

**EIGHTH AMENDMENT  
TO ASSET SALE AND PURCHASE AGREEMENT**

This Eight Amendment to Asset Sale and Purchase Agreement ("Amendment") is entered into as of October 18, 2017 (the "Amendment Effective Date"), by and between AVATAR PROPERTIES INC., a Florida corporation ("Seller") and POINCIANA COMMUNITY DEVELOPMENT DISTRICT, a special-purpose unit of local government established under Chapter 190, Florida Statutes ("Buyer").

**RECITALS**

A. Seller and Buyer entered into that certain *Asset Sale and Purchase Agreement* (the "Original Agreement") with an Effective Date of December 5, 2016, as amended by that certain *First Amendment to Asset Sale and Purchase Agreement* with an effective date of February 24, 2017, that certain *Second Amendment to Asset Sale and Purchase Agreement* with an effective date of March 15, 2017, that certain *Third Amendment to Asset Sale and Purchase Agreement* with an effective date of April 19, 2017, that certain *Fourth Amendment to Asset Sale and Purchase Agreement* with an effective date of May 17, 2017, that certain *Fifth Amendment to Asset Sale and Purchase Agreement* with an effective date of June 21, 2017, that certain *Sixth Amendment to Asset Sale and Purchase Agreement* with an effective date of July 26, 2017, and that certain *Seventh Amendment to Asset Sale and Purchase Agreement* with an effective date of September 20, 2017 (collectively, the "Agreement"), with respect to the sale of the Purchased Assets, as defined in the Agreement from Seller to Buyer.

B. Seller and Buyer wish to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing, the promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. Bonds. The definition of "Bonds" set forth in Section 1.1(xiii) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Bonds" shall mean the Buyer's Tax-Exempt Special Assessment Bonds to be issued, in one or two series issued simultaneously, in a principal amount not to exceed Ninety-five Million Five Hundred Twenty Thousand and No/100 Dollars (\$95,520,000.00) and with an interest rate not to exceed a rate approved by Buyer, in its sole discretion, the proceeds of which shall be used to acquire the Purchased Assets and construct and reconstruct the Planned Community Improvements."

2. Purchase Price. The definition of "Purchase Price" set forth in Section 1.1(lxxvii) of the Agreement is hereby deleted in its entirety and replaced with the following:

“Purchase Price” means the amount of SEVENTY TWO MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$72,900,000.00).

3. Equalization Amount. The definition of “Equalization Amount” set forth in Section 1.1(xxxvi) is hereby deleted in its entirety.

4. Funding Agreement. The definition of “Funding Agreement” set forth in Section 1.1(xliv) is hereby deleted in its entirety and replaced with the following:

““Funding Agreement” means that certain Bond Financing Team Funding Agreement dated April 20, 2016 by and between Seller and Buyer, as amended from time to time.”

5. Inspection Completion Date. The definition of “Inspection Completion Date” set forth in Section 1.1(xlix) of the Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

“Inspection Completion Date” means 5:00 p.m., Eastern time on March 1, 2018.”

6. Bond Validation Date. Simultaneously with the Amendment Effective Date of this Amendment, Seller hereby elects to extend the Validation Date to March 1, 2018.

7. Project Management Agreement. The definition of “Project Management Agreement” set forth in Section 1.1(lxxi) is hereby deleted in its entirety.

8. Project Manager. The definition of “Project Manager” set forth in Section 1.1(lxxii) is hereby deleted in its entirety.

9. Project Management Duties. The definition of “Project Management Duties” set forth in Section 1.1(lxxiii) is hereby deleted in its entirety.

10. Project Management Fee. The definition of “Project Management Fee” set forth in Section (lxxiv) is hereby deleted in its entirety.

11. Purchase Price. Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

### “3.1 PURCHASE PRICE

Buyer shall pay the Purchase Price in cash at Closing by wire transfer of funds, subject to prorations and adjustments as described in this Agreement. During the Inspection Period, Buyer and Seller shall cooperate to allocate the Purchase Price between the Land, Improvements and Personal Property, and reduce to writing such allocation, which allocation shall be made a part of this Agreement; provided, however, that

any such allocation shall not be a condition to Closing and, in the event the parties are unable to reach agreement on an allocation, each party shall be permitted to allocate the Purchase Price in their reasonable discretion following Closing.”

12. Employee Leasing. Sections 4.3(i) and 4.3(ii) are hereby deleted in their entirety and replaced with the following:

“(i) Seller and Buyer shall have entered into an employee leasing agreement (the “Employee Leasing Agreement”) and Buyer has funded an acquisition and construction account from proceeds of the Bonds in an amount equal to no less than Eleven Million One Hundred Eighty-Five Thousand Five Hundred Forty-Three and No/100 Dollars (\$11,185,543.00) (the “Construction Fund”) to fund the construction, reconstruction, development and installation of the Planned Community Improvements. The parties agree and acknowledge that Buyer shall undertake to complete the Planned Community Improvements no later than three (3) years following Closing. The terms and conditions of the Employee Leasing Agreement shall require that Seller provide one or more employees (the “Seller Employees”) to assist Buyer with respect to the planning, construction, reconstruction and development of the Planned Community Improvements. In this capacity, the leased employees shall oversee all design, development, construction and installation of the Planned Community Improvements; provided, however, that (a) neither Seller nor the leased employees shall directly perform any architectural, engineering, or other work which would be subject to the Consultants Competitive Negotiation Act, pursuant to Section 287.055, Florida Statutes and (b) Buyer shall be responsible for complying with all applicable laws, rules, regulations and ordinances of governmental agencies having jurisdiction over the Planned Community Improvements, including but not limited to any competitive bidding and solicitation requirements set forth in Section 190.033, Florida Statutes;

(ii) Seller and Buyer shall have agreed upon the general nature, extent and scope of the Planned Community Improvements, including but not limited to such conceptual plans and specifications as are necessary for the district engineer to prepare an opinion of probable costs relating thereto in connection with the issuance of the Bonds (collectively, the “Conceptual Plans”). Following agreement on the Conceptual Plans and Closing, the Seller Employees shall assist Buyer in managing and coordinating all aspects of the planning, construction and development of the Planned Community Improvements, including but not limited to: (i) coordinating the preparation of all conceptual drawings, design development drawings, schematic drawings, and construction drawings (collectively, the “Final Plans”) relating to the Planned Community Improvements; (ii) seeking any and all final and non-appealable consents, permits (specifically including building permits), licenses, land use, zoning and other approvals

and enactment of any ordinances and other governmental action required to construct and develop the Planned Community Improvements (the "Entitlements"); (iii) obtaining bids for all work, material and services to be performed in connection with the construction and development of the Planned Community Improvements in accordance with the Final Plans; (iv) preparing budgets for the Planned Community Improvements; (v) recommending for selection and retention by Buyer of the necessary professionals, including but not limited to the general contractor, architect, engineer, landscape architect and other project planners, to complete the Final Plans and construct and install the Planned Community Improvements; and (vi) overseeing and coordinating the construction and installation of the Planned Community Improvements, including making and approving change orders to the Final Plans, as required during the course of construction and installation of the Planned Community Improvements in order to construct and install the Planned Community Improvements materially in accordance with the Final Plans (collectively, the "Duties"). Seller shall be entitled to receive a fee under the Employee Leasing Agreement in an amount equal to the direct overhead expense incurred by Seller with respect to the Seller Employees; provided, however, that in no event shall the fees for such services exceed Fifty Thousand Dollars (\$50,000.00). All costs and expenses incurred in connection with the construction and development of the Planned Community Improvements, including all costs incurred in connection with the performance by Seller of the Duties, shall be the obligation of Buyer; provided, however, that such costs and expenses shall, in no event, exceed the Construction Fund. Following approval of the Final Plans by Buyer, no changes, revisions, or alteration to such Final Plans shall be permitted, except as may be required by applicable law in connection with obtaining the Entitlements, without the express written consent of Buyer. The terms and provisions of this subsection (ii) shall be incorporated into the Employee Leasing Agreement;"

13. Special Assessments Paid by Seller Post-Closing. Section 4.7 is hereby deleted in its entirety and replaced with the following:

"From and after Closing, the Parties agree that the Platted Lots and Planned Lots owned by Seller (the "Retained Lots") shall be subject to the levy of special assessments associated with the Bonds; provided, however, that the initial principal amount of the Bonds allocated to each Retained Lot shall be no more than the initial principal amount allocated to a non-Retained Lot within the Community. The parties agree that the individual lots comprising the Retained Lots will be subject to the levy of special assessments for operations and maintenance ("Amenity O&M Assessments") of the Purchased Assets or Planned Community Improvements as to each lot on a fair and equitable basis and consistent with Amenity O&M Assessments levied and collected against all other non-Retained Lots within the Community. All Planned Lots owned by Seller which are intended to be

developed as residential lots shall be subject to the levy of special assessments as more particularly set forth in the assessment methodology to be adopted by the Buyer in connection with the issuance of the Bonds, which special assessments shall subsequently be allocated to the Planned Lots as such Planned Lots are platted. Seller agrees that in connection with any partial or full fiscal year of the Districts during which the Districts will certify for direct collection the Amenity O&M Assessments levied on the Retained Lots then owned by Seller, Seller will pay such Amenity O&M Assessments in full on or before their due date designated by the District for a partial fiscal year or by October 1 for a full fiscal year. Seller agrees to, and waives any objection to, the Districts certifying Amenity O&M Assessments levied against the Retained Lots for direct collection in any partial fiscal year during which the Closing occurs or for any full fiscal year thereafter for which, in the District's sole discretion, payment in full on the Retained Lots on or before their due dates is necessary to maintain adequate cash flows to pay for the operations and maintenance expenses of the District associated with the Purchased Assets. Seller agrees to provide, in connection with Closing, legal descriptions for Seller's Retained Lots prior to Closing."

14. Land. Exhibit C of the Agreement is hereby deleted in its entirety and replaced with Replacement Exhibit C attached hereto and incorporated herein by reference.

15. Seller's Litigation Update. In accordance with Section 6.11 of the Agreement, Exhibit O of the Agreement is hereby revised to include the following: *Second Amendment Class Action Complaint and Demand for Jury Trial filed in the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida, Civil Division, Case No. 17-CA-001446.*

16. Ratification. Except as modified hereby, all terms and conditions of the Agreement are hereby ratified and confirmed and remain in full force and effect. In the event of any conflict between any term set forth in the Agreement and this Amendment, the terms of this Amendment shall control.

17. Counterparts/ Facsimile. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document. Execution and delivery of this Amendment may be accomplished via electronic transmission.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Seller and Buyer have each caused this Amendment to be duly executed on their respective behalves by their respective duly authorized officers.

**SELLER:**

**AVATAR PROPERTIES INC.,**  
a Florida corporation

By: *Roger A. Cress*  
Name: ROGER A. CRESS  
Title: President

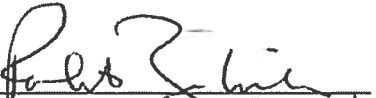
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BUYER:**

**POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT**, a  
special purpose unit of local government  
established pursuant to Chapter 190,  
Florida Statutes

Attest:

  
\_\_\_\_\_  
Secretary

By:   
Printed Name: Robert Zimmerman  
Title: Chairman

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## REPLACEMENT EXHIBIT C

### LEGAL DESCRIPTION OF THE LAND

#### PARCEL 1:

A PORTION OF TRACT C, TRACT LK-B AND VILLAGE DRIVE, SOLIVITA PHASE I, AS RECORDED IN PLAT BOOK 112, PAGES 1 THROUGH 14 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT C; THENCE ALONG THE NORTH LINE OF TRACT C S 72°46'36" E, A DISTANCE OF 15.48 FEET TO THE POINT OF BEGINNING; THENCE N 18°06'13" E, A DISTANCE OF 5.99 FEET TO THE SOUTH BACK OF CURB OF VILLAGE DRIVE, AS IT EXISTS ON MAY 26, 2016; THENCE ALONG SAID BACK OF CURVE LINE THE FOLLOWING THIRTEEN (13) COURSES; THENCE S 72°42'14" E, A DISTANCE OF 14.15 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 4.00 FEET, A CHORD BEARING OF S 37°06'28" E, AND A CHORD LENGTH OF 4.65 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°03'10" FOR AN ARC LENGTH OF 4.96 FEET TO THE POINT OF TANGENCY; THENCE S 01°34'54" E, A DISTANCE OF 5.59 FEET; THENCE S 72°37'58" E, A DISTANCE OF 22.70 FEET; THENCE N 36°13'26" E, A DISTANCE OF 4.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 6.00 FEET, A CHORD BEARING OF N 71°36'27" E, AND A CHORD LENGTH OF 6.95 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°46'01" FOR AN ARC LENGTH OF 7.41 FEET TO THE POINT OF TANGENCY; THENCE S 73°00'33" E, A DISTANCE OF 35.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6.00 FEET, A CHORD BEARING OF S 35°36'00" E, AND A CHORD LENGTH OF 7.29 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°49'05" FOR AN ARC LENGTH OF 7.83 FEET TO THE POINT OF TANGENCY; THENCE S 01°48'33" W, A DISTANCE OF 3.83 FEET; THENCE S 73°11'04" E, A DISTANCE OF 111.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 6.00 FEET, A CHORD BEARING OF N 57°00'02" E, AND A CHORD LENGTH OF 9.16 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°28'48" FOR AN ARC LENGTH OF 10.42 FEET TO THE POINT OF TANGENCY; THENCE S 73°15'38" E, A DISTANCE OF 24.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6.00 FEET, A CHORD BEARING OF S 28°30'56" E, AND A CHORD LENGTH OF 8.45 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°29'16" FOR AN ARC LENGTH OF 9.37 FEET TO THE BOUNDARY LINE OF TRACT C; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING SEVENTY-SIX (76) COURSES; S 72°46'36" E, A DISTANCE OF 7.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 151.00 FEET, A CHORD BEARING OF S 50°16'35" E, AND A CHORD LENGTH OF 115.57 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'03" FOR AN ARC LENGTH OF 118.60 FEET TO THE POINT OF TANGENCY; THENCE S 27°46'33" E, A DISTANCE OF 78.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 107.00 FEET, A CHORD BEARING OF S 41°31'29" E, AND A CHORD LENGTH OF 50.86 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°29'52" FOR AN ARC LENGTH OF 51.35 FEET TO THE POINT OF TANGENCY; THENCE S 34°43'35" W, A DISTANCE OF 8.00 FEET; THENCE S 55°16'25" E, A DISTANCE OF 43.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 420.00 FEET, A CHORD BEARING OF S 74°56'51" E, AND A CHORD LENGTH OF 282.80 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°20'50" FOR AN ARC LENGTH OF 288.43



FEET TO THE POINT OF TANGENCY; THENCE N 85°22'44" E, A DISTANCE OF 231.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1174.00 FEET, A CHORD BEARING OF N 80°07'57" E, AND A CHORD LENGTH OF 214.70 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°29'34" FOR AN ARC LENGTH OF 215.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 748.00 FEET, A CHORD BEARING OF N 82°45'09" E, AND A CHORD LENGTH OF 204.75 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°43'58" FOR AN ARC LENGTH OF 205.39 FEET TO THE POINT OF TANGENCY; THENCE S 89°22'52" E, A DISTANCE OF 88.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, A CHORD BEARING OF S 44°49'15" E, AND A CHORD LENGTH OF 49.12 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°07'14" FOR AN ARC LENGTH OF 54.44 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 11572.61 FEET, A CHORD BEARING OF S 00°38'43" E, AND A CHORD LENGTH OF 155.41 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°46'10" FOR AN ARC LENGTH OF 155.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2512.00 FEET, A CHORD BEARING OF S 01°17'16" W, AND A CHORD LENGTH OF 203.17 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°38'07" FOR AN ARC LENGTH OF 203.22 FEET TO THE POINT OF TANGENCY; THENCE N 86°13'25" W, A DISTANCE OF 41.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 71.09 FEET, A CHORD BEARING OF N 18°29'23" W, AND A CHORD LENGTH OF 32.76 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°38'34" FOR AN ARC LENGTH OF 33.06 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF N 39°19'51" W, AND A CHORD LENGTH OF 13.09 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°02'21" FOR AN ARC LENGTH OF 13.12 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 84.02 FEET, A CHORD BEARING OF N 81°05'39" W, AND A CHORD LENGTH OF 94.56 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°29'15" FOR AN ARC LENGTH OF 100.44 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 134.63 FEET, A CHORD BEARING OF S 25°49'12" W, AND A CHORD LENGTH OF 168.88 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°41'03" FOR AN ARC LENGTH OF 182.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 80.79 FEET, A CHORD BEARING OF S 20°58'14" W, AND A CHORD LENGTH OF 84.29 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°53'20" FOR AN ARC LENGTH OF 88.68 FEET TO THE POINT OF TANGENCY; THENCE S 55°59'35" W, A DISTANCE OF 37.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 69.78 FEET, A CHORD BEARING OF S 25°17'47" W, AND A CHORD LENGTH OF 73.24 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°18'31" FOR AN ARC LENGTH OF 77.10 FEET TO THE POINT OF TANGENCY; THENCE S 07°59'37" E, A DISTANCE OF 164.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF S 25°03'16" E, AND A CHORD LENGTH OF 29.34 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°07'24" FOR AN ARC LENGTH OF 29.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 101.38 FEET, A CHORD BEARING OF S 17°55'27" E, AND A CHORD LENGTH OF 82.94 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°17'28" FOR AN ARC LENGTH OF 85.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 294.00 FEET, A CHORD BEARING OF S 08°03'43" E, AND A CHORD LENGTH OF 122.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°56'59" FOR AN ARC LENGTH OF 122.89 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE

NORTHEASTERLY, HAVING A RADIUS OF 69.00 FEET, A CHORD BEARING OF S 40°51'50" E, AND A CHORD LENGTH OF 49.07 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°39'29" FOR AN ARC LENGTH OF 50.17 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8.00 FEET, A CHORD BEARING OF S 25°23'05" E, AND A CHORD LENGTH OF 9.47 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°34'49" FOR AN ARC LENGTH OF 10.13 FEET TO THE POINT OF TANGENCY; THENCE S 10°55'18" W, A DISTANCE OF 9.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.49 FEET, A CHORD BEARING OF S 34°04'42" E, AND A CHORD LENGTH OF 36.05 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC LENGTH OF 40.04 FEET TO THE POINT OF TANGENCY; THENCE S 79°04'42" E, A DISTANCE OF 19.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.49 FEET, A CHORD BEARING OF N 55°55'18" E, AND A CHORD LENGTH OF 36.05 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC LENGTH OF 40.04 FEET TO THE POINT OF TANGENCY; THENCE N 10°55'18" E, A DISTANCE OF 9.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 8.00 FEET, A CHORD BEARING OF N 46°03'38" E, AND A CHORD LENGTH OF 9.21 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°16'40" FOR AN ARC LENGTH OF 9.81 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 58.00 FEET, A CHORD BEARING OF N 43°40'11" E, AND A CHORD LENGTH OF 70.66 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°03'35" FOR AN ARC LENGTH OF 75.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 139.00 FEET, A CHORD BEARING OF N 03°13'17" W, AND A CHORD LENGTH OF 45.22 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°43'20" FOR AN ARC LENGTH OF 45.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 459.00 FEET, A CHORD BEARING OF N 07°45'42" W, AND A CHORD LENGTH OF 77.15 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°38'30" FOR AN ARC LENGTH OF 77.24 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 459.00 FEET, A CHORD BEARING OF N 04°45'55" E, AND A CHORD LENGTH OF 123.10 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°24'44" FOR AN ARC LENGTH OF 123.47 FEET TO THE POINT OF TANGENCY; THENCE N 09°22'10" E, A DISTANCE OF 179.55 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF N 04°51'48" W, AND A CHORD LENGTH OF 48.04 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'48" FOR AN ARC LENGTH OF 48.51 FEET TO THE POINT OF TANGENCY; THENCE N 18°45'47" W, A DISTANCE OF 46.28 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 98.65 FEET, A CHORD BEARING OF N 05°25'46" E, AND A CHORD LENGTH OF 76.05 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°20'38" FOR AN ARC LENGTH OF 78.07 FEET TO THE POINT OF TANGENCY; THENCE N 37°40'51" E, A DISTANCE OF 22.10 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 71.09 FEET, A CHORD BEARING OF N 20°17'23" E, AND A CHORD LENGTH OF 32.81 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°04'49" FOR AN ARC LENGTH OF 33.10 FEET; THENCE S 86°13'25" E, A DISTANCE OF 41.09 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2512.00 FEET, A CHORD BEARING OF S 08°04'58" W, AND A CHORD LENGTH OF 362.28 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°16'13" FOR AN ARC LENGTH OF 362.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 615.87 FEET, A CHORD BEARING OF S 05°00'06" W, AND A CHORD LENGTH OF 154.72 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°25'56" FOR AN ARC LENGTH OF 155.13 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE

CONCAVE EASTERLY, HAVING A RADIUS OF 615.87 FEET, A CHORD BEARING OF S 16°02'52" E, AND A CHORD LENGTH OF 294.50 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°39'59" FOR AN ARC LENGTH OF 297.38 FEET TO THE POINT OF TANGENCY; THENCE S 29°52'51" E, A DISTANCE OF 240.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1383.00 FEET, A CHORD BEARING OF S 29°32'12" E, AND A CHORD LENGTH OF 16.61 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°41'18" FOR AN ARC LENGTH OF 16.61 FEET; THENCE N 50°09'34" W, A DISTANCE OF 42.99 FEET; THENCE N 50°09'34" W, A DISTANCE OF 83.32 FEET; THENCE N 41°29'57" W, A DISTANCE OF 64.75 FEET; THENCE N 51°19'59" W, A DISTANCE OF 67.92 FEET; THENCE N 50°12'11" W, A DISTANCE OF 72.10 FEET; THENCE N 11°20'58" W, A DISTANCE OF 33.90 FEET; THENCE N 64°44'04" W, A DISTANCE OF 46.63 FEET; THENCE N 75°01'19" W, A DISTANCE OF 51.56 FEET; THENCE N 62°28'18" W, A DISTANCE OF 55.60 FEET; THENCE N 39°53'09" W, A DISTANCE OF 58.26 FEET; THENCE N 04°50'55" W, A DISTANCE OF 48.23 FEET; THENCE N 23°27'39" W, A DISTANCE OF 86.87 FEET; THENCE N 39°42'55" E, A DISTANCE OF 51.60 FEET; THENCE N 29°00'01" W, A DISTANCE OF 64.13 FEET; THENCE S 42°49'28" W, A DISTANCE OF 54.60 FEET; THENCE N 71°22'57" W, A DISTANCE OF 64.27 FEET; THENCE S 17°17'32" E, A DISTANCE OF 56.36 FEET; THENCE S 17°17'32" E, A DISTANCE OF 16.44 FEET; THENCE N 63°30'46" W, A DISTANCE OF 371.35 FEET; THENCE S 84°18'05" W, A DISTANCE OF 94.49 FEET; THENCE N 46°10'03" W, A DISTANCE OF 745.80 FEET; THENCE N 44°18'11" W, A DISTANCE OF 34.66 FEET; THENCE N 32°55'06" W, A DISTANCE OF 150.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 116.47 FEET, A CHORD BEARING OF N 30°07'16" E, AND A CHORD LENGTH OF 85.37 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°59'53" FOR AN ARC LENGTH OF 87.40 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 97.66 FEET, A CHORD BEARING OF N 14°31'12" W, AND A CHORD LENGTH OF 76.76 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°17'02" FOR AN ARC LENGTH OF 78.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.50 FEET, A CHORD BEARING OF N 23°42'52" W, AND A CHORD LENGTH OF 55.20 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°53'42" FOR AN ARC LENGTH OF 55.75 FEET TO THE POINT OF TANGENCY; THENCE LEAVING THE SAID BOUNDARY LINE OF TRACT C N 09°46'01" W, A DISTANCE OF 105.48 FEET; THENCE N 14°17'23" E, A DISTANCE OF 75.77 FEET; THENCE N 18°06'13" E, A DISTANCE OF 17.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS HAVING AN AREA OF 971,169.80 SQUARE FEET OR 22.295 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF TRACT D, TRACT E AND VILLAGE DRIVE, SOLIVITA PHASE I, AS RECORDED IN PLAT BOOK 112, PAGES 1 THROUGH 14 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT E; THENCE S 72°46'36" E, ALONG THE SOUTH LINE OF TRACT E A DISTANCE OF 13.99 FEET TO THE POINT OF BEGINNING; THENCE N 18°06'13" E, A DISTANCE OF 44.22 FEET; THENCE S 72°46'36" E, A DISTANCE OF 21.93 FEET; THENCE N 18°06'13" E, A DISTANCE OF 43.52 FEET; THENCE S 72°46'36" E, A DISTANCE OF 74.73 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 68.91 FEET, A CHORD BEARING OF N 70°19'22" E, AND A CHORD LENGTH OF 61.86 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°20'04" FOR AN ARC LENGTH OF 64.15 FEET TO THE POINT OF TANGENCY; THENCE S 83°00'35" E, A DISTANCE OF 83.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CHORD BEARING OF S 52°00'25" E,

AND A CHORD LENGTH OF 113.32 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°00'21" FOR AN ARC LENGTH OF 119.04 FEET TO A POINT BEING ON THE BACK OF CURB LINE EXTENDED OF A CURB ON THE NORTH SIDE OF A PARKING AREA; THENCE LEAVING SAID CURVE RUN ALONG SAID BACK OF CURB AS EXISTING MAY 26, 2016 THE FOLLOWING FIVE (5) COURSES; S 62°06'30" W, A DISTANCE OF 85.43 FEET; THENCE S 27°12'43" E, A DISTANCE OF 13.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 4.00 FEET, A CHORD BEARING OF S 17°35'49" W, AND A CHORD LENGTH OF 5.64 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°37'03" FOR AN ARC LENGTH OF 6.26 FEET TO THE POINT OF TANGENCY; THENCE S 62°24'20" W, A DISTANCE OF 38.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 6.00 FEET, A CHORD BEARING OF S 84°45'42" W, AND A CHORD LENGTH OF 4.56 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°42'42" FOR AN ARC LENGTH OF 4.68 FEET TO THE POINT OF TANGENCY, SAID POINT BEING ON THE BACK OF CURB LINE ON THE VILLAGE DRIVE, AS BUILT IN MAY, 2016; THENCE ALONG SAID BACK OF CURB LINE THE FOLLOWING SEVEN (7) COURSES; N 72°52'57" W, A DISTANCE OF 92.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 4.00 FEET, A CHORD BEARING OF N 35°25'40" W, AND A CHORD LENGTH OF 4.87 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°54'34" FOR AN ARC LENGTH OF 5.23 FEET TO THE POINT OF TANGENCY; THENCE N 02°01'36" E, A DISTANCE OF 5.55 FEET; THENCE N 72°42'40" W, A DISTANCE OF 88.83 FEET; THENCE S 30°24'55" W, A DISTANCE OF 4.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 4.00 FEET, A CHORD BEARING OF S 68°51'53" W, AND A CHORD LENGTH OF 4.97 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°53'56" FOR AN ARC LENGTH OF 5.37 FEET TO THE POINT OF TANGENCY THENCE N 72°41'09" W, A DISTANCE OF 61.66 FEET; THENCE N 18°06'13" E, A DISTANCE OF 4.49 FEET TO THE POINT OF BEGINNING.

SAID LANDS HAVING AN AREA OF 34,253.89 SQUARE FEET OR 0.786 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF TRACT M TRACT LK-B AND VILLAGE DRIVE, SOLIVITA PHASE I, AS RECORDED IN PLAT BOOK 112, PAGES 1 THROUGH 14 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT M; THENCE ALONG THE NORTH LINE OF TRACT M N 72°46'36" W, A DISTANCE OF 16.96 FEET TO THE POINT OF BEGINNING; THENCE S 17°22'52" W, A DISTANCE OF 20.25 FEET; THENCE S 72°51'52" W, A DISTANCE OF 62.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF S 35°06'05" W, AND A CHORD LENGTH OF 73.49 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°31'35" FOR AN ARC LENGTH OF 79.09 FEET TO THE POINT OF TANGENCY; THENCE S 02°39'43" E, A DISTANCE OF 26.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 65.00 FEET, A CHORD BEARING OF S 54°09'16" W, AND A CHORD LENGTH OF 108.80 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 113°37'58" FOR AN ARC LENGTH OF 128.91 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 55.00 FEET, A CHORD BEARING OF S 85°55'10" W, AND A CHORD LENGTH OF 46.58 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°06'11" FOR AN ARC LENGTH OF 48.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF S 77°38'22" W, AND A CHORD LENGTH OF 25.97 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF

33°32'36" FOR AN ARC LENGTH OF 26.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF N 57°52'23" W, AND A CHORD LENGTH OF 93.02 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°25'55" FOR AN ARC LENGTH OF 96.75 FEET TO THE POINT OF TANGENCY; THENCE N 30°09'26" W, A DISTANCE OF 30.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 52.99 FEET, A CHORD BEARING OF N 44°48'32" W, AND A CHORD LENGTH OF 26.81 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°18'13" FOR AN ARC LENGTH OF 27.10 FEET; THENCE N 17°10'24" E, A DISTANCE OF 9.78 FEET TO THE NORTH BOUNDARY LINE OF TRACT LK-B; THENCE LEAVING SAID LINE N 17°10'24" E, A DISTANCE OF 206.11 FEET TO THE SOUTH BACK OF CURB LINE OF VILLAGE DRIVE AS IT EXISTS ON MAY 26, 2016, PER THE AFORESAID PLAT OF SOLIVITA PHASE I THENCE ALONG SAID BACK OF CURVE LINE THE FOLLOWING THIRTEEN (13) COURSES; S 72°49'23" E, A DISTANCE OF 150.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3.00 FEET, A CHORD BEARING OF S 35°15'21" E, AND A CHORD LENGTH OF 3.66 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°08'06" FOR AN ARC LENGTH OF 3.93 FEET TO THE POINT OF TANGENCY; THENCE S 02°18'42" W, A DISTANCE OF 5.89 FEET; THENCE S 72°54'12" E, A DISTANCE OF 68.18 FEET; THENCE N 31°44'38" E, A DISTANCE OF 5.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 3.00 FEET, A CHORD BEARING OF N 69°09'17" E, AND A CHORD LENGTH OF 3.65 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°49'18" FOR AN ARC LENGTH OF 3.92 FEET TO THE POINT OF TANGENCY; THENCE S 73°26'04" E, A DISTANCE OF 12.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 4.00 FEET, A CHORD BEARING OF S 34°12'19" E, AND A CHORD LENGTH OF 5.06 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°27'30" FOR AN ARC LENGTH OF 5.48 FEET TO THE POINT OF TANGENCY; THENCE S 05°01'26" W, A DISTANCE OF 4.78 FEET; THENCE S 72°31'24" E, A DISTANCE OF 67.43 FEET; THENCE N 29°14'38" E, A DISTANCE OF 5.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 4.00 FEET, A CHORD BEARING OF N 68°16'12" E, AND A CHORD LENGTH OF 5.04 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°03'08" FOR AN ARC LENGTH OF 5.45 FEET TO THE POINT OF TANGENCY; THENCE S 72°42'14" E, A DISTANCE OF 15.73 FEET; THENCE LEAVING THE BACK OF CURB LINE S 17°22'52" W, A DISTANCE OF 6.06 FEET TO THE POINT OF BEGINNING.

SAID LANDS HAVING AN AREA OF 68,375.80 SQUARE FEET OR 1.570 ACRES, MORE OR LESS.

TOGETHER WITH: TRACT AC-4, SOLIVITA PHASE I, AS RECORDED IN PLAT BOOK 112, PAGES 1 THROUGH 14 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 2:

TRACT A-1, SOLIVITA PHASE 7G-1, PLAT BOOK 143, PAGES 13-15, POLK COUNTY, FLORIDA.

PARCEL 3:

TRACT H, SOLIVITA PHASE I, PLAT BOOK 112, PAGES 1-14, POLK COUNTY, FLORIDA.

PARCEL 4:

TRACT L, SOLIVITA PHASE I, PLAT BOOK 112, PAGES 1-14, POLK COUNTY, FLORIDA.

PARCEL 5:

TRACT A, SOLIVITA PHASE IVB, PLAT BOOK 121, PAGES 2-6, POLK COUNTY, FLORIDA.

LESS AND EXCEPT:

BEGIN AT THE NORTHWEST CORNER OF TRACT A, SOLIVITA PHASE IVB, AS RECORDED IN PLAT BOOK 121, PAGES 2 THROUGH 6 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 73.00 FEET, A CHORD BEARING OF S 71°48'40" E AND A CHORD DISTANCE OF 39.47 FEET; THENCE ALONG SAID CURVE, ALSO BEING THE RIGHT OF WAY LINE OF VINEYARD WAY PER SAID PLAT, THROUGH A CENTRAL ANGLE OF 31°22'12" FOR AN ARC DISTANCE OF 39.97 FEET; THENCE LEAVING SAID CURVE AND SAID RIGHT OF WAY LINE S 01°20'51" E A DISTANCE OF 30.97 FEET, THENCE N 89°40'06" W A DISTANCE OF 38.48 FEET TO THE WEST LINE OF SAID TRACT A; THENCE ALONG THE WEST LINE N 00°19'54" E A DISTANCE OF 43.06 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

COMMENCE AT THE NORTHWEST CORNER OF TRACT A, SOLIVITA PHASE IVB, AS RECORDED IN PLAT BOOK 121, PAGES 2 THROUGH 6 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 73.00 FEET, A CHORD BEARING OF S 67°45'29" E AND A CHORD DISTANCE OF 49.31 FEET; THENCE ALONG SAID CURVE ALSO BEING THE RIGHT OF WAY LINE OF VINEYARD WAY PER SAID PLAT, THROUGH A CENTRAL ANGLE OF 39°28'35" FOR AN ARC DISTANCE OF 50.30 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 73.00 FEET, A CHORD BEARING OF S 37°23'14" E AND A CHORD DISTANCE OF 26.94 FEET; THENCE ALONG SAID CURVE ALSO BEING THE RIGHT OF WAY LINE OF VINEYARD WAY PER SAID PLAT THROUGH A CENTRAL ANGLE OF 21°15'56" FOR AN ARC DISTANCE OF 27.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 177.00 FEET A CHORD BEARING OF S 22°37'44" E AND A CHORD DISTANCE OF 25.47 FEET; THENCE ALONG SAID CURVE ALSO BEING THE RIGHT OF WAY LINE OF VINEYARD WAY PER SAID PLAT THROUGH A CENTRAL ANGLE OF 08°15'04" FOR AN ARC DISTANCE OF 25.49 FEET TO THE CUSP OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 28.95 FEET A CHORD BEARING OF N 30°12'59" W AND A CHORD DISTANCE OF 51.97 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 127°41'59" FOR AN ARC DISTANCE OF 64.52 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

TRACT A, SOLIVITA PHASE IIA, PLAT BOOK 115, PAGES 9-11, POLK COUNTY, FLORIDA.

PARCEL 7:

TRACT A, SOLIVITA PHASE IIC, PLAT BOOK 118, PAGES 12-16, POLK COUNTY, FLORIDA.

PARCEL 8:

TRACT A, SOLIVITA PHASE IID, PLAT BOOK 118, PAGES 17-20, POLK COUNTY, FLORIDA.

PARCEL 9:

TRACT A, SOLIVITA PHASE IVC SECTION 1, PLAT BOOK 124, PAGES 15-18, POLK COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF TRACT LD-8, SOLIVITA PHASE IVC SECTION 2, PLAT BOOK 124, PAGES 33-38, POLK COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT LD-8; THENCE ALONG THE WEST LINE OF TRACT LD-8 N 07°34'03" W, A DISTANCE OF 17.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF TRACT LD-8 N 07°34'03" W, A DISTANCE OF 20.31 FEET, THENCE LEAVING THE WEST LINE OF TRACT LD-8 N 82°25'57" E, A DISTANCE OF 16.55 FEET, S 07°34'03" E, A DISTANCE OF 20.31 FEET; THENCE S 82°25'57" W, A DISTANCE OF 16.55 FEET TO THE POINT OF BEGINNING.

PARCEL 10:

TRACT B, SOLIVITA PHASE IVC SECTION 2, PLAT BOOK 124, PAGES 33-38, POLK COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF TRACT C-A, SOLIVITA PHASE IVC SECTION 2, PLAT BOOK 124, PAGES 33-38, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT B, SOLIVITA PHASE IVC SECTION 2, PLAT BOOK 124, PAGES 33-38, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF TRACT B RUN S 81°26'56" W A DISTANCE OF 16.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING THE SOUTH LINE OF TRACT B RUN S 08°33'04" E A DISTANCE OF 17.66 FEET; THENCE S 86°13'58" W A DISTANCE OF 21.49 FEET; THENCE N 08°33'04" W, A DISTANCE OF 15.87 FEET TO THE SAID SOUTH LINE OF TRACT B; THENCE ALONG THE SOUTH LINE OF TRACT B RUN N 81°26'56" E, A DISTANCE OF 21.42 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

TRACT R-1, SOLIVITA PHASE IE, PLAT BOOK 128, PAGES 27-30, POLK COUNTY, FLORIDA.

PARCEL 12:

TRACTS A AND B, SOLIVITA PHASE IIIA, PLAT BOOK 127, PAGES 10-13, POLK COUNTY, FLORIDA.

PARCEL 13:

A PORTION OF TRACT G-2, PER THE PLAT OF SOLIVITA PHASE VIA, AS RECORDED IN PLAT BOOK 131, PAGES 30-35 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT G-2, ALSO BEING THE NORTHEAST LINE OF LOT 1 OF SAID SOLIVITA PHASE VIA, AND THE SOUTH RIGHT OF WAY LINE OF SORRENTO ROAD PER SOLIVITA PHASE VIA, SAID SOUTH RIGHT OF WAY LINE BEING A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 325.00 FEET, A CHORD BEARING OF N 62°07'49" EAST AND A CHORD DISTANCE OF 149.95 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID SOUTH RIGHT OF WAY LINE, THROUGH A

CENTRAL ANGLE OF 26°40'34" FOR A DISTANCE OF 151.32 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 195.00 FEET AND A CHORD BEARING OF S 84°13'37" E; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 40°36'34" FOR A DISTANCE OF 138.21 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE AND THE WEST LINE OF LOT 17 OF SOLIVITA PHASE VIA; THENCE LEAVING SAID CURVE AND SOUTH RIGHT OF WAY LINE RUN ALONG THE WEST LINE OF LOT 17 S 21°11'11" W, A DISTANCE OF 132.74 FEET; THENCE LEAVING THE WEST LINE OF LOT 17 RUN S 81°58'00" W, A DISTANCE OF 134.73 FEET TO THE AFORESAID NORTHEAST LINE OF LOT 1; THENCE ALONG THE NORTHEAST LINE OF LOT 1 RUN N 44°54'08" W, A DISTANCE OF 121.58 FEET TO THE POINT OF BEGINNING.

PARCEL 14:

TRACT FD-2 OF THE PLAT OF SOLIVITA PHASE 5-B AS CURRENTLY PROPOSED AS OF MAY 25, 2016; BEING A PORTION OF POINCIANA NEIGHBORHOOD 1 EAST VILLAGE 4, AS RECORDED IN PLAT BOOK 56, PAGES 25 THROUGH 31 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SOLIVITA PHASE 5F, AS RECORDED IN PLAT BOOK 157, PAGES 33 THROUGH 47 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SOLIVITA PHASE 5F RUN S 02°51'55" W A DISTANCE OF 10.00 FEET TO A POINT ON THE PROPOSED NORTH RIGHT OF WAY LINE OF VILLAGE CENTER ROAD, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 805.00 FEET, A CHORD BEARING OF S 82°37'59" W, AND A CHORD LENGTH OF 285.99 FEET; THENCE ALONG THE NORTH RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°27'51" FOR AN ARC LENGTH OF 287.52 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 791.00 FEET, A CHORD BEARING OF S 82°30'03" W, AND A CHORD LENGTH OF 277.42 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°11'58" FOR AN ARC LENGTH OF 278.87 FEET TO THE POINT OF TANGENCY, THENCE N 87°23'58" W A DISTANCE OF 259.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: RUN N 87°23'58" W, A DISTANCE OF 518.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 415.00 FEET, A CHORD BEARING OF N 72°16'15" W, AND A CHORD LENGTH OF 216.62 FEET, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°15'26" FOR AN ARC LENGTH OF 219.16 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 21.00 FEET, A CHORD BEARING OF N 09°20'48" W AND A CHORD LENGTH OF 31.11 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°35'30" FOR AN ARC LENGTH OF 35.04 FEET TO THE POINT OF TANGENCY, THENCE N 38°26'57" E, A DISTANCE OF 251.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING OF N 34°06'43" E AND A CHORD LENGTH OF 90.75 FEET, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°40'29" FOR AN ARC LENGTH OF 90.84 FEET TO THE POINT OF TANGENCY, THENCE S 63°15'31" E, A DISTANCE OF 115.14 FEET, THENCE S 83°26'12" E A DISTANCE OF 355.67 FEET; THENCE N 90°00'00" E, A DISTANCE OF 64.45 FEET; THENCE S 00°00'00" W, A DISTANCE OF 10.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 250.00 FEET, A CHORD BEARING OF S 07°39'15" E, AND A CHORD LENGTH OF 66.60 FEET, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°18'29" FOR AN ARC LENGTH OF 66.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 479.00 FEET, A CHORD BEARING OF S 06°21'14" E, AND A CHORD LENGTH OF 149.11 FEET; THENCE ALONG THE ARC



OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $17^{\circ}54'31''$  FOR AN ARC LENGTH OF 149.72 FEET TO THE POINT OF TANGENCY, THENCE  $S 02^{\circ}36'02'' W$ , A DISTANCE OF 55.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 21.00 FEET, A CHORD BEARING OF  $S 47^{\circ}36'02'' W$ , AND A CHORD LENGTH OF 29.70 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$  FOR AN ARC LENGTH OF 32.99 FEET TO THE POINT OF BEGINNING.