

DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF GREENWAYS AND TRAILS

**APPLICATION FOR DESIGNATION
OF PRIVATE LANDS OR WATERWAYS
AS PART OF THE FLORIDA GREENWAYS AND TRAILS SYSTEM**

PROJECT ELIGIBILITY

Private lands and waterways located within the state may be designated by the Department as components of the Florida Greenways and Trails System upon compliance with the requirements of Section 62S-1.450, F.A.C.

CONSENT OF LANDOWNER REQUIRED

Section 260.014, Florida Statutes, provides that "no lands or waterways may be designated as a part of the statewide system of greenways and trails without the specific written consent of the landowner." Furthermore, if public access is contemplated for any portion of the project, both the owner(s) and the proposed managing entity must provide the Department with written authorization detailing the public access permitted on the project. Accordingly, the sponsor of each project proposed for designation is strongly encouraged to communicate and collaborate with all potentially affected landowners and land managers throughout all stages of the designation process.

GENERAL INSTRUCTIONS

1. All responses on the Application must be typed or legibly printed. If a particular item does not apply to the project, the proper response is "Not Applicable." Do not leave a response area blank.
2. If additional space is needed for a response, check the box on the Application form to indicate that additional sheets(s) are attached, and identify the information contained within each additional sheet by noting the Application item number to which it relates.
3. All "Required Attachments" listed in the next section of the instructions must be attached to and submitted with the Application.
4. Applicants must submit an original Application, one (1) original of each Required Attachment and any other supporting documentation.

GENERAL INSTRUCTIONS

[continued]

5. Do not fax any portion of the Application or attachments to the Office of Greenways and Trails. All faxed information received that relates to a pending application will not be accepted.
6. Applications, together with supporting attachments and documentation, must be mailed or delivered to the following address:

Office of Greenways and Trails
Department of Environmental Protection
3900 Commonwealth Blvd., Mail Station 795
Tallahassee, FL 32399-3000

REQUIRED ATTACHMENTS

The following items must be attached to the Application at the time of submittal:

- A. An "Owner Consent," DEP Form #OGT-7, effective July 10, 2003, signed by each record title owner of the property proposed for designation.
- B. A "Management Certificate," DEP Form #OGT-8, effective July 10, 2003, signed by the managing entity of the property proposed for designation.
- C. Photographs of various sites and features within the project that show typical landscape characteristics, labeled with location and orientation and cross-referenced to the location map described in the following paragraph.
- D. An accurate location map of sufficient scale and detail to clearly delineate all project property boundaries in relation to other area greenways or trails, county roadways, major topographic features (such as rivers, lakes and power lines) and local government boundaries (if any). The location map must state the length of trails and total project acreage, and should indicate points of interest or special features. When the project provides for public access to existing or proposed trails, the location map must identify the trail alignment, public access points, trailheads and facilities to accommodate the proposed types of public uses over the extent of the trails.

APPLICATION FOR DESIGNATION OF PRIVATE LANDS OR WATERWAYS

RETURN TO: OFFICE OF GREENWAYS AND TRAILS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
3900 COMMONWEALTH BLVD., MAIL STATION 795
TALLAHASSEE, FLORIDA 32399-3000

PROJECT NAME: Upper Tampa Bay Trail Access and Parking Easements

COUNTY(IES): Hillsborough

APPLICANT: Hillsborough County

(Check one) ☐ OWNER OF PROPERTY ☒ MANAGING ENTITY ☐ SPONSOR OF PROJECT

ADDRESS: 601 E. Kennedy Boulevard

Tampa, FL 33602

CONTACT: Forest Turbiville, Director, Conservation and Environmental Lands Management Dept.

TELEPHONE: (813) 272-6573

FACSIMILE: (813) 672-7880

SIGNATURES(S):

Hillsborough County

[Name of Applicant]

[Name of Applicant, if more than one]

By: 

By: _____

Print Name: John F. Turbiville, Jr.

Print Name: _____

Title: Director, CELM Department

Title: _____

Date: 07/05/2018

Date: _____

I. OWNERSHIP OF LANDS AND WATERWAYS

Identify all owners of the private lands or waterways proposed for designation:

Owner Name:

Westchase Medical Holdings, LLC

Address:

201 North Franklin Street, Suite 2000, Tampa, FL, 33602

☐ Check if separate sheet attached and label the additional information "Item I."

II. MANAGING ENTITY FOR PRIVATE LANDS AND WATERWAYS

Identify the Managing Entity for the private lands or waterways proposed for designation:

Name of Managing Entity:

Address:

Hillsborough County

601 E. Kennedy Boulevard, Tampa, FL, 33602

☐ Check if separate sheet attached and label the additional information "Item II."

III. PROJECT DESCRIPTION

Provide a general narrative description of the physical, biological, archaeological, cultural and historical characteristics of the private lands or waterways proposed for designation:

Per the attached Upper Tampa Bay Trail access and parking easement agreements between Hillsborough County (County) and Westchase Medical Holdings, LLC (Westchase Medical), the County is required to pursue actions to satisfy the requirements for providing Westchase Medical with statutory indemnification for use by the County, its employees, agents, contractors and the general public (i.e. trail users) pursuant to Section 260.0125, Florida Statutes.

Designated parking and trail access areas are provided in each agreement under Exhibit B-1, Designated Parking And Trail Access Area, and Exhibit B-1, Access Easement.

All trail parking/access is within an existing parking lot owned by Westchase Medical. This parking lot is located adjacent to the County's Upper Tampa Bay Trail.

☒ Check if separate sheet attached and label the additional information "Item III."

IV. SUPPORTING DOCUMENTATION

Provide a summary of the documentary, photographic or other information available to confirm descriptions provided in Section III above, and state whether field verification has been conducted to document any or all of the characteristics described:

Photographs of the proposed parking area are attached.

☒ Check if separate sheet attached and label the additional information "Item IV."

V. PROTECTION AND ENHANCEMENT OF RESOURCES

Explain the manner in which the project will protect and/or enhance the natural, recreational, cultural or historic resources located within its boundaries:

The additional parking on land owned by Westchase Medical will provide the general public a convenient and safe way to access the adjacent Upper Tampa Bay Trail for a variety of recreational uses.

☐ Check if separate sheet attached and label the additional information "Item V."

VI. OPEN SPACE FEATURES OR CONNECTIONS

Describe how the project either provides linear open space or a hub or a site, or promotes connectivity between or among conservation lands, communities, parks, other recreational facilities, cultural sites or historic sites:

The additional parking on land owned by Westchase Medical will provide the general public a convenient and safe way to access the adjacent Upper Tampa Bay Trail for a variety of recreational uses. These uses include biking, walking/jogging, and roller-blading. The 11-mile long trail connects the communities of Town n' Country, Citrus Park, Keystone and Odessa.

☐ Check if separate sheet attached and label the additional information "Item VI."

END OF APPLICATION

ITEM III

PREPARED BY AND RETURN TO:

Hillsborough County Real Estate and
Facilities Services Department
Attn: Kurt G. Gremley, ELAPP Acquisition Manager
PO Box 1110
Tampa, FL 33601

INSTRUMENT#: 2018258851, O BK 25877
PG 1733-1748 06/29/2018 at 08:06:54 AM,
DOC TAX PD(F.S.201.02) \$0.70 DEPUTY
CLERK: SWALKER Pat Frank, Clerk of the
Circuit Court Hillsborough County

(Space Above For Recorder's Use)

COUNTY NON-EXCLUSIVE TRAIL PARKING EASEMENT AGREEMENT

THIS COUNTY NON-EXCLUSIVE TRAIL PARKING EASEMENT AGREEMENT (the "Parking Easement Agreement") is entered into the 26th day of June, 2018 by and between WESTCHASE MEDICAL HOLDINGS, LLC, a Florida limited liability company (hereinafter referred to as "Grantor"), whose address is c/o 201 North Franklin Street, Suite 2000, Tampa, Florida 33602, and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Grantee"), whose mailing address is PO Box 1110, Tampa, Florida 33601.

WITNESSETH

WHEREAS, Grantor, Grantee and Citrus Park Investors, LLC, a Florida limited liability company, have entered into an unrecorded Easement Conveyance Agreement dated OCTOBER 4, 2017, wherein each party has agreed to grant certain easements to the other party; and

WHEREAS, the Easement Conveyance Agreement provides for Grantor to grant a non-exclusive easement to Grantee for parking by the general public over a portion of the land owned by Grantor more particularly described in Exhibit "B" attached hereto (the "Westchase Property"), said portion which shall be subject to this Parking Easement Agreement being the twelve (12) parking spaces shown on the sketch attached hereto as Exhibit "B-1" (the "Designated Parking"), to serve the land owned by the Grantee described in Exhibit "A" (the "County Land") and the Upper Tampa Bay Trail (the "Trail"), together with the right to cross the Westchase Property between the Designated Parking and the Trail (the "Trail Access Area" as identified in Exhibit "B-1"), subject to the conditions detailed in Exhibit "C" (the "Parking Easement Conditions") attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to Grantor, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a non-exclusive parking easement for shared use with the general public of the Designated Parking and non-exclusive use of the Trail Access Area as depicted on Exhibit "B", subject to the Parking Easement Conditions.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns.

All Exhibits attached to this Parking Easement Agreement are incorporated herein by reference and made a part of this instrument as if fully set forth in the text hereof.

(Signatures on following pages)

42701/0001 #5913027 v5
10/3/2017

Page 1 of 14

APPROVED
Board of County Commissioners
Date 10/4/2017
Real Estate & Facilities
Services Department

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Parking Easement Agreement on the day(s) and year set forth below.

Signed, sealed and delivered
in the presence of:

GRANTOR:

WESTCHASE MEDICAL HOLDINGS, LLC,
a Florida limited liability company

[Signature]
Print Name: Kevin Jenkins
[Signature]
Print Name: Ryan Whettenmore

By: [Signature]
Name: A. Trey Irawesa
Title: Managing Member
Date: October 4, 2017

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 4 day of October, 2017, by A. Trey Irawesa as Managing Member of WESTCHASE MEDICAL HOLDINGS, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced known to me as identification.

[Signature]
Print Name: Cheryl Sparks
Notary Public
My Commission Expires: October 10, 2017

(NOTARIAL SEAL)

(Signatures continue on following page)





ATTEST:

PAT FRANK
CLERK OF THE CIRCUIT COURT

HILLSBOROUGH COUNTY,
a political subdivision of the State of Florida

By: Sharon Sweet Grant
Deputy Clerk

By: Sandra L. Murman
Chairman of the Board of County Commissioners

Print Name: Sharon Sweet Grant

Print Name: SANDRA L. MURMAN

Date: 6/26/18

Approved as to Form and Legal Sufficiency

BOCC Document No: 18-0726

By: Susan J. Fernandez
Susan J. Fernandez
Chief Assistant County Attorney

EXHIBIT "A"
Legal Description of County Land

LEGAL DESCRIPTION:

(O.R. 9069, PG. 1536)

That portion of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 being an aliquot of Section 11, Township 28 South, Range 17 East, Hillsborough County Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence S 89° 17' 49" E, along the North line of said aliquot part a distance of 361.91 feet; thence S 00° 37' 33" W 79.93 feet to a point lying on the existing South maintained right-of-way line of Gunn Highway for the POINT OF BEGINNING.

From said POINT OF BEGINNING thence continue S 00° 37' 33" W 580.28 feet; thence S 89° 20' 16" E 21.51 feet to a point lying on the Westerly limited access right-of-way boundary of State Road 589 (Veteran's Expressway, State Project Number 97102-2304); thence Southerly along said Westerly limited access right-of-way boundary the following three courses: S 21° 50' 00" W 59.45 feet to a point lying on a non-tangent curve concave to the Southeast; thence Southwesterly along said curve with a radius of 2929.79 feet, through a central angle of 12° 18' 48", for an arc length of 629.64 feet (the chord of said arc bearing S 20° 49' 15" W 628.42 feet); thence leaving said curve N 89° 22' 43" W 93.76 feet; thence leaving said limited access right-of-way boundary N 00° 34' 21" E 645.44 feet; thence S 89° 20' 16" E 281.30 feet; thence N 00° 37' 33" E 581.68 feet to a point lying on the aforementioned existing South maintained right-of-way line of Gunn Highway; thence S 86° 39' 33" E along said maintained right-of-way line a distance of 30.03 feet to the POINT OF BEGINNING.

Containing 3.390 acres, more or less.

LESS (PORTION OF A REAL PROPERTY EXCHANGE PER O.R. 10314, PG. 916)

A portion of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 11, Township 28 South, Range 17 East, Hillsborough County, Florida, also being a portion of the lands described in deed recorded in Official Records Book 6689, Page 0691, of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commencing at the East 1/4 corner of Section 11, Township 28 South, Range 17 East, thence North 00°46'20" East, along the East boundary of said Section 11, a distance of 1167.14 feet to the centerline of construction as shown on the right-of-way plans Project No. 89-76-R Hillsborough County; thence North 81°27'54" West, along said centerline, a distance of 969.84 feet to the beginning of a curve, concave southerly, having a radius of 2291.83 feet and a central angle of 00°52'50"; thence westerly along the arc of said curve to the left, a distance of 35.22 feet, said arc subtended by a chord which bears North 81°54'19" West, a distance of 35.22 feet to the Westerly boundary line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence South 00°37'45" West along said Westerly boundary line, a distance of 68.52 feet to a point on the arc of a non-tangent circular curve, concave to the southwest, said point also on the Southerly right-of-way line of Gunn Highway and the POINT OF BEGINNING of the herein described parcel; thence continue along said Southerly right-of-way line, also along the arc of said curve having a radius of 2428.79 feet, a central angle of 00°36'31", an arc length of 25.80 feet, the chord for which bears South 81°46'09" East, a chord distance of 25.80 feet to the point of tangency; thence continue along said Southerly right-of-way line, South 81°27'54" East, a distance of 4.47 feet; thence departing said Southerly right-of-way line, South 00°37'45" West, a distance of 572.01 feet; thence North 89°26'35" West, a distance of 30.00 feet to a point on the Westerly boundary line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence North 00°37'45" East, along said Westerly boundary line, a distance of 576.06 feet to the POINT OF BEGINNING.

Containing 17,222.0 square feet or 0.395 acres, more or less.

42701/0001 #5913027 v5
10/3/2017

SECTION 11, HILL

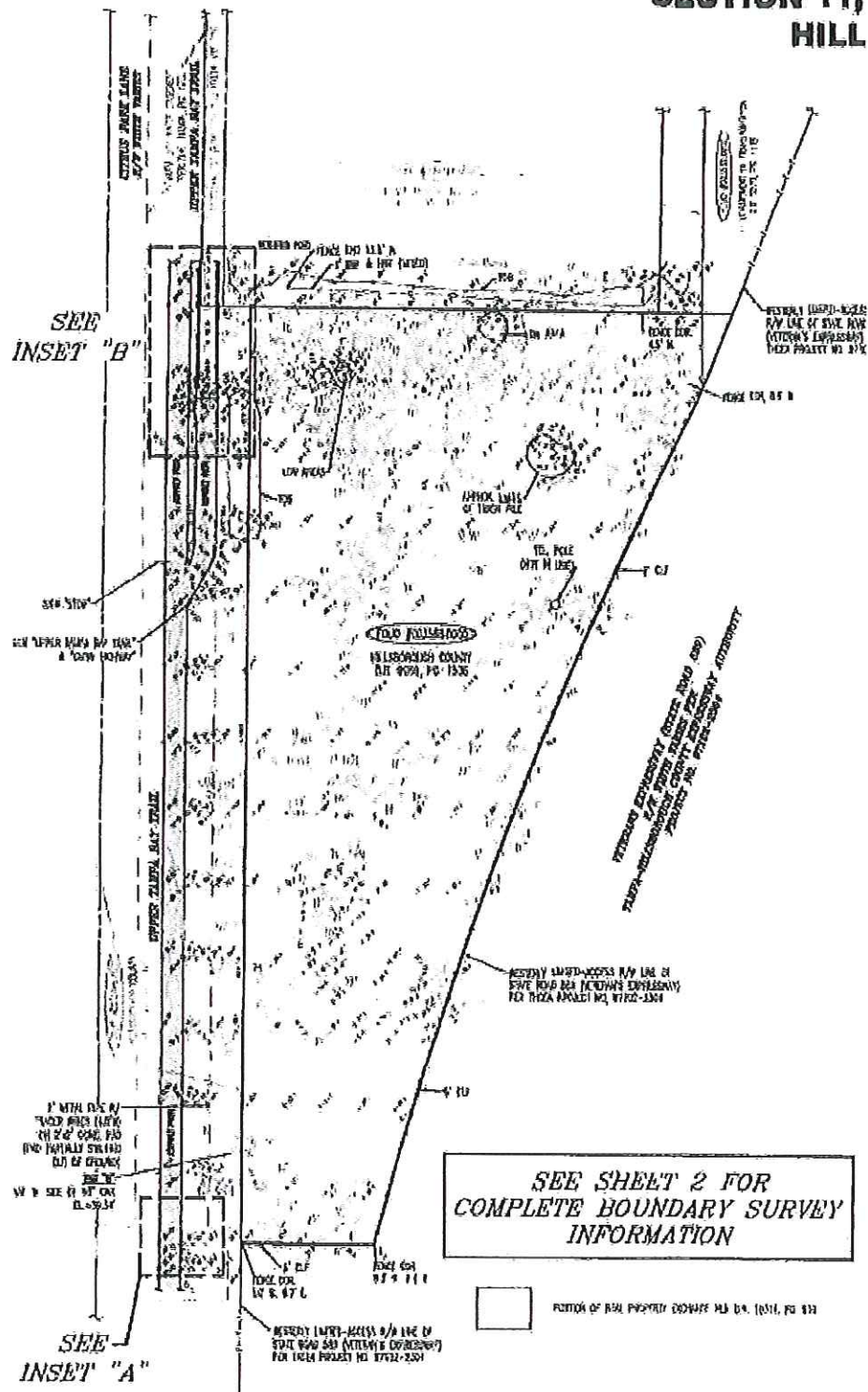


EXHIBIT B
WESTCHASE PROPERTY

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

Commencing at the East 1/4 corner of Section 11, Township 28 South, Range 17 East, thence North 00° 46' 20" East, along the East boundary of said Section 11, a distance of 1167.14 feet to the centerline of construction as shown on the Right-of-Way plans Project No. 89-76-R Hillsborough County; thence North 81° 27' 54" West, along said centerline, a distance of 969.84 feet to the beginning of a curve, concave Southerly, having a radius of 2291.83 feet and a central angle of 00° 52' 50"; thence Westerly along the arc of said curve to the left, a distance of 35.22 feet, said arc subtended by a chord which bears North 81° 54' 19" West, a distance of 35.22 feet to the Easterly boundary line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence South 00° 37' 45" West along said Easterly boundary line, a distance of 68.52 feet to the Southerly right-of-way line of Gunn Highway and the Point of Beginning of the herein described parcel; thence along said Southerly right-of-way line, also along the arc of a curve to the right having a radius of 2428.79 feet, an arc length of 25.80 feet, a central angle of 00° 36' 31" the chord for which bears South 81° 46' 05" East, a chord distance of 25.80 feet to the point of tangency; thence continue along said Southerly right-of-way line, South 81° 27' 54" East, a distance of 4.47 feet; thence departing said Southerly right-of-way line, South 00° 37' 45" West, a distance of 572.01 feet; thence North 89° 26' 35" West, a distance of 331.87 feet to a point 30.00 feet East of the West boundary of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence along said line 30.00 feet East of and parallel with said West boundary, North 00° 34' 54" East, a distance of 540.13 feet; thence North 34° 49' 04" East, a distance of 65.27 feet to a point on the Southerly right-of-way line of Gunn Highway also on the arc of a non-tangent circular curve concave to the Northeast; thence along said Southerly right-of-way, also along the arc of said curve having a radius of 233.00 feet, a central angle of 17° 50' 14", an arc length of 72.54 feet the chord for which bears South 79° 12' 09" East, a chord distance of 72.24 feet to the point of tangency; thence continue along said Southerly right-of-way line South 88° 02' 50" East, a distance of 190.31 feet to the point of curvature of a tangent circular concave to the South, thence continue along said Southerly right-of-way line, also along the arc of said curve, having a radius of 2428.79 feet, a central angle of 00° 06' 03", an arc length of 4.27 feet the chord for which bears South 82° 10' 04" East, a chord distance of 4.27 feet to the Point of Beginning

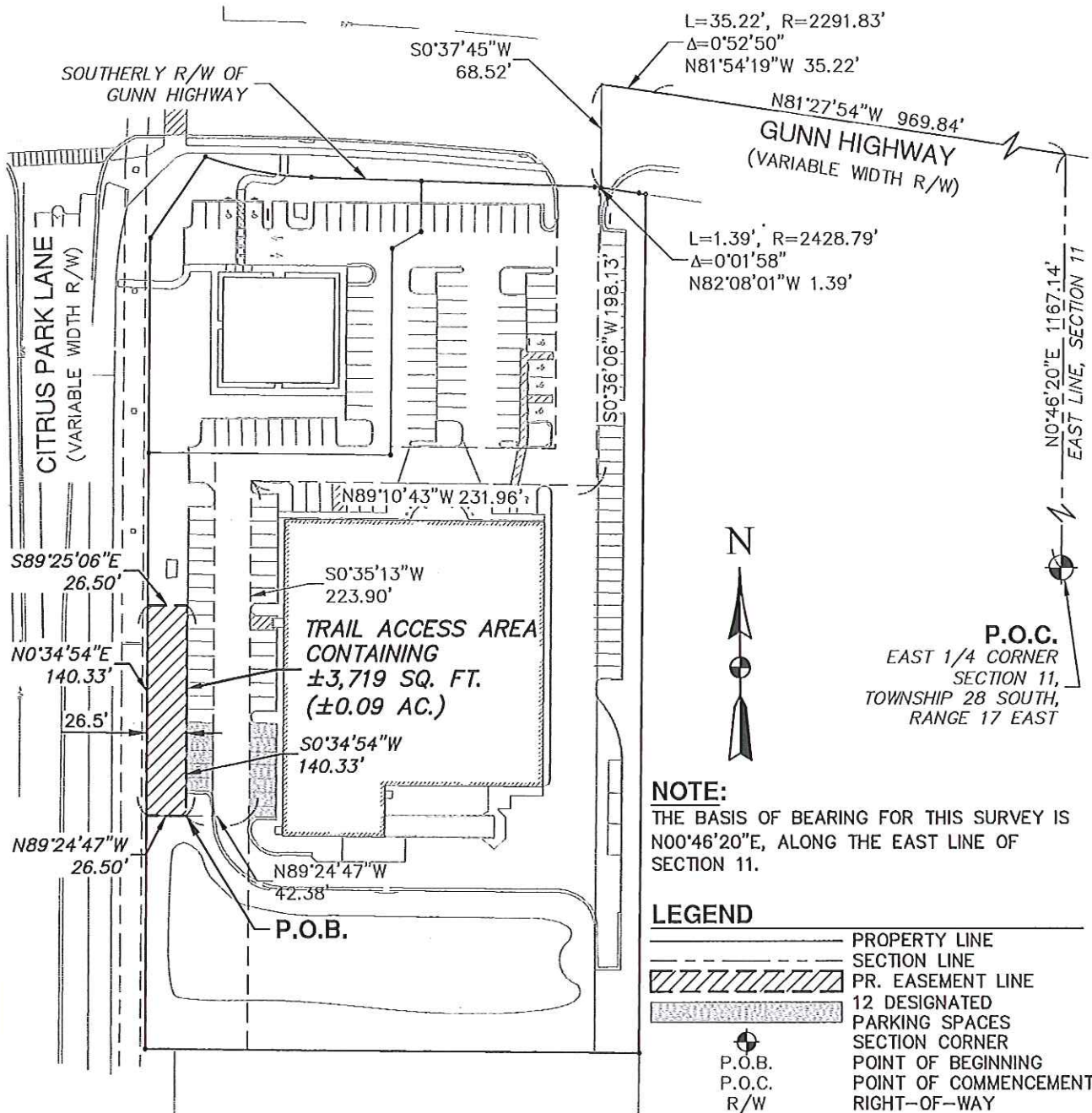
Less and except that portion conveyed to National Net-Leased Properties, LLC, a Florida limited liability company by Special Warranty Deed recorded in Book 24414, Page 1790, more particularly described as follows:

Commencing at the East 1/4 corner of Section 11, Township 28 South, Range 17 East, thence North 00°46'20" East, along the East boundary of said Section 11, a distance of 1167.14 feet to the centerline of construction as shown on the right-of-way plans Project No. 89-76-R, Hillsborough County, Florida; thence North 81°27'54" West, along said centerline, a distance of

969.84 feet to the beginning of a curve, concave Southerly, having a radius of 2291.83 feet and a central angle of $00^{\circ}52'50''$; thence Westerly along the arc of said curve to the left, a distance of 35.22 feet, said arc subtended by a chord which bears North $81^{\circ}54'19''$ West, a distance of 35.22 feet to the Easterly boundary line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence South $00^{\circ}37'45''$ West along said Easterly boundary line, a distance of 68.52 feet to the Southerly right-of-way line of Gunn Highway; thence along said Southerly right-of-way line, also along the arc of a curve, concave to the South, having a radius of 2428.79 feet, a central angle of $00^{\circ}06'03''$, an arc length of 4.27 feet the chord for which bears North $82^{\circ}10'04''$ West, a chord distance of 4.27 feet to the point of tangency; thence continue along said Southerly right-of-way line, North $88^{\circ}02'50''$ West, a distance of 116.39 feet to the POINT OF BEGINNING; thence, departing said Southerly right-of-way line, South $00^{\circ}34'54''$ West, a distance of 33.44 feet; thence South $59^{\circ}48'22''$ West a distance of 22.35 feet; thence South $00^{\circ}34'54''$ West a distance of 137.36 feet; thence North $89^{\circ}25'06''$ West a distance of 162.50 feet to a point 30.00 feet East of the West boundary of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence along said line 30.00 feet East of and parallel with said West boundary, North $00^{\circ}34'54''$ East, a distance of 142.95 feet; thence North $34^{\circ}49'04''$ East, a distance of 65.27 feet to a point on the Southerly right-of-way line of Gunn Highway also on the arc of a non-tangent circular curve concave to the Northeast; thence along said Southerly right-of-way, also along the arc of said curve, having a radius of 233.00 feet, a central angle of $17^{\circ}50'14''$, an arc length of 72.54 feet the chord for which bears South $79^{\circ}12'09''$ East, a chord distance of 72.24 feet to the point of tangency; thence, continue along said Southerly right-of-way line, South $88^{\circ}02'50''$ East a distance of 73.92 feet to the POINT OF BEGINNING.

EXHIBIT "B-1"

DESIGNATED PARKING AND TRAIL ACCESS AREA



SECTION: 11

T28S - R17E

COMMUNITY: CITRUS PARK

COUNTY: HILLSBOROUGH

STATE: FLORIDA

0' 50' 100'

SCALE: 1" = 100'

CLIENT:

FORT BROOKE MERCHANT PARTNERS

PROJECT:

DESIGNATED PARKING &
TRAIL ACCESS AREA**METRO CONSULTING ASSOCIATES**

Relationships | Reputation | Results

21748 State Road 54, Suite 101

Lutz, Florida 33549

800.525.6016 www.metroca.net Certificate of Authorization #LB8153

JOB: 1051-16-7610A

DATE: 06/08/2018

REV.: 06/14/2018

REV.: --

BOOK/CREW: --

DRAWN BY: TR

CHECK BY: TM

SHEET: 1 OF 2

EXHIBIT "B-1"


TRAIL ACCESS AREA DESCRIPTION:

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

Commencing at the East One-Quarter Corner of Section 11, Township 28 South, Range 17 East, thence N00°46'20"E 1167.14 feet, along the East line of said Section 11 to the centerline of Gunn Highway (Variable Width); thence N81°27'54"W 969.84 feet along said centerline of Gunn Highway; thence 35.22 feet along the arc of a 2291.83 foot radius circular curve to the right, with a central angle of 00°52'50", having a chord which bears N81°54'19"W 35.22 feet; thence S00°37'45"W 68.52 feet to the Southerly Right-of-Way line of said Gunn Highway; thence along said Southerly Right-of-Way line 1.39 feet along the arc of a 2428.79 foot radius circular curve to the left, with a central angle of 00°01'58", having a chord which bears N82°08'01"W 1.39 feet; thence S00°36'06"W 198.13 feet; thence N89°10'43"W 231.96 feet; thence S00°35'13"W 223.90 feet; thence N89°24'47"W 42.38 feet to the POINT OF BEGINNING; thence continuing N89°24'47"W 26.50 feet to a point on the West line of Grantor's land; thence N00°34'54"E 140.33 feet along said West line of Grantor's land; thence S89°25'06"E 26.50 feet; thence S00°34'54"W 140.33 feet to the POINT OF BEGINNING, containing 0.09 acres of land, more or less.

NOTES:

1. THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL (IF AUTHORIZED) SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TREVOR A. MCMANN, LS7089 ON JUNE 13, 2018.
3. I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED UNDER MY DIRECTION AND THAT THIS SURVEY IS CLASSIFIED AS A "SPECIAL PURPOSE SURVEY" (TYPE OF SURVEY) AS DEFINED IN PARAGRAPH 5J-17.050(10)(J) FLORIDA ADMINISTRATIVE CODE (F.A.C.). THIS SURVEY MEETS THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH IN 5J-17.051 (F.A.C.), 5J-17.052 (F.A.C.), AND 5J-17.053 (F.A.C.) PURSUANT TO SECTION 472.027 FLORIDA STATUTES.


Trevor A. McMann, PS
Professional Surveyor No. LS7089
TMcMann@MetroCA.net

Dated: 06/14/2018



SECTION: 11	CLIENT:	JOB: 1051-16-7610A
T28S - R17E	FORT BROOKE MERCHANT PARTNERS	DATE: 06/08/2018
COMMUNITY: CITRUS PARK	PROJECT: DESIGNATED PARKING &	REV.: 06/14/2018
COUNTY: HILLSBOROUGH	TRAIL ACCESS AREA	REV.: --
STATE: FLORIDA	 METRO CONSULTING ASSOCIATES	BOOK/CREW: --
	Relationships Reputation Results	DRAWN BY: TR
	21748 State Road 54, Suite 101	CHECK BY: TM
	Lutz, Florida 33549	SHEET: 2 OF 2
	800.525.6016 www.metroca.net Certificate of Authorization #LB8153	

EXHIBIT "C"

Parking Easement Special Conditions

USE AND MAINTENANCE OF DESIGNATED PARKING AND THE TRAIL ACCESS AREA

1. Grantor acknowledges and affirms that Grantor is responsible for all maintenance of the improvements located in the Designated Parking and the Trail Access Area. Any maintenance within the Designated Parking or Trail Access Area by Grantee is at the sole discretion of Grantee, after written notice to Grantor at least thirty (30) days prior to commencing any maintenance, without any further commitment to any future maintenance, provided Grantee shall indemnify and hold harmless Grantor from any claims, liens, damages, causes of action and costs (including reasonable attorneys' fees and costs) arising out of any such maintenance.
2. Grantee, at its sole cost, will:
 - (a) Post signs in the landscaped areas adjacent to the Designated Parking with text similar to that provided in Exhibit "C-1" attached hereto, to notify the general public of the availability and conditions for use of the Designated Parking.
 - (b) Post signs on the ramp associated with the Trail west of the Designated Parking with text similar to that provided in Exhibit "C-2" attached hereto, directing the public to the north for purposes of accessing the Trail.
3. Prior to any modification of the landscaping within the Trail Access Area, Grantor will submit a sketch showing the proposed landscaping modifications to Grantee for Grantee's approval, which approval shall not be unreasonably withheld, unless in the opinion of Grantee the landscape modification will adversely impact access to the Trail from the Designated Parking.
4. If the Designated Parking will not be available for a period in excess of thirty (30) days due to construction or other similar activity on the Westchase Property, then no later than fifteen (15) days after the Designated Parking becomes unavailable, Grantor will provide Grantee with temporary designated parking spaces to replace the Designated Parking, and Grantor will relocate the signage referenced above.
5. Grantor shall have the right to relocate the Designated Parking and the Trail Access Area provided reasonably located alternate parking and Trail access is provided.
6. As a condition for the use of the Parking Easement Agreement, Grantee hereby provides the following indemnification:
 - (a) Grantee acknowledges and agrees that the use of the Designated Parking and Trail Access Area pursuant to this Parking Easement Agreement shall be at the sole risk and expense of Grantee, its contractors, agents, employees and the general public, and that Grantor is expressly relieved of any responsibility for damage or loss to Grantee, any contractors, agents, employees and the general public or any other party resulting from such use.
 - (b) Subject to the limitations of liability and recovery set forth in Section 768.28, Florida Statutes, and in consideration of the covenants set forth herein and the sum of Ten Dollars (\$10.00), Grantee, at its sole cost and expense, shall indemnify, defend and hold Grantor, its agents and employees, harmless from and against any and all claims, suits, demands, losses, costs, and expenses, including attorney's fees, with respect to bodily injury (including death) or property damage caused by Grantee through its employees, agents and contractors acting within the scope of their employment

and the general public, arising out of the activities of Grantee, its agents, contractors, employees and the general public, as contemplated in this Parking Easement Agreement. Nothing contained herein shall be construed as a waiver of Grantee's sovereign immunity or the limitations of liability or recovery contained in the aforementioned statute, and any such claim must comply with the notice and pre-suit procedures of said statute.

- (c) Grantee shall pursue actions to satisfy the requirements for providing Grantor with statutory indemnification for use by Grantee, its employees, agents, contractors and the general public of the Parking Easement Agreement pursuant to Section 260.0125, Florida Statutes, or via compliance with another statute that provides that same level of indemnification. Grantor acknowledges and affirms that Grantor will execute such additional documents and/or agreements with Grantee to accomplish the requirements of said statutory indemnification, provided that Grantor does not incur additional costs, expenses, or charges (other than those associated with the review of the documents by Grantor, its authorized representative and/or legal counsel). Grantor agrees that if Grantor receives statutory indemnification pursuant to Section 260.0125, Florida Statutes, which provides the same coverage as Section 768.28, Florida Statutes, as provided herein, and which does not preclude the Designated Parking and Trail Access Area being used for commercial purposes, Grantee shall have no obligation to provide indemnification to Grantor pursuant to Section 768.28, Florida Statutes.
7. If the performance of any obligation under this Parking Easement Agreement is prevented, restricted, or interfered with by reason of war, revolution, civil commotion, acts of public enemies, blockade, embargo, strikes, acts of God, floods, tropical storms or hurricanes, then the affected party shall, upon giving prior written notice to the other party, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the affected party shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.
8. Notwithstanding anything herein set forth, the parties hereto expressly negate any construction of this Parking Easement Agreement that implies the joint or common ownership of the County Land or the Designated Parking, or that implies the creation, establishment or existence of any partnership, joint venture or other such scheme of common ownership or common operation of the respective properties.
9. If legal proceedings are commenced against any party to enforce any term of this Parking Easement Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs incurred incidental thereto, including, without limitation, fees and costs incurred in appellate proceedings and in bankruptcy from the non-prevailing party.
10. Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid registered mail, or (iii) transmitted by a recognized overnight courier service to Grantor and the Grantee as follows, as elected by the party giving such notice:

To Grantor:

Westchase Medical Holdings, LLC
4320 West Kennedy Blvd.
Tampa, Florida 33609
Attention: A. Trey Traviesa
Telephone: 813-321-1400
Facsimile: _____

with a copy to: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2200
Tampa, Florida 33602
Attention: Vincent A. Marchetti, Esq.
Claire B. Carraway, Esq.
Telephone: 813-223-4800
Facsimile: 813-222-5089

To Grantee: Hillsborough County
Real Estate and Facilities Services Department
601 E. Kennedy Boulevard, 23rd Floor
Tampa, Florida 33602
Attention: Director
Telephone: 813-272-5810

with a copy to: Hillsborough County
601 E. Kennedy Boulevard, 27th Floor
Tampa, Florida 33602
Attention: Attorney

Either party may, by subsequent written notice, designate a different address or party for receiving notice. Any successor in interest in title to the Parking Easement Agreement, or any portion thereof, shall provide the Grantee with written notice of such transfer or conveyance and request to receive notice under this paragraph. Upon receipt of such notice, the Grantee shall thereafter provide the successor in title with all future notices pursuant to this Parking Easement Agreement without requiring an amendment to this Parking Easement Agreement. Notice by mail in the manner herein shall be effective, and deemed received, from and after three (3) days (excluding Saturdays, Sundays and postal holidays) after such deposit; notice by FedEx or other nationally recognized overnight courier shall be deemed effective and received on the next day (excluding Saturdays, Sundays and postal holidays). Notice given in any other manner shall be effective only if and when delivered to the party to be notified or at such party's address for purposes of notice as set forth herein.

11. Preparation of this Parking Easement Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties or the other.
12. This Parking Easement Agreement, and the rights and obligations of Grantor and the Grantee hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Hillsborough County, Florida. If any provision of this Parking Easement Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Parking Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.
13. Each of the parties hereto agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Parking Easement Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Parking Easement Agreement, the parties hereby declare their intention to cooperate with each other in effectuating the terms

of this Parking Easement Agreement, and to coordinate the performance of their respective obligations under the terms of this Parking Easement Agreement.

14. With or without specific reference thereto, the conveyance of an interest in all or any portion of the Designated Parking and the County Land shall be subject to the benefits and burdens of the Easement created, granted and conveyed hereby, to the same extent as if all the terms and conditions of this Parking Easement Agreement were set forth in full in such conveyances. Wherever used herein, the terms "Grantee" and "Grantor" include all the parties to this instrument and their successors and assigns. The easement, license, covenants, agreements, provisions, rights, powers, obligations and conditions contained herein shall not be personal, but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of the Designated Parking and the County Land, the successors and assigns of said owners, and the tenants, agents, licensees, guests and invitees of each of them. This Parking Easement Agreement is to be governed by and construed in accordance with the laws of the State of Florida.

EXHIBIT C-1

Signage Text

**PARKING SPACES BETWEEN THE SIGNS
ARE AVAILABLE TO TRAIL USERS
DURING DAYLIGHT HOURS:**

- (A) AFTER 5:00 P.M. ON WEEKDAYS**
- (B) WEEKENDS AND HOLIDAYS**

**PARK AT YOUR OWN RISK. USER
ASSUMES ALL RESPONSIBILITY FOR
ANY LOSS, INJURY, LIABILITY, OR
DAMAGE.**



EXHIBIT C-2

Signage Text

**TRAIL
ACCESS**



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, US AmeriBank ("Mortgagee") the mortgagee under that certain Mortgage by Westchase Medical Holdings, LLC, a Florida limited liability company, to Mortgagee dated December 19, 2013, and recorded in Official Records Book 22330, Page 931, of Hillsborough County, Florida, hereby consents and joins in the foregoing County Non-Exclusive Trail Parking Easement Agreement (the "Agreement"), and subordinates its mortgage lien encumbering all or any part of the Westchase Property (as described in the foregoing Agreement) to the Agreement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 5th day of October, 2017.

Signed, sealed and delivered in the presence of:

MORTGAGEE:

Emma Weisman / US AmeriBank
a SVP - US AmeriBank

Lee Anne Melo
Print Name: Lee Anne Melo
Sandra M. Johnson
Print Name: Sandra M. Johnson

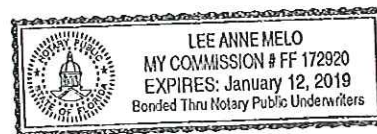
By: Emma Weisman
Name: Emma S Weisman
Title: Senior Vice President

STATE OF FL
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 5th day of October, 2017, by Emma Weisman, as SVP of US AmeriBank, a _____, who is personally known to me or who has produced _____ as identification.

Lee Anne Melo
Print Name: Lee Anne Melo
Notary Public
My Commission Expires: 1-12-19

(NOTARIAL SEAL)



PREPARED BY AND RETURN TO:

Hillsborough County Real Estate and
Facilities Services Department
Attn: Kurt G. Gremley, ELAPP Acquisition Manager
PO Box 1110
Tampa, FL 33601

INSTRUMENT#: 2018258850, O BK 25877
PG 1718-1732 06/29/2018 at 08:06:54 AM,
DOC TAX PD(F.S.201.02) \$0.70 DEPUTY
CLERK: SWALKER Pat Frank, Clerk of the
Circuit Court Hillsborough County

(Space Above For Recorder's Use)

COUNTY NON- EXCLUSIVE ACCESS EASEMENT AGREEMENT

THIS COUNTY NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT (the "Access Easement Agreement") is entered into the 26th day of June, 2018, by and between WESTCHASE MEDICAL HOLDINGS, LLC, a Florida limited liability company (hereinafter referred to as "Grantor"), whose address is c/o 201 North Franklin Street, Suite 2000, Tampa, Florida 33602, and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Grantee"), whose mailing address is PO Box 1110, Tampa, Florida 33601.

WITNESSETH

WHEREAS, Grantor, Grantee and Citrus Park Investors, LLC, a Florida limited liability company, have entered into an unrecorded Easement Conveyance Agreement dated OCTOBER 4, 2017, wherein each party has agreed to grant certain easements to the other party; and

WHEREAS, the Easement Conveyance Agreement provides for Grantor to convey to Grantee an easement for ingress and egress to the property owned by Grantee described in Exhibit "A" attached hereto (the "County Land").

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to Grantor, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a perpetual non-exclusive access easement across a portion of those certain lands of Grantor described in Exhibit "B" attached hereto (the "Westchase Property") situated in Hillsborough County, Florida, said portion which shall be subject to this Access Easement Agreement being depicted on Exhibit "B-1" attached hereto (the "Access Easement"), to allow access to the Upper Tampa Bay Trail (the "Trail") subject to the Special Conditions provided in Exhibit "C" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns.

All Exhibits attached to this Access Easement Agreement are incorporated herein by reference and made a part of this instrument as if fully set forth in the text hereof.


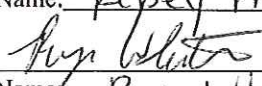
(Signatures on following pages)

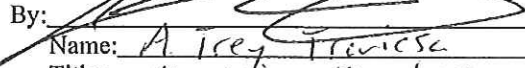
IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Access Easement Agreement on the day(s) and year set forth below.

Signed, sealed and delivered
in the presence of:

GRANTOR:

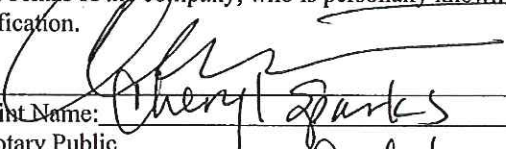
WESTCHASE MEDICAL HOLDINGS, LLC,
a Florida limited liability company


Print Name: Kelsey Miller

Print Name: Ryan Whittenor

By: 
Name: A. Trey Traviesa
Title: Managing Member
Date: October 5, 2017

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 5 day of October, 2017, by A. Trey Traviesa as Managing Member of WESTCHASE MEDICAL HOLDINGS, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced N/A as identification.


Print Name: Cheryl Sparks
Notary Public
My Commission Expires: October 10, 2017

(NOTARIAL SEAL)

(Signatures continue on following page)



ATTEST:

PAT FRANK
CLERK OF THE CIRCUIT COURT



By: Sharon Sweet Grant
Deputy Clerk

Print Name: Sharon Sweet Grant

HILLSBOROUGH COUNTY,
a political subdivision of the State of Florida

By: Sandra M. Norman
Chairman of the Board of County Commissioners

Print Name: SANDRA NORMAN

Date: 6/26/18

Approved as to Form and Legal Sufficiency

By: Susan J. Fernandez
Susan J. Fernandez
Chief Assistant County Attorney

BOCC Document No: 18-0727

EXHIBIT A

Legal Description of County Land

LEGAL DESCRIPTION:

(O.R. 9069, PG. 1536)

That portion of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 being an aliquot of Section 11, Township 28 South, Range 17 East, Hillsborough County Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence S 89° 17' 49" E. along the North line of said aliquot part a distance of 361.91 feet; thence S 00° 37' 33" W 79.93 feet to a point lying on the existing South maintained right-of-way line of Gunn Highway for the POINT OF BEGINNING.

From said POINT OF BEGINNING thence continue S 00° 37' 33" W 580.28 feet; thence S 89° 20' 16" E 21.51 feet to a point lying on the Westerly limited access right-of-way boundary of State Road 589 (Veteran's Expressway, State Project Number 97102-2304); thence Southerly along said Westerly limited access right-of-way boundary the following three courses: S 21° 50' 00" W 59.45 feet to a point lying on a non-tangent curve concave to the Southeast; thence Southwesterly along said curve with a radius of 2929.79 feet, through a central angle of 12° 18' 48", for an arc length of 629.64 feet (the chord of said arc bearing S 20° 49' 15" W 628.42 feet); thence leaving said curve N 89° 22' 43" W 93.76 feet; thence leaving said limited access right-of-way boundary N 00° 34' 21" E 645.44 feet; thence S 89° 20' 16" E 281.30 feet; thence N 00° 37' 33" E 581.68 feet to a point lying on the aforementioned existing South maintained right-of-way line of Gunn Highway; thence S 86° 39' 33" E along said maintained right-of-way line a distance of 30.03 feet to the POINT OF BEGINNING.

Containing 3.390 acres, more or less.

LESS

(PORTION OF A REAL PROPERTY EXCHANGE PER O.R. 10314, PG. 916)

A portion of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 11, Township 28 South, Range 17 East, Hillsborough County, Florida, also being a portion of the lands described in deed recorded in Official Records Book 6689, Page 0691, of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commencing at the East 1/4 corner of Section 11, Township 28 South, Range 17 East, thence North 00°46'20" East, along the East boundary of said Section 11, a distance of 1167.14 feet to the centerline of construction as shown on the right-of-way plans Project No. 89-76-R Hillsborough County; thence North 81°27'54" West, along said centerline, a distance of 969.84 feet to the beginning of a curve, concave southerly, having a radius of 2291.83 feet and a central angle of 00°52'50"; thence westerly along the arc of said curve to the left, a distance of 35.22 feet, said arc subtended by a chord which bears North 81°54'19" West, a distance of 35.22 feet to the Westerly boundary line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence South 00°37'45" West along said Westerly boundary line, a distance of 68.52 feet to a point on the arc of a non-tangent circular curve, concave to the southwest, said point also on the Southerly right-of-way line of Gunn Highway and the POINT OF BEGINNING of the herein described parcel; thence continue along said Southerly right-of-way line, also along the arc of said curve having a radius of 2428.79 feet, a central angle of 00°36'31", an arc length of 25.80 feet, the chord for which bears South 81°46'09" East, a chord distance of 25.80 feet to the point of tangency; thence continue along said Southerly right-of-way line, South 81°27'54" East, a distance of 4.47 feet; thence departing said Southerly right-of-way line, South 00°37'45" West, a distance of 572.01 feet; thence North 89°26'35" West, a distance of 30.00 feet to a point on the Westerly boundary line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence North 00°37'45" East, along said Westerly boundary line, a distance of 576.06 feet to the POINT OF BEGINNING.

Containing 17,222.0 square feet or 0.395 acres, more or less.

[illegible]

42701/0001 #5912874 v4
10/3/2017

EXHIBIT B
WESTCHASE PROPERTY

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

Commencing at the East 1/4 corner of Section 11, Township 28 South, Range 17 East, thence North 00° 46' 20" East, along the East boundary of said Section 11, a distance of 1167.14 feet to the centerline of construction as shown on the Right-of-Way plans Project No. 89-76-R Hillsborough County; thence North 81° 27' 54" West, along said centerline, a distance of 969.84 feet to the beginning of a curve, concave Southerly, having a radius of 2291.83 feet and a central angle of 00° 52' 50"; thence Westerly along the arc of said curve to the left, a distance of 35.22 feet, said arc subtended by a chord which bears North 81° 54' 19" West, a distance of 35.22 feet to the Easterly boundary line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence South 00° 37' 45" West along said Easterly boundary line, a distance of 68.52 feet to the Southerly right-of-way line of Gunn Highway and the Point of Beginning of the herein described parcel; thence along said Southerly right-of-way line, also along the arc of a curve to the right having a radius of 2428.79 feet, an arc length of 25.80 feet, a central angle of 00° 36' 31" the chord for which bears South 81° 46' 05" East, a chord distance of 25.80 feet to the point of tangency; thence continue along said Southerly right-of-way line, South 81° 27' 54" East, a distance of 4.47 feet; thence departing said Southerly right-of-way line, South 00° 37' 45" West, a distance of 572.01 feet; thence North 89° 26' 35" West, a distance of 331.87 feet to a point 30.00 feet East of the West boundary of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence along said line 30.00 feet East of and parallel with said West boundary, North 00° 34' 54" East, a distance of 540.13 feet; thence North 34° 49' 04" East, a distance of 65.27 feet to a point on the Southerly right-of-way line of Gunn Highway also on the arc of a non-tangent circular curve concave to the Northeast; thence along said Southerly right-of-way, also along the arc of said curve having a radius of 233.00 feet, a central angle of 17° 50' 14", an arc length of 72.54 feet the chord for which bears South 79° 12' 09" East, a chord distance of 72.24 feet to the point of tangency; thence continue along said Southerly right-of-way line South 88° 02' 50" East, a distance of 190.31 feet to the point of curvature of a tangent circular concave to the South, thence continue along said Southerly right-of-way line, also along the arc of said curve, having a radius of 2428.79 feet, a central angle of 00° 06' 03", an arc length of 4.27 feet the chord for which bears South 82° 10' 04" East, a chord distance of 4.27 feet to the Point of Beginning

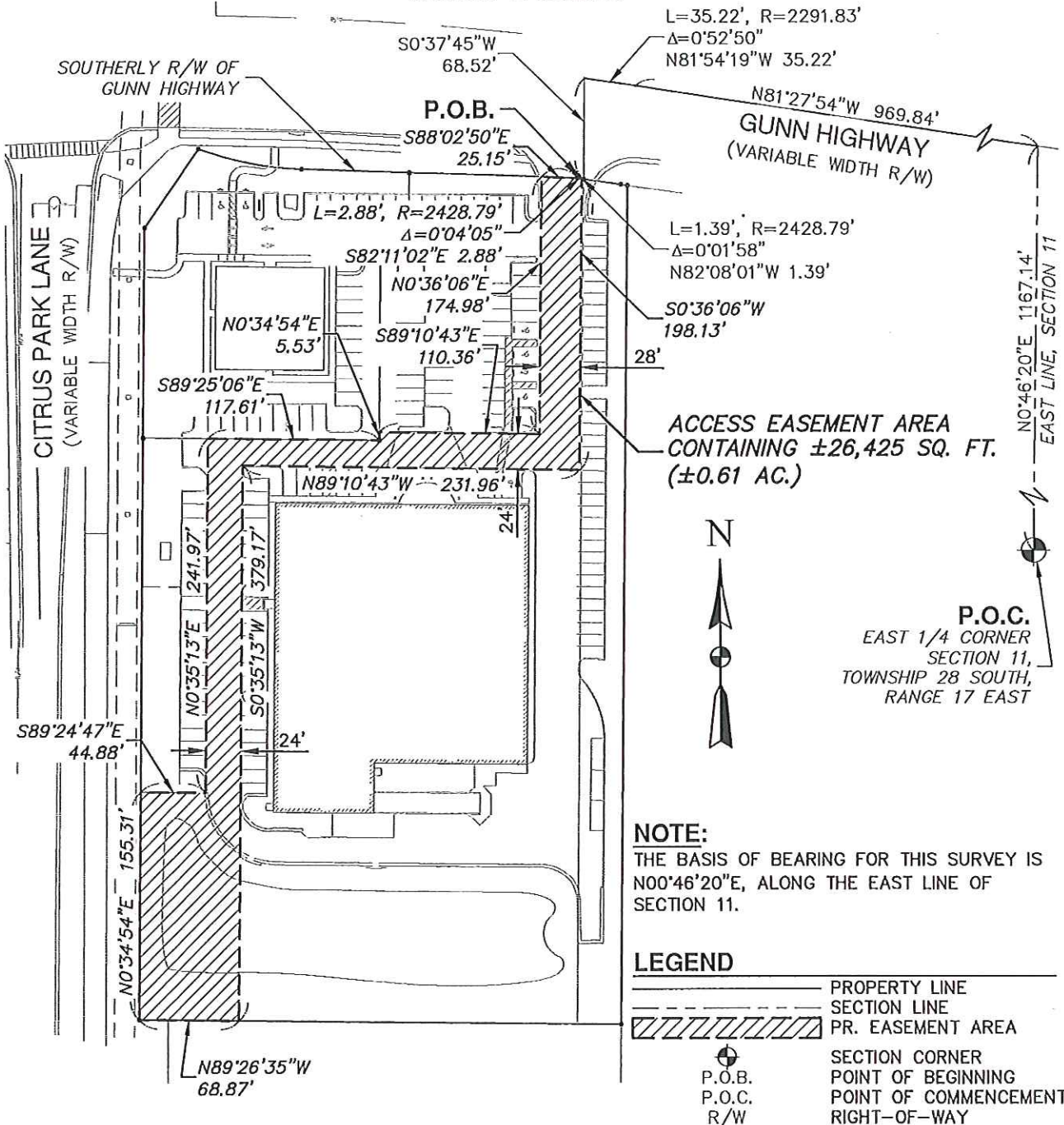
Less and except that portion conveyed to National Net-Leased Properties, LLC, a Florida limited liability company by Special Warranty Deed recorded in Book 24414, Page 1790, more particularly described as follows:

Commencing at the East 1/4 corner of Section 11, Township 28 South, Range 17 East, thence North 00°46'20" East, along the East boundary of said Section 11, a distance of 1167.14 feet to the centerline of construction as shown on the right-of-way plans Project No. 89-76-R, Hillsborough County, Florida; thence North 81°27'54" West, along said centerline, a distance of

969.84 feet to the beginning of a curve, concave Southerly, having a radius of 2291.83 feet and a central angle of $00^{\circ}52'50''$; thence Westerly along the arc of said curve to the left, a distance of 35.22 feet, said arc subtended by a chord which bears North $81^{\circ}54'19''$ West, a distance of 35.22 feet to the Easterly boundary line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence South $00^{\circ}37'45''$ West along said Easterly boundary line, a distance of 68.52 feet to the Southerly right-of-way line of Gunn Highway; thence along said Southerly right-of-way line, also along the arc of a curve, concave to the South, having a radius of 2428.79 feet, a central angle of $00^{\circ}06'03''$, an arc length of 4.27 feet the chord for which bears North $82^{\circ}10'04''$ West, a chord distance of 4.27 feet to the point of tangency; thence continue along said Southerly right-of-way line, North $88^{\circ}02'50''$ West, a distance of 116.39 feet to the POINT OF BEGINNING; thence, departing said Southerly right-of-way line, South $00^{\circ}34'54''$ West, a distance of 33.44 feet; thence South $59^{\circ}48'22''$ West a distance of 22.35 feet; thence South $00^{\circ}34'54''$ West a distance of 137.36 feet; thence North $89^{\circ}25'06''$ West a distance of 162.50 feet to a point 30.00 feet East of the West boundary of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence along said line 30.00 feet East of and parallel with said West boundary, North $00^{\circ}34'54''$ East, a distance of 142.95 feet; thence North $34^{\circ}49'04''$ East, a distance of 65.27 feet to a point on the Southerly right-of-way line of Gunn Highway also on the arc of a non-tangent circular curve concave to the Northeast; thence along said Southerly right-of-way, also along the arc of said curve, having a radius of 233.00 feet, a central angle of $17^{\circ}50'14''$, an arc length of 72.54 feet the chord for which bears South $79^{\circ}12'09''$ East, a chord distance of 72.24 feet to the point of tangency; thence, continue along said Southerly right-of-way line, South $88^{\circ}02'50''$ East a distance of 73.92 feet to the POINT OF BEGINNING.

EXHIBIT "B-1"

ACCESS EASEMENT



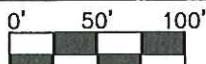
SECTION: 11

T28S - R17E

COMMUNITY: CITRUS PARK

COUNTY: HILLSBOROUGH

STATE: FLORIDA



SCALE: 1" = 100'

CLIENT:

FORT BROOKE MERCHANT PARTNERS

PROJECT:

ACCESS EASEMENT



METRO CONSULTING ASSOCIATES

Relationships | Reputation | Results

21748 State Road 54, Suite 101

Lutz, Florida 33549

800.525.6016 www.metroca.net Certificate of Authorization #LB8153

JOB: 1051-16-7610A

DATE: 06/08/2018

REV.: 06/14/2018

REV.: --

BOOK/CREW: --

DRAWN BY: TR

CHECK BY: TM

SHEET: 1 OF 3

EXHIBIT "B-1"

ACCESS EASEMENT DESCRIPTION:

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


Commencing at the East One-Quarter Corner of Section 11, Township 28 South, Range 17 East, thence N00°46'20"E 1167.14 feet, along the East line of said Section 11 to the centerline of Gunn Highway (Variable Width); thence N81°27'54"W 969.84 feet along said centerline of Gunn Highway; thence 35.22 feet along the arc of a 2291.83 foot radius circular curve to the right, with a central angle of 00°52'50", having a chord which bears N81°54'19"W 35.22 feet; thence S00°37'45"W 68.52 feet to the Southerly Right-of-Way line of said Gunn Highway; thence along said Southerly Right-of-Way line 1.39 feet along the arc of a 2428.79 foot radius circular curve to the left, with a central angle of 00°01'58", having a chord which bears N82°08'01"W 1.39 feet to the POINT OF BEGINNING; thence S00°36'06"W 198.13 feet; thence N89°10'43"W 231.96 feet; thence S00°35'13"W 379.17 feet to a point on the South line of Grantor's land; thence N89°26'35"W 68.87 feet along said South line of Grantor's land to the Southwest corner of Grantor's land; thence N00°34'54"E 155.31 feet along the West line of Grantor's land; thence S89°24'47"E 44.88 feet; thence N00°35'13"E 241.97 feet to a point on the Northerly line of Grantor's land; thence S89°25'06"E 117.61 feet along said Northerly line of Grantor's land to the Northwestern corner of Grantor's land; thence N00°34'54"E 5.53 feet along the Westerly line of Grantor's land; thence S89°10'43"E 110.36 feet; thence N00°36'06"E 174.98 feet to the Southerly Right-of-Way line of said Gunn Highway (Variable Width); thence S88°02'50"E 25.15 feet along said Southerly Right-of-Way line; thence along said Southerly Right-of-Way line 2.88 feet along the arc of a 2428.79 foot radius circular curve to the right, with a central angle of 00°04'05", having a chord which bears S82°11'02"E 2.88 feet to the POINT OF BEGINNING, containing 0.61 acres of land, more or less.

SECTION: 11	CLIENT:	JOB: 1051-16-7610A
T28S - R17E	FORT BROOKE MERCHANT PARTNERS	DATE: 06/08/2018
COMMUNITY: CITRUS PARK	PROJECT:	REV.: 06/14/2018
COUNTY: HILLSBOROUGH	ACCESS EASEMENT	REV.: --
STATE: FLORIDA	 METRO CONSULTING ASSOCIATES Relationships Reputation Results 21748 State Road 54, Suite 101 Lutz, Florida 33549 800.525.6016 www.metroca.net Certificate of Authorization #LB8153	BOOK/CREW: --
		DRAWN BY: TR
		CHECK BY: TM
		SHEET: 2 OF 3

EXHIBIT "B-1"

NOTES:

1. THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL (IF AUTHORIZED) SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TREVOR A. MCMANN, LS7089 ON JUNE 13, 2018.
3. I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED UNDER MY DIRECTION AND THAT THIS SURVEY IS CLASSIFIED AS A "SPECIAL PURPOSE SURVEY" (TYPE OF SURVEY) AS DEFINED IN PARAGRAPH 5J-17.050(10)(J) FLORIDA ADMINISTRATIVE CODE (F.A.C.). THIS SURVEY MEETS THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH IN 5J-17.051 (F.A.C.), 5J-17.052 (F.A.C.), AND 5J-17.053 (F.A.C.) PURSUANT TO SECTION 472.027 FLORIDA STATUTES.


Trevor A. McMann, PS
Professional Surveyor No. LS7089
TMcMann@MetroCA.net

Dated: 06/14/2018



SECTION: 11	CLIENT:	JOB: 1051-16-7610A
T28S - R17E	FORT BROOKE MERCHANT PARTNERS	DATE: 06/08/2018
COMMUNITY: CITRUS PARK	PROJECT:	REV.: 06/14/2018
COUNTY: HILLSBOROUGH	ACCESS EASEMENT	REV.: --
STATE: FLORIDA	 METRO CONSULTING ASSOCIATES	BOOK/CREW: --
	Relationships Reputation Results	DRAWN BY: TR
	21748 State Road 54, Suite 101	CHECK BY: TM
	Lutz, Florida 33549	SHEET: 3 OF 3
	800.525.6016 www.metroca.net Certificate of Authorization #LB8153	

EXHIBIT C

Access Easement Special Conditions

1. Grantor acknowledges and affirms that Grantor is responsible for all maintenance of the Access Easement. Any maintenance of the Access Easement by Grantee is at the sole discretion of Grantee, after written notice to Grantor at least thirty (30) days prior to commencing any maintenance, without further commitment to any future maintenance, provided Grantee shall indemnify and hold harmless Grantor from any claims, liens, damages, causes of action and costs (including reasonable attorneys' fees and costs) arising out of any such maintenance.
2. Grantor acknowledges and affirms that the Access Easement may be used by the general public to access the County Land and the Trail, as well as any parking spaces located adjacent to the Access Easement that Grantor may authorize by separate easement instrument to be used for parking to access the Trail and the County Land.
3. Subject to the approval of Grantor, such approval not to be unreasonably withheld, Grantee, at its sole cost, may post directional signs in landscaped areas adjacent to the Access Easement to direct the general public to the County Land and the Trail and/or any authorized parking spaces located adjacent to the Access Easement.
4. If for any reason the Access Easement is temporarily blocked or becomes impassible, Grantor will provide alternate access from the public right of way to the terminus of the Access Easement. Grantor shall have the right to relocate the Access Easement provided reasonable alternate access to the County Land and the Trail is provided.
5. As a condition for the use of the Access Easement, Grantee hereby provides the following indemnification:
 - (a) Grantee acknowledges and agrees that the use of the Access Easement pursuant to this Access Easement Agreement shall be at the sole risk and expense of Grantee, its contractors, agents, employees and the general public, and that Grantor is expressly relieved of any responsibility for damage or loss to Grantee, any contractors, agents, employees and the general public or any other party resulting from such use.
 - (b) Subject to the limitations of liability and recovery set forth in Section 768.28, Florida Statutes, and in consideration of the covenants set forth herein and the sum of Ten Dollars (\$10.00), Grantee, at its sole cost and expense, shall indemnify, defend and hold Grantor, its agents and employees, harmless from and against any and all claims, suits, demands, losses, costs, and expenses, including attorney's fees, with respect to bodily injury (including death) or property damage caused by Grantee through its employees, agents and contractors acting within the scope of their employment and the general public, arising out of the activities of Grantee, its agents, contractors, employees and the general public, as contemplated in this Access Easement Agreement. Nothing contained herein shall be construed as a waiver of Grantee's sovereign immunity or the limitations of liability or recovery contained in the aforementioned statute, and any such claim must comply with the notice and pre-suit procedures of said statute.
 - (c) Grantee shall pursue actions to satisfy the requirements for providing Grantor with statutory indemnification for use by Grantee, its employees, agents, contractors and the general public of the Access Easement pursuant to Section 260.0125, Florida Statutes, or via compliance with another statute that provides that same level of indemnification. Grantor acknowledges and

affirms that Grantor will execute such additional documents and/or agreements with Grantee to accomplish the requirements of said statutory indemnification, provided that Grantor does not incur additional costs, expenses, or charges (other than those associated with the review of the documents by Grantor, its authorized representative and/or legal counsel). Grantor agrees that if Grantor receives statutory indemnification pursuant to Section 260.0125, Florida Statutes, which provides the same coverage as Section 768.28, Florida Statutes, as provided herein, and which does not preclude the Access Easement being used for commercial purposes, Grantee shall have no obligation to provide indemnification to Grantor pursuant to Section 768.28, Florida Statutes.

6. If the performance of any obligation under this Access Easement Agreement is prevented, restricted, or interfered with by reason of war, revolution, civil commotion, acts of public enemies, blockade, embargo, strikes, acts of God, floods, tropical storms or hurricanes, then the affected party shall, upon giving prior written notice to the other party, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the affected party shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.
7. Notwithstanding anything herein set forth, the parties hereto expressly negate any construction of this Access Easement Agreement that implies the joint or common ownership of the County Land or the Access Easement, or that implies the creation, establishment or existence of any partnership, joint venture or other such scheme of common ownership or common operation of the respective properties.
8. If legal proceedings are commenced against any party to enforce any term of this Access Easement Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs incurred incidental thereto, including, without limitation, fees and costs incurred in appellate proceedings and in bankruptcy from the non-prevailing party.
9. Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid registered mail, or (iii) transmitted by a recognized overnight courier service to Grantor and the Grantee as follows, as elected by the party giving such notice:

To Grantor: Westchase Medical Holdings, LLC
4320 West Kennedy Blvd.
Tampa, Florida 33609
Attention: A. Trey Traviesa
Telephone: 813-321-1400
Facsimile: _____

with a copy to: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2200
Tampa, Florida 33602
Attention: Vincent A. Marchetti, Esq.
 Claire B. Carraway, Esq.
Telephone: 813-223-4800
Facsimile: 813-222-5089

To Grantee: Hillsborough County
Real Estate and Facilities Services Department
601 E. Kennedy Boulevard, 23rd Floor
Tampa, Florida 33602
Attention: Director
Telephone: 813-272-5810

with a copy to: Hillsborough County
Conservation and Environmental Lands Management
601 E. Kennedy Boulevard, 24th Floor
Tampa, Florida 33602
Attention: Director

Either party may, by subsequent written notice, designate a different address or party for receiving notice. Any successor in interest in title to the Access Easement, or any portion thereof, shall provide the Grantee with written notice of such transfer or conveyance and request to receive notice under this paragraph. Upon receipt of such notice, the Grantee shall thereafter provide the successor in title with all future notices pursuant to this Access Easement Agreement without requiring an amendment to this Access Easement Agreement. Notice by mail in the manner herein shall be effective, and deemed received, from and after three (3) days (excluding Saturdays, Sundays and postal holidays) after such deposit; notice by FedEx or other nationally recognized overnight courier shall be deemed effective and received on the next day (excluding Saturdays, Sundays and postal holidays). Notice given in any other manner shall be effective only if and when delivered to the party to be notified or at such party's address for purposes of notice as set forth herein.

10. Preparation of this Access Easement Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties or the other.
11. This Access Easement Agreement, and the rights and obligations of Grantor and the Grantee hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Hillsborough County, Florida. If any provision of this Access Easement Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Access Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.
12. Each of the parties hereto agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Access Easement Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Access Easement Agreement, the parties hereby declare their intention to cooperate with each other in effectuating the terms of this Access Easement Agreement, and to coordinate the performance of their respective obligations under the terms of this Access Easement Agreement.
13. With or without specific reference thereto, the conveyance of an interest in all or any portion of the Access Easement and the County Land shall be subject to the benefits and burdens of the Easement created, granted and conveyed hereby, to the same extent as if all the terms and conditions of this Access Easement Agreement were set forth in full in such conveyances. Wherever used herein, the terms "Grantee" and "Grantor" include all the parties to this instrument and their successors and assigns. The easement, license, covenants, agreements, provisions, rights, powers, obligations and conditions contained herein shall not be

personal, but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of the Access Easement and the County Land, the successors and assigns of said owners, and the tenants, agents, licensees, guests and invitees of each of them. This Access Easement Agreement is to be governed by and construed in accordance with the laws of the State of Florida.

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, US American Bank ("Mortgagee") the mortgagee under that certain Mortgage by Westchase Medical Holdings, LLC, a Florida limited liability company, to Mortgagee dated December 19, 2013, and recorded in Official Records Book 22330, Page 93, of Hillsborough County, Florida, hereby consents and joins in the foregoing County Non-Exclusive Access Easement Agreement (the "Agreement"), and subordinates its mortgage lien encumbering all or any part of the Westchase Property (as described in the foregoing Agreement) to the Agreement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 6th day of October, 2017.

Signed, sealed and delivered in the presence of:

MORTGAGEE:

US American Bank - Emma D. Weisman
a Senior Vice President

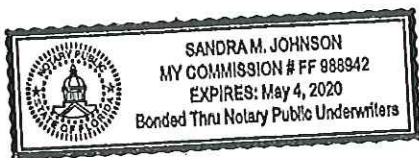
Sandra M. Johnson
Print Name: Sandra M. Johnson
Ryan Whitte
Print Name: Ryan Whitte

By: Emma D. Weisman
Name: Emma D. Weisman
Title: Senior Vice President

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 6 day of October, 2017, by Emma D. Weisman, as SVP of US American Bank, a lender, who is personally known to me or who has produced _____ as identification.

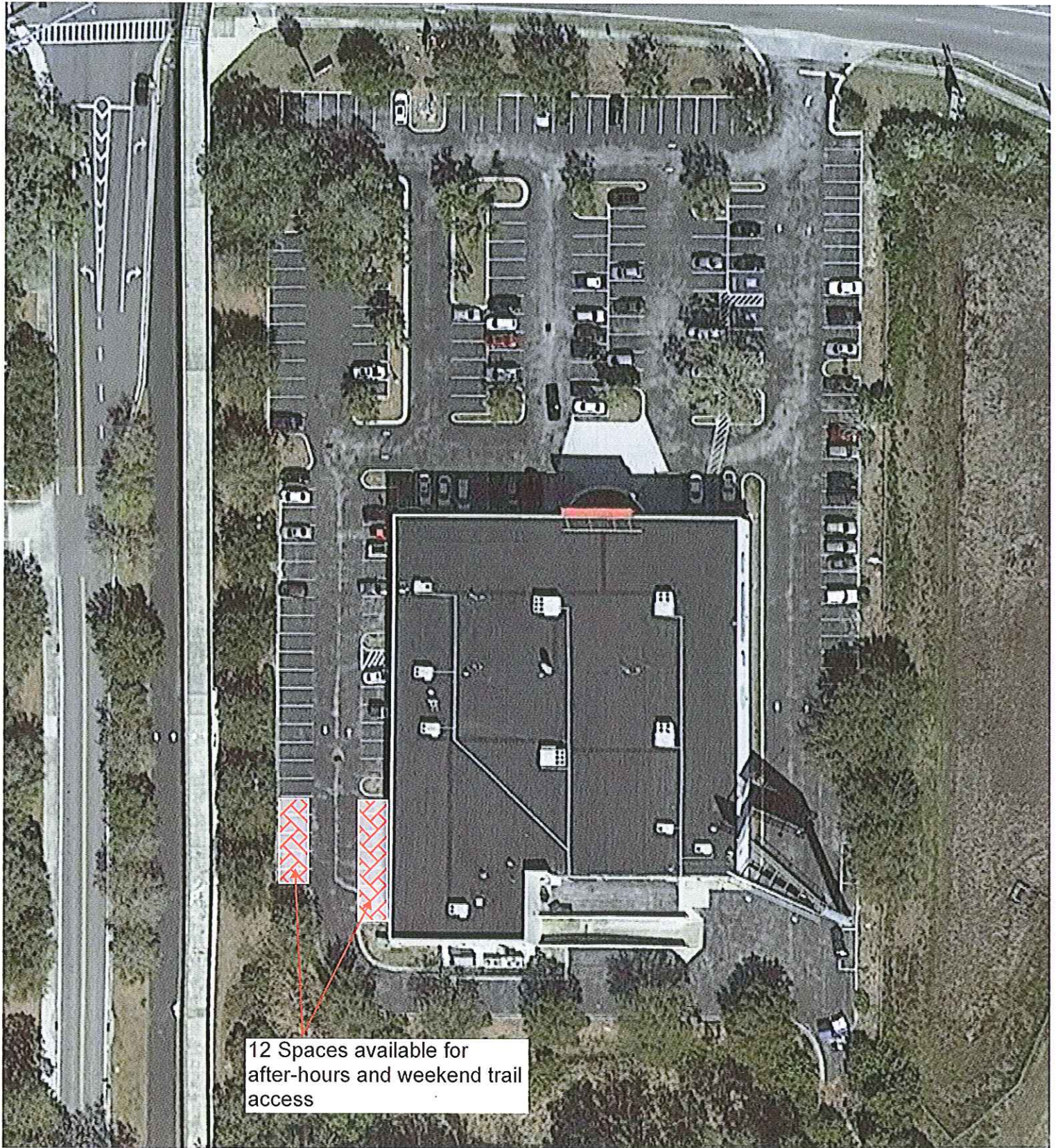
Sandra M. Johnson
Print Name: Sandra M. Johnson
Notary Public
My Commission Expires: _____



(NOTARIAL SEAL)

ITEM IV

TEMPORARY PARKING EASEMENT



12 Spaces available for
after-hours and weekend trail
access







DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF GREENWAYS AND TRAILS

OWNER CONSENT
TO DESIGNATION OF LANDS OR WATERWAYS AS PART OF THE
FLORIDA GREENWAYS AND TRAILS SYSTEM

TO: Office of Greenways and Trails
Department of Environmental Protection
3900 Commonwealth Blvd., Mail Station 795
Tallahassee, FL 32399-3000

RE: Upper Tampa Bay Trail Access and Parking Easements
Name of Project
6918 Gunn Highway, Tampa, FL, 33625
Address or Location of Project

FROM: Westchase Medical Holdings, LLC
Name of Owner(s)
201 N. Franklin St., Suite 2000, Tampa, FL, 33602
Address, City, State and Zip Code of Owner(s)
(813) 321-1400 () N/A
Telephone No. Facsimile No.

The undersigned Owners(s) of fee simple title in and to the lands and/or waterways described on the attached Exhibit "A," all of which lie within the project boundary of the above-named greenways and trails project, hereby consents to designation of said lands and/or waterways as part of the Florida Greenways and Trails System. By execution of this consent, the undersigned confirms said Owner(s)' willingness to negotiate with representatives of the Department of Environmental Protection to formulate a mutually satisfactory designation agreement to govern participation of the Owner(s)' lands and/or waterways in the Florida Greenways and Trails System.

DATE: 07/05/2018

OWNER(S) OF LANDS OR WATERWAYS:

A. Trey Traviesa

[Printed Name of Owner]

[Signature of Owner]

[Printed Name of Owner]

[Signature of Owner]

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF GREENWAYS AND TRAILS**

**MANAGEMENT CERTIFICATE
FOR DESIGNATION OF LANDS OR WATERWAYS AS PART OF THE
FLORIDA GREENWAYS AND TRAILS SYSTEM**

TO: Office of Greenways and Trails
Department of Environmental Protection
3900 Commonwealth Blvd., Mail Station 795
Tallahassee, FL 32399-3000

RE: Upper Tampa Bay Trail Access and Parking Easements
Name of Project
6918 Gunn Highway, Tampa, FL, 33625
Address or Location of Project

FROM: Hillsborough County
Name of Managing Entity
John F. Turbiville, Jr.
Name of Contact/Representative
601 E. Kennedy Boulevard
Address of Managing Entity
Tampa, FL 33602
City, State and Zip Code
(813) 272-6573 (813) 672-7880
Telephone Number Facsimile Number
Westchase Medical Holdings, LLC
Name of Owner of Property Proposed for Designation**
201 N. Franklin St., Suite 2000
Address of Owner of Property Proposed for Designation
Tampa, FL, 33602
City, State and Zip Code
(813) 321-1400 () N/A
Telephone Number Facsimile Number

** Attach additional sheet(s) if more than one owner

The undersigned Managing Entity hereby ratifies and confirms:

- (1) That it is willing to manage the Project following its designation by the Department of Environmental Protection as part of the Florida Greenways and Trails System;
- (2) That management of the project will be based on and proceed in accordance with the terms and conditions of the following:
 - (a) Existing leases, subleases, management plans, licenses, easements or other agreements or encumbrances previously executed and currently in effect for any portion of the lands or waterways located within the Project; and
 - (b) A designation agreement to be negotiated among and executed by the undersigned Managing Entity, the Owner(s) of the lands or waterways proposed for designation and the Secretary of the Department of Environmental Protection, which designation agreement shall be subordinate to any existing leases, agreements or other encumbrances described in paragraph (a) above.
- (3) That in the event the undersigned ceases to be the Managing Entity of the Project or if the aforementioned designation agreement is amended, rescinded or otherwise terminated for any reason, the undersigned will notify the Department's Office of Greenways and Trails within five (5) business days following the occurrence of any such event.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed as of the date set forth below.

MANAGING ENTITY

Hillsborough County

[Print Name of Managing Entity]

By: 

Print Name: John F. Turbiville, Jr.

Title: Director, CELM Department

Date: 07/05/2018