City Clerk of the City of Tampa, Florida, shall be filed by the said City Clerk for record and recorded in the office of the Clerk of the Circuit Court of Hillsborough County, Florida.

Section 3. That this ordinance shall be published and posted as provided by law within five (5) days after it shall become a

Certified as true
and correct copy

Nov 4 4.5

law, and shall take effect immediately upon its publication.

PASSED and ORDAINED by the City Council of the City of Tampa, Florida, the 19 day of January, 1965.

W. D. West
Chairman of the City Council

ATTEST:

[Signature]
City Clerk

APPROVED by me this 25 day
of January, 1965.

[Signature]
Mayor

City of Tampa
County of Hillsborough

This is to certify that the foregoing is a
true and correct copy of Ordinance No. 3670-A
on file on my office

Witness my hand and official seal this 25th day

of January, 1965

[Signature]
CITY CLERK

THE TAMPA TIMES

Published Daily
Tampa, Hillsborough County, Florida

State of Florida
County of Hillsborough

Before the undersigned authority personally appeared
B. F. Pittman who on oath says that he is **Comptroller**
of The Tampa Times, a daily newspaper published at Tampa in Hillsborough County, Florida; that the attached copy of advertisement being a
Legal Notice
Ordinance No. 370-A
in the matter of **An ordinance vacating, closing, discontinuing and abandoning a part or portion of that certain alley running north and south through Block 44 of Chamberlain's Subdivision** was published in said newspaper in the issues of, as described herein.
----- January 2nd, 1965 -----

Affiant further says that the said The Tampa Times is a newspaper published at Tampa, in said Hillsborough County, Florida, and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as second class mail matter at the post office in Tampa, in said Hillsborough County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Seen to and subscribed before me, this **20th** day
of **January**, A. D. 19**65**.

(SEAL)

LEGAL ADVERTISEMENT

ORDINANCE NO. 370-A
AN ORDINANCE VACATING, CLOSING, DISCONTINUING AND ABANDONING A PART OR PORTION OF THAT CERTAIN ALLEY RUNNING NORTH AND SOUTH THROUGH BLOCK 44 OF CHAMBERLAIN'S SUBDIVISION, BEING PART OF SECTION 1, TOWNSHIP 28S, RANGE 18E, PALM BEACH COUNTY, FLORIDA.

WHEREAS, a petition has been filed with the City Council of the City of Tampa, asking that a part or portion of a certain alley in the City of Tampa, described in Section 1, located in Block 44, and situated in the City of Tampa, and a public hearing having been held at 10:00 o'clock a.m. on the 10th day of December, 1964, in the City Council Room in the City Hall, Tampa, Florida, and after notice was given of the public hearing by publication in the Tampa Times, and by posting a notice at or near each end of said alley to be vacated, closed, discontinued and abandoned, as requested by Chamberlain, Leno of Florida, City of 1964, and the City Council of the City of Tampa, finding that the requirements have been duly complied with and that the public should be protected, and that said part or portion of alley should be vacated, closed, discontinued and abandoned, then, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That a part or portion of a certain alley in the City of Tampa, Florida, the same being described as follows:

That the South 30 feet of that certain alley that alley in Block 44 of Chamberlain's Subdivision, according to plat thereof recorded in Plat Book 5, Page 25, of the Public Records of Hillsborough County, Florida, within the boundaries of Lot 4 on the West of said Block 44, and the same is hereby vacated, closed, discontinued and abandoned as a public alley in the City of Tampa, Florida, and the City of the City of Tampa, and the public is and to said alley are hereby permanently released and discharged.

Section 2. That after the effective date of this ordinance, a certified copy of this ordinance, recorded in the City of Tampa, Florida, shall be filed in the City of Tampa, Florida, and recorded in the office of the Clerk of the City of Hillsborough County, Florida.

Section 3. That the ordinance shall be published in the Tampa Times, and by posting a notice at or near each end of said alley to be vacated, closed, discontinued and abandoned, as requested by Chamberlain, Leno of Florida, City of 1964, and the City Council of the City of Tampa, Florida.

WITNESSED my hand and the seal of the City of Tampa, Florida, this 20th day of January, 1965.

WILL HUGHES
Mayor

ORDINANCE NO. 89- 275

AN ORDINANCE VACATING, CLOSING, DISCONTINUING AND ABANDONING A CERTAIN RIGHT OF WAY (ALLEY) IN HENDRY & KNIGHT'S MAP OF CHAMBERLAINS, A SUBDIVISION, IN TAMPA, HILLSBOROUGH COUNTY, FLORIDA, THE SAME BEING MORE FULLY DESCRIBED IN SECTION 1 HEREOF; PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition has been filed with City Council, City of Tampa, asking that a certain right of way (alley) described in Section 1 hereof be vacated, closed, discontinued and abandoned, and Council has found that all requirements provided by law have been complied with; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That a certain right of way (alley) described as follows, to wit:

That portion of the alley right of way lying North of the Westerly projection of the Southerly boundary of Lot 2, and South of the Westerly projection of the Northerly boundary of Lot 2, in Block 4A of HENRY & KNIGHT'S MAP OF CHAMBERLAINS, a subdivision of record in Plat Book 5, Page 10, of the Public Records of Hillsborough County, Florida.

be, and the same is hereby vacated, closed, discontinued and abandoned, and that the rights of the City of Tampa and of the public in and to same are hereby renounced, released, and disclaimed, reserving, however, to the City of Tampa a Highway Easement over the entire length and width of the North 25.00 feet of the subject right of way (alley). Said Highway Easement is reserved for mass transit, vehicular, bicycle and pedestrian traffic, together with the customary uses attendant thereto. Said easement is reserved for highway facilities installed on, beneath, or above the surface of the land in which the easement is reserved and shall include full right of ingress and egress thereto over, across, under and through the easement.

Section 2. That no permanent structure shall be built in the North 25.00 feet of the subject right of way (alley) herein vacated, closed, and discontinued which will in any manner interfere with the right of the City of Tampa and/or utility companies to enter into and upon and use the said right of way for the purpose of maintaining, operating, and repairing any facilities located therein.

Section 3. That the City Clerk shall certify and record a copy of this Ordinance in the Office of the Clerk of the Circuit Court of Hillsborough County, Florida.

Section 4. That this Ordinance shall take effect immediately upon becoming a law.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON NOV 02 1989.

ATTEST:

Marcia K. Aring
CITY CLERK

Prepared by:

Debra M. Miller
ASSISTANT CITY ATTORNEY

William J. Smith
CHAIRMAN, CITY COUNCIL

APPROVED by me on NOV 03 1989

Andrew W. Trinder
MAYOR

This is to certify that the foregoing is a true and correct copy of Ordinance No. 89-275 on file on my office.
Witness my hand and official seal this 25 day

Shirley J. Knowles
CITY CLERK

The Free Press

(Published Weekly)
Tampa, Hillsborough County, Florida

STATE OF FLORIDA,
COUNTY OF HILLSBOROUGH

Before the undersigned authority personally appeared JOHN N. HARRISON, III, who on oath says that he is Publisher of THE FREE PRESS, a weekly newspaper published at Tampa, in Hillsborough County, Florida, that the attached copy of advertising being a true copy in the matter of

NOTICE OF PUBLIC HEARING NOVEMBER 2, 1989 AT 9:00 A.M.

FILE NO: C89-18, C89-15, C89-19.

was published in said newspaper in the issues of

OCTOBER 21, 1989

Affiant further says that the said THE FREE PRESS is a newspaper published at Tampa, in said Hillsborough County, and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each week and has been entered as second-class mail matter at the post office in Tampa, in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

This 21st of OCTOBER

SWORN TO and subscribed before me

This 21st of OCTOBER

Notary Public, State of Florida
My Commission Expires March 23, 1990

NOTICE OF PUBLIC HEARING

On November 2, 1989 at 9:00 am at City Council Chambers, 340 Power City Hall, 315 S. Kennedy, Tampa, Florida a public hearing will be held by the Tampa City Council to consider the following ordinances for enactment:

FOR NO. C89-18

AN ORDINANCE VACATING CLOSING DIS CONTINUING AND ABANDONING A CERTAIN RIGHT OF WAY IN BRUNN'S AND CLEM'S ADDITION TO WEST TAMPA, A SUBDIVISION IN TAMPA, HILLSBOROUGH COUNTY, FLORIDA, THE SAME BEING MORE FULLY DESCRIBED IN SECTION 1 HEREOF, PROVIDING AN EFFECTIVE DATE.

FOR NO. C89-15

AN ORDINANCE VACATING CLOSING DIS CONTINUING AND ABANDONING A CERTAIN RIGHT OF WAY IN HILGUY'S AND KNIGHT'S MAP OF CHAMBERLAIN'S, A SUBDIVISION IN TAMPA, HILLSBOROUGH COUNTY, FLORIDA, THE SAME BEING MORE FULLY DESCRIBED IN SECTION 1 HEREOF, PROVIDING AN EFFECTIVE DATE.

FOR NO. C89-19

AN ORDINANCE VACATING CLOSING DIS CONTINUING AND ABANDONING A CERTAIN RIGHT OF WAY IN A SUBDIVISION IN TAMPA, HILLSBOROUGH COUNTY, FLORIDA, THE SAME BEING MORE FULLY DESCRIBED IN SECTION 1 HEREOF, PROVIDING AN EFFECTIVE DATE.

PLEASE NOTE THAT IF ANY PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THE MEETING OF HEARING, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND THAT FOR SUCH PURPOSE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. INTERESTED PARTIES MAY APPEAR AND BE HEARD AT SAID HEARING.

FRANCIS HENRIQUEZ
City Clerk

10-21

Prepared by and Return to:
N. Dwayne Gray, Jr., Esquire
Zimmerman, Kiser & Sutcliffe, P.A.
315 East Robinson Street, Suite 600
Orlando, Florida 32801
Our File Number: 10048-236

Parcel ID: A-19-29-19-52Q-000005-00006.0

SPECIAL WARRANTY DEED

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THIS SPECIAL WARRANTY DEED, made this December 21, 2010, between **FIFTH THIRD BANK**, an Ohio banking corporation, successor by merger with **FIFTH THIRD BANK**, a Michigan banking corporation, whose mailing address is: 201 E. Kennedy Blvd., Tampa, Florida 33602, hereinafter called the "Grantor", to **514 Channelside Properties LLC**, whose mailing address is: 7400 E. Crestline Circle, Suite 250, Greenwood Village, CO 80111, hereinafter called the "Grantee":

Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, as the successors and assigns of corporations.

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain real property located in Hillsborough County Florida, thereto, as described as follows (hereinafter collectively the "Property"):

PARCEL 502:

PARCEL A:

THAT PART OF LOT 5 IN BLOCK 4 OF THE CHAMBERLAIN SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 104, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, WHICH LOT IS ALSO SHOWN ON HENDRY & KNIGHT'S MAP OF CHAMBERLAIN'S PLAT BOOK 5, PAGE 10, AS BEING IN BLOCK 4A, AND ALSO ON HENDRY & KNIGHT'S MAP OF CHAMBERLAIN'S PLAT BOOK 10, PAGE 23, AS BEING IN BLOCK 4A; BEING A PART OF THE WEST 270 FEET OF THE NORTH 845 FEET OF GOVERNMENT LOT 14 IN SECTION 19, TOWNSHIP 29 SOUTH, RANGE 19 EAST, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES TO-WIT:

COMMENCE AT A CROSS IN THE BRICK MARKING THE NORTHWEST CORNER OF GOVERNMENT LOT 14, SECTION 19, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE RUN SOUTH 00°14'16" WEST (BEARINGS BASED ON U.S.C. AND G.S. DATUM) 169.91 FEET TO A POINT; THENCE RUN SOUTH

89°45'44" EAST, 24.10 FEET TO A POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL ON THE SOUTHWEST RIGHT-OF-WAY LINE OF THE CUMBERLAND AVENUE - PLATT STREET CONNECTOR; THENCE RUN SOUTH 38°26'02" EAST, 83.21 FEET TO A POINT THENCE RUN NORTH 89°51'07" WEST, 51.99 FEET TO THE SOUTHWEST CORNER OF LOT 5; THENCE RUN NORTH 00°14'16" EAST, 65.05 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH THE NORTH 1/2 OF VACATED EUNICE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 4287, PAGE 1427, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING SOUTH OF AND ABUTTING THE ABOVE DESCRIBED PARCEL.

PARCEL B:

LOT 4 AND THE NORTH 60 FEET OF LOT 5, BLOCK 5B, HENDRY & KNIGHT'S MAP OF CHAMBERLAIN'S GOV. LOT 14, SECTION 19, TOWNSHIP 29 SOUTH, RANGE 19 EAST, AS SHOWN ON THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

PARCEL C:

LOT 3, BLOCK 5, OF CHAMBERLAIN'S SUBDIVISION, AS PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 104, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND LESS THAT PART DEEDED TO THE HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 OF BLOCK 5 OF CHAMBERLAIN'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 104, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES TO-WIT:

COMMENCE AT AN IRON PIPE MARKING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 5B OF CHAMBERLAIN'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 104, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE RUN NORTH 89°50'02" WEST (BEARINGS BASED ON U.S.C. AND G.S. DATUM), 140.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF EUNICE AVENUE TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE RUN SOUTH 00°13'18" WEST, 4.95 FEET TO A POINT; THENCE RUN NORTH 38°26'02" WEST, 6.33 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EUNICE AVENUE; THENCE RUN SOUTH 89°50'02" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF EUNICE AVENUE, 3.96 FEET TO THE POINT OF BEGINNING.

PARCEL D:

THAT PORTION OF THE WEST 1/2 OF VACATED ALLEY AS RECORDED IN OFFICIAL RECORDS BOOK 3801, PAGE 593, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING WEST OF AND ABUTTING PARCEL C.

PARCEL E:

THE SOUTH 1/2 OF VACATED EUNICE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 4287, PAGE 1427, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING NORTH OF AND ABUTTING PARCEL C.

PARCEL 514:

THE NORTH 90 FEET OF LOT 6, BLOCK 5 OF CHAMBERLAIN'S SUBDIVISION, ACCORDING

TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 104, SAID LOT ALSO BEING KNOWN AS LOT 6, BLOCK 5-B, HENDRY & KNIGHT'S MAP OF CHAMBERLAIN'S, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 5, ON PAGE 10, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND ALSO BEING KNOWN AS LOT 6, BLOCK 5-B, HENDRY & KNIGHT'S MAP OF CHAMBERLAIN'S, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 10, ON PAGE 23 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, TOGETHER WITH 1/2 OF THE CLOSED ALLEYS THERETO ON THE NORTH AND ON THE WEST.

AND

THAT PART OF LOT 7 IN BLOCK 5-B, AND THE SOUTH ONE-HALF (1/2) OF THE ALLEY ADJACENT ON THE NORTH SIDE THEREOF, OF HENDRY AND KNIGHT'S MAP OF CHAMBERLAIN'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 23, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LESS THE SOUTH 10 FEET THEREOF DEEDED TO THE CITY OF TAMPA FOR STREET LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES TO-WIT:

COMMENCE AT A CROSS IN THE BRICK MARKING THE NORTHWEST CORNER OF GOVERNMENT LOT 14, SECTION 19, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 00°14'16" WEST, (BEARINGS BASED ON U.S.C. AND G.S. DATUM) 494.64 FEET TO A POINT; THENCE SOUTH 89°45'44" EAST, 203.01 FEET TO THE INTERSECTION OF THE WEST BOUNDARY OF SAID LOT 7 WITH THE NORTH RIGHT-OF-WAY LINE OF PLATT STREET, AND THE POINT OF BEGINNING; THENCE, ALONG SAID WEST BOUNDARY OF SAID LOT 7, AND THE NORTHERLY PROJECTION THEREOF, NORTH 00°13'18" EAST, 95.00 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH HALF OF THE ALLEY ADJACENT TO SAID LOT 7; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTH HALF OF SAID ALLEY, SOUTH 89°50'02" EAST, 4.97 FEET TO A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF THE CUMBERLAND AVENUE - PLATT STREET CONNECTOR; THENCE ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE, SOUTHEASTERLY 84.77 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 387.00 FEET AND A CENTRAL ANGLE OF 12°23'00" (CHORD BEARING SOUTH 44°58'41" EAST - 84.60 FEET) TO A POINT ON THE EAST BOUNDARY OF SAID LOT 7; THENCE ALONG SAID EAST BOUNDARY, SOUTH 00°13'18" WEST, 35.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PLATT STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 89°50'02" WEST, 65.0 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 8982, PAGE 1421, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

AND

THAT PORTION OF LOTS 6 AND 7, AND THAT 10.00 FOOT PLATTED ALLEY VACATED PER CITY OF TAMPA ORDINANCE 3236-A, BLOCK 5-B, HENDRY AND KNIGHT'S MAP OF CHAMBERLAIN'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, ACQUIRED FOR RIGHT-OF-WAY FOR CHANNELSIDE DRIVE (PLATT STREET), LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES TO-WIT:

COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 14, SECTION 19, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 00°14'16" WEST, (BEARING BASED ON U.S.C. AND G.S. DATUM) 494.64 FEET TO A POINT; THENCE SOUTH 89°45'44" EAST, 128.01 FEET TO THE INTERSECTION WITH THE WESTERLY BOUNDARY OF THE EAST HALF OF THE CLOSED ALLEY ADJACENT TO

SAID LOT 6 AND THE NORTH RIGHT-OF-WAY LINE OF CHANNELSIDE DRIVE (PLATT STREET), AND THE POINT OF BEGINNING; THENCE SOUTH 89°50'02" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 118.00 FEET; THENCE SOUTH 45°14'57" WEST, A DISTANCE OF 11.33 FEET; THENCE NORTH 89°50'02" WEST, ALONG A LINE LYING 8.00 FEET SOUTH OF AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF CHANNELSIDE DRIVE (PLATT STREET), A DISTANCE OF 110.00 FEET, TO A POINT ON THE SOUTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF THE EAST HALF OF SAID ALLEY; THENCE NORTH 00°19'56" EAST, ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF LOTS 1 AND 2, BLOCK 5-B OF HENDRY & KNIGHT'S MAP OF CHAMBERLAIN'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, TOGETHER WITH ONE-HALF (1/2) OF THE CLOSED ALLEYS ADJACENT THERETO ON THE SOUTH SIDE AND ON THE WEST SIDE THEREOF, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES TO-WIT:

COMMENCE AT A CROSS IN THE BRICK MARKING THE NORTHWEST CORNER OF GOVERNMENT LOT 14, SECTION 19, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 00°14'16" WEST, 299.68 FEET TO A POINT; THENCE SOUTH 89°45'44" EAST, 127.95 FEET TO A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF THE CUMBERLAND AVENUE - PLATT STREET CONNECTOR AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE, SOUTH 38°26'02" EAST, 126.21 FEET TO A POINT OF A CURVATURE; THENCE, SOUTHEASTERLY 1.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 387.00 FEET AND A CENTRAL ANGLE OF 00°16'09" (CHORD BEARING SOUTH 38°34'06" EAST - 1.81 FEET); THENCE NORTH 89°50'02" WEST, 79.97 FEET; THENCE NORTH 00°13'18" EAST, 100.05 FEET TO THE POINT OF BEGINNING.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee, that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property; that the Grantor hereby warrants the title to said Property only against the lawful claims of persons claiming by, through or under Grantor, but not otherwise; subject to taxes accruing subsequent to DECEMBER 31, 2010; zoning and use restrictions in effect or which may hereafter come into existence due to government action; and matters shown on the plat, however said reference shall nor serve to re-impose same on the Property.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

FIFTH THIRD BANK, an Ohio banking corporation,
successor by merger with Fifth Third Bank, a Michigan
banking corporation

Danielle Sauve
Witness signature

Danielle Sauve
Print witness name

[Signature]
Witness signature

[Signature]
Print witness name

By: [Signature]
Print Name: Eric T. Ammon
Title: Vice President

State of Florida
County of HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 21st day of December, 2010 by Eric T. Ammon, as Vice President of Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, on behalf of such banking corporation, who is personally known to me or who has produced _____ as identification.

Danielle Sauve
Notary Public
Danielle Sauve
Print Notary Name

My Commission Expires: 03/18/2014
Notary Seal



IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Anela Kosta

Witness signature

ANELA KOSTA

Print witness name

Nancy E. Wolfe

Witness signature

Nancy E. Wolfe

Print witness name

State of Florida

County of Collier

THE FOREGOING INSTRUMENT was acknowledged before me this 21st day of December, 2010 by Lisa Wilcoxson, as Assistant Vice President of Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, on behalf of such banking corporation, who is personally known to me or who has produced _____ as identification.

FIFTH THIRD BANK, an Ohio banking corporation
successor by merger with Fifth Third Bank, a Michigan
banking corporation

By: Lisa Wilcoxson

Print Name: Lisa Wilcoxson

Title: Assistant Vice President

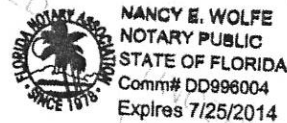
Nancy E. Wolfe

Notary Public

Print Notary Name

My Commission Expires: 7/25/2014

Notary Seal



THIS INSTRUMENT PREPARED BY:

Ruth Barnes Kinsolving Jessica Haller-Walker
CARLTON FIELDS, P.A. LandAmerica Financial Group, Inc.
P. O. Box 3239 Silo Bend Corporate Center
Tampa, FL 33601-3239 8928 Brittany Way
Tampa, FL 33619 # 40270406

Parcel No.: 193821.0000

Grantees' ID No.: _____

FEE SIMPLE DEED

This Deed is given as of the 16 day of October, 2007 by Imperial Nurseries, Inc., a Delaware corporation, having a mailing address of 90 Salmon Brook Street, Granby, CT 06035 ("Grantor") to 609 Cumberland Property, LLC, a Florida limited liability company, having a mailing address of 1523 North Franklin Street, Tampa, FL 33602 ("Grantee").

(The terms "Grantor" and "Grantee" include the parties to this instrument and their respective successors and assigns).

WITNESSETH:

In consideration of the sum of ten and no/100 Dollars (\$10.00) and other valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, bargains, sells, aliens, remises, releases, and transfers to Grantee, the real property in Hillsborough County, Florida, more particularly described on Schedule "A" attached hereto and made a part hereof by this reference (the "Property").

Subject to easements, restrictions, reservations and conditions of record and matters which an accurate survey or inspection of the Property would reveal.

This conveyance is made without warranties of title and Grantor makes no warranties of title whatsoever concerning the property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Executed and delivered in the presence of:

IMPERIAL NURSERIES, INC.

Frederick M. Donelson
Print Name: Frederick M. Donelson
Randy Gudauskas
Print Name: Randy Gudauskas

By: [Signature]
Name: Anthony Galici
Title: Vice President

[CORPORATE SEAL]

STATE OF Connecticut City of Bloomfield
COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 11th day of October, 2007, by Anthony Galici, as Vice President of Imperial Nurseries, Inc., a Delaware corporation, on behalf of the corporation. He [please check as applicable] ☒ is personally known to me, or has produced id / his id (state) driver's license, or id / his id (type of identification) as identification.

(AFFIX NOTARIAL SEAL)

[Signature]
(Signature)
Randy Gudauskas
(Printed Name)

NOTARY PUBLIC, STATE OF CT

RANDY W. GUDAUSKAS
(Commission Expiration Date) NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2010
(Serial Number, If Any)

SCHEDULE A

Lots 1 through 11, inclusive, Block 99, HENDRY & KNIGHTS MAP OF THE GARRISON according to the map or plat thereof recorded in Plat Book 2, Page 73 of the public records of Hillsborough County, Florida;

LESS AND EXCEPT that portion deeded to the Tampa-Hillsborough County Expressway Authority by instrument recorded in Official Records Book 3036, Pages 1173 and 1774, lying within the following described boundaries:

Commence at a cross in brick marking the Northwest corner of Government Lot 14, Section 19, Township 29 South, Range 18 East, Hillsborough County, Florida; thence run North $89^{\circ}37'24''$ West (Bearings based on U.S.C. and G.S. datum), 25.15 feet to a point; thence run South $00^{\circ}22'36''$ West, 24.84 feet to an iron pipe marking the Northeast corner of Lot 1 in Block 99 of HENDRY & KNIGHTS MAP OF THE GARRISON, according to the plat thereof as recorded in Plat Book 2, Page 73 of the public records of Hillsborough County, Florida; said iron pipe being the POINT OF BEGINNING of herein described parcel; thence run South $00^{\circ}26'33''$ West, 88.37 feet to the beginning of a curve concave to the Southwest having a radius of 313.00 feet; thence run Northwesterly along the arc of said curve 179.00 feet through a central angle of $32^{\circ}45'54''$ to the end of said curve; thence run North $00^{\circ}26'33''$ East, 11.04 feet to a point; said point being the Northwest corner of Lot 3 in Block 99 of aforementioned subdivision; thence run South $89^{\circ}45'29''$ East, 159.00 feet to the POINT OF BEGINNING.

VACANT LAND SALES DATA SHEET

Sale No. Ybor Assemblage – Darryl Shaw

Location: Ybor City generally at Channelside Dr. & Adamo Dr., Tampa, Florida.

Tax ID #: Multiple

Grantor: Multiple

Grantee: Darryl Shaw via various LLC's

Sale Date: June 2014 to present

Sale Price: \$49,087,500
\$28,569,500 (Contract \$27,769,500 + \$800,000 resident re-location)
\$77,657,000

Zoning/FLU The acquired parcels consist of intensive zoning designations by city of Tampa to include Ybor City Districts YC-5, YC-6, YC-9 and RM-24, Residential Multiple Family. Additionally, the acquired parcels include future land use designations by the city of Tampa of CMU-35, Community Mixed Use-35, RMU-100, Regional Mixed Use-100, CC-35, Community Commercial-35 and GMU-24, General Mixed Use-24. The max FAR ratios for these parcels range between 1.5-3.5.

Financing: Cash to Seller

Verification: Sean Lance, broker

Date of Inspection: January 14, 2021

Size of Property: 19.990 Ac + 12.75 Ac = 32.74 Ac

Unit Price: \$2,371,930/Ac

Utilities: All available

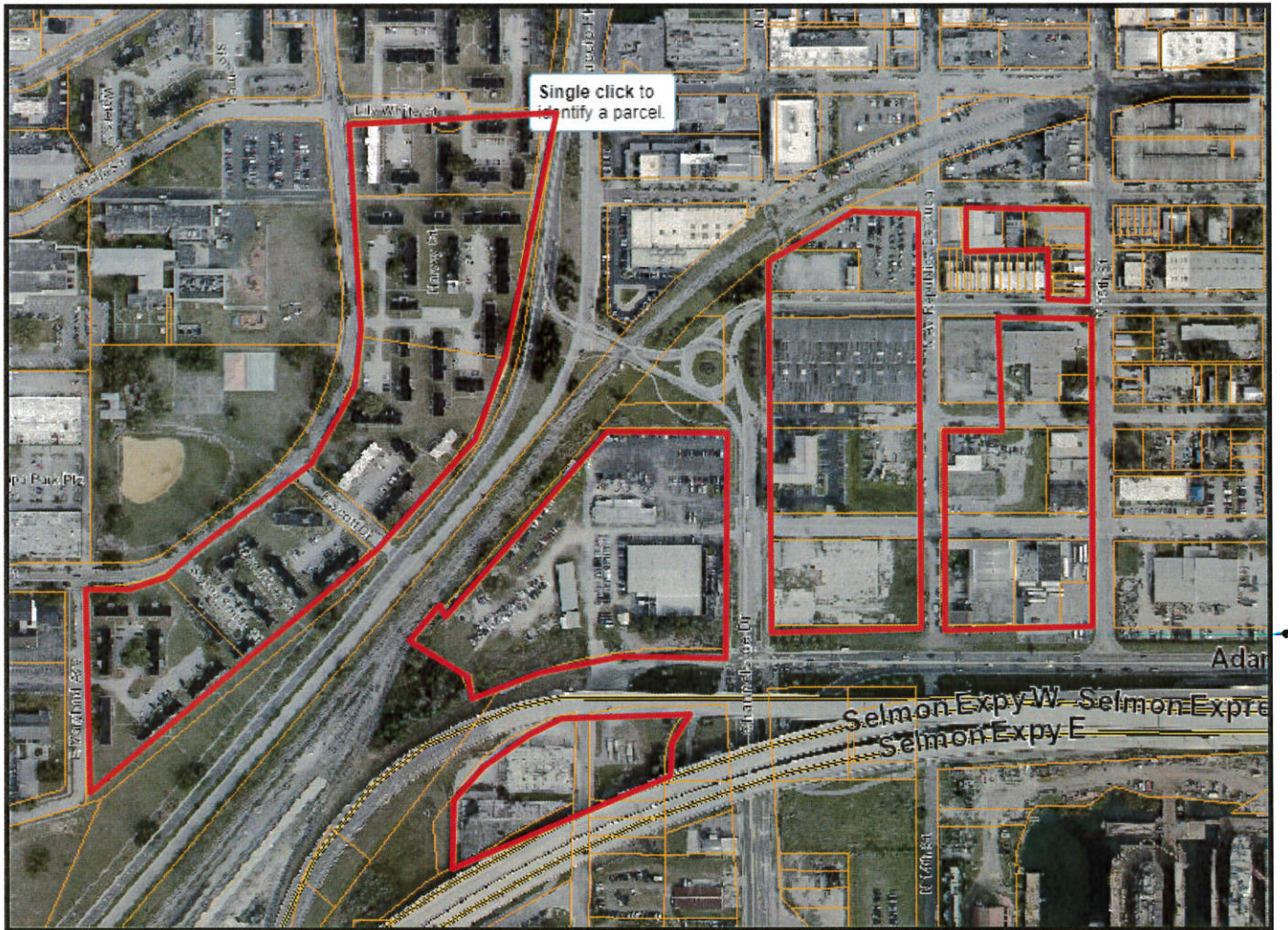
Notes: Mr. Shaw does not have any immediate plans for the land assemblage; however, attempted to become the location of the new Tampa Bay Rays ballpark. The deal never materialized due to lack of public support.

Sale No. Ybor Assemblage – Darryl Shaw

Sale	Date of Sale	Price	Land Size	Unit Price
2020016645	1/2020	\$6,000,000	1.630 Ac	\$3,680,982/Ac
26759/1273	6/2019	\$2,200,000	0.460 Ac	\$6,956,522/Ac
26348/742	1/2019	\$16,115,000	3.270 Ac	\$4,928,141/Ac
26349/106	1/2019	\$1,500,000	0.710 Ac	\$2,112,649/Ac
25537/1669	1/2018	\$425,000	0.110 Ac	\$3,863,636/Ac
25234/1681	9/2017	\$650,000	0.230 Ac	\$2,826,031/Ac
25118/1135	7/2017	\$200,000	0.100 Ac	\$2,000,000/Ac
24914/1909	5/2017	\$1,700,000	0.150 Ac	\$11,333,333/Ac
24417/39	9/2016	\$1,587,500	0.870 Ac	\$1,824,722/Ac
24341/618	8/2016	\$3,000,000	1.440 Ac	\$2,083,333/Ac
24235/1712	7/2016	\$1,300,000	0.810 Ac	\$1,604,938/Ac
24196/633	6/2016	\$10,000,000	7.250 Ac	\$1,379,310/Ac
24032/925	4/2016	\$1,525,000	0.800 Ac	\$1,906,250/Ac
23185/1186	3/2015	\$435,000	0.320 Ac	\$1,359,395/Ac
23154/665	3/2015	\$500,000	0.450 Ac	\$1,111,111/Ac
22607/995	6/2014	\$550,000	0.480 Ac	\$1,145,822/Ac
22601/1188	5/2014	\$1,400,000	0.910 Ac	\$1,538,462/Ac
1314 Nuccio Pkwy - Contract	Current – Feb 2021 closing	<u>\$28,569,500</u>	<u>12.750 Ac</u>	<u>\$2,240,745/Ac</u>
Total		\$77,657,000	32.740 Ac	\$2,371,930/Ac







Prepared By:

Alfred A. Colby, Attorney
Mechanik Nuccio Hearne & Wester, P.A.
305 South Boulevard
Tampa, Florida 33606

Telephone: (813) 276-1920

Parcel ID Number 189635.0000

Consideration: \$6,000,000.00

SPECIAL WARRANTY DEED

THIS INDENTURE is made as of January 15, 2020, by and between Tampa Electric Company, a Florida corporation, d/b/a Peoples Gas System a/k/a Peoples Gas System, a division of Tampa Electric Company, of 702 North Franklin Street, Tampa, Florida 33602 ("Grantor"), and Ybor City Holdings QOZB I, LLC, a Delaware limited liability company, of 13014 North Dale Mabry Highway, Box 620, Tampa, Florida 33618 ("Grantee").

WITNESSETH, that Grantor, in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms, unto Grantee and Grantee's successors, heirs and assigns forever, all that certain parcel of land lying and being in Hillsborough County, Florida, more particularly described on **Exhibit "A"** attached hereto (the "Real Property").

TOGETHER with all the tenements, hereditaments and appurtenances belonging or pertaining to the Real Property.

TO HAVE AND TO HOLD the Real Property in fee simple forever, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Real Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Real Property; that Grantor hereby warrants the title to the Real Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise, subject, however to (a) ad valorem real estate taxes and assessments for 2019 and subsequent years, (b) all applicable zoning restrictions, prohibitions and other requirements imposed by governmental authority, and (c) those matters set forth on **Exhibit "B"** attached hereto.

[SIGNATURE ON FOLLOWING PAGE]

[Signature Page to Warranty Deed]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first written above.

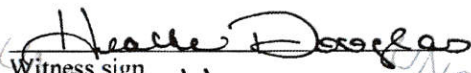
Signed, sealed and delivered
in the presence of:



Witness sign

Print Name: Kristin Mora

Tampa Electric Company, a Florida
corporation, d/b/a Peoples Gas System
a/k/a Peoples Gas System, a division of
Tampa Electric Company



Witness sign

Print Name: Heather Douglas

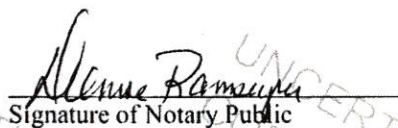
By: David M. Nicholson (Seal)

Name: David M. Nicholson

Title: VP - Legal + G.C.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of January, 2020, by David M. Nicholson, in his/her capacity as VP Legal, General Counsel of Tampa Electric Company, a Florida corporation, d/b/a Peoples Gas System a/k/a Peoples Gas System, a division of Tampa Electric Company. He/she ☒ is personally known to me or ☐ produced _____ as identification.



Signature of Notary Public

Denise Ramseyer
Print Name of Notary Public

My commission expires: 12/07/2021

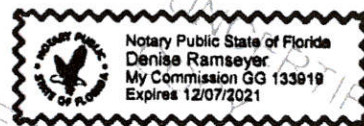


Exhibit "A"

(Legal Description of Real Property)

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 23, Lesley's Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida, together with all of the alley lying within said Block 23 vacated by Ordinance No. 146-A recorded in Official Records Book 5974, Page 21, of the Public Records of Hillsborough County, Florida.

Exhibit "B"

(Permitted Exceptions)

1. Easements contained and set-forth in that certain Amended Easement Deed by Court Order in Settlement of Landowner Action recorded October 16, 2013 in Official Records Book 22207, Page 1886; together with Notice of Substitution of Easement Deed by Court Order in Settlement of Landowner Action recorded December 5, 2013 in Official Records Book 22292, Page 1398.
2. Covenants, conditions, rights and obligations of that certain Declaration of Environmental Covenants by and between Tampa Electric Company, a Florida corporation d/b/a Peoples Gas System a/k/a Peoples Gas System, a division of Tampa Electric Company, and TRS Properties, Inc., a Florida corporation recorded December 5, 2014 in Official Records Book 22959, Page 1058.
3. Covenants, conditions, rights and obligations of that certain Environmental Declaration by and between Tampa Electric Company, a Florida corporation d/b/a Peoples Gas System a/k/a Peoples Gas System, a division of Tampa Electric Company, and Ybor City Holdings QOZB I, LLC, a Delaware limited liability company recorded contemporaneously herewith.

Prepared by:
Ann M. Zyndorf, an employee of
Fuentes and Kreischer, P.A.,
1407 West Busch Boulevard
Tampa, Florida 33612

File Number: 2017697

Corporate Warranty Deed

This Indenture, made , June 27, 2019 A.D., Between **CCS Holdings, Inc.** whose post office address is: P.O. Box 5236, Tampa, Florida 33675, a corporation existing under the laws of the State of Florida, Grantor and **Ybor Land, LLC, a Florida limited liability company** whose post office address is: 13014 N. Dale Mabry Hwy #620, Tampa, Florida 33618, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00 -), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Hillsborough, State of Florida, to wit:

Lot 1, Lot 10, and the East 30.00 feet of Lots 2 and 9, Block 62, together with closed alley lying between said Lots, and the North 1/2 of closed Adamo Street, of J.T. LESLEY'S ADDITION TO EAST TAMPA, according to the map or plat thereof as recorded in Plat Book 1, Page 12, of the Public Records of Hillsborough County, Florida.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: Folio 189870.0100

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

CCS Holdings, Inc.

Signed and Sealed in Our Presence:

By:

H.R. Yturriaga
Its: President

1st witness sign

Albert C. Kreischer, Jr.

1st witness print name

2nd witness sign

Ann M. Zyndorf

2nd witness print name

State of

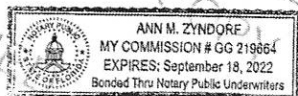
Florida

County of

Hillsborough

The foregoing instrument was acknowledged before me this 27th day of June, 2019, by H.R. Yturriaga, the President of CCS Holdings, Inc. A corporation existing under the laws of the State of Florida, on behalf of the corporation.

He/She is personally known to me or has produced _____ drivers license as identification.



Notary Public

Notary Printed Name:

Ann M. Zyndorf

My Commission Expires::

Prepared By:

Alfred A. Colby, Attorney
Mechanik Nuccio Hearne & Wester, P.A.
305 South Boulevard
Tampa, Florida 33606
Telephone: (813) 276-1920

Parcel ID Numbers: 189659.0000 and 189661.0000

Consideration: \$16,115,000.00

SPECIAL WARRANTY DEED

THIS INDENTURE is made as of January 15, 2019, between **FMF Real Estate, LLC**, a Florida limited liability company, of 122 East 42nd Street, Suite 618, New York, New York 10168, and **DPF Real Estate, LLC**, a Florida limited liability company, of 122 East 42nd Street, Suite 618, New York, New York 10168 (collectively, "Grantor"), and **Ybor Jardin, LLC**, a Florida limited liability company, of 13014 North Dale Mabry Highway, Suite 620, Tampa, Florida 33618 ("Grantee").

Grantor, in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms, unto Grantee and Grantee's successors, heirs and assigns forever, all that certain parcel of land lying and being in Hillsborough County, Florida, more particularly described on **Exhibit A** attached hereto (the "Real Property").

TOGETHER with all the tenements, hereditaments and appurtenances belonging or pertaining to the Real Property.

TO HAVE AND TO HOLD the Real Property in fee simple forever. Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Real Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Real Property; that Grantor hereby warrants the title to the Real Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise, subject, however to (a) ad valorem real estate taxes and assessments for 2019 and subsequent years, (b) all applicable zoning restrictions, prohibitions and other requirements imposed by governmental authority, and (c) those matters set forth on **Exhibit B** attached hereto.

[Signature Page to Special Warranty Deed - FMF]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first written above.

Signed, sealed and delivered
in the presence of:

FMF Real Estate, LLC,
a Florida limited liability company

Dawn M. Avitabile

Witness sign

Print Name: Dawn M. Avitabile

Kimberly Bechtle

Witness sign

Print Name: Kimberly Bechtle

By: *FF*

Name: Frederick M. Friedman
Title: Manager

STATE OF NEW YORK
COUNTY OF New York

The foregoing instrument was acknowledged before me this 9th day of January, 2019, by Frederick M. Friedman, in his capacity as Manager of FMF Real Estate, LLC, a Florida limited liability company. He ☒ is personally known to me or ☐ produced _____ as identification.

Dawn M. Avitabile

Signature of Notary Public

Print Name of Notary Public

My commission expires:

DAWN M. AVITABILE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AV6293983
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES

12/16/21

[Signature Page to Special Warranty Deed - DPF]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first written above.

Signed, sealed and delivered
in the presence of:

DPF Real Estate, LLC,
a Florida limited liability company

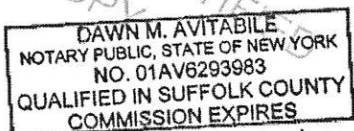
Dawn M. Avitable
Witness sign
Print Name: Dawn M. Avitable

Kimberly Bechtel
Witness sign
Print Name: Kimberly Bechtel

By: [Signature]
Name: Frederick M. Friedman
Title: Authorized Agent

STATE OF NEW YORK
COUNTY OF New York

The foregoing instrument was acknowledged before me this 9th day of January, 2019, by Frederick M. Friedman, in his capacity as Authorized Agent of DPF Real Estate, LLC, a Florida limited liability company. He ☒ is personally known to me or ☐ produced a valid driver's license as identification.



Dawn M. Avitable
Signature of Notary Public

Print Name of Notary Public

My commission expires:

EXHIBIT A**(Legal Description of Real Property)****Parcel 1**

Lots 1 through 14, inclusive, Block 24, of M. LEO ELLIOT SUBDIVISION OF BLOCK 24, according to the map or plat thereof, as recorded at Plat Book 12, Page 27, of the Public Records of Hillsborough County, Florida, together with the alley located between and abutting Lots 1, 2, 3, 4, 5 and 7 on the North and abutting Lots 8, 10, 11, 12 13 and 14 on the South vacated by Ordinance 1064-A recorded in Official Records Book 24507, Page 136, and together with the South 1/2 of the street abutting Lots 1, 2, 3, 4, 5 and 6, vacated by Ordinance No. 8079-A recorded in Official Records Book 4011, Page 1934, all of the Public Records of Hillsborough County, Florida.

Parcel 2

Lots 1 through 14, inclusive, Block 25, of M. LEO ELLIOT SUBDIVISION OF BLOCK 25, according to the map or plat thereof, as recorded at Plat Book 11, Page 86, of the Public Records of Hillsborough County, Florida, together with the alley located between and abutting Lots 1, 2, 3, 4, 5 and 7 on the North and abutting Lots 8, 10, 11, 12 13 and 14 on the South vacated by Ordinance 1311-A recorded in Official Records Book 24507, Page 139, and together with the North 1/2 of the street abutting Lots 9, 10, 11, 12, 13 and 14, vacated by Ordinance No. 8079-A recorded in Official Records Book 4011, Page 1934, all of the Public Records of Hillsborough County, Florida.

EXHIBIT B

(Permitted Exceptions)

(All recording references in this Exhibit are references to the Official Records of Hillsborough County, Florida)

1. Terms and Conditions contained in the Agreement recorded in Official Records Book 1255, Page 501.
2. Drainage and Utility Easements in favor of the City of Tampa contained in Ordinance No. 8079-A recorded in Official Records Book 4011, Page 1934.
3. Easement in favor of Tampa Electric Company recorded in Official Records Book 5847, Page 968.
4. Easement in favor of Tampa Electric Company recorded in Official Records Book 5874, Page 1857.
5. Cable Right-of-Way Easement Agreements recorded in Official Records Book 6182, Page 69 and Official Records Book 6253, Page 1109 as affected by the Amended Easement recorded in Official Records Book 21670, Page 95.

Prepared by:
Ann M. Zyndorf, an employee of
Fuentes and Kreischer, P.A.,
1407 West Busch Boulevard
Tampa, Florida 33612

File Number: 2014704

Corporate Warranty Deed

This Indenture, made, January 16, 2019 A.D., Between **Italian Club Building & Cultural Trust Fund, Inc** whose post office address is: 1731 E. 7th Ave, Tampa, Florida 33605, a corporation existing under the laws of the State of Florida, Grantor and **Ybor Nuccio, LLC, a Florida limited liability company** whose post office address is: 13014 N. Dale Mabry Hwy #620, Tampa, Florida 33618, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Hillsborough, State of Florida, to wit:

Lots 6, 7, 8, 9 and 10, Block 78, Map of Ybor City, as per plat thereof, recorded in Plat Book 1, Page 11, of the Public Records of Hillsborough County, Florida

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: **1972960000**

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Italian Club Building & Cultural Trust Fund, Inc

Signed and Sealed in Our Presence:

By: Sal Guagliardo
Sal Guagliardo
Its: President

1st witness sign

1st witness print name

Ann M. Zyndorf

2nd witness sign

2nd witness print name

Ann Hobson

State of

Florida

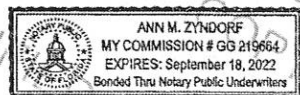
County of

Hillsborough

(Corporate Seal)

The foregoing instrument was acknowledged before me this 16 day of January, 2019, by Sal Guagliardo, the President of Italian Club Building & Cultural Trust Fund, Inc A corporation existing under the laws of the State of Florida, on behalf of the corporation.

He/She is personally known to me or has produced drivers license as identification.



Notary Public
Notary Printed Name: Ann M. Zyndorf
My Commission Expires: September 18, 2022

PREPARED BY:

Michael E. Leach, Esq.
Michael E. Leach, P.A.
2400 East Commercial Blvd. (Suite 706)
Fort Lauderdale, Florida 33308

RECORD AND RETURN TO:

Fuentes and Kreischer, P.A.
1407 West Busch Boulevard
Tampa, FL 33612

Property Folio #1896710000

WARRANTY DEED

This Warranty Deed made and executed the day of January, 2018.

BETWEEN, Sandy Luu Grewer, of P.O. Box 3474, Apollo Beach, Florida 33572, hereinafter called the Grantor,

and Ybor Nuccio, LLC, a Florida limited liability company, of 13014 N. Dale Mabry Highway, Suite 620, Tampa, Florida 33618, hereinafter called the Grantee.

NOTE: The subject property is commercial property and is not the homestead of the Grantor or any family member, nor is it contiguous to the homestead of the Grantor nor any family member.

WITNESSETH: That the Grantor, for and in consideration of the sum of --Ten and 00/100--(\$10.00)--and other valuable considerations the receipt and sufficiency of which is hereby acknowledged has granted, bargained and sold that certain parcel of land in the County of Hillsborough and the State of Florida to wit:

Lot 3, Block 37, J.E. Mitchell's Subdivision, as per plat thereof, recorded in Plat Book 42, Page 46, of the Public Records of Hillsborough County, Florida, together with the North ½ of Vacated Alley abutting on the South.

TOGETHER, with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever,

And the Grantor hereby covenants with Grantee that (a) Grantor is lawfully seized of the Property in fee simple; (b) Grantor has good right and lawful authority to sell and convey the Property; (c) Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and (d) the Property is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence.

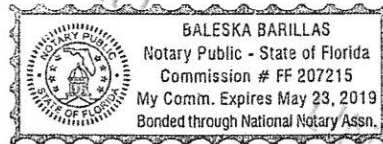
WITNESS #1 SIGN

SANDY LUU GREWER

WITNESS #1 PRINT NAME

WITNESS #2 SIGN

WITNESS #2 PRINT NAME



STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Sandy Luu Grewer, who produced FDL# 6660-792-48-511-0 as identification and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of January, 2018.

MY COMMISSION EXPIRES: May 23, 2019

NOTARY PUBLIC

PREPARED BY & RETURN TO:

Name: Anthony Fowkes, an employee of
Milestone Title Services, LLC
Address: 14310 N Dale Mabry Hwy Ste 200
Tampa, FL 33618
File No. 17-1145
Parcel No.: 189670-0000

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This **WARRANTY DEED**, made the 13th day of September, 2017, by **HBWB PROPERTIES LLC**, a Florida Limited Liability Company, hereinafter called the Grantor, to **YBOR LAND, LLC**, a Florida Limited Liability Co. having its principal place of business at 1403 E 5th Ave, Tampa, FL 33605, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in County of Hillsborough, State of Florida, viz:

Lots 4 and 5, Block 37, J.E. MITCHELLS SUBDIVISION, according to the plat thereof, recorded in Plat Book 1, Page 10, of the Public Records of Hillsborough County, Florida, together with the N 1/2 of a closed alley abutting thereon.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO TAXES FOR THE YEAR 2017 AND SUBSEQUENT YEARS, RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the same in fee simple forever.

And the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever. Grantor further warrants that said land is free of all encumbrances, except as noted herein and except taxes accruing subsequent to December 31, 2016.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Arlette Solar
Witness Signature
Printed Name: Arlette Solar

Dayana M. Gande
Witness Signature
Printed Name: Dayana M. Gande

HBWB PROPERTIES LLC

By: Edgar V. Horne L.S.
Name: Edgar V. Horne
Title: Managing Member

Address (Principal Place of Business):
1403 E 5th Ave, Tampa, FL 33605

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13th day of September, 2017, by Edgar V. Horne (name), Managing Member (title) of HBWB Properties LLC, a Florida Limited Liability Company, on behalf of the corporation. He (she) is personally known to me or has produced FL D/L as identification.



Arlette Solar
Signature of Notary
Printed Name: Arlette Solar
My commission expires: June 17, 2018

PREPARED BY & RETURN TO:
ALBERT C. KREISCHER, JR.
FUENTES & KREISCHER, P.A.
1407 W. BUSCH BLVD.
TAMPA, FL 33612

File No. 2017121

Parcel ID #189649.0000

WARRANTY DEED

THIS INDENTURE made the ^{25th} day of July, 2017, by **Anthony M. Cousin, individually and as attorney in fact for Arnold Cousin, Timothy P. Cousin, Wisteria L. Demontegnac, Emma C. Drew, Don L. Cousin, Roderick O. Cousin, unmarried, Carls P. Cousin, Malcolm F. Cousin, Versie L. Edward and Herman B. Cousin**, hereinafter called the Grantor, to **Ybor Land, LLC, a Florida limited liability company**, whose post office address is 13014 N. Dale Mabry Hwy. # 620 Tampa, Florida 33618-2808, hereinafter called the Grantee:

Witnesseth: That the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys, remises, releases, and transfers unto the Grantee, that certain land situated in Hillsborough County, Florida, to-wit:

Lot 10 in Block 38, of **Lesley's Subdivision**, less the North 32 feet of said Lot, according to the map or plat thereof as recorded in Plat Book 1, Page 8, of the public records of Hillsborough County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

To Have and To Hold the same in fee simple forever.

The property described in his Warranty Deed is not the homestead property of the Grantors, **Anthony M. Cousin, Arnold Cousin, Timothy P. Cousin, Wisteria L. Demontegnac, Emma C. Drew, Don L. Cousin, Carls P. Cousin, Malcolm F. Cousin, Versie L. Edward and Herman B. Cousin**, under the laws and constitution of the State of Florida in that neither Grantors nor any members of the Grantors immediate family reside thereon.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except: those matters shown as schedule B-II exceptions on that certain title insurance commitment No. 2017121, issued by Old Republic National Title Insurance Company.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal the day and year first above written.

(Signatures and notary acknowledgments appear on the following pages.)

Signed, sealed and delivered
in our presence:

Print: Albert C. Kreischer, Jr.
Print: Donna S. Jannazzo

Print: Albert C. Kreischer, Jr.
Print: Donna S. Jannazzo

Print: Albert C. Kreischer, Jr.
Print: Donna S. Jannazzo

Print: Albert C. Kreischer, Jr.
Print: Donna S. Jannazzo

Print: Albert C. Kreischer, Jr.
Print: Donna S. Jannazzo

Print: Albert C. Kreischer, Jr.
Print: Donna S. Jannazzo

Print: Albert C. Kreischer, Jr.
Print: Donna S. Jannazzo

Print: Albert C. Kreischer, Jr.
Print: Donna S. Jannazzo

Print: Albert C. Kreischer, Jr.
Print: Donna S. Jannazzo

Anthony M. Cousin
Anthony M. Cousin, Individually

Arnold Cousin by Anthony M. Cousin
Anthony M. Cousin, as Attorney in fact
for Arnold Cousin

Timothy P. Cousin by Anthony M. Cousin
Anthony M. Cousin, as Attorney in fact
for Timothy P. Cousin

Wisteria L. Demontegnan by Anthony M. Cousin
Anthony M. Cousin, as Attorney in fact
for Wisteria L. Demontegnan

Emma C. Drew by Anthony M. Cousin
Anthony M. Cousin, as Attorney in fact
for Emma C. Drew

Don L. Cousin by Anthony M. Cousin
Anthony M. Cousin, as Attorney in fact
for Don L. Cousin

Roderick O. Cousin by Anthony M. Cousin
Anthony M. Cousin, as Attorney in fact
for Roderick O. Cousin

Carlis P. Cousin by Anthony M. Cousin
Anthony M. Cousin, as Attorney in fact
for Carlis P. Cousin

Malcolm F. Cousin by Anthony M. Cousin
Anthony M. Cousin, as Attorney in fact
for Malcolm F. Cousin

Print: Albert C. Kreischer, Jr.

Print: Donna S. Jannazzo

Print: Albert C. Kreischer, Jr.

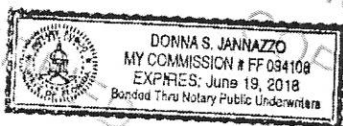
Print: Donna S. Jannazzo

Versie L. Edward by Anthony M. Cousin
Anthony M. Cousin, as Attorney in fact
for Versie L. Edward

Herman B. Cousin by Anthony M. Cousin
Anthony M. Cousin, as Attorney in fact
for Herman B. Cousin

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 25 day of July, 2017,
by Anthony M. Cousin, individually and as attorney in fact for Arnold Cousin, Timothy P. Cousin,
Wisteria L. Demontegnac, Emma C. Drew, Don L. Cousin, Roderick O. Cousin, unmarried, Carls P.
Cousin, Malcolm F. Cousin, Versie L. Edward and Herman B. Cousin, who is personally known to
me or who has produced FL D/LC as identification.



Donna Jannazzo
NOTARY PUBLIC
Print: _____

My Commission Expires: _____

Prepared by:
Fuentes and Kreisler, P.A.
1407 West Busch Boulevard
Tampa, Florida 33612

File Number: 2017382

General Warranty Deed

Made this May 01, 2017 A.D. By **14th & Broadway LLC, a Florida limited liability company**, hereinafter called the grantor, to
Ybor Trio, LLC, a Florida limited liability company, whose post office address is: 13014 N. Dale Mabry Hwy #620, Tampa,
Florida 33618, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the
heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases,
conveys and confirms unto the grantee, all that certain land situate in Hillsborough County, Florida, viz:

**Lot 5, Block 35, Ybor City Block Y, as per plat thereof, recorded in Plat Book 1, Page 11, of the
Public Records of Hillsborough County, Florida**

Parcel ID Number: **197098-0000**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;
that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the
title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all
encumbrances except taxes accruing subsequent to December 31, 2016.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
1st witness sign
Ch E Fuentes
1st witness printed name

[Signature]
2nd witness sign
Robert S. Halber
2nd witness printed name

14th & Broadway LLC, a Florida limited liability company
By: The James Revocable Trust Agreement dated November 16,
2001, its Manager

[Signature] (Seal)
By: Dean W. James, Trustee
[Signature] (Seal)
By: Diane E. James, Trustee
Address: 1401 E. 7th Ave, Tampa, Florida 33605

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 1st day of May, 2017, by Dean W. James and Diane E. James,
Trustees of the James Revocable Trust Agreement dated November 16, 2001 of 14th & Broadway LLC, a Florida limited
liability company, who is/are personally known to me or who has produced FLDL as identification.

[Signature]
Notary Public
Print Name: _____
My Commission Expires: _____



DEED Individual Warranty Deed - Legal on

Prepared by:
Fuentes and Kreischer, P.A.
1407 West Busch Boulevard
Tampa, Florida 33612

File Number: 2016831

General Warranty Deed

Made this September 21st, 2016 A.D. By Tampa Tire Depot, LLC, a Florida limited liability company, hereinafter called the grantor, to Ybor Land, LLC, a Florida limited liability company, whose post office address is: P.O. Box 620, 13014 N. Dale Mabry Hwy, Tampa, Florida 33618, hereinafter called the grantee;

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Hillsborough County, Florida, viz:

Lots 1, 2, 3, 8, 9 and the North 32 feet of Lot 10, together with that portion of the closed alley lying between said Lots, Block 38, LESLEY'S SUBDIVISION PLAN OF EAST TAMPA, according to the map or plat thereof as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida.

Parcel ID Number: 1896430000

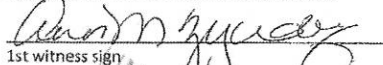
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2015.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


1st witness sign

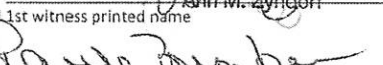
Ann M. Zyndorf
1st witness printed name


2nd witness sign

Paula Zoumberos
2nd witness printed name



1st witness sign

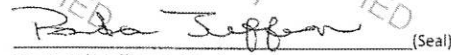
Ann M. Zyndorf
1st witness printed name


2nd witness sign

Paula Zoumberos
2nd witness printed name

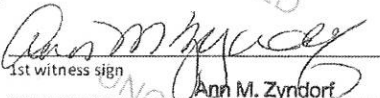
Tampa Tire Depot, LLC, a Florida limited liability company

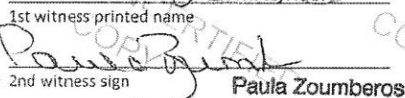

By: Melvin B. Jefferson, Member (Seal)
Address: 1419 E. 4th Ave, Tampa, Florida 33605


By: Brenda Jefferson, Member (Seal)
Address: 1419 E. 4th Ave, Tampa, Florida 33605

Prepared by:
Fuentes and Kreischer, P.A.
1407 West Busch Boulevard
Tampa, Florida 33612

File Number: 2016831

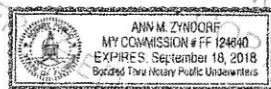

1st witness sign Ann M. Zyndorf

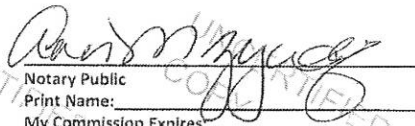
1st witness printed name

2nd witness sign Paula Zoumberos

2nd witness printed name

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 21 day of September, 2016, by Melvin B. Jefferson, Brenda Jefferson and Calvin Jefferson, as Members of Tampa Tire Depot, LLC, a Florida limited liability company, who is/are personally known to me or who has produced FL DRIVERS LICENSE as identification.




Notary Public
Print Name: _____
My Commission Expires: _____

Prepared By:

Alfred A. Colby, Attorney
Mechanik Nuccio Hearne & Wester, P.A.
305 South Boulevard
Tampa, Florida 33606
Telephone: (813) 276-1920

Folio Number: 189687.0500

Consideration: \$3,000,000.00

SPECIAL WARRANTY DEED

THIS INDENTURE is made as of August 29, 2016, between JRC Ricketts, Ltd., a Florida limited partnership, of Post Office Box 320024, Tampa, Florida 33679 ("Grantor"), and Ybor Channelside, LLC, a Florida limited liability company, of 4207 Golf Point Court, Tampa, Florida 33618 ("Grantee").

Grantor, in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms, unto Grantee and Grantee's successors, heirs and assigns forever, all that certain parcel of land lying and being in Hillsborough County, Florida, more particularly described on **Exhibit A** attached hereto (the "Real Property").

TOGETHER with all the tenements, hereditaments and appurtenances belonging or pertaining to the Real Property.

TO HAVE AND TO HOLD the Real Property in fee simple forever. Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Real Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Real Property; that Grantor hereby warrants the title to the Real Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise, subject, however to (a) ad valorem real estate taxes and assessments for 2016 and subsequent years, (b) all applicable zoning restrictions, prohibitions and other requirements imposed by governmental authority, and (c) those matters set forth on **Exhibit B** attached hereto.

[Signature Page to Warranty Deed]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first written above.

Signed, sealed and delivered
in the presence of:

JRC Ricketts, Ltd.,
a Florida limited partnership

John E. Ricketts
Witness sign

Print Name: John E. Ricketts

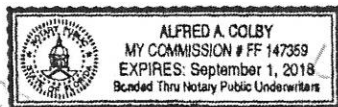
Brett W. [illegible]
Witness sign

Print Name: Brett W. [illegible]

By: *Chester E. Ricketts*
Chester E. Ricketts, its General Partner

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 29th day of August, 2016, by Chester E. Ricketts, in his capacity as General Partner of JRC Ricketts, Ltd., a Florida limited partnership. He ☐ is personally known to me or ☒ produced a valid driver's license as identification.



Alfred A. Colby
Signature of Notary Public

Print Name of Notary Public
My commission expires:

EXHIBIT A**(Legal Description of Real Property)**

A tract consisting of all that part of Block 1, part of that part of Block 2, and all of that part of the 30-foot wide strip lying between said Blocks 1 and 2, lying North of the Northerly right-of-way line of State Road 618, Section 10002-2520, as said right-of-way is described in instrument recorded in Official Record Book 3561, on Page 262, Public Records of Hillsborough County, Florida, and the Southwesterly extension of the Northerly right-of-way line, all in K & W SUBDIVISION, according to map or plat thereof recorded in Plat Book 16, on Page 4, Public Records of Hillsborough County, Florida, said tract being more particularly described as follows:

From the Northeast corner of Lot 1, Block 1 of said K & W SUBDIVISION, run South $1^{\circ}50'56''$ West along the East boundary of said Block 1 a distance of 207.32 feet to the Northerly right-of-way line of State Road 618 as described above; run thence South $64^{\circ}17'16''$ West along said Northerly right-of-way line a distance of 201.49 feet; run thence South $59^{\circ}35'06''$ West along said Northerly right-of-way line, and said Northerly right-of-way line projected Southwesterly, a distance of 165.03 feet to a point on the Easterly right-of-way line of Border Street as shown on said plat; run thence North $4^{\circ}08'04''$ West along said Easterly right-of-way line a distance of 130.79 feet to intersection with the Southeasterly right-of-way line of Meridian Avenue as shown on said plat; run thence North $38^{\circ}19'56''$ East along said Southeasterly right-of-way line of Meridian Avenue a distance of 192.61 feet to the point of change of direction of said Southeasterly right-of-way line of Meridian Avenue; run thence Northeasterly along said Southeasterly right-of-way line along a curve to the right a distance of 241.37 feet (chord - 240.80 feet, chord bearing - North $66^{\circ}19'56''$ East) to the point-of-beginning; LESS that part of said Block 2 lying within the following described parcel: Beginning at the Northwest corner of Block 2 of K & W SUBDIVISION at Northeast corner of Meridian Avenue and Border Street, run thence in a Northeasterly direction along the Northerly line of said Block 2 for a distance of 65 feet to a point 8 feet measured radially and Easterly from the centerline of Seaboard Air Line Railroad Company's proposed spur track No. S. V. 118; run thence in a Southerly direction across said Block 2 and part of Block 3 of the K & W SUBDIVISION, by a line concentric with or parallel to said spur track No. S. V. 118 and everywhere 8 feet from the centerline thereof for a distance of 369 feet to a point in said Lot 2 of Block 3, a distance of 15 feet Easterly at a right angle from East line of said Border Street; run thence Westerly at a right angle to said Border Street for a distance of 15 feet to East line of said Border Street; run thence Northerly along the East line of said Border Street for a distance of 315 feet, more or less, to the point of beginning; All being in Government Lot 8, Section 18, Township 29 South, Range 19 East, and being in Hillsborough County, Florida, as described and shown on Plat attached to deed recorded in Deed Book 1455, on Page 354, from Florida Sales Promotion Service, Incorporated, a Florida corporation, to Seaboard Air Line Railroad Company.

EXHIBIT B
(Permitted Exceptions)

1. Aerial Easement in favor of Tampa-Hillsborough County Expressway Authority recorded November 26, 2002, in Official Records Book 12132, Page 1193, of the Public Records of Hillsborough County, Florida.
2. Sewer Easement in favor of the City of Tampa recorded in Deed Book 1598, Page 328, as affected by Easement Release recorded in Official Records Book 267, Page 740, all of the Public Records of Hillsborough County, Florida.

2
Prepared by and return to:

Victor W. Holcomb
Holcomb & Leung, P.A.
3203 W. Cypress St.
Tampa, FL 33607
813-258-5835

File Number: SAB-2nd Ave
Consideration: \$1,300,000.00

Parcel Identification No. 189653-0000 and 189657-0000

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 13th day of July, 2016 between SAB Holdings, LLC, a Florida limited liability company whose post office address is 715 US Highway 301, Tampa, FL 33619 of the County of Hillsborough, State of Florida, grantor*, and Ybor Pedroso, LLC, a Florida limited liability company whose post office address is 13014 N. Dale Mabry Hwy, #620, Tampa, FL 33618 of the County of Hillsborough, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Hillsborough County, Florida, to-wit:

Lots 1, 2, 9 and the East 35 ft. 6 in. of Lots 3 and 8, Block 40, of LESLEY'S SUBDIVISION, as recorded in Plat Book 1, Page 8 of the Public Records of Hillsborough County, Florida.

TOGETHER WITH that portion of the 10 foot alley (now closed) lying between and abutting said Lot 2 and the East 35 ft. 6 in. of Lot 3 on the South and between and abutting said Lot 9 and the East 35 ft. 6 in. of Lot 8 on the North, and that portion of the North 1/2 of the 10 foot alley (now closed) adjacent to and abutting said Lot 1 on the South.

and

Lot 10, Block 40, LESLEY'S PLAN OF EAST TAMPA, according to the map or plat thereof as recorded in Plat Book 1, Page 8 of the Public Records of Hillsborough County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTimes

Signed, sealed and delivered in our presence:

SAB Holdings, LLC, a Florida limited liability company

Nicole M. Lodato
Witness Name: Nicole M. Lodato

By: Steven D. Harper
Steven D. Harper, Member

Michelle Hiers
Witness Name: Michelle Hiers

By: Bradley N. Harper
Bradley N. Harper, Member

Nicole M. Lodato
Witness Name: Nicole M. Lodato

Michelle Hiers
Witness Name: Michelle Hiers

By: Amy L. Harper-Thorne
Amy L. Harper-Thorne, Member

Nicole M. Lodato
Witness Name: Nicole M. Lodato

Michelle Hiers
Witness Name: Michelle Hiers

(Corporate Seal)

State of Florida
County of Hillsborough

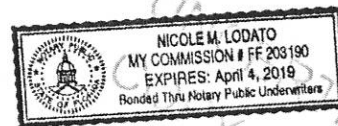
The foregoing instrument was acknowledged before me this 13th day of July, 2016 by Steven D. Harper, Member, Bradley N. Harper, Member and Amy L. Harper-Thorne, Member of SAB Holdings, LLC, a Florida limited liability company, on behalf of the corporation. They ☐ are personally known to me or ☒ have produced a driver's license as identification.

[Notary Seal]

Nicole M. Lodato
Notary Public

Printed Name: Nicole M. Lodato

My Commission Expires: _____



Prepared By:
Megan Proulx Dempsey, Esq.
TECO Services, Inc.
P.O. Box 111
Tampa, FL 33601

Folio Numbers: 189548.0000 and 189732.0000
Consideration: \$10,000,000.00

**SPECIAL WARRANTY DEED
WITH RESERVED EASEMENTS**

This SPECIAL WARRANTY DEED made by **TAMPA ELECTRIC COMPANY**, a Florida corporation, d/b/a Peoples Gas System al/k/a Peoples Gas System, a division of Tampa Electric Company, whose address is P.O. Box 111 Tampa, Florida 33601, herein called **GRANTOR**, and **GAS WORX, LLC**, a Florida limited liability company, whose mailing address is c/o Mechanik Nuccio Hearne & Wester, P.A., 305 South Boulevard, Tampa, Florida 33606 (Attn: Alfred A. Colby, Atty.), herein called **GRANTEE**.

WITNESSETH, that GRANTOR, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other valuable consideration, receipt whereof is hereby acknowledged has granted, bargained, and sold unto the GRANTEE, its successors and assigns forever, all that certain parcel of land in the County of Hillsborough County, State of Florida, described at **Exhibit "A"** attached hereto and by reference made a part hereof (the "**Property**"). Grantor conveys the Property, together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

Subject, however, to the following Grantor easement reservations and Grantee agreements:

A. Electric Transmission and Distribution Easement

1. A perpetual, non-exclusive easement (the "**Electric Easement**") is hereby created and reserved by GRANTOR and deemed granted by GRANTEE to and for GRANTOR and GRANTOR's successors and assigns on, over, under and through the land described at **Exhibit "B,"** attached hereto and by reference made a part hereof, for present and future construction, maintenance, operation, repair, replacement and removal of overhead and underground electric transmission and distribution lines, poles and facilities, and telecommunications facilities and any other type of related facility or related improvement as deemed necessary by GRANTOR.

2. A portion of land supporting the Electric Easement lies outside of the Property. This land is described at **Exhibit "C,"** attached hereto and by reference made a part hereof. This land is not a part of the Electric Easement described at Exhibit "B." If GRANTEE ever owns the land described at **Exhibit "C,"** GRANTEE shall grant GRANTOR an easement similar in all respects to the Electric Easement.

3. GRANTEE shall cause its employees, contractors and subcontractors, and the employees and agents of each, to use a high degree of care by complying with the National Electrical Safety Code and OSHA, when operating equipment under or near the electric lines of GRANTOR to avoid damage to or outages on or interruption of service by said electric lines and to insure the safety of the employees and agents of GRANTOR and GRANTEE's contractors and subcontractors.

B. Gas Easements

1. A perpetual, non-exclusive easement is hereby created and reserved by GRANTOR and deemed granted by GRANTEE to and for GRANTOR and GRANTOR's successors and assigns on, over, under and through the land described at **Exhibit "D,"** attached hereto and by reference made a part hereof, for present and future construction, maintenance, operation, repair, replacement and removal of natural gas pipelines and related facilities (the "**Pipeline Easement**"). Except for meters, risers and regulators and their associated appurtenances, all facilities within the Pipeline Easement shall be underground. Associated appurtenances could be valves and other components needed for the installation of meters, risers and regulators

2. GRANTOR shall promptly repair any damage (to the condition and grade prior to such damage) to the Easements (defined below) caused by GRANTOR exercising its rights with respect to the Easements, including without limitation, landscaping, ground cover, planting, roadways, driveways, sidewalks, parking areas and structures. Notwithstanding the foregoing, GRANTEE acknowledges that under the "Underground Facility Damage Prevention and Safety Act" (F.S. §556), that GRANTEE is obligated to notify "Sunshine State One-Call of Florida, Inc." of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate if applicable, their underground facilities prior to said excavation or demolition. In the event GRANTEE fails to notify as set forth above, GRANTEE may be held responsible for costs and expenses incurred due to damage of GRANTOR's facilities.

C. Environmental Access Easement

1. The parties hereby acknowledge that GRANTOR discovered the existence of certain environmental contamination at the Property associated with the release of hazardous substances during the prior operation of a manufactured gas plant at the Property. The nature of the environmental contamination is described in that certain Consent Order dated July 6, 1990 (the "**Consent Order**") between GRANTOR and the Florida Department of Environmental Protection ("FDEP"). A perpetual, non-exclusive easement (the "**Environmental Access Easement**") is hereby created and reserved by GRANTOR and deemed granted by GRANTEE to and for GRANTOR and GRANTOR's successors and assigns on, over, under and through the Property, for present and future access to the Property to the extent necessary to perform GRANTOR's obligations under the Consent Order and for disturbance of the Property to the extent necessary for GRANTOR to fulfill GRANTOR's obligations under the Consent Order or as otherwise directed by the Environmental Protection Agency, FDEP or local environmental authority. Nothing in the Environmental Access Easement shall preclude GRANTEE, its successors and assigns from developing the Property and constructing buildings and other

improvements thereon so long as such activities do not prevent GRANTOR from performing its obligations under the Consent Order.

2. GRANTOR shall promptly repair any damage (to the condition and grade prior to such damage) to the Environmental Access Easement caused by GRANTOR exercising its rights under this Environmental Access Easement including without limitation, landscaping, ground cover, planting, roadways, driveways, sidewalks, parking areas and structures.

D. Additional Rights, Covenants and Agreements

1. GRANTEE covenants and agrees that GRANTEE's use of GRANTEE's property shall be made in such manner as to avoid substantial interference with or limitation of GRANTOR's use and enjoyment of the Electric Easement, Pipeline Easement and Environmental Access Easement (collectively the "Easements"). GRANTEE's use of the Easements shall at all times be in compliance with all Federal, State and local laws, regulations, ordinances and statutes.

2. The Electric Easement and Pipeline Easement shall include the privilege of non-exclusive access over the Property for a reasonable right of ingress to and egress from the Electric Easement and Pipeline Easement, as applicable, for the purposes of performing functions related to each easement. The rights of access over the Property for ingress to and egress from the Easements and the rights granted in the Easements are hereby granted to GRANTOR's authorized agents, contractors and employees, as well as others authorized by GRANTOR.

3. The GRANTOR agrees upon the request of the GRANTEE to relocate its facilities over, under and upon the Electric Easement and Pipeline Easement at the GRANTEE's expense with the vacated portion of the subject easement being released and conveyed to GRANTEE and the site of the relocated facilities being conveyed and included in the subject easement reservation as though it had been included ab initio. GRANTEE acknowledges that GRANTOR's facilities require placement unique to the electric and gas industries. As such, any relocation will be to a location that is reasonably satisfactory to GRANTOR.

4. The Easements shall be binding upon the parties hereto and their respective successors and assigns.

Subject, further, to the restrictions, reservations, easements, encumbrances and matters set forth on **Exhibit "E,"** attached hereto and by reference made a part hereof (the "**Permitted Exceptions**").

And the GRANTOR does hereby convent with GRANTEE that, except for the Permitted Exceptions, at the time of the delivery of this Deed the Property was free from encumbrances made by GRANTOR, and that GRANTOR will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under GRANTOR, but against no other.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have signed and sealed this instrument on the 28th day of June, 2016.

SIGNED, SEALED AND DELIVERED IN GRANTOR:
THE PRESENCE OF:

WITNESS TO EXECUTION BY GRANTOR: **TAMPA ELECTRIC COMPANY**, a Florida corporation, d/b/a Peoples Gas System a/k/a Peoples Gas System, a division of Tampa Electric Company

Tracie D. Weich
Signature

Tracie D. Weich
Print or Type Name

Megan Proulx Dempsey
Signature

Megan Proulx Dempsey By: Gordon L. Gillette
Print or Type Name Print Name: President
Its:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28th day of June, 2016, by Gordon L. Gillette, as President of TAMPA ELECTRIC COMPANY, a Florida corporation, d/b/a Peoples Gas System a/k/a Peoples Gas System, a division of Tampa Electric Company, on behalf of said corporation. He ☒ is personally known to me or ☐ has produced a valid driver's license as identification.



Megan Proulx Dempsey
NOTARY PUBLIC - STATE OF FLORIDA
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

SIGNED, SEALED AND DELIVERED IN GRANTEE:
THE PRESENCE OF:

WITNESS TO EXECUTION BY GRANTEE: **GAS WORX, LLC**, a Florida limited liability company

Nancy Notenstein
Signature

NANCY Notenstein
Print or Type Name

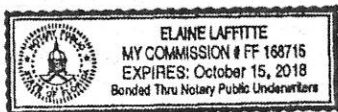
David Gendebur
Signature

David Gendebur
Print or Type Name

By: *[Signature]*
Print Name: Darryl S. Shaw
Its: Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20 day of June, 2016, by Darryl S. Shaw, as Manager of GAS WORX, LLC, a Florida limited liability company, on behalf of said company. He ☒ is personally known to me or ☐ has produced a valid driver's license as identification.



[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Printed Name: Elaine Laffitte
Commission No.: FF 168715
My Commission Expires: 10/15/18

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY BEING CONVEYED

PARCEL 1:

Lots 1, 2, 3, 4, and 5, Block 2, Estuary Subdivision No. 1, according to the map or plat thereof, recorded in Plat Book 11, page 15, of the public records of Hillsborough County, Florida, Less that portion acquired by the Tampa-Hillsborough County Expressway Authority, by Order of Taking, recorded in Official Records Book 3613, Page 894, public records of Hillsborough County, Florida.

and

PARCEL 2:

A parcel of land lying in Government Lots 8, 10, 11 and 16 of Section 18, Township 29 South, Range 19 East, Hillsborough County, Florida, also being a part of PLAN of EAST TAMPA or LESLEY'S SUBDIVISION as per the map or plat thereof recorded in Plat Book 1, Page 8 of the Public Records of Hillsborough County, Florida, and also being a part of FINLEY and JONES SUBDIVISION as per the map or plat thereof recorded in Plat Book 1, Page 93 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Lot 2, Block 2 of said FINLEY and JONES SUBDIVISION; thence on the Southwesterly boundary of said Lot 2, North 51°36'43" West, a distance of 155.13 feet to the Southwest corner of said Lot 2, said point being on the Southeasterly boundary of a C.S.X. Transportation, Inc. railroad right-of-way; thence the following three (3) courses on said railroad right-of-way line: (1) on the northwesterly boundary of said Block 2 of FINLEY and JONES SUBDIVISION and the northeasterly extension thereof, North 39°44'39" East, a distance of 101.41 feet to a point on the Northeasterly boundary of said Government Lot 16; (2) on said Northeasterly boundary of Government Lot 16, South 51°34'52" East, a distance of 20.00 feet; (3) North 40°04'51" East, a distance of 532.17 feet to a point on the Northerly boundary of Block 21 of said PLAN of EAST TAMPA or LESLEY'S SUBDIVISION; thence on said boundary, South 89°41'43" East, a distance of 301.65 feet to a point on the Westerly boundary of the East 50.00 feet of said Block 21, said point being on the Westerly right-of-way line of Channelside Drive (formerly known as Elizabeth Street, and formerly known as 13th Street); thence on said Westerly right-of-way line, parallel with and 50.00 feet Westerly of the Easterly boundaries of Blocks 21 and 22 of said PLAN of EAST TAMPA or LESLEY'S SUBDIVISION, South 00°10'33" West, a distance of 460.22 feet to a point on the Southerly boundary of said Block 22, said point being the Northeast corner of those certain parcels of land conveyed by CSX Transportation, Inc. to Peoples Gas System, Inc. by deed recorded in Official Records Book 7526, Page 1507 of the Public Records of Hillsborough County, Florida; Thence the following seven (7) courses on the Easterly, Southerly, Southwesterly, and Northwesterly boundaries of said certain parcels: (1) South 00°14'03" West, a distance of 55.78 feet; (2) North 89°43'23" West, a distance of 199.95 feet; (3) South 00°09'30" West, a distance of 3.05 feet to a point on a non-tangent curve; (4) Westerly 243.23 feet along the arc of a curve to the left, said curve being concave Southerly, having a radius of 901.25 feet, a central angle of 15°27'46", and a chord bearing and distance of South 78°46'02" West, 242.49 feet to a point on a non-tangent curve; (5) Southwesterly 171.29 feet along the arc of a curve to the left, said curve being concave Southeasterly, having a radius of 1324.34 feet, a central angle of 07°24'38", and a chord bearing and distance of South 67°20'30" West, 171.17 feet to the end of said curve; (6) North 26°12'28" West, a distance , of 59.93 feet; (7) North 64°06'23" East, a distance of 22.96 feet to the POINT OF BEGINNING.

EXHIBIT B
ELECTRIC EASEMENT

SEE ATTACHED

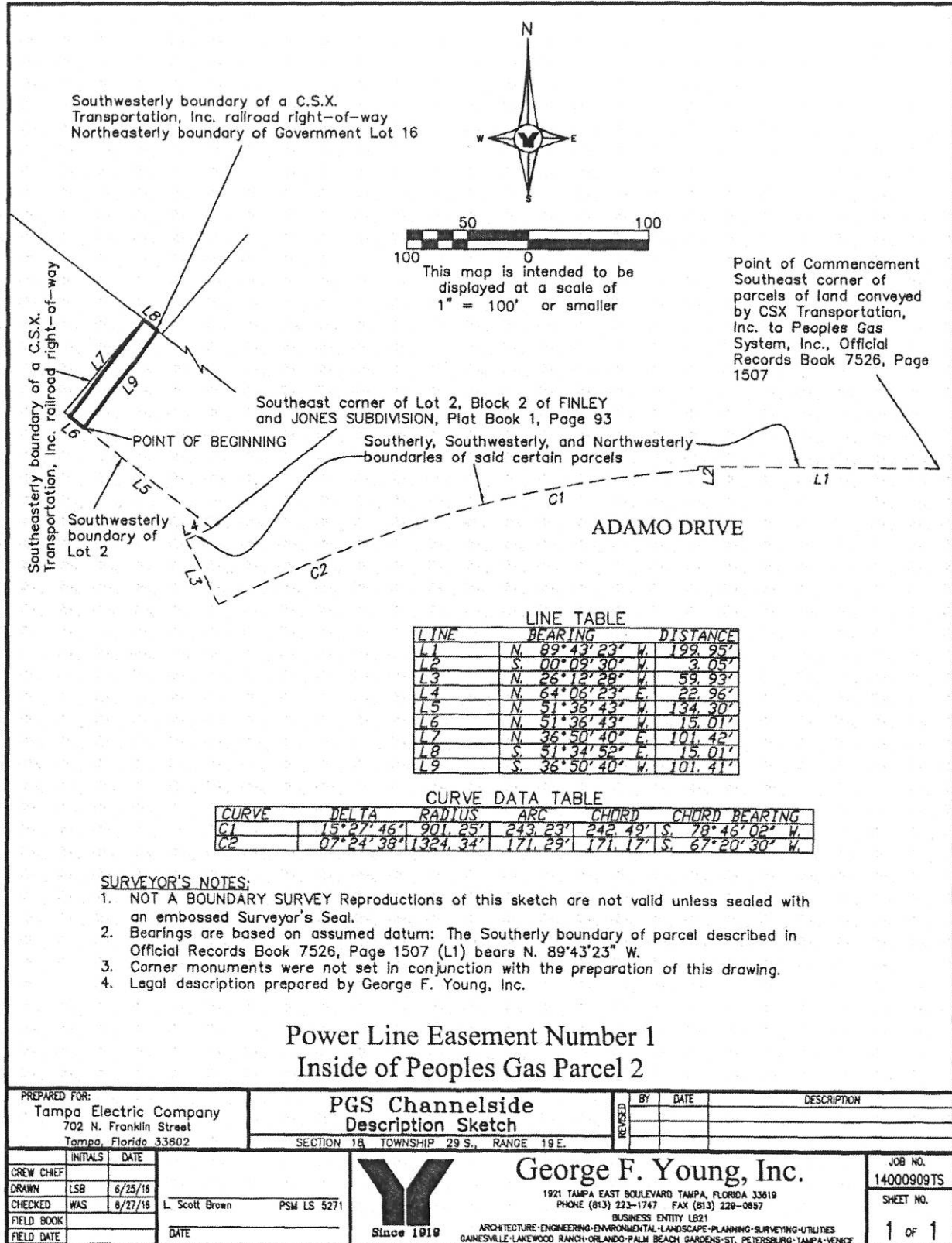
B-1

DESCRIPTION (Power Line Easement Number 1, Inside of Peoples Gas Parcel 2)

A parcel of land lying in Government Lot 16 of Section 18, Township 29 South, Range 19 East, Hillsborough County, Florida, also being a part of FINLEY and JONES SUBDIVISION as per the map or plat thereof recorded in Plat Book 1, Page 93 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeast corner of those certain parcels of land conveyed by CSX Transportation, Inc. to Peoples Gas System, Inc. by deed recorded in Official Records Book 7526, Page 1507 of the Public Records of Hillsborough County, Florida Thence the following six (6) courses on the Southerly, Southwesterly, and Northwesterly boundaries of said certain parcels: (1) North $89^{\circ}43'23''$ West, a distance of 199.95 feet; (2) South $00^{\circ}09'30''$ West, a distance of 3.05 feet to a point on a non-tangent curve; (3) Westerly 243.23 feet along the arc of a curve to the left, said curve being concave Southerly, having a radius of 901.25 feet, a central angle of $15^{\circ}27'46''$, and a chord bearing and distance of South $78^{\circ}46'02''$ West, 242.49 feet to a point on a non-tangent curve; (4) Southwesterly 171.29 feet along the arc of a curve to the left, said curve being concave Southeasterly, having a radius of 1324.34 feet, a central angle of $07^{\circ}24'38''$, and a chord bearing and distance of South $67^{\circ}20'30''$ West, 171.17 feet to the end of said curve; (5) North $26^{\circ}12'28''$ West, a distance of 59.93 feet; (6) North $64^{\circ}06'23''$ East, a distance of 22.96 feet to the Southeast corner of Lot 2, Block 2 of said FINLEY and JONES SUBDIVISION; thence on the Southwesterly boundary of said Lot 2, North $51^{\circ}36'43''$ West, a distance of 134.30 feet to the POINT OF BEGINNING; thence continue on said Southwesterly boundary, North $51^{\circ}36'43''$ West, a distance of 15.01 feet; thence departing said Southwesterly boundary, North $36^{\circ}50'40''$ East, a distance of 101.42 feet to a point on the Southwesterly boundary of a CSX Transportation railroad right-of-way and the Northeasterly boundary of said Government Lot 16; thence on said Southwesterly boundary, South $51^{\circ}34'52''$ East, a distance of 15.01 feet; thence departing said Southeasterly boundary, South $36^{\circ}50'40''$ West, a distance of 101.41 feet to the POINT OF BEGINNING.

The above described parcel contains 0.035 acres more or less, or 1521 square feet more or less.

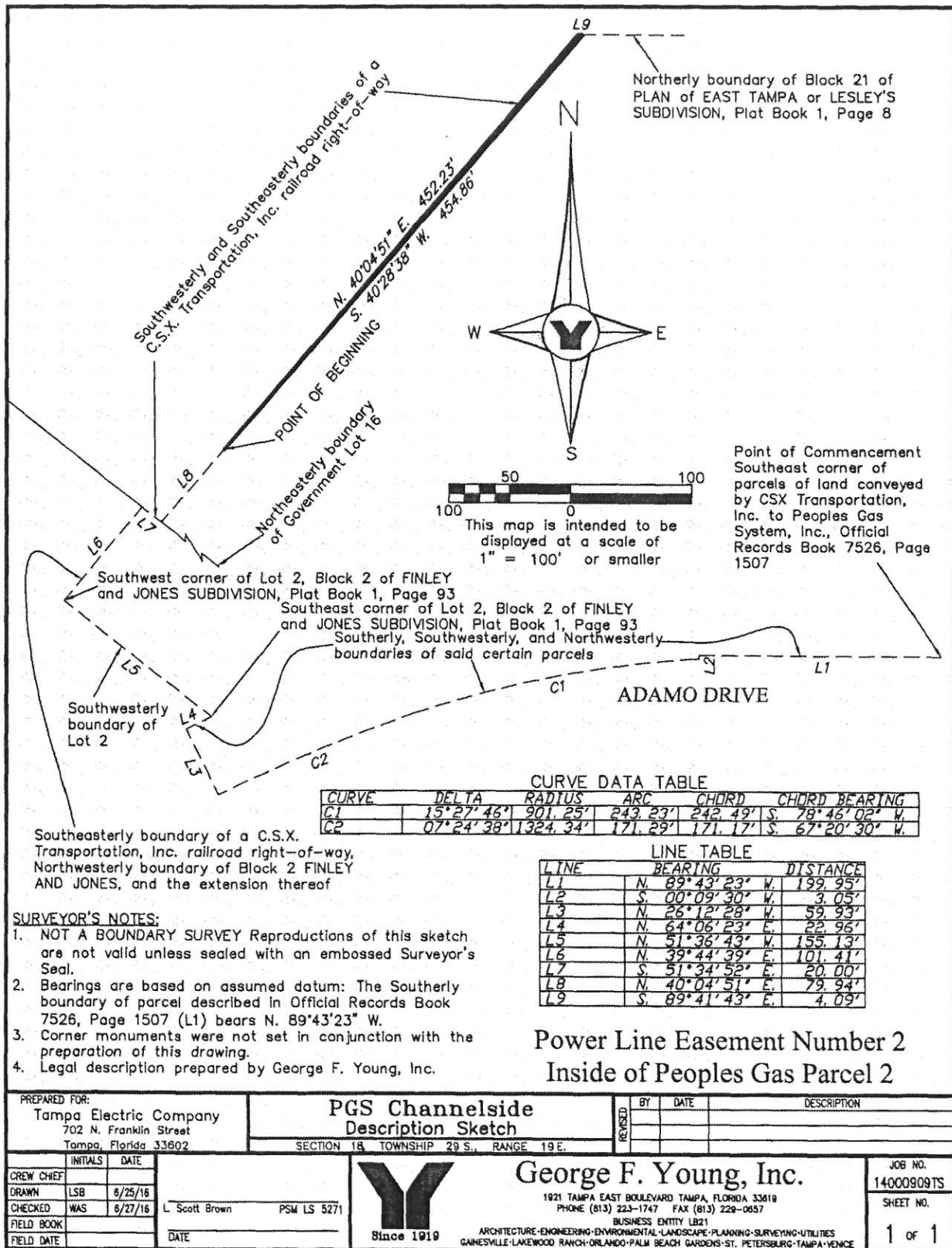


DESCRIPTION (Power Line Easement Number 2, Inside of Peoples Gas Parcel 2)

A parcel of land lying in Government Lots 10 and 11 of Section 18, Township 29 South, Range 19 East, Hillsborough County, Florida, also being a part of PLAN of EAST TAMPA or LESLEY'S SUBDIVISION as per the map or plat thereof recorded in Plat Book 1, Page 8 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeast corner of those certain parcels of land conveyed by CSX Transportation, Inc. to Peoples Gas System, Inc. by deed recorded in Official Records Book 7526, Page 1507 of the Public Records of Hillsborough County, Florida Thence the following six (6) courses on the Southerly, Southwesterly, and Northwesterly boundaries of said certain parcels: (1) North 89°43'23" West, a distance of 199.95 feet; (2) South 00°09'30" West, a distance of 3.05 feet to a point on a non-tangent curve; (3) Westerly 243.23 feet along the arc of a curve to the left, said curve being concave Southerly, having a radius of 901.25 feet, a central angle of 15°27'46", and a chord bearing and distance of South 78°46'02" West, 242.49 feet to a point on a non-tangent curve; (4) Southwesterly 171.29 feet along the arc of a curve to the left, said curve being concave Southeasterly, having a radius of 1324.34 feet, a central angle of 07°24'38", and a chord bearing and distance of South 67°20'30" West, 171.17 feet to the end of said curve; (5) North 26°12'28" West, a distance of 59.93 feet; (6) North 64°06'23" East, a distance of 22.96 feet to the Southeast corner of Lot 2, Block 2 of said FINLEY and JONES SUBDIVISION as per the map or plat thereof recorded in Plat Book 1, Page 93 of the Public Records of Hillsborough County, Florida; thence on the Southwesterly boundary of said Lot 2, North 51°36'43" West, a distance of 155.13 feet to the Southwest corner of said Lot 2, said point being on the Southwesterly boundary of a C.S.X. Transportation, Inc. railroad right-of-way; thence the following four (4) courses on said railroad right-of-way line: (1) on the northwesterly boundary of said Block 2 of FINLEY and JONES SUBDIVISION and the northeasterly extension thereof, North 39°44'39" East, a distance of 101.41 feet to a point on the Northeasterly boundary of Government Lot 16 of said Section 18; (2) on said Northeasterly boundary of said Government Lot 16, South 51°34'52" East, a distance of 20.00 feet; (3) North 40°04'51" East, a distance of 79.94 feet to the POINT OF BEGINNING; thence (4) North 40°04'51" East, a distance of 452.23 feet to a point on the Northerly boundary of Block 21 of said PLAN of EAST TAMPA or LESLEY'S SUBDIVISION; thence on said Northerly boundary, South 89°41'43" East, a distance of 4.09 feet; thence departing said Northerly boundary, South 40°28'38" West, a distance of 454.86 feet to the POINT OF BEGINNING.

The above described parcel contains 0.016 acres more or less, or 712 square feet more or less.

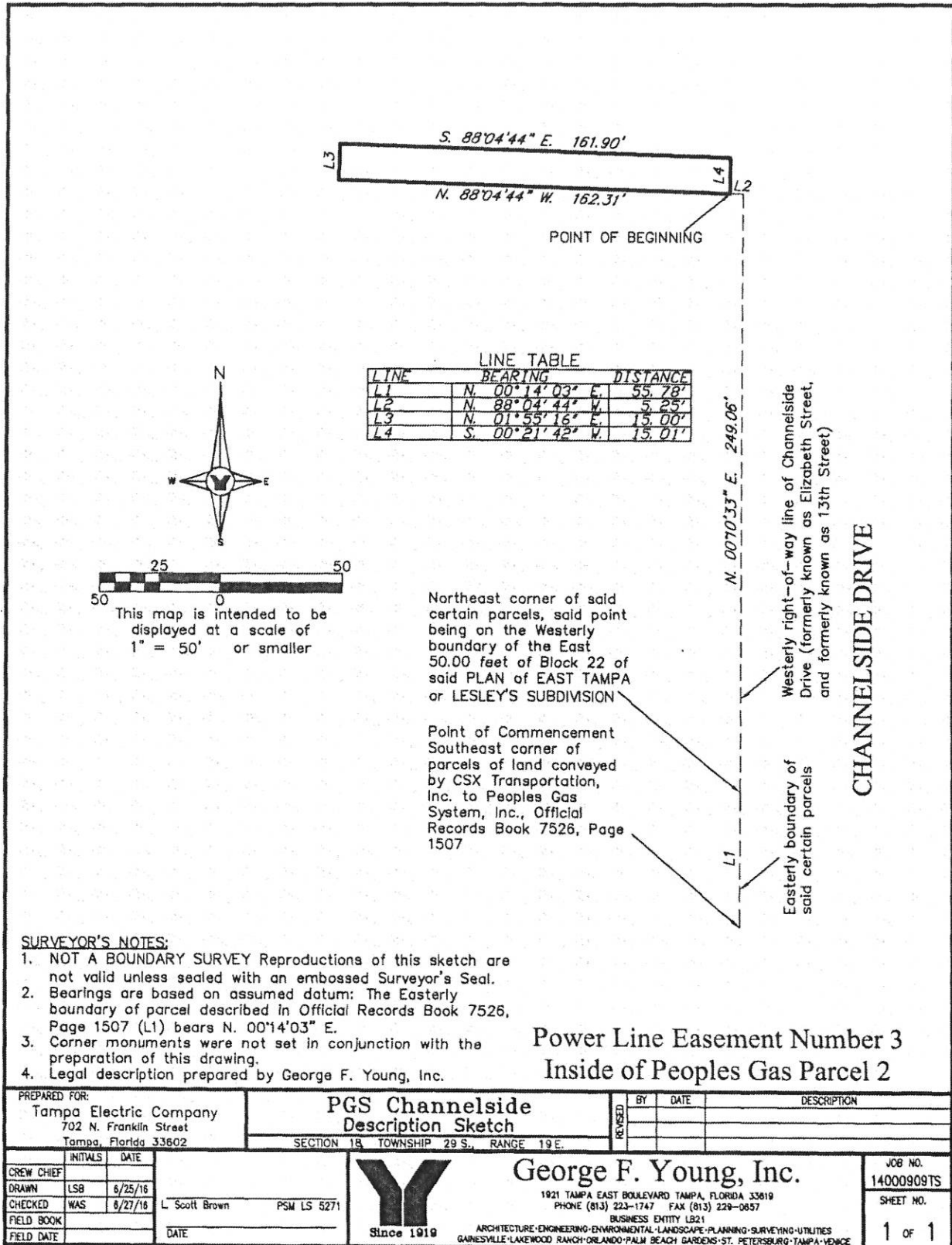


DESCRIPTION (Power Line Easement Number 3, Inside of Peoples Gas Parcel 2)

A parcel of land lying in Government Lot 11 of Section 18, Township 29 South, Range 19 East, Hillsborough County, Florida, also being a part of PLAN of EAST TAMPA or LESLEY'S SUBDIVISION as per the map or plat thereof recorded in Plat Book 1, Page 8 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeast corner of those certain parcels of land conveyed by CSX Transportation, Inc. to Peoples Gas System, Inc. by deed recorded in Official Records Book 7526, Page 1507 of the Public Records of Hillsborough County, Florida; thence on the Easterly boundary of said certain parcels, North 00°14'03" East, a distance of 55.78 feet to the Northeast corner of said certain parcels, said point being on the Westerly boundary of the East 50.00 feet of Block 22 of said PLAN of EAST TAMPA or LESLEY'S SUBDIVISION, said point being on the Westerly right-of-way line of Channelside Drive (formerly known as Elizabeth Street, and formerly known as 13th Street); thence on said Westerly right-of-way line, parallel with and 50.00 feet Westerly of the Easterly boundaries of Blocks 21 and 22 of said PLAN of EAST TAMPA or LESLEY'S SUBDIVISION, North 00°10'33" East, a distance of 249.06 feet; thence departing said Westerly right-of-way line, North 88°04'44" West, a distance of 5.25 feet to the POINT OF BEGINNING; thence continue North 88°04'44" West, a distance of 162.31 feet; thence North 01°55'16" East, a distance of 15.00 feet; thence South 88°04'44" East, a distance of 161.90 feet; thence South 00°21'42" West, a distance of 15.01 feet to the POINT OF BEGINNING.

The above described parcel contains 0.056 acres more or less, or 2,432 square feet more or less.

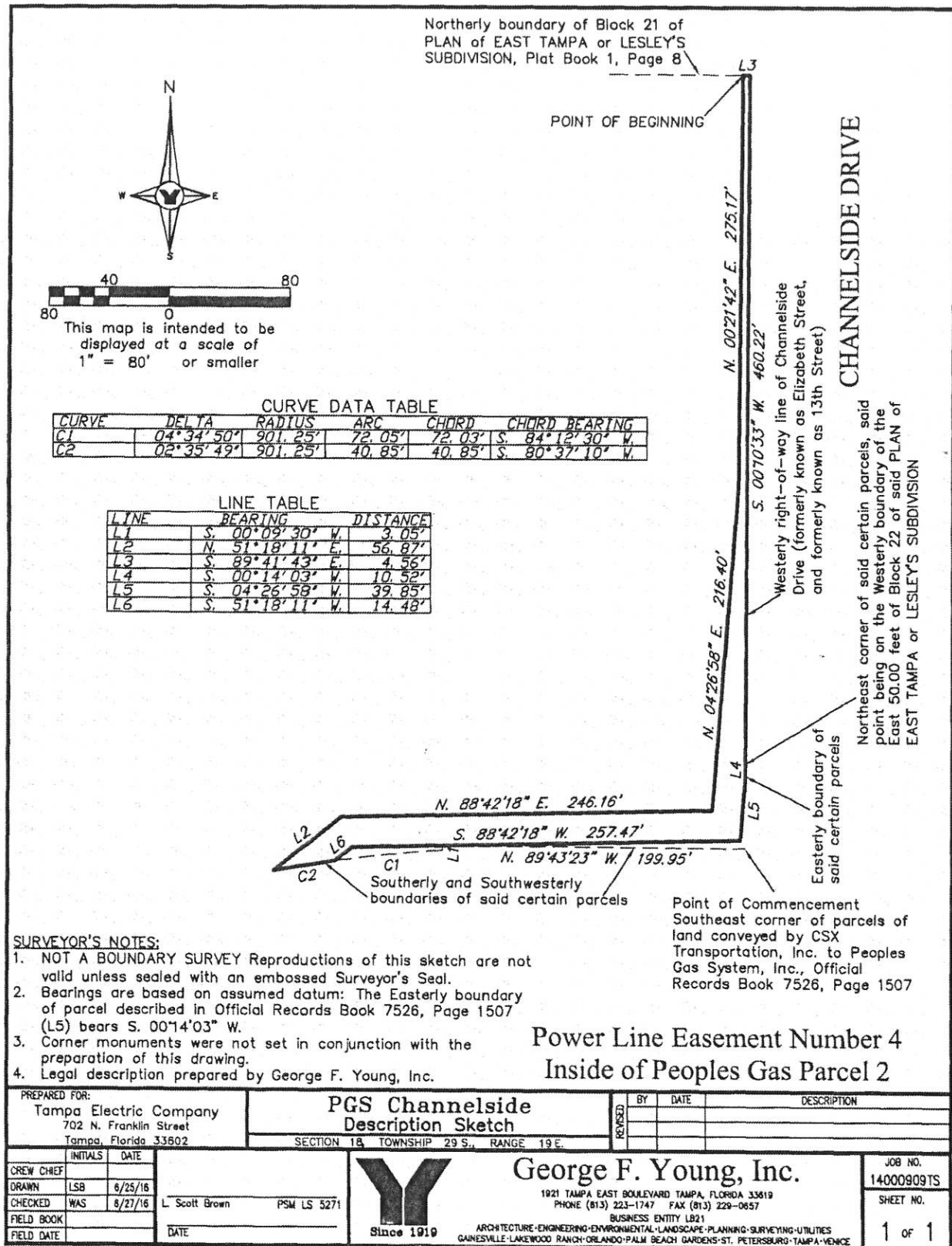


DESCRIPTION (Power Line Easement Number 4, Inside of Peoples Gas Parcel 2)

A parcel of land lying in Government Lots 8, and 11 of Section 18, Township 29 South, Range 19 East, Hillsborough County, Florida, also being a part of PLAN of EAST TAMPA or LESLEY'S SUBDIVISION as per the map or plat thereof recorded in Plat Book 1, Page 8 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeast corner of those certain parcels of land conveyed by CSX Transportation, Inc. to Peoples Gas System, Inc. by deed recorded in Official Records Book 7526, Page 1507 of the Public Records of Hillsborough County, Florida Thence the following four (4) courses on the Southerly, Southwesterly, and Northwesterly boundaries of said certain parcels: (1) North 89°43'23" West, a distance of 199.95 feet; (2) South 00°09'30" West, a distance of 3.05 feet to a point on a non-tangent curve; (3) Westerly 72.05 feet along the arc of a curve to the left, said curve being concave Southerly, having a radius of 901.25 feet, a central angle of 04°34'50", and a chord bearing and distance of South 84°12'30" West, 72.03 feet to the POINT OF BEGINNING; (4) continue Westerly 40.85 feet along the arc of a curve to the left, said curve being concave Southerly, having a radius of 901.25 feet, a central angle of 02°35'49", and a chord bearing and distance of South 80°37'10" West, 40.85 feet to the end of said curve; thence departing the boundaries of said certain parcels, North 51°18'11" East, a distance of 56.87 feet; thence North 88°42'18" East, a distance of 246.16 feet; thence North 04°26'58" East, a distance of 216.40 feet; thence North 00°21'42" East, a distance of 275.17 feet to a point on the Northerly boundary of Block 21 of said PLAN of EAST TAMPA or LESLEY'S SUBDIVISION; thence on said Northerly boundary, South 89°41'43" East, a distance of 4.56 feet to a point on the Westerly boundary of the East 50.00 feet of said Block 21, said point being on the Westerly right-of-way line of Channelside Drive (formerly known as Elizabeth Street, and formerly known as 13th Street); thence on said Westerly right-of-way line, parallel with and 50.00 feet Westerly of the Easterly boundaries of Blocks 21 and 22 of said PLAN of EAST TAMPA or LESLEY'S SUBDIVISION, South 00°10'33" West, a distance of 460.22 feet to a point on the Southerly boundary of said Block 22, said point being the Northeast corner of said certain parcels of land conveyed by CSX Transportation, Inc. to Peoples Gas System; thence on the Westerly boundary of said certain parcels, South 00°14'03" West, a distance of 10.52 feet; thence departing said Westerly boundary, South 04°26'58" West, a distance of 39.85 feet; thence South 88°42'18" West, a distance of 257.47 feet; thence South 51°18'11" West, a distance of 14.48 feet to the POINT OF BEGINNING.

The above described parcel contains 0.235 acres more or less, or 10,217 square feet more or less.



DESCRIPTION (Power Line Easement Number 8, Inside of Peoples Gas Parcel 1)

A parcel of land lying in Government Lot 8 of Section 18, Township 29 South, Range 19 East, Hillsborough County, Florida, and being a part of Lots 1 and 2 of Block 2 of Estuary Subdivision No. 1 as per the map or plat thereof recorded in Plat Book 11, Page 15 of the Public Records of Hillsborough County, Florida;

Commence at the Northeast corner of those certain parcels of land conveyed by CSX Transportation, Inc. to Peoples Gas System, Inc. by deed recorded in Official Records Book 7526, Page 1507 of the Public Records of Hillsborough County, Florida; thence on the Westerly boundary of said certain parcels, South 00°14'03" West, a distance of 55.78 feet; thence South 01°03'30" West, a distance of 23.00 feet; thence South 89°27'04" West, a distance of 152.49 feet; thence South 81°02'18" West, a distance of 56.25 feet; thence South 74°07'14" West, a distance of 56.81 feet; thence South 47°19'24" West, a distance of 7.67 feet; thence South 32°52'24" West, a distance of 43.30 feet; thence South 20°22'46" West, a distance of 20.73 feet; thence South 05°17'07" West, a distance of 21.44 feet to the POINT OF BEGINNING, said point being on the Northerly boundary of said Lot 1; thence continue South 05°17'07" West, a distance of 18.54 feet; thence South 01°54'22" West, a distance of 45.57 feet; thence North 88°05'38" West, a distance of 5.00 feet to a point on the Westerly boundaries of said Lots 1 and 2; thence on said Westerly boundaries, North 01°50'10" East, a distance of 62.87 feet to the Northwest corner of said Lot 1, said point being on a non-tangent curve; thence on the Northerly boundary of said Lot 1, Easterly 6.28 feet along the arc of a curve to the right, said curve being concave Southerly, having a radius of 1432.39 feet, a central angle of 00°15'05", and a chord bearing and distance of North 80°49'29" East, 6.28 feet to the POINT OF BEGINNING.

The above described parcel contains 0.008 acres more or less, or 329 square feet more or less.

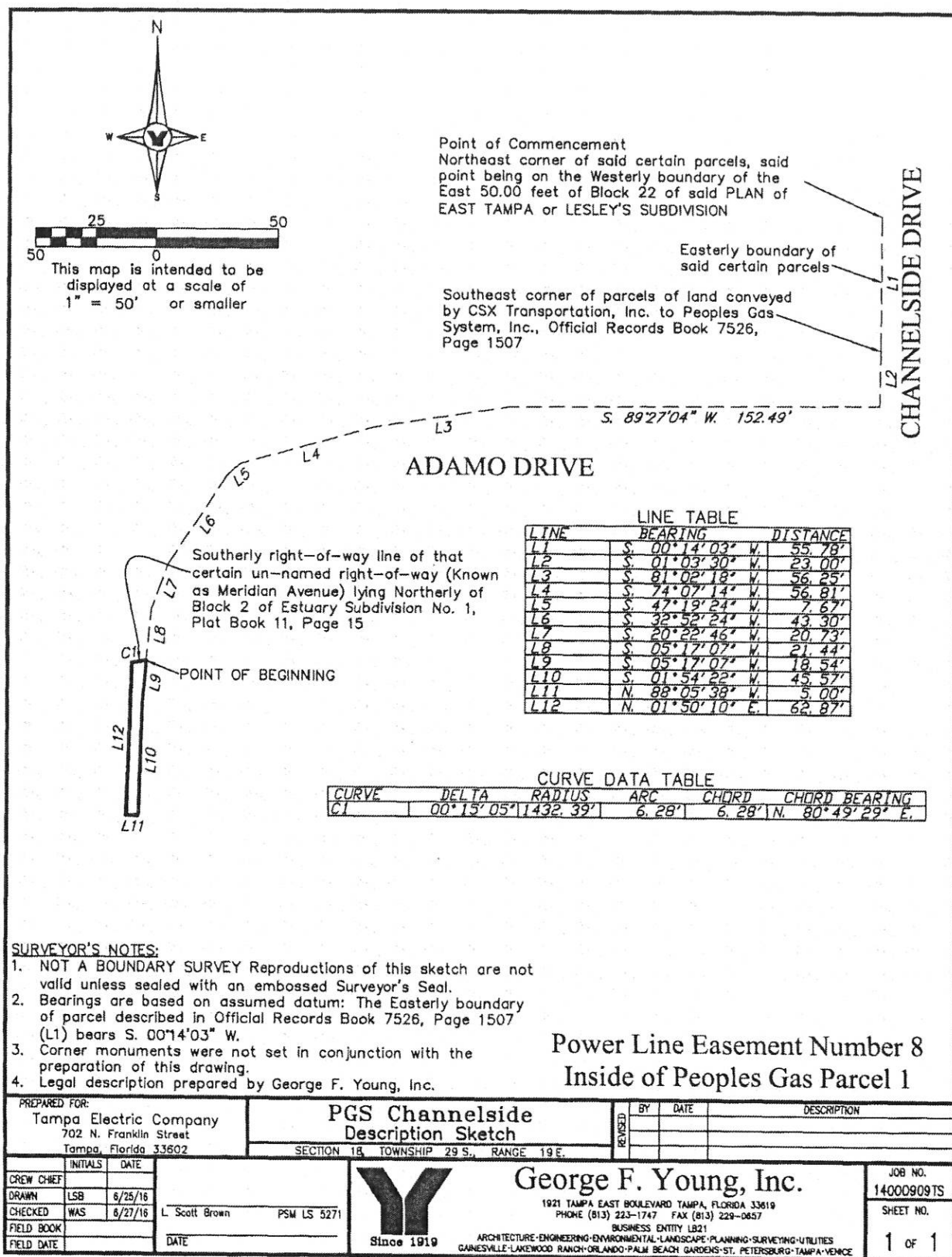


EXHIBIT C
POTENTIAL ADDITIONAL ELECTRIC EASEMENT

SEE ATTACHED

C-1

DESCRIPTION (Power Line Easement Number 5, Inside of Channelside Drive Right-of-way)

A parcel of land lying in Government Lot 11 of Section 18, Township 29 South, Range 19 East, Hillsborough County, Florida, also being a part of PLAN of EAST TAMPA or LESLEY'S SUBDIVISION as per the map or plat thereof recorded in Plat Book 1, Page 8 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Begin at the Southeast corner of those certain parcels of land conveyed by CSX Transportation, Inc. to Peoples Gas System, Inc. by deed recorded in Official Records Book 7526, Page 1507 of the Public Records of Hillsborough County, Florida; thence on the Easterly boundary of said certain parcels, North $00^{\circ}14'03''$ East, a distance of 55.78 feet to the Northeast corner of said certain parcels, said point being on the Westerly boundary of the East 50.00 feet of Block 22 of said PLAN of EAST TAMPA or LESLEY'S SUBDIVISION, said point being on the Westerly right-of-way line of Channelside Drive (formerly known as Elizabeth Street, and formerly known as 13th Street); thence on said Westerly right-of-way line, parallel with and 50.00 feet Westerly of the Easterly boundaries of Blocks 21 and 22 of said PLAN of EAST TAMPA or LESLEY'S SUBDIVISION, North $00^{\circ}10'33''$ East, a distance of 460.22 feet to a point on the Northerly boundary of Block 21 of said PLAN of EAST TAMPA or LESLEY'S SUBDIVISION; thence on said Northerly boundary, South $89^{\circ}41'43''$ East, a distance of 20.44 feet; thence departing the said Northerly boundary, South $00^{\circ}21'42''$ West, a distance of 276.09 feet; thence South $04^{\circ}26'58''$ West, a distance of 223.16 feet; thence South $84^{\circ}42'57''$ East, a distance of 11.95 feet; thence South $05^{\circ}17'03''$ West, a distance of 39.26 feet; thence South $89^{\circ}27'04''$ West, a distance of 11.74 feet; thence North $01^{\circ}03'30''$ East, a distance of 23.00 feet to the POINT OF BEGINNING.

The above described parcel contains 0.196 acres more or less, or 8,548 square feet more or less.

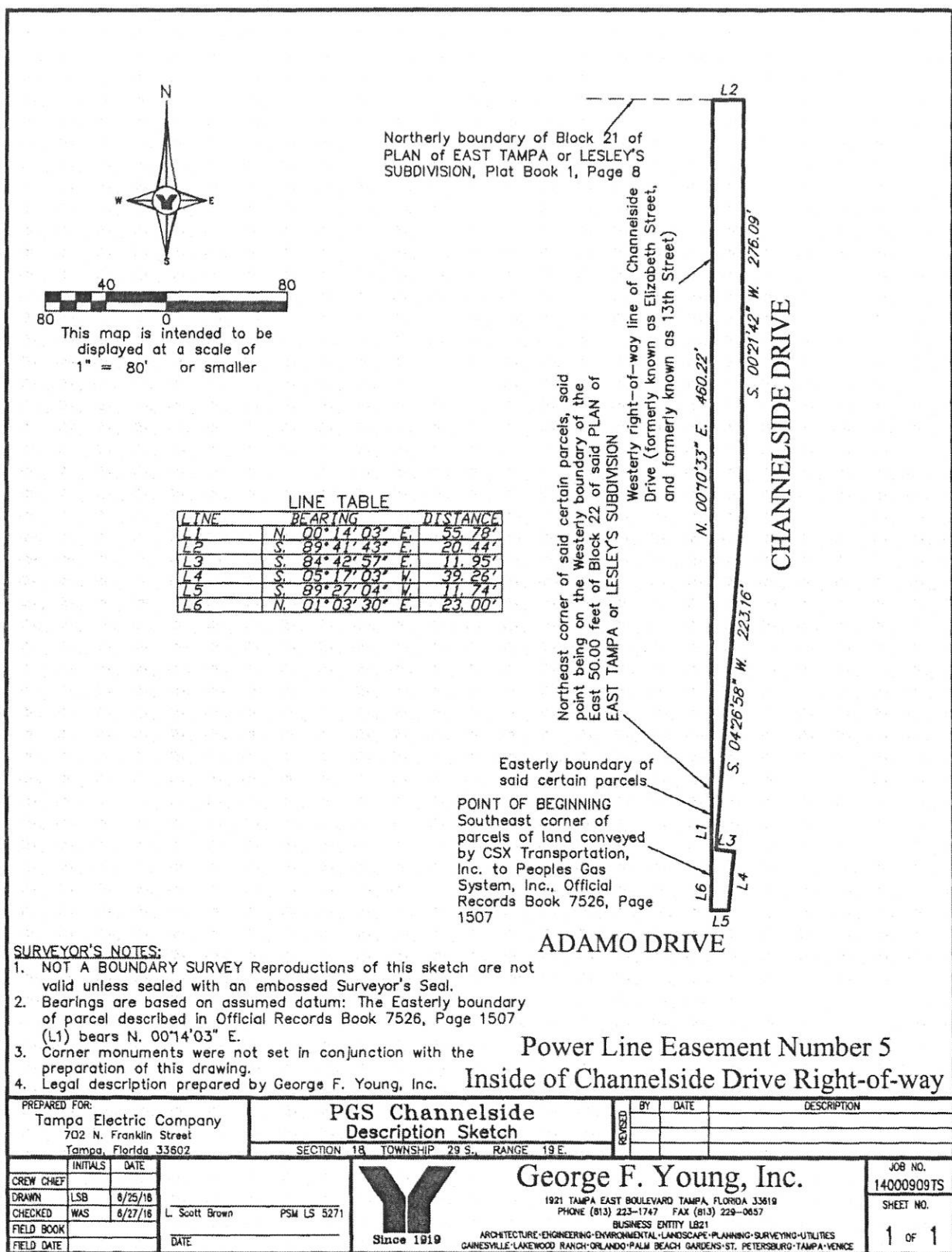


EXHIBIT D

PIPELINE EASEMENT

SEE ATTACHED

D-1

DESCRIPTION (Gas Line Easement)

A parcel of land lying in Government Lot 11 of Section 18, Township 29 South, Range 19 East, Hillsborough County, Florida, also being a part of PLAN of EAST TAMPA or LESLEY'S SUBDIVISION as per the map or plat thereof recorded in Plat Book 1, Page 8 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the Northeast corner of those certain parcels of land conveyed by CSX Transportation, Inc. to Peoples Gas System, Inc. by deed recorded in Official Records Book 7526, Page 1507 of the Public Records of Hillsborough County, Florida, said point being on the Westerly boundary of the East 50.00 feet of Block 22 of said PLAN of EAST TAMPA or LESLEY'S SUBDIVISION, said point being on the Westerly right-of-way line of Channelside Drive (formerly known as Elizabeth Street, and formerly known as 13th Street); thence on said Westerly right-of-way line, parallel with and 50.00 feet Westerly of the Easterly boundaries of Blocks 21 and 22 of said PLAN of EAST TAMPA or LESLEY'S SUBDIVISION, North 00°10'33" East, a distance of 460.22 feet to a point on the Northerly boundary of Block 21 of said PLAN of EAST TAMPA or LESLEY'S SUBDIVISION; thence on said Northerly boundary, North 89°41'43" West, a distance of 276.60 feet to the POINT OF BEGINNING; thence departing said Northerly boundary, South 00°00'00" East, a distance of 11.85 feet; thence South 52°09'49" West, a distance of 14.04 feet; thence North 90°00'00" West, a distance of 15.16 feet; thence South 33°20'15" West, a distance of 2.46 feet; thence South 37°28'35" West, a distance of 20.71 feet; thence South 23°52'24" West, a distance of 14.56 feet; thence South 23°18'23" West, a distance of 25.59 feet; thence South 14°37'41" West, a distance of 15.96 feet; thence South 18°46'44" West, a distance of 9.06 feet; thence South 13°03'02" West, a distance of 10.50 feet; thence South 10°14'06" West, a distance of 67.02 feet; thence South 09°39'07" West, a distance of 2.91 feet; thence South 27°23'10" East, a distance of 17.17 feet; thence South 01°00'23" East, a distance of 22.85 feet; thence South 01°03'51" East, a distance of 51.03 feet; thence South 01°09'13" East, a distance of 83.37 feet; thence South 40°51'39" East, a distance of 19.57 feet; thence South 39°14'40" East, a distance of 18.51 feet; thence South 83°50'12" East, a distance of 2.98 feet; thence South 87°54'14" East, a distance of 20.34 feet; thence South 89°48'29" East, a distance of 35.98 feet; thence North 85°45'24" East, a distance of 28.89 feet; thence South 89°42'14" East, a distance of 22.34 feet; thence South 01°35'07" West, a distance of 15.24 feet; thence South 72°53'55" West, a distance of 19.63 feet; thence South 88°09'29" West, a distance of 31.70 feet; thence North 89°48'29" West, a distance of 36.66 feet; thence North 87°54'14" West, a distance of 21.38 feet; thence North 83°50'12" West, a distance of 11.89 feet; thence North 39°14'40" West, a distance of 26.43 feet; thence North 40°51'39" West, a distance of 26.51 feet; thence North 01°09'13" West, a distance of 90.60 feet; thence North 01°03'51" West, a distance of 23.04 feet; thence South 07°37'11" West, a distance of 44.17 feet; thence South 09°26'59" West, a distance of 58.32 feet; thence South 08°00'40" West, a distance of 29.30 feet; thence South 07°31'20" West, a distance of 23.93 feet; thence South 02°40'29"

West, a distance of 32.92 feet; thence South 00°16'50" West, a distance of 34.15 feet; thence South 55°48'25" West, a distance of 34.52 feet; thence North 34°11'35" West, a distance of 20.00 feet; thence North 55°48'25" East, a distance of 24.00 feet; thence North 00°16'50" East, a distance of 24.04 feet; thence North 02°40'29" East, a distance of 34.19 feet; thence North 07°31'20" East, a distance of 24.86 feet; thence North 08°00'40" East, a distance of 29.64 feet; thence North 09°26'59" East, a distance of 58.25 feet; thence North 07°37'11" East, a distance of 47.82 feet; thence North 09°39'07" East, a distance of 57.44 feet; thence North 27°23'10" West, a distance of 6.19 feet; thence North 36°53'23" West, a distance of 26.10 feet; thence North 05°29'58" West, a distance of 19.85 feet; thence North 40°35'32" East, a distance of 32.13 feet; thence North 50°20'53" West, a distance of 15.90 feet to a point on the Southeasterly right-of-way line of a CSX Transportation railroad right-of-way; thence on said Southeasterly right-of-way line, North 40°04'51" East, a distance of 132.74 feet to a point on the Northerly boundary of Block 21 of said PLAN of EAST TAMPA or LESLEY'S SUBDIVISION; thence on said Northerly boundary, South 89°41'43" East, a distance of 25.05 feet to the POINT OF BEGINNING.

The above described parcel contains 0.425 acres more or less, or 18,531 square feet more or less.

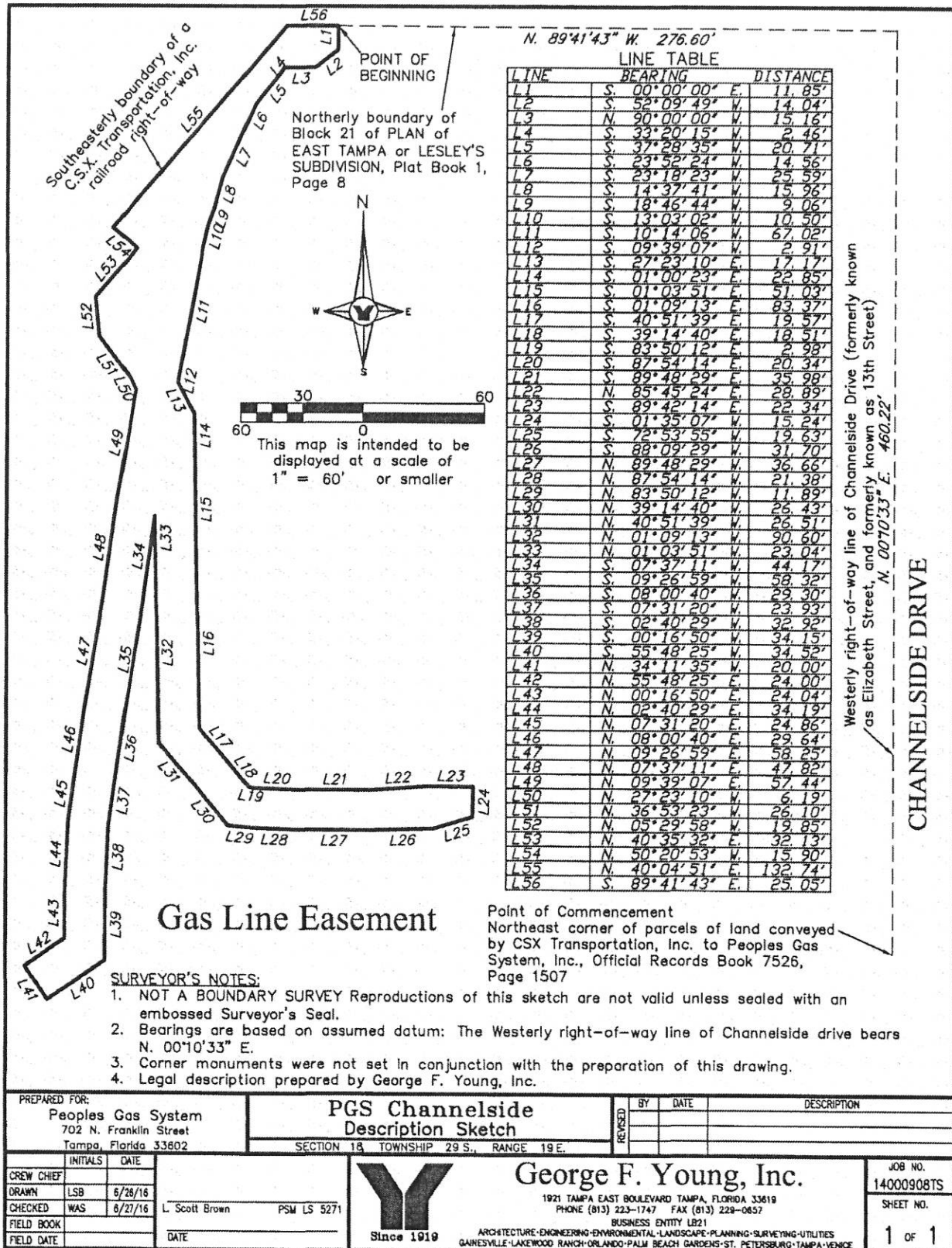


EXHIBIT E

PERMITTED EXCEPTIONS

All recording references below shall refer to the Public Records of Hillsborough County, Florida.

1. Rights of ingress, egress, light, air and view, as set forth in Order of Taking, recorded in Official Records Book 3613, Page 894. (as to Parcel 1)
2. Aerial and Spot Surface Easement in favor of the Tampa-Hillsborough County Expressway Authority, recorded in Official Records Book 12681, Page 200. (as to Parcel 1)
3. City of Tampa Resolution No. 2005-1089, recorded in Official Records Book 15456, Page 1801. (as to Parcels 1 and 2)
4. Amended and Restated Interlocal Agreement among Hillsborough County, The City of Tampa and the Community Redevelopment Agency of the City of Tampa regarding the Creation and Expansion of Community Redevelopment Areas recorded November 20, 2014 in Official Records Book 22931, Page 1598, (as to Parcels 1 and 2)
5. Terms, conditions, restrictions, and other provisions contained in the Agreement by and between the Atlantic Coast Line Railroad Company, as Licensor, and Tampa Gas Company, as Licensee, recorded in Deed Book 806, Page 407, which grants Licensee a right to maintain a fence, driveway, box drain and a portion of a small brick building used as a pump house within the railroad right-of-way; said rights assignable only with the written consent of the Licensor. (as to Parcel 2)
6. Right of Way Occupancy Agreement, by and between CSX Transportation, Inc., and MCI Telecommunications Corporation, recorded in Official Records Book 5855, Page 1741, as affected by terms set forth in that certain Quit Claim Deed, recorded in Official Records Book 7526, Page 1507. (as to Parcel 2)
7. Amended Easement Deed by Court Order in Settlement of Landowner Action, recorded in Official Records Book 22207, Page 1886, as affected by Notice of Substitution of Easement Deed by Court Order in Settlement of Land Owner Action, recorded in Official Records Book 22292, Page 1398. (as to Parcel 2)
8. Redevelopment Project Agreement Among Hillsborough County, The City of Tampa and the Community Redevelopment Agency of the City of Tampa recorded January 29, 2016 in Official Records Book 23847, Page 885, Public Records of Hillsborough County, Florida. (as to Parcels 1 and 2.)

9. Cable Right-of-Way Agreement by and between CSX Transportation, Inc. and US Sprint Communications Company Limited Partnership recorded April 29, 1991 in Official Records Book 6253, Page 1109; Correction Cable Right-of-Way Agreement recorded May 20, 1998 in Official Records Book 9045, Page 507, Public Records of Hillsborough County, Florida, (as to Parcel 2)
10. Indenture of Mortgage executed by Tampa Electric Company, dated August 1, 1946 and recorded in Mortgage Book 722, Page 323, together with the following: First Supplemental Indenture, recorded in Mortgage Book 774, Page 429, Second Supplemental Indenture, recorded in Mortgage Book 882, Page 180, Third Supplemental Indenture, recorded in Mortgage Book 1034, Page 1, Fourth Supplemental Indenture, recorded in Mortgage Book 1265, Page 432, Fifth Supplemental Indenture, recorded in Mortgage Book 1341, Page 468, Sixth Supplemental Indenture, recorded in Official Records Book 106, Page 591, Seventh Supplemental Indenture, recorded in Official Records Book 547, Page 660, Eighth Supplemental Indenture, recorded in Official Records Book 1124, Page 55, Ninth Supplemental Indenture, recorded in Official Records Book 1604, Page 479, Tenth Supplemental Indenture, recorded in Official Records Book 1973, Page 23, Eleventh Supplemental Indenture, recorded in Official Records Book 2265, Page 327, Twelfth Supplemental Indenture, recorded in Official Records Book 2424, Page 633, Thirteenth Supplemental Indenture, recorded in Official Records Book 2823, Page 1, Fourteenth Supplemental Indenture, recorded in Official Records Book/6249, Page 443, Fifteenth Supplemental Indenture, recorded in Official Records Book 6589, Page 1504, Sixteenth Supplemental Indenture, recorded in Official Records Book 6781, Page 638, Seventeenth Supplemental Indenture, recorded in Official Records Book 6952, Page 414, Eighteenth Supplemental Indenture, recorded in Official Records Book 6984, Page 1871, Nineteenth Supplemental Indenture, recorded in Official Records Book 18241, Page 1209. (as to Parcels 1 and 2)
11. Rights of the City of Tampa in those portions of Head Street as shown on the plat of Finley and Jones Subdivision recorded in Plat Book 1, Page 93, and of Mississippi Avenue as shown on the plat of Plan of East Tampa or Lesley's Subdivision recorded in Plat Book 1, Page 8, Public Records of Hillsborough County, Florida, that lie within the insured legal. (as to Parcel 2)
12. Declaration of Environmental Covenants by and between Gas Worx, LLC, and Tampa Electric Company recorded contemporaneously herewith. (as to Parcels 1 and 2)
13. Easements reserved in Special Warranty Deed with Reserved Easements recorded contemporaneously herewith. (as to Parcels 1 and 2)
14. Mortgage executed by Gas Worx, LLC, in favor of Tampa Electric Company recorded contemporaneously herewith. (as to Parcels 1 and 2)
15. Memorandum of Lease by and between Tampa Electric Company and Gas Worx, LLC, recorded contemporaneously herewith. (as to Parcels 1 and 2)

Prepared by and return to:
Bayshore Title Insurance Agency,
3431 Henderson Boulevard, Tampa, Florida 33609

File Number: 1604016

Parcel ID Number: 189654.0000

Consideration: \$1,525,000.00

Doc Stamps: \$10,675.00

General Warranty Deed

Made this 22nd day of April, 2016, by L. B. Sowell Corp., a Florida corporation, successor by merger to Sowell Holding Company, a Florida corporation, whose post office address is 1016 Hollyberry Court, Brandon, FL 33511, hereinafter referred to as "Grantor", to Ybor Pedroso, LLC, a Florida limited liability company, whose post office address is 4207 Golf Point Court, Tampa, FL 33618, hereinafter referred to as "Grantee".

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Hillsborough County, Florida, viz:

Lots 4, 5, 6, and 7 and the West 34.4 feet of Lots 3 and 8, all in Block 40, PLAN OF EAST TAMPA OF LESLEY'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 1, Page(s) 8, of the Public Records of Hillsborough County, Florida, together with all of the closed alley abutting thereon.

Subject to covenants, restrictions, easements and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2015.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

L. B. Sowell Corp., a Florida corporation,
successor by merger to Sowell Holding
Company, a Florida corporation

BY: Leo B. Sowell
Leo B. Sowell, President

BY: Edward M. Hanna
Edward M. Hanna, Vice President

Signed, sealed and delivered in our presence:

Witness Name Printed: Bruce M. Tigert

James E. Williams
Witness Name Printed: JAMES E. WILLIAMS

STATE OF Florida

COUNTY OF Hillsborough

I, the undersigned authority, a Notary Public of the County and State first above written, do hereby certify that Leo B. Sowell, as President, and Edward M. Hanna, as Vice President, of L. B. Sowell Corp., a Florida corporation, successor by merger to Sowell Holding Company, a Florida company, on behalf of the corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Personally known to me,
Produced drivers' licenses as identification.

Witness my hand and official seal, this the 22nd day of April, 2016.

Notary Public

My Commission Expires: April 10, 2019 (SEAL)



Prepared by:
Donna Jannazzo, an employee of
Fuentes and Kreischer, P.A.,
1407 West Busch Boulevard
Tampa, Florida 33612

File Number: 2015315

Corporate Warranty Deed

This Indenture, made, March 27, 2015 A.D., Between Joy Tabernacle Inc, a Florida Corporation, formerly known as The Greater Morning Star Missionary Baptist Church, Inc., formerly known as the Morning Star Institution Baptist Church, whose post office address is: 1415 5th Avenue, Tampa, Florida 33605, a corporation existing under the laws of the State of Florida, Grantor and Ybor Nuccio, LLC, a Florida limited liability company whose post office address is: 4207 Golf Point Court, Tampa, Florida 33618, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Hillsborough, State of Florida, to wit:

Lots 1 and 2, Block 37, J. E. MITCHELL'S SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 42, Page 46, of the Public Records of Hillsborough County, Florida, Together with the North 1/2 of Vacated Alley abutting on the South of said Lot 2.

and

Lot 12, Block 37, J. E. MITCHELL'S SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 42, page 46, of the Public Records of Hillsborough County, Florida; LESS the South 5 feet thereof.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 189669.0000 & 189674.0000

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Joy Tabernacle Inc, a Florida Corporation, formerly known as
The

By: Dr. Clarence Davis
Its: President

Signed and Sealed in Our Presence:

Ann E. Hobson
1st witness sign

Ann E. Hobson
1st witness print name

Donna Jannazzo
2nd witness sign

Donna Jannazzo
2nd witness print name

State of Florida
County of Hillsborough

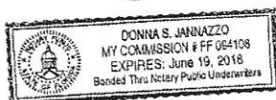
(Corporate Seal)

The foregoing instrument was acknowledged before me this 27th day of March, 2015, by Dr. Clarence Davis, President, the of Joy Tabernacle Inc, a Florida Corporation, formerly known as The Greater Morning Star Missionary Baptist Church, Inc., formerly known as The Morning Star Institution Baptist Church existing under the laws of the State of, on behalf of the corporation.

He/She is personally known to me or has produced FL D Lic. as identification.

Donna Jannazzo (Seal)
Notary Public
Notary Printed Name:

My Commission Expires:



PREPARED BY/RETURN TO: S. Steele
American Home Title of Tampa Bay, Inc.

6703 North Himes Avenue

Tampa, Florida 33614

FILE NO.: AHT141063

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED Made this 6th day of March, 2015

by: Bobby Ray Comparetto, as to his non-homestead property having its principal place
of business at 6421 Lake Sunrise Drive
Apollo Beach FL 33572 hereafter called the Grantor, to 1302
N. 15th Street, LLC, a Florida limited liability company, whose mailing address is: 1302
N. 15th Street Tampa, FL 33605, hereinafter called the Grantee:

Wherever used herein the terms "grantor" and "grantee" include all the parties in this
instrument and the heirs, legal representatives and assigns of individuals, and the
successors and assigns of corporations.

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 (TEN)

Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by
these presents does grant, bargain, sell, alien, remise, release, convey and confirm
unto the grantee, all that certain land situate in Hillsborough County, Florida, viz:

See Attached Exhibit "A" for a more complete and accurate legal description.

TOGETHER with all tenements, hereditaments, and appurtenances thereto
belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that it is lawfully seized of said
land in fee simple; that it has good right and lawful authority to sell and convey said
land; that it hereby specially warrants the title to said land and will defend the same
against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name and its corporate seal to be hereunto afixed by its proper officers thereunto duly authorized, the day and year above first written.

Name: Sherry Steele

Bobby Ray Comparetto
Bobby Ray Comparetto

Name: JA Robin Hodgson

STATE OF: Florida

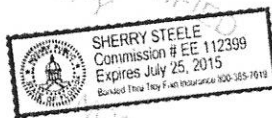
COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me this 03/06/15 by Bobby Ray Comparetto, who is personally known to me or who has produced FL DL as identification.

WITNESS my signature and official seal.

My Commission Expires:

NOTARY PUBLIC-State of: Florida



File Number: AHT141063

EXHIBIT "A" - LEGAL DESCRIPTION

The East 30 feet of Lots 2 and 9, all of Lots 1 and 10, Block 39, East Tampa or Lesley's Subdivision, according to map or plat thereof as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida.

Together with that portion of closed alley lying between said Lots 1 and 10, and the East 30 feet of Lots 2 and 9, Block 39, East Tampa or Lesley's Subdivision, according to map or plat thereof as recorded in Plat Book 1, Page 8, Public Records of Hillsborough County, Florida.

Folio Number: 189650-0000

Prepared by:
Ann M. Zyndorf, an employee of
Fuentes and Kreischer, P.A.,
1407 West Busch Boulevard
Tampa, Florida 33612

File Number: 2014400

Corporate Warranty Deed

This Indenture, made, June 3, 2014 A.D., Between Valet Waste Properties, Inc. whose post office address is: 601 N. Ashley Drive suite 700, Tampa, FL 33602, a corporation existing under the laws of the State of Florida, Grantor and Ybor Land, LLC, a Florida limited liability company whose post office address is: 4207 Golf Point Ct, Tampa, FL 33618, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Hillsborough, State of Florida, to wit:

Lots 6, 7 and 8, Block 26, PLAN OF EAST TAMPA'S LESLEY'S SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida; TOGETHER WITH the South 1/2 of closed alley abutting thereon.

LESS

That part of Lot 6, Block 26, and the platted alley through said Block 26 of East Tampa or Lesley's Subdivision, as recorded in Plat Book 1, Page 8, of the Public Records of Hillsborough County, Florida; being more particularly described as follows:

Begin at the Southwest corner of Lot 6, Block 26; thence North 00°17'23" East, a distance of 80.02 feet; thence North 55°04'36" East, a distance of 34.46 feet; thence South 89°38'02" East, a distance of 9.18 feet; thence South 21°11'53" West, a distance of 16.93 feet; thence South 32°00'05" West, a distance of 14.96 feet; thence South 18°28'05" West, a distance of 75.08 feet to the Point of Beginning.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

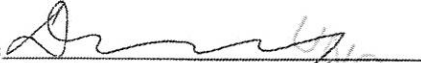
Parcel Identification Number: 189639.0000

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

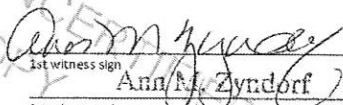
In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Valet Waste Properties, Inc.

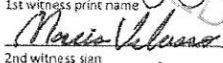
Signed and Sealed in Our Presence:

By: 
David J. Magrisso
Its: Vice President

1st witness sign


Ann M. Zyndorf

1st witness print name


Maria Valasco

2nd witness sign

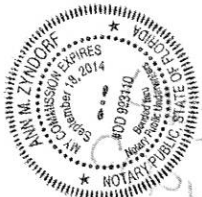

Maria Valasco

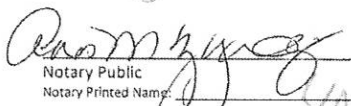
2nd witness print name

State of Florida
County of Hillsborough

(Corporate Seal)

The foregoing instrument was acknowledged before me this 3rd day of June, 2014, by David J. Magrisso, the Vice President of Valet Waste Properties, Inc. A corporation existing under the laws of the State of Florida, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



 (Seal)
Notary Public
Notary Printed Name: _____

Florida Corporate Deed/Letter

PREPARED BY & RETURN TO:

FUENTES & KREISCHER, P.A.
1407 W. BUSCH BLVD.
TAMPA, FL 33612

FILE NO. 2014366

Parcel Identification No. 189636.0000

TRUSTEE'S DEED

BY THIS DEED, Dean W. James, Trustee and Diane E. James, Trustee, of the James Revocable Trust dated November 16, 2001, hereinafter referred to as "Grantor", in consideration of the sum of \$10.00 and other valuable consideration, receipt of which is hereby acknowledged, transfers and conveys to Ybor Land, LLC, a Florida limited liability company, whose post office address is 4207 Golf Point Ct, Tampa, FL 33618, hereinafter referred to as "Grantee", the following described real property situated in Hillsborough County, Florida, more particularly described as follows:

See Attached Exhibit "A"

GRANTOR COVENANTS with Grantee that the Grantor has good and lawful authority to sell, transfer, and convey the real property described herein.

IN WITNESS WHEREOF, the Grantor sets his hand and seal this 30th day of May, 2014.

Signed, sealed and delivered
in the presence of:

(Witness signature)

Robert S. Hobbs
(Print witness name)

(Witness signature)

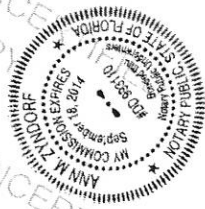
Ann M. Zindorf
(Print witness name)

Dean W. James, as Trustee

Diane E. James, as Trustee

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 30th day of May, 2014, by Dean W. James, Trustee and Diane E. James, Trustee, of the James Revocable Trust dated November 16, 2001 who is/are personally known to me or who has/have produced _____ as identification.



NOTARY PUBLIC

(Print notary's name)

My Commission Expires:

Exhibit "A"

Lots 1, 2, 3, 4, 5, 9 and 10 and a portion of the platted alley in Block 26, and fractional Lot 10 in Block 27, both lying within Plat of East Tampa or Lesley's Subdivision, according to map or plat thereof as recorded in Plat Book 1, Page 8 of the Public Records of Hillsborough County, Florida, and the vacated right-of-way of 5th Avenue. Being more particularly described as follows:

Beginning at the Northeast corner of Lot 1, Block 26, thence S.00°00'00"E., a distance of 200.00 feet along the East boundary of said Block 26 to the South boundary of said Block 26; thence along the South boundary of said Block 26, N.89°59'00"W., a distance of 140.66 feet to the Southwest corner of Lot 9; thence along the West line of said Lot 9 and the Northerly projection thereof, N.00°00'00"E., a distance of 100.10 feet to the center line of the platted alley through said Block 26; thence along the centerline of said platted alley, N.89°59'00"W., a distance of 181.96 feet to the Southeasterly right-of-way line of the Seaboard Coast line railroad; thence along said Southeasterly right-of-way line, N.54°31'55"E., a distance of 137.10 feet; thence continue along said Southeasterly right-of-way line, N.65°16'51"E., a distance of 232.25 feet to the East boundary of Lot 10, Block 27, said course defining the Westerly boundary of the vacated right-of-way of 5th Avenue; thence along the East boundary of said Block 27 and the Southerly projection thereof, S.00°00'00"E., a distance of 78.64 feet to the Point of Beginning, said course defining the Easterly boundary of the vacated right-of-way of 5th Avenue.

GLEN L. SPIVEY, MAI

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL DESIGNATIONS AND LICENSES:

MAI #10436 - The Appraisal Institute	1994
State-Certified General Appraiser RZ1388 – The State of Florida	1992
Florida Real Estate Broker's License #3007635	1992

EDUCATION:

Florida Southern College: Bachelor of Science (1988), Major: Accounting and Business Finance

Completed the following Appraisal Institute courses:

Business Practices and Ethics	2019
Business Practices and Ethics	2014
Appraisal Curriculum Overview-General Package	2009
Appraisal Curriculum Overview- Residential Package	2009
Uniform Standards of Professional Appraisal Practice	2008
400 Uniform Standards of Professional Appraisal Practice	2004
420 Business Practices and Ethics	2004
410 "Standards of Professional Practice, Part A"	1999
420 "Standards of Professional Practice, Part B"	1999
430 "Standards of Professional Practice, Part C" (Attendance Only)	1999
II20 "Appraisal Procedures"	1993
II540 "Report Writing and Valuation Analysis"	1993
SPP "Standards of Professional Practice, Part B"	1993
2-1 "Case Studies in Real Estate Valuation"	1992
SPP "Standards of Professional Practice, Part A"	1991
1-BA "Capitalization Theory and Techniques, Part A"	1990
1-BB "Capitalization Theory and Techniques, Part B"	1990
1A-1 "Real Estate Appraisal Principles"	1989
8-2 "Residential Valuation"	1989

Seminars:

CLE International – Eminent Domain – Tampa	2017-2019
CLE International – Eminent Domain – Tampa	2012-2015
CLE International – Eminent Domain – Tampa	2002-2007

Other completed courses:

Appraising Small Apartment Properties	2020
Florida Appraisal Laws and Regulations	2020
Residential Property Inspection for Appraisers	2020
Complex Properties: The Odd Side of Appraisal	2020
USPAP Update	2020

PROFESSIONAL EXPERIENCE:

President and founder of The Spivey Group, Inc., a corporation engaged in real estate appraisal and brokerage since April of 2002.

Employed by Hastings & Spivey, Inc., from May of 1992 to April of 2002, as Vice President engaging in a variety of eminent domain and mortgage related valuations of all types of properties.

Employed by Appraisal and Acquisition Consultants from April of 1991 to May of 1992 as an independent contractor engaging in a variety of mortgage, bankruptcy and eminent domain related valuations involving residential, commercial, industrial, and special purpose properties.

Employed by Hastings & Associates, Ltd., Inc. from August of 1988 to April of 1991 as a staff appraiser engaging in a variety of eminent domain related valuations.

QUALIFICATIONS OF

STEVE SHEIMAN

BIOGRAPHIC DATA:

Born in Ft. Lauderdale, Florida on December 21, 1972.

EDUCATION ATTAINMENTS:

High School Degree:	Lake Brantley High School Altamonte Springs, Florida	1990
Bachelor of Arts Degree: with a major in Mathematics and a minor in Business Administration	University of North Florida, Jacksonville, Florida	1995

APPRAISAL COURSES:

Appraisal Board I (75 hour licensing course), Will Bowles School of Real Estate	1996
110 - Appraisal Principles - Appraisal Institute	1996
310 - Basic Income Capitalization - Appraisal Institute	1997
510 - Advanced Income Capitalization - Appraisal Institute	1998
Appraisal Board Course II (45 hours), Real Estate Education Specialists	1999
State-Certified General Appraiser #0002492	2000
Other completed courses: (2020)	
Florida Appraisal Laws and Regulations	
Appraising Small Apartment Properties	
Residential Property Inspection for Appraisers	
Complex Properties: The Odd Side of Appraisal	
USPAP	

PROFESSIONAL EXPERIENCE:

Currently employed by The Spivey Group, Inc. since April of 2002 as a staff appraiser engaging in a variety of eminent domain related valuations.

Employed by Hastings & Spivey, Inc. from April of 1997 to April of 2002 as a staff appraiser engaging in a variety of eminent domain related valuations.

Employed by Property Valuation from February 1996 to April 1997 as an associate appraiser engaging in a variety of mortgage valuations involving residential, commercial, industrial, and special purpose properties.

QUALIFICATIONS
JEFFERY T. SANFORD
Cert. Gen. RZ#3547

BIOGRAPHIC DATA:

Born in Jacksonville, Florida on November 30, 1977.

EDUCATION ATTAINMENTS:

Graduated from Duncan U. Fletcher High School, Neptune Beach, Florida.	1996
Attended the University of Central Florida, Orlando, Florida	1996-2001
Received Bachelor of Arts & Science Degree	2001
State-Registered Assistant Appraiser (Florida)	1998
State-Certified Residential Appraiser (Florida)	2002
State-Certified General Real Estate Appraiser RZ3547 (Florida)	2013

Successful completion of course examinations:

Appraisal Courses:

75 Hr Appraisal Course 1 (AB I)	1998
60 Hr Appraisal Course 2 (AB II)	2002
45 Hr Appraisal Course 2 (AB IIB)	2002
60 hour Appraisal Course 3 (AB III)	2007
30 Hr General Appraiser Site Valuation and Cost Approach	2012
30 Hr General Appraiser Report Writing and Case Studies	2012
30 Hr General Appraiser Market Analysis and Highest and Best Use	2012
30 Hr General Appraiser Sales Comparison Approach	2012
15 Hr Statistics, Modeling and Finance	2012

Other Completed Courses: (2020)

Florida Appraisal Laws and Regulations
Appraising Small Apartment Properties
Residential Property Inspection for Appraisers
Complex Properties: The Odd Side of Appraisal
USPAP

SEMINARS:

Systems 4 Workstation Seminar (Multiple Listing Service)	1998
MLX Systems Seminar (Multiple Listing Service)	2002

PROFESSIONAL EXPERIENCE:

Currently employed by The Spivey Group, Inc., a corporation engaged in real estate appraising and consulting, located at 399 Tequesta Drive, Tequesta, Florida 33469, from April 1, 2002 to present as a residential and condemnation appraiser. Current position in the company is the Manager of the Residential Appraisal Division and an appraiser working on various eminent domain assignments.

Employed by Hastings & Spivey, Inc., a corporation engaged in real estate appraising and consulting, located at 1137 Edgewater Drive, Orlando, Florida, from July 1998 to March 31, 2002 as a researcher, residential and condemnation appraiser.

ROBERT W. SIMMONS, JR.

QUALIFICATIONS

1700 N. Orange Avenue, Suite 300, Orlando, FL 32804

BIOGRAPHIC DATA:

Born in Orlando, Florida on March 21, 1964. Resident of Central Florida since 1964.

EDUCATION ATTAINMENTS:

Graduated from William R. Boone High School, Orlando, Florida. 1982

Attended Rollins College, Winter Park, Florida 1982-86

Received Bachelor of Arts Degree major in
Economics from Rollins College, Winter Park, Florida. 1986

Florida Real Estate License 1988

Successful completion of course examinations:

CA-1: Certified Appraisal Course - 1. 1991

Real Estate Appraisal Principles 1991

Uniform Standards of Professional Practice 1991

Capitalization Theory and Techniques "A" 1992

Capitalization Theory and Techniques "B" 1992

Standards of Professional Practice Part "A" 1993

Standards of Professional Practice Part "B" 1993

Appraiser's Guide to URAR 1993

Continuing Education Program 1994

Standards of Professional Practice Part "B (430) 1999

SEMINARS:

Environmental Issues in Real Estate 2000

Environmental Considerations in Real Estate 2000

Red Flags - Property Inspection Guides 2000

CLE International – Eminent Domain – Tampa 2014

CLE International – Eminent Domain – Tampa 2017

Practicing Affiliate with the Appraisal Institute 2019

Florida State Certified General Real Estate Appraiser, RZ1736 1993

PROFESSIONAL EXPERIENCE:

Currently employed by The Spivey Group, Inc., a corporation engaged in real estate appraising and consulting, located at 1700 North Orange Avenue, Suite 100, Orlando, Florida, 32804, from April 1, 2002 to present as a residential, commercial and condemnation appraiser.

Employed by Hastings & Spivey, Inc., a corporation engaged in real estate appraising and consulting, located at 1137 Edgewater Drive, Orlando, Florida, from May 1991 to March 31, 2002 as a residential, commercial and condemnation appraiser.

Residential Real Estate Appraiser for Smith, Lyons Appraisal Services, Inc., a corporation engaged in real estate appraising and consulting, located at 401 Whooping Loop, Altamonte Springs, Florida, from August 1988 to May 1991.

Qualified as an expert witness in the following Florida Circuit Courts: Orange County, Nassau County, Alachua County, Indian River County, Marion County, Hillsborough County and Putnam County.

Completed numerous residential and condemnation appraisal reports for lending institutions, government organizations, condemning authorities, individuals and attorneys within Orange, Seminole, Lake, Volusia, Brevard, Osceola, Marion, Sumter, Polk, Citrus, Pasco, Pinellas, Palm Beach, Nassau, St. Johns, Alachua, Leon, Putnam and Hillsborough counties.

QUALIFICATIONS

ERIN MINNICK

BIOGRAPHIC DATA:

Born in Edmonds, Washington on March 21, 1982.

EDUCATION ATTAINMENTS:

Graduated from Marist High School, Eugene, Oregon 2000

Attended Gonzaga University, Spokane, Washington 2000-2004

Received Bachelor of Business Administration Degree 2004
with a major in Human Resource Management and Marketing

Successful completion of course examinations:

30 Hr Basic Residential Appraisal Principles 2016

30 Hr Basic Residential Appraisal Procedures 2016

25 Hr Florida Appraisal Law 2016

3 Hr National Appraising for Supervisor and Trainee 2016

15 Hr USPAP 2016

Successful completion of continuing education: (2020)

Florida Appraisal Laws and Regulations

Appraising Small Apartment Properties

Residential Property Inspection for Appraisers

Complex Properties: The Odd Side of Appraisal

USPAP

Registered Trainee Appraiser RI24242

PROFESSIONAL EXPERIENCE:

Currently employed by The Spivey Group, Inc., a corporation engaged in real estate appraising and consulting, located at 399 Tequesta Drive, Tequesta, Florida 33469, from December 26, 2012 to present as projects coordinator and a registered trainee appraiser working on various eminent domain assignments.

Worked as a Realtor for Coldwell Banker Bain, with a focus on working with buyers and sellers in the residential real estate market, located at 1200 Westlake Avenue, Seattle, Washington from September 2004 to October 2012.

Employed by The Golf Channel Amateur Tour as a tour director to manage and plan golf tournaments both nationally and in the greater Seattle area from December 2010 to October 2012.