

Return To  
**EXECUTIVE TITLE OF FLORIDA, INC.**  
**170 E. BLOOMINGDALE AVENUE**  
**BRANDON, FLORIDA 33511**  
140109

Prepared by and return to:  
Dean W. Birch, Esquire  
Gatlin & Birch, P.A.  
6920 W. Linebaugh Ave., Suite 101  
Tampa, Florida 33625

### EXCLUSIVE EASEMENT AGREEMENT

THIS EXCLUSIVE EASEMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of MARCH, 2015, by and between Brian D. Siddall, individually, and as Trustee of the Lynn F. Siddall Living Trust dated September 2, 2004, and any amendments thereto, jointly and severally with Lynn F. Siddall, individually, and as Trustee of the Lynn F. Siddall Living Trust dated September 2, 2004, and any amendments thereto (the forgoing hereinafter jointly and severally referred to herein as "Siddall"), whose address is 197 Long Rd, Franklin, NC 28734-4895, and Darryl Wagner and Karen Wagner (hereinafter some times referred to as "Wagner"), whose address is [REDACTED]

#### WITNESSETH:

WHEREAS, Siddall is/are the sole fee simple owner(s) of certain real property legally described in "Exhibit A", which is attached hereto and incorporated herein by reference (hereinafter sometimes referred to as the "Siddall Property");

WHEREAS, Wagner owns certain real property legally described in "Exhibit B", which is attached hereto and incorporated herein by reference (hereinafter sometimes referred to as the "Wagner Property"), which abuts, and is contiguous to, a portion of the Siddall Property;

WHEREAS, the Siddall Property includes certain real property over which Siddall desires to convey and grant Wagner, and Wagner desires to accept, perpetual, appurtenant, and fully exclusive easements over, which easement area is legally described in "Exhibit C" which is attached hereto and incorporated herein by reference (hereinafter sometimes referred to as the "Easement Property");

WHEREAS, the Wagner Property abuts, and is contiguous to, the Easement Property;

WHEREAS, the primary purpose of such easements are to grant Wagner sole and exclusive use of the Easement Property in connection with all present and future uses and development of the Wagner Property, and to also allow Wagner access to and from Bryant Rd. for the use and benefit of the Wagner Property, as more particularly described below, and on the terms and conditions provided for in this Agreement.

NOW, THEREFORE, for and in consideration of \$10.00, the terms and conditions set forth in this Agreement, Wagner's purchase of the Wagner Property from Siddall, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by all parties hereto, the parties hereto hereby covenant and agree as follows:

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1. Recitals. That the recitals set forth above are true and correct, and are incorporated herein by reference.

2. Grant Of Easements. Subject to the other terms and conditions of this Agreement, Siddall hereby irrevocably gives, grants, bargains, sells and conveys to and for the benefit and use of Wagner, and appurtenant to the Wagner Property, the following perpetual, appurtenant, and fully exclusive easements on, over, above, through, across and under the entire width and breadth of the Easement Property:

(a) Ingress-Egress and Access. An ingress and egress, access and road right-of-way easement over, upon, through and across the entire width and breadth of the Easement Property, for vehicular, truck, trailer, equipment and pedestrian access and traffic to and from the Wagner Property to Bryant Road (as it now exists and as it may exist in the future), and to any and all improvements now and/or hereafter existing on the Wagner Property. Such easement may also be used by all invitees of Wagner, including, but not limited to, public and private utility vehicles, emergency vehicles, repair vehicles, construction vehicles, and any other invitees of Wagner, although such right shall not, and is not intended to, create a separate private or public easement in those invitees, who shall only use the Easement Property to the extent allowed by Wagner. Wagner may, on one or more occasions, grade, fill, excavate and improve the Easement Property, and also construct, maintain, repair and replace a road or driveway, as desired for use of the Easement Property for ingress and egress, and may make any other improvements in connection with such road or driveway. In addition, there is herein granted to Wagner an access easement over the Easement Property for the use of any of the other easements in this Agreement.

(b) Fencing, Gates, Parking and Mailbox. An easement to erect one or more gates across the Easement Property solely for the use and benefit of Wagner. Such gates may be locked or remote controlled by Wagner, and Siddall shall have no right of access through, or use of, any such gate(s), and shall not be entitled to any key or code. Such gate(s) may be of any type, and Wagner may also construct, repair, maintain and replace any equipment, utilities, accessory structures and/or improvements desired by Wagner in connection with such gate(s). Wagner shall also have the right to erect fencing on the Easement Property, place a mailbox on the Easement Property, and temporarily park any vehicles thereon.

(c) Landscaping and Trees. An easement for the purpose of landscaping and sodding any part or all of the Easement Property, on one or more occasions, in Wagner's sole discretion and in any manner desired. Said easement shall be for the purpose of planting, maintaining, caring for, watering, replacing, relocating, removing, cutting, trimming and placement of shrubs, trees, grass, flowers and the like, and for construction, maintenance, repair and replacement of one or more irrigation systems (including pumps, lines, electronics, valves, pipes, etc.) to irrigate any of the foregoing. Said easement includes the right to cut, trim and/or remove any and all trees, bushes, undergrowth and other obstructions now or hereafter on the Easement Property without replacing same. That easement shall also include the right to mow and maintain the Easement Property.

(d) Drainage. A drainage easement which shall include the rights to construct, install, operate, maintain, replace, repair and relocate drainage improvements for the benefit of the Wagner Property, including, without limitation, pipes, culverts and other drainage facilities and equipment to accommodate the retention and conveyance of all stormwater drainage and runoff. Notwithstanding the foregoing, no such drainage improvements may materially increase the existing surface water outflow (if any) from the Easement Property onto Lot 2.

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(e) Utilities. A utility easement for the purpose of placing, constructing, reconstructing, erecting, altering, operating, repairing, maintaining, rebuilding, replacing, relocating, excavating, trenching, removing and utilizing one or more public or private utility lines, wires, cables, pipes and/or pipe lines for sewer, water, electric, phone, communication, cable and any other present or future utility or communication service to any portion of the Wagner Property, including multiple lines, wires and pipes for any of the foregoing utilities. Said easement includes the right to excavate and refill ditches and trenches needed for the installation, placement, repair and replacement of any such utilities, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with any of the easement purposes set forth herein above, without replacing same.

(f) Lighting. An easement for the purpose of placing, constructing, erecting, operating, repairing, maintaining, rebuilding, replacing, relocating and removing lighting fixtures, light posts and other forms of lighting on the Easement Property. All such lighting shall be in compliance with all applicable code(s).

(g) Other Uses. In addition to the foregoing, it is the express and overriding intent of the parties hereto that Wagner may use the Easement Property for any and all uses and purposes for which a fee simple owner might use or possess such land, and that Wagner shall have sole (to the exclusion of any and all others), exclusive and unfettered use and possession of the Easement Area.

3. Grant Of Easement Over After Acquired Interest in the Easement Property. In addition, Siddall also hereby gives, grants, bargains, sells and conveys to and for the benefit and use of Wagner, and appurtenant to the Wagner Property, a perpetual, appurtenant, and fully exclusive easement over, upon, through and across the Easement Property (for the same easements, and on the same terms and conditions of the easement, as granted in paragraph 2 above) to the extent of any and all after acquired title of Siddall (and/or the successors and assigns of Siddall) in and/or to the Easement Property.

4. Exclusivity. Siddall expressly agrees and acknowledges that the easements granted to Wagner are and shall be exclusive, and for the sole use and benefit of Wagner and no others whatsoever including, but not limited to, Siddall. Furthermore, Siddall expressly agrees and acknowledges that Wagner shall have the sole and exclusive use and possession of the Easement Property, to the exclusion of all others, including, but not limited to, Siddall and Siddall's successors and assigns. Siddall also covenants and agrees not to execute or grant any other agreement or easement, with any third party or parties, on, over or across the Easement Property.

5. Scope Of Easements; Permitted Uses; Run with the Land; and Improvements. The easements granted herein are irrevocable and perpetual easements, and are not licenses. Such easements are fully and totally exclusive to Wagner (and their respective successors and assigns) and the Wagner Property. It is also agreed and acknowledged that the Easement Property may not be used, improved or utilized by anyone other than Wagner, and Wagner's heirs, assigns and successors in title, and anyone now or hereafter owning any part or all of the Wagner Property. Siddall hereby acknowledges that Siddall, and/or its agents, successors or assigns, have no right, and shall have no right, to improve, occupy, possess or otherwise use any part of the Easement Property and hereby waive and release any and all rights to do so.

Use of the foregoing easements are for the use and benefit of any and all existing and future development of any part or all of the Wagner Property, and there are no restrictions on use of the Easement Property. As such, use of the easements granted in this Agreement is/are not confined to

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the current use being made of the Wagner Property, the current level of use of the Easement Property, the present buildings on the Wagner Property (if any), nor present means of transportation.

The easements created by this Agreement shall run with, and be appurtenant to and benefit, the Wagner Property, and the assignees, transferees and grantees of the Wagner Property, and the burden of said easements shall run with the Easement Property.

Wagner, and Wagner's successors in title to the Wagner Property, may construct, on any one or more occasions, any and all improvements on the Wagner Property as they see fit, including, without limitation, construction, installation, operation, repair, maintenance and replacement of road surfaces, landscaping, fencing, equipment, pipes, wires, lines, conduits, utility lines, drainage, etc. In addition, any driveway, road or parking area on the Wagner Property may be extended to meet any paved area and/or road on the Easement Property.

Siddall, for Siddall and its successors and assigns, hereby covenants and agrees to promptly execute, when requested, any and all consents, applications and waivers required by any governmental entity in order to allow Wagner to use or improve the Easement Property.

Wagner shall also have any and all other rights and privileges necessary, desired or convenient for Wagner's use of any of the easements set forth in this Agreement.

6. Successors, Assigns, Invitees, etc. The easements created pursuant to this Agreement, and the right to use and enjoy such easements, shall also inure to the benefit of Wagner's successors, assigns, grantees, transferees, legal representatives, employees, officers, members, guests, tenants, subtenants, licensees, customers and invitees, and to the successors, assigns, grantees, transferees, legal representatives, employees, officers, members, guests, tenants, subtenants, licensees, customers and invitees of Wagner's successors in title, assigns, grantees and transferees.

Notwithstanding the foregoing, the rights of such employees, officers, members, guests, tenants, subtenants, licensees, customers and invitees to use such easements shall be derived from the rights of Wagner (and its successors in title, assigns, grantees, transferees) and the owner(s) of the Wagner Property, and no independent easement rights are created by this Agreement as to any employees, officers, members, guests, tenants, subtenants, licensees, customers and invitees, whose use of such easements and the Easement Property shall be solely with the permission or consent of the then current owner of the Wagner Property, which permission or consent may be withdrawn or revoked at any time by the then current owner of the Wagner Property.

This Agreement is binding upon Siddall and Siddall's successors, assigns, trustees, beneficiaries, transferees and grantees.

7. No Obstructions or Interference. The Easement Property is, in part, intended to be used by Wagner for ingress and egress access to and from the Wagner Property to Bryant Rd., as it now exists and as it may exist in the future. Siddall, and Siddall's successors and assigns, shall not in any way obstruct or interfere with any easement, nor any part of the Easement Property, nor any use of the Easement Property by Wagner.

8. Construction And Maintenance. Wagner may repair and maintain the Easement Property in any manner, as well as any and all present and future improvements on the Easement Property. Wagner shall keep the Easement Property in compliance with all applicable governmental code(s), however, no violation thereof shall cause or allow any easement to be terminated or void. All

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costs incurred by the Wagners in making improvements to the Easement Property, or utilizing the easements set forth herein, shall be at the Wagner's sole expense.

9. Taxes. Siddall shall promptly and timely pay any and all real property taxes and assessments on the Easement Property. However, Wagner shall reimburse Siddall for the portion of such taxes and assessments attributable to any improvements made by Wagner on the Easement Property. Siddall shall submit each such tax bill to Wagner and shall indicate what dollar amount Siddall believes is attributable to Wagner improvements. Wagner shall pay the portion of each such tax bill that is attributable to Wagner's improvements on the Easement Property, and shall do so within twenty (20) days of receipt of such tax bill.

10. Insurance. Wagner may obtain, pay for and maintain a comprehensive general or personal liability insurance policy, or a homeowner's insurance policy, covering the Easement Property, which policy shall name the owner of Lot 2 as an additional insured for liability coverage purposes. Such policy shall include single limit coverage in an amount not less than \$500,000.00. Wagner shall provide the owner of Lot 2 with proof of such insurance within fifteen (15) days of demand.

Siddall, and its successors in title and assigns, shall give immediate written notice to the owner of Lot 3 of any change in the name(s) of the owner(s) of Lot 2 and/or any change in address for the owner(s) of Lot 2. Within ten (10) business days after receipt of that written notice, the owner of Lot 3 shall change the name and/or address (as indicated in the notice) of the additional insured in any such insurance policy, however, the owner of Lot 3 shall have no obligation to make such change(s) unless and until notice of such change is actually received, and the name of the additional insured(s) shall be and remain correct until the end of that ten (10) day period after receipt of such notice.

11. Indemnity. If the insurance policy required in paragraph 10 (Insurance) above is not in place on the date of the occurrence of any damage, injury, death, code violation, illegal act or alteration (each herein referred to as an "Occurrence") on the Easement Property, and a claim or action is brought against Siddall for any such Occurrence, and that Occurrence arose out of or in connection with the Easement Property or any improvements constructed or alterations made thereon by or on behalf of Wagner, and no other insurance coverage for that Occurrence is available to Siddall, then Wagner hereby agrees to indemnify Siddall, and Siddall's successors and or assigns (collectively, the "Indemnified Parties"), upon demand, against any loss, cost, claim, suit, injury, expense, damage or liability, incurred by the Indemnified party as a result of such Occurrence.

Notwithstanding the foregoing, the foregoing indemnity obligation shall terminate on the earlier of the date this Agreement terminates, or the date the easements granted herein terminate or are voided or otherwise cancelled. Furthermore, that indemnity obligation shall not apply to any Occurrence arising out of any act (intentional or negligent) or omission of the Indemnified Parties (and/or any of their respective guests, representatives or invitees), nor to any damage, injury or death on any other portion of Lot 2 other than the Easement Property.

12. No Dedication For Public Use. Nothing contained herein shall be deemed to be a dedication of any easement or the Easement Property for public use, and all rights and easements herein created are private and do not constitute a grant for public use. No public dedication of any such easement area shall be made without the prior written consent Wagner, or their legal representatives, successors or assigns.

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13. Effective Date; Termination; No Abandonment. This Agreement, and the easements created and imposed by this Agreement, shall be effective upon the date of this Agreement, and further upon the date any additional or after acquired title to the Easement Property is vested in, or obtained by, Siddall or its successors in title or assigns.

The parties hereto agree that this Agreement, and the easements granted herein, may only be terminated by a witnessed and notarized writing, signed by all of the then current owners of the Wagner Property and all of the then current owners of the Siddall Property, and specifically providing for the termination of this Agreement, which writing shall not be effective unless and until it is recorded in the Official Records of Hillsborough County, Florida.

The parties hereto also covenant and agree that non-use of any of the easements granted in this Agreement shall not constitute an abandonment or waiver of any such easement, nor serve to terminate this Agreement or any of the easements granted herein.

14. Specific Performance. In the event of a default of a party to this Agreement, and in addition to any other remedies provided by this Agreement or available at law or in equity, which remedies are cumulative, the non-defaulting party (and its legal representatives, successors, assigns and transferees) shall be entitled to specific performance of this Agreement, and the prevailing party shall be entitled to recover all costs, including reasonable attorneys fees.

15. No Liens, Encumbrances or Easements. Siddall represents and warrants that with the exception of the platted easement dedicated to Lot 3 in the plat for Siddall Acres (a minor subdivision), there are no liens, encumbrances, mortgages or leases on the Easement Property, and Siddall covenants and agrees not to grant, convey or allow to exist any lien, mortgage, encumbrance or lease on any part or all of the Easement Property.

16. Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall be given a reasonable construction, and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the parties. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions hereof. This Agreement shall be construed, governed, interpreted and enforced in accordance with the laws of the State of Florida. If any clause, sentence, paragraph or portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

17. Waiver of Trial by Jury. To the maximum extent permitted by law, the parties agree to, and do hereby, waive all rights, if any, to trial by jury in any action, proceeding, cross-claim or counterclaim on any matter whatsoever arising out of, or in any way connected with or related to, this Agreement.

18. No Bankruptcy. Siddall warrants and represents that Siddall is not presently in bankruptcy, has not filed bankruptcy, has not discussed with any attorney within the past six (6) months the possibility of filing bankruptcy, and no one has threatened in the last six months to file an involuntary bankruptcy for Siddall.

19. Eminent Domain. Siddall agrees that Wagner shall have the sole and exclusive right to, and Siddall hereby expressly assigns to Wagner, any and all eminent domain awards or payments in connection with or arising out of any fixtures and/or improvements on the Easement Property (including any relocation and reconstruction expenses), and any eminent domain awards or payments with regard to Lot 3 or use of Lot 3 which arise out of or are related to any condemnation or eminent

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domain proceedings involving the Easement Property. The Siddalls shall have sole and exclusive right to any and all eminent domain awards or payments in connection with the underlying fee simple title to the Easement Property.

20. Trustees. Siddall warrants and represents that the persons executing this Agreement are the sole trustees of the trust named herein, that said trustees have the present right, power and authority to enter into this Agreement and to grant the easements set forth herein, that there are no provisions in said trust which prohibit the trustees from entering into this Agreement, that the execution and consummation of this Agreement will not require the consent of any person or organization that has not heretofore been obtained, and that Wagner may rely on these representations until written notice to the contrary is actually received by Wagner.

21. Conveyance. Upon the written request of Wagner to Siddall, Siddall shall convey the Easement Property to Wagner for the agreed sum of \$10.00. That conveyance shall be made by a special warranty deed or quit claim deed (as requested by Wagner) which shall be prepared by or on behalf of Wagner at Wagner's sole expense, and the recording fees and documentary tax stamps for that deed shall be paid for by Wagner. In the event of that conveyance, this Agreement shall automatically and fully terminate upon the recording of that conveyance.

22. In Addition to Platted Easement. This Agreement, and the easements created herein, are in addition to the platted easement for Lot 3, Siddall Acres (a minor subdivision), over a portion of Lot 2 in the plat for Siddall Acres (a minor subdivision).

23. Miscellaneous. This Agreement shall be recorded in the Official Records of Hillsborough County, Florida. This Agreement may not be modified in any respect whatsoever, or rescinded, in whole or part, except with the prior written consent of all parties hereto, or their respective legal representatives, successors, assigns or transferees, as well as any holders of any recorded real estate mortgages, which modification or amendment must be set forth in a written instrument duly recorded in the Official Records of Hillsborough County, Florida. This Agreement may not be changed or terminated orally, nor by any course of conduct or non-use. Section, paragraph, and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning, construction or interpretation of this Agreement. Failure of any party hereto in any one or more instances to insist on the performance of any of the terms of this Agreement, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Agreement, shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver or failure had occurred.

## SIDDALL:

Lauren Hall  
Witness

Lauren Hall  
Printed Name

Jacquelyn Bowers  
Witness

Jacquelyn Bowers  
Printed Name

By: Brian D. Siddall  
BRIAN D. SIDDALL, INDIVIDUALLY,  
AND AS TRUSTEE OF THE  
LYNN F. SIDDALL LIVING TRUST  
dated September 2, 2004, and any  
amendments thereto

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**SIDDALL:**

Lauren Hall  
Witness

Lauren Hall  
Printed Name

Lucy Bowers  
Witness

Lucy Bowers  
Printed Name

By: Lynn F Siddall  
LYNN F. SIDDALL, INDIVIDUALLY,  
AND AS TRUSTEE OF THE  
LYNN F. SIDDALL LIVING TRUST  
dated September 2, 2004, and any  
amendments thereto

**WAGNER:**

Darryl Wagner

**DARRYL WAGNER**

Valerie Blickenstaff  
Witness

VALERIE BLICKENSTAFF

Printed Name

Tara Fowke  
Witness

TARA FOWKE

Printed Name

Valerie Blickenstaff  
Witness

VALERIE BLICKENSTAFF

Printed Name

Tara Fowke  
Witness

TARA FOWKE

Printed Name

Karen Wagner

**KAREN WAGNER**

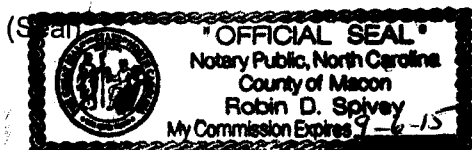


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STATE OF NORTH CAROLINA  
COUNTY OF Macon

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of MARCH, 2015, by Brian D. Siddall, individually, and as trustee of the Lynn F. Siddall Living Trust dated September 2, 2004, and any amendments thereto, who is (Check One Please): ( ) personally known to me; or ( ☒ ) who has produced NC Drivers License as identification.

**NOTARY PUBLIC:**



Sign: Robin D. Spivey

Print: Robin D. Spivey

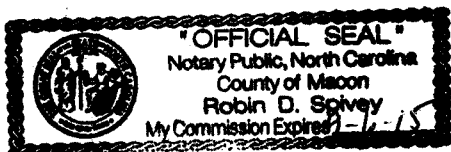
Title: Notary Public-State of NORTH CAROLINA

STATE OF NORTH CAROLINA  
COUNTY OF Macon

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of MARCH, 2015, by Lynn F. Siddall, individually, and as trustee of the Lynn F. Siddall Living Trust dated September 2, 2004, and any amendments thereto, who is (Check One Please): ( ) personally known to me; or ( ☒ ) who has produced NC Drivers License as identification.

**NOTARY PUBLIC:**

(Seal)



Sign: Robin D. Spivey

Print: Robin D. Spivey

Title: Notary Public-State of NORTH CAROLINA

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STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 6TH day of MARCH, 2015, by Darryl Wagner, who is (Check One Please): ( ☐ ) personally known to me; or ( ☐ ) who has produced A DRIVERS LICENSE as identification.

**NOTARY PUBLIC:**

(Seal)



Sign: [Signature]

Print: VALERIE BLICKENSTAFF

Title: Notary Public-State of Florida

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 6TH day of MARCH, 2015, by Karen Wagner, who is (Check One Please): ( ☐ ) personally known to me; or ( ☐ ) who has produced A DRIVERS LICENSE as identification.

**NOTARY PUBLIC:**

(Seal)



Sign: [Signature]

Print: VALERIE BLICKENSTAFF

Title: Notary Public-State of Florida

\\server\\My Documents\\My Documents DWB\\Wagner, Darryl and Karen\\Easement - Siddall to Wagner - Draft-5 (with legal descriptions).wpd

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**EXHIBIT "A"**

(Siddall Property Legal)

A portion of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

LOT 2, SIDDALL ACRES, as recorded in Plat Book 124, Pages 241, of the Public Records of Hillsborough County, Florida.

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**EXHIBIT "B"**

(Wagner Property Legal)

A portion of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

LOT 3, SIDDALL ACRES, as recorded in Plat Book 124, Pages 241, of the Public Records of Hillsborough County, Florida.

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## EXHIBIT "C"

(Easement Property Legal and Sketch)

### DESCRIPTION: (Lot 3 Easement)

A portion of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 13; thence S.00°13'38"W., 661.11 feet along the Westerly boundary line of the Southwest 1/4 of said Section 13 to the POINT OF BEGINNING; thence S.89°38'35"E. 653.37 feet along the Northerly boundary line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 13, said line also being the Northerly boundary line of LOT 2, SIDDALL ACRES, as recorded in Plat Book 124, Pages 241, of the Public Records of Hillsborough County, Florida, to the Westerly boundary line of LOT 3 of said SIDDALL ACRES; thence S.00°03'42"E., 30.00 feet along said Westerly boundary line to the Southwest corner of said LOT 3; thence N.89°38'35"W. 653.53 feet to the said Westerly boundary line of the Southwest 1/4 of said Section 13; thence N.00°13'38"E., 30.00 feet along said Westerly boundary line to the POINT OF BEGINNING.

Less and Except existing right-of-way for Bryant Road.

## Sec.: 13 Twp.: 30 S. Rge.: 31 E.



