

**LONGLEAF
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
SPECIAL MEETING
MARCH 12, 2015**

**LONGLEAF
COMMUNITY DEVELOPMENT DISTRICT AGENDA
MARCH 12, 2015 at 6:30 p.m.**

The Longleaf Town Hall located at 3141 Deland Street, New Port Richey, Florida 34655

District Board of Supervisors	Chairman Vice Chairman Supervisor Supervisor Supervisor	Joanne Rein Robert Hideck Robert Faiella Michael Drapkin W. Elizabeth Blair
District Manager	Meritus	Brian Lamb Brian Howell
Resident Services Coordinator		Shawndel Kaiser
District Attorney	Straley & Robin, PA	John Vericker
District Engineer	Johnson Engineering	Phil Chang

All cellular phones and pagers must be turned off while in the meeting room

The meeting will begin at **6:30 p.m.** Following the **Call to Order**, the public has the opportunity to comment on posted agenda items during the third section called **Audience Questions and Comments on Agenda Items**. Each individual is limited to **three (3) minutes** for such comment. The Board is not required to take action at this time, but will consider the comments presented as the agenda progresses. The fourth section is called **Business Items**. This section contains items for approval by the District Board of Supervisors that may require discussion, motions, and votes on an item-by-item basis.

The fifth section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet the District's needs. The final section is called **Audience Questions, Comments and Discussion Forum**. This portion of the agenda is where individuals may comment on matters that concern the District. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 397-5121, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Agendas can be reviewed by contacting the Manager's office at (813) 397-5121 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

March 12, 2015

Board of Supervisors
Longleaf Community Development District

Dear Board Members,

The Special Meeting of the Board of Supervisors of the Longleaf Community Development District will be held on **Tuesday, March 12, 2015 at 6:30 p.m.** at the Longleaf Town Hall located at 3141 Deland Street, New Port Richey, Florida 34655. Included below is the agenda.

- 1. PLEDGE OF ALLEGIANCE**
- 2. CALL TO ORDER**
- 3. AUDIENCE QUESTION AND COMMENT ON AGENDA ITEMS**
- 4. BUSINESS ITEMS**
 - A. Articles of OrganizationTab 01
 - B. Operating Agreement Special Purpose EntityTab 02
 - C. General Matters of the District
- 5. SUPERVISOR REQUESTS**
- 6. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION FORUM**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 397-5120.

Sincerely,

Brian Howell
District Manager
Meritus

STATE OF FLORIDA
ARTICLES OF ORGANIZATION
OF
LONGLEAF CDD HOLDINGS, LLC
(a Florida limited liability company)

These Articles of Organization of **LONGLEAF CDD HOLDINGS, LLC**, a Florida limited liability company (the "Company"), dated as of March __, 2015, are being duly executed and filed by John M. Vericker, who is authorized to form a limited liability company under the Florida Limited Liability Company Act (Chapter 608 of Florida Statutes).

ARTICLE I - Name: The name of the limited liability company is:

LONGLEAF CDD HOLDINGS, LLC

ARTICLE II - Address: The principal address and mailing address of the Company is:

c/o District Management Services, LLC
d/b/a Meritus Districts
5680 W. Cypress Street, Suite A
Tampa, FL 33607

ARTICLE III - Registered Agent, Registered Office and Registered Agent's Signature:
The Registered Agent and Registered Office for service of process are as follows:

Name: John M. Vericker
Address: Straley & Robin
1510 W. Cleveland Street
Tampa, FL 33606

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

John M. Vericker

ARTICLE IV – Manager(s) or Managing Member(s): The name and address of each Manager or Managing Member is as follows:

Title: MGR
Brian Lamb
c/o District Management Services, LLC
d/b/a Meritus Districts
5680 W. Cypress Street, Suite A
Tampa, FL 33607

IN WITNESS WHEREOF, the undersigned authorized representative has executed these Articles of Organization as of the date first above written.

John M. Vericker
Authorized Representative

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

OPERATING AGREEMENT
OF
LONGLEAF CDD HOLDINGS, LLC,
a Florida limited liability company

Table of Contents

		<u>Page</u>
Section 1.	Name	1
Section 2.	Principal Business Office.....	1
Section 3.	Registered Office and Registered Agent.....	1
Section 4.	Member	1
Section 5.	Articles	1
Section 6.	Purposes	2
Section 7.	Powers.....	2
Section 8.	Management of the Company.....	2
Section 9.	Powers of the Manager	3
Section 10.	Reliance by Third Parties.....	3
Section 11.	Limited Liability	3
Section 12.	Capital Contributions.....	3
Section 13.	Additional Contributions	4
Section 14.	Allocation of Profits and Losses	4
Section 15.	Distributions.....	4
Section 16.	Books and Records	4
Section 17.	Other Business	4
Section 18.	Exculpation and Indemnification.....	5
Section 19.	Waiver of Partition; Nature of Interest	6
Section 20.	Severability of Provisions	6
Section 21.	Entire Agreement	6
Section 22.	Binding Agreement.....	6
Section 23.	Governing Law	6
Section 24.	Amendments	6
Section 25.	Notices	6
Section 26.	Rules of Construction	6

**OPERATING AGREEMENT
OF LONGLEAF CDD HOLDINGS, LLC,
a Florida limited liability company**

THIS OPERATING AGREEMENT (this “Agreement”) of **LONGLEAF CDD HOLDINGS, LLC**, a Florida limited liability company (the “Company”), is entered into effective as of March ____, 2015, by **LONGLEAF COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, with the address listed on Exhibit A attached hereto (the “Member”) and the undersigned.

RECITALS

WHEREAS, the Member has heretofore formed a limited liability company called Longleaf CDD Holdings, LLC (“Company”), pursuant to the Florida Limited Liability Company Act, as amended from time to time (the “Act”), by filing Articles of Organization (the “Articles”) of the Company with the office of the Secretary of State of the State of Florida (the “Secretary of State”) on March ____, 2015, and which became effective on March ____, 2015; and

WHEREAS, the Member desires to enter into this Agreement for the purpose of setting forth and agreeing upon its and any future members’ rights, duties and responsibilities with respect to the management and affairs of the Company, and their interests therein.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

Section 1. Name. The name of the limited liability company is Longleaf CDD Holdings, LLC.

Section 2. Principal Business Office. The principal business office of the Company is located at 5680 W. Cypress Street, Suite A, Tampa, Florida 33607, or such other location as may hereafter be determined by the Member.

Section 3. Registered Office and Registered Agent. The address of the registered office of the Company in the State of Florida is 1510 W. Cleveland Street, Tampa, Florida 33606. The name of the registered agent of the Company for service of process on the Company at the address of the registered office is John M. Vericker.

Section 4. Member. The mailing address and ownership interest of the Member is as set forth on Exhibit A attached hereto. The Member was admitted to the Company as a member of the Company upon its execution of a counterpart signature page to this Agreement.

Section 5. Articles. John M. Vericker is hereby designated as an “authorized representative” within the meaning of the Act, and has executed, delivered and filed the Articles of the Company with the Florida Secretary of State. Effective upon the filing of the Articles with the Secretary of State, the Member became the designated “authorized representative” within the

meaning of the Act. The existence of the Company as a separate legal entity will continue until cancellation of the Articles as provided in the Act.

Section 6. Purposes. The nature and purposes of the Company are limited to:

- (a) any and all lawful business;
- (b) acquiring, owning, leasing, holding, acting as landlord with respect to, financing, refinancing, borrow money against and disposing of the real property located in Pasco County, Florida as more particularly described on Exhibit B (the "Property"), as such Property may added to, reduced, or otherwise changed in configuration and composition, and any incidental personal property necessary for the ownership and/or operation of the Property;
- (c) performing such other acts as may be necessary and incident to the foregoing purposes.

Section 7. Powers. The Company, and the officers of the Company on behalf of the Company, will have and exercise: (a) all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 6 (Purposes); and (b) all of the powers and rights conferred upon limited liability companies formed pursuant to the Act, unless limited herein.

Section 8. Management of the Company.

(a) The Company shall be deemed a "manager-managed company" under the Act. The initial manager of the Company shall be BRIAN LAMB of DISTRICT MANAGEMENT SERVICES, LLC D/B/A MERITUS DISTRICTS, 5680 W. Cypress Street, Suit A, Tampa, Florida 33607. Such initial manager and each successor manager (the "Manager") shall be appointed by the Member from time to time or at any time. The Member may remove the Manager at any time for any reason by written notice to the Manager. The removal of the Manager shall be effective immediately upon the giving of such notice in accordance with this Agreement or at such other time as provided in the notice. The Manager may also resign at any time by giving at least thirty (30) days written notice to the Member (or such shorter period acceptable to the Member). Unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective.

(b) The Manager may from time to time and at any time delegate certain management and administrative functions to individuals with such titles as it selects, including without limitation the titles of Chairman, President, Vice President, Treasurer and Secretary, to act on behalf of the Company with such power and authority as the Manager may delegate to any such Person from time to time. In the absence of specific written authority or in the event there is any issue or doubt as to an officer's scope of authority and ability to bind the Company in accordance with this Agreement, it shall be presumed such officer has the same powers, duties and rights as an officer of a Florida corporation with the same corresponding title.

(c) Any officer of the Company may resign at any time by giving at least thirty (30) days written notice to the Manager (or such shorter period acceptable to the Manager), and any officer may be removed at any time, with or without cause, by the written election of the

Manager. Unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 9. Powers of the Manager. Except as otherwise provided in the Articles or this Agreement, all of the Company's management and administrative authority is reserved exclusively to the Manager. The Manager shall have full, exclusive and complete discretion, right, power and authority to manage, control and make all decisions affecting the business and affairs of the Company and to do or cause to be done any and all acts, at the expense of the Company on the terms provided herein, deemed by the Manager to be necessary or appropriate to effectuate the business, purposes and objectives of the Company as set forth in this Agreement. Without limiting the generality of the foregoing, the Manager, either acting for itself or through one or more of the Company's officers properly authorized by the Manager, shall have the power and authority to execute all documents or instruments, perform all duties and powers and do all things for and on behalf of the Company in all matters necessary, desirable, convenient or incidental to the business of the Company. The expression of any power or authority of the Manager in this Agreement shall not in any way limit or exclude any other power or authority which is not specifically or expressly set forth in this Agreement. The actions of the Manager, when taken in accordance with this Agreement, shall bind the Company.

Section 10. Reliance by Third Parties. Any Person dealing with the Company or the Manager may rely upon a certificate signed by the Manager as to:

- (a) the existence and identity of the Manager, the Company's officers or any Company Member;
- (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Manager, or a Company officer, or in any other manner relating to the affairs of the Company;
- (c) the officers or other Persons who are authorized to execute and deliver any instrument or document of or on behalf of the Company; or
- (d) any act or failure to act by the Company or as to any other matter whatsoever involving the Manager, the Company, one or more of its officers, or any Member.

Section 11. Limited Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, are the debts, obligations and liabilities solely of the Company, and neither the Member nor any of its officers, agents, or representatives, including legal counsel, will be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, officer, agent, or representative of the Company.

Section 12. Capital Contributions. The Member has contributed to the Company all of its rights, title and interest in and to certain foreclosure suits filed by Member, and any Orders Granting Motion for Summary Final Judgment to Foreclose on Assessment Lien currently entered and/or subsequently entered in any such foreclosure suits and in any subsequently entered Final Judgments of Foreclosure in the Circuit Court of the Fifth Judicial Circuit of the

State of Florida. The foreclosure suits are styled as *Longleaf Community Development District v. Maricopa Development Company, LLC, et. al.*, Case No. 51-2011-CA-1380-WS.

Section 13. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions to the Company at any time upon the written consent of such Member. To the extent that the Member makes an additional capital contribution to the Company, the books and records of the Company shall reflect such additional capital contribution. The provisions of this Agreement, including this Section 13 (Additional Contributions), are intended to benefit the Member and, to the fullest extent permitted by law, will not be construed as conferring any benefit upon any creditor of the Company (and no such creditor of the Company will be a third-party beneficiary of this Agreement) and the Member will not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

Section 14. Allocation of Profits and Losses. The Company's profits and losses will be allocated to the Member.

Section 15. Distributions. Distributions will be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company will not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or any other applicable law.

Section 16. Books and Records. The Member will keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The books of the Company will at all times be maintained by the Member. The Company's books of account will be kept using the method of accounting determined by the Member. The Company's independent auditor, if any, will be an independent public accounting firm selected by the Member.

Section 17. Other Business. The Member and (a) any officer or director of the Company, (b) any Person (as hereinafter defined) that controls, is controlled by or is under common control with such Member, and (c) any officer, director or manager of any entity described in (b) above (each of (b) and (c) being an "Affiliate") of the Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company will not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement. "Person" shall be defined as any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

Section 18. Exculpation and Indemnification.

(a) Neither the Member nor any officer, employee, representative, agent, or Affiliate of the Company nor any officer, Director, Manager, general partner, employee,

representative, agent, or Affiliate of the Member (collectively, the “Covered Persons”) will be liable to the Company or any other Person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person will be liable for any such loss, damage or claim incurred by reason of such Covered Person’s gross negligence or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person will be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or emitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person will be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person’s gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 18 (Exculpation and Indemnification) by the Company will be provided out of and to the extent of Company assets only, and the Member will not have personal liability on account thereof.

(c) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding will, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Section 18 (Exculpation and Indemnification).

(d) A Covered Person will be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement will not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement or any approval or authorization granted by the Company or any other Covered Person. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

The foregoing provisions of this Section 18 (Exculpation and Indemnification) will survive any termination of this Agreement.

Section 19. Waiver of Partition; Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, the Member hereby irrevocably waives any right or power that such Person might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. The Member does not have any interest in any specific assets of the Company, and the Member will not have the status of a creditor with respect to any distribution pursuant to Section 15 (Distributions) hereof. The interest of the Member in the Company is personal property.

Section 20. Severability of Provisions. Each provision of this Agreement is to be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality will not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

Section 21. Entire Agreement. This Agreement, including the Exhibits, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersede all prior agreements, representations, warranties and understandings between the parties with respect to the subject matter hereof.

Section 22. Binding Agreement. Notwithstanding any other provision of this Agreement, the Member agrees that this Agreement constitutes a legal, valid and binding agreement of the Member, and is enforceable against the Member.

Section 23. Governing Law. THIS AGREEMENT AND ALL RIGHTS AND REMEDIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF FLORIDA (WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES).

Section 24. Amendments. This Agreement may only be modified, altered, supplemented or amended pursuant to a written agreement executed and delivered by each of the parties hereto.

Section 25. Notices. All notices under this Agreement shall be in writing and shall be effective upon personal delivery, upon written confirmation of a facsimile transmission, if sent by next business day express courier or registered or certified mail, postage prepaid, addressed to the last known address of the party to whom such notice is to be given, then upon the deposit of such notice with, the next business day express courier service or in the United States mail.

Section 26. Rules of Construction. Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The words “include” and “including” are to be deemed to be followed by the phrase “without limitation.” The terms “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph or subdivision. The Section titles appear as a matter of convenience only and will not affect the interpretation of this Agreement. All Section,

paragraph, clause, Exhibit or Schedule references not attributed to a particular document are references to such parts of this Agreement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Operating Agreement of Longleaf CDD Holdings, LLC, as of the date hereof.

MEMBER:

**LONGLEAF COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Name:

Title: Chairman, Board of Supervisors

EXHIBIT A

<u>Member Name and Address</u>	<u>Ownership Percentage</u>
Longleaf Community Development District c/o District Management Services, LLC d/b/a Meritus Districts 5680 W. Cypress Street, Suite A Tampa, Florida 33607	100%

EXHIBIT B

Legal Description of Property

PARCEL 1:

A parcel of land being a portion of the Northwest ¼ of Section 19 and the South ½ of Section 18, all of Township 26 South, Range 17 East, Pasco County, Florida, being further described as follows:

Commence at the Southwest corner of the Northeast ¼ of Section 19, Township 26 South, Range 17 East, Pasco County, Florida, same also being the Northwest corner of the Southeast ¼ of said Section 19; thence North 00° 17' 21" East, along the West line of said Northeast ¼ of Section 19 (being the basis of bearings for this legal description), for 2,635.44 feet to the Point of Beginning; thence leaving said West line of the Northeast ¼ of Section 19, South 36° 05' 43" West, for 344.65 feet; thence South 14° 57' 29" West, for 660.56 feet to a Northerly corner of Longleaf Neighborhood Two Phase One and Phase Three as recorded in Plat Book 40, pages 16 through 26 of the Public Records of Pasco County, Florida; thence along a Northerly boundary of said Longleaf Neighborhood Two Phase One and Phase Three the following two (2) courses: (1) thence South 56° 47' 34" West, for 659.64 feet; (2) thence South 90° 00' 00" West, for 339.58 feet to a Northwesterly corner of said Longleaf Neighborhood Two Phase One and Phase Three, same being an Easterly corner of Longleaf Neighborhood Two Phase Two, as recorded in Plat Book 43, pages 140 through 149, of the Public Records of Pasco County, Florida; thence leaving said Northerly line of Longleaf Neighborhood Two Phase One and Phase Three, North 00° 19' 13" East, along an Easterly line of said Longleaf Neighborhood Two Phase Two, for 683.14 feet to a Northerly corner of said Longleaf Neighborhood Two Phase Two; thence along a Northerly line of said Longleaf Neighborhood Two Phase Two the following two (2) courses: (1) thence North 89° 40' 47" West, for 1,007.46 feet; (2) thence North 40° 37' 54" West, for 250.10 feet; thence leaving said Northerly line of Longleaf Neighborhood Two Phase Two, South 83° 06' 16" East, for 215.74 feet; thence North 58° 58' 38" East, for 509.00 feet; thence North 25° 54' 58" East, for 475.97 feet; thence North 55° 12' 37" East, for 689.81 feet; thence North 33° 41' 07" East, for 738.06 feet; thence North 10° 43' 08" East, for 148.11 feet; thence North 37° 55' 28" West, for 20.67 feet to the point of intersection with a Westerly right-of-way line of Starkey Boulevard, according to Official Records Book 5486, page 1737 of the Public Records of Pasco County, Florida; thence the following fourteen (14) courses along said Westerly right-of-way line of Starkey Boulevard, (1) thence North 71° 45' 12" East, for 108.24 feet; (2) thence North 63° 57' 06" East, for 100.76 feet; (3) thence North 52° 39' 22" East, for 129.44 feet; (4) thence North 61° 22' 49" East, for 111.71 feet; (5) thence North 61° 38' 36" East, for 77.49 feet; (6) thence South 38° 29' 03" East, for 330.13 feet; (7) thence North 51° 30' 57" East, for 20.69 feet; (8) thence North 25° 14' 37" East, for 72.33 feet; (9) thence North 55° 39' 25" East, for 272.55 feet to the point of intersection with a non-tangent curve concave Northeasterly; (10) thence Southeasterly, along the arc of said curve from a radial bearing of South 38° 18' 29" West, having a radius of 2,060.00 feet, a central angle of 08° 49' 52", an arc length of 317.51 feet, and a chord bearing South 56° 06' 27" East for 317.20 feet to the point of tangent; (11) thence South 60° 31' 23" East, for 532.06 feet to the point of curvature of a curve concave Southwesterly; (12) thence Southeasterly, along the arc of said curve, having a radius of 2,140.00 feet, a central angle of 01° 45' 02", an arc length of 65.38 feet, and chord bearing South 59° 38' 52" East for 65.38 feet to the point of intersection with a non-tangent line; (13) thence South 31° 13' 39" West, for 25.00 feet to the point of intersection with a non-tangent curve concave Southwesterly; (14) thence Southeasterly, along the arc of said curve from a radial bearing of North 31° 13' 39" East, having a radius of 2,115.00 feet, a central angle of 04° 05' 19", an arc

length of 150.93 feet, and chord bearing South 56° 43' 42" East for 150.90 feet to the point of intersection with a non-tangent line; thence leaving said Westerly right-of-way line of Starkey Boulevard, South 36° 47' 04" West, for 312.99 feet; thence North 89° 59' 55" West, for 180.62 feet; thence South 65° 11' 58" West, for 196.83 feet; thence South 43° 27' 13" West, for 1,027.91 feet to the Point of Beginning.

TOGETHER WITH:

PARCEL 2:

A parcel of land lying within Sections 18 and 19, Township 26 South, Range 17 East, Pasco County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Section 18; thence along the West boundary line of the Southwest ¼ of said Section 18, North 00° 15' 06" East, for 199.94 feet to the Point of Beginning; thence continue along the West boundary line of the Southwest ¼ of said Section 18, North 00° 15' 06" East, for 141.69 feet to the most Southerly corner of Deborah and Joe Orsi Parcel, as described in Official Records Book 1968, pages 0195 and 0196 of the Public Records of Pasco County, Florida; thence along the Southeasterly boundary of said Deborah and Joe Orsi Parcel, the following five courses and distances: North 80° 06' 54" East 646.49 feet; North 26° 41' 41" East, 506.02 feet; North 47° 29' 58" East, 440.25 feet; North 46° 00' 53" East, 930.46 feet, North 05° 25' 33" West, 570.00 feet to the Northeasterly corner of said Deborah and Joe Orsi Parcel; thence along the Northerly boundary of said Deborah and Joe Orsi Parcel, South 85° 25' 15" West, for 250.00 feet; thence North 25° 25' 15" East, for 236.68 feet; thence South 64° 40' 06" East, for 189.73 feet; thence North 25° 19' 54" East, for 430.00 feet; thence North 64° 40' 06" West, for 189.06 feet; thence North 25° 25' 15" East, for 378.92 feet; thence South 18° 34' 45" East, for 817.85 feet, to the point of curvature of a curve, concave Easterly; thence Southerly along the arc of said curve, a distance of 10.34 feet, said curve having a radius of 2085.00 feet, a central angle of 00° 17' 03", and a chord of 10.34 feet which bears South 18° 43' 16" East, to the point of intersection with a non-tangent line; thence North 87° 15' 41" West, for 172.15 feet; thence South 26° 12' 35" East, for 116.87 feet; thence South 33° 35' 46" West, for 155.79 feet; thence South 48° 07' 42" West, for 104.96 feet; thence South 33° 33' 14" East, for 146.46 feet; thence South 61° 59' 35" East, for 135.63 feet; thence South 18° 59' 24" West, for 134.59 feet; thence South 24° 25' 33" West, for 111.68 feet; thence South 61° 07' 48" West, for 163.31 feet; thence North 80° 58' 20" West, for 88.79 feet; thence South 23° 08' 12" West, for 252.59 feet; thence South 44° 45' 49" East, for 111.20 feet; thence North 78° 59' 07" East, for 108.50 feet; thence South 37° 55' 28" East, for 142.91 feet; thence South 10° 43' 08" West, for 148.11 feet; thence South 33° 41' 07" West, for 738.06 feet; thence South 55° 12' 37" West, for 689.81 feet; thence South 25° 54' 58" West, for 475.97 feet; thence South 58° 58' 38" West, for 509.00 feet; thence North 83° 06' 16" West, for 215.74 feet; thence North 01° 19' 18" East, for 246.21 feet; thence North 19° 11' 54" East, for 112.34 feet; thence North 68° 56' 10" East, for 53.53 feet; thence North 17° 26' 29" West, for 105.03 feet; thence North 28° 37' 30" West, for 132.18 feet; thence North 49° 42' 00" West, for 53.54 feet; thence North 28° 01' 13" East, for 24.43 feet; thence North 09° 25' 38" West, for 26.70 feet; thence South 78° 29' 54" West, for 142.34 feet to the Point of Beginning.

EXCEPTING therefrom any portion of said lands currently assessed under Pasco County Property Appraiser Parcel # 18-26-17-0000-00100-0040.