

EXHIBIT "E"

DEPICTION OF APPROXIMATE POND LOCATION

[See attached]

WPB 384165571v1

Description Sketch

Legal Description:

A parcel of land lying in the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 21, thence S.00°21'56"W., along the East boundary of the Northwest 1/4 of said Section 21, a distance of 840.39 feet; thence leaving said East boundary, N.89°38'04"W., a distance of 146.13 feet to the **POINT OF BEGINNING**, thence S.00°08'21"W., a distance of 29.60 feet; thence S.03°09'56"W., a distance of 53.54 feet; thence S.08°45'56"W., a distance of 53.54 feet; thence S.14°21'56"W., a distance of 53.54 feet; thence S.19°13'10"W., a distance of 57.52 feet; thence S.14°54'00"W., a distance of 67.40 feet; thence S.07°54'00"W., a distance of 67.40 feet; thence S.00°54'00"W., a distance of 67.40 feet; thence S.06°06'00"E., a distance of 67.40 feet; thence S.13°06'00"E., a distance of 67.40 feet; thence S.20°25'30"E., a distance of 73.65 feet; thence S.28°04'30"E., a distance of 73.65 feet; thence S.35°24'00"E., a distance of 67.40 feet; thence S.42°45'05"E., a distance of 62.99 feet; thence S.22°56'27"W., a distance of 113.22 feet; thence N.68°09'12"W., a distance of 64.38 feet; thence N.73°09'12"W., a distance of 64.38 feet; thence N.78°09'12"W., a distance of 64.38 feet; thence N.83°09'12"W., a distance of 64.38 feet; thence N.88°00'07"W., a distance of 62.73 feet; thence N.89°36'12"W., a distance of 62.50 feet; thence N.89°36'12"W., a distance of 62.50 feet; thence N.89°36'12"W., a distance of 55.00 feet; thence N.87°31'15"W., a distance of 55.04 feet; thence N.89°36'12"W., a distance of 55.00 feet; thence N.31°25'36"W., a distance of 30.60 feet; thence N.00°23'15"E., a distance of 819.11 feet; thence S.89°51'39"E., a distance of 561.98 feet to the **POINT OF BEGINNING**.

Containing 10.738 acres, more or less.

SURVEYORS NOTE:

Bearings shown hereon are based on the North boundary of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, having a Grid bearing of S.89°37'02"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.

| | | | |
|--|----------------|----------------------------|-----------------|
| PROJECT: RYALS PROPERTY | | Prepared For: LENNAR HOMES | |
| PHASE: SHARED STORMWATER POND | | | |
| DRAWN: DMM | DATE: 04/18/18 | | |
| REVISIONS | | | |
| DATE | DESCRIPTION | DRAWN BY | |
| | | | |
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| | | | |
| FILE PATH: P:\RYALS PROPERTY\DESCRIPTIONS\SKETCHES\RYALS STORM-POND_DS.DWG | | LAST SAVED BY: JWEIGLE | |
| | | | 01 of 02 |

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2200
Tampa, Florida 33602

Space above this line for recorder's use only

DRAINAGE EASEMENT AND POND COST SHARING AGREEMENT

This DRAINAGE EASEMENT AND POND COST SHARING AGREEMENT (this "**Agreement**") is executed as of the 16th day of August, 2018 by and between **LENNAR HOMES, LLC**, a Florida limited liability company ("**Lennar**"), and **DCH GROVES, LLC**, a Florida limited liability company ("**DCH**"). Lennar and DCH are each individually referred to herein as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. Lennar is the record title owner of that certain real property located in Pasco County, Florida (the "**County**"), as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Lennar Parcel**").

B. DCH is the record title owner of that certain real property located in the County, as more particularly described on **Exhibit B** attached hereto and incorporated herein (the "**DCH Parcel**").

C. The Lennar Parcel and the DCH Parcel (or any portions thereof) are sometimes referred to individually as a "**Parcel**" and collectively as the "**Parcels**".

D. Lennar is designing, permitting and constructing a detention pond, at Lennar's sole cost and expense, on a portion of the Lennar Parcel, as more particularly described in **Exhibit C** attached hereto and incorporated herein (the "**Pond**"). The Pond will be used for the detention of all storm and surface water from the Lennar Parcel and the DCH Parcel as set forth in this Agreement.

E. The Parties wish to provide for the orderly development of the Parcels by providing for: (i) the design, permitting and construction of the Pond by Lennar; (ii) a perpetual non-exclusive easement in favor of DCH in and to the Pond for storm and surface water detention from the DCH Parcel; and (iii) the continuing operation, maintenance, landscaping, repair, and replacement of the Pond.

F. The Parties believe the most effective manner to accomplish the foregoing objectives is to subject the Parcels to this Agreement with the intent that this Agreement

and the easements, provisions, covenants, conditions, and obligations set forth herein shall run with title to the Parcels.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be mutually bound, do hereby declare, reserve, transfer, convey, and establish the following rights, obligations, and easements:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

2. Definitions. In addition to the defined terms set forth in the introduction and elsewhere herein, the following terms shall be defined as follows:

"Owner" or "Owners" shall mean the record title owners of a Parcel, or any portion thereof, and any and all successors in title or assigns of such Persons as the owner or owners of fee simple title to all or any portion of a Parcel, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property. Notwithstanding the foregoing, the Lennar HOA (as defined below) upon its formation shall be deemed the "Owner" for the Lennar Parcel and not the individual record title owners of any portion thereof. Similarly, if a property owners association is formed for the DCH Parcel, then that property owners association may be designated as the "Owner" for the DCH Parcel and not the individual record title owners of any portion thereof.

"Person" shall mean any natural person, corporation, limited liability company, partnership or other business entity.

"Maintaining Party" shall mean the Owner of the Lennar Parcel, its successors in title and assigns. Notwithstanding the foregoing, any homeowners' association established to govern and maintain all common areas located on the Lennar Parcel including, without limitation the Pond (the "Lennar HOA"), shall automatically become the "Maintaining Party" hereunder upon: (i) completion of the design, permitting and construction of the Pond by Lennar; and (ii) formation of such Lennar HOA by the filing of Articles of Incorporation with the Florida Secretary of State establishing the Lennar HOA as a legal entity.

3. Construction of the Pond. Prior to or contemporaneous with the commencement of the initial development of the Lennar Parcel, Lennar shall design, permit and construct the Pond, at Lennar's sole cost and expense, in accordance with the following requirements:

- a. The Pond will be permitted, designed and constructed by Lennar to accommodate all storm and surface water drainage from the anticipated development of the Lennar Parcel. The Pond also will be designed to

accommodate storm and surface water drainage from the DCH Parcel based on the following formula: 47.8 Ac. at Curve Number 95 (85% Impervious).

- b. The Pond will be located entirely on the Lennar Parcel as described in Exhibit C to this Agreement. However, in connection with the design, permitting and construction of the Pond, Lennar will also fill, grade, compact and seed portions of both Parcels located north of the Pond to minimize the grade differential between the southern boundary of the DCH Parcel and the top of the bank of the Pond.

4. Drainage Easement. Lennar does hereby grant, bargain, sell, and convey to DCH and to DCH's successors in title and assigns (collectively, "DCH Parties", or individually, a "DCH Party"), for the benefit of the DCH Parcel, a perpetual, nonexclusive easement over, under, on, upon, through, and across the Pond, the area between the Pond and DCH Parcel (if any), and the surface water management system located on or in the Pond (the "Drainage Easement"), for the purpose of retaining storm and surface water from the DCH Parcel in and to the Pond, subject to the following terms and conditions:

- a. DCH shall have the right to design, permit, construct and install an underground drainage line that shall connect to the Pond at only one (1) location, which such drainage line, location of the drainage line and method of connection of the drainage line to the Pond shall be approved in writing by Lennar so long as Lennar owns any portion of the Lennar Parcel and, thereafter, the Lennar HOA in Lennar's (or the Lennar HOA's, if applicable), reasonable discretion. In order to obtain written approval from Lennar (or the Lennar HOA, if applicable) and prior to commencing any work to install the underground drainage line in the Pond, DCH shall provide Lennar (or the Lennar HOA, if applicable) with: (i) engineering plans depicting the size and location of the drainage line; (ii) details regarding the drainage line's connection with Pond; and (iii) evidence of liability insurance in the amount of at least TWO MILLION DOLLARS (\$2,000,000.00) naming Lennar and the Lennar HOA (if formed) as additional insureds for any work conducted by DCH installing the underground drainage line in the Pond.
- b. Lennar (or the Lennar HOA, if applicable), at no cost or expense to Lennar (or the Lennar HOA, if applicable), will cooperate with DCH in obtaining any required governmental permits or approvals necessary to allow the DCH to install the underground drainage line in the location approved by Lennar on the Pond at the sole cost and expense of DCH.
- c. DCH shall: (i) remove or bond any lien of any type which attaches to the Lennar Parcel in connection with the construction or installation of the underground drainage line; (ii) upon completion of the installation of the underground drainage line, DCH shall restore or repair any damage to the Pond, or the Lennar Parcel caused by such installation including, without limitation, repairs to or replacement of fences, berms, pipes, conduits, landscaping and trees to the similar condition that existed prior to such construction or installation; and (iii) DCH shall indemnify

and hold Lennar and the Lennar HOA (if formed) harmless from all injury, damage, loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from the installation of the underground drainage line in or on the Pond.

- d. The permitting, design and construction of the underground drainage line by DCH will comply with all applicable federal, state or local laws, statutes, ordinances, rules or regulations.
- e. This Drainage Easement benefits and shall be appurtenant to the DCH Parcel and shall run with title to the DCH Parcel or any portion thereof. The obligations of DCH under this Drainage Easement may be assigned and assumed by a property owners association established to govern and maintain all common areas located on the DCH Parcel.
- f. DCH acknowledges and agrees that DCH shall have the right to design, permit, construct and install an underground drainage line that shall connect to the Pond at only one (1) location pursuant to the terms of this Agreement. DCH shall not have the right to install and connect any additional underground drainage line(s) in or on the Pond after the initial and only underground drainage line has been approved in writing by Lennar (or the Lennar HOA, if applicable) and installed in or on the Pond.

5. Maintenance of Pond. Subject to the cost sharing obligations described below, the Maintaining Party shall be solely responsible for the operation, maintenance, landscaping, repair, and replacement of the Pond, including without limitation, the payment of any insurance costs for insurance procured by the Maintaining Party, real property taxes, and other expenses incurred by the Maintaining Party with respect to the Pond. The Pond will be maintained in compliance with all applicable governmental laws, ordinances and regulations.

6. Cost Sharing Obligations.

- a. Shared Pond Expenses. Except as hereinafter provided, any expenses incurred by, or on behalf of, the Maintaining Party after completion of construction of the Pond with regard to the repair, maintenance, and operation of the Pond shall be deemed "**Shared Pond Expenses**" hereunder, and shall include the expenses of maintenance, operation, landscaping, repair and replacement of the Pond, including without limitation, the costs of any applicable insurance and taxes with respect to the Pond, the costs of labor, equipment, and materials incurred with respect to the Pond and any reasonable management and accounting fees incurred by the Maintaining Party shall be Shared Pond Expenses; provided, however, in the event any repair or maintenance is required as a result of any damage caused by the acts or omissions of any Owner or its employees, agents, contractors, or invitees, all costs therefor may be passed on to such Owner, who shall bear the sole cost of such maintenance or repairs.

- b. Obligation to Share Pond Expenses. Except as hereinafter provided, the calculation of each Owner's respective share of the Shared Pond Expenses shall be based on the number of acres located on the applicable Owner's Parcel compared to the total number of acres of all Parcels utilizing the Pond. Notwithstanding the foregoing provision, neither DCH nor a "DCH Affiliate" (as hereinafter defined) shall pay any Shared Pond Expenses in connection with any portion of the DCH Parcel that is owned in fee by DCH or a DCH Affiliate so long as the portion(s) of the DCH Parcel that is owned by DCH or a DCH Affiliate has not been developed with building(s), asphalt or concrete pavement or other type of impervious surface area. Without limiting the foregoing provision, it is expressly agreed that any portion of the Shared Pond Expenses that would have otherwise been paid by DCH or a DCH Affiliate will, therefore, be assumed by the remaining Parcel Owners, and the Shared Pond Expenses will be calculated by dividing the acreage owned by each remaining Owner by the total acreage served by the Pond less the acreage of any portions of the DCH Parcel owned by DCH or a DCH Affiliate exempted from payment of the Shared Pond Expenses hereunder. For purposes of this Agreement, a "DCH Affiliate" means a corporation, partnership, limited liability company, trust or similar entity controlled by or under the common control of the current managers of DCH as of the effective date of this Agreement, or the descendants, spouses and/or heirs of said managers. In the event any Owner fails to pay its pro-rata share of the Detention Pond Area Expenses (unless exempted therefrom) within such thirty (30) day period, the Maintaining Party shall be entitled to recover such amount from the defaulting Owner, together with interest thereon from the date advanced until paid at the rate of eighteen percent (18%) per annum and all costs and attorneys' fees incurred in collection thereof, and the Maintaining Party shall have a lien against such defaulting Owner's Parcel for such amounts.
- c. Pond Capacity. The Pond has been designed and engineered to bear a certain use load. DCH shall not make any improvements or modifications on the DCH Parcel which may overburden the Pond by exceeding the capacity of its designed use load allocated to the DCH Parcel as set forth in Section 3.a. above (the "DCH Allocation"). Similarly, Lennar shall not make any improvements or modifications on the Lennar Parcel, which would prevent the Pond from serving the DCH Allocation without overburdening the Pond and without causing additional expense to DCH; provided, however, nothing herein shall be deemed as prohibiting or preventing Lennar from making any improvements or modifications on the Lennar Parcel so long as the Pond has sufficient capacity for the DCH Allocation. In addition, Lennar may, at any time and at its discretion, increase the capacity of the Pond at Lennar's sole cost and expense.
7. Subdivision of the Parcels. The Parties acknowledge and agree the Parcels may be further subdivided and either Owner may sell all or any portion of their respective Parcel to one or more additional Owners. In such event, the cost sharing arrangement described in Section 6 above shall be adjusted to reflect the proportionate share of acreage on the respective the Parcel(s) which are subsequently conveyed and

are not otherwise exempted as provided in Section 6.b. above, effective as of the date of recordation of the deed conveying all or a portion of a Parcel to an additional or new Owner(s). A new Owner shall not be responsible for payment of the Shared Pond Expenses until the date of recordation of the deed conveying all or a portion of a Parcel to such additional or new Owner(s). No such adjustment shall have a material adverse effect on either Party's rights or cost sharing obligations set forth in this Agreement, and such adjustment shall take effect only upon recordation of the deed to all or a portion of the Parcels. Notwithstanding the foregoing, a subdivision of a Parcel into lots, tracts or parcels to be governed by a residential or commercial property owners' association (a "POA") shall not be considered a subdivision of a Parcel hereunder, and the POA for such Parcel shall be considered an "Owner" hereunder and shall be responsible for the payment of the Shared Pond Expenses for its respective Parcel(s). The Maintaining Party also agrees, that if requested by any Owner, it shall, within fifteen (15) days of such a request, provide a certificate to such Owner executed by an authorized officer of the Maintaining Party certifying: (i) that this Agreement remains in full force and effect without modification or amendment (or certifying any modifications or amendments to this Agreement); (ii) whether there is any unpaid Shared Pond Expenses due in connection with a Parcel and the amount thereof; and (iii) whether there are any defaults known by the Maintaining Party that remain uncured as of the date of the request under this Agreement.

8. Amendment. This Agreement contains the complete understanding and agreement of the parties hereto, with respect to all matters referred to herein, and any and all prior representations, negotiations and understandings are superseded hereby. This Agreement may not be amended, modified or terminated except in writing, executed and acknowledged by all the Owners. The Parties, however, agree to cooperate with one another if amendments to this Agreement are mandated by Pasco County, the Southwest Florida Water Management District or other governmental entity in connection with permitting, use or operation of the Pond.

9. Miscellaneous.

- a. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Venue with respect to any litigation and jurisdiction for any dispute arising under this Agreement shall be exclusively in the courts located in the County.
- b. Effectiveness. This Agreement shall be effective upon execution by the Parties. This Agreement shall also be recorded in the Public Records of the County contemporaneous with the recordation of the deed from DCH conveying the Lennar Parcel to Lennar.
- c. Covenants Running With Land. The benefits and burdens of each easement and the obligations of each covenant set forth in this Agreement shall run with the title to the Parcels, and the particular property interests involved and shall bind or benefit the Owners thereof, their respective heirs, successors, successors-in-title,

Agreement will be required to effectuate such a change in address.

- f. Waivers and Consents. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of the rights thereof under this Agreement. The rights of the Parties shall be cumulative and the failure on the part of a Party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.
- g. No Joint Venture. Nothing contained in this Agreement shall be construed to create the relationship between the Parties hereto or the beneficiaries hereof of principal and agent, of mortgagee and mortgagor, of partners, of joint venturers, or so as to render any of such Parties liable for the debts or obligations of the other.
- h. Headings. The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.
- i. No Public Dedication. Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Pond or Drainage Easement.
- j. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

“LENNAR”

LENNAR HOMES, LLC, a Florida limited liability company

[Signature]
Print Name: Becky Wilson

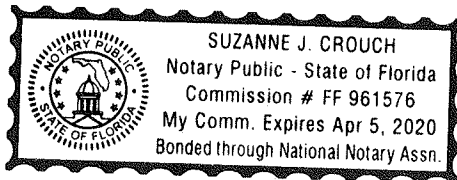
By: [Signature]
Name: Marvin L. Metheny, Jr.
Title: Vice President

[Signature]
Print Name: Dustin Johnson

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20th day of August, 2018, by Marvin L. Metheny, Jr., as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of Florida
Print Name: Suzanne J. Crouch
Commission No.: _____
My Commission Expires: _____

[SIGNATURE PAGE TO COST SHARING AGREEMENT]

Signed, sealed and delivered in the presence of:

“DCH”

DCH GROVES LLC, a Florida limited liability company

[Signature]

Print Name: R. JAMES ROBAIN SR

By: [Signature]
Name: Barbara Harvey Ryals
Title: Manager

[Signature]

Print Name: JANDA OWEN

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15th day of August, 2018, by Barbara Harvey Ryals, as Manager of DCH Groves LLC, a Florida limited liability company, on behalf of said company. She is personally known to me or has produced _____ as identification.

[Affix Notary Stamp/Seal Below]

[Signature]
Notary Public, State of Florida
Print Name: JANDA OWEN
Commission No.: _____
My Commission Expires: _____

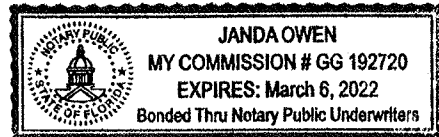


EXHIBIT A

The East 1/2 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, lying Northwesterly of the Anclote River.

ALSO

The North 1/2 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

ALSO

The North 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

ALSO

The North 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

ALSO

The South 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

ALSO

All of Anclote Heights, according to the plat thereof, as recorded in Plat Book 3, Page 50 of the Public Records of Pasco County, Florida, as vacated by Resolution No. 87-207 recorded in Official Records Book 1618, Page 1583 and Resolution No. 18-223 recorded in Official Records Book 9755, Page 1129, of the Public Records of Pasco County, Florida, LESS that portion lying within Stony Point, according to the plat thereof, as recorded in Plat Book 35, Pages 6 through 8 of the Public Records of Pasco County, Florida, being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East and being more particularly described as follows:

COMMENCE at the Southeast corner of the Northwest 1/4 of said Section 21; Thence along the East line of the Northwest 1/4 of said Section 21, N.00°21'56"E., a distance of 329.75 feet to the Southeast corner of said Anclote Heights and the POINT OF BEGINNING, also being the Northeast corner of Tract A of said Stony Point; thence along the Southerly line of said Anclote Heights and the plat boundary for Stony Point, N.89°36'18"W., a distance of 1019.24 feet; thence leaving said Southerly line of Anclote Heights, along the plat boundary for Stony Point the following three (3) courses; 1.) N.00°21'03"E., a distance of 399.95 feet; 2.) N.89°35'16"W., a distance of 256.71 feet; 3.) S.00°23'32"W., a distance of 400.02 feet to the Southerly line of said Anclote Heights; thence along the southerly line of said Anclote Heights, N.89°36'18"W., a distance of 43.02 feet to the Southwest corner thereof; thence along the Westerly line of said Anclote Heights, N.00°21'48"E., a distance of 658.96 feet to the Northwest corner thereof; thence along the Northerly line of said Anclote Heights, S.89°36'36"E., a distance of 1319.28 feet to the Northeast corner thereof; thence along the Easterly line of said Anclote Heights, S.00°21'56"W., a distance of 659.08 feet to the Southeast corner thereof and the POINT OF BEGINNING.

ALSO

The North 300.25 feet of Tract 30 of the Tampa-Tarpon Springs Land Company Subdivision of said Section 21, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 68, 69 and 70, of the public records of Pasco County, Florida.

ALSO

That portion of the North 3/4 of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 26 South, Range 16 East, lying Northwesterly of the Anclote River, Pasco County, Florida.

LESS AND EXCEPT the North 30 feet of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

ALSO LESS AND EXCEPT

The West 1,037.14 feet of the South 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, as affected by Quit Claim Deed recorded in Official Records Book 657, Page 468, of the public records of Pasco County, Florida and Warranty Deed recorded in Official Records Book 883, Page 199, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

The East 257.00 feet of the West 300.00 feet of the South 400.00 feet of the South 2/3 of the North 3/4 of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, also additional lands conveyed to Rancho Del Ciervo Estates by Quit Claim Deed recorded in Official Records Book 1036, Page 1287, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

The West 1,037.14 feet of Tract 30, of the Tampa-Tarpon Springs Land Company Subdivision of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, as shown on the plat recorded in Plat Book 1, Pages 68, 69, and 70, of the public records of Pasco County, Florida, as affected by Order of Taking recorded in Official Records Book 657, Page 468, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion of the above described property acquired by the State of Florida, Department of Transportation, described in Stipulated Order of Taking recorded in Official Records Book 3684, Page 1605, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion of the above described property conveyed to the State of Florida, Department of Transportation by Deed recorded in Official Records Book 4278, Page 57, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion of the above described property conveyed to the State of Florida, Department of Transportation by Warranty Deed recorded in Official Records Book 4263, Page 204, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion of the above described property conveyed to Chevron U.S.A., Inc., by Special Warranty Deed recorded in Official Records Book 1971, Page 1907, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion of the above described property conveyed to Pasco County, Florida, a political subdivision of the State of Florida by Trustee's Deed recorded in Official Records Book 2006, Page 1179, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion of the above described property conveyed to the State of Florida, Department of Transportation by Warranty Deed recorded in Official Records Book 4263, Page 200, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion of the above described property acquired by the State of Florida, Department of Transportation by Order of Taking recorded in Official Records Book 4262, Page 974, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion, if any, of Stony Point Subdivision, as recorded in Plat Book 35, Pages 6, 7, and 8, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

Road rights of way for State Road 54 and Madison Street and Celtic Drive.

ALSO LESS AND EXCEPT

Any portion of Colonial Hills Unit Twenty-Three, as recorded in Plat Book 17, Pages 33 and 34, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

A parcel of land lying in the Northwest $\frac{1}{4}$ of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows.

COMMENCE at the Northwest corner of said Section 21, thence along the North boundary of the Northwest $\frac{1}{4}$ of Section 21, South $89^{\circ}37' 02''$ East, a distance of 290.00 feet; thence leaving said North boundary, South $00^{\circ}20' 29''$ West, a distance of 90.21 feet to the POINT OF BEGINNING and the South Right-of-Way line of State Road No. 54 as described in

Official Records Book 4263, Page 204 and Official Records Book 3684, Page 1605 of the Public Records of Pasco County, Florida; thence along said South Right-of-Way line the following nine (9) courses: (1) South 89°37' 02" East, a distance of 264.22 feet; (2) North 89°23' 01" East, a distance of 184.40 feet; (3) South 89°37' 02" East, a distance of 349.95 feet; (4) South 00°22' 58" West, a distance of 5.00 feet; (5) South 89°37' 02" East, a distance of 200.18 feet; (6) South 89°55' 22" East, a distance of 375.03 feet; (7) South 89°37' 02" East, a distance of 24.79 feet (8) North 00°22' 58" East, a distance of 6.00 feet; (9) thence South 89°37' 02" East, a distance of 906.88 feet; thence leaving said South Right-of-Way line, South 00°21' 56" West, a distance of 756.00 feet; thence North 89°51' 39" West, a distance of 1447.81 feet; thence South 00°07' 02" West, a distance of 182.33 feet; thence North 89°38' 59" West, a distance of 1118.02 feet to the East Right-of-Way line of Madison Street; thence along said East Right-of-Way line North 00°20' 29" East, a distance of 692.15 feet; thence leaving said East Right-of-Way line, South 89°40' 52" East, a distance of 260.00 feet; thence North 00°20' 29" East, a distance of 246.47 feet to the POINT OF BEGINNING.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

EXHIBIT B

LEGAL DESCRIPTION OF DCH PARCEL

A parcel of land lying in the Northwest ¼ of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 21, thence along the North boundary of the Northwest ¼ of said Section 21, S.89°37'02"E., a distance of 290.00 feet; thence leaving said North boundary, S.00°20'29"W., a distance of 90.21 feet to the POINT OF BEGINNING and the South Right-of-Way line of State Road No. 54 as described in Official Records Book 4263, Page 204 and Official Records Book 3684, Page 1605 of the Public Records of Pasco County, Florida; thence along said South Right-of-Way line the following nine (9) courses; (1) S.89°37'02"E., a distance of 264.22 feet; (2) N.89°23'01"E., a distance of 184.40 feet; (3) S.89°37'02"E., a distance of 349.95 feet; (4) S.00°22'58"W., a distance of 5.00 feet; (5) S.89°37'02"E., a distance of 200.18 feet; (6) S.89°55'22"E., a distance of 375.03 feet; (7) S.89°37'02"E., a distance of 24.79 feet; (8) N.00°22'58"E., a distance of 6.00 feet; (9) S.89°37'02"E., a distance of 906.88 feet; thence leaving said South Right-Of-Way line, S.00°21'56"W., a distance of 756.00 feet; thence N.89°51'39"W., a distance of 1447.81 feet; thence S.00°07'02"W., a distance of 182.33 feet; thence N.89°38'59"W., a distance of 1118.02 feet to the East Right-of-Way line of Madison Street; thence along said East Right-of-Way line, N.00°20'29"E., a distance of 692.15 feet; thence leaving said East Right-of-Way line, S.89°40'52"E., a distance of 260.00 feet; thence N.00°20'29"E., a distance of 246.47 feet to the POINT OF BEGINNING.

Containing 47.78 Acres, more or less

EXHIBIT C

DEPICTION / LEGAL DESCRIPTION OF POND

[attached]

Description Sketch

Legal Description:

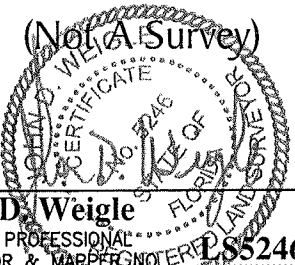
A parcel of land lying in the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 21, thence S.00°21'56"W., along the East boundary of the Northwest 1/4 of said Section 21, a distance of 840.39 feet; thence leaving said East boundary, N.89°38'04"W., a distance of 146.13 feet to the **POINT OF BEGINNING**, thence S.00°08'21"W., a distance of 29.60 feet; thence S.03°09'56"W., a distance of 53.54 feet; thence S.08°45'56"W., a distance of 53.54 feet; thence S.14°21'56"W., a distance of 53.54 feet; thence S.19°13'10"W., a distance of 57.52 feet; thence S.14°54'00"W., a distance of 67.40 feet; thence S.07°54'00"W., a distance of 67.40 feet; thence S.00°54'00"W., a distance of 67.40 feet; thence S.06°06'00"E., a distance of 67.40 feet; thence S.13°06'00"E., a distance of 67.40 feet; thence S.20°25'30"E., a distance of 73.65 feet; thence S.28°04'30"E., a distance of 73.65 feet; thence S.35°24'00"E., a distance of 67.40 feet; thence S.42°45'05"E., a distance of 62.99 feet; thence S.22°56'27"W., a distance of 113.22 feet; thence N.68°09'12"W., a distance of 64.38 feet; thence N.73°09'12"W., a distance of 64.38 feet; thence N.78°09'12"W., a distance of 64.38 feet; thence N.83°09'12"W., a distance of 64.38 feet; thence N.88°00'07"W., a distance of 62.73 feet; thence N.89°36'12"W., a distance of 62.50 feet; thence N.89°36'12"W., a distance of 62.50 feet; thence N.89°36'12"W., a distance of 55.00 feet; thence N.87°31'15"W., a distance of 55.04 feet; thence N.89°36'12"W., a distance of 55.00 feet; thence N.31°25'36"W., a distance of 30.60 feet; thence N.00°23'15"E., a distance of 819.11 feet; thence S.89°51'39"E., a distance of 561.98 feet to the **POINT OF BEGINNING**.

Containing 10.738 acres, more or less.

SURVEYORS NOTE:

Bearings shown hereon are based on the North boundary of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, having a Grid bearing of S.89°37'02"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.

| | | | |
|-------------------------------|----------------|--|--|
| PROJECT: RYALS PROPERTY | | Prepared For: LENNAR HOMES | |
| PHASE: SHARED STORMWATER POND | |  | |
| DRAWN: DMM | DATE: 04/18/18 | | |
| REVISIONS | | | |
| DATE | DESCRIPTION | DRAWN BY | |
| | | | |
| | | | |
| | | | |
| | | | |

213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Licensed Business No.: LB 7768



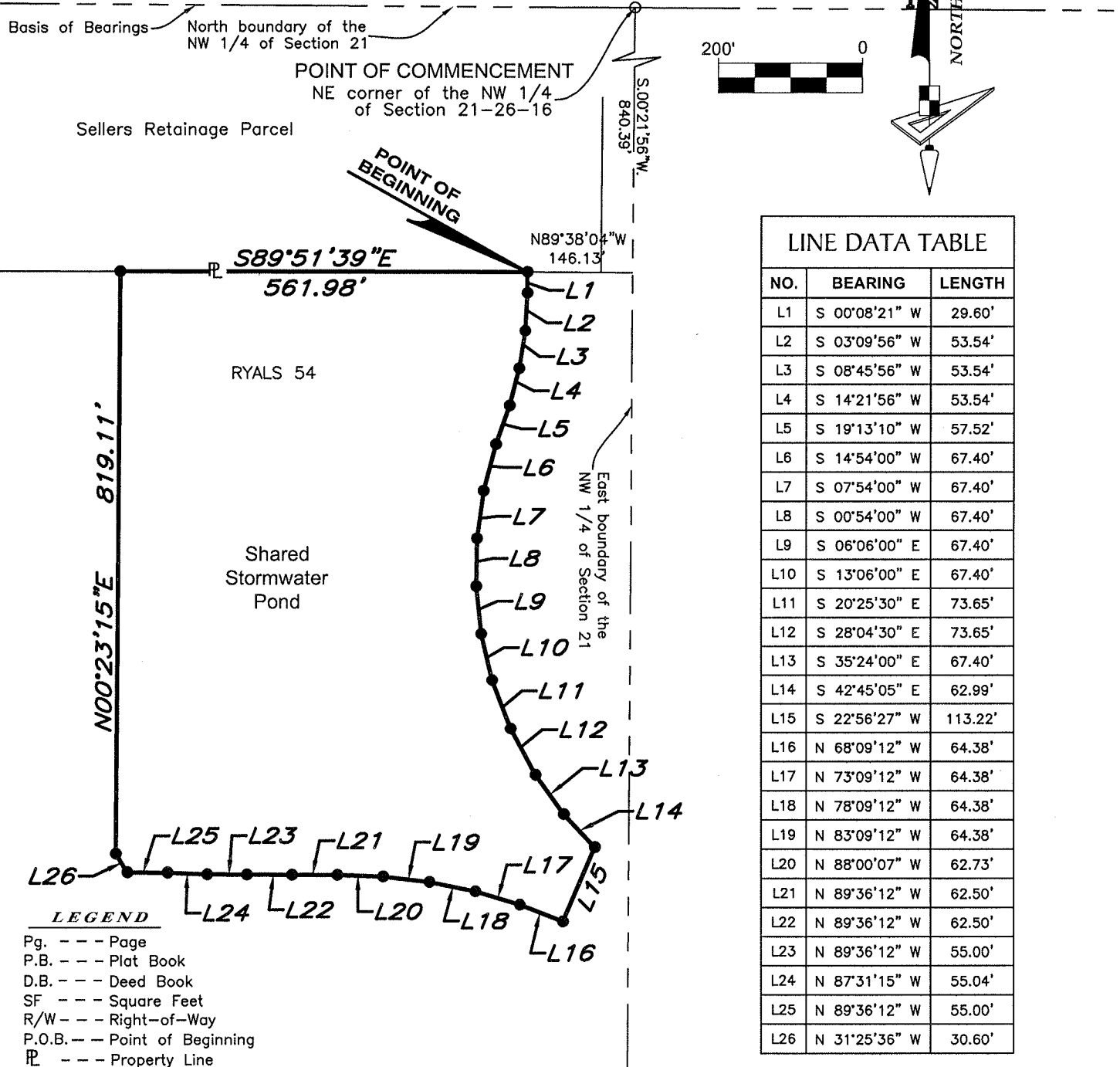
GeoPoint

Surveying, Inc.

Description Sketch

(Not A Survey)

STATE ROAD No. 54



| LINE DATA TABLE | | |
|-----------------|---------------|---------|
| NO. | BEARING | LENGTH |
| L1 | S 00°08'21" W | 29.60' |
| L2 | S 03°09'56" W | 53.54' |
| L3 | S 08°45'56" W | 53.54' |
| L4 | S 14°21'56" W | 53.54' |
| L5 | S 19°13'10" W | 57.52' |
| L6 | S 14°54'00" W | 67.40' |
| L7 | S 07°54'00" W | 67.40' |
| L8 | S 00°54'00" W | 67.40' |
| L9 | S 06°06'00" E | 67.40' |
| L10 | S 13°06'00" E | 67.40' |
| L11 | S 20°25'30" E | 73.65' |
| L12 | S 28°04'30" E | 73.65' |
| L13 | S 35°24'00" E | 67.40' |
| L14 | S 42°45'05" E | 62.99' |
| L15 | S 22°56'27" W | 113.22' |
| L16 | N 68°09'12" W | 64.38' |
| L17 | N 73°09'12" W | 64.38' |
| L18 | N 78°09'12" W | 64.38' |
| L19 | N 83°09'12" W | 64.38' |
| L20 | N 88°00'07" W | 62.73' |
| L21 | N 89°36'12" W | 62.50' |
| L22 | N 89°36'12" W | 62.50' |
| L23 | N 89°36'12" W | 55.00' |
| L24 | N 87°31'15" W | 55.04' |
| L25 | N 89°36'12" W | 55.00' |
| L26 | N 31°25'36" W | 30.60' |

LEGEND

Pg. --- Page
P.B. --- Plat Book
D.B. --- Deed Book
SF --- Square Feet
R/W --- Right-of-Way
P.O.B. --- Point of Beginning
ℙ --- Property Line

PROJECT: RYALS PROPERTY

Prepared For: LENNAR HOMES

PHASE: SHARED STORMWATER POND

(Not A Survey)

DRAWN: DMM | DATE: 04/18/18 | CHECKED BY: JDW

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768



GeoPoint

Surveying, Inc.

| REVISIONS | | |
|-----------|-------------|----------|
| DATE | DESCRIPTION | DRAWN BY |
| | | |
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