

N0600001/353

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H06000264905 3)))



H060002649053ABC%

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)205-0381

From:

Account Name : TRENAM, KEMKER, SCHARF, BARKIN, FRYE, O'NEILL & MULLIS, P.A.
Account Number : 076424003301
Phone : (813)223-7474
Fax Number : (813)229-6553

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
06/03/06 3:12 PM

05-6524
AMC

FLORIDA PROFIT/NON PROFIT CORPORATION

SUMMERFIELD SQUARE COMMERCIAL OWNERS' ASSOCIATION, I

Certificate of Status	0
Certified Copy	1
Page Count	13
Estimated Charge	\$78.75

Electronic Filing Menu

Corporate Filing Menu

Help

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

(((H06000264905 3)))

06 OCT 31 PM 12:49

**ARTICLES OF INCORPORATION
OF
SUMMERFIELD SQUARE COMMERCIAL OWNERS' ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

In order to form a corporation under the provisions of Chapter 617 of the Laws of the State of Florida for the formation of Corporations Not For Profit, we, the undersigned, hereby associate ourselves into a corporation not for profit for the purpose and with the powers hereinafter mentioned. For purposes of these Articles, all capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to them by the Commercial Declaration (as hereafter defined).

ARTICLE I

The name of the corporation shall be:

SUMMERFIELD SQUARE COMMERCIAL OWNERS' ASSOCIATION, INC.

(hereinafter referred to as the "Commercial Association").

ARTICLE II

The purposes and objects of the Commercial Association shall be as follows:

1. To promote the health, safety, and general welfare of the Members of all office, professional, retail and other commercial developments that may now or hereafter be created or established by CED SUMMERFIELD SQUARE, LLC, a Florida limited liability company, its successors or designated assigns (collectively, the "Developer"), within all or any portion of that certain development in Hillsborough County, Florida known as the "Summerfield Square Commercial Phase" ("Summerfield Square Commercial Phase" or the "Development," as defined in the Commercial Declaration). The Summerfield Square Commercial Phase is or will be comprised of the lands described in Exhibit "A" attached hereto and incorporated by reference herein and any lands subsequently annexed thereto, all as described in the Commercial Declaration, as hereafter defined.

2. To exercise all of the powers and privileges and to perform all of the duties and obligations of the "Commercial Association" arising from or set forth in the "Declaration Of Restrictive Covenants And Easements For Summerfield Square Commercial Phase, Hillsborough County, Florida" (the "Commercial Declaration"), as amended and supplemented from time to time, now or hereafter recorded in the Public Records of Hillsborough County, Florida. In the event of any conflict between the terms of the Commercial Declaration and these Articles, the provisions of the Commercial Declaration shall control.

(((H06000264905 3)))

(((H06000264905 3)))

3. To acquire, own, control, operate, manage, maintain, insure, and repair any portion or portions of the lands from time to time comprising Summerfield Square Commercial Phase, and any personal property appurtenant thereto, as Common Areas for the common use and benefit of all Members of Summerfield Square Commercial Phase, and certain other persons entitled to use the Common Areas as more particularly provided in the Commercial Declaration.

4. To perform all maintenance, operation, repair and replacement of the Common Areas, as defined and set forth in the Commercial Declaration, and any amendments or supplements thereto that may now or hereafter be recorded in the Public Records of Hillsborough County, Florida.

5. To perform all of the duties and obligations of the Commercial Association as set forth in and in accordance with the terms, provisions, conditions, and authorizations contained in these Articles of Incorporation and the Commercial Declaration, and any amendments or supplements thereto with respect to all or any portion of the Development that may now or hereafter be recorded in the Public Records of Hillsborough County, Florida.

The Commercial Association shall be conducted as a non-profit organization for the benefit of its Members, and the Commercial Association shall make no distributions of income to its Members, directors, or officers.

ARTICLE III

The Commercial Association shall have the following powers.

1. The Commercial Association shall have all of the powers and privileges granted to Corporations Not For Profit under the law pursuant to which this corporation is chartered and not in conflict with these Articles of Incorporation or the Commercial Declaration.

2. The Commercial Association shall have all of the powers and duties set forth in the Commercial Declaration and any amendments or supplements thereto that may now or hereafter be recorded in the Public Records of Hillsborough County, Florida.

3. The Commercial Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Commercial Association, including, but not limited to, the following:

(a) To acquire (by gift, purchase, or otherwise), own, control, operate, manage, maintain, and repair real property and improvements.

(b) To operate and maintain, and to contract for the operation, maintenance and management of the Common Areas and to delegate to the party with whom such contract has been entered into the appropriate powers and duties of the Commercial Association, except

(((H06000264905 3)))

(((H06000264905 3)))

those requiring specific action by or approval of the Board of Directors or the Members of the Commercial Association.

(c) To fix, collect, levy, and enforce payment by any lawful means of all charges and assessments against Class A Members of the Commercial Association to defray all costs and expenses incident to the conduct of the business of the Commercial Association and the operation of the Common Areas including, without limitation, all licenses, taxes, assessments or other governmental charges levied or imposed against the Common Areas.

(d) To adopt, alter, amend, and rescind By-Laws for the operation of the Commercial Association not inconsistent with the law pursuant to which the Commercial Association is chartered and these Articles of Incorporation, and to adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Common Areas.

(e) To enforce in its own name the provisions of these Articles of Incorporation, the By-Laws of the Commercial Association that may now or hereafter be adopted, any rules or regulations that may now or hereafter be adopted by the Commercial Association, and the provisions of the Commercial Declaration, and any amendments or supplements thereto that may now or hereafter be recorded in the Public Records of Hillsborough County, Florida.

(f) To participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation is approved by the Members entitled to cast two-thirds (2/3) of the aggregate number of votes entitled to be cast by all Members present or represented by proxy at a duly noticed and convened annual or special meeting of the Members.

(g) To dedicate, release, alienate, sell, or transfer all or any portion of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as are agreed to by the Members of the Commercial Association; provided, however, no such dedication, sale, or transfer shall be effective until and unless the same shall have been approved by Members entitled to cast two-thirds (2/3) of the aggregate number of votes entitled to be cast by all Members. No action authorized hereunder shall be taken without the prior written consent of Developer as long as Developer holds any Parcel for sale in the ordinary course of Developer's business.

(h) To pay all costs, expenses, and obligations lawfully incurred in connection with the Commercial Association's affairs including, without limitation, all licenses, taxes, assessments, or other governmental charges levied or imposed against the Common Areas.

(i) To own, buy, sell, lease, mortgage, or otherwise deal with any and all property, whether real or personal.

(j) To sue or be sued and to defend any suits brought against it.

(((H06000264905 3)))

(((H06000264905 3)))

(k) To take any other action necessary for the purposes for which the Commercial Association is organized.

ARTICLE IV

1. Membership. There shall be two classes of Members in the Commercial Association:

(a) Class A Members. Each Owner of a Parcel in the Development shall be a Class A Member of the Commercial Association.

(b) Class B Member. The sole Class B Member of the Commercial Association shall be Developer. The Class B Membership shall cease, terminate and convert to Class A Membership upon the happening of any one of the following events, whichever occurs first:

(i) Three (3) months have elapsed after ninety percent (90%) of the gross land area of the Development expected by Developer to be developed or improved has been conveyed to a person or entity other than Developer; or

(ii) Developer elects to terminate the Class B membership, provided that Developer has obtained the prior written consent of Developer's Mortgagee; or

(iii) Ten (10) years from the date the Commercial Declaration is recorded in the Public Records of Hillsborough County, Florida.

The end of the period marked by the first to occur of the above dates is hereinafter referred to as the "**Class B Control Period**." Upon termination of the Class B Membership, all provisions of these Articles of Incorporation and the By-Laws of the Commercial Association referring to special rights of Class B Membership shall be void and without further force or effect. Regardless of any provision of this these Articles to the contrary, however, Developer shall be entitled to elect at least one member of the Board of Directors of the Commercial Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the gross land area of the Development. Subsequent to the date that Developer relinquishes control of the Commercial Association, Developer may exercise the right to vote the Class A Membership which it then holds in the Commercial Association in the same manner as any other Class A Member, except for purposes of reacquiring control of the Commercial Association or selecting a majority of members of the Board of Directors.

The Class A Members and the Class B Members collectively are referred to as the Members. The interest of a Member in the funds and assets of the Commercial Association cannot be assigned, hypothecated, or transferred in any manner.

(((H06000264905 3)))

(((H06000264905 3)))

ARTICLE V

1. Voting Rights. Voting Rights in the Commercial Association shall be as follows:

(a) Class A. The Class A Members shall be entitled to one (1) equal vote per one thousand (1,000) square feet of gross land area in the Parcel owned by the Class A Member.

(b) Class B. The right of the Class B Member, including the right to approve actions taken under the Declaration and the By- Laws, will also be specified in the By- Laws. The Class B Member shall be entitled to three (3) votes for each one (1) vote entitled to be cast by the Class A Members and shall be entitled to appoint a majority of the Members of the Board of Directors of the Commercial Association during the Class B Control Period. The Class B Membership shall terminate and become converted to Class A Membership no later than the end of the Class B Control Period, as provided above.

All Class A Members and Class B Members are required to cast all of the votes they are entitled to cast for or against any proposition that may come before the Commercial Association in the same way and may not split votes on both sides of a proposition. In the calculation of votes to which a member is entitled, any fractional votes will be rounded downward to the nearest whole vote.

ARTICLE VI

The Commercial Association shall have perpetual existence.

ARTICLE VII

The registered and principal office of the Commercial Association shall be located at 101 E. Kennedy Boulevard, Suite 2700, Tampa, FL 33602, but the Commercial Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. Furthermore, the Board of Directors may from time to time relocate the aforesaid registered and/or principal office of the Commercial Association.

ARTICLE VIII

1. The affairs of the Commercial Association shall be managed by a Board of Directors. The Board of Directors initially shall be composed of three (3) directors, and there shall not be fewer than three (3) and not more than seven (7) directors. The term of office for all directors shall be one (1) year, and any director may succeed himself or herself in office. The number of such directors and the commencement and expiration of their term in office may be increased or decreased as provided in the By-Laws.

(((H06000264905 3)))

(((H06000264905 3)))

2. All directors shall be elected by secret written ballot at the annual meeting of the Members. Each Member shall be entitled to cast as many votes for each director's position as such Member has under the provisions of Article V hereof; and the person receiving the largest number of votes cast by all Members for each director's position shall be elected. Cumulative voting shall not be permitted.

3. The names and addresses of the members of the first Board of Directors of the Commercial Association who shall hold office until their successors have been duly elected and qualify, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
James A. Harkins, III	c/o 5055 Gulf of Mexico Drive, Unit #436 Long Boat Key, FL 34228
Michael J. O'Brien	c/o 5055 Gulf of Mexico Drive, Unit #436 Long Boat Key, FL 34228
Larry Willey	c/o 5055 Gulf of Mexico Drive, Unit #436 Long Boat Key, FL 34228

ARTICLE IX

The affairs of the Commercial Association shall be administered by the officers in accordance with the By-Laws. The President, Vice-President, Secretary, and Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time designate, shall constitute the officers of the Commercial Association. The officers of the Commercial Association shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the Members of the Commercial Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Officer	Name	Address
President	James A. Harkins, III	c/o 5055 Gulf of Mexico Drive, Unit #436, Long Boat Key, FL 34228
Vice-President	Michael J. O'Brien	c/o 5055 Gulf of Mexico Drive, Unit #436, Long Boat Key, FL 34228
Secretary/Treasurer	Larry Willey	c/o 5055 Gulf of Mexico Drive, Unit #436, Long Boat Key, FL 34228

(((H06000264905 3)))

(((H06000264905 3)))

ARTICLE X

The first By-Laws of the Commercial Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by the By-Laws.

ARTICLE XI

1. Every director and every officer of the Commercial Association shall be indemnified by the Commercial Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification herein the right of indemnification shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Commercial Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such directors or officers may be entitled.

2. The Board of Directors may, and shall if the same is reasonably available, purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Class A Members of the Commercial Association as a common expense of the Commercial Association.

ARTICLE XII

An amendment or amendments to these Articles of Incorporation may be proposed by the adoption by the Board of Directors, acting upon a vote of the majority of the directors, of a resolution setting forth the proposed amendment. The Members shall not amend these Articles without such a resolution by the Board of Directors. Written notice setting forth the proposed amendment or amendments shall be given to each Member within the time and in the manner required in the By-Laws for the giving of notice of meetings of the Members. If the meeting is an annual meeting, the proposed amendment or amendments may be included in the notice of such annual meeting. Each amendment must be approved by a majority of the votes entitled to be cast by the Members present or represented by proxy at a duly noticed and convened annual or special meeting of the Members. Thereupon, each such approved amendment shall be transcribed and executed in such form as may be necessary to register the same in the Office of the Secretary of State of the State of Florida. Notwithstanding anything to the contrary contained herein, no amendment shall be effective without the prior written consent of Developer, so long as Developer holds any portion of the Development for sale in the ordinary course of business.

(((H06000264905 3)))

(((H06000264905 3)))

ARTICLE XIII

In the absence of fraud, no contract or other transaction between the Commercial Association and any other person, firm, corporation, or partnership shall be affected or invalidated by reason of the fact that any director or officer of the Commercial Association is pecuniarily or otherwise interested therein.

ARTICLE XIV

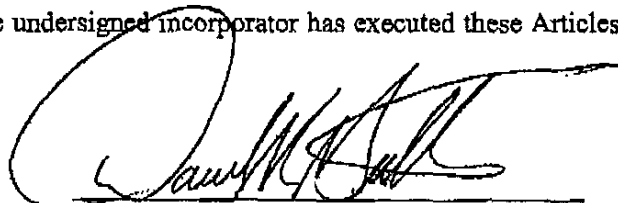
The names and addresses of the Incorporator of the Commercial Association are as follows:

<u>Name</u>	<u>Address</u>
David R. Brittain, Esq.	101 E. Kennedy Boulevard, Ste. 2700, Tampa, FL 33602

ARTICLE XV

The street address of the Commercial Association's initial registered office is 101 E. Kennedy Boulevard, Suite 2700, Tampa, FL 33602, and the name and address of its initial registered agent is David R. Brittain, Esq., 101 E. Kennedy Boulevard, Suite 2700, Tampa, FL 33602. The Commercial Association shall have the right to change such registered agent and registered office from time to time, as provided by law.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles this 31st day of October, 2006.



David R. Brittain, Incorporator

(((H06000264905 3)))

(((H06000264905 3)))

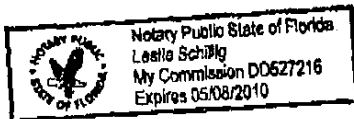
ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 31st day of October 2006, by David R. Brittain, as Incorporator of Summerfield Square Commercial Owners' Association, Inc., a Florida corporation not-for-profit, on behalf of such corporation. He is either [check applicable box] ☒ personally known to me, or ☐ has produced a valid drivers license of the State of Florida as identification.

(NOTARIAL SEAL)



Leslie Schilling
NOTARY PUBLIC
Print Name: Leslie Schilling
My Commission Expires:

(((H06000264905 3)))

(((H06000264905 3)))

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is Summerfield Square Commercial Owners' Association, Inc.

2. The name and address of the registered agent and registered office are:

Name

Address

David R. Brittain, Esq.

101 E. Kennedy Boulevard, Ste. 2700, Tampa, FL 33602

Having been named as registered agent and agent to accept service of process for the above-stated Corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to at in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

Name: [Signature]
Print: David R. Brittain
Date: October 31, 2006

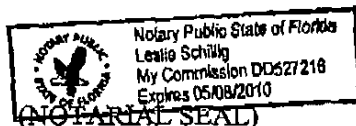
06 OCT 31 PM 12:49
SECRETARY OF STATE
DIVISION OF CORPORATIONS

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 31st day of October, 2006, by David R. Brittain, as registered agent of Summerfield Square Commercial Owners' Association, Inc., a Florida corporation not-for-profit, on behalf of such corporation. He is either [check applicable box] ☒ personally known to me, or ☐ has produced a valid drivers license of the State of Florida as identification.



[Signature]
NOTARY PUBLIC
Print Name: Leslie Schilling
My Commission Expires:

(((H06000264905 3)))

(((H06000264905 3)))

EXHIBIT "A"

ALL OF THAT LAND LYING WEST OF THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 301 AND EAST OF THE EASTERLY BOUNDARY AND SOUTH OF THE NORTHERLY BOUNDARY OF THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF LAND LYING IN SECTION 7, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE ALONG THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 7 NORTH $00^{\circ}21'05''$ EAST, A DISTANCE OF 118.48 FEET; THENCE DEPARTING SAID EAST LINE NORTH $89^{\circ}38'55''$ WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. 301; THENCE ALONG SAID WEST LINE NORTH $00^{\circ}21'05''$ EAST, A DISTANCE OF 216.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH $89^{\circ}56'35''$ WEST, A DISTANCE OF 282.41 FEET; THENCE SOUTH $00^{\circ}07'48''$ EAST, A DISTANCE OF 265.26 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BIG BEND ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH $86^{\circ}53'30''$ WEST, A DISTANCE OF 49.11 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE NORTH $00^{\circ}00'09''$ WEST, A DISTANCE OF 248.64 FEET; THENCE NORTH $89^{\circ}51'11''$ EAST, A DISTANCE OF 11.45 FEET; THENCE NORTH $00^{\circ}08'49''$ WEST, A DISTANCE OF 133.84 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 54.29 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 386.00 FEET, A CHORD LENGTH OF 54.24 FEET, A CHORD BEARING OF NORTH $04^{\circ}10'33''$ WEST TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 181.29 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1214.00 FEET, A CHORD LENGTH OF 181.12 FEET, A CHORD BEARING OF NORTH $03^{\circ}55'36''$ WEST; THENCE NORTH $00^{\circ}21'05''$ EAST, A DISTANCE OF 203.92 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 76.45 FEET ALONG THE ARC OF A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 60.75 FEET, A CHORD LENGTH OF 71.51 FEET, A CHORD BEARING OF NORTH $37^{\circ}04'24''$ EAST TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 46.15 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 152.00 FEET, A CHORD LENGTH OF 45.98 FEET, A CHORD BEARING OF NORTH $81^{\circ}39'11''$ EAST; THENCE SOUTH $89^{\circ}38'55''$ EAST, A DISTANCE OF 175.22 FEET; THENCE NORTH $82^{\circ}29'53''$ EAST, A DISTANCE OF 29.27 FEET; THENCE SOUTH $89^{\circ}38'55''$ EAST, A DISTANCE OF 30.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 301; THENCE ALONG SAID WEST RIGHT-OF-WAY SOUTH $00^{\circ}21'05''$ WEST, A DISTANCE OF 36.00 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE NORTH $89^{\circ}38'45''$ WEST, A DISTANCE OF 46.44 FEET; THENCE NORTH $81^{\circ}47'43''$ WEST, A DISTANCE OF 29.27 FEET; THENCE NORTH $89^{\circ}38'55''$ WEST, A DISTANCE OF 175.22 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 37.65 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 124.00 FEET, A CHORD LENGTH OF 37.51 FEET, A CHORD BEARING OF SOUTH $81^{\circ}39'11''$ WEST TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY, 41.03 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 33.01 FEET, A CHORD LENGTH OF 38.44 FEET, A CHORD BEARING OF SOUTH $37^{\circ}20'16''$ WEST; THENCE SOUTH $00^{\circ}21'05''$ WEST, A DISTANCE OF 203.81 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY,

(((H06000264905 3)))

(((H06000264905 3)))

148.77 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEASTERLY, HAVING A RADIUS OF 1167.32 FEET, A CHORD LENGTH OF 148.66 FEET, A CHORD BEARING OF SOUTH 03°15'55" EAST TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 27.85 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1185.95 FEET, A CHORD LENGTH OF 27.85 FEET, A CHORD BEARING OF SOUTH 07°31'56" EAST; THENCE CONTINUE SOUTHEASTERLY, 58.22 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 413.98 FEET, A CHORD LENGTH OF 58.18 FEET, A CHORD BEARING OF SOUTH 04°10'33" EAST; THENCE SOUTH 00°08'48" EAST, A DISTANCE OF 48.45 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 43.98 FEET ALONG THE ARC OF A CURVE TO THE SOUTHEAST, HAVING A RADIUS OF 28.00 FEET, A CHORD LENGTH OF 39.60 FEET, A CHORD BEARING OF SOUTH 45°08'49" EAST; THENCE NORTH 89°51'11" EAST, A DISTANCE OF 205.02 FEET; THENCE NORTH 00°05'34" EAST, A DISTANCE OF 11.00 FEET; THENCE SOUTH 89°54'26" EAST, A DISTANCE OF 58.82 FEET TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 301; THENCE ALONG SAID WEST RIGHT-OF-WAY SOUTH 00°21'05" WEST, A DISTANCE OF 49.92 FEET TO THE POINT OF BEGINNING.

LESS THE "HESS PARCEL" AS IDENTIFIED IN INSTRUMENT RECORDED IN O.R. BOOK 11275, PAGE 1514, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 7, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LESS THE WEST 514.00 FEET THEREOF, ALSO LESS THE EAST 416.00 FEET OF THE WEST 930.00 FEET OF THE SOUTH 315.00 FEET OF SAID SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 7, ALSO LESS RIGHT OF WAY OF BIG BEND ROAD; ALSO LESS RIGHT OF WAY FOR U.S. HIGHWAY NO. 301; SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE RUN NORTH 00° 21'05" EAST, ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 118.48 FEET; THENCE NORTH 89°38'55" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 301 AND THE NORTHERLY RIGHT OF WAY LINE OF BIG BEND ROAD (COUNTY ROAD NO. 672) FOR A POINT OF BEGINNING; THENCE SOUTH 57°55'27" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 70.74 FEET; THENCE SOUTH 86°53'30" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 220.86 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 00°07'48" WEST, A DISTANCE OF 265.26 FEET; THENCE NORTH 89°56'35" EAST, A DISTANCE OF 282.41 FEET TO A POINT ON THE AFORESAID WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 301; THENCE SOUTH 00°21'05" WEST, ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 216.00 FEET TO THE POINT OF BEGINNING.

(((H06000264905 3)))