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Hernando County, Florida
06/13/2007 9:35AM
KAREN NICOLAI, Clerk

This instrument prepared under the supervision and direction of:
Kent L. Weissinger
Hernando County Attorney's Office
20 North Main Street, Suite 402
Brooksville, Florida 34601-4001

OFFICIAL RECORDS
BK: 2454 PG: 432

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Gulf Coast Title
111 North Main Street
Brooksville, Florida 34601
20070073

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RECIPROCAL EASEMENT AGREEMENT

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THIS RECIPROCAL EASEMENT AGREEMENT is made as of this 11th day of June, 2007 by and between **HERNANDO COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 20 N. Main Street, Room 460, Brooksville, Florida, as the "County"; and **55 PONCE DE LEON, LLC**, a Florida limited liability company, whose address is 18136 Regents Square Drive, Tampa, Florida 33647; as the "Buyer".

RECITALS:

A. County is the owner of that certain tract or parcel of land (the "County Property") located in Hernando County, Florida, and described or depicted on Exhibit "A" attached hereto, which property contains, in part a building ("the Building") located substantially within the Buyer Property (as defined below), and property between non-contiguous portions of the Buyer Property;

B. Buyer has, substantially contemporaneously with the date hereof, purchased that certain tract or parcel of land (collectively the "Buyer Property") located in Hernando County, Florida, and described or depicted on Exhibit "B" attached hereto, which property surrounds the Building and is contiguous to portions of the County Property;

C. County and Buyer each desire to grant, convey, and receive certain easements across, over, through, and upon portions of the County Property and the Seller Property for purposes of providing utility, pedestrian and vehicle access, ingress, and egress to and from their respective tracts and Veterans Avenue, Benton Avenue, Ponce De Leon Boulevard and DeSoto Avenue, and

D. County and Buyer desire to enter into this Agreement for the purpose of effecting the grant and conveyance of such easements in accordance with the terms, conditions, and provisions hereof.

NOW, THEREFORE, for and in consideration of the sum of TEN and No/100 DOLLARS (\$10.00) in hand paid by each party hereto to the other at or before the sealing and delivery of these presents, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, County and Buyer hereby covenant and agree as follows:

1. DEFINITIONS.

1.1. Definitions. As used herein the following terms shall have the following meanings (such meanings to be applicable to both the singular and plural form of the terms defined):

1.1.1. "Access Drive 1" shall mean that certain paved driveway and curb cut to be located pursuant to the terms hereof on the County Property and the Buyer Property in the location generally depicted on the Site Plan (provided that, pending further Site Plan refinement, Access Drive 1 and 2 may describe the same property).

1.1.2. "Access Drive 2" shall mean that certain paved driveway and curb cut to be located pursuant to the terms hereof on the County Property and the Buyer Property in the location generally depicted on the Site Plan (provided that, pending further Site Plan refinement, Access Drive 1 and 2 may describe the same property).

1.1.3. "Agreement" shall mean this Reciprocal Easement Agreement, together with any and all exhibits, amendments, modifications, or supplements hereto.

1.1.4. "Buyer's Pro Rata Share" shall mean ninety-two percent (92%) of the amount in question, which percentage is based on the ratio of the square footage of all buildings located on the Buyer Property to the combined square footage of all buildings located on the County Property plus all buildings located on the Buyer Property; provided, however, that the square footage of any area of the Buyer Property or County Property which is being demolished or has been demolished shall be subtracted from the calculation of the square footage of the Buyer Property or the County Property, respectively.

1.1.5. "Owner" shall mean, in the singular, any person or legal entity (or combination thereof) owning from time to time fee simple title to either of the County Property or the Buyer Property, and in the plural, all persons or legal entities owning from time to time fee simple title to the Property, all as shown by the public real estate records of Hernando County, Florida.

1.1.6. "Property" shall mean the County Property or the Buyer Property, or both of them, as the context may require.

1.1.7. "County's Pro Rata Share" shall mean eight percent (8%) of the amount in question which percentage is based on the ratio of the square footage of all buildings located on the County Property to the combined square footage of all buildings located on the County Property plus all buildings located on the Buyer Property; provided, however, that the square footage of any area of the Buyer Property or County Property which is being demolished or has been demolished shall be subtracted from the calculation of the square footage of the Buyer Property or the County Property, respectively.

1.1.8. "Site Plan" shall mean that certain site plan attached hereto as Exhibit "C."

1.1.9. Other Terms. Terms used herein which are not defined in this section 1 shall have the meanings given them elsewhere in this Agreement.

2. GRANT OF EASEMENTS.

2.1. Grant of Utility, Access, Ingress, and Egress Easements.

2.1.1. Grant by County. County hereby declares, establishes, creates, grants, and conveys to Buyer and its successors, assigns, and successors-in-title an irrevocable, non-exclusive, and perpetual right, privilege, and easement in and to that portion of the Access Drive 1 to be located on the County Property as set forth herein and as depicted on the Site Plan, for the benefit of and as an appurtenance to the Buyer Property, for purposes of providing access, ingress, and egress by utilities, pedestrian traffic and motor vehicles on, over, across, and through the Access Drive 1 to and from the Buyer Property by Buyer, its tenants and subtenants, and their respective employees, customers, guests, and invitees.

2.1.2. Grant by Buyer. Buyer hereby declares, establishes, creates, grants, and conveys to County and its successors, assigns, and successors-in-title an irrevocable, non-exclusive, and perpetual right, privilege, and easement in and to that portion of the Access Drive 2 to be located on the Buyer Property as set forth herein and as depicted on the Site Plan, for the benefit of and as an appurtenance to the County Property, for purposes of providing access, ingress, and egress by utilities, pedestrian traffic and motor vehicles on, over, across, and through the Access Drive 2 to and from the County Property by County, its tenants and subtenants, and their respective employees, customers, guests, and invitees.

2.2. Grant of Storm Water Management Easements.

2.2.1. Grant by Buyer. Buyer hereby declares, establishes, creates, grants, and conveys to County and its successors, assigns, and successors-in-title, an irrevocable, non-exclusive, and perpetual right, privilege, and easement in and to the Buyer Property, for the benefit of and as an appurtenance to the County Property, for purposes of constructing, installing, using, operating, maintaining, repairing, and a storm water management and detention pond and related facilities (the "Detention Pond") to be located on the Buyer Tract in accordance with the terms hereof, as is depicted on the Site Plan. The Detention Pond shall be used by County for the drainage, transmission, and discharge of surface water from the County Property.

2.3. Scope of Easements. The rights, privileges, and easements declared, established, created, granted, and conveyed in this Agreement are not exclusive and shall be used in common with and by the Owner of the burdened Property; provided, however, at any time that County holds title to the Building, the Buyer shall provide the County, at no cost to County, an exclusive easement for access to parking for 20 regular parking spaces and 1 handicapped parking space, for County employees within existing parking areas on the Buyer Property located adjacent to the Building and depicted on the Site Plan, and any new parking constructed by Buyer after the date of this Agreement shall comply with all city, county, and governmental regulations including, but not limited to, Americans with Disabilities Act (ADA). At any time that the County holds title to the County Property, the Buyer shall not block County's access to parking and access to the existing handicapped ramps and access to the entrance to the Building; provided, however, that such access shall be at no cost to the Buyer. The Buyer shall have no obligation to improve or maintain those portions of the Buyer Property or County Property

required to make the Building legally usable and practically functional, including, but not limited to, the Access Drives, parking spaces and adjacent parking aisles used for the Building and Detention Pond, except to the extent of Buyer's Pro Rata Share for Maintenance Work as provided in section 4 hereof. The Buyer, at its option and expense, may relocate the Access Drive to the Building, the Detention Pond, and parking area for the Building consistent with applicable governmental regulations to accommodate the redevelopment of the Buyer Property. The County and the Buyer agree to the joint use and access of the loading dock located on the south side of the Building.

2.4. No Barriers to Use. Each Owner hereby covenants and agrees that no barriers, fences, curbs, walls, ditches, structures, obstacles, or other barricades will be erected on such Owner's Property which would unreasonably interfere with the Other Owner's reasonable use of the Access Drives or the Detention Pond.

2.5. Status of Ownership. As of the date of this Agreement, County is the Owner of the County Property, and Buyer is the Owner of the Buyer Property. Each Owner certifies, represents, and warrants to the other Owner that, except for the mortgagees whose consents are attached hereto, no other consents are required to enter into this Agreement or to grant the rights, privileges, and easements set forth herein.

2.6. Nature of Rights Granted. All of the easements granted herein and the rights, privileges, covenants, burdens, and provisions set forth hereof (whether relating to construction, maintenance, expense reimbursement, or indemnity obligations, or otherwise) are and shall be real covenants running with title to the Property and shall benefit, burden, and bind the Property. This Agreement shall be deemed incorporated into all deeds and conveyances hereinafter made by either Owner. Every party, including a mortgagee or other security interest holder, acquiring or holding any interest or estate in any portion of the Property shall take or hold such interest or estate, or the security interest with respect thereto, with notice of the terms and provisions of this Agreement; and in accepting such interest or estate in, or a security interest with respect to, any portion of the Property, such party shall be deemed to have assented to this Agreement and all of the terms and provisions hereof.

2.7. Subsequent Amendment. Upon completion of the construction work referred to in Article 3 hereof and at the option of either Owner, such Owner may elect to more specifically locate and describe the easement areas created herein by reference to an appropriate legal description or plat, in which event the Owners hereby agree to enter into an amendment or modification of this Agreement to incorporate such descriptions or plat for such purpose. The Owner making the election provided herein shall bear the costs and expenses thereof.

3. Construction of Facilities.

3.1. Construction of Access Drive. Contemporaneously with the redevelopment of the Buyer Property and within twenty-four (24) months after the date hereof, Buyer shall cause the Access Drives to be constructed and installed as set forth herein. The Access Drives shall be constructed and installed substantially in accordance with the Site Plan; provided, however, that Buyer shall be permitted to make minor and immaterial deviations in constructing the Access Drives as shown on the Site Plan so long as the driveway areas as actually constructed will provide adequate access to and from the Property substantially similar to that contemplated in the Site Plan.

3.2. Construction of Drainage Facilities. Contemporaneously with the redevelopment of the Buyer Property and within twenty-four (24) months after the date hereof, Buyer shall cause the Detention Pond to be constructed and installed as set forth herein. The cost of such construction and installation shall be apportioned between the Buyer and the County based on the Buyer's Pro Rata Share and the County's Pro Rata Share. The Detention Pond shall be constructed and installed substantially in accordance with a later agreement by the parties and applicable regulations; provided, however, that Buyer shall be permitted to make minor, immaterial deviations in constructing the Detention Pond so long as the facilities as actually constructed will service the Property in accordance with legal requirements, including but not limited to water management district permitting.

3.3. Temporary Construction Easement. Each Owner hereby grants to the other Owner a temporary, non-exclusive construction easement in and to their respective portions of the Property for the purpose of constructing and installing those portions of the Access Drive and the Detention Pond that such Owner is obligated or permitted to construct as provided herein. The term of the easement granted in this Section 3.4 shall commence on the date hereof and shall terminate automatically, without further action on the part of either party hereto, upon the completion of the work described herein.

4. Maintenance.

4.1. Maintenance of Access Drives. Subject to the cost sharing provisions set forth herein, County shall at all times be solely responsible for resurfacing, repairing, and maintaining the Access Drive to allow for ordinary pedestrian and vehicular traffic, such work to include, without limitation, cleaning, sweeping, picking up of trash and other debris, patching, and resurfacing. Notwithstanding the foregoing, in the event of damage to the Access Drive caused by the negligence or misconduct of any Owner or any party under the control of an Owner (including, without limitation, any tenant or subtenant), then the costs of repairing such damage shall be paid solely by such Owner.

4.2. Default in Maintenance Obligations. Provided County has failed to perform its maintenance obligations with respect to the Access Drive as set forth herein (the "Maintenance Work"), and upon fifteen (15) business days' written notice to County and a reasonable opportunity to cure (except in the case of an emergency), Buyer shall have the right, privilege, and easement, but not the obligation, to perform the delinquent Maintenance Work. In the event Buyer performs the delinquent Maintenance Work in accordance with this Section 4.1, County agrees to reimburse Buyer for County's Pro Rata Share of the reasonable and actual cost incurred in performing such Maintenance Work. In such event, County shall remit the appropriate reimbursement amount to Buyer promptly upon receipt of an invoice therefor accompanied by reasonably detailed evidence of the expenditures incurred in connection with the performance of such delinquent Maintenance Work.

4.3. Maintenance Easements. Each Owner hereby grants to the other Owner a non-exclusive easement in and to the affected portions of such Owner's Property for the purpose of performing the Maintenance Work described in this Article 4.

4.4. Maintenance of Detention Pond. County shall at all times be solely responsible for maintaining the Detention Pond to allow for ordinary operation and use thereof, except to the extent that the Detention Pond is required to be utilized for, or is actually utilized

by, portions of the Buyer Property other than the parking spaces and parking aisles allocated hereunder. To such extent, as demonstrated by reasonable engineering assessments of the degree of use of the facility in typical storm events for each of the types of Property which utilizes the facility, maintenance of the Detention Pond shall be subject to the provisions of section 4.5 below.

4.5. Covenant to Share Maintenance Costs. Buyer shall reimburse County for Buyer's Pro Rata Share of the net actual and reasonable costs paid to third parties for the Maintenance Work. County shall periodically (but not more frequently than once per quarter in each calendar year) submit invoices to Buyer for the costs of the Maintenance Work, accompanied by reasonably detailed evidence of the expenditures incurred in connection therewith and such other supporting documentation as Buyer may reasonably request. Buyer shall remit Buyer's Pro Rata Share of the costs of the Maintenance Work to County within thirty (30) days after receipt of such invoice, evidence, and supporting documentation.

5. Delinquencies. Any amounts due pursuant to this Agreement which become delinquent for a period of more than fifteen (15) calendar days shall accrue interest from the date originally due until the date that it is actually paid at a rate per annum equal to the lesser of: (a) twelve percent (12%) per annum; or (b) the maximum rate permitted by applicable law.

6. Interference. All Construction Work and Maintenance Work performed by any Owner shall be conducted so as not to unreasonably interfere with the use of the rights, privileges, and easements herein granted.

7. Indemnity. Each Owner hereby indemnifies and agrees to hold the other harmless from and against any loss, cost, damage, or expense, including all claims for death or injury to person or damage to property, and including, without limitation, attorneys' fees and court costs, which may be suffered or incurred by the other parties hereto and which may arise out of, in connection with, or by reason of the negligence or intentional misconduct of the indemnifying party, its agents, representatives, contractors, tenants, or employees. This obligation as to the County, a political subdivision of the State of Florida, is hereby expressly limited to that extent permitted by law without waiver of retained sovereign immunity in tort, pursuant to Op.Atty.Gen. 2000-22.

8. Miscellaneous Provisions.

8.1. No Rights in Public Generally. The rights, privileges, and easements declared, established, created, granted, and conveyed in this Agreement do not, are not intended to, and shall not be construed to create any rights, privileges, or easements in or for the benefit of the general public.

8.2. Notices. Any notice, report or demand required, permitted, or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is sent or delivered to the receiving party at the addresses set forth in the initial paragraph hereof and: (a) is sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. Mail; (b) is sent by overnight delivery using a nationally recognized overnight courier; or (c) is delivered by hand. Any Owner may change the address to which notices given under this Agreement shall be sent by providing written notification of such change

to the other Owner, which notification shall be effective on the fifth (5th) day after receipt by such other Owner of such notification.

8.3. Interpretations. In all cases, the provisions set forth or provided for in this Agreement shall be construed together and given that interpretation or construction which will best effect the intent of the parties hereto. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Owner by any court or other governmental authority by reason of such Owner's having or being deemed to have structured or dictated such provision.

8.4. Controlling Law. This Agreement shall be construed under and in accordance with the laws of the State of Florida.

8.5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical change required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

8.6. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement to any party or to any property shall be prohibited or be invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

8.7. No Waiver. No delay or failure on the part of either Owner to invoke any available right, power, or remedy in respect of a breach of this Agreement shall be held to be a waiver by such Owner of (or prevent such Owner from asserting) any right, power, or remedy available to it upon the recurrence or continuance of such breach or the occurrence of a different breach.

8.8. Remedies Cumulative. The rights, powers, and remedies provided in this Agreement shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise by a Owner of any particular right, power, or remedy shall not be deemed an election of remedies or to preclude such Owner's resort to other rights, powers, or remedies available to it.

8.9. Joinder of Mortgagees. All holders of mortgages encumbering any portion of the Property join in the execution of this Agreement in order to submit their interests in the Property to the terms of this Agreement, and such mortgages are hereby, without the necessity for any additional instrument, made subordinate and inferior to the terms of this Agreement. Any future mortgages shall automatically and similarly, without necessity of any additional instrument, be subject and subordinate to the terms of this Agreement.

8.10. Additional Documentation. Grantor and Grantee agree to execute any and all additional documentation reasonably necessary to effect the provisions hereof.

8.11. Estoppel Certificates; Amendments. Upon: (i) final satisfaction of any of the obligations of either Owner which are set forth in this Agreement; or (ii) the termination, continuation, location, or relocation of any of the easements granted herein pursuant to the terms

of this Agreement, either Owner may require the other Owner to execute and deliver an estoppel certificate, an amendment to this Agreement, or any other appropriate document or instrument, duly witnessed and notarized and in form sufficient for recordation in the public records of Hernando County, Florida, reflecting the satisfaction of such obligations or the termination, continuation, location, or relocation of such easements.

8.12. Attorney's Fees. In connection with any litigation arising out of or in connection with this Agreement, each party shall bear its own attorneys' fees and costs (including in trial, appellate, or bankruptcy proceedings).


8.13. Counterpart Execution. This Agreement may be executed in one or more counterparts and the signature of any party to any counterpart may be appended to any other counterpart, all of which counterparts when taken together shall equal one Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed and delivered this Agreement in their respective names as of the day and year first above written.

COUNTY:

HERNANDO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

 Karen Nicolai
Karen Nicolai, Clerk

By: [Signature]
Jeff Stabins, Chairman

(COUNTY SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: [Signature] 6/8/07
County Attorney's Office

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 8th day of June, 2007, by Jeff Stabins, as Chairman of HERNANDO COUNTY, a political subdivision of the State of Florida, on behalf of the County. He is either personally known to me or has produced as identification.

(SEAL)

Phyllis J. Vilardi
Phyllis J. Vilardi
Notary Public-State of Florida
Commission Number: DD369699

Approved for form and legal sufficiency:

[Signature] Dated: 6/8/07
County Attorney's Office

TWO WITNESSES:

BUYER:

Rhonda Chilson

Rhonda Chilson

(Print Name)

[Signature]

KENT A. EPPLEY

(Print Name)

55 Ponce De Leon, LLC, a Florida limited liability company

By: [Signature]

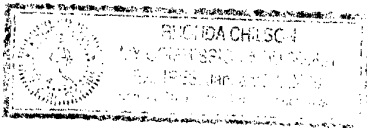
Bill Rain, President

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 11th day of June, 2007, by Bill Rain, as President of 55 Ponce De Leon, LLC, a Florida limited liability company, on behalf of the company. He is either personally known to me or has produced FDL as identification.

(SEAL)



Rhonda Chilson

Rhonda Chilson

Notary Public-State of Florida

Commission Number: DD 369851

EXHIBIT "A"

Legal description of the County Property

PARCEL "G" (FIRE DEPT. ADMINISTRATION BUILDING)

COMMING AT THE SOUTHWEST CORNER OF BLOCK 7, HALEMONT ADDITION SECTION No.2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 34, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE N00°19'43"W ALONG THE WEST LINE OF SAID BLOCK 7, A DISTANCE OF 181.19 FEET TO THE FACE OF A 1 STORY METAL AND CONCRETE BLOCK BUILDING AND THE POINT OF BEGINNING; THENCE RUN ALONG THE FACE OF SAID BUILDING THE FOLLOWING COURSES: N73°30'25"E, 159.15 FEET; N16°29'35"W, 40.00 FEET; S73°27'18"W, 80.10 FEET; N16°43'25"W, 44.70 FEET; S73°16'35"W, 40.10 FEET; S16°48'08"E, 44.50 FEET; S73°45'32"W, 50.20 FEET; S16°14'28"E, 40.30 FEET; THENCE N73°30'25"E, 11.05 FEET TO THE WEST LINE OF SAID BLOCK 7 AND THE POINT OF BEGINNING.

TOGETHER WITH AN ACCESS, DRAINAGE, AND UTILITY EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF LAMAR AVENUE AND THE EAST RIGHT-OF-WAY LINE OF DANIEL AVENUE WEST (ALSO KNOWN AS VETERANS AVE.), ACCORDING TO THE PLAT OF HALEMONT ADDITION SECTION No.2, RECORDED IN PLAT BOOK 5, PAGE 34, AND THE PLAT OF HALEMONT ADDITION, UNIT 3 AS RECORDED IN PLAT BOOK 17, PAGES 37-38, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE S24°08'09"E ALONG SAID EAST RIGHT-OF-WAY LINE, 12.30 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE 13.75 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 01°29'09", A RADIUS OF 530.00 FEET, AND A CHORD BEARING AND DISTANCE OF S23°22'27"E, 13.75 FEET TO THE POINT OF BEGINNING; THENCE N29°50'38"E, 6.98 FEET; THENCE N00°19'52"E, 39.36 FEET; THENCE S89°40'08"E, 37.46 FEET; THENCE N00°30'49"W, 25.09 FEET TO THE FACE OF A 1 STORY METAL BUILDING; THENCE ALONG THE FACE OF SAID BUILDING N73°30'25"E, 10.00 FEET; THENCE S18°32'02"E, 20.98 FEET; THENCE N54°53'24"E, 7.02 FEET; THENCE N03°11'29"E, 13.35 FEET; THENCE N13°12'07"W, 6.17 FEET TO THE FACE OF A 1 STORY METAL BUILDING; THENCE ALONG THE FACE OF SAID BUILDING N73°30'25"E, 10.13 FEET; THENCE S18°12'25"E, 12.12 FEET; THENCE S00°00'00"W, 46.73 FEET; THENCE S85°53'52"W, 32.97 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE 37.28 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 75°46'13", A RADIUS OF 28.19 FEET, AND A CHORD BEARING AND DISTANCE OF S37°17'46"W, 34.62 FEET; THENCE S00°50'34"E, 58.18 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID DANIEL AVENUE WEST (ALSO KNOWN AS VETERANS AVE.) SAID POINT ALSO BEING ON A CURVE CONCAVE TO THE SOUTHWEST; THENCE 70.65 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 07°38'17", A RADIUS OF 530.00 FEET, AND A CHORD BEARING AND DISTANCE OF N18°48'44"W, 70.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.20 ACRES MORE OR LESS.

EXHIBIT "B"

Legal description of the Buyer Property

PARCEL "A" (NORTH PARKING LOT)

LOTS 20 AND 21, BLOCK 3, HALEMONT ADDITION SECTION No.2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 34, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

CONTAINING 0.34 ACRES MORE OR LESS.

PARCEL "B" (MAIN HOSPITAL PROPERTY)

ALL OF BLOCK 4, ALL OF BLOCK 6, AND ALL OF BLOCK 7, HALEMONT ADDITION SECTION No.2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 34, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

AND ALSO

THOSE PORTIONS OF PALM AVENUE AND HENDRICKS ROAD VACATED AS PER RESOLUTION RECORDED IN O.R. BOOK 63, PAGE 400 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

HENDRICKS STREET FROM THE EAST BOUNDARY OF LAMAR AVENUE AS IT IS EXTENDED NORTH TO ITS INTERSECTION WITH THE SOUTH BOUNDARY OF LOT 16, BLOCK 4, EAST TO STATE ROAD 700,

AND

PALM AVENUE FROM THE NORTH BOUNDARY OF MAGNOLIA STREET TO IT'S INTERSECTION WITH HENDRICKS STREET, HALEMONT ADDITION SECTION 2, AS RECORDED IN PLAT BOOK 5, PAGE 34, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

LESS THE FOLLOWING DESCRIBED PROPERTY (FIRE DEPT. ADMINISTRATION BUILDING): COMMINCING AT THE SOUTHWEST CORNER OF BLOCK 7, HALEMONT ADDITION SECTION No.2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 34, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE N00°19'43"W ALONG THE WEST LINE OF SAID BLOCK 7, A DISTANCE OF 181.19 FEET TO THE FACE OF A 1 STORY METAL AND CONCRETE BLOCK BUILDING AND THE POINT OF BEGINNING; THENCE RUN ALONG THE FACE OF SAID BUILDING THE FOLLOWING COURSES: N73°30'25"E, 159.15 FEET; N16°29'35"W, 40.00 FEET; S73°27'18"W, 80.10 FEET; N16°43'25"W, 44.70 FEET; S73°16'35"W, 40.10 FEET; S16°48'08"E, 44.50 FEET; S73°45'32"W, 50.20 FEET; S16°14'28"E, 40.30 FEET; THENCE N73°30'25"E, 11.05 FEET TO THE WEST LINE OF SAID BLOCK 7 AND THE POINT OF BEGINNING.

SUBJECT TO A 10 FOOT FLORIDA POWER EASEMENT AS RECORDED IN O.R. BOOK 73, PAGE 102 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

SUBJECT TO A 10 FOOT FLORIDA POWER EASEMENT AS RECORDED IN O.R. BOOK 272, PAGE 528 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

SUBJECT TO ACCESS, DRAINAGE, AND UTILITY EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

OFFICIAL RECORDS
BK: 2454 PG: 444

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF LAMAR AVENUE AND THE EAST RIGHT-OF-WAY LINE OF DANIEL AVENUE WEST (ALSO KNOWN AS VETERANS AVE.), ACCORDING TO THE PLAT OF HALEMONT ADDITION SECTION No.2, RECORDED IN PLAT BOOK 5, PAGE 34, AND THE PLAT OF HALEMONT ADDITION, UNIT 3 AS RECORDED IN PLAT BOOK 17, PAGES 37-38, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE S24°08'09"E ALONG SAID EAST RIGHT-OF-WAY LINE, 12.30 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE 13.75 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 01°29'09", A RADIUS OF 530.00 FEET, AND A CHORD BEARING AND DISTANCE OF S23°22'27"E, 13.75 FEET TO THE POINT OF BEGINNING; THENCE N29°50'38"E, 6.98 FEET; THENCE N00°19'52"E, 39.36 FEET; THENCE S89°40'08"E, 37.46 FEET; THENCE N00°30'49"W, 25.09 FEET TO THE FACE OF A 1 STORY METAL BUILDING; THENCE ALONG THE FACE OF SAID BUILDING N73°30'25"E, 10.00 FEET; THENCE S18°32'02"E, 20.98 FEET; THENCE N54°53'24"E, 7.02 FEET; THENCE N03°11'29"E, 13.35 FEET; THENCE N13°12'07"W, 6.17 FEET TO THE FACE OF A 1 STORY METAL BUILDING; THENCE ALONG THE FACE OF SAID BUILDING N73°30'25"E, 10.13 FEET; THENCE S18°12'25"E, 12.12 FEET; THENCE S00°00'00"W, 46.73 FEET; THENCE S85°53'52"W, 32.97 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE 37.28 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 75°46'13", A RADIUS OF 28.19 FEET, AND A CHORD BEARING AND DISTANCE OF S37°17'46"W, 34.62 FEET; THENCE S00°50'34"E, 58.18 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID DANIEL AVENUE WEST (ALSO KNOWN AS VETERANS AVE.) SAID POINT ALSO BEING ON A CURVE CONCAVE TO THE SOUTHWEST; THENCE 70.65 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 07°38'17", A RADIUS OF 530.00 FEET, AND A CHORD BEARING AND DISTANCE OF N18°48'44"W, 70.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.98 ACRES MORE OR LESS.

AND

PARCEL "C" (BLOCK 8 EAST OF VETERANS AVE.)

THAT PORTION OF BLOCK 8, HALEMONT ADDITION SECTION No.2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 34, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, LYING EAST OF DANIEL AVENUE WEST (ALSO KNOWN AS VETERANS AVENUE), ACCORDING TO THE PLAT OF HALEMONT ADDITION, UNIT 3 AS RECORDED IN PLAT BOOK 17, PAGES 37-38, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

CONTAINING 0.40 ACRES MORE OR LESS.

AND

PARCEL "F" (LAMAR AVE. & HENDRICKS ST. TO BE VACATED)

THAT PORTION OF HENDRICKS STREET FROM THE EAST RIGHT-OF-WAY LINE OF WEST AVENUE AS IT IS EXTENDED SOUTH FROM LOT 14, BLOCK 4 TO IT'S INTERSECTION WITH THE NORTH BOUNDARY OF LOT 1, BLOCK 8, EASTERLY TO THE EAST BOUNDARY OF LAMAR AVENUE AS IT IS EXTENDED NORTH TO IT'S INTERSECTION WITH THE SOUTH BOUNDARY OF LOT 16, BLOCK 4, HALEMONT ADDITION SECTION 2, AS RECORDED IN PLAT BOOK 5, PAGE 34, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

AND

THAT PORTION OF LAMAR AVENUE FROM THE SOUTH RIGHT-OF-WAY OF HENDRICKS STREET AS IT EXTENDS FROM THE EAST BOUNDARY OF LOT 1, BLOCK 8, EASTERLY TO IT'S INTERSECTION WITH THE WEST BOUNDARY OF LOT 12, BLOCK 7, SOUTHERLY TO THE NORTH RIGHT-OF-WAY LINE OF MAGNOLIA STREET (ALSO KNOWN AS BENTON AVENUE) AS IT EXTENDS FROM THE SOUTH BOUNDARY OF LOT 7, BLOCK 7, HALEMONT ADDITION

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SECTION 2, AS RECORDED IN PLAT BOOK 5, PAGE 34, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, WESTERLY TO IT'S INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF DANIEL AVENUE WEST (ALSO KNOWN AS VERTERANS AVENUE), ACCORDING TO THE PLAT OF HALEMONT ADDITION, UNIT 3 AS RECORDED IN PLAT BOOK 17, PAGES 37-38, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA. ALL OF SAID PARCEL IS LYING EAST OF SAID EASTERLY RIGHT-OF-WAY LINE OF DANIEL AVENUE WEST (ALSO KNOWN AS VERTERANS AVENUE).

SUBJECT TO ACCESS, DRAINAGE, AND UTILITY EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF LAMAR AVENUE AND THE EAST RIGHT-OF-WAY LINE OF DANIEL AVENUE WEST (ALSO KNOWN AS VETERANS AVE.), ACCORDING TO THE PLAT OF HALEMONT ADDITION SECTION No.2, RECORDED IN PLAT BOOK 5, PAGE 34, AND THE PLAT OF HALEMONT ADDITION, UNIT 3 AS RECORDED IN PLAT BOOK 17, PAGES 37-38, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE S24°08'09"E ALONG SAID EAST RIGHT-OF-WAY LINE, 12.30 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE 13.75 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 01°29'09", A RADIUS OF 530.00 FEET, AND A CHORD BEARING AND DISTANCE OF S23°22'27"E, 13.75 FEET TO THE POINT OF BEGINNING; THENCE N29°50'38"E, 6.98 FEET; THENCE N00°19'52"E, 39.36 FEET; THENCE S89°40'08"E, 37.46 FEET; THENCE N00°30'49"W, 25.09 FEET TO THE FACE OF A 1 STORY METAL BUILDING; THENCE ALONG THE FACE OF SAID BUILDING N73°30'25"E, 10.00 FEET; THENCE S18°32'02"E, 20.98 FEET; THENCE N54°53'24"E, 7.02 FEET; THENCE N03°11'29"E, 13.35 FEET; THENCE N13°12'07"W, 6.17 FEET TO THE FACE OF A 1 STORY METAL BUILDING; THENCE ALONG THE FACE OF SAID BUILDING N73°30'25"E, 10.13 FEET; THENCE S18°12'25"E, 12.12 FEET; THENCE S00°00'00"W, 46.73 FEET; THENCE S85°53'52"W, 32.97 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE 37.28 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 75°46'13", A RADIUS OF 28.19 FEET, AND A CHORD BEARING AND DISTANCE OF S37°17'46"W, 34.62 FEET; THENCE S00°50'34"E, 58.18 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID DANIEL AVENUE WEST (ALSO KNOWN AS VETERANS AVE.) SAID POINT ALSO BEING ON A CURVE CONCAVE TO THE SOUTHWEST; THENCE 70.65 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 07°38'17", A RADIUS OF 530.00 FEET, AND A CHORD BEARING AND DISTANCE OF N18°48'44"W, 70.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.60 ACRES MORE OR LESS.

EXHIBIT "C"

Site Plan

