

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

BERN'S STEAK HOUSE, INC., a Florida corporation,)
individually and on behalf of all others similarly)
situated; JL CICCIO, LLC, JDJ PROPERTIES, LLC,)
LANZA SOHO PROPERTIES, LLC, and JLZ, LLC,)
Florida limited liability companies; and HTLVI TAMPA)
LLC and HTLVI TAMPA TRS LLC, Delaware limited)
liability companies,)
Plaintiffs,) Class Representation
Case No.

v.) Division _____

CITY OF TAMPA, FLORIDA, a Florida municipal)
corporation; KIMMINS CONTRACTING CORP., a)
Florida corporation; and ATKINSRÉALIS USA)
INC., f/k/a ATKINS NORTH AMERICA, INC.,)
a Florida corporation,)

Defendants.)

**CLASS ACTION COMPLAINT FOR DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF AND DAMAGES, AND DEMAND FOR JURY TRIAL**

Plaintiffs, BERN'S STEAK HOUSE, INC. ("Bern's"), JL CICCIO, LLC ("Ciccio"),
JDJ PROPERTIES, LLC ("JDJ"), LANZA SOHO PROPERTIES, LLC ("Lanza"), JLZ, LLC
("JLZ"), HTLVI TAMPA LLC ("HTLVI") and HTLVI TAMPA TRS LLC ("HTLVI TRS")
(collectively, "Plaintiffs"), Bern's individually and as representative of the two classes
defined below and the other Plaintiffs individually, by and through undersigned counsel,
sue Defendants CITY OF TAMPA, FLORIDA (the "City"), KIMMINS CONTRACTING
CORP. ("Kimmins") and ATKINSRÉALIS USA INC. ("Atkins"), and allege:

Introduction

1. This action concerns the City of Tampa's plan to build a ten-foot wide by ten-foot deep concrete box culvert beneath the centerline of South Howard Avenue between West Swann Avenue and Bayshore Boulevard (the "Corridor").

2. The box culvert is part of the City's South Howard Flood Relief Project (the "Project").

3. The box culvert will carry stormwater from the Parkland Estates and Palma Ceia Pines neighborhoods and from the Lee Roy Selmon Expressway to Hillsborough Bay.

4. Plaintiffs, other than HTLVI TRS, own land abutting South Howard Avenue (the "Owner Plaintiffs").

5. Each Owner Plaintiff owns the land beneath the street to its centerline, subject to the public's easement to use the street.

6. The City has not acquired from the Owner Plaintiffs any right to excavate their land beneath the street or to place the box culvert in it.

7. Counts I and II seek a declaration of the parties' respective interests in the Corridor and an injunction giving effect to that declaration.

8. Counts III, IV and V arise under the Florida Deceptive and Unfair Trade Practices Act, sections 501.201 through 501.213, Florida Statutes ("FDUTPA").

9. Those Counts concern the manner in which Kimmins and Atkins designed, priced and sold the Project and the manner in which the City promoted it.

10. Bern's brings Counts I and II on behalf of a class of the owners of land abutting the Corridor (the "Property Owner Class") and Counts III, IV and V on behalf of a class of the businesses operating on the Corridor (the "Business Class").

Jurisdiction and Venue

11. This is an action for declaratory and supplemental relief under chapter 86, Florida Statutes, concerning interests in real property located in Hillsborough County, and for relief under FDUTPA.

12. This Court has jurisdiction under Article V, section 5(b) of the Florida Constitution and sections 26.012(2)(a), (c) and (g), 26.012(3), 65.021, 86.011 and 501.211, Florida Statutes.

13. The amount in controversy exceeds \$50,000, exclusive of interest, costs and attorney's fees.

14. Venue is proper in Hillsborough County under section 47.011, Florida Statutes, because the real property at issue is located there, the City is located there, and the causes of action accrued there.

15. All conditions precedent to this action have occurred, have been performed, or have been waived.

The Parties

16. Plaintiff Bern's Steak House, Inc. ("Bern's") is a Florida corporation with its principal place of business at 1208 South Howard Avenue, Tampa, Florida.

17. Bern's owns the real property at 804, 1207, 1208 and 1308 South Howard Avenue.

18. Plaintiff JL Ciccio, LLC ("Ciccio") is a Florida limited liability company. Ciccio owns the real property at 1101 South Howard Avenue.

19. Plaintiff JDJ Properties, LLC ("JDJ") is a Florida limited liability company. JDJ owns the real property at 1015 South Howard Avenue.

20. Plaintiff Lanza Soho Properties, LLC ("Lanza") is a Florida limited liability company. Lanza owns the real property at 915 South Howard Avenue.

21. Plaintiff JLZ, LLC (“JLZ”) is a Florida limited liability company. JLZ owns the real property at 901 South Howard Avenue.

22. Plaintiff HTLVI Tampa LLC (“HTLVI”) is a Delaware limited liability company authorized to do business in Florida.

23. HTLVI owns real property at 1207 and 1226 South Howard Avenue.

24. Plaintiff HTLVI Tampa TRS LLC (“HTLVI TRS”) is a Delaware limited liability company authorized to do business in Florida.

25. HTLVI TRS leases the Epicurean Hotel at 1207 and 1226 South Howard Avenue from HTLVI under a lease dated August 6, 2026, with an initial term of five years, a memorandum of which is recorded as Instrument No. 2026370945 in the public records of Hillsborough County.

26. HTLVI TRS operates the hotel, receives its revenues and pays rent to HTLVI under the operating lease.

27. HTLVI TRS is a Plaintiff as to Counts III, IV and V only.

28. Each Owner Plaintiff, or its tenant, operates a business on its parcel that depends on access from South Howard Avenue.

29. Defendant City of Tampa (the “City”) is a Florida municipal corporation.

30. The City has jurisdiction over South Howard Avenue and is the owner of the Project.

31. Defendant Kimmins Contracting Corp. (“Kimmins”) is a Florida corporation with its principal place of business in Tampa, Florida.

32. Kimmins is the City’s design-build contractor for the Project under Contract 23-C-00021.

33. Kimmins claims, through the City, the right to enter upon and excavate South Howard Avenue to build the Project.

34. Kimmins is a necessary party to Counts I and II. § 86.091, Fla. Stat.; Fla. R. Civ. P. 1.210(a).

35. Defendant AtkinsRéalisis USA Inc., formerly known as Atkins North America, Inc. (“Atkins”), is a Florida corporation with its principal office in Tampa, Florida.

36. Atkins is the engineer of record for the Project under a Professional Services Agreement with Kimmins.

37. Kimmins and Atkins are referred to together as the “Design-Build Defendants.”

General Allegations

A. Plaintiffs’ Parcels and Their Fee to the Centerline

38. Bern’s holds title to 804 South Howard Avenue (folio 186119-0000), Lots 1 through 4, Block 3, Swann and Howard Avenues Subdivision, by warranty deed recorded at Official Records Book 3109, page 1787.

39. Bern’s holds title to 1208 South Howard Avenue (folio 186075-0000), Lot 15, H.J. Watrous Addition to West Hyde Park, by warranty deed recorded at Official Records Book 2137, page 608.

40. Bern’s holds title to the parking-garage parcel at 1207 South Howard Avenue (folio 117665-1202), Lot 1 and Tract “A,” Elamis Subdivision, less the hotel parcels and air rights, by deeds recorded beginning at Official Records Book 1927, page 876.

41. Bern’s holds title to 1308 South Howard Avenue (folio 186305-0000), Lot 1, Bongart’s Re-Subdivision, and Lot 8, Block 25, West Hyde Park, by deed recorded as Instrument No. 2021446527.

42. Ciccio holds title to 1101 South Howard Avenue (folio 117498-0000), the north 110 feet of Lot 31, H.J. Watrous 2nd Addition to West Hyde Park, by warranty deed recorded at Official Records Book 23852, page 1907.

43. JDJ holds title to 1015 South Howard Avenue (folio 117497-0000), Lots 28 and 29, H.J. Watrous 2nd Addition to West Hyde Park, by warranty deed recorded at Official Records Book 10897, page 976.

44. Lanza holds title to 915 South Howard Avenue (folio 117337-0000), Lots 3 through 5, Rosevelt Park, by warranty deed recorded at Official Records Book 22602, page 618.

45. JLZ holds title to 901 South Howard Avenue (folio 117390-0000), Lots 1 through 3, Howard Terrace, by special warranty deed recorded at Official Records Book 15314, page 945.

46. HTLVI holds title to Hotel Parcels A and B and the air rights at 1207 South Howard Avenue (folio 117665-1204) and to 1226 South Howard Avenue (folio 186096-0000), Lots 34 through 37, Hamner's Subdivision, by special warranty deed recorded as Instrument No. 2026312596.

47. Each Owner Plaintiff's parcel, its folio number, the plat from which it was created and the instrument by which the Plaintiff holds title are summarized in Table 1.

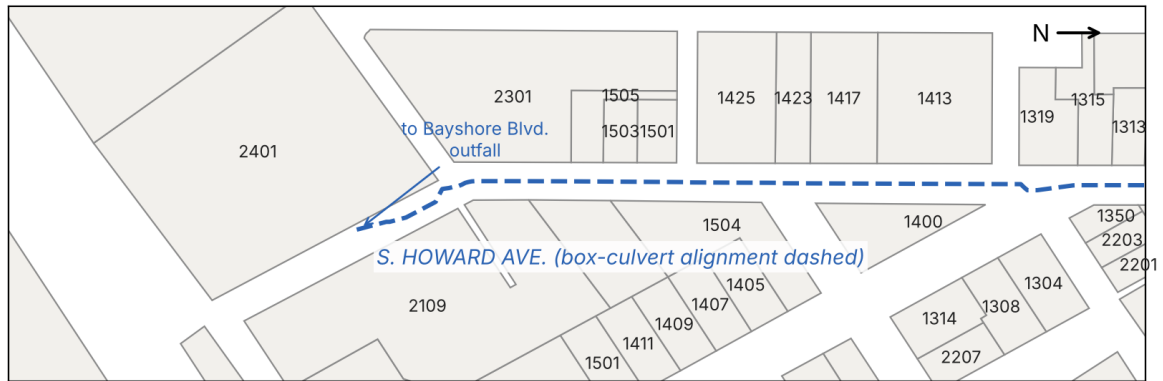
Address	Owner / Folio	Legal description (plat)	Vesting instrument
804	Bern's Steak House, Inc. 186119-0000	Lots 1-4, Block 3, Swann and Howard Avenues Subdivision, PB 9, p. 59	Warranty Deed, Deforge, OR 3109, p. 1787 (Apr. 12, 1976)
901	JLZ, LLC 117390-0000	Lots 1-3, Howard Terrace, PB 11, p. 11	Special Warranty Deed, Swain-Hoffman Trust, OR 15314, p. 945 (Aug. 1, 2005)
915	Lanza Soho Properties, LLC 117337-0000	Lots 3-5, Rosevelt Park, PB 4, p. 99	Warranty Deed, Free Course, OR 22602, p. 618 (June 2, 2014)
1015	JDJ Properties, LLC 117497-0000	Lots 28 and 29, H.J. Watrous 2nd Addition to West Hyde Park, PB 9, p. 57	Warranty Deed, Just Good Business, Inc., OR 10897, p. 976 (June 15, 2001)
1101	JL Ciccio, LLC 117498-0000	N. 110 ft. of Lot 31, H.J. Watrous 2nd Addition to West Hyde Park, PB 9, p. 57	Warranty Deed, Kennedy, OR 23852, p. 1907 (Feb. 1, 2016)
1207	Bern's Steak House, Inc. 117665-1202	Lot 1 and Tract "A," Elamis Subdivision, PB 111, p. 134 (2006 replat of North Shore Subdivision, PB 9, p. 57), less Hotel Parcels A and B and air rights (parking garage parcel)	North Shore Subdivision lot deeds to Bern's, 1968-1982 (OR 1927, p. 876 et seq.); Elamis plat (2006); SWD to Mainsail, OR 21083, p. 1146 (2012) (conveying hotel parcels only)
1208	Bern's Steak House, Inc. 186075-0000	Lot 15, H.J. Watrous Addition to West Hyde Park, DB 9, p. 45	Warranty Deed, Capitano, OR 2137, p. 608 (Feb. 24, 1970)

Address	Owner / Folio	Legal description (plat)	Vesting instrument
1308	Bern's Steak House, Inc. 186305-0000	Lot 1, Bongart's Re-Subdivision, PB 9, p. 53, and Lot 8, Block 25, West Hyde Park	Deed, Mainsail Epicurean, Instr. 2021446527 (Sept. 2, 2021)
1207 / 1226	HTLVI Tampa LLC 117665-1204 / 186096-0000	Hotel Parcels A and B and air rights, Elamis Subdivision, PB 111, p. 134; Lots 34-37, Hamner's Subdivision, PB 9, p. 33	Special Warranty Deed, Mainsail Epicurean Hotel, LLLP, Instr. 2026312596 (Aug. 6, 2026; rec. Aug. 11, 2026)

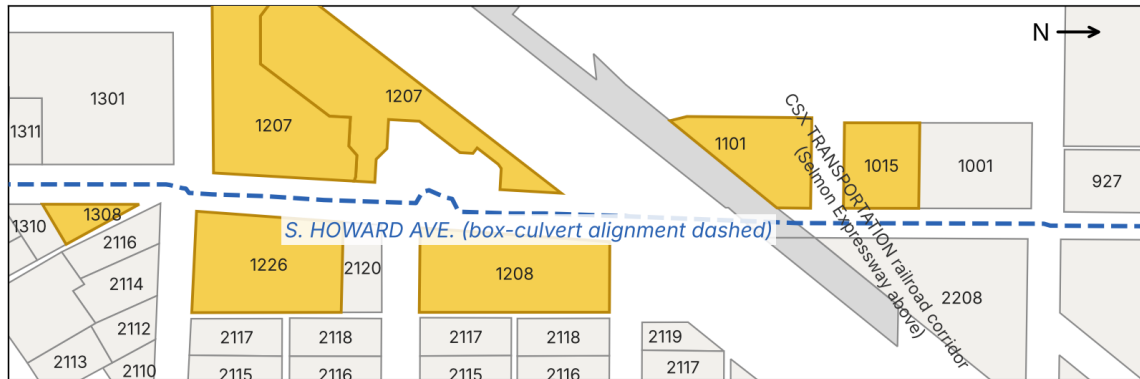
Table 1 – *Plaintiffs' parcels abutting South Howard Avenue (Composite Exhibit "A"; Hillsborough County Property Appraiser records as of Sept. 17, 2026).*

48. True copies of Plaintiffs' vesting deeds are attached as **Composite Exhibit "A"**.
49. Plaintiffs' parcels are shown in Figure 1.

Panel 1 — Bayshore Boulevard northward (west side of S. Howard Ave. at top)



Panel 2 — W. Southview Avenue to the Selmon Expressway / CSX and beyond



Panel 3 — W. Bristol Avenue to W. Swann Avenue

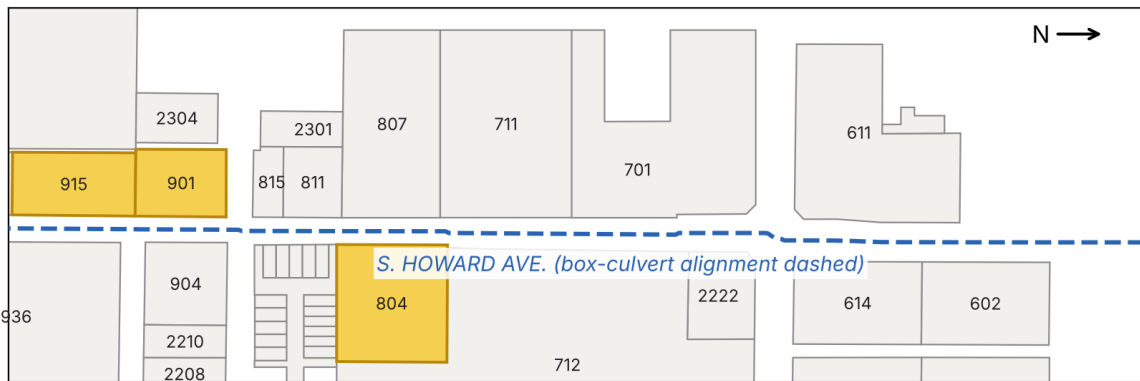


Figure 1 – Plaintiffs’ parcels (shaded) abutting South Howard Avenue, on the Property Appraiser’s parcel boundaries, with the box-culvert alignment (dashed) following the centerline of the street from West Swann Avenue to Bayshore Boulevard. In Panel 2 the alignment crosses the CSX Transportation railroad corridor (folio 117677-0000), over which the Selmon Expressway passes, between 1208 and 1101 South Howard Avenue. North is to the right, the west side of the street is at the top of each panel, and numbers are South Howard Avenue addresses. Not a survey.

50. Plaintiffs' Subsurface Fee is depicted in Figure 2.

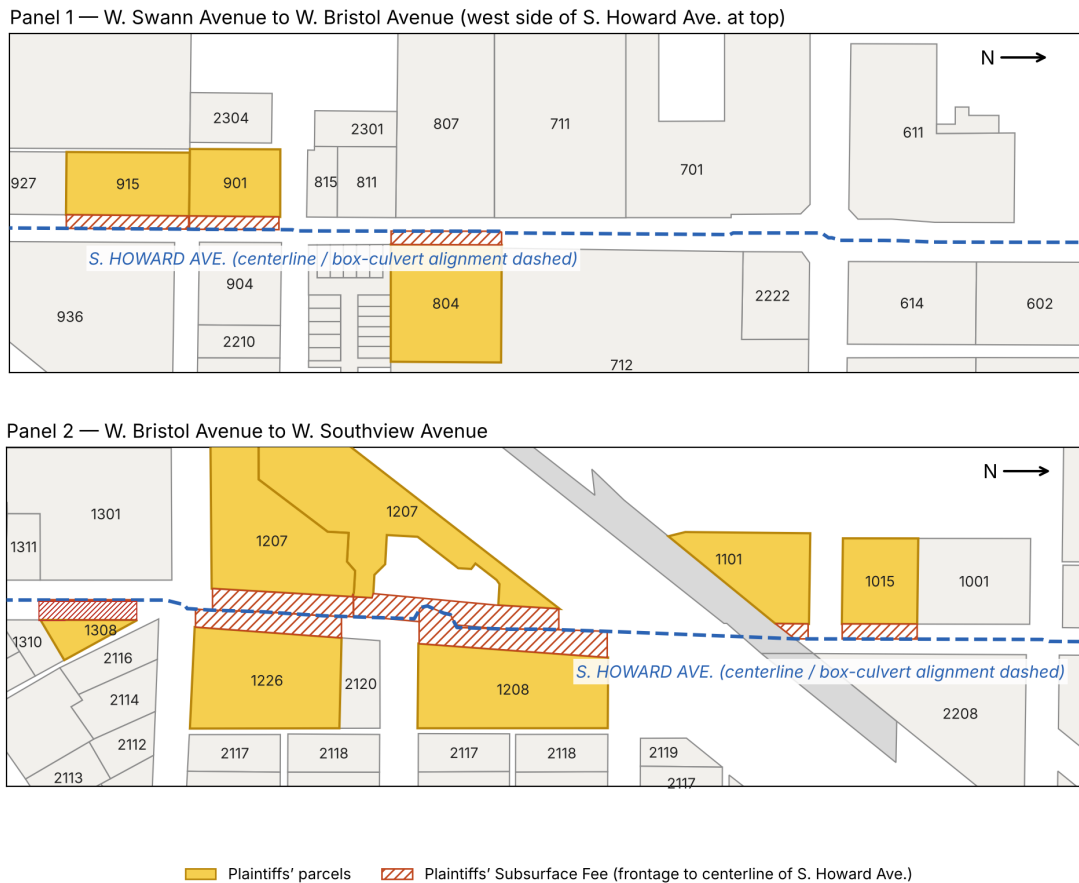


Figure 2 – Plaintiffs' Subsurface Fee (hatched): the land beneath South Howard Avenue from the frontage of each Plaintiff's parcel (shaded) to the centerline of the street (dashed), on the Property Appraiser's parcel boundaries. The fee beneath the CSX Transportation corridor is not claimed. Panel 1 runs from West Swann Avenue to West Bristol Avenue and Panel 2 from West Bristol Avenue to West Southview Avenue; north is to the right and the west side of the street is at the top. Not a survey.

51. Each Owner Plaintiff's parcel abuts South Howard Avenue between West Swann Avenue and Bayshore Boulevard.

52. Each Owner Plaintiff owns in fee simple the land within South Howard Avenue lying between the boundary of its parcel and the centerline of the street, for the length of its frontage (the "Subsurface Fee"), subject only to the public's easement to use the land as a street and to the rights reasonably incident to that use.

53. No Plaintiff has conveyed its Subsurface Fee to the City.

54. The City has not condemned the Subsurface Fee of any Plaintiff.

55. In 2019, the City acquired from JDJ a Sidewalk Easement over a 348-square-foot strip of JDJ's parcel at 1015 South Howard Avenue (Official Records Book 26927, page 1002), included in **Composite Exhibit "A"**.

56. When a public improvement has required more than the platted street easement provides, the City has acquired the additional interest from the abutting owner by recorded instrument.

B. The Corridor and the Plats That Created It

57. The Corridor is approximately 4,400 feet long.

58. South Howard Avenue within the Corridor was laid out by private subdividers, not by the City.

59. The subdividers recorded plats of their lands in the public records of Hillsborough County between 1902 and 1924.

60. South Howard Avenue within the Corridor was laid out by the recorded plats identified in **Composite Exhibit "B"** (the "Plats").

61. Each Plat shows Howard Avenue as a street bounded by the lots that front on it.

62. No Plat conveys the fee of the land within the street to the City, to Hillsborough County or to the public.

63. Each subdivider dedicated Howard Avenue to the public by recording its Plat and by selling lots with reference to it.

64. That dedication vested in the public an easement for street purposes.

65. The fee to the land within the street passed with the abutting lots to the centerline of the street. *Smith v. Horn*, 70 Fla. 484, 70 So. 435 (1915); *Walker v. Pollack*, 74 So. 2d 886 (Fla. 1954).

66. The City holds no deed, judgment, resolution or other instrument by which it acquired the land within South Howard Avenue in the Corridor, other than the instruments by which it acquired the discrete parcels identified in Part C.

C. The City's Recorded Interests in the Corridor

67. In 1921, the City acquired a triangle of land at Watrous Avenue and Howard Avenue, for street purposes, by quit-claim deed from the Atlantic Coast Line Railroad Company recorded at Deed Book 336, page 15.

68. In 1985, by Resolution No. 8644-H, the City authorized the acquisition, by purchase or eminent domain, of corner clips at the intersection of Swann Avenue and Howard Avenue.

69. In 1986, the City acquired a corner clip from Lot 1, Amelia Subdivision, at 701 South Howard Avenue, by deed recorded at Official Records Book 4772, page 1748.

70. In 1986, the City acquired corner clips from Lots 5 and 6, Block 23, Courier City, at 611 South Howard Avenue, by deed recorded at Official Records Book 4822, page 1971.

71. In 1988, the City acquired Parcel 7 at the Swann Avenue intersection by eminent domain in City of Tampa v. J.H. Williams Oil Co., by final judgment recorded at Official Records Book 5715, page 1821.

72. In 2014, the City acquired the five-foot strip along 712 South Howard Avenue by special warranty deed recorded at Official Records Book 22512, page 749.

73. In 2015, the City acquired the corner of Howard Avenue and Eleta Street at 936 South Howard Avenue by warranty deed recorded at Official Records Book 23698, page 526.

74. The City owns the park parcel at 1400 South Howard Avenue (folio 186296-0000), which abuts the Corridor.

75. The City holds fee title to the discrete parcels within or adjoining the Corridor identified in Table 2.

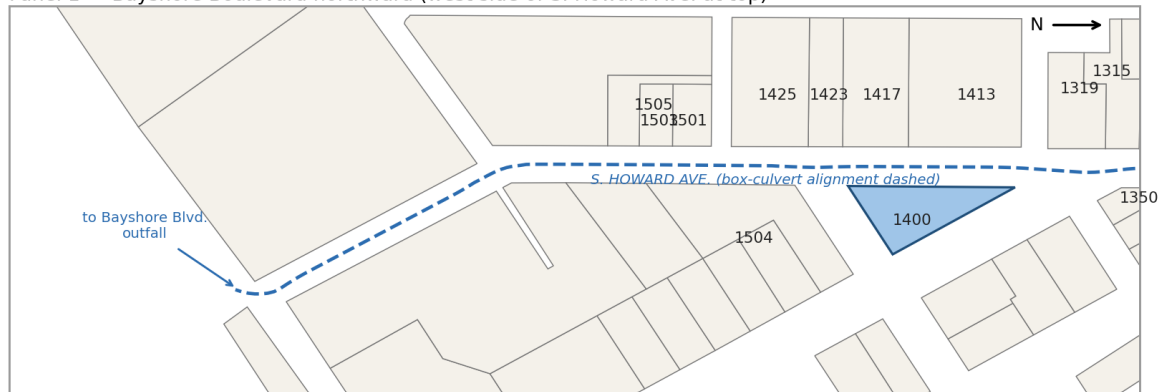
Date	Instrument	Location	Interest
June 17, 1921	Quit-Claim Deed, Atlantic Coast Line R.R. Co. to City, "for street purposes," DB 336, p. 15	Watrous Ave. at Howard Ave.	Fee (street purposes)
Sept. 1985	Resolution No. 8644-H authorizing fee acquisition and eminent domain, Swann Ave. (Armenia to Howard) intersection improvement, R/W File 224.3	Swann and Howard intersection	Authorization
Mar. 25, 1986	Deed, Ackermann to City, corner clip, Lot 1, Amelia Subdivision, OR 4772, p. 1748	701 S. Howard (SE corner of Swann)	Fee (corner clip)
May 29, 1986	Deed, Burts to City, corner clips, Lots 5–6, Block 23, Courier City, OR 4822, p. 1971	611 S. Howard	Fee (corner clips)
June 14, 1989	Final Judgment, City of Tampa v. J.H. Williams Oil Co., Parcel 7, OR 5715, p. 1821 (title vested June 17, 1988)	Swann and Howard intersection	Fee (taking)
Apr. 4, 2014	Special Warranty Deed, Post Soho Square, LLC to City, 5-ft right-of-way strip (867.5 sq. ft.), OR 22512, p. 749	712 S. Howard frontage	Fee (strip)
May 27, 2015	Warranty Deed, Howard and Morrison, LLC to City, Howard and Eleta corner, OR 23698, p. 526	936 S. Howard (Howard and Eleta)	Fee (corner)

Table 2 – *Instruments of record by which the City acquired fee title to discrete parcels along South Howard Avenue.*

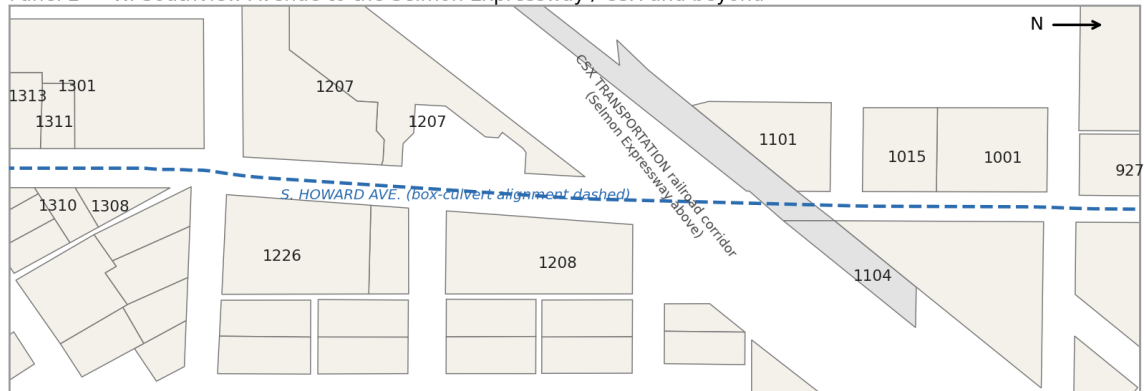
76. Other than the parcels identified in Table 2, the City holds no fee title to land within the Corridor.

77. The parcels identified in Table 2 are shown in Figure 3.

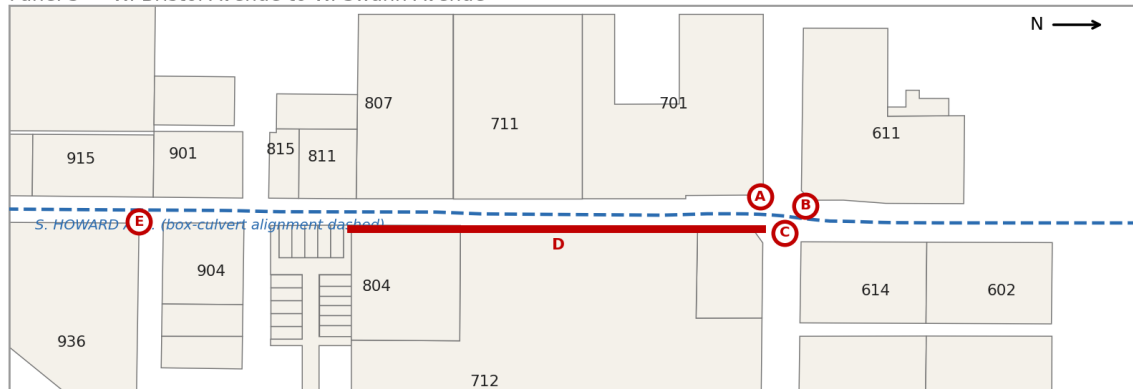
Panel 1 — Bayshore Boulevard northward (west side of S. Howard Ave. at top)



Panel 2 — W. Southview Avenue to the Selmon Expressway / CSX and beyond



Panel 3 — W. Bristol Avenue to W. Swann Avenue



Shaded parcel: 1400 S. Howard Ave. (Bern's Park), folio 186296-0000, owned by the City of Tampa.
A 1986 Ackermann corner clip, Lot 1 Amelia (701 S. Howard), OR 4772/1748
B 1986 Burts corner clips, Lots 5-6 Blk 23 Courier City (611 S. Howard), OR 4822/1971
C 1989 Final Judgment, City v. J.H. Williams Oil, Parcel 7 (Swann and Howard), OR 5715/1821
D 2014 Post Soho Square 5-ft right-of-way strip along the 712 S. Howard frontage, OR 22512/749 (heavy line)
E 2015 Howard and Morrison corner (Howard and Elesta, 936 S. Howard), OR 23698/526
(1921 Atlantic Coast Line deed, DB 336/15, lies at Watrous Ave. within the railroad corridor)

Figure 3 – The discrete parcels along the Corridor in which the City holds a recorded fee interest (Table 2), on the parcel base of Figure 1: the 1400 South Howard Avenue parcel (shaded) and the instruments lettered A through E in the legend; north is to the right. Plotted from the instruments listed in Table 2; not a survey.

78. The City acquired each parcel identified in Table 2 by deed or by condemnation.

D. The Project and the Box Culvert

79. On September 17, 2026, by Resolution No. 2026-775, the City Council approved a Design-Build Services Agreement with a Guaranteed Maximum Price between the City and Kimmins (“GMP-1”) in the amount of \$92,712,980.91 (the “Guaranteed Maximum Price”).

80. GMP-1 provides for the construction of a new stormwater box culvert from Bayshore Boulevard north along South Howard Avenue to West Swann Avenue and then west to South Audubon Avenue.

81. On September 21, 2026, the City delivered the executed GMP-1 to Kimmins with a notice to proceed.

82. The Project is depicted in Figure 4.

83. The Phase 1 box culvert runs from the AMI Pond in Parkland Estates, along West Swann Avenue and the length of South Howard Avenue, to the existing triple-box outfall at Bayshore Boulevard.



Figure 4 – The Project as a whole, as depicted by City staff to the City Council: the proposed Phase 1 box culvert (orange) from the AMI Pond in Parkland Estates, along West Swann Avenue and the length of South Howard Avenue, to the existing triple-box outfall at Bayshore Boulevard; proposed Phase 1 secondary storm sewers (red); and future-phase storm sewers (green). Source: City of Tampa staff presentation, “Flooding Solution,” Slide 3.

84. The Project is shown in the 60% Design Plans, Volumes I and II, issued July 15, 2026 (the “60% Plans”).
85. Atkins’ engineers signed and sealed the 60% Plans.
86. The Guaranteed Maximum Price is based on the 60% Plans.
87. Relevant sheets of the 60% Plans are attached as **Composite Exhibit “C”**.

88. The 60% Plans place a ten-foot wide by ten-foot deep reinforced concrete box culvert beneath the centerline of South Howard Avenue along the entire frontage of every Plaintiff.

89. The box culvert is approximately twelve feet wide and twelve feet high outside its walls.

90. Along Plaintiffs' frontages, the excavation required to place the box culvert is approximately 16.5 to 19 feet deep and on the order of twenty feet wide.

91. A schematic cross-section of the excavation is set out in Figure 5 and attached, full size, as **Exhibit "D"**.

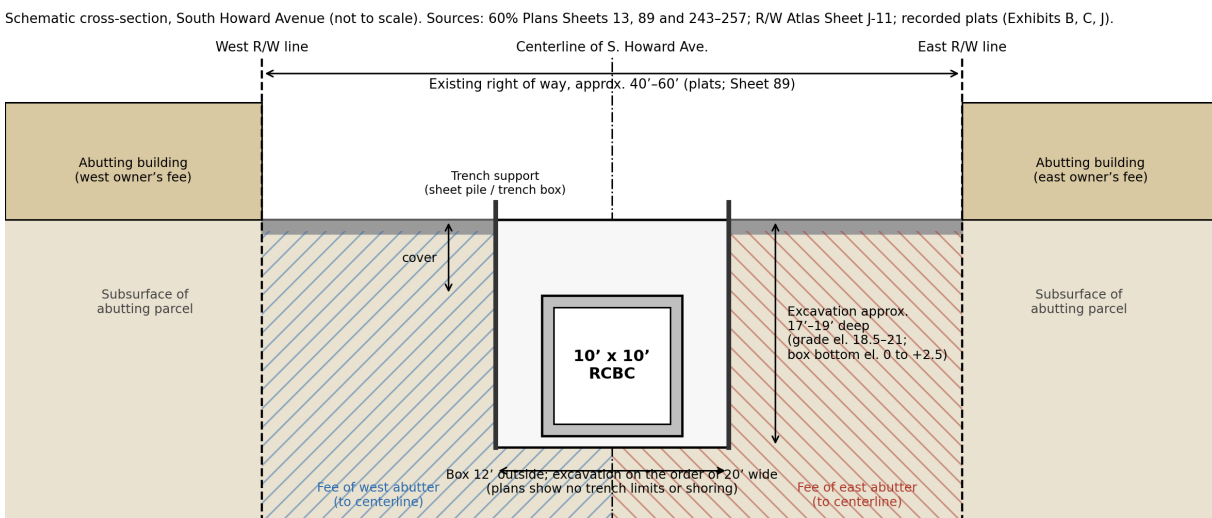


Figure 5 – Schematic cross-section of South Howard Avenue (not to scale) showing the platted right-of-way, the abutting owners' fee to the centerline (hatched), and the approximately 16.5- to 19-foot-deep excavation required to place the 10' x 10' box culvert beneath the centerline. Prepared from 60% Plans Sheets 13, 89, 222-242 and 243-257 (**Composite Exhibit "C"**) and the recorded plats (**Composite Exhibit "B"**).

92. Occupied buildings stand ten to fifteen feet from the edge of the excavation.

93. The excavation is compared with a typical utility trench in Figure 6.

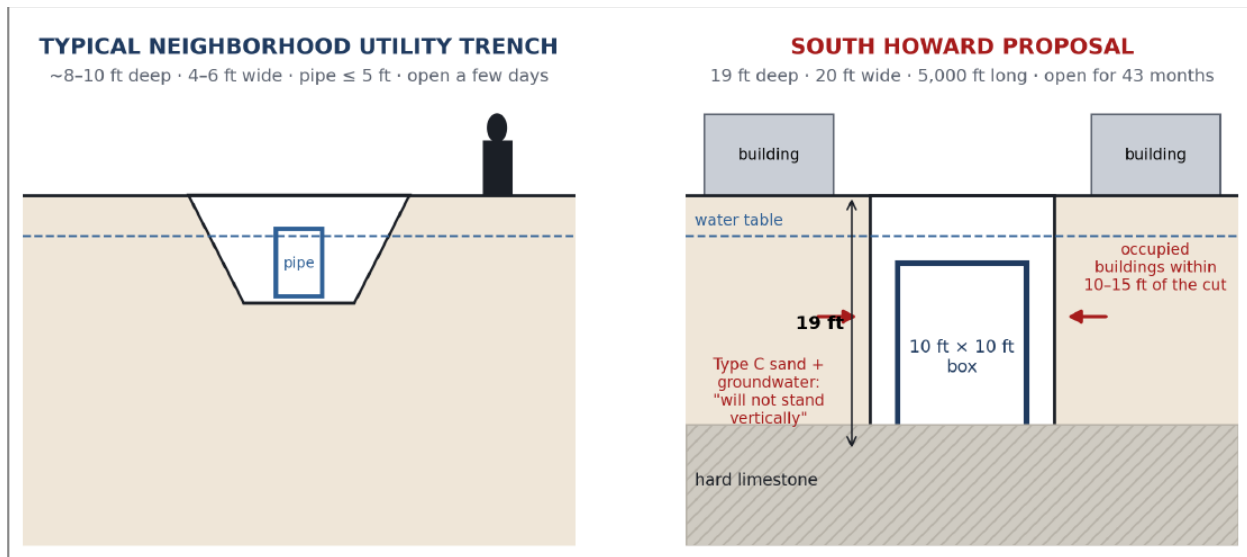


Figure 6 – The South Howard Avenue excavation compared with a typical neighborhood utility trench: a 10-foot by 10-foot box culvert in an open cut up to approximately 19 feet deep and 20 feet wide, below the water table, with occupied buildings 10 to 15 feet from the edge of the cut. Prepared by Martin E. Millburg, P.E., from the 60% Plans and the City's geotechnical report.

94. The soils along the alignment will not stand vertically in an open excavation below the groundwater level.
95. An unsupported excavation in those soils would have to be laid back at a slope of two horizontal to one vertical.
96. At that slope the excavation would be approximately 96 feet wide at the top and would extend beneath the buildings adjoining the right-of-way.
97. The platted right-of-way of South Howard Avenue is 40 to 60 feet wide.
98. An unsupported excavation in those soils is depicted in Figure 7.

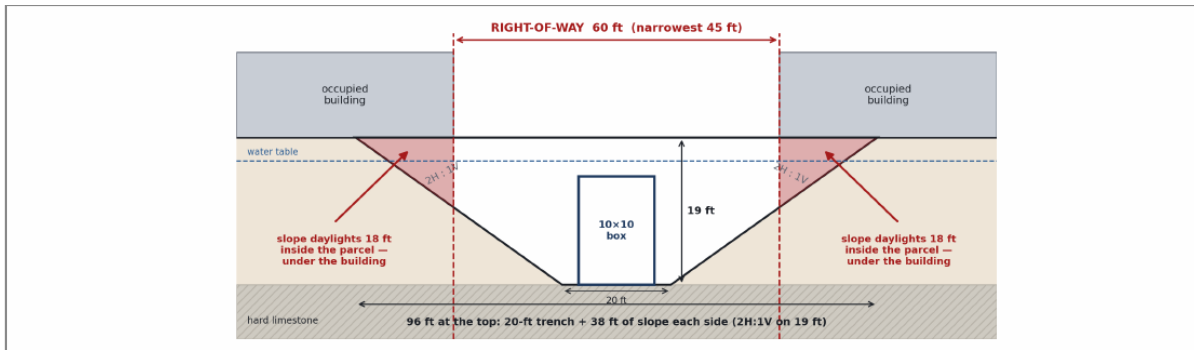


Figure 7 – An unsupported excavation laid back at a 2H:1V slope — in soils the City’s own geotechnical report says “will not stand vertically” below the water table — would be approximately 96 feet wide at the top and would daylight approximately 18 feet inside the adjoining parcels, beneath the buildings, in a right-of-way that is typically 45 to 60 feet wide. Prepared by Martin E. Millburg, P.E.

99. The excavation-support systems capable of holding the cut open within the Corridor are depicted in Figure 8.

100. The excavation can be held open only by a tied sheet-pile wall or by a drilled-shaft and sheet-pile wall socketed into rock.

101. A tied sheet-pile wall requires tiebacks extending beneath the adjoining private parcels.

102. A tied sheet-pile wall can be used only where rock lies deep enough below the bottom of the excavation to embed the sheet piles.

103. At boring locations along the Corridor, rock lies at or above the bottom of the excavation, and sheet piles cannot be embedded there.

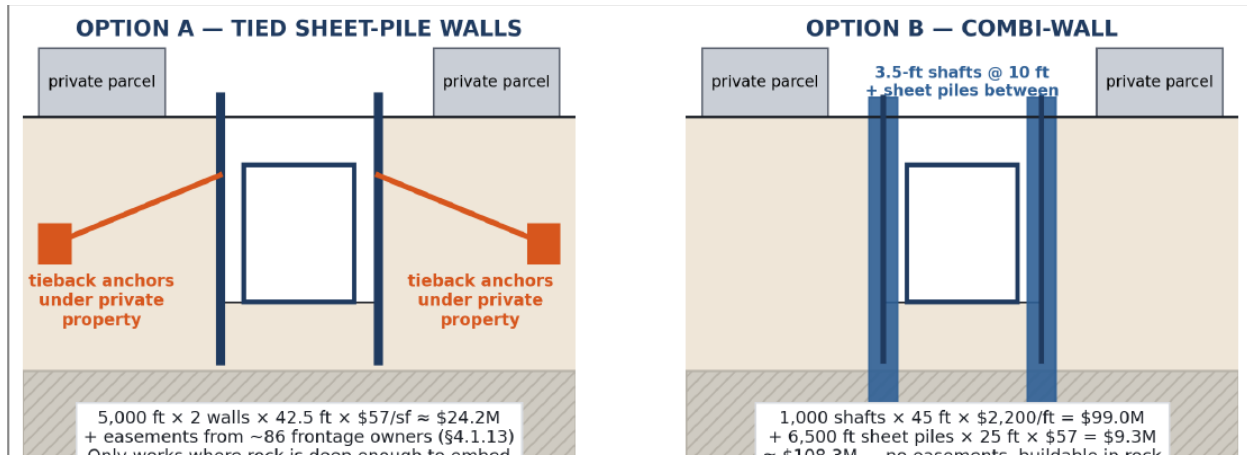
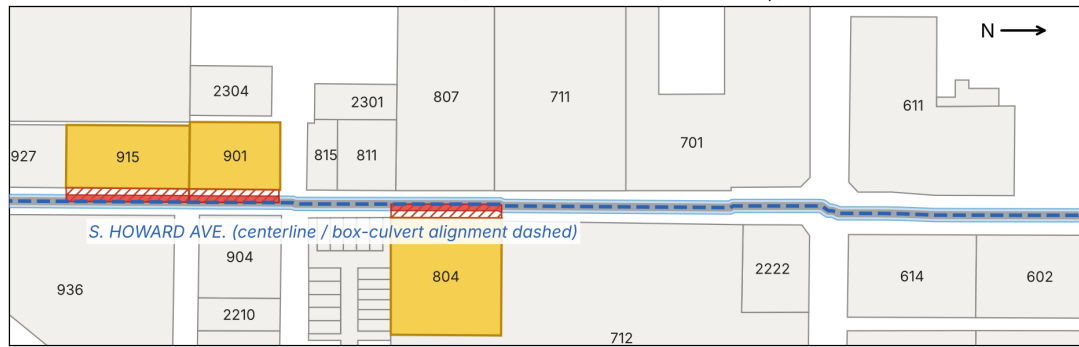


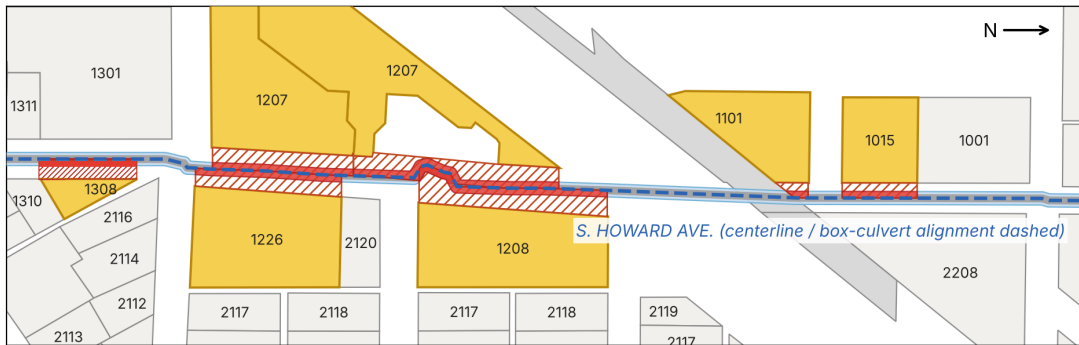
Figure 8 – The two excavation-support systems capable of holding the cut open where a sloped excavation cannot be used: tied sheet-pile walls anchored by tiebacks extending beneath the adjoining private parcels (Option A), which require easements from the frontage owners; and a combination drilled-shaft and sheet-pile wall socketed into rock (Option B). Neither appears in the 60% Plans or the Guaranteed Maximum Price. Prepared by Martin E. Millburg, P.E.

104. The 60% Plans do not contain any sheeting, shoring, sheet-pile, tieback or other excavation-support design for the box culvert.
105. The excavation will require dewatering.
106. The box culvert will lie within the Subsurface Fee of each Owner Plaintiff for the full length of that Owner Plaintiff's frontage.
107. The excavation for the box culvert, in relation to Plaintiffs' Subsurface Fee, is depicted in Figure 9.

Panel 1 — W. Swann Avenue to W. Bristol Avenue (west side of S. Howard Ave. at top)



Panel 2 — W. Bristol Avenue to W. Southview Avenue



- Plaintiffs' parcels
- Plaintiffs' Subsurface Fee (frontage to centerline of S. Howard Ave.)
- Excavation for box culvert (approx. 20 ft wide, centered on alignment)
- 10 ft x 10 ft box culvert (12 ft outside)
- Excavation within Plaintiffs' Subsurface Fee

Figure 9 — The excavation for the box culvert (blue band, approximately 20 feet wide, centered on the alignment) and the box culvert itself (gray, 12 feet outside to outside) superimposed on Plaintiffs' Subsurface Fee (hatched) from Figure 2. The red areas are the portions of the excavation that lie within Plaintiffs' Subsurface Fee. Same panels and orientation as Figure 2. Not a survey.

108. The excavation will remove Plaintiffs' soil from their Subsurface Fee.
109. The excavation will require excavation support within Plaintiffs' Subsurface Fee.
110. The dewatering will draw down the groundwater beneath Plaintiffs' buildings.
111. Once built, the box culvert will permanently occupy Plaintiffs' Subsurface Fee.
112. The box culvert is not needed for, and is not sized for, the drainage of South Howard Avenue or of the lots that abut it.

113. The box culvert is sized to carry stormwater from an approximately 260-acre basin that includes the Parkland Estates and Palma Ceia Pines neighborhoods.

114. The Project will also accept stormwater discharged from the Lee Roy Selmon Expressway under an interlocal agreement between the City and the Tampa-Hillsborough Expressway Authority (“THEA”) approved by the City Council on September 17, 2026, by Resolution No. 2026-776.

115. The box culvert is a regional stormwater conveyance serving other drainage basins and a State expressway.

116. City staff’s depiction of how the Project works is set out in Figure 10.

117. That depiction shows runoff from Palma Ceia Pines and Parkland Estates, at an elevation of approximately 20 feet, flowing by gravity through the new box culvert to Hillsborough Bay, at an elevation of approximately zero.

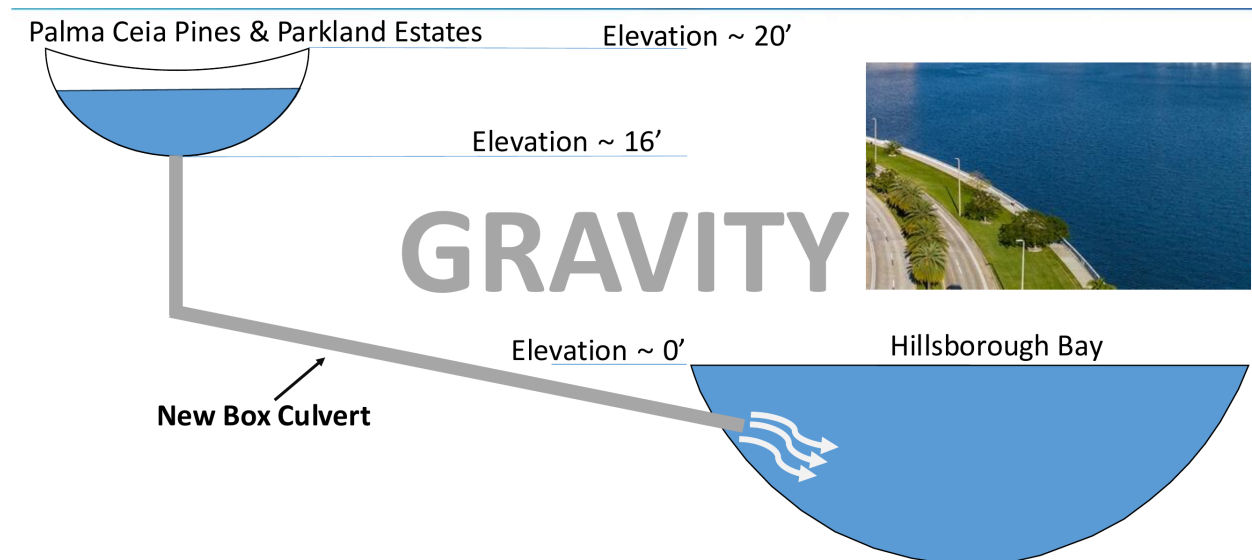


Figure 10 – City staff’s “Why Does this Work?” diagram, presented to the City Council on September 3 and September 17, 2026: runoff from Palma Ceia Pines and Parkland Estates at elevation approximately 20 feet flows by gravity through the “New Box Culvert” to Hillsborough Bay at elevation approximately 0. Source: City of Tampa staff presentation, Slide 9.

118. The box culvert is located beneath the Corridor because the Corridor is the most direct route from those basins to Hillsborough Bay.

119. The City has not offered to purchase any interest in Plaintiffs' Subsurface Fee.

120. The City has not instituted proceedings under chapter 73 or chapter 74, Florida Statutes, to acquire any interest in Plaintiffs' Subsurface Fee.

121. The City Council has not adopted a resolution under section 166.401(3), Florida Statutes, authorizing the acquisition of any interest in Plaintiffs' Subsurface Fee.

122. The City's schedule calls for box-culvert construction on South Howard Avenue to begin in May 2027.

E. The Eleven Locations Where the Plans Leave the Right-of-Way

123. The Project plans show driveway, sidewalk, curb and access work at locations on eleven parcels that lie outside the platted right-of-way of South Howard Avenue.

124. The eleven parcels are identified in Table 3 and depicted in the Map Exhibits attached as **Composite Exhibit "E"**.

Address	Folio	Record owner	Map Exh.	Plaintiff
2109 Bayshore Blvd	186317-5204	Bayshore Royal Condominium Assoc.	1	—
1400 S Howard Ave (Bern's Park)	186296-0000	City of Tampa	2	—
936 S Howard Ave	186173-0000	Howard and Morrison LLC	3	—
927 S Howard Ave	117334-0000	Soho Square Group LLC	4	—
915 S Howard Ave	117337-0000	Lanza Soho Properties LLC	5	Lanza
904 S Howard Ave	186133-0000	Paul Jaouen	6	—
901 S Howard Ave	117390-0000	JLZ LLC	7	JLZ
804 S Howard Ave	186119-0000	Bern's Steak House, Inc.	8	Bern's
712 S Howard Ave	186109-0500	MAA WWARRS LLC	9	—
711 S Howard Ave	117665-0612	SOHO Collection A Condominium HOA	10	—
701 S Howard Ave	117665-0724	SOHO Pointe HOA	11	—

Table 3 – The eleven parcels on which the plans show work outside the platted right-of-way (Composite Exhibit “E”, Map Exhibits 1–11). Owners per Hillsborough County Property Appraiser.

125. Three of the eleven parcels are owned by Plaintiffs: 804 South Howard Avenue (Bern’s), 901 South Howard Avenue (JLZ) and 915 South Howard Avenue (Lanza).

126. The other eight parcels are 2109 Bayshore Boulevard, 1400 South Howard Avenue (owned by the City), and 936, 927, 904, 712, 711 and 701 South Howard Avenue.

127. The work shown on those three parcels is depicted in Figure 11.

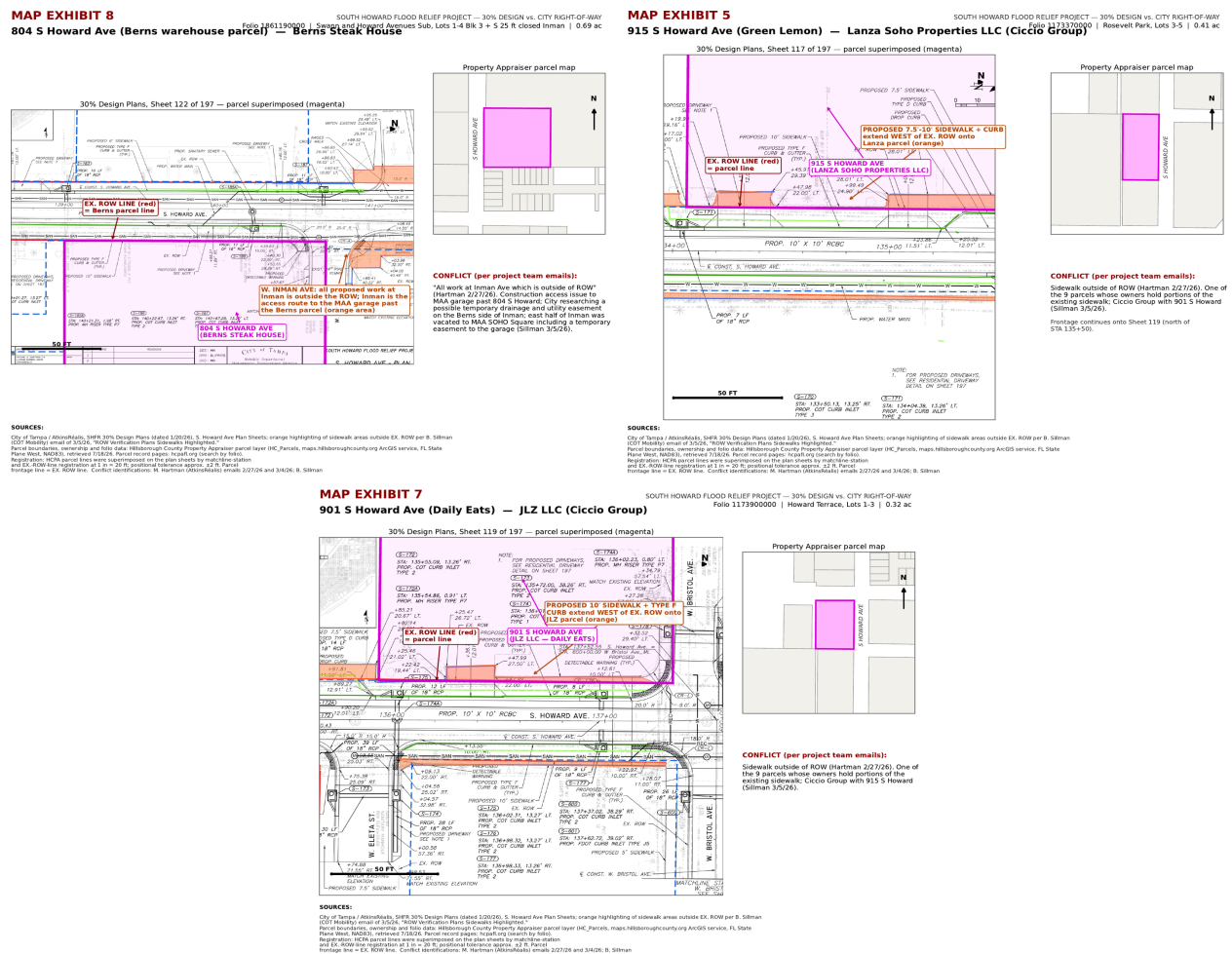


Figure 11 – Map Exhibits 8 (804 S. Howard, Bern’s), 5 (915 S. Howard, Lanza) and 7 (901 S. Howard, JLZ), showing the plan work (magenta) extending beyond the platted right-of-way line onto Plaintiffs’ parcels. Full-size copies are in Composite Exhibit “E”.

128. The 60% Plans make the work shown outside the existing right-of-way conditional on agreements with the property owners.

129. The City has no agreement with any Plaintiff for the work shown on that Plaintiff's land.

130. The City has not sought such agreements and has not disclaimed an intent to perform the work without them.

131. Kimmins has priced that work, and the City has scheduled it.

F. The Controversy

132. The City contends that its existing right-of-way authorizes it to excavate the Corridor and to build the box culvert without acquiring any interest from the abutting owners.

133. Plaintiffs contend that the City holds only a street easement in the Corridor and that the Owner Plaintiffs own the Subsurface Fee.

134. Plaintiffs contend that the box culvert is an additional servitude on their land that the City may impose only by purchase or by eminent domain.

135. Plaintiffs contend that the City may not enter Plaintiffs' land outside the platted right-of-way without their agreement or an acquisition.

136. Unless the parties' rights are declared, the City will excavate Plaintiffs' land on the schedule it has fixed.

G. The Project as Designed, Priced and Sold by the Design-Build Defendants and Promoted by the City

137. The City owns and operates a stormwater utility funded through an enterprise fund separate from the City's general fund.

138. Since 2016, the City has imposed the Stormwater Improvement Assessment authorized by Resolution Nos. 2016-567 and 2016-706 (the “Assessment”) on parcels within its Central and Lower Basin Improvement Area.

139. The City’s stormwater utility is funded solely through the Stormwater Improvement Assessment and Stormwater Maintenance Assessment.

140. The Assessment is levied on every parcel abutting the Corridor, including each Owner Plaintiff’s parcel.

141. The owners of parcels on the Corridor pay the Assessment directly. Businesses that lease premises on the Corridor pay it through their rent and occupancy costs.

142. The City’s funding plan for the Project relies on the Assessment and on bonds secured by it.

143. The City provides stormwater service to those parcels that pay the Assessment.

144. Stormwater service is a service within the meaning of section 501.203(8), Florida Statutes.

145. The City advertises and promotes the Project to the businesses of the Corridor through its Project website, its public presentations and the public-information and business-assistance services included in the Guaranteed Maximum Price.

146. In operating its stormwater utility and in promoting the Project, the City acts in a proprietary capacity.

147. In providing that service and in promoting the Project to those who pay for it, the City is engaged in trade or commerce within the meaning of section 501.203(8), Florida Statutes.

148. Kimmins sold design-build services for the Project to the City for consideration.

149. Atkins sold engineering services through Kimmins for the Project to the City for consideration.

150. Atkins' engineers signed and sealed the 60% Plans and the Preliminary Engineering Report sealed August 3, 2026 (the "PER").

151. Kimmins and Atkins are each engaged in trade or commerce within the meaning of section 501.203(8), Florida Statutes.

152. The Design-Build Defendants represented that the 60% Plans are a design on which the Project can be priced and built.

153. The Design-Build Defendants represented that the Project can be built within the existing right-of-way.

154. Kimmins represented that the Guaranteed Maximum Price is the price to construct the work shown in the 60% Plans.

155. Kimmins represented that the Guaranteed Maximum Price includes the excavation support the Project requires.

156. The Design-Build Defendants represented that the 60% Plans are a complete and constructible design.

157. The Design-Build Defendants represented that construction will proceed in short phases on the published schedule, each restored and reopened before the next begins.

158. The City adopted those representations and republished them to the City Council, on its Project website and to the businesses of the Corridor.

159. The City represented that the box culvert can be built within the existing right-of-way and that no eminent domain is needed.

160. The right-of-way is as narrow as forty feet in parts of the Corridor.

161. When they made those representations, Defendants knew that the Project had unresolved right-of-way issues.

162. Defendants knew that the Project would require easements from abutting owners.

163. The Defendants had not obtained title reports for the land abutting the Corridor.

164. The Defendants knew that the Project could give rise to inverse condemnation claims by abutting owners.

165. The Defendants promoted the Project as flood relief.

166. Defendants knew that the Project, as designed, will not provide the flood relief level of service to Palma Ceia Pines.

167. Defendants did not disclose that fact in promoting the Project.

168. The Guaranteed Maximum Price and the 60% Plans do not contain any dewatering, settlement or vibration design.

169. The Guaranteed Maximum Price and 60% Plans do not contain any item for excavation support.

170. The PER does not contain any excavation-support design.

171. The excavation requires a wall or other excavation-support system.

172. The Design-Build Defendants knew no later than May 27, 2025, that the excavation would require support to avoid damaging adjacent properties.

173. An adequate excavation-support system would add between \$24 million and \$108 million to the cost of the Project.

174. The Design-Build Defendants represented that the CSX crossing has been designed and is permissible.

175. The box culvert must cross beneath the CSX railroad and the Selmon Expressway through an existing culvert with half its cross-section.

176. The CSX crossing priced in the Guaranteed Maximum Price does not meet CSX's technical standards.

177. The Design-Build Defendants represented that the Bayshore Boulevard outfall has been designed and is permissible.

178. The box culvert must discharge through the existing outfall beneath Bayshore Boulevard, whose combined cross-section is smaller than that of the box culvert.

179. The existing outfall is in need of repair or replacement in order to function.

180. The Guaranteed Maximum Price and 60% Plans do not contain any cost or even a design for the repair or replacement of the outfall.

181. Six Florida Department of Environmental Protection ("FDEP") contamination sites front or adjoin the alignment of the box culvert.

182. Those sites, and a seventh that FDEP closed in 2015, are identified in Table 4 and depicted in Figure 12.

183. Those sites are 936 South Howard Avenue (SOHO Lofts / The Morrison), 1001 South Howard Avenue (7-Eleven), 1015 South Howard Avenue (Coin Laundry), 1207 South Howard Avenue (former South Howard Auto Sales), 1417 South Howard Avenue (Rainbow Food Mart), 2222 West Swann Avenue (Union 76) and 614 South Howard Avenue (former Morris Fonte Cleaners).

184. The sites at 1001, 1015, 1207 and 1417 South Howard Avenue and 2222 West Swann Avenue are open and active.

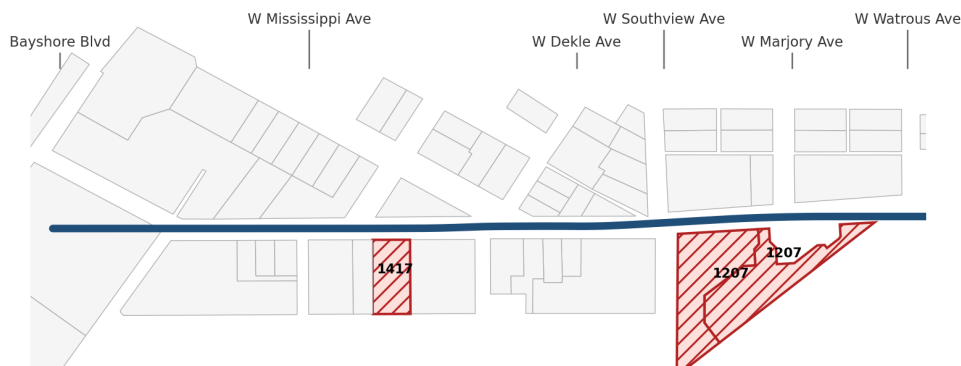
185. The site at 936 South Howard Avenue is closed with conditions under a recorded covenant that regulates dewatering.

Site	Address	Status
SOHO Lofts / The Morrison (COM_326206)	936 S Howard Ave	Closed with conditions; PCE/TCE in groundwater; recorded covenant regulates dewatering and stormwater features
7-Eleven #40420	1001 S Howard Ave	Open / active
Coin Laundry	1015 S Howard Ave	Open / active
Former South Howard Auto Sales	1207 S Howard Ave	Open / active; vertical extent not delineated
Rainbow Food Mart	1417 S Howard Ave	Open / active; five discharges
Union 76 / J.H. Williams	2222 W Swann Ave	Open / active
Former Morris Fonte Cleaners	614 S Howard Ave	Closed 2015

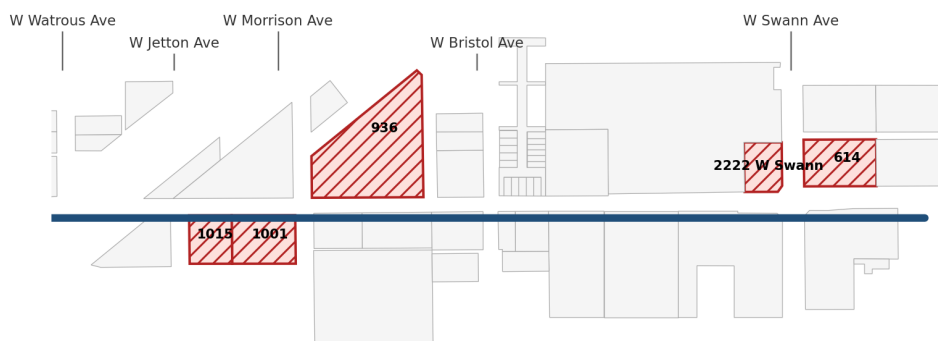
Table 4 – FDEP contamination sites on or adjacent to the alignment.

**FDEP CONTAMINATION SITES ON AND ADJACENT TO THE TRENCH
(NORTH IS TO THE RIGHT →; numbers are South Howard Avenue street addresses)**

Segment 1 — Bayshore Boulevard to Watrous Avenue (south half)



Segment 2 — Watrous Avenue to Swann Avenue (north half)



Sources: HCPA parcel boundaries (EPSG 2237); 60% Design Plans, final issuance 7/15/26; 26-07-18 Map Exhibits (11 parcels); FDEP site files; AREHNA boring table as read by Millburg (8/30/26). Street positions and boring locations approximate. Not a survey.

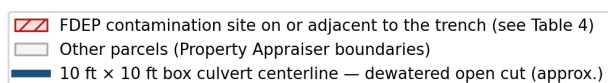


Figure 12 – The FDEP contamination sites on and adjacent to the trench (red hatch) in relation to the box-culvert centerline; north is to the right. The 936 South Howard Avenue site is closed only conditionally, under a recorded covenant that regulates dewatering; five of the others are open and actively contaminated.

186. The 60% Plans do not identify those contamination sites.

187. The 60% Plans do not address how the proposed excavation and dewatering will be conducted adjoining these sites.

188. Dewatering of the excavation adjoining those sites will draw contaminated groundwater into the excavation and release it, through the dewatering discharge, into the environment.

189. JDJ's parcel at 1015 South Howard Avenue is the site of an open petroleum cleanup, FDEP Facility No. 8520511.

190. Naphthalene remains in the groundwater beneath JDJ's parcel above its groundwater cleanup target level.

191. Dewatering of the trench in front of JDJ's parcel will draw that contaminated groundwater toward the excavation and will disrupt the cleanup of JDJ's land.

192. The Guaranteed Maximum Price excludes the treatment of contaminated soil and water.

193. The parcels abutting the Corridor drain through permitted private storm-water management systems that connect to the storm sewer in South Howard Avenue.

194. Those systems include the system serving HTLVI's premises at 1226 South Howard Avenue, permitted by the Southwest Florida Water Management District (the "District") under Environmental Resource Permit No. 44044679.000, and the systems serving the premises of other members of the Business Class.

195. The excavation for the box culvert will sever the connection of each of those systems to the storm sewer in South Howard Avenue.

196. The 60% Plans and the Guaranteed Maximum Price contain no schedule of those systems, no provision for reconnecting or replacing them, and no provision for interim drainage while the excavation separates them from the storm sewer.

197. The modification of each of those permitted systems requires an application by its owner to the District and the District's approval.

198. The cost to the owners of the permitted stormwater management systems along the Project route of the engineering, construction and permitting required to modify and reconnect them is approximately \$9,570,000.

199. The Request for Qualifications under which Kimmins was selected solicited qualifications, not prices.

200. The Request for Qualifications advertised an engineer's estimate of \$45,362,600.

201. The public announcement of the Request for Qualifications stated that the contract was expected to be performed over a four-year period with a budget of \$55 million.

202. Section 5.0 of the City's Executive Order 2023-7 provides that a new competitive selection process will occur if there are cardinal or material changes in the scope of a project after issuance of the request for qualifications.

203. Section 5.2 of Executive Order 2023-7 defines such changes to include changes that cause the cost of a project to increase by more than twice the budgeted amount or engineer's estimate advertised in the request for proposals or qualifications.

204. Twice the engineer's estimate advertised with the Request for Qualifications is \$90,725,200.

205. Twice the \$55 million budget advertised with the Request for Qualifications is \$110,000,000.

206. The Guaranteed Maximum Price exceeds twice the engineer's estimate advertised with the Request for Qualifications.

207. With the \$7,728,537 Agreement for Design-Build Initial Services between the City and Kimmins, the Phase 1 price of the Project is \$100,441,517.91.

208. The Phase 1 price of the Project exceeds twice the engineer's estimate advertised with the Request for Qualifications.

209. The cost of the items the Guaranteed Maximum Price excludes, and of the other work required to construct Phase 1 that it does not price, is approximately \$52,000,000 if a tied sheet-pile wall is used for excavation support, and approximately \$122,500,000 if a combined drilled-shaft and sheet-pile wall is used.

210. With those costs, the cost of Phase 1 exceeds twice the \$55 million budget advertised with the Request for Qualifications.

211. On information and belief, the Design-Build Defendants, with the City's knowledge, omitted the excavation-support system from the 60% Plans and the Guaranteed Maximum Price to keep the Project's price below those thresholds.

212. On information and belief, the Design-Build Defendants intend to add the excavation-support system by change order after excavation begins.

213. GMP-1 permits the Guaranteed Maximum Price to be adjusted by change order.

214. Defendants made the representations and omissions alleged in this Part to induce the City Council and those who pay the Assessment to accept the design, approve the price and acquiesce in the Project.

215. A business acting reasonably would understand from those representations that the Project had been fully designed and priced and could be built within the street, in the phases and on the schedule described.

216. Those representations were false or misleading.

217. The City Council approved GMP-1 in reliance on those representations.

218. Had the excavation-support system the Project requires been included in the 60% Plans and the Guaranteed Maximum Price, the price presented to the City Council would have been materially higher.

219. The Design-Build Defendants did not disclose to the businesses of the Corridor that the Project cannot be built as designed and priced.

220. Defendants' practices offend the public policies expressed in the statutes and rules identified in Part H.

221. The members of the Business Class pay the Assessment that funds the Project.

222. Each Owner Plaintiff pays the Assessment and receives stormwater service from the City; HTLVI TRS pays the Assessment through its rent under the operating lease.

223. The owners and occupants of the parcels that pay the Assessment, including the members of the Business Class, are consumers within the meaning of section 501.203(7), Florida Statutes.

224. Because the stormwater utility is funded solely through the Stormwater Improvement Assessment and the Stormwater Maintenance Assessment, those who pay the Assessment will bear the cost of the omitted excavation-support system, dewatering design, contaminated soil and water treatment, and outfall repair or replacement the Project requires.

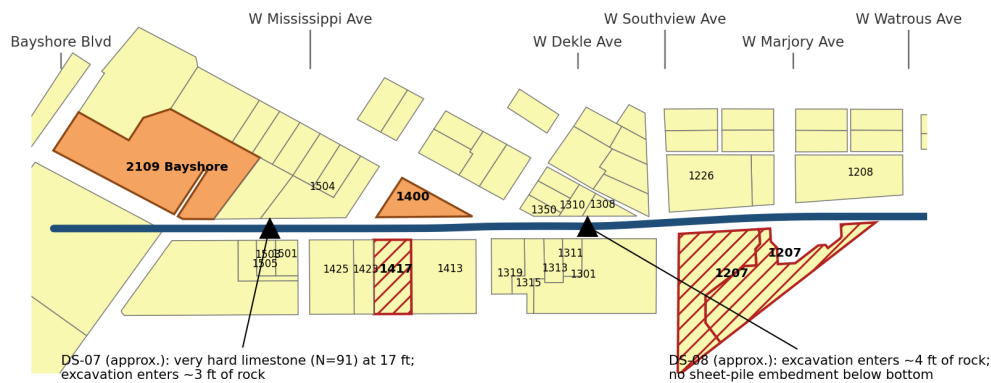
225. Those who pay the Assessment are paying for a Project represented as providing flood relief that, as designed, will not provide the represented level of service to Palma Ceia Pines.

226. The frontages of the members of the Business Class will be excavated and closed under the design, price and schedule that Defendants represented.

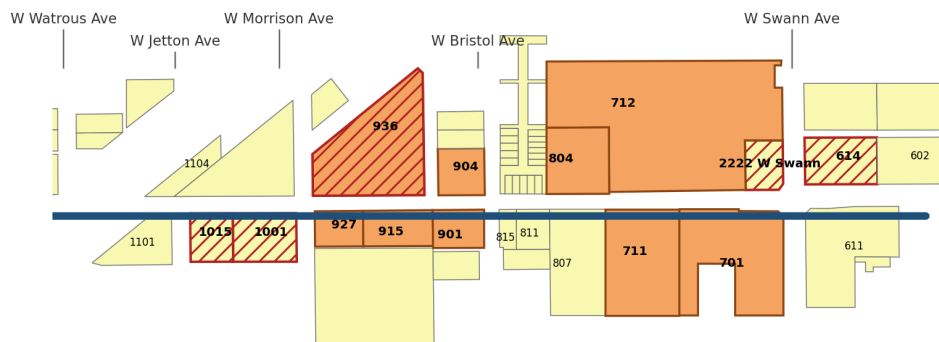
227. The Corridor, the frontage parcels the excavation reaches, the eleven parcels outside the platted right-of-way and the contamination sites are depicted in Figure 13.

**S. HOWARD AVENUE CORRIDOR — Bayshore Boulevard to Swann Avenue
(NORTH IS TO THE RIGHT →; numbers are South Howard Avenue street addresses)**

Segment 1 — Bayshore Boulevard to Watrous Avenue (south half)



Segment 2 — Watrous Avenue to Swann Avenue (north half)



Sources: HCPA parcel boundaries (EPSG 2237); 60% Design Plans, final issuance 7/15/26; 26-07-18 Map Exhibits (11 parcels); FDEP site files; AREHNA boring table as read by Millburg (8/30/26). Street positions and boring locations approximate. Not a survey.

- Frontage parcel — excavation to the right-of-way line; dewatering drawdown and loss of lateral support beneath
- Eleven parcels the plans enter outside the platted right-of-way (Sheet 7, General Note 17)
- FDEP contamination site on or adjacent to the trench — dewatering regulated
- 10 ft x 10 ft box culvert centerline — open-cut trench approximately 18-19 ft deep (approx.)
- Boring where rock at the excavation bottom prevents sheet-pile embedment (approx.)

Figure 13 – The South Howard Avenue corridor from Bayshore Boulevard to Swann Avenue, north to the right: the frontage parcels the excavation reaches (yellow); the eleven parcels the plans enter outside the platted right-of-way (orange); the FDEP contamination sites (red hatch); the box-culvert centerline (blue); and the borings where rock at the excavation bottom prevents sheet-pile embedment (triangles). Prepared from Property Appraiser parcel boundaries and the 60% Plans; not a survey.

228. The City's construction phasing assigns each frontage parcel on the Corridor to one or more construction phases, each with a duration in working days.

229. The City's phasing assigns seventeen phases, totaling 727 working days, to South Howard Avenue between Bayshore Boulevard and West Swann Avenue.

230. The City's phasing assigns Bern's premises at 1207 and 1208 South Howard Avenue to phases 7 through 9, totaling 210 working days, and its premises at 804 South Howard Avenue to phases 14 and 15, totaling 86 working days.

231. The City's phasing assigns HTLVI's premises at 1207 South Howard Avenue to phases 6 through 8, totaling 110 working days, and its premises at 1226 South Howard Avenue to phases 6 and 7, totaling 65 working days.

232. The City's phasing assigns Ciccio's premises at 1101 South Howard Avenue to phases 9 and 10, totaling 190 working days.

233. The City's phasing assigns Lanza's premises at 915 South Howard Avenue to phases 12 and 13, totaling 83 working days, and JLZ's premises at 901 South Howard Avenue to phase 13, totaling 43 working days.

234. The City's phasing assigns JDJ's premises at 1015 South Howard Avenue to phase 10, totaling 60 working days.

235. The City's phasing assigns the premises of other members of the Business Class at 927, 711, 701 and 611 South Howard Avenue to phases totaling between 30 and 55 working days each.

236. The phases and working days assigned to Plaintiffs' premises and to the premises of other representative members of the Business Class are set out in Table 5 and depicted in Figure 14.

Plaintiff or class member / premises	Folio	Use	Phase(s)	Working days of frontage work
Bern's Steak House – 1208 & 1207 S Howard Ave; 804 S Howard Ave	1860750000; 1176651202; 1861190000	Restaurant; parking	7–9; 14–15	210; 86
HTLVI Tampa / Epicurean Hotel – 1207 & 1226 S Howard Ave	1176651204; 1860960000	Hotel; restaurant	6–8; 6–7	110; 65

Plaintiff or class member / premises	Folio	Use	Phase(s)	Working days of frontage work
JL Ciccio, Lanza Soho and JLZ (Ciccio Restaurant Group) – 1101, 915 & 901 S Howard Ave	1174980000; 1173370000; 1173900000	Restaurants	9–10; 12–13; 13	190; 83; 43
JDJ Properties / Water + Flour – 1015 S Howard Ave	1174970000	Restaurant	10	60
SOHO Collection / Dry Bar / Optics SoHo – 711 S Howard Ave	1176650612	Retail condominium	15	50
SOHO Pointe / Radiant Waxing / Face Foundrie – 701 S Howard Ave	1176650724	Retail condominium	15	50
Soho Square Group – 927 S Howard Ave	1173340000	Mixed-use retail	11–12	55
Avanti Hyde Park – 611 S Howard Ave	1172990000	Drug store	17	30

Table 5 – Plaintiffs (first four rows) and other representative members of the Business Class, their premises, and the City’s phasing durations (City phasing, May 2026; working days per phase per City schedule).

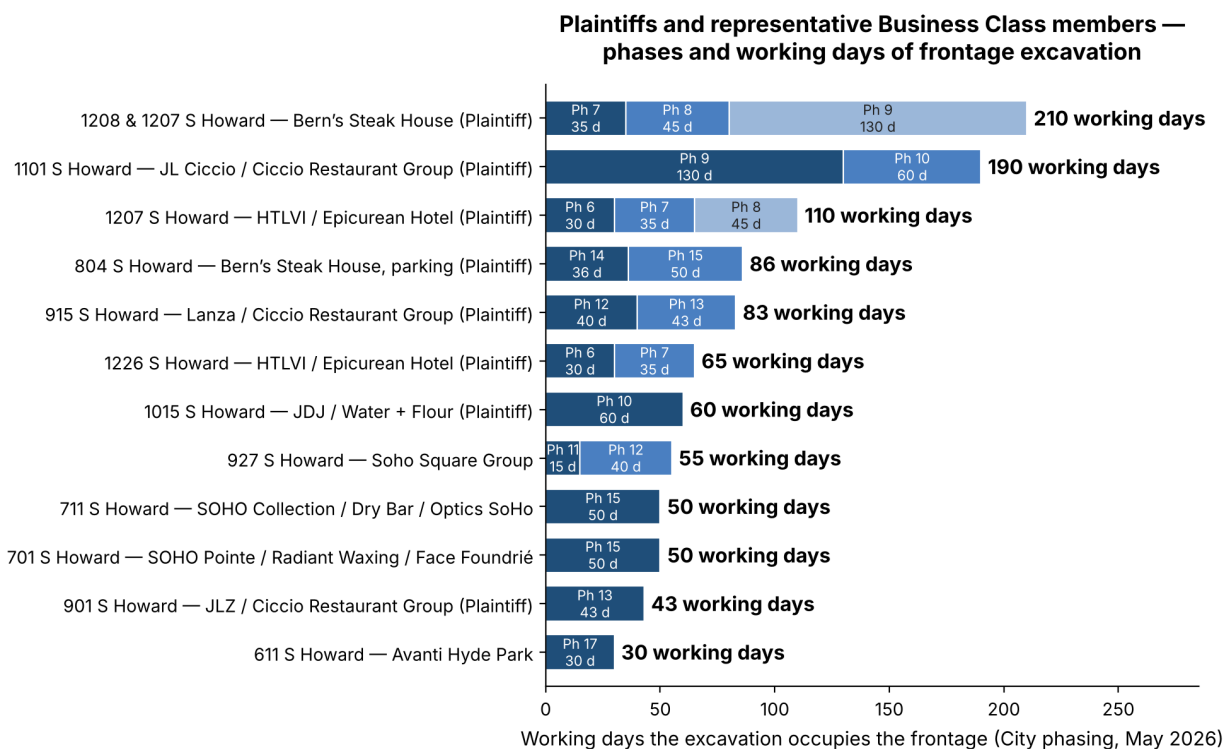


Figure 14 – The premises of Plaintiffs and the other representative members of the Business Class in Table 5, the construction phases assigned to each by the City’s phasing, and the number of working days during which the excavation occupies each frontage.

237. Defendants' practices are ongoing.

H. The Project as Designed, Priced and Sold Violates the Statutes and Rules That Govern It

238. Section 471.033(1)(g), Florida Statutes, proscribes "fraud or deceit, negligence, incompetence, or misconduct, in the practice of engineering."

239. Rule 61G15-19.001(4), Florida Administrative Code, defines negligence in the practice of engineering to include the failure to have due regard for acceptable standards of engineering principles.

240. Rule 61G15-19.001(4) also requires a professional engineer to approve and seal only documents that conform to acceptable engineering standards and that safeguard the life, health, property and welfare of the public.

241. Rule 61G15-19.001(6)(a), Florida Administrative Code, defines misconduct to include "omitting relevant and pertinent information" from a professional report or statement when the omission reasonably could lead to a fallacious conclusion by the client or the public.

242. The PER omits the water use permit required for construction dewatering.

243. The PER omits the authorization required to discharge groundwater produced by dewatering.

244. The PER omits the sovereign submerged lands authorization required for the outfall works in Hillsborough Bay.

245. The PER does not address dewatering.

246. The PER reports the Project's level of service only for a 5-year, 8-hour storm.

247. Atkins determined that a 5-year, 24-hour storm was the more appropriate design storm for the Project.

248. The PER omits any reference to the 5-year, 24-hour storm.

249. The 60% Plans are based on the 5-year, 8-hour storm rather than the 5-year, 24-hour storm.

250. The 60% Plans omit the excavation-support, dewatering and settlement design the Project requires.

251. Atkins signed and sealed the 60% Plans without the excavation-support design that acceptable engineering standards require to safeguard the adjoining buildings and the workers in the excavation.

252. Atkins' 60% drainage design documentation misstates the stormwater-treatment guidance that the District gave the City.

253. The PER's benefit-cost analyses omit the economic cost to the businesses of the Corridor of the closure of South Howard Avenue during construction.

254. Those omissions and misstatements could lead, and did lead, the City and the public to conclude that the Project was fully designed and permissible as priced.

255. Atkins thereby violated section 471.033(1)(g), Florida Statutes, and Rule 61G15-19.001(4) and (6)(a), Florida Administrative Code.

256. Kimmins adopted the 60% Plans and the PER as its design and priced the Project on them.

257. Because the 60% Plans contain no excavation-support design, the Guaranteed Maximum Price priced on them contains no item for excavation support or for compliance with trench safety standards.

258. Section 553.63(1)(c), Florida Statutes, part of the Florida Trench Safety Act, requires a contractor's bid for trench excavation more than five feet deep to include a separate item identifying the cost of compliance with the applicable trench safety standards.

259. The Guaranteed Maximum Price includes open-cut trench excavation 18 to 22 feet deep.

260. Kimmins' Guaranteed Maximum Price proposal does not contain a separate item identifying the cost of compliance with trench safety standards.

261. Kimmins thereby violated section 553.63(1), Florida Statutes.

262. Section 553.62, Florida Statutes, adopts the federal excavation standards in 29 C.F.R. Part 1926, Subpart P, as the state trench safety standard.

263. Those standards require support systems such as shoring, bracing or underpinning where excavation endangers the stability of adjoining buildings. 29 C.F.R. § 1926.651(i)(1).

264. Those standards prohibit excavation below the level of the footing of an adjoining foundation without a support system or an engineer's determination that the excavation will not affect the structure. 29 C.F.R. § 1926.651(i)(2).

265. The excavation will extend below the level of the footings of buildings adjoining the Corridor, including Plaintiffs' buildings.

266. The bottom of the excavation will lie below the groundwater table.

267. Those standards prohibit work in an excavation in which water is accumulating unless adequate precautions are taken. 29 C.F.R. § 1926.651(h)(1).

268. Neither the 60% Plans nor the Guaranteed Maximum Price provides the support systems, engineering determinations or water-control precautions those standards require.

269. The City operates its municipal separate storm sewer system under National Pollutant Discharge Elimination System Permit No. FLS000008-004 issued by FDEP.

270. Part II.A.4 of that permit requires the City to assure that flood management projects assess their impacts on the water quality of receiving waters.

271. Part III.A.4 of that permit requires stormwater treatment for all flood management projects as required by the District's environmental resource permit rules.

272. The Project is a flood management project.

273. The City approved the Project without assessing its impact on the water quality of Hillsborough Bay.

274. The 60% Plans do not provide stormwater treatment for the stormwater discharged from box culverts through the outfall structure at Bayshore Boulevard into Hillsborough Bay.

275. Section 403.161(1)(b), Florida Statutes, makes it a violation of chapter 403 to fail to comply with a permit issued by FDEP.

276. Section 287.055(5)(a), Florida Statutes, and section 4.4 of Executive Order 2023-7 require the City to negotiate a price for design-build services that it determines, after a detailed analysis of cost, to be fair, competitive and reasonable.

277. On information and belief, the City did not make any written determination that the Guaranteed Maximum Price is fair, competitive and reasonable.

278. The Project the City approved on September 17, 2026, differs materially in scope and cost from the Project described in the Request for Qualifications under which Kimmins was selected.

279. The City approved GMP-1 without the new competitive selection that section 5.0 of Executive Order 2023-7 requires.

280. Section 8.06 of the City Charter provides: "No contract or purchase or the quantities thereof shall be split for the purpose of avoiding competitive bidding."

281. On information and belief, Defendants moved elements of the Project to later phases, and omitted the excavation-support system, to avoid a new competitive selection, in violation of section 8.06 of the City Charter.

282. Section 373.413, Florida Statutes, requires an environmental resource permit before construction of the Project begins.

283. No environmental resource permit application has been filed for the Project.

284. On information and belief, Defendants deferred the Project's permit applications until after the City approved the Guaranteed Maximum Price.

285. Section 373.219(1), Florida Statutes, requires a water use permit for the Project's construction dewatering.

286. No water use permit application has been filed for the Project.

287. On information and belief, Defendants do not plan on obtaining a water use permit for the Project's construction dewatering.

288. Section 253.77, Florida Statutes, requires an authorization to place structures on sovereignty submerged lands for the outfall works.

289. The Guaranteed Maximum Price and 60% Plans call for the placement of additional structures on sovereignty submerged lands for the outfall works.

290. No sovereign submerged land authorization has been obtained for the outfall works.

291. On information and belief, Defendants do not plan on obtaining an authorization for the placement of additional structures on sovereignty submerged lands for the outfall work.

292. The recorded restrictive covenant on the contaminated site at 936 South Howard Avenue requires an FDEP-approved plan before any dewatering.

293. No such FDEP-approved dewatering plan has been prepared.

294. The City's schedule allows no time to obtain those permits and approvals in the sequence the law requires.

295. The Project cannot be built as designed, priced and scheduled without violating the statutes and rules identified in this Part.

296. Section 471.033(1)(g), Florida Statutes, proscribes fraud or deceit in the practice of engineering.

297. Rule 61G15-19.001(6)(a) proscribes untruthful, deceptive and misleading professional reports and statements and the omission of pertinent information from them.

298. A deceptive or misleading professional report or statement, or the omission of pertinent information from one, that violates those provisions is a per se violation of FDUTPA under section 501.203(3)(c), Florida Statutes.

299. The other violations alleged in this Part offend the established public policy of this State and are unfair acts and practices within the meaning of section 501.204(1), Florida Statutes.

Class Representation

300. Under Florida Rule of Civil Procedure 1.220, Bern's brings Counts I and II on its own behalf and on behalf of the Property Owner Class.

301. The Property Owner Class consists of all persons and entities who, as of the date of the order certifying the class, hold record title to real property abutting South Howard Avenue between West Swann Avenue and Bayshore Boulevard.

302. The Property Owner Class excludes the City, the State of Florida and its agencies, THEA, CSX Transportation, Inc., and any person whose identical claim against the City has been fully resolved.

303. Under Florida Rule of Civil Procedure 1.220, Bern's brings Counts III, IV and V on its own behalf and on behalf of the Business Class.

304. The Business Class consists of all persons and entities who, on or after September 17, 2026 and through completion of construction on South Howard Avenue, own or operate a business open to the public on a parcel abutting South Howard Avenue between West Swann Avenue and Bayshore Boulevard.

305. The Business Class excludes the City and its agencies, the State of Florida and its agencies, the Design-Build Defendants and their officers, employees and affiliates, and any person whose identical claim against any Defendant has been fully resolved.

306. Bern's reserves the right to amend the definition of either class as discovery proceeds.

307. At least fifty-five separately assessed parcels, held by at least forty-seven owners, abut South Howard Avenue between West Swann Avenue and Bayshore Boulevard.

308. On information and belief, more than fifty businesses open to the public operate on those parcels.

309. The members of each class are so numerous that separate joinder of each member is impracticable.

310. The members of each class are identifiable from public records.

311. The claims of the Property Owner Class present common questions of law and fact.

312. Those questions include whether the City's interest in the Corridor is a street easement or the fee, whether the box culvert is within the scope of that easement, and whether the City must acquire an interest from the abutting owners before it excavates.

313. The claims of the Business Class present common questions of law and fact.

314. Those questions include whether Defendants are engaged in trade or commerce, whether the practices alleged in Parts G and H are deceptive or unfair, and whether the members of the Business Class are aggrieved by them.

315. Bern's claims are typical of the claims of the members of each class.

316. Bern's holds title derived from the same Plats as the other members of the Property Owner Class.

317. Bern's operates a business on the Corridor subject to the same design, price and schedule as the other members of the Business Class.

318. Bern's will fairly and adequately protect the interests of each class.

319. Bern's has no interest antagonistic to those of the members of either class.

320. Bern's has retained counsel experienced in complex litigation against governmental entities.

321. Defendants have acted or refused to act on grounds generally applicable to all members of each class, and Counts I through IV are therefore maintainable under Rule 1.220(b)(2).

322. As to Count V, common questions predominate over individual questions.

323. As to Count V, class representation is superior to other available methods for adjudicating the controversy.

324. Count V is therefore maintainable under Rule 1.220(b)(3).

325. In the alternative, if class representation is unavailable as to any count, that count is asserted by each Plaintiff individually.

Count I — Declaratory Judgment: The Nature and Extent of the City's Interest in the Corridor and the City's Duty to Acquire Plaintiffs' Subsurface Fee Before It Excavates

(By Bern's on behalf of the Property Owner Class and by the Owner Plaintiffs individually; the declarations concerning work outside the platted right-of-way by Bern's, JLZ and Lanza individually)

326. Plaintiffs re-allege paragraphs 1 through 325 above.

327. This Count is brought by Bern's on behalf of the Property Owner Class and by each Owner Plaintiff individually.

328. The City's interest in the Corridor, other than the parcels identified in Table 2, derives solely from the common-law dedication of Howard Avenue by the Plats.

329. That dedication vested in the public an easement for street purposes and did not convey the fee. *Robbins v. White*, 52 Fla. 613, 42 So. 841 (1907).

330. The Owner Plaintiffs hold the fee simple title to the land within South Howard Avenue from the boundary of each of their parcels to the centerline of the street, for the frontages alleged in Part A, subject only to the public street easement.

331. The City asserts that its existing right-of-way is sufficient to excavate the land beneath the street and to construct and permanently maintain the box culvert within it.

332. A public street easement is limited to the purposes of the dedication.

333. It may not be enlarged beyond the rights reasonably incident to its prescribed use. *Burkart v. City of Fort Lauderdale*, 168 So. 2d 65, 69 (Fla. 1964).

334. The box culvert is not reasonably incident to the use of South Howard Avenue as a street, because it is a regional conveyance for stormwater from outside the Corridor that neither the street nor the lots abutting it require.

335. The excavation, excavation support and dewatering required to build the box culvert will burden Plaintiffs' land beneath and beyond the street in ways that the dedication of a street did not contemplate.

336. The box culvert, and the excavation required to build it, are an additional servitude on Plaintiffs' Subsurface Fee.

337. The City may impose an additional servitude on Plaintiffs' land only by purchase or by eminent domain, upon payment of full compensation. Art. X, § 6(a), Fla. Const.; § 166.401, Fla. Stat.; chs. 73, 74, Fla. Stat.

338. A permanent physical occupation of private land authorized by government is a taking for which compensation is due. *Storer Cable T.V. of Fla., Inc. v. Summerwinds Apartments Assocs., Ltd.*, 493 So. 2d 417 (Fla. 1986).

339. The City has no right to enter upon, excavate or construct improvements on the portions of the parcels at 804, 901 and 915 South Howard Avenue that lie outside the platted right-of-way.

340. A bona fide, actual, present and practical need exists for a declaration of the parties' respective rights.

341. Plaintiffs are in doubt as to their rights. §§ 86.011, 86.021, Fla. Stat.

342. To the extent the City claims the fee of, or an interest beyond the street easement in, the land within South Howard Avenue, that claim is a cloud on Plaintiffs' title that should be removed under section 65.021, Florida Statutes.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment:

a. certifying the Property Owner Class under Florida Rule of Civil Procedure 1.220, appointing Bern's as its representative and undersigned counsel as class counsel;

b. declaring that the City's interest in the right-of-way of South Howard Avenue between West Swann Avenue and Bayshore Boulevard, other than the discrete parcels described in Table 2, is a public easement for street purposes created by the plats identified in **Composite Exhibit "B"**, and that the City does not hold the fee simple title to that right-of-way;

c. declaring that each Owner Plaintiff holds the fee simple title to the land within South Howard Avenue lying between the boundary of its parcel and the centerline of the street, for the length of its frontage alleged in Part A, subject only to the public street easement;

d. quieting Plaintiffs' title to that land against the City's claim of fee ownership of, or of any interest beyond the public street easement in, that land, to the extent the City asserts one;

e. declaring that the public street easement in South Howard Avenue within the Corridor does not authorize the City, or Kimmins acting for the City, to excavate Plaintiffs' Subsurface Fee to the depth and width required by the 60% Plans or to construct and permanently maintain within it the 10' x 10' box culvert designed in those Plans, a stormwater conveyance whose purpose is to collect and convey stormwater from areas outside the Corridor and from the Lee Roy Selmon Expressway to Hillsborough Bay;

f. declaring that the construction and permanent maintenance of the 10' x 10' box culvert designed in the 60% Plans within Plaintiffs' Subsurface Fee, and the excavation required to place it, would constitute an additional servitude upon Plaintiffs' land not within the scope of the public street easement;

g. declaring that, if the City does not already hold an interest in Plaintiffs' Subsurface Fee sufficient to construct, permanently maintain and perform the temporary construction activities required for the box culvert designed in the 60% Plans, the City may not excavate Plaintiffs' Subsurface Fee for the purpose of installing the box culvert designed in the 60% Plans, or install or maintain that culvert within Plaintiffs' Subsurface Fee, unless and until it acquires from each affected Plaintiff, by purchase or by condemnation under section 166.401 and chapters 73 and 74, Florida Statutes, an interest in that land sufficient for that purpose, upon payment of full compensation;

h. declaring that Kimmins, as the City's contractor, holds no greater right to enter, excavate or occupy Plaintiffs' Subsurface Fee than the City holds;

i. declaring that the portions of the parcels at 804, 901 and 915 South Howard Avenue on which the Project plans show work outside the platted right-of-way of South Howard Avenue, as depicted in Map Exhibits 5, 7 and 8 of Composite Exhibit "E", are the private property of Bern's, JLZ and Lanza, respectively, and are not within the public street easement;

j. declaring that neither the City nor Kimmins has any right to enter upon, excavate, or construct improvements on those portions of Plaintiffs' parcels unless and until the City obtains the written agreement of the affected Plaintiff or acquires the necessary interest by purchase or by condemnation under chapter 73 or chapter 74, Florida Statutes;

k. awarding Plaintiffs their costs; and

l. granting such other and further relief as the Court deems just and proper.

Count II — Injunctive Relief: Coercive and Supplemental Relief Under Sections 86.011 and 86.061, Florida Statutes

(By Bern's on behalf of the Property Owner Class and by the Owner Plaintiffs individually)

343. Plaintiffs re-allege paragraphs 1 through 325 above.

344. This Count is brought by Bern's on behalf of the Property Owner Class and by each Owner Plaintiff individually.

345. Sections 86.011 and 86.061, Florida Statutes, authorize coercive and supplemental relief to give effect to a declaratory judgment.

346. Plaintiffs have a clear legal right to be free from the excavation and occupation of their land by the City and Kimmins unless and until the City acquires the right to do so.

347. Unless enjoined, the City and Kimmins will excavate Plaintiffs' Subsurface Fee and enter Plaintiffs' land outside the right-of-way on the schedule the City has fixed.

348. The resulting injury is irreparable, because the removal of Plaintiffs' soil, the loss of support to their buildings and the permanent placement of a concrete structure beneath their land cannot be undone.

349. Plaintiffs have no adequate remedy at law.

350. The requested injunction serves the public interest.

WHEREFORE, Plaintiffs respectfully request that this Court, upon entry of the declarations requested in Count I, enter judgment:

- a. certifying the Property Owner Class under Florida Rule of Civil Procedure 1.220, appointing Bern's as its representative and undersigned counsel as class counsel;
- b. enjoining the City and Kimmins, and their agents, contractors and subcontractors, from excavating Plaintiffs' Subsurface Fee for the purpose of installing the box

culvert designed in the 60% Plans, and from installing that culvert within Plaintiffs' Sub-surface Fee, unless and until the City has acquired the necessary interest from the affected Plaintiff by purchase or by condemnation under chapter 73 or chapter 74, Florida Statutes;

c. enjoining the City and Kimmins, and their agents, contractors and subcontractors, from entering upon or constructing improvements on the portions of the parcels at 804, 901 and 915 South Howard Avenue lying outside the platted right-of-way of South Howard Avenue unless and until the City has obtained the affected Plaintiff's written agreement or acquired the necessary interest;

d. retaining jurisdiction to grant such further supplemental relief as may be necessary or proper to give effect to the declarations entered;

e. awarding Plaintiffs their costs; and

f. granting such other and further relief as the Court deems just and proper.

Count III — FDUTPA: Declaratory Relief Under Section 501.211(1), Florida Statutes

(By Bern's on behalf of the Business Class and by all Plaintiffs individually; against the City, Kimmins and Atkins)

351. Plaintiffs re-allege paragraphs 1 through 325 above.

352. This Count is brought by Bern's on behalf of the Business Class and by each Plaintiff individually, against the City, Kimmins and Atkins, for declaratory relief under section 501.211(1), Florida Statutes.

353. Each Defendant is engaged in trade or commerce within the meaning of section 501.203(8), Florida Statutes.

354. The representations, omissions and practices alleged in Part G are deceptive, because they are likely to mislead a business acting reasonably in the circumstances, to its detriment.

355. Those representations, omissions and practices are unfair, because they offend established public policy and are oppressive, unscrupulous and substantially injurious to consumers.

356. Defendants' practices have caused and are likely to cause substantial injury to consumers, including the members of the Business Class and others who pay the Assessment.

357. Those consumers will bear, through the Assessment, the cost of the excavation-support system and the other work omitted from the Guaranteed Maximum Price.

358. The frontages of the members of the Business Class will be excavated and closed for the periods shown in Table 5.

359. That injury is not reasonably avoidable by those consumers.

360. The Assessment is mandatory and is collected with ad valorem taxes.

361. No member of the Business Class can decline to pay the Assessment, obtain stormwater service elsewhere or prevent the excavation of its frontage.

362. That injury is not outweighed by any countervailing benefit to consumers or to competition.

363. The omission of the excavation-support system from the 60% Plans and the Guaranteed Maximum Price benefits no consumer.

364. Those representations, omissions and practices violate section 501.204(1), Florida Statutes.

365. The deceptive and misleading reports and statements, and the omissions of pertinent information, by which Atkins violated section 471.033(1)(g), Florida Statutes, and Rule 61G15-19.001(6)(a), Florida Administrative Code, as alleged in Part H, are per se violations of FDUTPA under section 501.203(3)(c), Florida Statutes.

366. The other violations alleged in Part H are unfair acts and practices in violation of section 501.204(1), Florida Statutes.

367. Independently of section 501.203(3)(c), the acts and omissions of Atkins alleged in Part H are deceptive acts and practices in violation of section 501.204(1), Florida Statutes.

368. Defendants have violated, are violating, and are otherwise likely to violate FDUTPA.

369. Plaintiffs and the members of the Business Class are persons aggrieved by those violations within the meaning of section 501.211(1), Florida Statutes.

370. Defendants' practices have caused and are likely to cause injury and detriment to consumers.

371. Plaintiffs' rights, and the rights of the members of the Business Class, have been, are being and will be adversely affected by those violations.

372. That injury is actual and imminent, not speculative.

373. A bona fide, actual, present and practical need exists for a declaration of the parties' rights under FDUTPA before excavation of South Howard Avenue begins.

374. Plaintiffs have retained undersigned counsel and are entitled to recover their reasonable attorney's fees and costs under section 501.2105, Florida Statutes.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment:

a. certifying the Business Class under Florida Rule of Civil Procedure 1.220, appointing Bern's as its representative and undersigned counsel as class counsel;

b. declaring that Kimmins and Atkins, in designing, pricing, promoting and constructing the Project for consideration, are engaged in trade or commerce within the

meaning of section 501.203(8), Florida Statutes, and that the City, in providing storm-water service for the Assessment and in promoting the Project to the businesses that pay for it, is engaged in trade or commerce within the meaning of the same section;

c. declaring that the representations, omissions and practices described in Part G — including the Design-Build Defendants' representations that the 60% Plans are a complete and constructible design, that the Project can be built within the existing right-of-way as designed for the Guaranteed Maximum Price, that construction will proceed in short phases with prompt restoration on the published schedule, and that the CSX crossing and the Bayshore Boulevard outfall have been designed and are permissible, and their failure to disclose the excavation-support, dewatering, settlement, contamination, crossing, outfall and land-acquisition requirements and costs of the Project, and their omission of the excavation-support system from the 60% Plans and the Guaranteed Maximum Price for the purpose of keeping the price below the re-selection threshold of Executive Order 2023-7 — and the City's adoption and republication of those representations, constitute unfair or deceptive acts or practices in the conduct of trade or commerce in violation of section 501.204(1), Florida Statutes;

d. declaring that the deceptive and misleading reports and statements, and the omissions of pertinent information, described in Part H violate section 471.033(1)(g), Florida Statutes, and Rule 61G15-19.001(6)(a), Florida Administrative Code, and constitute per se violations of FDUTPA under section 501.203(3)(c), Florida Statutes, and that the remaining acts and omissions described in Part H constitute unfair acts and practices in the conduct of trade or commerce in violation of section 501.204(1), Florida Statutes;

e. declaring that Defendants, by the acts and practices described in Parts G and H, have violated, are violating, and are otherwise likely to violate FDUTPA;

f. awarding Plaintiffs and the Business Class their reasonable attorney's fees and costs under section 501.2105, Florida Statutes; and

g. granting such other and further relief as the Court deems just and proper.

Count IV — FDUTPA: Injunctive Relief Under Section 501.211(1), Florida Statutes

(By Bern's on behalf of the Business Class and by all Plaintiffs individually; against the City, Kimmins and Atkins)

375. Plaintiffs re-allege paragraphs 1 through 325 above.

376. This Count is brought by Bern's on behalf of the Business Class and by each Plaintiff individually, against the City, Kimmins and Atkins, for injunctive relief under section 501.211(1), Florida Statutes.

377. Each Defendant is engaged in trade or commerce within the meaning of section 501.203(8), Florida Statutes.

378. The representations, omissions and practices alleged in Parts G and H are deceptive and unfair acts and practices in violation of section 501.204(1), Florida Statutes.

379. The deceptive and misleading reports and statements, and the omissions of pertinent information, by which Atkins violated section 471.033(1)(g), Florida Statutes, and Rule 61G15-19.001(6)(a), Florida Administrative Code, as alleged in Part H, are per se violations of FDUTPA under section 501.203(3)(c), Florida Statutes.

380. Defendants have violated, are violating, and are otherwise likely to violate FDUTPA.

381. Plaintiffs and the members of the Business Class are persons aggrieved by those violations within the meaning of section 501.211(1), Florida Statutes.

382. Defendants' practices have caused and are likely to cause injury and detriment to consumers.

383. Plaintiffs' rights, and the rights of the members of the Business Class, have been, are being and will be adversely affected by those violations.

384. That injury is actual and imminent, not speculative.

385. Unless Defendants are enjoined, excavation of the Business Class members' frontages will begin under a design and price that Defendants know to be incomplete.

386. Plaintiffs and the members of the Business Class will suffer irreparable injury for which they have no adequate remedy at law.

387. The requested injunction serves the public interest and is narrowly tailored.

388. Plaintiffs have retained undersigned counsel and are entitled to recover their reasonable attorney's fees and costs under section 501.2105, Florida Statutes.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment:

a. certifying the Business Class under Florida Rule of Civil Procedure 1.220, appointing Bern's as its representative and undersigned counsel as class counsel;

b. enjoining Defendants, and their officers, employees, agents, consultants, contractors and subcontractors, from representing to the City Council, to the members of the Business Class or to the public that the 60% Plans are a complete and constructible design of the Project, that the Project can be built within the existing right-of-way as designed for the Guaranteed Maximum Price, that the Guaranteed Maximum Price includes the excavation-support system the Project requires, that construction will proceed in short phases with prompt restoration on the published schedule, or that the CSX crossing and the Bayshore Boulevard outfall have been designed and are permissible, or that the Project can be built on the published schedule without the permits and authorizations identified in Part H, and from otherwise continuing the unfair and deceptive acts and practices described in Part G;

c. requiring Defendants to correct those representations by written notice to each member of the Business Class, and requiring the City to correct them by written notice to the City Council and on the Project website;

d. enjoining Defendants from commencing excavation for the box culvert on the frontage of any member of the Business Class unless and until the Design-Build Defendants have prepared, signed and sealed an excavation-support, dewatering, settlement and vibration design for that reach of the Project, prepared in compliance with the Florida Trench Safety Act, sections 553.60 through 553.64, Florida Statutes, and the standards it adopts, and a pre-construction condition survey of that member's premises, and Defendants have delivered to that member a written disclosure of the dates and duration of the closure of its frontage, driveways and access, the depth and width of the excavation, and the support, dewatering and monitoring measures that will be employed;

e. retaining jurisdiction to enforce the injunction;

f. awarding Plaintiffs and the Business Class their reasonable attorney's fees and costs under section 501.2105, Florida Statutes; and

g. granting such other and further relief as the Court deems just and proper.

Count V — FDUTPA: Damages Under Section 501.211(2), Florida Statutes

(By Bern's on behalf of the Business Class and by all Plaintiffs individually; against Kimmins and Atkins only)

389. Plaintiffs re-allege paragraphs 1 through 325 above.

390. This Count is brought by Bern's on behalf of the Business Class and by each Plaintiff individually, against Kimmins and Atkins only, for damages under section 501.211(2), Florida Statutes.

391. Kimmins and Atkins are each engaged in trade or commerce within the meaning of section 501.203(8), Florida Statutes.

392. The representations, omissions and practices of the Design-Build Defendants alleged in Part G are deceptive and unfair acts and practices in violation of section 501.204(1), Florida Statutes.

393. The deceptive and misleading reports and statements, and the omissions of pertinent information, by which Atkins violated section 471.033(1)(g), Florida Statutes, and Rule 61G15-19.001(6)(a), Florida Administrative Code, as alleged in Part H, are per se violations of FDUTPA under section 501.203(3)(c), Florida Statutes.

394. Kimmins' violation of section 553.63(1), Florida Statutes, alleged in Part H is an unfair act and practice in violation of section 501.204(1), Florida Statutes.

395. Independently of section 501.203(3)(c), the acts and omissions of Atkins alleged in Part H are deceptive acts and practices in violation of section 501.204(1), Florida Statutes.

396. Plaintiffs and the members of the Business Class have suffered a loss and actual damages as a result of those violations.

397. Those damages include the damage to their buildings, foundations and improvements from an excavation designed and priced without shoring or sidewall protection.

398. Those damages include the contamination of their land and groundwater by the contaminated groundwater that the dewatering of the excavation will release.

399. Those damages include the cost of modifying, reconnecting or replacing the permitted stormwater management systems that the excavation severs, approximately \$9,570,000 in the aggregate.

400. Those damages result directly from the design and price that Kimmins and Atkins represented as complete.

401. Plaintiffs have retained undersigned counsel and are entitled to recover their reasonable attorney's fees and costs under sections 501.211(2) and 501.2105, Florida Statutes.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment:

- a. certifying the Business Class under Florida Rule of Civil Procedure 1.220, appointing Bern's as its representative and undersigned counsel as class counsel;
- b. awarding Plaintiffs and the members of the Business Class their actual damages under section 501.211(2), Florida Statutes, in an amount to be determined at trial;
- c. awarding Plaintiffs and the Business Class their reasonable attorney's fees and costs under sections 501.211(2) and 501.2105, Florida Statutes;
- d. awarding prejudgment interest as allowed by law; and
- e. granting such other and further relief as the Court deems just and proper.

Reservation of Claims

402. Plaintiffs reserve their claims for inverse condemnation and full compensation under Article X, section 6(a) of the Florida Constitution should the City or Kimmins enter upon or excavate Plaintiffs' land before acquiring the right to do so.

403. Plaintiffs reserve their claims under sections 73.091 and 73.092, Florida Statutes, in any condemnation the City may institute.

404. Plaintiffs reserve their rights as members of the SOHO Business Alliance, LLC in any action that entity may bring.

405. Nothing in this Complaint waives the individual claim of any member of either class for damage to its property or business.

Demand for Jury Trial

406. Plaintiffs, on their own behalf and on behalf of the Business Class, demand trial by jury on all Counts of all issues so triable as of right, including the claim for damages in Count V.

DATED this 8th day of October, 2026.

Respectfully submitted,

/s/ Edward P. de la Parte, Jr.

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COUNSEL FOR PLAINTIFFS AND THE PUTATIVE CLASSES

EXHIBIT “A”

Composite Exhibit — Vesting deeds of Plaintiffs’ parcels abutting South Howard Avenue: 804 S. Howard (OR 3109, p. 1787); 1208 S. Howard (OR 2137, p. 608); 1308 S. Howard (Instr. 2021446527); 1207 and 1226 S. Howard — Special Warranty Deed, Bern’s Steak House, Inc. et al. to Mainsail Epicurean Hotel, LLLP (OR 21083, p. 1146), Special Warranty Deed, Bern’s Steak House, Inc. to Mainsail Epicurean Hotel (Instr. 2021446526), and Special Warranty Deed, Mainsail Epicurean Hotel, LLLP to HTLVI Tampa LLC (Instr. 2026312596); 1101 S. Howard (OR 23852, p. 1907); 1015 S. Howard (OR 10897, p. 976) with Sidewalk Easement, JDJ Properties LLC to City of Tampa (OR 26927, p. 1002); 915 S. Howard (OR 22602, p. 618) with Right-of-Way Encroachment Agreement (Instr. 2020122590); 901 S. Howard (OR 15314, p. 945); and the 1207 S. Howard parking-garage parcel — Bern’s vesting deeds for North Shore Subdivision Lots 1–8 and 11–14, later replatted as Elamis Subdivision (OR 1927, p. 876 (1968) through OR 3908, p. 1495 (1982))

EXHIBIT “A”

Vesting Deeds of Plaintiffs’ Parcels Abutting South Howard Avenue

- A-1 Warranty Deed, Deforge to Bern’s Steak House, Inc. (804 S. Howard Ave.; Lots 1–4, Block 3, Swann and Howard Avenues Subdivision, PB 9, p. 59), O.R. Book 3109, Page 1787 (Apr. 12, 1976).
- A-2 Warranty Deed, Capitano to Bern’s Steak House, Inc. (1208 S. Howard Ave.; Lot 15, H.J. Watrous Addition to West Hyde Park, Deed Book 9, p. 45), O.R. Book 2137, Page 608 (Feb. 24, 1970).
- A-3 Deed, Mainsail Epicurean to Bern’s Steak House, Inc. (1308 S. Howard Ave.; Lot 1, Bongart’s Re-Subdivision, PB 9, p. 53, and Lot 8, Block 25, West Hyde Park), Instr. No. 2021446527 (Sept. 2, 2021).
- A-4 Special Warranty Deed, Bern’s Steak House, Inc. et al. to Mainsail Epicurean Hotel, LLLP (1207 S. Howard Ave.; Hotel Parcels, Elamis Subdivision, PB 111, p. 134), O.R. Book 21083, Page 1146 (2012).
- A-5 Special Warranty Deed, Bern’s Steak House, Inc. to Mainsail Epicurean Hotel (1226 S. Howard Ave.; Lots 34–35, Hamner’s Subdivision, PB 9, p. 33), Instr. No. 2021446526 (Sept. 2, 2021).
- A-6 Special Warranty Deed, Mainsail Epicurean Hotel, LLLP to HTLVI Tampa LLC (1207 and 1226 S. Howard Ave.; Hotel Parcels A and B and air rights, Elamis Subdivision, PB 111, p. 134; Lots 34–37, Hamner’s Subdivision, PB 9, p. 33), Instr. No. 2026312596 (Aug. 6, 2026; rec. Aug. 11, 2026).
- A-7 Warranty Deed, Kennedy to JL Ciccio, LLC (1101 S. Howard Ave.; N. 110 ft. of Lot 31, H.J. Watrous 2nd Addition, PB 9, p. 57), O.R. Book 23852, Page 1907 (Feb. 1, 2016).
- A-8 Warranty Deed, Just Good Business, Inc. to JDJ Properties, LLC (1015 S. Howard Ave.; Lots 28 and 29, H.J. Watrous 2nd Addition, PB 9, p. 57), O.R. Book 10897, Page 976 (June 15, 2001), with Sidewalk Easement, JDJ Properties LLC to City of Tampa, O.R. Book 26927, Page 1002 (Aug. 19, 2019).
- A-9 Warranty Deed, Free Course to Lanza Soho Properties, LLC (915 S. Howard Ave.; Lots 3–5, Roosevelt Park, PB 4, p. 99), O.R. Book 22602, Page 618 (June 2, 2014), with Right-of-Way Encroachment Agreement, City of Tampa and Lanza Soho Properties, LLC, Instr. No. 2020122590 (Mar. 18, 2020).
- A-10 Special Warranty Deed, Swain-Hoffman Trust to JLZ, LLC (901 S. Howard Ave.; Lots 1–3, Howard Terrace, PB 11, p. 11), O.R. Book 15314, Page 945 (Aug. 1, 2005).
- A-11 Warranty Deed, Laxer to Bern’s Steak House, Inc. (1207 S. Howard Ave.; Lots 3, 4, 5 and 7, North Shore Subdivision, PB 9, p. 57, and Lot 14, Hamner’s Subdivision), O.R. Book 1927, Page 876 (Aug. 12, 1968).
- A-12 Deed, Murphy to Bern’s Steak House, Inc. (Lot 1, North Shore Subdivision), O.R. Book 2035, Page 171 (May 20, 1969).
- A-13 Deed, Haber to Bern’s Steak House, Inc. (Lot 8, North Shore Subdivision), O.R. Book 2043, Page 625 (June 12, 1969).
- A-14 Deed, Fleury to Bern’s Steak House, Inc. (Lot 2, North Shore Subdivision), O.R. Book 2138, Page 271 (Feb. 25, 1970).
- A-15 Deed, Rich to Bern’s Steak House, Inc. (Lot 14, North Shore Subdivision), O.R. Book 2373, Page 33 (Oct. 1, 1971).
- A-16 Deed, Valdes to Bern’s Steak House, Inc. (Lot 13, North Shore Subdivision), O.R. Book 2377, Page 161 (Oct. 12, 1971).
- A-17 Deed, Hornung to Bern’s Steak House, Inc. (Lot 11, North Shore Subdivision), O.R. Book 2382, Page 72 (Oct. 22, 1971).
- A-18 Deed, Williams to Bern’s Steak House, Inc. (Lot 12, North Shore Subdivision), O.R. Book 2679, Page 274 (May 21, 1973).
- A-19 Deed, Game, as Guardian, to Bern’s Steak House, Inc. (Lot 6, North Shore Subdivision), O.R. Book 3908, Page 1495 (Feb. 3, 1982).

Items A-11 through A-19 are Bern’s vesting deeds for the North Shore Subdivision lots later replatted as Elamis Subdivision (PB 111, p. 134), of which Lot 1 and Tract “A” (the 1207 S. Howard Ave. parking-garage parcel) remain in Bern’s.

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

EDWARD J. HUNTER
Attorney at Law
403 Madison Street
TAMPA, FLORIDA

Warranty Deed

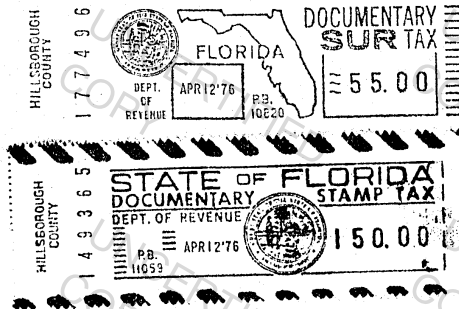
REC. 3109 PG 1787
(STATUTORY FORM - SECTION 689.02 F.S.)

This Indenture, Made this 12th day of April 1976 Between

ERNEST D. DeFORGE and LORETTE T. DeFORGE, his wife,
of the County of Hillsborough, State of Florida, grantor*, and
BERN'S STEAK HOUSE, INC., a corporation,
whose post office address is 1208 S. Howard Avenue, Tampa, Florida 33606
of the County of Hillsborough, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of Ten (10)-----Dollars,
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 fol
lowing described land, situate, lying and being in Hillsborough County, Florida, to-wit:

Lots 1, 2, 3 and 4 of Block 3 of SWANN AND HOWARD AVENUES
SUBDIVISION as per map or plat recorded in Plat Book 9, page 59
of the Public Records of Hillsborough County, Florida



APR 12 3 55 PM '76
CLERK OF DISTRICT COURT
HILLSBOROUGH COUNTY, FLA.

RECEIVED

A 16443

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
of all persons whomsoever. * "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

[Signature]

[Signature] (Seal)
Ernest D. DeForge
[Signature] (Seal)
Lorette T. DeForge
[Signature] (Seal)
Lorette T. DeForge

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
appeared ERNEST D. DeFORGE and LORETTE T. DeFORGE, his wife,
to me known to be the persons described in and who executed the foregoing instrument and acknowledged before
me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of April
19 76 .

My commission expires June 19, 1977

Notary Public

WARRANTY DEED

This Warranty Deed Made the 5th day of August A. D. 19 69 by

SAM S. CAPITANO and wife, GRACIE CAPITANO

hereinafter called the grantor, to

BERN'S STEAK HOUSE, INC., a corporation organized and existing under the laws of the State of Florida, whose postoffice address is 1208 South Howard Avenue, Tampa, Florida, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Hillsborough County, Florida, viz:

The Westerly portion of Lot 15 of the REVISED MAP OF H. J. WATROUS ADDITION TO WEST HYDE PARK, according to the map or plat thereof, as the same is recorded in Plat Book 9, page 45, of the public records of Hillsborough County, Florida, more particularly described as follows; to-wit: Begin at the Southwest corner of Lot 15 and run thence East on the South boundary line of said Lot, 54.5 feet, thence due North to the Westerly boundary line of said Lot 15, thence along the Westerly boundary line of said Lot 15 to the point of beginning.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said 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, 19 69 and Mortgage to Joseph E. Williams, dated May 5, 1960 and recorded in Official Record Book 649, page 434, public records of Hillsborough County, Florida, which mortgage is now held by Russell H. Sarver, Jr. and Dorothy Jane Sarver, his wife, and on which the principal balance now due is \$4,389.24, which the grantee herein does hereby assume and agree to pay.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature: Dolores Weintraub] *[Signature: Sam S. Capitano]* LS
[Signature: Gracie Capitano] LS
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

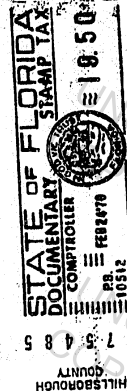
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
Sam S. Capitano and wife, Gracie Capitano,

to me known to be the person S described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of February, A. D. 1970.

[Signature: Dolores Weintraub]
Notary Public, State of Florida at Large.
My commission expires: August 19, 1972.



This instrument was prepared by
Dolores Weintraub
TAMPA ABSTRACT DIVISION
CHelsea TITLE & GUARANTY CO.
405 Madison St. Tampa, Florida

HILLSBOROUGH
COUNTY

8 7 3 5 3



DOCUMENTARY
STAMP TAX
FEB 24 1970

FEB 24 3 07 PM '70
HILLSBOROUGH COUNTY, FLA

RECEIVED

B 0 5 0 2 0

This instrument prepared by and return to:

Leslie Wager Hudock, Esquire
Buchanan Ingersoll & Rooney PC
401 E. Jackson Street, Suite 2400
Tampa, FL 33602

Consideration: \$600,000.00*
Documentary Stamps: \$4,200.00
Parcel ID: 186305-0000 and 185915-0000

**Informational note: Calculated based on the fair market value of the Property. This transaction is part of a simultaneous direct like-kind deferred exchange of real property in accordance with Section 1031 of Code and the regulations promulgated thereunder.*

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 31st day of August, 2021, between Mainsail Epicurean Hotel, LLLP, a Florida limited liability limited partnership, as successor by merger to Hocola Properties, LLC, a Florida limited liability company ("Grantor"), whose address is 4602 Eisenhower Boulevard, Tampa, FL 33634, in favor of Bern's Steak House, Inc., a Florida corporation ("Grantee"), whose address is 1208 S. Howard Avenue, Tampa, FL 33606.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hillsborough County, Florida (the "Property"):

Lot 1, of BONGART'S RE-SUBDIVISION OF LOTS 6, 7 AND 8, BLOCK 4 OF LUNA PARK, according to map or plat thereof as recorded in Plat Book 9, Page 53 of the Public Records of Hillsborough County, Florida

TOGETHER WITH

Lot 8 LESS the East 10.33 feet thereof, of RE-REVISED MAP OF BLOCK 25, WEST HYDE PARK SUBDIVISION, according to map or plat thereof as recorded in Plat Book 10, Page 5 of the Public Records of Hillsborough County, Florida.

TO HAVE AND TO HOLD the Property, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever;

This conveyance is made subject to those matters described in **EXHIBIT "A"** attached hereto and incorporated herein by reference (the "Permitted Exceptions"), reference to which shall not operate to reimpose the same.

Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other; provided, however, the foregoing statement is not intended to and shall not be construed to reimpose any such matters.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed under seal on the date aforesaid.

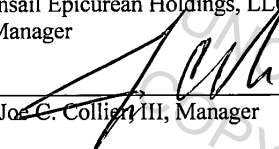
GRANTOR:

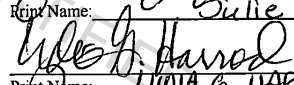
Signed, sealed, and delivered
in the presence of:

MAINSAIL EPICUREAN HOTEL, LLLP,
a Florida limited liability limited partnership,
as successor by merger to Hocola Properties,
LLC, a Florida limited liability company

By: Mainsail Epicurean GP, LLC
Its General Partner

By: Mainsail Epicurean Holdings, LLC
Its Manager

By: 
Joe C. Collier III, Manager


Print Name: Julie C. Pfeiffer

Print Name: LYDIA C. HARLOW

Print Name: _____

By: _____
David A. Laxer, Manager

Print Name: _____

[Acknowledgements Follow]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed under seal on the date aforesaid.

GRANTOR:

Signed, sealed, and delivered
in the presence of:

MAINSAIL EPICUREAN HOTEL, LLLP,
a Florida limited liability limited partnership,
as successor by merger to Hocola Properties,
LLC, a Florida limited liability company

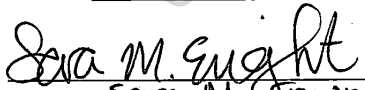
By: Mainsail Epicurean GP, LLC
Its General Partner

By: Mainsail Epicurean Holdings, LLC
Its Manager

By: _____
Joe C. Collier, III, Manager

Print Name: _____

Print Name: _____


Print Name: Sara M. Enwright


Print Name: Wanda L. Diaz

By: 
David A. Laxer, Manager

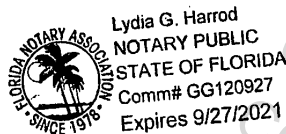
[Acknowledgements Follow]

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this ____ day of August, 2021, by Joe C. Collier, III, as manager of Mainsail Epicurean Holdings, LLC, a Florida limited liability company, in its capacity as manager of Mainsail Epicurean GP, LLC, a Florida limited liability company, in its capacity as the general partner of Mainsail Epicurean Hotel, LLLP, a Florida limited liability limited partnership, for and on behalf of each such company and such partnership. He ☒ is personally known to me OR ☐ has produced _____ as identification.

{Notarial Seal}



Lydia G. Harrod
Notary Public, State of Florida
Printed Name: LYDIA G. HARROD
My Commission Expires: 09/27/21
My Commission Number: GG120927

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this ____ day of August, 2021, by David A. Laxer, as manager of Mainsail Epicurean GP, LLC, a Florida limited liability company, in its capacity as the general partner of Mainsail Epicurean Hotel, LLLP, a Florida limited liability limited partnership, for and on behalf of such company and such partnership. He ☐ is personally known to me OR ☐ has produced _____ as identification.

{Notarial Seal}

Notary Public, State of Florida
Printed Name: _____
My Commission Expires: _____
My Commission Number: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this ____ day of August, 2021, by Joe C. Collier, III, as manager of Mainsail Epicurean Holdings, LLC, a Florida limited liability company, in its capacity as manager of Mainsail Epicurean GP, LLC, a Florida limited liability company, in its capacity as the general partner of Mainsail Epicurean Hotel, LLLP, a Florida limited liability limited partnership, for and on behalf of each such company and such partnership. He ☐ is personally known to me OR ☐ has produced _____ as identification.

{Notarial Seal}

Notary Public, State of Florida

Printed Name: _____

My Commission Expires: _____

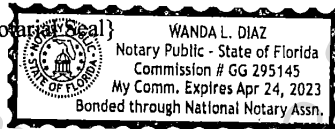
My Commission Number: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25 day of August, 2021, by David A. Laxer, as manager of Mainsail Epicurean GP, LLC, a Florida limited liability company, in its capacity as the general partner of Mainsail Epicurean Hotel, LLLP, a Florida limited liability limited partnership, for and on behalf of such company and such partnership. He ☒ is personally known to me OR ☐ has produced _____ as identification.

{Notarial Seal}



Notary Public, State of Florida

Printed Name: Wanda L. Diaz

My Commission Expires: 4-24-2023

My Commission Number: GG 295145

Exhibit "A"

Permitted Exceptions

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
2. Resolution No. 91-0804 (Hyde Park Historic District) recorded May 15, 1991 in Official Records Book 6268, Page 1417.

4844-2845-5670, v. 2

This instrument prepared by and return to:

Leslie Wager Hudock, Esquire
Barnett, Bolt, Kirkwood, Long & McBride
601 Bayshore Boulevard, Suite 700
Tampa, Florida 33606

The following information is provided
pursuant to Section 689.02(2) F.S.:

A portion of Property Appraiser's parcel ID numbers:

117665-1210 and 117665-1202

All of Property Appraiser's parcel ID numbers:

117665-1204 and 117665-1206
117665-1208

SPECIAL WARRANTY DEED

THIS INDENTURE made this 19 day of April, 2012, between BERN'S STEAK HOUSE, INC., a Florida corporation, BERN'S PROPERTIES, LLC, a Florida limited liability company, and BERN'S TOWNHOMES, LLC, a Florida limited liability company (collectively, "Grantor"), whose post office address is 1208 South Howard Avenue, Tampa, FL 33606, and MAINSAIL EPICUREAN HOTEL, LLLP a Florida limited liability limited partnership ("Grantee"), whose post office address is 4602 Eisenhower Blvd., Tampa, FL 33634.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's successors and assigns forever, the following described land (the "Property") located in Hillsborough County, Florida, to-wit:

LANDS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, MADE A PART HEREOF, AND INCORPORATED BY REFERENCE HEREIN.

SUBJECT TO: Taxes and assessments for the year 2012 and subsequent years, and to covenants, conditions, restrictions and easements of record, without intent to reimpose the same, and that certain restrictive covenant contained on Exhibit "B" attached hereto, made a part hereof, and incorporated by reference herein.

DOCUMENTARY STAMP TAXES ARE AFFIXED HERETO IN THE AMOUNT OF \$10,500.00,
BASED ON FAIR MARKET VALUE IN THE AMOUNT OF \$1,500,000.00

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 each Grantor hereby covenants with said Grantee, its successors and assigns, that it is lawfully seized of its portion of the Property in fee simple; that it has good right and lawful authority to sell and convey its portion of the Property; that it hereby warrants the title to its portion of the Property and will defend the same against the lawful claims of all persons or entities claiming by, through, or under Grantor, but against none other. Bern's Properties, LLC, is conveying and warranting title only as to Lots 2 and 3; Bern's Townhomes, LLC, is conveying and warranting title only as to Lot 4; and Bern's Steak House, Inc. is conveying and warranting title as to the remainder of the lands described herein.

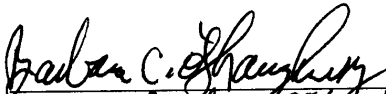
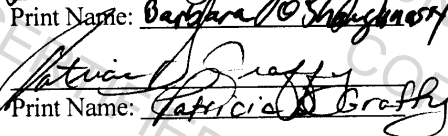
Wherever used herein and wherever the context so admits or requires, the terms Grantor and Grantee shall include the singular and the plural; the heirs, legal representatives, and assigns of individuals; and the successors and assigns of corporations, partnerships, and limited liability companies.

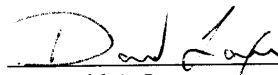
[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed and delivered in its names on the aforesaid date.

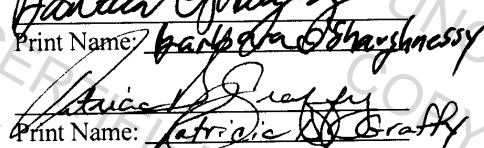
WITNESSES:

BERN'S STEAK HOUSE, INC.,
a Florida corporation


Print Name: Barbara C. Shaughnessy

Print Name: Patricia D. Grady

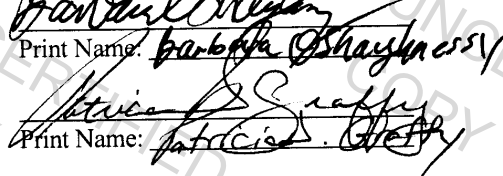
By: 
David A. Laxer
Its: President
(Corporate Seal)

BERN'S PROPERTIES, LLC,
a Florida limited liability company


Print Name: Barbara C. Shaughnessy

Print Name: Patricia D. Grady

By: 
David A. Laxer
Its: Manager
(Seal)

BERN'S TOWNHOMES, LLC,
a Florida limited liability company


Print Name: Barbara C. Shaughnessy

Print Name: Patricia D. Grady

By: 
David A. Laxer
Its: Manager
(Seal)

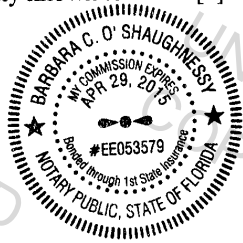
"Grantor"

As to Grantor

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to and subscribed before me this 19 day of April, 2012, by David A. Laxer, as President of Bern's Steak House, Inc., a Florida corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced a Florida driver's license as identification.

(Notarial Seal)



Barbara C. O' Shaughnessy
Notary Public, State of Florida

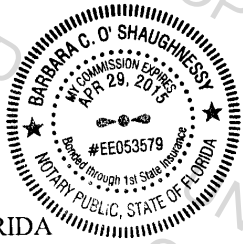
My commission expires: _____

My commission number is _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to and subscribed before me this 19 day of April, 2012, by David A. Laxer, as Manager of Bern's Properties, LLC, a Florida limited liability company, on behalf of the limited liability company, who ☒ is personally known to me or ☐ has produced a Florida driver's license as identification.

(Notarial Seal)



Barbara C. O' Shaughnessy
Notary Public, State of Florida

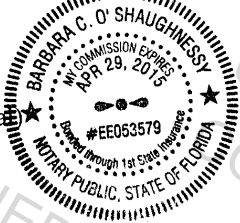
My commission expires: _____

My commission number is _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to and subscribed before me this 19 day of April, 2012, by David A. Laxer, as Manager of Bern's Townhomes, LLC, a Florida limited liability company, on behalf of the limited liability company, who ☒ is personally known to me or ☐ has produced a Florida driver's license as identification.

(Notarial Seal)



Barbara C. O' Shaughnessy
Notary Public, State of Florida

My commission expires: _____

My commission number is _____

Exhibit "A"
Legal Description

HOTEL PARCEL "A":

A part of Lot 1, all of Lots 2 and 4, together with a part of Tract "A" as shown on ELAMIS SUBDIVISION plat recorded in Plat Book 111, Pages 134 and 135 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the North corner of Lot 1 of said ELAMIS SUBDIVISION plat, being the intersection of the Southeasterly right-of-way boundary of the Lee Roy Selmon Expressway and the West right-of-way line of Howard Avenue; thence South 03°19'51" West along the said West right-of-way line of Howard Avenue, 317.77 feet to the Northeast corner of said Lot 2 ELAMIS SUBDIVISION and POINT OF BEGINNING; thence continue South 03°19'51" West, along said West right-of-way line of Howard Avenue, 212.21 feet to the Southeast corner of said Lot 2 being the intersection of the West right-of-way line of Howard Avenue and the North right-of-way line of Southview Avenue; thence South 89°31'22" West, along said North right-of-way line of Southview Avenue, 381.34 feet to the Southwest corner of said Lot 4 of ELAMIS SUBDIVISION, also being the Southeasterly right-of-way boundary of the Lee Roy Selmon Expressway; thence North 37°45'00" East, along said Southeasterly right-of-way boundary and into said Lot 1 of ELAMIS SUBDIVISION, 145.48 feet; thence leave said Southeasterly right-of-way boundary, South 52°51'34" East, 67.24 feet to a point on the Northerly boundary line of Lot 4 of ELAMIS SUBDIVISION; thence North 89°54'27" East along said Northerly boundary of Lot 4 and extension thereof 72.88 feet; thence North 37°07'45" East along the Easterly boundary of said Lot 1 and extension thereof, 131.64 feet; thence continue along the Easterly boundary of said Lot 1, North 03°10'37" East, 29.91 feet; thence leave said Easterly boundary of Lot 1 and into Tract "A" as shown on ELAMIS SUBDIVISION plat, South 86°47'01" East, 43.67 feet; thence North 48°51'45" East, 18.73 feet; thence South 86°47'01" East, 32.53 feet; thence South 70°42'46" East, 7.21 feet to the Point of Beginning.

Parcel contains 44,737.80 Square Feet or 1.027 Acres more or less.

HOTEL PARCEL "B":

Lot 3, together with a part of Lot 1 and a part of Tract "A" as shown on ELAMIS SUBDIVISION plat recorded in Plat Book 111, Pages 134 and 135 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the North corner of Lot 1 of said ELAMIS SUBDIVISION plat, being the intersection of the Southeasterly right-of-way boundary of the Lee Roy Selmon Expressway and the West right-of-way line of Howard Avenue; thence South 03°19'51" West along the said West right-of-way line of Howard Avenue, 93.50 feet to the POINT OF BEGINNING; thence continue South 03°19'51" West along said right-of-way line, 190.70 feet to the North boundary of said Tract "A" thence leave said West right-of-way line, North 86°40'09" West, along said

North boundary line of Tract "A", 35.14 feet; thence continue on North boundary line of Tract "A", North 44°43'02" West, 23.10 feet to a point; thence North 86°49'15" West, through said Tract "A", 44.34 feet to a point on the Easterly boundary line of said Lot 1 of ELAMIS SUBDIVISION; thence along the Easterly boundary of said Lot 1, North 03°10'37" East, 46.94 feet; thence North 37°42'52" East, 78.07 feet; thence North 03°19'51" East into said Lot 1 of ELAMIS SUBDIVISION, 19.78 feet to a point on said Easterly boundary of Lot 1, being the Westerly boundary line of Lot 3 of ELAMIS SUBDIVISION; thence the following (4) four courses and distances along the Easterly boundary of said Lot 1 and Westerly boundary of Lot 3, North 52°21'52" West, 10.37 feet; thence North 37°44'59" East, 40.71 feet; thence North 54°54'12" East, 7.71 feet; thence South 86°40'09" East, 32.22 feet to the Point of Beginning.

Parcel contains 13,237.41 Square feet or 0.3039 acres more or less.

HOTEL PARCEL "AIR RIGHTS":

An area for "Air Rights" Beginning vertically 10' above ground grade at an elevation of 33 feet above mean sea level, referenced to the National Geodetic Vertical Datum of 1929 and extending skyward; above an over a part of Tract "A" as shown on ELAMIS SUBDIVISION plat as recorded in Plat Book 111, Pages 134 and 135 of the Public Records of Hillsborough County, Florida and being more particularly described as follows:

Commence at the North corner of Lot 1 of said ELAMIS SUBDIVISION plat, being the intersection of the Southeasterly right-of-way boundary of the Lee Roy Selmon Expressway and the West right-of-way line of Howard Avenue; thence South 03°19'51" West along the said West right-of-way line of Howard Avenue, 284.20 feet to the POINT OF BEGINNING of land area above which "Air Rights" apply; thence continue South 03°19'51" West along said West right-of-way line, 33.57 feet; thence leave said West right-of-way line North 70°42'46" West, 7.21 feet; thence North 86°47'01" West, 32.53 feet; thence South 48°51'45" West, 18.73 feet; thence North 86°47'01" West, 43.67 feet to the Easterly boundary line of Lot 1 of said ELAMIS SUBDIVISION plat; thence North 03°10'37" East, along said Easterly boundary line of Lot 1, 60.18 feet; thence leave said Easterly boundary line of Lot 1, South 86°49'15" East, 44.34 feet; thence South 44°43'02" East, 23.10 feet; thence South 86°40'09" East, 35.14 feet to the Point of Beginning.

EXHIBIT "B"
Restrictive Covenant

The Property, more particularly described on Exhibit "A" of this Special Warranty Deed, shall be subject to the following covenants and restrictions.

1. Uses Requiring Approval. Grantee and any subsequent owner, tenant, manager or operator of the Property shall have no right to operate an upscale fine dining restaurant on the Property without first obtaining the prior written consent of the owner of that certain property legally described on Exhibit "C" attached hereto and made a part hereof, and incorporated by reference herein (the "**Benefitted Property**"). The owner of the Benefitted Property agrees to record in the public records from time to time an instrument confirming such written consent with respect to a specific restaurant format on the Property. If the owner of the Benefitted Property consents to a specific restaurant format on the Property, it agrees to record in the public records from time to time an instrument confirming such written consent.
2. Right of First Refusal. If, at any time and from time to time, Grantee or any subsequent owner, tenant, manager or operator of the Property shall receive an offer from a prospective tenant to lease any retail space within the Property or shall desire to offer any such retail space for lease to a prospective tenant (in each case, a "**Lease Offer**"), Grantee shall first give written notice to the owner of the Benefitted Property, setting forth the terms and conditions of such Lease Offer (the "**Lease Notice**"). The owner of the Benefitted Property shall have the right to lease the retail space described in the Lease Offer, on the terms and conditions set forth therein, by giving written notice to Grantee within ten (10) business days after delivery of such written notice. If the owner of the Benefitted Property does not timely accept the Lease Offer, then Grantee shall have the right to lease the retail space described in the Lease Offer to any person on the terms and conditions set forth in the Lease Offer; provided, however, if a lease is not signed during the period ending one hundred eighty (180) days after delivery of the Lease Notice, the provisions of this Section 2 shall again be in effect with respect to such retail space, and Grantee shall again comply with all of the provisions of this Section 2 prior to leasing such retail space.
3. Remedy for Violations. In the event of a breach of Sections 1 or 2 above, the owner of the Benefitted Property shall have the specific right to obtain an order specifically enforcing the performance of such restriction or an injunctive release to require Grantee or its applicable successors and assigns, to comply with the requirements of Sections 1 and 2. Any action taken or document executed in violation of Sections 1 and 2 shall be void and may be set aside upon the petition of the owner of the Benefitted Parcel, and such owner shall be entitled to seek any available remedy at law or in equity.
4. Attorneys Fees. In the event that the owner of the Benefitted Property incurs any attorneys fees or costs in the enforcement of this Restrictive Covenant, the prevailing party shall be entitled to attorneys fees and costs, mediation costs and appellate fees and costs, together with any costs of collection.
5. Duration. The provisions of these restrictive covenants shall run with and bind the Property,

and shall inure to the benefit of and be enforceable by the owner of the Benefitted Property for a period expiring on the earlier of: (i) the date that is ninety-nine (99) years from the date of this Special Warranty Deed, or (ii) the date on which an upscale fine dining restaurant is no longer operated on the Benefitted Property. Following the expiration date, upon not less than ten (10) days written notice, the owner of the Benefitted Property shall execute and deliver to the owner of the Property an instrument in recordable form confirming the expiration of these restrictive covenants.

EXHIBIT "C"

Benefitted Property

Lots 10, 11, 12, 13, 14, HAMNER'S SUBDIVISION, according to the map or plat thereof
recorded in Plat Book 9, Page 33, of the Public Records of Hillsborough County, Florida.

This instrument prepared by and return to:

Leslie Wager Hudock, Esquire
Buchanan Ingersoll & Rooney PC
401 E. Jackson Street, Suite 2400
Tampa, FL 33602

Consideration: \$600,000.00*

Documentary Stamps: \$4,200.00

Parcel ID: 186095-0000 and 186096-0000

**Informational note: Calculated based on the fair market value of the Property. This transaction is part of a simultaneous direct like-kind deferred exchange of real property in accordance with Section 1031 of Code and the regulations promulgated thereunder.*

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 31st day of August, 2021, between Bern's Steak House, Inc., a Florida corporation ("Grantor"), whose address is 1208 S. Howard Avenue, Tampa, FL 33606, in favor of Mainsail Epicurean Hotel, LLLP, a Florida limited liability partnership ("Grantee"), whose address is 4602 Eisenhower Blvd., Tampa, FL 33634.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hillsborough County, Florida (the "Property"):

Lots 34 and 35, of HAMNER'S SUBDIVISION, according to the map or plat thereof recorded in Plat Book 9, Page 33, of the Public Records of Hillsborough County, Florida.

TO HAVE AND TO HOLD the Property, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever;

This conveyance is made subject to those matters described in **EXHIBIT "A"** attached hereto and incorporated herein by reference (the "Permitted Exceptions"), reference to which shall not operate to reimpose the same.

Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other; provided, however, the foregoing statement is not intended to and shall not be construed to reimpose any such matters.

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IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed under seal on the date aforesaid.

Signed, sealed, and delivered
in the presence of:

WITNESSES:

Sara M. Enright
Print Name: Sara M. Enright

Wanda L. Diaz
Print Name: Wanda L. Diaz

GRANTOR:

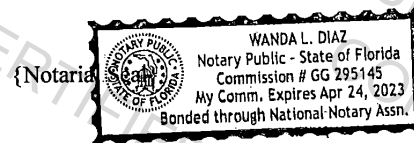
BERN'S STEAK HOUSE, INC.,
a Florida corporation

By: David A. Laxer
David A. Laxer, its President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25 day of August, 2021, by David A. Laxer, as President of Bern's Steak House, Inc., a Florida corporation, for and on behalf of the corporation. He ☒ is personally known to me OR ☐ has produced _____ as identification.



Wanda L. Diaz
Notary Public, State of Florida
Printed Name: Wanda L. Diaz
My Commission Expires: 4-24-2023
My Commission Number: 66 295145

Exhibit "A"

Permitted Exceptions

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
2. Resolution No. 91-0804 (Hyde Park Historic District) recorded May 15, 1991 in Official Records Book 6268, Page 1417.

4814-0822-9110, v. 1

This instrument was prepared by
and should be returned to:

Leslie Wager Hudock, Esq.
Buchanan Ingersoll & Rooney PC
401 E. Jackson Street, Suite 2400
Tampa, Florida 33602

Consideration: \$47,110,000.00
Documentary Stamp Tax: \$329,770.00
Folio Nos.: 117665-1204, 117665-1202, 186096-0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made effective as of the 6th day of August, 2026, between MAINSAIL EPICUREAN HOTEL, LLLP, a Florida limited liability limited partnership ("Grantor"), whose address is 4602 Eisenhower Blvd., Tampa, Florida 33634, and HTLVI TAMPA LLC, a Delaware limited liability company ("Grantee"), whose mailing address is 1100 Larkspur Landing Circle, Suite 280, Larkspur, California 94939.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, conveys, remises, releases and transfers unto Grantee, its successors and assigns, all that certain land situate in Hillsborough County, Florida ("Property"), more fully described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

TOGETHER with (i) any structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) and all easements, rights of way, privileges, licenses, tenements, hereditaments, appurtenances, and other rights and benefits belonging to, running with the owner of, or in anywise appertaining to, the Property.

TO HAVE AND TO HOLD (i) Parcel 1, the Hocola Property, and the Berns Property (each as described on Exhibit A) in fee simple forever, and (ii) Parcel 2 (as described on Exhibit A) as a leasehold estate for the term and upon the conditions set forth in the Parking Garage Lease, in each case subject only to those matters set forth on Exhibit B attached hereto and incorporated herein by reference, but the reference to such matters is not intended to, and shall not be construed to, reimpose or extend such matters.

Grantor does hereby covenant with Grantee that (i) Grantor is lawfully seized of Parcel 1 of the Property, the Hocola Property, and the Berns Property in fee simple and holds a valid leasehold estate in Parcel 2 of the Property, (ii) Grantor has good right and lawful authority to sell and convey the Property and (iii) Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor but against none other.

[The balance of this page is intentionally blank.]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed under seal on the date aforesaid.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

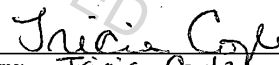
MAINSAIL EPICUREAN HOTEL, LLLP,
a Florida limited liability limited partnership

By: Mainsail Epicurean GP, LLC,
Its General Partner

By: Mainsail Epicurean Holdings, LLC,
Its Manager


Print Name: MICHAEL W. FRAZIER

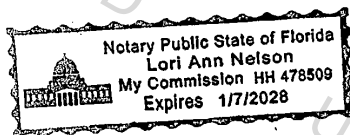
Witness Address: 6706 CAMDEN BLVD
APT 308 TAMPA, FL 33635


Print Name: Tricia Cople

Witness Address: 4602 Eisenhower Blvd.
Tampa, FL 33634

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of July, 2026, by Joe C. Collier, III, in his capacity as a duly appointed and authorized Manager of Mainsail Epicurean Holdings LLC, a Florida limited liability company, in its capacity as the duly appointed and authorized Manager of Mainsail Epicurean GP, LLC, a Florida limited liability company, in its capacity as the duly appointed and authorized General Partner of MAINSAIL EPICUREAN HOTEL, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He ☒ is personally known to me OR ☐ has produced _____ as identification.




Notary Public

LORI ANN NELSON
(Print, Type or Stamp Name)

[Signature Page to Special Warranty Deed]

EXHIBIT A

LEGAL DESCRIPTION

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

"MAINSAIL PROPERTY"

PARCEL 1 (FEE SIMPLE ESTATE):

HOTEL PARCEL "A":

A part of Lot 1, all of Lots 2 and 4, together with a part of Tract "A" as shown on ELAMIS SUBDIVISION plat recorded in Plat Book 111, Pages 134 and 135 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the North corner of Lot 1 of said ELAMIS SUBDIVISION plat, being the intersection of the Southeasterly right-of-way boundary of the Lee Roy Selmon Expressway and the West right-of-way line of Howard Avenue; thence South 03°19'51" West along the said West right-of-way line of Howard Avenue, 317.77 feet to the Northeast corner of said Lot 2 ELAMIS SUBDIVISION and POINT OF BEGINNING; thence continue South 03°19'51" West, along said West right-of-way line of Howard Avenue, 212.21 feet to the Southeast corner of said Lot 2 being the intersection of the West right-of-way line of Howard Avenue and the North right-of-way line of Southview Avenue; thence South 89°31'22" West, along said North right-of-way line of Southview Avenue, 381.34 feet to the Southwest corner of said Lot 4 of ELAMIS SUBDIVISION, also being the Southeasterly right-of-way boundary of the Lee Roy Selmon Expressway; thence North 37°45'00" East, along said Southeasterly right-of-way boundary and into said Lot 1 of ELAMIS SUBDIVISION, 145.48 feet; thence leave said Southeasterly right-of-way boundary, South 52°51'34" East, 67.24 feet to a point on the Northerly boundary line of Lot 4 of ELAMIS SUBDIVISION; thence North 89°54'27" East along said Northerly boundary of Lot 4 and extension thereof 72.88 feet; thence North 37°07'45" East along the Easterly boundary of said Lot 1 and extension thereof, 131.64 feet; thence continue along the Easterly boundary of said Lot 1, North 03°10'37" East, 29.91 feet; thence leave said Easterly boundary of Lot 1 and into Tract "A" as shown on ELAMIS SUBDIVISION plat, South 86°47'01" East, 43.67 feet; thence North 48°51'45" East, 18.73 feet; thence South 86°47'01" East, 32.53 feet; thence South 70°42'46" East, 7.21 feet to the Point of Beginning.

HOTEL PARCEL "B":

Lot 3, together with a part of Lot 1 and a part of Tract "A" as shown on ELAMIS SUBDIVISION plat recorded in Plat Book 111, Pages 134 and 135 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the North corner of Lot 1 of said ELAMIS SUBDIVISION plat, being the intersection of the Southeasterly right-of-way boundary of the Lee Roy Selmon Expressway and the West right-of-way line of Howard Avenue; thence South 03°19'51" West along the said West right-of-way line of Howard Avenue, 93.50 feet to the POINT OF BEGINNING; thence continue

A-1

South 03°19'51" West along said right-of-way line, 190.70 feet to the North boundary of said Tract "A" thence leave said West right-of-way line, North 86°40'09" West, along said North boundary line of Tract "A", 35.14 feet; thence continue on North boundary line of Tract "A", North 44°43'02" West, 23.10 feet to a point; thence North 86°49'15" West, through said Tract "A", 44.34 feet to a point on the Easterly boundary line of said Lot 1 of ELAMIS SUBDIVISION; thence along the Easterly boundary of said Lot 1, North 03°10'37" East, 46.94 feet; thence North 37°42'52" East, 78.07 feet; thence North 03°19'51" East into said Lot 1 of ELAMIS SUBDIVISION, 19.78 feet to a point on said Easterly boundary of Lot 1, being the Westerly boundary line of Lot 3 of ELAMIS SUBDIVISION; thence the following (4) four courses and distances along the Easterly boundary of said Lot 1 and Westerly boundary of Lot 3, North 52°21'52" West, 10.37 feet; thence North 37°44'59" East, 40.71 feet; thence North 54°54'12" East, 7.71 feet; thence South 86°40'09" East, 32.22 feet to the Point of Beginning.

HOTEL PARCEL "AIR RIGHTS":

An area for "Air Rights" Beginning vertically 10' above ground grade at an elevation of 33 feet above mean sea level, referenced to the National Geodetic Vertical Datum of 1929 and extending skyward; above and over a part of Tract "A" as shown on ELAMIS SUBDIVISION plat as recorded in Plat Book 111, Pages 134 and 135 of the Public Records of Hillsborough County, Florida and being more particularly described as follows:

Commence at the North corner of Lot 1 of said ELAMIS SUBDIVISION plat, being the intersection of the Southeasterly right-of-way boundary of the Lee Roy Selmon Expressway and the West right-of-way line of Howard Avenue; thence South 03°19'51" West along the said West right-of-way line of Howard Avenue, 284.20 feet to the POINT OF BEGINNING of land area above which "Air Rights" apply; thence continue South 03°19'51" West along said West right-of-way line, 33.57 feet; thence leave said West right-of-way line North 70°42'46" West, 7.21 feet; thence North 86°47'01" West, 32.53 feet; thence South 48°51'45" West, 18.73 feet; thence North 86°47'01" West, 43.67 feet to the Easterly boundary line of Lot 1 of said ELAMIS SUBDIVISION plat; thence North 03°10'37" East, along said Easterly boundary line of Lot 1, 60.18 feet; thence leave said Easterly boundary line of Lot 1, South 86°49'15" East, 44.34 feet; thence South 44°43'02" East, 23.10 feet; thence South 86°40'09" East, 35.14 feet to the Point of Beginning.

Together with the easement rights granted in that certain Reciprocal Easement Agreement, by and between Bern's Steak House, Inc., a Florida corporation, and Mainsail Epicurean Hotel, LLLP, a Florida limited liability limited partnership, dated April 19, 2012, and recorded April 24, 2012 in Official Records Book 21083, Page 1160 and Corrective Reciprocal Easement Agreement recorded July 31, 2026 in Official Records Instrument No. 2026299017, all of the Public Records of Hillsborough County, Florida.

PARCEL 2 (LEASEHOLD ESTATE): A Leasehold Estate created by that certain Parking Garage Lease by and between Bern's Steak House, Inc., a Florida corporation, Lessor, and Mainsail Epicurean Hotel, LLLP, a Florida limited liability limited partnership, Lessee, dated April 19, 2012, as amended, of which a Memorandum thereof was recorded April 24, 2012, in Official Records Book 21083, Page 1155, and amended and restated by the First Amended and Restated Memorandum of Parking Garage Lease thereof recorded July 31, 2026 in Official Records Instrument No. 2026299014, demising the following described lands, to wit:

GARAGE PARCEL:

A part of Lot 1, together with a part of Tract "A" as shown on ELAMIS SUBDIVISION plat, according to the plat thereof as recorded in Plat Book 111, Pages 134 and 135, of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

BEGIN at the North corner of said Lot 1 of ELAMIS SUBDIVISION, and being the point of intersection of the Southeasterly boundary of the Lee Roy Selmon Expressway and the West right-of-way line of South Howard Avenue, thence from said BEGINNING point the following (4) four courses and distances along the Easterly boundary of said Lot 1 of ELAMIS SUBDIVISION, South 03°19'51" West, along said West right-of-way line of Howard Avenue, 93.50 feet; thence leave said West right-of-way line, North 86°40'09" West, 32.22 feet; thence South 54°54'12" West, 7.71 feet; thence South 37°44'59" West, 40.71 feet; thence South 52°21'52" East, 10.37 feet, to a point; thence into and across said Lot 1, South 03°19'51" West, 19.78 feet to a point on said Easterly boundary of Lot 1 thence continue along said Easterly boundary of Lot 1, South 37°42'52" West, 78.07 feet; thence South 03°10'37" West, 46.94 feet; thence leave said Easterly boundary of Lot 1, South 86°49'15" East, into and through said Tract "A" as shown on ELAMIS SUBDIVISION plat, 44.34 feet, to a point on the Northeasterly boundary line of said Tract "A"; thence the following (5) courses and distances along the boundary line of said Tract "A", South 44°43'02" East, 23.10 feet; thence South 86°40'09" East, 35.14 feet to a point on the said West right-of-way line of Howard Avenue; thence South 03°19'51" West along said West right-of-way line, 33.57 feet; thence leave said West right-of-way line, North 70°42'46" West, 7.21 feet; thence North 86°47'01" West, along said boundary of Tract "A" and into said Tract "A", 32.53 feet; thence South 48°51'45" West, 18.73 feet; thence North 86°47'01" West, 43.67 feet to a point on the Easterly boundary of said Lot 1 of ELAMIS SUBDIVISION; thence South 03°10'37" West, along said Easterly boundary of Lot 1, 29.91 feet; thence South 37°07'45" West, 131.64 feet to a point in said Lot 1; thence South 89°54'27" West, along the Southerly boundary of Lot 1 and the extension thereof, 72.88 feet; thence leave said Southerly boundary line of Lot 1, North 52°51'34" West, into said Lot 1, 67.24 feet to a point on the aforementioned Southeasterly right-of-way boundary of the Lee Roy Selmon Expressway; thence North 37°45'00" East, along said Southeasterly right-of-way boundary, 527.68 feet to the Point of Beginning.

LESS AND EXCEPT HOTEL PARCEL "AIR RIGHTS" as described in that certain Special Warranty Deed by Bern's Steak House, Inc., a Florida corporation; Bern's Properties, LLC, a Florida limited liability company and Bern's Townhomes, LLC, a Florida limited liability company, Grantor, to Mainsail Epicurean Hotel, LLLP, a Florida limited liability limited partnership, recorded April 24, 2012 in Official Records Book 21083, Page 1146, Public Records of Hillsborough County, Florida, and being more particularly described as follows:

An area for "Air Rights" Beginning vertically 10' above ground grade at an elevation of 33 feet above mean sea level, referenced to the National Geodetic Vertical Datum of 1929 and extending skyward; above and over a part of Tract "A" as shown on ELAMIS SUBDIVISION plat as recorded in Plat Book 111, Pages 134 and 135 of the Public Records of Hillsborough County, Florida and being more particularly described as follows:

Commence at the North corner of Lot 1 of said ELAMIS SUBDIVISION plat, being the intersection of the Southeasterly right-of-way boundary of the Lee Roy Selmon Expressway and

the West right-of-way line of Howard Avenue; thence South 03°19'51" West along the said West right-of-way line of Howard Avenue, 284.20 feet to the POINT OF BEGINNING of land area above which "Air Rights" apply; thence continue South 03°19'51" West along said West right-of-way line, 33.57 feet; thence leave said West right-of-way line North 70°42'46" West, 7.21 feet; thence North 86°47'01" West, 32.53 feet; thence South 48°51'45" West, 18.73 feet; thence North 86°47'01" West, 43.67 feet to the Easterly boundary line of Lot 1 of said ELAMIS SUBDIVISION plat; thence North 03°10'37" East, along said Easterly boundary line of Lot 1, 60.18 feet; thence leave said Easterly boundary line of Lot 1, South 86°49'15" East, 44.34 feet; thence South 44°43'02" East, 23.10 feet; thence South 86°40'09" East, 35.14 feet to the Point of Beginning.

Together with those certain perpetual, non-exclusive easements for pedestrian and vehicular access, ingress and egress; utilities; support; encroachments; and such other easement rights for the benefit of the Land as set forth and contained in that certain Reciprocal Easement Agreement dated April 19, 2012, by and between Bern's Steak House, Inc., a Florida corporation, and Mainsail Epicurean Hotel, LLLP, a Florida limited liability limited partnership, recorded April 24, 2012 in Official Records Book 21083, Page 1160 and Corrective Reciprocal Easement Agreement recorded July 31, 2026 in Official Records Instrument No. 2026299017, all of the Public Records of Hillsborough County, Florida.

"HOCOLA PROPERTY"

Lots 36 and 37 of HAMNER'S SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 9, Page 33, of the Public Records of Hillsborough County, Florida.

"BERNS PROPERTY":

Lots 34 and 35 of HAMNER'S SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 9, Page 33, of the Public Records of Hillsborough County, Florida.

4905-8867-3469, v. 4

EXHIBIT B

PERMITTED EXCEPTIONS

1. Expressway Ingress/Egress Easements shown and dedicated on the plat of Elamis Subdivision recorded in Plat Book 111, Pages 134 and 135, Public Records of Hillsborough County, Florida. (As to Parcels 1 and 2)
2. City of Tampa Resolution No. 91-0804 recorded May 15, 1991 in Official Records Book 6268, Page 1417 and together with and affected by City of Tampa Ordinance No. 2023-16 recorded January 19, 2023 in Official Records Instrument No. 2023024453, all of the Public Records of Hillsborough County, Florida. (As to all the Land described herein)
3. Easement in favor of Tampa Electric Company, a Florida corporation, recorded August 16, 2007 in Official Records Book 18039, Page 1929, Public Records of Hillsborough County, Florida. (As to Parcel 2)
4. Terms and conditions as set forth and contained in that certain unrecorded Parking Garage Lease dated as of April 19, 2012, as amended, as evidenced by and together with the Memorandum of Parking Garage Lease by and between Bern's Steak House, Inc., a Florida corporation, Landlord, and Mainsail Epicurean Hotel, LLLP, a Florida limited liability limited partnership, Tenant, recorded April 24, 2012 in Official Records Book 21083, Page 1155, as amended and restated by the First Amended and Restated Memorandum of Parking Garage Lease recorded July 31, 2026, in Official Records Instrument No. 2026299014, all of the Public Records of Hillsborough County, Florida. (As to Parcel 2)
5. Terms, conditions, covenants, easements, restrictions and obligations as set forth and contained in the Reciprocal Easement Agreement by and between Bern's Steak House, Inc., a Florida corporation and Mainsail Epicurean Hotel, LLLP, a Florida limited liability limited partnership, recorded April 24, 2012 in Official Records Book 21083, Page 1160 and Corrective Reciprocal Easement Agreement recorded July 31, 2026 in Official Records Instrument No. 2026299017, all of the Public Records of Hillsborough County, Florida. (As to Parcels 1 and 2)
6. Hold Harmless and Indemnification Agreement by Mainsail Epicurean Hotel, LLLP, in favor of the City of Tampa, Florida, recorded March 5, 2014 in Official Records Book 22446, Page 1085, Public Records of Hillsborough County, Florida. (As to Parcel 1)
7. Easement in favor of Tampa Electric Company, a Florida corporation, recorded August 5, 2022 in Official Records Instrument No. 2022385313, Public Records of Hillsborough County, Florida. (As to Berns Property)
8. The rights of tenant, as tenant only, under unrecorded Lease Agreement dated March 20, 2013, between Mainsail Epicurean Hotel, LLLP, as landlord, and Bern's Steak House, Inc., as tenant, as amended by that certain First Extension to Lease Agreement dated February 24, 2026 and that certain Amendment to Lease Agreement dated July 21, 2026. (As to Mainsail Property)

9. The rights of tenant, as tenant only, under unrecorded Lease Agreement dated July 1, 2021, between Mainsail Epicurean Hotel, LLLP, as landlord, and Freres du Chill LLC, as tenant, as amended by that certain First Extension to Lease Agreement dated April 1, 2026. (As to Mainsail Property)
10. Unrecorded Parking Lease dated July 21, 2026, between Mainsail Epicurean Hotel, LLLP, as landlord, and Bern's Steak House, Inc., as tenant, as evidenced by and together with a Memorandum of Parking Lease recorded July 31, 2026, in Official Records Instrument No. 2026299015, of the Public Records of Hillsborough County, Florida. (As to Berns Property and Hocola Property)
11. Notice of Future Advance, Mortgage Consolidation, Mortgage Modification and Spreader Agreement and Amended and Restated Mortgage and Security Agreement in the original principal amount of \$36,850,000.00, executed by Mainsail Epicurean Hotel, LLLP, a Florida limited liability limited partnership in favor of Valley National Bank, a national banking association, recorded September 2, 2021 in Official Records Instrument No. 2021446532, Public Records of Hillsborough County, Florida. (As to Owners Policy only)

INSTRUMENT#: 2016045142, BK: 23852 PG: 1907 PGS: 1907 - 1908 02/01/2016 at 02:52:42 PM, DOC TAX PD (F.S.201.02) \$3150.00 DEPUTY CLERK:SLEWIS Pat Frank,Clerk of the Circuit Court Hillsborough County

Prepared By and Return To:
Majesty Title Services, LLC
4006 S. MacDill Avenue
Tampa, FL 33611

Order No.: FL20151248

Property Appraiser's Parcel I.D. (folio) Number:
A-26-29-18-3P8-000000-00031.1

WARRANTY DEED

THIS WARRANTY DEED dated January 29, 2016, by A. Dutton Kennedy, III, whose post office address is 509 25th Street, Ocean City, New Jersey 08226 (the "Grantor"), to JL Ciccio, LLC., a Florida limited liability company, whose post office address is 901 S. Howard Avenue, Tampa, Florida, 33606 (the "Grantee").

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

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in County of Hillsborough, State of Florida, viz:

THE NORTH 110 FEET OF LOT 31, H.J. WATROUS' 2ND ADD'N. TO WEST HYDE PARK, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 57 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF THE EAST 1/2 OF CLOSED ALLEY ABUTTING ON THE WEST.

THE GRANTOR HEREIN CERTIFIES THAT THE SUBJECT PROPERTY IS NOT HIS HOMESTEAD AS DEFINED BY THE CONSTITUTION OF THE STATE OF FLORIDA IN THAT NEITHER HE NOR ANY MEMBER OF HIS HOUSEHOLD RESIDES THEREON.

Subject to easements, restrictions, reservations and limitations of recorded, if any.

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

TO HAVE AND TO HOLD the same in Fee Simple forever.

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: 2015.

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

[Signature]
A. Dutton Kennedy, III

Grantor Address:
509 25th Street
Ocean City, NJ 08226

Signed, sealed and delivered in presence of:

[Signature]
Witness #1 Signature

Rachel Iaconianni
Printed Name of First Witness

[Signature]
Witness #2 Signature

JAROLAVA LEVENECOVA
Printed Name of Second Witness

STATE OF NEW JERSEY
COUNTY OF Atlantic

Acknowledged before me this 22 day of January, 2016, personally appeared A. DUTTON KENNEDY, III, who produced Florida driver license as identification, or who is personally known to me.

[Signature]
NOTARY PUBLIC

Samantha D. North

[Seal]

My Commission Expires
March 27, 2017

UNCERTIFIED COPY

This instrument was prepared by and should be returned to:
Jonathan P. Jennewein
Hill, Ward & Henderson, P.A.
Barnett Plaza, Suite 3700
101 East Kennedy Boulevard
Tampa, Florida 33602

INSTR # 2001204312
OR BK 10897 PG 0976

RECORDED 06/26/2001 04:15 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DOC TAX PD (F.S. 201.02) 3,500.00
DEPUTY CLERK S Edison

UNCERTIFIED COPY

WARRANTY DEED

UNCERTIFIED COPY

This WARRANTY DEED is made and entered into this 15 day of June, 2001, by and between **JUST GOOD BUSINESS, INC.**, a Florida corporation, whose address is 5002 South MacDill Avenue, Tampa, Florida 33611 (hereinafter called the "Grantor"), to **JDJ PROPERTIES, LLC**, a Florida limited liability company, whose address is 1015 S. Howard Avenue, Tampa, Florida 33606 (hereinafter called the "Grantee"):

UNCERTIFIED COPY

W I T N E S S E T H:

UNCERTIFIED COPY

The Grantor, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, all that certain land situated in Hillsborough County, Florida, to-wit:

UNCERTIFIED COPY

See Exhibit A attached hereto and incorporated herein by reference subject to the matters set forth on Exhibit B attached hereto and incorporated by reference herein.

UNCERTIFIED COPY

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

UNCERTIFIED COPY

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

UNCERTIFIED COPY

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; 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 liens and encumbrances except for the matters set forth on Exhibit B attached hereto.

UNCERTIFIED COPY

Property Appraiser's Id. No. 117497.0000
Tax Id. No. of Grantee _____

OR BK 10897 PG 0977

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

Signed, sealed and delivered
in the presence of:

JUST GOOD BUSINESS, INC.,
a Florida corporation

Allison DiSalvo
Name: Allison D. Salvo
(Print or Type Name)

By: Jonathan Agri
Jonathan Agri
President

Jonathan P. Jannawein
Name: Jonathan P. Jannawein
(Print or Type Name)

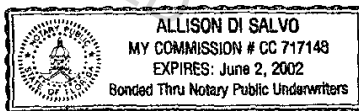
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18th day of June, 2001 by Jonathan Agri, as President of JUST GOOD BUSINESS, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Florida driver's license as identification.

Allison DiSalvo
Notary Public



Allison D. Salvo
(Print, Type or Stamp Name)

My Commission Expires:

G:\PARICHTER\CICCIO & TONY'S WARRANTY DEED.DOC

OR BK 10897 PG 0978

EXHIBIT A

LEGAL DESCRIPTION

Lots 28 and 29, H. J. WATROUS' 2ND ADD'N. TO WEST HYDE PARK, according to the map or plat thereof,
as recorded in Plat Book 9, Page 57, of the Public Records of Hillsborough County, Florida.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2001 and thereafter.
2. Applicable zoning ordinances and other applicable zoning restrictions, if any.
3. Matters of survey.
4. Restrictions, covenants and conditions as set forth in Land Use Restriction Agreement recorded in O.R. Book 7468, Page 1058, as amended by instrument recorded in O.R. Book 7839, page 965, all of the Public Records of Hillsborough County, Florida.

G:\JP\Richter\ciccio & tony's\warranty deed.doc

RETURN TO :

City of Tampa, Real Estate Division
306 E. Jackson Street, 3N
Tampa, Florida 33602
Attention: W. Thompson

PREPARED BY:

Jorge I. Martin
Senior Assistant City Attorney
315 E. Kennedy Blvd., 7th Floor
Tampa, Florida 33602
Folio No.: 117497-0000
RE No.: 18-120-001-01

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT is made this 19th day of August 2019, by and between **JDJ PROPERTIES LLC**, a Florida limited liability company, whose address is 3140 W Kennedy Blvd, Suite 118, Tampa, Florida 33609 ("**Grantor**") and the **CITY OF TAMPA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 315 E. Kennedy Boulevard, Tampa, Florida 33602 ("**Grantee**").

WITNESSETH:

THAT the Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), lawful money of the United States of America to it in hand paid, the receipt whereof is hereby acknowledged, as well as other good and valuable consideration, does hereby grant, bargain, sell and convey to the Grantee, its successors and assigns, an easement for the purpose of building, constructing, operating, maintaining and replacing sidewalk improvements with full right of ingress and egress thereto in favor of the Grantee and the general public, over, across, under and through the following described real estate, situate, lying and being in the County of Hillsborough, State of Florida, more particularly described as follows, to wit:

See EXHIBIT "A" attached hereto and made a part hereof by this reference
("**Property**")

RE#
K:VP&D\Thompson
13-Aug-19

IN WITNESS WHEREOF, this Sidewalk Easement has been executed as of the date set forth above.

WITNESS:

Andrew Rendele IV

Name: Andrew Rendele IV
(Print/type name)

GRANTOR

By: [Signature]

Name: James Lanza

Title: Manager

WITNESS:

[Signature]

Name: Stephen Michelini
(Print/type name)

APPROVED AS TO FORM

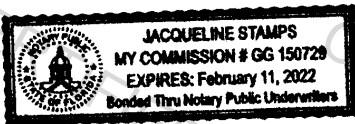
[Signature]
Jorge I. Martin
Senior Assistant City Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19th day of August, 2019 by James Lanza, Manager of JDJ Properties, LLC, a Florida limited liability company, for and on behalf of said company, who is personally known to me or produced _____ (pictured) as identification.



[Affix Notary Seal/Stamp]

[Signature]
Name: JACQUELINE STAMPS
(print/type name)

Notary Public, State of Florida
Commission No. GG 150729
Commission Expires:

RE#
K:VP&D\Thompson
13-Aug-19

WITNESS:

Andrew Renuals

Name: Andrew Renuals
(Print/type name)

GRANTOR

By: Jeff Gigante

Name: Jeff Gigante

Title: Manager

WITNESS:

Stephen Michienis

Name: STEPHEN MICHIENIS
(Print/type name)

APPROVED AS TO FORM

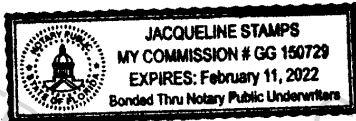
Jorge I. Martin
Senior Assistant City Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19th day of August, 2019 by Jeff Gigante, Manager of JDJ Properties, LLC, a Florida limited liability company, for and on behalf of said company, who is personally known to me or produced _____ (pictured) as identification.



[Affix Notary Seal/Stamp]

Jacqueline Stamps
Name JACQUELINE STAMPS
(print/type name)

Notary Public, State of Florida
Commission No. 66150729
Commission Expires:

RE#
K:\P&D\Thompson
13-Aug-19

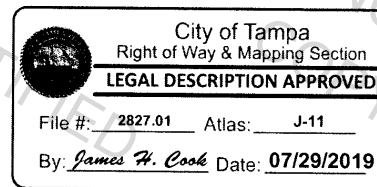
LEGAL DESCRIPTION

Exhibit "A"

A PORTION OF LOTS 28 AND 29, H.J. WATROUS 2ND ADD'N. TO WEST HYDE PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT 9, PAGE 57, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 29, H.J. WATROUS 2ND ADD'N. TO WEST HYDE PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT 9, PAGE 57, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE N88°53'37"W, ALONG THE SOUTH LINE OF SAID LOT 29, 49.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, N88°53'37"W, 72.76 FEET; THENCE DEPARTING SAID SOUTH LINE, N53°06'41"E, 8.12 FEET; THENCE S88°53'37"E, 66.26 FEET; THENCE S00°00'17"W, 5.00 FEET, BACK TO THE POINT OF BEGINNING.

CONTAINING 348 SQUARE FEET MORE OR LESS.



**SECTION 26, TOWNSHIP 29 SOUTH, RANGE 18 EAST
SPECIAL-PURPOSE SURVEY
HILLSBOROUGH COUNTY, FLORIDA**

SKETCH & DESCRIPTION

**SHEET 1 OF 2
NOT VALID WITHOUT ALL SHEETS
THIS IS NOT A BOUNDARY SURVEY**

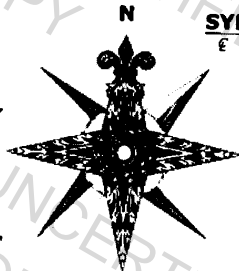
SEE SHEET 2 FOR DESCRIPTION

SYMBOL LEGEND

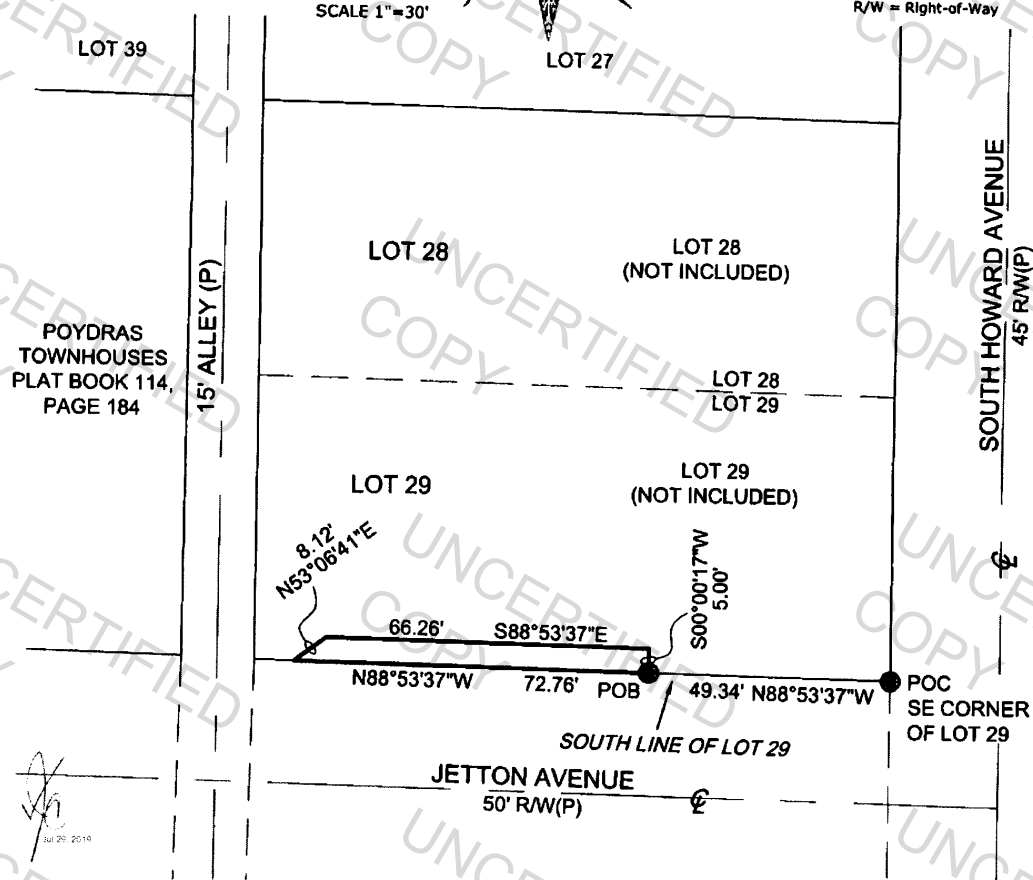
⊥ = Centerline

LEGEND

(P) = Data per Plat
LB = Licensed Business
O.R.(B.) = Official Records (Book)
P.B. = Plat Book
PG(S). = Page(s)
PLS = Professional Land Surveyor
POB = Point of Beginning
POC = Point of Commencement
PSM = Professional Surveyor & Mapper
RLS = Registered Land Surveyor
R/W = Right-of-Way



SCALE 1"=30'



JOB NO. 2016087
DRAWN J.S.B.
FIELDWORK J.S.B.
FIELDWORK DATE 06/17/2016
CHECKED J.S.B.
FILE 2016087-20181010

SHEET **SP1-1**

HENDRA
& associates, inc.

5028 WEST LONGFELLOW AVE., TAMPA, FL 33629 | P:727-403-4973 F:813-936-4861
WWW.HENDRAASSOC.COM | CA No.26758 | LB No.7648

SPECIAL-PURPOSE SURVEY

SKETCH & DESCRIPTION

**SECTION 26, TOWNSHIP 29 SOUTH, RANGE 18 EAST
HILLSBOROUGH COUNTY, FLORIDA**

**SHEET 2 OF 2
NOT VALID WITHOUT ALL SHEETS
THIS IS NOT A BOUNDARY SURVEY**

SEE SHEET 1 FOR SKETCH

Description:

A PORTION OF LOTS 28 AND 29, H.J. WATROUS' 2nd ADD'N. TO WEST HYDE PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 57 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 29, H.J. WATROUS' 2nd ADD'N. TO WEST HYDE PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 57 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE N88°53'37"W, ALONG THE SOUTH LINE OF SAID LOT 29, 49.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, N88°53'37"W, 72.76 FEET; THENCE DEPARTING SAID SOUTH LINE, N53°06'41"E, 8.12 FEET; THENCE S88°53'37"E, 66.26 FEET; THENCE S00°00'17"W, 5.00 FEET, BACK TO THE POINT OF BEGINNING.

CONTAINING 348 SQUARE FEET MORE OR LESS.

Surveyor's Notes:

1. Linear measurements shown hereon are expressed in feet. Angular measurements shown hereon are expressed in degrees, minutes, and seconds.
2. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
3. This survey was prepared without the benefit of a title commitment, and is subject to any right-of-way, easements, or other matters that a title search might disclose.
4. Public records indicated hereon are of the county of which this parcel lies unless otherwise noted.
5. Shown anywhere on this survey, the word "certify" or "certification", is understood to be an expression of a professional opinion based upon this surveyor's best knowledge, information, and belief, and that it constitutes neither a guarantee or a warranty.
6. Zoning information shown or noted hereon is based on information available during the preparation of the survey. This information shall be verified with the governing authority prior to any determinations or design.

City of Tampa	
Right of Way & Mapping Section	
LEGAL DESCRIPTION APPROVED	
File #:	2827.01 Atlas: J-11
By:	James H. Cook Date: 07/29/2019

Not valid without the presence
of original raised seal.

Surveyor's Certification:

The survey shown hereon and the field observations on which it is based are accurate to the best of my knowledge and belief. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.


Jonathan S. Branson Date: 10/10/2018
Florida Registered Land Surveyor #6845

JOB NO. 2016087
DRAWN J.S.B.
FIELDWORK J.S.B.
FIELDWORK DATE 06/17/2016
CHECKED JSB
FILE 2016087-20181010
SHEET **SP1-2**



5028 WEST LONGFELLOW AVE., TAMPA, FL 33629 | P:727-403-4973 F:813-936-4861
WWW.HENDRAASSOC.COM | CA No.26758 | LB No.7648

JOINDER AND CONSENT TO EASEMENT

The easement area is encumbered by that certain mortgage executed by JDJ Properties, LLC, a Florida limited liability company, in favor of MSJ Family, LLC, a Delaware limited liability company, dated March 28, 2008 and recorded in Official Records Book 20292, page 1278. MSJ Family, LLC joins in and consents to this easement between JDJ Properties, LLC and the City of Tampa.

IN WITNESS WHEREOF, the Mortgagee has caused this JOINDER AND CONSENT TO EASEMENT to be duly executed this 19th day of August 2019.

Executed in the presence of:

MSJ Family, LLC, a Delaware limited liability company

Witnesses:

[Signature]
(Signature)
Jason Marmino
(Print Name)

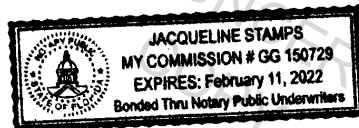
[Signature]
(Signature)
Andrew Rendueles
(Print Name)

By: [Signature]
Name: James L. Lanza
Its: Manager

ACKNOWLEDGEMENT

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 19th day of August 2019 by James L. Lanza the Manager of MSJ Family, LLC, a Delaware limited liability company, who is personally known to me or who produced _____ as identification.



[Signature]
Signature of Acknowledger

Name: JACQUELINE STAMPS
(Print/Type Name)

Notary Public, State of FL

My Commission Expires: February 11, 2022

①
PREPARED BY AND RETURN TO:
THOMAS C. LITTLE, P.A.
2123 N.E. Coachman Road, #A
Clearwater, Florida 33765

Parcel Nos.:
117337.000

Consideration \$23,000,000
16,100.00

WARRANTY DEED

THIS WARRANTY DEED, made and executed on this 20 day of May, 2014, by ,
FREE COURSE, INC., a Florida corporation (hereinafter called the "Grantor"), whose
address is 3924 Spruce Street, Tampa, FL 33607, to **LANZA SOHO PROPERTIES, LLC, a**
Florida limited liability company, hereinafter called the "Grantee"), whose mailing
address is 1015 South Howard Ave., Tampa, FL 33606.

(Whenever used herein, the terms "Grantor" and "Grantee" shall be construed
to include the masculine, feminine, singular or plural as the context indicates, and
the heirs, legal representatives and assigns of individuals, and the successors and
assigns of corporations.)

WITNESSETH:

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

Lots 3, 4 and 5, ROOSEVELT PARK, according to map or plat thereof as
recorded in Plat Book 4, Page 99, of the Public Records of Hillsborough
County, Florida.

SUBJECT to taxes for 2014 and subsequent years.

and said Grantor does hereby fully warrant the title to said land, and will defend
the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

Thomas C. Little
Thomas C. Little
Kathryn Sole
Kathryn Sole

FREE COURSE, INC.

By: Joe Redner
Its President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

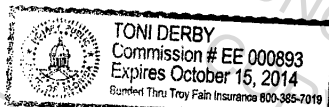
The foregoing instrument was acknowledged before me this 30 day of May, 2014, by JOSEPH REDNER, as President of FREE COURSE, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC

Sign Toni Derby
Print Toni Derby

STATE OF FLORIDA AT LARGE

My Commission Expires:



RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS RIGHT-OF-WAY ENCROACHMENT AGREEMENT (this "Agreement") is made and entered into this 18th day of March, 2020, by and between the City of Tampa, a municipal corporation organized and existing under the Laws of the State of Florida whose address is 306 E. Jackson Street, Tampa, Florida 33602 ("City"), and Lanza Soho Properties, LLC, a Florida Limited Liability Company with an address of 3140 W. Kennedy Boulevard, Suite 118, Tampa Florida 33609 ("Owner").

WITNESSETH:

WHEREAS, Owner owns fee simple title to real property at 915 S. Howard Avenue, Tampa, Florida, 33606 (the "Property"); and

WHEREAS, Owner has filed a Request for Authorization of Encroachment with the City of Tampa Planning and Development Department to permit proposed encroachment(s) in the form of a dumpster enclosure within City right-of-way in the vicinity of the Property, as legally described and depicted in **Exhibit "A"** hereto (the "Encroachment(s)"); and

WHEREAS, "Owner", includes Owner's transferees, successors and assigns; and

WHEREAS, the City has agreed to consent to the Encroachment(s) upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Request for Authorization of Encroachment has been approved by City Council Resolution No. 2020-110.

NOW THEREFORE, in consideration of the foregoing recitals, which are true and correct and are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties for themselves, transferees, successors and assigns, agree as follows:

1. Subject to the terms and provisions of this Agreement, the City hereby consents to the Encroachment(s) as described in **Exhibit "A"** hereto, provided that said Encroachment(s) is erected, installed, maintained and/or repaired in accordance with all applicable laws, codes, regulations, and/or permit requirements, if applicable, and without

constitute or become a danger to the health, safety or welfare of the public. Upon removal, the City shall have no obligation to relocate or reconstruct the Encroachment(s). Absent emergency, exigent circumstances posing imminent danger to the health, safety and welfare of the public, the City's Director of Transportation & Stormwater Services shall provide thirty (30) days written notice of removal.

3. Owner, its transferees, successors and assigns, shall maintain a commercial general liability insurance policy covering bodily injury, death and property damage with a limit of not less than \$1,000,000.00 for each occurrence and a \$2,000,000 annual aggregate in connection with the Encroachment(s). Such insurance policy shall be issued by a company authorized to conduct business and to provide insurance in the State of Florida and which is acceptable to the City. The insurance policy shall include provisions (1) naming the City as an additional insured; (2) providing for severability of interest; and (3) requiring thirty (30) days prior written notice from the insurance company to the City of Tampa of any proposed termination, cancellation or material change in the insurance coverage or limits. The insurance coverage required herein shall be primary to any insurance coverage, including self-insurance, carried by the City. The insurance coverage and limits required herein shall be evidenced by a properly executed Acord 25 certificate of liability form delivered to the City's Director of Transportation & Stormwater Services or a designee before the encroachment(s) is erected or installed. The Owner shall maintain said insurance and provide the City with evidence thereof for so long as the Encroachment(s) continue to exist.

4. Owner for itself, its transferees, successors and assigns shall install, maintain, repair, reconstruct, operate or use the Encroachment(s) in accordance with the ordinances of the City of Tampa and all state and federal laws. In the event of an incident resulting in total loss of the Property, including, but not limited to, destruction of the property by hurricane, tornado, flood, earthquake, fire, riot, war, rebellion, earthquake, etc., then this Agreement shall be deemed terminated and the Owner shall re-apply for encroachment authorization under the then-existing City encroachment regulations.

5. Additional Covenants Running With the Land: That the Owner, by accepting the privileges granted herein does covenant and agree that the following covenants and agreements shall be and hereby constituted as covenants and agreements running with the title to the Property:

- a. The Encroachment(s) cannot be expanded beyond that which is shown in **Exhibit "A"**. Owner shall not add to or build any new structure or improvement within the vicinity of the Encroachment(s) or otherwise hamper, impair, damage or lessen the City's use of and access to the right-of-way or

cost and expense. Alternatively, the City may repair any damage caused to the sanitary sewer by the Owner and the Owner shall be responsible for promptly reimbursing the City for all the costs and expenses incurred in connection therewith. If the Owner fails to promptly pay any costs or expenses incurred by the City, the City shall have the right to file a Notice of Lien in the Public Records of Hillsborough County encumbering the Property to secure the amount spent by the City if said amount remains unpaid at the expiration of thirty (30) days from the delivery of a written invoice or bill by the City to the Owner in the manner provided for notices under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Owner hereby acknowledges and agrees that the City has the right to construct, repair, maintain, operate, and/or replace the sanitary sewer within the area of the Encroachment(s) area at all times. The City may require Owner to remove any portion or all of the Encroachment(s) if the City determines that it/they physically damage, lessen or in any way impair the operation of the sanitary sewer, but in the event of an emergency, the City shall have the right to remove any or all of the Encroachment(s) located within the vicinity of the sanitary sewer facilities without prior notice to the Owner and the City shall have no liability or obligation to thereafter pay for, restore or repair any of the Encroachment(s). Owner shall defend, hold harmless, and indemnify the City from and against all liability, losses, claims, damages, costs, attorneys' fees (at trial or appeal), and expenses of whatever kind or nature which the City may sustain, suffer or be required to pay by reason of the Owner operating, maintaining, and/or repairing the Encroachment(s) within boundaries of the right-of-way in proximity to the Encroachment(s); and,

c. There are existing permitted TECO, TECO/Peoples Gas, Frontier, and Spectrum facilities/utilities in the right-of-way in vicinity of the Property and the Encroachment(s). Owner agrees to use its best practices as to not disturb those facilities/utilities. If Owner causes any damage to any of those facilities/utilities in the course of the continued use, operation, maintenance and/or repair of the Encroachment(s) or portion thereof, then the Owner shall promptly report any disturbance or damage to the affected agency and shall bear all costs for the repair or replacement of the affected utility/facility. If the Owner fails to promptly pay any costs or expenses incurred the affected agency shall have the right to file a Notice of Lien in the Public Records of Hillsborough County encumbering the Property to secure the amount spent by the affected agency if said amount remains unpaid at the expiration of thirty (30) days from the delivery of a written invoice or bill by the affected agency to the Owner. Notwithstanding anything in this Agreement to the

of the affected facilities/utilities, but in the event of an emergency, the City shall have the right to have removed any or all of the Encroachment without prior notice to the Owner. The City nor the affected utility agency shall have no liability or obligation to thereafter pay for, restore or repair the Encroachment(s) or portion thereof. Owner shall defend, hold harmless, and indemnify TECO, TECO/Peoples Gas, Frontier, and Spectrum from and against all liability, losses, claims, damages, costs, attorneys' fees (at trial or appeal), and expenses of whatever kind or nature which the agency may sustain, suffer or be required to pay by reason of the Owner operating, maintaining, and/or repairing the Encroachment(s) or portion thereof within boundaries of the right-of-way in proximity to the Encroachment(s).

6. Owner for itself, its transferees, successors and assigns, assumes all risks incident to the installation, erection and maintenance of the Encroachment(s) and shall defend, indemnify and hold the City harmless from and against any and all claims, demands, actions, suits, judgments and decrees, costs, fees (including appellate attorney fees) of any kind and character whatsoever arising out of, or resulting from, the construction, maintenance, repair, reconstruction, operation, use or existence of such Encroachment(s). Nothing in this indemnity provision shall be deemed a waiver of the limitations of liability in favor of the City of Tampa set forth in Section 768.28, Florida Statutes, or estop or otherwise prevent the City from asserting any defense, privilege or immunity it may enjoy under the doctrine of sovereign immunity.

7. The Encroachment(s) authorized by this Agreement are expressly conditioned upon compliance with and fulfillment of all terms and conditions contained herein which terms and conditions shall be deemed covenants running with the land. Failure to comply with the conditions set forth in this Agreement shall render the Agreement terminated and the Encroachment(s) unauthorized, at which time the Owner must re-apply for encroachment authorization under the then-existing encroachment provisions of the City of Tampa.

[END OF PAGE]

WITNESSES:

Andrew Pendergast
(Print/Type Name)
Lyssa Simonds
(Print/Type Name)

OWNER - LANZA SOHO PROPERTIES LLC

By: _____
Signature _____
Print Name: Lyssa Simonds
Its: per

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of MARCH, 2020, by JAMES LANZA, who is personally known to me or who provided L 580-452 as identification.

[AFFIX NOTARY SEAL/STAMP]

John M. Kabbes
Signature of Notary
Name: John M. Kabbes
(Print or Type Name)

Notary Public: State of Florida
My Commission Expires: 12/10/22



Jane Castor
Jane Castor, Mayor

ATTEST:

By: Shirley (Tye-Houder)
City Clerk/Deputy City Clerk

APPROVED AS TO FORM:

[Signature]
Ron Wiggington, Assistant City Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me by means of 1 physical presence or ☐ online notarization, this 18th day of March, 2020, by Jane Castor as Mayor of the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida, on behalf of the City. She is personally known to me.

[AFFIX NOTARY SEAL/STAMP]



[Signature]
Signature of Notary

Name: Conchita L. Tilton
(Print or Type Name)

Notary Public: State of Florida
My Commission Expires: 9/6/21

Page 99, of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Lot 3; thence N.88°57'58"W., 94.10 feet along the Southerly boundary of said Lot 3 to the Southwest corner thereof and the Easterly boundary line of said 8' platted alley; thence N.00°27'58"E., 68.65 feet along said Easterly boundary line to the POINT OF BEGINNING; thence N.89°32'02"W., 8.00 feet to the Westerly boundary line of said 8' platted alley and the Easterly boundary line of VILLAGE GATE OF HYDE PARK CONDO as recorded in Plat Book 15, Page 54, of the Public Records of Hillsborough County, Florida; thence N.00°27'58"E., 33.00 feet along said Westerly boundary line and said Easterly boundary line; thence S.89°32'02"E., 8.00 feet to the Easterly boundary line of said 8' platted alley; thence S.00°27'58"W., 33.00 feet along said Easterly boundary line to the POINT OF BEGINNING.

Containing 264.00 Square Feet, more or less.



NOTES:

1. LANDMARK ENGINEERING & SURVEYING CORPORATION'S Certificate of Authorization Number to provide surveying is LB3913.
2. This drawing not valid without the signature and original seal of a Florida Registered Surveyor & Mapper.
3. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished to this surveyor except as shown hereon.

SHEET 1 OF 2

REVISIONS

DESCRIPTION Date Dwn CK'd Order No.

The sketch represented hereon conforms to the requirements of Chapter 51-17, Florida Administrative Code in effect on the Survey Date shown.

SURVEYORS CERTIFICATE

Drawn: MAC	Client No: 50277
Original No.: 2180024	Current No.: 2180024
Checked: fca	Drawing Date: 11-21-19

SCOTT R. FOWLER
DATE OF SIGNATURE 12/18/19
FLORIDA REGISTERED LAND SURVEYOR NO. 5185

LEGEND:
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
SEC. = SECTION TWP. = TOWNSHIP
RGE. = RANGE
PB = PLAT BOOK PGS. = PAGES
(P) = PLAT RW = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS

LANDMARK
Engineering & Surveying Corporation

8515 Palm River Road Tampa, Florida 33619
(813) 621-7841 (813) 664-1832 (fax)
www.lbsc.com L.B. # 3913

Sec.: 26 Twp.: 29 S. Rge.: 19 E.

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

*Stephen J. Szabo, III, Esquire
Foley & Lardner
Post Office Box 3391
Tampa, Florida 33601*

INSTR # 2005339105

O BK 15314 PG 0945

Pgs 0945 - 947: (3pgs)

RECORDED 08/01/2005 04:15:29 PM
CLERK OF COURT
HILLSBOROUGH COUNTY
DOC TAX PD(F.S.201.02) 8,050.00
DEPUTY CLERK V Beery

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 21st day of July, 2005, KIMBERLY SWAIN-HOFFMAN, individually and as Trustee of the KIMBERLY SWAIN-HOFFMAN TRUST, dated September 20, 2002, having an address at 5014 The Riviera, Tampa, FL 33609 (hereinafter called the "Grantor"), and JLZ, LLC, a Florida limited liability company, having an address of 50 Adalia Avenue, Tampa, FL 33606(hereinafter called the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all that certain parcel of land lying and being in the County of Hillsborough, State of Florida, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Property").

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

SUBJECT TO real estate taxes for 2005 and all subsequent years and easements, restrictions and reservations of record.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

And the Grantor does specially warrant the title to said land subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

THE PROPERTY IS NOT THE HOMESTEAD PROPERTY OF GRANTOR OR HER SPOUSE.

005.371973.2

Book15314/Page945

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

WITNESSES:

KIMBERLY SWAIN-HOFFMAN, individually
and as Trustee of the KIMBERLY SWAIN-
HOFFMAN TRUST, dated September 20, 2002

Print Name: Bleir Anderson

By:

Name:

Kimberly Swain Hoffman
Kimberly Swain-Hoffman

Print Name: Kim Halvorsen

STATE OF MICHIGAN
COUNTY OF GRAND TRAVERSE

The foregoing instrument was acknowledged before me this 21 day of July, 2005, by KIMBERLY SWAIN-HOFFMAN, individually and as Trustee of the KIMBERLY SWAIN-HOFFMAN TRUST, dated September 20, 2002, who is personally known to me or has produced DRIVERS LICENSE as identification.

NOTARY PUBLIC

Name:

Serial No.

My Commission expires

M DORE DENNIS
NOTARY PUBLIC STATE OF MICHIGAN
GRAND TRAVERSE COUNTY
MY COMMISSION EXP. DEC. 7 2006

EXHIBIT A

Property Description

Lots 1, 2, and 3, of Howard Terrace, according to the Plat thereof, as recorded in Plat Book 11, at
Page 11, of the Public Records of Hillsborough County, Florida

This instrument was prepared by

Norman H. Lipoff of
Carlton, Fields, Ward, Emmanuel, Smith & Cutler
20th Floor, Exchange National Bank Bldg.
Tampa, Florida 33601

REC-1927 PG 876

THIS WARRANTY DEED, Made the 31st day of July, 1968,
by Bernard H. Laxer, also known as Bernard Laxer, and Gertrude R. Laxer,
also known as Gertrude Laxer, his wife, hereinafter called the grantor, to
Dorn's Steak House, Inc., a Florida corporation, whose post office address
is 1208 South Howard Avenue, Tampa, Florida, hereinafter called the grantee.
(Wherever used herein the terms "grantor" and "grantee"
include all the parties to this instrument and the heirs,
legal representatives and assigns of individuals, and the
successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum
of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof
is hereby acknowledged, hereby grants, bargains, sells, alien, remises,
releases, conveys and confirms unto the grantee, all that certain land situate
in Hillsborough County, Florida, viz:

Parcel I. Lots Three (3), Four (4), Five (5) and Seven (7)
of NORTH SHORE SUBDIVISION, according to
map or plat thereof as recorded in Plat Book 9,
page 57 of the public records of Hillsborough
County, Florida,

AND

Parcel II. Lot Fourteen (14) of HAMNER'S SUBDIVISION,
according to map or plat thereof as recorded in
Plat Book 9, page 33 of the public records of
Hillsborough County, Florida.

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, 1967, and easements,
restrictions and zoning ordinances of record, if any, and except for those
certain mortgages on the lots in Parcel I, recorded in the public records of
Hillsborough County, Florida, as follows:

Lot 3: Mortgage in the amount of \$4,710.10, dated
September 11, 1965, as recorded in Official
Records Book 1505 at page 233.

and 5: Mortgage in the amount of \$24,500.00, dated
May 12, 1964, as recorded in Official Records
Book 1292 at page 976.

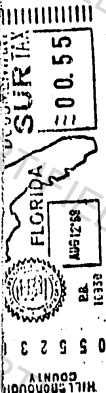
Lot 7: Mortgage in the amount of \$7,150.00, dated
November 1, 1967, as recorded in Official
Records Book 1525 at page 470.

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

Signed, sealed and delivered in
our presence:

Norman H. Lipoff *Shelly Adams*
Gertrude Laxer *Shelly Adams*

RECORDER'S MEMO: Legibility
of writing, Typing or Printing
unsatisfactory in this document
when received.

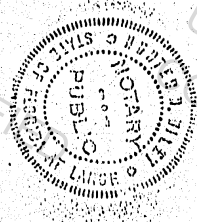


REC. 1927 PG 877

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Bernard H. Laxer, also known as Bernard Laxer, and Gertrude R. Laxer, also known as Gertrude Laxer, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of July, 1968.



W. L. Laxer
Notary Public, State of Florida at large

My Commission Expires
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 27, 1970
BONDED THROUGH FRED W. DIESTELHORST

RECEIVED

815751

Aug 12 3 4 PM '68
CLERK CIRCUIT COURT
HILLSBOROUGH COUNTY, FLA.

RECORDER'S MEMO: Legibility
of writing, Typing or Printing
unsatisfactory in this document
when received.

OFF 2035 PG 171
REC.

THIS INDENTURE, Made this 15th day of May 1969

by and between JOSEPH S. MURPHY and
EULA R. MURPHY, his wife,

of the County of Hillsborough, in the State of Florida
parties of the first part, and BERN'S STEAK HOUSE, INC.,
a Florida Corporation,

whose post office address is: 1208 South Howard Avenue, Tampa
of the County of Hillsborough, in the State of Florida 33607
party of the second part,

CLERK CIRCUIT COURT
HILLSBOROUGH COUNTY, FLA.

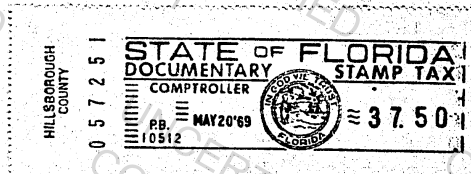
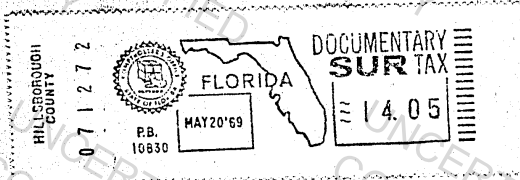
MAY 20 2 00 PM '69

RECEIVED

A 23081

WITNESSETH: That the said parties of the first part, for and in consideration of the
sum of ---TEN AND NO/100--- Dollars,
and other valuable considerations, lawful money of the United States of America, to them
in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged,
have granted, bargained, sold and conveyed to the said party of the second part, its
successors ~~and~~ and assigns forever, all of the following described land in Hillsborough
County, Florida, to-wit:

Lot One (1) of NORTSHORE SUBDIVISION,
according to the map thereof recorded in
Plat Book 9 on page 57 of the Public Records
of Hillsborough County, Florida.



TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the
said party of the second part, its successors ~~and~~ and assigns, in fee simple forever.

And the said parties of the first part do hereby covenant with the said party of
the second part that said described property is free from all liens and encumbrances except
taxes and assessments subsequent to the year 1969, liens of Southwest
Tampa Storm Sewer Drainage District, and restrictions of record, if
any.

And the said parties of the first part do hereby fully warrant the title to said land,
and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have executed this deed
under seal on the date aforesaid.

Signed, sealed and delivered
in the presence of:

Paul G. Smith

A. Thomas Smith

Joseph S. Murphy
Joseph S. Murphy (SEAL)
Eula R. Murphy
Eula R. Murphy (SEAL)

(SEAL)

(SEAL)

This instrument was prepared by
GAME & GAME, Attorneys at Law
305 Morgan Street, Tampa, Fla. 33602

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH }

REF: 2035 PG 172

I HEREBY CERTIFY, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Joseph S. Murphy and Eula R. Murphy, his wife,

to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same as 'their' free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 15th
day of May A. D. 1969.

Notary Public, State of Florida at Large

My Commission Expires:.....

Notary Public, State of Florida at Large
My commission expires Sept. 25, 1971
Bonded by The Hanover Insurance Co.

Notary Public, State of Florida at Large
My commission expires Sept. 25, 1971
Bonded by The Hanover Insurance Co.

Rtn to: Game & Game

Warranty Deed

Joseph S. Murphy et ux

Bern's Steak House, Inc.

LAW OFFICES
GAME & GAME
384 STOWALL PROFESSIONAL BUILDING
TAMPA, FLORIDA

3-11
4500 St:
1650 Sun-Tax

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

Name G. Thomas Smith
Address P. O. Box 3239
Tampa, Florida

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 20th day of May, 1969, Between Deborah F. Wernick, an unmarried woman, Samuel Feinberg, single, and Consuelo Haber, a widow, and as the ... Executrix of the Estate of Leon Haber, Deceased, of the County of Hillsborough, State of Florida, grantors and

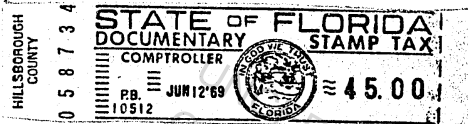
Bern's Steak House, Inc., a Florida corporation whose post office address is 1208 South Howard Avenue, Tampa,

of the County of Hillsborough, State of Florida, grantee,

Witnesseth, That said grantor, for and in consideration of the sum of -----

-----TEN----- Dollars, 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:

Lot 8 of NORTH SHORE SUBDIVISION, according to map or plat thereof recorded in Plat Book 9, Page 57, of the Public Records of Hillsborough County, Florida.



SUBJECT TO: Taxes for 1969 and subsequent years, easements and restrictive covenants of record and zoning regulations.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

Melvin B. Lander
Charles Glassman
Witnesses as to Deborah F. Wernick
Ma Erlene T. Harris
Louis Schouman
Witnesses as to Samuel Feinberg and Consuelo Haber

Deborah F. Wernick (Seal)
Samuel Feinberg (Seal)
Consuelo Haber (Seal)
Individually and as Executrix
of the Estate of Leon Haber, (Seal)
also known as Leon A. Haber, dec'd.

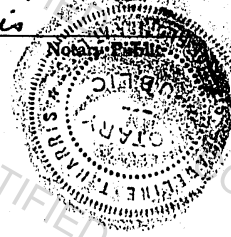
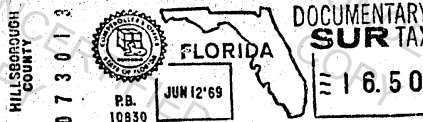
STATE OF Florida
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Deborah F. Wernick, an unmarried woman, Samuel Feinberg, single, and Consuelo Haber, Executrix of the Estate of Leon Haber, Deceased, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of June, 1969.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 22, 1971
Bonded By American Fire & Casualty Co.



OVER -

STATE OF FLORIDA

COUNTY OF Dade

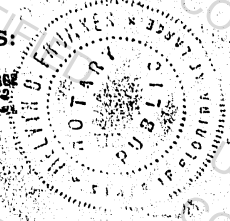
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared DEBORAH F. WERNICK, an unmarried woman, to be the person to me known/described and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 20th day of May, 1969.

Indira B. Trunk
NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 9, 1972
BONDED THROUGH ERIC W. DISTELHORST



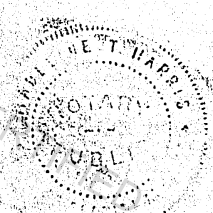
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared CONSUELO HABER, a widow, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 10th day of June, 1969.

Thelma T. Harris
Notary Public

Notary Public, State of Florida at Large
My Commission Expires July 22, 1971
Bonded By American Fire & Casualty Co.



HILLSBOROUGH COUNTY, FLA.
CLERK CIRCUIT COURT

JUN 12 5 04 PM '69

RECEIVED

A 27579

OFF: 2043 PC 626

Rec'd
Dec 15.00
Jan 5.50

This indenture was prepared by:

Garth A. Webster, Esq.
Wakefield and Underwood
Suite 211
150 Southeast Second Street
Miami, Florida 33131

ADMINISTRATRIX'S DEED

THIS INDENTURE, made this 1 day of December,

1969, between JOSEPHINE FLEURY WEBSTER Administratrix Cum Testamento
Annexo of the Estate of ALICE ANASTASIA FLEURY, a/k/a ALICE M.
FLEURY, Deceased, of Dade County, Florida, party of the first part
and BERN'S STEAKHOUSE, INC., a Florida corporation, of Tampa, Hills-
borough County, Florida, party of the second part;

WITNESSETH, that the said party of the first part, for
and in consideration of the sum of Ten Dollars (\$10.00) and other
good and valuable consideration, to her in hand paid by the party
of the second part, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to said party of the second part
heirs, legal representatives, successors and assigns forever, the
following described real property, situate, lying and being in
Hillsborough County, Florida, to-wit:

Lot Two (2) of NORTH SHORE
SUBDIVISION, according to the
Plat thereof, recorded in Plat
Book 9, Page 57, of the Public
Records of Hillsborough County,
Florida;

SUBJECT TO the conditions, res-
trictions, limitations and ease-
ments of record, if any, without
reimposing same, and

SUBJECT FURTHER TO real property
taxes for the year 1969 and sub-
sequent years.

TOGETHER WITH the tenements, hereditaments and appurtenances what-
soever to belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular, the above mentioned
and described premises together with the appurtenances, unto the
party of the second part.

IN WITNESS WHEREOF, the party of the first part as

HILLSBOROUGH
COUNTY

087436



DOCUMENTARY
SUR TAX
\$05.50

HILLSBOROUGH
COUNTY

075583

STATE OF FLORIDA
DOCUMENTARY
STAMP TAX
COMPTROLLER
PB FEB 25 '70
10512



\$15.00

OFF 2138 PG 272
REC.

Administratrix Cum Testamento Annexo aforesaid, has hereunto set
her hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

Josephine Fleury Webster (SEAL)
JOSEPHINE FLEURY WEBSTER, Administratrix
Cum Testamento Annexo of the Estate of
ALICE ANASTASIA FLEURY, a/k/a ALICE M.
FLEURY, Deceased.

STATE OF FLORIDA :
: SS
COUNTY OF DADE :

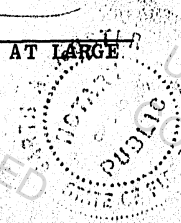
I HEREBY CERTIFY that on this day personally appeared
before me, an officer, duly authorized by law to administer oaths
and take acknowledgements, JOSEPHINE FLEURY WEBSTER, as Administratrix
Cum Testamento Annexo of the Estate of ALICE ANASTASIA FLEURY, a/k/a
ALICE M. FLEURY, Deceased, to me well known to be the person described
in and who executed the foregoing Deed, and she acknowledged before
me that she executed the same freely and voluntarily for the uses
and purposes therein expressed.

WITNESS my hand and official seal at Miami, Dade County,
Florida, this 1 day of December, A.D., 1969.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 10, 1971
BONDED THROUGH FRED W. DIESTELHORST



B 35181

RECEIVED

OCT 13 1971

CLERK CIRCUIT COURT
HILLSBOROUGH COUNTY, FLA.

REC: 2373 PG 33

THIS INDENTURE, Made this 1st day of October 1971

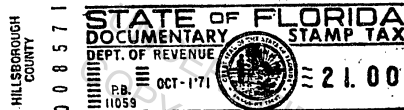
by and between DOROTHY W. RICH, individually and as
Trustee

of the County of Hillsborough, in the State of Florida
party of the first part, and BERN'S STEAK HOUSE, INC.,
a Florida corporation

whose post office address is: 1208 South Howard, Tampa, Fla.
of the County of Hillsborough, in the State of Florida
party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of
the sum of TEN and no/100-----Dollars,
and other valuable considerations, lawful money of the United States of America, to her
in hand paid by the said party of the second part, the receipt whereof is hereby ac-
knowledgeed, has granted, bargained, sold and conveyed to the said party of the
second part, its successors ~~here~~ and assigns forever, all of the following described
land in Hillsborough County, Florida, to-wit:

Lot 14 of NORTH SHORE SUBDIVISION, according to the
map or plat thereof, as the same is recorded in Plat
Book 9, Page 57, of the Public Records of Hillsborough
County, Florida.



TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto
the said party of the second part, its successors and assigns, in fee simple forever.

And the said party of the first part does hereby covenant with the said party
of the second part that said described property is free from all liens and encumbrances

except taxes and assessments subsequent to 1970; restrictions,
conditions, covenants and easements of record, and does further
covenant with the said Party of the second part that said described
property is not homestead property.

And the said party of the first part does hereby fully warrant the title to said
land, and will defend the same against the lawful claims of all persons whomsoever.

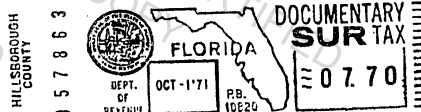
IN WITNESS WHEREOF, the said party of the first part has executed this deed
under seal on the date aforesaid.

Signed, sealed and delivered
in the presence of:

Dorothy W. Rich (SEAL)
DOROTHY W. RICH, individually
and as Trustee (SEAL)

This Instrument prepared by:

JOE H. MOUNT
CARLTON, FIELDS, WARD, EMMANUEL,
SMITH & CUTLER, P. A.
P. O. Box 3239
Tampa, Florida 33602



STATE OF FLORIDA
COUNTY OF HILLSBOROUGH }

REC. 2373 PG 34

I HEREBY CERTIFY, That on this day, before me, an officer duly authorized in the State of Florida and in the County aforesaid to take acknowledgments, personally appeared

DOROTHY W. RICH, individually and as Trustee

to me known to be the person described in and who executed the foregoing instrument, and who acknowledged before me that she executed the same as her free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of October, A. D. 19 71



for H. Mount
Notary Public, State of Florida at Large
My Commission Expires Oct. 27, 1972
Bonded by The Hanover Insurance Co.

Warranty Deed

BERNIS STEAK HOUSE, INC.

State De Stamps \$21.00
San Jac \$2.00
Recording \$34.00

Wm. & V. Mount
P.O. Box 3239 Tampa

REC. 5313 PG 33

OCT 13 1971

RECEIVED

B 321 a 1

OFF. REC. 2377 PG 161

This Indenture, Made this 1st day of October, A. D. 19 71 .

Between EDWARD VALDES and NETA VALDES, his wife

of the County of Hillsborough and State of Florida
parties of the first part, and

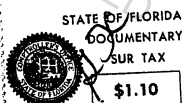
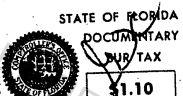
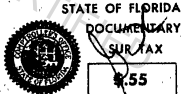
BERN'S STEAK HOUSE, INC.

whose mailing address is 1208 S. Howard, Tampa
of the County of Hillsborough and State of Florida

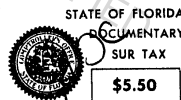
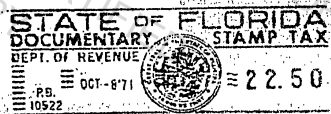
party of the second part, **Witnesseth**, that the said parties of the first part, for and

in consideration of the sum of TEN AND NO/100 ----- Dollars, and other good
and valuable considerations to them in hand paid, the receipt whereof is hereby acknowl-
edged, have granted, bargained, sold and conveyed and by these presents do grant, bar-
gain, sell, convey and confirm unto the said party of the second part and its successors
and assigns forever, all that certain parcel of land lying and being in the County of Hillsborough,
and State of Florida, more particularly described as follows:

Lot 13 of NORTH SHORE SUBDIVISION, according to
map or plat thereof recorded in Plat Book 9 on
page 57, of the public records of Hillsborough
County, Florida.



HILLSBOROUGH
COUNTY
25777



To Have and to Hold the above described premises, with the appurtenances unto the said
party of the second part, its successors ~~and~~ assigns, in fee simple forever.

And the said parties of the first part do hereby covenant with the said party of the
second part that said property is free from all liens and encumbrances EXCEPT taxes and
assessments for the year 1971 and subsequent years and zoning regulations.

And the said parties of the first part do hereby fully warrant the title to said land and will
defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto set their
hands and seals the day and year above written.

Signed, sealed and delivered in our presence:

Quincy
Rod. Etienne

Edward Valdes (Seal)
Edward Valdes (Seal)
Neta Valdes (Seal)
Neta Valdes (Seal)



This Instrument was prepared by
Elvira G. Casa-Real
GUARANTY TITLE COMPANY
Tampa, Florida

ejk

State of Florida,
County of HILLSBOROUGH

OFF. REC. 2377 PG 162

I Hereby Certify, That this day in the next above named State and County, before me, an officer duly authorized and acting, personally appeared
EDWARD VALDES and NETA VALDES, his wife
to me known to be the individuals described in and who executed the foregoing deed, and
severally acknowledged then and there before me that they executed the same
as their free act and deed for the uses and purposes therein stated.

Witness my hand and official seal this

1st

day of

October

, A. D. 19 71.

[Signature]
Notary Public-State of Florida at Large
My commission expires 3rd day of

January

, A. D. 19 72.

506-508 TAMPA STREET, TAMPA, FLORIDA 33602
PHONE (813) 229-3501



Guaranty Title Company

To

Barclay Deed

RETURN TO: Bern's Steak House, Inc.
1208 S. Howard
Tampa, Florida 33606

B 3 5 9 8 6

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OCT 11 1971

CLERK OF COURT
HILLSBOROUGH COUNTY, FLA.

OFF. REC. 2382 PG 72

This Indenture, Made this 20th day of October, A. D. 19 71 .

Between MARY F. HORNING, widow and surviving spouse of H. G. HORNING, Deceased.

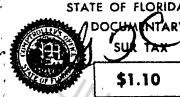
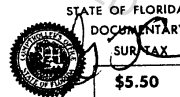
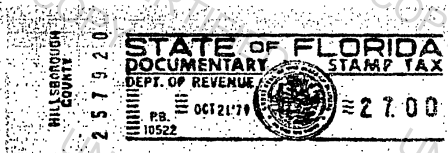
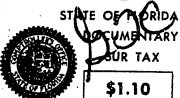
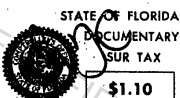
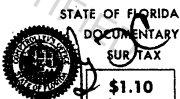
of the County of Hillsborough and State of Florida
part y of the first part, and BERN'S STEAK HOUSE, INC.

whose mailing address is c/o A. G. Divers Vice President, Exchange National Bank, Tampa
of the County of Hillsborough and State of Florida

party of the second part, Witnesseth, that the said party of the first part, for and

in consideration of the sum of TEN AND NO/100----- Dollars, and other good
and valuable considerations to her in hand paid, the receipt whereof is hereby acknowl-
edged, has granted, bargained, sold and conveyed and by these presents does grant, bar-
gain, sell, convey and confirm unto the said party of the second part and its successors
and assigns forever, all that certain parcel of land lying and being in the County of Hillsborough ,
and State of Florida , more particularly described as follows:

Lot 11 of NORTH SHORE SUBDIVISION, according to map
thereof recorded in Plat Book 9 on Page 57, of the
Public Records of Hillsborough County, Florida.



To Have and to Hold the above described premises, with the appurtenances unto the said
successors
party of the second part, its / heirs and assigns, in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the
second part that said property is free from all liens and encumbrances EXCEPT taxes and
assessments for the year 1971 and subsequent years and zoning regulations.

And the said party of the first part does hereby fully warrant the title to said land and will
defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set her
hand and seal the day and year above written.

Signed, sealed and delivered in our presence:

[Signature]
[Signature]

Mary F. Horning (Seal)
MARY F. HORNING (Seal)
(Seal)
(Seal)



This instrument was prepared by
Joe Mickler
of GUARANTY TITLE COMPANY
206-08 Tampa, St., Tampa, Florida

State of Florida,

County of HILLSBOROUGH

OFF. REC. 2382 PG 73

I **Hereby Certify**, That this day in the next above named State and County, before me, an officer duly authorized and acting, personally appeared

MARY F. HORNUNG, widow and surviving spouse of H. G. HORNUNG, Deceased.

to me known to be the individual described in and who executed the foregoing deed, and

she acknowledged then and there before me that she executed the same as her free act and deed for the uses and purposes therein stated.

Witness my hand and official seal this

20th

day of

October

, A. D. 19 71.

[Signature]
Notary Public, State of Florida at
Large

My commission expires 3rd day of

January

, A. D. 19 72.

Guaranty Title Company

506-508 TAMPA STREET, TAMPA, FLORIDA 33602
PHONE (813) 229-5501

Mortgage Deed

RETURN TO: Mr. A. G. Divers
Vice-President
The Exchange National Bank
Tampa, Florida

To

B 3 7 8 1 4

RECEIVED

11 22 AM 51 11

11 22 AM 51 11

REC: 2679 PG 274

B 2 0 9 4 4

FEE SIMPLE DEED

THIS INDENTURE, Made this 23 day of April 1973,
by and between GEORGE M. WILLIAMS, JR. and
MARY MARGARET WILLIAMS, his wife,

RECEIVED

MAY 21 3 51 PM '73

HILLSBOROUGH COUNTY, FLA.

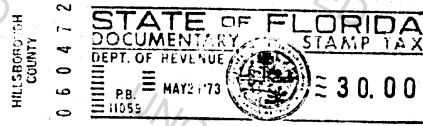
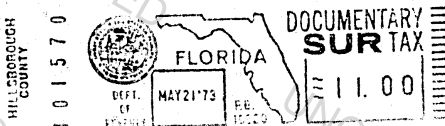
of the County of Clark, in the State of Ohio

parties of the first part, and BERN'S STEAK HOUSE, INC.,
a Florida corporation,

whose post office address is: 1208 South Howard Avenue, Tampa, Florida
of the County of Hillsborough, in the State of Florida
part y of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of
----- TEN and no/100----- Dollars,
and other valuable considerations, lawful money of the United States of America, to them
in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged,
ha ve granted, bargained, sold and conveyed to the said part y of the second part, its successors
here and assigns forever, all the right, title, interest and claim of the said parties of the first
part in and to the following described land in Hillsborough County, Florida, to-wit:

Lot Twelve (12) of NORTH SHORE SUBDIVISION, as recorded
in Plat Book 9, page 57, of the Public Records of Hillsborough
County, Florida.



TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the
said part y of the second part, its successors here and assigns, in fee simple forever.

IN WITNESS WHEREOF, the said parties of the first part ha ve executed this deed under
seal on the date aforesaid.

Signed, sealed and delivered
in the presence of:

Myrtle Cordia
Etta Rose Shultz

George M. Williams, Jr.

(SEAL)

Mary Margaret Williams

(SEAL)

STATE OF ~~FLORIDA~~ OHIO
COUNTY OF ~~HILLSBOROUGH~~ FRANKLIN

I HEREBY CERTIFY, That on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgments, personally appeared
George M. Williams, Jr. and Mary Margaret Williams, his wife,

to me known to be the person s described in and who executed the foregoing instrument, and
they acknowledged before me that they executed the same as their
free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this
day of 23 April, 19 73.

This instrument prepared by:

C. R. Talley

616 First National Bank Bldg.
Tampa, Florida 33602

Notary Public, State of Florida at Large

My commission expires: ET T A R O S E S H U L T Z
Notary Public, Franklin County, Ohio
My Commission Expires Jan. 21, 1976

GUARDIAN'S DEED

REC-3908-1495

THIS INDENTURE, made and entered into on this the 3rd day of February, 1982, by and between PAUL GAME, as Guardian of the Property of VIRGINIA P. POWELL, Incompetent, of Hillsborough County, Tampa, Florida, party of the first part and BERN'S STEAK HOUSE, INC., a Florida corporation, party of the second part, whose Post Office address is 1208 S. Howard Ave., Tampa, Florida.

WITNESSETH: That the said party of the first part, as Guardian aforesaid, for and in consideration of the sum of \$10.00 and other valuable consideration to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained and sold and conveyed and does by these presents grant, bargain, sell and convey unto the said party of the second part, its successors and assigns forever, all of the following described property situated in Hillsborough County Florida, to wit:

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

Lot 6 of NORTH SHORE SUBDIVISION
According to the map thereof, recorded in Plat Book 9, page 57, of the Public Records of Hillsborough County, Florida,

CODES TIME 02:22P
11240327 105 0006 03F882
RECORDED 005193 A
CK 142.00

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

TO HAVE AND TO HOLD the same, unto the said party of the second part, its successors and assigns forever.

This conveyance is made pursuant to order entered in the Circuit Court of Hillsborough County, Florida on January 7, 1982, authorizing the said Paul Game, as Guardian of the Property of Virginia P. Powell, Incompetent, to convey the aforesaid property to the party of the second part, and the said Paul Game, as such Guardian of the Property of Virginia P. Powell, does hereby acknowledge receipt of the cash payment and of purchase note and mortgage as set forth in the aforesaid order.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

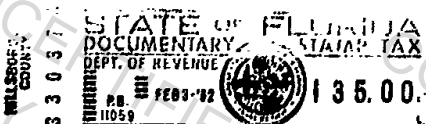
Signed, sealed and delivered
in the presence of:

Lois J. Peshack

Alan E. Ellis

Paul Game
Paul Game, as Guardian of the
Property of Virginia P. Powell,
Incompetent.

This instrument prepared by:
Paul Game, Esq.
P.O. Box 2417
Tampa, Florida 33601



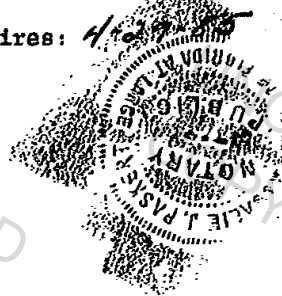
U.S. REC. 3908 PG 1496

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, the undersigned authority hereby certify that on this
2nd day of February, 1982, before me personally appeared
Paul Game, to me known to be the person described in and who
executed the foregoing instrument and to me acknowledged that he
did execute said instrument freely and voluntarily in his capacity
as Guardian of Virginia P. Powell, Incompetent, for the uses
and purposes therein expressed.

Rosalie J. Parker
Notary Public State of Florida
at Large

My Commission Expires: 4/12/85



JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

INT. SEC.
COUNTY
FEE \$135.00
FEE \$7.00
ADD. FEE
TOTAL \$142.00
RECEIVED
L.C.

EXHIBIT “B”

Composite Exhibit — Recorded plats dedicating South Howard Avenue and creating the abutting subdivisions: Swann and Howard Avenues Subdivision (PB 9/59); Howard Terrace (PB 11/11); Roosevelt Park (PB 4/99); H.J. Watrous Addition to West Hyde Park (DB 9/45); H.J. Watrous 2nd Addition and North Shore Subdivision (PB 9/57); Hamner’s Subdivision (PB 9/33); Bongart’s Re-Subdivision (PB 9/53); West Hyde Park (PB 1/133); Courier City (PB 2/13); Watrous Subdivision No. 2 (PB 2/52); Amelia Subdivision (PB 4/67); Uleta (PB 8/12); Parkland Estates (PB 10/72); and Elamis Subdivision (PB 111/134)

EXHIBIT “B”

Recorded Plats Dedicating South Howard Avenue and the Abutting Subdivisions

B-1 Swann and Howard Avenues Subdivision, Plat Book 9, Page 59 (1921)

B-2 Howard Terrace, Plat Book 11, Page 11 (1923)

B-3 Roosevelt Park, Plat Book 4, Page 99 (1907)

B-4 H.J. Watrous Addition to West Hyde Park, Deed Book 9, Page 45 (1921)

B-5 H.J. Watrous 2nd Addition to West Hyde Park and North Shore Subdivision, Plat Book 9, Page 57 (1921)

B-6 Hamner’s Subdivision, Plat Book 9, Page 33 (1920)

B-7 Bongart’s Re-Subdivision, Plat Book 9, Page 53 (1921)

B-8 West Hyde Park, Plat Book 1, Page 133 (1914)

B-9 Courier City, Plat Book 2, Page 13 (1902)

B-10 Watrous Subdivision No. 2, Plat Book 2, Page 52 (1904)

B-11 Amelia Subdivision, Plat Book 4, Page 67 (1907)

B-12 Uleta, Plat Book 8, Page 12 (1914)

B-13 Parkland Estates, Plat Book 10, Page 72 (1924)

B-14 Elamis Subdivision, Plat Book 111, Page 134 (2006) (replat of North Shore Subdivision lots)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT COPY THAT HAS BEEN PHOTOGRAPHICALLY REPRODUCED FROM THE ORIGINAL PLAT AND THE PHOTOGRAPHIC REPRODUCTION HAS BEEN RETOUCHEE AS NECESSARY TO CONFORM THE COPY TO THE ORIGINAL PLAT DRAWING ON WHICH THEREOF RECORDED BY THE CLERK OF CIRCUIT COURT OF HILLSBOROUGH COUNTY, FLORIDA. THE ORIGINAL PLAT HAS BEEN PRESERVED AND IS AVAILABLE FOR EXAMINATION UPON REQUEST.

RECORD VERIFIED

WITNESS MY HAND AND OFFICIAL SEAL THIS
29 DAY OF December 1926

RICHARD AKE CLERK
By *Audrey M. Kiser* DEPUTY CLERK



Authorized for record
this 4th day of Dec. 1923
by *B. E. Holton*

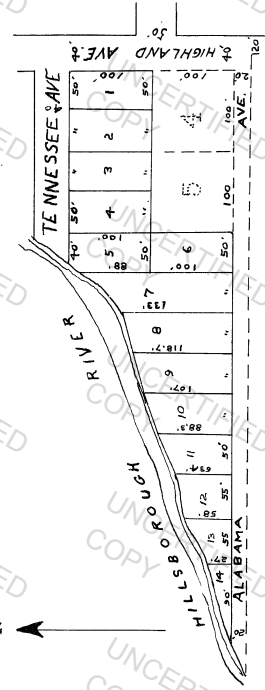
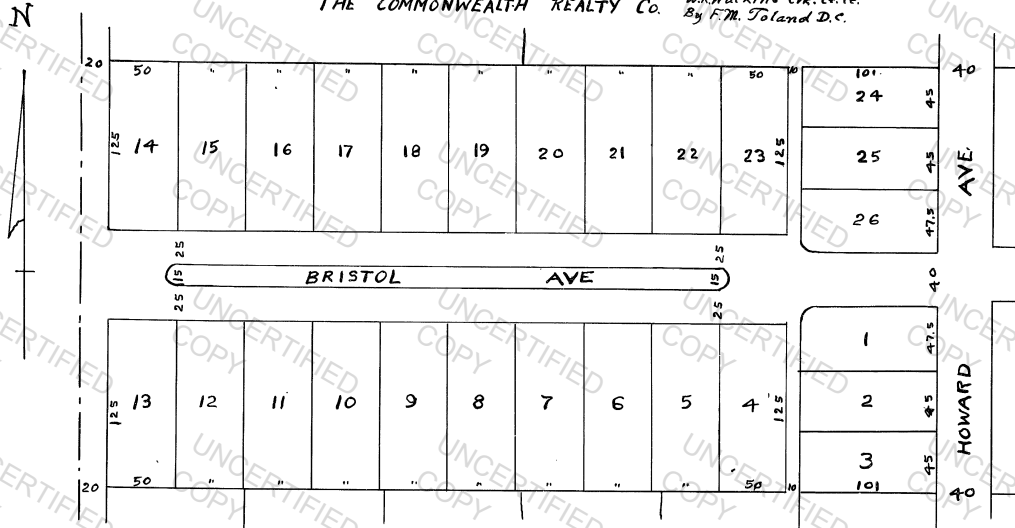
HOWARD TERRACE

A Subdivision of LOT No 6, of Watrous No 2.
as Recorded in PLAT BOOK No 2, page 52.
Oct. 1923 Scale: 1" = 60'

B.M. Sullivan, CE, #124

Filed for record
Dec. 4th 1923 @ 9:40am.
And the Record Verified
W.R. Watkins, Clk. C. C. R.
By F.M. Toland D.C.

THE COMMONWEALTH REALTY Co.



WITNESSES RESUBDIVISION OF BLOCK 6 EXCEPT LOTS 4 & 5 OF SAID BLOCK OF GOLDSTENS
HILLSBOROUGH HEIGHTS AS RECORDED IN PLAT BOOK 8 PAGE 67 PUBLIC RECORDS
OF HILLSBOROUGH COUNTY, FLORIDA.

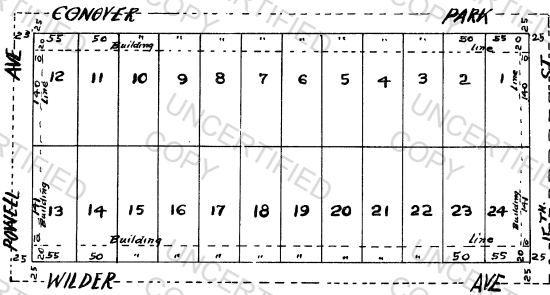
Surveyed March, 1924
Scale 1" = 100'

B.M. Sullivan, CE #124.
Filed for record
Mar. 31st 1924 @ 11:55am.
And the Record Verified
W.R. Watkins, Clk. C. C. R.
By Frances M. Toland D.C.

Map approved and ordered of record
Richard H. Olitte
Owner

COOPER HEIGHTS

SUBDIVISION OF THE S. 1/2 OF SE. 1/4 OF NE. 1/4 OF NW. 1/4
OF SEC. 6, T. 29 S., R. 19 E., HILLSBOROUGH CO., FLORIDA.
SURVEYED APRIL 4, 1922. R.F. BETTIS, SURVEYOR
License #104. Scale: 1" = 100'

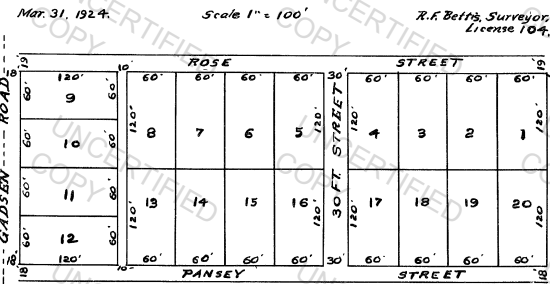


Filed for record Feb. 7th 1924 @ 2:40pm.
And the Record Verified
W.R. Watkins, Clk. C. C. R.
By F.M. Toland D.C.

Authorized for
Record by J. B. Peeler

PENINSULA PARK

Being a subdivision of the West 640 feet of Lot No 4,
of Sweetser Subdivision, as recorded in Plat book 9,
page 34, public Records of Hillsborough County, Florida.



Map approved and ordered of record.
Mary C. Sweetser, Budget
OWNER

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT COPY THAT HAS BEEN PHOTOGRAPHICALLY REPRODUCED FROM THE ORIGINAL PLAT AND THE PHOTOGRAPHIC REPRODUCTION HAS BEEN RETOUCHEE AS NECESSARY TO CONFORM THE COPY TO THE ORIGINAL PLAT DRAWING OR TRACING THEREOF RECORDED BY THE CLERK OF CIRCUIT COURT OF HILLSBOROUGH COUNTY, FLORIDA. THE ORIGINAL PLAT HAS BEEN PRESERVED AND IS AVAILABLE FOR EXAMINATION UPON REQUEST.

RECORD VERIFIED
WITNESS MY HAND AND OFFICIAL SEAL THIS
20 DAY OF February 19 86
RICHARD AKE, CLERK
By Richard M. Kelley DEPUTY CLERK



I hereby certify that the title to the land described below is vested in me in fee simple clear of all encumbrances whatever and I hereby authorize C. M. Knott Clerk of the Circuit Court of Hillsborough Co. Florida to enter this plat of record.

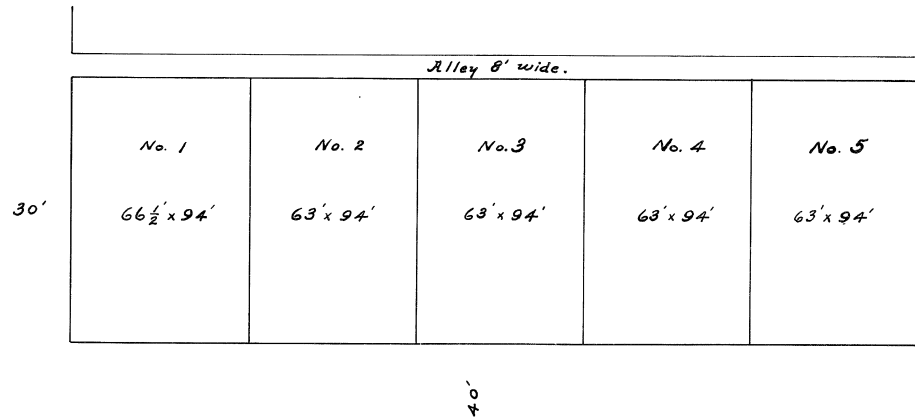
J. A. Dalton (Seal)

Witnesses -
C. M. Knott
J. Youdel

FILED JULY 5TH 1907
C. M. KNOTT
CLERK CIRCUIT COURT.



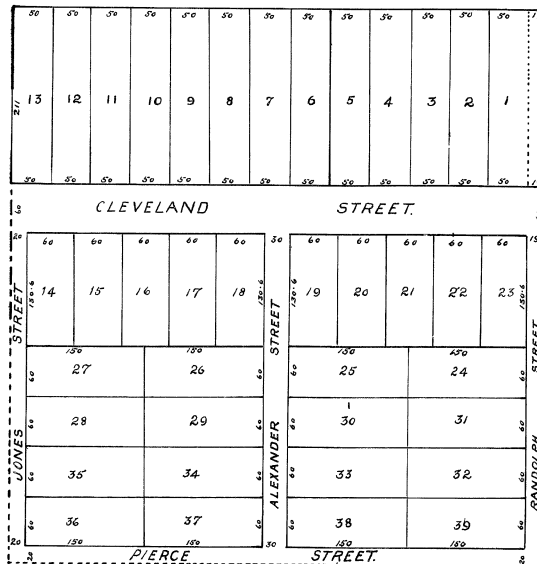
pg. 99
Book 4



CLEARWATER HEIGHTS.

W. W. Gibson's Lots in the SE 1/4 of NE 1/4 of NW 1/4 of Section 15; of Township 29 South, of Range 15 East, Hillsborough County, Florida.

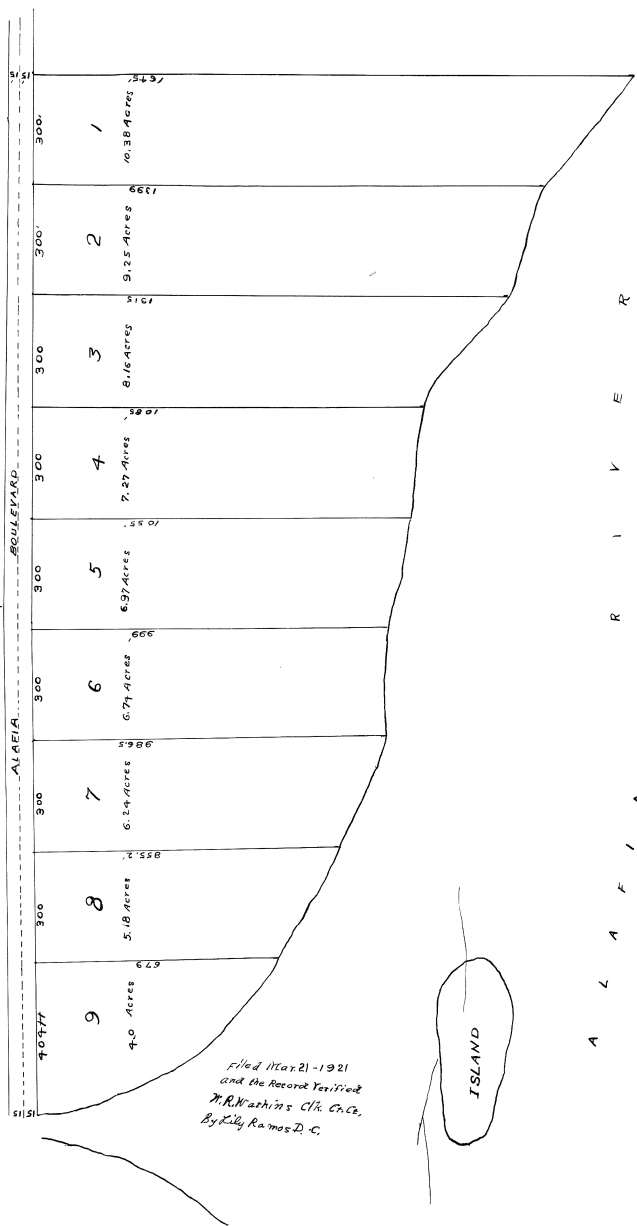
Scale 100ft to 1 inch
Surveyed Oct 1907 John. W. Newman, C.E.
FILED OCT 28TH 1907
C. M. KNOTT
Clerk Circuit Court.



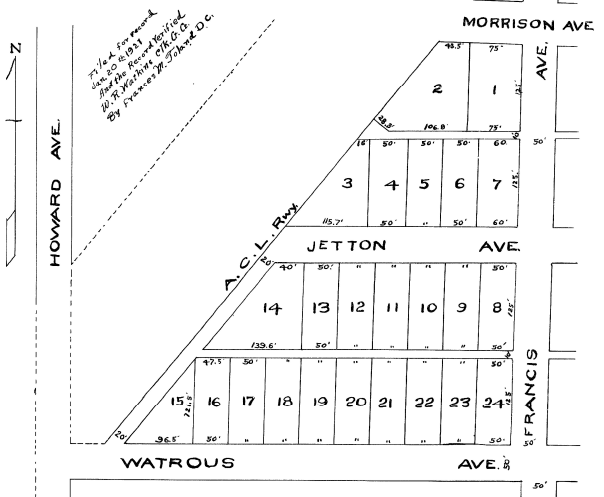
ROSEVELT PARK

Subdivision of Lot No. 12, of WATROUS'S
Subdivision No. 2, as per map in Plot Book
No. 2, Page No. 52.

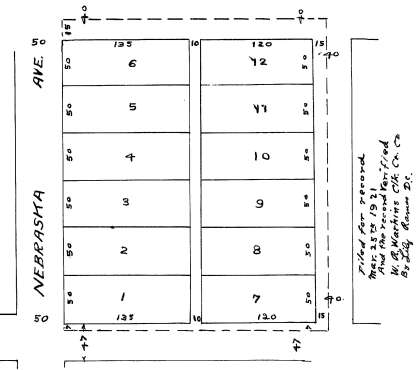
SUBDIVISION OF THE EAST 2804 FEET OF GOVERNMENT LOTS 2 AND 3
OF SEC 23 T. 30S. R. 19E. FLA



REVISED MAP OF
H. J. WATROUS' ADDITION
TO
WEST HYDE PARK SUBDIVISION
Being that part of the 1/2 of the SW 1/4 of the NW 1/4 of
Section 26 Township 29 South Range 18 East lying
East of the Atlantic Coast Line Railway Right of Way
Nov. 1920 Scale 1 in. = 80 ft. B.M. Sullivan Licence 124/



N. A. PERRY SUBDIVISION
A subdivision of Lots 2 and 3 Block 1 of Pineson Subdivision as recorded
in Plat Book 2 page 90, Records of Hillsborough County, Florida.
March, 1921. Scale: 1 in. = 60 ft. Surveyed B.N. Sullivan, E.
License 124/



NORTH SHORE SUBDIVISION

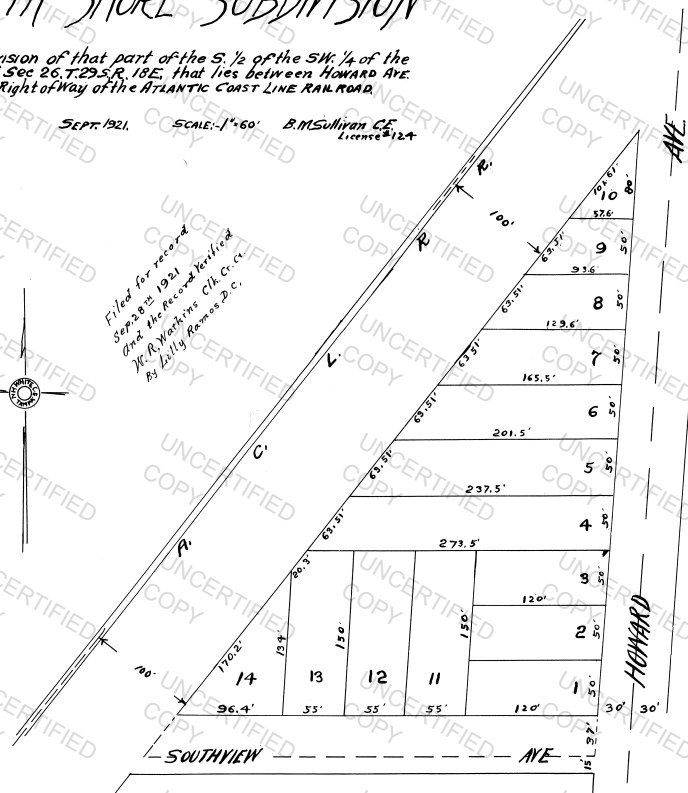
A Subdivision of that part of the S. 1/2 of the SW 1/4 of the NW 1/4 of Sec 26, T.29S, R. 18E, that lies between HOWARD AVE. and the Right of Way of the ATLANTIC COAST LINE RAILROAD.

SEPT. 1921. SCALE: 1"=60'. B.M. Sullivan C.E. License #124

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
THIS IS TO CERTIFY THAT THIS MAP IS A TRUE AND CORRECT COPY THAT HAS BEEN PHOTOGRAPHICALLY REPRODUCED FROM THE ORIGINAL PLAT OF THE RECORDING OFFICE OF HILLSBOROUGH COUNTY, FLORIDA.
RECORD VERIFIED:
WITNESS MY HAND AND OFFICIAL SEAL THIS 19th DAY OF SEPTEMBER 1921.
RECORDED AND INDEXED BY *Clifford J. Hill* COUNTY CLERK



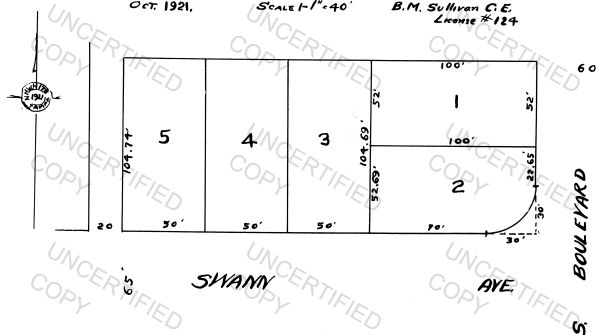
Filed for record
Sept 23rd 1921
And the Record Verified
By W.R. Watkins Clk. C. C.
By Lilly Ramos D.C.



SHACKELFORD'S SUBDIVISION

OF LOT 13, BLK E OF BAYWOOD SUBDIVISION AS RECORDED IN PLAT BOOK 2 PAGE 42 RECORDS OF HILLSBOROUGH CO, FLORIDA.

OCT. 1921. SCALE: 1"=40'. B.M. Sullivan C.E. License #124



Filed for record Dec. 10-1921
And the Record Verified
By W.R. Watkins Clk. C. C.
By Lilly Ramos D.C.

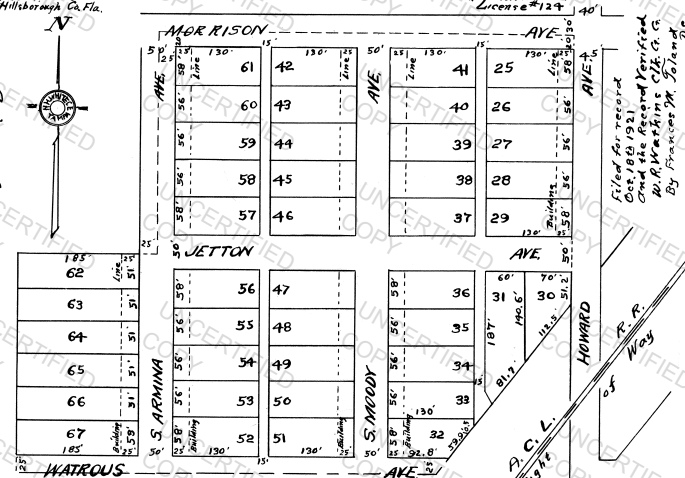
H.J. WATROUS' 2ND ADD'N. TO WEST HYDE PARK

A Subdivision of the NW 1/4 of SW 1/4 of NW 1/4 of Sec 26, T.29S, R. 18E, and Lots 25 and 26 of Block 1 of J.M. & H.J. Watrous Subdivision in Sec. 27, T. 29S, R. 18E.

OCT. 1921. SCALE: 1"=100'. B.M. Sullivan C.E. License #124

J.M. & H.J. Watrous (As recorded in Plat Book 4, Subdivision Page 81, Records of Hillsborough Co, Fla.)

Authorized for record
this 18th day Oct.
1921
By *H.J. Watrous*
Owner



RESOLUTION FILED
DATE 8-2-21
OR BK 12432 PG 10
BY *Clifford J. Hill*
DEPUTY CLERK

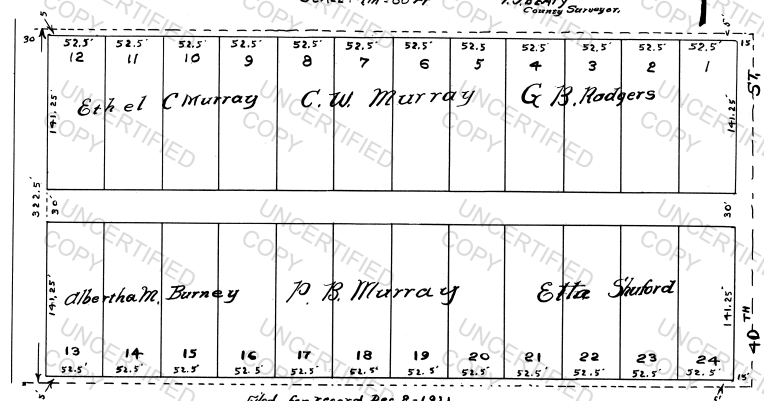
RESOLUTION FILED
DATE 8-2-21
OR BK 12432 PG 10
BY *Clifford J. Hill*
DEPUTY CLERK

RESOLUTION FILED
DATE 11-22-05
OR BK 12432 PG 10
BY *Clifford J. Hill*
DEPUTY CLERK

MURRAY

BECING A SUBDIVISION OF LOT 7 OF DEBLE'S SUBDIVISION OF THE NW 1/4 OF SEC 27, T.29S, R. 18E, FLORIDA, AS RECORDED IN PLAT BOOK 1 P. 63

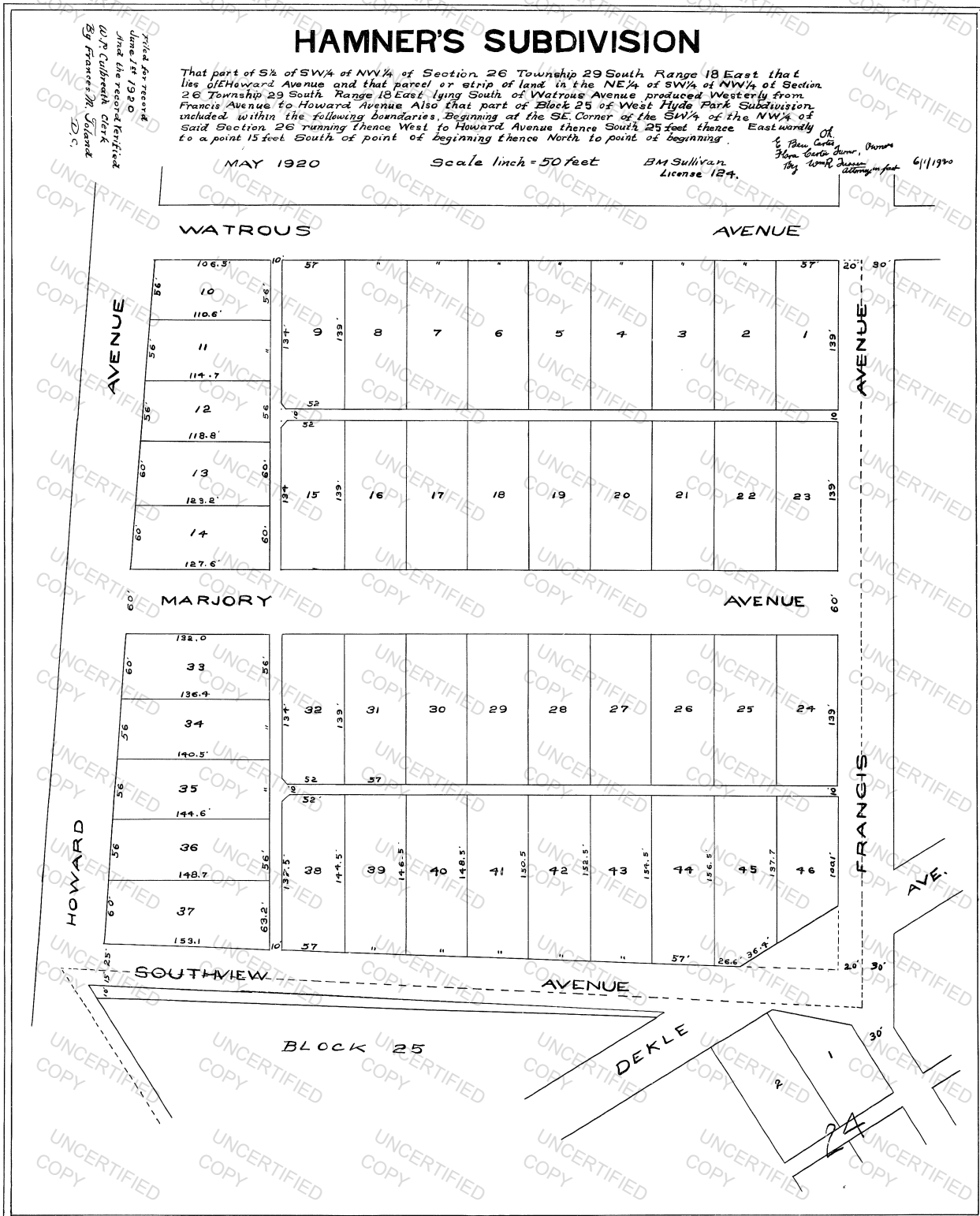
AUG. 1921. SCALE: 1"=60'. T. Liberty County Surveyor.



Filed for record Dec. 8-1921
And the Record Verified
By W.R. Watkins Clk. C. C.
By Lilly Ramos D.C.

UNCERTIFIED COPY

Pg 33
Book 9



STATE OF FLORIDA
THIS IS TO CERTIFY THAT THESE ARE THE
PROCESSED AND RECORDED IN THE
PUBLIC RECORDS OF THE COUNTY OF HILLSBOROUGH
AND THE COUNTY OF HILLSBOROUGH, FLORIDA
RECORDS DEPARTMENT
18 DAY OF SEPTEMBER 1920
RECORDED AND CLERK
By [Signature]

UNCERTIFIED COPY

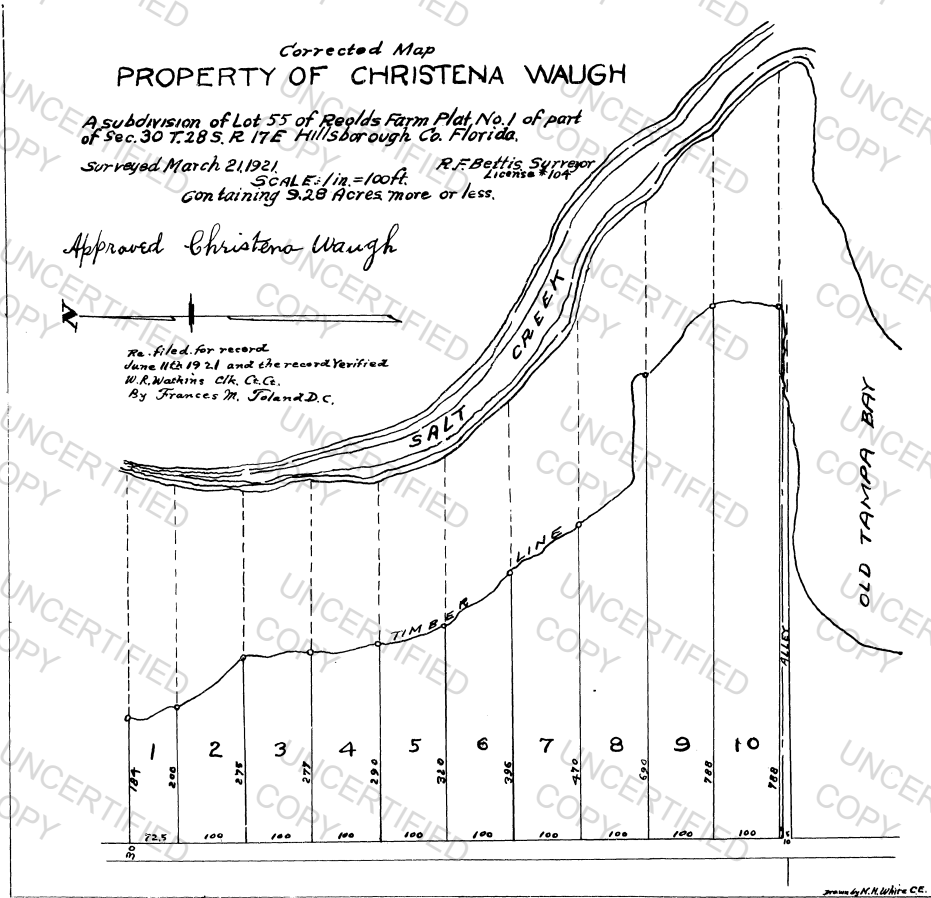
Corrected Map
PROPERTY OF CHRISTENA WAUGH

A subdivision of Lot 55 of Reolds Farm Plat No. 1 of part
of Sec. 30 T. 28 S. R. 17 E. Hillsborough Co. Florida.

Surveyed March 21, 1921. R.F. Bettis, Surveyor
License #104.
SCALE: 1 in. = 100 ft.
Containing 9.28 Acres more or less.

Approved Christena Waugh

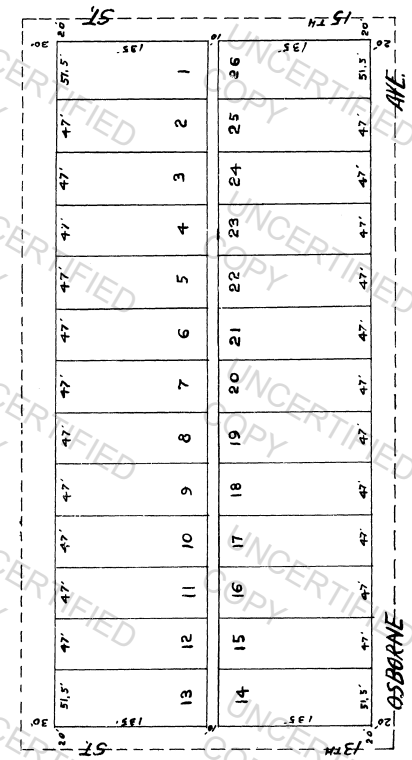
Re. filed for record
June 11th 1921 and the record Verified
W.R. Watkins Clk. Co. Co.
By Frances M. Toland D.C.



Filed for record
Mar. 23rd 1922 - 12:35 PM.
W.R. Watkins Clk. Co. Co.
By Lily Ramos D.C.

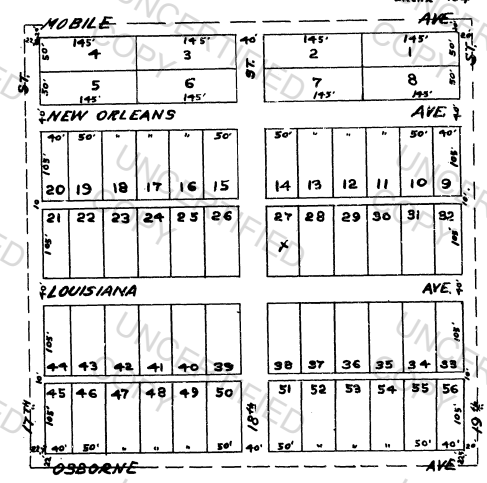
BUCKEYE HEIGHTS

A Subdivision of the SE 1/4 of SE 1/4 of SE 1/4 of NW 1/4
of Sec. 6 T. 29 S., R. 19 E. Hillsborough Co. Florida.
Survey 1921. Scale: 1 in. = 60 ft. T.R. Brady Surveyor



HODGES SHADY GROVE

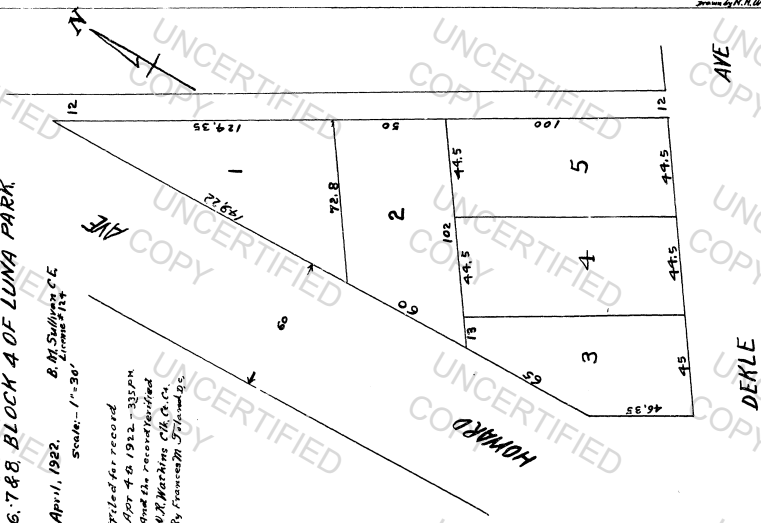
A SUBDIVISION OF THE SE 1/4 OF SW 1/4 OF NE 1/4 OF SEC. 6
T. 29 S., R. 19 E. HILLSBOROUGH COUNTY, FLORIDA
Nov. 1, 1921. Scale: 1 in. = 100 ft. R.F. Bettis
License #104



BONGARTS RESUBDIVISION OF LOTS
6, 7 & 8, BLOCK 4 OF LUNA PARK.

April, 1922. B. M. Sullivan C.E.
License #124
Scale: 1" = 30'

Filed for record
Apr 4th 1922 - 3:35 PM
And the record Verified
W.R. Watkins Clk. Co. Co.
By Frances M. Toland D.C.



Filed for record
Apr 3rd 1922
And the record Verified
W.R. Watkins Clk. Co. Co.
By Frances M. Toland D.C.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THIS IS TO CERTIFY THAT THIS PLAT IS A
TRUE AND CORRECT COPY THAT HAS BEEN
PHOTOGRAPHICALLY RE-CREATED FROM THE
ORIGINAL PLAT AND THE PHOTOGRAPHIC
REPRODUCTION HAS BEEN RETOUCHEE AS
NECESSARY TO CONFORM THE COPY TO THE
ORIGINAL PLAT DRAWING OR TRACING THEREOF
RECORDED BY THE CLERK OF CIRCUIT COURT
OF HILLSBOROUGH COUNTY, FLORIDA. THE
ORIGINAL PLAT HAS BEEN PRESERVED AND IS
AVAILABLE FOR EXAMINATION UPON REQUEST

RECORD VERIFIED

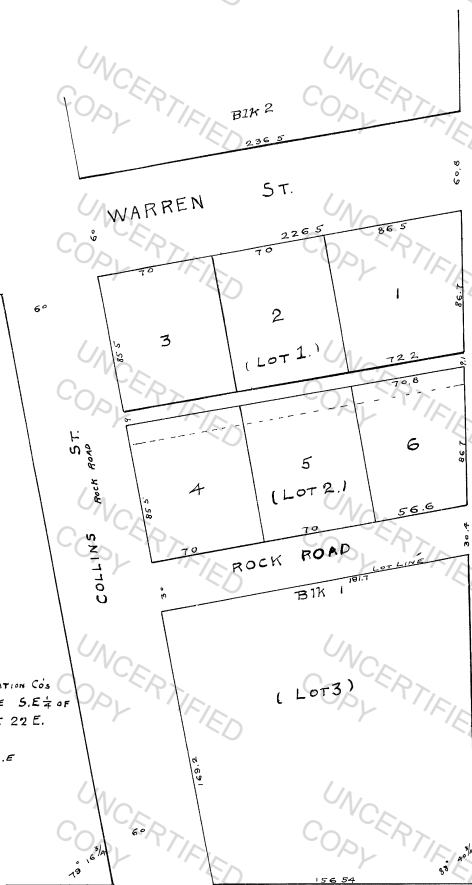
WITNESS MY HAND AND OFFICIAL SEAL THIS
2 DAY OF December 19 86

RICHARD ARE, CLERK
By *Richard Are* Deputy Clerk



WORDEHOFF'S MAP

SUBDIVISION OF LOTS 1 & 2
BLOCK 1, OF THE FLORIDA RAILWAY & NAVIGATION CO'S
ADDITION TO PLANT CITY, FLA. IN THE S.E. 1/4 OF
THE S.E. 1/4 OF SEC 29, TWP 28 S. OF RANGE 22 E.
H.B. WORDEHOFF.
SCALE 1" = 50' FEB 1907 FAWHEELER C.E.



FILED FOR RECORD
MARCH 18, 1907
C.M. KNOTT
CLERK

AMELIA.
A SUBDIVISION OF LOT 2
OF WATROUS SUBD #2
N.W. 1/4 OF N.W. 1/4 SEC 26 T. 29 S. R. 19 E.
SCALE 60 FT. = 1 IN.
MARCH 18-1907. R.F. BETTIS C.E.

47.5	47	47	48	48	48
120	5	4	3	2	1
47.5	47	47	48	48	48
132.75	7	132.75	26	50	50
137.75	8	137.75	25	50	50
50	9	24	50	50	50
50	10	23	50	50	50
50	11	22	50	50	50
50	12	21	50	50	50
50	13	20	50	50	50
50	14	19	50	50	50
50	15	18	50	50	50
137.75	16	137.75	17	50	50

AVENUE
HOWARD

I, D.A. Perrin do hereby offer
the above plat for record in the
public records of Hillsborough
County, Florida this 10th day of
May, 1907.

D.A. Perrin

M. A. Wagner,
Draughtsman.

Filed for record
May 14th 1907
C.M. Knott Clerk
D.W. Everett Jr.

Books Pg. 12

Map prepared
for record by
J.W. Everett
and
AUTHORIZED FOR RECORD
BY THE UNDERSIGNED.

J. Higginbotham
Sgt.

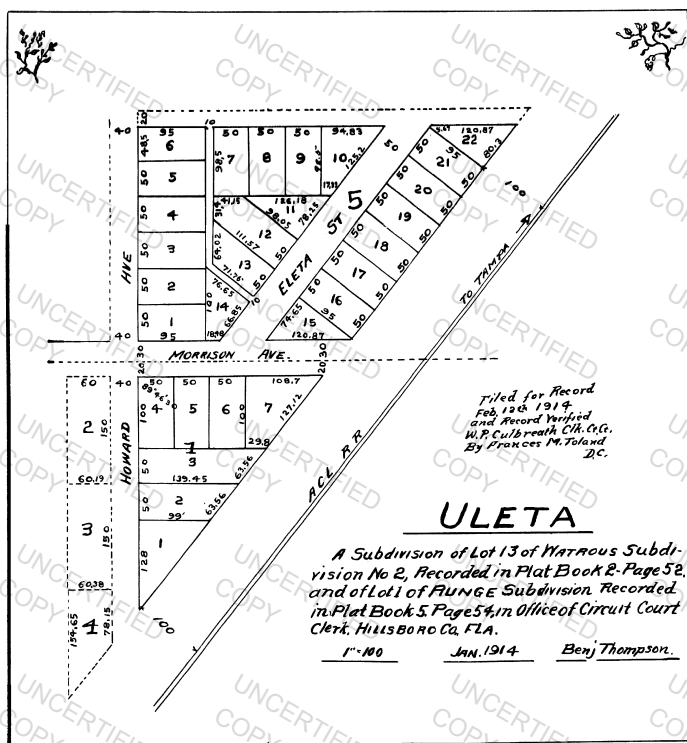
Filed for Record
April 23rd 1914
W.P. Culbreath, Clerk C.G.
By Frances M. Toland, D.C.

VERDIER PARK SUBDIVISION
19TH AVE.
18TH AVE.

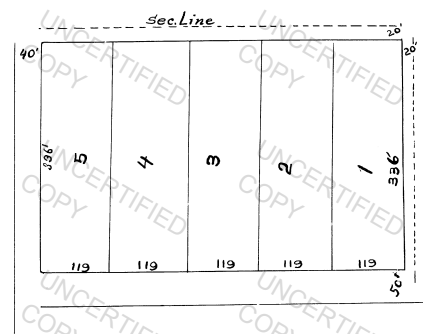
This Point
is 530 ft. East
and 62.75 ft.
North from S.W. 1/4
of Sec. 9, Twp. 28 S., R. 19 E.

REVISED MAP OF
YEMASSE SUBDIVISION
The Same being a revision
of a map recorded in
Plat Book No. 4 on Page 94
For Description See Deed
Record Book No. 68 Page 251
Filed in Office of Clerk of C.C.
of Hillsborough County Fla.
Surveyed and re-stated
April 1914 By *Walker Engineering Corp.*
By *J. M. McNeill*

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
THIS IS TO CERTIFY THAT THIS PLAT IS A
TRUE AND CORRECT COPY THAT HAS BEEN
PHOTOGRAPHICALLY RE-CREATED FROM THE
ORIGINAL PLAT AND THE PHOTOGRAPHIC
REPRODUCTION HAS BEEN RETOUCHEE AS
NECESSARY FOLLOWING THE COPY TO THE
ORIGINAL PLAT DRAWING OR TRACING THEREOF
RECORDED BY THE CLERK OF CIRCUIT COURT
OF HILLSBOROUGH COUNTY, FLORIDA THE
ORIGINAL PLAT HAS BEEN PRESERVED AND IS
AVAILABLE FOR EXAMINATION UPON REQUEST
RECORD VERIFIED
WITNESSED MY HAND AND OFFICIAL SEAL THIS
23 DAY OF *September* 19 *14*
RECORDING CLERK
By *Frances M. Toland* DEPUTY CLERK

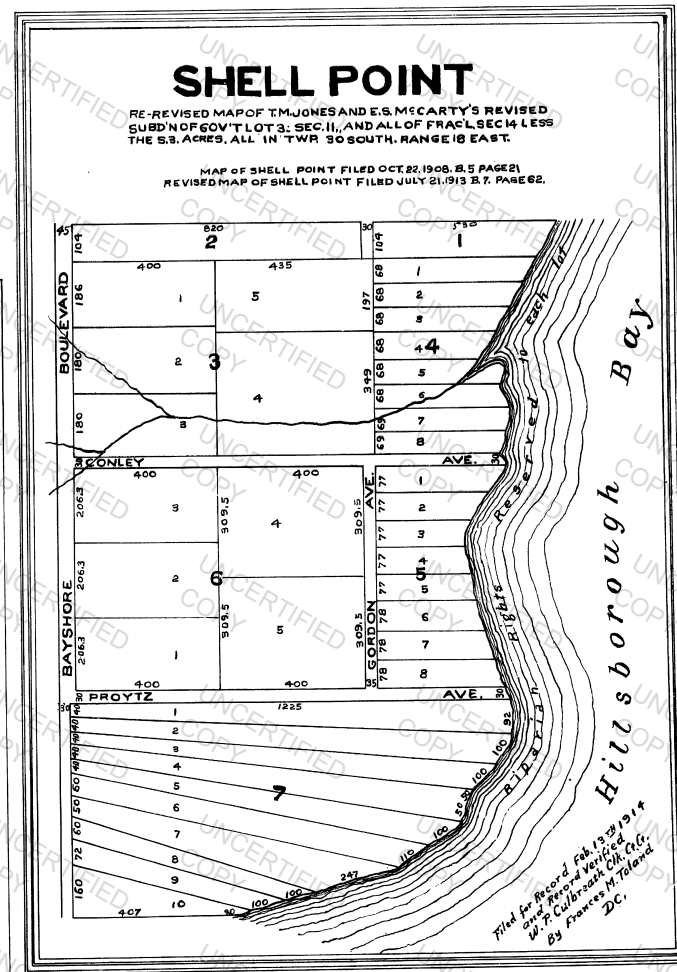


N.D. Smiths Subdivision of Lot 32 and No 78 to Lot 31 of Tait
Subdivision according to Map of Tait Sub as recorded in Plat
Book 6 Page 22, records of Hillsborough Co. Fla.



Filed for Record
April 19 1914
and Record Verified
W.P. Culbreath, Ck. C.G.
By Frances M. Toland, D.C.

Town of Dover, Fla.

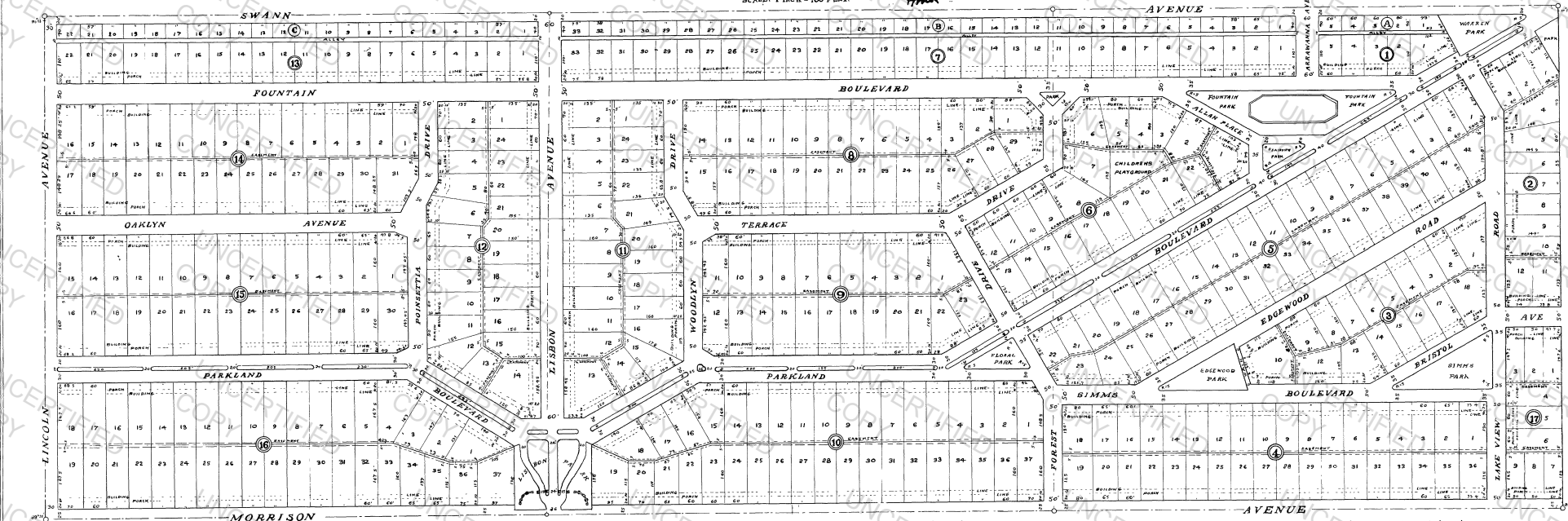


RECORDING FILED
DATE: 2-17-99
OR BK 37183 PG 1373
BY *Frances M. Toland*
DEPUTY CLERK

PARKLAND ESTATES

A SUBDIVISION OF THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SEC. 27, TP. 29 S., R. 18 E.,
HILLSBOROUGH CO., FLORIDA.
SCALE: 1 INCH = 100 FEET

Filed for record
July 15, 1934
And this record verified
at Hillsborough Co., Fla.
20 days before 7:00 p.m.



LEGEND
The lots in this Subdivision are subject to restrictions as laid down in the deeds of Parkland Estates, Inc., with the exception of Lots One to Five (1-5) inclusive of Block A, Lots One to Thirty Three (1-33) inclusive of Block B, and Lots Twenty One (1-21) inclusive of Block C, which are restricted to Summer Homes only. To be of five-foot construction.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT COPY THAT HAS BEEN EXAMINED AND IS INCORPORATED FROM THE ORIGINAL PLAT IN THE RECORDS OF THE CLERK OF CIRCUIT COURT OF HILLSBOROUGH COUNTY, FLORIDA.

RECORDED

WITNESS MY HAND AND OFFICIAL SEAL THIS

18th day of July 1934

ROBERT A. GLENN

County Clerk

ELAMIS SUBDIVISION

Being a Re-Plat of Lots 1 to 14 inclusive, NORTH SHORE SUBDIVISION
Section 26, Township 29 South, Range 18 East, City of Tampa, Hillsborough County, Florida

LEGAL DESCRIPTION:

Lots 1 to 14 inclusive, NORTH SHORE SUBDIVISION, according to the plat thereof as recorded in Plat Book 9, Page 57, of the Public Records of Hillsborough County, Florida.

Being more particularly described as follows:

BEGIN at the North corner of Lot 10 of NORTH SHORE SUBDIVISION, being the point of intersection of the Southeasterly boundary of the Lee Roy Selmon Expressway and the West right-of-way boundary of South Howard Avenue thence S.037°51'W, along said West right-of-way boundary of South Howard Avenue, 529.98 feet to an intersection with the North right-of-way boundary line of Southview Avenue; thence S.89°31'22"W, along said North right-of-way boundary, 381.34 feet to a point on the Southeasterly right-of-way boundary of the Lee Roy Selmon Expressway; thence N.37°45'00"E, along said Southeasterly right-of-way boundary, 673.16 feet to the Point of Beginning.

Parcel contains 100,828.22 square feet or 2.3147 acres more or less.

DEDICATION:

The owners of the land shown on the Plat to be known as Elamis Subdivision described hereon hereby dedicates the Expressway Ingress/Egress easements shown hereon as non-exclusive Ingress/Egress easements to the Tampa-Hillsborough County Expressway Authority.

IN WITNESS WHEREOF, the undersigned has caused this Plat to be executed this 11 day of October, 2006.

BY:

Bern's Steakhouse, Inc. a Florida Corporation, OWNER
Bern's Properties, LLC, a Florida limited liability company, OWNER
Bern's Townhomes, LLC, a Florida limited liability company, OWNER

David A. Laxer
Date: 10/11/06

David A. Laxer, as President of
Bern's Steakhouse, Inc. a Florida Corporation
as Manager of Bern's Properties, LLC, a Florida limited liability company
as Manager of Bern's Townhomes, LLC, a Florida limited liability company

WITNESS:

David T. Stokes
PRINT: David T. Stokes

WITNESS:

Richard F. Sultan, II
PRINT: Richard F. Sultan, II

ACKNOWLEDGMENT:

The foregoing instrument was acknowledged before me this 11 day of October, 2006, by David A. Laxer, who produced a Florida Drivers License as identification, being President of Bern's Steakhouse Inc., a Florida Corporation, Manager of Bern's Properties, LLC, a Florida limited liability company and Manager of Bern's Townhomes, LLC, a Florida limited liability company on behalf of the corporation and companies.

Patsy W. Krauss
Patsy W. KRAUSS
Notary Public, State of Florida

**COLONIAL BANK, N.A. - AS MORTGAGEE**

on Parcel owned by: Bern's Steakhouse, Inc., a Florida Corporation
on parcel owned by: Bern's Properties, LLC, a Florida limited liability company
on parcel owned by: Bern's Townhomes, LLC, a Florida limited liability company

By:

Trey Korhn
PRINT: Trey Korhn
TITLE: AUTHORIZED AGENT

WITNESS:

Derek Rancourt
PRINT: Derek Rancourt
WITNESS: Melody Fischer
PRINT: Melody Fischer

ACKNOWLEDGMENT:

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY OF October, 2006, TREY KORHN AS AUTHORIZED AGENT HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED KNOWN AS IDENTIFICATION.

NOTARY PUBLIC:

SIGN: Melody Fischer
PRINT: Melody Fischer
TITLE: A.D.P.
SERIAL NUMBER: DD 516796
COMMISSION EXPIRES: MARCH 1, 2010

REVIEWING AGENCY SURVEYOR'S CERTIFICATE

This plat has been reviewed in accordance with Florida Statutes, Section 177.081 for Chapter conformity. The geometric data has not been verified.

Reviewed by: Nancy Roll Date: 10/10/06
Florida Professional Surveyor and Mapper, License 3317
For Department of Public Works, Survey Section, City of Tampa, Florida

CLERK OF THE CIRCUIT COURT

COUNTY OF HILLSBOROUGH, STATE OF FLORIDA

I hereby certify that this subdivision plat meets the requirements in form, of Chapter 177 Part 1 of the Florida Statutes and has been filed for record this 11th day of Dec, 2006, in Plat Book 111, Page Number 134 of the Public Records of Hillsborough County, Florida.

BY: PAT FRANK CLERK OF CIRCUIT COURT BY: David DEPUTY CLERK

CLERK FILE NUMBER: 2006SB0109 THIS 14th DAY OF DEC, 2006, TIME 9:28AM

CITY OF TAMPA

This plat is hereby accepted and approved for record by the City Council of the City of Tampa, Florida.

Date: December 11, 2006 Resolution No. 1504
Chairman
Date: Shirley Ann Knowles Deputy Clerk
City Clerk

CITY OF TAMPA

I hereby certify that the Mayor of the City of Tampa, Florida approved this plat on this 11th day of December, 2006.

Shirley Ann Knowles
City Clerk/Deputy City Clerk

SURVEYORS CERTIFICATE:

I certify that this plat is a true and correct representation of the lands surveyed, the survey was made under my responsible direction and supervision, and that the survey data complies with the requirements of Chapter 177 of the Florida Statutes. P.R.M.'s (Permanent Reference Monuments) shown hereon have been set in accordance with Chapter 177, and all other monumentation of lot corners, points of intersection and change of direction of lines within the subdivision will be set within the allotted time as required by said Chapter 177 Florida Statute 177.091-9.



MILLS and ASSOCIATES, INC.

Date: 10/11/06 Lawrence E. Mills
Lawrence E. Mills, P.L.S. #3141
Florida Registered Land Surveyor
Licensed Business Number 3868

MILLS and ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
3242 HENDERSON BOULEVARD • SUITE 300
TAMPA, FLORIDA 33609-3056
TELEPHONE: (813) 876-5869

SHEET
1 of 2

ELAMIS SUBDIVISION

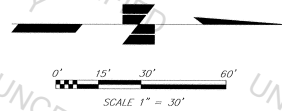
PLAT BOOK 111 PAGE 135

Being a Re-Plat of Lots 1 to 14 inclusive, NORTH SHORE SUBDIVISION
Section 26, Township 29 South, Range 18 East, City of Tampa, Hillsborough County, Florida

The subject parcel of land represented on this plat lies in Flood Zone "C" per F.E.M.A. Flood Insurance Rate Map, City of Tampa Florida, Community panel number 120114 0032 C, map revised September 30, 1982.

Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundaries of this plat may or may not be subject to flooding; the City of Tampa Building Department has information regarding flooding and restrictions on development.

"NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of Hillsborough County, Florida."



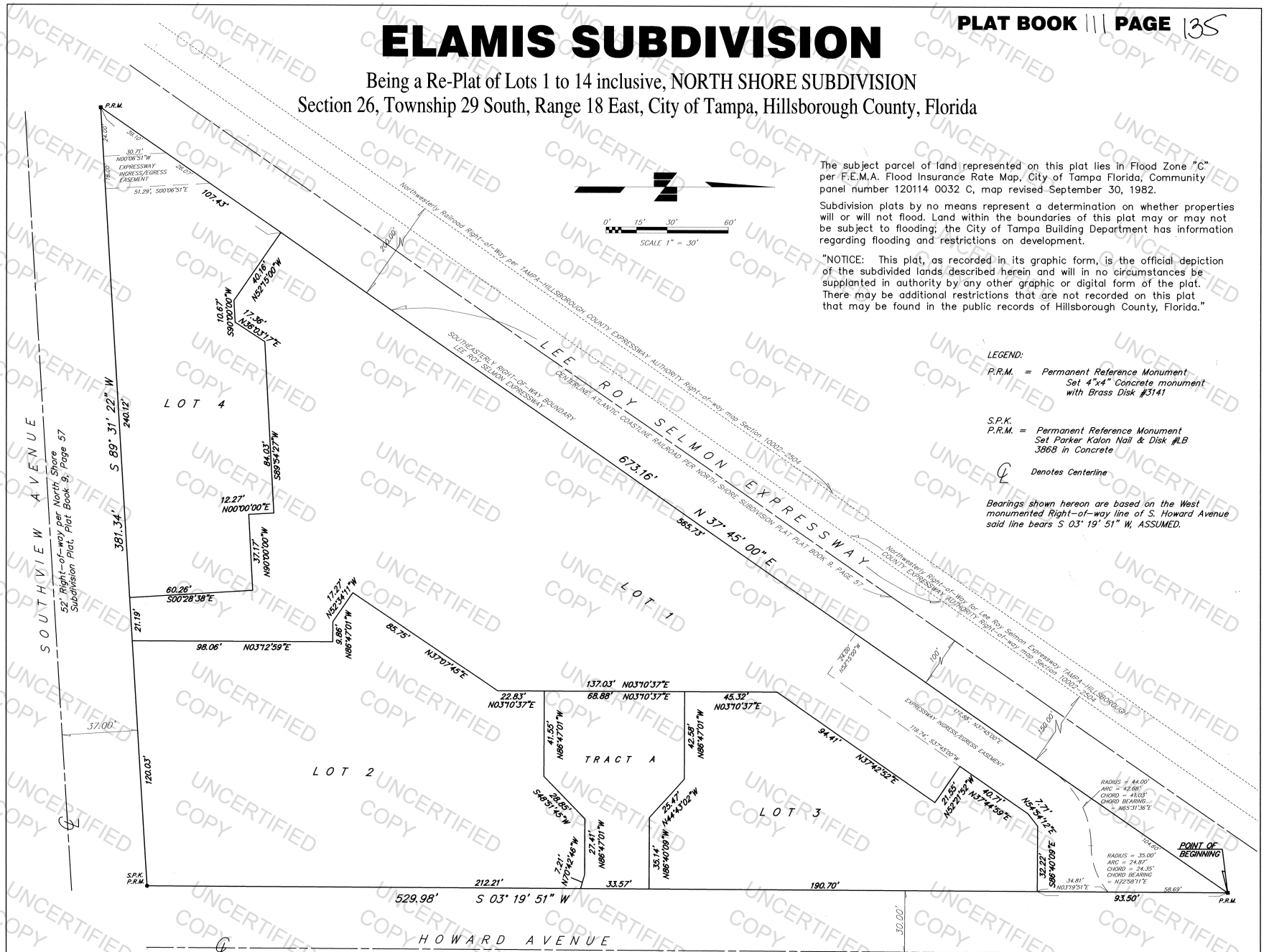
LEGEND:

P.R.M. = Permanent Reference Monument
Set 4"x4" Concrete monument
with Brass Disk #3141

S.P.K. = Permanent Reference Monument
Set Parker Kalon Nail & Disk #LB
3868 in Concrete

⊙ Denotes Centerline

Bearings shown hereon are based on the West
monumented Right-of-way line of S. Howard Avenue
said line bears S 03° 19' 51" W, ASSUMED.



MILLS and ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
3242 HENDERSON BOULEVARD • SUITE 300
TAMPA, FLORIDA 33609-3056
TELEPHONE: (813) 876-5869

SHEET
2 of 2

EXHIBIT “C”

Composite Exhibit — South Howard Flood Relief Project 60% Design Plans, Volume I (AtkinsRéalis / Wade Trim, June 26, 2026), excerpts: Sheet 7 (General Notes, including Note 17); Sheet 11 (Drainage Map); Sheets 13–14 (Box Culvert Layout and Profile); Sheets 85–99 (Typical Sections); plan and profile Sheets 125–153 (South Howard Avenue); Sheets 222–242 (Drainage Structure Sections); and Sheets 243–257 (Cross Sections)

EXHIBIT “C”

Excerpts of South Howard Flood Relief Project 60% Design Plans, Volume I (AtkinsRealis / Wade Trim, June 22, 2026)

Sheet 7 General Notes (including Note 17).

Sheet 11 Drainage Map.

Sheets 13–14 Box Culvert Layout and Profile (10’ x 10’ RCBC, S-109 to S-149 and S-156 to Swann Avenue).

Sheets 85–99 Typical Sections, South Howard Avenue, by station, showing the existing right-of-way width (40’ to 63.5’) and the 10’ x 10’ reinforced concrete box culvert beneath the centerline.

Sheets 125–153 Plan and profile sheets, South Howard Avenue (including Sheets 133–134 showing curb inlets connected by 18-inch laterals to manhole risers on the box culvert).

Sheets 222–242 Drainage Structure Sections, South Howard Avenue, giving the invert elevation of the 10’ x 10’ box culvert (el. 0.13 to 4.10, NAVD 88) and the existing ground and rim elevations (el. 17.1 to 21.2) at each structure.

Sheets 243–257 Cross sections, South Howard Avenue, showing the box culvert (approximately 12’ by 12’ outside) at approximately 16.5 to 19 feet below finished grade, with no excavation-support or trench-limit detail.

FILE SAVE DATE: 6/26/2026 3:10 PM
FILE PATH: C:\pwwork\atkins\1\148975\00166231
FILE NAME: CNTR001.dwg

PLOT STYLE: ATKINS.LSTB

PLOT TIME: 6/26/2026 4:56 PM

GENERAL NOTES

- ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
- LOCATIONS, ELEVATIONS AND DIMENSIONS OF THE EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING HIS WORK PRIOR TO CONSTRUCTION. GAS, FRONTIER, WATER MAIN, WATER SERVICES, SEWER LATERALS AND OTHER SUBSURFACE PIPING HAS NOT BEEN LOCATED. ENGINEER OF RECORD SHOWS LOCATIONS AS APPROXIMATE AS PROVIDED BY OTHERS.
- EXISTING UTILITIES AND TOPOGRAPHIC INFORMATION DENOTED BY UPPER AND LOWER CASE LETTERING. PROPOSED WORK DENOTED BY ALL UPPER CASE LETTERING.
- THE CONTRACTOR SHALL CALL SUNSHINE 811 (1-800-432-4770) AT LEAST 72 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES.
- WHEN IN CONFLICT, UTILITY POLES, GAS LINES, UNDERGROUND ELECTRIC, TELEPHONE AND OTHER COMMUNICATION CABLES AND CONDUIT SHALL BE RELOCATED BY THE RESPECTIVE UTILITY OWNERS AT THEIR OWN EXPENSE AS DIRECTED BY THE ENGINEER.
- PRIOR TO ANY CONSTRUCTION, CONTACT TAMPA ELECTRIC COMPANY (TECO) (813-228-4111 OR 813-275-3037) FOR EXACT LOCATION OF UNDERGROUND LINES. TECO TO RELOCATE ANY CONFLICTING LINES.
- PRIOR TO ANY CONSTRUCTION, CONTACT TECO GAS (813-275-3743) FOR EXACT LOCATION OF UNDERGROUND LINES. TECO GAS TO RELOCATE ANY CONFLICTING LINES.
- PRIOR TO ANY CONSTRUCTION, CONTACT FRONTIER (813-978-2164) FOR EXACT LOCATION OF UNDERGROUND LINES. FRONTIER TO RELOCATE ANY CONFLICTING LINES.
- STATIONS AND OFFSETS GIVEN ARE TO THE CENTER LINE OF THE INLET GRATES, INLET STRUCTURE TOPS AND MANHOLES, AND REFER TO THE SURVEY BASE LINES AND CENTER LINE OF CONSTRUCTION.
- THE CITY OF TAMPA SOLID WASTE DEPARTMENT (813-348-1146) IS TO BE NOTIFIED PRIOR TO ANY STREET CLOSURES IN THE PROJECT AREA.
- PROPER CONNECTIONS SHALL BE MADE WHERE CONNECTIONS TO EXISTING DRIVES AND WALKS ARE NOT INDICATED ON THE PLANS, AT THE DIRECTION OF THE ENGINEER.
- STREET SIGNS, STREET MARKERS AND RIGHT-OF-WAY MARKERS SHALL BE REMOVED AND RELOCATED AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL APPLICABLE PERMITS ON-SITE AND SHALL BE RESPONSIBLE TO ADHERE TO ALL PERMIT CONDITIONS DURING CONSTRUCTION.
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO THE ENGINEER FOR APPROVAL. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE.
- ROADWAY CONSTRUCTION SHALL FOLLOW CITY OF TAMPA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION TECHNICAL MANUAL, DATED 2023 EDITION AND ALL OF THE MANUALS AS REFERRED TO IN THEIR LATEST EDITION.
- ALL DESIGN AND CONSTRUCTION STANDARDS NOT WITHIN CITY OF TAMPA DESIGN STANDARD MANUALS SHALL FOLLOW THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION FY 2026-27".
- ALL WORK SHOWN OUTSIDE OF THE EXISTING RIGHT-OF-WAY IS CONDITIONAL BASED ON AGREEMENTS WITH ALL PROPERTY OWNERS.

SITE NOTES

- ALL DESIGN AND CONSTRUCTION MUST CONFORM TO THE MINIMUM STANDARDS SET DOWN IN CITY OF TAMPA STORMWATER TECHNICAL MANUAL, DECEMBER 5, 1996 AND TRANSPORTATION TECHNICAL MANUAL, 2023.
- ALL WORK WITHIN THE RIGHT-OF-WAY MUST COMPLY WITH THE CITY OF TAMPA STANDARDS AND TECHNICAL MANUALS.
- THE EXISTING VEGETATION AND ROOTS SHALL BE REMOVED PRIOR TO PLACING ANY FILL MATERIAL. THE FILL SHALL BE PLACED IN LIFTS NO GREATER THAN 12 INCHES AS MEASURED LOOSE, AND COMPACTED TO A UNIFORM DENSITY ASTM D698. THE MATERIAL SHALL BE COMPACTED AT A MOISTURE CONTENT PERMITTING THE SPECIFIED COMPACTION. THE FILL SHALL BE TESTED BY THE CITY OF TAMPA THROUGH THE CITY INSPECTOR AND THE RESULTS SUPPLIED TO THE ENGINEER.
- THE CONTRACTOR SHALL CONTACT THE ENGINEER'S OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONSULT WITH THE ENGINEER FOR MAKING ANY AND ALL REQUIRED INTERPRETATIONS OF THE PLANS. HOWEVER, THIS IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY FOR CONSTRUCTING THE PROJECT TO ACCOMPLISH THE INTENT OF THE PLANS.
- CONTRACTOR SHALL REPAIR AND REPLACE ALL PRIVATE AND PUBLIC PROPERTY AS WITHIN THE RIGHT-OF-WAY THAT IS AFFECTED BY THIS WORK TO A CONDITION EQUAL TO OR BETTER THAN EXISTING.
- MAILBOXES SHALL BE REMOVED AND REPLACED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING.
- ALL GRADING OF SIDEWALKS AND PEDESTRIAN WALKWAYS SHALL MEET MINIMUM ADA STANDARDS. SIDEWALK CROSS SLOPES AND DRIVEWAY CROSSINGS FOR SIDEWALKS TO BE 2.0% MAX. SLOPE. ALL SIDEWALK RUNNING SLOPES SHALL NOT EXCEED 5% WITHOUT USE OF PROPER RAMPS PER FDOT OR FLORIDA BUILDING CODE. CONTRACTOR SHALL FIELD-VERIFY SIDEWALK FORM BOARDS PRIOR TO CONSTRUCTING WALKWAYS.
- DETECTABLE WARNINGS SHALL BE PLACED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 522-002. ALL DETECTABLE WARNINGS WITHIN THE PROJECT LIMITS SHALL BE YELLOW IN COLOR.

CONSTRUCTION NOTES

- CONTRACTOR TO PROTECT ALL POWER POLES AND SUBSURFACE UTILITIES NOT SHOWN AS RELOCATED. IN THE EVENT OF A CONFLICT THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY PROVIDER RESPONSIBLE FOR THE RELOCATION.
- ALL CONSTRUCTION SHALL CONFORM TO THE APPLICABLE CITY OF TAMPA DEPARTMENT ORDINANCES AND REGULATIONS.
- ALL RCP PIPES SHALL BE CLASS III WITH MINIMUM COVER OF 18". ALL RCP PIPES WITH LESS THAN 18" OF COVER ON RESIDENTIAL ROADS SHALL BE CLASS IV. ALL RCP PIPES WITH LESS THAN 24" OF COVER ON ARTERIAL ROADS SHALL BE CLASS IV.
- NON STRUCTURAL CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. PORTLAND CEMENT SHALL CONFORM TO ASTM 0150. AGGREGATE SHALL CONFORM TO ASTM 033. READY MIXED CONCRETE SHALL CONFORM TO ASTM C-04. SUBSURFACE SHALL BE FREE FROM TROWEL OR MACHINE MARKS. SURFACE VARIATIONS SHALL NOT EXCEED 1/4 INCH UNDER TEN-FOOT (10') STRAIGHT EDGE.
- PRIVATE UTILITIES SHALL BE MOVED PRIOR TO THE CITY'S START OF CONSTRUCTION AND SHALL PROVIDE THE CONTRACTOR WITH AS-BUILTS (HORIZONTAL AND VERTICAL PLACEMENT) OF THEIR RELOCATED SERVICES.
- NO DREDGING IS TO COMMENCE UNTIL THE PLAN HAS BEEN REVIEWED BY EPC PERSONNEL AT LEAST ONE WEEK PRIOR TO CONSTRUCTION COMMENCEMENT.
- DRIVEWAYS SHALL BE RECONSTRUCTED IN ACCORDANCE WITH CHAPTER 25 OF THE CITY CODE AND THE TRANSPORTATION TECHNICAL MANUAL. DEVIATION FROM ESTABLISHED STANDARDS SHALL BE APPROVED BY THE CITY TRAFFIC ENGINEER.
- EXISTING DRAINAGE STRUCTURES AND PIPES SHALL BE REMOVED BY CONTRACTOR UNLESS OTHERWISE STATED IN PLANS.
- "EOP EL." FOR DRAINAGE INLETS REFERS TO THE ELEVATION OF THE EDGE OF PAVEMENT AT THE STRUCTURE'S REFERENCED STATION ALONG ALL ROADWAYS WITH PROPOSED TYPE F CURB AND GUTTER. WHERE TYPE D CURB IS PROPOSED, "EOP ELEV." REFERS TO THE PAVEMENT ELEVATION AT THE BASE OF THE TYPE D CURB. THIS ELEVATION DIFFERS FROM THE ELEVATION OF THE STRUCTURE'S STANDARD REFERENCE POINT.
- "RIM EL." REFERS TO THE ELEVATION OF THE TOP OF A MANHOLE LID. THE REFERENCED LOCATION FOR MANHOLE RISERS REFERS TO THE CENTER OF THE MANHOLE LID.
- "GRATE EL." REFERS TO THE ELEVATION OF THE TOP OF THE GRATE FOR ALL CITY OF TAMPA TYPE T INLETS.
- ALL DISTURBED OR UNDISTURBED AREA WITHIN THE RIGHT-OF-WAY LIMIT SHALL BE GRADED TO DRAIN TOWARD THE ROAD/GUTTER UNLESS OTHERWISE SPECIFIED TO DRAIN TO SPECIFIC INLET STRUCTURE.
- ALL EXISTING ABANDONED PIPES SHALL BE REMOVED UNLESS DIRECTED BY THE ENGINEER TO BE FILLED WITH FLOWABLE FILL.
- FOR ALL REFERENCED FDOT STANDARD PLANS, SEE FY 2026-27 FDOT DESIGN STANDARDS.
- FOR ALL BRICK PAVEMENT DRIVEWAYS ALL BRICKS SHALL BE PALLETED FOR USE BY THE PROPERTY OWNER.
- FOR ALL BRICK PAVEMENT SIDEWALKS TO BE REMOVED SHALL BE PALLETED FOR USE BY THE CITY OR PROPERTY OWNER. FINAL SIDEWALK MATERIAL SHALL BE STATED IN THE HARDSCAPE PLANS.



4030 W. BOY SCOUT BLVD.
SUITE 700
TAMPA, FL 33607-1712

MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
3		
2		
1		

DES: MH
DRN: DL/FP/TS
CKD: MH
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

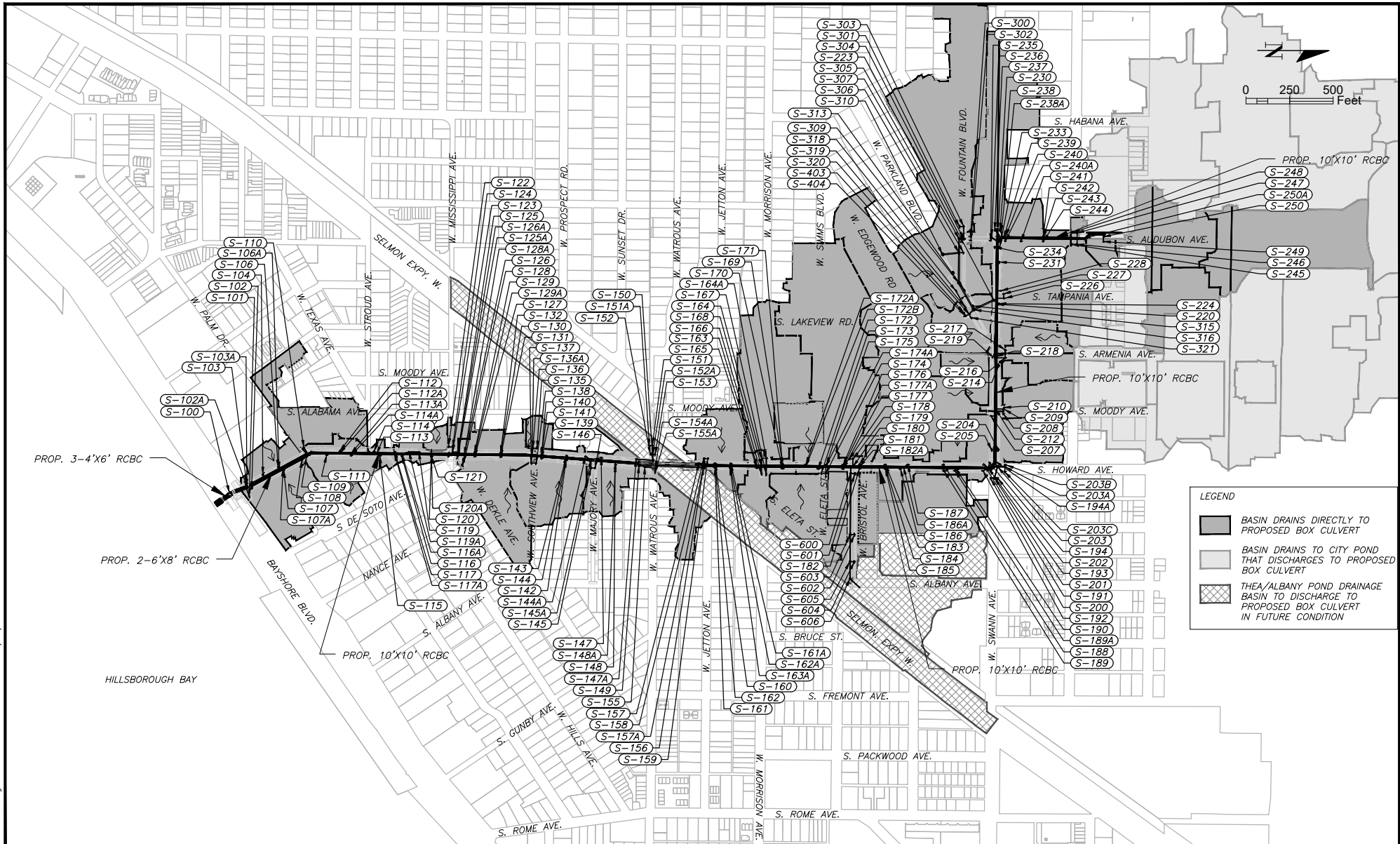
GENERAL NOTES

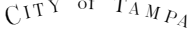
SHEET
7
OF 337

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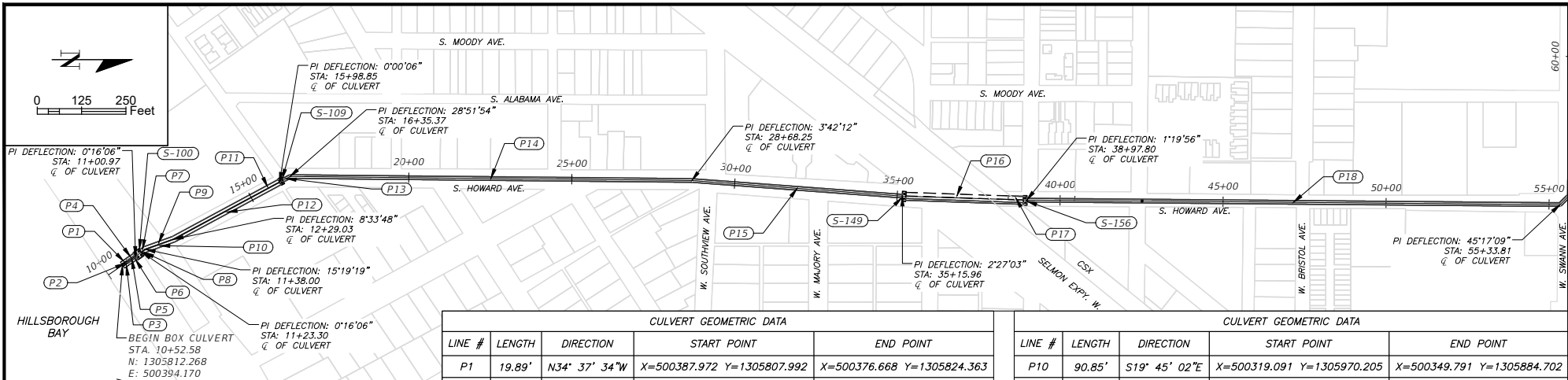
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PLOT STYLE: ATKINS.STB



 4030 W. BOY SCOUT BLVD. SUITE 700 TAMPA, FL 33607-1712	APPROVED BY:	No.	DATE	REVISIONS	DES : CC, AD	 CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT DRAINAGE MAP	SHEET 11 OF 337
	CHRISTIAN E. CHANDLER, P.E.	3			DRN : AD			
	LICENSE NUMBER: 93449	2			CKD : CC			
	ATKINSREALIS	1			DATE : 6/26/26			
	4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712							

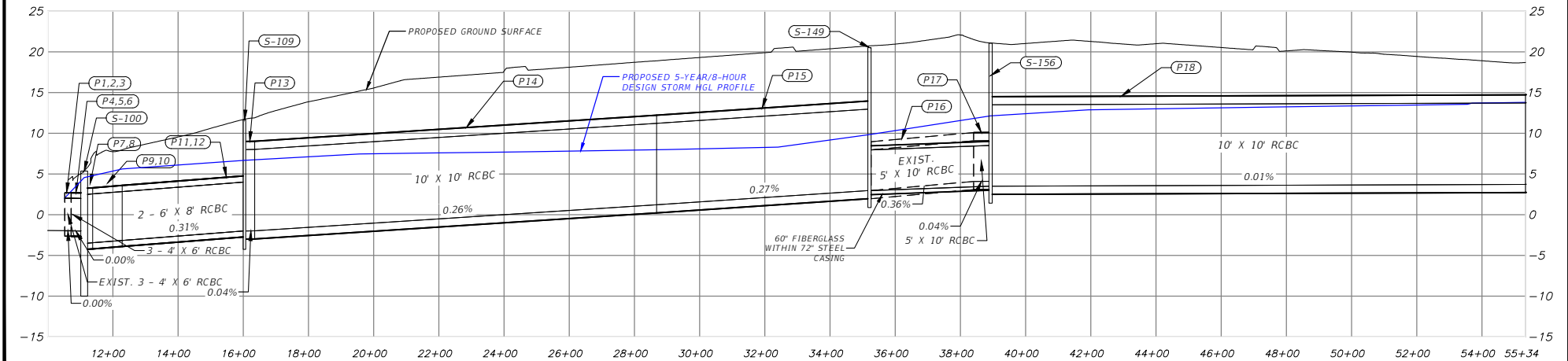
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PLOT TIME: 6/27/2026 11:33 PM
PLOT STYLE: ATKINS.STB



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LINE #	LENGTH	DIRECTION	START POINT	END POINT	LINE #	LENGTH	DIRECTION	START POINT	END POINT
P1	19.89'	N34° 37' 34"W	X=500387.972 Y=1305807.992	X=500376.668 Y=1305824.363	P10	90.85'	S19° 45' 02"E	X=500319.091 Y=1305970.205	X=500349.791 Y=1305884.702
P2	19.39'	N34° 30' 17"W	X=500394.161 Y=1305812.262	X=500383.178 Y=1305828.240	P11	370.52'	S28° 18' 18"E	X=500134.776 Y=1306292.409	X=500310.462 Y=1305966.194
P3	19.17'	N34° 28' 35"W	X=500400.322 Y=1305816.523	X=500389.473 Y=1305832.322	P12	371.08'	S28° 18' 18"E	X=500143.141 Y=1306296.914	X=500319.091 Y=1305970.205
P4	29.60'	S34° 21' 49"E	X=500359.959 Y=1305848.798	X=500376.668 Y=1305824.363	P13	25.34'	S28° 18' 18"E	X=500122.200 Y=1306325.780	X=500134.217 Y=1306303.465
P5	30.17'	S34° 28' 59"E	X=500366.098 Y=1305853.107	X=500383.178 Y=1305828.240	P14	1233.03'	S0° 33' 22"W	X=500134.166 Y=1307558.753	X=500122.200 Y=1306325.780
P6	30.44'	S34° 28' 59"E	X=500372.238 Y=1305857.416	X=500389.473 Y=1305832.322	P15	647.71'	S4° 15' 48"W	X=500182.318 Y=1308204.672	X=500134.166 Y=1307558.753
P7	16.51'	S35° 03' 48"E	X=500341.281 Y=1305880.290	X=500350.764 Y=1305866.779	P16	314.40'	S1° 59' 19"W	X=500187.016 Y=1308529.299	X=500176.106 Y=1308215.084
P8	15.23'	S35° 03' 48"E	X=500349.791 Y=1305884.702	X=500358.540 Y=1305872.237	P17	47.05'	S1° 59' 17"W	X=500188.648 Y=1308576.320	X=500187.016 Y=1308529.299
P9	91.27'	S19° 44' 15"E	X=500310.457 Y=1305966.203	X=500341.281 Y=1305880.290	P18	1635.84'	S0° 28' 49"W	X=500208.111 Y=1310222.099	X=500194.397 Y=1308586.319

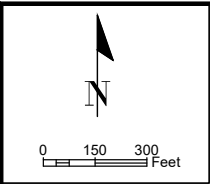
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NOTE: P1, P2, P3, AND P16 REFLECT EXISTING CULVERTS THAT ARE TO REMAIN

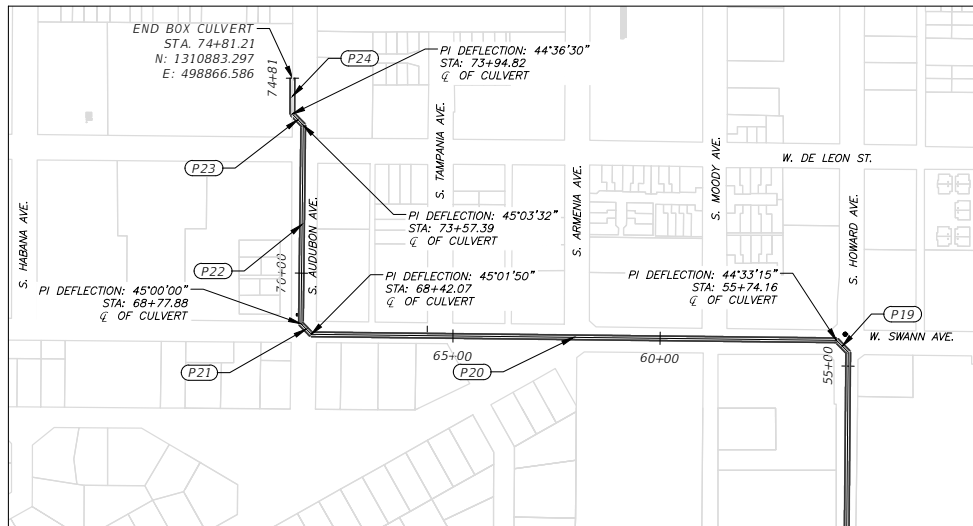


AtkinsRéalis		APPROVED BY:		No.		DATE		REVISIONS		DES: CC, AD DRN: AD CKD: CC DATE: 6/26/26		CITY of TAMPA Mobility Department Stormwater Engineering Division		SOUTH HOWARD FLOOD RELIEF PROJECT BOX CULVERT LAYOUT		SHEET 13 OF 337	
4030 W. BOY SCOUT BLVD. SUITE 700 TAMPA, FL 33607-1712		CHRISTIAN E. CHANDLER, P.E. LICENSE NUMBER: 93449 ATKINSREALIS 4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712		3													
				2													
				1													

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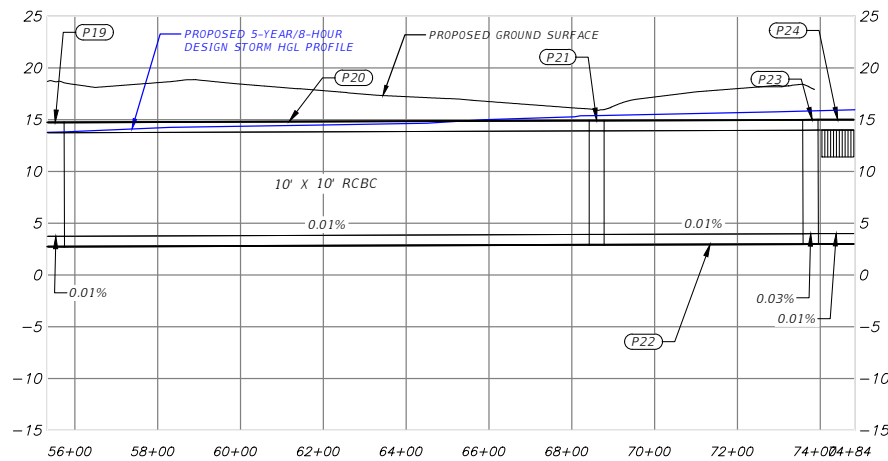


NOTE: THE ALIGNMENT STARTING AT 10+00 FOLLOWS THE CENTERLINE OF THE PROPOSED BOX CULVERT AND IS INTENDED TO REFER TO LENGTH OF CULVERT.

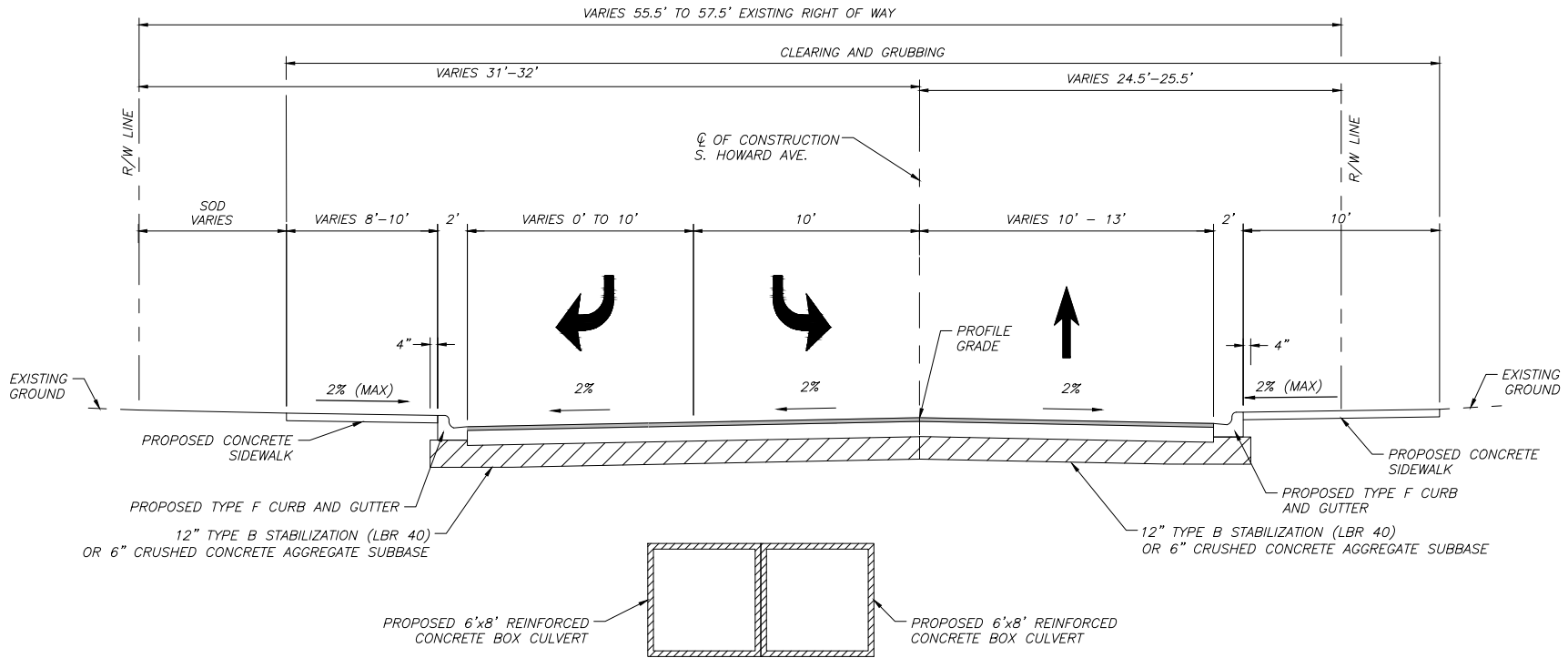


CULVERT GEOMETRIC DATA					
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P19	40.39'	S44° 31' 11"E	X=500179.790	Y=1310250.898	X=500208.111 Y=1310222.099
P20	1268.02'	S89° 21' 34"E	X=498911.849	Y=1310265.071	X=500179.790 Y=1310250.898
P21	35.81'	S44° 19' 45"E	X=498886.823	Y=1310290.690	X=498911.849 Y=1310265.071
P22	479.51'	N0° 40' 15"E	X=498886.823	Y=1310290.690	X=498892.438 Y=1310770.166
P23	37.43'	N44° 23' 17"W	X=498892.438	Y=1310770.166	X=498866.253 Y=1310796.916
P24	86.38'	N0° 13' 13"E	X=498866.253	Y=1310796.916	X=498866.586 Y=1310883.297

NOTE: REFER TO SHEETS 167 AND 221 FOR SPECIAL CULVERT DETAILS WITHIN P24.



	APPROVED BY:	No.	DATE	REVISIONS	DES: CC, AD	 CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT BOX CULVERT LAYOUT	SHEET 14 OF 337
	CHRISTIAN E. CHANDLER, P.E.	3			DRN: AD			
	LICENSE NUMBER: 93449	2			CKD: CC			
	ATKINSREALIS	1			DATE: 6/26/26			
	4030 W. BOY SCOUT BLVD. SUITE 700 TAMPA, FL 33607-1712							
	DATE							
	4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712							



S. HOWARD AVE. - TYPICAL SECTION

N.T.S.

FROM STA. 102+12.80 TO STA. 105+03.88

DESIGN SPEED = 25 MPH (POSTED)

ROADWAY CLASSIFICATION = MINOR ARTERIAL (URBAN)

PROPOSED PAVEMENT STRUCTURE

1.5" TYPE SP-9.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

2" TYPE SP-12.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

OPTIONAL BASE GROUP 9

PERMITTED OPTIONAL BASE COURSES (GROUP 9):

6" TYPE B-12.5 ASPHALT CONCRETE BASE COURSE OR

10" RECYCLED CONCRETE AGGREGATE (LBR 150)

AtkinsRéalis

APPROVED BY:

MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.

DATE

REVISIONS

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1

DES: MH

DRN: DL/FP/TS

CKD: MH

DATE: 6/26/26

CITY of TAMPA

Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

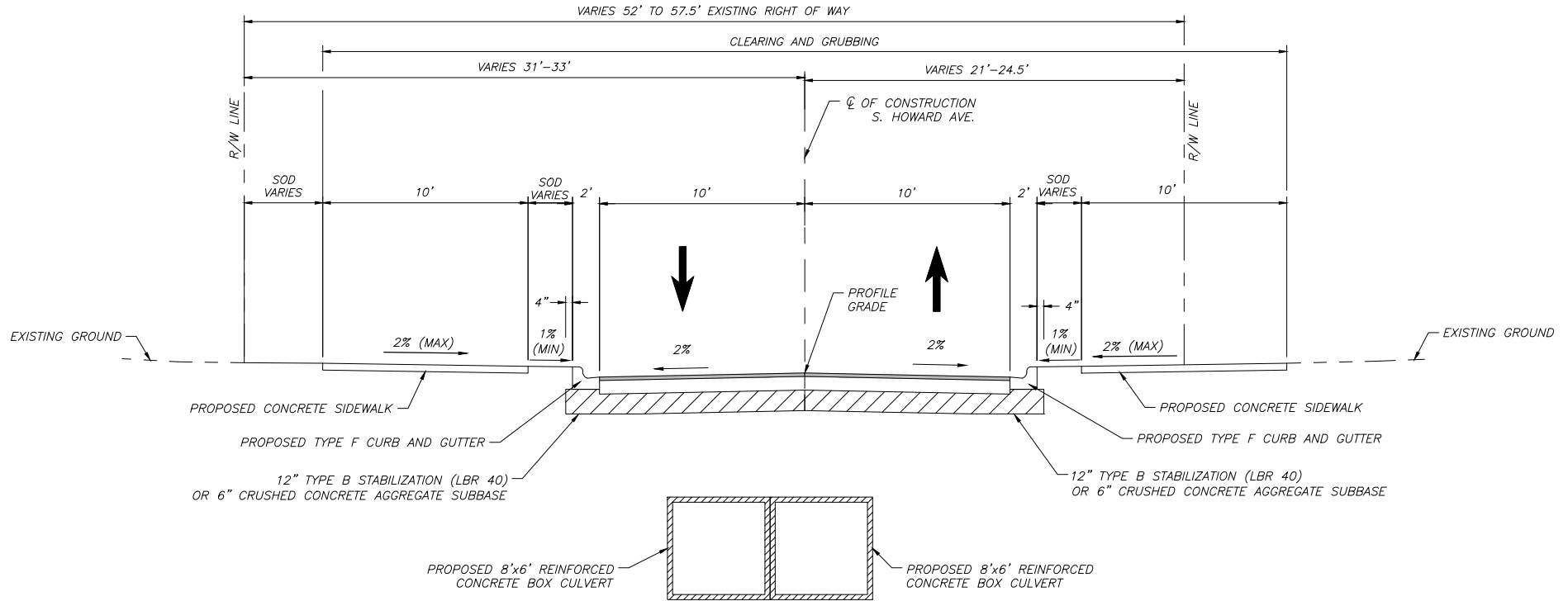
S. HOWARD AVE - TYPICAL SECTION

SHEET

85

OF 337

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S. HOWARD AVE. - TYPICAL SECTION

N.T.S.

FROM STA. 105+03.88 TO STA. 106+14.79

DESIGN SPEED = 25 MPH (POSTED)

ROADWAY CLASSIFICATION = MINOR ARTERIAL (URBAN)

PROPOSED PAVEMENT STRUCTURE

1.5" TYPE SP-9.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

2" TYPE SP-12.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

OPTIONAL BASE GROUP 9

PERMITTED OPTIONAL BASE COURSES (GROUP 9):

6" TYPE B-12.5 ASPHALT CONCRETE BASE COURSE OR

10" RECYCLED CONCRETE AGGREGATE (LBR 150)



APPROVED BY:

MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.

DATE

REVISIONS

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DES: MH

DRN: DL/FP/TS

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CITY of TAMPA

Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE - TYPICAL SECTION

SHEET

86

OF 337

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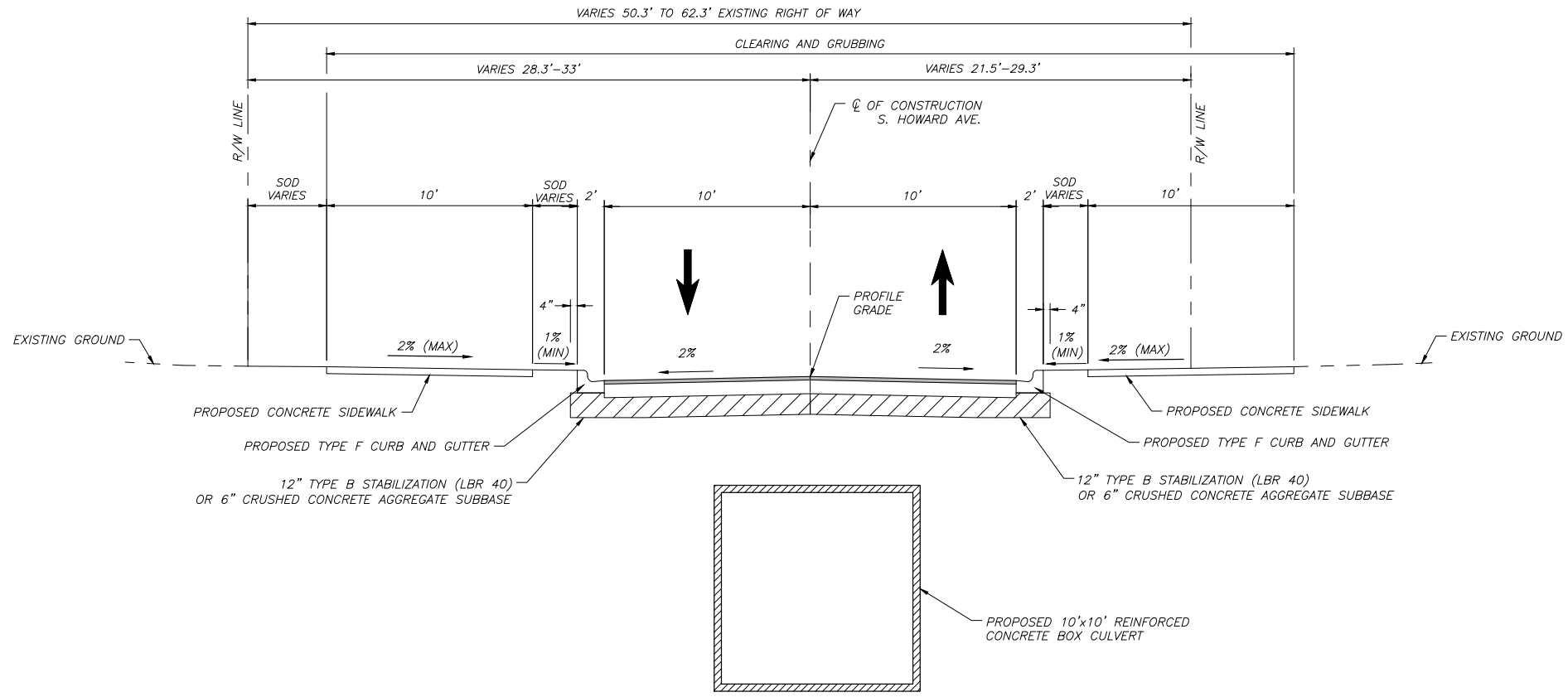
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PLOT STYLE: ATKINS 1.STB



S. HOWARD AVE. – TYPICAL SECTION

N.T.S.
FROM STA. 106+14.79 TO STA. 106+91.09
DESIGN SPEED = 25 MPH (POSTED)
ROADWAY CLASSIFICATION = MINOR ARTERIAL (URBAN)

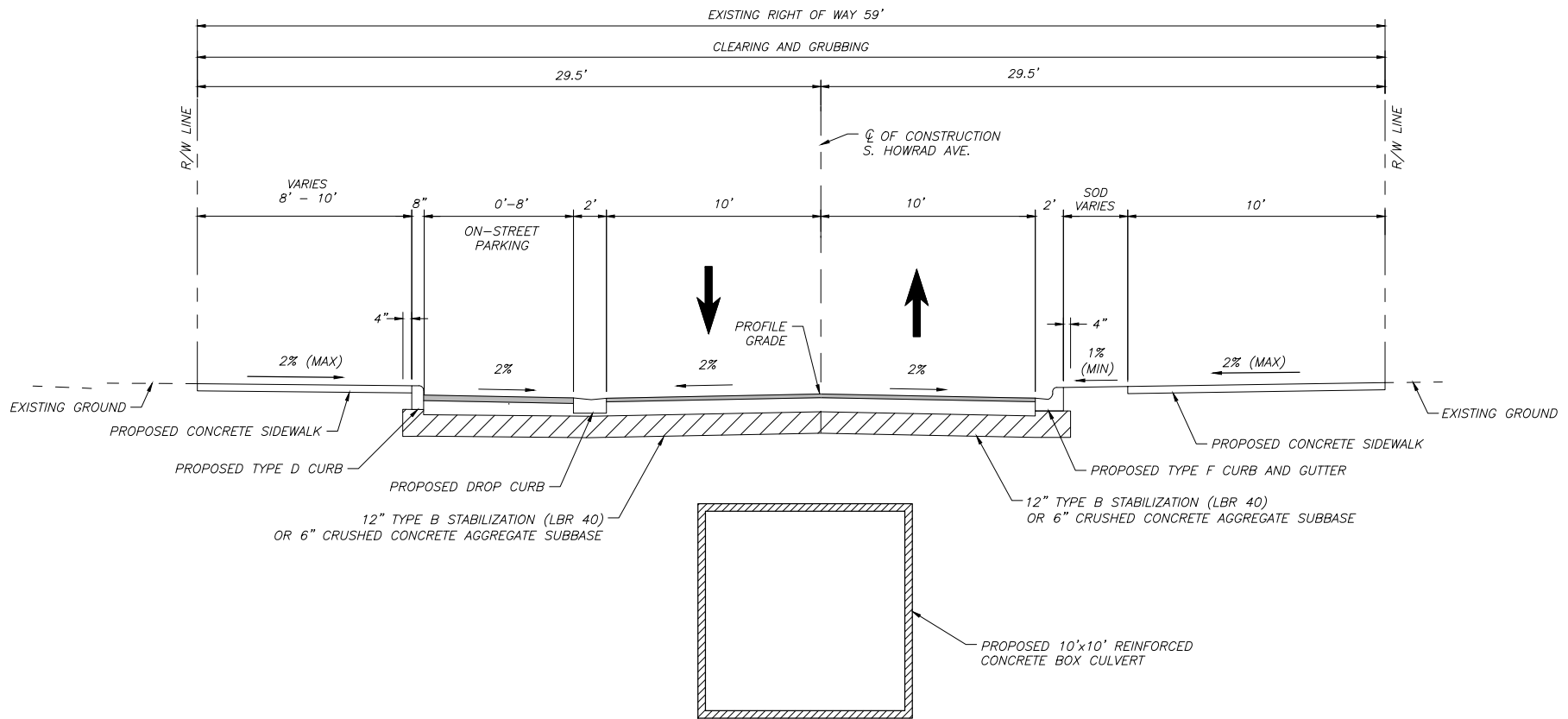
PROPOSED PAVEMENT STRUCTURE

- 1.5" TYPE SP-9.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)
- 2" TYPE SP-12.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)
- OPTIONAL BASE GROUP 9
- PERMITTED OPTIONAL BASE COURSES (GROUP 9):
- 6" TYPE B-12.5 ASPHALT CONCRETE BASE COURSE OR
- 10" RECYCLED CONCRETE AGGREGATE (LBR 150)

	APPROVED BY: MICHAEL A. HARTMAN, P.E. LICENSE NUMBER: 88595 ATKINSREALIS 4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712	DATE	No.	DATE	REVISIONS	DES: MH	 CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT S. HOWARD AVE - TYPICAL SECTION	SHEET 87 OF 337
			3			DRN: DL/FP/TS			
			2			CKD: MH			
			1			DATE: 6/26/26			

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S. HOWARD AVE. - TYPICAL SECTION

N.T.S.

FROM STA. 106+91.09 TO STA. 107+80.83

DESIGN SPEED = 25 MPH

ROADWAY CLASSIFICATION = MINOR ARTERIAL (URBAN)

PROPOSED PAVEMENT STRUCTURE

1.5" TYPE SP-9.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

2" TYPE SP-12.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

OPTIONAL BASE GROUP 9

PERMITTED OPTIONAL BASE COURSES (GROUP 9):

6" TYPE B-12.5 ASPHALT CONCRETE BASE COURSE OR

10" RECYCLED CONCRETE AGGREGATE (LBR 150)



APPROVED BY:

MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

DATE

No.

DATE

REVISIONS

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DES: MH

DRN: DL/FP/TS

CKD: MH

DATE: 6/26/26

CITY of TAMPA

Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE - TYPICAL SECTION

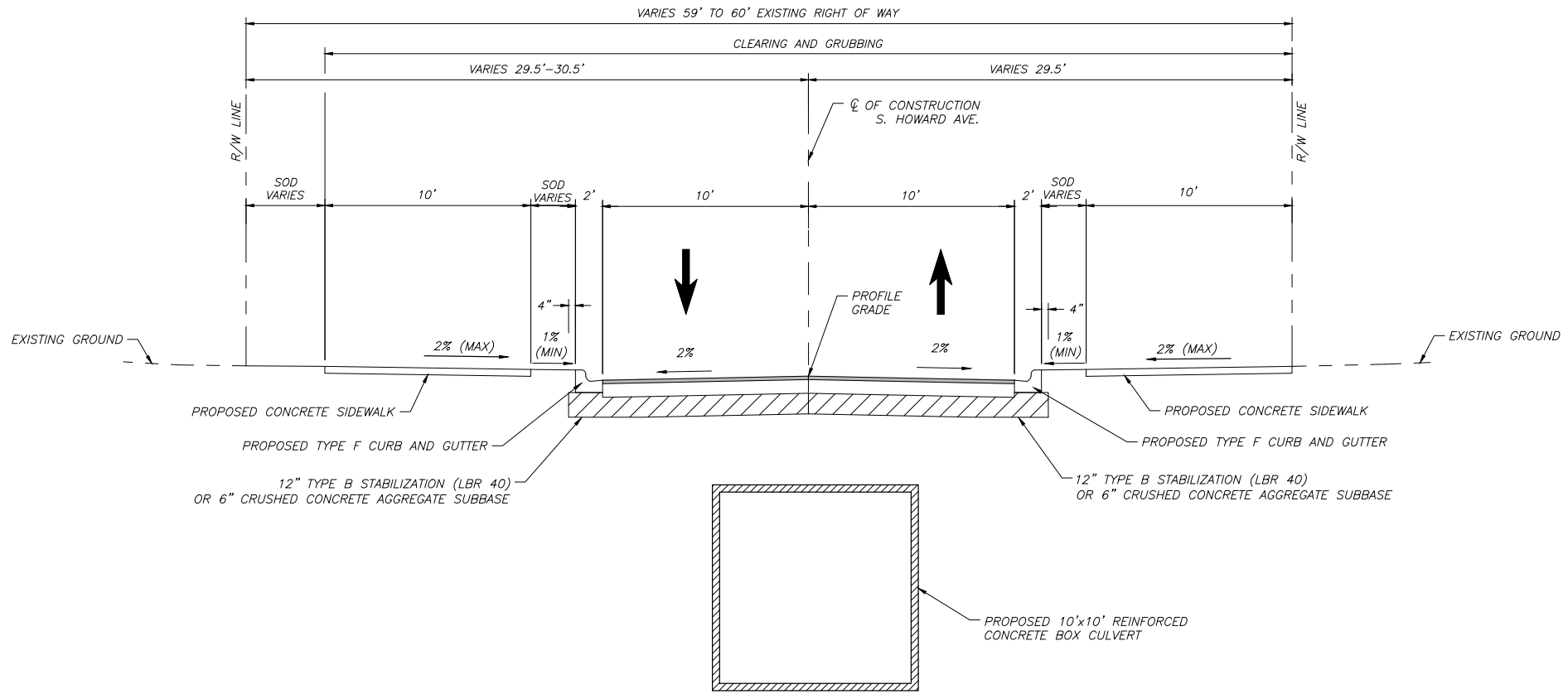
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88

OF 337

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S. HOWARD AVE. – TYPICAL SECTION

N.T.S.

FROM STA. 107+80.83 TO STA. 112+49.10
DESIGN SPEED = 25 MPH (POSTED)
ROADWAY CLASSIFICATION = MINOR ARTERIAL (URBAN)

PROPOSED PAVEMENT STRUCTURE

1.5" TYPE SP-9.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)
2" TYPE SP-12.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)
OPTIONAL BASE GROUP 9
PERMITTED OPTIONAL BASE COURSES (GROUP 9):
6" TYPE B-12.5 ASPHALT CONCRETE BASE COURSE OR
10" RECYCLED CONCRETE AGGREGATE (LBR 150)



APPROVED BY: _____
MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
3		
2		
1		

DES: MH
DRN: DL/FP/TS
CKD: MH
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

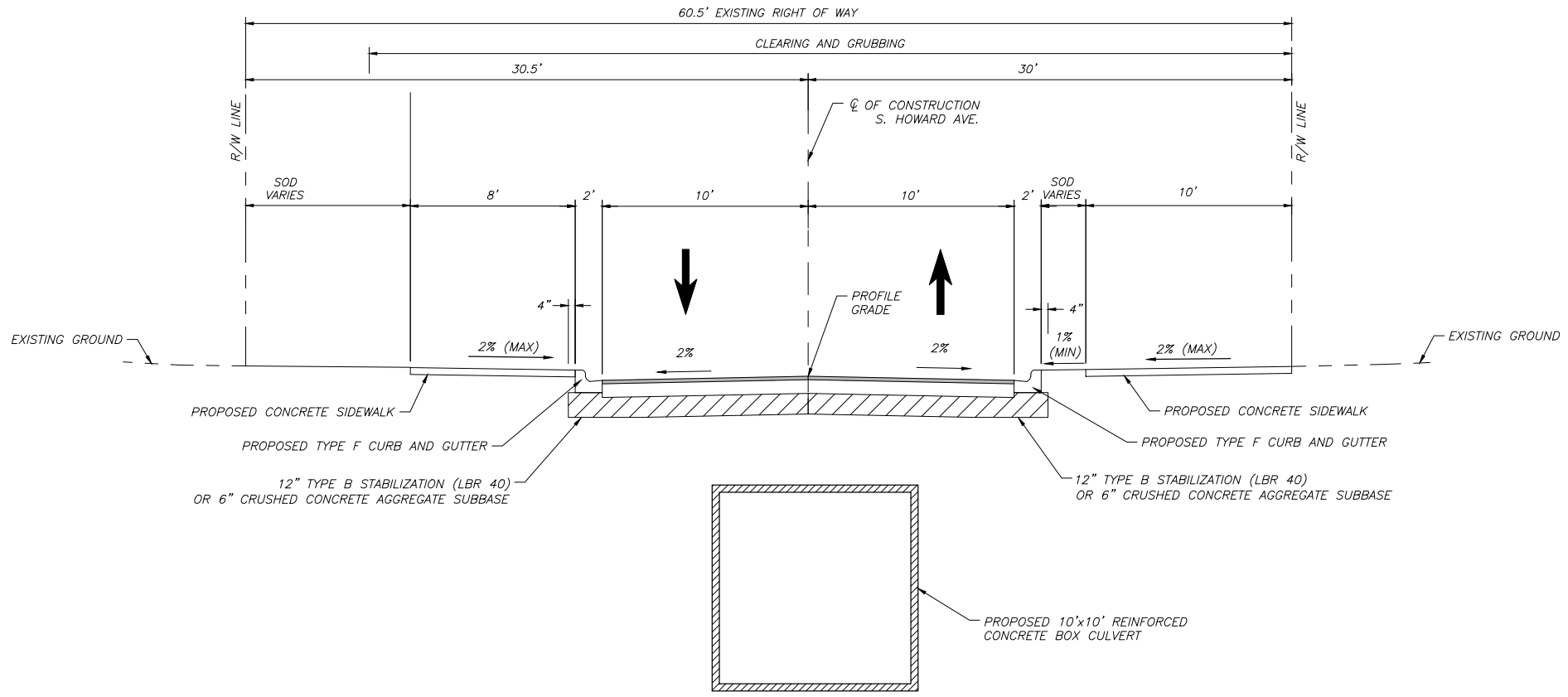
SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE - TYPICAL SECTION

SHEET
89
OF 337

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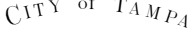
S. HOWARD AVE. – TYPICAL SECTION

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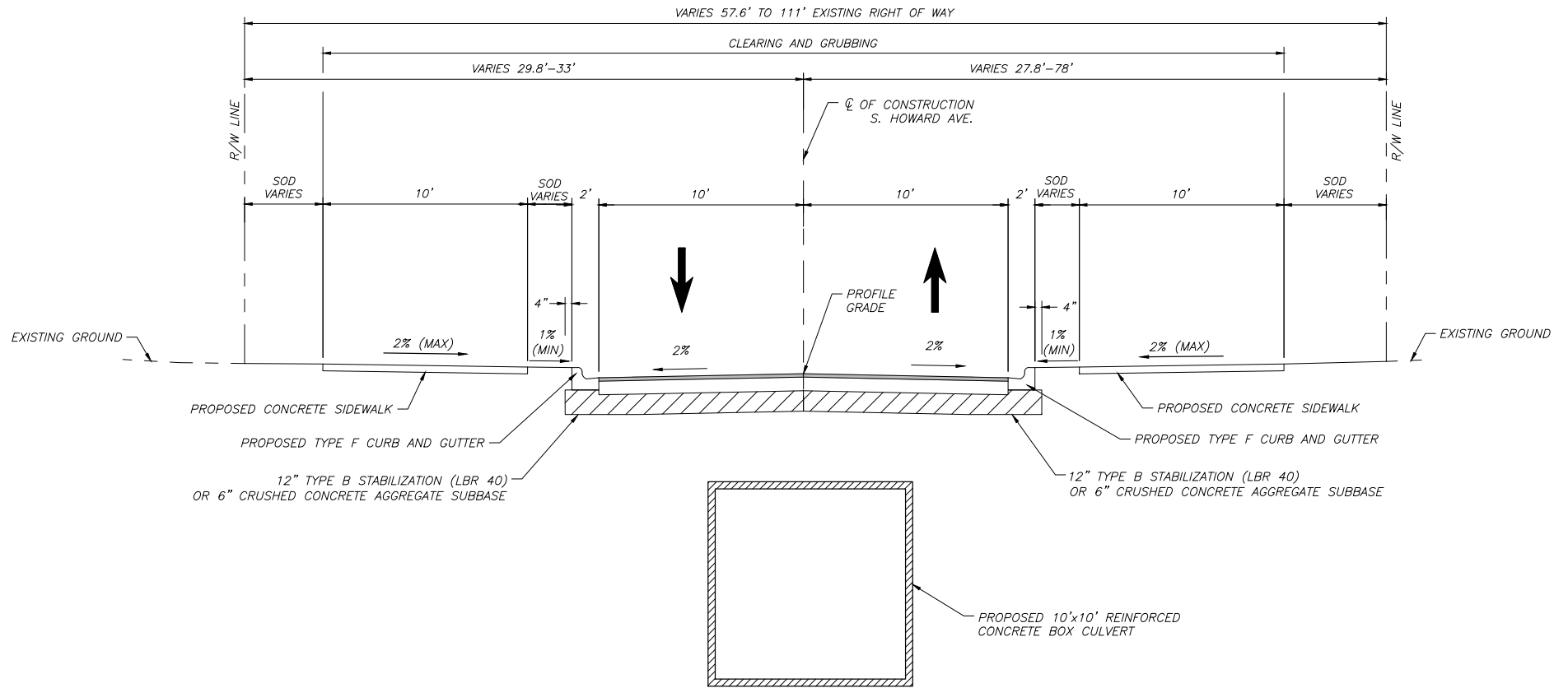
FROM STA. 112+49.10 TO STA. 113+27.44
DESIGN SPEED = 25 MPH (POSTED)
ROADWAY CLASSIFICATION = MINOR ARTERIAL (URBAN)

PROPOSED PAVEMENT STRUCTURE

- 1.5" TYPE SP-9.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)
- 2" TYPE SP-12.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)
- OPTIONAL BASE GROUP 9
- PERMITTED OPTIONAL BASE COURSES (GROUP 9):
- 6" TYPE B-12.5 ASPHALT CONCRETE BASE COURSE OR
- 10" RECYCLED CONCRETE AGGREGATE (LBR 150)

 4030 W. BOY SCOUT BLVD. SUITE 700 TAMPA, FL 33607-1712	APPROVED BY:	No.	DATE	REVISIONS	DES: MH	 Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT S. HOWARD AVE - TYPICAL SECTION	SHEET 90 OF 337
	MICHAEL A. HARTMAN, P.E.	3			DRN: DL/FP/TS			
	LICENSE NUMBER: 88595	2			CKD: MH			
	ATKINSREALIS	1			DATE: 6/26/26			
	4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712							

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PLOT STYLE: ATKINS 1.STB



S. HOWARD AVE. – TYPICAL SECTION

N.T.S.

FROM STA. 113+27.44 TO STA. 120+94.05
DESIGN SPEED = 25 MPH (POSTED)
ROADWAY CLASSIFICATION = MINOR ARTERIAL (URBAN)

PROPOSED PAVEMENT STRUCTURE

1.5" TYPE SP-9.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)
2" TYPE SP-12.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)
OPTIONAL BASE GROUP 9
PERMITTED OPTIONAL BASE COURSES (GROUP 9):
6" TYPE B-12.5 ASPHALT CONCRETE BASE COURSE OR
10" RECYCLED CONCRETE AGGREGATE (LBR 150)



APPROVED BY: _____
MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
3		
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DES: MH
DRN: DL/FP/TS
CKD: MH
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE - TYPICAL SECTION

SHEET
91
OF 337

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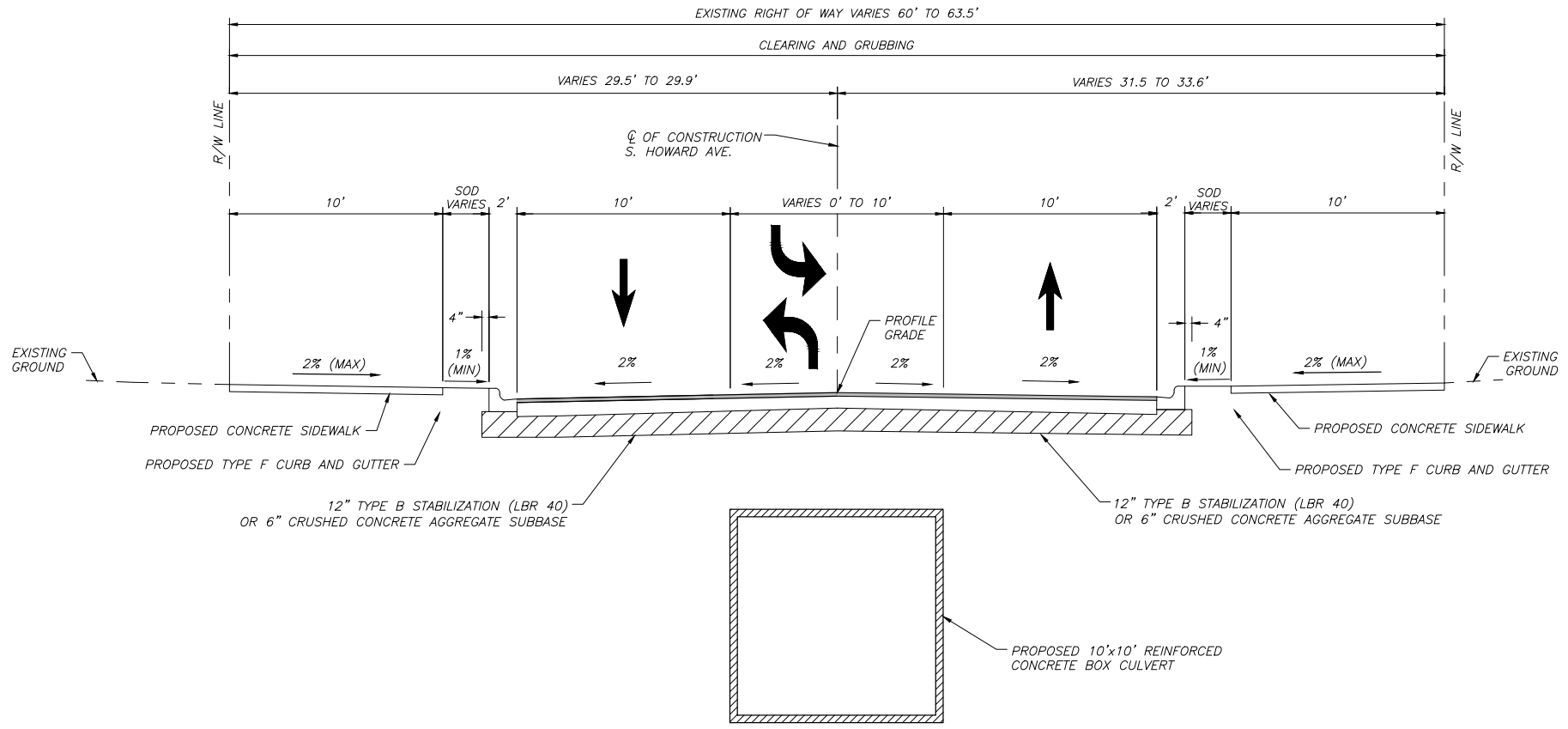
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FILE NAME: TFS001.dwg

PLOT TIME: 6/26/2026 5:30 PM

PLOT STYLE: ATKINS 1.STB



S. HOWARD AVE. - TYPICAL SECTION

N.T.S.

FROM STA. 120+94.05 TO STA. 127+71.14

DESIGN SPEED = 25 MPH (POSTED)

ROADWAY CLASSIFICATION = MINOR ARTERIAL (URBAN)

PROPOSED PAVEMENT STRUCTURE

1.5" TYPE SP-9.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

2" TYPE SP-12.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

OPTIONAL BASE GROUP 9

PERMITTED OPTIONAL BASE COURSES (GROUP 9):

6" TYPE B-12.5 ASPHALT CONCRETE BASE COURSE OR

10" RECYCLED CONCRETE AGGREGATE (LBR 150)



APPROVED BY: _____
MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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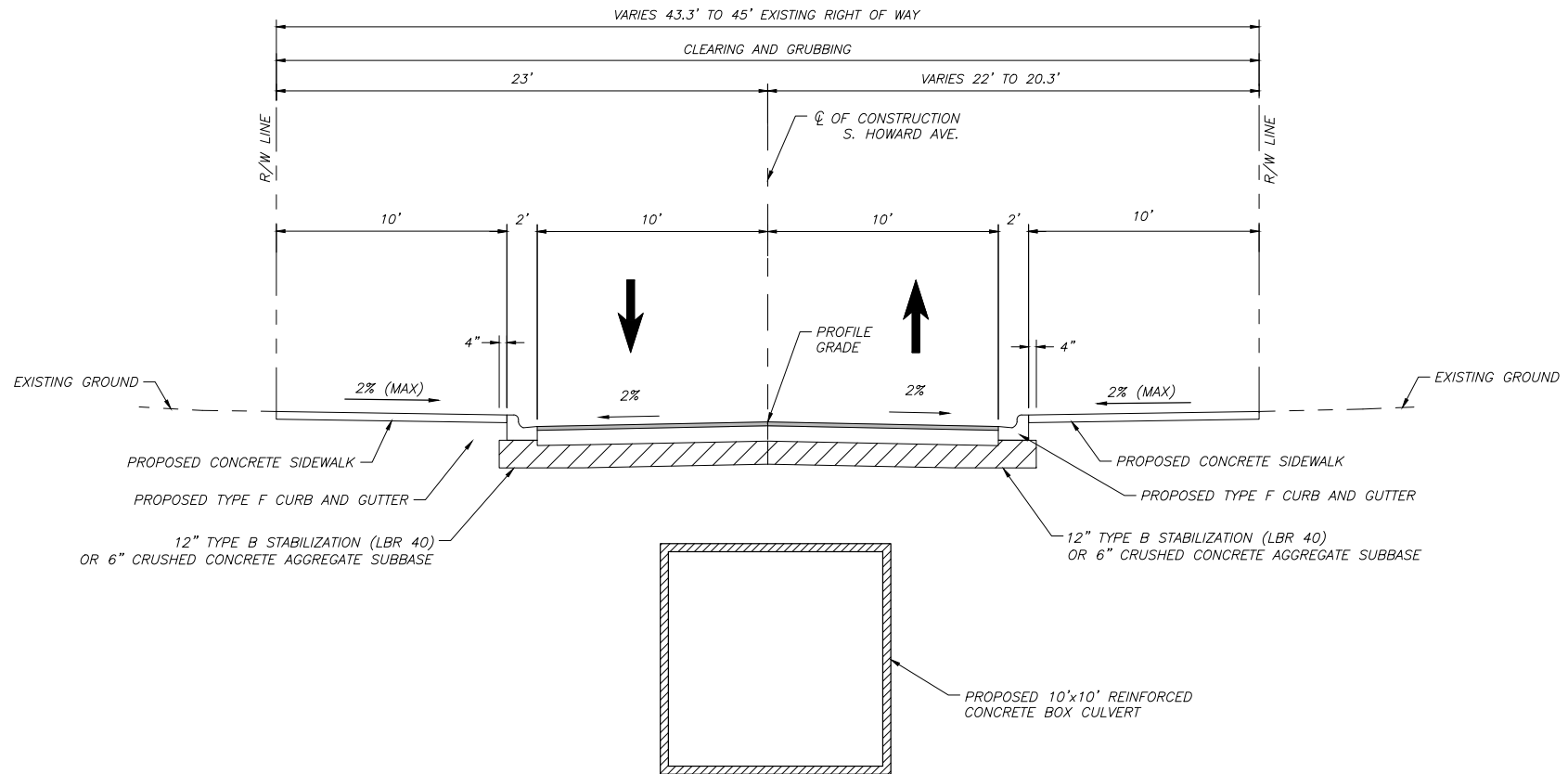
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DRN: DL/FP/TS
CKD: MH
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
S. HOWARD AVE - TYPICAL SECTION

SHEET
92
OF 337

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S. HOWARD AVE. – TYPICAL SECTION

N.T.S.

FROM STA. 127+71.14 TO STA. 132+98.99

DESIGN SPEED = 25 MPH (POSTED)

ROADWAY CLASSIFICATION = MINOR ARTERIAL (URBAN)

PROPOSED PAVEMENT STRUCTURE

1.5" TYPE SP-9.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

2" TYPE SP-12.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

OPTIONAL BASE GROUP 9

PERMITTED OPTIONAL BASE COURSES (GROUP 9):

6" TYPE B-12.5 ASPHALT CONCRETE BASE COURSE OR

10" RECYCLED CONCRETE AGGREGATE (LBR 150)

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APPROVED BY:

MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.

DATE

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DES: MH

DRN: DL/FP/TS

CKD: MH

DATE: 6/26/26

CITY of TAMPA

Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE - TYPICAL SECTION

SHEET

93

OF 337

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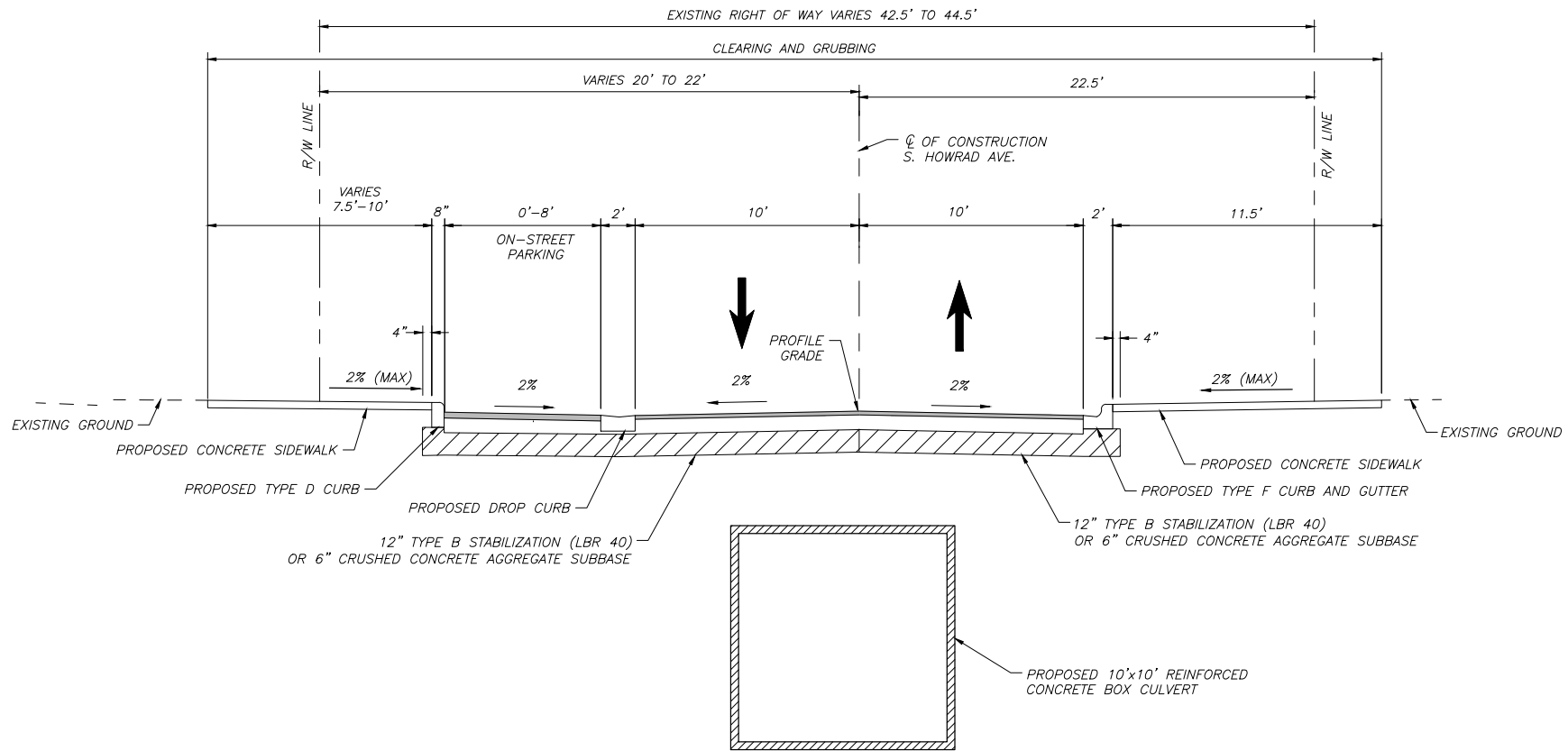
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FILE NAME: TFS6001.dwg

PLOT STYLE: ATKINS 1.STB

PLOT TIME: 6/26/2026 5:31 PM



S. HOWARD AVE. - TYPICAL SECTION

N.T.S.

FROM STA. 132+98.99 TO STA. 133+78.28
FROM STA. 135+28.25 TO STA. 135+78.60

DESIGN SPEED = 25 MPH
ROADWAY CLASSIFICATION = MINOR ARTERIAL (URBAN)

PROPOSED PAVEMENT STRUCTURE

1.5" TYPE SP-9.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)
2" TYPE SP-12.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)
OPTIONAL BASE GROUP 9
PERMITTED OPTIONAL BASE COURSES (GROUP 9):
6" TYPE B-12.5 ASPHALT CONCRETE BASE COURSE OR
10" RECYCLED CONCRETE AGGREGATE (LBR 150)



APPROVED BY: _____ DATE _____
MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: MH
DRN: DL/FP/TS
CKD: MH
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

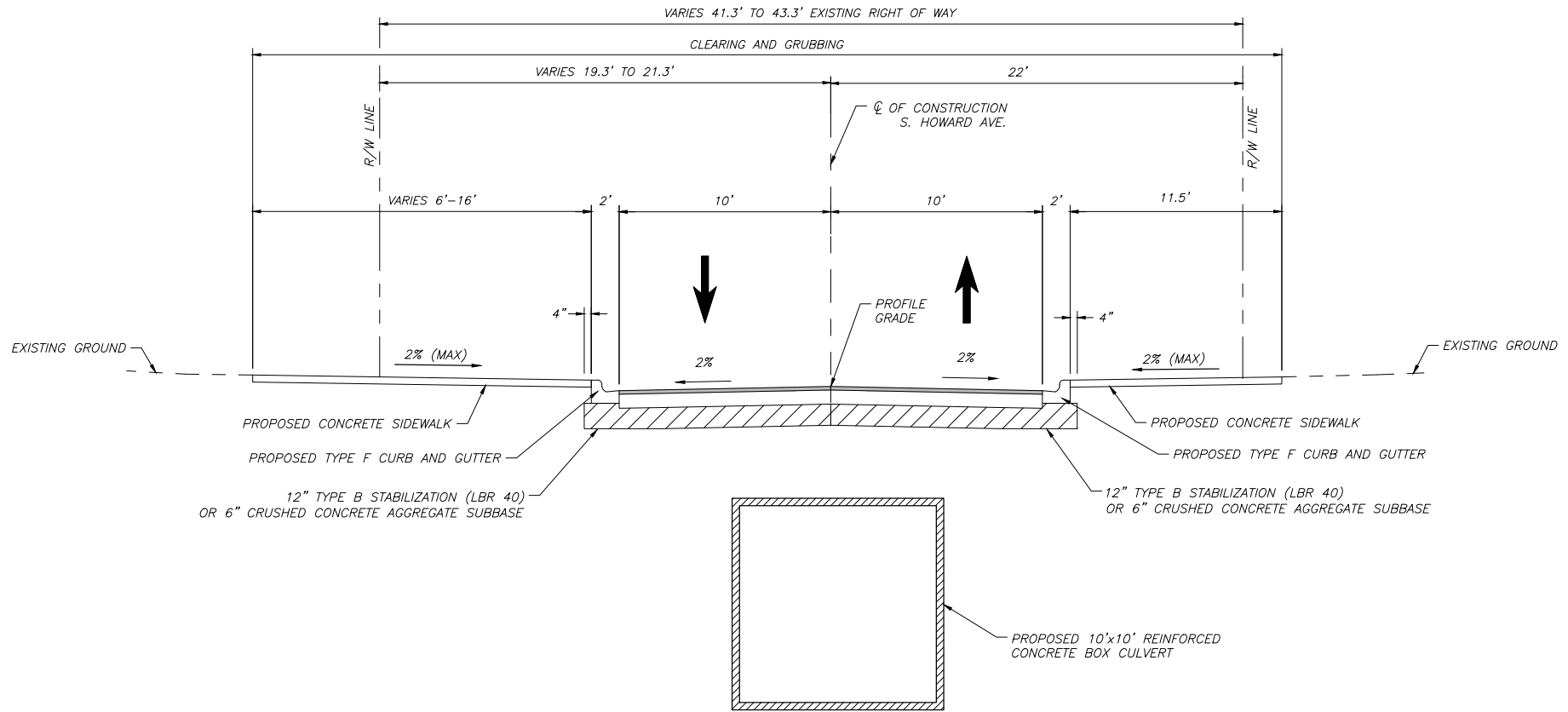
SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE - TYPICAL SECTION

SHEET
94
OF 337

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PLOT TIME: 6/26/2026 5:31 PM
PLOT STYLE: ATKINS 1.STB



S. HOWARD AVE. – TYPICAL SECTION

N.T.S.
FROM STA. 133+78.28 TO STA. 135+28.25
FROM STA. 135+78.60 TO STA. 137+47.93
DESIGN SPEED = 25 MPH (POSTED)
ROADWAY CLASSIFICATION = MINOR ARTERIAL (URBAN)

PROPOSED PAVEMENT STRUCTURE

1.5" TYPE SP-9.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)
2" TYPE SP-12.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)
OPTIONAL BASE GROUP 9
PERMITTED OPTIONAL BASE COURSES (GROUP 9):
6" TYPE B-12.5 ASPHALT CONCRETE BASE COURSE OR
10" RECYCLED CONCRETE AGGREGATE (LBR 150)



APPROVED BY: _____
MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: MH
DRN: DL/FP/TS
CKD: MH
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

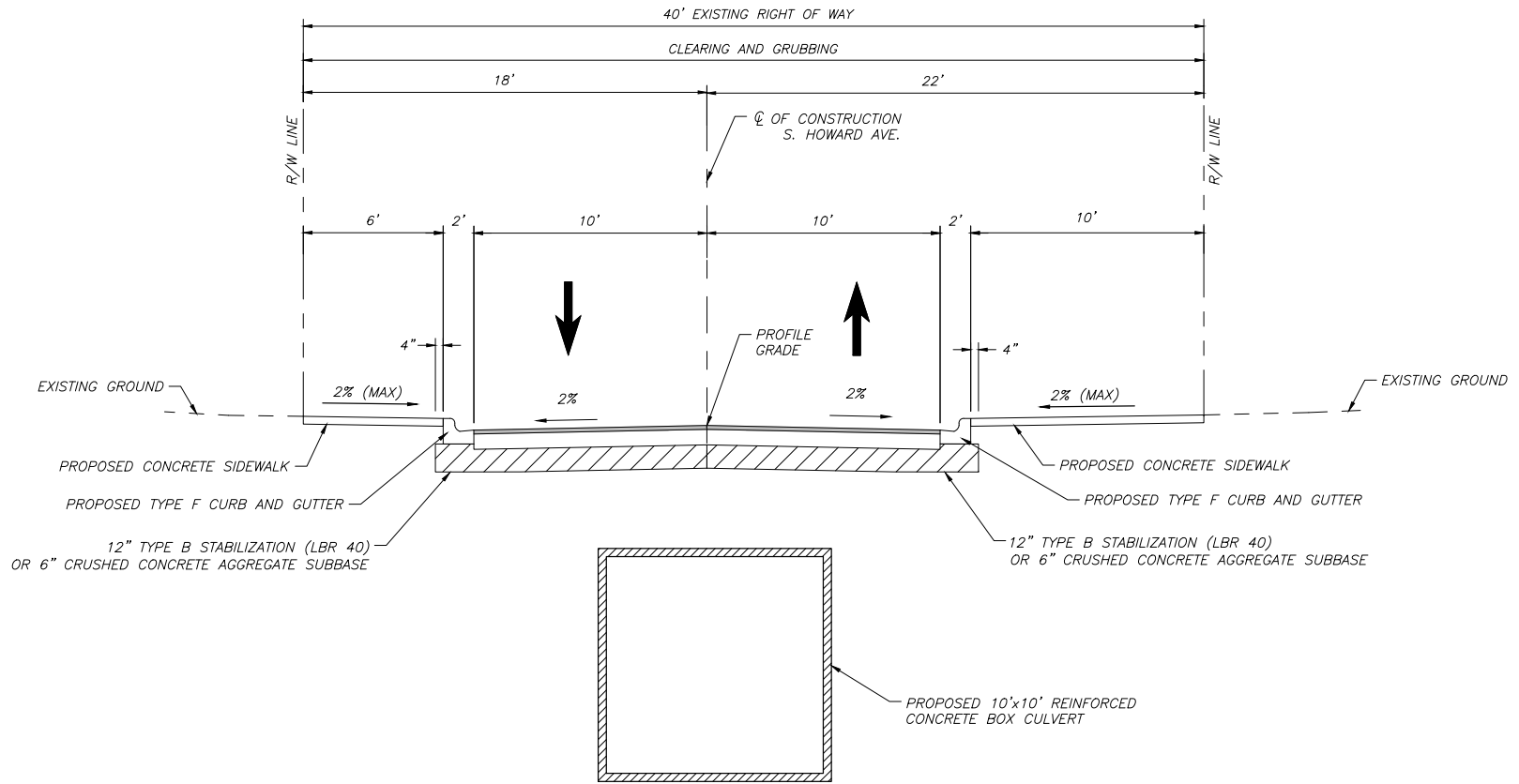
S. HOWARD AVE - TYPICAL SECTION

SHEET
95
OF 337

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PLOT TIME: 6/26/2026 5:31 PM
PLOT STYLE: ATKINS 1.STB



S. HOWARD AVE. – TYPICAL SECTION

N.T.S.

FROM STA. 137+47.93 TO STA. 141+43.41

DESIGN SPEED = 25 MPH (POSTED)

ROADWAY CLASSIFICATION = MINOR ARTERIAL (URBAN)

PROPOSED PAVEMENT STRUCTURE

1.5" TYPE SP-9.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

2" TYPE SP-12.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

OPTIONAL BASE GROUP 9

PERMITTED OPTIONAL BASE COURSES (GROUP 9):

6" TYPE B-12.5 ASPHALT CONCRETE BASE COURSE OR

10" RECYCLED CONCRETE AGGREGATE (LBR 150)



APPROVED BY:

MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.

DATE

REVISIONS

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DES: MH

DRN: DL/FP/TS

CKD: MH

DATE: 6/26/26

CITY of TAMPA

Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE - TYPICAL SECTION

SHEET

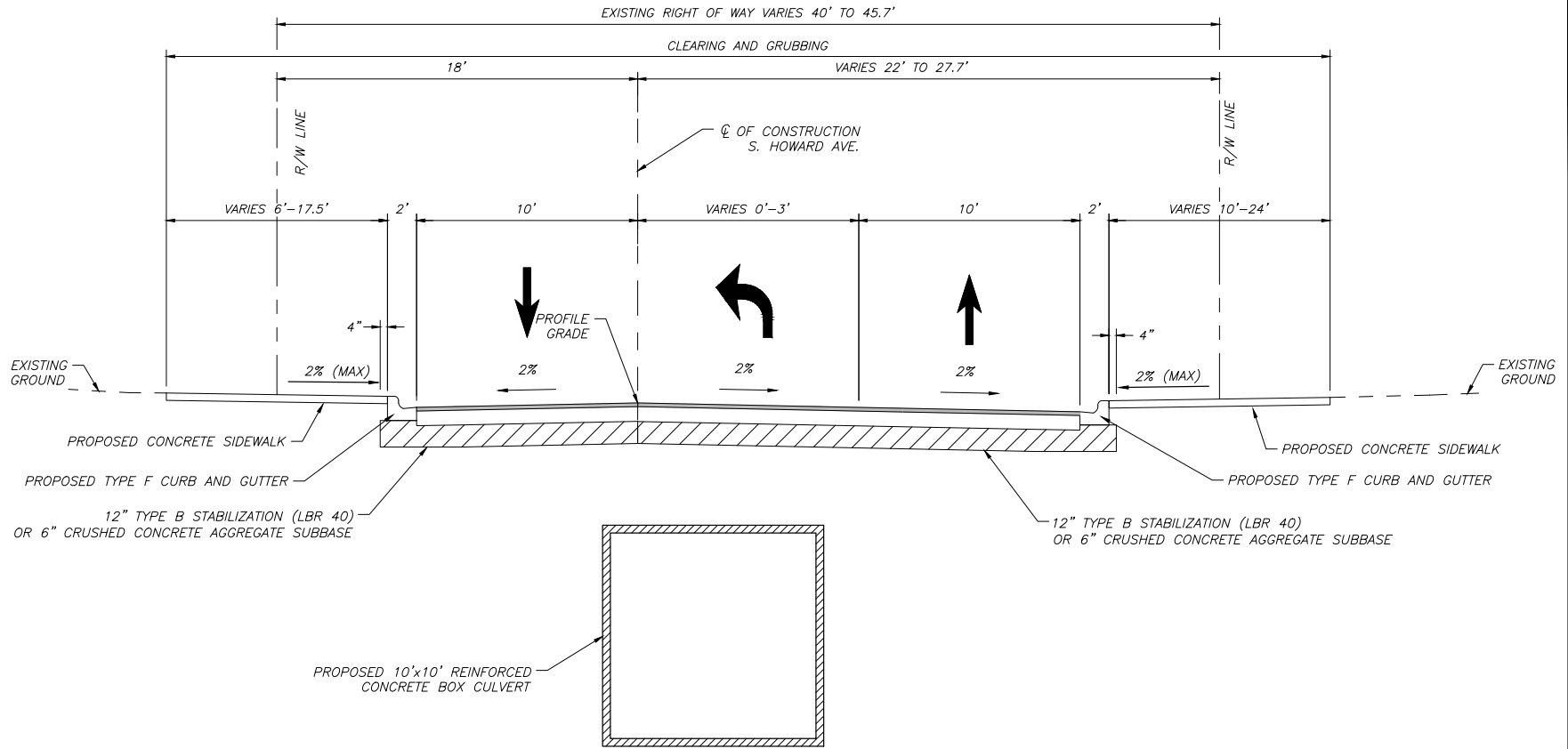
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OF 337

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PLOT STYLE: ATKINS 1.STB



S. HOWARD AVE. - TYPICAL SECTION

N.T.S.

FROM STA. 141+43.41 TO STA. 141+90.83

DESIGN SPEED = 25 MPH (POSTED)

ROADWAY CLASSIFICATION = MINOR ARTERIAL (URBAN)

PROPOSED PAVEMENT STRUCTURE

1.5" TYPE SP-9.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

2" TYPE SP-12.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

OPTIONAL BASE GROUP 9

PERMITTED OPTIONAL BASE COURSES (GROUP 9):

6" TYPE B-12.5 ASPHALT CONCRETE BASE COURSE OR

10" RECYCLED CONCRETE AGGREGATE (LBR 150)



APPROVED BY:

MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

DATE

No.

DATE

REVISIONS

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DES: MH

DRN: DL/FP/TS

CKD: MH

DATE: 6/26/26

CITY of TAMPA

Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE - TYPICAL SECTION

SHEET

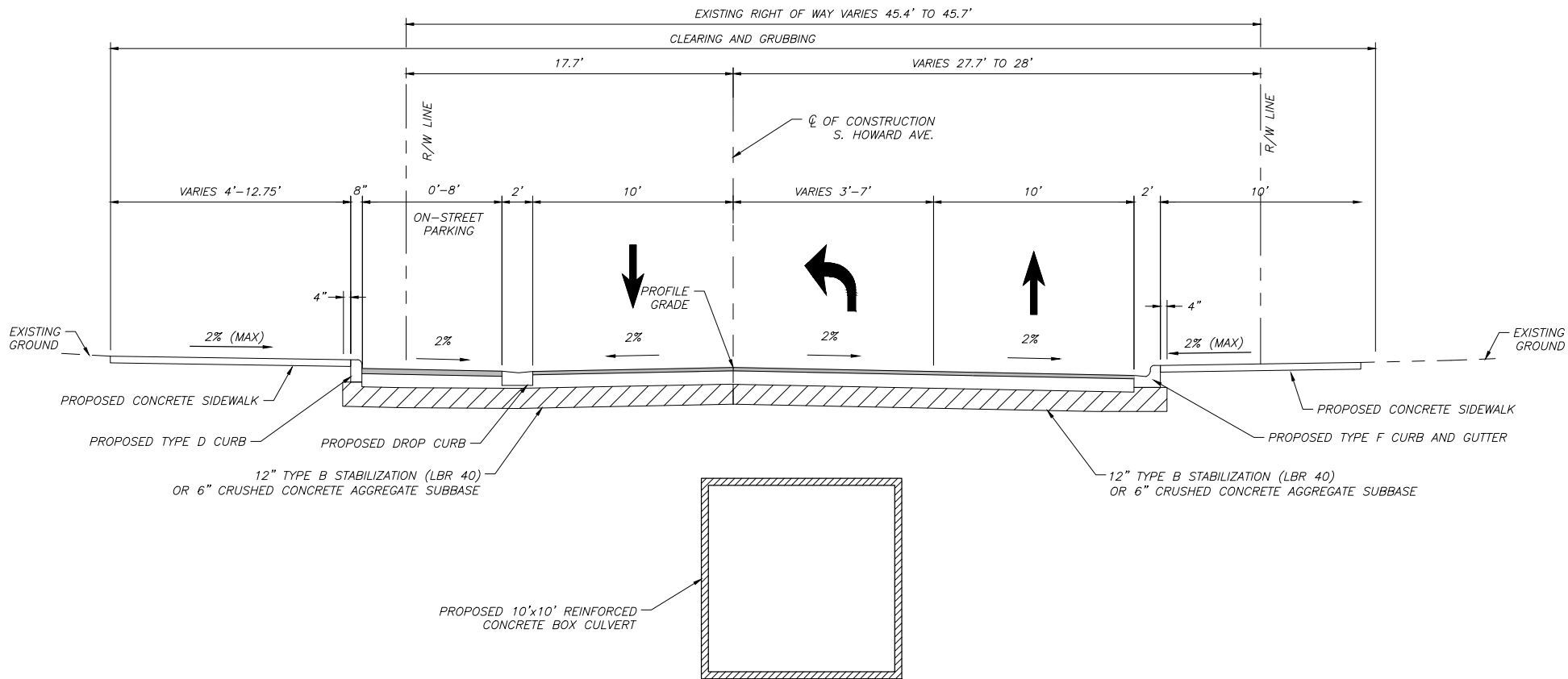
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OF 337

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FILE NAME: TFS6001.dwg

PLOT TIME: 6/26/2026 5:31 PM
PLOT STYLE: ATKINS 1.STB



S. HOWARD AVE. - TYPICAL SECTION

N.T.S.

FROM STA. 141+90.83 TO STA. 142+51.57

DESIGN SPEED = 25 MPH (POSTED)

ROADWAY CLASSIFICATION = MINOR ARTERIAL (URBAN)

PROPOSED PAVEMENT STRUCTURE

1.5" TYPE SP-9.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

2" TYPE SP-12.5 ASPHALT CONCRETE STRUCTURAL COURSE (TRAFFIC C)

OPTIONAL BASE GROUP 9

PERMITTED OPTIONAL BASE COURSES (GROUP 9):

6" TYPE B-12.5 ASPHALT CONCRETE BASE COURSE OR

10" RECYCLED CONCRETE AGGREGATE (LBR 150)



APPROVED BY:

MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.

DATE

REVISIONS

3

2

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DES: MH

DRN: DL/FP/TS

CKD: MH

DATE: 6/26/26

CITY of TAMPA

Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

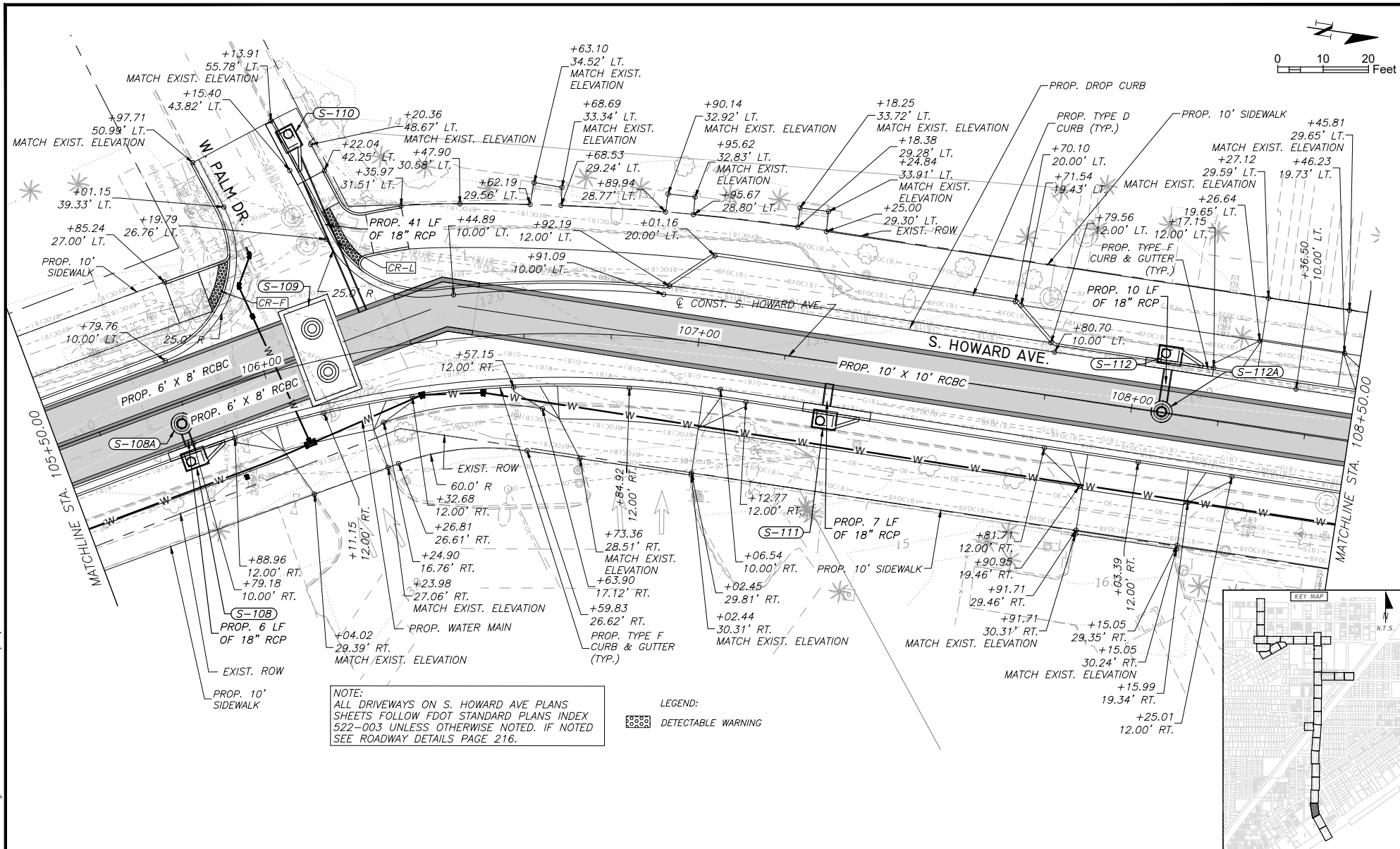
S. HOWARD AVE - TYPICAL SECTION

SHEET

98

OF 337

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NOTE:
ALL DRIVEWAYS ON S. HOWARD AVE PLANS
SHEETS FOLLOW FDOT STANDARD PLANS INDEX
522-003 UNLESS OTHERWISE NOTED. IF NOTED
SEE ROADWAY DETAILS PAGE 216.

LEGEND:
[Symbol] DETECTABLE WARNING

AtkinsRéalis

APPROVED BY:
MICHAEL A. HARTMAN, P.E.
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
3		
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DES: MH
DRN: DL/FP/TS
CKD: MH
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE - PLAN

SHEET
125
OF 337

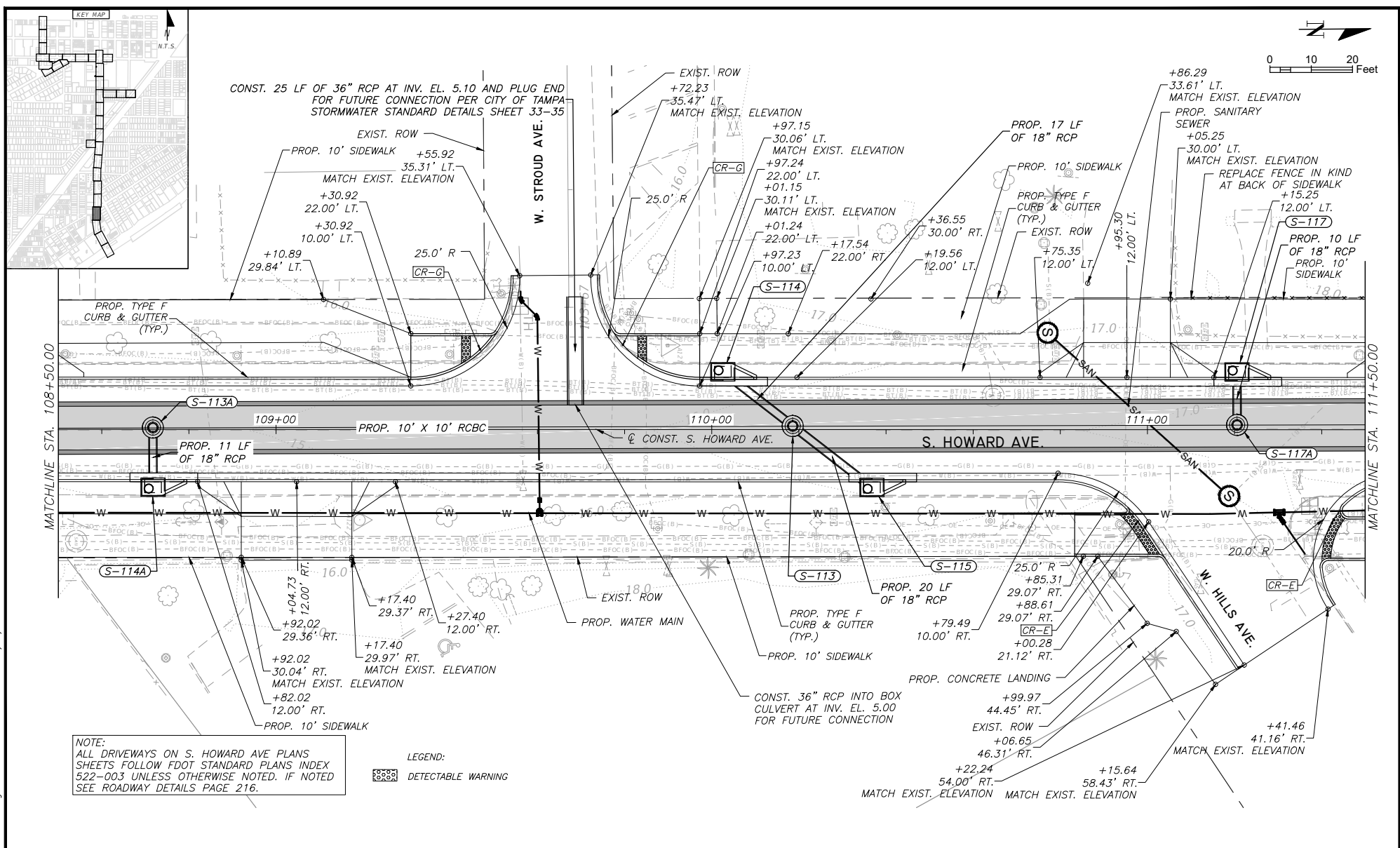
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PLOT STYLE: ATKINS.15TB



	APPROVED BY:		No.	DATE	REVISIONS	DES: MH DRN: DL/FP/TS CKD: MH DATE: 6/26/26	CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT S. HOWARD AVE - PLAN	SHEET 127 OF 337
	MICHAEL A. HARTMAN, P.E.		3						
	LICENSE NUMBER: 88595		2						
	ATKINSREALIS 4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712		1						

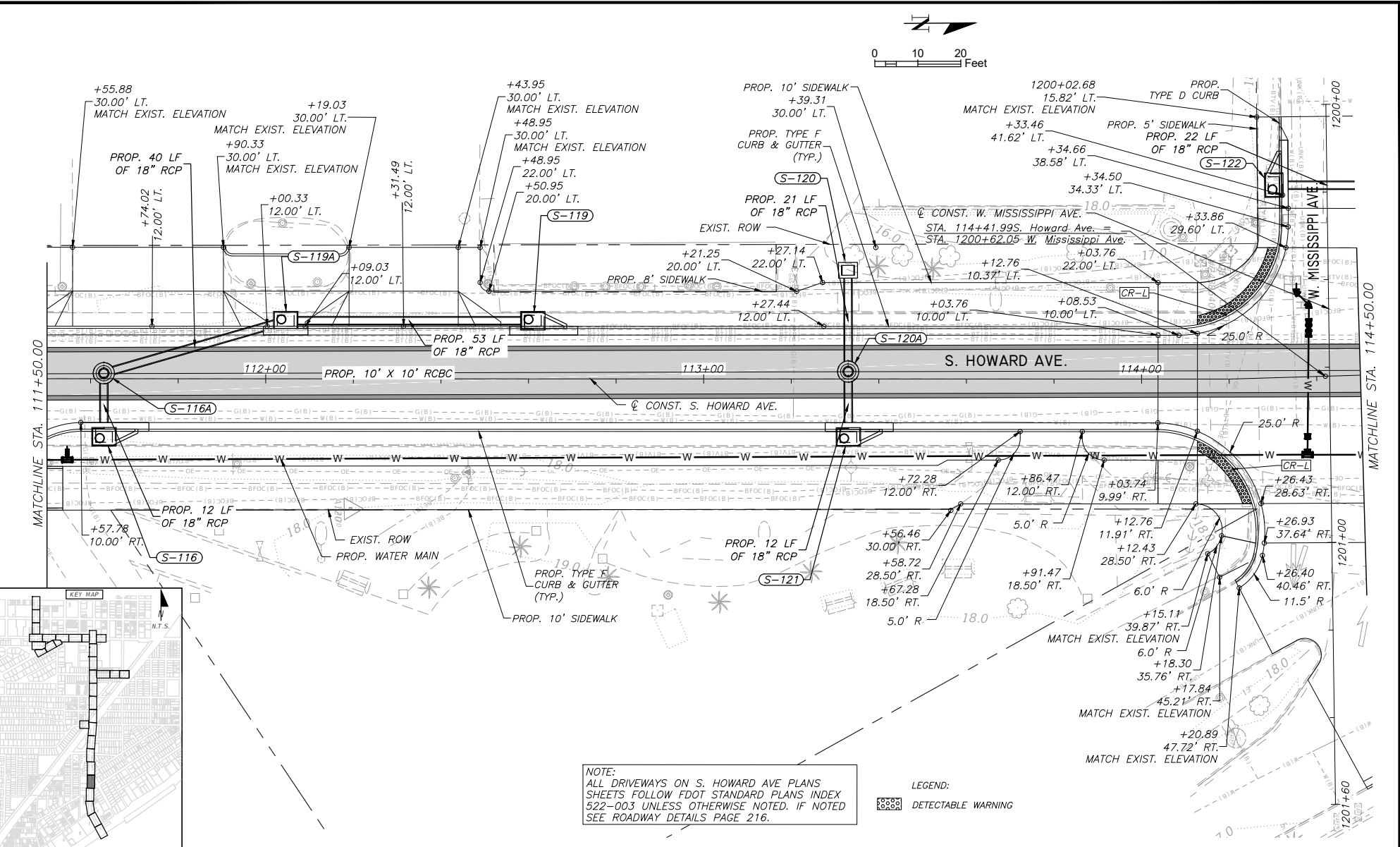
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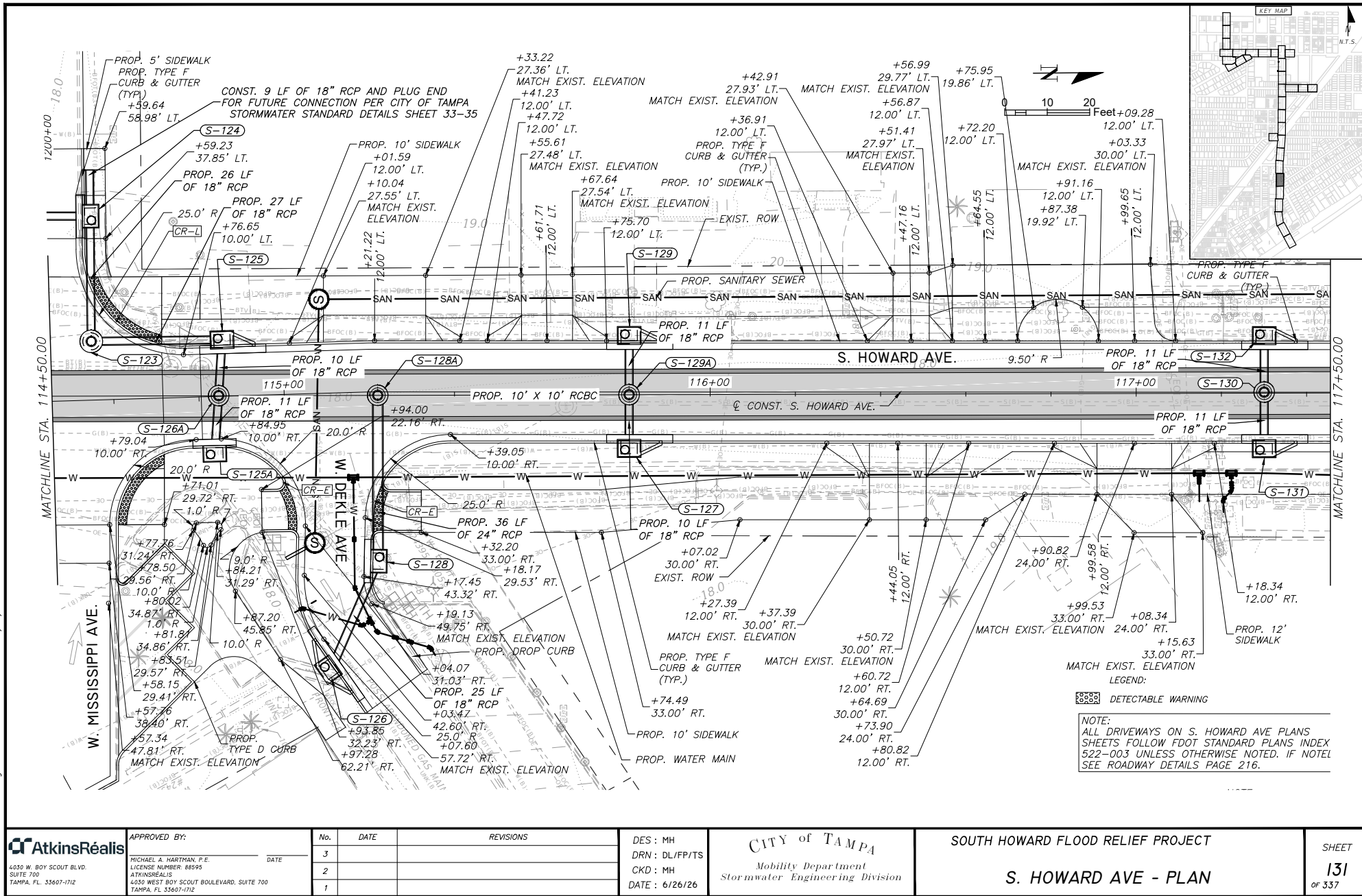
PLOT STYLE: ATKINS.15TB



NOTE:
ALL DRIVEWAYS ON S. HOWARD AVE PLANS
SHEETS FOLLOW FDOT STANDARD PLANS INDEX
522-003 UNLESS OTHERWISE NOTED. IF NOTED
SEE ROADWAY DETAILS PAGE 216.

LEGEND:
[Symbol] DETECTABLE WARNING

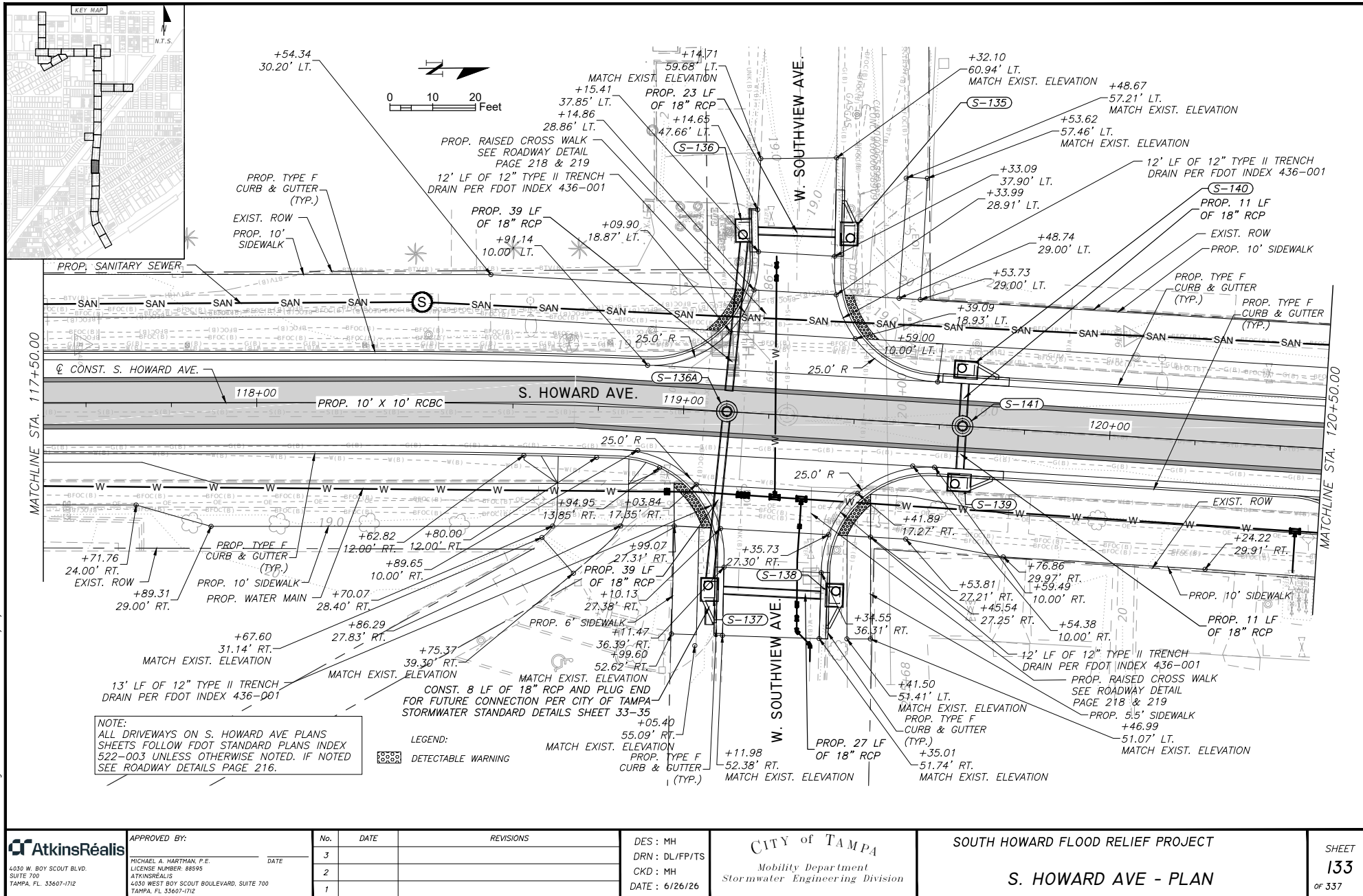
 4030 W. BOY SCOUT BLVD. SUITE 700 TAMPA, FL 33607-1712	APPROVED BY: _____	No.	DATE	REVISIONS	DES : MH	CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT	S. HOWARD AVE - PLAN	SHEET 129 OF 337
	MICHAEL A. HARTMAN, P.E.	3			DRN : DL/FP/TS				
	LICENSE NUMBER: 88595	2			CKD : MH				
	ATKINSREALIS	1			DATE : 6/26/26				
	4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712								



 AtkinsRéalis 4030 W. BOY SCOUT BLVD. SUITE 700 TAMPA, FL 33607-1712	APPROVED BY:	No.	DATE	REVISIONS	DES : MH	CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT	S. HOWARD AVE - PLAN	SHEET 131 OF 337
	_____ DATE	3			DRN : DL/FP/TS				
	MICHAEL A. HARTMAN, P.E. LICENSE NUMBER: 88595 ATKINSREALIS	2			CKD : MH				
	4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712	1			DATE : 6/26/26				

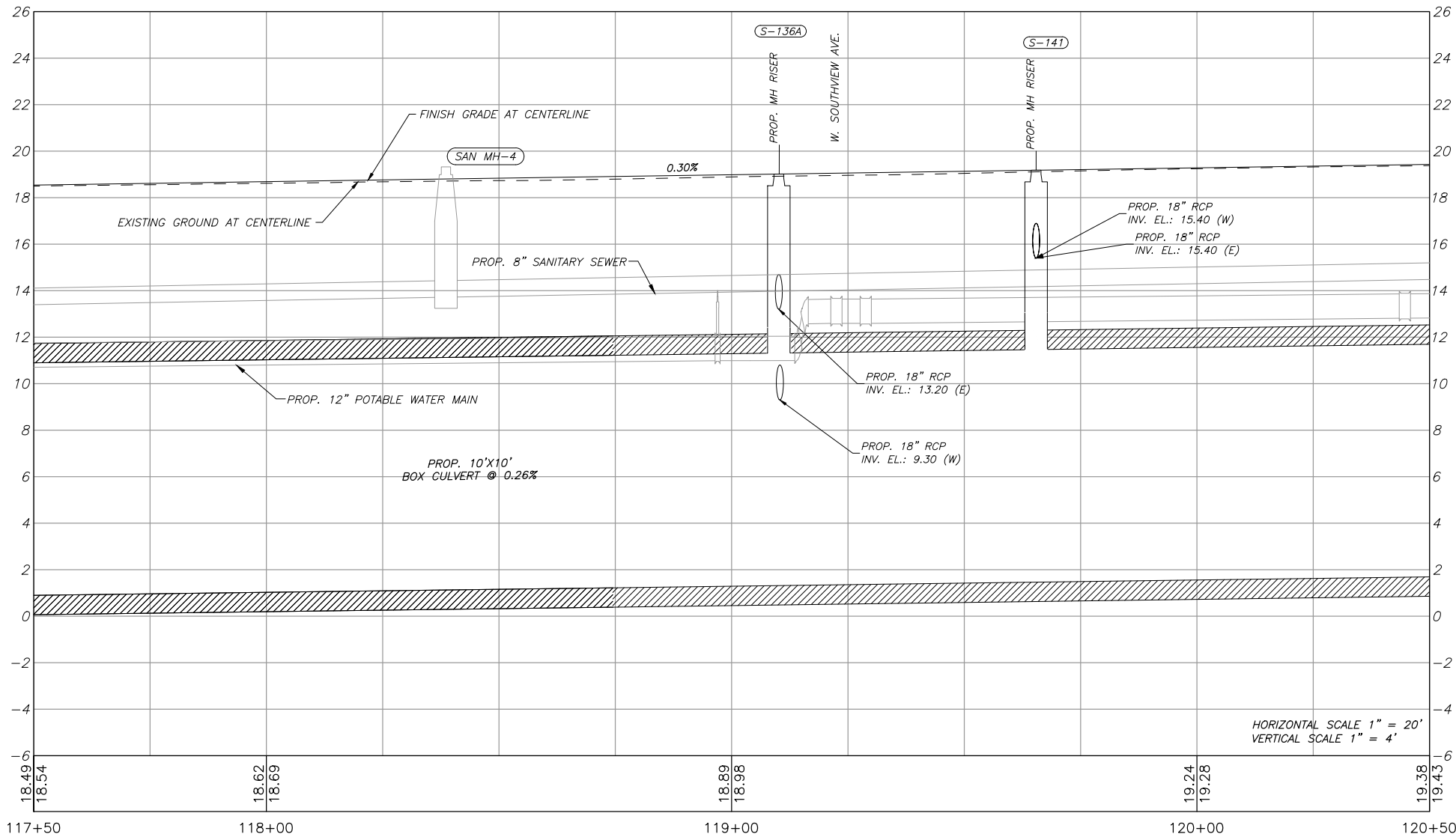
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PLOT STYLE: ATKINS.15TB



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FILE NAME: PROF001.dwg
PLOT TIME: 6/27/2026 4:30 PM
PLOT STYLE: ATKINS 1.STB



APPROVED BY:
MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: MH
DRN: DL/FP/TS
CKD: MH
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE - PROFILE

SHEET
134
OF 337

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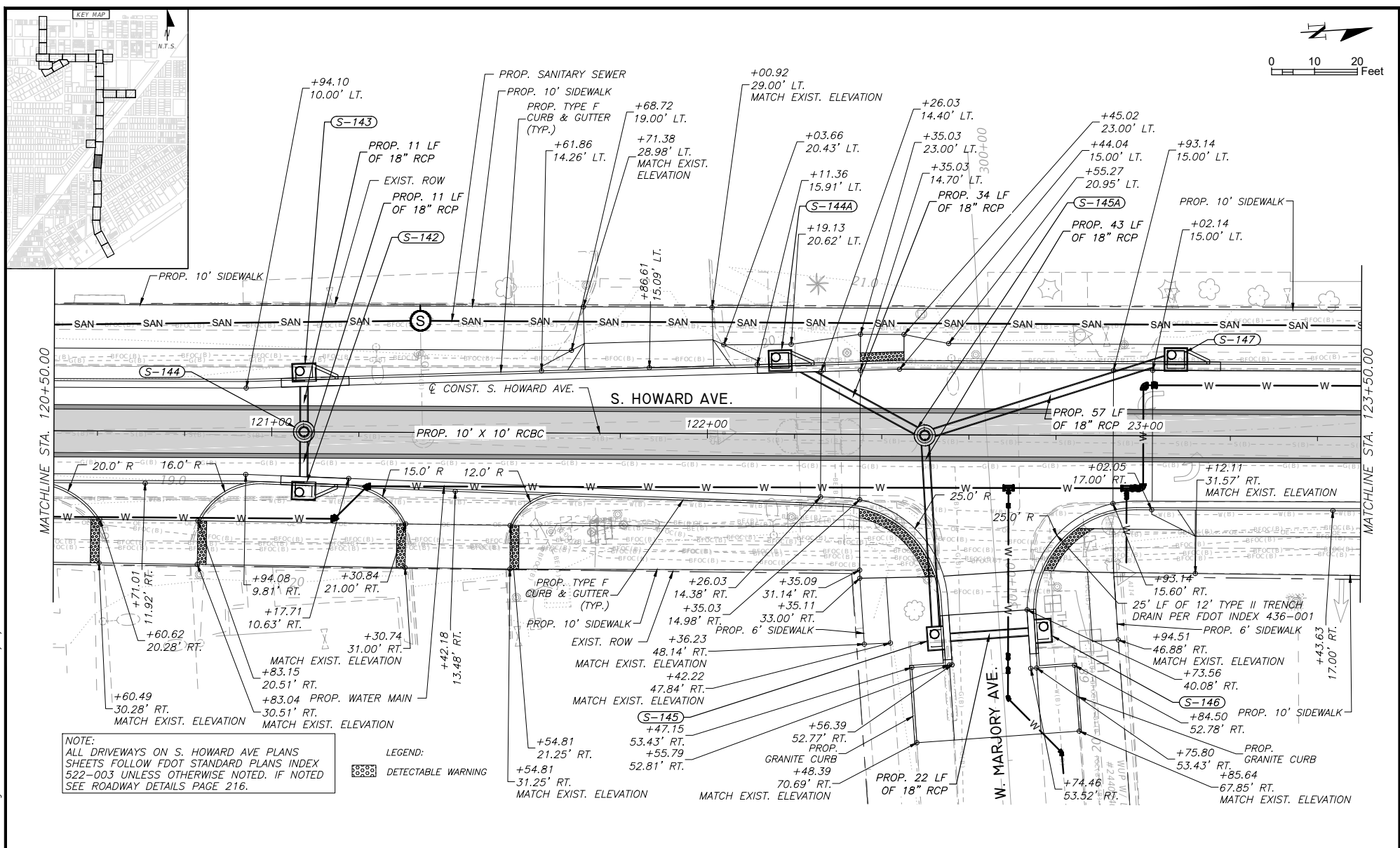
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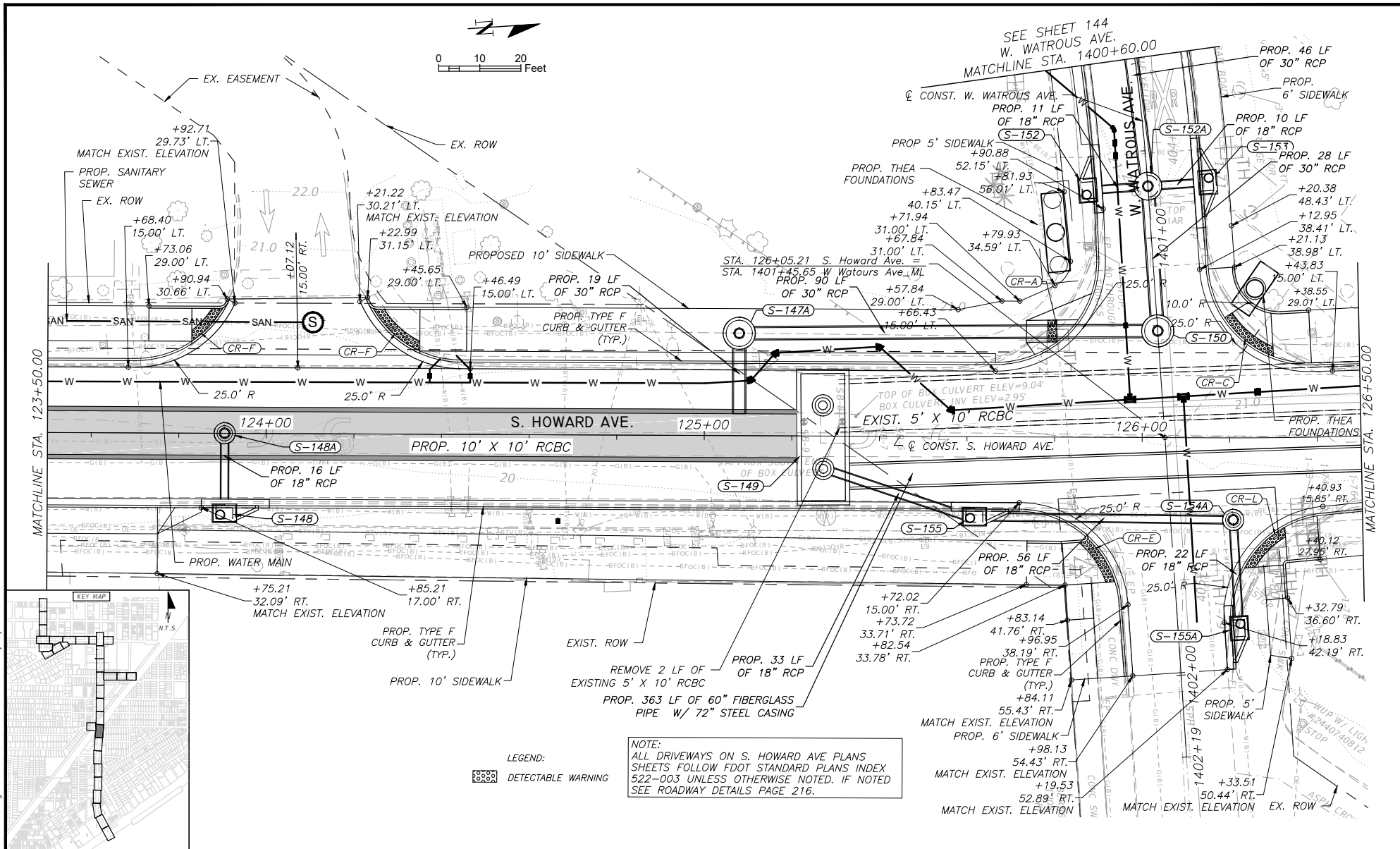
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PLOT STYLE: ATKINS.15TB



	APPROVED BY: MICHAEL A. HARTMAN, P.E. LICENSE NUMBER: 88595 ATKINSREALIS 4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712	DATE	No.	DATE	REVISIONS	DES: MH DRN: DL/FP/TS CKD: MH DATE: 6/26/26	 CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT S. HOWARD AVE - PLAN	SHEET 135 OF 337
			3						
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APPROVED BY: _____
 MICHAEL A. HARTMAN, P.E.
 LICENSE NUMBER: 88595
 ATKINSREALIS
 4030 WEST BOY SCOUT BOULEVARD, SUITE 700
 TAMPA, FL 33607-1712

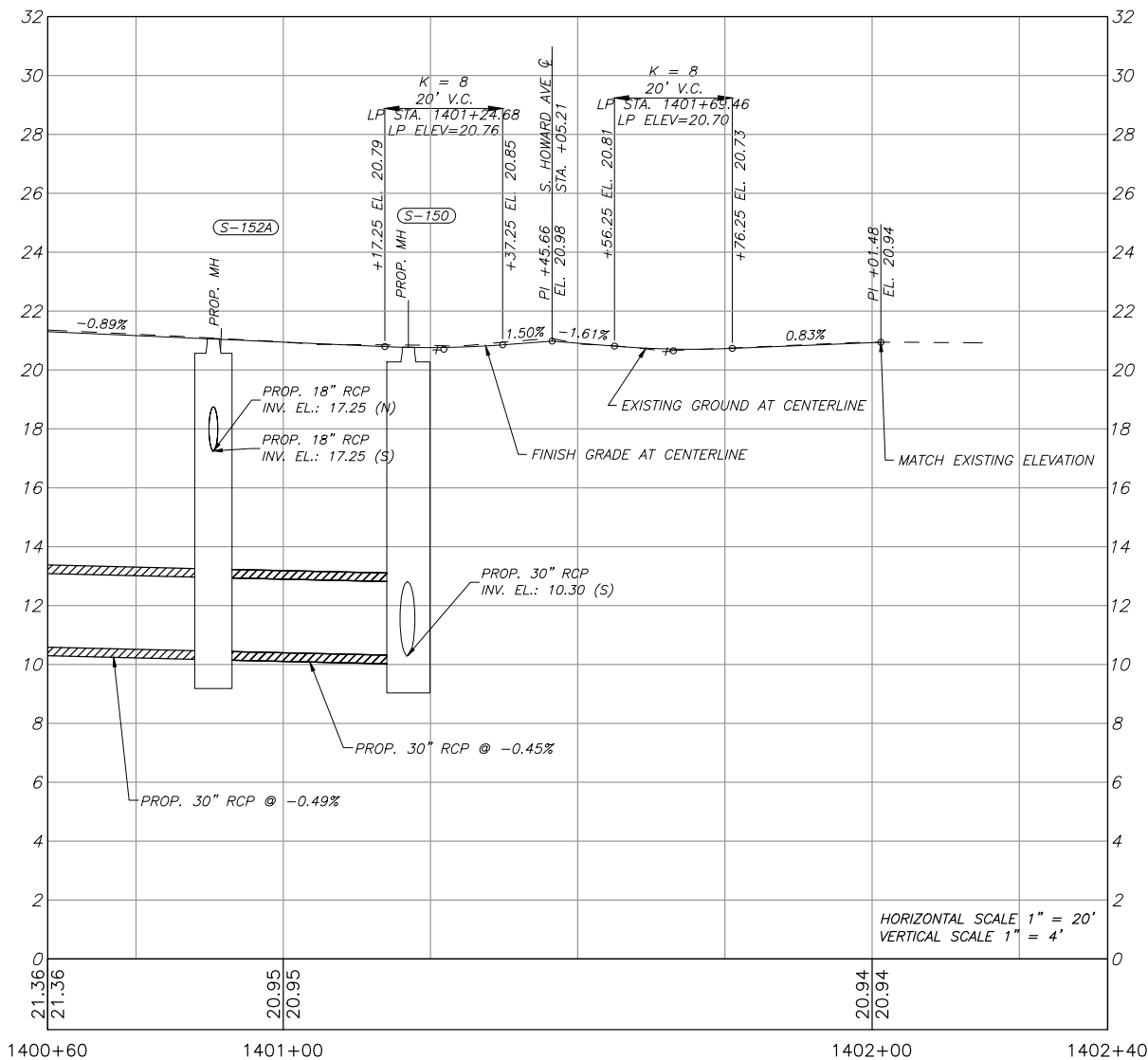
No.	DATE	REVISIONS
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DES: MH
 DRN: DL/FP/TS
 CKD: MH
 DATE: 6/26/26

CITY of TAMPA
 Mobility Department
 Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
S. HOWARD AVE - PLAN

SHEET
137
 OF 337



APPROVED BY:

MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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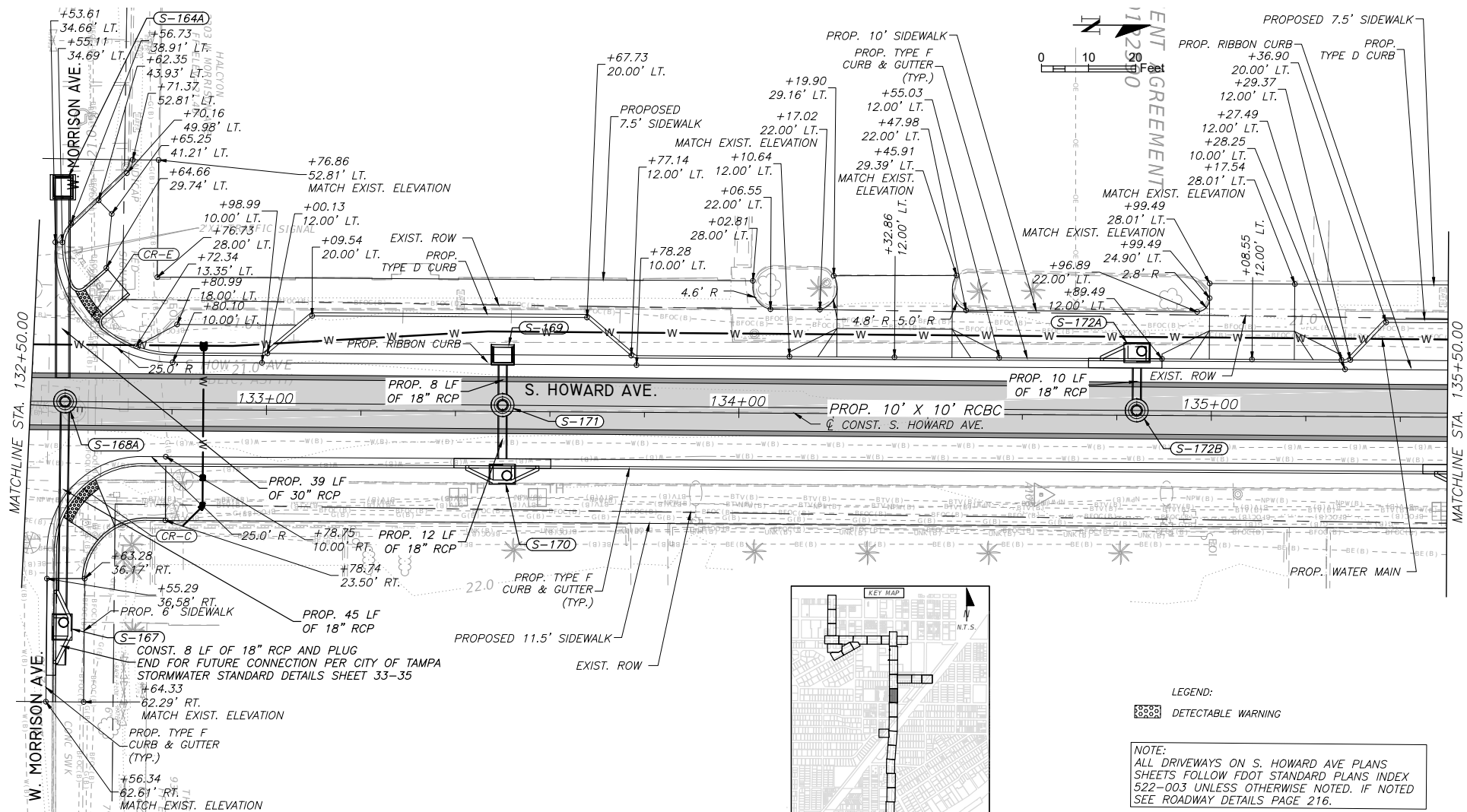
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DATE : 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

W. WATROUS AVE - PROFILE

SHEET
139
OF 337



LEGEND:

 DETECTABLE WARNING

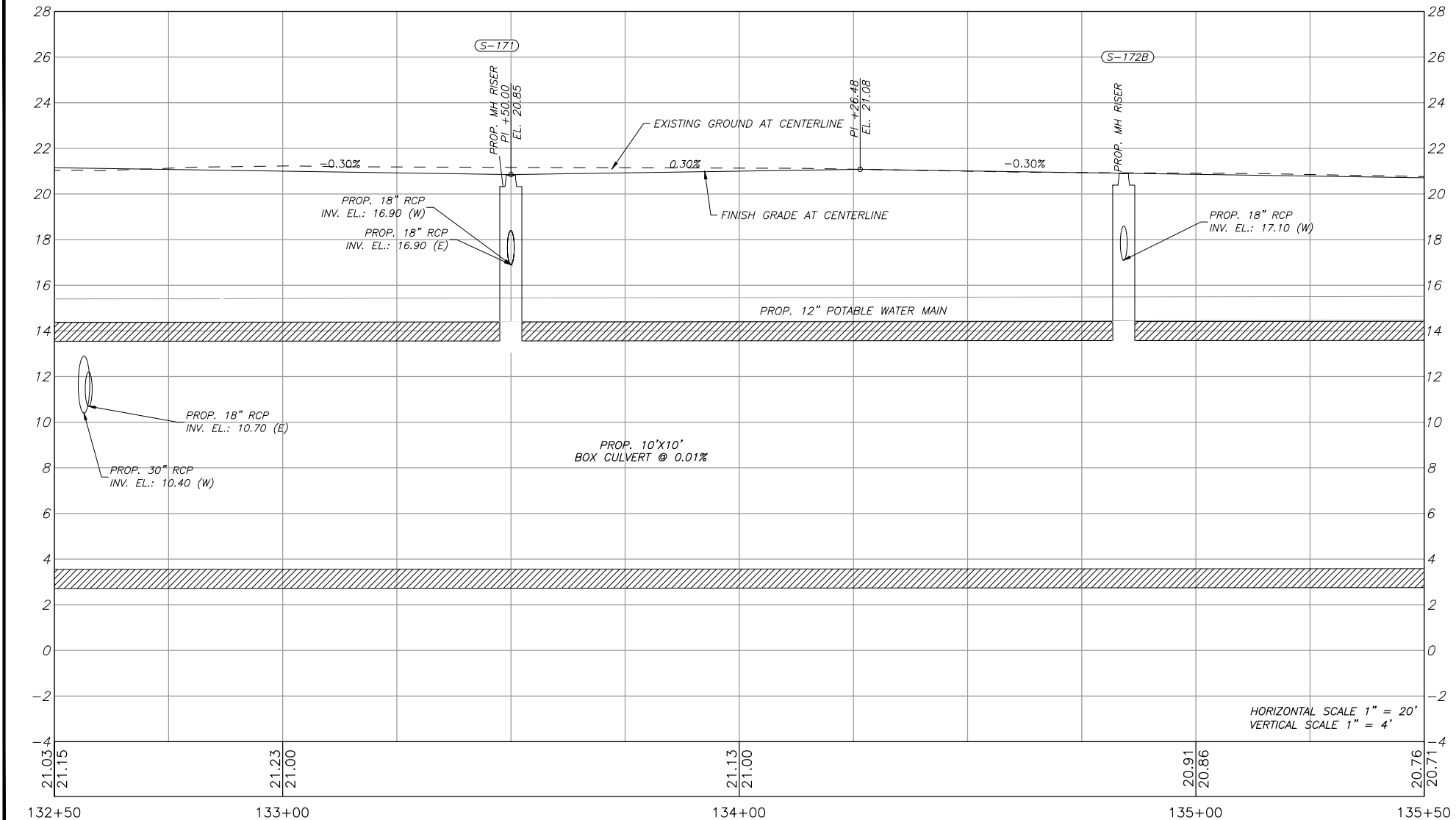
NOTE:
ALL DRIVEWAYS ON S. HOWARD AVE PLANS
SHEETS FOLLOW FDOT STANDARD PLANS INDEX
522-003 UNLESS OTHERWISE NOTED. IF NOTED
SEE ROADWAY DETAILS PAGE 216.

 AtkinsRéalis 4030 W. BOY SCOUT BLVD. SUITE 700 TAMPA, FL 33607-1712	APPROVED BY: _____	No.	DATE	REVISIONS	DES: MH	 CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT S. HOWARD AVE - PLAN	SHEET 144 OF 337
	MICHAEL A. HARTMAN, P.E. _____ DATE _____	3			DRN: DL/FP/TS			
	LICENSE NUMBER: 88595	2			CKD: MH			
	ATKINSREALIS 4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712	1			DATE: 6/26/26			

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 4030 W. BOY SCOUT BLVD. SUITE 700 TAMPA, FL 33607-1712	APPROVED BY: MICHAEL A. HARTMAN, P.E. ATKINSREALIS 4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712	DATE	No.	DATE	REVISIONS	DES: MH DRN: DL/FP/TS CKD: MH DATE: 6/26/26	 CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT S. HOWARD AVE - PROFILE	SHEET 145 OF 337
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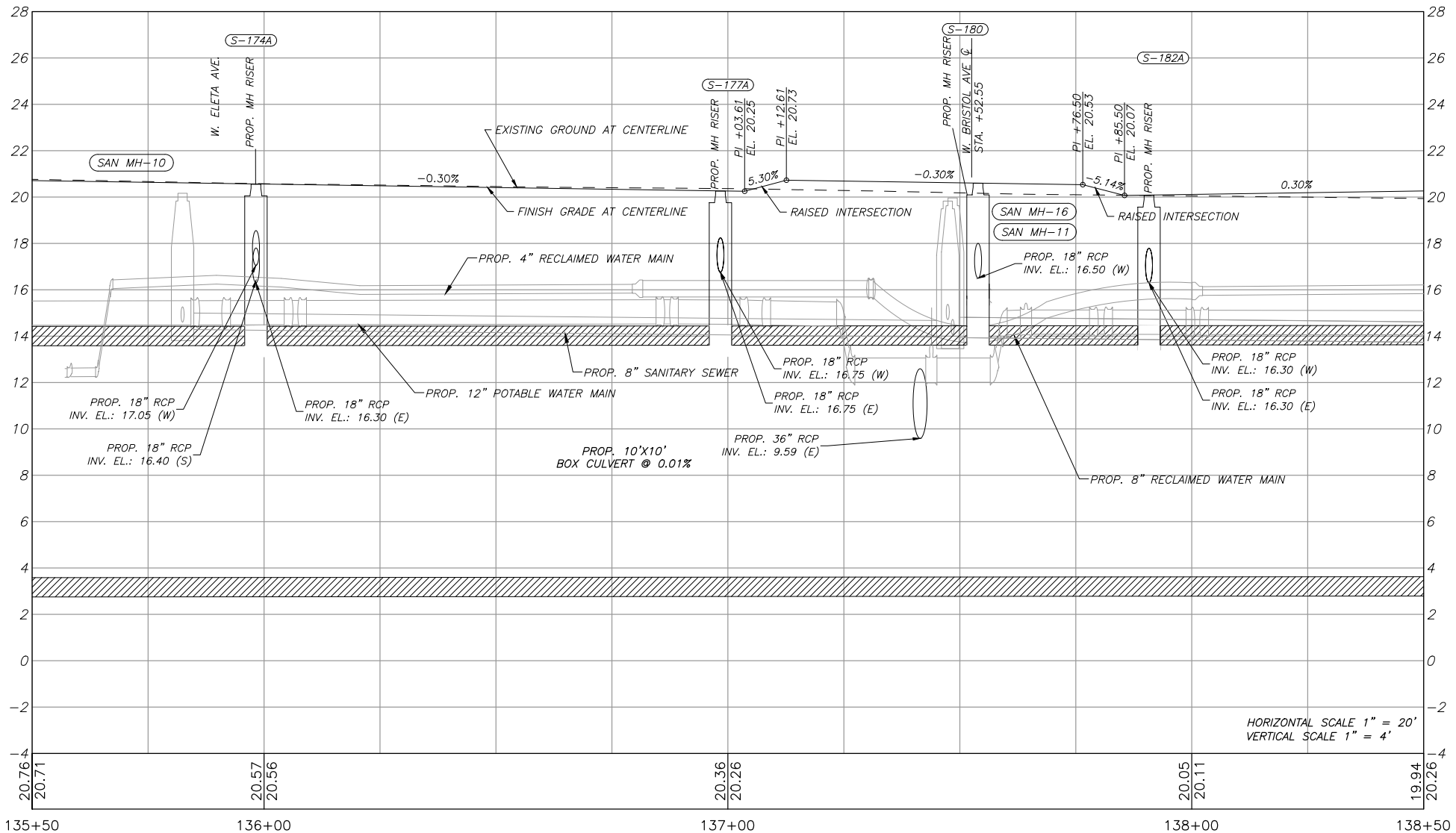
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PLOT TIME: 6/29/2026 10:29 AM

PLOT STYLE: ATKINS.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 4'



APPROVED BY: _____
MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
3		
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1		

DES: MH
DRN: DL/FP/TS
CKD: MH
DATE: 6/26/26

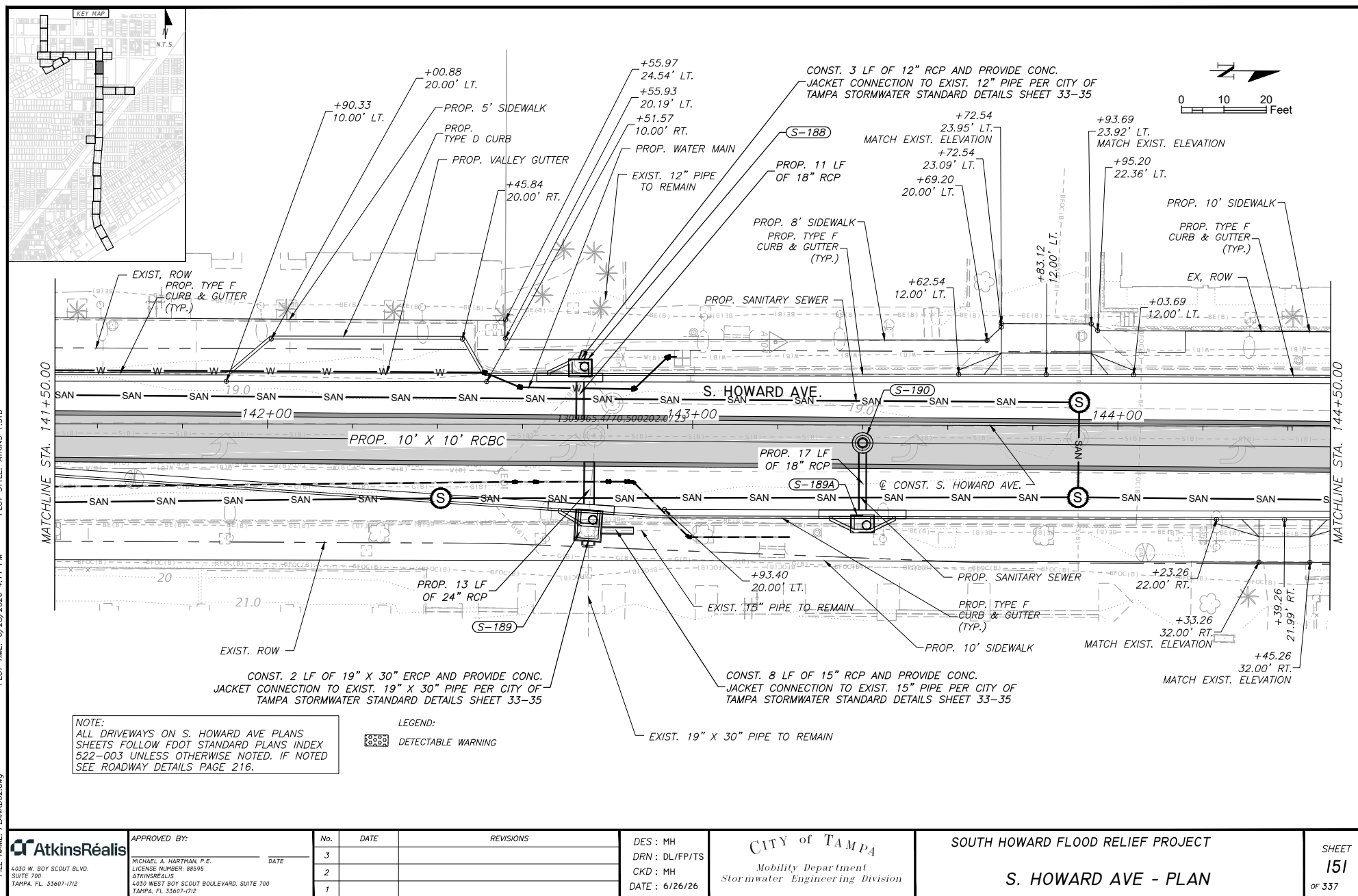
CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE - PROFILE

SHEET
147
OF 337

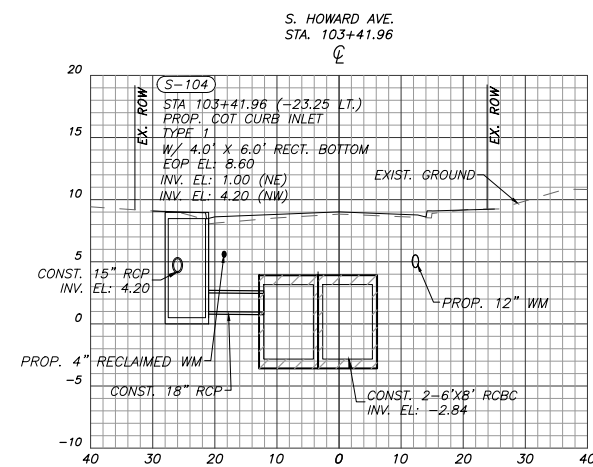
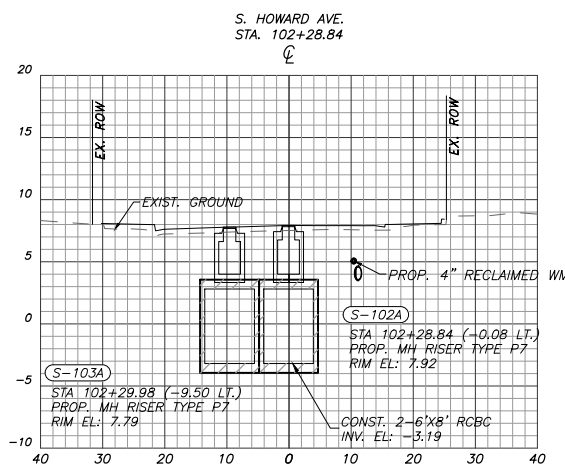
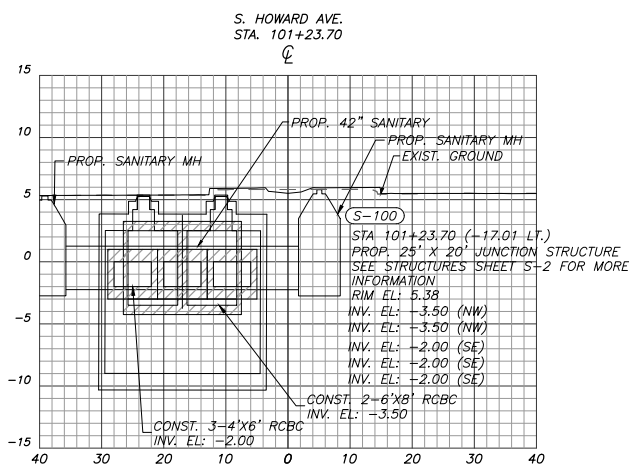
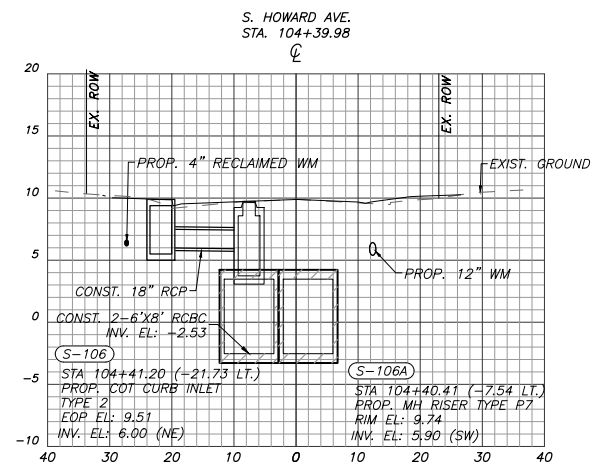
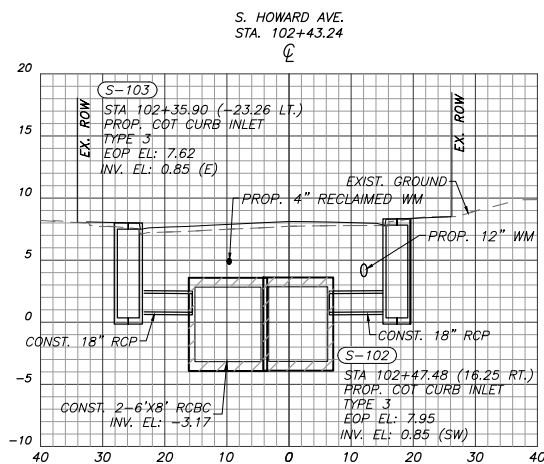
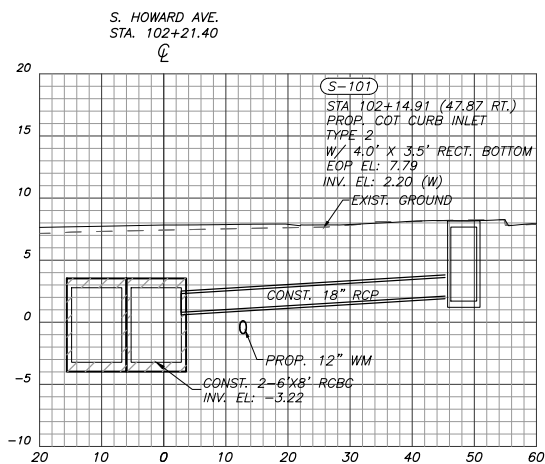
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PLOT STYLE: ATKINS.STB

PLOT TIME: 6/26/2026 7:10 PM



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'

 4030 W. BOY SCOUT BLVD. SUITE 700 TAMPA, FL 33607-1712	APPROVED BY: CHRISTIAN E. CHANDLER, P.E. LICENSE NUMBER: 93449 ATKINSREALIS 4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712	No.	DATE	REVISIONS	DES : CC, AD DRN : AD CKD : CC DATE : 6/26/26	 CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT S. HOWARD AVENUE DRAINAGE STRUCTURE SECTIONS	SHEET 222 OF 337

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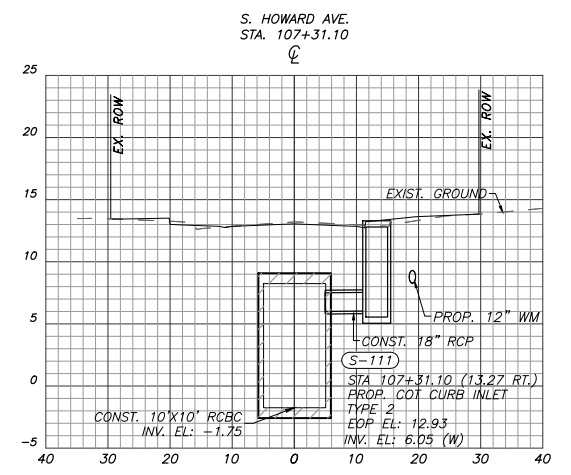
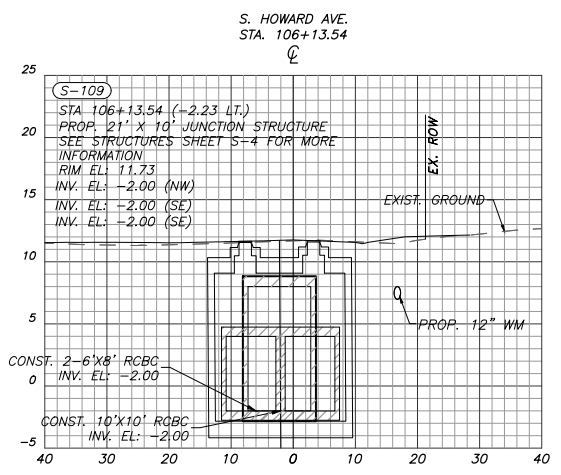
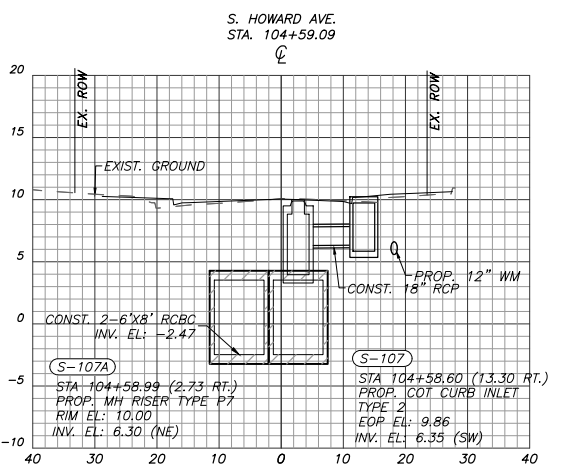
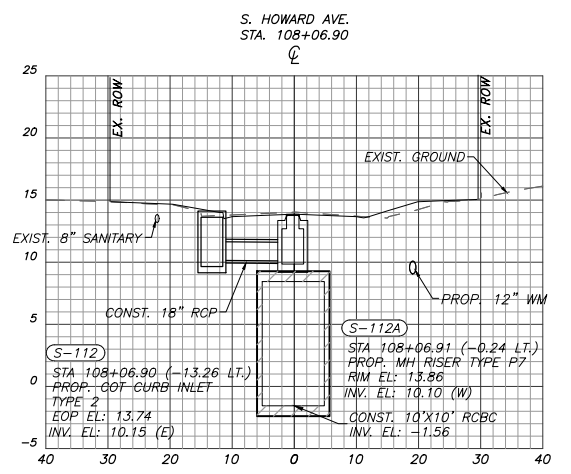
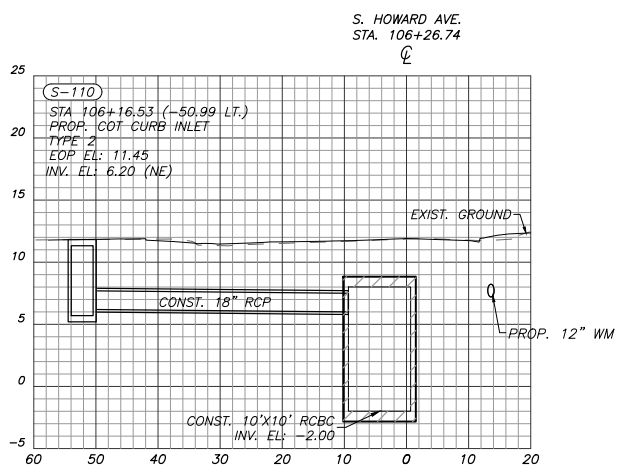
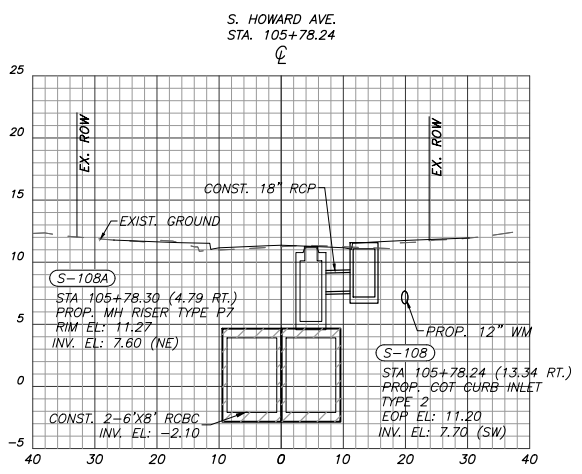
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FILE NAME: DRKS001.dwg

PLOT TIME: 6/26/2026 7:10 PM

PLOT STYLE: ATKINS.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'

	APPROVED BY: CHRISTIAN E. CHANDLER, P.E. LICENSE NUMBER: 93449 ATKINSREALIS 4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712	DATE	No.	DATE	REVISIONS	DES : CC, AD DRN : AD CKD : CC DATE : 6/26/26	 CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT S. HOWARD AVENUE DRAINAGE STRUCTURE SECTIONS	SHEET 223 OF 337
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			2						
			1						

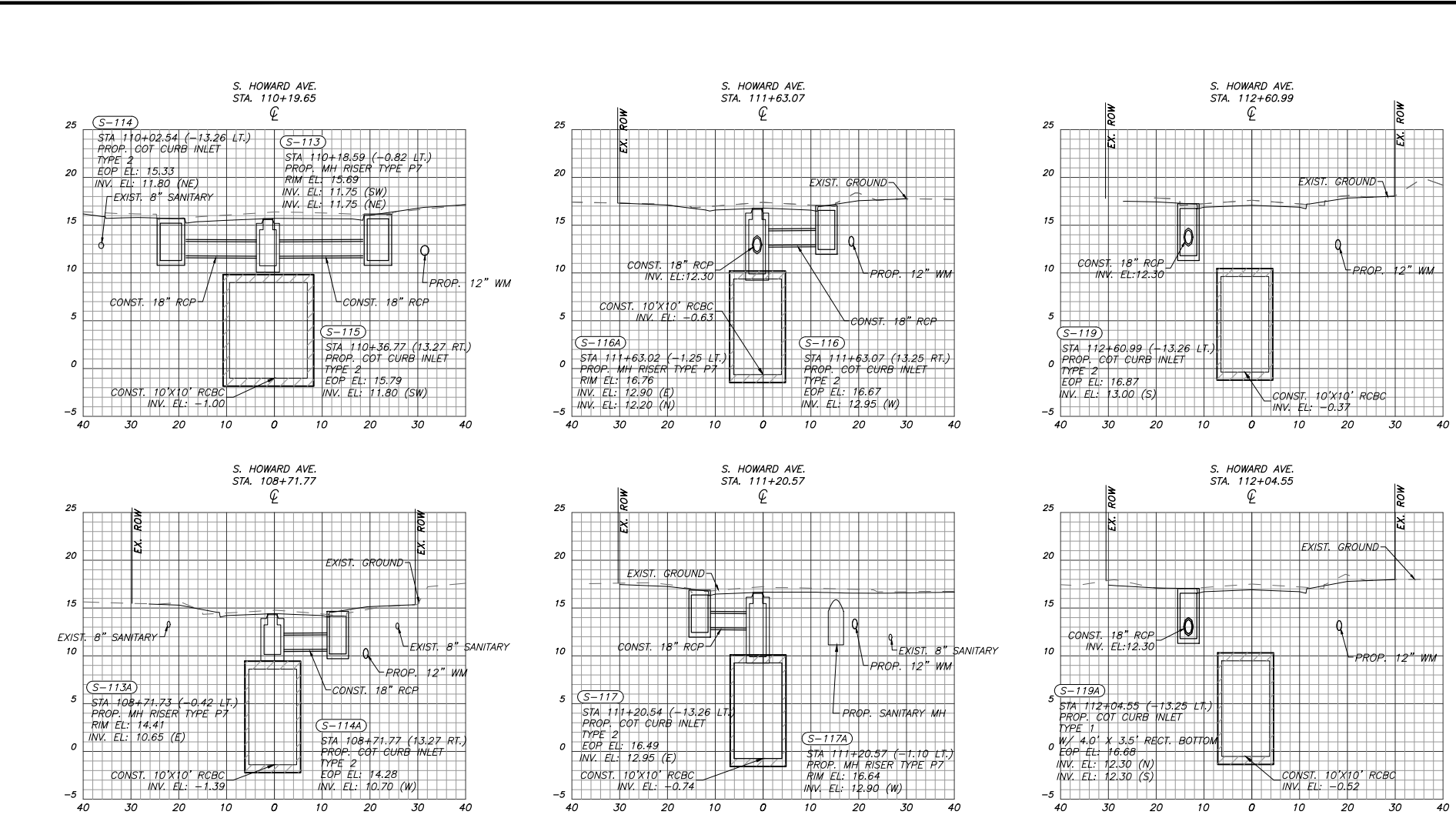
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FILE NAME: DRKS001.dwg

PLOT TIME: 6/26/2026 7:10 PM

PLOT STYLE: ATKINS.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY: CHRISTIAN E. CHANDLER, P.E.
DATE: _____
LICENSE NUMBER: 93449
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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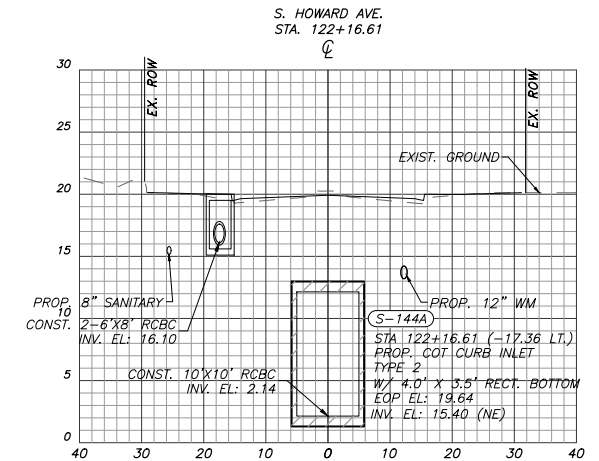
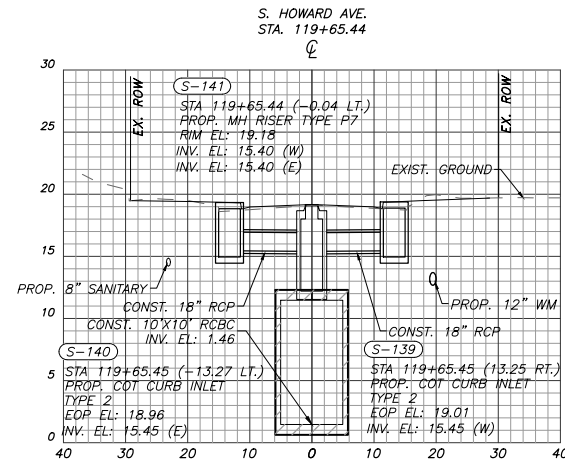
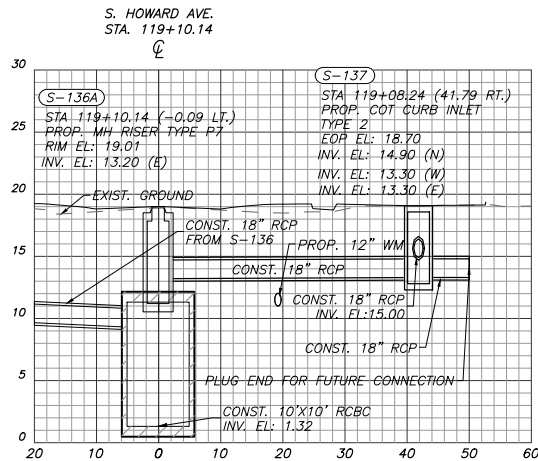
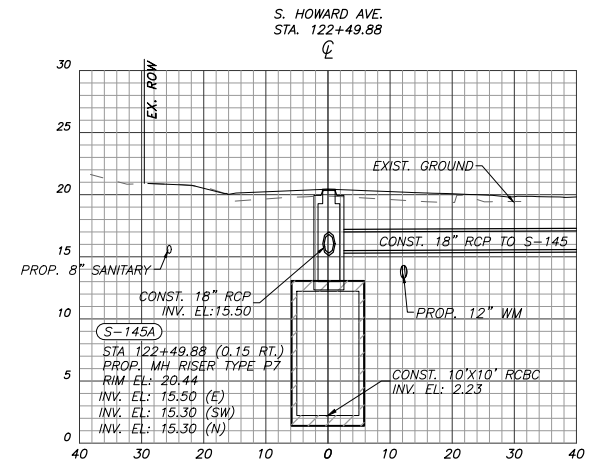
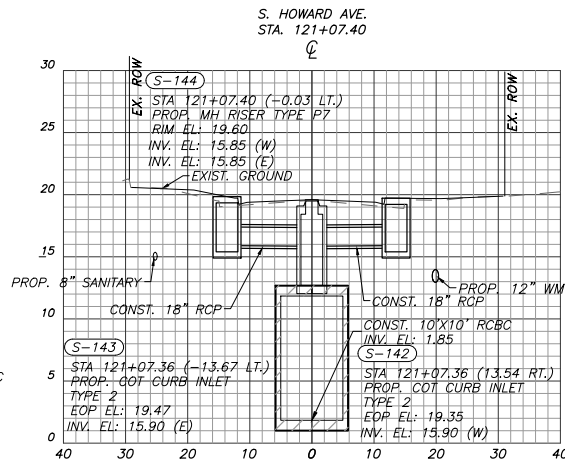
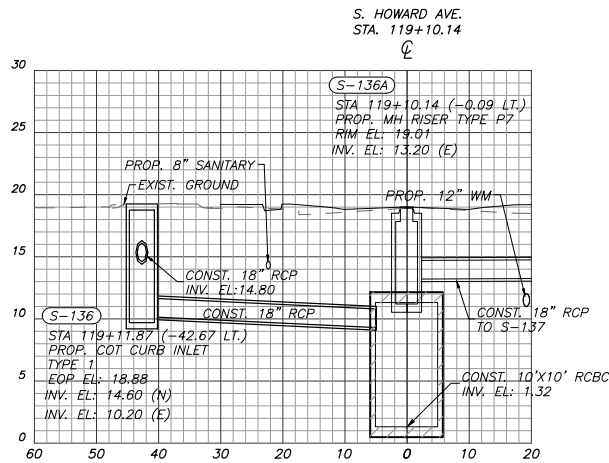
DES: CC, AD
DRN: AD
CKD: CC
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
S. HOWARD AVENUE DRAINAGE
STRUCTURE SECTIONS

SHEET
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OF 337

FILE SAVE DATE: 6/24/2026 4:23 PM
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PLOT STYLE: ATKINS.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY:
CHRISTIAN E. CHANDLER, P.E.
LICENSE NUMBER: 93449
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: CC, AD
DRN: AD
CKD: CC
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
S. HOWARD AVENUE DRAINAGE
STRUCTURE SECTIONS

SHEET
226
OF 337

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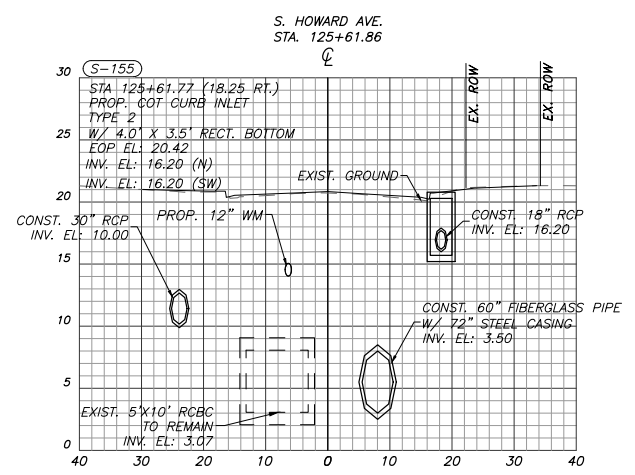
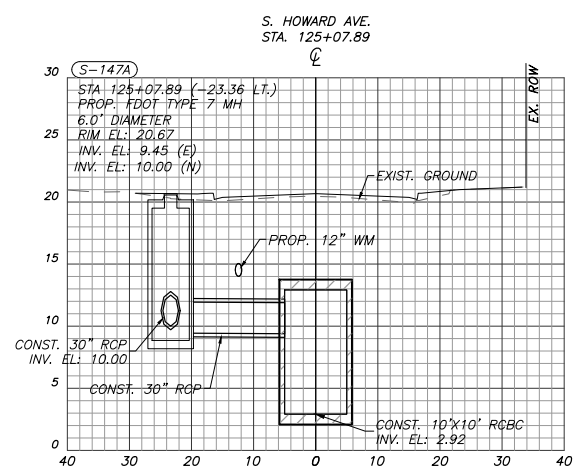
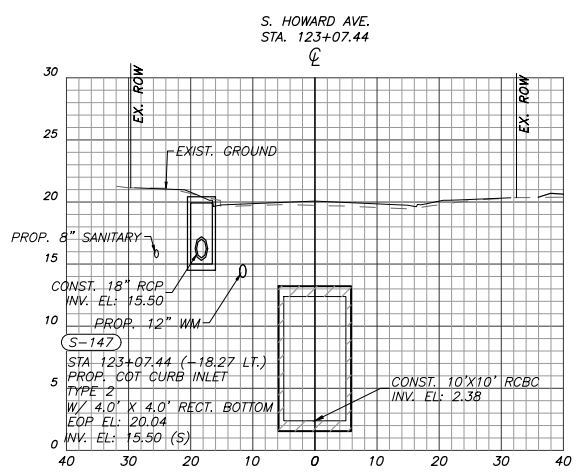
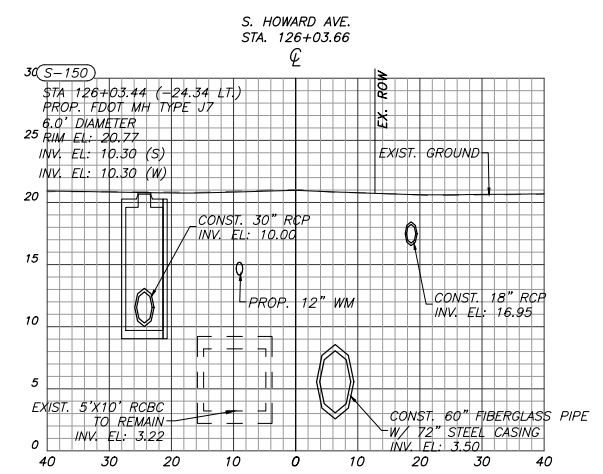
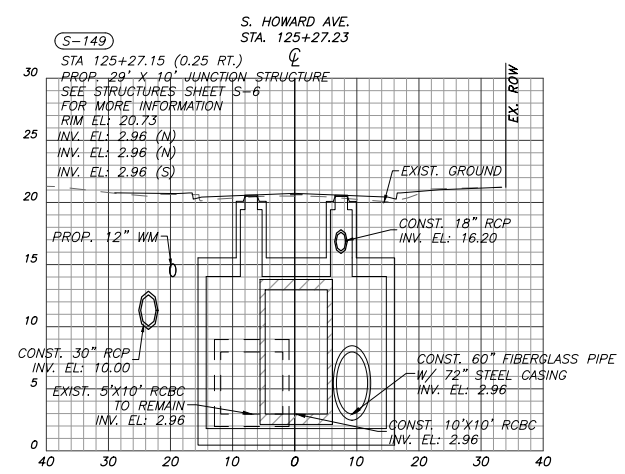
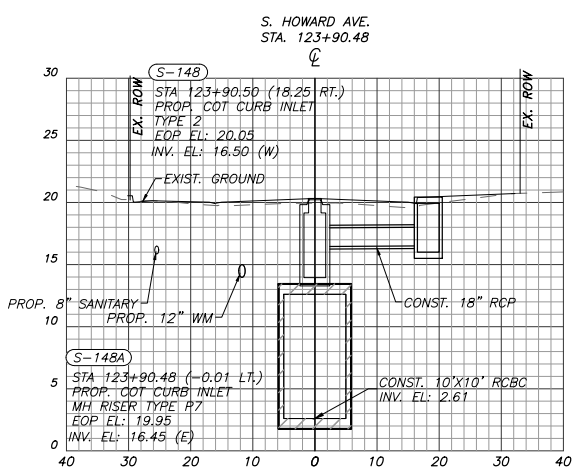
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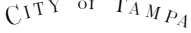
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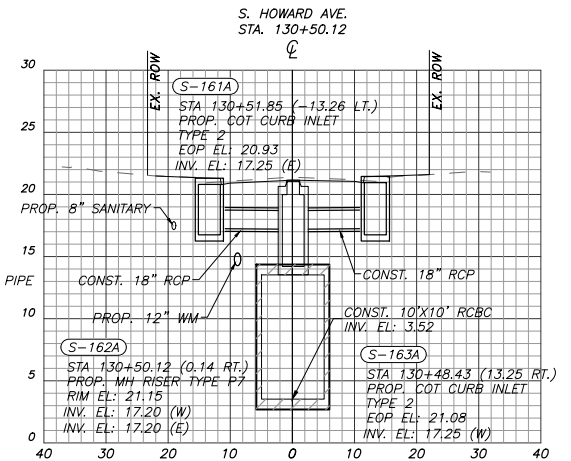
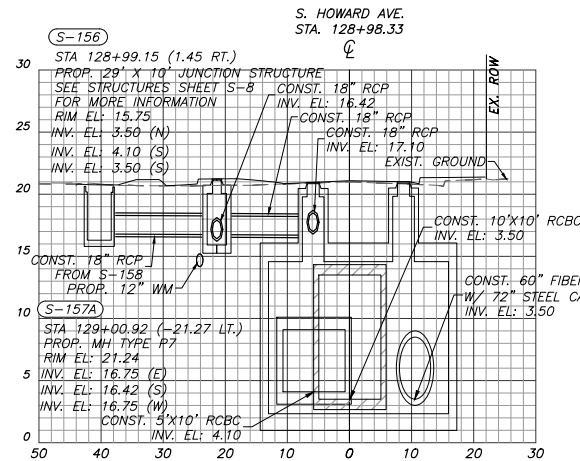
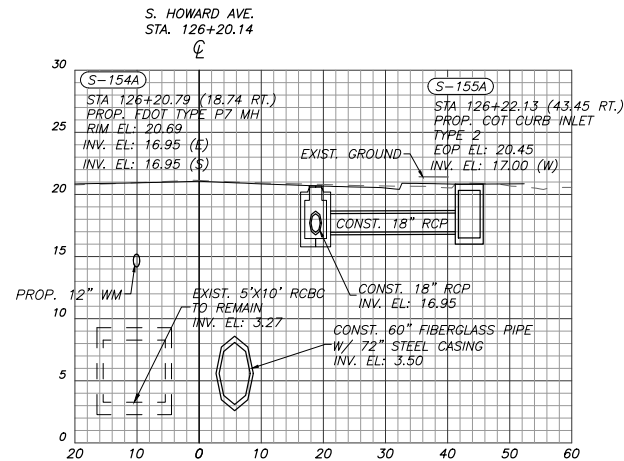
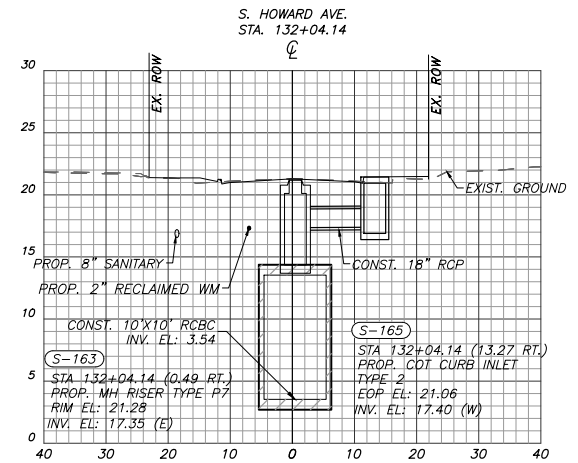
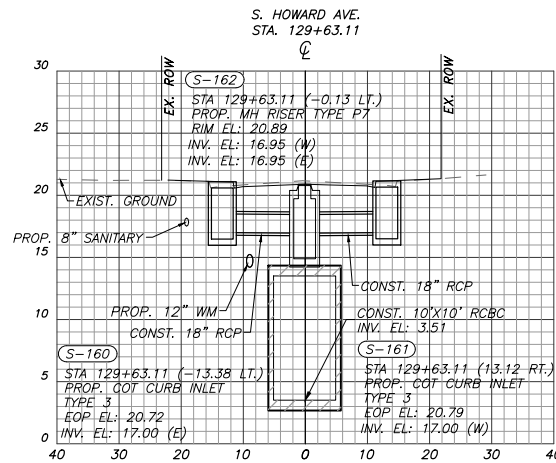
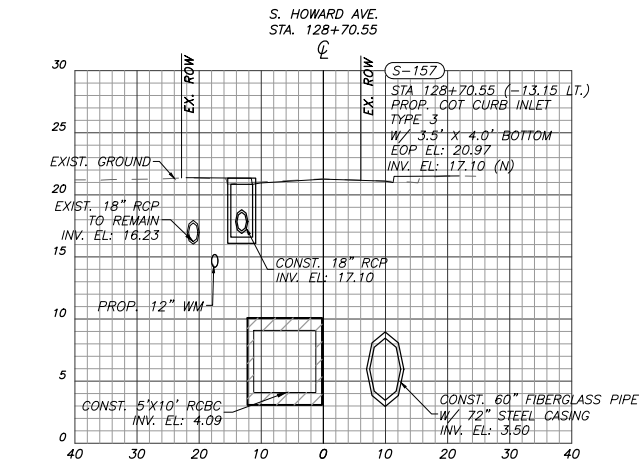
PLOT STYLE: ATKINS 1.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'

 4039 W. BOY SCOUT BLVD. SUITE 700 TAMPA, FL 33607-1712	APPROVED BY: CHRISTIAN E. CHANDLER, P.E. LICENSE NUMBER: 93449 ATKINSREALIS 4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712	No.	DATE	REVISIONS	DES : CC, AD DRN : AD CKD : CC DATE : 6/26/26	 CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT S. HOWARD AVENUE DRAINAGE STRUCTURE SECTIONS	SHEET 227 OF 337

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PLOT TIME: 6/26/2026 7:11 PM
PLOT STYLE: ATKINS 1.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY:
CHRISTIAN E. CHANDLER, P.E.
DATE
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: CC, AD
DRN: AD
CKD: CC
DATE: 6/26/26

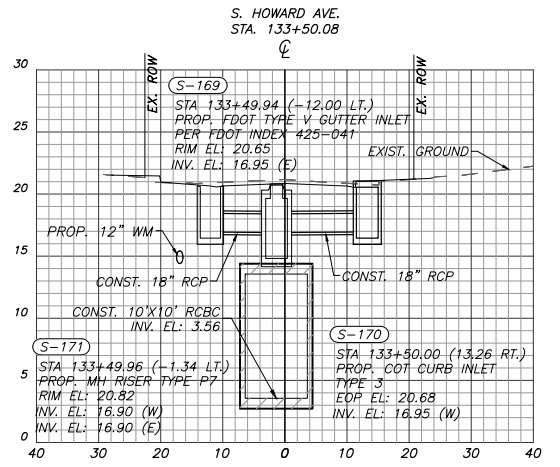
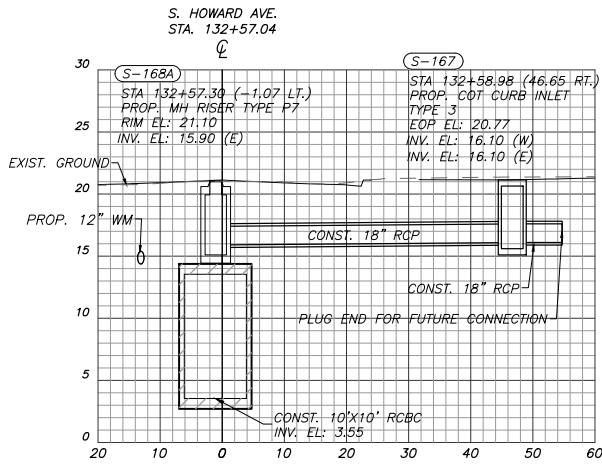
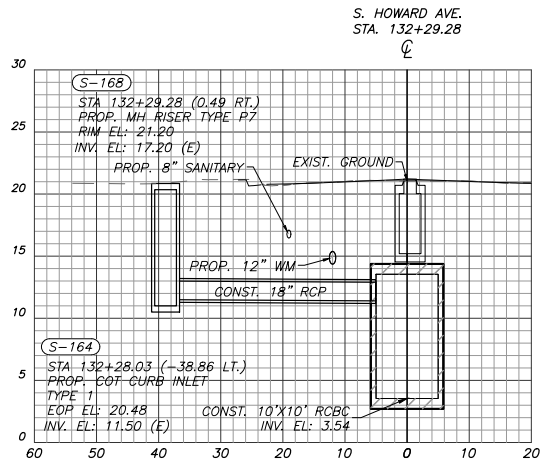
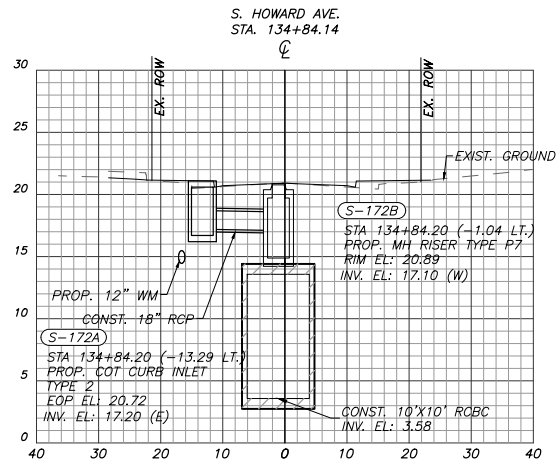
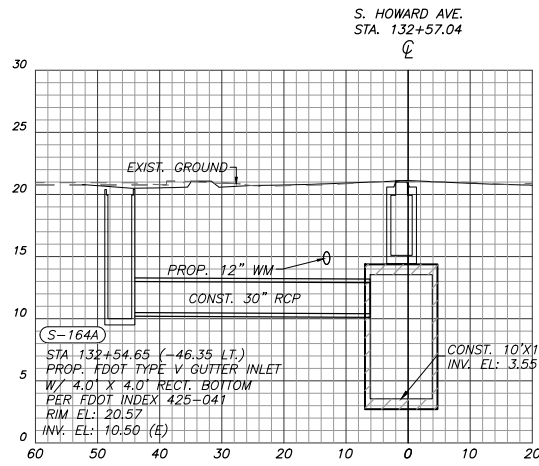
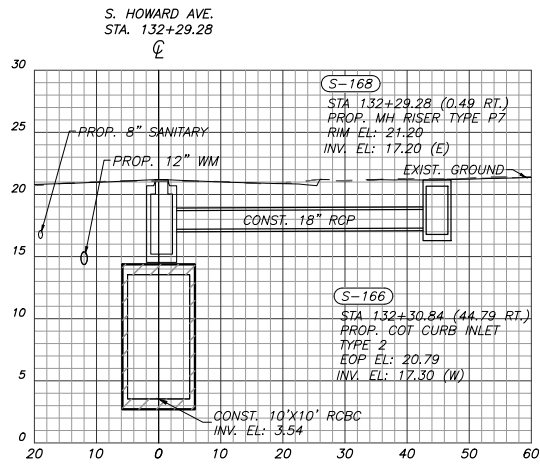
CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
S. HOWARD AVENUE DRAINAGE
STRUCTURE SECTIONS

SHEET
228
OF 337

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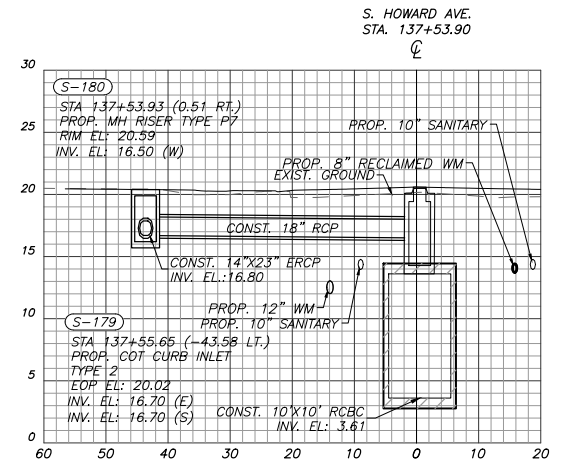
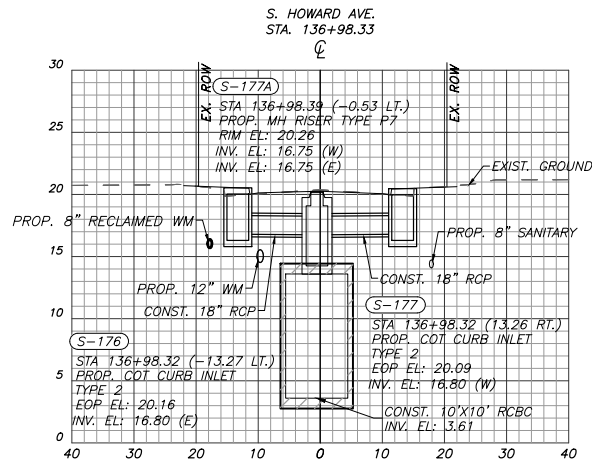
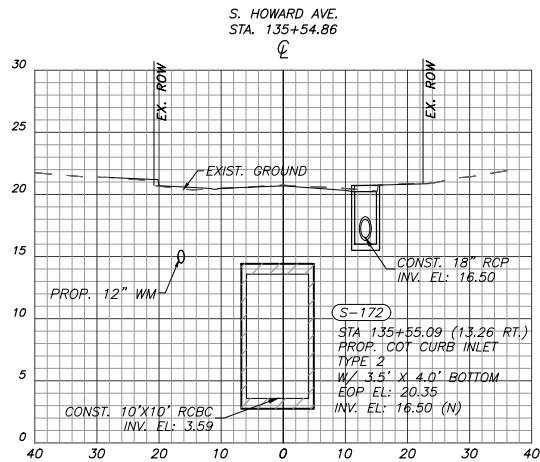
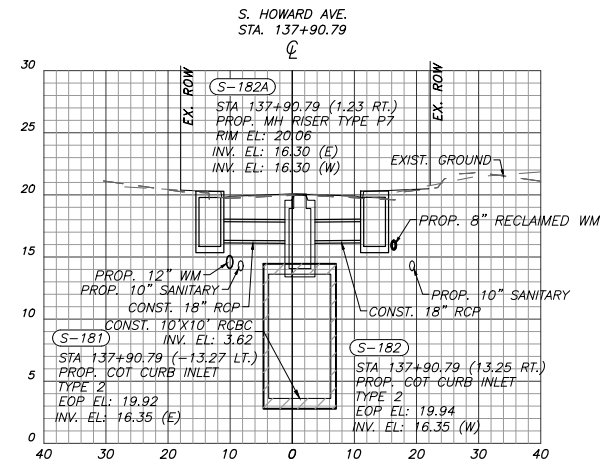
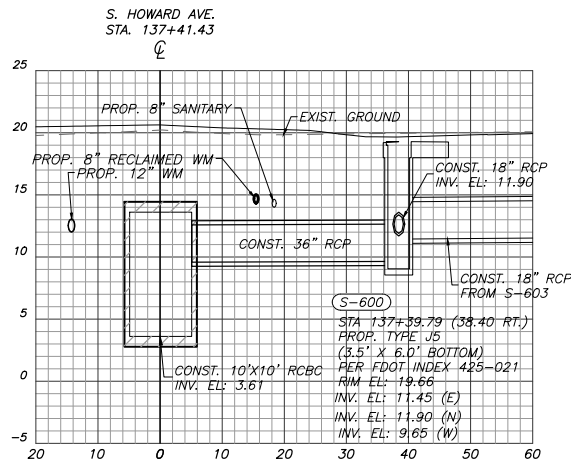
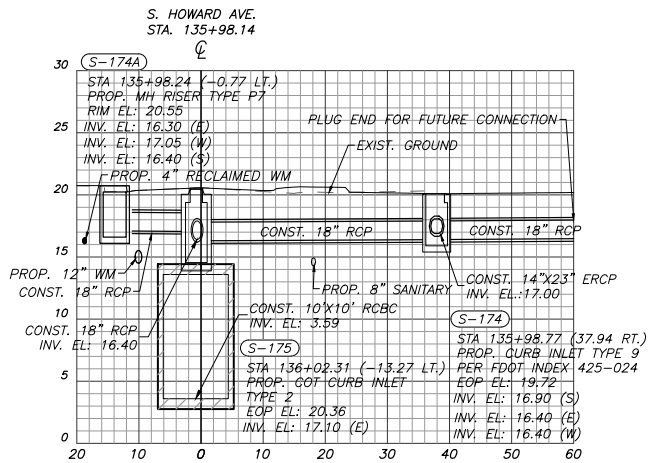
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PLOT STYLE: ATKINS 1.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'

 4030 W. BOY SCOUT BLVD. SUITE 700 TAMPA, FL 33607-1712	APPROVED BY: CHRISTIAN E. CHANDLER, P.E. LICENSE NUMBER: 93449 ATKINSREALIS 4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712	No. DATE	REVISIONS	DES: CC, AD DRN: AD CKD: CC DATE: 6/26/26	 CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT S. HOWARD AVENUE DRAINAGE STRUCTURE SECTIONS	SHEET 229 OF 337

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PLOT STYLE: ATKINS 15TB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY:
CHRISTIAN E. CHANDLER, P.E.
DATE
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: CC, AD
DRN: AD
CKD: CC
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
S. HOWARD AVENUE DRAINAGE
STRUCTURE SECTIONS

SHEET
230
OF 337

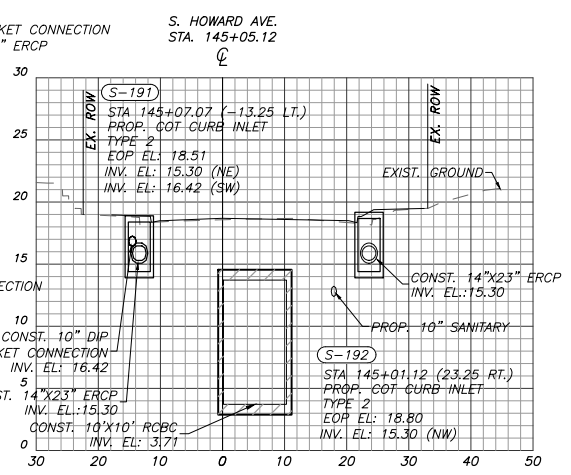
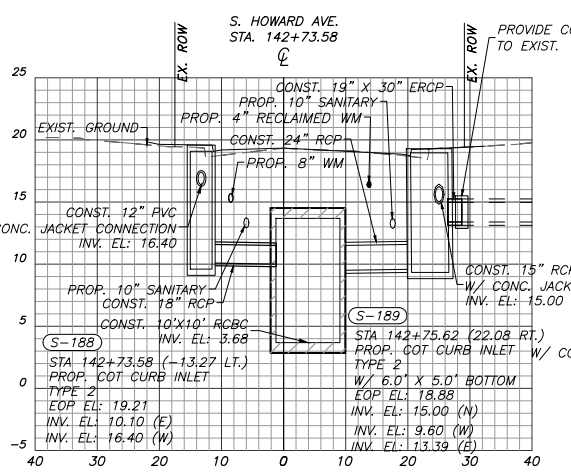
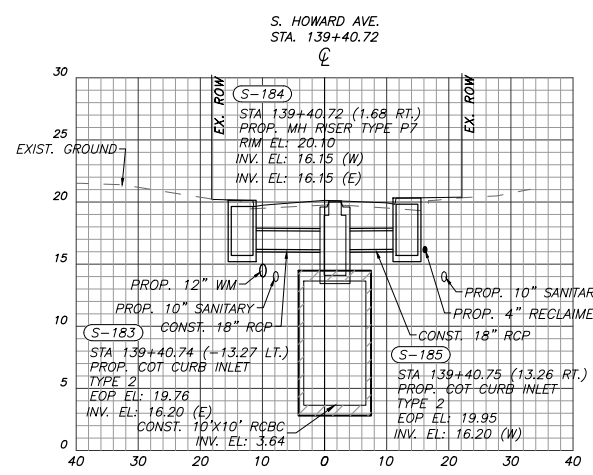
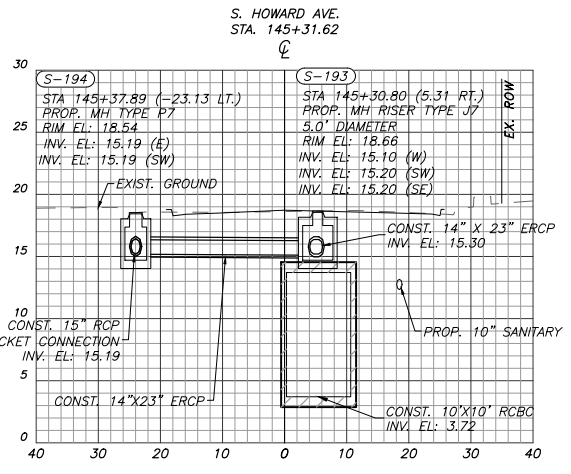
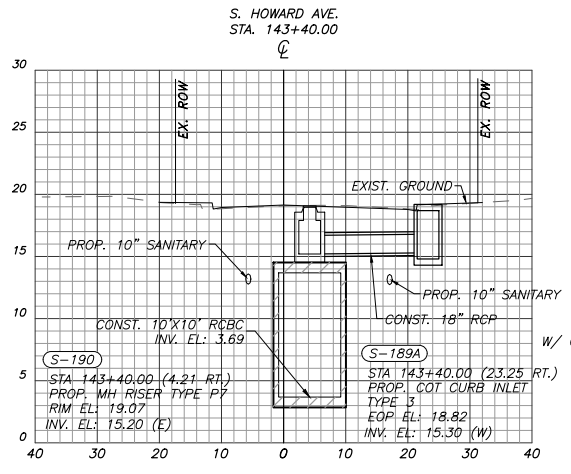
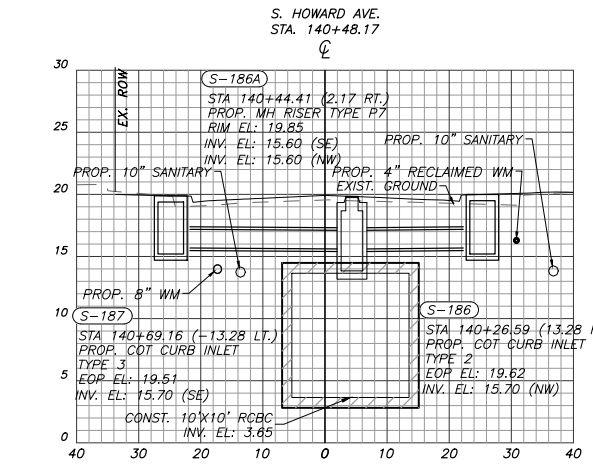
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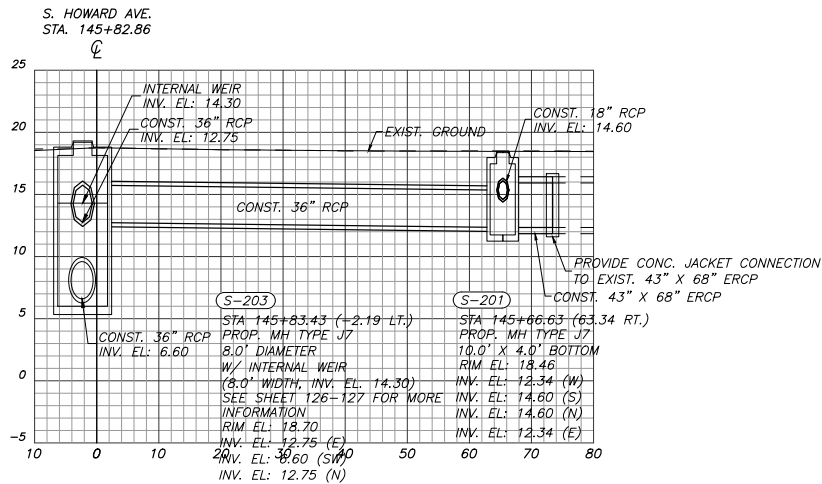
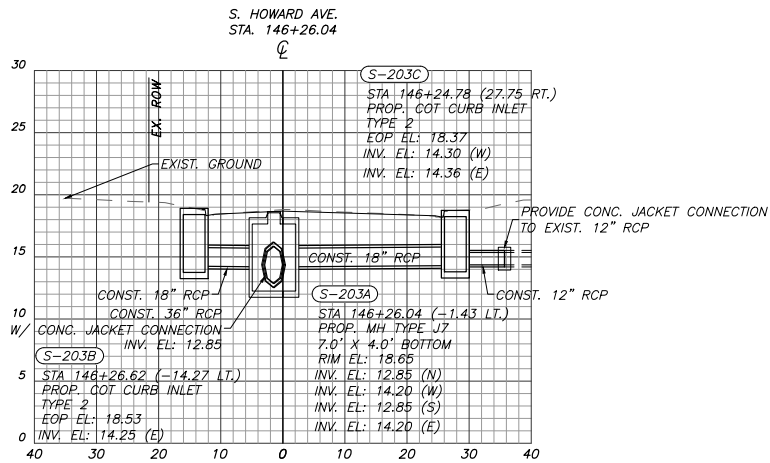
PLOT STYLE: ATKINS.15TB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'

	APPROVED BY: CHRISTIAN E. CHANDLER, P.E. LICENSE NUMBER: 93449 ATKINSREALIS 4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712	DATE	No.	DATE	REVISIONS	DES: CC, AD DRN: AD CKD: CC DATE: 6/26/26	CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT S. HOWARD AVENUE DRAINAGE STRUCTURE SECTIONS	SHEET 231 OF 337
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FILE NAME: DRKS002.dwg
PLOT TIME: 6/26/2026 7:12 PM
PLOT STYLE: ATKINS_1.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY: _____ DATE: _____
CHRISTIAN E. CHANDLER, P.E.
LICENSE NUMBER: 93449
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: CC, AD
DRN: AD
CKD: CC
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
S. HOWARD AVENUE DRAINAGE
STRUCTURE SECTIONS

SHEET

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OF 337

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APPROVED BY: _____
 CHRISTIAN E. CHANDLER, P.E.
 LICENSE NUMBER: 93449
 ATKINSREALIS
 4030 WEST BOY SCOUT BOULEVARD, SUITE 700
 TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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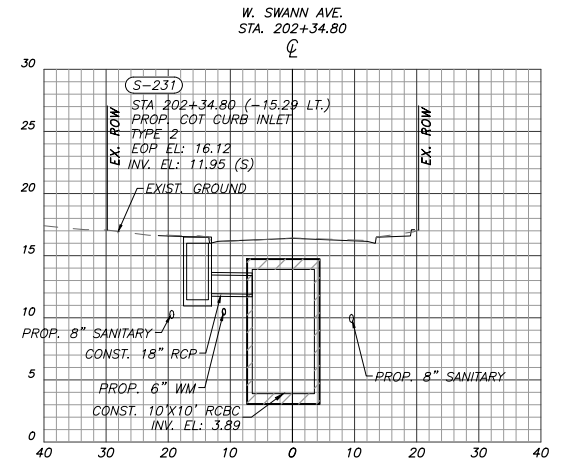
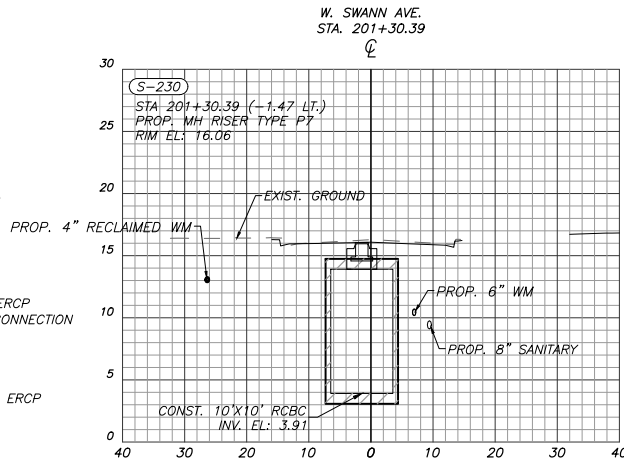
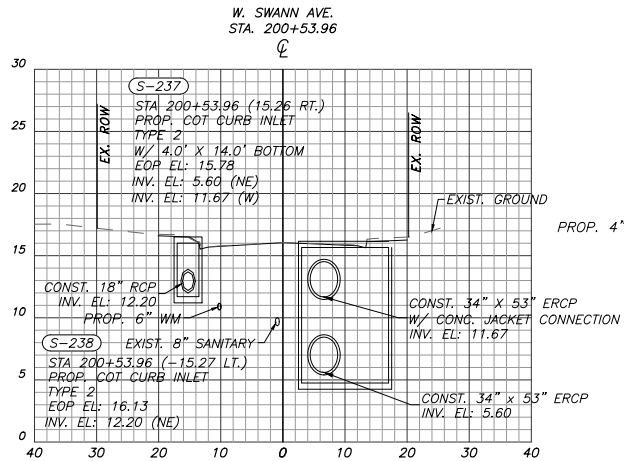
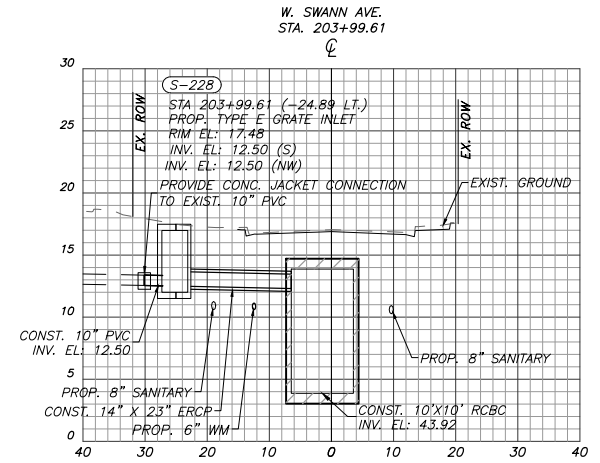
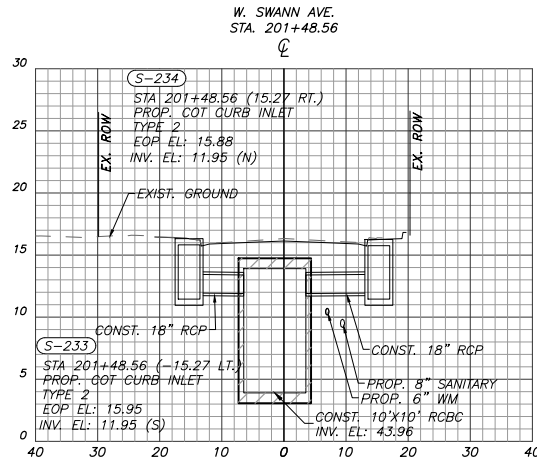
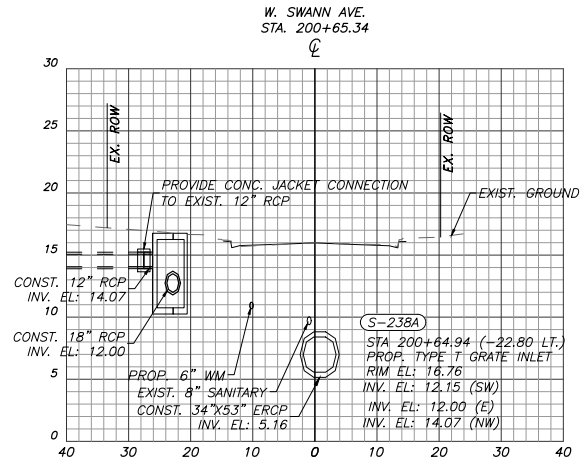
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 CKD: CC
 DATE: 6/26/26

CITY of TAMPA
 Mobility Department
 Stormwater Engineering Division

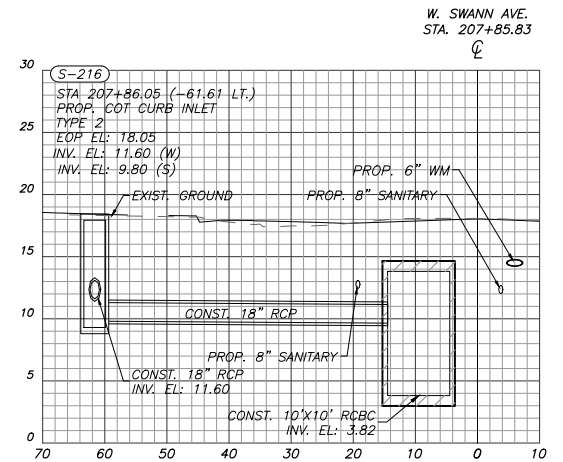
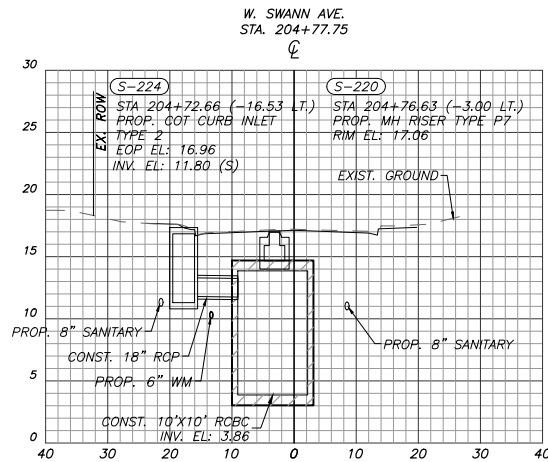
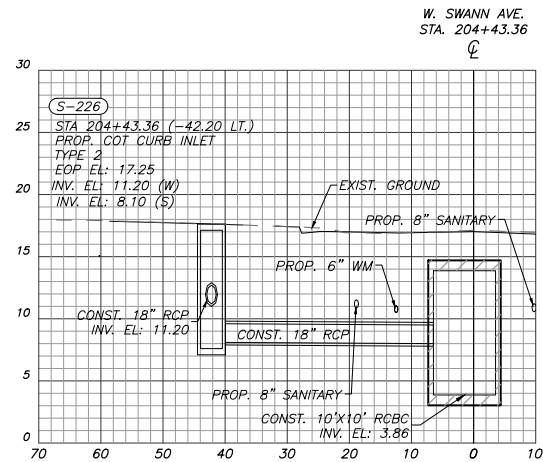
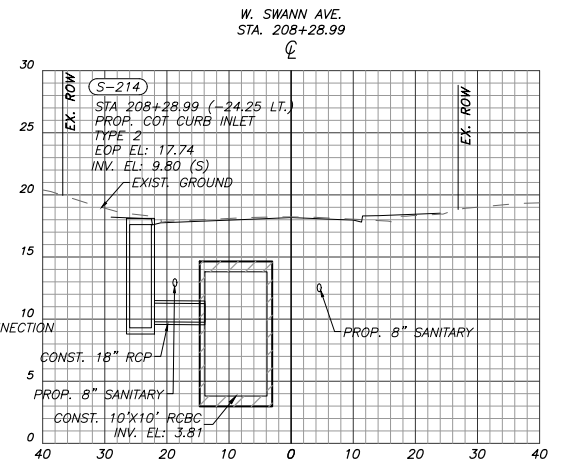
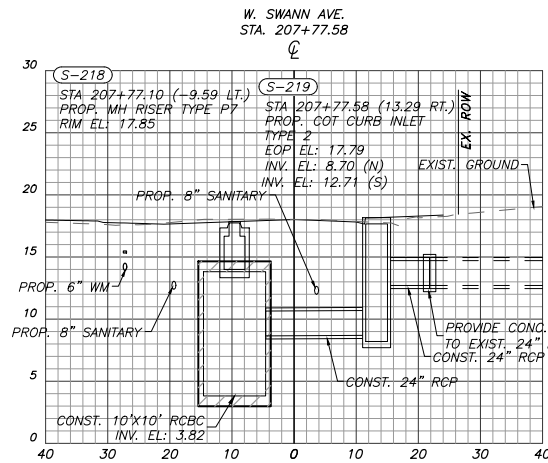
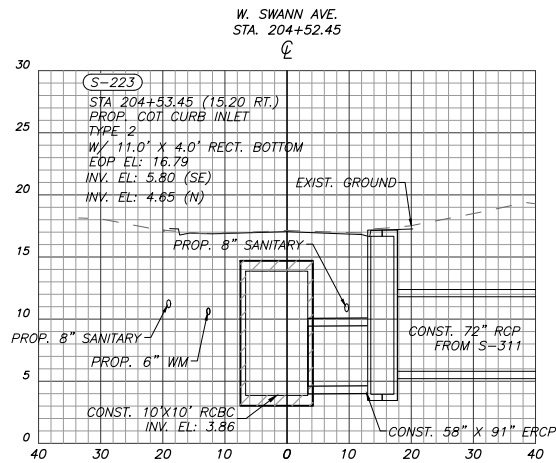
SOUTH HOWARD FLOOD RELIEF PROJECT
W. SWANN AVENUE DRAINAGE
STRUCTURE SECTIONS

SHEET
233
 OF 337

HORIZONTAL SCALE 1" = 20'
 VERTICAL SCALE 1" = 5'

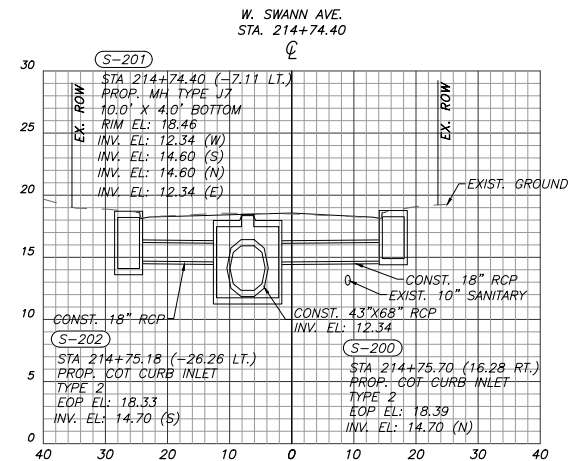
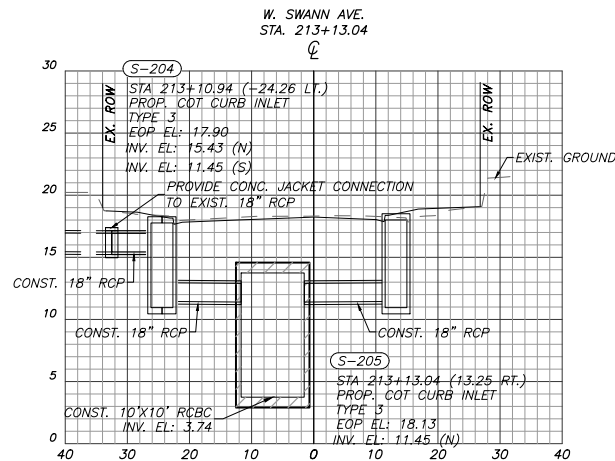
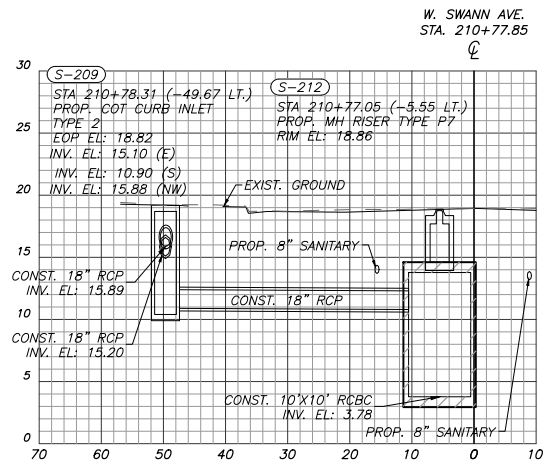
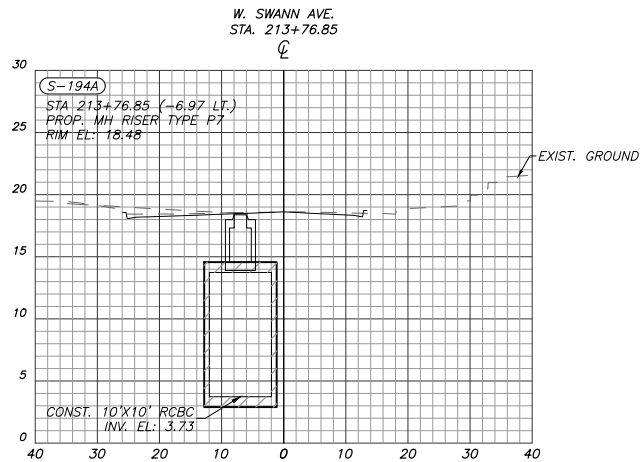
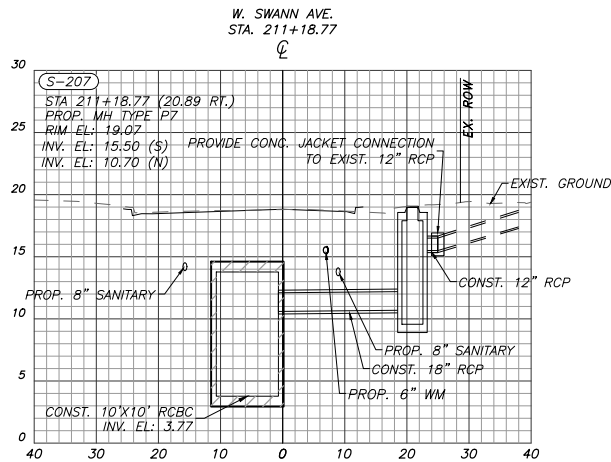


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HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'

 4030 W. BOY SCOUT BLVD. SUITE 700 TAMPA, FL 33607-1712	APPROVED BY: CHRISTIAN E. CHANDLER, P.E. ATKINSREALIS 4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712	No. DATE	REVISIONS	DES: CC, AD DRN: AD CKD: CC DATE: 6/26/26	CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT W. SWANN AVENUE DRAINAGE STRUCTURE SECTIONS	SHEET 234 OF 337



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY:

CHRISTIAN E. CHANDLER, P.E.
LICENSE NUMBER: 93449
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.

DATE

REVISIONS

3

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1

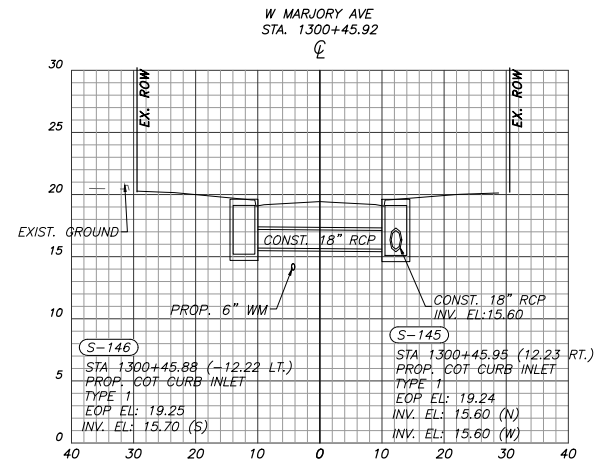
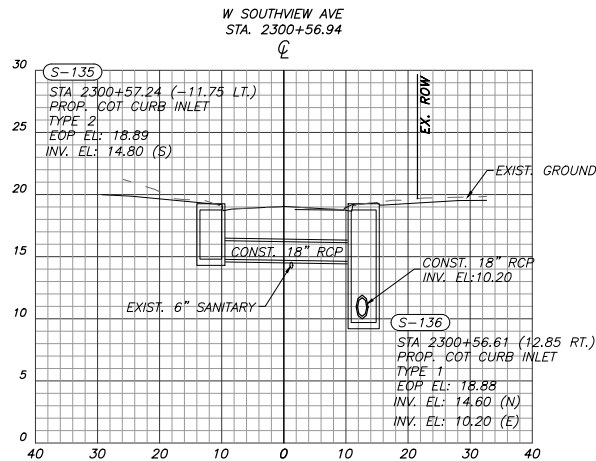
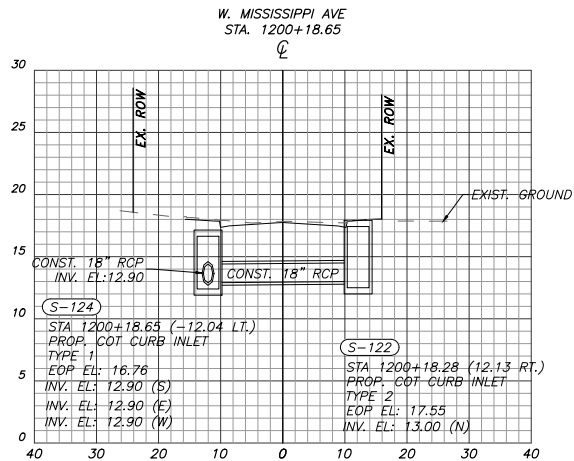
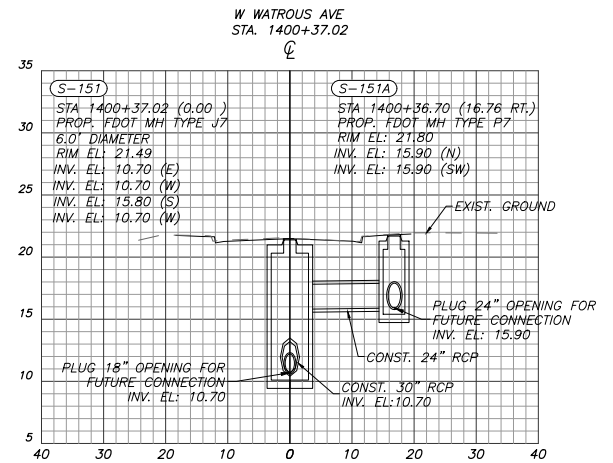
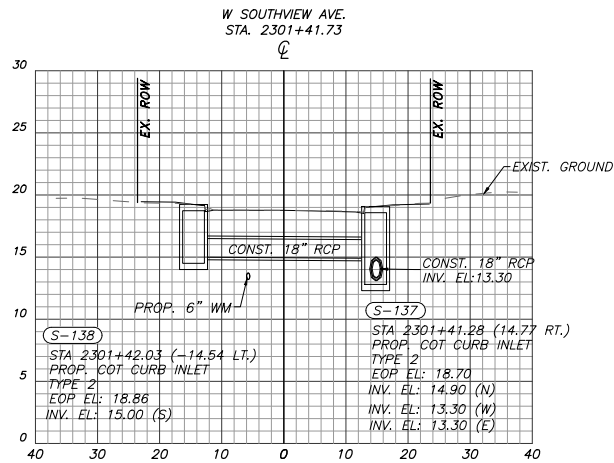
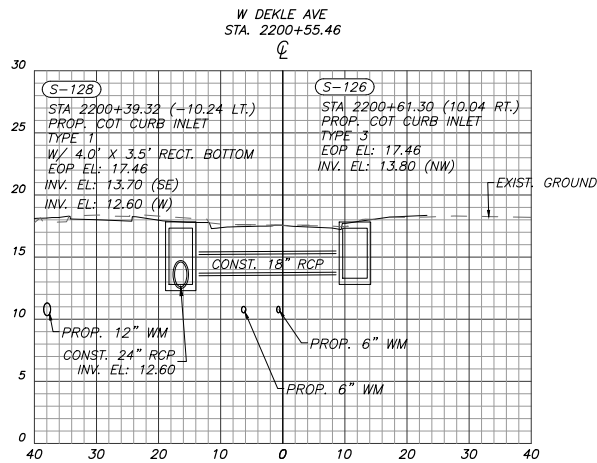
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DRN: AD
CKD: CC
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
W. SWANN AVENUE DRAINAGE
STRUCTURE SECTIONS

SHEET
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OF 337

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PLOT TIME: 6/26/2026 7:14 PM
PLOT STYLE: ATKINS 1.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY:
CHRISTIAN E. CHANDLER, P.E.
DATE
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: CC, AD
DRN: AD
CKD: CC
DATE: 6/26/26

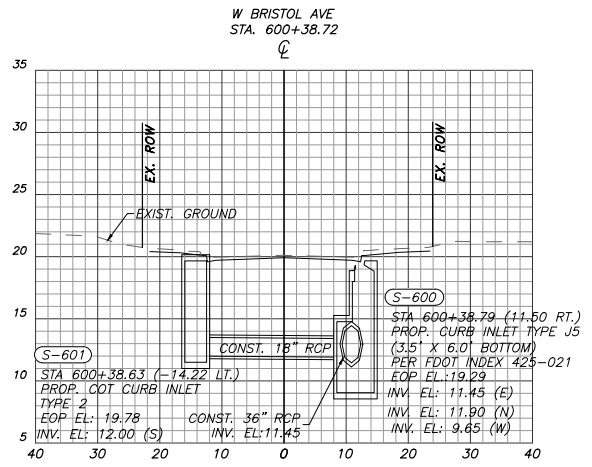
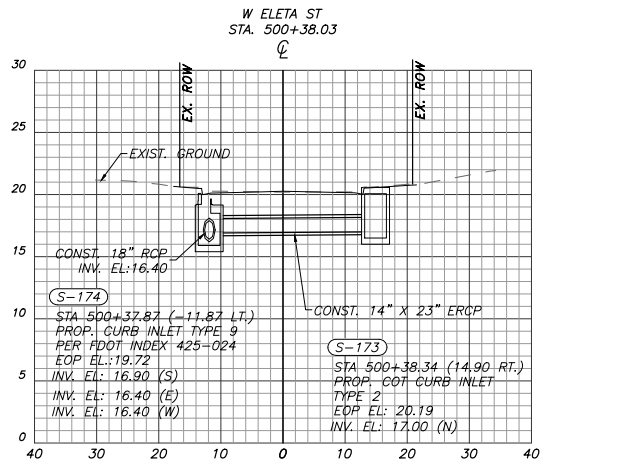
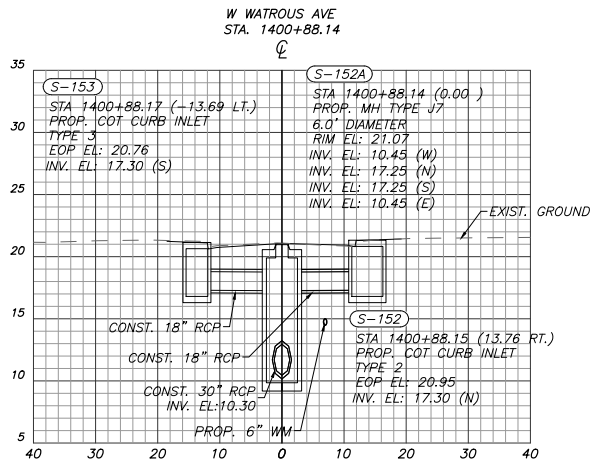
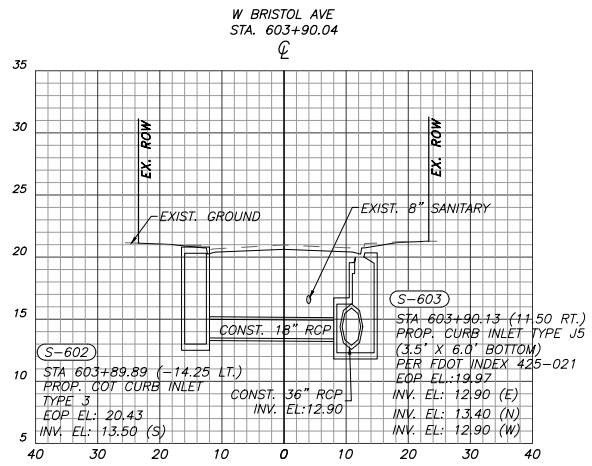
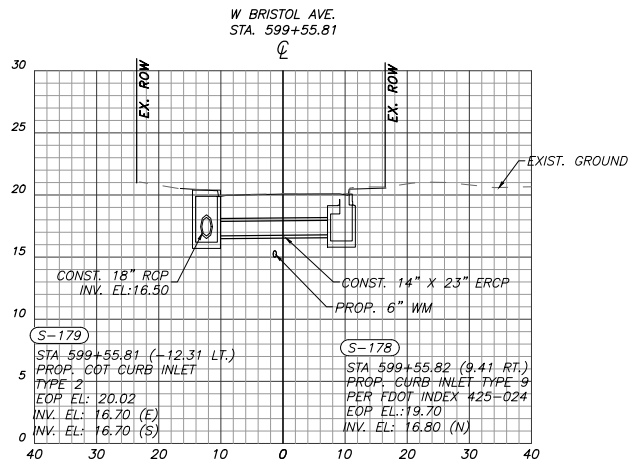
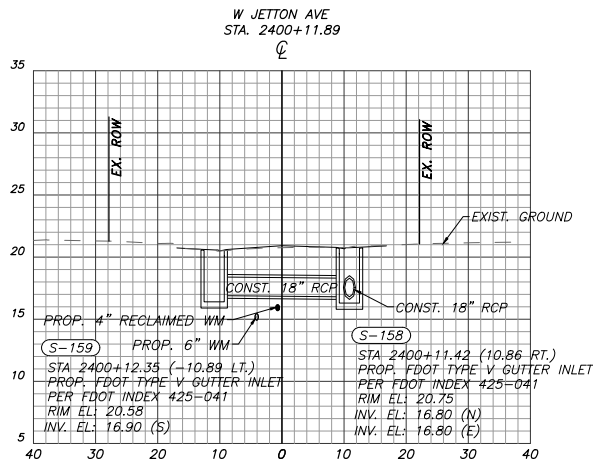
CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
SIDE STREETS DRAINAGE
STRUCTURE SECTIONS

SHEET
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OF 337

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HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'

	APPROVED BY: CHRISTIAN E. CHANDLER, P.E. DATE LISCENSE NUMBER: 93449 ATKINSREALIS 4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712	No.	DATE	REVISIONS	DES : CC, AD DRN : AD CKD : CC DATE : 6/26/26	 CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT SIDE STREETS DRAINAGE STRUCTURE SECTIONS	SHEET 237 OF 337
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		2						
		1						

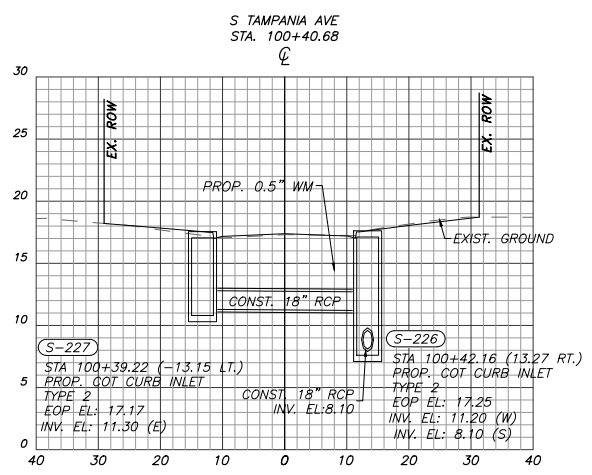
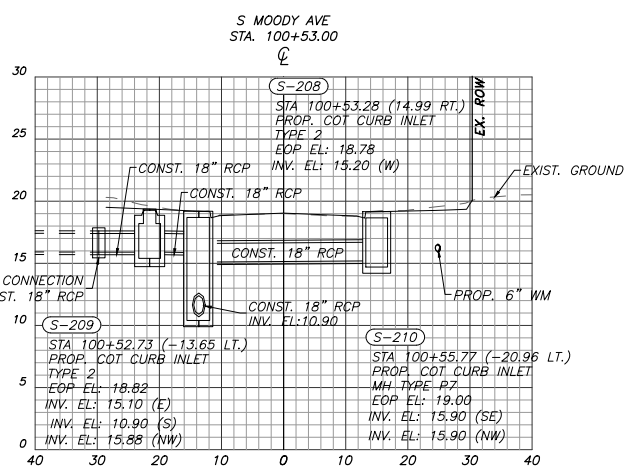
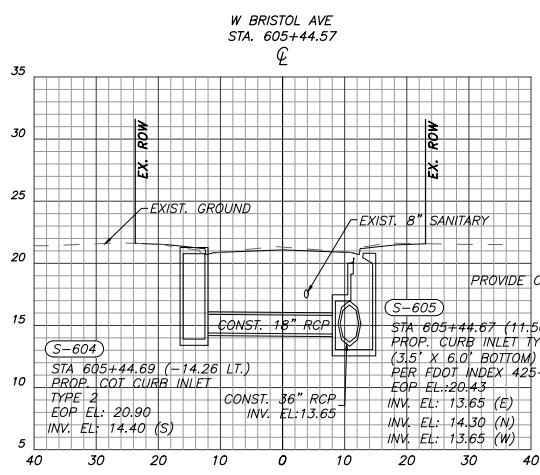
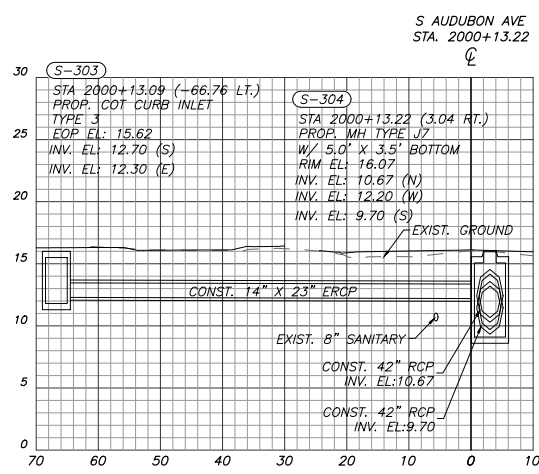
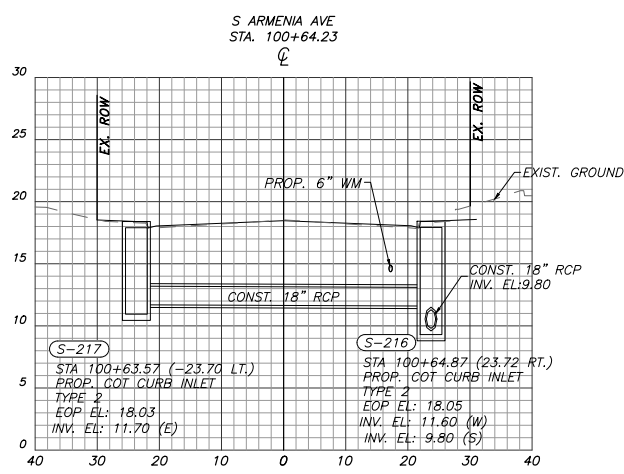
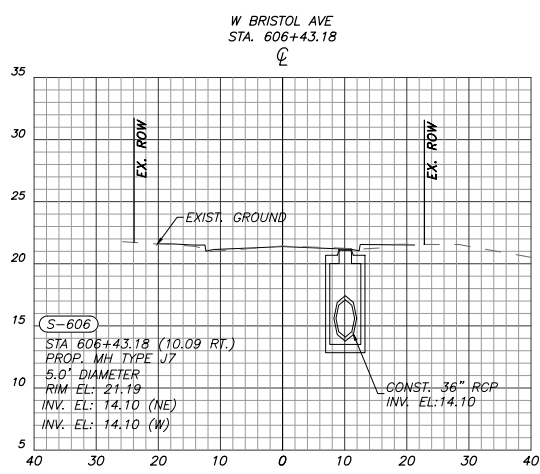
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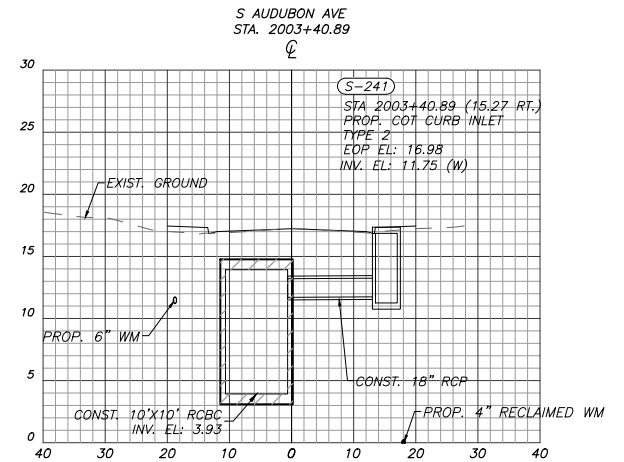
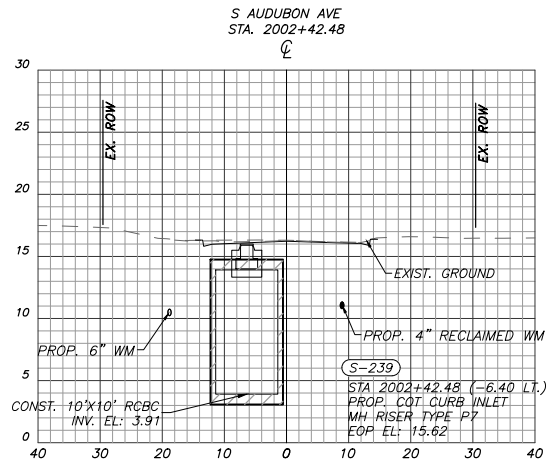
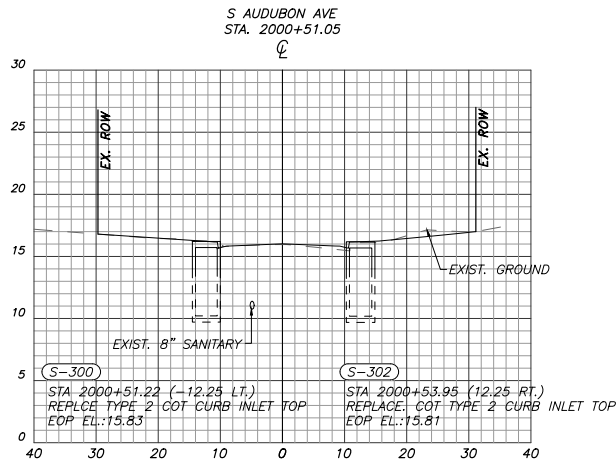
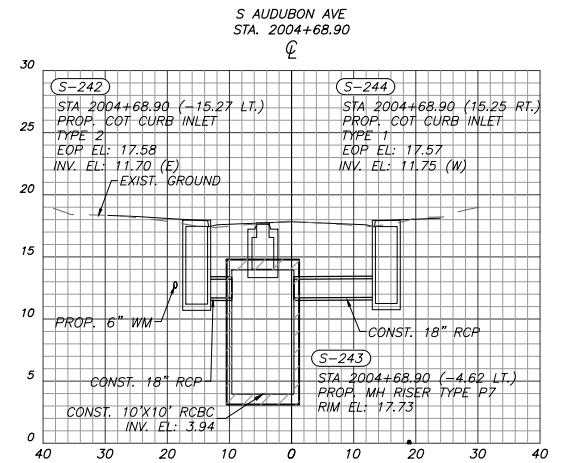
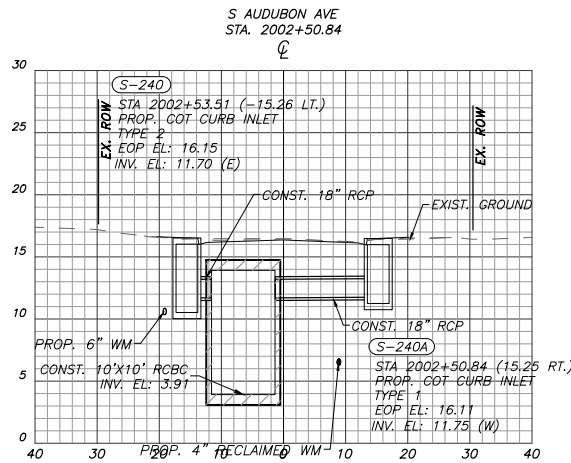
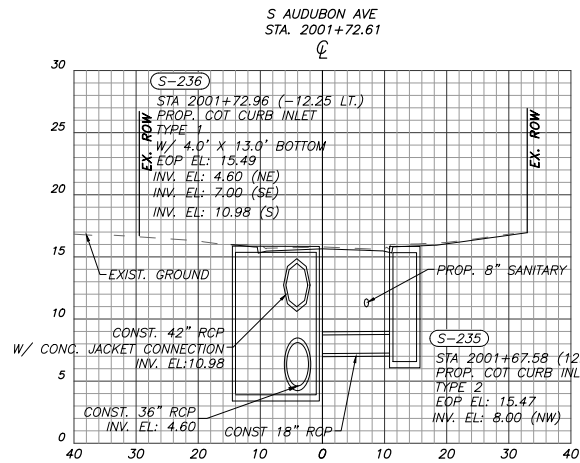
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HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'

	APPROVED BY:	No.	DATE	REVISIONS	DES: CC, AD	 CITY of TAMPA Mobility Department Stormwater Engineering Division	SOUTH HOWARD FLOOD RELIEF PROJECT SIDE STREETS DRAINAGE STRUCTURE SECTIONS	SHEET 238 OF 337
	CHRISTIAN E. CHANDLER, P.E.	3			DRN: AD			
	LICENSE NUMBER: 93449	2			CKD: CC			
	ATKINSREALIS 4030 WEST BOY SCOUT BOULEVARD, SUITE 700 TAMPA, FL 33607-1712	1			DATE: 6/26/26			

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PLOT STYLE: ATKINS.LSTB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY:
CHRISTIAN E. CHANDLER, P.E.
DATE
LISCENSE NUMBER: 93449
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: CC, AD
DRN: AD
CKD: CC
DATE: 6/26/26

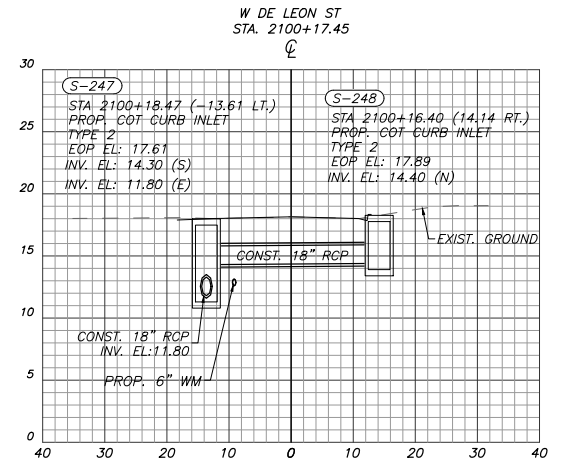
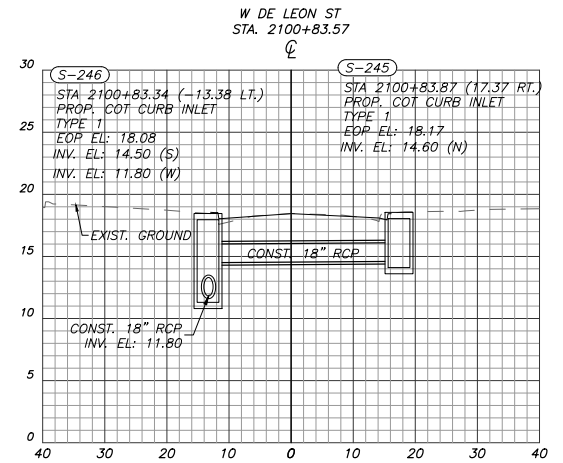
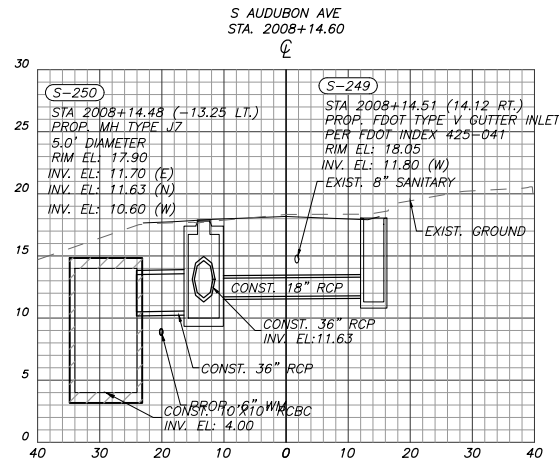
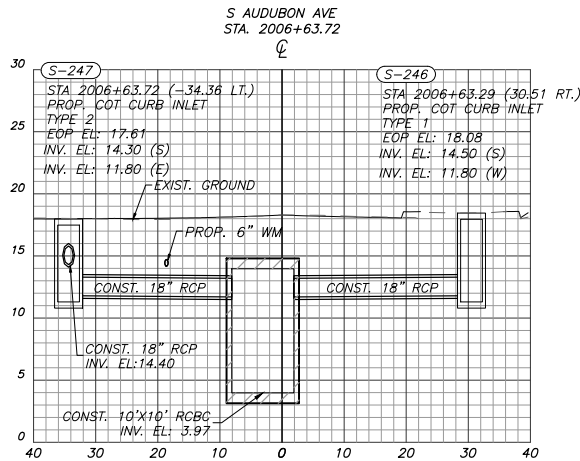
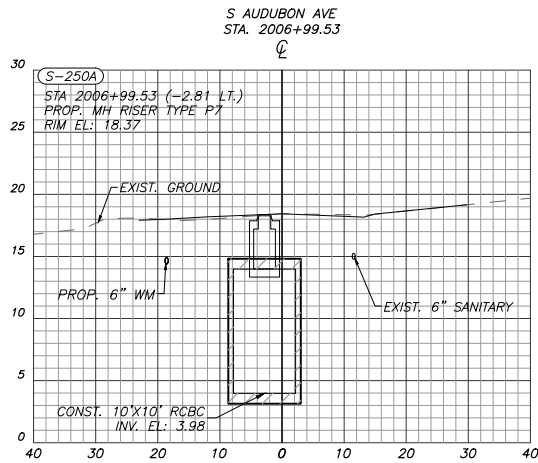
CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
SIDE STREETS DRAINAGE
STRUCTURE SECTIONS

SHEET
239
OF 337

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PLOT STYLE: ATKINS 1.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY:
CHRISTIAN E. CHANDLER, P.E.
LICENSE NUMBER: 93449
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: CC, AD
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CKD: CC
DATE: 6/26/26

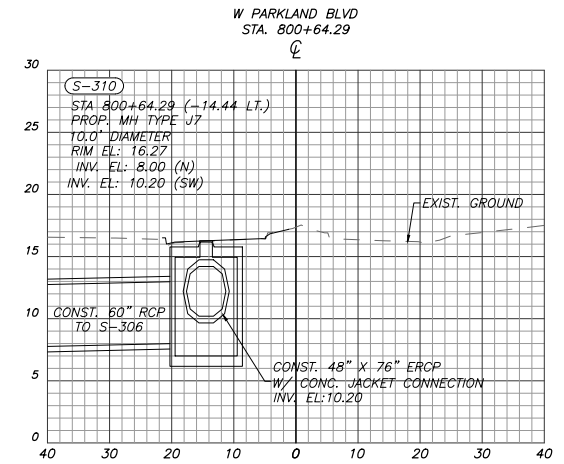
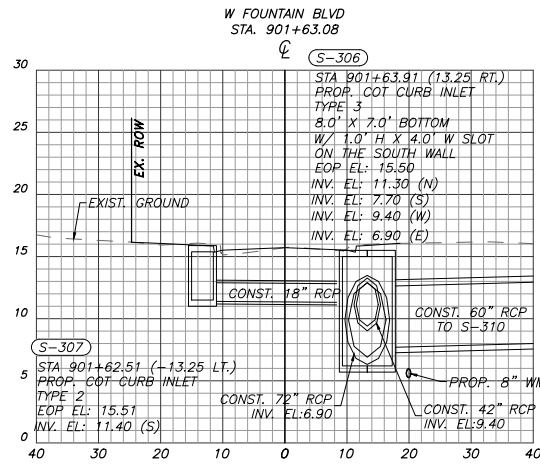
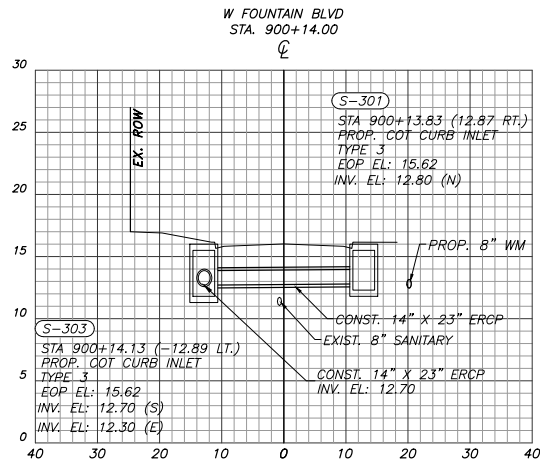
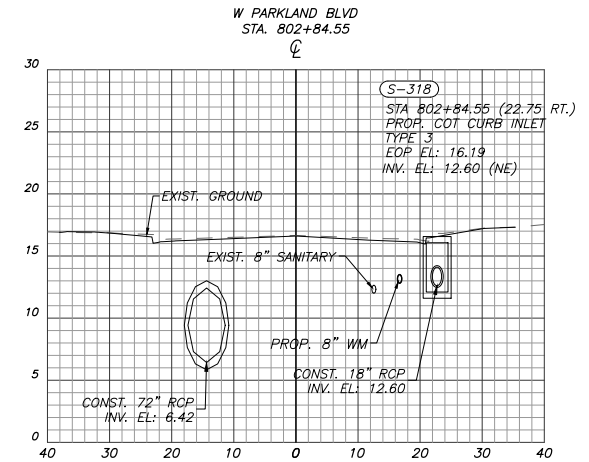
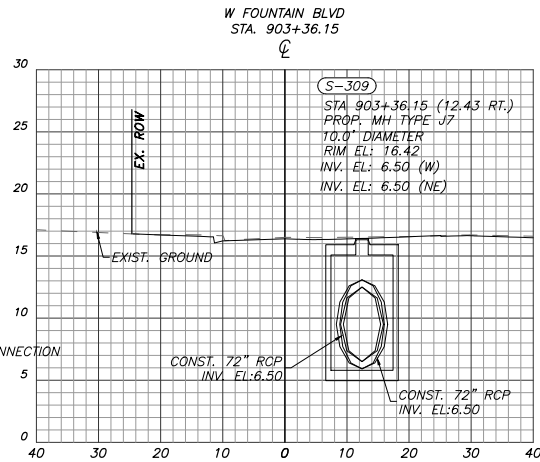
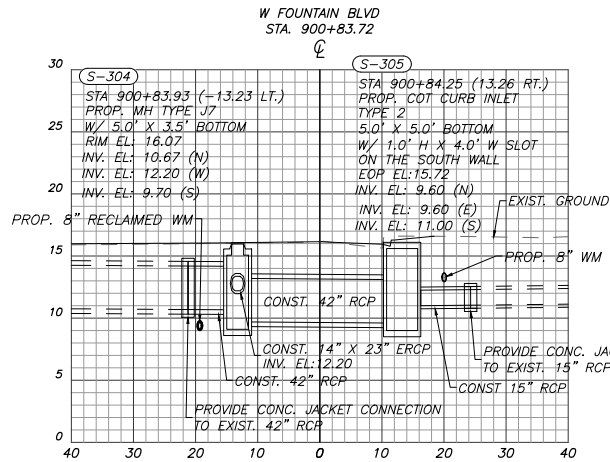
CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
SIDE STREETS DRAINAGE
STRUCTURE SECTIONS

SHEET
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OF 337

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PLOT STYLE: ATKINS.LSTB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY:
CHRISTIAN E. CHANDLER, P.E.
LICENSE NUMBER: 93449
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: CC, AD
DRN: AD
CKD: CC
DATE: 6/26/26

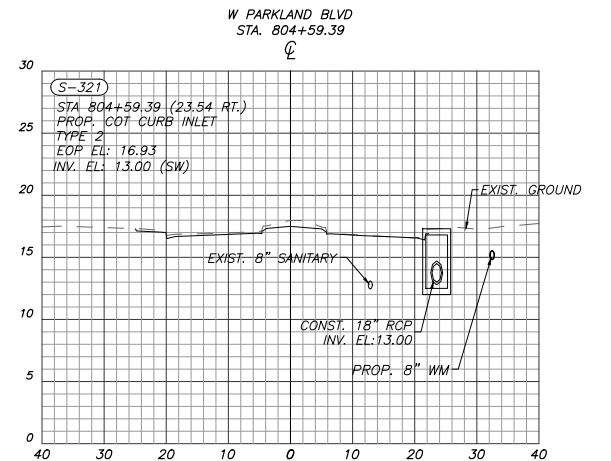
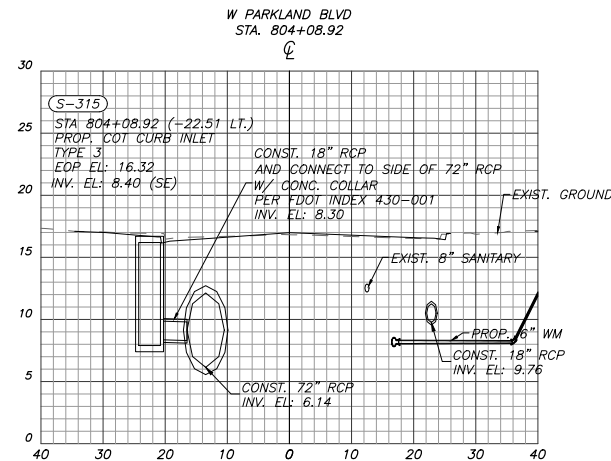
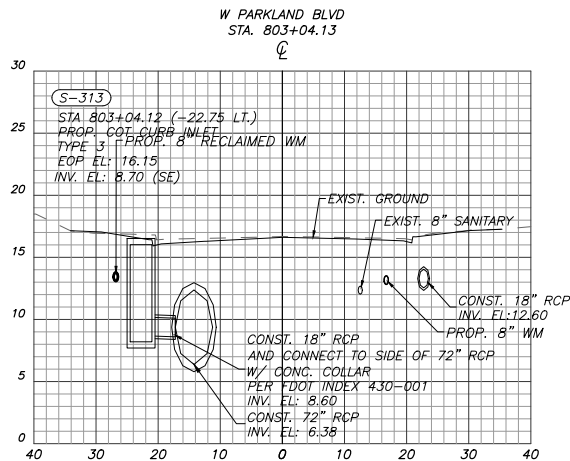
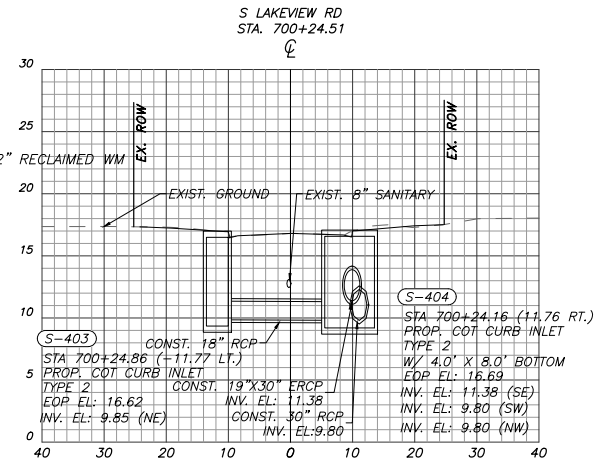
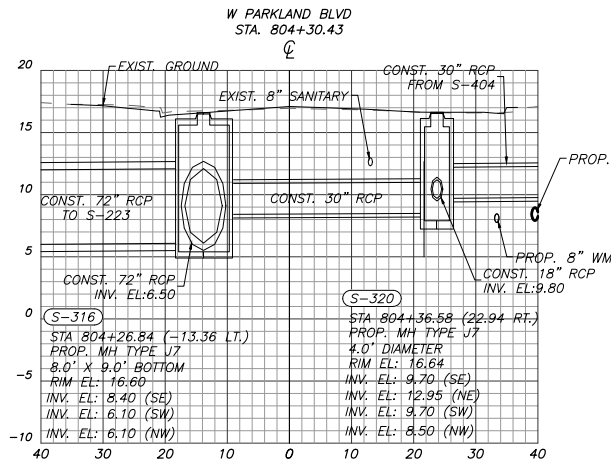
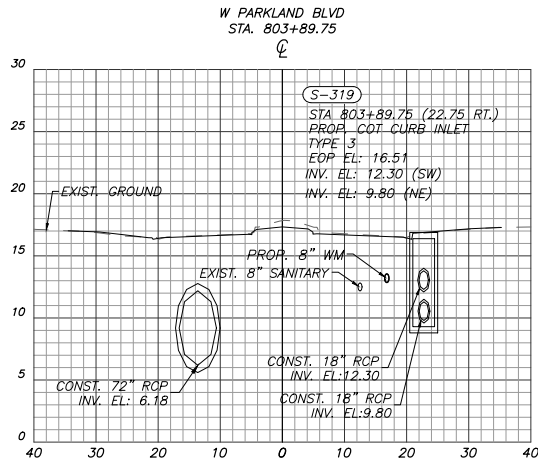
CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
SIDE STREETS DRAINAGE
STRUCTURE SECTIONS

SHEET
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OF 337

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PLOT STYLE: ATKINS 1.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY:
CHRISTIAN E. CHANDLER, P.E.
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: CC, AD
DRN: AD
CKD: CC
DATE: 6/26/26

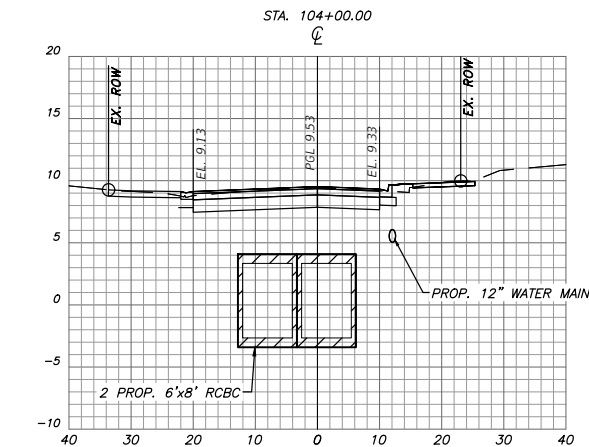
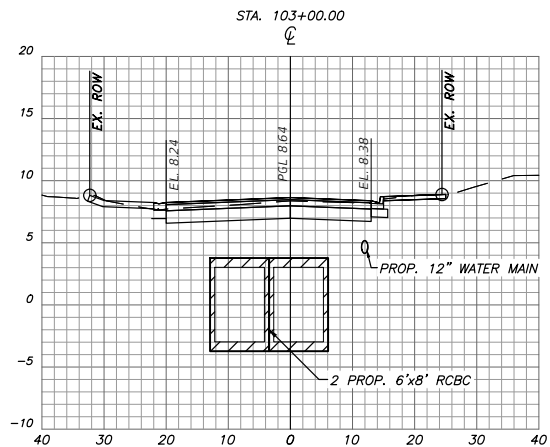
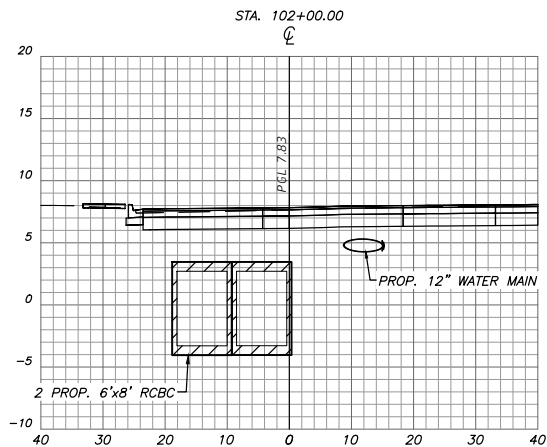
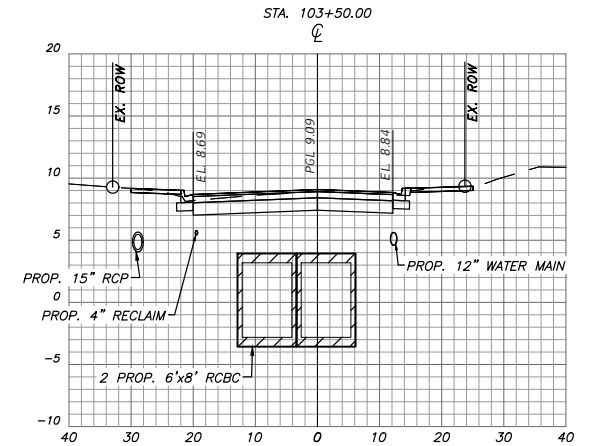
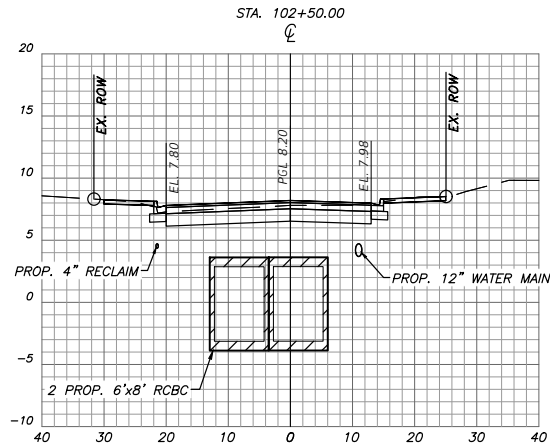
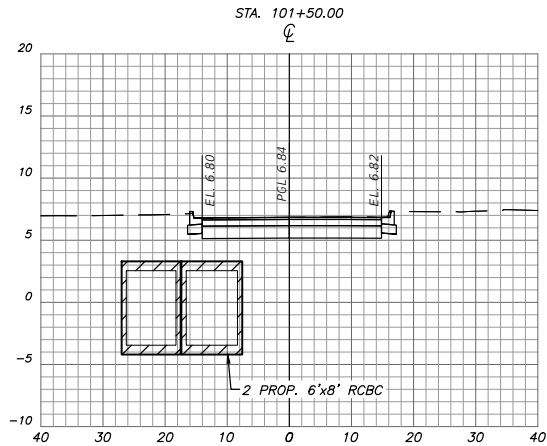
CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
SIDE STREETS DRAINAGE
STRUCTURE SECTIONS

SHEET
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OF 337

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PLOT TIME: 6/28/2026 9:48 AM
PLOT STYLE: ATKINS.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY: _____
MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: MH
DRN: DL/FP/TS
CKD: MH
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

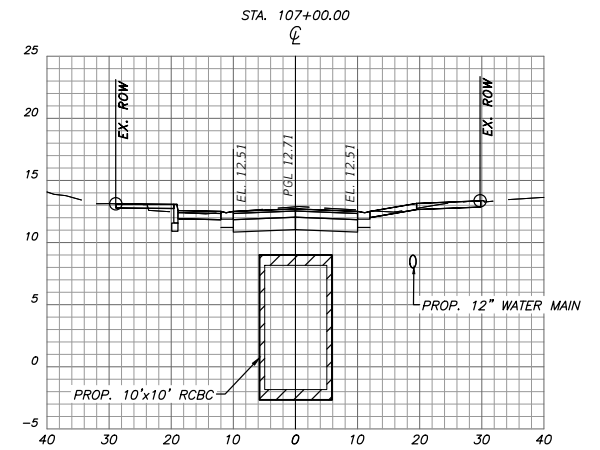
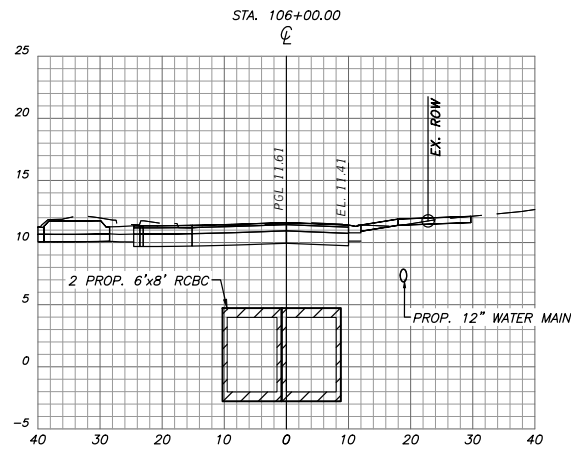
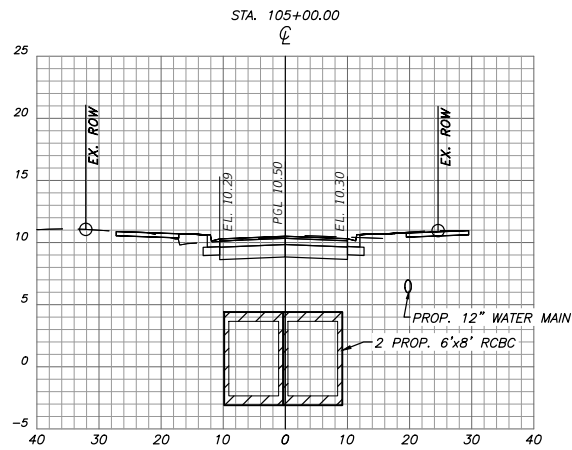
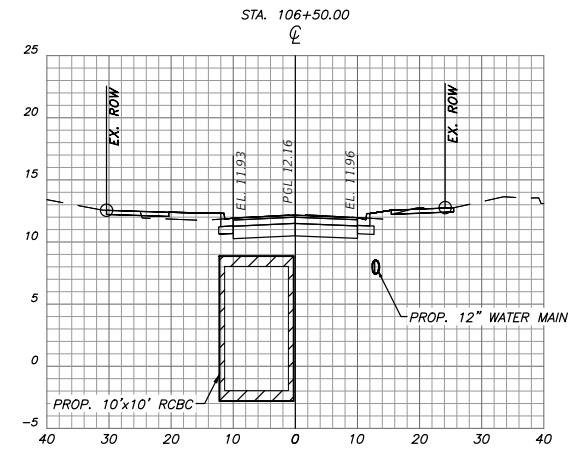
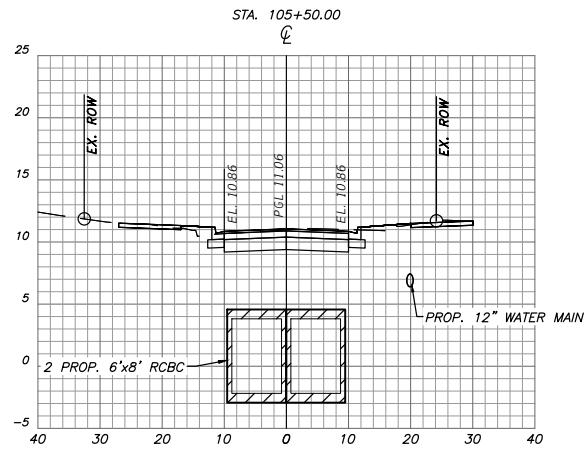
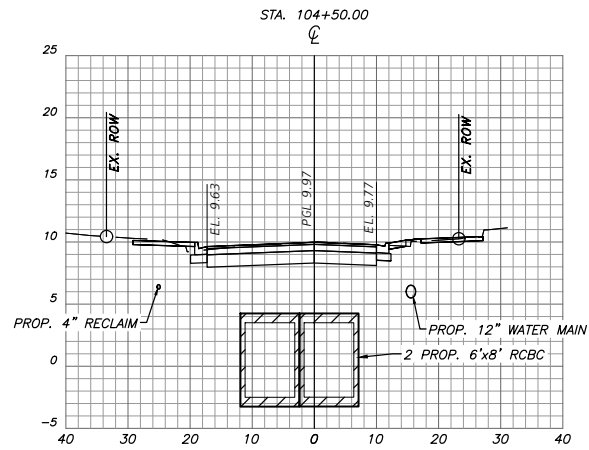
SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE. - CROSS SECTION

SHEET
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OF 337

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FILE NAME: CROSS SECTIONS - HOWARD.dwg
PLOT TIME: 6/28/2026 9:48 AM
PLOT STYLE: ATKINS.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY: _____
MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: MH
DRN: DL/FP/TS
CKD: MH
DATE: 6/26/26

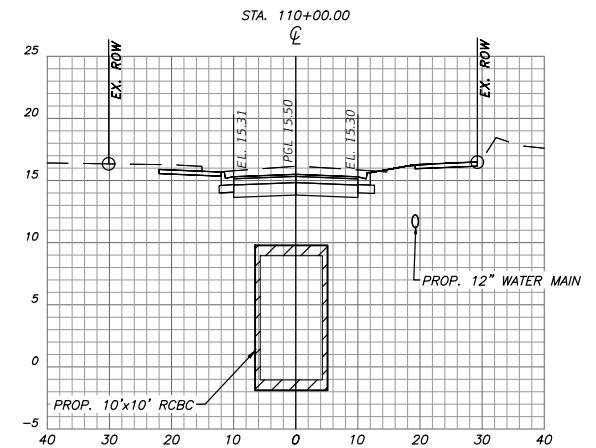
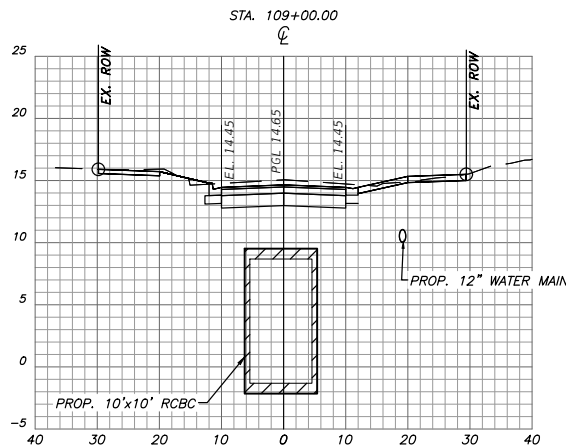
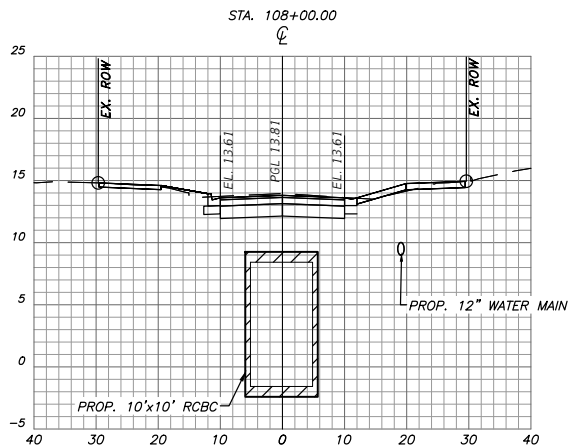
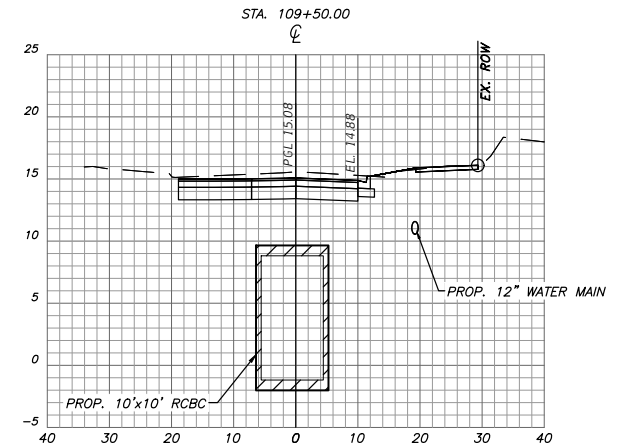
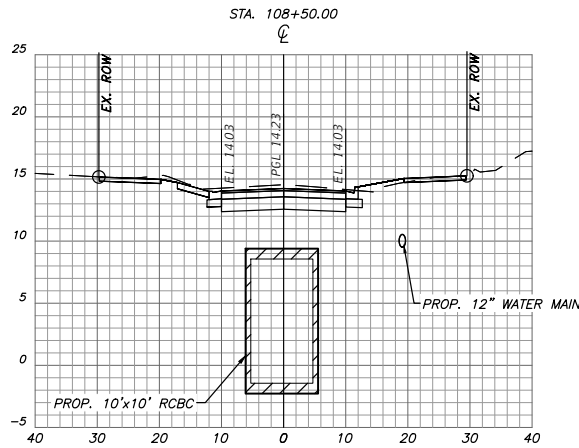
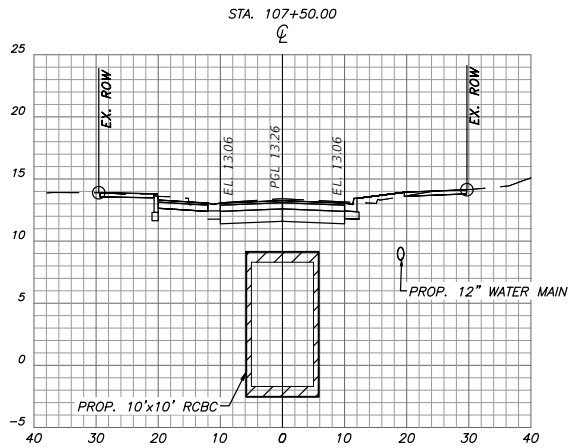
CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
S. HOWARD AVE. - CROSS SECTION

SHEET
244
OF 337

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 PLOT STYLE: ATKINS.STB



HORIZONTAL SCALE 1" = 20'
 VERTICAL SCALE 1" = 5'



APPROVED BY:
 MICHAEL A. HARTMAN, P.E.
 LICENSE NUMBER: 88595
 ATKINSREALIS
 4030 WEST BOY SCOUT BOULEVARD, SUITE 700
 TAMPA, FL 33607-1712

No.	DATE	REVISIONS
3		
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DES: MH
 DRN: DL/FP/TS
 CKD: MH
 DATE: 6/26/26

CITY of TAMPA
 Mobility Department
 Stormwater Engineering Division

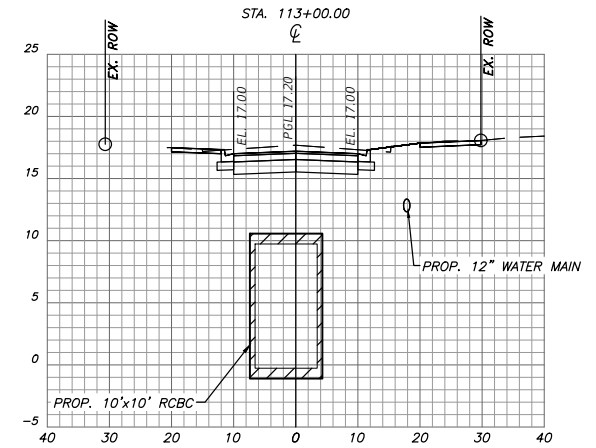
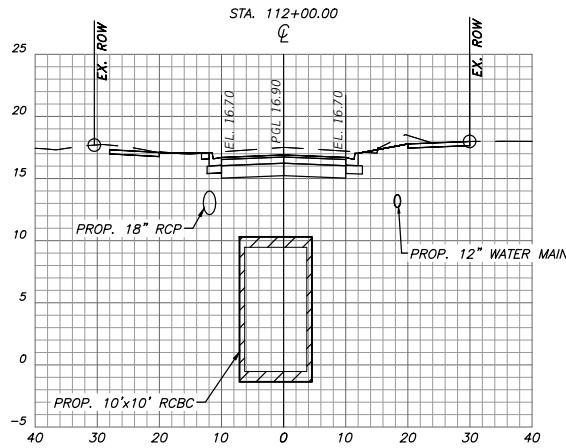
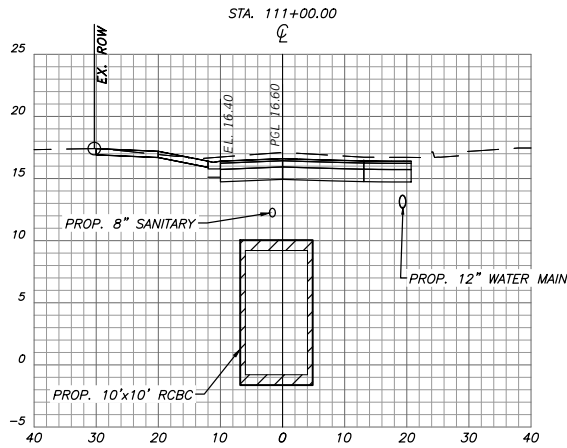
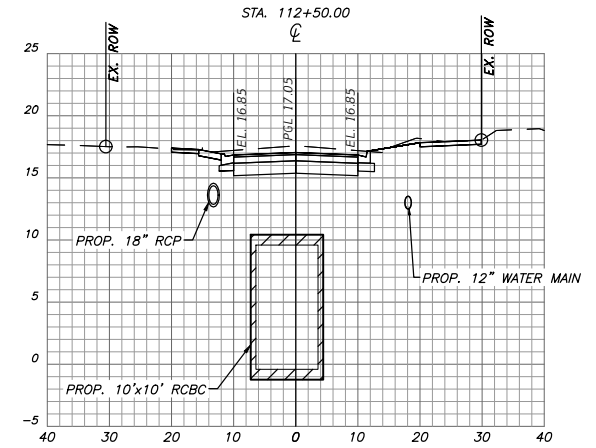
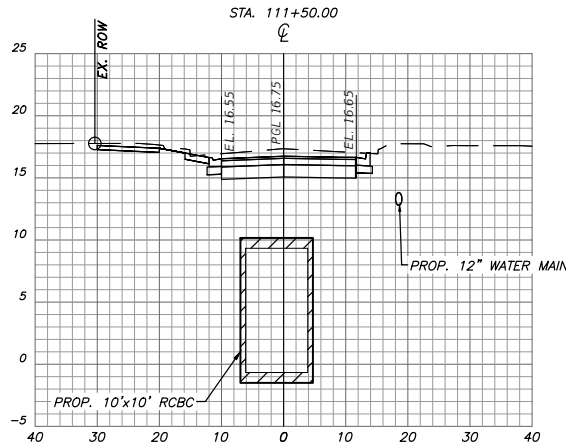
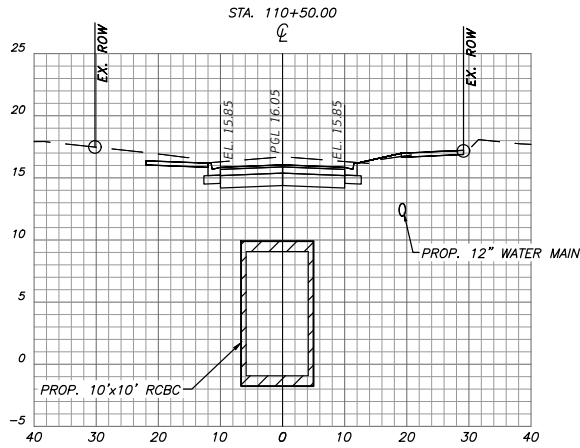
SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE. - CROSS SECTION

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HORIZONTAL SCALE 1" = 20'
 VERTICAL SCALE 1" = 5'



APPROVED BY:
 MICHAEL A. HARTMAN, P.E.
 LICENSE NUMBER: 88595
 ATKINSREALIS
 4030 WEST BOY SCOUT BOULEVARD, SUITE 700
 TAMPA, FL 33607-1712

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CITY of TAMPA
 Mobility Department
 Stormwater Engineering Division

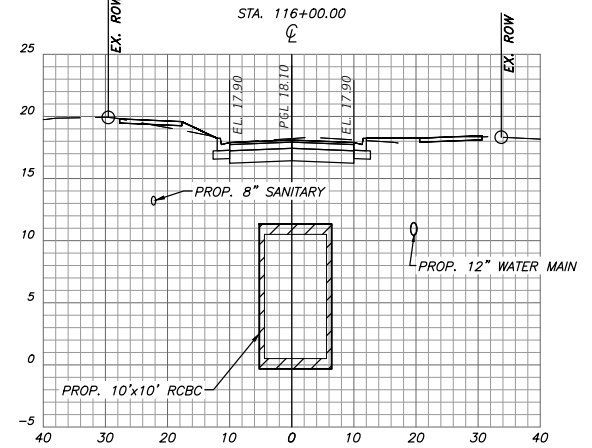
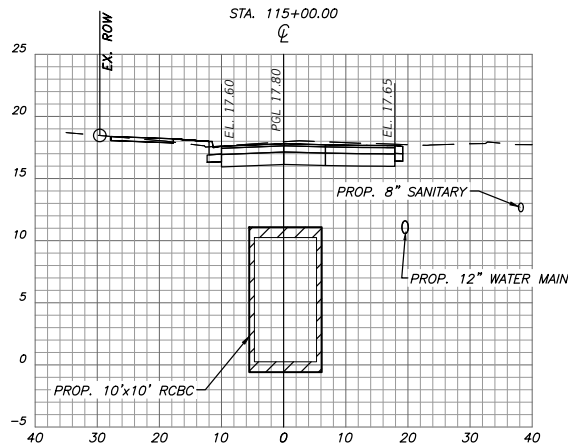
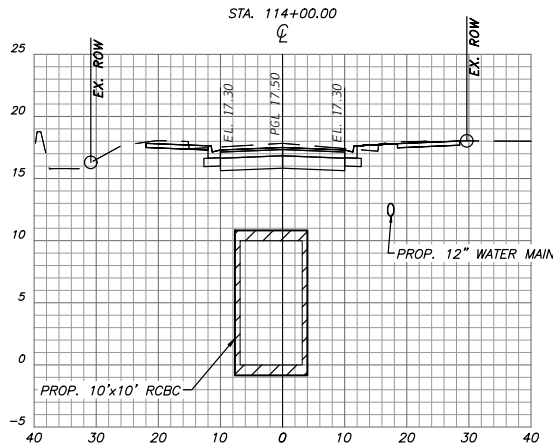
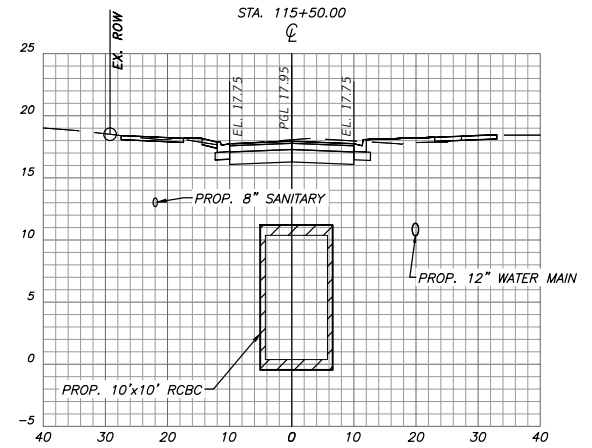
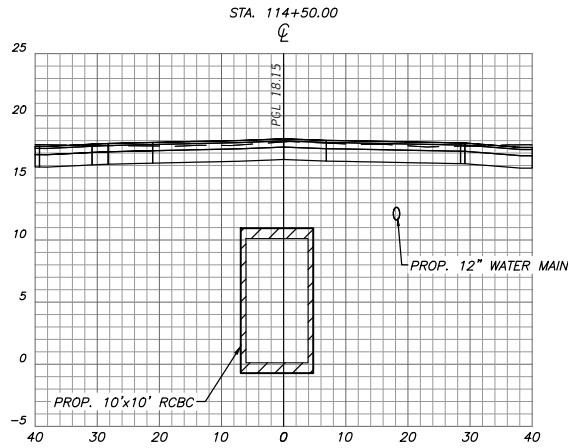
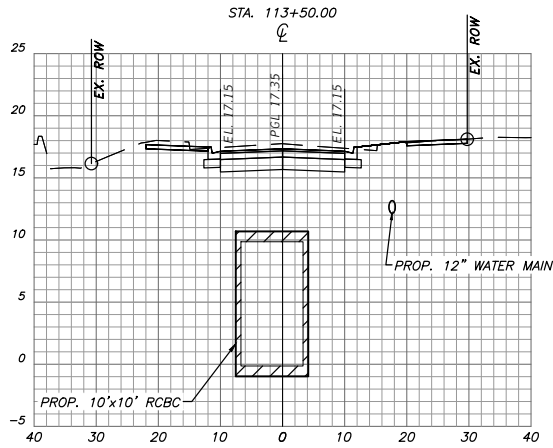
SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE. - CROSS SECTION

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PLOT TIME: 6/28/2026 9:49 AM
PLOT STYLE: ATKINS.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY: _____ DATE _____
MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: MH
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CITY of TAMPA
Mobility Department
Stormwater Engineering Division

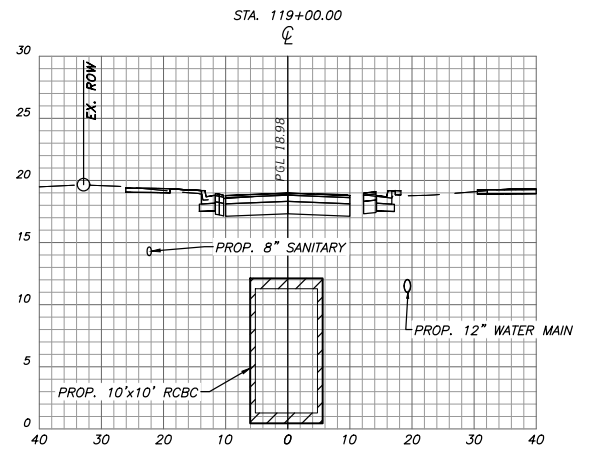
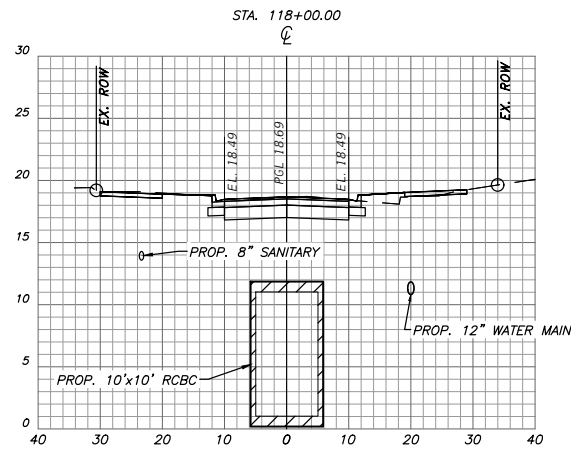
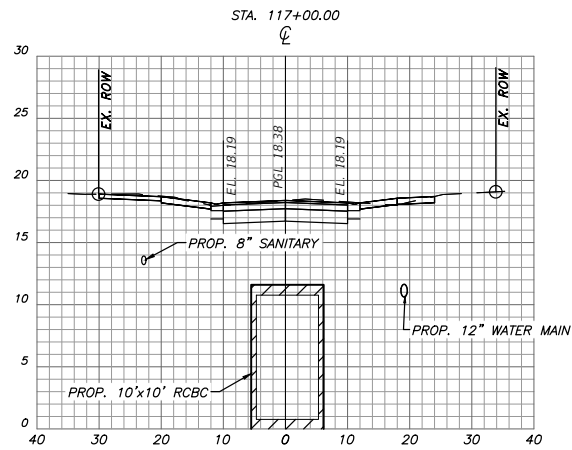
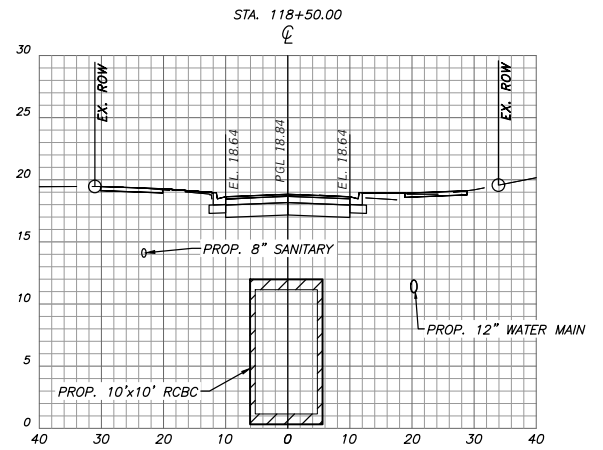
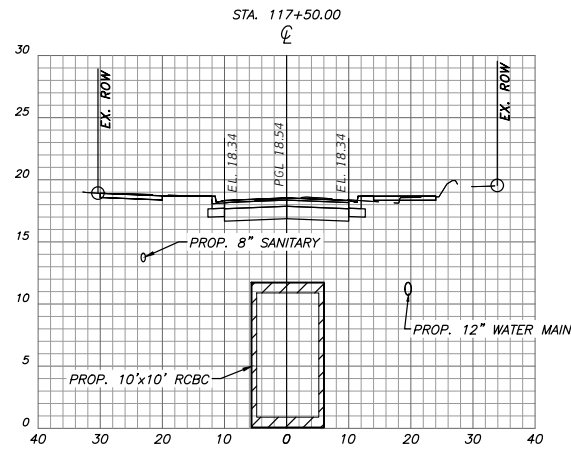
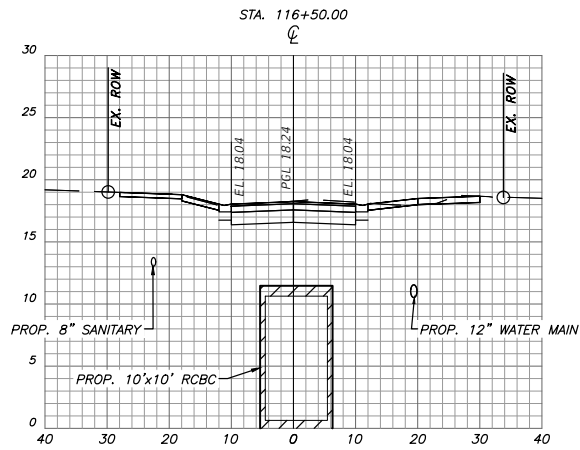
SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE. - CROSS SECTION

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247
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PLOT STYLE: ATKINS.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY:
MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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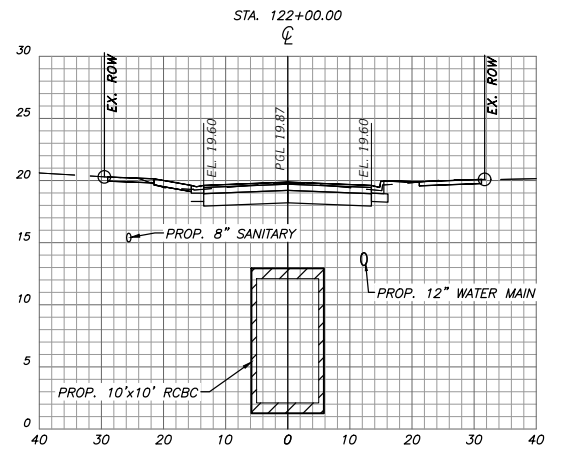
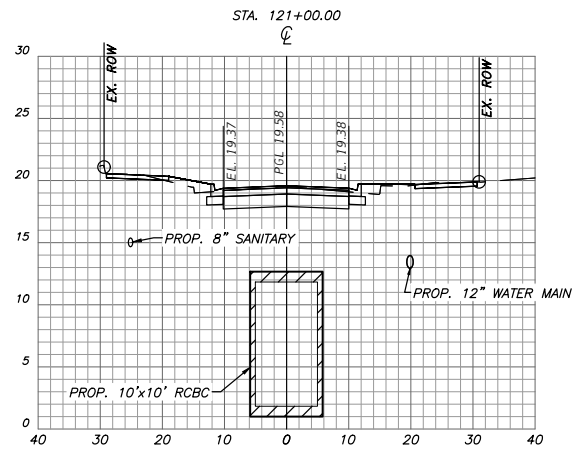
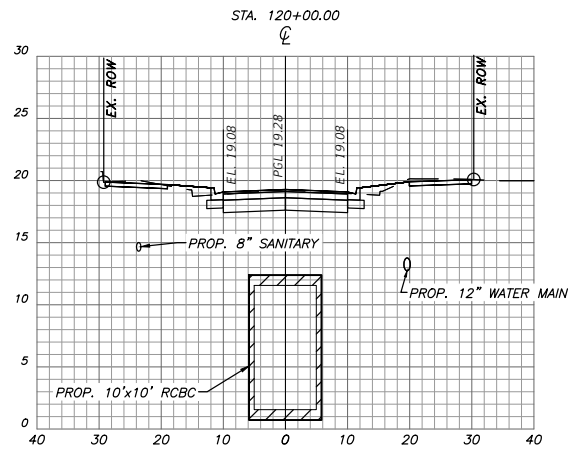
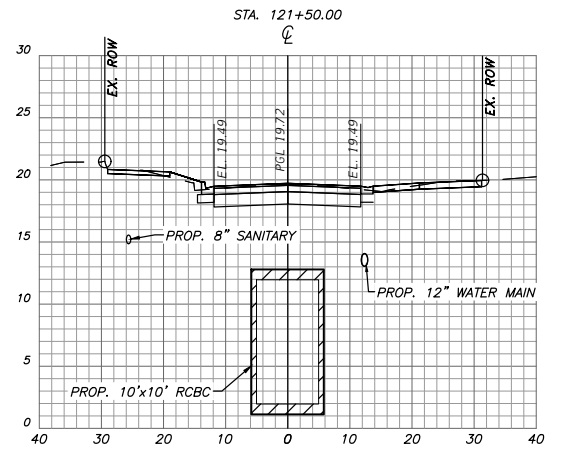
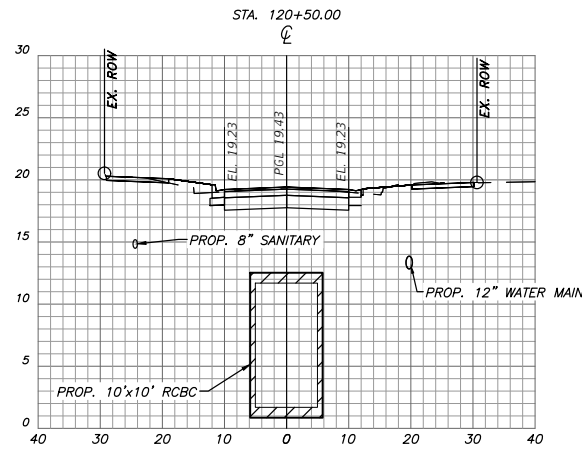
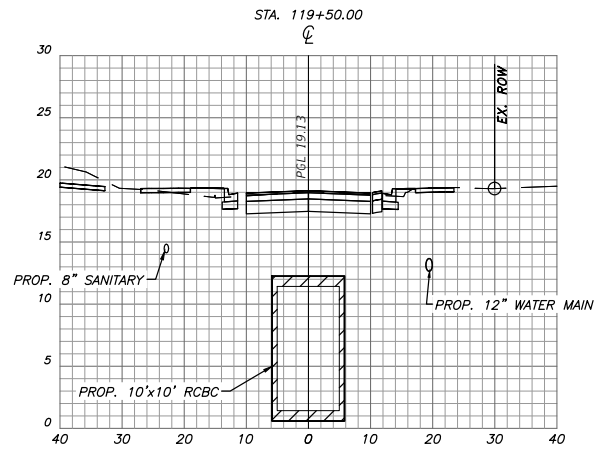
CITY of TAMPA
Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT
S. HOWARD AVE. - CROSS SECTION

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OF 337

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PLOT TIME: 6/28/2026 9:49 AM
PLOT STYLE: ATKINS.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY: _____
MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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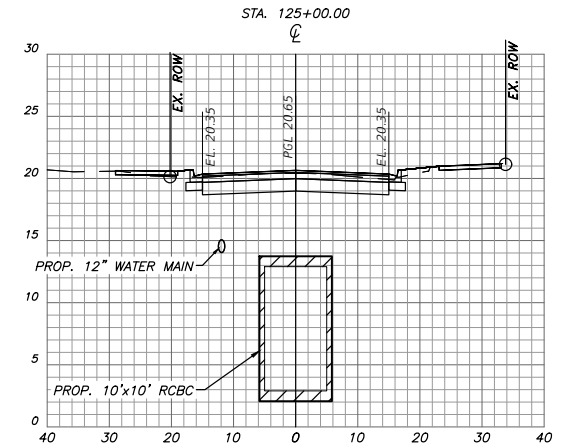
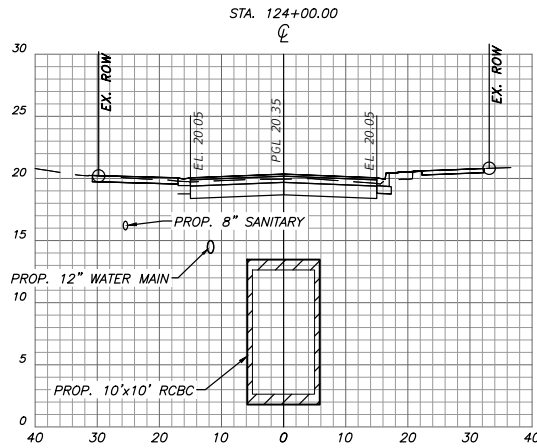
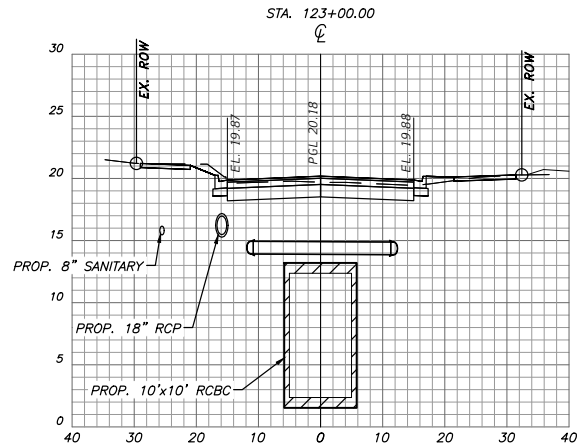
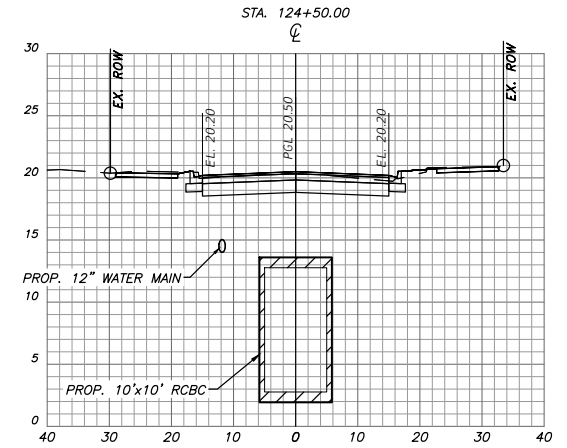
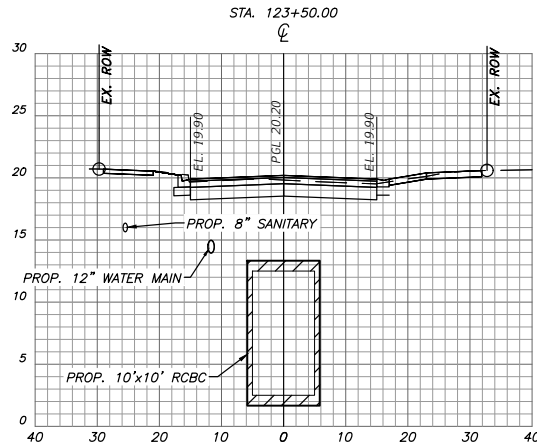
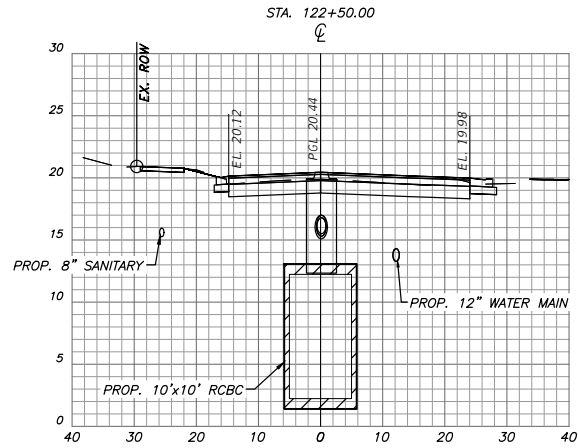
CITY of TAMPA
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SOUTH HOWARD FLOOD RELIEF PROJECT
S. HOWARD AVE. - CROSS SECTION

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249
OF 337

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 PLOT STYLE: ATKINS.STB



HORIZONTAL SCALE 1" = 20'
 VERTICAL SCALE 1" = 5'



APPROVED BY: _____
 MICHAEL A. HARTMAN, P.E.
 LICENSE NUMBER: 88595
 ATKINSREALIS
 4030 WEST BOY SCOUT BOULEVARD, SUITE 700
 TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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CITY of TAMPA
 Mobility Department
 Stormwater Engineering Division

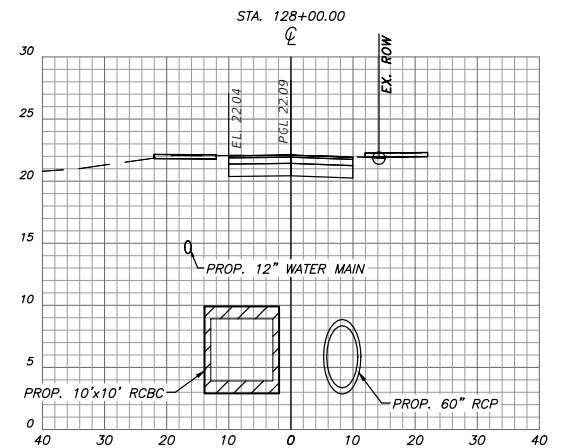
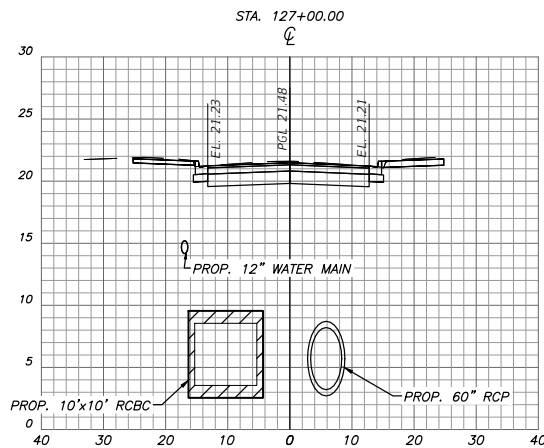
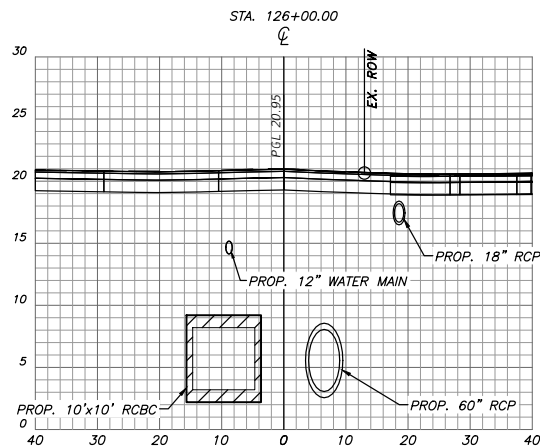
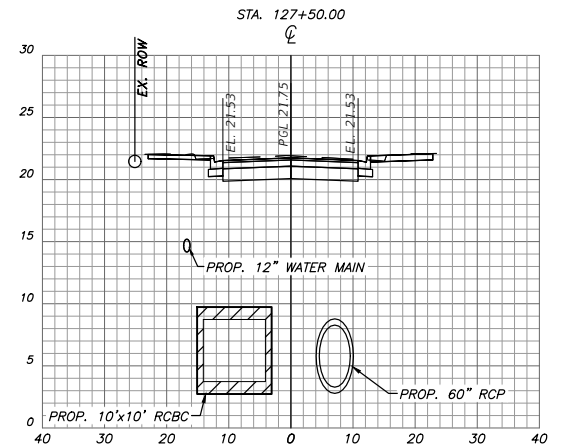
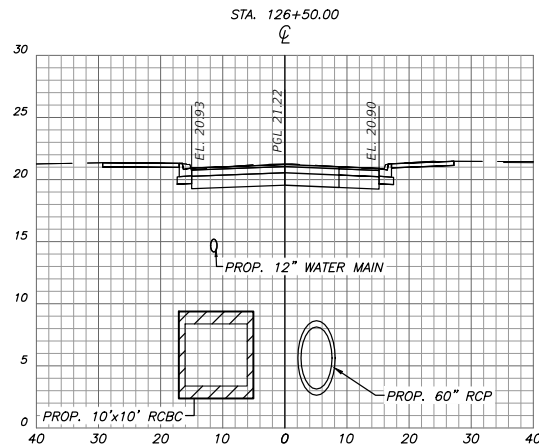
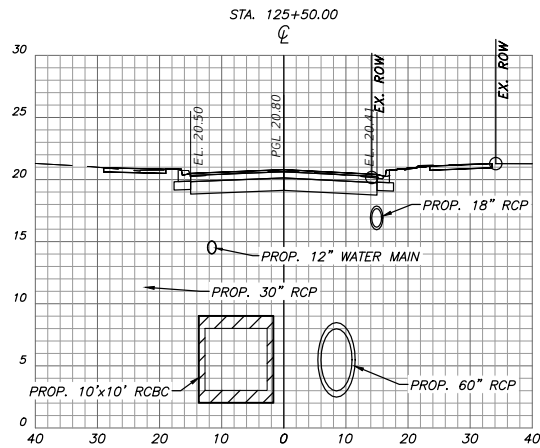
SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE. - CROSS SECTION

SHEET
 250
 OF 337

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PLOT TIME: 6/28/2026 10:06 AM
PLOT STYLE: ATKINS.STB



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY:
MICHAEL A. HARTMAN, P.E.
DATE
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
3		
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DES: MH
DRN: DL/FP/TS
CKD: MH
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

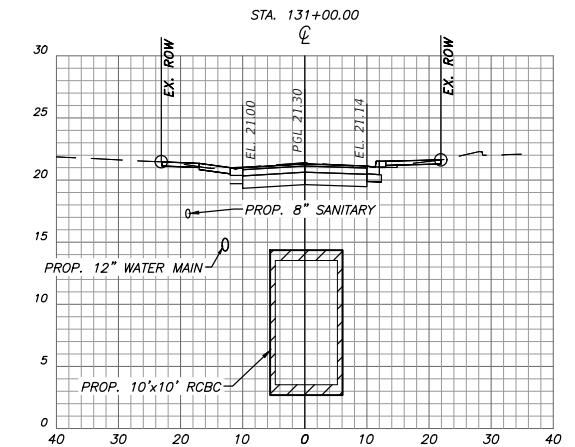
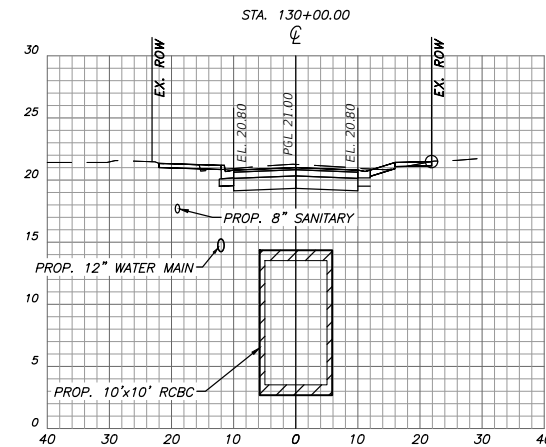
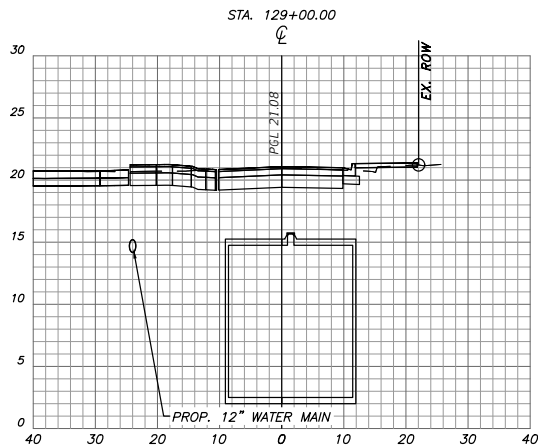
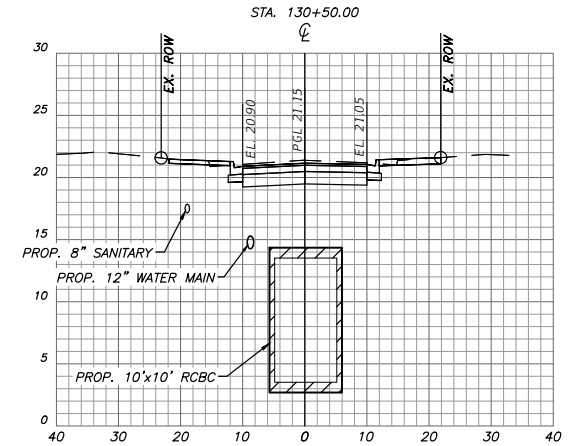
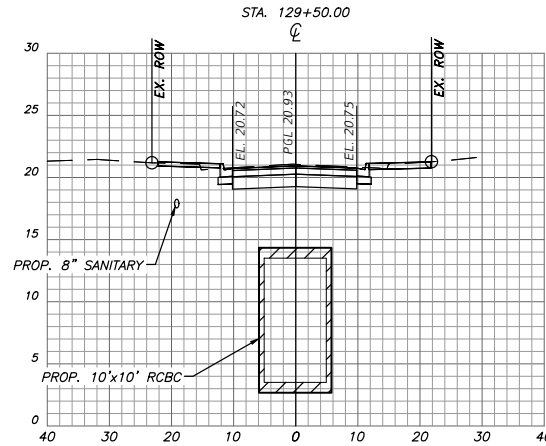
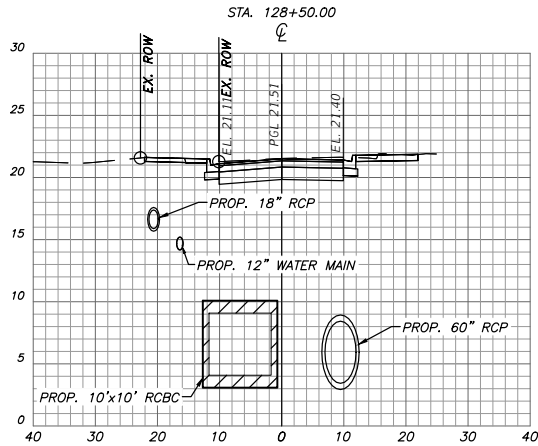
SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE. - CROSS SECTION

SHEET
251
OF 337

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 PLOT TIME: 6/28/2026 9:50 AM
 PLOT STYLE: ATKINS.STB



HORIZONTAL SCALE 1" = 20'
 VERTICAL SCALE 1" = 5'



APPROVED BY: _____
 MICHAEL A. HARTMAN, P.E.
 LICENSE NUMBER: 88595
 ATKINSREALIS
 4030 WEST BOY SCOUT BOULEVARD, SUITE 700
 TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: MH
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CITY of TAMPA
 Mobility Department
 Stormwater Engineering Division

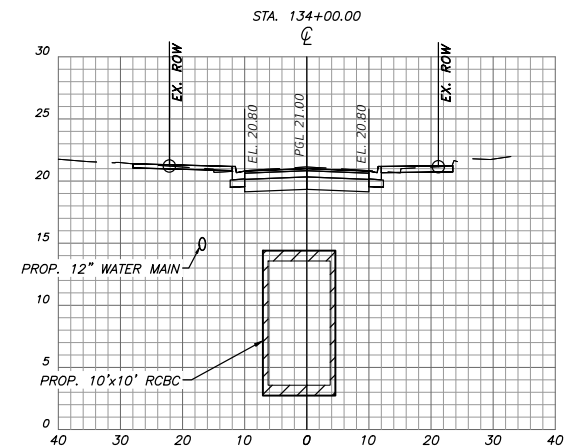
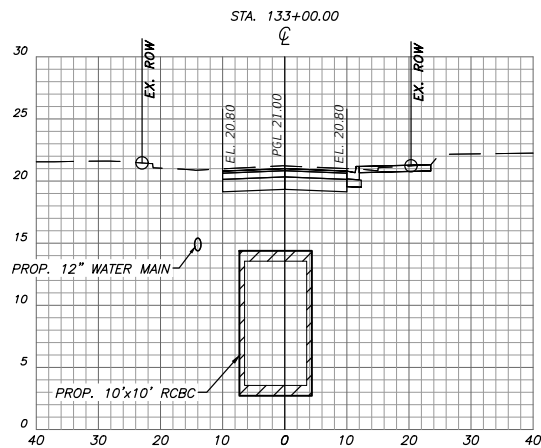
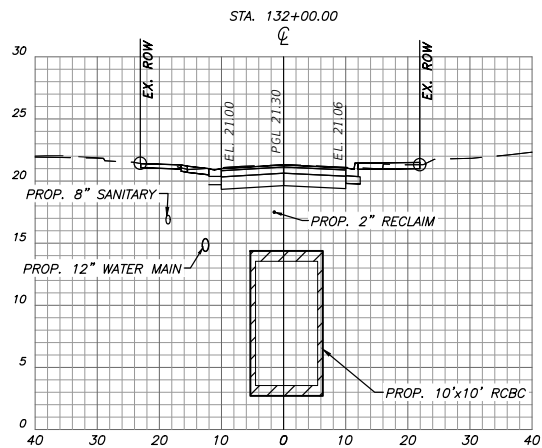
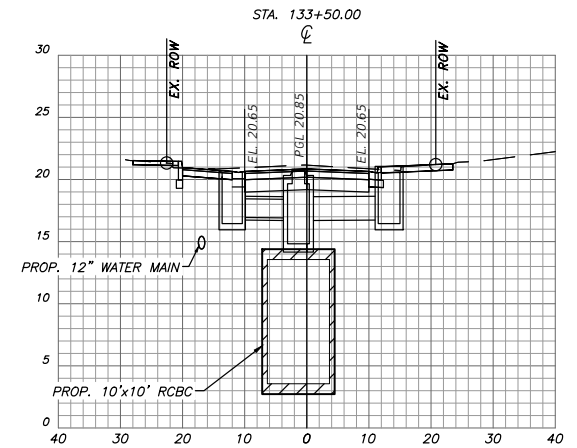
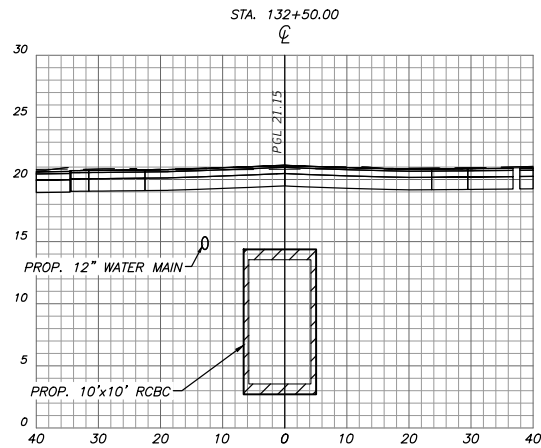
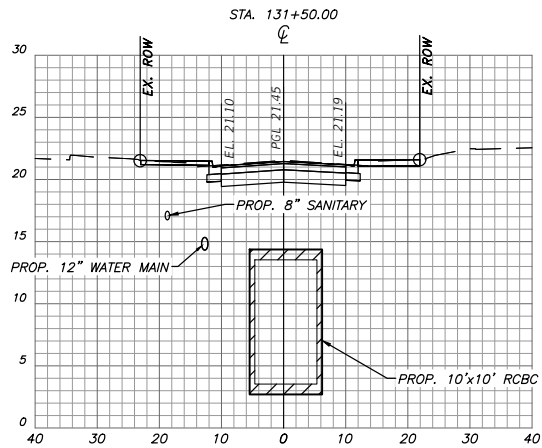
SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE. - CROSS SECTION

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HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY: _____
MICHAEL A. HARTMAN, P.E.
LICENSE NUMBER: 88595
ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

No.	DATE	REVISIONS
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DES: MH
DRN: DL/FP/TS
CKD: MH
DATE: 6/26/26

CITY of TAMPA
Mobility Department
Stormwater Engineering Division

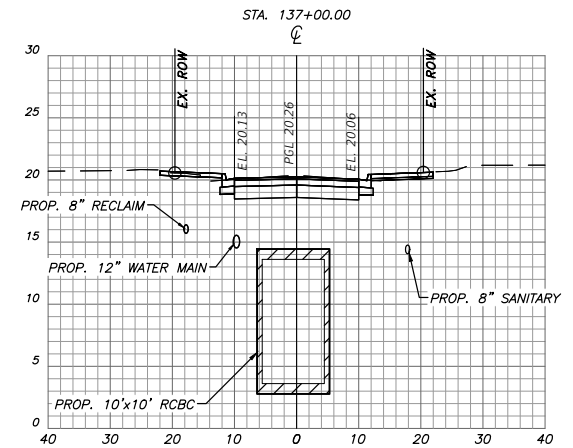
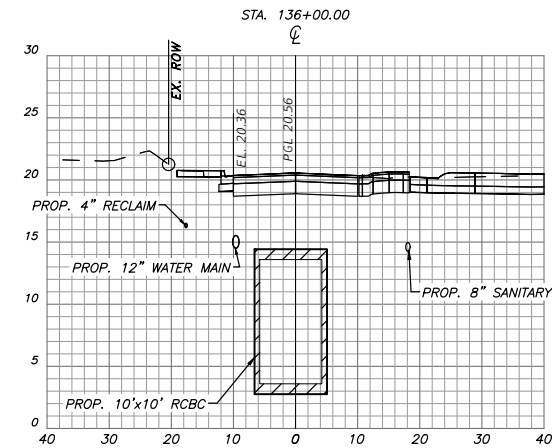
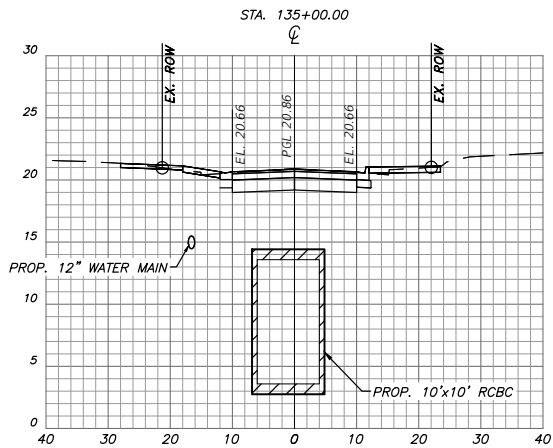
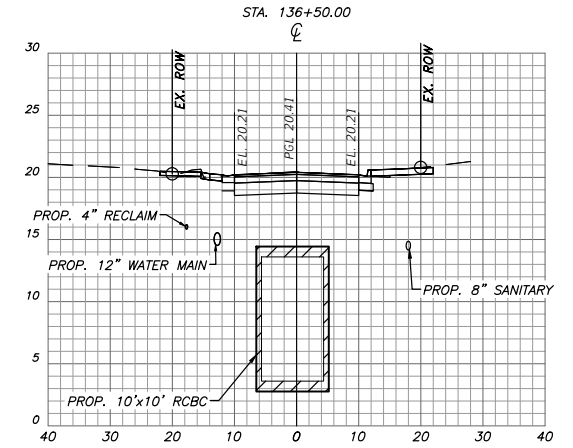
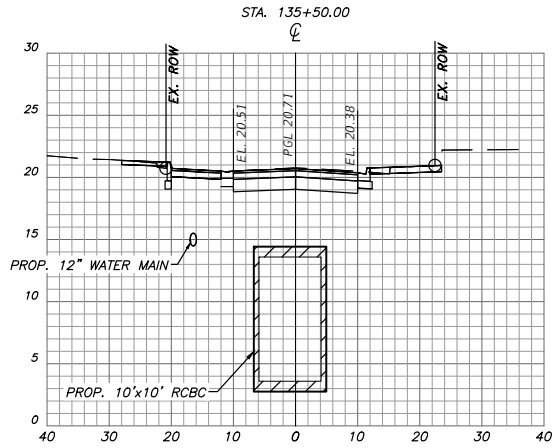
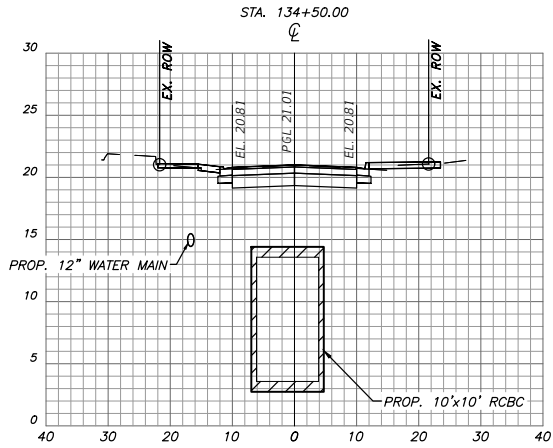
SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE. - CROSS SECTION

SHEET
253
OF 337

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 PLOT TIME: 6/28/2026 9:50 AM
 PLOT STYLE: ATKINS.STB



HORIZONTAL SCALE 1" = 20'
 VERTICAL SCALE 1" = 5'



APPROVED BY:
 MICHAEL A. HARTMAN, P.E.
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CITY of TAMPA
 Mobility Department
 Stormwater Engineering Division

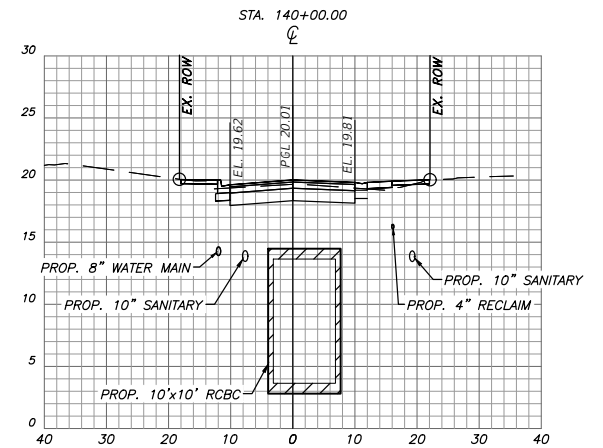
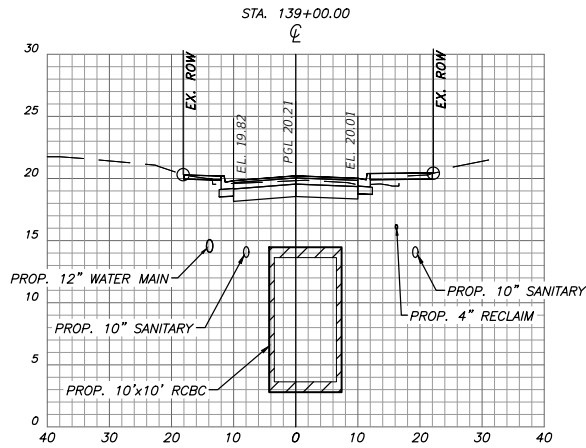
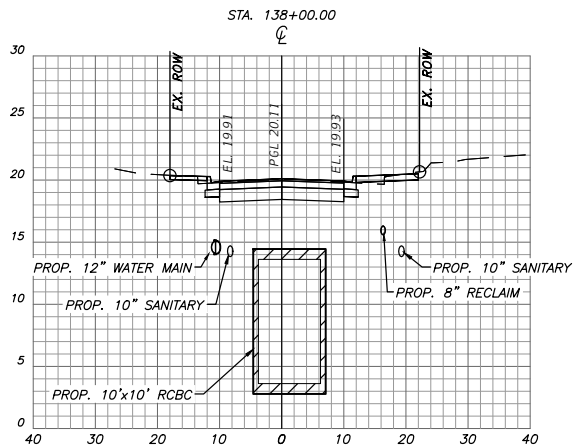
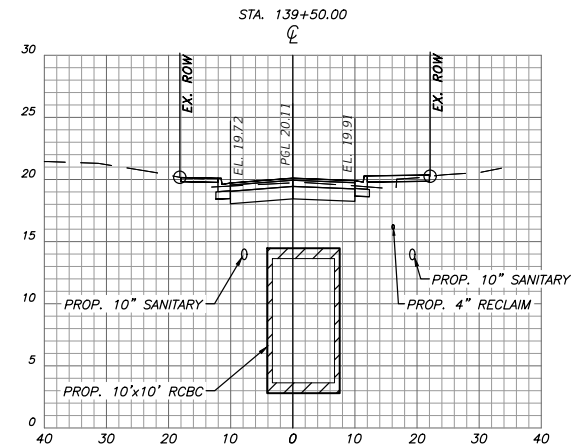
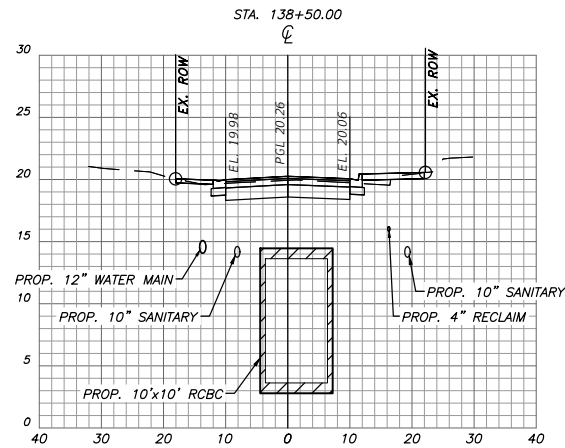
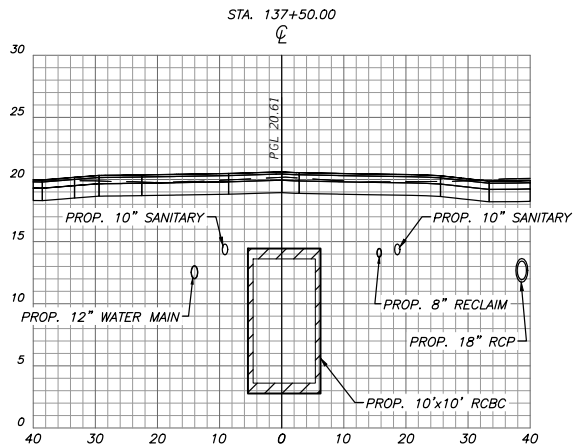
SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE. - CROSS SECTION

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HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 5'



APPROVED BY:
MICHAEL A. HARTMAN, P.E.
DATE
4030 W. BOY SCOUT BLVD.
SUITE 700
TAMPA, FL 33607-1712

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CITY of TAMPA
Mobility Department
Stormwater Engineering Division

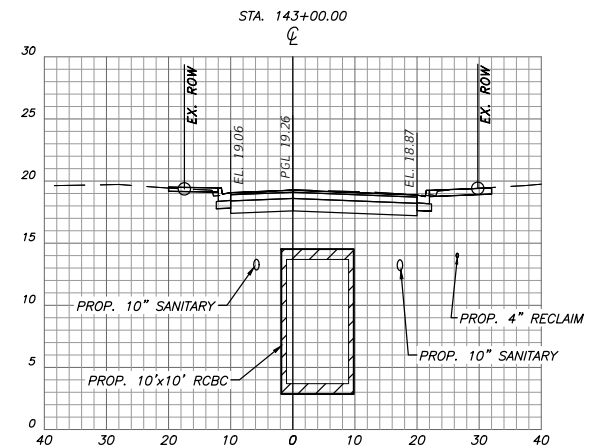
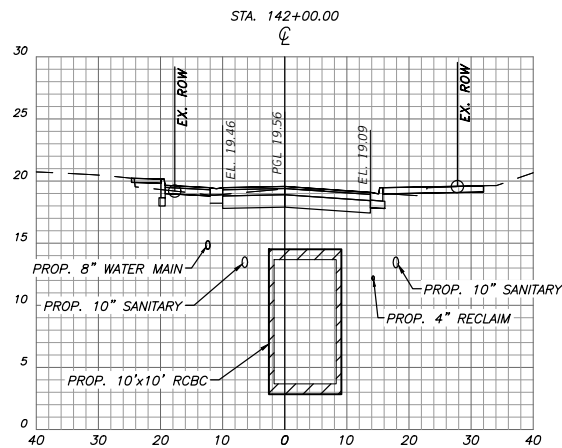
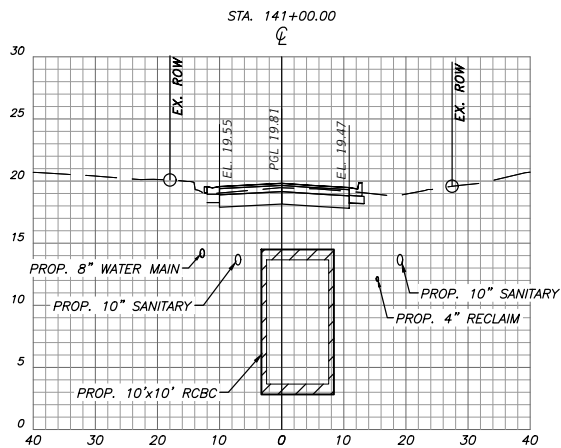
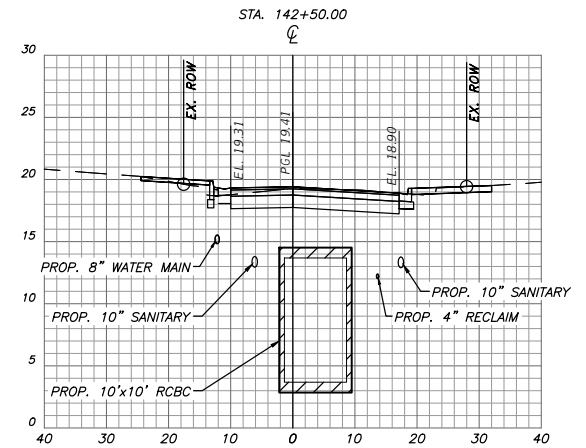
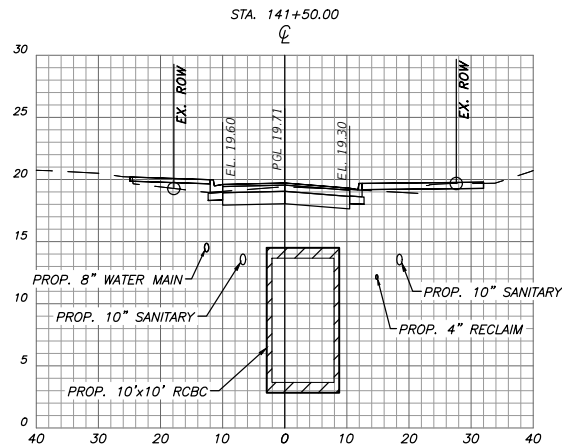
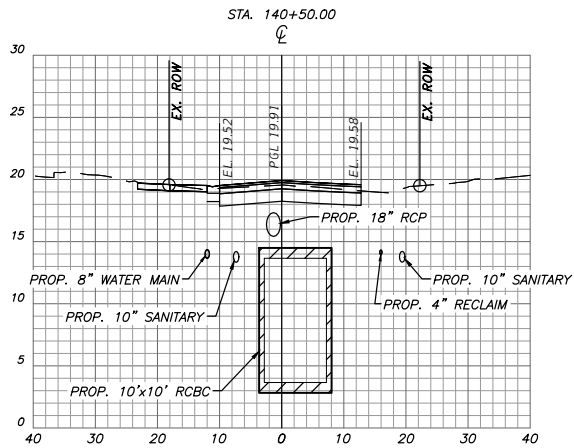
SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE. - CROSS SECTION

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255
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MICHAEL A. HARTMAN, P.E.
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ATKINSREALIS
4030 WEST BOY SCOUT BOULEVARD, SUITE 700
TAMPA, FL 33607-1712

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CITY of TAMPA
Mobility Department
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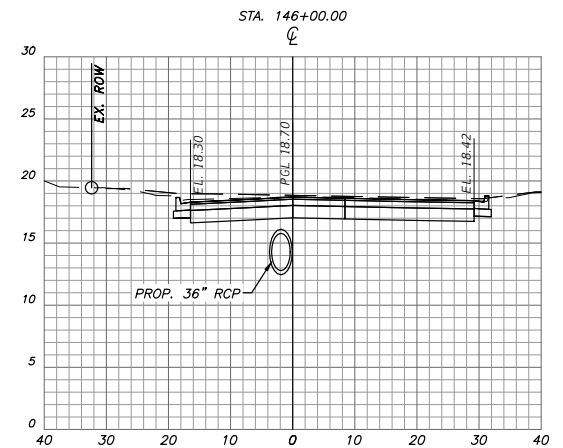
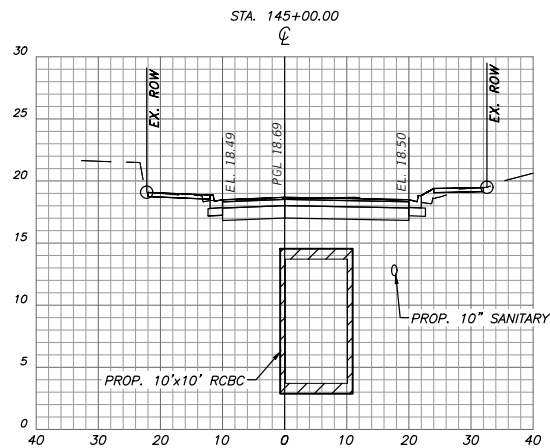
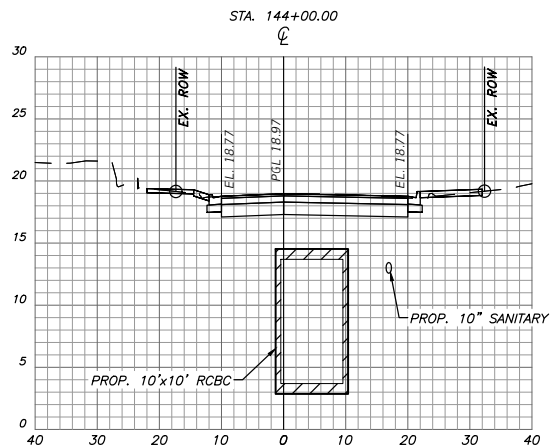
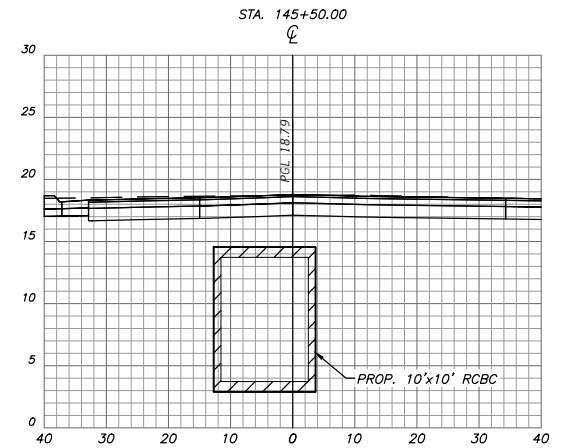
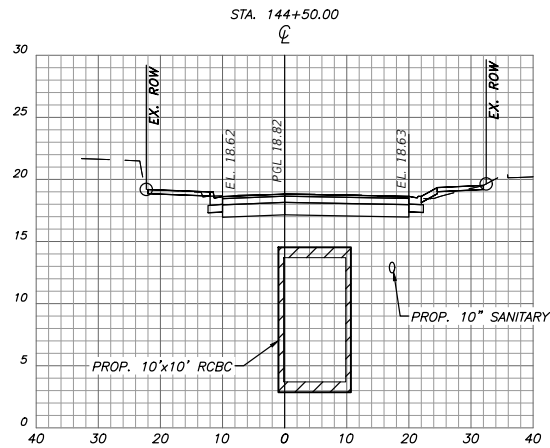
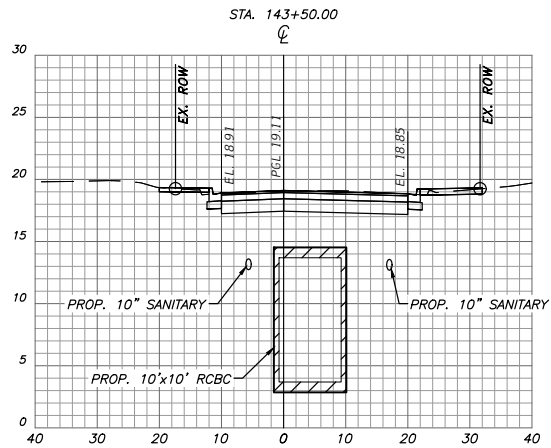
SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE. - CROSS SECTION

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256
OF 337

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TAMPA, FL 33607-1712

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Mobility Department
Stormwater Engineering Division

SOUTH HOWARD FLOOD RELIEF PROJECT

S. HOWARD AVE. - CROSS SECTION

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OF 337

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EXHIBIT “D”

Figure 5 (full size) — Schematic cross-section of South Howard Avenue showing the platted right-of-way, the abutting owners’ fee to the centerline, and the proposed excavation for the 10’ x 10’ box culvert

Schematic cross-section, South Howard Avenue (not to scale). Sources: 60% Plans Sheets 13, 89, 222-242 and 243-257 (Exhibit "C"); R/W Atlas Sheet J-11; recorded plats (Exhibit "B").

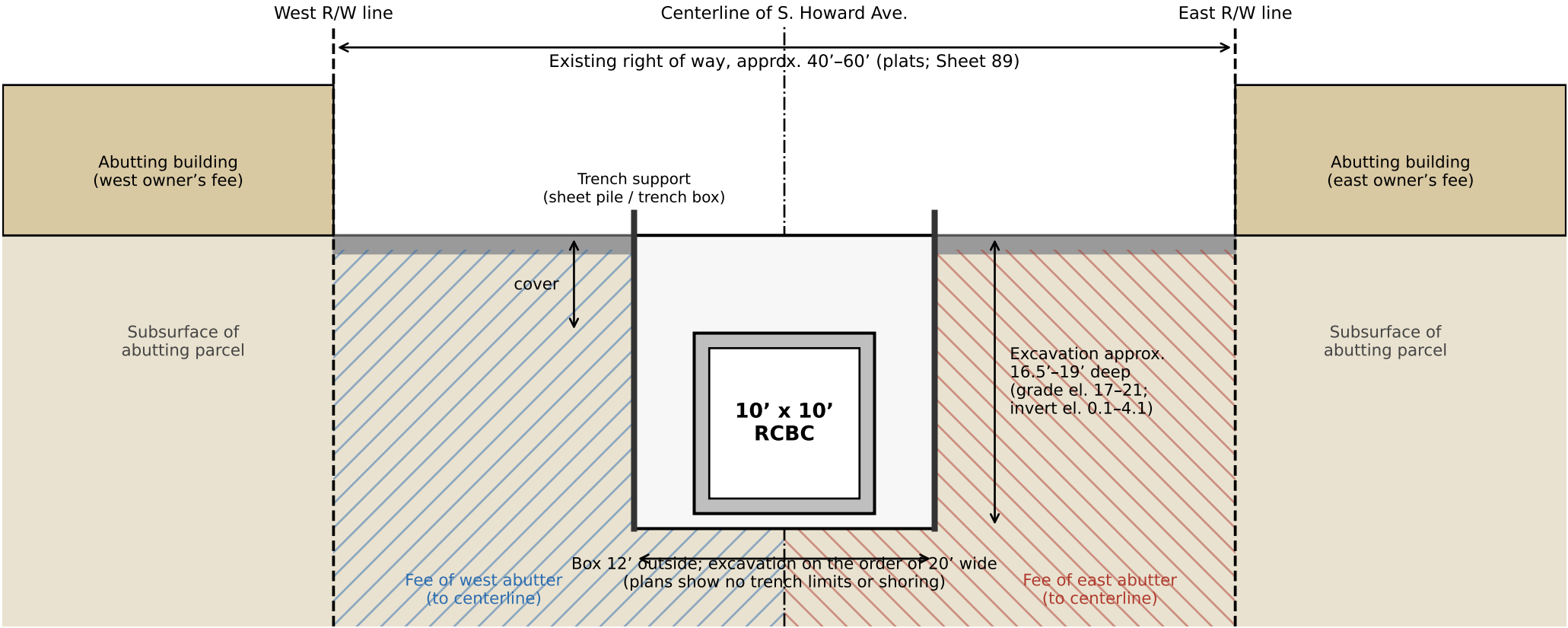


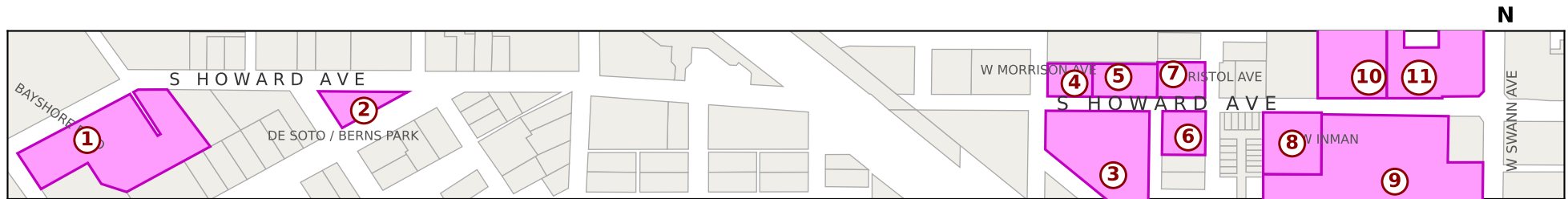
EXHIBIT “E”

Composite Exhibit — Map Exhibits 1–11, South Howard Flood Relief Project plans vs. platted right-of-way (eleven parcels), dated July 18, 2026

SOUTH HOWARD FLOOD RELIEF PROJECT — 30% DESIGN vs. CITY RIGHT-OF-WAY

Parcels where proposed curb / sidewalk construction or construction access under the 30% Design Plans lies outside the City right-of-way

Prepared 7/18/26 from the 3/5/26 Sillman-Zemina "South Howard ROW Addresses" emails, the 30% Design Plans (1/20/26), and Hillsborough County Property Appraiser GIS parcel data



Index of exhibits (south to north):

1.	2109 Bayshore Blvd — Bayshore Royal Condo Assoc	Folio 1863175204 Sheet 95	Sidewalk outside ROW
2.	1400 S Howard Ave (Berns Park) — City of Tampa	Folio 1862960000 Sheet 101	Sidewalk wedge at Howard/De Soto curb ramp (City-owned)
3.	936 S Howard Ave (The Morrison) — Howard and Morrison LLC	Folio 1861730000 Sheet 117	Sidewalk outside ROW (pavers; poss. hold-harmless agmt)
4.	927 S Howard Ave — Soho Square Group LLC	Folio 1173340000 Sheet 117	Sidewalk outside ROW
5.	915 S Howard Ave (Green Lemon) — Lanza Soho Properties LLC	Folio 1173370000 Sheet 117	Sidewalk outside ROW
6.	904 S Howard Ave (surface lot) — Paul Jaouen	Folio 1861330000 Sheet 119	Existing sidewalk 1.5 ft outside ROW; proposed work beyond ROW
7.	901 S Howard Ave (Daily Eats) — JLZ LLC (Ciccio Group)	Folio 1173900000 Sheet 119	Sidewalk outside ROW
8.	804 S Howard Ave (Berns warehouse) — Berns Steak House	Folio 1861190000 Sheet 122	All work at Inman Ave outside ROW; MAA garage access
9.	712 S Howard Ave (MAA SOHO Square) — MAA WWARRS LLC	Folio 1861090500 Sheet 124	Sidewalk + roadway outside ROW at Inman; sidewalk to Swann (pavers; poss. hold
10.	711 S Howard Ave (SOHO Collection) — Soho Collection A Con	Folio 1176650612 Sheet 124	Sidewalk + delivery pull-off outside ROW
11.	701 S Howard Ave (SOHO Pointe) — Soho Pointe HOA	Folio 1176650724 Sheet 124	Sidewalk outside ROW; curb ramp at Swann/Moody

Sources: City of Tampa / AtkinsRéalis SHFR 30% Design Plans (1/20/26) with Sillman 3/5/26 orange ROW-conflict highlighting; Hillsborough County Property Appraiser GIS parcel layer (retrieved 7/18/26); Hartman (AtkinsRéalis) emails 2/27/26 and 3/4/26; Sillman (COT) emails 3/5/26.

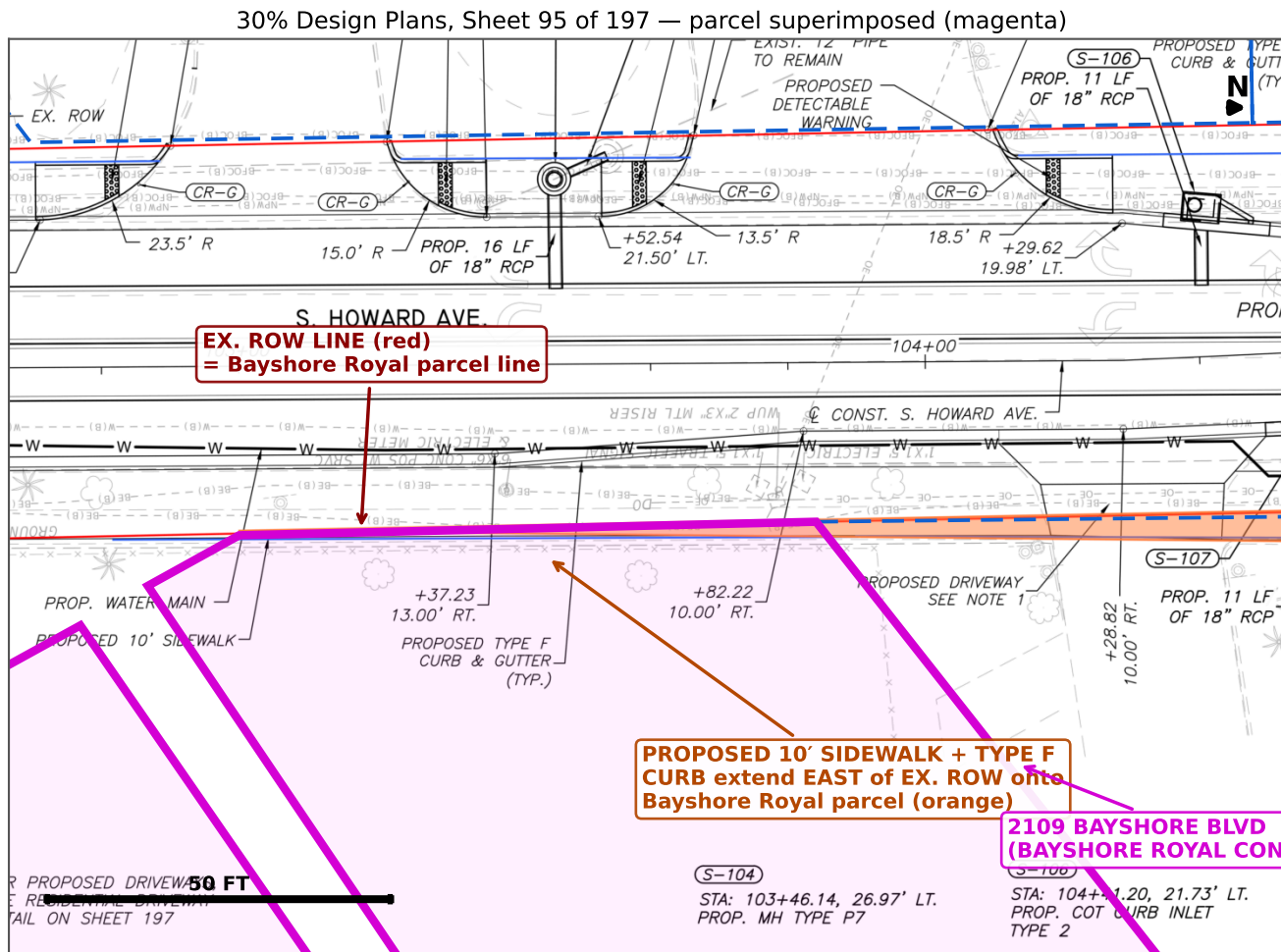
Registration: HCPA parcel lines were superimposed on the plan sheets by matchline-station and EX.-ROW-line registration at 1 in = 20 ft; positional tolerance approx. ±2 ft. Parcel frontage line = EX. ROW line.

Conflict identifications: M. Hartman (AtkinsRéalis) emails 2/27/26 and 3/4/26; B. Sillman (COT) emails 3/5/26 (1:36 PM owner list; 3:54 PM highlighted sheets).

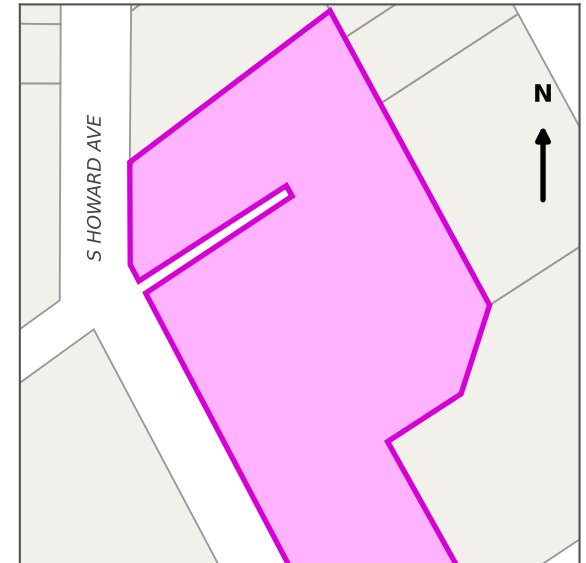
MAP EXHIBIT 1

2109 Bayshore Blvd — Bayshore Royal Condo Assoc

SOUTH HOWARD FLOOD RELIEF PROJECT — 30% DESIGN vs. CITY RIGHT-OF-WAY
Folio 1863175204 | Bayshore Royal Condominium (common area) | 2.1 ac



Property Appraiser parcel map



CONFLICT (per project team emails):

Sidewalk outside of ROW (Hartman 2/27/26).
One of the 9 parcels whose owners hold portions of the existing sidewalk (Sillman 3/5/26).

Adjoining 1508 S Howard Condominium and 1504 S Howard parcels shown dashed blue for reference.

SOURCES:

City of Tampa / AtkinsRéalis, SHFR 30% Design Plans (dated 1/20/26), S. Howard Ave Plan Sheets; orange highlighting of sidewalk areas outside EX. ROW per B. Sillman (COT Mobility) email of 3/5/26, "ROW Verification Plans Sidewalks Highlighted."

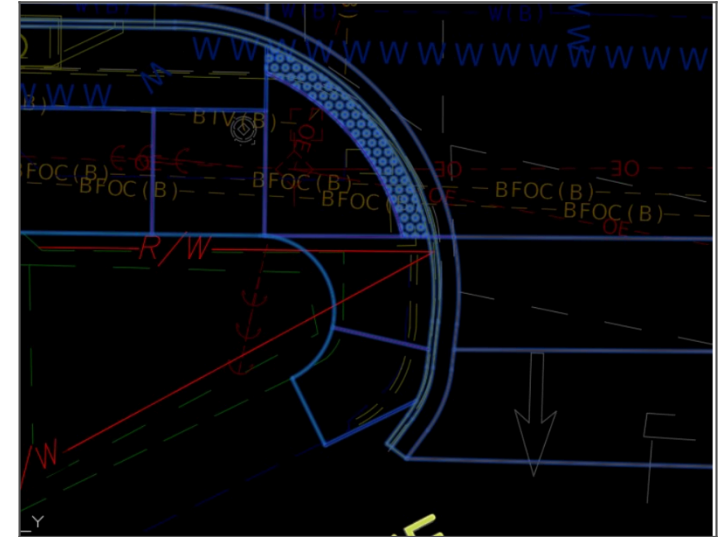
Parcel boundaries, ownership and folio data: Hillsborough County Property Appraiser parcel layer (HC_Parcels, maps.hillsboroughcounty.org ArcGIS service, FL State Plane West, NAD83), retrieved 7/18/26. Parcel record pages: hcpafl.org (search by folio).

Registration: HCPA parcel lines were superimposed on the plan sheets by matchline-station

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1400 S Howard Ave (Berns Park) — City of Tampa

Design-file screenshot attached to Hartman email (3/4/26): R/W line vs. curb ramp at Howard/De Soto



Small wedge of sidewalk outside of ROW at the curb ramp at the Howard / De Soto intersection (Hartman 3/4/26, screenshot above).

City-owned parcel: "Bern's Park is owned by the City so that should be a non-issue with the sidewalk restoration" (Sillman 3/5/26).

Included as parcel 10-11 of the Hartman conflict list.

City of Tampa / AtkinsRéalis, SHFR 30% Design Plans (dated 1/20/26), S. Howard Ave Plan Sheets; orange highlighting of sidewalk areas outside EX. ROW per B. Sillman (COT Mobility) email of 3/5/26, "ROW Verification Plans Sidewalks Highlighted."

Parcel boundaries, ownership and folio data: Hillsborough County Property Appraiser parcel layer (HC_Parcels, maps.hillsboroughcounty.org ArcGIS service, FL State Plane West, NAD83), retrieved 7/18/26. Parcel record pages: hcpafl.org (search by folio).

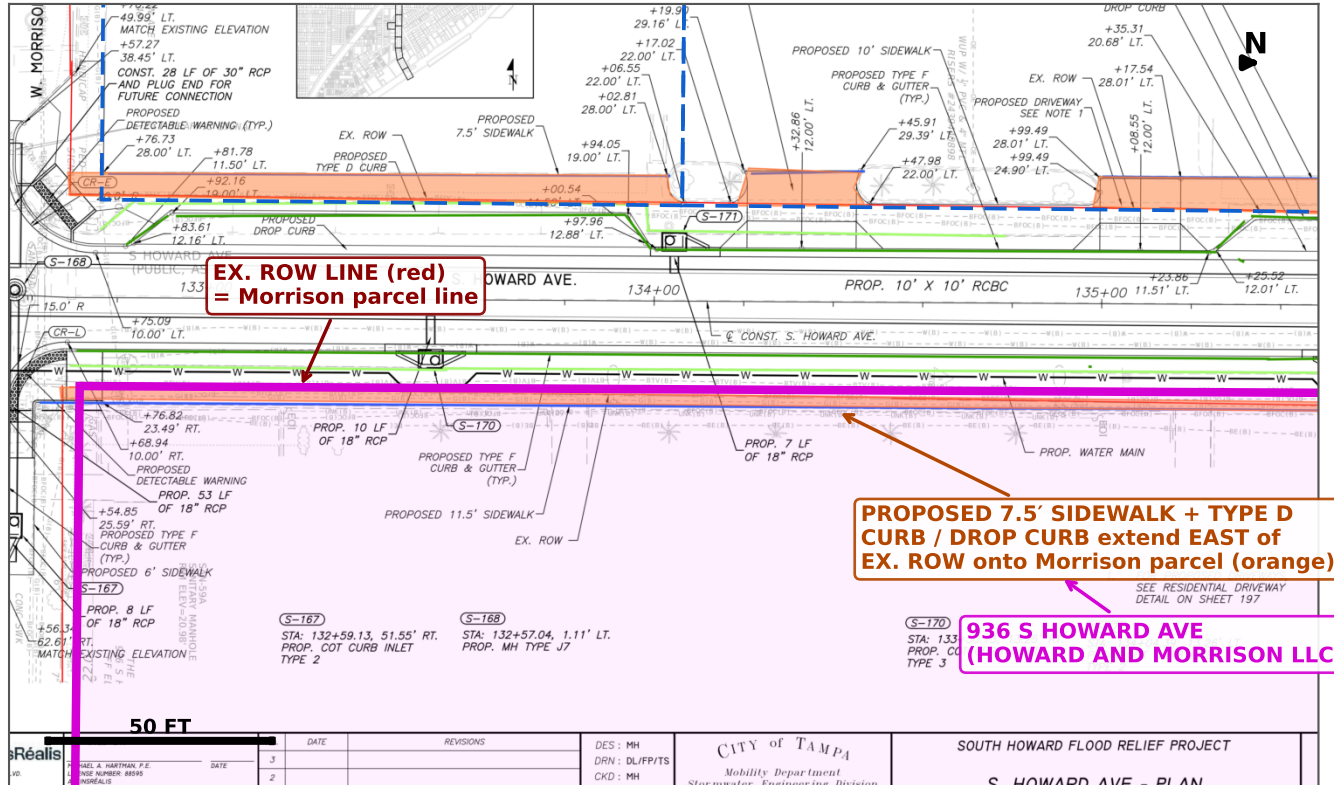
Sheet 101 excerpt shown for context (not parcel-registered). Conflict identifications: M. Hartman (AtkinsRéalis) emails 2/27/26 and 3/4/26; B. Sillman (COT) emails 3/5/26 (1:36 PM owner list; 3:54 PM highlighted sheets).

MAP EXHIBIT 3

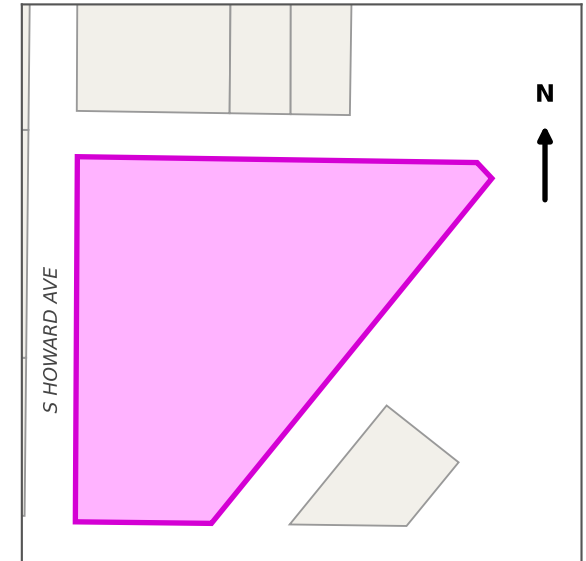
936 S Howard Ave (The Morrison Apts) — Howard and Morrison LLC

SOUTH HOWARD FLOOD RELIEF PROJECT — 30% DESIGN vs. CITY RIGHT-OF-WAY
Folio 1861730000 | Uleta, Lots 1-14 Block 5 less road R/W | 1.59 ac

30% Design Plans, Sheet 117 of 197 — parcel superimposed (magenta)



Property Appraiser parcel map



CONFLICT (per project team emails):

Mixed-use building 930-936; sidewalk outside of ROW (Hartman 2/27/26). Redeveloped ~a decade ago; City ROW sidewalk restored with pavers; City may hold a Maintenance, Use and Hold Harmless Agreement (Sillman 3/5/26).

SOURCES:

City of Tampa / AtkinsRéalis, SHFR 30% Design Plans (dated 1/20/26), S. Howard Ave Plan Sheets; orange highlighting of sidewalk areas outside EX. ROW per B. Sillman (COT Mobility) email of 3/5/26, "ROW Verification Plans Sidewalks Highlighted."

Parcel boundaries, ownership and folio data: Hillsborough County Property Appraiser parcel layer (HC_Parcels, maps.hillsboroughcounty.org ArcGIS service, FL State Plane West, NAD83), retrieved 7/18/26. Parcel record pages: hcpafl.org (search by folio).

Registration: HCPA parcel lines were superimposed on the plan sheets by matchline-station

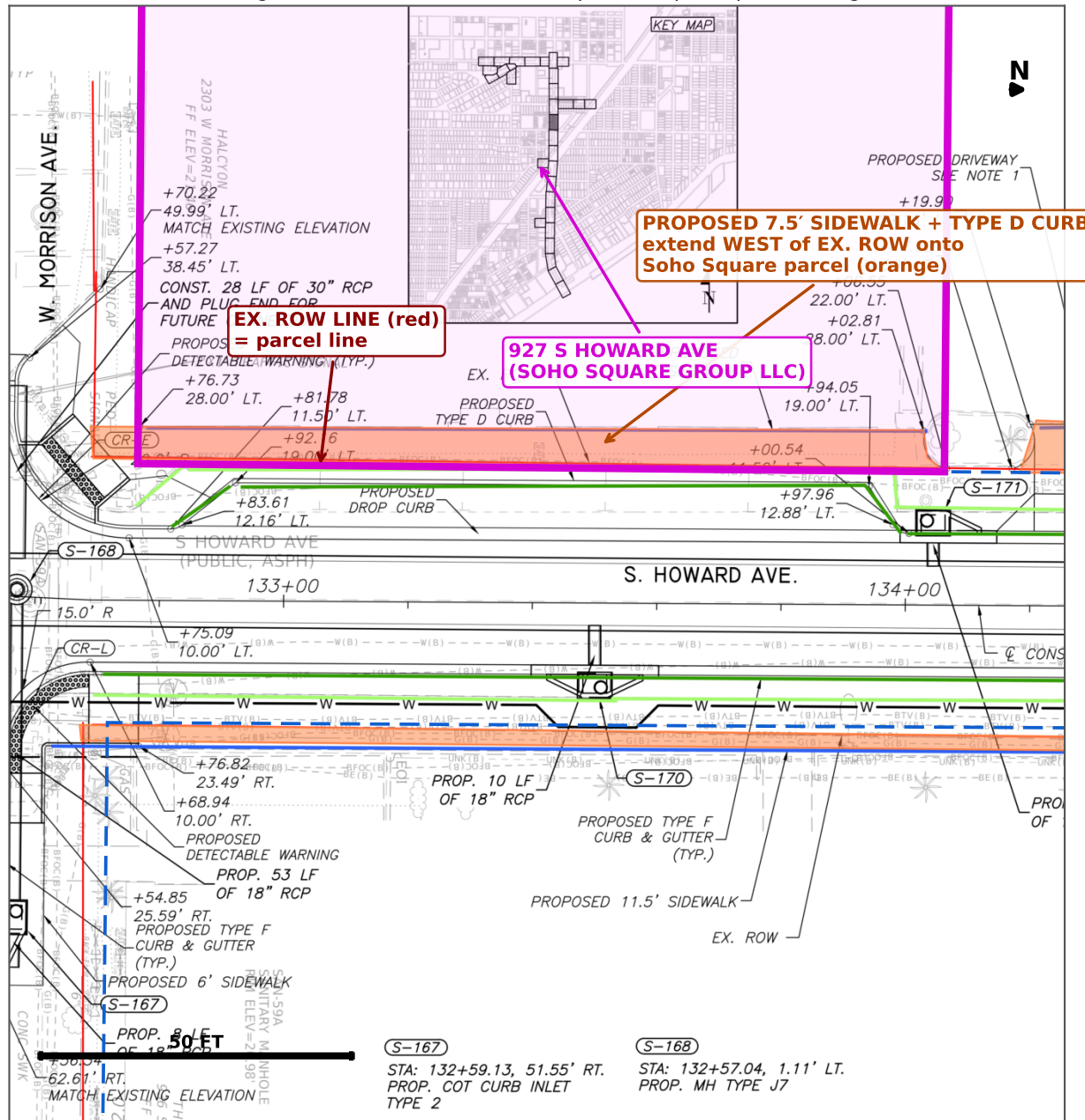
Frontage line = EX. ROW line. Conflict identifications: M. Hartman (AtkinsRéalis) emails 2/27/26 and 3/4/26; B. Sillman

MAP EXHIBIT 4

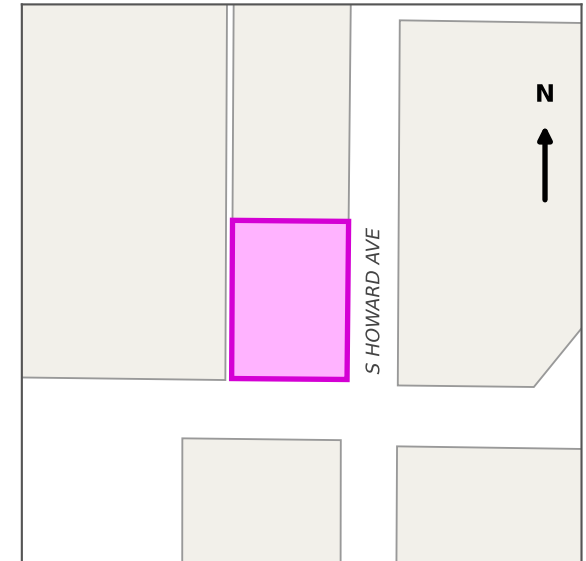
927 S Howard Ave — Soho Square Group LLC

SOUTH HOWARD FLOOD RELIEF PROJECT — 30% DESIGN vs. CITY RIGHT-OF-WAY
Folio 1173340000 | Roosevelt Park, Lots 1-2 | 0.28 ac

30% Design Plans, Sheet 117 of 197 — parcel superimposed (magenta)



Property Appraiser parcel map



CONFLICT (per project team emails):

Mixed-use building 927-937: sidewalk outside of ROW (Hartman 2/27/26). One of the 9 parcels whose owners hold portions of the existing sidewalk (Sillman 3/5/26).

SOURCES:

City of Tampa / AtkinsRéalis, SHFR 30% Design Plans (dated 1/20/26), S. Howard Ave Plan Sheets; orange highlighting of sidewalk areas outside EX. ROW per B. Sillman (COT Mobility) email of 3/5/26, "ROW Verification Plans Sidewalks Highlighted."

Parcel boundaries, ownership and folio data: Hillsborough County Property Appraiser parcel layer (HC_Parcels, maps.hillsboroughcounty.org ArcGIS service, FL State Plane West, NAD83), retrieved 7/18/26. Parcel record pages: hcpafl.org (search by folio).

Registration: HCPA parcel lines were superimposed on the plan sheets by matchline-station

Registration: HCPA parcel lines were superimposed on the plan sheets by matchline-station

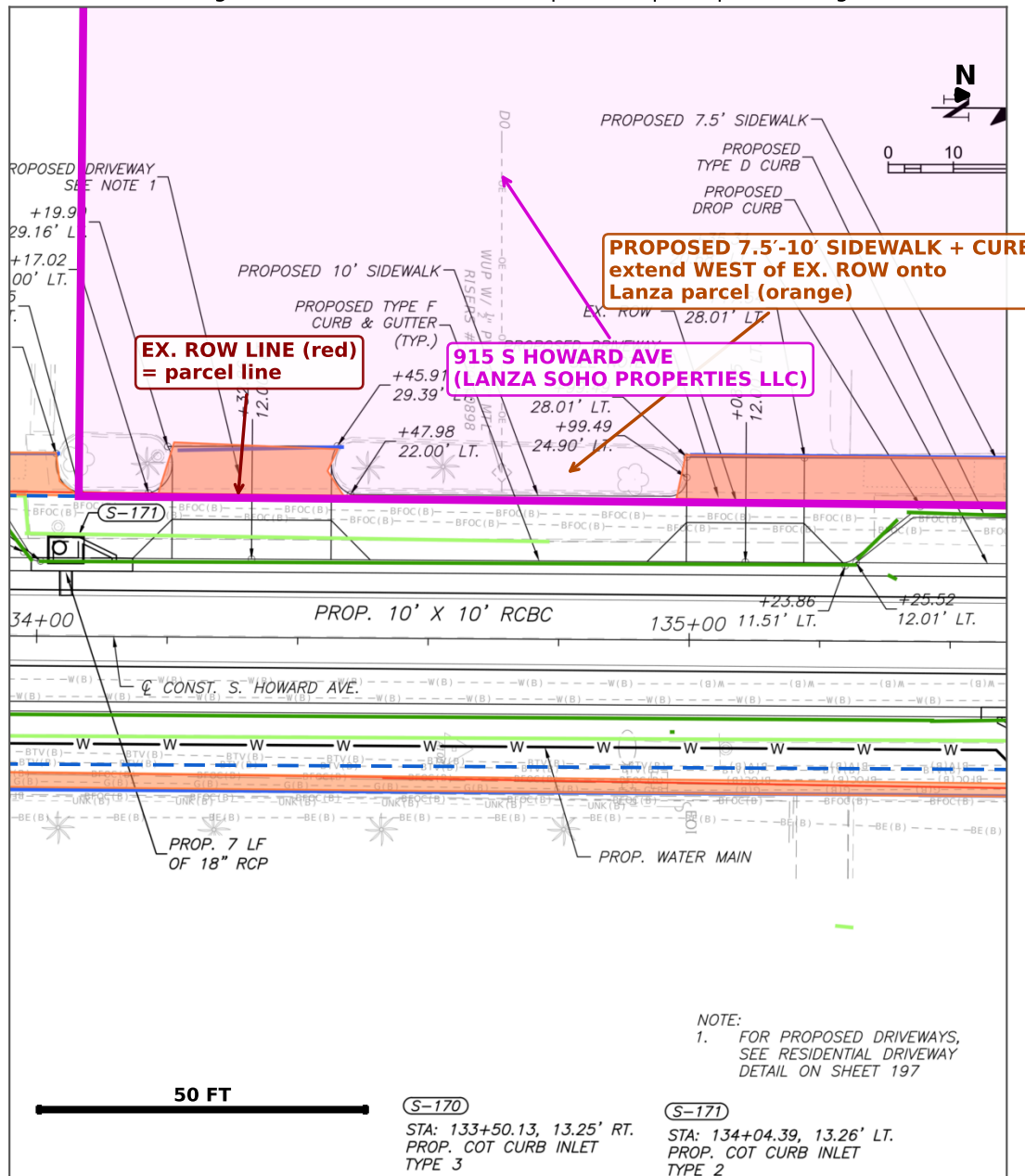
MAP EXHIBIT 5

915 S Howard Ave (Green Lemon) — Lanza Soho Properties LLC (Ciccio Group)

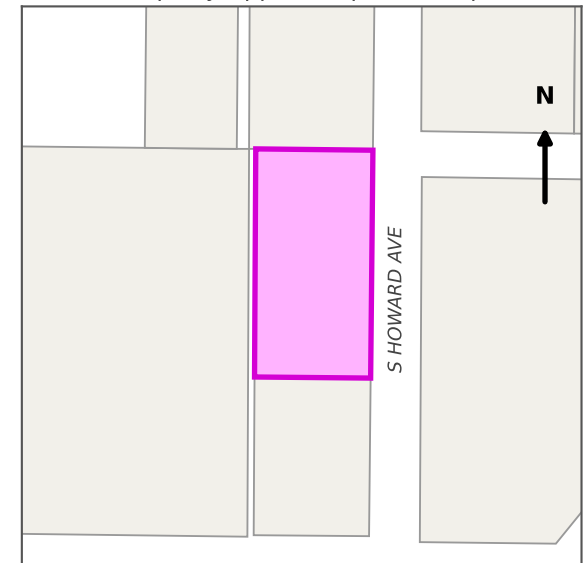
SOUTH HOWARD FLOOD RELIEF PROJECT — 30% DESIGN vs. CITY RIGHT-OF-WAY

Folio 1173370000 | Roosevelt Park, Lots 3-5 | 0.41 ac

30% Design Plans, Sheet 117 of 197 — parcel superimposed (magenta)



Property Appraiser parcel map



CONFLICT (per project team emails):

Sidewalk outside of ROW (Hartman 2/27/26). One of the 9 parcels whose owners hold portions of the existing sidewalk; Ciccio Group with 901 S Howard (Sillman 3/5/26).

Frontage continues onto Sheet 119 (north of STA 135+50).

SOURCES:

City of Tampa / AtkinsRéalis, SHFR 30% Design Plans (dated 1/20/26), S. Howard Ave Plan Sheets; orange highlighting of sidewalk areas outside EX. ROW per B. Sillman (COT Mobility) email of 3/5/26, "ROW Verification Plans Sidewalks Highlighted."

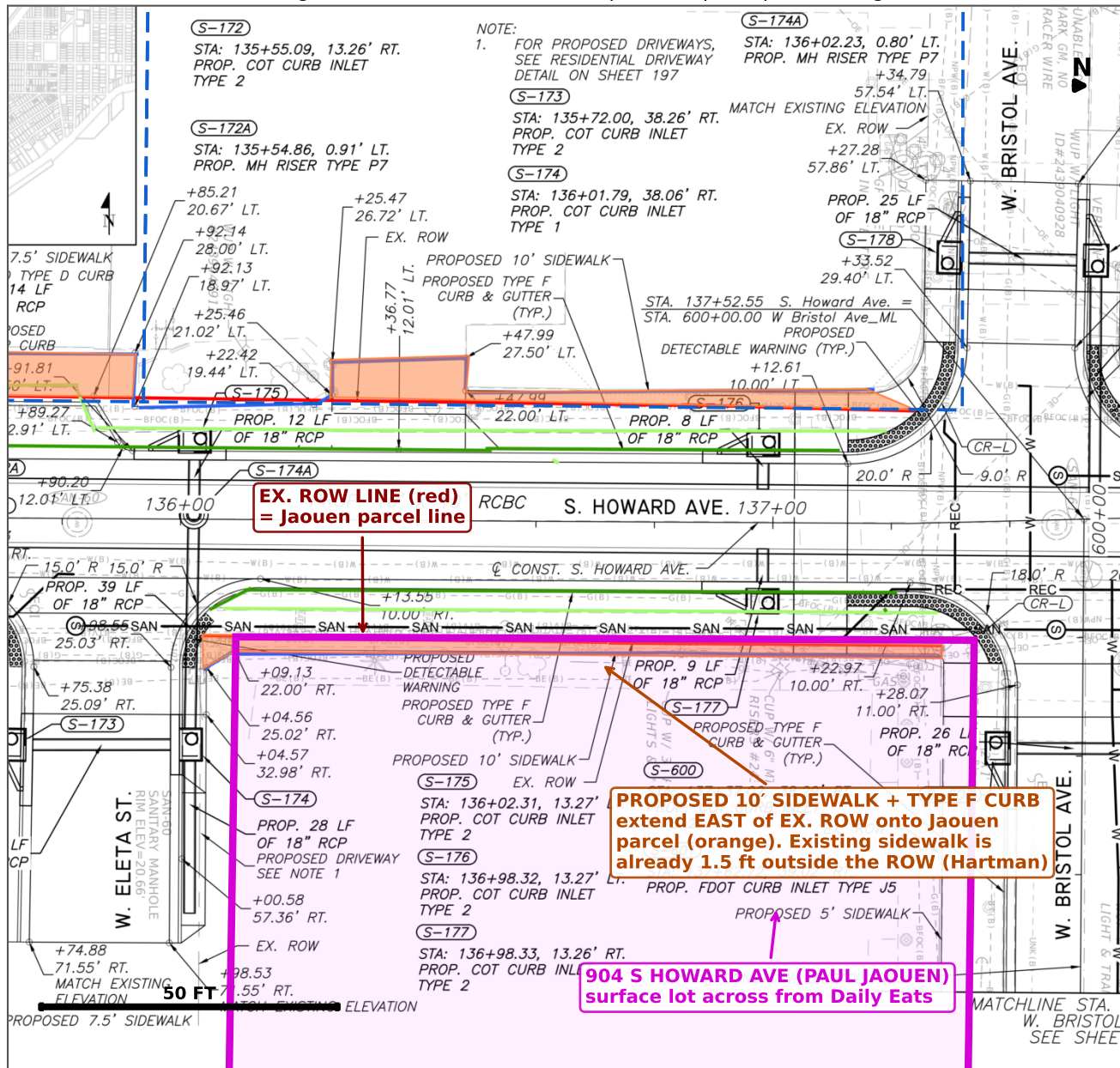
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Registration: HCPA parcel lines were superimposed on the plan sheets by matchline-station

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904 S Howard Ave (surface parking lot) — Paul Jaouen

30% Design Plans, Sheet 119 of 197 — parcel superimposed (magenta)



Existing sidewalk 1.5 ft outside the ROW; parking lot across from Daily Eats (Hartman 3/4/26). Owner out of state (Sillman 3/5/26).

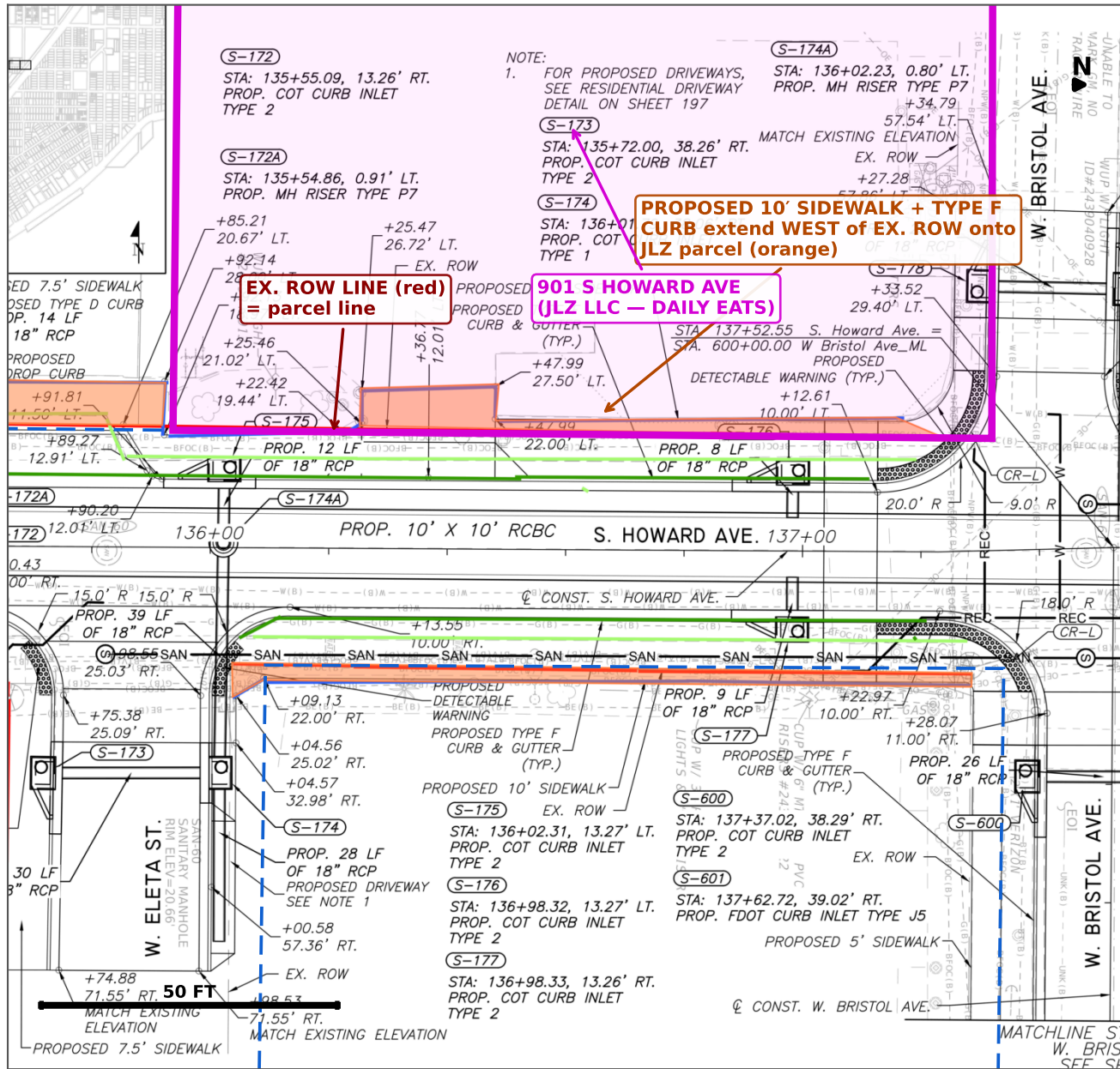
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MAP EXHIBIT 7

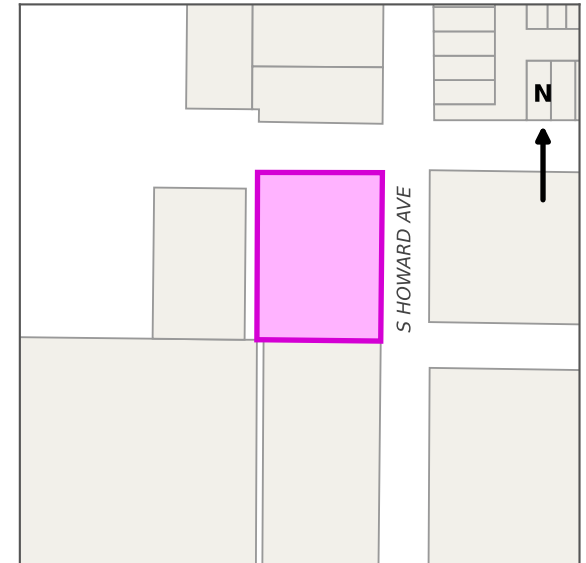
901 S Howard Ave (Daily Eats) — JLZ LLC (Ciccio Group)

SOUTH HOWARD FLOOD RELIEF PROJECT — 30% DESIGN vs. CITY RIGHT-OF-WAY
Folio 1173900000 | Howard Terrace, Lots 1-3 | 0.32 ac

30% Design Plans, Sheet 119 of 197 — parcel superimposed (magenta)



Property Appraiser parcel map



CONFLICT (per project team emails):

Sidewalk outside of ROW (Hartman 2/27/26). One of the 9 parcels whose owners hold portions of the existing sidewalk; Ciccio Group with 915 S Howard (Sillman 3/5/26).

SOURCES:

City of Tampa / AtkinsRéalis, SHFR 30% Design Plans (dated 1/20/26), S. Howard Ave Plan Sheets; orange highlighting of sidewalk areas outside EX. ROW per B. Sillman (COT Mobility) email of 3/5/26, "ROW Verification Plans Sidewalks Highlighted."

Parcel boundaries, ownership and folio data: Hillsborough County Property Appraiser parcel layer (HC_Parcels, maps.hillsboroughcounty.org ArcGIS service, FL State Plane West, NAD83), retrieved 7/18/26. Parcel record pages: hcpafl.org (Search by folio).

Registration: HCPA parcel lines were superimposed on the plan sheets by matchline-station

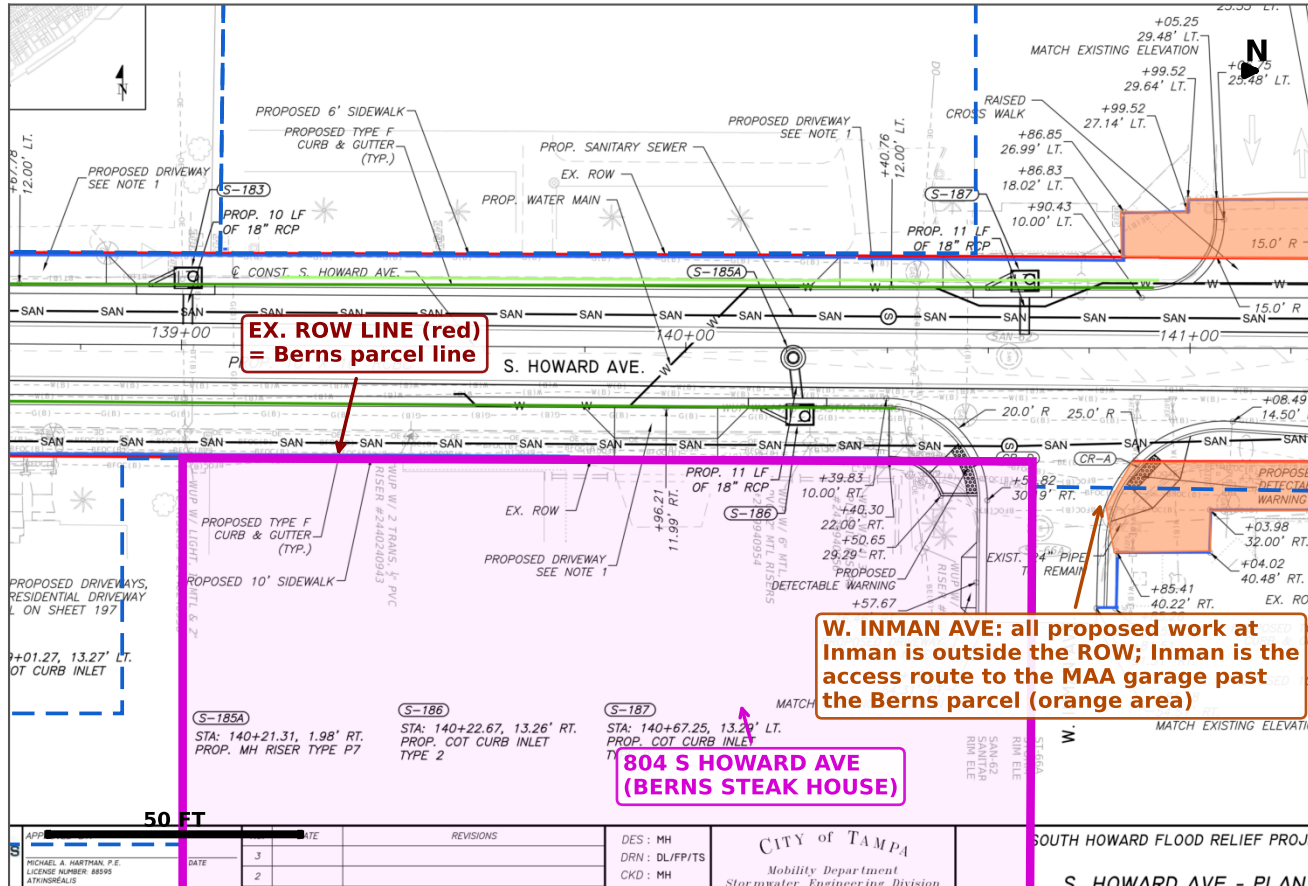
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MAP EXHIBIT 8

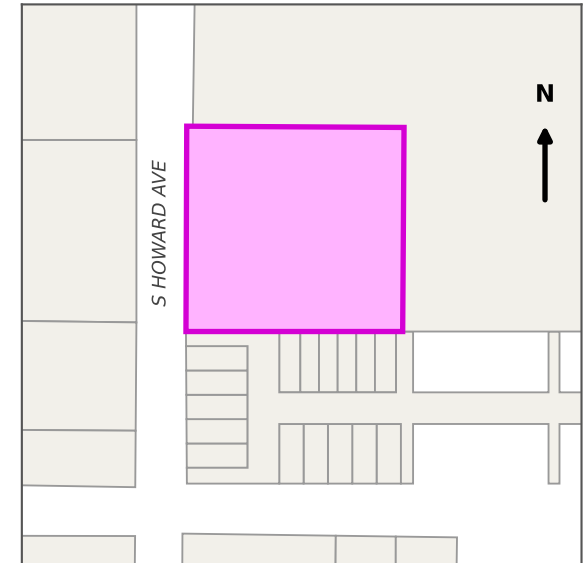
804 S Howard Ave (Berns warehouse parcel) — Berns Steak House

SOUTH HOWARD FLOOD RELIEF PROJECT — 30% DESIGN vs. CITY RIGHT-OF-WAY
Folio 1861190000 | Swann and Howard Avenues Sub, Lots 1-4 Blk 3 + S 25 ft closed Inman | 0.69 ac

30% Design Plans, Sheet 122 of 197 — parcel superimposed (magenta)



Property Appraiser parcel map



CONFLICT (per project team emails):

"All work at Inman Ave which is outside of ROW" (Hartman 2/27/26). Construction access issue to MAA garage past 804 S Howard; City researching a possible temporary drainage and utility easement on the Berns side of Inman; east half of Inman was vacated to MAA SOHO Square including a temporary easement to the garage (Sillman 3/5/26).

SOURCES:

City of Tampa / AtkinsRéalis, SHFR 30% Design Plans (dated 1/20/26), S. Howard Ave Plan Sheets; orange highlighting of sidewalk areas outside EX. ROW per B. Sillman (COT Mobility) email of 3/5/26, "ROW Verification Plans Sidewalks Highlighted."

Parcel boundaries, ownership and folio data: Hillsborough County Property Appraiser parcel layer (HC_Parcels, maps.hillsboroughcounty.org ArcGIS service, FL State Plane West, NAD83), retrieved 7/18/26. Parcel record pages: hcpafl.org (search by folio).

Registration: HCPA parcel lines were superimposed on the plan sheets by matchline-station

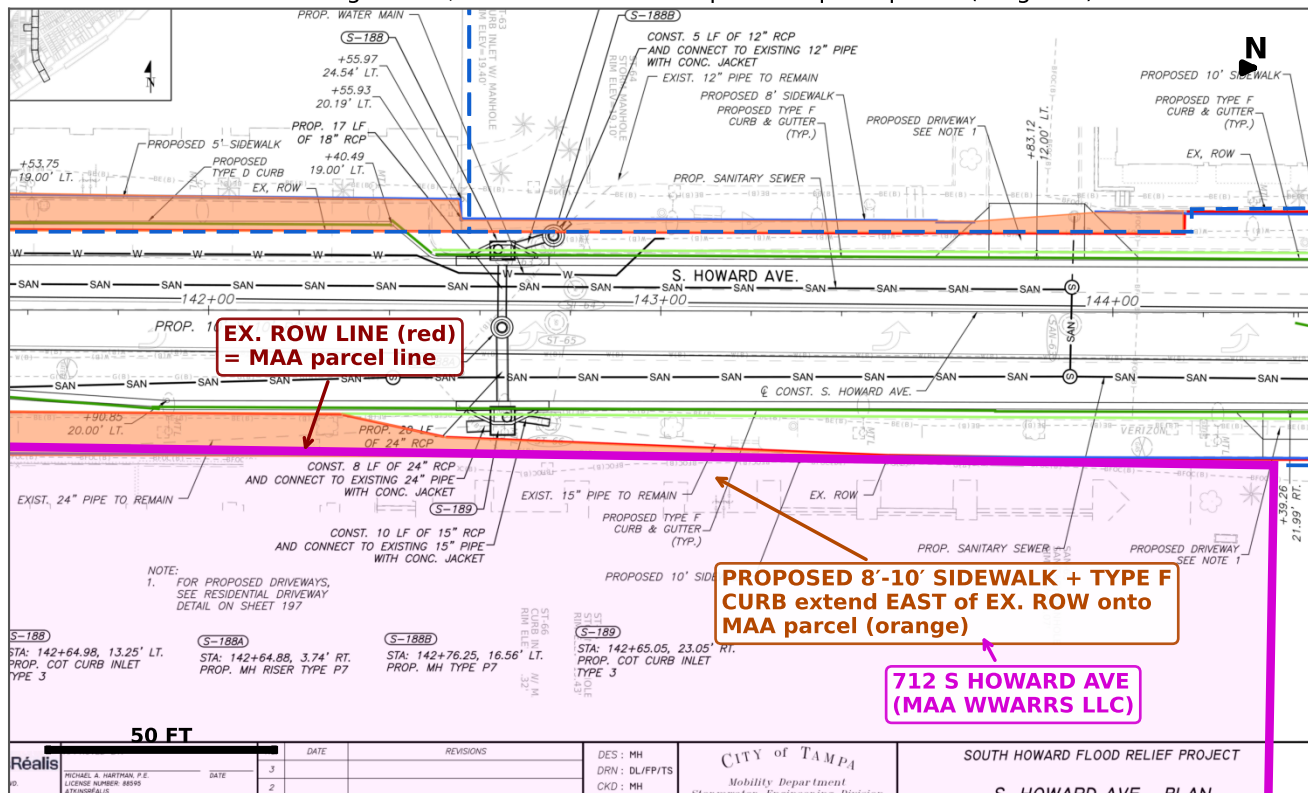
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MAP EXHIBIT 9

712 S Howard Ave (MAA SOHO Square Apts) — MAA WWARRS LLC

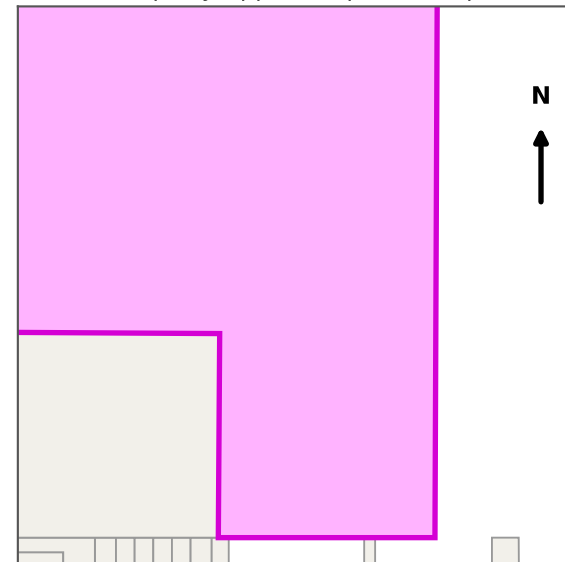
SOUTH HOWARD FLOOD RELIEF PROJECT — 30% DESIGN vs. CITY RIGHT-OF-WAY
Folio 1861090500 | Swann and Howard Avenues Subdivision | 4.09 ac

30% Design Plans, Sheet 124 of 197 — parcel superimposed (magenta)



S HOWARD AVE

Property Appraiser parcel map



CONFLICT (per project team emails):

Mixed-use 702-718: sidewalk and roadway outside ROW at Inman, and sidewalk from Inman toward Swann (Hartman 2/27/26). Redeveloped ~a decade ago; City ROW sidewalk restored with pavers; City may hold a Maintenance, Use and Hold Harmless Agreement (Sillman 3/5/26).

SOURCES:

City of Tampa / AtkinsRealis, SHFR 30% Design Plans (dated 1/20/26), S. Howard Ave Plan Sheets; orange highlighting of sidewalk areas outside EX. ROW per B. Sillman (COT Mobility) email of 3/5/26, "ROW Verification Plans Sidewalks Highlighted."

Parcel boundaries, ownership and folio data: Hillsborough County Property Appraiser parcel layer (HC_Parcels, maps.hillsboroughcounty.org ArcGIS service, FL State Plane West, NAD83), retrieved 7/18/26. Parcel record pages: hcpafl.org (search by folio).

Registration: HCPA parcel lines were superimposed on the plan sheets by matchline-station

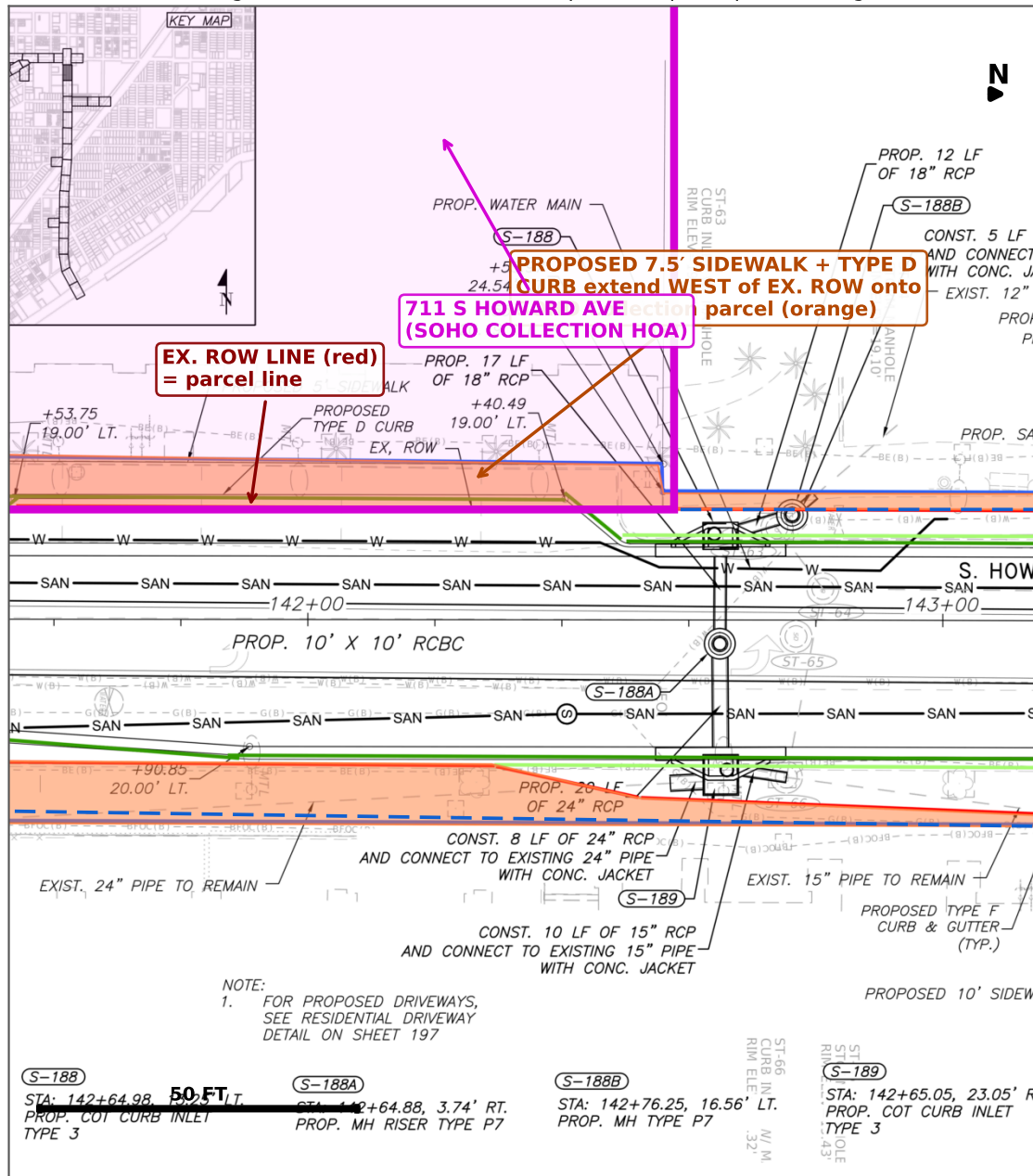
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MAP EXHIBIT 10

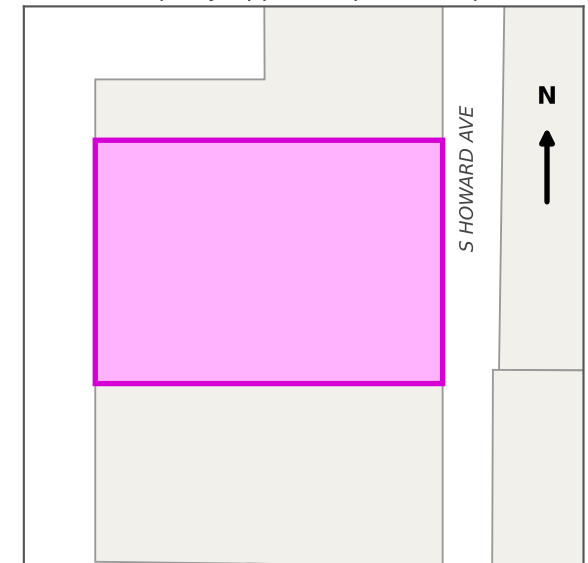
711 S Howard Ave (SOHO Collection) — Soho Collection A Condominium HOA

SOUTH HOWARD FLOOD RELIEF PROJECT — 30% DESIGN vs. CITY RIGHT-OF-WAY
Folio 1176650612 | Soho Collection A Condominium, Common Area | 1.31 ac

30% Design Plans, Sheet 124 of 197 — parcel superimposed (magenta)



Property Appraiser parcel map



CONFLICT (per project team emails):

Sidewalk and delivery pull-off outside of ROW at 711-717 S Howard (Hartman 2/27/26). One of the 9 parcels whose owners hold portions of the existing sidewalk (Sillman 3/5/26).

Southern ~90 ft of frontage appears on Sheet 122.

SOURCES:

City of Tampa / AtkinsRéalis, SHFR 30% Design Plans (dated 1/20/26), S. Howard Ave Plan Sheets; orange highlighting of sidewalk areas outside EX. ROW per B. Sillman (COT Mobility) email of 3/5/26, "ROW Verification Plans Sidewalks Highlighted."

Parcel boundaries, ownership and folio data: Hillsborough County Property Appraiser parcel layer (HC_Parcels, maps.hillsboroughcounty.org ArcGIS service, FL State Plane West, NAD83), retrieved 7/18/26. Parcel record pages: hcpafl.org (search by folio).

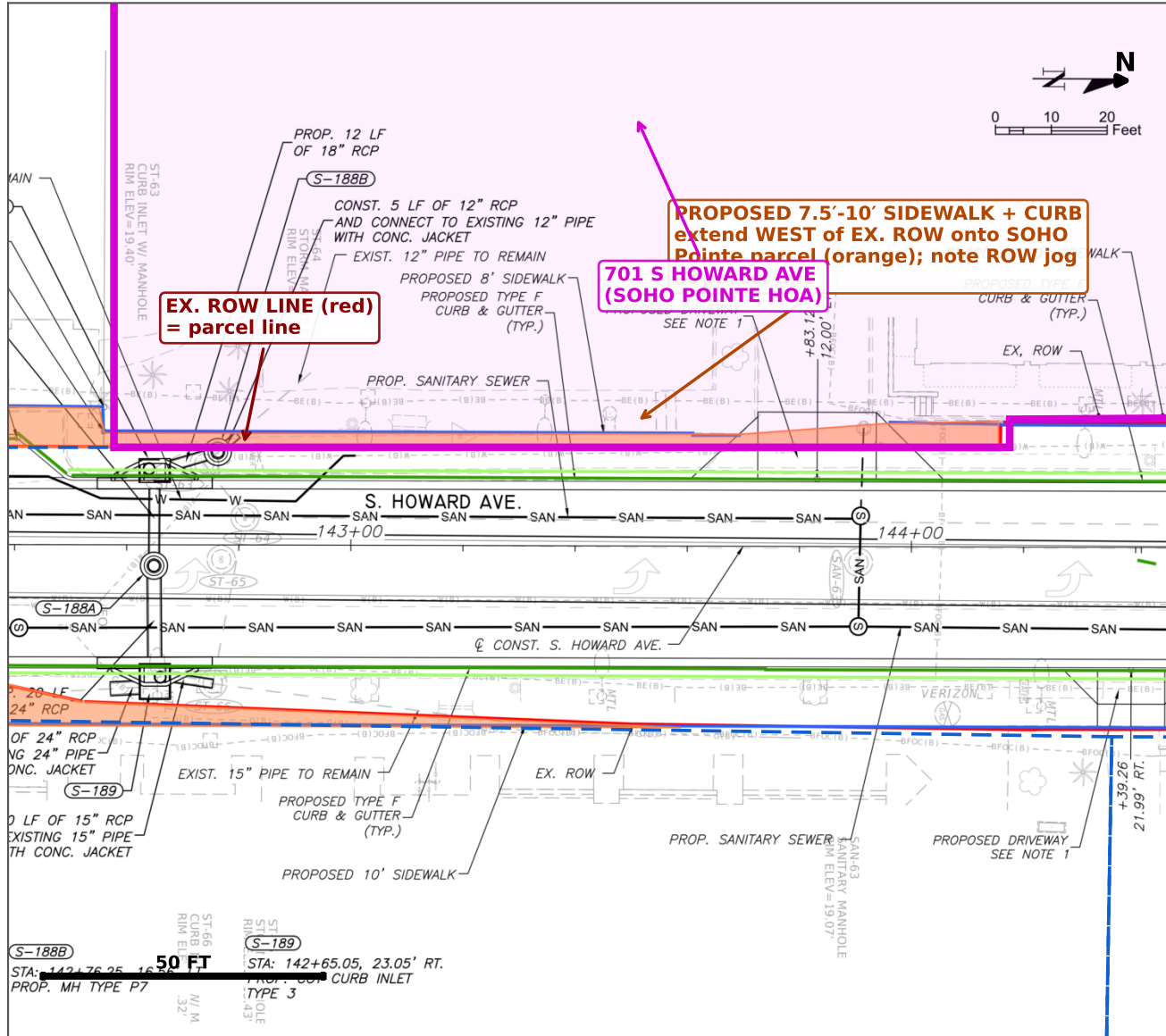
Registration: HCPA parcel lines were superimposed on the plan sheets by matchline-station

MAP EXHIBIT 11

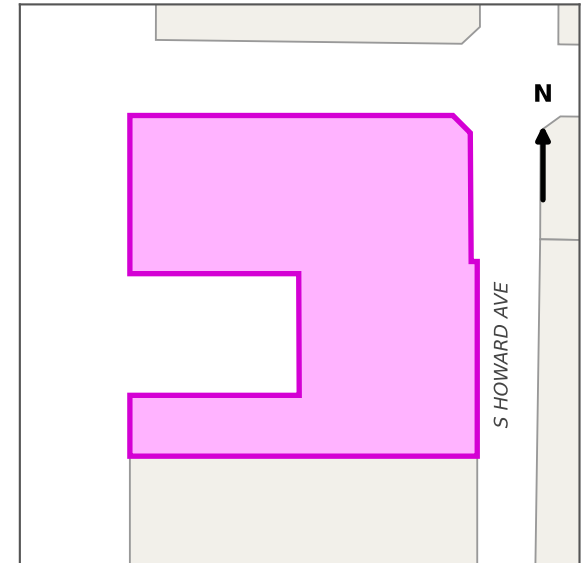
701 S Howard Ave (SOHO Pointe) — Soho Pointe HOA

SOUTH HOWARD FLOOD RELIEF PROJECT — 30% DESIGN vs. CITY RIGHT-OF-WAY
Folio 1176650724 | Soho Pointe A Condominium, Common Area | 1.5 ac

30% Design Plans, Sheet 124 of 197 — parcel superimposed (magenta)



Property Appraiser parcel map



CONFLICT (per project team emails):

Mixed-use building: sidewalk outside of ROW and a small section of curb ramp at the Swann/Moody intersection (Hartman 2/27/26). One of the 9 parcels whose owners hold portions of the existing sidewalk (Sillman 3/5/26).

SOURCES:

City of Tampa / AtkinsRéalis, SHFR 30% Design Plans (dated 1/20/26), S. Howard Ave Plan Sheets; orange highlighting of sidewalk areas outside EX. ROW per B. Sillman (COT Mobility) email of 3/5/26, "ROW Verification Plans Sidewalks Highlighted."

Parcel boundaries, ownership and folio data: Hillsborough County Property Appraiser parcel layer (HC_Parcels, maps.hillsboroughcounty.org ArcGIS service, FL State Plane West, NAD83), retrieved 7/18/26. Parcel record pages: hcpafl.org (search by folio).

Registration: HCPA parcel lines were superimposed on the plan sheets by matchline-station

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