



**LAND USE HEARING OFFICER VARIANCE REPORT**

**APPLICATION NUMBER:** VAR 23-0142

**LUHO HEARING DATE:** June 26, 2023

**CASE REVIEWER:** Sam Ball

**REQUEST:** The applicant is requesting sign variances to accommodate a pole-type ground sign (Sign 1), a monument sign (Sign 2), and an option to construct either a pole-type ground sign (Sign 3 – Option A) or monument sign (Sign 3 – Option B) for a proposed hotel and mini-warehouse development site.

**VARIANCES:**

**Sign 1**

Per LDC Section 7.03.00.C.1.b, all ground signs, including pole signs, shall be set back a minimum of 10 feet from any side yard property line. The applicant requests a 10-foot reduction to the required setback to allow zero setback for a pole-type ground sign from that portion of the eastern property line where adjacent to property under folio number 3566.0010.

**Sign 2**

- 1) Per LDC Section 7.03.00.C.1, monument signs shall be set back a minimum of 15 feet from road rights-of-way, but shall be permitted an increase in height of one foot for each one foot of additional setback provided from the right-of-way line up to a maximum height of 30 feet when adjacent to expressways and arterials or 15 feet when adjacent to collectors and local roads. The applicant requests a 15-foot reduction to the required setback Citrus Park Lane for a 9-foot-tall monument sign to allow a five-foot setback.
- 2) Per LDC Section 7.03.00.C.1.b, all ground signs, including monument signs, shall be set back a minimum of ten feet from any side yard property line. The applicant requests a five-foot decrease to the minimum side yard ground sign setback to allow a five-foot setback from the portion of the norther property line where adjacent to property under folio number 3566.0010.

**Sign 3**

The applicant's petition includes a request for variances to accommodate construction of either a pole-style ground sign, identified as Option A, or a monument sign, identified as Option B. If the requested variances for both options are approved, the applicant will be allowed to install either of the sign options, but not both.

**Option A (Pole Sign)**

- 1) Per LDC Section 7.03.00.C.1.a, no ground sign, including pole signs, shall exceed 30 feet in height if located adjacent to an expressway or arterial highway, or 15 feet in height if located adjacent to a collector or local street. The applicant requests a 5-foot increase to the maximum permitted height to allow a height of 20 feet for a pole sign to be located adjacent to a local street.

- 2) Per LDC Section 7.03.00.C.1.b, all ground signs, including pole signs, shall be set back a minimum of 10 feet from rights-of-way lines and shall not be located within the required site distance pursuant to Florida Department of Transportation Design Standard Index No. 546. All ground signs shall also be set back a minimum of 10 feet from any side yard property line. The applicant requests a 10-foot reduction to the minimum required setback to allow zero setback from the portion of the eastern property line that adjoins the Upper Tampa Bay Trail right-of-way.

**Option B (Monument Sign)**

- 1) Per LDC Section 7.03.00.C.1.b., all ground signs, including monument signs, shall be set back a minimum of 10 feet from any side yard property line. The applicant requests a 5-foot decrease to the required side yard setback to allow a 5-foot setback for a monument sign from that portion of the northern property line where adjacent to property under folio number 3566.0000.
- 2) Per LDC Section 7.03.00.C.1.c, monument signs shall be set back a minimum of 15 feet from rights-of-way lines, but shall be permitted an increase in height of one foot for each one foot of additional setback provided from the right-of-way line up to a maximum height of 30 feet when adjacent to expressways and arterials or 15 feet when adjacent to collectors and local roads. The applicant requests a 15-foot reduction to the required setback from Citrus Park Lane for a 9-foot-tall monument sign to allow a 5-foot setback.

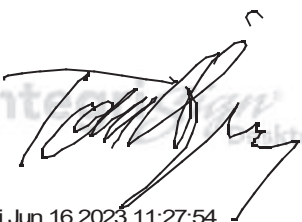
**FINDINGS:**

Each of the properties included in the application are located within the same Planned Development district.

**DISCLAIMER:**

The variance listed above is based on the information provided in the application by the applicant. Additional variances may be needed after the site has applied for development permits. The granting of these variances does not obviate the applicant or property owner from attaining all additional required approvals including but not limited to: subdivision or site development approvals and building permit approvals.

**ADMINISTRATOR'S SIGN-OFF**

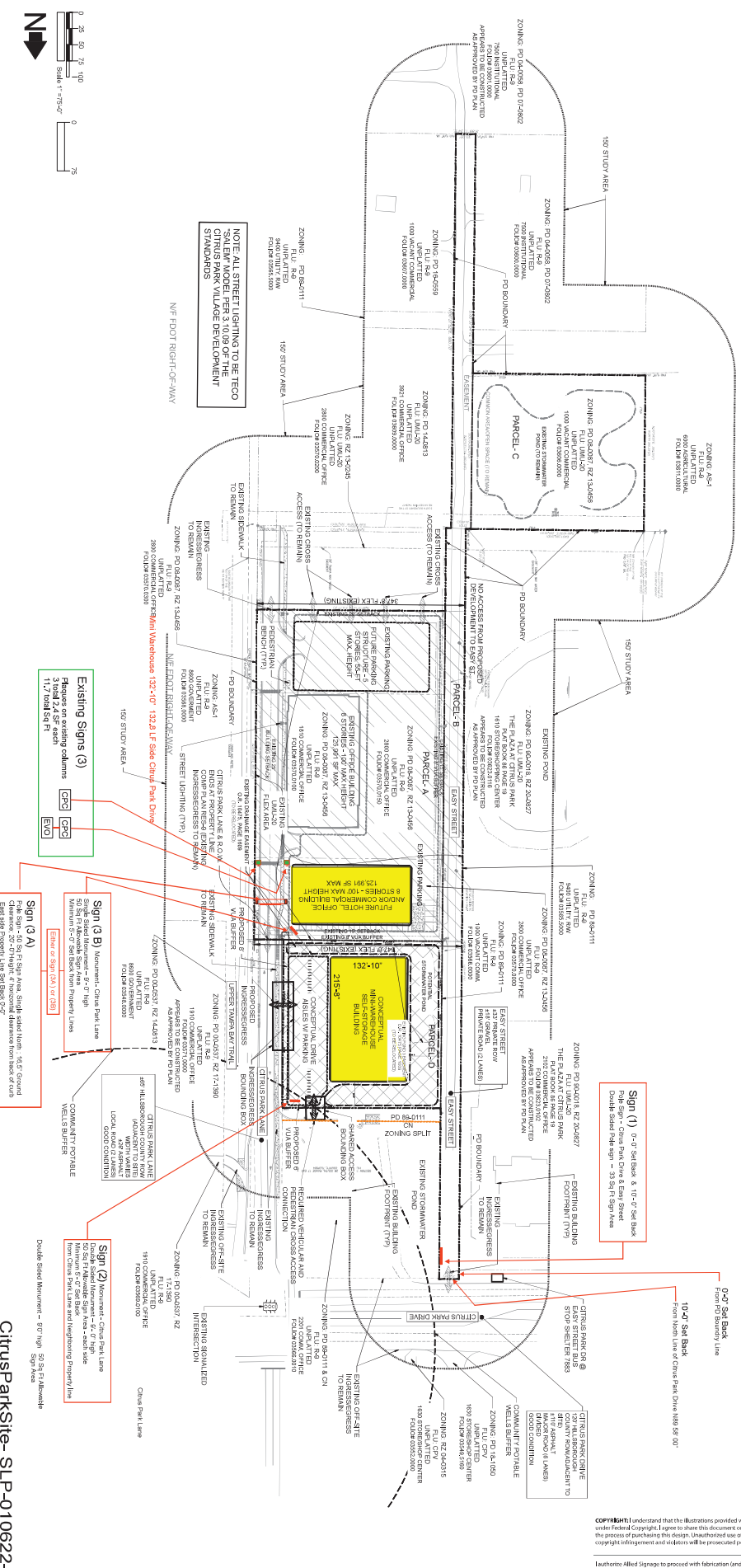
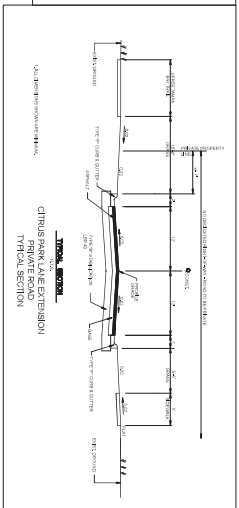


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**Attachments: Application**  
**Site Plan**  
**Petitioner's Written Statement**  
**Current Deed**

SITE DATA	
PROJECT NAME	CITRUS PARK VILLAGE DEVELOPMENT
PROJECT ADDRESS	13227 Citrus Park Drive, Citrus Park, FL 33611
OWNER	ALLIANT PARTNERS
DESIGNER	ALLIANT PARTNERS
DATE	06/05/2023
SCALE	1" = 50'
PROJECT NUMBER	SLP-0-10622-00 R3
DRAWING NUMBER	01 - SITE PLAN
DATE	06/05/2023
SCALE	1" = 50'
PROJECT NAME	CITRUS PARK VILLAGE DEVELOPMENT
PROJECT ADDRESS	13227 Citrus Park Drive, Citrus Park, FL 33611
OWNER	ALLIANT PARTNERS
DESIGNER	ALLIANT PARTNERS
DATE	06/05/2023
SCALE	1" = 50'
PROJECT NUMBER	SLP-0-10622-00 R3
DRAWING NUMBER	01 - SITE PLAN
DATE	06/05/2023
SCALE	1" = 50'

LEGEND	
(Symbol)	Proposed 6' x 12' Signage Location
(Symbol)	Proposed 8' x 12' Signage Location
(Symbol)	Proposed 10' x 12' Signage Location
(Symbol)	Proposed 12' x 12' Signage Location
(Symbol)	Proposed 14' x 12' Signage Location
(Symbol)	Proposed 16' x 12' Signage Location
(Symbol)	Proposed 18' x 12' Signage Location
(Symbol)	Proposed 20' x 12' Signage Location
(Symbol)	Proposed 22' x 12' Signage Location
(Symbol)	Proposed 24' x 12' Signage Location
(Symbol)	Proposed 26' x 12' Signage Location
(Symbol)	Proposed 28' x 12' Signage Location
(Symbol)	Proposed 30' x 12' Signage Location
(Symbol)	Proposed 32' x 12' Signage Location
(Symbol)	Proposed 34' x 12' Signage Location
(Symbol)	Proposed 36' x 12' Signage Location
(Symbol)	Proposed 38' x 12' Signage Location
(Symbol)	Proposed 40' x 12' Signage Location
(Symbol)	Proposed 42' x 12' Signage Location
(Symbol)	Proposed 44' x 12' Signage Location
(Symbol)	Proposed 46' x 12' Signage Location
(Symbol)	Proposed 48' x 12' Signage Location
(Symbol)	Proposed 50' x 12' Signage Location



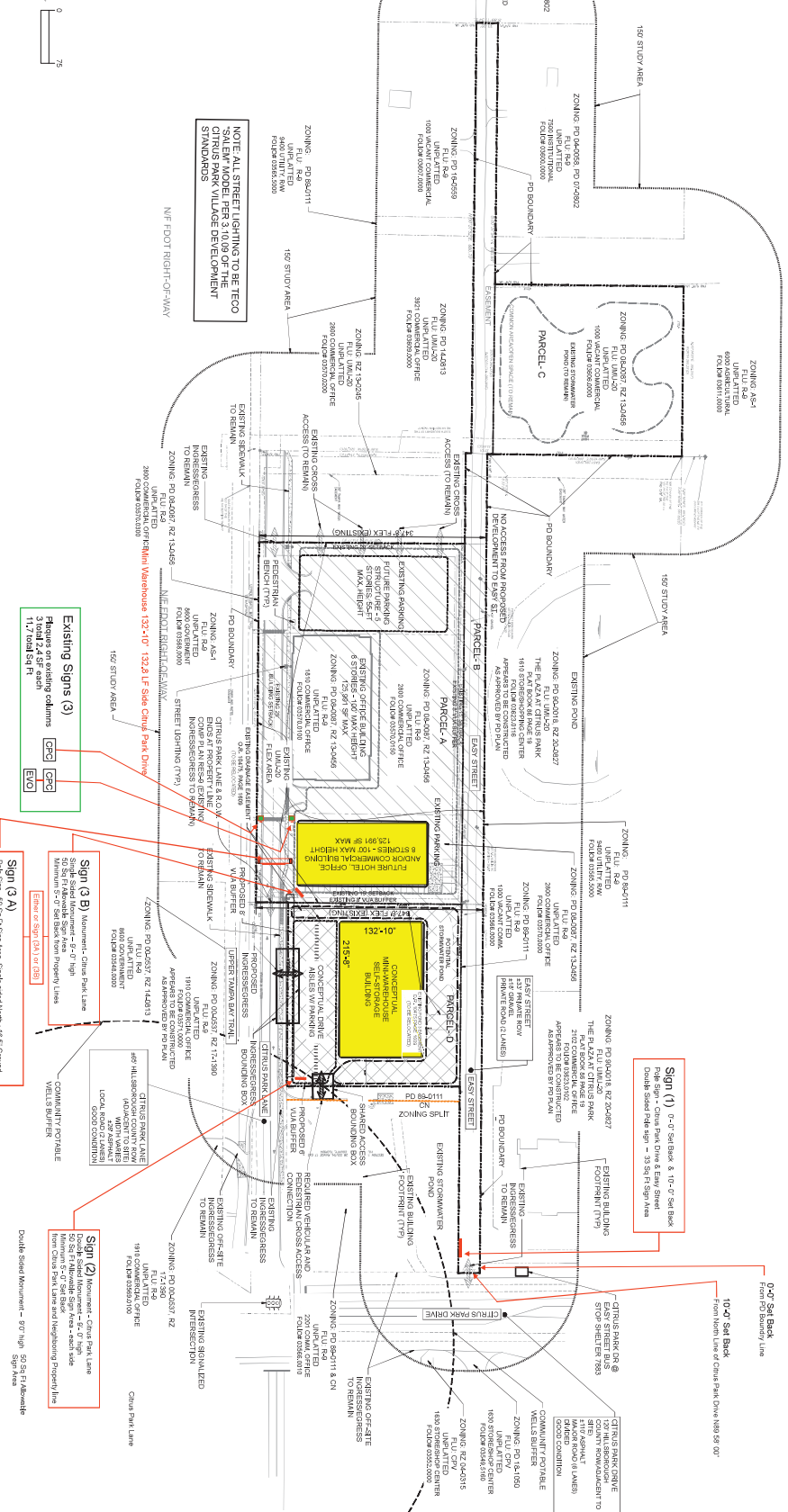
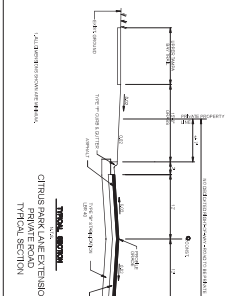
Site Plan - Sign Location Plan

### SITE DATA

<b>PROJECT NAME:</b>	CITRUS PARK VILLAGE DEVELOPMENT
<b>CLIENT:</b>	XXX DEVELOPMENT LLC
<b>PROJECT LOCATION:</b>	1321 Citrus Park Drive, Citrus Park, FL 32838
<b>PROJECT AREA:</b>	11.7 Total Site Area
<b>OWNER:</b>	XXX DEVELOPMENT LLC
<b>DESIGNER:</b>	ALLIANT PARTNERS
<b>DATE:</b>	June 8, 2023
<b>SCALE:</b>	1" = 200'

### LEGEND

	PROPOSED 20' RIGHT-OF-WAY
	PROPOSED 15' RIGHT-OF-WAY
	PROPOSED 10' RIGHT-OF-WAY
	PROPOSED 5' RIGHT-OF-WAY
	PROPOSED 3' RIGHT-OF-WAY
	PROPOSED 2' RIGHT-OF-WAY
	PROPOSED 1' RIGHT-OF-WAY
	PROPOSED 0.5' RIGHT-OF-WAY
	PROPOSED 0.25' RIGHT-OF-WAY
	PROPOSED 0.125' RIGHT-OF-WAY
	PROPOSED 0.0625' RIGHT-OF-WAY
	PROPOSED 0.03125' RIGHT-OF-WAY
	PROPOSED 0.015625' RIGHT-OF-WAY
	PROPOSED 0.0078125' RIGHT-OF-WAY



**Existing Signs (3)**  
 Placed on existing columns  
 3 total, 2.4 SF each  
 11.7 Total Site Area

**Sign (A)**  
 40' x 160' Sign Area, Single Sided from 18.5' Ground  
 East Side Proposed, Line Set Back: 0' x 2'

**Sign (B)**  
 40' x 160' Sign Area, Single Sided from 18.5' Ground  
 East Side Proposed, Line Set Back: 0' x 2'

**Sign (C)**  
 40' x 160' Sign Area, Single Sided from 18.5' Ground  
 East Side Proposed, Line Set Back: 0' x 2'

**Sign (1)**  
 6'-0" Setback, 6'-10" x 6'-10" Sign  
 Double Sided Sign - 33 SF in Sign Area

**Sign (2)**  
 60 SF x 160 SF Sign Area - Double Sided  
 From Citrus Park Lane and Lightening Property Line

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**DATE:** June 8, 2023  
**PROJECT NAME:** Citrus Park Village Development  
**PROJECT LOCATION:** 1321 Citrus Park Drive, Citrus Park, FL 32838  
**OWNER:** XXX DEVELOPMENT LLC  
**DESIGNER:** ALLIANT PARTNERS  
**SCALE:** 1" = 200'



# Project Description (Variance Request)

1. In the space below describe the variance including any history and/or related facts that may be helpful in understanding the request. This explanation shall also specifically identify what is being requested (e.g. Variance of 10 feet from the required rear yard setback of 25 feet resulting in a rear yard of 15 feet). If additional space is needed, please attach extra pages to this application.

The project known as Citrus Park Crossing is zoned PD and includes commercial uses such as business/professional office, hotel, retail, and mini-warehouse. The intent is to obtain approval for a master sign plan for the project. As discussed in more detail in the variance criteria responses, certain variations to the County's sign code are necessary due to the unique shape of the overall site, its remote location, and its configuration relative to the closest public right of way, which is Citrus Park Drive. The specific variances requested are as follows:

Variance #1 - LDC Part 7.03.00.C.1.b

- Sign 1 – To reduce the code required setback from 10' to 0.'

Variance #2 - LDC Part 7.03.00.C.1.c

- Sign 2 and 3 – TO reduce the code required setback from 15' to 5.'

Variance #3 - LDC Part 7.03.00.A.2

- Sign 4 and 5 – Aggregate sign area increase from the code allotted 200 square feet to 250' square feet for two building signs.

2. A Variance is requested from the following Section(s) of the Hillsborough County Land Development Code:

LDC Section 7.03.00.C.1.b., 7.03.00.C.1.c., and 7.03.00.A.2.

## Additional Information

1. Have you been cited by Hillsborough County Code Enforcement?  No  Yes

If yes, you must submit a copy of the Citation with this Application.

2. Do you have any other applications filed with Hillsborough County that are related to the subject property?

No  Yes If yes, please indicate the nature of the application and the case numbers assigned to the application (s): RZ PD 22-0856 & HC/CPA 22-19

3. Is this a request for a wetland setback variance?  No  Yes

If yes, you must complete the Wetland Setback Memorandum and all required information must be included with this Application Packet.

4. Please indicate the existing or proposed utilities for the subject property:

Public Water  Public Wastewater  Private Well  Septic Tank

5. Is the variance to allow a third lot on well or non-residential development with an intensity of three ERC's?

No  Yes If yes, you must submit a final determination of the "Water, Wastewater, and/or Re-claimed Water – Service Application Conditional Approval – Reservation of Capacity" prior to your public hearing

23-0142

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# Additional / Revised Information Sheet

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Application Number: 23-0142 Applicant's Name: Citrus Park Investors

Reviewing Planner's Name: Sam Ball Date: 06/16/2023

Application Type:

- Planned Development (PD)
- Minor Modification/Personal Appearance (PRS)
- Standard Rezoning (RZ)
- Variance (VAR)
- Development of Regional Impact (DRI)
- Major Modification (MM)
- Special Use (SU)
- Conditional Use (CU)
- Other \_\_\_\_\_

Current Hearing Date (if applicable): 07/17/2023

Will this revision add land to the project?  Yes  No

**IMPORTANT:** If "Yes" is checked on the above, a Revised Application Sheet, Property Information Sheet, Affidavit to Authorize Agent, and additional Deeds must be filed immediately to ensure proper noticing and sign posting requirements are met.

Will this revision remove land from the project?  Yes  No

### The following must be attached to this Sheet.

- Cover Letter with summary of the changes and/or additional information provided. If a revised Site Plan is being submitted, all changes on the site plan must be listed in detail in the Cover Letter.
- An updated Project Narrative consistent with the changes or additional information provided, if applicable.

Submittal Via:

Email - Note that no follow up paper file is necessary. Files must be in pdf format and minimum resolution of 300 dpi. Maximum attachment(s) size is 15 MB.

Email this sheet along with all the additional/revised submittal items in pdf to: [ZoningIntake-DSD@hcflgov.net](mailto:ZoningIntake-DSD@hcflgov.net)

For additional help and submittal questions, please call (813) 277-1633 or email [ZoningIntake-DSD@hcflgov.net](mailto:ZoningIntake-DSD@hcflgov.net).

*I certify that changes described above are the only changes that have been made to the submission. Any further changes will require an additional submission and certification.*

**William J. Molloy**

Digitally signed by William J. Molloy  
Date: 2023.06.16 10:11:04 -04'00'

Signature

**06/16/2023**

Date

FOR OFFICE USE ONLY

- Notification E-Mail Sent
- Scanned into OPTIX
- Transmittal Completed

In-Take Completed by: \_\_\_\_\_

## SIGN # 1

### VARIANCE REQUEST(s)

1. A variance to allow a POLE SIGN with a zero foot lot line setback on the eastern boundary of folio 3565.5000

#### **RESPONSE CRITERIA**

1. **Explain how the alleged hardships or practical difficulties are unique and singular to the subject property and are not those suffered in common with other property similarly located?**

The overall site has a unique shape and is unique and singular in its configuration. Sign 1 is proposed to have a location on an existing parcel known as Easy Street, which is a private driveway. The limited frontage along Citrus Park Drive consisting of only 33 feet, requires the sign to be located at the requested 0' setback due to the day-to-day operation of the private roadway. This request will allow the property to advertise for businesses within the overall proposed Planned Development that is approved with the County (RZ PD 22-0856). Meeting the required setbacks would place the sign in the roadway and this request meets the intent of the LDC.

Additionally, the relatively constrained site and ROW leave little room for requisite access improvements; allowing for this variance places the sign in a particular place that does not obstruct the right in/right out access points, either physically or in terms of line of sight, as there are large trees to the west of the parcel and offsite which would compromise placement elsewhere.

2. **Describe how the literal requirements of the Land Development Code (LDC) would deprive you of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC.**

The application of the current Land Development Code requirements for signs would deprive the rights which are commonly enjoyed by other properties in the surrounding area. Other parcels are not in the same unique circumstances as far as location, unique shape, and lack of public right of way which is used to determine signage entitlements, and which allows for proper advertisement of the businesses. Sign 1 is proposed to have a location on an existing parcel known as East Street, which is a private driveway. The limited frontage along Citrus Park Drive requires the sign to be located at the requested 0' setback due to the day-to-day operation of the private driveway. Meeting the required setbacks would place the sign in the roadway.

3. **Explain how the variance, if allowed, will not substantially interfere with or injure the rights of others whose property would be affected by allowance of the variance.**



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There is no evidence that the variance, if allowed, would substantially interfere with, or injure the rights of others whose property would be affected.

- 4. Explain how the variance is in harmony with and serves the general intent and purpose of the LDC and the Comprehensive Plan (refer to Section 1.02.02 and 1.02.03 of the LDC for description of intent/purpose).**

This request supports a finding that the variance is in harmony with and serves the general intent, purpose and signage standards of the LDC and comprehensive plan to provide a development process that is efficient, in terms of time and expense; effective, in terms of addressing the natural resource and public facility implications of proposed development; and equitable, in terms of consistency with established regulations and procedures, respect for the rights of property owners, and consideration of the interests of the citizens of Hillsborough County.

- 5. Explain how the situation sought to be relieved by the variance does not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship.**

The variance is not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship. Most of the site is already built to code and the variance request is for proposed signs that will be part of a filed rezoning application.

- 6. Explain how allowing the variance will result in substantial justice being done, considering both the public benefits intended to be secured by the LDC and the individual hardships that will be suffered by a failure to grant a variance.**

The variance will allow the property owner to erect signs for their businesses that are visible to passersby and blends in with the surrounding commercial properties. Therefore, allowing the variance will result in substantial justice being done.

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## **SIGN # 2 VARIANCE REQUEST(s)**

1. A variance to allow for sign #2 to be set back 5' from Citrus Park Lane, rather than the requisite 15.'

### **RESPONSE CRITERIA**

- 1. Explain how the alleged hardships or practical difficulties are unique and singular to the subject property and are not those suffered in common with other property similarly located?**

Sign Variance Application

The overall site has a unique shape and is unique and singular in its configuration. The right-of-way for Citrus Park Lane is primarily private and makes this unique and singular to the proposed sign location. Due to the configuration of the subject property, the only feasible location for Signs 2 and 3 is along the west side of the property, close to the property boundary. The setback variance will allow the sign to be visible to passersby in this location. Properties similarly located along Citrus Park Drive generally enjoy road frontage equal to the parcel width and are entitled to signs that are visible to passersby.

**2. Describe how the literal requirements of the Land Development Code (LDC) would deprive you of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC.**

Due to the configuration of the subject property the only feasible location for Signs 2 and 3 is along the west side of the property. Applying the code required setbacks would displace visible signs in a location where they cannot be seen from the roadway. The setback variance will allow the sign to be visible to passersby in this location. Properties similarly located along Citrus Park Drive generally enjoy road frontage equal to the parcel width and are entitled to signs that are visible to passersby.

**3. Explain how the variance, if allowed, will not substantially interfere with or injure the rights of others whose property would be affected by allowance of the variance.**

There is no evidence that the variance, if allowed, would substantially interfere with, or injure the rights of others whose property would be affected.

**4. Explain how the variance is in harmony with and serves the general intent and purpose of the LDC and the Comprehensive Plan (refer to Section 1.02.02 and 1.02.03 of the LDC for description of intent/purpose).**

This request supports a finding that the variance is in harmony with and serves the general intent, purpose and signage standards of the LDC and comprehensive plan to provide a development process that is efficient, in terms of time and expense; effective, in terms of addressing the natural resource and public facility implications of proposed development; and equitable, in terms of consistency with established regulations and procedures, respect for the rights of property owners, and consideration of the interests of the citizens of Hillsborough County.

**5. Explain how the situation sought to be relieved by the variance does not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship.**

- Variance #1, 2, and 3 - The variance is not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship. Most of the site is already built to code and the variance request is for proposed signs that will

Sign Variance Application

be part of a filed rezoning application.

The variance is not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship. Most of the site is already built to code and the variance request is for proposed signs that will be part of a filed rezoning application.

- 6. Explain how allowing the variance will result in substantial justice being done, considering both the public benefits intended to be secured by the LDC and the individual hardships that will be suffered by a failure to grant a variance.**

The variance will allow the property owner to erect signs for their businesses that are visible to passersby and blends in with the surrounding commercial properties. Therefore, allowing the variance will result in substantial justice being done.

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2. A variance for sign # 2 to reduce the required 10' setback from the adjacent property owner (McDonalds) to 5'.

**RESPONSE CRITERIA**

- 1. Explain how the alleged hardships or practical difficulties are unique and singular to the subject property and are not those suffered in common with other property similarly located?**

The overall site has a unique shape and is unique and singular in its configuration. The right-of-way for Citrus Park Lane is primarily private and makes this unique and singular to the proposed sign location. Due to the configuration of the subject property, the only feasible location for Signs 2 and 3 is along the west side of the property, close to the property boundary. The setback variance will allow the sign to be visible to passersby in this location. Properties similarly located along Citrus Park Drive generally enjoy road frontage equal to the parcel width and are entitled to signs that are visible to passersby.

- 2. Describe how the literal requirements of the Land Development Code (LDC) would deprive you of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC.**

Due to the configuration of the subject property the only feasible location for Signs 2 and 3 is along the west side of the property. Applying the code required setbacks would displace visible signs in a location where they cannot be seen from the roadway. The setback variance will allow the sign to be visible to passersby in this location. Properties similarly located along Citrus Park Drive generally enjoy road frontage equal to the parcel width and are entitled to signs that are visible to passersby.

Sign Variance Application

- 3. Explain how the variance, if allowed, will not substantially interfere with or injure the rights of others whose property would be affected by allowance of the variance.**

There is no evidence that the variance, if allowed, would substantially interfere with, or injure the rights of others whose property would be affected.

- 4. Explain how the variance is in harmony with and serves the general intent and purpose of the LDC and the Comprehensive Plan (refer to Section 1.02.02 and 1.02.03 of the LDC for description of intent/purpose).**

This request supports a finding that the variance is in harmony with and serves the general intent, purpose and signage standards of the LDC and comprehensive plan to provide a development process that is efficient, in terms of time and expense; effective, in terms of addressing the natural resource and public facility implications of proposed development; and equitable, in terms of consistency with established regulations and procedures, respect for the rights of property owners, and consideration of the interests of the citizens of Hillsborough County.

- 5. Explain how the situation sought to be relieved by the variance does not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship.**

- Variance #1, 2, and 3 - The variance is not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship. Most of the site is already built to code and the variance request is for proposed signs that will be part of a filed rezoning application.

The variance is not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship. Most of the site is already built to code and the variance request is for proposed signs that will be part of a filed rezoning application.

- 6. Explain how allowing the variance will result in substantial justice being done, considering both the public benefits intended to be secured by the LDC and the individual hardships that will be suffered by a failure to grant a variance.**

The variance will allow the property owner to erect signs for their businesses that are visible to passersby and blends in with the surrounding commercial properties. Therefore, allowing the variance will result in substantial justice being done.

## **SIGN # 3**

### **VARIANCE REQUESTS (note sign 3 has two options)**

**3(a) i.** To allow for a POLE sign of 20' in height, rather than 15';

#### **RESPONSE CRITERIA**

- 1. Explain how the alleged hardships or practical difficulties are unique and singular to the subject property and are not those suffered in common with other property similarly located?**

The overall site has a unique shape and is unique and singular in its configuration. The right-of-way for Citrus Park Lane is primarily private and makes this unique and singular to the proposed sign location. Due to the configuration of the subject property, the only feasible location for Signs 2 and 3 is along the west side of the property, close to the property boundary. The setback variance will allow the sign to be visible to passersby in this location. Properties similarly located along Citrus Park Drive generally enjoy road frontage equal to the parcel width and are entitled to signs that are visible to passersby.

The additional height in this instance would allow for additional clearance for emergency and utility vehicles, which require 15' at a minimum; the applicant proffers that 20' is even more appropriate.

- 2. Describe how the literal requirements of the Land Development Code (LDC) would deprive you of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC.**

Due to the configuration of the subject property the only feasible location for Signs 2 and 3 is along the west side of the property. Applying the code required setbacks would displace visible signs in a location where they cannot be seen from the roadway. The setback variance will allow the sign to be visible to passersby in this location. Properties similarly located along Citrus Park Drive generally enjoy road frontage equal to the parcel width and are entitled to signs that are visible to passersby.

- 3. Explain how the variance, if allowed, will not substantially interfere with or injure the rights of others whose property would be affected by allowance of the variance.**

There is no evidence that the variance, if allowed, would substantially interfere with, or injure the rights of others whose property would be affected.

- 4. Explain how the variance is in harmony with and serves the general intent and purpose of the LDC and the Comprehensive Plan (refer to Section 1.02.02 and 1.02.03 of the LDC for description of intent/purpose).**

This request supports a finding that the variance is in harmony with and serves the

## Sign Variance Application

general intent, purpose and signage standards of the LDC and comprehensive plan to provide a development process that is efficient, in terms of time and expense; effective, in terms of addressing the natural resource and public facility implications of proposed development; and equitable, in terms of consistency with established regulations and procedures, respect for the rights of property owners, and consideration of the interests of the citizens of Hillsborough County.

**5. Explain how the situation sought to be relieved by the variance does not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship.**

- Variance #1, 2, and 3 - The variance is not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship. Most of the site is already built to code and the variance request is for proposed signs that will be part of a filed rezoning application.

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**6. Explain how allowing the variance will result in substantial justice being done, considering both the public benefits intended to be secured by the LDC and the individual hardships that will be suffered by a failure to grant a variance.**

The variance will allow the property owner to erect signs for their businesses that are visible to passersby and blends in with the surrounding commercial properties. Therefore, allowing the variance will result in substantial justice being done.

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ii. To allow for a POLE sign with a 0' setback from the adjacent property, in this case the Trail to the east, which would normally require 10'.

### **RESPONSE CRITERIA**

**1. Explain how the alleged hardships or practical difficulties are unique and singular to the subject property and are not those suffered in common with other property similarly located?**

The overall site has a unique shape and is unique and singular in its configuration. The right-of-way for Citrus Park Lane is primarily private and makes this unique and singular to the proposed sign location. Due to the configuration of the subject property, the only

## Sign Variance Application

feasible location for Signs 2 and 3 is along the west side of the property, close to the property boundary. The setback variance will allow the sign to be visible to passersby in this location. Properties similarly located along Citrus Park Drive generally enjoy road frontage equal to the parcel width and are entitled to signs that are visible to passersby.

**2. Describe how the literal requirements of the Land Development Code (LDC) would deprive you of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC.**

Due to the configuration of the subject property the only feasible location for Signs 2 and 3 is along the west side of the property. Applying the code required setbacks would displace visible signs in a location where they cannot be seen from the roadway. The setback variance will allow the sign to be visible to passersby in this location. Properties similarly located along Citrus Park Drive generally enjoy road frontage equal to the parcel width and are entitled to signs that are visible to passersby.

**3. Explain how the variance, if allowed, will not substantially interfere with or injure the rights of others whose property would be affected by allowance of the variance.**

There is no evidence that the variance, if allowed, would substantially interfere with, or injure the rights of others whose property would be affected.

**4. Explain how the variance is in harmony with and serves the general intent and purpose of the LDC and the Comprehensive Plan (refer to Section 1.02.02 and 1.02.03 of the LDC for description of intent/purpose).**

This request supports a finding that the variance is in harmony with and serves the general intent, purpose and signage standards of the LDC and comprehensive plan to provide a development process that is efficient, in terms of time and expense; effective, in terms of addressing the natural resource and public facility implications of proposed development; and equitable, in terms of consistency with established regulations and procedures, respect for the rights of property owners, and consideration of the interests of the citizens of Hillsborough County.

**5. Explain how the situation sought to be relieved by the variance does not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship.**

- Variance #1, 2, and 3 - The variance is not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship. Most of the site is already built to code and the variance request is for proposed signs that will be part of a filed rezoning application.

The variance is not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship. Most of the site is already built to code and the

Sign Variance Application

variance request is for proposed signs that will be part of a filed rezoning application.

- 6. Explain how allowing the variance will result in substantial justice being done, considering both the public benefits intended to be secured by the LDC and the individual hardships that will be suffered by a failure to grant a variance.**

The variance will allow the property owner to erect signs for their businesses that are visible to passersby and blends in with the surrounding commercial properties. Therefore, allowing the variance will result in substantial justice being done.

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**3(b)** TO allow for a monument sign 9' in height, is to reduce the same setback as 3(a), only in this instance from 20' to 5' due to sign height.

**RESPONSE CRITERIA**

- 1. Explain how the alleged hardships or practical difficulties are unique and singular to the subject property and are not those suffered in common with other property similarly located?**

The overall site has a unique shape and is unique and singular in its configuration. The right-of-way for Citrus Park Lane is primarily private and makes this unique and singular to the proposed sign location. Due to the configuration of the subject property, the only feasible location for Signs 2 and 3 is along the west side of the property, close to the property boundary. The setback variance will allow the sign to be visible to passersby in this location. Properties similarly located along Citrus Park Drive generally enjoy road frontage equal to the parcel width and are entitled to signs that are visible to passersby. The additional height requested would ensure the signs can be seen over the the rails of the county mandated wooden bridge.

- 2. Describe how the literal requirements of the Land Development Code (LDC) would deprive you of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC.**

Due to the configuration of the subject property the only feasible location for Signs 2 and 3 is along the west side of the property. Applying the code required setbacks would displace visible signs in a location where they cannot be seen from the roadway. The setback variance will allow the sign to be visible to passersby in this location. Properties similarly located along Citrus Park Drive generally enjoy road frontage equal to the parcel width and are entitled to signs that are visible to passersby.

- 3. Explain how the variance, if allowed, will not substantially interfere with or injure the rights of others whose property would be affected by allowance of the variance.**



Sign Variance Application

There is no evidence that the variance, if allowed, would substantially interfere with, or injure the rights of others whose property would be affected.

**4. Explain how the variance is in harmony with and serves the general intent and purpose of the LDC and the Comprehensive Plan (refer to Section 1.02.02 and 1.02.03 of the LDC for description of intent/purpose).**

This request supports a finding that the variance is in harmony with and serves the general intent, purpose and signage standards of the LDC and comprehensive plan to provide a development process that is efficient, in terms of time and expense; effective, in terms of addressing the natural resource and public facility implications of proposed development; and equitable, in terms of consistency with established regulations and procedures, respect for the rights of property owners, and consideration of the interests of the citizens of Hillsborough County.

**5. Explain how the situation sought to be relieved by the variance does not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship.**

- Variance #1, 2, and 3 - The variance is not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship. Most of the site is already built to code and the variance request is for proposed signs that will be part of a filed rezoning application.

The variance is not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship. Most of the site is already built to code and the variance request is for proposed signs that will be part of a filed rezoning application.

**6. Explain how allowing the variance will result in substantial justice being done, considering both the public benefits intended to be secured by the LDC and the individual hardships that will be suffered by a failure to grant a variance.**

The variance will allow the property owner to erect signs for their businesses that are visible to passersby and blends in with the surrounding commercial properties. Therefore, allowing the variance will result in substantial justice being done.

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**BOTH:** To reduce the required 10' setback from the adjacent property owner (mini storage to the north) to 5'.

**RESPONSE CRITERIA**

**1. Explain how the alleged hardships or practical difficulties are unique**

**and singular to the subject property and are not those suffered in common with other property similarly located?**

The overall site has a unique shape and is unique and singular in its configuration. The right-of-way for Citrus Park Lane is primarily private and makes this unique and singular to the proposed sign location. Due to the configuration of the subject property, the only feasible location for Signs 2 and 3 is along the west side of the property, close to the property boundary. The setback variance will allow the sign to be visible to passersby in this location. Properties similarly located along Citrus Park Drive generally enjoy road frontage equal to the parcel width and are entitled to signs that are visible to passersby.

**2. Describe how the literal requirements of the Land Development Code (LDC) would deprive you of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC.**

Due to the configuration of the subject property the only feasible location for Signs 2 and 3 is along the west side of the property. Applying the code required setbacks would displace visible signs in a location where they cannot be seen from the roadway. The setback variance will allow the sign to be visible to passersby in this location. Properties similarly located along Citrus Park Drive generally enjoy road frontage equal to the parcel width and are entitled to signs that are visible to passersby.

**3. Explain how the variance, if allowed, will not substantially interfere with or injure the rights of others whose property would be affected by allowance of the variance.**

There is no evidence that the variance, if allowed, would substantially interfere with, or injure the rights of others whose property would be affected.

**4. Explain how the variance is in harmony with and serves the general intent and purpose of the LDC and the Comprehensive Plan (refer to Section 1.02.02 and 1.02.03 of the LDC for description of intent/purpose).**

This request supports a finding that the variance is in harmony with and serves the general intent, purpose and signage standards of the LDC and comprehensive plan to provide a development process that is efficient, in terms of time and expense; effective, in terms of addressing the natural resource and public facility implications of proposed development; and equitable, in terms of consistency with established regulations and procedures, respect for the rights of property owners, and consideration of the interests of the citizens of Hillsborough County.

**5. Explain how the situation sought to be relieved by the variance does not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship.**

- Variance #1, 2, and 3 - The variance is not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship. Most of the site is already built to

## Sign Variance Application

code and the variance request is for proposed signs that will be part of a filed rezoning application.

The variance is not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship. Most of the site is already built to code and the variance request is for proposed signs that will be part of a filed rezoning application.

- 6. Explain how allowing the variance will result in substantial justice being done, considering both the public benefits intended to be secured by the LDC and the individual hardships that will be suffered by a failure to grant a variance.**

The variance will allow the property owner to erect signs for their businesses that are visible to passersby and blends in with the surrounding commercial properties. Therefore, allowing the variance will result in substantial justice being done.

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**THIS INSTRUMENT WAS PREPARED BY:**

Alston & Bird LLP  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424  
Attention: Albert E. Bender, Jr.

**INSTR # 2001006308**  
**OR BK 10549 PG 0500**  
RECORDED 01/05/2001 05:04 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DOC TAX PD(F.S.201.02) 51,929.50  
DEPUTY CLERK B King

**UPON RECORDING, RETURN TO:**

Jonathan P. Jennewein, Esq.  
Hill, Ward & Henderson, P.A.  
101 E. Kennedy Boulevard, Suite 3700  
Tampa, Florida 33601



**SPECIAL WARRANTY DEED**

**THIS INDENTURE**, made as of December 29, 2000, by **AMOCO OIL COMPANY**, a Maryland corporation, having its principal place of business at 2475 Northwinds Parkway, Suite 400, Alpharetta, Georgia 30004 (herein called "Grantor"), in favor of **THE RADIANT GROUP, LLC**, a Florida limited liability company, whose address is 1302 North 19<sup>th</sup> Street, Suite 300, Tampa, Florida 33605, and whose Federal Tax Identification Number is 59-3579633 (herein called "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, 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 to the Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns, that certain land situate in Hillsborough County, Florida (the "Real Property"), to wit:

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

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 it is lawfully seized of said Real Property in fee simple; that it has good right and lawful authority to sell and convey said Real Property; that it hereby fully warrants the title to said Real Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other, subject, however, to those matters set forth on EXHIBIT "B" attached hereto and made a part hereof.

Beginning on the date hereof and continuing hereafter for the period of fifteen (15) years from the date hereof (the "Restricted Period"), the Real Property shall be used for the sale of BP or Amoco branded petroleum products (or the branded products of any affiliate of Grantor) and operation of a convenience store, or any other lawful use except for the retail sale of petroleum

products that are not under the brand name BP or Amoco (or the brand name of any affiliate of Grantor). If the Real Property is not used specifically for the sale of petroleum products or operation of a convenience store under the brand name BP or Amoco (or the brand name of any affiliate of Grantor) at any time during the Restricted Period, the Real Property shall not be used for the sale of petroleum products or operation of a convenience store. This covenant shall run with the Real Property and, during the Restricted Period, shall burden and benefit the Real Property and each owner, the holders or owners of any mortgage or indenture encumbering any of the Real Property, any purchaser at a foreclosure sale, any other person or entity acquiring any right title and interest in the Real Property and their respective heirs, executors, administrators, representatives, successors and assigns. This covenant shall benefit Grantor and its affiliates only. It shall not be assignable by Grantor and its affiliates. In the event that Grantor and its affiliates no longer sell petroleum products in the metropolitan area where the Real Property is located, upon the request of the owner of the Real Property, Grantor shall execute and record a termination of this covenant.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of:

AMOCO OIL COMPANY, a Maryland corporation

Susan A. McAllister  
Witness  
Printed Name: Susan A. McAllister

By: William G. Kazer  
Name: William G. Kazer  
Title: Assistant Secretary, and pursuant to delegated Power of Authority from M.P. Hunter, Director-Asset Management

Carol J. El  
Witness  
Printed Name: Carol J. El

Address:  
2475 Northwinds Parkway, Suite 400  
Alpharetta, Georgia 30004

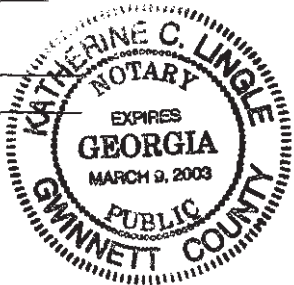
STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of December, 2000, by William G. Kazer, the Assistant Secretary of AMOCO OIL COMPANY, a Maryland corporation, on behalf of the corporation, and pursuant to delegated Power of Authority from M.P. Hunter, Director-Asset Management. Said officer or partner is personally known to me or has produced a valid drivers license as identification.

Katherine C. Lingle  
Notary Public  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)



::ODMA\PCDOCS\ATL01\108840942

**Exhibit "A"**  
**Legal Description**

**PARCEL A**

Location: 11111 Bloomingdale Road, Riverview, Florida  
 Tax I.D. No: 74147.0200  
 Restrictive Period: 15 years

A portion of that certain property described in O.R. Book 5095, Page 1691 lying in the Northwest  $\frac{1}{4}$  of Section 9, Township 30 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commence at the Northwest corner of the Northwest  $\frac{1}{4}$  of said Section 9; thence South  $89^{\circ}41'01''$  East along the North line of said Northwest  $\frac{1}{4}$ , (same also being the basis of bearings for this description), for 100.08 feet; thence leaving said North line, South  $00^{\circ}18'59''$  West, for 52.00 feet to a point of intersection with the Southerly right-of-way line of Bloomingdale Avenue and the Point of Beginning; thence South  $89^{\circ}41'01''$  East, along said Southerly right-of-way line (same also being 52.00 feet South of and parallel to the North line of said Northwest  $\frac{1}{4}$ ), for 197.25 feet; thence leaving said Southerly right-of-way line, South  $00^{\circ}02'01''$  East, for 250.00 feet; thence South  $89^{\circ}57'59''$  West, for 250.00 feet to the point of intersection with the Easterly right-of-way line of Providence Road; thence North  $00^{\circ}02'01''$  West, along said Easterly right-of-way line, (same also being 47.00 feet East of and parallel to the West line of said Northwest  $\frac{1}{4}$ ), for 211.17 feet to the point of intersection with the Southerly right-of-way line of said Bloomingdale Avenue; thence North  $52^{\circ}46'09''$  East, along said Southerly right-of-way for 66.23 feet to the Point of Beginning.

**PARCEL B**

Location: 11302 N. Dale Mabry Highway, Tampa, Florida  
 Tax I.D. No: 23868.0000  
 Restrictive Period: 15 years

Those portions of Lots 17 through 22 of W.E. HAMNER'S HORSESHOE ACRES SUBDIVISION, as recorded in Plat Book 26, Page 39 of the public records of Hillsborough County, Florida, being further described as follows:

Commence at the Southwest corner of Lot 12 of said W.E. HAMNER'S HORSESHOE ACRES SUBDIVISION, thence along the South boundary of said subdivision, East, 333.97 feet to the Point of Beginning; thence leaving said line North  $08^{\circ}16'45''$  East, 70.46 feet; thence North  $07^{\circ}34'46''$  West, 47.00 feet; thence North  $26^{\circ}46'23''$  East, 174.76 feet; thence East, 252.66 feet to the West right-of-way line of Dale Mabry Highway (S.R. 597); thence along said line, South  $03^{\circ}14'13''$  West, 273.00 feet to the



North right-of-way line of Hudson Lane (50 foot right of way); thence along said line, West, 319.92 feet to the Point of Beginning.

### PARCEL C

Location: 14877 N. Dale Mabry Highway, Tampa, Florida  
 Tax I.D. No: 18898.0600  
 Restrictive Period: 15 years

A portion of the Northeast  $\frac{1}{4}$  of Section 4, Township 28 South, Range 18 East, Hillsborough County, Florida; more particularly described as follows:

Begin at the Northwest corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of stated Section 4, thence South  $00^{\circ}11'40''$  West (assumed bearing) along the West boundary of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 4 a distance of 71.10 feet, thence South  $89^{\circ}49'55''$  East a distance of 25.00 feet for a Point of Beginning. Thence South  $00^{\circ}11'40''$  West a distance of 150.00 feet, thence North  $89^{\circ}49'55''$  West a distance of 222.18 feet to a point on the Easterly right-of-way boundary of Dale Mabry Highway (State Road No. 597), having a 200 foot right-of-way, thence North  $20^{\circ}02'00''$  East along the Easterly right-of-way boundary of Dale Mabry Highway (State Road No. 597) a distance of 138.49 feet; thence North  $54^{\circ}07'11''$  East a distance of 33.56 feet, thence South  $89^{\circ}49'55''$  East a distance of 148.04 feet to the Point of Beginning.

### PARCEL D

Location: 1521 W. Fletcher Avenue, Tampa, Florida  
 Tax I.D. No: 18298.0100  
 Restrictive Period: 15 years

A part of the Southeast  $\frac{1}{4}$  of Section 2, Township 28 South, Range 18 East, formerly platted as Lots 15 and 16 of BUTLER'S FIRST LAKE SUBDIVISION, as recorded in Plat Book 10, Page 10 of the public records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast  $\frac{1}{4}$  of said Section 2, thence along the Westerly boundary of said Southeast  $\frac{1}{4}$  of Section 2 (also being the centerline of North Rome Avenue) North  $00^{\circ}07'02''$  West, a distance of 82.58 feet thence departing said Westerly boundary of the Southeast  $\frac{1}{4}$  of Section 2, South  $89^{\circ}49'44''$  East, a distance of 25.47 feet to a point on the Easterly right-of-way line of North Rome Avenue and the Point of Beginning; thence along said Easterly right-of-way line North  $00^{\circ}07'02''$  West, a distance of 206.00 feet; thence departing said Easterly right-of-way line South  $89^{\circ}49'44''$  East, 226 feet North of and parallel to the Northerly right-of-way line of Fletcher Avenue, a distance of 287.00 feet; thence South  $00^{\circ}07'02''$  East, 287 feet East of and parallel to

said Easterly right-of-way line of Rome Avenue, a distance of 226.00 feet to a point on said Northerly right-of-way line of Fletcher Avenue; thence North 89°49'44" West along said Northerly right-of-way line, a distance of 267.00 feet; thence continue along said Northerly right-of-way line North 44°58'23" West, a distance of 28.36 feet to the Point of Beginning.

#### PARCEL G

Location: 6190 U.S. Highway 41, Apollo Beach, Florida  
 Tax I.D. Nos: 51587.0060, 51587.0030  
 Restrictive Period: 15 years

A parcel of land located in Section 22, Township 31 South, Range 19 East, Hillsborough County, Florida, also being a portion of Tract 31 of RUSKIN TOMATO FARMS, as recorded in Plat Book 27, Page 110 of the public records of Hillsborough County, Florida, explicitly described as follows:

Commence at the Northeast corner of said Section 22; thence on the North boundary thereof. South 89°22'33" West a distance of 719.68 feet to the Westerly Right-of-Way boundary of U.S. Highway #41 (S.R. #45); thence departing said North boundary and on said right-of-way boundary the following two (2) calls: South 27°18'35" West a distance of 3443.43 feet; thence North 62°44'03" West a distance of 18.00 feet; thence South 27°18'35" West a distance of 406.97 feet to the intersection with the Southerly right-of-way boundary of Apollo Beach Boulevard; thence on said Southerly right-of-way boundary, North 62°40'16" West a distance of 200.00 feet to the Point of Beginning; thence departing said Southerly right-of-way boundary. South 27°18'35" West, a distance of 250.00 feet; thence North 62°40'15" West a distance of 51.50 feet; thence North 27°18'35" East, a distance of 251.65 feet; to the aforesaid Southerly right of way boundary of Apollo Beach Boulevard, said point being the point of intersection with a non-tangent curve, concave Northeasterly having a radius of 795.49 feet and a central angle of 03°42'43", thence on said Southerly right-of-way boundary, in a Southeasterly direction along the arc of said curve to the left, a distance of 51.54 feet, said arc subtended by a chord which bears South 60°50'04" East, a distance of 51.53 feet to the curve's end, and the Point of Beginning.

AND

A parcel of land located in Section 22, Township 31 South, Range 19 East, Hillsborough County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 22, run thence North 89°18'35" West, along the North boundary of Section 22, a distance of 719.26 feet to a point on the Westerly right-of-way of U.S. 41 (S.R. 45); run thence South 28°38'02" West, a distance of 3447.07 feet; thence North 61°21'58" West, a distance of 18.00 feet; thence South

28°38'02" West, along said Westerly right-of-way boundary of U.S. 41, a distance of 404.34 feet to a point on the Southerly right-of-way of Apollo Beach Boulevard to the Point of Beginning; from said Point of Beginning, run thence North 61°21'04" West, a distance of 70.00 feet; run thence South 28°38'02" West, a distance of 30.00 feet; run thence South 61°21'04" East, a distance of 70.00 feet; run thence North 28°38'02" East, a distance of 30.00 feet to the Point of Beginning.

AND

A portion of Tract 31, RUSKIN TOMATO FARMS, according to the plat thereof as recorded in Plat Book 27, Page 110, Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the Northeast Corner of Section 22, Township 31 South, Range 19 East, Hillsborough County, Florida, and run thence N89°18'35"W along the North boundary of Section 22, a distance of 719.26 feet to a point on the Westerly R/W of U.S. 41 (S.R. 45); run thence S28°38'02"W a distance of 3447.07 feet; thence N61°21'58"W a distance of 18.00 feet; thence S28°38'02"W along the Westerly R/W boundary of U.S. 41, a distance of 404.34 feet to a point on the Southerly R/W boundary of Apollo Beach Boulevard; run thence S28°38'02"W a distance of 30.00 feet to the Point of Beginning; from said Point of Beginning run S28°38'02"W, a distance of 220.0 feet; thence N61°21'04"W, 220.0 feet from and parallel to Apollo Beach Boulevard a distance of 200.0 feet; thence N28°38'02"E, 200.0 feet from and parallel to U.S. 41, a distance of 250.0 feet to a point on the aforementioned Apollo Beach Boulevard; thence along an arc concave to the Northeasterly a distance of 1.03 feet, with a radius of 795.49 feet; subtended by a chord of 1.03 feet, chord bearing S61°18'50.5"E; thence S61°21'04"E a distance of 128.97 feet; thence S28°38'02"W a distance of 30.0 feet; thence S61°21'04"E a distance of 70.0 feet to the Point of Beginning.

#### PARCEL H

Location: 8339 N. Dale Mabry Highway, Tampa, Florida  
 Tax I.D. No: 25924.0000  
 Restrictive Period: 15 years

A tract in the Northeast ¼ of the Northeast ¼ of Section 28, Township 28 South, Range 18 East, Hillsborough County, Florida, described as follows: From the Northwest corner of said Northeast ¼ of the Northeast ¼ of Section 28, run South 89°45'57" East along the North boundary of said Northeast ¼ of the Northeast ¼ of Section 28, a distance of 46.92 feet; run thence South 0°18'07" West parallel to and 50.00 feet East of the centerline of right-of-way of Dale Mabry Highway (State Road No. 587), a distance of 30.0 feet to the intersection of the East right-of-way line of said Dale Mabry Highway and the South right-of-way line of Waters Avenue for a Point of Beginning; run thence South 89°45'57" East parallel to and 30.0 feet South of the North boundary of the Northeast ¼ of the Northeast ¼ of Section 28, along the South right-of-way line of Waters Avenue, a

distance of 200.0 feet; run thence South 0°18'07" West parallel to the centerline of right-of-way of Dale Mabry Highway a distance of 200.0 feet; run thence North 09°45'57" West a distance of 200.0 feet to a point on the East right-of-way line of Dale Mabry Highway; run thence North 0°18'07" East along the East right-of-way line of Dale Mabry Highway, a distance of 200.0 feet to the Point of Beginning; Less that portion thereof acquired by Hillsborough County, Florida for road right-of-way under condemnation proceedings (Suit No. 30915-L) and pursuant to Judgment recorded September 17, 1956 in Minute Book 124 on Page 162, of the public records of Hillsborough County, Florida.

#### PARCEL I

Location: 9203 Adamo Drive, Tampa, Florida  
 Tax I.D. No: 44425.0000  
 Restrictive Period: 5 years

A parcel of land lying in Hillsborough County Florida more particularly designated as follows:

From the Southeast corner of the Northeast ¼ of the Northeast ¼ of Section 24, Township 29 South, Range 19 East, run North along the East boundary of the said Northeast ¼ of the Northeast ¼ of Section 24 for a distance of 150.0 feet; thence run West a distance of 274.22 feet to a Point of Beginning; from said Point of Beginning run North 177.0 feet to the South right-of-way line of State Road No. 60; thence run Westerly along the South right-of-way line of State Road No. 60 for a distance of 86.11 feet; thence run West along the South right-of-way line of State Road No. 60 for a distance of 92.75 feet; thence run Southwest along the Southeast right-of-way line of the intersection of U.S. Highway No. 301 and Florida State Road No. 60 for a distance of 30.71 feet to the East right-of-way line of U.S. Highway No. 301; thence running South along the Eastern right-of-way line of U.S. Highway No. 301 for a distance of 139.94 feet; thence running East for a distance of 198.64 feet to the Point of Beginning.

#### PARCEL J

Location: Gunn Highway and Sheldon Road, Tampa, Florida  
 Tax I.D. No: 3566.0000  
 Restrictive Period: None.

The North ½ of the East ¼ of the Southwest ¼ of the Northeast ¼ of Section 11, Township 28 South, Range 17 East, lying and being in Hillsborough County, LESS right-of-way for roads and railroads and the South 30 feet thereof; AND LESS those portions set forth in Order of Taking recorded in O.R. Book 8501, Page 1154 AND deeds recorded in O.R. Book 9695, Page 832 and O.R. Book 9733, Page 455, public records of Hillsborough County, Florida.

**PARCEL P**

Location: 11622 Martin Luther King, Jr. Boulevard, Seffner, Florida  
Tax I.D. No: 64849.0000  
Restrictive Period: 5 years

Commencing at the Southwest corner of Lot 12, BROWER SUBDIVISION, Plat Book 31, Page 69, Public Records of Hillsborough County, Florida; run thence South 50.0 feet parallel to the East boundary of said Brower Subdivision to the Point of Beginning of the Tract herein described; run thence East 165.0 feet, along the South boundary of Brower Drive to the East boundary of Section 4, Township 29 South, Range 20 East; thence South 94.56 feet along the East boundary of said Section 4 to a point 158.0 feet North of the Southeast corner of said Section 4; thence West 251.62 feet, parallel to the South boundary of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 4, to a point 80 feet East of the West boundary of said East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; thence North 119.71 feet, parallel to the West boundary of said East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  to a point 25.0 feet South of the South boundary of Lot 6 of said Brower Subdivision; thence East 43.37 feet, parallel to the South boundary of Lot 6 to the Westerly boundary of Brower Drive; thence Southeasterly along the Westerly and Southerly boundary of Brower Drive to the Point of Beginning. Less right-of-way for State Road 579.

AND

The East 80.0 feet of the West 160.0 feet of the South 158.0 feet of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 4, Township 29 South, Range 20 East. LESS right-of-way for state road;

AND

Beginning at a point 40 feet West and 33 feet North of Southeast corner of Section 4, Township 29 South, Range 20 East, all lying and being in Hillsborough County, Florida; run thence North 125.00 feet; thence West 131.62 feet; thence South 125.00 feet; thence East 131.57 feet to Point of Beginning.

**Exhibit "B"**  
**Permitted Exceptions**

1. Real Estate Taxes and Assessments for the year 2001 and subsequent years, which are not yet due and payable.
2. Easement in favor of Tampa Electric Company, a Florida corporation, recorded at O.R. Book 6814, Page 669. (as to PARCEL A)
3. Underground Easement in favor of Tampa Electric Company, a Florida corporation, recorded in O.R. Book 3400, Page 433. (as to PARCEL B)
4. Reservation of ingress/egress easements set forth in Warranty Deed recorded in O.R. Book 4260, Page 1669, as modified by Amended and Restated Grant of Reciprocal Easement recorded in O.R. Book 6686, Page 148. (as to PARCEL B)
5. Perpetual Access Easement in favor of the Southwest Florida Water Management District, recorded in O.R. Book 5674, Page 44. (as to PARCEL B)
6. Perpetual Drainage Easement in favor of DMP, Ltd., a Florida limited partnership, recorded in O.R. Book 5675, Page 1753. (as to PARCEL B)
7. Utility Easement in favor of Tampa Electric Company, recorded in O.R. Book 4325, Page 477 (as to PARCEL B, easement parcels only)
8. Grant of Easements and Declaration of Restrictions recorded in O.R. Book 3641, Page 1271. (as to PARCEL C)
9. Restrictive covenants and conditions set forth in Warranty Deed recorded in O.R. Book 3806, Page 299; together with Assignments of Membership Status Regarding Architectural Control Committee recorded in O.R. Book 4051, Page 1211 and O.R. Book 5259, Page 490. (as to parcel C)
10. Easement in favor of Tampa Electric Company, a Florida corporation, recorded February 17, 1981 in O.R. Book 3768, Page 1308. (as to PARCEL C)
11. Rights of Mirko Bilonik, as dealer lessee pursuant to that certain unrecorded written lease dated October 6, 1997. (as to PARCEL C)
12. Easement Deed (Storm Water Drainage and Retention) recorded in O.R. Book 6877, Page 505; as modified by Revised and Restated Easement Deed recorded in O.R. Book 7551, Page 453. (as to PARCEL D)
13. Easement Deed (Ingress/Egress) recorded in O.R. Book 6877, Page 519. (as to PARCEL D)

14. Easement Deed (Sanitary Sewer Service) recorded in O.R. Book 6877, Page 529. (as to PARCEL D)
15. Reciprocal Maintenance Agreement recorded in O.R. Book 6877, Page 538. (as to PARCEL D)
16. Easement Deed (Signage) recorded in O.R. Book 6877, Page 544. (as to PARCEL D)
17. Easement Agreement by and between Amoco Oil Company, a Maryland corporation, and Hillsborough Area Regional Transit Authority, recorded in O.R. Book 6904, Page 746. (as to PARCEL D)
18. Easement in favor of Tampa Electric Company, a Florida corporation, recorded in O.R. Book 7002, Page 1955. (as to PARCEL D)
19. Reciprocal Easements recorded November 4, 1984 in O.R. Book 4444, Page 1446. (as to PARCEL G)
20. Development Order issued in connection with the development of Regional Impact Statement as referenced on Warranty Deed recorded April 4, 1986 in O.R. Book 4781, Page 1865. (as to PARCEL G)
21. Terms and conditions of Access Easement Agreement by and between Amoco Oil Company, a Maryland corporation, BDL Commerce Center, Inc., a Florida corporation, and Frandorson Properties, a Michigan limited partnership, recorded in O.R. Book 6349, Page 1921. (as to PARCEL G)
22. Terms and conditions of Drainage and Sanitary Sewer Easement Agreement by and between Amoco Oil Company, a Maryland corporation, BDL Commerce Center, Inc., a Florida corporation, First Florida Bank, N.A. and Frandorson Properties, a Michigan limited partnership, recorded August 12, 1991 in O.R. Book 6349, Page 1933, re-recorded in O.R. Book 6412, Page 1657. (as to PARCEL G)
23. Utility Easement in favor of Tampa Electric Company, recorded in O.R. Book 6431, at Page 640 (as to PARCEL G)
24. Utility Easement in favor of Hillsborough County, Florida, recorded in O.R. Book 3928, Page 1718 (as to PARCEL G, easement parcel only)
25. Drainage Easement in favor of Hillsborough County, Florida, recorded in O.R. Book 301, Page 767 (as to PARCEL G, easement parcel only)
26. Drainage Easement in favor of Hillsborough County, Florida, recorded in O.R. Book 4301, Page 770 (as to PARCEL G, easement parcel only)

27. Easement in favor of Tampa Electric Company, a Florida corporation, recorded in O.R. Book 4178, Page 415. (as to PARCEL H)
28. Rights of Zohar Elezar, as party in possession, pursuant to an unrecorded Retail Contract Operations Agreement dated November 6, 1998. (as to Parcel H)
29. Utility Easement in favor of Tampa Electric Company, as recorded in O.R. Book 9810, Page 1097 (as to PARCEL J).

All recording references are to the Public Records of Hillsborough County, Florida, unless otherwise indicated.

G:\JP\RADIANT\bp\conveyance docs\Legal Description SWD (Hillsborough Property).doc



Prepared by and return to:  
DAVID J PLANTE, ESQ

The Plante Law Group, PLC  
806 N. ARMENIA AVENUE  
Tampa, FL 33609  
813-875-5297  
File Number: 15CarsonEastySt

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## Special Warranty Deed

**This Special Warranty Deed** made this 16th day of December, 2015 between Sharon M. Carlton, as Trustee of Allie Jean Carson 1989 Trust dated April 25, 1989 whose post office address is 740 Crystal Lake Rd, Lutz, FL 33548-6440, grantor, and Citrus Park Investors, LLC, a Florida limited Liability company whose post office address is 5032 Tampa West Blvd, Tampa, FL 33634, 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, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum 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:

**See Attached Exhibit "A"**


**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 claiming by, through or under grantors.

**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:

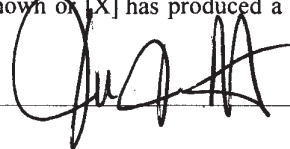
  
Witness Name: Judith DeStasio

  
Sharon M Carlton, Trustee

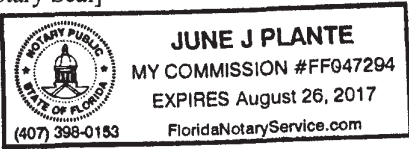
  
Witness Name: David Plante

State of Florida  
County of Hillsborough

The foregoing instrument was acknowledged before me this 16th day of December, 2015 by Sharon M. Carlton, as Trustee of Allie Jean Carson 1989 Trust dated April 25, 1989, who  is personally known or  has produced a driver's license as identification.



[Notary Seal]



Notary Public \_\_\_\_\_

Printed Name: JUNE J PLANTE

My Commission Expires: August 26, 2017

227056

**EXHIBIT "A"**

THE EAST 33 FEET OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 28 SOUTH, RANGE 17 EAST, LESS THAT PART DEEDED TO THE STATE OF FLORIDA FOR RIGHT-OF-WAY IN DEED BOOK 1905, PAGE 247, ALL LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA.

THAT PART OF THE NE 1/4 OF NW 1/4 OF THE SE 1/4 DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH BOUNDARY 321.79 FEET WEST OF THE SE CORNER AND RUN NORTH 300.35 FEET, THENCE EAST 272 FEET MORE OR LESS TO THE WESTERLY RAILROAD RIGHT-OF-WAY LINE, THENCE NORTH 30 FEET ALONG SAID RIGHT-OF-WAY, THENCE WEST 271.92 FEET, THENCE NORTH 330.35 FEET TO THE NORTH BOUNDARY, THENCE WEST 33 FEET, TO A POINT 289.29 FEET EAST OF THE NORTHWEST CORNER, THENCE SOUTH 660.68 FEET TO THE SOUTH BOUNDARY AND THENCE EAST TO THE POINT OF BEGINNING, SECTION 11, TOWNSHIP 28 SOUTH, RANGE 17 EAST.

LESS AND EXCEPT THOSE PORTIONS AS TAKEN BY HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 8501, PAGE 1145 AND AMENDED ORDER OF TAKING AND FINAL JUDGMENT IN OFFICIAL RECORD BOOK 9015, PAGE 1429, BOTH OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

**ALSO KNOWN AND DESCRIBED AS:**

A PARCEL OF LAND LYING IN THE SOUTHEAST ¼ AND NORTHEAST ¼ OF SECTION 11, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 28 SOUTH, RANGE 17 EAST; THENCE NORTH 90°00'00" EAST (ASSUMED BEARING) ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST ¼, A DISTANCE OF 959.50 FEET TO THE POINT OF BEGINNING ALSO BEING THE WEST RIGHT OF WAY LINE OF EASY STREET (A PRIVATE ROAD); THENCE NORTH 00°10'31" WEST ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 1254.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF CITRUS PARK DRIVE (COUNTY ROAD 589) AS PER OFFICIAL RECORD BOOK 1905, PAGE 247, AS RECORDED IN THE PUBLIC RECORDS, IN HILLSBOROUGH COUNTY, FLORIDA; THENCE NORTH 89°28'12" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF SAID EASY STREET; THENCE SOUTH 00°10'31" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1254.38 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 11; THENCE N 90°00'00" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 8.74 FEET TO THE EAST RIGHT OF WAY LINE OF SAID EASY STREET; THENCE SOUTH 00°03'53" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 330.09 FEET; THENCE SOUTH 89°51'32" EAST, A DISTANCE OF 271.58 FEET TO THE WEST RIGHT OF WAY LINE FOR THE UPPER TAMPA BAY TRAIL; THENCE SOUTH 00°15'25" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 30.00 FEET; THENCE NORTH 89°51'32" WEST A DISTANCE OF 271.68 FEET TO THE EAST RIGHT OF WAY LINE OF SAID EASY STREET; THENCE SOUTH 00°03'53" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 300.62 FEET; TO THE SOUTH BOUNDARY OF THE NORTHEAST ¼ OF THE

227056

NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 11; THENCE NORTH 89°47'03" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID EASY STREET; THENCE NORTH 00°03'39" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 660.52 FEET TO THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 11; THENCE NORTH 90°00'00" EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 8.33 FEET TO THE POINT OF BEGINNING.

Together with and subject to the Terms and Conditions of: Declaration of Access Easement in O.R. Book 21781, Pages 1091-1096 and Declarations of Covenants and Easements with Related Maintenance Obligations recorded in O.R. Book 21781, Pages 1097-1109, and Amendment to Declarations of Covenants and Easements with Related Maintenance Obligations recorded in O.R. Book 23716, Pages 260-269 and Easement Agreement recorded in O.R. Book 18704, Pages 612-615, together with Conveyance of Easement recorded in O.R. Book 21781, Page 1089-1090, and Easement recorded in O.R. Book 3159, Page 1441 and Easement recorded in O.R. Book 3159, Page 1444, Public Records of Hillsborough County, Florida.

Together with and subject to other Easements of record.

Parcel Identification Number: U-11-28-17-ZZZ-000000-28570.0/Folio Number: 3609.0000 AND

Parcel Identification Number: U-11-28-17-ZZZ-000000-27980.0/Folio Number: 3565.5000

**THIS IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR(S). GRANTOR(S) resides at 740 Crystal Lake Rd., Lutz, Florida 33548-6440**

Prepared by and return to:  
JUNE J PLANTE

The Plante Law Group, PLC  
806 N. ARMENIA AVENUE  
Tampa, FL 33609  
813-875-5297  
File Number: 12802 Citrus Pa  
Will Call No.:

[Space Above This Line For Recording Data]

## Corrective Warranty Deed \*

This Warranty Deed made this 19 day of February, 2013 between Nathan C. Hart, a married man whose post office address is 18620 Wayne Road, Odessa, FL 33556, grantor, and Citrus Park Investors, LLC, a Florida limited liability company whose post office address is 5032 Tampa West Blvd, Tampa, FL 33634, 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, trusts and trustees)

**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:

The North 108.44 feet of the South 1/2 of the East 1/4 of the SW 1/4 of the NE 1/4 of Section 11, Township 28 South, Range 17 East, all lying and being in Hillsborough County, Florida; Less the East 15 feet for Seaboard Coastline Railroad right of way,~~and~~The South 30 feet of the North 1/2 of the East 1/4 of the SW 1/4 of the NE 1/4 of Section 11, Township 28 South, Range 17 East; Less the East 15 feet for Seaboard Coastline Railroad right of way; TOGETHER WITH an easement for Ingress/Egress over and across the East 33 feet of the West 1/2 of the E 1/2 of the SW 1/4 of the NE 1/4 of Section 11, TOWNSHIP 28 SOUTH, RANGE 18 EAST, LESS right of way State Road #589 (Sheldon Road); all lying and being in Hillsborough County Florida.~

Folio # 3570.0000

Parcel Identification Number: U-11-28-17-ZZZ-000000-28030.0

Said property is not the homestead of the Grantor on the date of the conveyance of the original warranty deed to the grantee, recorded on 10/30/2008, O.R. Book 18939, Pages 210-211.

\*This is a corrective deed to add non-homestead language to Warranty Deed, recorded on 10/30/2008, O.R. Book 18939, Pages 210-211.

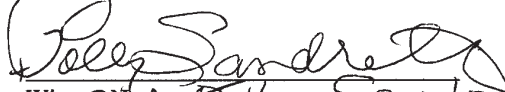
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

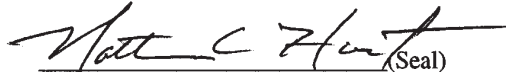
**To Have and to Hold**, the same in fee simple forever.

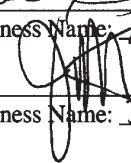
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2007.

**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:

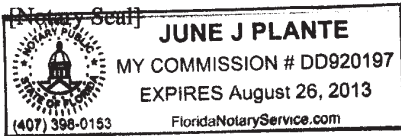
  
Witness Name: Polly SANDRETSKY

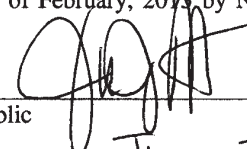
 (Seal)  
Nathan C Hart

  
Witness Name: June J. Plante

State of Florida  
County of Hillsborough

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February, 2013, by Nathan C Hart, who  is personally known or  has produced a driver's license as identification.



  
Notary Public  
Printed Name: June J. Plante  
My Commission Expires: Aug 26, 2013

Prepared by and return to:  
DAVID J PLANTE, ESQ

The Plante Law Group, PLC  
806 N. ARMENIA AVENUE  
Tampa, FL 33609  
813-875-5297  
File Number: 12829 Easy St  
Will Call No.:

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## Warranty Deed

**This Warranty Deed** made this 29th day of October, 2008 between J.S. Scarpa and Mary Scarpa, husband and wife whose post office address is 122 Campground Road, Griffin, GA 30223, grantor, and Citrus Park Investors, LLC, a Florida Limited Liability Comapany whose post office address is 5032 Tampa West Blvd, Tampa, FL 33634, 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, trusts and trustees)

**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:

**The South 1/3 of the following described property:~The South 1/2 of the East 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 28 South, Range 17 East, Less the North 108.44 feet thereof; and Less the South 139.00 feet of the South 1/2 of the East 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 28 South, Range 17 East; Less the East 15 feet for Seaboard Coastline Railroad right-of-way, all lying and being in Hillsborough County, Florida.~**

Folio # 3570-0300

Parcel Identification Number: U-1128-17-ZZZ-000000-28060.0

**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, 2007**.

**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:

[Signature]  
Witness Name: Robert Ogletree

[Signature]  
Witness Name: Diane Noll

[Signature]  
Witness Name: Heather Hutchinson

[Signature]  
Witness Name: Martha Ginter

[Signature] (Seal)  
J.S. Scarpa

[Signature] (Seal)  
Mary Scarpa

State of ~~Florida~~ Georgia  
County of ~~Hillsborough~~ Spalding

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2008 by J.S. Scarpa and Mary Scarpa, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]

[Signature]  
Notary Public  
Printed Name: Dana Glebo's Williams  
My Commission Expires: 5-7-10



Prepared by and return to:  
DAVID J PLANTE, ESQ  
The Plante Law Group, PLC  
806 N. ARMENIA AVENUE  
Tampa, FL 33609  
813-875-5297

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## Quit Claim Deed

This Quit Claim Deed made this <sup>30th</sup> day of September, 2020 between Citrus Park Hotel LLC, a Florida limited liability company, whose post office address is 5032 Tampa West Blvd., Tampa, Florida 33634, grantor, and Citrus Park Investors LLC, a Florida limited liability company, whose post office address is 5032 Tampa West Blvd., Tampa, Florida 33634, 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, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum TEN AND NO/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, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Hillsborough, Florida to-wit:

For a Point of Beginning, begin at the Northwest corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 11, Township 28 South, Range 17 East, Hillsborough County, Florida; thence with the East-West center of said Section 11, run South 89° 21' 57" East, 289.29 feet; thence South 0° 31' 03" West, 330.33 feet, thence North 89° 21' 00" West, 289.00 feet to the West Boundary of the Northeast quarter of the Northwest quarter of the Southeast quarter run North 0° 28' 03" East, 330.25 feet to the Point of Beginning, LESS the South 70 feet thereof.

Together with perpetual non-exclusive easement recorded in O.R. Book 2988, Page 411, described as follows:

The East 33 feet of the West 1/2 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 28 South, Range 17 East, lying and being in Hillsborough County, Florida;

LESS that part deeded to the State of Florida for right of way in Deed Book 1905, Page 247, and LESS right-of-way described in Order of Taking as to Parcel 114 recorded in O.R. Book 8501, Page 1145, supplemented by O.R. Book 8557, Page 1743, and amended in O.R. Book 9015, Page 1429, all lying and being in Hillsborough County, Florida.

And together with perpetual non-exclusive easement recorded in O.R. Book 3093, Page 574, described as follows:

That part of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 described as beginning at a point on the South boundary 321.79 feet West of the Southeast corner, thence run North 300.35 feet, thence East 272 feet, more or less, to the Westerly Rail Road Right-of-Way Line, thence North 30 feet along said Rail Road Right-of-Way line, thence West 271.92 feet, thence North 330.35 feet to the North boundary, thence West 33 feet to a point 289.29 feet East of the Northwest corner, thence 660.68 feet to the South boundary, thence East 33 feet, more or less, to the point of beginning, all lying and being in Section 11, Township 28 South, Range 17 East.

Together with and Subject to Declaration of Easements with Related Maintenance of Obligations recorded in O.R. Book 21781, Page 1097 of Public Records of Hillsborough County, Florida and the Amendment thereto recorded in O.R. Book 23716, Pages 260-269 of the Public Records of Hillsborough County, Florida.

Folio Number: 003606.0000 - Parcel Identification Number: U-11-28-17-ZZZ-000000-28540.0  
This is not the homestead property of the grantor.

23-0142

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

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:

GRANTOR:  
Citrus Park Hotel, LLC, a Florida limited liability company

John E. Hurman  
Witness Name: JOHN E. HURMAN

By: [Signature]  
Christopher M. Daye, as its Manager

Michael B. Whitt  
Witness Name: Michael B. Whitt

State of Florida  
County of Hillsborough

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2020 by Christopher M. Daye, manager on behalf of Citrus Park Hotel LLC, a Florida limited liability company who  are personally known or  have produced a driver's license as identification.

[Notary Seal]



Regina B. Whitt  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

S



**Property/Applicant/Owner  
Information Form**

Received  
02/01/2023  
Development Services

**Official Use Only**

Application No: VAR 23-0142 Intake Date: 02/01/2023  
 Hearing(s) and type: Date: 04/24/2023 Type: LUHO Receipt Number: \_\_\_\_\_  
 Date: \_\_\_\_\_ Type: \_\_\_\_\_ Intake Staff Signature: Ana Lizardo

**Property Information**

Generally located South of Citrus Park  
 Address: Dr. and West of Citrus Park Ln. City/State/Zip: Tampa, FL 33625  
 TWN-RN-SEC: 28-17-11 Folio(s): See attached property list Zoning: PD Future Land Use: UMU-20 & R-9 Property Size: 8.44 ac.

**Property Owner Information**

Name: See attached property owner list. Daytime Phone \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
 Email: \_\_\_\_\_ Fax Number \_\_\_\_\_

**Applicant Information**

Name: Mark Bentley, Esq., B.C.S., AICP Daytime Phone 813-225-2500  
 Address: 401 E Jackson St., Suite 3100 City/State/Zip: Tampa, FL 33602  
 Email: markb@jpfirm.com Fax Number \_\_\_\_\_

**Applicant's Representative (if different than above)**

Name: Same as Applicant above. Daytime Phone \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
 Email: \_\_\_\_\_ Fax Number \_\_\_\_\_

**I hereby swear or affirm that all the information provided in the submitted application packet is true and accurate, to the best of my knowledge, and authorize the representative listed above to act on my behalf on this application.**

Mark Bentley  
 Signature of the Applicant  
 \_\_\_\_\_  
 Mark Bentley  
 Type or print name

**I hereby authorize the processing of this application and recognize that the final action taken on this petition shall be binding to the property as well as to the current and any future owners.**

Mark Bentley  
 Signature of the Owner(s) – (All parties on the deed must sign)  
 \_\_\_\_\_  
 Mark Bentley ("Authorized Agent")  
 Type or print name

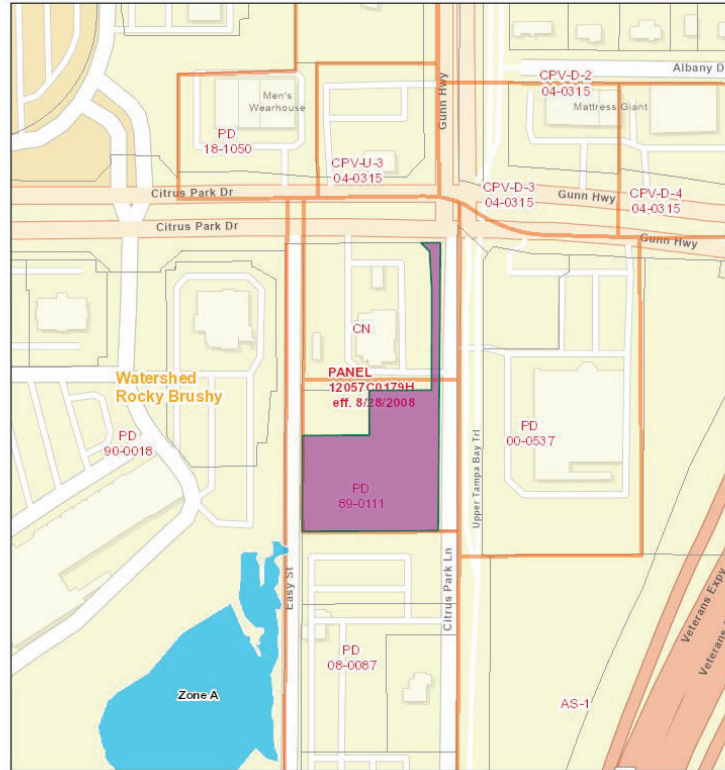
**23-0142**



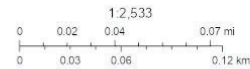
# PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Commercial/Office/Industr
Zoning	CN
Description	Commercial - Neighborhood
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	89-0111
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0179H
FIRM Panel	12057C0179H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120180F
County Wide Planning Area	Northwest Hillsborough
Community Base Planning Area	Northwest Hillsborough Area
Planned Development	PD
Re-zoning	null
Census Data	Tract: 011412 Block: 2001
Future Landuse	R-9
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Benefit District	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHWEST
ROW/Transportation Impact Fee	ZONE 1
Wind Borne Debris Area	140 MPH Area
Competitive Sites	NO
Redevelopment Area	NO

Folio: 3566.0000



February 2, 2023



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Hillsborough County Florida

**Folio: 3566.0000**  
**PIN: U-11-28-17-ZZZ-000000-27990.0**  
**RADIANT GROUP LLC**  
**Mailing Address:**  
 1320 E 9TH AVE STE 211  
 TAMPA, FL 33605-3602  
**Site Address:**  
 0 CITRUS PARK LN  
 TAMPA, FL 33625  
**SEC-TWN-RNG: 11-28-17**  
**Acreage: 1.50509**  
**Market Value: \$511,054.00**  
**Landuse Code: 1000 VACANT COMM.**

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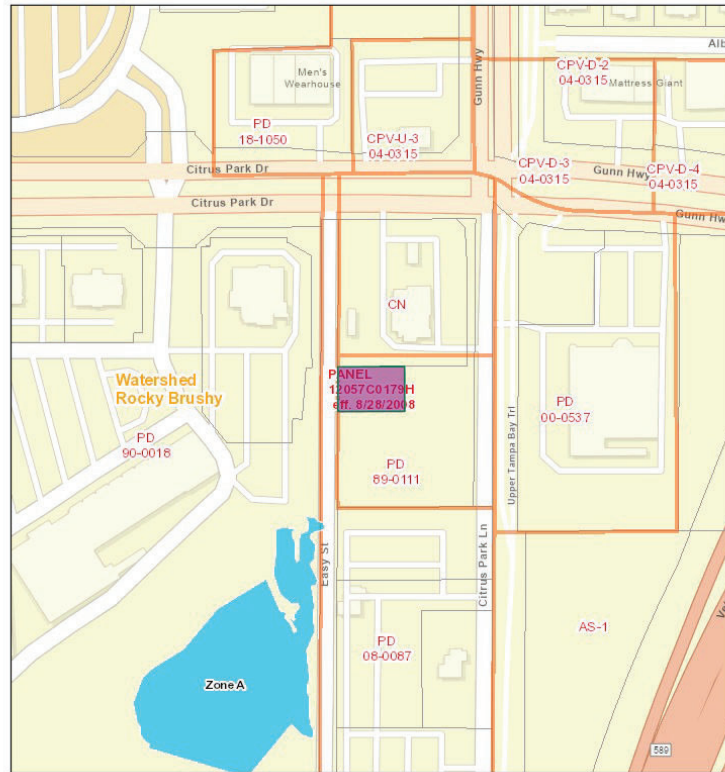
23-0142



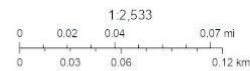
# PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	89-0111
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0179H
FIRM Panel	12057C0179H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120180F
County Wide Planning Area	Northwest Hillsborough
Community Base Planning Area	Northwest Hillsborough
Planned Development	PD
Re-zoning	null
Census Data	Tract: 011412 Block: 2001
Future Landuse	R-9
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Benefit District	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHWEST
ROW/Transportation Impact Fee	ZONE 1
Wind Borne Debris Area	140 MPH Area
Competitive Sites	NO
Redevelopment Area	NO

Folio: 3566.0015



February 2, 2023



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Hillsborough County Florida

Folio: 3566.0015  
PIN: U-11-28-17-ZZZ-000000-28000.1

RADIANT GROUP LLC

Mailing Address:

ATTN DIRECTOR US LEGAL DEPT #091 4C 009-187

1 MCDONALDS DR

OAK BROOK, IL 60523-1911

Site Address:

0

, FL

SEC-TWN-RNG: 11-28-17

Acreage: 0.25758901

Market Value: \$261,219.00

Landuse Code: 1000 VACANT COMM.

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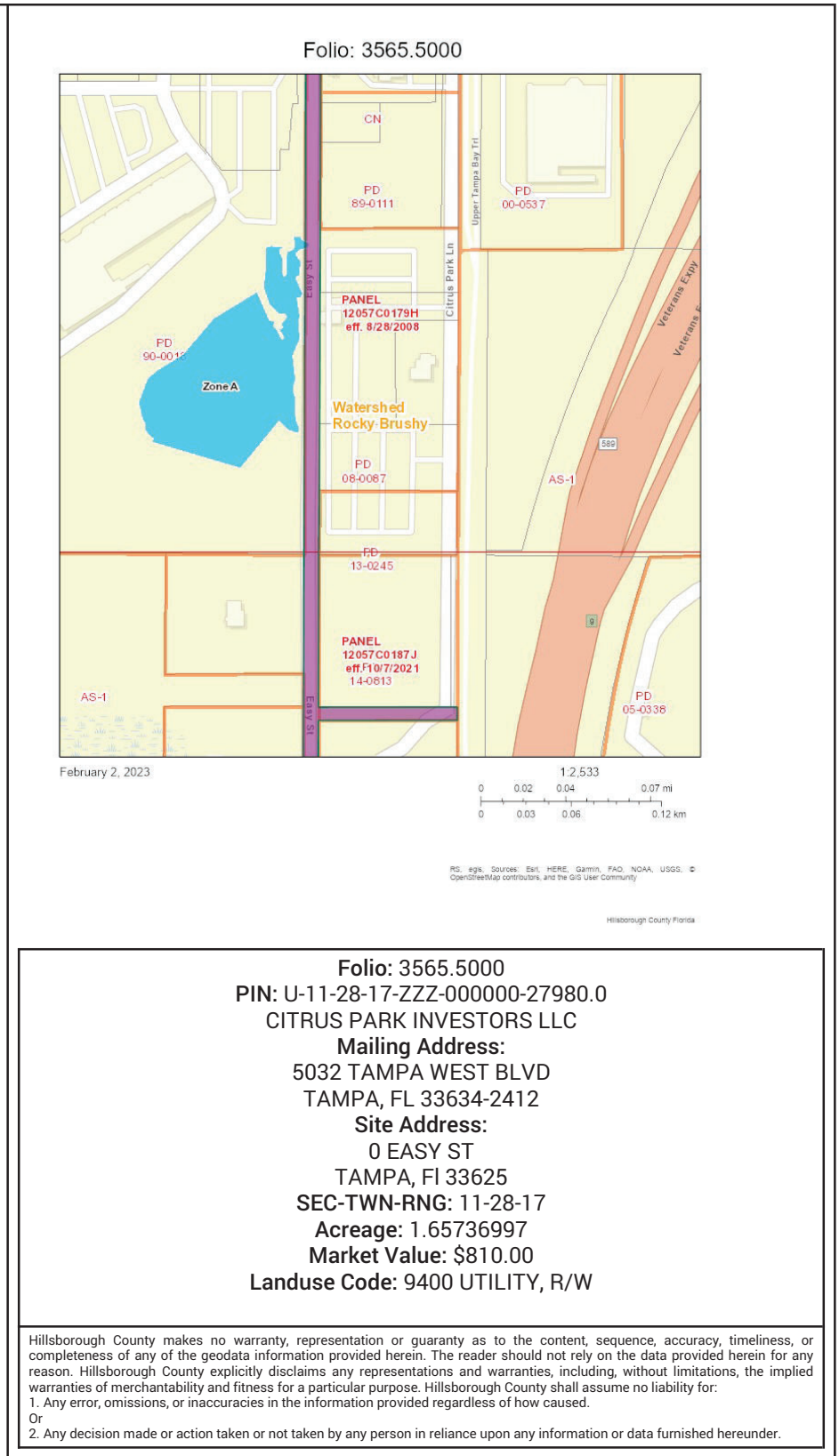
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23-0142



# PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	89-0111
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	08-0087
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	14-0813
Flood Zone:A	
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0179H
FIRM Panel	12057C0179H
Suffix	H
Effective Date	Thu Aug 28 2008
FIRM Panel	0187H
FIRM Panel	12057C0187H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120190D
County Wide Planning Area	Northwest Hillsborough
Community Base Planning Area	Northwest Hillsborough
Planned Development	PD
Re-zoning	null
Planned Development	PD
Re-zoning	null
Personal Appearances	13-0456
Census Data	Tract: 011412 Block: 2001
Future Landuse	R-9
Future Landuse	UMU-20
Future Landuse	R-9
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Benefit District	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHWEST
ROW/Transportation Impact Fee	ZONE 1
Wind Borne Debris Area	140 MPH Area
Competitive Sites	NO
Redevelopment Area	NO

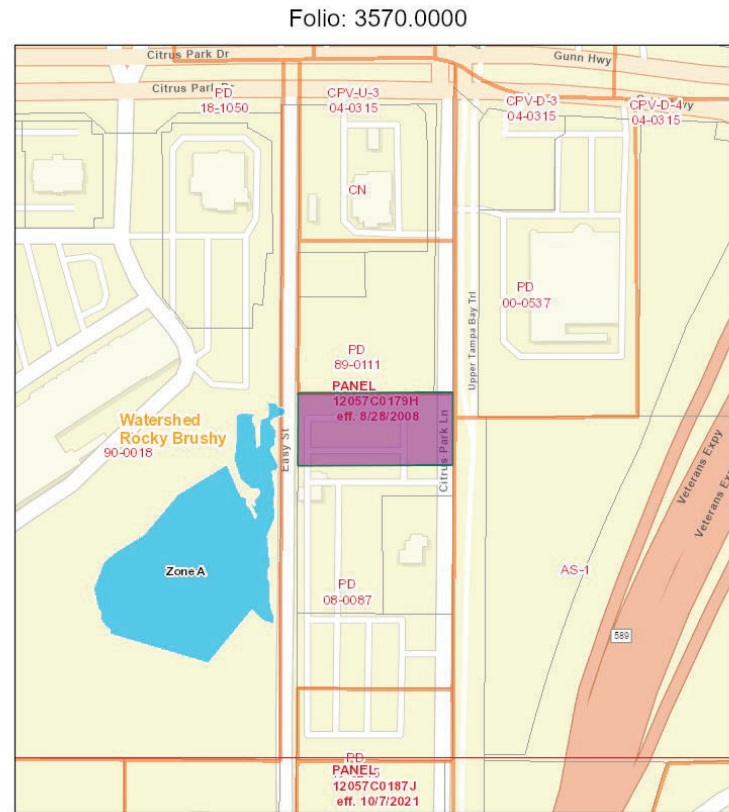


23-0142



# PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	08-0087
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0179H
FIRM Panel	12057C0179H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120180F
County Wide Planning Area	Northwest Hillsborough
Community Base Planning Area	Northwest Hillsborough
Planned Development	PD
Re-zoning	null
Personal Appearances	13-0456
Census Data	Tract: 011412 Block: 2001
Future Landuse	R-9
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Benefit District	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHWEST
ROW/Transportation Impact Fee	ZONE 1
Wind Borne Debris Area	140 MPH Area
Competitive Sites	NO
Redevelopment Area	NO



February 2, 2023

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Hillsborough County Florida

**Folio: 3570.0000**  
**PIN: U-11-28-17-ZZZ-000000-28030.0**  
**CITRUS PARK INVESTORS LLC**  
**Mailing Address:**  
 5032 TAMPA WEST BLVD  
 TAMPA, FL 33634-2412  
**Site Address:**  
 12802 CITRUS PARK LN  
 TAMPA, FL 33625  
**SEC-TWN-RNG: 11-28-17**  
**Acreage: 0.96950901**  
**Market Value: \$49,947.00**  
**Landuse Code: 2800 COMM./OFFICE**

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## 23-0142



# PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	08-0087
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0179H
FIRM Panel	12057C0179H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120180F
County Wide Planning Area	Northwest Hillsborough
Community Base Planning Area	Northwest Hillsborough
Planned Development	PD
Re-zoning	null
Personal Appearances	13-0456
Census Data	Tract: 011412 Block: 2001
Future Landuse	R-9
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Benefit District	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHWEST
ROW/Transportation Impact Fee	ZONE 1
Wind Borne Debris Area	140 MPH Area
Competitive Sites	NO
Redevelopment Area	NO

Folio: 3570.0150



February 2, 2023

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Hillsborough County Florida

**Folio: 3570.0150**  
**PIN: U-11-28-17-ZZZ-000000-28040.1**  
**CITRUS PARK INVESTORS LLC**  
**Mailing Address:**  
 5032 TAMPA WEST BLVD  
 TAMPA, FL 33634-2412  
**Site Address:**  
 0 CITRUS PARK LN  
 TAMPA, FL 33625  
**SEC-TWN-RNG: 11-28-17**  
**Acreage: 1.27134001**  
**Market Value: \$125,374.00**  
**Landuse Code: 2800 COMM./OFFICE**

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23-0142





# PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	08-0087
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0179H
FIRM Panel	12057C0179H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120180F
County Wide Planning Area	Northwest Hillsborough
Community Base Planning Area	Northwest Hillsborough
Planned Development	PD
Re-zoning	null
Personal Appearances	13-0456
Census Data	Tract: 011412 Block: 2001
Future Landuse	R-9
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Benefit District	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHWEST
ROW/Transportation Impact Fee	ZONE 1
Wind Borne Debris Area	140 MPH Area
Competitive Sites	NO
Redevelopment Area	NO

Folio: 3570.0300



February 2, 2023

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Hillsborough County Florida

**Folio: 3570.0300**  
**PIN: U-11-28-17-ZZZ-000000-28060.0**  
**CITRUS PARK INVESTORS LLC**  
**Mailing Address:**  
 5032 TAMPA WEST BLVD  
 TAMPA, FL 33634-2412  
**Site Address:**  
 0 CITRUS PARK LN  
 TAMPA, FL 33625  
**SEC-TWN-RNG: 11-28-17**  
**Acreage: 0.99551499**  
**Market Value: \$72,171.00**  
**Landuse Code: 2800 COMM./OFFICE**

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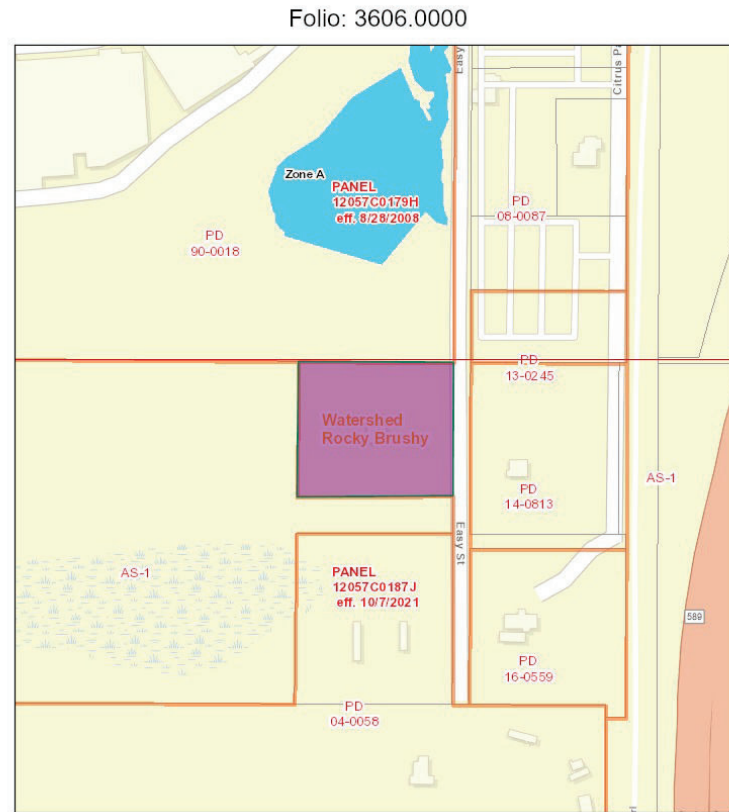
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23-0142



# PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	08-0087
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0187H
FIRM Panel	12057C0187H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120190D
County Wide Planning Area	Northwest Hillsborough
Community Base Planning Area	Northwest Hillsborough
Planned Development	PD
Re-zoning	null
Personal Appearances	13-0456
Census Data	Tract: 011412 Block: 2001
Future Landuse	UMU-20
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Benefit District	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHWEST
ROW/Transportation Impact Fee	ZONE 1
Wind Borne Debris Area	140 MPH Area
Competitive Sites	NO
Redevelopment Area	NO



February 2, 2023

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Hillsborough County Florida

**Folio: 3606.0000**  
**PIN: U-11-28-17-ZZZ-000000-28540.0**  
**CITRUS PARK INVESTORS LLC**  
**Mailing Address:**  
 5032 TAMPA WEST BLVD  
 TAMPA, FL 33634-2412  
**Site Address:**  
 12820 EASY ST  
 TAMPA, FL 33625  
**SEC-TWN-RNG: 11-28-17**  
**Acreage: 1.80132997**  
**Market Value: \$1,350.00**  
**Landuse Code: 1000 VACANT COMM.**

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23-0142