

Record & Return to:

N. Dwayne Gray, Jr., Esquire  
Zimmerman, Kiser & Sutcliffe, P.A.  
315 East Robinson Street  
Suite 600  
Orlando, FL 32801  
407-425-7010

File #: 10104-104

**RECORDING COVER PAGE – HERNANDO COUNTY MORTGAGE  
AGREEMENT**

Cover page for recording of Mortgage Agreement by and Rochester Park, Ltd. and  
Hernando County Board of County Commissioners

**HERNANDO COUNTY  
STATE HOUSING INITIATIVES PARTNERSHIP (S.H.I.P.)  
MORTGAGE AGREEMENT**

**THIS MORTGAGE** (Mortgage) is made, executed and entered into by and between the named parties herein, and is effective as of the latest date of signature by the parties, as entered below:

**NAME OF BORROWER:** Rochester Park, LTD.  
1105 Kensington Park Drive  
Suite 200  
Altamonte Springs, Florida 32714

**NAME OF LENDER:** Hernando County Board of County Commissioners  
15470 Flight Path Drive  
Brooksville, Florida 34604

**EFFECTIVE DATE:** February 16, 2022  
INSERT LATEST DATE OF SIGNATURE FROM THE SIGNATURE PAGES

**THIS MORTGAGE** secures that certain indebtedness, evidenced by that certain Promissory Note (Note), a copy of which is attached as **EXHIBIT A**.

**THE BORROWER**, for and in consideration of the loan which is evidenced by the Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and in order to secure the payment of all amounts due and payable under the subject indebtedness, which is evidenced by the Note, does hereby mortgage, grant, bargain, sell, alien, remise, release, convey, and confirm unto the said Lender, its interest in all that certain real property of which said Borrower is now seized and possessed, together with all rights and interests of Borrower in any way appertaining thereto, which property, rights and interests are more particularly described as follows:

**SEE LEGAL DESCRIPTION  
ATTACHED HERETO  
AS EXHIBIT B**

**TOGETHER** with all the improvements now or hereafter erected on the above-described property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the above-described property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are hereinafter referred to as the Property.

**NOTE TO RECORDER:** THIS MORTGAGE IS GIVEN TO SECURE THE FINANCING OF HOUSING UNDER CHAPTER 420, FLORIDA STATUTES, AND IS EXEMPT FROM TAXATION PURSUANT TO SECTION 420.513, FLORIDA STATUTES.

**BORROWER** does hereby covenant with Lender that Borrower is lawfully seized of its interest in the Property and has good right to sell and convey the same to Lender; and Borrower will, and its successors and assigns shall, fully warrant the interest to said Property, and will defend the same against the lawful claims of all persons whomsoever.

**COVENANTS AND AGREEMENTS OF LENDER.** This loan shall be made to Borrower at zero percent (0%) interest for a term of fifteen (15) years calculated from the date upon which certificates of occupancy have been issued on all of the residential building(s) (Completion). Should the development remain Affordable as defined in the State Housing Initiatives Partnership Act, Sections 420.907 – 420.9079, *Florida Statutes*, as may be amended, for the fifteen-year period, the loan shall be forgiven, subject to all other terms of this Mortgage.

In addition to the foregoing, the Borrower hereby covenants and agrees with Lender as follows:

**OBLIGATIONS OF NOTE AND MORTGAGE.** Borrower shall perform, comply with and abide by all of the stipulations, agreements, conditions and covenants in the Note and in this Mortgage as set forth herein.

**MAINTENANCE.** Borrower shall not permit, commit, or suffer any waste, impairments, damage, or deterioration of the Property or any part thereof. Borrower shall maintain the subject Property in good and proper condition and state of repair.

**COMPLIANCE WITH LAWS.** Borrower shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property, and shall not suffer or permit any violation thereof.

**SALE, LEASE, OR TRANSFER OF PROPERTY.** Except for tenant leases in the ordinary course of business, if the Borrower sells, leases, or transfers all or part of its interest in the Property (except for the grant of utility easements, which will not impair the operation of the project or marketability of the project, and any transfers pursuant to condemnation action), this Mortgage shall be accelerated, and any payment required will be due upon such sale. A Mortgage Agreement, a Land Use Restriction Agreement, Superior Financing (as defined herein), or the transfer of a limited partnership interest in Borrower shall not be deemed a sale or transfer of the Property in violation of this paragraph. Additionally, to the extent permitted by the State Housing Initiatives Partnership Act, Sections 420.907 – 420.9079, *Florida Statutes*, as may be amended, the removal and/or replacement of the General Partner of the Borrower pursuant to the terms of the Borrower's Amended and Restated Agreement of Limited Partnership, as amended, the admission of a Limited Partner, or a transfer or assignment of all or part of a Limited Partner's interest in Borrower shall not be deemed a sale or transfer of the Property in violation of this paragraph.

**DEFAULT.** The following events shall constitute a default hereunder:

- (a) Failure of Borrower to perform any agreement in this Mortgage, or in any other instrument securing said Note, or such failure which is not cured within 30 days after

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notice from Lender, and if such failure cannot be cured within such 30 days, the Borrower shall have up to 90 days to cure such failure;

- (b) Failure of Borrower to perform any agreement in the first Mortgage or in any other instrument securing the first Note, or in any other instrument executed by Borrower in connection with the loan secured hereby not cured within the applicable grace periods of such instruments;
- (c) The filing of any petition under the United States Bankruptcy Code, or any similar federal or state statute, by Borrower, or against Borrower, and which filing is not dismissed within 90 days of such filing;
- (d) The filing in any Court by any person or entity of an application for the appointment of a receiver or trustee to take custody of the Property, or any part thereof, and which filing is not dismissed within 90 days of such filing;
- (e) The filing of any application in any Court for the appointment of a receiver for the benefit of one or more creditors, or the making of a general assignment for the benefit of creditors as to Borrower and which filing is not dismissed within 90 days of such filing;
- (f) The filing of any proceedings instituted for the foreclosure or collection of any mortgage, judgment or lien prior or subordinate to the lien of this Mortgage affecting the Property, and which filing is not dismissed within 90 days of such filing; or
- (g) The failure to comply with the Affordability Restriction as provided herein.

If default occurs under the above, or in the performance of any of Borrower's obligations, covenants or agreements hereunder, and continues to exist after the applicable cure periods expire, all of the indebtedness shall become and be immediately due and payable, at the option of the Lender, without notice or demand, which are hereby expressly waived, in which event, Lender may avail itself of all rights and remedies at law or in equity, and this Mortgage may be foreclosed, and Borrower shall pay all cost and expenses thereof, including the cost of securing abstracts or other evidence of the status of title to the Property, and reasonable attorney's fees.

The Lender agrees to provide all other lenders, any investor limited partners, and the Florida Housing Finance Corporation (FHFC) with a copy of any written notice of default at the addresses of record for each. Any investor limited partners and the FHFC shall each have the right, but not the obligation, to cure the default within the applicable cure period, or if not specified, within ten days for monetary defaults, and within 30 days for non-monetary defaults, from the date of receipt of notice, prior to Lender's exercise of any remedies therefore. Notwithstanding anything to the contrary contained herein, the Lender agrees that any cure of any default made or tendered by any investor limited partner or the FHFC shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if such cure were made or tendered by Borrower.

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**ATTORNEYS' FEES AND COSTS.** Borrower shall pay any and all reasonable costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by the Lender because of the failure of the part of the Borrower to perform, comply with and abide with each and every of the material stipulations, agreements, conditions and covenants of the aforesaid Note and this Mortgage (subject to the applicable cure periods) and every such payment shall bear interest at the maximum rate allowable under law until paid.

**SECURITY AGREEMENT.** To the extent that the Property may be deemed to be personal property, this Mortgage shall serve as a security agreement within the meaning of the Uniform Commercial Code as adopted in the state where the Property is situated. Borrower hereby grants to Lender a security interest in and to all of those portions of the Property which may ultimately be held to be personal property.

**HAZARD INSURANCE.** If any buildings or other improvements now or hereafter constitute part of the Property, Borrower shall keep the same insured against loss or damage by fire, lightning, windstorm and other perils customarily insured against, or as may be reasonably required from time to time by written direction of Lender, in the full insurable value thereof (Lender will accept insurance that is acceptable to lenders of Superior Financing and the FHFC), with a responsible insurance company or companies licensed to do business in the State of Florida, and to which Lender has no reasonable objection. Lender shall have no obligation to take any measures to remedy any loss or damage on the Property, or, having taken some measures therefore voluntarily, to continue the same or take other measures.

**EXTENSIONS, LENIENCIES, AND RELEASES.** Lender may grant extensions of time for payment and other leniencies with respect to any indebtedness secured hereby, and may waive or fail to enforce any of Lender's rights hereunder and may release a portion of portions of the Property from the lien hereof, without releasing or diminishing the obligations or liability of Borrower, or any guarantor or endorser.

**SATISFACTION.** Whenever there is no outstanding indebtedness or other obligation secured hereby, Lender shall forthwith provide a satisfaction of this Mortgage to Borrower, in recordable form.

**NON-RECOURSE.** Notwithstanding anything to the contrary herein, or any loan document, this loan shall be non-recourse debt, and Borrower, or any of its partners, shall not be personally liable for this loan. In case of default under this Mortgage, Note, or any of the other loan documents, Lender shall seek no personal judgment against Borrower or its partners for repayment of this loan as a result of any deficiency arising from the foreclosure of the Mortgage. Lender's sole recourse shall be against the real property, personal property and intangibles, which have been given as collateral by Borrower, and are securing payments of this loan.

**SUBORDINATION.** This Mortgage may be subordinate to future permanent financing and to construction financing (Superior Financing) necessary to construct the affordable housing complex on the Property (84 units). Lender hereby agrees to execute all subordination agreements required by Superior Financing lenders.

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**AFFORDABILITY RESTRICTION.** The units on the Property assisted by S.H.I.P. funds shall remain Affordable as defined in the State Housing Initiatives Partnership Act, Sections 420.907 – 420.9079, *Florida Statutes*, as may be amended, for a period of fifteen (15) years, beginning with the project's Completion as defined herein. This affordability restriction shall terminate upon foreclosure on the Property, or transfer of the Property in lieu of foreclosure.

**GENERAL PROVISIONS.**

- (a) **AGREEMENTS.** Any agreement hereunder made by Borrower and Lender pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
- (b) **BINDING EFFECT.** This Mortgage shall be binding upon and shall inure to the benefit of the Lender and the Borrower hereto, and their respective successors and assigns.
- (c) **CONSENT.** Without affecting the liability of any person (other than any person released pursuant to the provisions of this paragraph) for payment of any indebtedness secured hereby, and without affecting the priority or extent of the lien hereof upon any property not specifically released pursuant hereto, Lender may at any time and from time to time, without notice, and without limitation as to any legal right or privilege of Lender: (1) release any person liable for payment of any indebtedness secured hereby; (2) extend the time or agree to alter the terms of payment of any of the indebtedness; (3) accept additional security of any kind; (4) release any property securing the indebtedness; or (5) consent to the creation of any easement on or over the Property, or any covenants restricting use of occupancy thereof.
- (d) **COUNTERPARTS.** This Mortgage and the attached Note may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. As stated herein, this Mortgage is effective as of the latest date of signature by the parties.
- (e) **EXEMPTIONS WAIVED.** Borrower hereby waives all right of homestead, or other exemption in the Property subject to this Mortgage.
- (f) **HEADINGS.** The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.
- (g) **INVALID PROVISIONS TO AFFECT NO OTHERS.** If fulfillment of any provision hereof or any transaction related hereto, or to the Note secured hereby, at the time of performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any such cause or provision herein

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contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

- (h) JURISDICTION. This Mortgage shall be construed and enforced in accordance with the laws of the State of Florida. Any action or proceeding arising out of or relating to this Mortgage shall be brought in Hernando County, Florida, and the parties hereby waive any objections to the laying of venue in the courts of Hernando County, Florida.
- (i) NO WAIVER. No delay by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Lender of any default shall constitute a waiver of, or consent to, subsequent defaults.
- (j) NOTICES. The mailing of written notice or demand addressed to the Borrower at the last address actually furnished to the Lender, or at the Property, and mailed, postage prepaid, by the United States mail, shall be sufficient notice of demand in any case arising under this instrument and required by the provisions hereof or by law. All notices provided by the Lender to the Borrower, including any notice of default, shall be simultaneously delivered to the Borrower's following investor limited partner: Wells Fargo Affordable Housing Community Development Corporation, 550 South Tryon Street, 23<sup>rd</sup> Floor, D1086-239, Charlotte, North Carolina 28202-4200, ATTENTION: Director of Tax Credit Asset Management.
- (k) SUCCESSORS AND ASSIGNS. Whenever in this Mortgage, one of the parties hereto is named or referred to, the successors and permitted assigns of such parties shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the Lender or the Borrower shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not. All covenants, agreements and undertakings shall be joint and several.
- (l) TIME. Time shall be deemed of the essence as to all provisions of this Mortgage.

**LOAN LIMIT.** Except for a protective advance for the payment of taxes or insurance on the Property, the Lender may not (without the prior written notice of the FHFC) modify any provision of this Mortgage, or increase the principal indebtedness to more than \$100,000.00.

**IN WITNESS WHEREOF,** the parties have caused this Mortgage to be executed by the authorized representatives below.

**<<SIGNATURES ON THE FOLLOWING PAGES>>**

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**BORROWER**

CORPORATE SEAL

**ROCHESTER PARK, LTD., A FLORIDA LIMITED PARTNERSHIP**

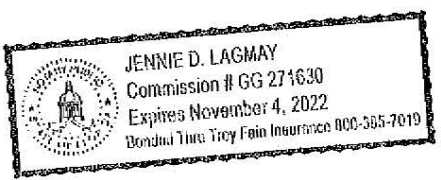
**BY: ROCHESTER PARK GP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER**

Ethan  
WITNESS Ethan Carpenter  
Sandra Sose  
WITNESS Sandra Sose

[Signature]  
PRINT NAME: Jonathan L. Wolf  
TITLE: Manager

STATE OF Florida  
COUNTY OF Summit

The foregoing instrument was acknowledged before me by  physical presence or  online notarization this 7<sup>th</sup> day of February, 2022, by Jonathan L. Wolf, the Manager of Rochester Park GP, LLC, general partner of Rochester Park, LP on behalf of the corporation. They are personally known to me or have produced their Florida Driver's License as identification.



[Signature]  
Notary Public  
State of Florida at Large  
My Commission Expires: 11-04-22  
Jennie D. Lagmay  
Print Name of Notary Public

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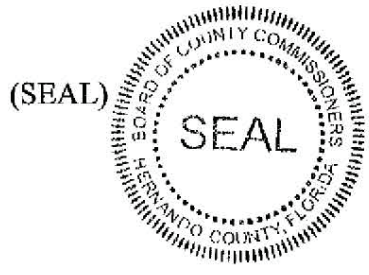


**LENDER**

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA**


Attest: Suzan Burns, Deputy Clerk  
Douglas A. Chorvat, Jr.  
Clerk of Circuit Court & Comptroller

By: [Signature]  
Steve Champion  
Chairman



STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by  physical presence or  online notarization this 25<sup>th</sup> day of January, 2022, by Steve Champion, the Chairman of the Hernando County Board of County Commissioners, on behalf of Hernando County, a political subdivision of the State of Florida. He is personally known to me or has produced his Florida Driver's License as identification.

 Cheryl Carr  
Notary Public  
State of Florida  
Comm# HH059526  
Expires 11/2/2024

[Signature]  
Notary Public  
State of Florida at Large  
My Commission Expires: 11/2/24  
Cheryl Carr  
Print Name of Notary Public

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
By: [Signature]  
County Attorney's Office

NOTE TO RECORDER: THIS MORTGAGE IS GIVEN TO SECURE THE FINANCING OF HOUSING UNDER CHAPTER 420, FLORIDA STATUTES, AND IS EXEMPT FROM TAXATION PURSUANT TO SECTION 420.513, FLORIDA STATUTES.

**EXHIBIT A  
TO MORTGAGE AGREEMENT**

**HERNANDO COUNTY  
STATE HOUSING INITIATIVES PARTNERSHIP (S.H.I.P.)  
PROMISSORY NOTE**

**FOR VALUE RECEIVED**, Rochester Park, LTD., 1105 Kensington Park Drive, Suite 200, Altamonte Springs, Florida 32714 (Maker) promises to pay to the order of Hernando County, a political subdivision of the State of Florida (Payee), at 15470 Flight Path Drive, Brooksville, Florida 34604, or at such other address as the holder or holders of this Promissory Note (Note) may designate from time to time, in writing, the principal sum of \$100,000.00. This Note is effective as of the latest date of signature by the parties.

The above loan secured by this Note shall be made to the Maker at 0% percent interest for fifteen (15) years from the date upon which certificates of occupancy have been issued for all of the residential building(s) (Completion) on the property as described in the Mortgage. Should the development remain Affordable as defined in the State Housing Initiatives Partnership Act, Sections 420.907 – 420.9079, *Florida Statutes*, as may be amended, for the fifteen-year period, this loan shall be forgiven, and this Note shall be cancelled.

Notwithstanding anything to the contrary herein, or any loan document, this loan shall be non-recourse debt to any principal, manager, member, officer or partner of the Maker, and the Maker's principals, managers, members, officers or partners shall not be personally liable for this loan. In case of default under the Mortgage between Rochester Park, LTD., and Hernando County dated February 16, 2022, or any of the other loan documents, Payee shall seek no personal judgment against the Maker's principals, managers, members, officers or partners for repayment of this loan as a result of any deficiency arising from the foreclosure of the Mortgage.

The Maker shall have the privilege and option, at any time, to pay off the entire principal balance remaining unpaid, or any part thereof.

The Maker hereby waives demand, notice of dishonor, presentment, and protest.

It is understood and agreed by the Maker that if any installment of principal provided for above shall not be paid promptly when the same becomes due and if such failure shall continue for a period of more than 30 days after written notice from the holder or holders of this Note, the entire unpaid principal sum evidenced by this Note shall, at the option of the holder or holders of this Note, become immediately due and payable. Furthermore, it is understood and agreed that the failure of the holder or holders of this Note to exercise the foregoing right of acceleration, or any indulgence granted from time to time, shall in no event be construed as a waiver of such right of acceleration and shall not stop the holder or holders of this Note from thereafter exercising such right.



The Maker acknowledges and agrees that all remedies available to the holder or holders of this Note shall be cumulative and that none is exclusive, and that all such remedies may be exercised concurrently or consecutively at the option of the holder or holders of this Note. All notices provided to the Maker pursuant to this Note shall be simultaneously delivered to the Maker's Investor Limited Partner at the following address: Wells Fargo Affordable Housing Community Development Corporation, 550 South Tryon Street, 23<sup>rd</sup> Floor, D1086-239, Charlotte, North Carolina 28202-4200, ATTENTION: Director of Tax Credit Asset Management. The Investor Limited Partner of the Maker shall have the right, but not the obligation, to cure any default within the applicable cure period, or if not specified, within ten days, for monetary defaults, and within 30 days for non-monetary defaults, from the date of receipt of notice, prior to Payee's exercise of any remedies therefore. Notwithstanding anything to the contrary contained herein, Payee agrees that any cure made or tendered by any Investor Limited Partner shall be deemed to be a cure by the Maker and shall be accepted or rejected on the same basis as is such cure were made or tendered by the Maker.

The Maker promises and agrees to pay all reasonable costs and expenses incurred by any holder or holders of this Note in collection this Note, including, without limitation, reasonable attorneys' fees incurred at the trial level and with respect to all appeals.

This Note shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws of the State of Florida. Furthermore, the venue of any legal proceeding instituted for the purpose of enforcing this Note shall be in Hernando County, Florida.

This Note is secured by the Mortgage dated February 16, 2022 encumbering certain real property located in Hernando County, Florida, and described in said Mortgage.

This Note may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. As stated herein, this Note is effective as of the latest date of signature by the parties as follows: February 16, 2022.

**IN WITNESS WHEREOF**, the parties have caused this Note to be executed by the authorized representatives below.

**<<SIGNATURES ON THE FOLLOWING PAGES>>**

MAKER

CORPORATE SEAL

ROCHESTER PARK, LTD., A FLORIDA LIMITED PARTNERSHIP

BY: ROCHESTER PARK GP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

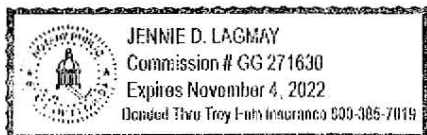
Ethan  
WITNESS Ethan Carpenter

[Signature]  
PRINT NAME: Jonathan L. Wolf  
TITLE: Manager

Sandra  
WITNESS Sandra Sosa

STATE OF Florida  
COUNTY OF Sevier

The foregoing instrument was acknowledged before me by physical presence or online notarization this 7th day of February, 2022, by Jonathan L. Wolf, the Manager of Rochester Park GP, LLC, general partner of Rochester Park, Ltd on behalf of the corporation. They are personally known to me or have produced their Florida Driver's License as identification.



[Signature]  
Notary Public  
State of Florida at Large  
My Commission Expires: 11-04-22  
Jennie D Lagmay  
Print Name of Notary Public



PAYEE

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

Attest: Susan Buehler, Deputy Clerk  
for Douglas A. Chorvat, Jr.  
Clerk of Circuit Court & Comptroller


By: [Signature]  
Steve Champion  
Chairman

(SEAL)



STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by  physical presence or  online notarization this 25<sup>th</sup> day of January, 2022, by Steve Champion, the Chairman of the Hernando County Board of County Commissioners, on behalf of Hernando County, a political subdivision of the State of Florida. He is personally known to me or has produced his Florida Driver's License as identification.

 Cheryl Carr  
Notary Public  
State of Florida  
Comm# HH059526  
Expires 11/2/2024

[Signature]  
Notary Public  
State of Florida at Large  
My Commission Expires: 11/2/24  
Cheryl Carr  
Print Name of Notary Public

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
By: [Signature]  
County Attorney's Office

## **EXHIBIT B TO MORTGAGE AGREEMENT**

### **HERNANDO COUNTY STATE HOUSING INITIATIVES PARTNERSHIP (S.H.I.P.) LEGAL DESCRIPTION OF PROPERTY**

#### **PARCEL 1:**

A parcel of land lying in the Northwest 1/4 of Section 28, Township 22 South, Range 19 East, Hernando County, Florida, and being more particularly described as follows: Begin at the Southeast corner of Lot Number 15 as shown on the plat of Candlelight Unit 1 and recorded in Plat Book 16, Pages 81 through 83, Public Records of Hernando County, Florida; thence run South 03°21'43" West along the Westerly right-of-way line of Candlelight Boulevard 183.33 feet to the P.C. of a curve to the right, said curve having a central angle of 2°56'03", a radius of 1575.00 feet, and a chord bearing and distance of South 01°58'01" West 80.65 feet; thence run Southwesterly along the arc of said curve and the Westerly right-of-way line of Candlelight Boulevard 80.66 feet; thence leaving said Westerly right-of-way line run North 72°44'26" West 582.46 feet to the West boundary line of the East 1/2 of the Northwest 1/4 of said section 28; thence run along said West boundary line, North 00°37'46" West 275.87 feet to the Southeast corner of a 20.00 foot drainage right-of-way as shown on the aforementioned plat of Candlelight Unit 1; thence run along said drainage right-of-way line North 56°28'25" East 108.25 feet to the Southwesterly corner of Lot Number 12 as shown on the aforementioned plat of Candlelight Unit 1, said point also being the P.C. of a curve to the left, said curve having a central angle of 56°44'40", a radius of 555.00 feet, and a chord bearing and distance South 62°15'26" East 527.47 feet; thence run along the rear lot line of Lots 12, 13, 14 and 15 of the aforementioned Candlelight Unit 1, an arc distance of 549.66 feet; thence run North 89°22'14" East along the rear lot line of the aforementioned Lot 15, 15.76 feet to a point on the Westerly right-of-way line of Candlelight Boulevard and the POINT OF BEGINNING.

#### **PARCEL 2:**

A parcel of land lying in the Northwest 1/4 of Section 28, Township 22 South, Range 19 East, Hernando County, Florida, and being more particularly described as follows: Commence at the Southeast corner of Lot Number 15 as shown on the plat of Candlelight Unit 1 and recorded in Plat Book 16, Pages 81 through 83, Public Records of Hernando County, Florida; thence run South 03°21'43" West along the Westerly right-of-way line of Candlelight Boulevard 183.33 feet to the P.C. of a curve to the right, said curve having a central angle of 2°56'03", a radius of 1575.00 feet, and a chord bearing and distance of South 01°58'01" West 80.65 feet; thence run Southwesterly along the arc of said curve and the Westerly right-of-way line of Candlelight Boulevard 80.66 feet to the POINT OF BEGINNING; thence continue along the Westerly right-of-way line of Candlelight Boulevard and a curve to the right, said curve having a central angle of 9°51'25", a radius of 1575.00 feet and a chord bearing and distance of South 08°21'45" West 270.63 feet; thence run along the arc of said curve 270.96 feet; thence leaving said Westerly right-of-way line run North 72°44'26" West 538.04 feet to the West boundary line of the East 1/2 of the Northwest 1/4 of said section 28; thence run along said West boundary line North 00°37'46" West 281.13 feet, thence South 72°44'26" East 582.46 feet to a point on the Westerly right-of-way line of Candlelight Boulevard and the POINT OF BEGINNING.