

11/2
Prepared by and after
Recording return to:

R-00
Donna J. Feldman, Esq.
Feldman & Mahoney, P.A.
19321-C U.S. Highway 19 North
Suite 600
Clearwater, Florida 33764

Cross-reference:
O.R. Book 2768, Page 951

**ASSIGNMENT AND ASSUMPTION OF
CERTAIN RIGHTS AND OBLIGATIONS UNDER
AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF CERTAIN RIGHTS AND OBLIGATIONS UNDER AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Assignment") is made as of July 18, 2013, by and between **GREENPOINTE COMMUNITIES, LLC**, a Florida limited liability company ("**Assignor**"), and **SHP GROUP LLC**, a Delaware limited liability company ("**Assignee**"), with reference to the following facts:

A. Assignor is the "Developer" under that certain Amended and Restated Development Agreement between GreenPointe and the City of Brooksville, Florida, a municipal corporation under the laws of the State of Florida, dated September 9, 2010 and recorded on September 10, 2010 in O.R. Book 2768, Page 951, of the Public Records of Hernando County, Florida (the "**Agreement**").

B. Pursuant to Section 12 of the Development Agreement, Developer may assign its obligations under the Agreement to any other party, subject to the terms and conditions of such Section 12.

C. On even date herewith, SH Venture I, LLC, a Florida limited liability company, an affiliate of Assignor, is conveying to Assignee certain real property more particularly described on **Exhibit "A"** attached hereto (the "**Residential Property**"), which constitutes a portion of the Property, and includes portions of both the Undeveloped Lands and the Developed Lands.

D. Assignor desires to assign to Assignee, all of Assignor's right, title, interest and obligations in, to and under the Agreement to the extent relating to the Residential Property, and Assignee desires to accept and assume all of Assignor's right, title, interest and obligations in, to and under the Agreement to the extent relating to the Residential Property, pursuant to the terms, covenants and conditions of this Assignment.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Recitals; Exhibit. The above recitals are true and correct and, together with the Exhibit attached hereto, are incorporated herein by this reference.

2. Assignment and Assumption of Rights and Obligations. Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in, and obligations under, the Agreement, to the extent relating to the Residential Property, as more specifically set forth in this Section 2. Assignee hereby accepts the assignment set forth herein, and expressly assumes, and covenants and agrees to perform, all of the obligations assigned herein relating to the Residential Property, subject to the terms, covenants and conditions of the Agreement and this Assignment, as follows:

(a) Potable Water. Assignor hereby assigns to Assignee, and Assignee hereby assumes, the obligations of the Developer under the Agreement to construct and place in service the Phase 3A Interconnect, and otherwise complete all of the obligations of Developer set forth in Section 3.A.(ii) of the Agreement by the time required by the Agreement.

(b) Transportation. Assignor hereby assigns to Assignee, and Assignee hereby assumes, the obligations of Developer under Section 3.D.(vi) of the Agreement, including, without limitation, the obligations to design, permit and construct the Emergency Access, design a secondary access to connect Phase 3A-2 to Governor Boulevard, and to permit and construct the connecting road each by the time required by the Agreement.

(c) Entitlements Assigned. Assignor hereby assigns to Assignee, and Assignee hereby accepts, any and all entitlements attributable to the Residential Property, and afforded the Developer by the Agreement, as a result of Assignee's performance of the obligations assigned to it by this Assignment.

(d) Rights and Obligations Retained. Assignor hereby expressly retains and reserves unto Assignor, its designated successors and assigns, any and all rights and obligations of Developer under the Agreement which are not expressly assigned to Assignee by this Assignment. Furthermore, Assignor hereby reserves the right (including any necessary licenses and easements over the Residential Property), but not the obligation, to perform any obligation assigned to Assignee in this Assignment if Assignee fails to do so within thirty (30) days after notice to Assignee, at Assignee's sole cost and expense to be reimbursed by Assignee to Assignor within fifteen (15) days after written demand.

3. Indemnification. Assignee hereby agrees to and shall indemnify, defend and hold Assignor, and its affiliates, and Assignor's designated successors and assigns under the Agreement, harmless from and against any and all claims, liabilities, damages, losses, costs and/or expenses (including, without limitation, reasonable attorneys' and paralegals' fees and costs) threatened, suffered or incurred by such indemnified parties to the extent arising from or related to Assignee's failure to perform any obligation under this Assignment and/or the Agreement arising from and after the date of this Assignment. Assignor hereby agrees to and shall indemnify, defend and hold Assignee, and its affiliates, and Assignee's designated

successors and assigns under the Agreement, harmless from and against any and all claims, liabilities, damages, losses, costs and/or expenses (including, without limitation, reasonable attorneys' and paralegals' fees and costs) threatened, suffered or incurred by such indemnified parties to the extent arising from or related to Assignor's failure to perform any obligation under this Assignment and/or the Agreement arising prior to the date of this Assignment.

4. Enforcement; Attorneys' Fees. Assignor and Assignee shall have the right to pursue any and all remedies available to such party, at law or in equity, to enforce the terms, covenants and conditions, of this Assignment against the other party. The prevailing party in any such action, in addition to any other awarded granted thereto in such action, shall be entitled to its reasonable attorneys' and paralegals' fees and costs incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels, in arbitration or bankruptcy proceedings, and post-judgment collection proceedings.

5. Assignment. Assignee shall notify Assignor of any assignment by Assignee of its rights and obligations under this Assignment, and provide written evidence of the assumption of such rights and obligations by such assignee.

6. Covenant Running With the Land; Binding Effect. This Assignment shall constitute covenants running with the land, appurtenant to, and benefiting, the Residential Property and benefiting and burdening the Residential Property, and shall be binding on the parties' respective successors and assigns until the Agreement expires or is terminated provided, however, that the reimbursement right of Assignor, and obligation of Assignee, in Section 5 above, and the indemnification obligations of the parties under this Assignment, expressly survive the expiration or termination of the Agreement. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, subject to the terms and conditions of the Agreement.

7. Third-Party Beneficiary; Further Assurances. The City is a third-party beneficiary of this Assignment and shall have the right to enforce the same in accordance with Section 5 of this Assignment and the terms and conditions of the Agreement. Assignor and Assignee agree to cooperate promptly and in good faith to execute such further documents, and obtain such further approvals, which may be required by the City to evidence or effectuate the assignment and assumption of the rights and obligations under the Agreement as contemplated by this Assignment.

8. Defined Terms. Capitalized terms used in this Assignment, which are not otherwise defined herein, shall have the meanings ascribed such terms in the Agreement.

9. Counterparts. This Assignment may be executed in separate counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

10. Recordation. The original fully-executed version of this Assignment may be recorded in the Public Records, or a copy thereof may be recorded in the Public Records together with an affidavit on behalf of Assignor certifying the copy to be a true and complete copy of the original.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

Witnesses:

GREENPOINTE COMMUNITIES, LLC,
a Florida limited liability company

Mailee W. Simmons
Print Name: Mailee W. Simmons

By: [Signature]
Printed Name: EDWARD E. BURR
Its: CHIEF EXECUTIVE OFFICER

[Signature]
Print Name: Jayen Thomas

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of July, 2013, by EDWARD E. BURR as CEO of GreenPointe Communities, LLC, a Florida limited liability company, on behalf of the company, who /X/ is personally known to me or /_/_/ who produced a _____ as identification.

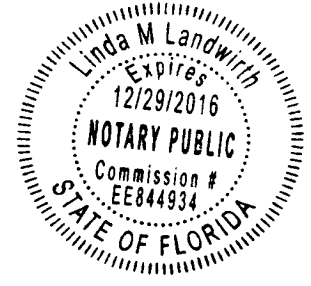
Linda M. Landwirth
NOTARY PUBLIC

Printed Name: LINDA M. LANDWIRTH

My Commission Expires: 12/29/2016

(SEAL)

[Signatures continue on following page.]



Witnesses:

Marilyn W. Simmons
Print Name: Marilyn W. Simmons

[Signature]
Print Name: Tyson Thomas

SHP GROUP LLC,
a Delaware limited liability company
By: GP Homes LLC,
a Delaware limited liability company
Its: Managing Member

By: [Signature]
Edward E. Burr, Chief Executive Officer

STATE OF FLORIDA
COUNTY OF DUNAL

The foregoing instrument was acknowledged before me this 12th day of July, 2013, by Edward E. Burr, as Chief Executive Officer of GP Homes LLC, a Delaware limited liability company, as the Managing Member SHP Group LLC, a Delaware limited liability company, on behalf of the company, /X/ who is personally known to me or /___/ who produced a _____ as identification.

Linda M. Landwirth
NOTARY PUBLIC

Printed Name: LINDA M. LANDWIRTH

My Commission Expires: 12/29/2016
(SEAL)



EXHIBIT "A"

PARCEL 1(A):

LOT 9, BLOCK 4; LOT 13, BLOCK 4; LOTS 7 AND 35, BLOCK 5; AND LOTS 6, 10, 14, 17, 18, 19, 23, 24, 27 AND 28, BLOCK 7, ALL IN SOUTHERN HILLS PLANTATION PHASE 1, PLAT BOOK 35, PAGES 1 THROUGH 18, ACCORDING TO THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

AND

PARCEL 1(B):

LOTS 1, 2, 3, 5, 6, 8 THROUGH 13, 14 THROUGH 25, 26 THROUGH 30, 32, 34, 35, 37 THROUGH 46, 48 THROUGH 71, AND 73 THROUGH 102, BLOCK 9; LOTS 36, 39, 41, 43, 48, 55 AND 63, BLOCK 10; LOTS 3, 10, 20, 27 AND 37, BLOCK 11; LOTS 11, 13, 16, 19, 20, 21, 22, 26, 38, 39, 40, 41, 42 AND 43, BLOCK 12; LOTS 3, 14, 15, 16, 17, 22, 23 AND 24, BLOCK 13; AND LOTS 1 THROUGH 24, BLOCK 15, ALL IN SOUTHERN HILLS PLANTATION PHASE 2, PLAT BOOK 36, PAGES 40 THROUGH 67, ACCORDING TO THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

PARCEL 1(C):

LOTS 1 AND 7, BLOCK 8, SOUTHERN HILLS PLANTATION PHASE 2A, PLAT BOOK 36, PAGES 68 THROUGH 72, ACCORDING TO THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

AND

PARCEL 1(D):

LOTS 4, 7, 9, 10, 12, 15, 18, 21, 22, 24, 29, 30, 32, 33, 34, 35, 39, 41, 42, 44, 46, 54, 56, 57, 58, 61, 63, 64, 65, 66, 68, 69, 71, 72 AND 74, BLOCK 16; AND LOTS 7, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 24, 27, 28, 29, 32, 33, 34 AND 39, BLOCK 17, ALL IN SOUTHERN HILLS PLANTATION PHASE 3, PLAT BOOK 37, PAGES 45 THROUGH 55, ACCORDING TO THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

AND

PARCEL 1(E):

LOTS 1, 2, 5, 9, 10, 11, 12 AND 13, BLOCK 19, ALL IN SOUTHERN HILLS PLANTATION PHASE 3-A-1, PLAT BOOK 39, PAGES 46 THROUGH 49, ACCORDING TO THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

AND

PARCEL 1(F):

LOTS 3 AND 11, BLOCK 6, SOUTHERN HILLS PLANTATION HILLTOP, PLAT BOOK 38, PAGES 4 THROUGH 6, ACCORDING TO THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

PARCEL 2: (FORMERLY KNOWN AS SURVEY EXHIBIT PARCEL 12)

COMMENCE AT A 2 INCH CAPPED IRON PIPE MARKING THE SE CORNER OF SECTION 03, TOWNSHIP 23 SOUTH, RANGE 19 EAST HERNANDO COUNTY, FLORIDA, THENCE ALONG THE SOUTH LINE OF SAID SECTION 3, S 89 DEGREES 52'55" W., 937.91 FEET TO A POINT ON THE WESTERLY RAILROAD RIGHT OF WAY LINE. SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 3, S 89 DEGREES 52' 55" W., 1704.80 FEET; THENCE DEPARTING SAID SECTION LINE, N. 00 DEGREES 09'

EXHIBIT "A"

41" E., 2667.74 FEET; THENCE N 89 DEGREES 47' 50" E., 50.00 FEET; THENCE S. 00 DEGREES 09' 41" W., 1333.90 FEET; THENCE N. 89 DEGREES 49' 50" E., 2594.08 FEET; THENCE S 89 DEGREES 54' 02" E., 475.03 FEET TO A POINT ON THE WESTERLY RAILROAD RIGHT OF WAY LINE. SAID POINT ALSO BEING ON A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 2816.27 FEET AND A DELTA OF 17 DEGREES 18' 07"; THENCE ALONG THE ARC OF SAID CURVE 850.44 FEET; THENCE S. 50 DEGREES 27' 04" W., 1107.54 FEET TO THE POINT OF BEGINNING. TOGETHER WITH EASEMENT DESCRIBED IN WARRANTY DEED DATED OCTOBER 9, 2002, AND RECORDED IN O.R. BOOK 1583, PAGE 1293, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

PARCEL 3: (PORTION OF SURVEY EXHIBIT CLUB VILLAS PARCEL)

THAT PORTION OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:
 COMMENCE AT THE NORTHERNMOST CORNER OF LOT 11 OF SOUTHERN HILLS PLANTATION HILLTOP, AS RECORDED IN PLAT BOOK 38, PAGE 4, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF TRACT X OF SAID SOUTHERN HILLS PLANTATION HILLTOP, N.39 DEGREES 30' 41" W., 209.15 FEET TO THE SOUTH LINE OF SUMMIT VIEW DRIVE; THENCE LEAVING SAID LINE, N. 05 DEGREES 02' 15" E., 60.00 FEET TO THE POINT OF BEGINNING; THENCE N. 84 DEGREES 57' 45" W., 485.20 FEET; THENCE N. 17 DEGREES 38' 19" W., 203.90 FEET; THENCE S. 84 DEGREES 57' 34" E., 615.01 FEET; THENCE S. 71 DEGREES 45' 20" E., 136.30 FEET; THENCE S, 58 DEGREES 48' 47" E., 146.56 FEET; THENCE S. 28 DEGREES 45' 12" W., 23.32 FEET; THENCE S. 17 DEGREES 45' 14" W., 201.78 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 335.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, 300.28 FEET THROUGH A CENTRAL ANGLE OF 51 DEGREES 21' 27" (CHORD BEARING N. 59 DEGREES 17' 02" W., 290.33 FEET) TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION CONVEYED TO THE VILLAS AT SOUTHERN HILLS PLANTATION, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2871, PAGE 1801, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERNMOST CORNER OF LOT 11 OF SOUTHERN HILLS PLANTATION HILLTOP, AS RECORDED IN PLAT BOOK 38, PAGE 4, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF TRACT X OF SAID SOUTHERN HILLS PLANTATION HILLTOP, N.39°30'41" W., 209.15 FEET TO THE SOUTH LINE OF SUMMIT VIEW DRIVE; THENCE LEAVING SAID LINE, N.05°02'15" E., 60.00 FEET TO THE NORTH LINE OF SUMMIT VIEW DRIVE; THENCE ALONG THE NORTH LINE OF SUMMIT VIEW DRIVE, N.84°57'45" W., 382.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.84°57'45" W., A DISTANCE OF 102.25 FEET; THENCE N.17°38'19" W., A DISTANCE OF 203.90 FEET; THENCE S.84°57'34" E., A DISTANCE OF 181.37 FEET; THENCE S.05°11'41" W., A DISTANCE OF 188.13 FEET TO THE NORTH LINE OF SUMMIT VIEW DRIVE AND THE POINT OF BEGINNING.

PARCEL 4: (SURVEY EXHIBIT PARCEL 4 RESIDENTIAL)

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 33, N 89°53'55" W A DISTANCE OF 167.60 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID LINE, N 89°53'55" W., A DISTANCE OF 1152.83

EXHIBIT "A"

FEET; THENCE LEAVING SAID LINE, N 00°31'54" W., A DISTANCE OF 914.69 FEET TO THE SOUTH BOUNDARY LINE OF A FLORIDA POWER CORPORATION 100 FEET WIDE UTILITY EASEMENT AS RECORDED IN O.R. BOOK 51, PAGE 680 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID EASEMENT, N 89°58'31" E., A DISTANCE OF 1320.04 FEET TO THE INTERSECTION WITH THE EAST BOUNDARY LINE OF SAID SECTION 33; THENCE ALONG THE EAST BOUNDARY LINE OF SAID SECTION 33, S 00°33'15" E., A DISTANCE OF 888.15 FEET TO A POINT ON THE BOUNDARY OF SOUTHERN HILLS PLANTATION PHASE 3-A-1, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 39, PAGES 46-49 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PLAT, S 80°07'06" W A DISTANCE OF 169.84 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

(SURVEY EXHIBIT PARCEL B)

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTIONS 3 AND 4, TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 3, ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 4; THENCE ALONG THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 3 S 89°53'55" E., A DISTANCE OF 946.29 FEET; THENCE LEAVING SAID LINE, S 80°07'06" W., A DISTANCE OF 97.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SUMMIT VIEW DRIVE AS SHOWN ON THE PLAT OF SOUTHERN HILLS PLANTATION PHASE 3-A-1, RECORDED IN PLAT BOOK 39, PAGES 46-49 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE S 77°12'53" W., A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF SUMMIT VIEW DRIVE, SAID POINT BEING ON A CURVE THAT IS CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 28°02'34", A CHORD DISTANCE OF 157.49 FEET, AND A CHORD BEARING OF S 26°48'24" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 159.07 FEET TO A POINT OF TANGENCY; THENCE S 40°49'42" E., A DISTANCE OF 337.32 FEET TO THE POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 475.00 FEET, A DELTA ANGLE OF 24°59'55", A CHORD DISTANCE OF 205.61 FEET, AND A CHORD BEARING OF S 28°19'44" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 207.25 FEET; THENCE LEAVING THE WESTERLY RIGHT OF WAY LINE OF SUMMIT VIEW DRIVE ALONG THE NORTHERLY BOUNDARY OF SOUTHERN HILLS PLANTATION PHASE 3 AS RECORDED IN PLAT BOOK 37, PAGES 45-55, S 76°56'35" W., A DISTANCE OF 300.96 FEET TO A POINT ON A CURVE THAT IS CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A DELTA ANGLE OF 20°13'37", A CHORD DISTANCE OF 61.46 FEET, AND A CHORD BEARING OF N 30°42'53" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 61.78 FEET TO A POINT OF TANGENCY; THENCE N 40°49'42" W., A DISTANCE OF 25.97 FEET; THENCE S 78°41'46" W., A DISTANCE OF 524.39 FEET; THENCE N 63°57'27" W., A DISTANCE OF 340.45 FEET; THENCE N 36°13'31" W., A DISTANCE OF 250.35 FEET TO THE POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 575.00 FEET, A DELTA ANGLE OF 35°36'30", A CHORD DISTANCE OF 351.63 FEET, AND A CHORD BEARING OF N 18°25'15" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 357.35 FEET TO A POINT OF TANGENCY; THENCE N 00°37'00" W., A

EXHIBIT "A"

DISTANCE OF 19.86 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE ALONG THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 4 S 89°53'55" E., A DISTANCE OF 230.03 FEET TO THE POINT OF BEGINNING.

AND (SURVEY EXHIBIT PARCELS C & D)

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF LOT 32, BLOCK 16, SOUTHERN HILLS PLANTATION PHASE 3, AS RECORDED IN PLAT BOOK 37, PAGES 45-55, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 32, N 24°50'33" W A DISTANCE OF 222.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 32, SAID CORNER BEING ON A CURVE THAT IS CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 24°38'07", A CHORD DISTANCE OF 138.67 FEET, AND A CHORD BEARING OF N 47°33'46" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 139.74 FEET TO A POINT OF TANGENCY; THENCE N 35°14'42" E., A DISTANCE OF 79.74 FEET TO A POINT ON A CURVE THAT IS CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 575.00 FEET, A DELTA ANGLE OF 16°35'21", A CHORD DISTANCE OF 165.90 FEET, AND A CHORD BEARING OF N 51°38'22" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 166.48 FEET TO THE SOUTHEAST CORNER OF LOT 49, BLOCK 16 OF SAID PHASE 3; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 49 N 46°47'04" E., A DISTANCE OF 189.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 49; THENCE S 44°51'57" E., A DISTANCE OF 109.94 FEET TO THE POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 527.08 FEET, A DELTA ANGLE OF 05°00'27", A CHORD DISTANCE OF 46.05 FEET, AND A CHORD BEARING OF S 65°01'13" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 46.06 FEET; THENCE N 89°57'45" W., A DISTANCE OF 126.03 FEET; THENCE S 00°15'46" W., A DISTANCE OF 492.51 FEET; THENCE S 86°18'41" W., A DISTANCE OF 54.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32 AND THE POINT OF BEGINNING.

AND (SURVEY EXHIBIT PARCEL E)

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 19 EAST, CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE ALONG THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 3 S 00°09'41" W., A DISTANCE OF 2667.74 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE ALONG THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 3 N 89°46'27" W., A DISTANCE OF 452.50 FEET; THENCE LEAVING SAID LINE, N 29°12'23" W., A DISTANCE OF 67.68 FEET TO A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 350.00 FEET, A DELTA OF 67°29'35", A CHORD DISTANCE OF 388.86 FEET AND A CHORD BEARING OF N 86°11'53" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 412.29 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SUMMIT VIEW DRIVE AS SHOWN ON THE PLAT OF SOUTHERN HILLS PLANTATION HILLTOP, AS RECORDED IN PLAT BOOK 38, PAGES 4 THROUGH 6, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 335.00 FEET, A DELTA OF 14°55'36", A CHORD DISTANCE OF 87.03 FEET AND A CHORD BEARING OF N 36° 18'19" E; THENCE ALONG

EXHIBIT "A"

THE ARC OF SAID CURVE A DISTANCE OF 87.27 FEET TO A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 263.00 FEET, A DELTA OF 85°40'31", A CHORD DISTANCE OF 357.64 FEET AND A CHORD BEARING OF N 85°07'19" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 393.27 FEET TO A POINT OF TANGENCY; THENCE N 42°17'04" E., A DISTANCE OF 260.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 263.00 FEET, A DELTA OF 35°29'15", A CHORD DISTANCE OF 160.30 FEET AND A CHORD BEARING OF N 24°32'26" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 162.90 FEET; THENCE N 83°12'11" W., A DISTANCE OF 150.00 FEET TO A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 113.00 FEET, A DELTA OF 10°45'17", A CHORD DISTANCE OF 21.18 FEET AND A CHORD BEARING OF N 01°25'18" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.21 FEET TO A POINT OF TANGENCY; THENCE N 03°57'20" W., A DISTANCE OF 378.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 587.00 FEET, A DELTA OF 38°18'34", A CHORD DISTANCE OF 385.21 FEET AND A CHORD BEARING OF N 15°11'57" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 392.48 FEET; THENCE S 55°38'46" E., A DISTANCE OF 12.00 FEET; THENCE S 87°53'56" E., A DISTANCE OF 22.69 FEET; THENCE S 54°23'54" E., A DISTANCE OF 118.94 FEET TO A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 437.00 FEET, A DELTA OF 1°46'35", A CHORD DISTANCE OF 13.55 FEET AND A CHORD BEARING OF N 36°29'24" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 13.55 FEET TO A POINT OF TANGENCY; THENCE N 37°22'41" E., A DISTANCE OF 86.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 363.00 FEET, A DELTA OF 26°03'45", A CHORD DISTANCE OF 163.70 FEET AND A CHORD BEARING OF N 24°20'49" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 165.12 FEET; THENCE N 80°34'43" W., A DISTANCE OF 113.09 FEET TO A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET, A DELTA OF 12°00'40", A CHORD DISTANCE OF 52.31 FEET AND A CHORD BEARING OF N 06°10'01" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 52.41 FEET TO A POINT OF TANGENCY; THENCE N 00°09'41" E., A DISTANCE OF 28.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, A DELTA OF 24°41'19", A CHORD DISTANCE OF 10.69 FEET AND A CHORD BEARING OF N 12°10'59" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 10.77 FEET TO A POINT OF TANGENCY; THENCE N 24°31'38" W., A DISTANCE OF 272.03 FEET TO A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 337.00 FEET, A DELTA OF 16°05'49", A CHORD DISTANCE OF 94.37 FEET AND A CHORD BEARING OF S 88°46'25" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 94.68 FEET TO A POINT OF TANGENCY; THENCE N 83°10'41" W., A DISTANCE OF 172.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 137.00 FEET, A DELTA OF 25°17'45", A CHORD DISTANCE OF 59.99 FEET AND A CHORD BEARING OF N 70°31'48" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 60.48 FEET TO A POINT OF TANGENCY; THENCE N 70°25'50" W., A DISTANCE OF 158.78 FEET; THENCE N 50°30'35" W., A DISTANCE OF 149.52 FEET; THENCE N 52°42'21" W., A DISTANCE OF 41.62 FEET; THENCE N 56°45'35" W., A DISTANCE OF 269.65 FEET; THENCE N 51°13'33" E., A DISTANCE OF 156.66 FEET; THENCE N 30°21'18" E., A DISTANCE OF 103.96 FEET; THENCE N 62°36'02" E., A DISTANCE OF 63.80 FEET; THENCE N 33°27'51" E., A DISTANCE OF 62.02 FEET; THENCE N 19°57'42" E., A DISTANCE OF 85.76 FEET; THENCE N 58°41'48" E., A DISTANCE OF 139.24 FEET; THENCE N 17°45'07" E., A DISTANCE OF 62.46 FEET TO THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE ALONG SAID NORTH BOUNDARY N 89°42'41" E., A DISTANCE OF 680.95 TO THE POINT OF BEGINNING.

EXHIBIT "A"

AND (SURVEY EXHIBIT F)

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE ALONG THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 10 N 89°53'26" E., A DISTANCE OF 1321.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE N 89°53'26" E., A DISTANCE OF 383.16 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE TAMPA NORTHERN RAILROAD; THENCE ALONG SAID RAILROAD RIGHT OF WAY S 50°24'53" W A DISTANCE OF 499.47 FEET; THENCE LEAVING SAID RIGHT OF WAY N 00°19'11" E., A DISTANCE OF 317.55 FEET TO THE POINT OF BEGINNING.