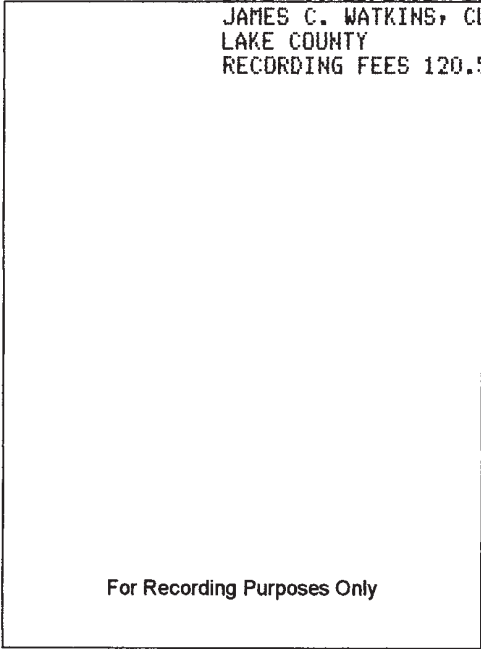


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DATE: 05/26/2006 09:36:05 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 120.50

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

~~Thomas A. Cloud, Esq.
GRAYROBINSON, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880~~

T. Greenham
City of Groveland
156 S. Lake Ave
Groveland, FL 34736.



For Recording Purposes Only

CITY OF GROVELAND / IGF / AFH INTERIM WASTEWATER TREATMENT FACILITIES AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of May, 2006, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation created under the laws of the State of Florida (hereafter "**CITY**"), **INVESTMENT GROUP OF FLORIDA, LLC**, a Florida limited liability company authorized to do business in the State of Florida (hereafter "**IGF**"), and **AMERICA'S FIRST HOME, LLP**, a Florida limited liability partnership authorized to do business in the State of Florida (hereafter "**AFH**").

RECITALS

1. IGF owns certain property more particularly described in **Exhibit "A"** attached to and incorporated in this Agreement and hereafter collectively referred to as the Property.
2. IGF is developing certain residential improvements and developments on the Property known as the Eagle Pointe Subdivision, which AFH is under contract with IGF to purchase the residential lots as the home builder for the community.
3. The CITY is the exclusive provider of water and wastewater services to the properties described in **Exhibit "A"** hereof.

4. IGF plans to develop the Property for construction of a number of single-family residences and other residential improvements which will require equivalent residential units (hereafter "ERUs") in excess of present CITY Wastewater Service Capacity.

5. CITY is currently in the process of engineering, design, permitting and funding the expansion of CITY'S Wastewater System; however, AFH's need for Wastewater Service Capacity precedes the anticipated completion date of said expansion by CITY.

6. The parties desire IGF to continue development of the Property and CITY recognizes that it is also in the best interest of its citizens for IGF to continue development of the Property prior to completion of all components of the expansion to the CITY's Wastewater System.

7. IGF intends to prepare engineering design, permit applications and assist in obtaining all necessary permits and approvals, and construction of an interim "package" wastewater treatment facility ("Interim Wastewater Treatment Facilities") to provide wastewater treatment and disposal until CITY's expansion of its Wastewater System is complete and permanent Wastewater Service Capacity is available.

8. All parties desire for the CITY to operate the Interim Wastewater Treatment Facilities and the CITY is willing to operate said Facilities as further outlined below.

9. The parties now desire to enter into this Agreement for the purpose of setting forth the rights, obligations, and duties of the parties as the same pertains to design, permitting, construction, operation, and abandonment of the Interim Wastewater Treatment Facilities to temporarily provide wastewater service until completion of the CITY's expansion to its Wastewater System Wastewater Service Capacity to IGF's development.

ACCORDINGLY, in consideration of the above Recitals and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledge by the parties, the parties hereto agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context requires otherwise:

2.1. "Agreement" means this City of Groveland/IGF/AFH Interim Wastewater Treatment Facilities Agreement, as it may from time to time be modified.

2.2. "CITY" means City of Groveland, Florida, a municipal corporation created under the laws of the State of Florida.

2.3. "City Rate Resolutions and Ordinances" means all resolutions and ordinances which establish and fix rates, fees and charges for the City Wastewater System, either currently in effect or to be adopted in the future by the City Council of the City of Groveland or its successors.

2.4. "City Wastewater System" or "System" means all facilities, interests in real and personal property owned, operated, managed or controlled by the CITY now and in the future within the service area of the CITY.

2.5. "Collection Facilities" means the lines, pipes, meters, and appurtenant equipment used to collect Sewage from the building sewer and to transmit it to the Transmission Facilities.

2.6. "Effluent Disposal Facilities" means those Interim Wastewater Facilities, including easements, rights-of-way, and lands necessary to detain, transmit, and dispose of wastewater previously treated at the Treatment Facilities.

2.7. "GPD" means gallons per day on an annual average basis.

2.8. "Improvements" means the improvements referred to in Recital No. 2 hereof.

2.9. "Interim Wastewater Facilities" means all wastewater Collection, Transmission, Treatment, and Effluent Disposal Facilities, including all interceptors, lines, pipes, meters, couplings, pumps, force mains, and appurtenant equipment necessary to provide Wastewater Service Capacity of approximately 150,000 GPD or less.

2.10. "Plans and Specifications" means those documents and drawings prepared by IGF in compliance with this Agreement.

2.11. "Sewage" means water-carried wastes from residences, business buildings, institutions, industrial establishments, and other customers of the Interim Wastewater Facilities.

2.12. "The Property" means the land described in **Exhibit "A"** hereof.

2.13. "Transmission Facilities" means those lines, pipes, force mains, pumps, meters, and appurtenant equipment used to transmit Sewage

from the Collection Facilities to the head-works of the Treatment Facilities, as defined in the Plans & Specifications approved by the CITY.

2.14. "Treatment Facilities" means those components of the Interim Wastewater Facilities used to treat or filter Sewage prior to effluent disposal. Treatment Facilities do not include any portions of the Collection Facilities, Effluent Disposal Facilities, and Transmission Facilities. In this case, the "Treatment Facilities" constitute a package wastewater treatment plant and land application effluent disposal system or, alternatively, individual septic systems on common lots.

2.15. "Wastewater Capital Charges" means those fees and charges established and collected by the CITY at or before the issuance of building permits or during a capacity sale or allocation to pay for or recover the capital costs of wastewater facilities, including but not limited to sewer connection fees and sewer environmental conservation fees.

2.16. "Wastewater Service Capacity" means the rate of Sewage flow measured in GPD, for which the Interim Wastewater Facilities are designed and are capable of collecting, transmitting, treating, and disposing, in accordance with all applicable governmental requirements and regulations.

SECTION 3. DESIGN, PERMITTING, AND CONSTRUCTION OF INTERIM WASTEWATER TREATMENT FACILITIES.

In order to provide Wastewater Service Capacity on a temporary basis to the Improvements on the Property, the Interim Wastewater Treatment Facility shall be designed, permitted, and constructed by IGF. IGF shall file, process, and obtain all necessary state and local construction approvals for the Interim Wastewater Treatment Facilities and necessary Florida Department of Environmental Protection ("FDEP") and/or Florida Department of Health ("DOH") permits and approvals. The CITY agrees to "fast track" the processing of any applications filed with the CITY for approvals related to the Interim Wastewater Treatment Facilities. The CITY also agrees and finds that the processing and approval of said permits and approvals is consistent and compatible with Chapter 163, Part II, Florida Statutes, Florida Administrative Code Rule 9J-5, and the land development regulations/land development code of the CITY. Notwithstanding the above, this Agreement shall not be construed as granting or assuring or indicating any future grant of any land use, zoning, subdivision, density, or development approvals, provisions, or rights with respect to the Property, or the Interim Wastewater Treatment Facilities. As the condition precedent to its right to construct the Interim Wastewater Treatment Facilities, IGF shall, at its expense, design and produce written Plans & Specifications for the construction of the Interim Wastewater Treatment Facilities and associated Effluent Disposal Facilities so that the Interim Wastewater Facility shall have a Wastewater Service Capacity of up to 150,000 GPD capable of serving up to 495 ERUs. The CITY shall approve or reject (in whole or in part), the Plans & Specifications submitted to it within 45 days from

the date the Plans & Specifications are submitted to the CITY. IGF shall provide CITY a set of certified engineering Plans & Specifications for the construction of the Interim Wastewater Treatment Facilities, upon completion of the Plans & Specifications. Complete as-built plans shall be submitted to the CITY upon completion of construction. CITY is permitted to inspect the Temporary Facility during construction. The CITY's review should be based on sound engineering standards and applicable state requirements. IGF acknowledges and agrees that it shall obtain all of the necessary construction permits and approvals prior to constructing the Interim Wastewater Facilities. Prior to receipt of any building permits or certificates of occupancy for the Improvements, IGF shall, at its expense, obtain and maintain all necessary local, state and federal construction and operation permits or approvals required for the construction and operation of the Interim Wastewater Treatment Facilities and Effluent Disposal Facilities. Upon approval of the Plans & Specifications and receipt of all necessary permits and approvals, IGF shall have the right for a period of one (1) year from the date of execution of this Agreement to construct, at its expense, the Interim Wastewater Facilities as aforesaid. The CITY shall not be required to make any contribution to the construction of the Interim Wastewater Facilities.

SECTION 4. OWNERSHIP, OPERATION AND MAINTENANCE OF INTERIM WASTEWATER FACILITIES.

IGF currently owns the proposed site for the Interim Wastewater Treatment Facilities described in **Exhibit "B"** attached to and incorporated in this Agreement. After the Interim Wastewater Facilities have been constructed on the property, IGF will retain ownership of the site, however, IGF hereby grants the CITY a nonexclusive easement over, across, under and through the said site to operate, maintain, inspect and repair the Interim Wastewater Treatment Facilities together with all associated pipelines and appurtenances related thereto, and together with the right of access, ingress and egress for the CITY, its agents, contractors, employees, and servants. This easement shall terminate upon disconnection of Sewage flows from the Interim Wastewater Treatment Facilities and diversion of flows to the CITY's wastewater system. Once all necessary permits and approvals have been obtained by IGF for construction and operation of the Interim Wastewater Facilities, which shall send written notice to the CITY thereof, the CITY shall then assume the responsibility, at its expense, for the operation and maintenance of the Interim Wastewater Facilities. CITY shall make or cause to be made all repairs CITY determines in its sole discretion is necessary. CITY does not waive any of its rates, rate schedules or rules and regulations or ability to collect funds for providing sewage services. CITY is entitled to retain all money collected for providing sewage service. While it is operating the Interim Wastewater Facilities, the CITY shall operate and maintain the Interim Wastewater Facilities in compliance with all applicable local and state laws, rules, regulations, ordinances, and policies until such time as the sewage flows are transferred to the CITY's wastewater system pursuant to Section 5 hereof. Furthermore, the CITY agrees to act as Applicant for all required permits; act as Operator of the System for all required permits; process

fast-track approvals whenever possible to assist IGF in implementing this temporary solution for the benefit of the parties; approve the subdivision plat with allowance for the Interim Wastewater Facilities to be installed on the municipal park; and provide written assurance to IGF and AFH of guaranteed reserved sewer capacity for the Eagle Pointe project in the Sampey WWTP after the expansion is complete.

SECTION 5. TRANSFER OF MUNICIPAL PARK. The CITY agrees that the requirement of Section 3 of the Development Agreement, as recorded in OR BK 02382, PGS 1060-1071, to convey the park to the City at recording of the first plat of the project may be deferred until the Interim Wastewater Facilities have been removed or abandoned in accordance with the timetable set out at Section 8.1 of this Agreement.

SECTION 6. WASTEWATER CAPITAL CHARGES. As the condition precedent to the CITY immediately granting Wastewater Service Capacity in the CITY's Sampey plant in the volumes and for the projects listed in Sections 5 and 7 hereof, the parties agree as follows:

(1) This Agreement shall be executed by all parties hereto; and

(2) AFH shall have paid to the CITY all applicable wastewater and water capital and impact fees and charges for the projects listed in Section 7 hereof at such ERU amount as it previously negotiated in Section 7 herein. Said fees and charges shall be paid in accordance with CITY rate resolutions and ordinances.

SECTION 7. BUILDER RESPONSIBILITIES. AFH agrees to prepay Wastewater Capital charges at \$2,610 per ERU and Water Capital charges at \$1,944 per ERU times 167 units for a total prepayment of \$760,518 on or before September 1, 2006. AFH agrees to pay the balance of the subdivision impact fees for the remaining 328 units of the total 495 units on or before the day the municipal sewer service becomes available at the then current rate. AFH also agrees to by-pass the Interim Wastewater Facilities and connect directly to the municipal service, when municipal sewer service becomes available.

SECTION 8. CONNECTION TO SAMPEY WASTEWATER TREATMENT FACILITIES. The parties agree that IGF at its sole expense shall connect the Improvements. First to the Interim Wastewater Facilities and then later to the Sampey Wastewater Treatment Facilities in accordance with the following terms and conditions:

8.1. Requirements for Connections. When the CITY determines that it has available Wastewater Service Capacity in the Sampey Wastewater Treatment Facilities, it shall send written notice of such a determination to all remaining parties to this Agreement. IGF shall then connect

any structure or structures on the Property for which certificates of occupancy have been issued to the Sampey Wastewater Treatment Facilities within 90 days following receipt of said written notice of determination. Said connection shall be subject to compliance with applicable state and local laws, rules, regulations, resolutions, ordinances, permits, approvals, and requirements. IGF shall pay any and all expenses associated with disconnecting from the CITY's existing wastewater system, if necessary, in connecting to the Interim Wastewater Facilities. IGF shall also pay any and all expenses associated with disconnecting from the Interim Wastewater Facilities and connecting to the Sampey Wastewater Treatment Facilities as outlined herein.

8.2. Removal of Interim Wastewater Facilities. Upon connection of the Improvements to a regional, sub-regional, or central wastewater treatment plant and upon compliance with all conditions precedent contained herein, IGF shall then (within 120 days) remove those Interim Wastewater Facilities constructed and paid for by it, which, as reasonably determined by the CITY, are not required by the CITY to provide wastewater service to the Improvements.

8.3. Running with the Land. The obligations imposed by this Agreement are a covenant running with the Property in accordance with the terms and conditions herein. This covenant shall be binding upon all parties, heirs, successors, and assigns of all or any portion of the Property.

SECTION 9. COOPERATION OF PARTIES. It is in the parties' best interest that the Interim Wastewater Facilities be operational as soon as possible, and therefore, the parties each agree to cooperate with one another and fast-track the design, permitting and construction of the Interim Wastewater Facilities. If circumstances arise, which are not due to the actions or inactions of the parties, that prohibit construction and operation of the Interim Wastewater Facilities, the parties release each other from its obligations herein without liability.

SECTION 10. STATUS AS INDEPENDENT CONTRACTOR; INDEMNITY AND INSURANCE.

10.1. Status. The parties deem each other not an agent of any other party. IGF and AFH shall indemnify and hold the CITY harmless from all claims and losses for personal injury and property damages that may arise at any time from or be related to acts, errors, or omissions of IGF and AFH during the construction of the Interim Wastewater Facilities.

SECTION 11. NOTICE; PROPER FORM. Any notices required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered (whether or not actually received) when (a) hand delivered to the official hereinafter designated, or (b) upon receipt of such notice when deposited

in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

CITY:

CITY OF GROVELAND, a Florida municipality ("**CITY**")
Attn: Ralph Hester, City Manager
156 S. Lake Avenue
Groveland, Florida 34736

IGF:

INVESTMENT GROUP OF FLORIDA, LLC, a Florida limited liability company ("**IGF**")
Attn: Fred Plummer, Manager
600 South Main Street
Minneola, Florida 34715

AFH:

AMERICA'S FIRST HOME, LLP, a Florida limited liability partnership ("**AFH**")
Attn: Ron Wilson, President
385 Douglas Avenue, Suite 3350
Altamonte Springs, Florida 32714

SECTION 12. NOTICES; DEFAULT. Each of the parties hereto shall give the other party(ies) written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults.

SECTION 13. DEFAULT. Subject to Section 12 hereof, the CITY shall have the right to terminate all approvals and acceptances granted by this Agreement or in furtherance of this Agreement in the event IGF fails to comply with any of the terms and conditions of this Agreement. All approvals granted by this Agreement are conditioned upon IGF constructing the Interim Wastewater Facilities and providing Wastewater Service Capacity for use by the IGF Improvements within one (1) year from the date of execution hereof. If IGF fails to complete construction of the Interim Wastewater Facilities and provide said Wastewater Service Capacity for use by said Improvements within said one (1) year period, the parties shall automatically forfeit all its rights under this Agreement.

SECTION 14. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 15. ASSIGNMENTS. IGF and AFH expressly agree not to assign or transfer this Agreement or the rights and responsibilities contained herein to any other person, corporation, partnership, joint venture, business entity or governmental agency without sending written notice of the proposed assignment to the CITY at least thirty (30) days prior to the assignment. The CITY shall have the right to assign or transfer this Agreement or the rights and responsibilities contained herein to any properly authorized public or private commission, corporation, authority, or other entity empowered by law to serve the unincorporated area of Lake County, Florida.

SECTION 16. RECORDATION OF AGREEMENT. The parties hereto agree that an executed copy of this Agreement shall be recorded at IGF's expense in the Official Records of Lake County, Florida.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 19. TIME OF THE ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 20. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between and contains the entire understanding between the parties and supersedes all previous discussions, agreements, representations, and understandings made with respect to the Interim Wastewater Facilities. This instrument does not constitute an amendment to any existing contracts between the parties that are not related to the Interim Wastewater Facilities, including contracts typically termed as developer agreements except insofar as this Agreement calls for the earlier payment of Wastewater Capital Charges and deferment of the Park dedication. Modifications to and waivers of the provisions herein shall be made by the parties in writing.

SECTION 21. COUNTERPARTS. This Agreement shall not be construed as granting or assuring or indicating any future grant of any land use, zoning, subdivision, density, or development approvals, permissions, or rights with respect to the Property.

Signed, sealed and delivered
In the presence of:

[Signature]

CITY OF GROVELAND, FLORIDA

By: James L. Smith

Its: Mayor

Christine Stiller

Attest: Teresa Greenham

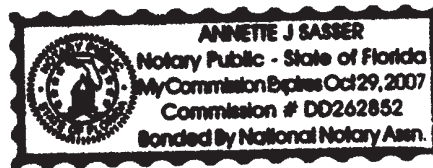
STATE OF FLORIDA)
COUNTY OF Lake)

SWORN to and subscribed freely and voluntarily for the purposes therein
expressed before me by James Smith, Mayor,
known to me to be the person described in and who executed the foregoing, this
22 day of May, 2006.

WITNESS my hand and official seal in the County and State last aforesaid
this 22 day of May, 2006.

Annette J Sasser
Notary Public

My Commission Expires:



Signed, sealed and delivered
In the presence of:

Matthew [Signature]

**INVESTMENT GROUP OF FLORIDA,
LLC**

By: [Signature]

Its: MANAGER

Christian [Signature]

Attest: Teresa Green

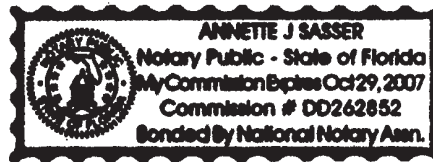
STATE OF FLORIDA)
)
COUNTY OF Lake)

SWORN to and subscribed freely and voluntarily for the purposes therein
expressed before me by Fred Plummer,
known to me to be the person described in and who executed the foregoing, this
24th day of May, 2006.

WITNESS my hand and official seal in the County and State last aforesaid
this 24th day of May, 2006.

Annette J Sasser
Notary Public

My Commission Expires:



Signed, sealed and delivered
In the presence of:

AMERICA'S FIRST HOME, LLP

Jennifer Petrik
Jennifer Petrik

By: Ronald E. Wilson
Its: PRESIDENT

Catherine Mori
Catherine Mori

Attest: _____

STATE OF FLORIDA)
)
COUNTY OF Seminole)

SWORN to and subscribed freely and voluntarily for the purposes therein
expressed before me by Ronald E. Wilson, President,
known to me to be the person described in and who executed the foregoing, this
18th day of May, 2006.

WITNESS my hand and official seal in the County and State last aforesaid
this 18th day of May, 2006.

NOTARY PUBLIC-STATE OF FLORIDA
Catherine Mori
Commission # DD362941
Expires: OCT. 14, 2008
Bonded Thru Atlantic Bonding Co., Inc.

Catherine Mori
Notary Public

My Commission Expires:

EXHIBIT "A"

PORTIONS OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND PORTIONS OF TRACTS 21, 22, 27, 28, 36, 37, 38, 43, 44, 45, 52 THROUGH 56 INCLUSIVE, AND 57 THROUGH 61 INCLUSIVE, ALL IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 25 EAST, ACCORDING TO THE PLAT OF GROVELAND FARMS, RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID TRACTS BEING EQUIVALENT TO THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4, AND THE SOUTHWEST 1/4 OF SAID SECTION 9, ALSO PORTIONS OF TRACTS 6 AND 7, IN SECTION 16, TOWNSHIP 22 SOUTH, RANGE 25 EAST, ACCORDING TO THE PLAT OF GROVELAND FARMS, RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTH 1/4 CORNER OF SAID SECTION 16, ALSO BEING THE SOUTHEAST CORNER OF AFORESAID TRACT 61, MARKED BY A 6"X6" CONCRETE MONUMENT WITHOUT IDENTIFICATION; THENCE RUN S89°39'43"W ALONG THE SOUTH LINE OF SAID TRACT 61, 82.26 FEET;
 THENCE RUN N23°05'57"E, 33.13 FEET; THENCE RUN N15°23'43"E, 74.15 FEET;
 THENCE RUN N16°11'10"W, 73.27 FEET; THENCE RUN N20°59'55"W, 101.93 FEET;
 THENCE RUN N15°33'50"W, 110.24 FEET; THENCE RUN N07°30'49"W, 99.82 FEET;
 THENCE RUN N30°41'24"W, 71.71 FEET; THENCE RUN N09°10'36"W, 123.52 FEET;
 THENCE RUN N00°01'14"E, 80.09 FEET; THENCE RUN N07°02'19"E, 305.12 FEET;
 THENCE RUN N14°54'32"E, 427.97 FEET; THENCE RUN N07°22'46"E, 149.25 FEET;
 THENCE RUN N00°26'41"E, 454.12 FEET; THENCE RUN N02°58'12"W, 579.96 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9;
 THENCE RUN N89°47'47"E ALONG SAID SOUTH LINE, 66.62 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE RUN N00°01'44"E ALONG THE EAST LINE OF SAID NORTHWEST 1/4, 171.74 FEET;
 THENCE RUN N28°46'27"E, 47.06 FEET; THENCE RUN N00°15'14"E, 58.08 FEET;
 THENCE RUN N20°07'28"E, 78.26 FEET; THENCE RUN N55°57'23"E, 145.51 FEET;
 THENCE RUN N73°59'51"E, 175.09 FEET; THENCE RUN N72°34'09"E, 83.63 FEET;
 THENCE RUN N53°02'49"E, 426.16 FEET; THENCE RUN N51°43'04"E, 219.56 FEET;
 THENCE RUN N59°12'00"E, 144.73 FEET; THENCE RUN N71°50'31"E, 131.41 FEET;
 THENCE RUN N21°35'47"E, 271.91 FEET; THENCE RUN N90°00'00"E, 161.33 FEET;
 THENCE RUN S21°35'47"W, 373.90 FEET; THENCE RUN S50°48'38"E, 73.55 FEET;
 THENCE RUN S49°53'37"E, 234.17 FEET; THENCE RUN S53°05'18"E, 267.48 FEET;
 THENCE RUN S58°00'41"E, 76.50 FEET; THENCE RUN S55°39'23"E, 78.08 FEET;
 THENCE RUN S45°14'30"E, 175.72 FEET; THENCE RUN S24°33'37"E, 278.21 FEET;
 THENCE RUN S20°56'55"E, 83.80 FEET; THENCE RUN S30°42'20"E, 83.47 FEET;
 THENCE RUN S15°00'48"E, 417.42 FEET; THENCE RUN S04°35'32"E, 184.76 FEET;
 THENCE RUN S10°08'16"W, 361.73 FEET; THENCE RUN S09°51'52"W, 109.86 FEET;
 THENCE RUN S31°42'04"W, 186.24 FEET; THENCE RUN S32°38'14"W, 138.69 FEET;
 THENCE RUN S48°52'51"W, 94.92 FEET; THENCE RUN S00°56'05"W, 105.16 FEET;
 THENCE RUN S21°00'18"W, 188.50 FEET; THENCE RUN S06°02'04"W, 85.66 FEET;
 THENCE RUN S18°28'37"W, 83.95 FEET; THENCE RUN S37°47'05"W, 133.32 FEET;
 THENCE RUN S53°31'15"W, 97.91 FEET; THENCE RUN S68°40'30"W, 65.54 FEET;
 THENCE RUN S27°50'29"W, 12.93 FEET; THENCE RUN S01°06'51"W, 114.02 FEET;
 THENCE RUN S01°05'18"E, 115.68 FEET; THENCE RUN S05°55'13"W, 121.29 FEET;
 THENCE RUN S58°34'14"E, 7.09 FEET; THENCE RUN N80°38'27"E, 130.10 FEET;
 THENCE RUN S89°03'59"E, 103.45 FEET; THENCE RUN S79°37'07"E, 69.21 FEET;
 THENCE RUN S83°35'52"E, 126.25 FEET; THENCE RUN S79°22'48"E, 88.88 FEET;
 THENCE RUN S51°28'46"E, 92.44 FEET; THENCE RUN S23°41'52"E, 124.11 FEET;
 THENCE RUN S43°35'04"E, 28.77 FEET TO THE SOUTH LINE OF AFORESAID TRACT 57;
 THENCE RUN S89°55'51"W ALONG SAID SOUTH LINE, 352.41 FEET TO THE NORTHEAST CORNER OF AFORESAID TRACT 7;
 THENCE RUN S00°02'15"E ALONG THE EAST LINE OF SAID TRACT 7, 358.16 FEET;
 THENCE RUN S89°47'48"W, 774.53 FEET; THENCE RUN N00°12'12"W, 590.00 FEET;
 THENCE RUN S89°47'48"W, 1205.00 FEET TO THE WEST LINE OF AFORESAID TRACT 60;
 THENCE RUN S00°01'44"W ALONG SAID WEST LINE, 227.20 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 164.57 ACRES MORE OR LESS.

UPLANDS WITHIN DESCRIBED PARCEL OF LAND CONTAIN 146.19 ACRES MORE OR LESS.

EXHIBIT "B"

PARCEL 2, DESIGNATED FUTURE DEVELOPMENT, OF THE PLAT OF EAGLE POINTE,
P.B. xx, Page xx, RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

24707 v1